

Exhibit A

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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
Suite 124
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]

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

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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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