

EXHIBIT A

NONCOMPETITION/CONFIDENTIALITY, SEPARATION AGREEMENT AND GENERAL RELEASE

THIS NONCOMPETITION/CONFIDENTIALITY, SEPARATION AGREEMENT AND GENERAL RELEASE (this "Agreement"), is entered into by and between **QUEST SOLUTION, INC.**, a Delaware corporation (the "Corporation"), and **KURT THOMET**, an individual ("Employee") (collectively the "Parties").

WHEREAS, the Corporation operates a transaction processing automation Corporation that focuses on enterprise mobility for the supply chain companies in the retail, distribution, logistics, healthcare and manufacturing industries (the "Business");

WHEREAS, Employee is a shareholder and employee of the Corporation and has acquired certain confidential information with respect to the Business;

WHEREAS, the Corporation and Employee desire to set forth their mutual agreement with respect to all matters relating to the resignation of Employee's employment with Corporation and the parties' mutual release of claims; and

WHEREAS, in order to protect the Business and the goodwill associated with the Business, the Parties agree that Employee should refrain from engaging in certain businesses that compete or may compete with the Business and from certain other conduct, all on the terms and conditions contained herein;

NOW THEREFORE, in consideration of the covenants, warranties and mutual agreements herein set forth, the payments set forth in Section 2 hereof, one dollar cash in hand paid, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties do hereby agree as follows:

Section 1. Resignation of Employment

Employee hereby resigns his employment with Corporation, effective as of the date of his execution of this Agreement ("Resignation Date"). Employee acknowledges that his employment separation is properly categorized as a voluntary resignation. Employee represents and warrants that he will never seek re-employment or any contractual service relationship with the Corporation or any of its divisions or affiliates in the future. Employee agrees that this provision is fair, just, and appropriate under all the relevant facts and circumstances.

Section 2. Consideration

In consideration for Employee's obligations under this Agreement, Employee will be entitled to receive payment in the gross amount of Five Thousand Dollars (\$5,000), less required withholdings and deductions, from the Corporation. Employee has been offered twenty-one (21) days to consider the Agreement. If Employee accepts the Agreement, payment will be made on the Effective Date (as defined in Section 7). The Corporation will issue Employee a Form W-2 for the payment made under this Section 2.

In the event Employee breaches this Agreement, the Corporation shall be entitled to recover any and all amounts previously paid to the Employee under Section 2 of this Agreement, in addition to any other remedies to which the Corporation may be entitled at law or in equity.

Section 3. Release of Claims by Employee

Employee hereby waives, releases, and discharges the Corporation, its past and present parents, subsidiaries, divisions, and affiliated companies, their respective past and present stockholders, directors, officers, agents, and insurers (collectively the "Released Parties"), from any and all claims, demands, damages, and causes of action from any and all claims, causes of action, liabilities, costs (including attorney's fees), obligations, and judgments of any kind, whether direct or contingent in Employee's favor, whether known or unknown, past, present, or future, whether in law or in equity, or otherwise and whether in contract, warranty, tort, strict liability, or otherwise, which he now has, may have had at any time in the past, or may have at any time in the future arising or resulting from his employment with Corporation or the separation therefrom, except as set forth herein (collectively the "Released Claims"). Employee also represents and warrants that he has not sold, assigned, or transferred any Released Claim. Employee expressly represents that he has full legal authority to enter into this Agreement for himself and his heirs.

The Released Claims include, but are not limited to, any rights or claims in law or equity, federal, state or local, statutory or common law, for breach of employment contract, wrongful termination, or past wages under applicable state law; claims relating to discrimination, harassment, retaliation, accommodation, or whistleblowing (for example, claims under Title VII of the Civil Rights Act of 1964 ("Title VII"), the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Americans with Disabilities Act Amendments Act of 2008 ("ADAAA") and the Americans with Disabilities Act of 1990 ("ADA"), the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act ("OWBPA"); the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment Retraining Notification Act of 1988, the Employee Retirement Income Security Act of 1974 (excepting claims for vested benefits, if any, to which Employee is legally entitled thereunder), or any other federal, state, county or local law, statute, ordinance, decision, order, policy or regulation prohibiting employment discrimination, harassment or retaliation, or otherwise creating rights or claims for employees, including, but not limited to, any and all claims alleging breach of public policy, the implied obligation of good faith and fair dealing, or any implied, oral or written contract, handbook, manual, policy statement or employment practice, or alleging misrepresentation, defamation, interference with contractual relations, intentional or negligent infliction of emotional distress, invasion of privacy, false imprisonment, negligence or wrongful discharge. Provided, however, that this release does not extend to: (1) rights or claims the release of which is expressly prohibited by law; (2) rights that may arise after the effective date of this Agreement; and (3) Employee's right to enforce or rescind this Agreement.

Employee agrees that Employee will not seek and waives any right to accept any benefit or consideration from any source whatsoever with respect to any claims that Employee has asserted or could have asserted against the Released Parties, whether filed by Employee or on Employee's behalf. Employee further agrees that if Employee, or any person or entity representing Employee, or any federal, state or local agency, files or asserts such claims, this Agreement will act as a total and complete bar to recovery of any judgment, award, damages or remedy of any kind, except where expressly prohibited by law.

Employee understands that he is releasing the Released Parties from claims that he may not know about as of the date of the execution of this Agreement, and that it is his knowing and voluntary intent even though Employee recognizes that someday he might learn that some or all of the facts he currently believes to be true are untrue and even though he might then regret having signed this Agreement. Nevertheless, Employee understands that he is expressly assuming that risk and agrees that this Agreement shall remain effective in all respects in any such case. Employee expressly and completely waives all rights he might have under any law that is intended to protect him from waiving unknown claims, and Employee understands the significance of doing so.

Employee represents that neither Employee nor, to his knowledge, any person or entity acting on Employee's behalf or with Employee's authority has asserted with any federal, state or local judicial or administrative body any claim of any kind based on or arising out of any aspect of Employee's employment with the Corporation or the ending of that employment. Employee further represents that he is not participating, either directly or indirectly, in any investigations, proceedings, actions, or claims against the Corporation.

Employee hereby specifically covenants and agrees that he shall not initiate, or cause to be initiated, any action or cause of action against the Released Parties in the future asserting any claims released in this Agreement, except that the foregoing shall not preclude Employee from filing a charge of discrimination as allowed by law.

To his actual knowledge, as of the Effective Date without any additional investigation, Employee has disclosed to the Corporation any matters for which he was responsible as an employee of the Corporation that are reasonably likely to give rise to, evidence, or support any claim of unlawful, unethical, or improper conduct, regulatory violation, unlawful discrimination, retaliation, or other cause of action against the Corporation. Employee will not be considered in breach of the foregoing with respect to any matter within the actual knowledge without any additional investigation of Jason F. Griffith, Scot Ross, and Thomas Miller, or any of them, on or before the Effective Date.

Employee acknowledges and agrees that with the exception of his final wages, which will be paid in accordance with the Corporation's usual payroll practices and in accordance with state law, no other payments, commissions, bonuses, or benefits will be made by Corporation to Employee based on Employee's employment by Corporation; and Employee acknowledges that he has no entitlement to, or any right to make any claim for, any additional payments, commissions, bonuses, or benefits by Corporation of any kind whatsoever, that are due based on Employee's employment by Corporation. Employee's eligibility for coverage as an active employee under all employee benefit plans maintained by Corporation terminate on the Resignation Date. Employee may purchase, if eligible, continuation of health benefits coverage to the extent and for the period provided by law.

Section 4. Release of Claims by Corporation

For, and in consideration of the promises contained herein, the sufficiency, adequacy, and receipt of all of which consideration is hereby expressly acknowledged, Corporation releases and discharges Employee from any and all obligations, claims, damages, demands, liabilities, equities, actions, causes of actions and legal theories of whatever kind, in law or in equity, in contract or tort or public policy, both known and unknown, suspected and unsuspected, disclosed and undisclosed, actual and consequential, specific and general, however denominated, from the beginning of time up to and including the time of the signing of this Agreement; whether for income from any source, declaratory or injunctive relief, compensatory or punitive damages, wages, severance benefits, money, remuneration, emotional distress, injunctive relief, costs, expenses, attorneys' fees, or thing of any value whatsoever, by Corporation against Employee, including but not limited to any claims arising out of or resulting from Employee's employment with Corporation, and any other matter between Employee and Corporation. Provided, however, that Corporation is not releasing any claim that relates to (1) its right to enforce this Agreement; (2) any rights or claims that arise after the execution of this Agreement; or (3) any rights that it cannot lawfully release.

Section 5. Noncompetition; Confidentiality; Non-Disparagement

Employee agrees that for a period of six (6) months, beginning with the execution of this Agreement (the "Covenant Period"), Employee will not, without the prior written consent of the Corporation in each instance: (1) participate or engage, directly or indirectly, in the ownership, management, operation, or control of, or work for as an employee, independent contractor or consultant, or be connected as a partner, member, owner, investor, lender or otherwise, with, or have any financial interest in, or aid or assist anyone else in the conduct of any of the businesses or customers described on Schedule I, attached hereto; or (2) directly or indirectly, employ, offer to employ, recruit, solicit, entice away, or in any other manner persuade or attempt to persuade any employee or independent contractor of the Corporation or any person who, at any time during the twelve (12) months preceding the date in question, was an employee, independent contractor, patient or customer of the Corporation or the Business, to discontinue the relationship with the Corporation.

Employee agrees that, for a period of two (2) years after execution of this Agreement, he will hold and keep confidential all Confidential Information (as defined below) to which Employee, at any time shall have become informed, and that he will not, directly or indirectly, disclose any Confidential Information to any person, firm, corporation or entity, or use the same, or permit the same to be disclosed or used. "Confidential Information" as used herein means proprietary information directly relating to the Corporation or developed exclusively by the Corporation or developed for the use of the Corporation or the Business and shall include, without limitation, the following types of information regarding the Corporation or the Business: corporate information, including business information, plans, strategies, tactics, or policies; marketing information, including strategies, tactics, methods, customer and patient lists, prospects, and market research data; financial data or forecasts; policies or procedures; know-how and ideas; operational information, including trade secrets; technical information, including designs, drawings and specifications; and any proprietary compounding information. Confidential Information is limited to that information which is not generally known to the public (other than as a result of unauthorized disclosure by Employee) or within the industry of which the businesses described in Schedule I are a part.

Employee expressly represents and warrants that he shall not disclose the existence or terms of this Agreement to any third person without the prior express written consent of the Corporation. Notwithstanding the foregoing, Employee may disclose the existence and/or terms of this Agreement: (1) to his attorneys or accountants, to the extent that such disclosure is necessary in the preparation of his tax returns; (2) pursuant to a securities regulatory request or to comply with a securities regulatory requirement or other legal obligation; (3) pursuant to a duly-issued court or arbitration order; and (4) if the existence and/or terms of this Agreement have previously become disclosed by Corporation in a public filing. In the case of a disclosure required pursuant to a duly-issued court or arbitration order, Employee or his attorneys shall at the earliest opportunity notify Corporation of any request or order compelling disclosure of any of the terms of this Agreement so as to allow Corporation an opportunity to take appropriate action to protect their interests. In the case of a disclosure required pursuant to a securities regulatory request, Employee or his attorneys shall at the earliest opportunity notify Corporation of any request.

Section 6. Reasonableness; Severability

Employee acknowledges and agrees that the restrictions placed on Employee and the rights and remedies conferred on the Corporation are reasonable in time, scope, and territory and are fully required to protect the legitimate business interests of the Corporation without a disproportionate detriment to Employee. If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable (i) such provision shall remain in force and effect to the maximum extent allowable, if any, (ii) such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which such judgment shall have been rendered, and (iii) the enforceability or validity of the remaining provisions of this Agreement shall not be affected thereby. If a court finds that any provision of this Agreement is invalid or unenforceable, but that modification of such provision will make it valid or enforceable, then such provision shall be deemed to be so modified.

Section 7. Waiver of Age Discrimination Claims/Revocation Period/Effective Date

Employee specifically represents that he has read and understands this Agreement and Release, and has been offered a minimum of twenty-one (21) days to consider the Agreement before he has to execute it and understands fully the final and binding effect of this Agreement. Employee further agrees that the only promises made to him to sign this Agreement are those stated in the Agreement and that he has signed this Agreement voluntarily with the full intent of releasing the Corporation and Released Parties from any and all claims relating to or arising out of his employment with the Corporation. Employee acknowledges that he was advised to consult an attorney, hired by him, to review the Agreement and provide advice about it, and he has done so to the extent he desires. In accordance with federal law, this Agreement may be revoked by Employee at any time within seven (7) days after the date the Agreement is signed by Employee (the "Revocation Period"). If Employee wishes to revoke this Release, he must revoke it in writing delivered by hand delivery or by electronic mail prior to the end of the Revocation Period to Tom Miller, CEO, tmiller@questsolution.com; 870 Conger Street, Eugene, OR 97402, or the revocation will not be effective. If Employee revokes his acceptance, none of the rights or obligations set forth in this Agreement will take effect. If Employee does not revoke his acceptance, the Agreement shall become fully effective and enforceable immediately upon expiration of the Revocation Period (the "Effective Date"). ***Employee expressly understands that he is knowingly and voluntarily waiving any claim for age discrimination that he may have under the Age Discrimination in Employment Act; Finally, Employee agrees and acknowledges that if he signs this Agreement before the expiration of said twenty-one (21) day period referred to hereinabove, that he has affirmatively waived such twenty-one (21) day minimum period, but will still have the seven (7) calendar days within which to revoke this Agreement.***

Section 8. Waiver

No consent or waiver, express or implied, by either party with respect to any breach or default by any other party in the performance of any other party's obligations hereunder shall be deemed or construed to be a consent or waiver with respect to any other breach or default in the performance of the same or any other obligation of such other party hereunder. A party's failure to complain of any act or failure to act of any other party or to declare any other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of any rights hereunder. The giving of consent by a party in any one instance shall not limit or waive the necessity of obtaining such party's consent in any future instance. Any consent required to be given hereunder shall be in writing unless otherwise provided herein.

Section 9. Taxes

The Corporation will be responsible for payroll deductions that it would normally be responsible for in connection with a severance agreement to an employee. Employee agrees that he is ultimately and solely responsible for paying the correct amount of taxes he may owe on any amounts he receives in connection with this Agreement.

Section 10. Miscellaneous

This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Oregon (without regard to the conflicts of laws principles thereof). All sections and descriptive headings of sections and subsections in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof. This Agreement may not be modified or amended or any term or provision hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver, or discharge is sought to be enforced. Each party shall bear its own attorney's fees in connection with the preparation and review of this Agreement. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. This Agreement and the payments required under Section 2 shall automatically cease upon the death of Employee. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year executed by Employee, below.

QUEST SOLUTION, INC.

Printed Name: Thomas Miller

Signature: */s/ Thomas Miller*

Date: 08/27/2015

KURT THOMET, AN INDIVIDUAL

Printed Name: Kurt Thomet

Signature: */s/ Kurt Thomet*

Date: 08/26/2015
