

# 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. DEFINITIONS

(a) "**Company**" means the business currently operated by Founder as a sole proprietorship under the name "SHEP," and any successor entity (corporation, LLC, or other legal entity) formed to operate the SHEP platform.

(b) "**Equity Interest**" means a percentage ownership interest in the Company, calculated on a **fully diluted basis** — including all issued and outstanding equity, all equity reserved for issuance under this Agreement and any other equity agreements, all equity reserved under any equity incentive plan, and all equity issuable upon conversion of convertible instruments — but excluding any unissued and unreserved authorized shares.

(c) "**Fully Diluted Capitalization**" means, at any given time, the total number of shares or membership units that would be outstanding if all equity interests (vested and unvested), options, warrants, convertible instruments, and equity reserved under incentive plans were fully exercised or converted.

(d) "**Platform**" means the web application operated at sheplegal.com, including all associated databases, APIs, content, and intellectual property.

(e) "**MRR**" means Monthly Recurring Revenue, defined as the total amount of subscription or licensing revenue billed monthly on a recurring basis, excluding one-time fees, calculated using the trailing 30-day period.

(f) "**Registered Users**" means unique user accounts on the Platform that have completed email verification, excluding test accounts, bot accounts, and accounts created by the Founder or Partner for development purposes.

## 2. PURPOSE

The Founder has developed and operates the Platform. The Partner wishes to contribute technical, distribution, and strategic services to the Company in exchange for an equity interest, subject to the vesting and milestone provisions described herein.

## 3. ROLE & RESPONSIBILITIES

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

(a) **Technical.** Develop features, fix bugs, perform code review, contribute to engineering projects, and participate in technical architecture decisions.

(b) **Distribution.** Conduct outreach to law school professors and administrators, participate in institutional demo meetings, support partnership development, and represent the Company's technical credibility in institutional settings.

**(c) Strategy.** Attend a weekly sync with the Founder, contribute to product direction and go-to-market decisions, and be available asynchronously for strategic questions.

**Estimated commitment: 10-12 hours per week.** The Parties acknowledge that weekly hours will vary. This represents a good-faith baseline, not a rigid quota. Contribution is measured by outcomes and responsiveness, not hours logged. Sustained periods of non-contribution (defined as fewer than two meaningful contributions — commits, meetings attended, outreach conducted, or strategic input provided — in any rolling 4-week period, without prior written agreement) may constitute grounds for termination under Section 7.

## 4. EQUITY GRANT

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### (a) Base Grant

The Founder shall grant the Partner a base Equity Interest equal to **fifteen percent (15%)** of the Fully Diluted Capitalization of the Company as of the Effective Date. This base grant shall vest over **twenty-four (24) months** from the Effective Date as follows:

PERIOD	EVENT	CUMULATIVE VESTED
Months 0-2	Cliff — no equity vests	0%
Months 3-5	Monthly vesting (~0.625%/month)	1.875%
Month 6	Accelerated vest — total reaches 5.0%	5.0%
Months 7-24	Monthly vesting (~0.556%/month)	Increasing to 15.0%
Month 24	Fully vested	15.0%

### (b) Milestone Grants

The Partner may earn up to **ten percent (10%)** in additional Equity Interest upon achievement of the following milestones. Milestone equity vests immediately upon verified achievement. All milestones must be achieved within **24 months** of the Effective Date; unearned milestone equity expires thereafter.

MILESTONE	GRANT	VERIFICATION METHOD
500 Registered Users	+1%	Platform analytics dashboard, verified by both Parties
2,000 Registered Users	+2%	Platform analytics dashboard, verified by both Parties
\$5,000 MRR	+1%	Payment processor records (Stripe or equivalent), verified by both Parties
\$10,000 MRR	+2%	Payment processor records, verified by both Parties
First paid institutional contract	+2%	Executed agreement with a law school or educational institution
Strategic distribution partnership	+2%	Executed partnership agreement + 250 Registered Users attributable to partner channel within 6 months of partnership execution

**Milestone verification.** Each milestone is verified jointly by both Parties using the specified verification method. If the Parties disagree on whether a milestone has been achieved, the dispute shall be resolved under Section 10. Neither Party may unilaterally declare a milestone achieved or unachieved.

**Maximum equity under this Agreement: 25%** (15% base + 10% milestones), calculated on a Fully Diluted basis as of the Effective Date. This is separate from equity acquired through investment instruments.

#### (c) Nature of Equity

Until the Company is incorporated, the Equity Interest represents a contractual right to a percentage of the economic value of the business and any successor entity. Upon incorporation, the Company shall issue to Partner shares of common stock (or equivalent membership units) reflecting Partner's vested and unvested Equity Interest, subject to the same vesting schedule and a standard restricted stock agreement or restricted stock unit agreement. Partner shall execute all documents reasonably necessary to effectuate this issuance within 30 days of incorporation.

#### (d) Dilution

Partner's Equity Interest shall be subject to **proportional dilution** on the same basis as Founder's equity in connection with future financings, equity incentive plans, or issuances. Partner shall have no anti-dilution protection on equity granted under this Agreement. For clarity: if the Company issues new equity reducing Founder from 75% to 60% (a 20% dilution), Partner's interest dilutes proportionally on the same terms.

#### (e) Tax Matters

**The Partner is solely responsible for all tax consequences arising from this equity grant.** The Parties acknowledge that equity grants to service providers may be taxable events. The Partner is strongly advised to consult with a tax advisor regarding the potential benefits of filing an election under Section 83(b) of the Internal Revenue Code within 30 days of the equity grant or share issuance. The Company makes no representations regarding tax treatment and shall have no liability for Partner's tax obligations.

**(f) Cliff**

If the Partner ceases to provide services before the 60-day cliff date, no base equity shall vest. Milestone equity earned prior to the cliff, if any, shall be retained.

**(g) Vesting on Termination**

Upon termination under Section 7, base vesting ceases immediately. Partner retains all vested base equity and all earned milestone equity. Unvested base equity and unearned milestone equity are forfeited.

**5. REPURCHASE RIGHTS**

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**(a) Unvested Equity**

Upon termination for any reason, the Company shall have the right (but not the obligation) to repurchase all unvested equity at the original cost basis of **\$0.00** (as the equity was granted for services, not cash).

**(b) Vested Equity — Voluntary Departure**

If the Partner voluntarily terminates this Agreement (other than for Good Reason as defined below), the Company shall have a **right of first refusal** on any subsequent transfer of vested equity. If the Partner wishes to sell or transfer vested equity to a third party, the Company has 60 days to match the offer and purchase the equity at the same price and terms.

**(c) Vested Equity — Termination for Cause**

If the Founder terminates this Agreement for Cause under Section 7(b), the Company shall have the right to repurchase vested equity at **fair market value**, determined by mutual agreement or, failing agreement, by an independent valuation conducted under Section 10.

**(d) Good Reason**

"Good Reason" means: (i) a material reduction in Partner's equity rights without consent, (ii) a material breach of this Agreement by Founder that remains uncured for 30 days after written notice, or (iii) a change of control of the Company in which Partner's equity rights are not honored.

**6. COMPENSATION**

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No cash compensation shall be paid to either Party under this Agreement until the Company reaches **\$10,000 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.

**7. TERMINATION**

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**(a) By Either Party**

Either Party may terminate this Agreement upon **30 days' written notice**. Upon termination by the Partner without Good Reason, the repurchase provisions of Section 5 apply.

**(b) For Cause (by Founder)**

The Founder may terminate immediately if the Partner: (i) materially breaches this Agreement and fails to cure within 14 days of written notice; (ii) engages in sustained non-contribution as defined in Section 3; or (iii) engages in fraud, willful misconduct, or conduct materially harmful to the Company's business or reputation.

**(c) For Good Reason (by Partner)**

The Partner may terminate for Good Reason as defined in Section 5(d), in which case all base equity scheduled to vest within the following 6 months shall accelerate and vest immediately.

**(d) Effect of Termination**

Upon termination: (i) Partner retains all vested base equity and earned milestone equity, subject to repurchase rights; (ii) unvested equity and unearned milestones are forfeited; (iii) Sections 4 (Equity — to the extent vested), 5 (Repurchase), 8 (IP), 9 (Confidentiality), and 10 (Disputes) survive termination.

**8. INTELLECTUAL PROPERTY**

**(a) Assignment.** All work product created by the Partner in connection with services under this Agreement — including code, designs, documentation, strategies, and business development materials — shall be the sole property of the Company ("Company IP"). Partner hereby assigns all right, title, and interest in such work product to the Company.

**(b) Prior Work.** This Agreement does not affect ownership of intellectual property created by Partner prior to the Effective Date or outside the scope of SHEP-related work.

**(c) Third-Party IP.** Partner shall not incorporate any third-party intellectual property into Company IP without Founder's prior written approval, except for open-source software used in accordance with its license terms.

**(d) No License Back.** Partner has no license to use Company IP outside of performing services under this Agreement, except as separately agreed in writing.

**9. CONFIDENTIALITY**

**(a) Obligations.** Each Party shall maintain the confidentiality of the other Party's proprietary information, including technology, business strategy, financial information, user data, and the terms of this Agreement. This obligation survives termination for **three (3) years**.

**(b) Exceptions.** Confidentiality obligations do not apply to information that: (i) is or becomes publicly available through no fault of the receiving Party; (ii) was known to the receiving Party prior to disclosure; (iii) is independently developed without use of confidential information; or (iv) is required to be disclosed by law, provided the disclosing Party receives prompt written notice.

**10. DISPUTE RESOLUTION**

**(a) Good Faith Negotiation.** The Parties shall first attempt to resolve any dispute through good-faith negotiation for a period of 30 days from written notice of the dispute.

**(b) Mediation.** If negotiation fails, the Parties shall submit the dispute to mediation administered by a mutually agreed mediator in New York, New York. The cost of mediation shall be shared equally.

**(c) Binding Arbitration.** If mediation fails within 60 days, the dispute shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, conducted in New York, New York. The arbitrator's decision shall be final and enforceable in any court of competent jurisdiction.

**(d) Milestone Disputes.** If the Parties cannot agree on whether a specific milestone has been achieved, either Party may request that an independent third party (a mutually agreed accountant for financial milestones, or an independent technical consultant for user/partnership milestones) make a binding determination. The cost shall be borne by the Party whose position is not upheld.

## 11. TRANSFER RESTRICTIONS

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Partner may not sell, assign, pledge, or otherwise transfer any Equity Interest (vested or unvested) without the prior written consent of the Founder, except: (i) transfers to a revocable trust for estate planning purposes, provided Partner remains the beneficiary and trustee, or (ii) transfers required by court order. Any attempted transfer in violation of this section shall be void.

## 12. INFORMATION RIGHTS

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The Founder shall provide the Partner with: (i) quarterly written updates on the Company's financial status, including revenue, expenses, and cash position; and (ii) reasonable access to platform analytics relevant to milestone verification. These rights are informational only and do not confer any management authority.

## 13. TAG-ALONG RIGHTS

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If the Founder receives a bona fide offer to sell more than 50% of the Company's equity, the Partner shall have the right to sell a proportional share of Partner's vested equity in the same transaction, at the same price and on the same terms. Founder shall provide Partner with 30 days' written notice of any such transaction.

## 14. GENERAL PROVISIONS

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**(a) Independent Contractor.** Partner is an independent contractor, not an employee. Partner is responsible for all taxes arising from equity and any future compensation under this Agreement. Nothing in this Agreement creates a partnership, joint venture, or agency relationship.

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

**(c) No Management Authority.** Partner shall not have authority to bind the Company to contracts, obligations, or expenditures without Founder's prior written approval.

**(d) Governing Law.** This Agreement shall be governed by the laws of the State of New York, without regard to conflict of laws principles.

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

**(f) Severability.** If any provision is held unenforceable, the remaining provisions shall continue in full force and effect.

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

**(h) Notices.** All notices shall be in writing and delivered by email, with confirmation of receipt.

Founder: [sanoj@sheplegal.com](mailto:sanoj@sheplegal.com) Partner: \_\_\_\_\_

## 15. REVIEW POINT

The Parties agree to a mutual review at the **six-month mark**. This is an opportunity to assess the arrangement, adjust responsibilities, and discuss whether to deepen the partnership. The review is advisory and does not trigger any automatic changes.

## SIGNATURES

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

*Draft for discussion — v2. Both parties should review with independent counsel before execution.*