

# Public Offer Agreement

This Agreement is made between one party, represented by Lucky Capital (hereinafter referred to as the "Project"), on one side, and any individual who has accepted the terms of this Agreement (hereinafter referred to as the "Participant"), on the other side. Hereinafter, collectively referred to as the "Parties," this Agreement constitutes an official public offer addressed to an unlimited number of individuals and serves as an official proposal by the Project to enter into an agreement with the Participant regarding the placement of the Participant's funds into designated bank accounts, cryptocurrency wallets, or financial exchange accounts (at the Project's discretion) for the purpose of generating profit.

## 1. GENERAL PROVISIONS

1.1. The Participant confirms that they, in good health, without coercion and of their own free will, without any manipulation, and with full awareness of all risks, independently make the responsible decision to participate in the Project.

1.2. The relationship between the Project and the Participant is formalized in the form of a Public Offer Agreement. Clicking the "AGREE" button on the Lucky Capital website in the corresponding section signifies that the Participant, regardless of their legal status under applicable laws, has agreed to comply with the terms of this Public Offer Agreement outlined below.

1.3. The Public Offer Agreement is public, meaning that, in accordance with the law, its terms are identical for all Participants, regardless of gender, religion, race, etc. By fully agreeing to this Agreement, the Participant accepts the terms and procedures for participating in the Project, the procedures for making payments and receiving profits (including accruals and payouts), and the responsibility for accurately and truthfully submitting all necessary information for participation in the Project.

1.4. This Agreement enters into force upon the Participant's acceptance or upon the transfer (deposit) of the Participant's funds (fiat currency, cryptocurrency, etc.) to the Project for subsequent placement on any trading platforms, exchanges, or cryptocurrency wallets at the Project's discretion for the purpose of generating profit.

1.5. The registration page requires the Participant to complete their information, read and agree to this Agreement, and complete the registration process. Completion of all registration or other Project-related procedures allows the Participant access to the actual use of Lucky Capital. The Participant may use an email address, mobile phone number, or other communication methods permitted by Lucky Capital. If the information provided during registration is inaccurate, the Project shall not be held liable, and the Participant

shall bear any direct or indirect losses and negative consequences arising therefrom. The Project reserves the right to select markets and jurisdictions for business operations and may, at its discretion, restrict or deny participation in the Project in certain countries or regions.

## 2. TERMS AND DEFINITIONS

2.1. "Public Offer Agreement" - a public agreement posted on the Lucky Capital website, acceptance of which is mandatory for all Participants, containing the Project's offer for the placement of funds directed at an indefinite number of individuals, including Investors.

2.2. "Acceptance" - the Participant's acceptance of the Project's offer for the placement of funds, which is posted on the Lucky Capital website, by transferring funds in the manner specified by the Project.

2.3. "Participant" - any legally capable individual, according to applicable law, who visits the Lucky Capital website and places their own funds under the terms of the Project.

2.4. "Project" - a legally capable individual representing Lucky Capital in accordance with the law and acting in the interests of Lucky Capital, who also has the right to accept and place the Participant's funds.

2.5. "Legislation" - the established norms for regulating contractual relationships under the Agreement.

2.6. Synthetic indices - a derivative financial instrument. Trading is conducted on standard MT5 terminals and is characterized by the absence of risks similar to those in FOREX or stock markets, where news background and fundamental analysis require insider knowledge. Synthetic indices operate solely based on technical analysis, have constant volatility, no gaps, and liquidity issues, and are available for trading 24/7.

2.7. Cryptocurrency - a type of digital currency whose internal accounting units are maintained by a decentralized payment system operating in a fully automated manner.

2.8. Affiliate Program - a program offered by the Project to encourage Participants for their active involvement in the project's operations and for attracting new participants new investors.

2.9. The commercial secret of Lucky Capital refers to information that becomes known to the Participant regarding the Project's market strategy, sources of profit, the procedure for calculating and distributing profits to Participants, bank accounts, cryptocurrency wallet addresses, details about other Participants in the Project, as well as other similar information.

### 3. SUBJECT OF THE AGREEMENT

- 3.1. The Project undertakes, under the terms and conditions specified in this Agreement, to place the Participant's funds and manage them at its discretion with the aim of generating profit.
- 3.2. The Project guarantees that the Participant's funds will not be pledged to third parties.
- 3.3. The Project and the Participant confirm that the current Agreement is not a fictitious or sham transaction, nor is it a transaction made under duress or deception.
- 3.4. The Project confirms that it possesses all necessary skills, knowledge, equipment, and technical capabilities to place the Participant's funds on the appropriate platforms for profit generation.
- 3.5. The Project engages in trading using synthetic indices on the platform deriv.com for the purpose of generating profit.

### 4. RIGHTS AND OBLIGATIONS OF THE PARTICIPANT

4.1. The Participant is obligated to:

- Familiarize themselves with this Agreement and accept its terms before transferring funds to the Project;
- Deposit the agreed-upon amount of funds in the manner specified and agreed upon by the Project;
- By signing this Agreement, the Participant guarantees to the Project that they are fully aware of the terms regarding the placement of their funds, the procedures for trading on exchanges and platforms (websites, etc.), and are completely informed about the conduct of such trading and the risks associated with it.
- Throughout the duration of this Agreement and for three years after its termination, the Participant must not intentionally harm the Project or disclose the Project's commercial secrets.
- The Participant must strictly adhere to security requirements for account funding operations.
- Not engage in any actions that create an unreasonable or disproportionately large burden on the Project's system infrastructure.
- Not use any devices, software, or common programs to interfere with the normal operation of the Project.

4.2. To complete the registration or activation process, the Participant must comply with the requirements of laws and regulations, be a legally capable adult, and accurately update their information to ensure it is truthful, timely, complete, and accurate. If there are reasonable grounds to suspect that the information provided by the Participant is erroneous, inaccurate, outdated, or incomplete, the Project has the right to send a notification requesting clarification or correction, as well as to directly remove the relevant materials and suspend or terminate the Participant's involvement in the Project, either partially or fully, until all doubts are resolved. The Project is not liable for this, and the Participant will bear any direct or indirect losses and related adverse consequences. The Participant must accurately fill in and update their email address, phone number, and contact information so that the Project or its authorized representatives can effectively reach the Participant. If Lucky Capital incurs any losses or additional expenses due to the inability to establish contact using the methods provided by the Participant, the Participant will be fully responsible for such expenses. The Participant understands and agrees that they are obligated to maintain the validity of the contact information (payment systems and methods of receiving profits) provided by them, and that they must act in accordance with the Project's requirements in case of any changes or the need to update the specified data.

4.3. Changes to the method of receiving profits (from the deposited amount) and updates to the relevant sections of the personal account can only be made after coordination and approval from the Project.

4.4. By agreeing to this agreement, the Participant agrees that he has been warned of all possible risks when trading synthetic indices. He has been fully informed by the Project about the procedure for conducting trades and possible negative results of transactions carried out by the Project. The Participant guarantees to the Project that the funds contributed by him are not the result of a loan from a third party, but are his personal personal property.

4.5. The Participant consciously and responsibly, personally, assumes all possible risks associated with the implementation of trading in synthetic indices.

4.6. The Participant gives the Project his consent to the processing of his personal data for the purpose of entering them into a personal account on the Lucky Capital website, where he intends to comply with all the rules and conditions of the Project, and remember the risks to himself.

4.7. The Participant is informed about the ban on inciting interracial, interfaith, interethnic conflicts, violating generally accepted norms of ethics and morality when communicating in the Lucky Capital project chats. In case of such behavior and insulting other project participants on the basis of interracial, interfaith, interethnic affiliation, the Project has the



right to:

- block the Participant who insults other project participants from communicating in Lucky Capital chats;
- close the account of the Participant who insults other participants of the project, with the return of the funds contributed by him within 60 calendar days, without accrual and payment of profit, with the exception of 30% of the total amount contributed, which will be credited to the project account and subsequently spent at the discretion of the Project.

## **5. PRICE OF THE AGREEMENT AND PAYMENT PROCEDURE**

5.1. The price of each individual Agreement (the amount contributed by the Participant) is negotiated between the Participant and the Project by conducting negotiations in an agreed manner (preferably the Telegram messenger).

5.2. The amount contributed by the Participant can be increased by him in agreement with the Project, while the deadline for completing the deposited funds ends with the execution date in 1 year, regardless of the number of replenishments.

5.3. The Participant can contribute funds in the following ways:

1. by bank transfer of money to the current account specified by the Project (bank account, transfer to the card specified by the Project), by transferring cryptocurrency to the electronic wallet specified by the Project.

2. by any other method by agreement with the Project.

5.4. For the project to operate and for the Participant to receive profit, he must select one of the proposed service packages

5.4.1. The 'Classic' package includes:

- Profitability: from 5% to 7% per month (depending on the results of trading synthetic indices).
- Daily accrual of income on the deposit balance.
- Minimum deposit amount is 50 USDT (TRC20 network).
- Withdrawal of funds is available at any time, applications are processed within 48 hours. Full withdrawal of the deposit may take up to 15 days.
- All transactions are transparent and available in your personal account.
- Who is it suitable for: For those who are looking for stability and are ready to entrust the management of their funds to a professional team.

## 2. 'Partner Pro' package

- Profitability: from 9% to 12% per month.
- Benefits:
  - Participation in the marketing program: promoting information about the project and attracting new users.
  - Receiving bonuses, awards and rewards for activity.
  - Travel financing at the company's expense.
- Basic conditions:
  - Minimum investment period is 12 months.
  - Minimum deposit amount is 500 USDT (TRC20 network).
  - Full withdrawal of the deposit is possible within 15 days after the end of the contract.
  - Who is it suitable for: For active participants interested in additional income.

## 6. PROFIT EARNING TERMS

6.1 After accepting the terms of this agreement and depositing funds, the Participant receives full access to the personal account on the Lucky Family website and must register in it.

6.2. After depositing funds, the balance of the funds deposited by the Participant is displayed in the personal account within 24 hours.

6.3. After depositing the agreed amount of funds, the Participant is credited daily in the personal account with the profit received by him, depending on the selected package and the investment amounts deposited.

6.4. Withdrawal of the profit received by the Participant is possible after submitting a corresponding application in the personal account of the Participant. Profit payment is possible after the Participant has been credited with at least 10% of the amount of his contribution, but must be at least 30 USDT. Payment is made within 48 hours.

6.5. The payment of the received profit is carried out in the agreed manner: by transferring funds to the Participant's card or by transferring USDT to the crypto wallet address specified by the Participant, through the TRC20 transfer network.

## **7. TERMS OF RETURN OF THE PARTICIPANT'S DEPOSIT**

7.1. The deposit (money) made by the Participant is returned by the Project no earlier than 30 calendar days after its deposit.

7.2. After receiving an application for a full refund of the funds deposited by the Participant, he/she will no longer receive accruals of profit on the deposited funds.

7.3. The refund of the deposited funds is carried out by transferring USDT to the cryptocurrency address specified by the investor, through the TRC20 transfer network, within 30 calendar days, or by any other agreed method.

7.4. In case of filing an application for account closure within the first 30 calendar days after its opening, this account will be closed by the Project within 30 subsequent calendar days with the collection of a penalty from the Participant in the amount of 20% of the deposited amount.

## **8. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION**

8.1. The Parties shall be liable for failure to fulfill or improper fulfillment of the terms of this Agreement in the manner prescribed by this Agreement and applicable law.

8.2. In the event of disputes related to the fulfillment of this Agreement by the Parties, the Parties undertake to resolve them through negotiations in compliance with the claims procedure. The period for consideration of a claim is 7 (seven) calendar days from the date of its receipt.

8.3. All disputes, disagreements or claims arising from or in connection with this Agreement, including those related to its fulfillment, violation, termination or invalidity, shall be resolved in the appropriate court in accordance with applicable law.

## **9. FORCE MAJEURE**

9.1. The Parties shall not be liable for failure to fulfill any of their obligations if they prove that such failure was caused by force majeure, i.e. events or circumstances that are truly beyond the control of such party, occurring after the conclusion of this Agreement, and are unpredictable and inevitable.

Force majeure circumstances include, in particular, natural disasters, strikes, fires, floods, explosions, icing, wars (both declared and undeclared), riots, catastrophes, restrictions imposed by government agencies (including allocations, priorities, official requirements, quotas and price controls), as well as other possible circumstances, if these circumstances directly affected the performance of this Agreement.

9.2. The Party that has become unable to fulfill its obligations under this Agreement due to force majeure circumstances must immediately, but in any case no more than ten calendar days, inform the other Party in any way convenient for it (message in the Telegram messenger, personal account, etc.).

9.3. The time required by the Parties to fulfill their obligations under this Agreement will be extended by the duration of the force majeure circumstances that affected the fulfillment of the Agreement.

## **10. OTHER TERMS OF THE AGREEMENT**

10.1. Information provided by the Participant is confidential. Information about the Participant is used by the Project solely for the purpose of fulfilling the terms of this Agreement.

10.2. By accepting the Agreement or registering in the Lucky Capital personal account (filling out the registration form and depositing funds), the Participant voluntarily agrees to the collection and processing of their personal data for the following purpose: the data that becomes known will be used for the purposes of this agreement, sending out advertising and special offers about the Project's activities via telecommunications (e-mail, mobile communications), as well as other offers from Lucky Family.

10.3. The Project is not responsible for the content and accuracy of the information provided by the Participant when entering personal data.

## **11. RISK REMINDER**

Lucky Capital invites you to join the project using only those available funds that will not affect your financial well-being. We do not recommend using credit or borrowed funds for investments. Remember that any financial activity is associated with certain risks, so invest only those amounts that you are comfortable investing for the development of the project and making a profit.