

CONSULTATION AND SCIENTIFIC ADVISORY BOARD AGREEMENT

THIS CONSULTING AND SCIENTIFIC ADVISORY BOARD AGREEMENT effective as of August 20th, 2018 (the “Effective Date”), between Pyramidian Technology Group, Inc., or (“PYTG”) having its principal place of business at 2645 Executive Park Drive, Suite 163 Weston, FL 33331 “Company”), a Nevada corporation and

Dr. Mark Sabbota, DO Located at 10650 FL-84 #104, Davie, FL 33324 (“Consultant”).

The Company desires to engage Consultant to perform consulting services for the Company during the Consulting Period and Consultant desires to perform such services, on the terms and conditions hereinafter set forth.

1. Ethical Responsibilities and Conflicts

It is recognized that as a licensed member of the medical profession, Consultant is subject to certain duties and responsibilities, including of an ethical nature, impacting and constraining various aspects of any consulting services to be performed hereunder. Those duties and responsibilities include patient and customer confidentiality (including HIPAA regulations), consent, competency, potential liability, costs, and often other related considerations which are frequently compounded by the conflicting demands of government, the judiciary, health care providers and customers. They also may focus on current issues potentially implicating biological, legal, financial, and moral viewpoints which may interrelate and shape any decision-making process. As a consequence, Consultant must:

- a. stay abreast of developments in bioethics and their implications on risk management, and liability;
- b. learn how bioethical issues specifically affect physicians, customers, and customers' families;
- c. learn how the roles of different types of health care practitioners are vital to the overall implementation on viable and useful ethics committees;
- d. be cognizant of ethical issues for customer safety research;
- e. be cognizant of ethical issues concerning the use of Company products;
- f. in the event of a conflict between Company interests and those medical or safety concerns of customers, the latter shall govern and prevail.

2. Term

The period during which Consultant is engaged in a consulting relationship with the Company hereunder is hereafter referred to as the “Consulting Period.” The Company agrees to retain Consultant, and Consultant agrees to serve, on the terms and conditions of this Agreement for a period commencing on the Effective Date and ending on the one year anniversary thereof, subject to earlier termination as provided herein. This Agreement may be renewed by mutual consent of both parties.

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3. Duties and Services

Consultant is hereby engaged to act as a general consultant to the Company in the field identified on Schedule A. attached hereto. Consultant's duties shall be those identified on Schedule A. attached hereto.

Consultant shall devote such time and energies as is reasonably necessary to fulfill his/her obligations hereunder, subject to his/her other professional commitments, which commitments shall be as set forth and identified on Schedule A. attached hereto. Notwithstanding the foregoing, Consultant shall devote not fewer than five hours per month, as reasonably necessary, as shall be determined in good faith by the senior management of the Company (the "Senior Management"), fulfilling his/her obligations hereunder (the "Time Commitment"). Service by the Consultant on the scientific advisory board of the Company (the "SAB") shall qualify towards satisfaction of the Consultant's Time Commitment.

Consultant agrees that he/she will be available on a reasonable basis for meetings and interactions with the Company. It is understood that Consultant shall be an independent contractor who may be engaged in other employment or who shall render other consulting services during the period of this Consulting Agreement, subject to the limitations of Section 7 hereof.

The Consultant shall not, during the term of this Agreement, enter into any consulting or other similar relationship with any other party and shall not found or otherwise hold an equity interest in any other business entity working in the field (other than as a shareholder of less than 2% of the stock of a publicly traded corporation, provided that Consultant exercise no operational or strategic control over such corporation), unless Consultant received prior written approval from the Chief Executive Officer of the Company, which approval shall not be unreasonably withheld or delayed. For avoidance of doubt, the Consultant's existing obligations to perform consulting and research services as set forth and identified on Schedule A attached hereto, shall not be a violation of this paragraph; provided that such existing obligations do not materially change in either time commitments or scope.

4. Compensation

As compensation for his/her services hereunder, the Company shall pay Consultant, during the Consulting Period, as follows:

(i) an annual consulting fee of 300,000 shares of restricted stock under Rule 144 payable as follows: (i) 75,000 shares of restricted stock in quarterly installments and (ii) the first 75,000 shares of restricted stock will be issued by our Transfer Agent no more than 30 days from the date above, and (iii) the company reserves the right to issue additional shares from the date hereof.

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(ii) \$2,500 for each meeting of the SAB (as designated by the Company) attended by Consultant;

(iii) \$2,500 for each meeting of the SAB in which Consultant leads a discussion of specified topics for such day (as determined in advance at the Company's discretion).

(iv) \$2,500 any and all meetings if needed (as designated by the Company) attended by Consultant;

Consultant acknowledges that as an independent contractor he/she is not entitled to participate in or receive any benefit or right offered to consultants of the Company under any consultant benefit plan, including without limitation, medical and health insurance. Consultant acknowledges that the Company will not withhold taxes on any amounts paid to him hereunder and that Consultant is responsible for all tax withholding, social security, unemployment insurance and other similar payments.

5. Expenses

Consultant shall be entitled to reimbursement for all reasonable, appropriate or necessary travel and other out-of-pocket expenses necessarily incurred in the performance of his/her duties hereunder, in accordance with the then-regular procedures of the Company; provided that any expenses in excess of \$2,500 in any calendar quarter shall require written approval, which approval shall not be unreasonably denied or withheld.

6. Representations and Warranties of Consultant

Consultant represents and warrants to the Company that, to the best of his/her knowledge, Consultant is under no contractual restriction or obligation which is inconsistent with the execution of this Agreement, the performance of his/her duties hereunder, or the other rights of the Company hereunder except as set forth in Section 1. Consultant represents and warrants that the Time Commitment contained in Section 3 above is acceptable and consistent, in all respects, with his/her performance of any other unrelated contractual obligations, as identified on Schedule A attached hereto. Consultant represents and warrants that this Agreement has been reviewed by any other entity pursuant to which Consultant is obligated to provide services and to the best of Consultant's knowledge, the execution and performance of this Agreement is not inconsistent with and will not violate any policies or procedures of any other person or entity which are applicable to the Consultant. Consultant represents and warrants that, to the best of his/her knowledge, the execution of this Agreement and the performance of his/her duties hereunder in no way conflicts with any non-disclosure or confidentiality agreement between the Consultant and any third party. Consultant represents and warrants that Consultant has provided to the Company all consulting agreements, confidentiality and non-disclosure agreements and assignment of inventions agreements to which Consultant is a party.

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7. Non-competition

(a) During the term of this Agreement and for a period of one (1) year commencing on the expiration or termination (if earlier) of this Agreement, Consultant agrees that he/she will not perform consulting or research services in the Field (as set forth in Schedule A) which competes with the Company (as an employee, consultant or otherwise) for any other commercial entity or found or otherwise hold an equity interest in any other business entity in the Field (other than as a shareholder of less than 2% of the stock of a publicly-traded corporation, provided that Consultant exercise no operational or strategic control over such corporation) unless Consultant obtains prior written approval from the Chief Executive Officer of the Company, which approval shall not be unreasonably withheld or delayed. For avoidance of doubt, the Consultant's existing obligations to perform consulting and research services for any other person or entity shall not be a violation of this paragraph; provided that such existing obligations do not materially change in either time commitments or scope.

(b) During the term of this Agreement and for a period of one (1) year commencing on the expiration or termination (if earlier) of this Agreement, Consultant will not solicit, entice, persuade or induce any individual who is then, or has been within the preceding six-month period, an employee or consultant of the Company or any of its subsidiaries or affiliates to terminate his/her employment or consulting relationship with the Company or any of its subsidiaries or affiliates or to become employed by or enter into contractual relations with any other individual or entity, and the Consultant shall not approach any such employee or consultant for any such purpose or authorize or knowingly approve the taking of any such actions by any other individual or entity. The term "affiliate" shall mean any person or entity that directly, or indirectly through one or more intermediaries, is controlled or is controlled by, or is under common control of the Company.

(c) Since a breach of the provisions of this Section 7 could not adequately be compensated by money damages, the Company shall be entitled, in addition to any other right and remedy available to it, to an injunction restraining such breach or a threatened breach, and in either case no bond or other security shall be required in connection therewith. Consultant agrees that the provisions of this Section 7 are necessary and reasonable to protect the Company in the conduct of its business. If any restriction contained in this Section 7 shall be deemed to be invalid, illegal, or unenforceable by reason of the extent, duration, or geographical scope thereof, or otherwise, then the court making such determination shall have the right to reduce such extent, duration, geographical scope, or other provisions hereof, and in its reduced form such restriction shall then be enforceable in the manner contemplated hereby.

(d) The provisions of this Section 7 shall survive any termination or expiration of this Agreement.

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8. Patent, etc.

Company acknowledges Consultant is an employee or consultant of the person or entity or entities identified on Schedule A attached hereto, with pre-existing obligations as set forth therein. Company further acknowledges and agrees that nothing contained in this Agreement shall affect or prevent the Consultant from fulfilling his/her obligations and responsibilities to those identified on Schedule A attached hereto, including engaging in activities as part of the course and scope of Consultant's employment with its/their respective facilities.

Subject to the terms and conditions of any person or entity identified on Schedule A attached hereto, any interest in patents, patent applications, inventions, technological innovations, copyrights, copyrightable works, developments, discoveries, designs, processes, formulas, know-how, data and analysis, whether patentable or not which Consultant may conceive or reduce to practice or author in the performance of consulting services to the Company under this Agreement and either relating to a field which the Company may then be engaged or contemplates (as demonstrated by the records of the Company) being engaged ("Inventions"), shall belong to the Company. As soon as a Consultant conceives or reduces to practice or authors any Invention, he/she agrees immediately to communicate such fact in writing to the Company, and, forthwith upon request of the Company, Consultant shall assist in the execution of all such assignments and other documents (including applications for patents, copyrights, trademarks, and assignments thereof) and take all such other action as the Company may reasonably request in order to (a) vest in the Company all Consultant's right, title, and interest in and to Inventions which are the sole property of the Company, and (b) if patentable or copyrightable, to obtain at Company expense patents or copyrights (including extensions and renewals) thereof in any and all countries in such name as the Company shall determine. Time devoted by the Consultant to satisfying the foregoing obligations shall qualify toward satisfaction of the Consultant's Time Commitment. The provisions of this Section 8 shall survive any termination or expiration of this Agreement.

9. Confidential Information

(a) All confidential or proprietary information concerning the conduct, affairs, products, Inventions, plans, or other aspects of the Company's business, prospects or assets or other information relating to the business of the Company or of any customer or supplier of the Company which Consultant may obtain from the Company during the Consulting Period shall not (except in compliance with Section 10 herein) be published, disclosed, or made accessible by him to any other person, firm or corporation either during or after the Consulting Period or used by him, either directly or indirectly, except during the Consulting Period in the business and for the benefit of the Company, in each case without prior written permission of the Company. Consultant shall return all physical evidence of such confidential information to the Company prior to or at termination of his/her retention as a Consultant by the Company. Notwithstanding the foregoing, the Consultant's legal counsel may retain a single copy of confidential information for archival purposes only to provide a record of disclosure for a period of five (5) years following the expiration or termination of this Agreement. As used in this Section 9 "confidential information" shall mean any information developed by or on behalf of, or

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otherwise acquired by, the Company and regarded by the Company as confidential, except that information which: (i) is generally known and available to the public; (ii) was known to Consultant prior to being obtained from Company hereunder; (iii) was lawfully given to Consultant by an independent third party; or (iv) was developed by or on behalf of Consultant independent of being obtained from Company hereunder.

(b) The provisions of this Section 9 shall survive the expiration or termination of this Agreement for a period of five (5) years.

10. Publications

The Consultant shall provide the Company with an early draft copy of any proposed publication of research pertaining to any intellectual property rights of the Company. If the Company informs the Consultant, within fifteen (15) days of receipt of an early draft copy of a proposed publication which conveys the content of a final publication, that such publication in its reasonable judgment could be expected to have a material adverse effect on any of its intellectual property, the Consultant shall, to the extent reasonably possible and as permitted pursuant to any agreement with any person or entity identified on Schedule A attached hereto, and any agreements to which he/she is a party, delay or prevent such publication as proposed for a period not to exceed 30 days to permit the timely preparation and filing of a patent application(s) or application(s) for a certificate of invention on the information involved; provided, that the Company will use its reasonable best efforts to review and prepare and file any such patent application(s) or application(s) for a certificate of invention as quickly as possible.

11. Termination

(a) Notwithstanding anything herein contained, on or after the date hereof and prior to the end of the Consulting Period:

(i) either party may terminate this Agreement at any time without cause, upon 30 days written notice. or immediately upon Cause.

(ii) this Agreement shall terminate automatically if Consultant shall be unable to discharge his/her duties hereunder by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted for a period of not less than nine months in any eighteen month period.

(iii) this Agreement shall terminate, if the Consultant shall die, on the date of Consultant's death.

For the purposes of this Agreement, "Cause" for termination shall be deemed to exist upon (a) a good faith finding by the Board of Directors of the Company (the "Board"), of the willful failure by the Consultant to perform the Time Commitment, (b) a good faith finding by the Board of material failure by the Consultant to perform Duties as requested

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the Board or Senior Management, (c) Consultant's intentional or reckless disregard of the rules or policies of the Company made known to him, or material breach of any agreement with the Company (including this Agreement), (d) a good faith finding by the Board of material dishonesty, gross negligence, material misconduct or fraud on the part of the Consultant, or (e) the conviction of the Consultant of, or the entry of a pleading of guilty or nolo contendere by the Consultant to, any crime involving moral turpitude or any felony; provided that, in the case of clauses (a), (b) or (c) above, the Consultant shall be given written notice of such failure and a period of fifteen (15) business days to remedy such failure, with the determination as to whether such remedy has occurred to be made solely by the Board, acting in good faith and exercising reasonable judgment.

12. Survival

Sections 7, 8 and 9 thereof shall survive termination of this Agreement.

13. Entire Agreement; Modification

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements between them concerning such subject matter. Notwithstanding the foregoing, the rights of the Company, and the obligations of the Consultant set forth in this Agreement, including without limitation in Sections 7(a), 8 and 9, are subject to and limited by any provisions identified on Schedule A attached hereto. This Agreement may be modified only by a written instrument duly executed by each party.

14. Notices

Any notice to be given hereunder shall be given in writing. All notices under this Agreement shall be either hand delivered receipt acknowledged, or sent by registered or certified mail, return receipt requested as follows:

If to the Company:

Pyramidion Technology Group, Inc.
(PYTG)
Carlos Hurtado, Chairman & CEO
2645 Executive Park Blvd, Suite 163
Weston, FL 33331
carlos@pytgcorp.com
[\(954\) 651-6816](tel:(954)651-6816)

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Copy to:

Hart & Hart
1624 N. Washington St,
Denver, CO 80203

If to the Consultant:
Dr. Mark Sabbota, DO
10650 FL-84 104
Davie, FL 33324

All such notices shall be deemed given when delivered, if personally delivered as aforesaid, or within five business days after mailing, as aforesaid. Each party may change its address by notice given in accordance with this section.

15. Waiver

Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provisions of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing, signed by Hoc party giving such waiver.

16. Binding Effect

Consultant's rights and obligations under this Agreement shall not be transferable by assignments or otherwise. The provisions of this Agreement shall be binding upon and inure to the benefit of Consultant and his/her heirs and personal representatives and shall be binding upon and inure to the benefit of the Company and its successors and assigns. The term 'successors and assigns' shall include any Company, partnership, association or other entity which buys all or substantially all of the Company's assets, stock or with which it merges or consolidates.

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17. Headings

The headings in this Agreement are solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

18. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Governing Law and Venue

It shall be governed by and construed in accordance with the laws of the state of Florida, without giving effect to the conflict of laws. Venue shall be in Broward County.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth under their respective signatures below.

Company: PYRAMIDION TECHNOLOGY GROUP, INC

By: /s/ Carlos Hurtado

Carlos Hurtado, Chairman & CEO

Consultant: DR. MARK SABBOTA, DO

By: /s/Mark Sabbota

Dr. Mark Sabbota

Schedule A

Dr. Mark Sabbota, DO Cardiologist

Professional statement

Dr. Sabbota received his medical degree from Chicago College of Osteopathic Medicine, at Midwestern University. He completed a transitional internship an internal medicine residency, and cardiology fellowship at Botsford General Hospital. Dr. Sabbota completed additional training in cardiology at the University of Michigan. Dr. Sabbota is Board Certified in both Internal Medicine and Cardiology. He is a Diplomate of the American Osteopathic Board of Internal Medicine, and a member of the American Osteopathic Association, American College of Cardiology, the American Medical Association, and the Michigan Association of Osteopathic Family Physicians.

In-network insurances

- AARP
 - Aetna
 - Anthem Blue Cross The
- List goes on and on....

Specialties

- Cardiologist

Practice names

- Cardiovascular Specialists of South Florida

Hospital affiliations

- Westside Regional Medical Center

Board certifications

- American Osteopathic Board of Internal Medicine
- Cardiology (Internal Medicine)

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Education and training

- University of Michigan, Fellowship in Cardiology
- Medical School - Midwestern University, Chicago College of Osteopathic Medicine, Doctor of Osteopathic Medicine
- Botsford General Hospital, Fellowship in Cardiology
- Botsford General Hospital, Residency in Internal Medicine
- Botsford General Hospital (Internship)

Professional memberships

- American College of Cardiology
- American Osteopathic Association

Zocdoc awards

See you again
Speedy response
Scheduling hero

Languages spoken

- English
- Spanish

Provider's gender

Male

NPI number

1346256526

Office locations

Cardiovascular Specialists of South Florida
601 N. Flamingo Rd, Suite 305
Pembroke Pines, FL 33028

Cardiovascular Specialists of South Florida
10650 W. State Rd 84, Suite 104
Davie, FL 33324