

THE SECRET CAPITAL

PARTNERSHIP AGREEMENT

Date _____

The Secret Capital LLC, A SERIES OF OTOCO MATIC DE LLC, registered at:
108 West 13th Street, City of Wilmington, Country of New Castle, Delaware 19801:

With NFT ID #329 of contract address

0x54dED98a6720EcEAA54EB0F858c81737CDe9FF9E

<https://rarible.com/token/polygon/0x54dED98a6720EcEAA54EB0F858c81737CDe9FF9E:329?tab=details>

acting on the basis of the Company's Charter, hereinafter referred to as the 'Fund,' on the one hand,

and the Investor, (full name):

.....
.....

registered at (address):

.....
.....

passport number:

.....

hereinafter referred to as the 'Investor,' on the other hand,

collectively referred to hereinafter as the 'Parties,' and individually as a 'Party,'

have entered into this Partnership Agreement (hereinafter referred to as the 'Agreement') concerning the following:

TERMINOLOGY AND DEFINITIONS

Investor - a person transferring a Deposit to The Secret Capital Fund under trust management.

The Secret Capital LLC - an organization managing the Investor's assets.

Trust Management - an activity in which the Fund carries out operations with the Investor's Deposit in order to make profit.

Deposit - the amount of money deposited by the Investor.

Net Profit - the amount of funds earned by the Fund under trust management, determined as the positive difference between the total income of the Fund from Trust Management and the expenses necessary, arising from, or related to Trust Management.

Risk Management - the process of making and implementing management decisions aimed at reducing the likelihood of an unfavorable outcome and minimizing possible losses caused by its implementation.

Pump/Dump - a manipulative scheme of increasing the exchange rate of a cryptocurrency followed by a subsequent price collapse.

USDT/USDC - stable cryptocurrency pegged to the national currency and equal to the US dollar.

Lock-up period - the minimum period of transferring the Deposit to the Fund under trust management, during which the Deposit cannot be withdrawn by the Investor from Trust Management, except as expressly provided in this Agreement.

Stablecoin - a cryptocurrency backed by various traditional assets, such as fiat currency (dollar, euro, ruble, yuan, etc.), US Treasury bonds, digital financial assets, etc.

Blockchain - a continuously growing and sequential chain of blocks, built according to certain rules, containing information about transactions on the network.

1. SUBJECT OF THE AGREEMENT

1.1. The Investor transfers a Deposit amount, the minimum size of which is not less than 50,000 USD (or the equivalent in BTC/ETH) (hereinafter referred to as "capital," "investments"), under trust management to the Fund within 7 (seven) days from the moment of signing this Agreement.

1.2. The Lock-up period is 1 (one) year. Before the expiration of the Lock-up period, the Investor has the right, at their discretion, by notifying the Fund in writing at least one month in advance, to demand the return of the remaining Deposit, and paying the Fund 5% of the initial Deposit amount. For the avoidance of doubt, the Fund is not responsible for the fact that the remaining Deposit may be less than the initially transferred Deposit amount, except in cases when the Investor proves the existence of major intentional violation by the Fund of the investment strategy agreed upon with the Investor.

1.3. In accordance with the terms of this Agreement, the Fund undertakes to pay the Investor the net profit at the end of the cooperation period specified in clause 1.2 of this Agreement, upon the occurrence of the conditions specified in Chapter 3 of this Agreement.

1.4. At any time during the term of this Agreement, the Investor has the right to increase the Deposit amount by an amount of not less than 10,000 USD.

1.5. When making an additional Deposit amount of 10,000 USD or more, the Parties undertake to conclude an additional agreement to this Agreement regarding the increase in the Deposit amount.

1.6. This Agreement is valid for 2 (two) years from the date of its signing.

1.7. The Parties may extend this Agreement by signing a corresponding additional agreement. In the event that neither Party notifies the other Party in writing of the termination of this Agreement one month before its expiration, this Agreement is considered extended for a monthly period and, upon expiration of each subsequent month, is automatically extended for one month based on this provision.

2. RIGHTS AND OBLIGATIONS

2.1. Rights of the Fund:

2.1.1. The Fund does not provide any guarantees regarding potential profits or losses for the Investor.

2.1.2. The Fund is not entitled to provide any market forecasts to the Investor.

2.1.3. The Fund is not entitled to provide investment advice to the Investor. Nothing in this Agreement should be construed as investment advice to the Investor.

2.1.4. If, after 1 (one) year, the Investor's capital does not yield the expected profit, the Fund may recommend not withdrawing the Deposit amount until the target for net profit is achieved.

2.1.5. The Fund is entitled not to implement the recommendations, instructions, and advice of the Investor regarding changes in strategies, asset allocations, and investments.

2.1.6. The Fund operates under Risk Management rules and does not engage in high-risk transactions (pump/dump) for short-term speculation purposes.

2.1.7. The Fund is entitled to accept investments in USDT/USDC or BTC/ETH, in accordance with the strategy chosen by the Investor.

2.1.8. The Fund, if necessary due to market conditions, has the right to unilaterally adjust the investment strategy agreed upon with the Investor, as well as apply a different strategy different from the previously agreed one.

2.1.9. The Fund has the right to terminate this Agreement unilaterally at any time before its expiration by sending a termination notice in the form of an electronic message to the addresses/phone numbers specified in the Parties' Details. If the Fund exercises this right, it must return the Deposit amount to the Investor within one month.

2.2. Obligations of the Fund:

2.2.1. Upon signing this Agreement, the Fund undertakes to inform the Investor about the chosen capital investment strategy.

2.2.2. The Fund undertakes to provide the Investor with a report on the profit and loss of the Investor's capital.

2.2.3. The Fund undertakes to use the received amount only for the intended purpose initially agreed upon by both Parties: trust management using the Risk Management model to maximize net profit.

2.2.4. The Fund undertakes to apply reasonable measures accepted in the crypto industry to ensure the safe use of the Investor's funds.

2.3. Investor's Rights:

2.3.1. By signing this Agreement, the Investor understands the increased risks of investing in this industry and the use of Blockchain technology due to their rapid development and weak legislative regulation.

2.3.2. The Investor has the right to ask questions to the Fund at any time by sending a message via the Telegram messenger or by email, as specified in the Parties' Details of this Agreement.

2.3.3. The Investor has the right to unilaterally terminate this Agreement at any time in accordance with the conditions provided in Chapter 3 of this Agreement. In this case, the Investor agrees to send a notice of termination of the Agreement to the Fund in the form of an electronic message to the addresses/phone numbers specified in the Parties' Details.

2.3.4. The Investor may receive an additional commission for attracting a new Investor (conditions are discussed individually).

2.3.5. The Investor has the right to independently convert the capital and provide it to the Fund in the cryptocurrency USDT/USDC or BTC/ETH by involving their own brokerage organizations.

2.4. Investor's Obligations:

2.4.1. The Investor undertakes to deposit the investment capital amount specified in clause 1.1. of this Agreement within 7 (seven) week days from the date of signing this Agreement. The Fund is not obligated to accept and is not considered to have accepted the investment capital amount deposited with a delay, except in cases where the Fund explicitly and unequivocally expresses its consent to such acceptance.

2.4.2. The Investor undertakes to provide the Fund with a list of potential trustees to whom the Fund will transfer funds in the event of the Investor's death, serious illness, or incapacity, in accordance with Chapter 7 of this Agreement.

2.4.3. The Parties undertake to communicate with each other by exchanging messages/correspondence in messengers, via email, as specified in the Parties' Details of this Agreement. If a Party does not notify the other Party in writing in advance (via the email specified in the details) of a change in the communication method, the use of a means of communication not provided for in the Agreement is not considered adequate.

3. FINANCIAL OBLIGATIONS

3.1. After 1 (one) year from the date of entering into this Agreement, unless otherwise specified in the Agreement, the Investor has the right to demand the payment of net profit from the Fund in the following manner:

3.1.1. In the event of realizing net profit, in accordance with the strategy chosen by the Investor and described in the additional agreement to this contract.

3.2. The Fund withholds a 20% (twenty percent) fee exclusively from the earned net profit.

3.2.1. Additionally, the Fund at the time of making the Deposit by the Investor charges a commission for the Trust Management in the amount of 3% of the Deposit amount for each year of Trust Management. At the same time, the amount of net profit to be transferred to the Investor at the time when the Fund has an obligation to pay net profit is subject to reduction by the amount of payments made to the Investor.

3.3. By mutual agreement with the Fund, the Investor has the right to receive a refund of the Deposit amount in USDT/USDC/BTC/ETH.

3.4. If the Investor expresses readiness to extend this Agreement, the Fund undertakes to recalculate this amount and conclude a new additional Agreement with the Investor.

3.5. The Investor agrees to inform the Fund of the intention to receive payment of net profit by sending an email or other means of communication to the email address specified in the details of this Agreement.

3.6. The calculation of all investments and payments between the Fund and the Investor is made in electronic digital dollar USDT/USDC, except for investments deposited in BTC/ETH.

3.7. After receiving the Investor's capital, the Fund undertakes to place the funds in accordance with the strategy chosen by the Investor. The placement of funds occurs on the 1st and 15th of each month. The minimum placement period is 7 (seven) week days.

4. CONFIDENTIAL INFORMATION

4.1. The Parties agree that all information exchanged by the Parties, including personal data, reports, any documents, records, video calls, chat screenshots, information conveyed in phone conversations, and other details, is considered confidential.

4.2. The Parties undertake not to disclose confidential information of either Party to third Parties without mutual written consent.

4.3. Confidential information is protected indefinitely.

4.4. The Party having disclosed confidential information is obligated to compensate the other Party for all losses incurred as a result of or in connection with such disclosure.

5. PARTIES' RESPONSIBILITIES

5.1. The Investor understands all possible risks associated with entering into this Agreement.

5.2. The Fund is not financially liable and cannot be considered in breach of obligations to the Investor arising from this Agreement or directly due to applicable legislation, except as determined in clause 5.3. of this Agreement.

5.3. The Fund is responsible to the Investor only for intentional and dishonest conduct, the existence of which has been confirmed in a legal proceeding. Unless otherwise provided by imperative norms of applicable legislation, liability not specified in the provisions of this Agreement, including for minor breaches, is excluded. The Fund does not compensate for the loss of Investor funds under the following circumstances:

5.3.1. In the event of the exchange platform hacks where the funds are stored.

5.3.2. In the case of hack attacks resulting in the paralysis of the entire Blockchain network or certain smart contracts.

5.3.3. In the event of hack attacks of decentralized wallets.

5.4. The Fund is not responsible for losses arising from or related to the following circumstances: unfavorable changes in the crypto market, changes in asset values, changes in legislation and regulation, the influence of other external factors beyond the Fund's control.

5.5. The Fund is not responsible for losses resulting from the actions or inactions of third parties, including but not limited to cryptocurrency exchanges, custodial service providers, blockchain solution providers that the Fund is engaged in.

5.6. In the event that the Fund is liable to the Investor in accordance with this Agreement, the amount of compensable losses is limited to the actual documented damage and cannot exceed the Deposit amount. Indirect losses are not subject to compensation.

6. FORCE MAJEURE

6.1. The Parties are not liable for the non-performance of their obligations in the event of force majeure circumstances, defined as an unforeseen, insurmountable event that occurs as a result of circumstances beyond the control of the Parties and makes the performance of this Agreement impossible. Specifically, force majeure cases include negative and unforeseen changes in legislation or regulations affecting the assets in the client's portfolio; attacks on blockchain network protocols; attacks and technical failures of crypto exchanges and blockchain infrastructure; cryptocurrency forks caused by sudden changes in protocols; natural disasters causing disruptions in blockchain network infrastructure; epidemics and other global catastrophes; and other extraordinary and unavoidable circumstances.

6.2. In the event of force majeure circumstances, the Agreement is suspended until the cessation of the force majeure circumstances. However, if the Parties cannot resume the performance of this Agreement within 30 (thirty) days from the occurrence of such circumstances, the Parties may agree on alternative terms for the execution of this Agreement.

7. TRANSFER OF RIGHTS AND DUTIES TO TRUSTEES

7.1. In the event that during the execution of this Agreement, the Investor has completely or partially lost legal capacity, as well as in the event of the Investor's death or an accident that makes it impossible to independently exercise rights and fulfill obligations under this Agreement (coma, loss of memory, head and body injuries, etc.), all rights and obligations are transferred to the First Trustee specified in Chapter 9. In addition, the First Trustee may transfer their rights and obligations under this Agreement to a third party with the consent of the Fund.

7.2. In the event of the circumstances mentioned in clause 7.1, the First Trustee undertakes to notify the Fund within 15 (fifteen) days of the incapability of the Investor to further exercise rights and fulfill obligations under this Agreement by sending a corresponding notification and providing documents confirming such circumstances issued by authorized government authorities of the country in which the Investor is a resident. The Fund may, at its own initiative but at the expense of the Investor, appoint an examination to establish the authenticity of the documents provided in case of doubts about their validity. Upon receipt of the notification and the conduct of the examination, the Fund appoints the Trustees in an exclusive orderly manner.

7.3. In the event that the First Trustee has completely or partially lost legal capacity, as well as in the event of an accident that makes it impossible to independently exercise rights and fulfill obligations under this Agreement (coma, loss of memory, head and body injuries, etc.), all rights and obligations of the First Trustee are transferred to the Second Trustee specified in Chapter 9 of this Agreement. The transfer of rights and obligations under this Agreement is carried out after proper notification of the Fund, the procedure for which is determined by clause 7.2.

7.4. Rights and obligations under this Agreement are transferred to trustees exclusively in the order provided for in this Agreement.

7.5. Rights and obligations under this Agreement are transferred to the Second Trustee exclusively in the case provided for in clause 7.3. of this Agreement.

7.6. Personal data of the First and Second Trustees are specified in Chapter 9 of this Agreement. The Fund is not responsible for the accuracy of the data about the trustees provided by the Investor.

8. OTHER TERMS

8.1. This Agreement enters into legal force upon its signing and remains in effect until the complete fulfillment of the obligations by the Parties.

8.2. This Agreement, as well as additional agreements to it, may be signed by electronic signature, by placing a signature in Adobe, and exchanging electronic scans of this Agreement.

8.3. This Agreement is drawn up in two identical copies, each having legal force, one for each Party.

8.4. Disputes arising between the Parties are resolved through negotiations. In case of failure to reach an agreement during negotiations, any dispute, disagreement, or claim arising from this Agreement or in connection with it, including the existence, validity, interpretation, performance, breach, or termination thereof, or any dispute concerning non-contractual obligations arising from it or in connection with it, must be submitted for consideration and finally resolved in arbitration governed by the Hong Kong International Arbitration Centre (HKIAC) in accordance with the HKIAC Arbitration Rules in effect at the time of the arbitration notice.

The governing law of this arbitration clause is English law. The applicable law for this Agreement is the law of the state of Delaware.

The venue of the arbitration is London.

The number of arbitrators shall be three. The arbitration proceedings are conducted in the English language.

8.5. Claims must be considered by the Parties within 30 (thirty) business days from the date of their receipt in writing. All amendments and additions to this Agreement are valid if made in writing and signed by the Parties, including by electronic signature in accordance with clause 8.2.

8.6. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any jurisdiction, this shall not affect the legality, validity, or applicability of the remaining provisions in that jurisdiction or the provision in any other jurisdiction.

To the extent that any provision of the Agreement is invalid, illegal, or unenforceable, the Parties agree to include in the Agreement a provision that is most equivalent to the provision that is invalid, illegal, or unenforceable and is valid, legal, and enforceable in the relevant jurisdiction.

8.7. By entering into this Agreement, the Investor confirms that they have reviewed all founding and other internal documents of the Fund.

9. TRUSTEES

<u>Investor</u>	
First Trustee	Full Name DOB: Passport No
	Email Tel. Telegram
Second Trustee	Full Name DOB: Passport No
	Email Tel. Telegram

10. INVESTMENT AMOUNT

Deposit amount in Stablecoin (USDT/USDC)
Date of deposit

11. PARTIES' DETAILS

FUND	INVESTOR
<p>The Secret Capital LLC A SERIES OF OTOCO MATIC DE LLC Registered at: 108 West 13th Street, City of Wilmington, Country of New Castle, Delaware 19801: With NFT ID #329 of contract address 0x54dED98a6720EcEAA54EB0F858c81737 CDe9FF9E</p>	<p>Full Name _____ _____ DOB _____ Passport No _____ Date of Issue _____ Residing Address _____ _____</p>
<p>Email _____ Phone _____ Telegram @theseecretcapital Website theseecretcapital.com</p>	<p>Email _____ Phone _____ Other contact information/Trustee _____</p>
<p>Fund Representative _____ (Signature)</p>	<p>Investor _____ (Signature)</p>