

Exhibit B

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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 Indemnitee's normal hourly rate for the time reasonably required for such Consultant Indemnitee 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 Indemnitee is hereby permitted in such counsel's reasonable discretion to release amounts from escrow to the applicable Consultant Indemnitee(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 presentation 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.

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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: Mark D. Schmidt
Name: Mark Schmidt
Title: CEO

ACCEPTED AND AGREED:

MONTAGUE CAPITAL PARTNERS LLC

By: [Signature]
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 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.

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