MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made on **February 4th 2025,** between PineApp Tech, the brand identity of PineApp Solutions Limited herein referred to as the **1st Party** and SAMUEL NDUKWE herein referred to as the **2nd Party.**

The Agreement sets forth the basis of work dynamics between the parties for the maintenance and building, testing, deploying and implementing of Tech App solutions aimed at empowering businesses and creating software solutions.

The parties hereby bind themselves to undertake a Contract Agreement under the following terms and conditions:

TERMS

1. The **1st Party** shall have the full access and ownership rights to all software programs developed for and under PineApp Tech.

2. All decisions and action made and taken in the course of this employment with regards to PineApp Tech softwares, products, IP usage is subject to the knowledge and approval of the first party (employer).

3. All the software, source codes, repositories, version control applications and their contents used for and on behalf of PineApp Tech for any of her projects or related projects directly or indirectly, shall not be replicated, duplicated, cloned, used, or shared with anyone, business, prospects, proposals, and opportunity during your engagement with PineApp or at the point of exit/termination from PineApp or thereafter.

4. All decisions and actions made and taken in the course of this employment will be for the purpose and benefit of PineApp Tech.

5. Your gross Compensation is N250,000 (Two Hundred and Fifty Thousand Naira) payable on the following conditions:

6. The sum of ₦100,000 will be paid from the monthly Renumeration at month end of each month, and the aggregate balance will be paid at the end of the Sixth month.

7. You must commit to meeting ambitious timelines tied to designated Sprint Tasks and deliverables assigned, and must collaborate diligently,

respectfully, committedly and efficiently with other team members to ensure that team meets its proposed deadline

8. You must proficiently and inexcusably commit to the use of all the Scrum Product development and Product Management tools like jira, rocket.chat and any such tools onboarded to scale team and task delivery, velocity and efficiency.

9. The term of this Agreement shall apply during this employment (from the day of its offer and acceptance) unless terminated in accordance with the terms of this Agreement.

N/B- All the above-mentioned in **paragraph 3** are considered **Intellectual Properties of PineApp Tech** and any infringement thus will amount to Intellectual Property theft.

GOALS AND OBJECTIVES

The goal of this Agreement is to achieve transparency, efficiency, and accountability between both parties in line with the goals and objectives of PineApp Tech.

The parties in this Agreement shall abide by the terms of this Agreement and agree to fulfil their respective obligations set forth in this Agreement, acting in good faith and in a manner consistent with the principles of fairness and mutual respect.

OBLIGATION OF THE PARTIES

The **1st Party** above is expected to fulfil the following obligations in lines with theterms of the contract agreement:

10. Provide and manage necessary materials and resources (including conducive workspace where Onsite engagement applies) needed for employees of PineApp Tech's.

11. Institute and enforce Scrum practice, work ethics and dynamics in the course of this employment.

12. Manage adherence to Sprints tasks delivery, deadlines timelines and DODs tied to Sprints backlogs.

13. Ensure full payment of PineApp employees of any category as and at when due.

The **2nd Party** above is expected to fulfil the following obligations in lines with theterms of the contract agreement:

14. Collaborate with product managers, designers, and other stakeholders tounderstand project requirements and translate them into technical specifications.

    - Design, develop, and maintain high-quality, scalable Mobile applications using modern Mobile technologies.

15. Build, implement, test, and deploy responsive, scalable, and sustainable Mobile app logic using Frameworks that suitably and seamlessly handshake with the Backend Architecture, endpoints and Cloud side service.

16. Provide Mobile App Infrastructural support to the entire Design and Engineering Life cycle of Products Development, at the different stages and phases of development, like during implementation, testing, deployment, optimization.

17. Must commit to meeting ambitious timelines tied to designated Sprint Tasks and deliverables assigned, and must collaborate diligently, respectfully, committedly and efficiently with other team members to ensure that team meets its proposed deadline

18. Must proficiently and inexcusably commit to the use of all the Scrum Product development and Product Management tools like jira, rocket.chat and any such Communications tools onboarded to scale team and task delivery, velocity and efficiency.

19. Optimize application performance and ensure seamless operation across differentdevices and platforms.

20. Write clean, well-documented, and testable code following best practices andcoding standards.

21. Conduct code reviews, provide constructive feedback, and mentor junior developers to foster a culture of continuous improvement.

22. Stay updated on industry trends, emerging technologies, and best practices todrive innovation and maintain our competitive edge.

23. Adhere to Agile Scrum practices, participate in sprint planning, daily

stand-ups,sprint reviews, and retrospectives to ensure timely delivery of high-quality software solutions.

24. Proactively identify and address technical challenges, troubleshoot issues, andimplement effective solutions to ensure project success.

25. Collaborate with DevOps engineers to automate deployment processes andimprove system reliability, scalability, and security.

26. Collaborate with Design during Pre and Post Design handoffs to ensure fused alignments on Design expectations and Engineering feature functionalities and delivery.

27. Contribute to the overall success of the team by sharing knowledge, contributingideas, and actively participating in team discussions and initiatives.

CONFIDENTIALITY

Each party shall treat as strictly confidential all information received or obtained because of entering or performing this Agreement.

The 2nd party may not disclose information without prior consent and approvals from the 1st party which would otherwise be confidential if and to the extent:

RELATION OF PARTIES

The nature of the relationship between PineApp Tech and SAMUEL NDUKWE is that of Employment (Employee/Contract).

REPRESENTATIONS AND WARRANTIES

Each party to this Agreement represents and warrants to the other party that he-

a) Has full power, authority, and legal right to execute and perform this Agreement.

b) Has taken all necessary legal and corporate action to authorize the execution and implementation of this Agreement.

_____

For: Barr Favour Nwokocha

Company Secretary
Intern)

(For: PineApp Solutions LLC)

_____

SAMUEL NDUKWE

(Mobile App Developer