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**Financial Agreement- Taking a share in the Monio MMORTS.**

**Section A. Terms.**

MMORTS: Massive Multiplayer Online Real Time Strategy.  
FBCD: Financial Business Case Document.  
PPP: Primary Purchase Phase.  
SEP: Server Expansion Phase.  
Project: The Monio MMORTS Project, nothing more, nothing less.  
FFZ: Financial Free Zone. This is the period of time when the Project is still fully funded but has had phase 1 released to the general public.

**Section B.**

This agreement is accompanied by an FBCD, and its limitations, expectations, and reasonings presented in said document.

**Section C. Definition and scope of this document.**

1. This document outlines in mutual agreement, the financial responsibilities of the investors, and of the project management team.
2. This document outlines the revenue split, and the financial responsibilities of each receiving member.

**Section D. Ownership of Project and what your share buys you.**

1. Purchasing a share in the Project buys you the never-ending right to a share of the revenue, except in the case the Project is shut down.
2. Purchasing a share in the project buys you the never-ending right to the appropriate financial split in the value of all goods purchased in the PPP (Primary Purchase Phase) and the SEP.
3. Purchasing a share in the Project does not give a share in the Game Development Studio operated by Ruell and Joel.
4. Purchasing a share in the Project is a once-off only, and no investor is liable for staffing costs, utility costs, rent costs or any other costs associated with the project.
5. Purchasing a share in the Project does not give an executive right or control over the Project in any manner. Responsibility ends at purchasing a share. The FBCD covers all financial scenarios and limitations.
6. Investors accept no responsibility for the changing expenses or financial operating environment of the Project. A financial overflow and forgiving financial adjustment strategy is covered in the FBCD.
7. Your share gives you the entitlement to take a share of money from revenue. Management of the Project are responsible for covering the ongoing cost of the Project.

**Section E. Financial liability of investors.**

1. None, except where stipulated in the accompanying FBCD, with particular reference to the PPP and the SEP.
2. Refer to section D for other notable exemptions of financial liability.

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**Section F. Financial responsibility of the Project management team.**

1. The management team of the Project do not fund the PPP, but take responsibility over the agreed distribution of funds as per the FBCD.
2. After the PPP, the staffing, utilities and office rent costs.
3. The SEP and all related costs.

**Section G. Liquidation or closure of Project and/or the Game Development Studio.**

1. Assets purchased during the PPP and all SEPs will have their financial value split appropriately between investors according to the share of revenue they own, ignoring Ruell and Joel’s share of revenue. These assets do not include any buildings or assets owned by Ruell and Joel’s Game Development Studio.
2. If managed by a third party, any financial shares are according to their goals or policies.
3. Revenue split should be up to date, but if not, any remaining money in the applicable revenue bank account is split appropriately between investors according to the share of revenue they own, ignoring Ruell and Joel’s share of revenue. This occurs only after all utility, rent, and staff financial obligations have been paid.
4. In the case of a closure of the Game Development Studio, any assets or finances gained from such an occurrence will be under the discretion of Ruell and Joel as to whether they cover any other financial responsibilities.

**Section H. Exact share split.**

1. Ruell and Joel take a 75% share of the revenue obtained from the Google Play Store. This covers taxes, legal costs, and business costs. This share becomes the property of Ruell and Joel’s Game Development Studio and no longer liable for any split required by the Project.
2. 25% of all revenue obtained from the Google Play Store is split appropriately between all investors according to their share of the revenue.
3. During the FFZ, the Project management team will remove any applicable taxes or costs required by any applicable government, and then share the rest of the revenue appropriately between all investors according to their share of the revenue. Ruell and Joel will not, at this time, take the 75% share of revenue required for the business.

**Section I. Signing and revision.**

1. This document must be signed by:
   1. The investor.
   2. Ruell and Joel.
   3. The Project’s legal consultant.
2. A witness is not necessary, as this document may be signed overseas, scanned, and emailed. However, scanning this document overseas requires the following conditions be met:
   1. Joel witnesses the signing over webcam.
   2. Joel signs the received document with an added note declaring Joel is happy and confident that the signature received is the signature he saw being signed.
   3. Ruell signs the document.
   4. The Project’s legal consultant signs the document.
3. This contract cannot be revised or updated at a later date, and remains in effect until the Project is closed.

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**Section J. Buying and selling shares.**

1. Investors can freely discuss and agree to any terms to sell, trade or buy their’s and other’s shares.
2. The transfer of ownership of a share(s) or portion of a share, can occur only through the administration of Joel Estaniel, and under all of the following conditions:
   1. Joel obtains an express written directive from the share seller stating the relevant percentage and the price that will be paid.
   2. Joel is completely confident that all documents are genuine and this is a genuine sale attempt by the seller and buyer with their full knowledge and understanding.
   3. Applicable revenue is paid as normal or backpaid as normal under all reasonable conditions up to the point of Joel presiding over and signing the share transfer.
3. Ruell and Joel cannot purchase a share.
4. Ruell and Joel cannot be held responsible for unforseen variability in revenue that may cause a seller or buyer to regret their share transfer, even if the share transfer proceeded on information, advice, or insight on behalf of Ruell and /or Joel.
5. Joel Estaniel does not approve the transfer of the ownership of a share until provided proof of the agreed price transferred into the seller’s account. As such, all applicable bank transfers continue as normal until the share or portion of share is signed over by Joel.

**Section K. Legal amendment.**

1. Whilst this document cannot be changed at any point in the future, it can however have an amendment made and added, on a separate piece of paper, notifying the document holder of any legal requirement, court ruling, or law adjustment that may affect the whole of or part of the document, where the whole of or part of the document is found to be inadequate, illegal, unreasonable, unclear or in error.

**Section L. Acknowledgement.**

Sign above the line. Write name to the right of signature. Initial each page.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
(shareholder)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
(Joel Estaniel)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
(Ruell Magpayo)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
(Legal Consultant)