

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

DURHAM COUNTY

NO. 25CV006375-310

MONTAGUE CAPITAL PARTNERS, LLC,

Plaintiff,

vs.

CYBERLUX CORPORATION

Defendant.

VERIFIED COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Montague Capital Partners, LLC (“Montague” or “Plaintiff”) hereby brings this action against Defendant Cyberlux Corporation (“Cyberlux” or “Defendant”) for breach of contract and related claims arising from Cyberlux’s failure to pay millions of dollars in contractually owed consulting fees and commissions.

INTRODUCTION

1. This action arises from Cyberlux’s willful refusal to honor its contractual obligations to the strategic consultant that transformed it from a struggling small-cap lighting company into a legitimate defense contractor with tens of millions of dollars in government contracts.

2. Despite Montague’s instrumental role in sourcing and securing the largest contract in Cyberlux’s history—a \$79 million agreement to supply drones to Ukraine’s Ministry

of Defense—Cyberlux has refused to pay any portion of the commissions contractually owed to Montague.

3. While Cyberlux has already received approximately \$38.7 million under this contract and stands to receive an additional \$25.7 million payment imminently, it has deliberately withheld the 5% commission required expressly under the parties' January 2023 Consulting Agreement.

4. Compounding this breach, Cyberlux has engaged in a calculated pattern of asset dissipation, bad faith litigation tactics, and strategic encumbrance of receivables designed to place contract proceeds beyond the reach of Montague and other creditors. Through this action, Montague seeks to recover the more than \$3.5 million in unpaid commissions and fees rightfully earned through its transformative business development efforts on Cyberlux's behalf.

THE PARTIES

5. Montague is a North Carolina limited liability company with its principal place of business at 101 Glen Lennox Dr., Suite 300, Chapel Hill, NC 27517.

6. Defendant Cyberlux is a Nevada Corporation with its headquarters and principal place of business located at 800 Park Offices Drive, Suite 3209, Research Triangle Park, North Carolina 27709.

JURISDICTION

7. This Court has personal jurisdiction over Defendants pursuant to N.C. Gen. Stat. § 1-75.4 because Cyberlux maintains its corporate headquarters and principal place of business in North Carolina, regularly transacts business in this State, and the contract at issue contains an express consent to jurisdiction in North Carolina. Moreover, Montague is a North Carolina limited liability company.

VENUE

8. Venue is proper in this County pursuant to N.C. Gen. Stat. § 1-82, as Cyberlux's corporate headquarters and principal place of business is in Durham County. Further, the express forum selection clause contained in the parties' January 1, 2023 Consulting Agreement allows suits in any North Carolina court venue.

FACTUAL BACKGROUND

Montague's Work on Behalf of Cyberlux

9. Montague and Cyberlux have maintained a close working relationship since 2019, formalized in the original January 1, 2019 Consulting Agreement (attached as Exhibit A) and subsequently amended and restated via the January 1, 2023 Consulting Agreement (attached as Exhibit B) and January 5, 2023 Memorandum (attached as Exhibit C) (collectively, the "2023 Consulting Agreement").

10. Montague, and its Managing Partner, Denis Kalenja, was the driving force behind Cyberlux's most important acquisitions and was responsible for sourcing and negotiating the commercial agreements that account for the overwhelming majority of Cyberlux's revenues to date.

11. Highlights of Montague's work on behalf of Cyberlux include:

- Formulating and leading Cyberlux's transition from a small company focused on lighting systems to legitimate defense subcontractor;
- Guiding Cyberlux's acquisition of the (then-distressed) high-speed drone manufacturer Catalyst Machineworks ("Catalyst") and advising on Catalyst's transformation from drone-enthusiast company to the military/law-enforcement drone manufacturing arm of Cyberlux;
- Leading, negotiating and closing on Cyberlux's acquisition of Datron World Communications, Inc. ("Datron") and subsequently integrating

Datron—and its tactical military communications equipment manufacturing capabilities—into Cyberlux;

- Leading the effort to lift the “Caveat Emptor” (“CE”) designation of the OTC Markets Group (which allowed for brokers and trading platforms to handle buy and sell orders in Cyberlux stock)—Cyberlux shares were essentially “worthless” during the pendency of the CE designation; and
- Sourcing the contract underlying Cyberlux’s most significant revenue stream—Cyberlux’s \$79M August 29, 2023 contract with Huntington Ingalls Industries (“HII”) to deliver FlightEye Model K8 drones for use in Ukraine.

12. In exchange for Montague’s strategic business development services, work in identifying and developing acquisitions, and assistance with sourcing, negotiating and closing commercial contracts, Cyberlux agreed to pay Montague substantial fees and commissions (detailed below) pursuant to the 2023 Consulting Agreement.

Relevant Terms of the 2023 Consulting Agreement

13. Section 3.2 of the Agreement provides:

As base compensation for the Services and the rights granted to Cyberlux in this Agreement, Cyberlux shall pay Consultant a fixed fee of \$250,000.00 (the “Fees”) per annum, payable in equal monthly installments on the first business day of each month, commencing January 3, 2023.

14. Section 3.3 of the Agreement states:

In addition to the Fees, Consultant shall be entitled to receive two percent (2%), with the exception of any Ukraine-related commercial contracts for which the Consultant shall be entitled [sic] to five percent (5%), of the gross amounts payable to Cyberlux (the “Commission”) under commercial contracts sourced by Consultant, including, without limitation, the

proceeds of joint ventures, licenses and software as service agreements (collectively, the "Commissionable Contracts"). **Commissionable Contracts, including designated lines of business, work orders, and similar in effect on the date hereof are listed on Schedule 2 hereto.**

(emphasis added).

15. Schedule 2 of the Agreement provides:

The following are Commissionable Contracts and/or work orders in effect as of January 1, 2023.

- That certain line of business related to the sale of tactical drones from time to time for use by the Ministry of Defense of Ukraine, including without limitation, Order no. 220/9169 dated September 21, 2022 for 1,000 tactical drones type FlightEye KOA031831, plus training, service and maintenance for use by Ministry of Defense of Ukraine.

(emphasis in original).

16. And the January 5, 2023 Memorandum states (in relevant part):

The Agreement cited in Schedule 2, that certain Order no. 220/9169 dated September 21, 2022 for 1,000 tactical drones type FlightEye KOA031831. The Parties desire to memorialize that such order was subsequently increased to 2,000 units, as to which 5% commission is payable pursuant to the Agreement.

17. Montague is entitled to receive commissions "for two years after the termination of the provision of Services under [the] Agreement" (Ex. B, Section 3.3(a)) and the Agreement does not terminate naturally until January 1, 2026 (*id.* at Section 2: "the term of this Agreement .

. . shall continue for a period of three years or until earlier terminated by either party”). The 2023 Consulting Agreement has not been terminated by either party.

18. Those terms—Section 3.2, Section 3.3, Schedule 2, and the excerpted portion of the Memorandum—form the primary basis for Montague’s claims for amounts payable and owing by Cyberlux under the 2023 Consulting Agreement.

19. Further, Montague is entitled to additional penalty payments, and interest payments, on unpaid commissions. Specifically, Section 3.3(c) provides:

In respect of any underpayment of Commission, Cyberlux will pay interest on such underpayment at a rate of one percent (1%) per month; provided that if any payment in respect of any Commissionable Contract is underpaid by an amount in excess of ten percent (10%) of the amount payable thereunder in any month, the Parties agree that such underpayment represents willful misconduct or gross negligence on the part of Cyberlux, and must be cured within ten (10) business days with an additional payment premium of an amount equal to ten (10) percent of the underpayment amount.

20. Moreover, Section 3.5 provides:

Consultant shall have the right to charge interest on any unpaid Fees, Commission and expenses at the rate of one percent (1.0%) per month, commencing 15 days after the due date thereof, subject to the additional amount in respect of underpaid Commission set forth in Section 3.3 above.

Payments to Cyberlux Under the Ukraine-related Commissionable Contract

21. On or about August 29, 2023, Cyberlux entered a contract with HII to deliver FlightEye Model K8 drones for use by the Ministry of Defense of Ukraine. This contract, with an initial total value of approximately \$79 million, represents the culmination of Montague's strategic efforts to position Cyberlux as a key supplier in the defense sector.

22. Based on information available to Montague, public court filings, and Cyberlux's public financial disclosures, Cyberlux received approximately \$38.7 million in payments under this contract during 2023.

23. Furthermore, based upon documents filed by the former receiver of Cyberlux, in *Atlantic Wave Holdings, LLC, et al. v. Cyberlux Corporation, et al.*, Cause No. 2024-48085, 129th Judicial District Court of Harris County, Texas (the “Atlantic Wave case”), Montague has learned that HII is expected to make an additional payment of \$25,795,303.38 to Cyberlux in the near term.

24. These payments—both the \$38.7 million payment and the forthcoming \$25.7 payment—are subject to Montague's entitlement to commissions at the contractual rate of 5% under the 2023 Consulting Agreement.

Material Breaches of the 2023 Consulting Agreement by Cyberlux

25. Cyberlux has materially breached multiple provisions of the 2023 Consulting Agreement, depriving Montague of millions of dollars in rightfully earned compensation while simultaneously failing to provide the transparency promised under the Agreement. These breaches are not mere technical violations but represent a fundamental failure to honor the contractual relationship that has been instrumental to Cyberlux’s success.

26. Despite receiving approximately \$38.7 million in payments during 2023 under the Ukraine drone contract—a Commissionable Contract expressly identified in Schedule 2 of the Agreement and subject to the 5% commission rate—Cyberlux has failed to pay Montague any portion of the \$1,935,000 in commissions due on these receipts. This complete failure to pay commissions constitutes not only a material breach of Section 3.3 of the Agreement but also triggers the willful misconduct provisions of Section 3.3(c), as the underpayment exceeds 10% of the amount payable (indeed, it represents a 100% underpayment). Under the Agreement's

terms, this gross underpayment subjects Cyberlux to both interest charges at 1% per month and an additional penalty equal to 10% of the underpayment amount.

27. In addition to its failure to pay the 5% commission on the Ukraine drone contract, Cyberlux has failed to pay the 2% commission due to Montague on other Commissionable Contracts.

28. In addition to the commission obligations, Cyberlux has failed to pay the monthly consulting fees required under Section 3.2 of the Agreement. Beginning with the January 2025 payment and continuing through the present, Cyberlux has failed to make six (6) of the required monthly payments of \$20,833.33. As of today, the unpaid consulting fees total \$125,000 for the period January through June 2025, exclusive of interest. This ongoing failure to pay base compensation represents a separate and independent material breach of the Agreement.

29. Compounding these payment failures, Cyberlux has breached its reporting obligations under Section 3.3(a) of the Agreement by failing to provide monthly statements detailing payments received under Commissionable Contracts. Despite the clear requirement that such statements be provided within the first five business days of each month, Montague has received no statements whatsoever regarding the substantial payments Cyberlux has received under the Ukraine drone contract. This lack of transparency has forced Montague to rely on incomplete public information and third-party sources to determine the extent of amounts owed, thereby frustrating the Agreement's provisions designed to ensure accurate and timely commission payments.

Amounts Due Montague

30. On June 10, 2025, a demand letter was sent—via email and Federal Express—by Montague to Cyberlux, detailing the breaches and amounts owed to Montague under the 2023 Consulting Agreement.

31. Cyberlux owes: (a) \$1,935,000 in unpaid commissions on the approximately \$38.7 million received during 2023; (b) \$193,500 representing the 10% penalty on such underpayment pursuant to Section 3.3; (c) accrued interest on the unpaid commission at 1% per month from the date each payment was due; (d) \$125,000 in unpaid monthly consulting fees for January through June 2025; and (e) accrued interest on unpaid consulting fees at 1% per month from each payment's due date.

32. Upon receipt of the \$25,795,303.38 payment from HII referenced in the Atlantic Wave case, Cyberlux will owe Montague the 5% commission due thereon (\$1,289,765.17) within ten business days. Cyberlux's failure to timely pay this commission will trigger the 10% penalty provisions of Section 3.3(c).

Cyberlux's Demonstrated Pattern of Deliberately Frustrating Creditor Recovery Efforts

33. Cyberlux has demonstrated a pattern of frustrating creditor recovery efforts. (See "Bad Faith Litigation Tactics," *infra*.) Court records reflect that Cyberlux has repeatedly made representations regarding its intentions to secure or satisfy obligations that have not materialized. In October 2024, Cyberlux represented to the Court in the *Atlantic Wave* case that a stay of execution had been granted in Virginia regarding the underlying judgment domesticated in Texas, when in fact no such stay had been requested or granted. Subsequently, in April 2025, Cyberlux represented to a federal court (in a baseless and, ultimately rejected, removal action) that it intended to file a supersedeas bond, yet no such motion was ever filed.

34. Cyberlux's financial maneuvers have raised concerns regarding asset preservation. Records indicate that Cyberlux dissipated a substantial portion of the \$38.7 million payment it received from HII in September 2023. (See "Cyberlux's Documented Pattern of Asset Dissipation," *infra*.) Recently, in April 2025, after defaulting on a credit agreement with Legalist SPV III, LP ("Legalist"), Cyberlux amended its line of credit with Legalist to increase

its borrowing limit by millions, with the credit facility collateralized by accounts receivable on its Ukraine-related drone contracts. (See “Factoring and Encumbering Receivables”, *infra*.)

35. The facts set forth below, and the scope of creditor claims against Cyberlux (see “Cyberlux is at Extreme Risk of Insolvency,” *infra*), underscore the critical need for Montague’s Motion for Temporary Restraining Order and Preliminary Injunction, filed concurrently herewith.

36. Recently terminated Texas receivership proceedings exemplify Cyberlux’s systematic efforts to evade creditor obligations while controlling substantial assets. On July 7, 2024, Atlantic Wave Holdings, LLC filed a petition to enforce a Virginia foreign judgment in the 129th Judicial District Court of Harris County, Texas. Following months of contentious litigation, Atlantic Wave moved to appoint a receiver on January 9, 2025. Despite the court’s oral grant of the motion, Cyberlux removed the case to federal court before a written order could be entered. Judge Lee Rosenthal remanded the case on March 27, 2025, finding the removal untimely. When Atlantic Wave renewed its motion for receiver appointment, Cyberlux again removed to federal court on April 11, 2025—prompting Judge Rosenthal to award attorney’s fees as sanctions and find that “Cyberlux had no objectively reasonable basis to remove again.”

Cyberlux’s Documented Pattern of Asset Dissipation

37. Court records reveal a shocking pattern of asset dissipation by Cyberlux immediately upon receipt of government contract funds. According to the sworn declaration of William Welter in the Atlantic Wave case, bank records produced in discovery confirmed that Cyberlux “received a payment of \$38.7 million from a US Government contract to supply drones to Ukraine on September 8, 2023.” Rather than use these funds to satisfy creditor obligations or maintain business operations, “Defendants transferred significant sums of money to personal

accounts, friends, and family members, beginning on the same day the \$38 million was transferred into Cyberlux’s account.”

Cyberlux’s Active Measures to Place Assets Beyond Creditor Reach: Factoring and Encumbering Receivables

38. Cyberlux has actively encumbered the Ukraine drone contract receivables—the very receivables on which Montague holds commission rights—to secure financing that prejudices Montague's interests.

39. In a June 6, 2025 emergency motion vis-à-vis the Texas receivership, Cyberlux revealed that “Legalist advised the Receiver that it was exercising its contractual right to act as attorney-in-fact for Cyberlux and would issue a protective advance pursuant to an existing credit agreement between Cyberlux and Legalist.” Court filings reveal that Legalist claims secured creditor status with “UCC liens that secured all assets of Judgment Debtors as collateral” and asserts that “Cyberlux completed a notice of assignment to Legalist under a drone contract based on its indebtedness to Legalist, thereby giving Legalist the full right to payments from the drone contract.”

40. That assignment directly conflicts with Montague’s contractual right to receive 5% commissions on all Ukraine drone contract payments. Moreover, Legalist’s claimed indebtedness, as of January 24, 2025, totaled “\$7,313,627.17 with fees accruing at a daily rate of \$4,364.46.” A June 11, 2025 email confirms that Cyberlux has further encumbered Ukraine drone contract payments—by over \$2 million in secured debt—via Legalist’s “protective advance.” In that email, counsel for Cyberlux confirmed the wire transfer.

Cyberlux’s Active Measures to Place Assets Beyond Creditor Reach: Bad Faith Litigation Tactics

41. Cyberlux has engaged in a systematic campaign of bad faith litigation tactics designed to delay and frustrate creditor collection efforts. Federal courts have sanctioned

Cyberlux for its improper conduct. In May 2025, Chief Judge Rosenthal found that Cyberlux “had no objectively reasonable basis to remove again” after Cyberlux removed the same state receivership case to federal court twice in quick succession. The court awarded attorney’s fees as sanctions, finding that “Cyberlux has used the presence of some government property to attempt to delay and frustrate Atlantic Wave’s right to collect on its judgment.” The Texas receiver documented this pattern, noting that “before the 129th could issue a signed order—and desperate for any delay possible—Cyberlux removed the same case to the same federal court for the second time in two months.”

42. Cyberlux’s bad faith extends to discovery violations and false representations to courts. Atlantic Wave’s counsel declared under oath that despite filing purported “emergency” motions, “Cyberlux has not set any hearings (or even agreed to any open hearing dates), despite maintaining that their filing was based on the need for emergency relief.” When served with discovery requests and deposition notices, “Cyberlux has not responded to the discovery requests, nor did its representative appear for the August 27th deposition.” Courts have been forced to intervene, with a Texas court granting Atlantic Wave’s motion to compel after finding that Cyberlux had issued “voluminous and baseless objections” to standard post-judgment discovery.

Cyberlux is at Extreme Risk of Insolvency

43. Public court filings demonstrate that Cyberlux faces overwhelming financial obligations that exceed its ability to pay, creating an extreme risk of insolvency that threatens all creditor recoveries. A letter from the Texas receiver, dated June 4, 2025, catalogues the staggering scope of Cyberlux’s debts, identifying “at least \$40 million in debt Cyberlux owes to various creditors.” This included secured debt to Legalist SPV III of \$7,313,627.17 with daily accrual of \$4,364.46; a \$2,111,086.01 judgment to Atlantic Wave; a \$1,631,221.32 federal

default judgment to Thin Air Gear entered May 16, 2025; a \$235,411.27 judgment to Aerotek entered April 11, 2025; pending litigation claims exceeding \$5.6 million from R.B. Capital Partners; contractual obligations including \$1,860,017.08 in unpaid wages to former Catalyst Machineworks owners; and over \$3,000,000 owed to Montague. The pattern of default judgments—with Cyberlux failing to even appear or defend in multiple cases—demonstrates Cyberlux’s avoidance of obligations and high risk of insolvency.

Cyberlux is Deliberately Frustrating Montague’s Right to Receive Sums Under the 2023 Consulting Agreement

44. The totality of Cyberlux’s conduct demonstrates a deliberate scheme to frustrate Montague’s contractual right to receive commissions on the Ukraine drone contracts that Montague was instrumental in securing. While Cyberlux received \$38.7 million in September 2023 and expects an additional \$25,795,303.38 payment imminently, it has paid Montague nothing of the millions owed in commissions. Instead, Cyberlux has dissipated funds through insider transfers, encumbered the very receivables on which Montague holds commission rights through conflicting assignments to Legalist, and engaged in serial litigation misconduct to delay creditor recoveries. With over \$40 million in competing creditor claims and a demonstrated willingness to transfer assets beyond creditor reach, Cyberlux’s conduct threatens to render Montague’s contractual rights worthless absent immediate court intervention; intervention Montague seeks via the Motion for Temporary Restraining Order and Preliminary Injunction, filed concurrently herewith. The imminent receipt of the \$25.7 million HII payment creates an emergency requiring this Court’s protection to preserve Montague’s bargained-for 5% commission rights.

COUNT I: BREACH OF CONTRACT

45. Montague incorporates by reference all preceding paragraphs as if fully set forth herein.

46. A valid and enforceable contract exists between Montague and Cyberlux in the form of the 2023 Consulting Agreement, which was duly executed by authorized representatives of both parties on or about January 1, 2023, and supplemented via the Memorandum dated January 5, 2023.

47. Montague has fully performed all conditions, covenants, and obligations required under the 2023 Consulting Agreement, including but not limited to: (a) providing strategic business development services; (b) identifying and developing acquisition opportunities; (c) assisting with the identification of business development opportunities involving Cyberlux's portfolio of products and services; (d) sourcing and negotiating commercial contracts, including the \$79 million HII contract; and (e) facilitating Cyberlux's transformation into a defense contractor.

48. Cyberlux has materially breached the 2023 Consulting Agreement in multiple respects, including: (a) failing to pay the 5% commission due on approximately \$38.7 million received under the Ukraine drone contract during 2023, totaling \$1,935,000; (b) failing to pay the 2% commission on other Commissionable Contracts; (c) failing to pay monthly consulting fees from January 2025 through June 2025, totaling \$125,000; (d) failing to provide monthly statements of payments received under Commissionable Contracts as required by Section 3.3(a); and (e) failing to pay interest and penalties on underpaid amounts as required by Sections 3.3(c) and 3.5.

49. As a direct and proximate result of Cyberlux's breaches, Montague has suffered actual damages in the amount of at least \$2,253,500 consisting of: (a) \$1,935,000 in unpaid

commissions on the \$38.7 million payment; (c) \$193,500 in contractual penalties; (d) \$125,000 in unpaid monthly fees; and (e) interest accruing at 1% per month on all unpaid amounts.

50. Upon receipt of the \$25,795,303.38 payment from HII, Cyberlux will owe Montague the 5% commission due thereon (\$1,289,765.17) within ten business days. Cyberlux's failure to timely pay this commission will trigger the 10% penalty provisions of Section 3.3(c).

COUNT II: QUANTUM MERUIT

51. Montague incorporates by reference all preceding paragraphs as if fully set forth herein.

52. In the alternative, and without waiving the foregoing, Montague brings this its second cause of action, quantum meruit.

53. Montague rendered valuable services to Cyberlux, including identifying acquisition targets, negotiating complex commercial transactions, developing strategic business relationships, and specifically sourcing the \$79 million HII contract for Ukraine drone sales.

54. These services were knowingly and voluntarily accepted by Cyberlux, as evidenced by: (a) Cyberlux's execution of consulting agreements acknowledging the value of such services; (b) Cyberlux's reliance on Montague's expertise in completing acquisitions and securing contracts; and (c) Cyberlux's receipt of approximately \$38.7 million (with an additional \$25.7 million pending) directly resulting from contracts sourced by Montague.

55. The services were not rendered gratuitously, as both parties understood and agreed that Montague would be compensated through fees and commissions for its strategic business development work.

56. The services were highly beneficial to Cyberlux, transforming it from a small lighting company into a legitimate defense contractor with substantial government contracts, including the single largest revenue source in Cyberlux's history.

57. Despite receiving the benefit of Montague's services and the resulting revenues, Cyberlux has failed and refused to pay Montague the reasonable value of such services.

58. The reasonable value of Montague's services, based on industry standards for investment banking and strategic consulting services resulting in transactions of this magnitude, is no less than \$3,543,265.17, representing approximately 5% of the revenues generated through Montague's efforts.

COUNT III: UNJUST ENRICHMENT

59. Montague incorporates by reference all preceding paragraphs as if fully set forth herein.

60. In the alternative, and without waiving the foregoing, Montague brings this its third cause of action, unjust enrichment.

61. Montague conferred substantial benefits upon Cyberlux, including (but not limited to): (a) strategic business development services that transformed Cyberlux's business model; (b) identification and negotiation of key acquisitions; and (c) sourcing the \$79 million HII contract.

62. Cyberlux appreciated and had knowledge of these benefits, as demonstrated by its active participation in the transactions sourced by Montague, its execution of agreements acknowledging Montague's role, and its receipt and retention of the revenues generated through Montague's efforts.

63. Cyberlux voluntarily accepted and retained these benefits, including the revenues, business relationships, and enhanced market position resulting from Montague's services.

64. Under the circumstances, it would be inequitable and unconscionable for Cyberlux to retain these benefits without compensating Montague, particularly where: (a) Cyberlux explicitly agreed to pay commissions on such revenues; (b) Montague's efforts were

the proximate cause of Cyberlux obtaining these contracts and revenues; and (c) Cyberlux has retained the full benefit while refusing to pay any compensation to Montague.

65. Cyberlux has been unjustly enriched in an amount no less than \$3,543,265.17, representing the value of the benefits conferred and retained.

66. Montague has no adequate remedy at law to the extent its contract claims are deemed unenforceable, and equity requires that Cyberlux disgorge the benefits it has unjustly retained.

COUNT IV: BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

67. Montague incorporates by reference all preceding paragraphs as if fully set forth herein.

68. Under North Carolina law, every contract contains an implied covenant of good faith and fair dealing that prohibits either party from doing anything that will injure or frustrate the other party's right to receive the benefits of the agreement.

69. The 2023 Agreement was intended to compensate Montague for its strategic consulting services and business development efforts, particularly for sourcing valuable contracts.

70. Defendants breached the implied covenant of good faith and fair dealing by engaging in a pattern of conduct designed to frustrate Montague's right to receive the benefits of the Agreement, including:

a. Receiving \$38.7 million from the Ukraine drone contract that Montague sourced, while refusing to pay any portion of the contractually required 5% commission;

b. Deliberately failing to provide monthly payment statements as required by Section 3.3(a), thereby preventing Montague from verifying amounts owed;

c. Dissipating drone contract proceeds through transfers to insiders and personal accounts rather than satisfying contractual obligations to Montague; and

d. Actively encumbering and factoring receivables to place contract proceeds beyond Montague's reach.

71. No reasonable contracting party would expect that a consultant who sources a \$79 million government contract would receive nothing while the client dissipates millions in proceeds for personal benefit.

72. As a direct and proximate result of Defendant's breach of the implied covenant, Montague has been damaged in an amount exceeding \$3.5 million, representing the unpaid commissions and fees it would have received but for Defendants' bad faith conduct.

73. Defendant's breach of the implied covenant was willful, wanton, and malicious, entitling Montague to punitive damages.

CONDITIONS PRECEDENT

74. All conditions precedent to Montague's recovery have been performed, or have occurred, or have been waived or excused by Cyberlux's conduct.

ATTORNEYS' FEES

75. Montague incorporates by reference all preceding paragraphs as if fully set forth herein.

76. Sections 8.1 and 8.1(b) of the 2023 Agreement provide that Montague is entitled to recover "reasonable attorneys' fees" and "costs, or expenses of whatever kind" for Cyberlux's "breach of any representation, warranty, or obligation under [the] Agreement."

77. Additionally, or alternatively, Plaintiff is entitled to attorneys' fees under N.C. Gen. Stat. § 6-21.6, as this action is brought to recover amounts due under a contract for the payment of money.

78. Plaintiff has been required to retain counsel to prosecute this action and has agreed to pay reasonable attorneys' fees for such representation.

PRAYER FOR RELIEF

Plaintiff prays that this Court provide the following relief:

- (1) Enter judgment against Defendant for: (a) \$1,935,000 in unpaid commissions on 2023 payments; (b) \$1,289,765.17 in commissions on the pending HII payment; (c) at least \$193,500 in contractual penalties; (d) \$125,000 in unpaid consulting fees; (e) appropriate commissions on all other Commissionable Contracts; and (f) interest at 1% per month on all unpaid amounts;
- (2) Award Plaintiff its reasonable attorneys' fees pursuant to Sections 8.1 and 8.1(b) of the 2023 Agreement and/or N.C. Gen. Stat. § 6-21.6; and
- (3) Further relief as this Court shall deem just and proper.

JURY DEMAND

Plaintiff respectfully requests a trial by jury on all issues raised by this Complaint which are triable by right of a jury.

DATED: June 23, 2025

Respectfully Submitted,

/s/ K. Alan Parry

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*Counsel for Plaintiff Montague Capital
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Exhibit A

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“Agreement”) is made and entered into effective as of the 1st day of January 2019, between Cyberlux Corporation, a corporation formed under the laws of the State of Nevada, and Montague Capital Partners LLC, a limited liability company formed under the laws of the State of North Carolina (“Consultant”).

WITNESSETH:

WHEREAS, Cyberlux desires to retain Consultant to provide the services specified in **Schedule 1** hereto (collectively, the “Services”); and

WHEREAS, Consultant is willing to provide Cyberlux with the Services on the terms, and subject to the conditions, set forth herein.

NOW, THEREFORE, Cyberlux and Consultant, each intending to be legally bound, hereby mutually covenant and agree as follows:

ARTICLE I

Definitions

The following terms used in this Agreement shall have the meanings set forth below.

1.1 “Accrued Obligations” shall mean, as of any date, the aggregate Consulting Fees payable to Consultant hereunder for the Services provided by Consultant as of such date to the extent accrued but not previously paid.

1.2 “Affiliate” means, with respect to any Person, any other Person, who directly or indirectly Controls, is Controlled by, or is under common Control with, that Person.

1.3 “Confidential Material” shall have the meaning set forth in Section 4.1.

1.4 “Consulting Fee” shall mean the annual fee set forth in Section 3.1 hereto.

1.5 “Control” (including, with correlative meanings, the terms “controlling,” “controlled by,” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

1.6 “Person” shall mean an individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, other entity or governmental or other agency or political subdivision thereof.

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1.7 "Services" shall have the meaning set forth in the first preamble.

1.8 "Term" shall have the meaning set forth in Section 2.2 and shall include any extension as set forth therein.

ARTICLE II

Consultancy Engagement

2.1 Engagement. Cyberlux hereby engages Consultant to provide the Services during the Term, and Consultant hereby agrees to perform the Services in accordance with the terms and conditions set forth in this Agreement. Cyberlux acknowledges and agrees that Consultant shall have discretion concerning the location at which the Services shall be performed. Consultant shall take instructions from Mark Schmidt or such other person as may be specified by Cyberlux from time to time.

2.2 Term. The term of this Agreement shall commence on the date hereof and shall continue until terminated by either party upon no less than fifteen (15) days prior written notice or otherwise terminated in accordance with the terms of Article V hereof (the "Term").

2.3 Performance. During the Term, Consultant agrees to take such actions as are reasonably necessary to provide the Services consistent with the engagement as set forth in Section 2.1 hereof. Consultant agrees to carry out its obligations hereunder honestly, equitably, in good faith and in the best interests of Cyberlux and its Affiliates. Consultant further warrants that all Services will be performed in a workmanlike and professional manner.

2.4 Independent Contractor Status. Consultant shall perform the Services under this Agreement as an independent contractor and nothing in this Agreement shall be deemed to create a partnership, joint venture or fiduciary relationship between Cyberlux and Consultant. Consultant shall at all times be an independent contractor and shall not be entitled to any benefits that are currently, or which may, in the future, be made available to employees of Cyberlux, including, without limitation, holiday pay, vacation pay, sick pay, group health insurance, life insurance, stock options, retirement benefits, bonuses, or workers' compensation benefits. Consultant shall not enter into any contracts in the name of Cyberlux or on behalf of Cyberlux or any Affiliate.

ARTICLE III

Remuneration

3.1 Consulting Fee. As consideration for Consultant's performance of the Services, Cyberlux agrees to (i) grant Consultant a total of \$40,000 per annum, commencing with January 1, 2019.

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(ii) Should Cyberlux fail to pay any undisputed amount by the applicable due date (end of 12 month period), such amount would be deemed to have converted into a one year Promissory Note. Consultant shall have the right to charge interest on any undisputed balance at the rate of one percent (1%) per month. (iii) Consultant reserves the right to convert any and all principal and accrued interest into shares of Cyberlux common stock at a price of \$0.0002

3.2 Materials. Consultant shall be responsible for all materials, instruments or equipment (e.g., computer, cell phone) required to perform the Services.

3.3 Reimbursement of Expenses. Cyberlux agrees to reimburse Consultant for any out-of-pocket expenses incurred by Consultant that are incurred in accordance with this provision. All out of pocket expenses must be incurred in accordance with Cyberlux's existing expense policy. Individual expense items in excess of \$100.00 must be approved by Cyberlux prior to being incurred. All expenses must be itemized and documented with receipts. Cyberlux agrees to reimburse Consultant for appropriately incurred expenses within thirty (30) days of their submission to Cyberlux for payment.

ARTICLE IV

Covenants of Consultant

4.1 Nondisclosure of Confidential Material.

(a) In the performance of the Services hereunder, Consultant and its employees may have access to confidential records and information, including, but not limited to, information relating to Cyberlux and its Affiliates and their respective products, procedures, developments, customers, affairs, finances or other secret information (collectively, the "**Confidential Material**"). All such Confidential Material is considered secret and/or will be disclosed to Consultant and its employees in confidence, and Consultant acknowledges that, as a consequence of the consultancy, Consultant may have access to, and become acquainted with, additional Confidential Material. Except in performing its duties hereunder, Consultant shall not (and shall ensure that its employees do not), during the Term and at all times thereafter, directly or indirectly for any reason whatsoever, disclose or use any Confidential Material other than for Cyberlux's purposes.

(b) All records, files, drawings, documents, equipment and other tangible items, wherever located, relating in any way to or containing Confidential Material, shall be and remain Cyberlux's sole and exclusive properties and shall be included in the Confidential Material. Upon termination of this Agreement, or whenever requested by Cyberlux, Consultant shall promptly deliver to Cyberlux any and all of the Confidential Material and copies thereof, that may be in its possession or under its control.

(c) The foregoing restrictions shall not apply if (i) such Confidential Material has been publicly disclosed (not due to a breach by Consultant or its employees of the obligations hereunder or by a breach of any other person of a fiduciary or confidential obligation to Cyberlux), or (ii) Consultant is required to disclose Confidential Material by or to any court of competent jurisdiction or any governmental or quasi-governmental agency, authority or instrumentality of competent jurisdiction.

4.2 Non-solicitation.

Consultant agrees that for a period of one (1) year from any termination of this Agreement, it will not and will ensure that none of its employees, on behalf of Consultant or on behalf of any other person, directly or indirectly, (i) solicit any person that is a customer, client or has or had a contractual relationship with Cyberlux or any Affiliate to discontinue, terminate, cancel or refrain from doing business with Cyberlux or any Affiliate, or in any way interfere with the relationship between such person and Cyberlux or one or more of its Affiliates, or (ii) solicit any person that is an employee or officer of Cyberlux or any Affiliate to terminate employment with such company or in any way interfere with the relationship between such person and such company.

4.3 Enforcement.

(a) If any provision of this Agreement, or application to any person, place or circumstance, shall be held by a court of competent jurisdiction or be found in an arbitration proceeding to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to any person, place and circumstance shall remain in full force and effect. It is the intention of Cyberlux and Consultant that the covenants contained in this Article IV shall be enforced to the extent of the per annum Consulting Fee paid to Consultant (but no greater extent) in time, area and degree of participation as is permitted by the law of the jurisdiction whose law is found to be applicable to the acts allegedly in breach of this Agreement.

(b) The covenants contained in this Article IV are given by Consultant as part of the consideration for this Agreement and as an inducement to Fusion to enter into this Agreement and accept the obligations hereunder.

ARTICLE V

Termination

5.1 Termination of Agreement. This Agreement shall terminate as provided in Section 2.2 hereof

5.2 Obligations of Cyberlux Upon Expiration of the Term or Other Termination. Cyberlux shall pay to Consultant all Accrued Obligations in a lump sum within fifteen (15) days after the date of expiration of the Term or other termination of Consultant's engagement hereunder.

ARTICLE VI

Miscellaneous

6.1 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY ITS AFFILIATES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE HOWSOEVER ARISING FOR LOSS OF REVENUE, PROFIT, GOODWILL, ANTICIPATED SAVINGS, DATA OR OTHER PURE ECONOMIC LOSS OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNATIVE OR CONSEQUENTIAL LOSSES, COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIAGTIONS UNDER OR OTHERWISE RELATING TO THIS AGREEMENT.

6.2 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of Cyberlux and Consultant.

6.3 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed within the continental United States by first class certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to Cyberlux, to:

Cyberlux
2933 South Miami Blvd
Suite124
Durham, NC 27703

(b) If to Consultant, to:

Montague Capital Partners LLC
1601 Springview Lane
Durham, NC 27705

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Any such address may be changed by written notice sent to the other parties at the last recorded address of the parties.

6.4 Ownership of Work Product. All services performed hereunder and work produced by Consultant for Cyberlux shall become the sole property of Cyberlux and all rights, title and interest therein shall automatically vest in Cyberlux, subject to payment of the applicable Consulting Fees hereunder, and shall be deemed to be "work made for hire" and made in the course of the Services rendered hereunder

6.5 No Assignment; No Third Party Beneficiaries. Except as otherwise expressly provided in Section 6.1, this Agreement is not assignable by either party. No payment to be made hereunder shall be subject to alienation, sale, transfer, assignment, pledge, encumbrance or other charge.

6.6 Execution in Counterparts. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

6.7 Jurisdiction and Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of North Carolina. The parties agree to submit any dispute to the exclusive jurisdiction of the courts of North Carolina.

6.8 Entire Agreement; Amendment. This Agreement embodies the entire understanding of the parties hereto, and supersedes all other oral or written agreements or understandings among them, regarding the subject matter hereof. No change, alteration or modification hereof may be made except in writing, signed by both of the parties hereto.

6.9 Headings. The headings in this Agreement are for convenience of reference only and shall not be construed as part of this Agreement or to limit or otherwise affect the meaning hereof.

6.10 Survival. Notwithstanding anything to the contrary herein, Article IV, Section 5.2 and Article VI of this Agreement shall survive termination of this Agreement for any reason whatsoever.

[Remainder of page left intentionally blank]

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

CYBERLUX CORPORATION

By: 
Name: Mark Schmidt
Title: CEO

MONTAGUE CAPITAL PARTNERS LLC

By: 
Name: Denis Kalenja
Title: Managing Member

Schedule 1

Consultant agrees to provide the following services:

- assist Cyberlux with identification of acquisition targets and strategic business management advice regarding completion of such acquisitions;
- assist with identification of business development opportunities revolving Cyberlux's portfolio of products and services; and
- such other services as Cyberlux may reasonably request of Consultant.

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Exhibit B

AMENDED AND RESTATED
CONSULTING AGREEMENT

This Amended and Restated Consulting Agreement (this “**Agreement**”) is made and entered into effective as of the first day of January, 2023 (the “**Effective Date**”), between Cyberlux Corporation, a corporation formed under the laws of the State of Nevada (the “**Company**”) with an address at 800 Park Offices Drive, Suite 3209, Research Triangle Park, NC 27709, and Montague Capital Partners LLC, a limited liability company formed under the laws of the State of North Carolina (“**Consultant**”, and together with the Company, the “**Parties**”, and individually, a “**Party**”) with an address at 101 Glen Lennox Dr., Suite 300, Chapel Hill, NC 27517.

WITNESSETH

WHEREAS, the Parties entered into that certain Consulting Agreement effective as of January 1, 2019 (the “**Existing Agreement**”) pursuant to which Cyberlux retained Consultant to provide the services specified in Schedule 1 thereto, and Consultant performed such services;

WHEREAS, the Parties desire to continue the provision and receipt of services pursuant to amended and restated terms and conditions, and therefore desire to amend and restate the Existing Agreement in its entirety;

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and each intending to be legally bound, hereby mutually covenant and agree as follows:

1. SERVICES.

1.1 Cyberlux hereby engages Consultant, and Consultant hereby accept such engagement, as an independent contractor to provide certain services to Cyberlux on the terms and conditions set forth in this Agreement.

1.2 Consultant shall provide to Cyberlux the services set forth in Schedule 1 (the “**Services**”) in a workmanlike and professional manner, and in good faith as Consultant reasonably believes to be in the best interests of Cyberlux. The Parties agree that Consultant shall take instructions as to the scope of Services as may be agreed between Denis Kalenja and Mark Schmidt or such other person(s) as may be specified by Cyberlux from time to time.

1.3 Cyberlux does not and shall not control or direct the manner or means by which Consultant or Consultant’s officers, employees or contractors perform the Services, including but not limited to the time or place Consultant performs the Services.

1.4 Cyberlux shall provide Consultant with access to its premises, materials, information and systems to the extent reasonably necessary for the performance of the Services. Unless otherwise specified in Schedule 1, Consultant shall furnish, at Consultant's own expense, the materials, equipment (e.g. computer, cell phone), and other resources necessary to perform the Services.

1.5 Consultant shall comply in all reasonable respects with all third-party access rules and procedures communicated to Consultant in writing by Cyberlux, including those related to safety, security, and confidentiality.

2. TERM. Other than as expressly set forth herein in respect of provisions of this Agreement which relate to services provided under the Existing Agreement, the term of this Agreement shall commence as of the date set forth above and shall continue for a period of three years or until earlier terminated by either party hereto upon no less than fifteen (15) days' prior written notice in accordance with Section 10 (the "**Term**"). Any extension of the Term will be subject to mutual written agreement between Consultant and Cyberlux.

3. FEES AND EXPENSES.

3.1 The Parties agree and acknowledge that \$250,000.00 of fees remain outstanding and payable by Cyberlux to Consultant under the Existing Agreement. The Parties agree and acknowledge that \$125,000.00 of such amount has been due and owing in excess of one year, and therefore, in accordance with the terms of the Existing Agreement, Consultant has a right, at any time, to require a promissory note be made by Cyberlux payable to Consultant, on, and subject to the terms contemplated by the Existing Agreement. In accordance with the terms of the Existing Agreement, Consultant may require that Cyberlux make a promissory note for the remaining \$125,000.00 outstanding under the Existing Agreement upon the terms contemplated thereby from December 31, 2023. Cyberlux shall inform Consultant no less than 10 business days prior to entering into any indebtedness which would by its terms be superior in right of payment to, or *ranked pari passu* with the promissory notes that Consultant may require be issued pursuant to this Section 3.1. If, within five business days of such notice, Consultant elects to require Cyberlux to issue a promissory note under this Section 3.1, (a) Cyberlux shall issue such promissory note(s) to Consultant prior to entering into the indebtedness as to which Cyberlux is required to provide notice hereunder, and (b) Cyberlux shall cause to be filed in favor of Consultant a UCC Financing Statement in respect of its obligations to Consultant. For the avoidance of doubt, attached hereto as Exhibit A, is the form of promissory note Cyberlux agrees to issue and make in the above amounts upon demand therefor by Consultant. In furtherance of the recognition of the aggregate amount overdue and owing under the Existing Agreement, Cyberlux agrees to execute an Affidavit of Confession of Judgement substantially in the form attached hereto as Exhibit B and cause to be filed a UCC Financing Statement in respect of the obligations evidenced by such promissory note.

3.2 As base compensation for the Services and the rights granted to Cyberlux in this Agreement, Cyberlux shall pay Consultant a fixed fee of \$250,000.00 (the "**Fees**") per annum, payable in equal monthly installments on the first business day of each month, commencing January 3, 2023. Consultant acknowledges that Consultant will receive an IRS

Form 1099-NEC from Cyberlux, and that Consultant shall be solely responsible for all federal, state, and local taxes, as set out in Section 4.2.

3.3

(a) In addition to the Fees, Consultant shall be entitled to receive two percent (2%), with the exception of any Ukraine-related commercial contracts for which the Consultant shall be entitled to five percent (5%), of the gross amounts payable to Cyberlux (the “**Commission**”) under commercial contracts sourced by Consultant, including, without limitation, the proceeds of joint ventures, licenses and software as service agreements (collectively, the “**Commissionable Contracts**”). Commissionable Contracts, including designated lines of business, work orders, and similar in effect on the date hereof are listed on Schedule 2 hereto. From time to time, Consultant shall provide Cyberlux with names of persons (entities or natural persons) with whom Consultant reasonably believes Cyberlux could enter into a commercially beneficial contract and/or work orders sourced by or through Consultant. Unless otherwise directed by Cyberlux, Consultant shall pursue a commercial relationship with such persons for the benefit of Cyberlux. If and when Cyberlux enters into a commercial relationship with any such person, such commercial relationship, together with all related work orders, shall be deemed a Commissionable Contract hereunder. During the term hereof, and for two years after the termination of the provision of Services under this Agreement, Cyberlux will, within the first five (5) business days of each month provide Consultant with a statement of all payments made under Commissionable Contracts in the prior month, together with payment of the Commission in respect thereof. Consultant shall have the absolute right to sub-contract the establishment of commercial relationships, and the sourcing of work orders to be covered by this Section 3.3. and Consultant may split any Commission payable pursuant to this Section 3.3 with any one or more such persons. At the reasonable request of the Consultant, Cyberlux shall seek to make payments of such split Commissions directly to such persons, as may be requested from time to time by Consultant.

(b) Cyberlux agrees and acknowledges that Consultant or an affiliate of Consultant may have a pre-existing relationship with one or more parties with whom Cyberlux enters into a Commissionable Contract, including without limitation an ownership interest in a counterparty to Cyberlux. Such pre-existing relationship may cause a conflict of interest between Consultant and Cyberlux in respect of any Commissionable Contract. In addition, Cyberlux may be required to disclose such a Commissionable Contract as a “related party transaction,” and may have internal procedures in respect of “related party transactions.” Commissions (and Fees and expenses (pursuant to Section 3.4)) shall be payable hereunder despite any interest Consultant may have in Cyberlux’s counterparty to any such Commissionable Contract.

(c) For so long as Commissions are payable pursuant to this Section 3.3 and for a period of two years thereafter, Consultant shall have access to the books and records of Cyberlux in respect of all Commissionable Contracts in order to review and

confirm the amounts payable as Commission. In respect of any underpayment of Commission, Cyberlux will pay interest on such underpayment at a rate of one percent (1%) per month; provided that if any payment in respect of any Commissionable Contract is underpaid by an amount in excess of ten percent (10%) of the amount payable thereunder in any month, the Parties agree that such underpayment represents willful misconduct or gross negligence on the part of Cyberlux, and must be cured within ten (10) business days with an additional payment premium of an amount equal to ten (10) percent of the underpayment amount. If at any time, either Party determines that Cyberlux has overpaid any Commission, Consultant shall promptly repay the amount of such overpayment to Cyberlux, or, at the option of Cyberlux, Cyberlux may offset the amount of such overpayment against the payment of future Commissions. If the Parties are in disagreement as to the existence of an underpayment or overpayment of Commission, they shall use good faith efforts to settle their disagreement regarding such amount. If despite their efforts, they are unable to reach agreement regarding the amount of any overpayment or underpayment, they shall mutually engage an independent accountant to review the applicable records of Cyberlux. The determination of such accountant as to such overpayment or underpayment shall be final and binding on the Parties. If the amount of a disputed underpayment is greater than 50% of the amount of the underpayment claimed by Consultant, Cyberlux shall bear the cost of the independent accountant. Otherwise the Parties shall equally bear the cost of the accountant in determining the amount of underpayment. If the amount of a disputed overpayment is less than 50% of the amount of the overpayment claimed by Cyberlux, Cyberlux shall bear the cost of the independent accountant. Otherwise, the Parties shall equally bear the cost of the accountant in determining the amount of overpayment.

3.4 Cyberlux agrees to reimburse Consultant for any out-of-pocket expenses incurred by Consultant in compliance with Cyberlux's existing expense policy (as applicable to executive officers of Cyberlux). Notwithstanding any contrary provision of such policy Consultant understands and agrees that it shall be required to (a) provide itemized expense reimbursement requests together with copies of all receipts, and (b) obtain the written consent of Cyberlux prior to incurring any individual expense in excess of \$100.00. Consultant understands and agrees that failure to comply with the provisions of this Section 3.4 in respect of any expense may result in non-reimbursement of such expense. Cyberlux will reimburse Consultant for all expenses incurred in compliance with this Section 3.4 within 30 days of submission of the applicable reimbursement request.

3.5 Consultant shall have the right to charge interest on any unpaid Fees, Commission and expenses at the rate of one percent (1.0%) per month, commencing 15 days after the due date thereof, subject to the additional amount in respect of underpaid Commission set forth in Section 3.3 above. At the election of Consultant, Cyberlux will at the end of any calendar year for which amounts payable remain outstanding, provide a promissory note in favor of Consultant (or Consultant's designee(s)), substantially in the form of Exhibit A hereto, and providing, among other things, for (a) a one-year term, (b) interest thereon at a rate of 1% per month, compounded monthly, and (c) conversion of principal and interest thereon, at the election of Consultant (or Consultant's designee(s)) into common stock of Cyberlux, subject to adjustment, at the closing price per common share as

quoted by OTC Markets Group Inc. (or such other market or exchange on which the common stock may be listed or quoted from time to time) on the trading day immediately prior to the issuance of such promissory note.

4. RELATIONSHIP OF THE PARTIES.

4.1 Consultant are an independent contractor of Cyberlux, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Consultant and Cyberlux for any purpose. Consultant have no authority (and shall not hold Consultant out as having authority) to bind Cyberlux and Consultant shall not make any agreements or representations on Cyberlux's behalf without Cyberlux's prior written consent.

4.2 Without limiting Section 4.1, Consultant will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Cyberlux to its employees, and Cyberlux will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on Consultant's behalf. Consultant shall be responsible for, and shall indemnify Cyberlux against, all such taxes or contributions, including penalties and interest.

5. INTELLECTUAL PROPERTY RIGHTS.

5.1 All results and proceeds of the Services performed under this Agreement including any deliverables hereunder, shall be owned exclusively by Cyberlux. Consultant acknowledges and agrees that any and all work product that may qualify as "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) (the "**Work Product**") is hereby deemed "work made for hire" for Cyberlux and all copyrights therein shall automatically and immediately vest in Cyberlux. To the extent that any Work Product does not constitute "work made for hire," Consultant hereby irrevocably assigns to Cyberlux and its successors and assigns, for no additional consideration, Consultant's entire right, title, and interest in and to such Work Product and all intellectual property rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof.

5.2 To the extent any copyrights are assigned under this Section 5, Consultant hereby irrevocably waives in favor of Cyberlux, to the extent permitted by applicable law, any and all claims Consultant may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all Work Product to which the assigned copyrights apply.]

5.3 Consultant shall make full and prompt written disclosure to Cyberlux of any inventions or processes, as such terms are defined in 35 U.S.C. § 100, that constitute Work Product, whether or not such inventions or processes are patentable or protected as trade secrets.

5.4 Upon the reasonable request of Cyberlux, during and after the Term, Consultant shall, at the expense of Cyberlux, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, and provide such further cooperation, as may be reasonably necessary to assist Cyberlux to apply for, prosecute, register, maintain, perfect, record, or enforce its rights in any Work Product and all intellectual property rights therein.

5.5 Notwithstanding Section 5.1, to the extent that any of Consultant's pre-existing materials are incorporated in or combined with any deliverable hereunder, Consultant hereby grants to Cyberlux an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, make, have made, sell, offer to sell, import, and otherwise exploit such preexisting materials and derivative works thereof.

5.6 As between Consultant and Cyberlux, Cyberlux is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to Consultant by Cyberlux ("**Company Materials**"), and all intellectual property rights therein. Consultant has no right or license to reproduce or use any Company Materials except solely during the Term to the extent reasonably necessary to perform Consultant's obligations under this Agreement. All other rights in and to Company Materials are expressly reserved by Cyberlux. Consultant have no right or license to use Cyberlux's trademarks, service marks, trade names, logos, symbols, or brand names, other than in connection with the provision of Services hereunder, including the marketing of Cyberlux's products or services in respect of Commissionable Contracts or work orders. Notwithstanding any other provision hereof, Consultant may sub-license such limited use of Cyberlux's trademarks, service marks, trade names, logos, symbols, and brand names, on a royalty free, non-sublicensable basis to its permitted sub-contractors.

6. CONFIDENTIALITY.

6.1 Consultant acknowledges that Consultant will have, and has had pursuant to the Existing Agreement, access to information that is treated as confidential and proprietary by Cyberlux including without limitation, trade secrets, technology, and information pertaining to business operations and strategies, of Cyberlux and its affiliates, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Any Confidential Information that Consultant access or develop in connection with the Services, including but not limited to any Work Product, shall be subject to the terms and conditions of this clause. Consultant agree to treat all Confidential Information as confidential, not to disclose Confidential Information or permit

it to be disclosed, in whole or part, to any third party without the prior consent of Cyberlux, and not to use any Confidential Information for any purpose except as may be reasonably required in the performance of the Services. Consultant shall notify Cyberlux promptly, but in any event within two business days in the event Consultant becomes aware of any loss or disclosure of any Confidential Information.

6.2 Confidential Information shall not include information that:

(a) is or becomes generally available to the public other than through Consultant's breach of this Agreement; or

(b) is communicated to Consultant by a third party that to the knowledge of Consultant had no confidentiality obligations with respect to such information.

6.3 Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Consultant agrees to provide written notice of any such order to an authorized officer of Cyberlux within two business days of receiving such order, unless prohibited by applicable law (including such order) in order to permit Cyberlux to contest the order or seek confidentiality protections, as determined in Cyberlux's sole discretion.

6.4 Notice of Immunity Under the Defend Trade Secrets Act of 2016 ("DTSA"). Notwithstanding any other provision of this Agreement:

(a) Consultant will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:

(i) is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or

(ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(b) If Consultant files a lawsuit for retaliation by Cyberlux for reporting a suspected violation of law, Consultant may disclose Cyberlux's trade secrets to Consultant's attorney and use the trade secret information in the court proceeding if Consultant:

(i) Files any document containing the trade secret under seal; and

(ii) does not disclose the trade secret, except pursuant to court order.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Consultant represents and warrants to Cyberlux that:

(a) Consultant has the right to enter into this Agreement, to grant the rights granted herein, and to perform all of Consultant's obligations in this Agreement;

(b) Consultant's entering into this Agreement with Cyberlux and Consultant's performance of the Services (i) does not and will not conflict with or result in any breach or default under any of Consultant's constitutional documents, or (ii) conflict with or result in a breach or default under any (A) instrument of indebtedness of Consultant, or (B) any material agreement by which Consultant or its assets are bound;

(c) Consultant has the required skill, experience, and qualifications to perform the Services, Consultant shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and Consultant shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

(d) Consultant shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services, unless non-compliance therewith is not reasonably expected to have a material impact on Consultant's ability to perform the Services as required hereby; and

(e) all Work Product to the best of Consultant's knowledge, does not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

7.2 Cyberlux hereby represents and warrants to Consultant that:

(a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;

(b) Cyberlux's entering into this Agreement with Consultant and Cyberlux's performance of its obligations hereunder (i) does not and will not conflict with or result in any breach or default under any of Cyberlux's constitutional documents, or (ii) conflict with or result in a breach or default under any (A) instrument of indebtedness of Consultant, or (B) any material agreement by which Consultant or its assets are bound;

(c) Cyberlux shall perform its obligations hereunder in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform its obligations, unless non-compliance therewith is not reasonably expected to have a material impact on Cyberlux's ability to perform its obligations; and

(d) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate action.

8. INDEMNIFICATION AND ADVANCEMENT.

8.1 Cyberlux shall defend, indemnify, and hold harmless Consultant and its affiliates and their officers, directors, employees, agents, successors, and assigns (collectively, “**Consultant Indemnitees**”) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys’ fees, collectively “**Costs**”) to the greatest extent permitted by the laws of the State of Nevada arising out of or resulting from:

(a) bodily injury, death of any person, damage to real or tangible personal property, or any other cost imposed on any Consultant Indemnitee resulting directly or indirectly in whole or in part from Cyberlux’s actual or alleged acts or omissions; or

(b) breach of any representation, warranty, or obligation under this Agreement or the Existing Agreement; or

(c) any action brought against, or inquiry made of, Cyberlux (whether in connection with the Existing Agreement, this Agreement or otherwise) or Consultant (in connection with the Existing Agreement, this Agreement or otherwise relating to any Consultant Indemnitee’s services to or relationship with Cyberlux), whether or not any Consultant Indemnitee, is named (as a co-defendant or otherwise), or is required to provide testimony.

For the avoidance of doubt, the indemnification provided pursuant to this Section 8.1 shall relate to any and all matters whether known or unknown to either Party on the date hereof, whether choate or inchoate, whether threatened or not on the date hereof, and whether arising prior to, on, or after the date hereof.

8.2 In connection with indemnification pursuant to Section 8.1, Cyberlux Indemnitees will be entitled to retain counsel of their own choosing (and separate counsel for each Cyberlux Indemnitee to the extent such Cyberlux Indemnitees may have separate defenses or actual or potential conflicts of interests such that they cannot reasonably be expected to be represented by a single firm or counsel). In connection with its indemnification obligations under Section 8.3, Cyberlux will advance all expenses to the greatest extent permitted by the laws of the State of Nevada. In furtherance thereof, at any time that indemnification may be sought under Section 8.1 or the coverage of Costs under this Section 8.2, in addition to the reimbursement of Costs, as incurred (within five business days of invoice therefor), including, without limitation, the advance payment of any retainer amount reasonably requested by counsel to Consultant Indemnitees (or any of them), Cyberlux shall deposit with counsel to Consultant Indemnitee, to hold in escrow, an amount reasonably anticipated by such counsel to reflect the aggregate amount of Costs in connection with such indemnifiable matter. In addition, each Cyberlux Indemnitee shall be

compensated at such Consultant Indemnatee's normal hourly rate for the time reasonably required for such Consultant Indemnatee to provide testimony, assert a defense or otherwise participate in an action in respect of which indemnification is required pursuant to Section 8.3, which amount shall be payable promptly upon invoice therefor. If any amount payable under Section 8.3 or this Section 8.4 is not paid when due and payable hereunder, counsel to such Consultant Indemnatee is hereby permitted in such counsel's reasonable discretion to release amounts from escrow to the applicable Consultant Indemnatee(s).

9. NON-SOLICITATION.

9.1 Consultant agrees that during the term of this Agreement, and for a period of one (1) year after the termination hereof, without the prior consent of Cyberlux, Consultant will not, and will ensure that its employees do not, on behalf of Consultant or any other person, directly or indirectly, (a) solicit any person that is a customer, client or has or had within the 90-day period prior thereto a contractual relationship with Cyberlux or any of its subsidiaries to discontinue, terminate, cancel or refrain from doing business with Cyberlux or any of its subsidiaries, or in any way interfere with the relationship between such person and Cyberlux or any of its subsidiaries, or (ii) solicit any person that is then an officer or employee of Cyberlux or any of its subsidiaries to terminate employment with such company or in any way interfere with the relationship between such person and such company.

10. TERMINATION.

10.1 Either Party may terminate this Agreement without cause upon 15 days' written notice to the other Party. In the event of termination pursuant to this Section 10.1, Consultant shall retain any monthly Fee theretofore paid by Cyberlux. In addition,

(a) if this Agreement is terminated by Cyberlux prior to the third (3d) anniversary of the Effective Date, Cyberlux shall pay Consultant an amount equal to the greater of (i) the average monthly amount payable hereunder and under the Existing Agreement during the twelve (12) month period immediately preceding such termination multiplied by the number of months between the date of such termination and the third (3rd) anniversary of the Effective Date, and (ii) twenty thousand dollars (\$20,000.00) multiplied by the number of months between the date of such termination and the third (3rd) anniversary of the Effective Date.

(b) Expense reimbursement shall be due and payable by Cyberlux upon presentment of an expense reimbursement request complying with the requirements of Section 3.5; for Costs pursuant to Section 8, and as set forth above.

(c) Commissions shall continue to be payable in respect of Commissionable Contracts for the greater of (i) a period of two (2) years following a

termination pursuant to the first sentence of this Section 10.1 and (ii) through the third (3d) anniversary of the Effective Date.

10.2 Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other party does not cure such breach within ten (10) days after receipt of written notice of such breach. If Cyberlux is the breaching party, then Cyberlux shall be obliged to pay the amounts set forth in Section 10.1 above, and such other damages as may be applicable in connection with such breach. If Consultant is the breaching party, Cyberlux shall be obliged to pay the amounts set forth in Section 10.1(b) and (c) above. If the Parties do not agree as to the existence or materiality of a breach or who breached the Agreement, or if there is a sequence of alleged breaches cannot agree as to the appropriate payments to Consultant in respect thereof, the existence of any such breach, and the payment obligations under this Section 10.2, shall be determined by a court of competent jurisdiction pursuant to Section 13.

10.3 Upon expiration or termination of this Agreement for any reason, or at any other time upon Cyberlux's written request, Consultant shall promptly, and in any event within five (5) business days after such expiration, termination or request:

(a) deliver to Cyberlux all deliverables (whether complete or incomplete) and all materials, equipment, and other property provided for Consultant's use by Cyberlux;

(b) deliver to Cyberlux all tangible documents and other media, including any; copies, containing, reflecting, incorporating, or based on the Confidential Information; provided that any copies, containing, reflecting, incorporating, or based on the Confidential Information included in Consultant's back-up systems may remain in such systems;

(c) permanently erase all of the Confidential Information from Consultant's computer systems; provided that any materials reasonably anticipated to be required in connection with litigation regarding a breach of this Agreement or other litigation, arbitration, or government process may be maintained for such purposes, and any copies, containing, reflecting, incorporating, or based on the Confidential Information included in Consultant's back-up systems may remain in such systems; and

(d) certify in writing to Cyberlux that Consultant have complied with the requirements of this clause.

10.4 The terms and conditions of this Section, Section 3.3, Section 4, Section 5, Section 6, Section 7, Section 8, Section 10.1, Section 10.2, Section 10.3, Section 11, Section 12, Section 13, and Section 14 shall survive the expiration or termination of this Agreement.

11. ASSIGNMENT. Neither Party shall assign any rights, or delegate any obligations, under this Agreement without the other Party's prior written consent. Subcontracting by the Consultant shall not be deemed an assignment, for so long as Consultant remains responsible for the Services provided hereunder whether directly by Consultant, or by a sub-contractor. Any assignment in violation of the foregoing shall be deemed null and void. No payment to be made hereunder shall be subject to alienation, sale, transfer, assignment, pledge, encumbrance or other charge. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.

12. REMEDIES. In the event Consultant breaches or threatens to breach Section 6 or Section 9, Consultant hereby acknowledges and agrees that money damages would not afford an adequate remedy and that Cyberlux shall be entitled to seek a temporary or permanent injunction or other equitable relief restraining such breach or threatened breach from any court of competent jurisdiction without the necessity of showing any actual damages. Any equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

13. GOVERNING LAW, JURISDICTION, AND VENUE. Except as expressly otherwise set forth herein, this Agreement and all related documents and all matters arising out of or relating to this Agreement and the Services provided hereunder, whether sounding in contract, tort, or statute for all purposes shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any conflict of laws principles that would cause the laws of any jurisdiction other than those of the State of North Carolina to apply. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state or federal court located in the State of North Carolina. The Parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

14. MISCELLANEOUS.

14.1 All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of receipt), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice or (b) the Party giving the Notice has received evidence of receipt (e.g. electronic confirmation, courier notice of delivery, or return receipt).

14.2 This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and, except as expressly reflected herein in respect of the Existing Agreement, supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

14.3 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.

14.4 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.5 This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement with the signatures of their duly authorized representatives, effective as of the date first written above.

CYBERLUX CORPORATION

By: 
Name: Mark Schmidt
Title: CEO

ACCEPTED AND AGREED:

MONTAGUE CAPITAL PARTNERS LLC

By: 
Name: Denis Kalenja
Title: Managing Member

SCHEDULE 1

Consultant agrees to provide the following Services:

- Assist Cyberlux with identification of acquisition targets and provision of strategic business management advice regarding completion of such acquisitions;
- Assist with identification of business development opportunities involving Cyberlux's portfolio of products and services; and
- Such other services as Cyberlux may reasonably request of Consultant.

SCHEDULE 2

The following are Commissionable Contracts and/or work orders in effect as of January 1, 2023.

- That certain line of business related to the sale of tactical drones from time to time for use by the Ministry of Defense of Ukraine, including without limitation, Order no. 220/9169 dated September 21, 2022 for 1,000 tactical drones type FlightEye KOA031831, plus training, service and maintenance for use by Ministry of Defense of Ukraine.

Exhibit C

MEMORANDUM

From: Mark Schmidt

To: Denis Kalenja

Re: Other Services under the Consulting Agreement

Reference is made to that certain Amended and Restated Consulting Agreement effective as of January 1, 2023 by and between Cyberlux Corporation and Montague Capital Partners LLC (the "Agreement"). Words used with initial capitalization in this Memorandum shall have the respective meanings assigned thereto in the Agreement.

The Agreement provides in Schedule 1, that the Consultant may perform other services as may be reasonably requested by Cyberlux. Cyberlux previously requested that the Consultant perform the following additional Services, and Consultant consented thereto on the terms set forth below. The Parties are hereby entering this memorandum to memorialize such agreement.

- Due diligence and negotiations in respect of the acquisition by Cyberlux of Datron World Communications, Inc. ("Datron"). \$600,000 flat fee in respect thereof.

The Parties also desire to acknowledge that the acquisition by Cyberlux of Datron expands the product offerings available to Cyberlux, and acknowledge and agree that Datron products shall be subject to the same commission schedule as existing Cyberlux products under the Agreement.

The Agreement cited in Schedule 2, that certain Order no. 220/9169 dated September 21, 2022 for 1,000 tactical drones type FlightEye KOA031831. The Parties desire to memorialize that such order was subsequently increased to 2,000 units, as to which 5% commission is payable pursuant to the Agreement.

The Parties have signed this Memorandum intending its terms to be (and have been effective) from January 5, 2023.

DocuSigned by:

Mark Schmidt

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Mark Schmidt

01.05.2023

Date

DocuSigned by:

Denis Kalenja

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Denis Kalenja

01.05.2023

Date