

KKWC Draft 12/9/2021

INVESTMENT MANAGEMENT AGREEMENT

This INVESTMENT MANAGEMENT AGREEMENT (this “Agreement”) dated as of [●] by and between: (i) [REDACTED]yFi Fund, LP, a Delaware limited partnership (the “Client”); and (ii) [REDACTED] Management, LP a Delaware limited partnership (the “Investment Manager”). All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Confidential Private Placement Memorandum of the Client (as amended, supplemented and/or restated from time to time, the “PPM”).

WHEREAS, the Client wishes to engage the Investment Manager to perform for the Client various investment management services under the terms and conditions set forth herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged as received, the parties hereto hereby agree as follows:

1. Investment Management Services.

(a) The Client hereby retains the Investment Manager to manage the investment of all digital assets, cash, securities and other assets of the Client (which cash, securities and other assets, digital or otherwise, together with all additions, substitutions and alterations occurring during the term of this Agreement, are collectively referred to herein as the “Portfolio”).

(b) The Client hereby appoints the Investment Manager as its agent and attorney-in-fact with full power, discretion and authority to make all trading and investment decisions concerning the Portfolio, to enter into agreements and commitments on behalf of and in the name of the Client, to open and close bank and brokerage and/or custodial accounts, to transfer assets to and from such accounts, and to effect transactions on behalf of the Portfolio. Transactions may be effected in personal property of all kinds, as the Investment Manager may determine, including, without limitation, various digital assets, including (but not limited to) cryptocurrencies, stablecoins, tokens, initial coin offerings and non-fungible tokens, U.S. or non-U.S. publicly traded or privately issued or negotiated common stocks, preferred stocks, stock warrants and rights, corporate debt, bonds, notes or other debentures or debt participations, convertible securities, fixed income securities, loans and other obligations of corporate or other entities (whether or not subordinated, convertible, or otherwise and whether or not such instruments, such as loans, would be deemed “securities” within the meaning of the federal securities laws) and other financial instruments, derivatives, swaps, options (purchased or written), futures contracts, commodities, forward contracts, warrants, and any other instruments commonly referred to as securities (whether or not privately or publicly traded and whether issued by domestic or foreign companies) and other securities, including financial instruments such as derivatives, options (purchased or written) and futures contracts (collectively, “investment interests”), to lend funds or properties of the Portfolio, either with or without security, and to utilize any and all available techniques and strategies in connection with such transactions. This appointment of the Investment Manager as agent and attorney-in-fact includes full power of substitution and re-substitution and further includes full power to appoint agents and subagents to trade or effect transactions in investment interests in the name of and on behalf of the Client.