**MEMORANDUM OF UNDERSTANDING**

**(WORK AGREEMENT)**

THIS AGREEMENT is made on the …………. of January between

**Joshua Wabulo** of Kajjansi, Kampala, Uganda, Tel No **+1781 584 0571** and **Jjingo Kisakye Wasaka** of Sseguku, Tel No **+256 704 520 128** (hereinafter called the “first and second party respectively”)

Joshua Wabulo hereby is the team lead of the project Macotuba and this contract binds both parties responsible for any benefits or liability.

**MACOTUBA** is a project with the goal of ending tuberculosis in our lifetime by diagnosing tuberculosis quickly and economically through capturing breath with a handheld device. The proposed hardware device has a sensor that reacts to the volatile organic components of tuberculosis when they are present in the breath. The details of the sensor are specified in the project document.

**IN CONSIDERATION** of the matters described above and of the mutual benefits and obligations set forth in this agreement, the Parties herein hereby agree as follows:

1. **TERM OF THE AGREEMENT**

The terms of the agreement shall commence on the 16 Day of January 2019 and will remain in full force and effect to the registration of the proposed company.

1. **OBLIGATIONS OF THE PARTIES**

**2.1** The second party’s role as a co-founding technical lead developer has been and continues to be to provide technical input regarding software development towards the development and functionality of Macotuba product. As team lead, the first party elects and implements strategies and tactics with the intent of ensuring the success of the company, through developing the product and business.

**2.2** The second party ensures that engineers, doctors or researchers understand Macotuba by breaking down achievable goals and long term tasks in the development process.

**2.3** The second party ensures that the technical team delivers to the expectations of the company by providing guidance and oversight for activities and achievements.

**2.4** The second party regularly report and have discussions with the CEO about the progress of the company and the direction to which it’s going.

**2.5** The second party shall is allocated 30% of the company shares and will be a co-owner of the patent. The second party, the current CTO is focused on scientific and technical issues within an organization.  Essentially, a CTO is responsible for the transformation of capital – be it monetary, intellectual, or political – into technology in furtherance of the company’s objectives.

**2.6** The second party’s interest (shareholding) in the company shall vest pursuant to a three (3) year vesting schedule beginning her starting date with 18%, and the remaining 12% shall vest 1/36th per month in exchange for consecutive service to the Business Concept and Technology. Additionally, his vesting schedule shall be subject to a one (1) year cliff.

**2.7** The second party shall be entitled to a monthly wage that shall be discussed by the board in consideration to the availability and allocation of company resources.

**2.8** Sale of the Company to an interested third party shall take place if the sale is authorized by the board of directors and a majority of the outstanding shares, acknowledgement by the largest shareholders and otherwise in conformity with all applicable state and federal laws.

**2.9** The two parties agree to keep the Business Concept and Technology confidential; disclosure of the Business Concept and Technology will occur only on an as-needed basis and only upon consent of all founders. Notwithstanding such unanimous consensual disclosures, the Founders shall take all necessary steps to keep the Business Concept and Technology unique aspects confidential until the formation of the Company, at which time the founders shall further detail and define any confidentiality obligations.

**2.10** Each party represents and warrants that he or she is not a party to any other agreement that would restrict such Founder’s ability to perform its obligations as set forth in this Founder Collaboration Agreement. Each party represents and warrants that no third party can claim any rights to any intellectual property or other proprietary right possessed by that founder as it relates to the project Concept and Technology.

2.11 The first party will champion the mission of the company and recognize the relevance of leadership development, continuity planning, accountability and succession planning.

2.12 When lines are blurred, the two parties will ensure that family issues do not trump business progress, prevent impulsive decision making, isolation, mismanagement, overcapitalization and other potentially destructive behaviors that could harm the business, its employees, stakeholders and clients.

**3. COPYRIGHT**

The Copyright in any of the works developed/maintained under this project shall be owned by Macotuba. The team has no right to modify, copy or transfer any work developed for Macotuba to any other party. This includes but not limited to the research, algorithms, logo, designs, market strategies, and trade secrets.

**4. MODIFICATION OF AGREEMENT**

This agreement may be amended at any time upon mutual agreement in writing of the parties.

**5. GOVERNING LAW**

This agreement shall be governed by the laws of the state of Nevada and Uganda.

Signed by the said:

**Joshua Wabulo** Kampala, Uganda

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Signed by the said:

**Jjingo Kisakye** Kampala, Uganda

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