📜 PARTNERSHIP & WORK-FOR-HIRE AGREEMENT

This Agreement is made between:
Founder: **Asher Shepherd Newton** ("Founder")
Developer: **[Sneha]** ("Developer")
Effective Date: **[07/01/2025]**

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1. Purpose

Founder owns and operates the AI project known as PANDORA ("the Project").

Developer will build and connect the frontend, UI/UX, and assist with related ideas, testing, and design to bring the Project live.

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2. Equity & Royalties

Developer is granted 10% equity stake in the Project's legal entity, conditional on fulfilling deliverables.

Developer shall receive 10% of net revenue, paid quarterly, excluding external investments or donations.

Royalties accrue only while Developer is actively engaged. If Developer exits, only royalties from deliverables fully delivered before the exit date are owed.

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3. Ownership & Intellectual Property

All source code, designs, frameworks, and derivative works are owned 100% by the Founder.

Developer's contributions are strictly work-for-hire.

Developer retains no claim over IP beyond agreed equity and royalties.

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4. Deliverables & Commitment

Developer commits to deliver agreed frontend builds, UI/UX assets, and testing support.

Specific milestones, deadlines, and tasks shall be defined in writing and updated as needed.

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5. Compensation

Developer waives any salary or upfront payment until revenue generation begins.

Founder may at their sole discretion approve early payments or bonuses if cash flow permits.

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6. Confidentiality

Both parties agree to protect all confidential information, including code, plans, contacts, and user data.

No leaks or disclosures are allowed without written consent.

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7. No Liabilities

Developer shall not be personally responsible for paying infrastructure or legal fees.

Founder covers all core project expenses unless otherwise agreed in writing.

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8. Exit & Termination

Either party may exit with 30 days' written notice.

If Developer exits, any royalties due up to the exit date will be paid. No royalties or equity accrue on future work not delivered before exit.

Founder may terminate immediately for breach of confidentiality or misconduct.

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9. Disputes

Any dispute shall be resolved through neutral arbitration in the Founder's local jurisdiction.

Both parties agree to fair resolution and share legal costs equally unless misconduct is proven.

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10. Additional Agreements

- Developer may mention their contributions (e.g., frontend development, UI/UX design) in their resume, portfolio, and LinkedIn profile, as long as no confidential code, data, or internal plans are disclosed.

- Developer is currently a student based in India and will be working in the Indian Standard Time (IST) zone.

- Due to academic commitments, Developer will work up to **6 hours per day maximum**, and this will be considered a soft cap for project expectations.

- During short breaks (e.g., exams), Developer will still be considered active if prior notice is given (preferably at least 2 days in advance) and they remain engaged as possible.

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11. Miscellaneous

This Agreement overrides any conflicting prior agreements or emails.

Any changes must be in writing, signed by both parties.

Founder: **Developer:**
Asher Shepherd Newton | 09/26/2005   Sneha | 23/01/2006

Date: 01/07/2025