

SUPPLY AGREEMENT

This Supply Agreement (“**Agreement**”), is made and entered into as of December 4, 2019 (the “**Effective Date**”), by and between Elevation Technologies, Inc., a company existing under the laws of the province of British Columbia, Canada, and having a principal place of business at 700 West Georgia Street, 25th Floor, Vancouver, BC V7Y 1B3, Canada (“**Buyer**”), and Pinnacle Technology Group, Inc., an Ohio corporation with its principal place of business at 7076 Schnipke Drive, Ottawa Lake, Michigan 49267 (“**Seller**”). Buyer and Seller may hereafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Buyer desires Seller to manufacture, assemble and/or supply certain products in accordance with the Specifications provided by Buyer; and

WHEREAS, Seller agrees to manufacture, assemble and/or supply such products upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PURCHASE AND SALE OF PRODUCTS; FORECASTS; ORDERS; RIGHT OF FIRST REFUSAL.

1.1 Purchase and Sale. During the Term of this Agreement, Seller shall supply and cause to be delivered to Buyer, and Buyer shall purchase from Seller, any combination of agreed revision or modification level completed products consisting of Project S.Q.U.I.D. products (the “**Products**”), as further described in the specifications set forth in Exhibit A attached hereto and incorporated herein or any mutually agreed upon revision thereof (“**Specifications**”). Prior to Buyer satisfying its Contractual Minimum Purchase obligation, Buyer shall purchase 100% of its requirements of Products from Seller. Buyer and Seller acknowledge and agree that Buyer is, at the time of this Agreement, in the process of purchasing approximately ***** Dollars ***** [confidential economic terms have been redacted] worth of Products from Seller, which full and exact amount shall be credited towards Buyer's Contractual Minimum Purchase obligation.

1.2 Forecasts. Within thirty (30) days after the Effective Date and then on or before the first day of each calendar quarter (January, April, July and October), Buyer shall provide Seller a rolling twelve (12) month forecast with Buyer's best estimate of Buyer's anticipated requirements for the Products (each, a “**Forecast**”). It is understood that such Forecasts are intended to be estimates only; they shall not be binding on Buyer.

1.3 Purchase Orders. During the Term, Buyer may submit purchase order(s) (each, a “**Purchase Order**”) and specifying (i) the Product to be delivered by Seller; (ii) the quantity; (iii) the address for delivery; (iv) the requested delivery date and (v) shipping instructions (including the carrier to be used) with respect to each shipment. For purposes of clarity, the requested delivery date of the respective Products must be no less than 60 days (subject to adjustment for changes in raw material lead times) from the date of Seller's receipt of the Purchase Order; provided, however, that Seller hereby agrees to use commercially reasonable efforts (and at no increased cost to Seller) to deliver Products less than 60 days from the date of Seller's receipt of the Purchase Order in the event that Seller's manufacturing capacity allows.

1.4 Acceptance of Purchase Orders. Seller shall indicate its acceptance of each Purchase Order for Products by acknowledging acceptance of each Purchase Order, in writing, within ten (10) business days of receipt of such Purchase Order. If Seller fails to accept such Purchase Order in writing within ten (10) business days of receipt of such Purchase Order, then such Purchase Order shall be deemed rejected by Seller.

1.5 Additional Terms. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS OF ANY PURCHASE ORDER, ACKNOWLEDGMENT OR SIMILAR STANDARDIZED FORM GIVEN OR RECEIVED PURSUANT TO THIS AGREEMENT SHALL HAVE NO EFFECT AND SUCH TERMS AND CONDITIONS ARE HEREBY EXCLUDED.

1.6 Right of First Refusal. In the event that Buyer receives a bona fide offer from a third party to manufacture and supply the Products at any time after Buyer has satisfied its Contractual Minimum Purchase obligation, then Seller shall have the right of first refusal to match and/or exceed the terms of any offer to manufacture and supply the Products by any third party prior to Buyer entering into a purchase order or definitive agreement with respect to the Products. For the purpose of this Section, right of first refusal shall mean that prior to entering into any purchase order or definitive agreement with a third party, Buyer shall provide Seller with a copy of such offer, which Buyer is then prepared to accept from such third party, and Seller shall have the right, within ten (10) business days of such notice, to offer to agree in writing to manufacture and supply the Products on economic terms and conditions equal or superior to those offered to Buyer. If Seller does not offer to match the terms of the third party offer within a ten (10) business day period, then Buyer shall be free to accept such offer and enter into an agreement with the third party on the such terms and conditions.

2. CONTRACTUAL MINIMUM PURCHASE OBLIGATION.

2.1 Contractual Minimum Purchase Obligation.

2.1.1 During the Initial Term, Buyer agrees to make Total Product Purchases from Seller in an aggregate amount equal to ***** [confidential economic terms have been redacted] (the “**Contractual Minimum Purchase**”). The Parties acknowledge and agree that this provision is intended to compensate Seller for services rendered to Buyer by Seller prior to the date of this Agreement. “**Total Product Purchases**” means the aggregate of all Purchase Prices for Products paid by Buyer during the Initial Term but excludes all taxes and shipping.

2.1.2 If Buyer fails to satisfy the Contractual Minimum Purchase during the Initial Term, then in order to satisfy Buyer’s Contractual Minimum Purchase obligation for the Initial Term, Buyer shall pay to Seller the difference between ***** [confidential economic terms have been redacted] and the aggregate Total Product Purchases actually paid for during the Initial Term.

3. TERM AND TERMINATION.

3.1 Term. This Agreement is effective as of the Effective Date, and unless earlier terminated as provided herein, shall be twenty-four (24) months (the “**Initial Term**”). Thereafter, this Agreement shall automatically extend for successive twenty-four (24) month periods (each a “**Renewal Period**”) unless either Party gives the other Party written notice of non-renewal no less than six (6) months prior to the expiration of the Initial Term or then-current Renewal Period, as applicable. The Initial Term and all Renewal Periods are collectively referred to as the “**Term**”.

3.2 Termination for Cause. Except for disputes subject to Section 14, if a Party materially defaults in the performance of its obligations under this Agreement, the non-defaulting Party may terminate

this Agreement on 90 days' prior written notice to the defaulting Party, which notice shall specify the nature of the default and demand the defaulting Party cure such default. If such default is not cured within 90 days after the receipt of such notice (or, if such default reasonably cannot be cured within such 90-day period, if the defaulting Party shall not commence and diligently continue actions to cure such default during such 90-day period), the non-defaulting Party shall be entitled, without prejudice, to any of the other rights conferred on it by this Agreement or available to it at law, in equity or under this Agreement, to terminate this Agreement by giving further notice to the defaulting Party, to take effect immediately upon delivery thereof. The foregoing right to cure shall not apply in the event the default is the result of defaulting Party's gross negligence, fraud or willful misconduct. In such case, the non-defaulting Party shall be entitled to terminate this Agreement upon notice. The right of either Party to terminate this Agreement shall not be affected in any way by its waiver or failure to take action with respect to any previous default.

3.3 Effect of Expiration/Termination. Except as otherwise provided in this Agreement, upon expiration or termination of this Agreement:

3.3.1 In the event of the expiration or termination of this Agreement for any reason, Buyer shall, in addition to any other obligations it may have to Seller, pay Seller (a) at the then-effective Purchase Price(s) for the completed Products produced to date of termination, (b) for component parts and other raw materials purchased for production of the Product (unless such raw materials are readily useable by Seller for another customer), (c) for any outstanding or unamortized mold and/or tooling costs, and (d) for any other amounts due Seller.

3.3.2 In all cases of termination or expiration, and in addition to any other remedies that may be available to either Party in equity or in law:

(a) The Parties shall promptly work together to provide for an orderly wind-down of the manufacture of Products.

(b) Except with respect to termination by Buyer for cause pursuant to Section 3.2, Buyer will purchase, and Seller will deliver all Products ordered pursuant to Purchase Orders received prior to termination or expiration date. Seller shall invoice Buyer for, and Buyer shall pay the invoice at the applicable Purchase Price payable with respect to all Products delivered pursuant to this Section 3.3.2, provided that such Product conforms to the applicable Specifications. If such termination is by Buyer for cause pursuant to Section 3.2, then all outstanding Purchase Orders shall be immediately canceled, and Buyer shall have no liability to Seller with respect to such orders or the cancellation thereof. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, the Contractual Minimum Purchase obligation shall apply in the case of any termination event.

3.4 Accrued Rights; Survival. Termination, relinquishment or expiration of this Agreement for any reason shall be without prejudice to any rights that shall have accrued to the benefit of either Party prior to such termination, relinquishment or expiration. Such termination, relinquishment or expiration shall not relieve either Party from obligations that are expressly indicated to survive termination or expiration of this Agreement. All of the Parties' respective rights and obligations under Sections 2, 3.3, 3.4, 6, 8, 9, 10, 12, 13, 14.1, 14.2, 14.3, 14.7 and 14.8 shall survive termination, or expiration of this Agreement.

4. PURCHASE PRICE; TERMS; INSPECTION AND ACCEPTANCE.

4.1 Purchase Price. Effective upon the execution of this Agreement by Buyer, the selling prices for Products shall be set by Seller and set forth in each Purchase Order and based in part upon the quantity of Products being ordered under such Purchase Order (the "**Purchase Price(s)**"). Purchase Prices

are Ex Works (Incoterms 2010) Seller's shipment location, net thirty (30) days from date of invoice. If Buyer satisfies its Contractual Minimum Purchase obligation and has timely made all payments in doing so, payment terms will be changed to net sixty (60) days from date of invoice for the remainder of the Term unless otherwise agreed to by the Parties. Title and risk of loss shall pass upon delivery to a common carrier at the plant of manufacture. Delivery shall occur upon tender to the carrier. Date of invoice shall be no earlier than date of tender to carrier.

4.2 Acceptance of Products. Buyer shall accept delivery of the Products hereunder if the delivery complies in all material respects with the Specifications. Buyer shall inspect all the Products delivered hereunder within twenty-five (25) business days of delivery to Buyer. Buyer shall provide Seller with written notice of its rejection of a delivery, in whole or in part, within twenty-five (25) business days of such delivery. Any notice of rejection shall specify in detail the reason(s) therefor. Should Buyer fail to provide Seller with written notice of its rejection of the delivery within twenty-five (25) business days of delivery, then the delivery shall be deemed to have been accepted by Buyer on the twenty-fifth (25th) business day after delivery.

4.3 Rejection of Products. If Buyer so notifies Seller that any such delivery, or any part thereof, is rejected, then, all of the Products rejected shall be held by Buyer at no cost to Seller for no less than thirty (30) days to enable Seller to inspect the Products so rejected. Such rejected Products confirmed by Seller to be non-conforming (which confirmation shall not be unreasonably withheld) shall be released to Seller upon request at no shipping cost or expense to Buyer and replaced by Seller without additional cost to Buyer.

4.4 Repeated Rejection of Products. If Seller provides shipments of Products to Buyer that fail to comply in all material respects with the Specifications more than three (3) times in any six-month period and require replacement by Seller, and such defective shipments cause material harm to Buyer's business, Seller shall be considered to be in material default in the performance of its obligations under this Agreement and Buyer shall be permitted to terminate this Agreement immediately upon written notice, without opportunity to cure.

5. WARRANTIES AND INDEMNIFICATIONS.

5.1 Seller's Warranties. Seller represents and warrants to Buyer that: (i) each Product will be manufactured in accordance with the specifications set forth in **Exhibit A** attached hereto and incorporated herein or any mutually agreed upon revision thereof (the "**Specifications**"); (ii) each Product will have been delivered free from any lawful security interest, lien or other encumbrance; and (iii) it will perform its obligations under the Agreement in compliance in all material respects with all applicable federal, state and local laws and regulations, including without limitation, those applicable to Seller's operations, manufacturing and treatment of its employees and contractors in effect on the date such obligation is performed.

5.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1 HEREOF, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTIES OF SELLER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, EQUITY, CUSTOM, ORAL OR WRITTEN STATEMENTS OF SELLER OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY SUPERSEDED, EXCLUDED AND DISCLAIMED.

5.3 Indemnification by Seller. Seller shall defend, indemnify and hold Buyer harmless against any and all claims, damages, expenses, reasonable attorneys' fees, reasonable defense costs, settlement costs and judgments (collectively "**Damages**") of a third party resulting from or arising out of (i) personal

injury, bodily injury or property damage to a third party to the extent that such injury or damage is the result of Seller's failure to manufacture the Products to meet the Specifications; (ii) any claim regarding a work-related injury to any employee, independent contractor, agent, representative or invitee of Seller (other than an employee of Buyer); or (iii) any claim that the means used to manufacture the Products, infringe any patent, trade secret, trademark, copyright, or other proprietary interest. For this provision to be effective, Buyer must promptly notify Seller of any such claim or action, Buyer must reasonably cooperate with Seller in the defense of such claim or action, the Product, if any, at issue must be confirmed as non-conforming to the Specifications by Seller through examination (which confirmation shall not be unreasonably withheld) and Seller must have the right and opportunity to control the defense and settlement of such claim or action with its own counsel and with the cooperation of Buyer, all at Seller's cost and expense; *provided, however*, that Seller shall not settle any such claim or action without the prior written consent of Buyer if such settlement includes anything other than the payment of monies by Seller and the release of all claims by the claiming party(ies). The Parties recognize that Buyer has established the Specifications for the Products that are to be supplied hereunder in the sense of UCC Section 2-312 and Buyer assumes any liability attendant thereto. Buyer shall retain all ownership rights, interests and title to any private design or specification provided by Buyer to Seller under this Agreement.

5.4 Indemnification by Buyer. Buyer shall defend, indemnify and hold Seller harmless against any and all Damages arising out of any personal injury, bodily injury or property damage to a third party alleged to have been caused by the Products, except to the extent that such injury or damage was the result of the Products not being manufactured to meet Specifications. Buyer shall also defend, indemnify and hold Seller harmless from and against any patent, trade secret, trademark, copyright, and any other infringement or property interest claims for Products, except for Seller's indemnification obligations under Section 5.3. For this provision to be effective, Seller must promptly notify Buyer of any such claim or action, Seller must reasonably cooperate with Buyer in the defense of such claim or action, and Buyer must have the right and opportunity to control the defense and settlement of such claim or action with its own counsel and with the cooperation of Seller, all at Buyer's cost and expense; *provided, however*, that Buyer shall not settle any such claim or action without the prior written consent of Seller if such settlement includes anything other than the payment of monies by Buyer and the release of all claims by the claiming party(ies).

6. OWNERSHIP - MOLDS AND TOOLING.

6.1 Buyer's Property. All materials, inventions, know-how, trademarks, information, data, writings and other property in any form whatsoever, which is provided to Seller by or on behalf of Buyer, or which is used by Seller with respect to the performance of its obligations hereunder, and which was owned by Buyer prior to being provided to Seller or which is developed by Buyer during the Term, shall remain the property of Buyer (the "**Buyer Property**"). Seller shall have a license to use any Buyer Property supplied to it to the extent necessary to enable Seller to perform its obligations hereunder. Seller shall not acquire any other right, title or interest in the Buyer Property as a result of its performance hereunder.

6.2 Seller's Property. All materials, inventions, know-how, trademarks, information, data, writings and other property, in any form whatsoever, which is provided to Buyer by or on behalf of Seller, or which was used by Seller or Buyer with respect to the performance of its obligations hereunder, and which was owned by Seller prior to its performance hereunder or which is developed by Seller during the Term, shall remain the property of Seller (the "**Seller Property**"). Buyer shall acquire no right, title or interest in the Seller Property as a result of Seller's or Buyer's performance hereunder. The foregoing notwithstanding, any mold(s) and/or tooling paid for by Buyer that contain molds or other tooling which contain technology proprietary to Seller shall be retained by Seller.

7. FORCE MAJEURE.

7.1 Force Majeure. Each Party shall be relieved of its obligation to perform any part of this Agreement to the extent its performance is prevented or rendered impracticable by events beyond its reasonable control, which events may include, without limitation, fire, storm, flood, earthquake, and other Acts of God, and explosion, accident, acts of the public enemy, riots and other civil disturbances, sabotage, strikes, labor disputes, work stoppages, court injunctions, transportation embargoes, shortages of materials, acts, regulations or other requirements of federal, state, county, municipal, or local governments or branches, subdivisions or agencies thereof ("**Force Majeure**").

7.2 Procedure. Each Party will promptly notify the other Party of the occurrence of any Force Majeure which may affect its performance of this Agreement. If any Force Majeure event occurs that affects Seller, Seller will use its commercially reasonable efforts to provide to Buyer the ordered Products from Seller's alternate plant locations and/or sources, if any, not affected by the Force Majeure. If any Force Majeure event affecting Buyer occurs, Buyer will use its commercially reasonable efforts to reallocate Product delivery patterns to allow delivery of Seller's Products for use at any Buyer location or co-packer location not affected by such Force Majeure event.

8. CONFIDENTIALITY.

8.1 Confidential Information. Each Party, and their respective employees, officers, directors, representatives, subsidiaries, affiliates, assigns, subcontractors, co-packers and any and all persons or business entities acting under one or any of them (the "**Disclosees**"), (i) shall keep confidential the existence and terms of this Agreement including without limitation, all pricing and payment terms, and (ii) shall treat in confidence and not disclose to others any confidential information of the other, which such Disclosees may have furnished to them by the other Party hereto or by any third Party, or which such Disclosees may have accessed in the performance of this Agreement, except to the extent that any such information is (a) published or becomes part of the public domain without breach of any undertakings hereunder, (b) acquired from a third Party rightfully having such information and under no obligation to not disclose it to the Disclosees, (c) already lawfully in the Disclosee's possession or (d) developed by a Disclosee independently of any confidential information disclosed to such Party by, or learned by such Party from, the other Party (the "**Information**"). For purposes of this Agreement, subject to the exceptions set forth in the preceding sentence, information regarding a Party's cost of materials, production, raw materials, labor and other costs, suppliers, customers and technology, whether or not labeled or described by such Party as "confidential", shall be considered "confidential information" and within the definition of "Information", in addition to any other information identified from time to time by such Party as "confidential".

8.2 Use of Confidential Information. Each of Buyer and Seller agrees that it will, during the Term of this Agreement and thereafter (except where required by law or court or administrative agency order or subpoena, or where reasonably necessary to enforce this Agreement) (i) retain all Information of the other in confidence; (ii) not disclose any Information to any third party without the other's permission; (iii) use its reasonable efforts to limit access to the others' Information to those employees and advisors who have a need to know the Information for the business purposes of this Agreement, and maintain reasonable arrangements to protect confidentiality satisfactory to the disclosing Party with the Disclosee's employees having access to Information, and with third parties having any access to Information; and (iv) except for one (1) copy of such Information which may be retained by Disclosee for its confidential files, ensure that all tangible objects and copies thereof in its possession or under its control containing or imparting Information shall be destroyed or returned to the disclosing Party, at the disclosing Party's option, at any time upon the disclosing Party's request or upon termination of this Agreement. Notwithstanding the

foregoing, either Party may disclose Information pursuant to a lawful order of a court of competent jurisdiction provided the disclosing Party provides the other Party notice within a reasonable amount of time for the other Party to seek a protective order to prevent disclosure.

9. PUBLICITY.

The Parties hereto shall not originate any publicity, news release, or other announcement, written or oral, whether to the public, press, the trade, any of Parties' customers or otherwise, relating to this Agreement or its existence without the prior written approval of other Party.

10. NOTICES.

Any notice or request required or permitted to be given under or in connection with this Agreement shall be deemed to have been sufficiently given if in writing and personally delivered or sent by certified mail (return receipt requested), or express courier service (signature required), prepaid, to the Party for which such notice is intended, at the address set forth for such Party below:

If to Buyer: Elevation Technologies, Inc.
700 West Georgia Street, 25th Floor
Vancouver, BC V7Y 1B3, Canada
Attn: _____

If to Seller:

Pinnacle Technology Group, Inc.
7076 Schnipke Drive
Ottawa Lake, Michigan 49267
Attn: Richard A. Wasserman, President

or to such other address for such Party as it shall have specified by like notice to the other Party, provided that notices of a change of address shall be effective only upon receipt thereof. If delivered personally, the date of delivery shall be deemed to be the date on which such notice or request was given. If sent by overnight express courier service, the date of delivery shall be deemed to be the next business day after such notice or request was deposited with such service. If sent by certified mail, the date of delivery shall be deemed to be the third business day after such notice or request was deposited with the national postal service of the sender.

11. ASSIGNMENT.

11.1 Prohibition on Assignment. Subject to Sections 11.2 and 11.3 hereof, neither Party may assign, delegate or transfer this Agreement, in whole or in part, or any right or obligation hereunder, without the prior express written consent of the other Party, except that, if Seller wishes to assign or delegate its rights and obligations, in whole or in part, under this Agreement to any of its affiliates, such consent shall not be required. Any purported assignment, delegation or transfer in contravention to this Section 11 shall be null and void.

11.2 Buyer Exception. In the event of a transfer of all or substantially all of the business, assets or properties of Buyer related to the use of Products to any person or entity, whether by sale, merger, consolidation or other transaction, Buyer shall assign this Agreement to the transferee in such transaction and shall require such transferee to assume this Agreement and the obligations of Buyer hereunder. If a lesser portion of such business, assets or properties are transferred by Buyer, this Agreement shall be

assigned proportionately to, and Buyer shall require assumption proportionately by, such transferee. Seller shall consent to such assignments.

11.3 Seller Exception. In the event of a transfer of all or substantially all of the business, assets or properties of Seller related to the manufacturing of Products to any person or entity, whether by sale, merger, consolidation or other transaction, Seller shall assign this Agreement to the transferee in such transaction and shall require such transferee to assume this Agreement and the obligations of Seller hereunder. If a lesser portion of such business, assets or properties are transferred by Seller, this Agreement shall be assigned proportionately to, and Seller shall require assumption proportionately by, such transferee. Buyer shall consent to such assignments.

12. LIMITATION OF LIABILITY. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5 AND CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8, AND INDEPENDENT OF ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH ANY DEFAULT OR BREACH OF THIS AGREEMENT, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ECONOMIC DAMAGE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACT, LOSS OF INCOME, PRODUCTION LOSSES, BUSINESS INTERRUPTION, OR INJURY TO PROPERTY OR OTHER INTANGIBLE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH SUCH PARTY'S BREACH OF ANY REPRESENTATION, WARRANTY OR OTHER TERM OF THIS AGREEMENT REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED, HAS OTHER REASON TO KNOW, OR IN FACT KNOWS OF THE POSSIBILITY THEREOF. In addition and as Buyer's sole remedy, with regard to any and all damages not otherwise excluded by the immediately foregoing and notwithstanding anything else stated in this Agreement, Seller's liability for any and all loss or damage to Buyer resulting from any cause whatsoever, including but not limited to Seller's negligence, damaged, defective or infringed Product and/or workmanship, irrespective of whether such defects are discoverable or latent or irrespective of whether the claim arises out of tort, contract or any other legal theory, shall in no event exceed the lesser of (i) the Purchase Price of the particular defective Product delivered with respect to which losses or damages are claimed, or (ii) in situations where reworking of said Product will, in Seller's sole discretion, correct the defect, the cost of direct labor, materials and transportation charges involved in such reworking. The foregoing limitation shall not apply in the case of Seller's gross negligence or willful misconduct. Buyer acknowledges and agrees that the limitations set forth in this Section are integral to the Purchase Prices charged by Seller for the Products and that if Seller were to assume any further liability other than as set forth herein, the Purchase Prices for the Products would of necessity be substantially increased.

13. DISPUTE RESOLUTION.

13.1 Resolution Communications. The Parties will negotiate in good faith to resolve any dispute regarding this Agreement. If such negotiations and meetings do not resolve the dispute within sixty (60) days of written communication of the dispute, then each Party shall nominate one senior officer as its representative. These representatives shall meet to attempt to resolve such dispute.

13.2 Arbitration. All disputes involving this Agreement that are not resolved in accordance with Section 13.1 hereof shall be submitted to a single arbitrator who shall conduct an arbitration to be performed pursuant to the then existing Commercial Arbitration Rules of the American Arbitration Association. In the event the parties cannot agree upon an arbitrator, each party shall choose one (1) arbitrator qualified to perform AAA arbitrations, and the sole arbitrator shall be chosen by the two (2) arbitrators selected by the parties. The chosen arbitrator shall have Chicago, Illinois as the primary location of the arbitrator's practice,

and the arbitration shall take place in Chicago, Illinois. The written decision of the arbitrator(s) shall be final and binding and convertible to a court judgment in any court of competent jurisdiction.

14. MISCELLANEOUS.

14.1 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, invalid or void, portions of such provision or such provision in its entirety, to the extent necessary, shall be severed from this Agreement and such court (or, if such court refuses to do so, the Parties hereto) will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the greatest extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall remain in place and enforceable in accordance with its terms.

14.2 Waivers. Each Party acknowledges and agrees that any failure on the part of another Party to enforce at any time, or for any period of time, any of the provisions of this Agreement shall not be deemed or construed to be a waiver of such provisions or of the right of such other Party thereafter to enforce each and every such provision. No term or provision of this Agreement may be changed, waived, discharged or terminated verbally, but only by an instrument in writing signed by the Party against which enforcement of the change, waiver, discharge or termination is sought.

14.3 Independent Contractor. Nothing contained in this Agreement shall create an association, partnership, joint venture or the relations of principal and agent (except as specifically set forth herein) between Seller and Buyer. Neither Party shall have any authority to bind the other in any way except as stated herein. The Parties recognize that during the Term, there will be employees of a Party upon the premises of the other Party. It is understood and agreed that on such occasions the employees of each Party shall remain the employees of that Party solely, and that Party shall be solely responsible for the wages and benefits for its employees and any injuries which are sustained by such employees shall be covered under the Workers' Compensation insurance contracts of the respective employers. Each Party hereto agrees to waive any immunity which it may enjoy under the workers' compensation laws of any state or otherwise to the fullest extent permitted by law to permit enforcement of the immediately preceding sentence.

14.4 Authorization; Binding Effect; Successors and Assigns. Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so. The terms and provisions of this Agreement and the respective rights and obligations of the Parties hereunder shall be binding upon and inure to the benefit of the Parties, their respective successors and permitted assigns.

14.5 Captions; References. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Reference herein to sections and subsections without reference to the document in which they are contained are references to this Agreement.

14.6 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts will together constitute one and the same instrument.

14.7 Entire Agreement. This Agreement, including all Exhibits annexed hereto (which are incorporated herein by reference), represents and incorporates the entire understanding between the Parties hereto with respect to the subject matter of this Agreement and supersedes all previous agreements or understandings between the Parties hereto with respect to the subject matter herein, whether written or oral, expressed or implied. This Agreement shall not be subject to change or modification except by the execution of a writing specified to be an explicit amendment to this Agreement duly executed by both Parties hereto.

14.8 Governing Law. This Agreement is entered into in the State of Ohio. This Agreement, including all Exhibits and related documents, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Ohio without regard to any choice or conflict of law principles, provisions or rules (whether of the State of Ohio or any other jurisdiction). The applicability of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties and shall not apply to this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative on the day and year first set forth above.

Elevation Technologies, Inc.

By: "Scott Donnell"
Scott Donnell, CEO

Pinnacle Technology Group, Inc.

By: "Richard A. Wasserman"
Richard A. Wasserman, President

EXHIBIT A
Specifications



Ottawa Lake, MI 49267
Phone: 734-568-6600
Fax: 734-568-6601
Web: www.pinnacletec.com

Account Manager
Julia Cornett

Bill To Address
Elevation Tech
USA

Copy

Quotation Number

1851

Customer No.

Elevation

Customer Reference

Project S.Q.U.I.D. Unit Assembly

Payment Terms

Net 30

Ship To Address

TBD
USA

Quotation

Quote Date

10/25/19

Phone

Fax

Quote Valid Date

30 days from Quote Date

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Line	Item Number	Rev	Description	Quantity	UoM	Price	Total
1781	Quote		Project S.Q.U.I.D. Unit Assembly				
1782	Quote		Project S.Q.U.I.D. Unit Assembly				
1783	Quote		Project S.Q.U.I.D. Unit Assembly				
1784	Quote		Project S.Q.U.I.D. Unit Assembly				
1785	TOOLING/FIXTUR		TOOLING/FIXTURE PCB tooling		EA		
1786	TOOLING/FIXTUR		TOOLING/FIXTURE Enclosure, Button, Light pipe, and 4 coils		EA		

[Confidential pricing information is redacted]

Pricing based on 14 week material lead time.

Longest lead time components:
TEXAS INSTRUMENTS, TPS62746YFPT
Vishay, CRCW02015K10FNED

Obsolete or unquoted components:
TDK, C1005X5R1C105K050BC at C17, C43, and C47
Apollo, APL 651665

Please allow an additional 2-3 weeks manufacturing time, depending on release size.

Tariff estimates on quote 1783 are applicable to the quantities above.

Sonic welding of the enclosure are not included in the unit sale price at this time. Details need to be evaluated and explored. Some of the sonic welding cost may be absorbed in these unit sale prices.