

# SHEP Technical & Growth Partner Agreement

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Effective Date: \_\_\_\_\_, 2026

This Agreement is entered into by and between **Sanoj Allen, d/b/a SHEP** ("Founder") and **William Groves** ("Partner"), collectively the "Parties."

## 1. PURPOSE

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The Founder has developed and operates a legal education platform known as SHEP (sheplegal.com). The Partner wishes to contribute technical, distribution, and strategic services to SHEP in exchange for an equity interest in the business and any successor entity, subject to the vesting schedule described herein.

## 2. ROLE & RESPONSIBILITIES

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The Partner shall serve as **Technical & Growth Partner** with responsibilities across three domains:

### (a) Technical (approximately 5-6 hours per week)

- Develop features, fix bugs, and perform code review on the SHEP codebase
- Own and improve search infrastructure and in-app legal research functionality
- Contribute to engineering projects including the progressive onboarding system and platform scaling
- Participate in technical architecture decisions

### (b) Distribution (approximately 3-4 hours per week)

- Conduct outreach to law school professors and administrators for pilot partnerships
- Attend and participate in school demo meetings alongside the Founder
- Support partnership development conversations with distribution partners
- Represent SHEP's technical credibility in institutional settings

### (c) Strategy (approximately 1-2 hours per week)

- Attend a weekly sync call with the Founder (minimum 30 minutes)
- Contribute to product direction, go-to-market strategy, and growth decisions
- Be available asynchronously for ad-hoc strategic questions within 24 hours on weekdays

**Total estimated weekly commitment: 10-12 hours.**

The parties acknowledge that weekly hours may vary. The commitment described above represents a good-faith baseline expectation, not a rigid quota. Sustained periods of inactivity (defined as less than 3 hours per week for 4 or more consecutive weeks without prior agreement) may constitute grounds for termination under Section 6.

## 3. EQUITY GRANT

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### (a) Amount

The Partner's equity interest consists of two components: a base grant subject to time-based vesting, and milestone bonuses earned upon achievement of specific business outcomes.

**(b) Base Grant**

The Founder shall grant the Partner a base equity interest equal to **fifteen percent (15%)** of the ownership of SHEP and any successor entity incorporated to operate the SHEP platform. This base grant shall vest over a period of **twenty-four (24) months** from the Effective Date, subject to the following schedule:

PERIOD	EVENT	CUMULATIVE BASE VESTED
Months 0-2	Cliff period — no equity vests	0%
Months 3-5	Monthly vesting begins (~0.625% per month)	1.875%
Month 6	6-month commitment bonus — accelerated vest (5.0% total)	5.0%
Months 7-24	Monthly vesting of remaining 10% (~0.556% per month)	Increasing to 15.0%
Month 24	Fully vested	15.0%

**(c) Milestone Bonuses**

In addition to the base grant, the Partner may earn up to **ten percent (10%)** in additional equity upon achievement of the following business milestones. Milestone equity vests immediately upon achievement. All milestones must be achieved within **24 months** of the Effective Date; any unearned milestone equity expires at that point.

MILESTONE	BONUS	CRITERIA
500 registered users	+1%	500 unique registered accounts on the SHEP platform
2,000 registered users	+2%	2,000 unique registered accounts on the SHEP platform
\$5K MRR	+1%	Monthly recurring revenue reaches \$5,000
\$10K MRR	+2%	Monthly recurring revenue reaches \$10,000
First paid institutional contract	+2%	A law school or educational institution executes a paid agreement for SHEP access
Strategic distribution partnership	+2%	A partnership agreement resulting in 250 or more registered users attributable to the partner channel
<b>Total milestone equity</b>	<b>+10%</b>	

**Maximum total equity under this Agreement: 25%** (15% base + 10% milestones). This is separate from and in addition to any equity acquired through investment instruments.

Milestones reflect company outcomes that the Partner is expected to help drive through technical, distribution, and strategic contributions. Achievement is measured by the Founder in good faith using platform analytics and executed agreements.

**(d) Cliff**

If the Partner ceases to provide services before the two-month (60-day) cliff date, no base equity shall vest and the Partner shall have no ownership interest in SHEP. Milestone bonuses earned prior to the cliff date, if any, shall be retained.

**(e) Termination of Vesting**

Base vesting shall cease immediately upon termination of this Agreement under Section 6. The Partner shall retain all base equity vested as of the termination date and all milestone equity previously earned. Unvested base equity and unearned milestone equity shall be forfeited.

**(f) Successor Entity**

Upon incorporation of SHEP as a corporation or LLC, the Founder shall cause the successor entity to issue shares or membership units reflecting the Partner's vested, unvested, and milestone equity interests, subject to the same schedules. The Partner shall execute all documents reasonably necessary to effectuate this transition.

**(g) Compensation**

No cash compensation shall be paid to either party under this Agreement until the business reaches **\$10,000 in monthly recurring revenue (MRR)**, at which point the Parties shall negotiate cash compensation in good faith for all contributing parties. Until that threshold is met, equity is the sole form of compensation for services rendered under this Agreement.

**(h) Equity Summary**

COMPONENT	EQUITY	MECHANISM
Base grant	15%	Time-based, 24-month vest, 60-day cliff
Milestone bonuses	Up to 10%	Immediate vest on achievement, 24-month expiry
Investment (separate instrument)	~2%	Convertible note at \$500,000 cap
<b>Maximum total ownership</b>	<b>~27%</b>	

**4. INTELLECTUAL PROPERTY**

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**(a) Assignment**

All work product created by the Partner in connection with services provided under this Agreement — including but not limited to code, designs, documentation, strategies, and business development materials — shall be the sole and exclusive property of SHEP and any successor entity ("Company IP").

**(b) Prior Work**

This Agreement does not affect ownership of any intellectual property created by the Partner prior to the Effective Date or outside the scope of SHEP-related work.

**(c) No License Back**

The Partner shall have no license to use Company IP outside of performing services under this Agreement, except as may be separately agreed in writing.

**5. RELATIONSHIP TO INVESTMENT**

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The equity granted under this Agreement is separate from and independent of any investment made by the Partner pursuant to any convertible promissory note, SAFE, or other investment instrument between the Parties. The equity

herein is granted in consideration of services, not capital. The two instruments shall appear as separate line items on the company's capitalization table.

## 6. TERMINATION

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### (a) By Either Party

Either party may terminate this Agreement upon 30 days' written notice to the other party.

### (b) For Cause

The Founder may terminate this Agreement immediately if the Partner:

- (i) Materially breaches this Agreement and fails to cure within 14 days of written notice;
- (ii) Engages in sustained inactivity as defined in Section 2; or
- (iii) Engages in conduct materially harmful to SHEP's business or reputation.

### (c) Effect of Termination

Upon termination, the Partner retains all vested equity. Unvested equity is forfeited. The Partner's obligations under Section 4 (Intellectual Property) survive termination.

## 7. GENERAL PROVISIONS

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**(a) Independent Contractor.** The Partner is an independent contractor, not an employee. The Partner is responsible for all taxes arising from compensation received under this Agreement.

**(b) No Conflicts.** The Partner represents that providing services under this Agreement does not violate any obligation to any current employer, including but not limited to non-compete or intellectual property assignment agreements. The Partner is responsible for verifying compliance with any applicable employment policies.

**(c) Confidentiality.** The Partner shall not disclose proprietary information regarding SHEP's technology, business strategy, user data, or financial information to third parties without the Founder's prior written consent.

**(d) No Management Authority.** The Partner shall not have authority to bind SHEP or any successor entity to contracts, obligations, or expenditures without the Founder's prior written approval.

**(e) Governing Law.** This Agreement shall be governed by the laws of the State of New York.

**(f) Amendments.** This Agreement may be amended only by written agreement signed by both Parties.

**(g) Entire Agreement.** This Agreement, together with any convertible promissory note or investment instrument executed between the Parties, constitutes the entire agreement between the Parties regarding the Partner's equity interest and role in SHEP.

## 8. REVIEW POINT

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The Parties agree to conduct a mutual review of this arrangement at the **six-month mark** from the Effective Date. This review is an opportunity for both parties to assess whether the arrangement is working, adjust responsibilities, and discuss the path forward. The review is advisory and does not automatically trigger any changes to vesting or equity.

## SIGNATURES

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	FOUNDER	PARTNER
<b>Signature</b>	_____	_____
<b>Name</b>	Sanoj Allen, d/b/a SHEP	William Groves
<b>Date</b>	_____	_____

*Draft for discussion. Both parties should review with independent counsel before execution.*