**ShiftSitter Partnership Agreement**

**Parties**  
This Agreement is made between **John Kelly** (“Founder”) and **Andrea Fernanda Gutiérrez Morales (Andy)** (“Product Director”).

**Purpose**  
The parties enter into this Agreement in the spirit of partnership to collaborate on the development, maintenance, and growth of the **ShiftSitter platform**, recognizing that circumstances may evolve as the business progresses.

**1. Role and Responsibilities**

Andy will serve as Product Director, with responsibility for:

* Building, maintaining, and scaling the ShiftSitter platform.
* Guiding technical choices and ensuring stability, security, and user experience.
* Supporting product development and growth initiatives as the platform evolves.

**2. Compensation Structure**

a. **Revenue Share**

* Andy will receive **15% of net revenue** generated by ShiftSitter.
* This arrangement will last for a minimum of **12 months from the date the platform first generates revenue**, provided Andy continues to fulfill her role and maintain and help scale the platform.

b. **Continuation Beyond Initial Period**

* After the initial 12 months, Andy will continue to receive a 15% net revenue share until her annualized compensation reaches **$70,000 USD** provided Andy continues to fulfill her role and maintain and help scale the platform.
* Once that threshold is met, the compensation structure will transition to a **comparable salary arrangement**, agreed in good faith by both parties.

c. **Equity Consideration**

* Subject to performance, commitment, and company growth, Andy may be offered a **modest vested equity stake** as a founding team member.
* Equity, if granted, will reflect Andy’s capacity to lead the role, her long-term commitment, and her contribution to scaling the company.

**3. Term and Termination**

* This Agreement remains in force unless terminated by either party.
* Either party may terminate the arrangement with **30 days’ written notice**, allowing time for transition and mitigation.

**4. Intellectual Property**

* All code, designs, documentation, and related work produced by Andy for ShiftSitter shall be the sole property of the Founder (John Kelly) and/or the company entity formed to operate the platform, per the Founder (John Kelly) discretion.
* Andy retains the right to reference her work for professional portfolio purposes but not to use, license, or resell ShiftSitter intellectual property independently.

**5. General Provisions**

* This Agreement reflects a partnership-style collaboration during the early stage of ShiftSitter and does not create an employer–employee relationship.
* Both parties agree to operate in good faith, with flexibility as circumstances evolve.

**6. Appendix A: Clarifications**

 **Definition of Net Revenue**  
“Net Revenue” means all revenue actually received by ShiftSitter, less only taxes, direct third-party costs required to deliver the platform, including hosting, payment processing, marketing tied to customer acquisition, and necessary legal/accounting. Salaries are not deducted.

 **Reporting and Transparency**

* Revenue and sales figures will be reported monthly.
* Supporting information will be made available to Andy upon request.
* Payments will be made **monthly, within 7 days of month-end**.

 **Visibility of Revenues**  
Both parties acknowledge this is a partnership-style arrangement and agree to maintain **full transparency and visibility** of revenues and key business decisions.

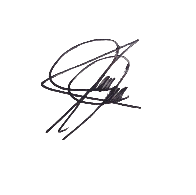
** Trial Period**  
Both parties agree to a **trial period of 1 year**, during which Andy commits to contributing her time and effort, and John commits to honoring the compensation framework as outlined.

**Signed:**

John Kelly (Founder)  
Date: September 27, 2025

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AI-generated content may be incorrect.

Andrea Fernanda Gutiérrez Morales(Andy)(Product Director)  
Date: September 27, 2025