

PROJECT UMBRELLA & SHARED VENTURE AGREEMENT

*Operating under the established name: **Wizards' Den (WizDen)***

This Shared Venture Agreement (the "Agreement") serves as a formal declaration and memorialization of the operational standards, collective purpose, and shared understandings of the individuals (the "Members") collaborating on the project known as **Wizards' Den** or **WizDen** (the "Venture").

To provide immediate legal and operational stability, the Members agree that the Venture shall temporarily operate under the legal framework of **Vervana Services LLC** (the "Sponsor Entity"). The Sponsor Entity agrees to act as the legal and fiscal umbrella for the Venture, while honoring the Venture's internal intent to operate in a non-profit, community-driven capacity.

Article I: Purpose and Operational Intent

The Members are engaged in a shared venture to build, manage, and grow Wizards' Den. While operating under a limited liability company, the fundamental internal principle of this Venture remains that it is operated for the benefit of its community and mission, not for the individual financial enrichment of any single Member. All efforts, contributions, and resources are dedicated to advancing the Venture's collective goals.

Article II: Absolute Collective Stewardship of Assets

To ensure the stability and security of the Venture, it is strictly agreed that no single individual Member owns the infrastructure or assets of Wizards' Den. Ownership and liability are legally held by the Sponsor Entity (Vervana Services LLC) strictly in trust and stewardship for the collective Venture. Specifically:

- **Digital Infrastructure:** All servers, hosting accounts, domain names, cloud storage, and databases provisioned for the Venture fall under the jurisdiction of the Sponsor

Entity, regardless of whose personal name, email address, or payment method was initially used to register them.

- **Accounts and Access:** All administrative accounts, social media profiles, API keys, passwords, and security credentials created for or utilized by the Venture are Venture property managed by the Sponsor Entity.

No individual Member acting on behalf of Wizards' Den may claim personal ownership over any Venture asset, nor may they use administrative access as leverage against the collective or the Sponsor Entity for personal grievances or demands.

Article III: Duties of Stewardship and Good Faith

Each Member acting within the Venture operates in a position of trust. Members agree to act at all times in good faith and in the best interests of Wizards' Den. Any Member holding access keys, passwords, or administrative rights over Venture assets does so strictly as a *delegate* on behalf of the collective and the Sponsor Entity, not as an ultimate owner.

Article IV: Departure and Mandatory Handover

The collective nature of Wizards' Den dictates that the organization must survive the departure of any individual Member. In the event that a Member voluntarily steps down, is removed by a consensus of the remaining Members, or otherwise ceases to participate:

- The departing individual must immediately and unconditionally relinquish all access, credentials, and control over Venture assets to the remaining active Members and the Sponsor Entity.
- The departing individual explicitly agrees not to alter, delete, copy for personal use, or restrict access to any shared data, servers, or accounts during or after their departure.

- Failure to hand over digital assets, or the intentional withholding of access to Venture infrastructure, constitutes a direct violation of this Agreement, actionable by the Sponsor Entity.

Article VI: Affirmation

By signing below, the Members affirm that these principles accurately reflect the ongoing nature of their collaboration. The Members acknowledge that this Agreement memorializes the rules that have governed Wizards' Den since its inception and authorizes Vervana Services LLC to enforce these rules legally.

Printed Name:

Date:

Printed Name:

Date:

Printed Name:

Date:

Printed Name:

Date: