

# **EXHIBIT 1**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

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HII MISSION TECHNOLOGIES  
CORP.,

Plaintiff

Case No. 3:25-cv-00483-JAG

v.

CYBERLUX CORP., et. al.,

Defendants.

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**COMPLAINT IN INTERVENTION OF MR. BILAL MAADARANI**

COMES NOW, Mr. Bilal Maadarani, interpleader defendant/claimant, through his undersigned counsel and states the following:

1. Mr. Maadarani asserts through this complaint his interest in the funds that plaintiff, HII Mission Technologies Corp. (“HII”) has interpleaded in this case. Cyberlux Corporation (“Cyberlux”) agreed to pay Mr. Maadarani’s salary, expenses, and commissions from his work on the HII subcontract for K8 drones directly from the payment that HII has deposited with the court. Mr. Maadarani has an interest in the interpleaded funds and seeks a judgment and payment in satisfaction of that interest.

**PARTIES**

2. Claimant, Mr. Maadarani, is a shareholder of Cyberlux and its former Chief Revenue Officer. He is a resident of the state of Michigan.

3. Upon information and belief, the allegations regarding the parties as set forth in paragraphs 3 through 11 of HII's first amended complaint for interpleader accurately describes the parties named in the amended complaint.

### **JURISDICTION AND VENUE**

4. Mr. Maadarani accepts the allegations regarding jurisdiction and venue set forth in paragraphs 12 through 16 of HII's amended complaint.

### **STATEMENT OF FACTS**

5. Mr. Maadarani is a shareholder of Cyberlux and its former Chief Revenue Officer.

6. Cyberlux purchased Datron World Communications, Inc. ("Datron") and has been using the Datron name since said purchase.

7. Cyberlux officers use the monikers Datron and Cyberlux interchangeably.

8. Mr. Mark Schmidt is the CEO of Cyberlux and Datron.

9. On October 8, 2023, Datron, through Mr. Schmidt, entered into a valid and enforceable contract with Mr. Maadarani (exhibit A) for salary, commissions and expenses. Mr. Maadarani was hired for his unique knowledge and abilities.

10. Mr. Maadarani's expertise allowed Cyberlux to fulfill the subcontract with HII Mission Technologies Corp. (HII).

11. Mr. Maadarani did pursuant to the contract provide services and helped secure the fulfillment of the subcontract that Cyberlux has with HII.

12. Mr. Maadarani did fulfil his obligations pursuant to the contract but Cyberlux d/b/a Datron did not.

13. All conditions precedent have been performed or have occurred.
14. Cyberlux d/b/a Datron did breach the contract with Mr. Maadarani.
15. Mr. Maadarani did suffer direct damages in the amount of \$1,062,576.98.
16. On July 2, 2025, Cyberlux's CEO, Mr. Schmidt, emailed Mr. Maadarani admitting that Mr. Maadarani was owed monies including commissions for his work on the HII contract, and that said monies should be paid from the monies that HII owed to Cyberlux (exhibit B).
17. Mr. Maadarani also owns three million (3,000,000.00) series B Cyberlux shares (exhibit C). Series B shares equal two hundred (200) shares of common stock.
18. Mr. Schmidt refuses to direct Cyberlux's transfer company, Standard Registrar and Transfer Company, to give Mr. Maadarani access to his shares.
19. Cyberlux is a publicly traded corporation with ticker symbol "CYBL".
20. Mr. Schmidt has fiduciary duties to Mr. Maadarani.
21. Mr. Schmidt actions and omissions have resulted in breaches of his fiduciary duties to Mr. Maadarani.

### **CAUSES OF ACTION**

#### **COUNT ONE: JUDGMENT IN INTERPLEADER PURSUANT TO 28 U.S.C. § 1335 AND 28 U.S.C. § 2361**

22. Mr. Maadarani incorporates all of the previous paragraphs 1 – 21 as if set forth fully herein.
23. Pursuant to 28 U.S.C. § 1335 AND 28 U.S.C. § 2361, the court has authority to enter judgment distributing the interpleaded funds as justice so demands.
24. Mr. Maadarani is entitled to a judgment directing that pursuant to Cyberlux d/b/a

Datron's contract with Mr. Maadarani, the court pay to Mr. Maadarani \$1,062,576.98.

WHEREFORE, Mr. Maadarani seeks judgment against Cyberlux and an order for payment of \$1,062,576.98.

**COUNT TWO: BREACH OF CONTRACT**

25. Mr. Maadarani incorporates all of the previous paragraphs 1 – 21 as if set forth fully herein.

26. Mr. Maadarani and Cyberlux d/b/a Datron have a valid and enforceable contract.

27. Cyberlux CEO, Mr. Schmidt, signed the contract for Cyberlux d/b/a Datron.

28. Mr. Schmidt sent an email to Mr. Maadarani admitting Cyberlux owed Mr. Maadarani from the monies deposited by HII.

29. Cyberlux d/b/a Datron did breach the contract.

30. Mr. Maadarani did perform all his duties under the contract.

31. Mr. Maadarani reasonably relied on Mr. Schmidt's promises that Mr. Maadarani would be compensated from the monies deposited by HII.

32. Mr. Maadarani sued Datron in California for breach of contract and other causes of action, and Datron did default.

33. Pursuant to California law, Cyberlux d/b/a Datron also owes Mr. Maadarani his attorney's fees for having to litigate the breach of contract claims.

34. Mr. Maadarani did suffer damages due to Cyberlux d/b/a Datron's default.

WHEREFORE, Mr. Maadarani seeks judgment against Cyberlux and an order for payment of \$1,062,576.98 and attorney's fees.

### **COUNT THREE: BREACH OF FIDUCIARY DUTY**

35. Mr. Maadarani incorporates all of the previous paragraphs 1 – 21 as if set forth fully herein.

36. Mr. Schmidt owes fiduciary duties to Mr. Maadarani.

37. Mr. Schmidt fiduciary duties to Mr. Maadarani include the duty of loyalty and duty of care.

38. Mr. Schmidt breached his fiduciary duties in part by refusing to direct Standard Registrar and Transfer Company to allow Mr. Maadarani access to his three million shares of series B stock in Cyberlux.

39. Mr. Schmidt's breach has caused Mr. Maadarani to suffer ongoing damages.

WHEREFORE, Mr. Maadarani seeks an order of specific performance against Cyberlux directing it to give Mr. Maadarani full access to all of his equity in Cyberlux.

### **PRAYER FOR RELIEF**

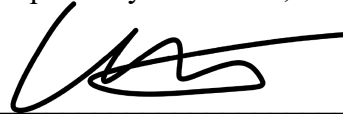
**WHEREFORE**, Mr. Maadarani respectfully requests the following relief:

- A. A judgment directing that \$1,062,576.98, plus applicable interest, and attorney's fees, be paid out of the interpleaded funds to Mr. Maadarani.

- B. A judgment for specific performance directing Cyberlux to allow Mr. Maadarani full access, including authority to sell, to his three million series B shares of Cyberlux.
- C. Such other relief as the court deems just and reasonable.

Dated: April 9, 2026  
Pinellas County

Respectfully Submitted,



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**CERTIFICATE OF SERVICE**

I hereby certify that on this 9<sup>th</sup> day of April, 2026, a true and correct copy of the foregoing was served via CM/ECF, upon all counsel of record.



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# EXHIBIT A

## Employment Agreement

This Employment Agreement (the “**Agreement**”) is made and entered into as of October 8, 2023, by and between Bilal Maadarani (the “**Executive**”) resident at [REDACTED], and Datron World Communications, Inc., a corporation organized under the laws of the State of California, with an address at 995 Joshua Way, Suite A, Vista, California 92081 (the “**Company**”, and together with affiliates of the Company, the “**Company Group**”).

WHEREAS, the Executive has been an employee of the Company and the Company desires to continue to employ the Executive on the terms and conditions set forth herein; and

WHEREAS, the Executive desires to be employed by the Company and provide services to the Company Group on such terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, the parties agree as follows:

1. Term. Subject to Section 5 of this Agreement, the Executive’s initial term of employment hereunder shall be from the period beginning on October 8, 2023 (the “**Effective Date**”); provided that for all purposes where tenure with the Company is considered, the Executive shall be deemed to have been in the continuous employ of the Company since August 18, 2008. Unless earlier terminated as provided herein, Executive’s initial employment term will be for a period of two (2) years (the “**Initial Term**”); and thereafter the Agreement shall be deemed to be automatically extended, upon the same terms and conditions, for successive periods of one year, unless either party provides written notice of its intention not to extend the term at least 30 days prior to any anniversary of the Effective Date falling on or after the second anniversary of the Effective Date. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the “**Employment Term**.”

2. Position and Duties.

2.1 Position. During the Employment Term, the Executive shall serve as the Chief Revenue Officer of the Company Group, reporting to the Chief Executive Officer (the “**CEO**”) of the Company’s parent company, Cyberlux Corporation, a corporation organized under the laws of the State of Nevada, with an address at 800 Park Offices Drive, Suite 3209, Research Triangle Park, NC 27709 (“**Cyberlux**”). In such position, the Executive shall have such duties, authority, and responsibilities at the Company Group as are established from time to time by the CEO, consistent with the Executive’s position.

2.2 Duties. During the Employment Term, the Executive shall devote all of the Executive’s business time and attention to the performance of the Executive’s duties hereunder and will not engage in any other business, profession, or occupation for compensation or otherwise, without the prior written consent of the CEO.

3. Place of Performance. The principal place of Executive’s employment shall be in the Company’s headquarters currently located at the address set forth above in Vista, California. The Executive may work remotely from the Executive’s residence in the United States; provided that

if such residence is outside San Diego County, the Executive shall provide no less than 30 days prior written notice of the anticipated work location. If permitting the Executive to work from such location would require business license registration of the Company, or tax reporting by the Company, the Executive shall be responsible for additional costs associated therewith. Subject to any health or safety concerns related to the COVID-19 pandemic or other similar extraordinary circumstances, unless mutually agreed between the Executive and the CEO, the Executive shall be required to spend on average two days per week in the office, when not travelling for the benefit of the Company Group. The Executive may be required to travel extensively on Company Group business during the Employment Term. The place of performance of this Agreement may be changed from time to time upon the mutual agreement of the Executive and the Company. The Executive hereby consents to the principal place of performance hereunder being changed to a location in Florida.

4. Compensation.

4.1 Signing Bonus. In recognition of the Executive's willingness to commit to a two-year Initial Term, the Company shall pay the Executive a one-time bonus in the amount of \$525,000.00, payable during the month of October, 2023 (the "**Signing Bonus**"). The Executive understands and agrees that the Signing Bonus is directly related to his undertaking to remain with the Company for the Initial Term, and is therefore subject to clawback in the event of the Executive's termination during the Initial Term for Cause, or without Good Reason (each as defined below).

4.2 Base Salary. The Company shall pay the Executive an annual rate of base salary of U.S.\$180,000.00 in periodic installments in accordance with the Company's customary payroll practices and applicable wage payment laws, but no less frequently than monthly. The Executive's annual base salary, as in effect from time to time, is hereinafter referred to as "**Base Salary.**" The Base Salary shall be paid net of any income and payroll taxes to which such Base Salary is subject, and shall be paid by check denominated in U.S. dollars or deposited into an account of the Executive maintained with a U.S. National Association bank.

4.3 Commission. Commission shall be earned when sales are "booked" but shall be subject to clawback to the extent such sales are not effected within 365 days of the date booked.

(a) For each sale of Company Group products (the "**Product**") sold the Company shall pay the Executive a percentage commission on the Adjusted Commissionable Sales Amount (as defined below) according to the Schedule of Commissions set forth in Exhibit A hereto. For purposes hereof "**Adjusted Commissionable Sales Amount**" shall mean the net sales price for each sale of a Product, meaning the gross sale price for such Product, minus the sum of (i) the cost of production of such Product, including any development costs allocated thereto, (ii) the sales price of each Product unit returned to any Company Group member for credit and the related costs of returning such Product to such company, (iii) discounts to customers, (iv) freight and transportation costs (including insurance), (v) taxes, tariffs and duties related to the sale of the Products and (vi) installation and service charges.

(b) Commissions will not be earned in respect of training, engineering services, repair or warranty orders or any order the Adjusted Commissionable Sales Amount of which is (i) less than US\$5,001.00 or (ii) less than 25% of the gross sale price of such product. In addition, "House Accounts" and unfunded orders shall not be eligible for commission. No commissions shall be earned in respect of any booked order that was not previously included in the Company Group's CRM funnel or forecast prior to booking will not be eligible. Any exceptions to the limitations set forth in the immediately preceding three sentences shall be in the sole discretion of applicable member of the Company Group and shall require the approval the CEO, and the acknowledgement of the Executive.

(c) The Company Group reserves the right to designate specific accounts or sales opportunities as "Strategic Accounts" or "House Accounts". Commission rates in respect of such accounts shall be determined in the sole discretion of the applicable member of the Company Group and will be identified in writing. Any commission to be paid in respect of any Strategic Account shall require the approval the CEO, and the acknowledgement of the Executive.

(d) Earned commissions shall be payable to the Executive on the following schedule:

(i) 50% no later than second payroll period of the fiscal month following 90 days after the original booking date; and

(ii) 50% on the second payroll of the fiscal moth following 240 days after the original booking date; provided that,

(iii) In respect of orders with an Adjusted Commissionable Sales Amount in excess of US\$5,000,000.00, the first 50% shall be payable at the election of the Company in equal instalments on the normal payroll dates for a period not to exceed five (5) months, and commencing no later than the second payroll period of the month following 180 days after original booking date; and

(iv) the balance of such commission will be paid pro-rata to amounts received by the applicable member of the Company Group from the applicable customer, until the applicable commission is paid in full (i.e. if the customer pays US\$100,000.00, and the applicable Adjusted Commissionable Sales Amount thereof is \$60,000.00, and the Executive's commission rate in respect of such sale is 1%, the Company shall pay US\$600.00 to the Executive) in the second normal payroll period following receipt thereof by the applicable member of the Company Group.

Notwithstanding the foregoing, the Company and the Executive may mutually agree to alternative commission payment schedules in respect of any order or any customer.

#### 4.1 Annual Bonus.

(a) The Executive shall be eligible to receive an annual bonus (the “**Annual Bonus**”). However, the decision to provide any Annual Bonus and the amount and terms of any Annual Bonus shall be in the sole and absolute discretion of the CEO, in consultation with the Company and other members of the Company Group (collectively, the “**Compensation Committee**”). To the extent that Cyberlux or the Company establishes a compensation committee of the board of directors of such Company, such committee, together with the CEO (if not a member thereof) shall for purposes hereof be the “**Compensation Committee**”). Each year an eligibility threshold shall be set by the Compensation Committee. For 2023, the Executive’s Annual Bonus eligibility threshold is set at \$20,000,000.00 of booked sales.

(b) In order to be eligible to receive an Annual Bonus, the Executive must be employed by the Company on the date that Annual Bonuses are paid by the Company.

4.2 Equity Awards. During the Employment Term, the Executive shall be eligible to participate in any employee or executive equity awards program, subject to the terms of the applicable plan, as determined by the Board or the Compensation Committee, in its discretion.

4.3 Fringe Benefits and Perquisites. During the Employment Term, the Executive shall be entitled to fringe benefits and perquisites consistent with those provided to similarly situated executives of the Company.

4.4 Employee Benefits. During the Employment Term, the Executive shall be entitled to participate in all employee benefit plans, practices, and programs maintained by the Company, as in effect from time to time (collectively, “**Employee Benefit Plans**”) to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans. The Company reserves the right to amend or terminate any Employee Benefit Plans at any time in its sole discretion, subject to the terms of such Employee Benefit Plan and applicable law.

4.5 Vacation; Paid Time Off. During the Employment Term, the Executive shall be entitled to [ten (10)] of paid vacation days per calendar year (prorated for partial years) in accordance with the Company’s vacation policies, as in effect from time to time. The Executive shall receive other paid time off in accordance with the Company’s policies for executive officers as such policies may exist from time to time and as required by applicable law.

4.6 Business Expenses. The Executive shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business, and travel expenses incurred by the Executive in connection with the performance of the Executive’s duties hereunder in accordance with the Company’s expense reimbursement policies and procedures.

4.7 Indemnification. The Company shall indemnify and hold the Executive harmless as contemplated by the Company’s bylaws for acts and omissions in the Executive’s capacity as an officer, director, or employee of the Company.

4.8 Clawback Provisions. Any amounts payable under this Agreement are subject to the provisions of this Agreement, and any policy (whether in existence as of the Effective Date or later adopted) established by the Company providing for clawback or recovery of amounts that were paid to the Executive. The Compensation Committee will make any determination for clawback or recovery in its sole discretion and in accordance with any applicable law or regulation.

5. Termination of Employment. The Employment Term and the Executive's employment hereunder may be terminated by either the Company or the Executive at any time and for any reason or for no particular reason; provided that, unless otherwise provided herein, either party shall be required to give the other party at least thirty (30) days advance written notice (the "**Notice Term**") of any termination of the Executive's employment; provided further that, at the discretion of the Company, the Executive may be prohibited from representing the Company or any other member of the Company Group in any capacity or having access to any Company Group property during the Notice Term. Upon termination of the Executive's employment during the Employment Term, the Executive shall be entitled to the compensation and benefits described in this Section 5 and shall have no further rights to any compensation or any other benefits from the Company or any of its affiliates.

5.1 Upon or After the Expiration of the Initial Term; For Cause or Without Good Reason.

(a) The Executive's employment hereunder may be terminated (x) by the Company (A) upon or after the expiration of the Initial Term or (B) for Cause at any time, or (y) by the Executive (A) without Good Reason at any time or (B) with Good Reason on or after the expiration of the Initial Term, and the Executive shall be entitled to receive:

(i) any accrued but unpaid Base Salary, earned commission (i.e. on sales booked prior to termination), and accrued but unused vacation which shall be paid in accordance with the Company's customary payroll procedures; provided that the Company may accelerate the payment of commission, in its sole discretion;

(ii) reimbursement for unreimbursed business expenses properly incurred by the Executive, which shall be subject to and paid in accordance with the Company's expense reimbursement policy; and

(iii) such employee benefits (including equity compensation), if any, to which the Executive may be entitled under the Company's employee benefit plans as of the date of the Executive's termination; provided that, in no event shall the Executive be entitled to any payments in the nature of severance or termination payments except as specifically provided herein.

Items 5.1(a)(i) through 5.1(a)(iii) are referred to herein collectively as the "**Accrued Amounts.**"

(b) For purposes of this Agreement, "**Cause**" shall mean:

(i) the Executive's failure to perform the Executive's duties (other than any such failure resulting from incapacity due to physical or mental illness);

(ii) the Executive's failure to comply with any valid and legal directive of the CEO, the board of directors of the Company or the board of directors of Cyberlux;

(iii) the Executive's engagement in dishonesty, illegal conduct, or misconduct, which is, or reasonably could be expected to be, injurious to the Company or any of its affiliates;

(iv) the Executive's embezzlement, misappropriation, or fraud, whether or not related to the Executive's employment with the Company;

(v) the Executive's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude;

(vi) the Executive's violation of the Company's or Company Group's written policies or codes of conduct, including written policies related to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct;

(vii) the Executive's material breach of any obligation under this Agreement or any other written agreement between the Executive and any member of the Company Group; or

(viii) the Executive's engagement in conduct that brings or is reasonably likely to bring the Company or any of its affiliates, or their respective officers or directors negative publicity or into public disgrace, embarrassment, or disrepute.

(c) For purposes of this Agreement, "**Good Reason**" shall mean the occurrence of any of the following, in each case during the Employment Term without the Executive's prior written consent:

(i) a reduction in the Executive's Base Salary other than a general reduction in Base Salary that affects all similarly situated executives in substantially the same proportions;

(ii) a relocation of the Executive's principal place of employment by more than [1,000] miles from either Vista, California or Florida (it being understood that the relocation of the Company headquarters to Florida is under consideration, and the place of performance in Florida is consented to by the Executive);

(iii) any material breach by the Company of any material provision of this Agreement or any material provision of any other agreement between the Executive and any member of the Company Group; or

(iv) a material, adverse change in the Executive's authority, duties, or responsibilities (other than temporarily or as required by applicable law).

To terminate the Executive's employment for Good Reason, the Executive must provide written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within ten (10) days of the initial existence of such grounds and the Company must have at least thirty (30) days from the date on which such notice is provided to cure such circumstances. If the Executive does not terminate the Executive's employment for Good Reason within thirty (30) days after the first occurrence of the applicable grounds, then the Executive will be deemed to have waived the Executive's right to terminate for Good Reason with respect to such grounds.

5.2 Prior to the End of the Initial Term Without Cause or for Good Reason. The Employment Term and the Executive's employment hereunder may be terminated prior to the end of the Initial Term (x) by the Executive for Good Reason or (y) by the Company without Cause. In the event of such termination, subject to the Executive's compliance with Section 6 of this Agreement and the agreements referenced therein and the Executive's execution, within 45 days following receipt, of a release of claims in favor of the Company, its affiliates and their respective officers and directors in a form provided by the Company (the "**Release**", and such 45-day period, the "**Release Execution Period**"), and the Release becoming effective according to its terms:

(a) The Executive shall be entitled to receive:

(i) The Accrued Amounts as set forth above, plus

(ii) Equal installment payments payable in accordance with the Company's normal payroll practices, but no less frequently than monthly, which are in the aggregate equal to [50%] of the Base Salary calculated for the period between the termination date and the final day of the Initial Term; payable over the course of time nearly as possible equal to [50%] of the remaining period of the Initial Term.

(b) The treatment of any outstanding equity awards shall be determined in accordance with the terms of the plan pursuant to which any such award is granted, and the applicable award agreements.

5.3 Prior to the End of the Initial Term with Cause or Without Good Reason. The Employment Term and the Executive's employment hereunder may be terminated prior to the end of the Initial Term (x) by the Executive without Good Reason or (y) by the Company with Cause. In the event of such termination:

(a) The Executive shall be entitled to receive the Accrued Amounts set forth above.

(b) The Executive shall be required to pay to the Company that amount obtained by multiplying \$525,000 by the number obtained by dividing (x) the number of days remaining in the Initial Term by (y); 731 :

(c) The treatment of any outstanding equity awards shall be determined in accordance with the terms of the plan pursuant to which any such award is granted, and the applicable award agreements.

#### 5.4 Death or Disability.

(a) The Executive's employment hereunder shall terminate automatically upon the Executive's death during the Employment Term, and the Company may terminate the Executive's employment on account of the Executive's Disability.

(b) If the Executive's employment is terminated during the Employment Term on account of the Executive's death or Disability, the Executive (or the Executive's estate and/or beneficiaries, as the case may be) shall be entitled to receive the Accrued Amounts. Notwithstanding any other provision contained herein, all payments made in connection with the Executive's Disability shall be provided in a manner which is consistent with applicable law.

(c) For purposes of this Agreement, "**Disability**" shall mean the Executive's inability, due to physical or mental incapacity, to perform the essential functions of the Executive's job, with or without reasonable accommodation, for one hundred eighty (180) days out of any three hundred sixty-five (365) day period or one hundred twenty (120) consecutive days. Any question as to the existence of the Executive's Disability as to which the Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Executive and the Company. The determination of Disability made in writing to the Company and the Executive shall be final and conclusive for all purposes of this Agreement.

5.5 Notice of Termination. Any termination of the Executive's employment hereunder by the Company or by the Executive during the Employment Term (other than termination pursuant to Section 5.4(a) on account of the Executive's death) shall be communicated by written notice of termination ("**Notice of Termination**") to the other party hereto in accordance with Section 16. The Notice of Termination shall specify:

- (a) the termination provision of this Agreement relied upon;
- (b) to the extent applicable, the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated; and

(c) the applicable date of termination, which shall be no less than thirty (30) days following the date on which the Notice of Termination is delivered if the Company terminates the Executive's employment without Cause; provided that, the Company shall have the option to provide the Executive with a lump sum payment in lieu of such notice.

5.6 Resignation of All Other Positions. Upon termination of the Executive's employment hereunder for any reason, the Executive shall be deemed to have resigned from all positions that the Executive holds as an officer or member of the Board (or a committee thereof) of the Company and any of its affiliates.

6. Confidential Information and Restrictive Covenants. As a condition of the Executive's continued employment with the Company:

(a) *Ownership of Intellectual Property.* The Executive acknowledges and agrees that (a) as between the Company Group and the Executive, the Company (or one of its affiliates, as applicable) owns all interests in any patents, trademarks, copyrights, domain names, works of authorship, trade secrets, or any other intellectual property (collectively, "**Intellectual Property**") in or in respect of the Products and (b) the Executive shall not acquire any ownership of Intellectual Property owned by or licensed to the Company or any of its affiliates, under this Agreement. Representative shall use the Company's Intellectual Property solely for the purposes of performing its obligations under this Agreement. All developments, inventions and other things in which intellectual property rights may be asserted, developed by, or with input from the Executive during the Employment Term, are solely the Intellectual Property rights of the Company (to be used, transferred, licensed or otherwise exploited or not exploited by the Company in its sole discretion).

(b) *Non-Disclosure Obligation.* The Executive affirms that (i) prior to the Effective Date, he has, and (ii) on and after the Effective Date (both during the Employment Term and thereafter) he agrees that he will, treat as confidential and secret all information, discoveries, customer lists, trade secrets, documents, bids, proposals, contracts, marketing plans and strategies, computer software, proprietary computer hardware, pricing, pricing policies, financial information, and other information and data made available to him during or prior to the Employment Term that has not become public information, and that it will not, directly or indirectly, make known, divulge or use any such information, discovery, secret, document, plan, policy, or data, other than in accordance with this Agreement or as required by law. The Executive affirms that (i) prior to the Effective Date, he has, and (ii) on and after the Effective Date (both during the Employment Term and thereafter) he agrees that he will comply with all Confidential Information and similar policies of the Company as in effect from time to time.

(c) *Injunctive Relief Availability.* Notwithstanding the "Arbitration of Disputes" Section of this Agreement, in the event of a breach or threatened breach by the Executive of the provisions of this Section, the Company shall be entitled to an injunction restraining the Executive from disclosing, in whole or in part, the



defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

9. Entire Agreement. Unless specifically provided herein, this Agreement, together with the contains all of the understandings and representations between the Executive and the Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

10. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed in writing and signed by the Executive and the Company, and approved by the CEO. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time.

11. Severability. Should any provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

12. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

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

14. Section 409A.

(a) *General Compliance.* This Agreement is intended to comply with Section 409A or an exemption thereunder and shall be construed and administered in accordance with such intent. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any nonqualified deferred compensation payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other

expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

(b) *Specified Employees.* Notwithstanding any other provision of this Agreement, if any payment or benefit provided to the Executive in connection with the Executive's termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Executive is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the date of the Executive's termination or, if earlier, on the Executive's death (the "**Specified Employee Payment Date**"). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to the Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

(c) *Reimbursements.* To the extent required by Section 409A, each reimbursement or in-kind benefit provided under this Agreement shall be provided in accordance with the following:

- (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year;
- (ii) any reimbursement of an eligible expense shall be paid to the Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred; and
- (iii) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit.

15. Successors and Assigns. This Agreement is personal to the Executive and shall not be assigned by the Executive. Any purported assignment by the Executive shall be null and void from the initial date of the purported assignment. The Company may assign this Agreement to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company. This Agreement shall inure to the benefit of the Company and permitted successors and assigns.

16. Notice. Notices and all other communications provided for in this Agreement shall be given in writing by personal delivery, electronic delivery, or by registered mail to the parties at the addresses set forth in the first paragraph hereof (or such other addresses as specified by the parties by like notice).

17. Representations of the Executive. The Executive represents and warrants to the Company that:

The Executive's acceptance of continued employment with the Company and the performance of the Executive's duties hereunder will not conflict with or result in a violation of, a breach of, or a default under any contract, agreement, or understanding to which the Executive is a party or is otherwise bound.

The Executive's acceptance of employment with the Company and the performance of the Executive's duties hereunder will not violate any non-solicitation, non-competition, or other similar covenant or agreement of a prior employer or third-party.

18. Withholding. The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

19. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

20. Acknowledgement of Full Understanding. THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT THE EXECUTIVE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT THE EXECUTIVE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF THE EXECUTIVE'S CHOICE BEFORE SIGNING THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DATRON WORLD COMMUNICATIONS, INC.

DocuSigned by:  
By Mark Schmidt  
CB8EE73468DE446

Name: Mark Schmidt

Title: CEO

BILAL MAADARANI

Signature:   
DC3980C6A2E9490

Exhibit A

**Schedule of Commissions**

Sale Type	Commission Percentage
Direct - regional	1.00%
FMS - regional	1.00%
Bookings by Other Sales Director(s)	0.50%

**Commission Splits**

Orders booked in one region and delivered to another region (cross regional orders) will earn an equal revenue split between Sales Directors unless an alternative arrangement is mutually agreed to by the Sales Directors themselves, or others determined in writing by the CEO, in his sole discretion.

**Advances on Commission Earned**

There will be no advances on earned commissions. The payment schedule for commissions is set forth in the Agreement to which this schedule is an exhibit.

**Restructuring of Regions / Creation of New Regions**

At times, business conditions may require sales regions to be restructured or new sales regions to be created. The Sales Director relinquishing territory must identify prospects in writing to the CEO prior to the change of territory. After the effective date of the restructuring, commissions will be split between the respective Sales Directors as follows:

Booking of Order	Previous Sales Director % of Net Commission	New Sales Director % of Net Commission
1 - 30 Days	100%	0%
31 - 90 Days	75%	25%
91 - 180 Days	50%	50%
180+ Days	0%	100%

For any order booked within 90 days of the date of restructuring, but not previously identified by the Sales Director relinquishing territory, a 50% commission split will be earned. New orders previously unidentified and booked after 90 days of the date of restructuring will be earned by the new Sales Director 100%.

# EXHIBIT B

**From:** Mark Schmidt <mschmidt@cyberlux.com>  
**Sent:** Wednesday, July 2, 2025 3:49 PM  
**To:** Bill Maadarani <bmaadarani@cyberlux.com>  
**Subject:** Re: Bill's exit path

Brother, I've been trying find words to express my remorse over this situation and have failed to find any that are adequate. I can say my relationship with you, both our professional and our friendship, is one of the most important ones I've had in my life, period. What we've done and the times we've had will be the highlights I will always remember, no matter what. I truly hope we can find a path forward that works for you.

The impact on customers and our reps is unacceptable - I have been dying inside over this and its impact across the company should have never happened. Between Hll and Legalist, we have been pushed into this corner and have to fight our way out, fighting all our enemies.

I don't want to leave anything to chance if we can find a path forward. Anything is on the table, other than Denis back coming in:

- Retention bonus (\$1M over next four quarters)
- Base salary increase to \$250K with revised commission structure, TBD
- Notes and commissions paid out of Hll money asap
- Position of President if you want that now
- Board of Directors? You should likely wait until we have D&O insurance soon then join
- Co-share all decision-making between you, me and Chris plus Loren on cash
- Ultimately we'll bring in a new CEO and I'll move to Chairman as soon as we can execute a strategic plan like the one I've attached from Roman V - where we uplist to NASDAQ for example, including changing the Cyberlux name. Roman also has Trump ties and we will get significant Trump-universe board membership.

We are talking to good capital partners now and you need to understand the environment and future. Loren is ready to discuss at any point. I have attached the cash flow worksheet from Loren that gives you the operating detail. Loren is available for discussion whenever you have time.

I know you have a dire outlook and I understand. I'm not sure who is advising you, but we are making meaningful progress, and anyone on our team is available to discuss specifics. Attached is the Stay on the receiver and a Cease and Desist that effectively ends him. This was done over the last 2 days and clears up the matter significantly, with only what the receiver will be paid per the upcoming court decision. We were never in 'receivership' as I said, and now this receiver is boxed up. I have the lead attorney, Jeff Brown, standing by to speak with you about the whole situation so you have the full picture.

All this is unacceptable I know. We've not been paid by Hll per the contract modification, Legalist has reneged on the new loan agreement, and lawyers have made mistakes, all that led to where we are. All I know to do is fight our enemies every day like I am, to resolve the critical matters as fast as possible. You should never have to address this kind of situation with customers and reps. I will work a plan with you for the reps where we make the commission payments and pay bonuses where you decide, for the missed shipments and customer delivery issues. I will do whatever is necessary to correct these issues.

Lastly, Series B and Denis. I've attached two ways this can go, where Denis keeps 20M, and you get 30M shares from the combination of me, Treasury, and Denis; or Denis keeps 10M and you get 20M from Denis and 10M from me. Either way we have control of >75% and can then restructure as we want. This gives us basically equal footing as we execute an uplisting. Check out the NASDAQ section of the spreadsheet. We'll likely have to give up more than this to the capital raising partner but it still nets a big number. I need your help to negotiate with Denis on the rest of his override BS, whatever makes sense to you. And he drops all his lawsuits for all time.

There is a lot here and I am open to anything and available to discuss at any point.

I love ya Brother - Mark

Mark Schmidt | President and CEO

[mschmidt@cyberlux.com](mailto:mschmidt@cyberlux.com)  
919-434-6608



[Visit our Website](#)

---

**From:** Bill Maadarani <[bmaadarani@cyberlux.com](mailto:bmaadarani@cyberlux.com)>  
**Sent:** Tuesday, July 1, 2025 6:15 AM  
**To:** Patrick Godfrey <[pgodfrey@cyberlux.com](mailto:pgodfrey@cyberlux.com)>  
**Cc:** Mark Schmidt <[mschmidt@cyberlux.com](mailto:mschmidt@cyberlux.com)>; Chris Barter <[cbarter@cyberlux.com](mailto:cbarter@cyberlux.com)>  
**Subject:** Bill's exit path

Patrick,

I would like to schedule a day to discuss my negotiated exit out of Cyberlux. I'm seeking your assistance in providing me feedback from the CEO of Cyberlux on the following attachments:

1. Commission on the sales that bought
2. Employment agreement that was signed when I first accepted the position
3. Past due amounts for my salary
4. Convertible notes that are due and common stocks
5. Discussion with corporate attorney concerning my Series B stocks and the path of the sales of those stocks
6. Training for the folks that you need to hire to replace me

Please schedule a meeting for me to discuss this if possible. I'll wait to hear back from the team.

Best Regards,

Bill W. Maadarani | Cyberlux Corporation | Datron World Communications, Inc.

[Bmaadarani@cyberlux.com](mailto:Bmaadarani@cyberlux.com) | [Bmaadarani@dtwc.com](mailto:Bmaadarani@dtwc.com)

Chief Revenue Officer

995 Joshua Way, Vista, CA 92081 | [www.dtwc.com](http://www.dtwc.com)

Cell: 1-586-405-0069 | Cell: +961-71-008726

*Performance You Require. Value You Expect™*



# EXHIBIT C

# Standard Transfer Company

440 East 400 South, Suite 200, Salt Lake City, UT 84111 Phone: (801) 571-8844 Fax: (801) 328-4058  
Standardtransferco.com

BILL MAADARANI  
[REDACTED]

CYBERLUX CORPORATION PREFERRED B ()  
ACCOUNT STATEMENT As of: 10/21/2025

Acct#: 10

### RESTRICTED BOOK SHARES SUMMARY

RESTRICTED 3,000,000

### BOOK-ENTRY SHARES SUMMARY

Free Trading Book-Entry Shares: 0  
Restricted Book-Entry Shares: 3,000,000  
Total Book-Entry Shares: 3,000,000

### OUTSTANDING SHARES SUMMARY

Book Shares: 3,000,000.0000

Total Shares: 3,000,000.0000

\*Price Per Share As of 10/21/2025:  
Market Value of Holdings: [REDACTED]  
Cost Basis (\$): [REDACTED]

### TAX LOT DETAIL

Certificate #	Acquired	Disposed	Lot Shares	Basis/Share	Total Cost (\$)	Gift/Inher	Gift Date	Gift FMV (\$)
	02/28/2024		3,000,000.0000 3,000,000	[REDACTED]	[REDACTED]			

# **EXHIBIT      2**

## Management Certification

The undersigned, on behalf of Cyberlux Corporation (the "Company"), certifies that the information provided herein is accurate and complete to the best of the Company's knowledge.

1. The Company is current in its disclosure obligations pursuant to the following reporting standard:

### SEC Reporting Obligations

- The Company has a reporting obligation under Section 13 or 15(d) of the Exchange Act
- The Company has a reporting obligation under Regulation A (Tier 2)
- The Company has a reporting obligation under Regulation Crowdfunding (CF)
- Other (please describe)

### Other Reporting Obligations

- The Company is a U.S. bank, bank holding company, or similar financial institution exempt from SEC registration, has a reporting obligation to a U.S. Bank Regulator and follows OTC Markets' Bank Reporting requirements.
- The Company is exempt from SEC registration and is reporting under the Alternative Reporting Standard
2. Indicate below whether the Company is a shell company (as defined in Rule 405 of the Securities Act of 1933, Rule 12b-2 of the Exchange Act of 1934 and Rule 15c2-11 of the Exchange Act of 1934):

Yes:  No:

3. Indicate below whether the Company is subject to Bankruptcy or reorganization proceedings.

Yes:  No:

4. The Company has a Verified Company Profile on OTCMarkets.com.
5. The Company is duly organized and in good standing under the laws of the state or jurisdiction in which the Company is organized or does business.
6. The Company understands and acknowledges its obligations to report company-related actions pursuant to Exchange Act Rule 10b-17 and FINRA Rule 6490.
7. The Company understands and acknowledges its obligations to publicly disclose material information in a timely manner in accordance with applicable U.S. federal securities laws, including but not limited to Section 10(b) of the Exchange Act and Rule 10b-5 thereunder.
8. The Company's transfer agent and its address are listed below. If the Company acts as its own transfer agent, indicate that by listing the Company and its information in the fields provided.<sup>1</sup>

---

<sup>1</sup> OTCQX, OTCQB, and OTCID companies are required to retain a transfer agent that participates in the Transfer Agent Verified Shares Program. OTCID companies that act as their own transfer agent may submit data directly to OTC Markets.

Transfer Agent: Standard Registrar and Transfer Company  
 Address: 440 East 400 South, Suite 200, Salt Lake City, UT 84111

9. The Company’s most recent Annual Report was prepared by: Mark Schmidt, president, Chief Executive Officer, Director and Chairman of the Board of Directors of the Company and David Downing, Chief Financial Officer and Director of the Company.

Below is a list all law firm(s) and attorney(s) (including internal counsel) that acted as the Company’s primary legal counsel in preparing its most recent annual report or, if no attorney assisted in preparing the disclosure, the person(s) who prepared the disclosure and their relationship to the Company.

Name: Carl P. Ranno, Esq  
 Firm: Law Office of Carl P. Ranno  
 Address: 2733 East Vista Drive, Phoenix, AZ 85032  
 Phone: 602.493.0369  
 Email: [carlranno@cox.net](mailto:carlranno@cox.net)

Name: Jennifer E.D. Clarke, Esq.  
 Firm: Tjong & Hsia LLP,  
 Address: 45 Rockefeller Plaza, 20th Floor, New York, NY 10111  
 Phone: 516-801-1700  
 Email: [jclarke@tjonghsia.com](mailto:jclarke@tjonghsia.com)

10. The Company’s Officers, Directors and 5% Control Persons are listed below:

The table below provides information regarding all officers and directors of the Company, or any person that performs a similar function, regardless of the number of shares they own. To the best of the Company’s knowledge, it includes all individuals or entities beneficially owning 5% or more of any class of the issuer’s equity securities. To identify holders of 5% or more, companies may obtain a recent copy of their shareholder list that includes Non-Objecting Beneficial Owners or “NOBOs.” SEC Reporting companies may also research their beneficial ownership and insider transaction filings such as on Schedules 13G or 13D or on Forms 3, 4, and 5.

As of (latest practicable date): 3/31/2025

Names of All Officers, Directors, and Control Persons	Affiliation with Company (e.g. Officer/ Director/ Owner of 5% or greater)	Residential Address (City / State)	Number of shares owned	Share type/class	Ownership Percentage of Class Outstanding	Names of control person(s) if a corporate entity
Mark D. Schmidt	President Chief Executive Officer Director Chairman	Durham, NC	230,642	Common	Less than 1%	
			47,000,000	Series B	54.65%	
David D. Downing	Chief Financial Officer Director	Edinboro, PA	42,500	Common	Less than 1%	
			1,000,000	Series	1.16%	
John W. Ringo	Secretary Director	Atlanta, GA	123,783	Common	Less than 1%	

Aaron Goodman	Chief of Staff Director	Waccabuc, NY	70,000,000	Common	1.2%	
			2,500,000	Series B	2.91%	
Larry J. Isely	Chief Operating Officer	Denton, TX	2,500,000	Series B	2.91%	
Bill Maadarani	Chief Revenue Officer	Dearborn, MI	3,000,000	Series B	3.49%	
Montague Capital Partners LLC	Strategic Consultant Greater than 5% holder	Miami, FL	21,000,000	Series B	24.42%	Denis Kalenja controls this entity
			179,500,000	Common	3.019%	
Recovery Fund USA, LLC	Greater than 5% holder	Lutz, FL	148,000	Series C	98.667%	Jamie Rand controls this entity.

Any additional material details, including conversion terms of any class of the issuer's equity securities, are below:

Each share of the Company's Series B Convertible Preferred is convertible into 200 shares of the Company's Common Stock at the option of the holder.

Each share of the Company's Series C Convertible Preferred Stock is convertible into shares of the Company's Common Stock at the option of the holder. The conversion rate for such shares is variable, depending on the ten-day moving average of the price per share of the Company's Common Stock, based on the following formula:  $(\$25.20/10DMA)/200$ .

11. The Company has Convertible Debt as detailed below:

The following is a complete list of the Company's Convertible Debt which includes all promissory notes, convertible notes, convertible debentures, or any other debt instruments convertible into a class of the issuer's equity securities. The table includes all issued or outstanding convertible debt at any time during the last complete fiscal year and any interim period between the last fiscal year end and the date of this Certification.

Check this box to confirm the Company had no Convertible Debt issued or outstanding at any point during this period.

Date of Note Issuance	Outstanding Balance (\$)	Principal Amount at Issuance (\$)	Interest Accrued (\$)	Maturity Date	Conversion Terms (e.g. pricing mechanism for determining conversion of instrument to shares)	Name of Noteholder*	Reason for Issuance (e.g. Loan, Services, etc.)
10/22/2021	1,491,671	1,500,000	241,671	10/22/2023	\$0.25 Conversion per share	RB Capital Partners (this note has been repaid in part)	Loan
11/08/2021	1,751,918	1,500,000	251,918	11/08/2023	\$0.25 Conversion per share	RB Capital Partners	Loan

11/22/2021	0	1,500,000	N/A	11/22/2023	\$0.25 Conversion per share	RB Capital Partners (this note has been converted in full)	Loan
05/23/2022	571,507	500,000	71,507	05/23/2024	\$0.25 Conversion per share***	RB Capital Partners	Loan
07/12/2022	284,041	250,000	34,041	07/12/2024	\$0.10 Conversion per share***	RB Capital Partners	Loan
09/29/2022	110,630	100,000	10,630	09/29/2025	\$0.0049 Conversion per share or 85% of 10 Day Moving Average	Bilal Maadarani	Loan
09/29/2022	110,466	100,000	10,466	09/29/2025	\$0.0032 Conversion per share or 85% of 10 Day Moving Average	Eris Cali (this note was originally issued to Bilal Maadarani)	Loan
09/29/2022	110,164	100,000	10,164	09/29/2025	\$0.0036 Conversion per share or 85% of 10 Day Moving Average	Eris Cali (this note was originally issued to Bilal Maadarani)	Loan
09/29/2022	0	100,000	N/A	09/29/2025	\$0.0036 Conversion per share or 85% of 10 Day Moving Average	Bilal Maadarani (this note was repaid in full)	Loan
01/22/2023	110,808	100,000	10,808	01/22/2027	\$0.0052 Conversion Price per share	Bassam Pharaon	Loan
04/06/2023	109,866	100,000	9,866	04/06/2026	\$0.0035 Conversion per share	Matt Jones	Loan
05/09/2023	0	100,000	N/A	05/09/2024	\$0.0043 Conversion per share	Andras Forgacs (this note was converted in full)	Loan
05/22/2023	109,414	100,000	9,414	05/22/2026	\$0.0026 Conversion per share or 85% of 10 Day Moving Average	Robert Miller (this note was converted in full)	Loan
06/12/2023	0	100,000	N/A	06/12/2026	85% of 10 Day Moving Average	Christopher Whitehead (this note was converted in full)	Loan
06/14/2023	0	25,000	N/A	06/14/2024	\$0.0013 Conversion per share	Jeryl S. Rawls Revocable Trust (this note was converted in full)	Loan
06/15/2023	0	15,000	N/A	06/15/2024	\$0.0016 Conversion per share	John W. Dixon FLP (this note was converted in full)	Loan
07/23/2023	0	50,000	N/A	07/23/2024	\$0.0013 Conversion per share	Giorgios Bakatsias (this note was converted in full)	Loan
07/23/2023	0	125,000	N/A	07/23/2024	\$0.0013 Conversion per share	Fly Rite LLC (this note was repaid in part and converted in part)	Loan

07/23/2023	0	125,000	N/A	07/23/2024	\$0.0013 Conversion per share	Hayek Ventures, LLC(this note was repaid in part and converted in part)	Loan
08/26/2023	2,897	2,500	397	08/26/2024	\$0.0016 Conversion per share	Charles Yessaian	Loan
08/26/2023	2,895	2,500	395	08/26/2024	\$0.0016 Conversion per share	Ferdinand Irizarry	Loan
09/13/2023	2,092,753	2,000,000	92,753	09/13/2026	90% of 15 Day VWAP	Datron Holdings, Inc.	Acquisition note
09/13/2023	2,154,589	2,000,000	154,589	09/13/2026	85% of 15 Day VWAP	Datron Holdings, Inc.	Acquisition note
06/13/2024	102,450	100,000	2,450	06/13/2026	\$0.0019 Conversion per share	John W. Dixon FLP	Loan

**Signature:**

Name of Principal Executive Officer or Principal Financial Officer: Mark Schmidt

Title: President, Chief Executive Officer, Director, Chairman of the Board

Date: 5/15/2025

Signature: /s/ Mark Schmidt

# **EXHIBIT      3**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

---

**HII MISSION TECHNOLOGIES  
CORP.,**

**Plaintiff**

**Case No. 3:25-cv-00483-JAG**

**v.**

**CYBERLUX CORP., et. al.,**

**Defendants.**

---

**AFFIDAVIT OF MR. BILAL MAADARANI**

I, Mr. Bilal Maadarani, being duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true.

1. I am over the age of eighteen (18). I am competent to make this affidavit in support of my motion for summary judgment, and I have personal knowledge of the facts stated herein.
2. On or about August 9, 2022, I began working with Mr. Mark Schmidt (“Mr. Schmidt”) in order to support Cyberlux’s efforts to obtain an award from the U.S. government through the prime contractor, HII Mission Technologies Corp. (“HII”) for the K8 drones that were for the Ukrainian Ministry of Defense as the end user.
3. Due to my work from August 9, 2022 through June of 2025, Cyberlux did secure said subcontract and was able to fulfill its obligations under said contract.
4. My work and expertise were instrumental, including over ten (10) trips to Ukraine and several meetings with Ukrainian government officials, including the Ukrainian ministry of defense.
5. On or about October 8, 2023 I signed a contract with Mr. Schmidt, who signed on behalf Datron World Communications, Inc. (“Datron”). Datron is a wholly owned subsidiary of Cyberlux. Cyberlux does business as Datron.

6. In June of 2025 Mr. Schmidt and I had many conversations about my receiving the commissions and expenses that were owed to me. I was promised many times that I would get paid from the monies that HII were to pay Cyberlux. The reason I stayed at Cyberlux during that time is because of the promises made to me by Mr. Schmidt.
7. On or about July 2, 2025, Mr. Schmidt sent me an email again promising me payment from the HII monies. After Mr. Schmidts emails, he would follow up with me via telephone calls about the payments. Those phone calls would last hours, and he continued to make promises of payment to me from the monies coming from HII.
8. On or about November 19, 2025 I sued Datron in California for breach of contract amongst other causes of actions. Datron and Cyberlux were used interchangeably throughout the time when I was an employee of both entities. I had Datron and Cyberlux emails as I was listed as the Chief Revenue Officer for both entities. Mr. Schmidt did not distinguish between both entities and the quarterly filings demonstrates my title as the Chief Revenue Officer of Cyberlux.
9. Datron was served and on or about December 23, 2025 the clerk issued a default against Datron for its failure to respond to the complaint.
10. I am currently owed one million and sixty two thousand and five hundred and seventy six dollars and ninety eight cents (\$1,062,576.98) from Cyberlux d/b/a Datron for my work and pursuant to my contract.

Dated: April 14, 2026

DocuSigned by:  
*Bilal Maadarani*  
3252396DBFC1418...

---

Bilal Maadarani

# **EXHIBIT 4**

2592

**From:** Mark Schmidt <mschmidt@cyberlux.com>  
**Sent:** Wednesday, July 2, 2025 3:49 PM  
**To:** Bill Maadarani <bmaadarani@cyberlux.com>  
**Subject:** Re: Bill's exit path

Brother, I've been trying find words to express my remorse over this situation and have failed to find any that are adequate. I can say my relationship with you, both our professional and our friendship, is one of the most important ones I've had in my life, period. What we've done and the times we've had will be the highlights I will always remember, no matter what. I truly hope we can find a path forward that works for you.

The impact on customers and our reps is unacceptable - I have been dying inside over this and its impact across the company should have never happened. Between HII and Legalist, we have been pushed into this corner and have to fight our way out, fighting all our enemies.

I don't want to leave anything to chance if we can find a path forward. Anything is on the table, other than Denis back coming in:

- Retention bonus (\$1M over next four quarters)
- Base salary increase to \$250K with revised commission structure, TBD
- Notes and commissions paid out of HII money asap
- Position of President if you want that now
- Board of Directors? You should likely wait until we have D&O insurance soon then join
- Co-share all decision-making between you, me and Chris plus Loren on cash
- Ultimately we'll bring in a new CEO and I'll move to Chairman as soon as we can execute a strategic plan like the one I've attached from Roman V - where we uplist to NASDAQ for example, including changing the Cyberlux name. Roman also has Trump ties and we will get significant Trump-universe board membership.

We are talking to good capital partners now and you need to understand the environment and future. Loren is ready to discuss at any point. I have attached the cash flow worksheet from Loren that gives you the operating detail. Loren is available for discussion whenever you have time.

I know you have a dire outlook and I understand. I'm not sure who is advising you, but we are making meaningful progress, and anyone on our team is available to discuss specifics. Attached is the Stay on the receiver and a Cease and Desist that effectively ends him. This was done over the last 2 days and clears up the matter significantly, with only what the receiver will be paid per the upcoming court decision. We were never in 'receivership' as I said, and now this receiver is boxed up. I have the lead attorney, Jeff Brown, standing by to speak with you about the whole situation so you have the full picture.

All this is unacceptable I know. We've not been paid by HII per the contract modification, Legalist has reneged on the new loan agreement, and lawyers have made mistakes, all that led to where we are. All I know to do is fight our enemies every day like I am, to resolve the critical matters as fast as possible. You should never have to address this kind of situation with customers and reps. I will work a plan with you for the reps where we make the commission payments and pay bonuses where you decide, for the missed shipments and customer delivery issues. I will do whatever is necessary to correct these issues.

Lastly, Series B and Denis. I've attached two ways this can go, where Denis keeps 20M, and you get 30M shares from the combination of me, Treasury, and Denis; or Denis keeps 10M and you get 20M from Denis and 10M from me. Either way we have control of >75% and can then restructure as we want. This gives us basically equal footing as we execute an uplisting. Check out the NASDAQ section of the spreadsheet. We'll likely have to give up more than this to the capital raising partner but it still nets a big number. I need your help to negotiate with Denis on the rest of his override BS, whatever makes sense to you. And he drops all his lawsuits for all time.

There is a lot here and I am open to anything and available to discuss at any point.

I love ya Brother - Mark

Mark Schmidt | President and CEO

[mschmidt@cyberlux.com](mailto:mschmidt@cyberlux.com)  
919-434-6608



[Visit our Website](#)

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**From:** Bill Maadarani <[bmaadarani@cyberlux.com](mailto:bmaadarani@cyberlux.com)>  
**Sent:** Tuesday, July 1, 2025 6:15 AM  
**To:** Patrick Godfrey <[pgodfrey@cyberlux.com](mailto:pgodfrey@cyberlux.com)>  
**Cc:** Mark Schmidt <[mschmidt@cyberlux.com](mailto:mschmidt@cyberlux.com)>; Chris Barter <[cbarter@cyberlux.com](mailto:cbarter@cyberlux.com)>  
**Subject:** Bill's exit path

Patrick,

I would like to schedule a day to discuss my negotiated exit out of Cyberlux. I'm seeking your assistance in providing me feedback from the CEO of Cyberlux on the following attachments:

1. Commission on the sales that bought
2. Employment agreement that was signed when I first accepted the position
3. Past due amounts for my salary
4. Convertible notes that are due and common stocks
5. Discussion with corporate attorney concerning my Series B stocks and the path of the sales of those stocks
6. Training for the folks that you need to hire to replace me

Please schedule a meeting for me to discuss this if possible. I'll wait to hear back from the team.

Best Regards,

Bill W. Maadarani |Cyberlux Corporation |Datron World Communications, Inc.

[Bmaadarani@cyberlux.com](mailto:Bmaadarani@cyberlux.com) | [Bmaadarani@dtwc.com](mailto:Bmaadarani@dtwc.com)

Chief Revenue Officer

995 Joshua Way, Vista, CA 92081 |[www.dtwc.com](http://www.dtwc.com)

Cell: 1-586-405-0069 | Cell: +961-71-008726

*Performance You Require. Value You Expect™*



# **EXHIBIT      5**

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 281510 NAME: Howard D. Ruddell FIRM NAME: Moore Ruddell LLP STREET ADDRESS: 21250 Hawthorne Blvd., Suite 500 CITY: Torrance STATE: CA ZIP CODE: 90503 TELEPHONE NO.: 310-792-7010 FAX NO.: E-MAIL ADDRESS: hruddell@mooreruddell.com ATTORNEY FOR (name): Plaintiff Bilal Maadarani	<b>FOR COURT USE ONLY</b>  ELECTRONICALLY FILED Superior Court of California, County of San Diego 12/23/2025 2:32:23 PM  Clerk of the Superior Court By J. Siharath ,Deputy Clerk
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Hall of Justice	
Plaintiff/Petitioner: Bilal Maadarani Defendant/Respondent: Datron World Communications, Inc.	
<b>REQUEST FOR</b> <input checked="" type="checkbox"/> <b>Entry of Default</b> <input type="checkbox"/> <b>Clerk's Judgment</b> (Application) <input type="checkbox"/> <b>Court Judgment</b>	CASE NUMBER: 25CU062277C
<b>Not for use in actions under the Fair Debt Buying Practices Act (Civ. Code, § 1788.50 et seq.); (see form CIV-105)</b>	

1. TO THE CLERK: On the complaint or cross-complaint filed
- a. on (date): November 19, 2025
  - b. by (name): Plaintiff Bilal Maadarani
  - c.  Enter default of defendant (names):  
Datron World Communications, Inc.
  - d.  I request a court judgment under Code of Civil Procedure sections 585(b), 585(c), 989, etc., against defendant (names):  
  
(Testimony required. Apply to the clerk for a hearing date, unless the court will enter a judgment on an affidavit under Code Civ. Proc., § 585(d).)
  - e.  Enter clerk's judgment
    - (1)  for restitution of the premises only and issue a writ of execution on the judgment. Code of Civil Procedure section 1174(c) does not apply. (Code Civ. Proc., § 1169.)  
 Include in the judgment all tenants, subtenants, named claimants, and other occupants of the premises. The Prejudgment Claim of Right to Possession was served in compliance with Code of Civil Procedure section 415.46.
    - (2)  under Code of Civil Procedure section 585(a). (Complete the declaration under Code Civ. Proc., § 585.5 on the reverse (item 5).)
    - (3)  for default previously entered on (date):

2. Judgment to be entered.

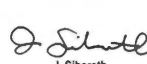
	Amount	Credits acknowledged	Balance
a. Demand of complaint .....	\$	\$	\$
b. Statement of damages*			
(1) Special .....	\$	\$	\$
(2) General .....	\$	\$	\$
c. Interest .....	\$	\$	\$
d. Costs (see reverse) .....	\$	\$	\$
e. Attorney fees .....	\$	\$	\$
f. <b>TOTALS</b> .....	\$	\$	\$

g. **Daily damages** were demanded in complaint at the rate of: \$ \_\_\_\_\_ per day beginning (date): \_\_\_\_\_  
 (\* Personal injury or wrongful death actions; Code Civ. Proc., § 425.11.)

3.  (Check if filed in an unlawful detainer case.) **Legal document assistant or unlawful detainer assistant** information is on the reverse (complete item 4).  
 Date: December 23, 2025

Howard D. Ruddell  
 (TYPE OR PRINT NAME)

  
 (SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

<b>FOR COURT USE ONLY</b>	(1) <input checked="" type="checkbox"/> Default entered as requested on (date): 12/23/2025 (2) <input type="checkbox"/> Default NOT entered as requested (state reason): Clerk, by _____, Deputy	 J. Siharath, Deputy
---------------------------	--	--

Plaintiff/Petitioner: Bilal Maadarani Defendant/Respondent: Datron World Communications, Inc.	CASE NUMBER: 25CU062277C
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4. **Legal document assistant or unlawful detainer assistant (Bus. & Prof. Code, § 6400 et seq.).** A legal document assistant or unlawful detainer assistant  did  did not for compensation give advice or assistance with this form. If declarant has received **any** help or advice for pay from a legal document assistant or unlawful detainer assistant, state:

- a. Assistant's name:
- b. Street address, city, and zip code:
- c. Telephone no.:
- d. County of registration:
- e. Registration no.:
- f. Expires on (date):

5.  **Declaration under Code Civ. Proc., § 585.5** (for entry of default under Code Civ. Proc., § 585(a)). This action

- a.  is  is not on a contract or installment sale for goods or services subject to Civ. Code, § 1801 et seq. (Unruh Act).
- b.  is  is not on a conditional sales contract subject to Civ. Code, § 2981 et seq. (Rees-Levering Motor Vehicle Sales and Finance Act).
- c.  is  is not on an obligation for goods, services, loans, or extensions of credit subject to Code Civ. Proc., § 395(b).

6. **Declaration of mailing (Code Civ. Proc., § 587).** A copy of this *Request for Entry of Default* was

- a.  **not mailed** to the following defendants, whose addresses are unknown to plaintiff or plaintiff's attorney (*names*):
- b.  **mailed** first-class, postage prepaid, in a sealed envelope addressed to each defendant's attorney of record or, if none, to each defendant's last known address as follows:
  - (1) Mailed on (date): December 23, 2025
  - (2) To (*specify names and addresses shown on the envelopes*):  
Datron World Communications, Inc.  
995 Joshua Way  
Suite A, Vista, CA 92081

I declare under penalty of perjury under the laws of the State of California that the foregoing items 4, 5, and 6 are true and correct.

Date: December 23, 2025

Howard D. Ruddell  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF DECLARANT)

7. **Memorandum of costs** (required if money judgment requested). Costs and disbursements are as follows (Code Civ. Proc., § 1033.5):

- a. Clerk's filing fees ..... \$
- b. Process server's fees ..... \$
- c. Other (*specify*): ..... \$
- d. .... \$
- e. **TOTAL** ..... \$ \_\_\_\_\_

- f.  Costs and disbursements are waived.
- g. I am the attorney, agent, or party who claims these costs. To the best of my knowledge and belief this memorandum of costs is correct and these costs were necessarily incurred in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing item 7 is true and correct.

Date: \_\_\_\_\_  
(TYPE OR PRINT NAME)  (SIGNATURE OF DECLARANT)

Plaintiff/Petitioner: Bilal Maadarani Defendant/Respondent: Datron World Communications, Inc.	CASE NUMBER: 25CU062277C
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8. **Declaration of nonmilitary status** (required for a judgment).

No defendant/respondent named in item 1c is in the military service of the United States as defined by either the Servicemembers Civil Relief Act (see 50 U.S.C. § 3911(2)) or California Military and Veterans Code sections 400 and 402(f).

I know that no defendant/respondent named in item 1c is in the U.S. military service because (check all that apply):

- a.  the search results that I received from <https://scra.dmdc.osd.mil/> say the defendant/respondent is not in the U.S. military service.
- b.  I am in regular communication with the defendant/respondent and know that they are not in the U.S. military service.
- c.  I recently contacted the defendant/respondent, and they told me that they are not in the U.S. military service.
- d.  I know that the defendant/respondent was discharged from U.S. military service on or about (date):
- e.  the defendant/respondent is not eligible to serve in the U.S. military because they are:
  - incarcerated  a business entity
- f.  other (specify):

**Note**

- U.S. military status can be checked online at <https://scra.dmdc.osd.mil/>.
- If the defendant/respondent is in the military service, or their military status is unknown, the defendant/respondent is entitled to certain rights and protections under federal and state law before a default judgment can be entered.
- For more information, see <https://selfhelp.courts.ca.gov/military-defaults>.

I declare under penalty of perjury under the laws of the State of California that the foregoing item 8 is true and correct.

Date:

\_\_\_\_\_

(TYPE OR PRINT NAME)



\_\_\_\_\_

(SIGNATURE OF DECLARANT)

# **EXHIBIT      6**

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**MOORE RUDELL LLP**  
Bonita D. Moore (SBN 221479)  
bmoore@mooreruddell.com  
Howard D. Ruddell (SBN 281510)  
hruddell@mooreruddell.com  
21250 Hawthorne Blvd., Suite 500  
Torrance, CA 90503  
Telephone: (310) 792-7010  
Fax: (323) 530-1113

Attorneys for Plaintiff  
Bilal Maadarani

ELECTRONICALLY FILED  
Superior Court of California,  
County of San Diego  
11/19/2025 3:18:59 PM  
Clerk of the Superior Court  
By M. Acevedo ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO - CENTRAL**

BILAL MAADARANI, an individual,  
Plaintiff,

v.

DATRON WORLD  
COMMUNICATIONS, INC., a  
California Corporation; and DOES 1-20,  
Defendants.

Case No. 25CU062277C

**COMPLAINT FOR:**

- (1) BREACH OF CONTRACT**
- (2) FAILURE TO PAY EARNED WAGES**
- (3) FAILURE TO REIMBURSE BUSINESS EXPENSES**
- (4) WAITING TIME PENALTIES**

1 Plaintiff Bilal Maadarani (“Mr. Maadarani” or “Plaintiff”), by and through his  
2 undersigned counsel, files this complaint against defendant Datron World  
3 Communications, Inc. (“Datron” or “Defendant”) and Does 1-20.

4 **THE PARTIES**

5 1. Plaintiff is currently living in Beirut, Lebanon, at the direction of Datron.  
6 At all relevant times, Plaintiff worked for Datron, who is domiciled in San Diego County,  
7 California.

8 2. Plaintiff is informed and believes and thereon alleges that defendant Datron  
9 World Communications, Inc. is a California corporation with its principal place of  
10 business at 995 Joshua Way, Suite A, Vista, CA 92081. Datron is, and at all relevant  
11 times herein mentioned was, authorized to do business in the State of California.

12 3. The true names and capacities, whether individual, corporate, associate or  
13 otherwise, of the defendants denominated as DOES 1-20 inclusive, are unknown at this  
14 time to Plaintiff and therefore said defendants are sued by such fictitious names. Plaintiff  
15 is informed and believes and based thereon alleges that each of the fictitiously named  
16 defendants is responsible, and therefore liable, for the acts and omissions sued upon  
17 herein. Such Doe defendants, by amendment to the Complaint, may be identified as  
18 named defendants herein, when and if Plaintiff learns of their true identity.

19 **JURISDICTION, AND VENUE**

20 4. Jurisdiction is proper in this Court because Defendant is subject to  
21 jurisdiction on claims relating to its activities and wrongful conduct in California as  
22 Plaintiff’s employer, and the amount in controversy exceeds \$35,000.

23 5. Venue is proper in this judicial district pursuant to California Code of Civil  
24 Procedure § 395(a) because Datron’s headquarters is in San Diego County and the  
25 wrongful conduct occurred in San Diego County. Further, Plaintiff’s Employment  
26 Agreement states that “Any action or proceeding by either of the parties to enforce this  
27 Agreement shall be brought only in a state or federal court located in the state of  
28 California, county of San Diego.”

1           **FACTUAL ALLEGATIONS APPLICABLE TO ALL CAUSES OF ACTION**

2           6.       Mr. Maadarani was hired as Datron’s Chief Revenue Officer on October 8,  
3 2023.<sup>1</sup>

4           7.       Pursuant to the terms of his Employment Agreement, Mr. Maadarani’s  
5 “Initial Term” of employment lasted two years – until October 8, 2025 – and thereafter the  
6 Agreement automatically extends for successive periods of one year, unless either party  
7 provides written notice of its intention not to extend the Agreement.

8           8.       Mr. Maadarani was offered a signing bonus of \$525,000 (of which \$275,000  
9 remains outstanding and past due), an annual salary of \$180,000 paid no less frequently  
10 than monthly, a 1.0% commission on all direct sales, and an annual bonus based on a  
11 \$20M of booked sales eligibility threshold. In addition, Mr. Maadarani was entitled to  
12 equity awards, fringe benefits, employee benefits, and paid vacation.

13           9.       Mr. Maadarani dedicated the last two years of his life to Datron and  
14 believed strongly in Datron’s ability to succeed and grow.

15           10.      Datron – at the direction of its Chief Executive Officer Mark Schmidt and  
16 Board Members David Downing and John Ringo – has failed to pay Mr. Maadarani the  
17 compensation he has earned over the past two years and, despite multiple requests for  
18 payment to be made in full, Respondent has refused to do so.

19           11.      Mr. Maadarani is owed compensation of \$632,599.48, not including  
20 penalties, interest, and/or attorneys’ fees. The figure is broken down as follows:

- 21                   a. Unpaid signing bonus: \$275,000
- 22                   b. Unpaid salary through November 12, 2025: \$59,107.66
- 23                   c. Unpaid commissions through September 30, 2025: \$193,491.82
- 24                   d. Unreimbursed business expenses: \$20,000
- 25                   e. Unpaid fringe benefits incl. corporate car fees and moving expenses:  
26                         \$85,000

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<sup>1</sup> Plaintiff was previously the Director of Sales for Datron before it was acquired in 2023.

1 12. On October 10, 2025, Mr. Maadarani gave notice to Defendant of the breach  
2 of the Employment Agreement, and provided Defendant with 30 days to cure the material  
3 breaches. Defendant never responded to Mr. Maadarani's request.

4 13. After not hearing back from Defendant for over 30 days, Mr. Maadarani  
5 provided his notice of resignation with good reason on November 12, 2025.

6 14. Defendant has not paid Mr. Maadarani his final wages, and has not  
7 responded in any manner to Mr. Maadarani's requests to be paid his earned compensation.

8 **FIRST CAUSE OF ACTION**

9 **(Breach of Contract – Against Defendant and Does 1-20)**

10 15. Plaintiff adopts and incorporates by reference the allegations in Paragraphs  
11 1-14 as though fully set forth here.

12 16. Plaintiff began his employment with Defendant on or about October 8, 2023,  
13 and entered into a written contractual agreement effective that day. A true and correct  
14 copy of the Employment Agreement is attached hereto as Exhibit A.

15 17. At all times, Plaintiff performed his job duties and fulfilled his  
16 responsibilities pursuant to his Employment Agreement.

17 18. Pursuant to the terms of his employment, Plaintiff was entitled to a signing  
18 bonus of \$525,000 (of which \$275,000 remains outstanding and past due), an annual  
19 salary of \$180,000 paid no less frequently than monthly, a 1.0% commission on all direct  
20 sales, and an annual bonus based on a \$20M of booked sales eligibility threshold. In  
21 addition, Mr. Maadarani was entitled to equity awards, fringe benefits, employee benefits,  
22 and paid vacation.

23 19. Defendant has failed to pay Plaintiff the full compensation set forth in the  
24 Employment Agreement. As of the date of filing, Plaintiff calculates the outstanding  
25 damages to be \$632,599.48, not including penalties, interest, and/or attorneys' fees.

26 20. Plaintiff is still owed \$275,000 of his signing bonus which Defendant has  
27 failed to pay; Plaintiff is owed \$59,107.66 of unpaid salary as of November 12, 2025 that  
28 Defendant has refused to pay; Plaintiff is owed \$193,491.82 in unpaid commissions as of

1 September 30, 2025 that Defendant has refused to pay; Plaintiff is owed \$20,000 for  
2 outstanding unreimbursed business expenses; and Plaintiff is owed \$85,000 for unpaid  
3 fringe benefits.

4 21. Pursuant to Labor Code § 218.5, Plaintiff requests that the Court award  
5 Plaintiff reasonable attorneys' fees and costs incurred as a result of Defendant's breach of  
6 the Employment Agreement.

7 22. As a legal and proximate result of the wrongful conduct of Defendant as set  
8 forth herein, Plaintiff has suffered actual and consequential damages in an amount to be  
9 proved at trial.

10 **SECOND CAUSE OF ACTION**

11 **(Failure to Pay Earned Wages (Cal. Lab. Code §§ 202, 218.5, 218.6) – Against**  
12 **Defendant and Does 1-20)**

13 23. Plaintiff adopts and incorporates by reference the allegations in Paragraphs  
14 1-22 as though fully set forth here.

15 24. As set forth herein, Defendant has failed and refused to pay Plaintiff the  
16 wages owed to him as alleged herein. Plaintiff is owed the following: \$275,000 of his  
17 signing bonus which Defendant has failed to pay; \$59,107.66 of unpaid salary as of  
18 November 12, 2025 that Defendant has refused to pay; \$193,491.82 in unpaid  
19 commissions as of September 30, 2025 that Defendant has refused to pay; \$20,000 for  
20 outstanding unreimbursed business expenses; and \$85,000 for unpaid fringe benefits.

21 25. Pursuant to Labor Code section 218.5, Plaintiff requests that the Court  
22 award Plaintiff reasonable attorneys' fees and costs incurred as a result of said  
23 nonpayment of wages.

24 26. Pursuant to Labor Code section 218.6, Plaintiff requests that the Court  
25 award Plaintiff interest on all due and unpaid wages, at the legal rate specified by the Civil  
26 Code, accruing from the date the wages were due and payable.

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**THIRD CAUSE OF ACTION**

**(Failure to Reimburse Business Expenses in Violation of Cal. Lab. Code § 2802 –  
Against Defendant and Does 1-20)**

27. Plaintiff adopts and incorporates by reference the allegations in Paragraphs 1-26 as though fully set forth here.

28. Labor Code section 2802 requires employers to reimburse employees for all necessary expenditures incurred by employees in the discharge of their duties.

29. Plaintiff’s Employment Agreement Section 4.6 states that “The Executive shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business, and travel expenses incurred by the Executive in connection with the performance of the Executive’s duties hereunder in accordance with the Company’s expense reimbursement policies and procedures.”

30. Plaintiff’s Employment Agreement section 4.3 states that “During the Employment Term, the Executive shall be entitled to fringe benefits and perquisites consistent with those provided to similarly situated executives of the Company.”

31. Defendant has failed and refused to reimburse Plaintiff for expenses incurred in the discharge of his duties and submitted for reimbursement. Specifically, Defendant has failed to reimburse Plaintiff for business travel expenses and business purchases totaling \$20,000. Defendant has also failed to reimburse Plaintiff for the fringe benefits, car allowance, and costs associated with his relocation to Lebanon, totaling \$85,000.

32. Plaintiff is entitled to reimbursement of expenses, together with interest at the maximum allowed rate, and attorneys’ fees and costs of suit.

**FOURTH CAUSE OF ACTION**

**(Waiting Time Penalties, Cal. Lab. Code §§ 201, 203 – Against Defendant and Does  
1-20)**

33. Plaintiff adopts and incorporates by reference the allegations in Paragraphs 1-32 as though fully set forth here.



1           6.       For an award to Plaintiff of such other and further legal and equitable relief  
2 as the Court may deem just and proper.

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DATED: November 19, 2025

**MOORE RUDELL LLP**


By:   
\_\_\_\_\_  
Howard D. Ruddell  
Attorneys for Plaintiff Bilal Maadarani

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands trial by jury.

DATED: November 19, 2025

**MOORE RUDELL LLP**

By:   
\_\_\_\_\_  
Howard D. Ruddell  
Attorneys for Plaintiff Bilal Maadarani

# EXHIBIT A

## Employment Agreement

This Employment Agreement (the “**Agreement**”) is made and entered into as of October 8, 2023, by and between Bilal Maadarani (the “**Executive**”) resident at [REDACTED], and Datron World Communications, Inc., a corporation organized under the laws of the State of California, with an address at 995 Joshua Way, Suite A, Vista, California 92081 (the “**Company**”, and together with affiliates of the Company, the “**Company Group**”).

WHEREAS, the Executive has been an employee of the Company and the Company desires to continue to employ the Executive on the terms and conditions set forth herein; and

WHEREAS, the Executive desires to be employed by the Company and provide services to the Company Group on such terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, the parties agree as follows:

1. Term. Subject to Section 5 of this Agreement, the Executive’s initial term of employment hereunder shall be from the period beginning on October 8, 2023 (the “**Effective Date**”); provided that for all purposes where tenure with the Company is considered, the Executive shall be deemed to have been in the continuous employ of the Company since August 18, 2008. Unless earlier terminated as provided herein, Executive’s initial employment term will be for a period of two (2) years (the “**Initial Term**”); and thereafter the Agreement shall be deemed to be automatically extended, upon the same terms and conditions, for successive periods of one year, unless either party provides written notice of its intention not to extend the term at least 30 days prior to any anniversary of the Effective Date falling on or after the second anniversary of the Effective Date. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the “**Employment Term**.”

2. Position and Duties.

2.1 Position. During the Employment Term, the Executive shall serve as the Chief Revenue Officer of the Company Group, reporting to the Chief Executive Officer (the “**CEO**”) of the Company’s parent company, Cyberlux Corporation, a corporation organized under the laws of the State of Nevada, with an address at 800 Park Offices Drive, Suite 3209, Research Triangle Park, NC 27709 (“**Cyberlux**”). In such position, the Executive shall have such duties, authority, and responsibilities at the Company Group as are established from time to time by the CEO, consistent with the Executive’s position.

2.2 Duties. During the Employment Term, the Executive shall devote all of the Executive’s business time and attention to the performance of the Executive’s duties hereunder and will not engage in any other business, profession, or occupation for compensation or otherwise, without the prior written consent of the CEO.

3. Place of Performance. The principal place of Executive’s employment shall be in the Company’s headquarters currently located at the address set forth above in Vista, California. The Executive may work remotely from the Executive’s residence in the United States; provided that

if such residence is outside San Diego County, the Executive shall provide no less than 30 days prior written notice of the anticipated work location. If permitting the Executive to work from such location would require business license registration of the Company, or tax reporting by the Company, the Executive shall be responsible for additional costs associated therewith. Subject to any health or safety concerns related to the COVID-19 pandemic or other similar extraordinary circumstances, unless mutually agreed between the Executive and the CEO, the Executive shall be required to spend on average two days per week in the office, when not travelling for the benefit of the Company Group. The Executive may be required to travel extensively on Company Group business during the Employment Term. The place of performance of this Agreement may be changed from time to time upon the mutual agreement of the Executive and the Company. The Executive hereby consents to the principal place of performance hereunder being changed to a location in Florida.

4. Compensation.

4.1 Signing Bonus. In recognition of the Executive's willingness to commit to a two-year Initial Term, the Company shall pay the Executive a one-time bonus in the amount of \$525,000.00, payable during the month of October, 2023 (the "**Signing Bonus**"). The Executive understands and agrees that the Signing Bonus is directly related to his undertaking to remain with the Company for the Initial Term, and is therefore subject to clawback in the event of the Executive's termination during the Initial Term for Cause, or without Good Reason (each as defined below).

4.2 Base Salary. The Company shall pay the Executive an annual rate of base salary of U.S.\$180,000.00 in periodic installments in accordance with the Company's customary payroll practices and applicable wage payment laws, but no less frequently than monthly. The Executive's annual base salary, as in effect from time to time, is hereinafter referred to as "**Base Salary**." The Base Salary shall be paid net of any income and payroll taxes to which such Base Salary is subject, and shall be paid by check denominated in U.S. dollars or deposited into an account of the Executive maintained with a U.S. National Association bank.

4.3 Commission. Commission shall be earned when sales are "booked" but shall be subject to clawback to the extent such sales are not effected within 365 days of the date booked.

(a) For each sale of Company Group products (the "**Product**") sold the Company shall pay the Executive a percentage commission on the Adjusted Commissionable Sales Amount (as defined below) according to the Schedule of Commissions set forth in Exhibit A hereto. For purposes hereof "**Adjusted Commissionable Sales Amount**" shall mean the net sales price for each sale of a Product, meaning the gross sale price for such Product, minus the sum of (i) the cost of production of such Product, including any development costs allocated thereto, (ii) the sales price of each Product unit returned to any Company Group member for credit and the related costs of returning such Product to such company, (iii) discounts to customers, (iv) freight and transportation costs (including insurance), (v) taxes, tariffs and duties related to the sale of the Products and (vi) installation and service charges.

(b) Commissions will not be earned in respect of training, engineering services, repair or warranty orders or any order the Adjusted Commissionable Sales Amount of which is (i) less than US\$5,001.00 or (ii) less than 25% of the gross sale price of such product. In addition, "House Accounts" and unfunded orders shall not be eligible for commission. No commissions shall be earned in respect of any booked order that was not previously included in the Company Group's CRM funnel or forecast prior to booking will not be eligible. Any exceptions to the limitations set forth in the immediately preceding three sentences shall be in the sole discretion of applicable member of the Company Group and shall require the approval the CEO, and the acknowledgement of the Executive.

(c) The Company Group reserves the right to designate specific accounts or sales opportunities as "Strategic Accounts" or "House Accounts". Commission rates in respect of such accounts shall be determined in the sole discretion of the applicable member of the Company Group and will be identified in writing. Any commission to be paid in respect of any Strategic Account shall require the approval the CEO, and the acknowledgement of the Executive.

(d) Earned commissions shall be payable to the Executive on the following schedule:

(i) 50% no later than second payroll period of the fiscal month following 90 days after the original booking date; and

(ii) 50% on the second payroll of the fiscal moth following 240 days after the original booking date; provided that,

(iii) In respect of orders with an Adjusted Commissionable Sales Amount in excess of US\$5,000,000.00, the first 50% shall be payable at the election of the Company in equal instalments on the normal payroll dates for a period not to exceed five (5) months, and commencing no later than the second payroll period of the month following 180 days after original booking date; and

(iv) the balance of such commission will be paid pro-rata to amounts received by the applicable member of the Company Group from the applicable customer, until the applicable commission is paid in full (i.e. if the customer pays US\$100,000.00, and the applicable Adjusted Commissionable Sales Amount thereof is \$60,000.00, and the Executive's commission rate in respect of such sale is 1%, the Company shall pay US\$600.00 to the Executive) in the second normal payroll period following receipt thereof by the applicable member of the Company Group.

Notwithstanding the foregoing, the Company and the Executive may mutually agree to alternative commission payment schedules in respect of any order or any customer.

#### 4.1 Annual Bonus.

(a) The Executive shall be eligible to receive an annual bonus (the “**Annual Bonus**”). However, the decision to provide any Annual Bonus and the amount and terms of any Annual Bonus shall be in the sole and absolute discretion of the CEO, in consultation with the Company and other members of the Company Group (collectively, the “**Compensation Committee**”). To the extent that Cyberlux or the Company establishes a compensation committee of the board of directors of such Company, such committee, together with the CEO (if not a member thereof) shall for purposes hereof be the “**Compensation Committee**”). Each year an eligibility threshold shall be set by the Compensation Committee. For 2023, the Executive’s Annual Bonus eligibility threshold is set at \$20,000,000.00 of booked sales.

(b) In order to be eligible to receive an Annual Bonus, the Executive must be employed by the Company on the date that Annual Bonuses are paid by the Company.

4.2 Equity Awards. During the Employment Term, the Executive shall be eligible to participate in any employee or executive equity awards program, subject to the terms of the applicable plan, as determined by the Board or the Compensation Committee, in its discretion.

4.3 Fringe Benefits and Perquisites. During the Employment Term, the Executive shall be entitled to fringe benefits and perquisites consistent with those provided to similarly situated executives of the Company.

4.4 Employee Benefits. During the Employment Term, the Executive shall be entitled to participate in all employee benefit plans, practices, and programs maintained by the Company, as in effect from time to time (collectively, “**Employee Benefit Plans**”) to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans. The Company reserves the right to amend or terminate any Employee Benefit Plans at any time in its sole discretion, subject to the terms of such Employee Benefit Plan and applicable law.

4.5 Vacation; Paid Time Off. During the Employment Term, the Executive shall be entitled to [ten (10)] of paid vacation days per calendar year (prorated for partial years) in accordance with the Company’s vacation policies, as in effect from time to time. The Executive shall receive other paid time off in accordance with the Company’s policies for executive officers as such policies may exist from time to time and as required by applicable law.

4.6 Business Expenses. The Executive shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business, and travel expenses incurred by the Executive in connection with the performance of the Executive’s duties hereunder in accordance with the Company’s expense reimbursement policies and procedures.

4.7 Indemnification. The Company shall indemnify and hold the Executive harmless as contemplated by the Company’s bylaws for acts and omissions in the Executive’s capacity as an officer, director, or employee of the Company.

4.8 Clawback Provisions. Any amounts payable under this Agreement are subject to the provisions of this Agreement, and any policy (whether in existence as of the Effective Date or later adopted) established by the Company providing for clawback or recovery of amounts that were paid to the Executive. The Compensation Committee will make any determination for clawback or recovery in its sole discretion and in accordance with any applicable law or regulation.

5. Termination of Employment. The Employment Term and the Executive's employment hereunder may be terminated by either the Company or the Executive at any time and for any reason or for no particular reason; provided that, unless otherwise provided herein, either party shall be required to give the other party at least thirty (30) days advance written notice (the "**Notice Term**") of any termination of the Executive's employment; provided further that, at the discretion of the Company, the Executive may be prohibited from representing the Company or any other member of the Company Group in any capacity or having access to any Company Group property during the Notice Term. Upon termination of the Executive's employment during the Employment Term, the Executive shall be entitled to the compensation and benefits described in this Section 5 and shall have no further rights to any compensation or any other benefits from the Company or any of its affiliates.

5.1 Upon or After the Expiration of the Initial Term; For Cause or Without Good Reason.

(a) The Executive's employment hereunder may be terminated (x) by the Company (A) upon or after the expiration of the Initial Term or (B) for Cause at any time, or (y) by the Executive (A) without Good Reason at any time or (B) with Good Reason on or after the expiration of the Initial Term, and the Executive shall be entitled to receive:

(i) any accrued but unpaid Base Salary, earned commission (i.e. on sales booked prior to termination), and accrued but unused vacation which shall be paid in accordance with the Company's customary payroll procedures; provided that the Company may accelerate the payment of commission, in its sole discretion;

(ii) reimbursement for unreimbursed business expenses properly incurred by the Executive, which shall be subject to and paid in accordance with the Company's expense reimbursement policy; and

(iii) such employee benefits (including equity compensation), if any, to which the Executive may be entitled under the Company's employee benefit plans as of the date of the Executive's termination; provided that, in no event shall the Executive be entitled to any payments in the nature of severance or termination payments except as specifically provided herein.

Items 5.1(a)(i) through 5.1(a)(iii) are referred to herein collectively as the "**Accrued Amounts.**"

(b) For purposes of this Agreement, "**Cause**" shall mean:

(i) the Executive's failure to perform the Executive's duties (other than any such failure resulting from incapacity due to physical or mental illness);

(ii) the Executive's failure to comply with any valid and legal directive of the CEO, the board of directors of the Company or the board of directors of Cyberlux;

(iii) the Executive's engagement in dishonesty, illegal conduct, or misconduct, which is, or reasonably could be expected to be, injurious to the Company or any of its affiliates;

(iv) the Executive's embezzlement, misappropriation, or fraud, whether or not related to the Executive's employment with the Company;

(v) the Executive's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude;

(vi) the Executive's violation of the Company's or Company Group's written policies or codes of conduct, including written policies related to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct;

(vii) the Executive's material breach of any obligation under this Agreement or any other written agreement between the Executive and any member of the Company Group; or

(viii) the Executive's engagement in conduct that brings or is reasonably likely to bring the Company or any of its affiliates, or their respective officers or directors negative publicity or into public disgrace, embarrassment, or disrepute.

(c) For purposes of this Agreement, "**Good Reason**" shall mean the occurrence of any of the following, in each case during the Employment Term without the Executive's prior written consent:

(i) a reduction in the Executive's Base Salary other than a general reduction in Base Salary that affects all similarly situated executives in substantially the same proportions;

(ii) a relocation of the Executive's principal place of employment by more than [1,000] miles from either Vista, California or Florida (it being understood that the relocation of the Company headquarters to Florida is under consideration, and the place of performance in Florida is consented to by the Executive);

(iii) any material breach by the Company of any material provision of this Agreement or any material provision of any other agreement between the Executive and any member of the Company Group; or

(iv) a material, adverse change in the Executive's authority, duties, or responsibilities (other than temporarily or as required by applicable law).

To terminate the Executive's employment for Good Reason, the Executive must provide written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within ten (10) days of the initial existence of such grounds and the Company must have at least thirty (30) days from the date on which such notice is provided to cure such circumstances. If the Executive does not terminate the Executive's employment for Good Reason within thirty (30) days after the first occurrence of the applicable grounds, then the Executive will be deemed to have waived the Executive's right to terminate for Good Reason with respect to such grounds.

5.2 Prior to the End of the Initial Term Without Cause or for Good Reason. The Employment Term and the Executive's employment hereunder may be terminated prior to the end of the Initial Term (x) by the Executive for Good Reason or (y) by the Company without Cause. In the event of such termination, subject to the Executive's compliance with Section 6 of this Agreement and the agreements referenced therein and the Executive's execution, within 45 days following receipt, of a release of claims in favor of the Company, its affiliates and their respective officers and directors in a form provided by the Company (the "**Release**", and such 45-day period, the "**Release Execution Period**"), and the Release becoming effective according to its terms:

(a) The Executive shall be entitled to receive:

(i) The Accrued Amounts as set forth above, plus

(ii) Equal installment payments payable in accordance with the Company's normal payroll practices, but no less frequently than monthly, which are in the aggregate equal to [50%] of the Base Salary calculated for the period between the termination date and the final day of the Initial Term; payable over the course of time nearly as possible equal to [50%] of the remaining period of the Initial Term.

(b) The treatment of any outstanding equity awards shall be determined in accordance with the terms of the plan pursuant to which any such award is granted, and the applicable award agreements.

5.3 Prior to the End of the Initial Term with Cause or Without Good Reason. The Employment Term and the Executive's employment hereunder may be terminated prior to the end of the Initial Term (x) by the Executive without Good Reason or (y) by the Company with Cause. In the event of such termination:

(a) The Executive shall be entitled to receive the Accrued Amounts set forth above.

(b) The Executive shall be required to pay to the Company that amount obtained by multiplying \$525,000 by the number obtained by dividing (x) the number of days remaining in the Initial Term by (y); 731 :

(c) The treatment of any outstanding equity awards shall be determined in accordance with the terms of the plan pursuant to which any such award is granted, and the applicable award agreements.

#### 5.4 Death or Disability.

(a) The Executive's employment hereunder shall terminate automatically upon the Executive's death during the Employment Term, and the Company may terminate the Executive's employment on account of the Executive's Disability.

(b) If the Executive's employment is terminated during the Employment Term on account of the Executive's death or Disability, the Executive (or the Executive's estate and/or beneficiaries, as the case may be) shall be entitled to receive the Accrued Amounts. Notwithstanding any other provision contained herein, all payments made in connection with the Executive's Disability shall be provided in a manner which is consistent with applicable law.

(c) For purposes of this Agreement, "**Disability**" shall mean the Executive's inability, due to physical or mental incapacity, to perform the essential functions of the Executive's job, with or without reasonable accommodation, for one hundred eighty (180) days out of any three hundred sixty-five (365) day period or one hundred twenty (120) consecutive days. Any question as to the existence of the Executive's Disability as to which the Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Executive and the Company. The determination of Disability made in writing to the Company and the Executive shall be final and conclusive for all purposes of this Agreement.

5.5 Notice of Termination. Any termination of the Executive's employment hereunder by the Company or by the Executive during the Employment Term (other than termination pursuant to Section 5.4(a) on account of the Executive's death) shall be communicated by written notice of termination ("**Notice of Termination**") to the other party hereto in accordance with Section 16. The Notice of Termination shall specify:

(a) the termination provision of this Agreement relied upon;

(b) to the extent applicable, the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated; and

(c) the applicable date of termination, which shall be no less than thirty (30) days following the date on which the Notice of Termination is delivered if the Company terminates the Executive's employment without Cause; provided that, the Company shall have the option to provide the Executive with a lump sum payment in lieu of such notice.

5.6 Resignation of All Other Positions. Upon termination of the Executive's employment hereunder for any reason, the Executive shall be deemed to have resigned from all positions that the Executive holds as an officer or member of the Board (or a committee thereof) of the Company and any of its affiliates.

6. Confidential Information and Restrictive Covenants. As a condition of the Executive's continued employment with the Company:

(a) *Ownership of Intellectual Property.* The Executive acknowledges and agrees that (a) as between the Company Group and the Executive, the Company (or one of its affiliates, as applicable) owns all interests in any patents, trademarks, copyrights, domain names, works of authorship, trade secrets, or any other intellectual property (collectively, "**Intellectual Property**") in or in respect of the Products and (b) the Executive shall not acquire any ownership of Intellectual Property owned by or licensed to the Company or any of its affiliates, under this Agreement. Representative shall use the Company's Intellectual Property solely for the purposes of performing its obligations under this Agreement. All developments, inventions and other things in which intellectual property rights may be asserted, developed by, or with input from the Executive during the Employment Term, are solely the Intellectual Property rights of the Company (to be used, transferred, licensed or otherwise exploited or not exploited by the Company in its sole discretion).

(b) *Non-Disclosure Obligation.* The Executive affirms that (i) prior to the Effective Date, he has, and (ii) on and after the Effective Date (both during the Employment Term and thereafter) he agrees that he will, treat as confidential and secret all information, discoveries, customer lists, trade secrets, documents, bids, proposals, contracts, marketing plans and strategies, computer software, proprietary computer hardware, pricing, pricing policies, financial information, and other information and data made available to him during or prior to the Employment Term that has not become public information, and that it will not, directly or indirectly, make known, divulge or use any such information, discovery, secret, document, plan, policy, or data, other than in accordance with this Agreement or as required by law. The Executive affirms that (i) prior to the Effective Date, he has, and (ii) on and after the Effective Date (both during the Employment Term and thereafter) he agrees that he will comply with all Confidential Information and similar policies of the Company as in effect from time to time.

(c) *Injunctive Relief Availability.* Notwithstanding the "Arbitration of Disputes" Section of this Agreement, in the event of a breach or threatened breach by the Executive of the provisions of this Section, the Company shall be entitled to an injunction restraining the Executive from disclosing, in whole or in part, the

confidential information identified in this Section, or from rendering any services to any person, firm, corporation, association or other entity to whom such confidential information, in whole or in part, has been disclosed or is threatened to be disclosed. Nothing herein shall be construed as prohibiting any member of the Company Group from pursuing any other remedies available to such company for such breach or threatened breach, including the recovery of damages from the Executive.

(d) *Further Assurances; Power of Attorney.* During and after the Employment Term, the Executive agrees to reasonably cooperate with the Company to (i) apply for, obtain, perfect, and transfer to the Company, any of its affiliates, or such person's designee all Intellectual Property rights in any jurisdiction in the world; and (ii) maintain, protect, and enforce the same, including, without limitation, executing and delivering to Company, such affiliate, or designee any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as shall be requested by the Company. The Executive hereby irrevocably grants the Company a power of attorney to execute and deliver any such documents on the Executive's behalf in the Executive's name and to do all other lawfully permitted acts to transfer any and all work product to the Company, its affiliate or designee, and further the transfer, issuance, prosecution, and maintenance of all Intellectual Property rights therein, to the full extent permitted by law, if the Executive does not promptly cooperate with the Company's request (without limiting the rights the Company or its affiliate shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be impacted by the Executive's subsequent incapacity.

7. Arbitration. Any dispute, controversy, or claim arising out of or related to the Executive's employment by the Company, or termination of employment, including but not limited to claims arising under or related to this Agreement or any breach of this Agreement, and any alleged violation of federal, state, or local statute, regulation, common law, or public policy, shall be submitted to and decided by binding arbitration. Arbitration shall be administered exclusively by JAMS and shall be conducted in Vista, California, consistent with the rules of JAMS in effect at the time the arbitration is commenced. Notwithstanding the foregoing, at the sole discretion of the Company, if the Company moves its headquarters to a location in Florida, the Company may designate the place of such arbitration within the State of Florida. The parties hereto waive all rights to have their disputes heard or decided by a jury or in a court trial and the right to pursue any class or collective action or representative claims against each other in court, arbitration, or any other proceeding. Any arbitral award determination shall be final and binding upon the parties.

8. Governing Law, Jurisdiction, and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of California without regard to conflicts of law principles. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in a state or federal court located in the state of California, county of San Diego. Notwithstanding the foregoing, at the sole discretion of the Company, if the Company moves its headquarters to a location in Florida, the Company may designate the courts located in the Florida county where the headquarters are then located as the appropriate venue in which to seek enforcement hereof. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the

defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

9. Entire Agreement. Unless specifically provided herein, this Agreement, together with the contains all of the understandings and representations between the Executive and the Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

10. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Executive and the Company, and approved by the CEO. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time.

11. Severability. Should any provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

12. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

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

14. Section 409A.

(a) *General Compliance.* This Agreement is intended to comply with Section 409A or an exemption thereunder and shall be construed and administered in accordance with such intent. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any nonqualified deferred compensation payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other

expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

(b) *Specified Employees.* Notwithstanding any other provision of this Agreement, if any payment or benefit provided to the Executive in connection with the Executive's termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Executive is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the date of the Executive's termination or, if earlier, on the Executive's death (the "**Specified Employee Payment Date**"). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to the Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

(c) *Reimbursements.* To the extent required by Section 409A, each reimbursement or in-kind benefit provided under this Agreement shall be provided in accordance with the following:

- (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year;
- (ii) any reimbursement of an eligible expense shall be paid to the Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred; and
- (iii) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit.

15. Successors and Assigns. This Agreement is personal to the Executive and shall not be assigned by the Executive. Any purported assignment by the Executive shall be null and void from the initial date of the purported assignment. The Company may assign this Agreement to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company. This Agreement shall inure to the benefit of the Company and permitted successors and assigns.

16. Notice. Notices and all other communications provided for in this Agreement shall be given in writing by personal delivery, electronic delivery, or by registered mail to the parties at the addresses set forth in the first paragraph hereof (or such other addresses as specified by the parties by like notice).

17. Representations of the Executive. The Executive represents and warrants to the Company that:

The Executive's acceptance of continued employment with the Company and the performance of the Executive's duties hereunder will not conflict with or result in a violation of, a breach of, or a default under any contract, agreement, or understanding to which the Executive is a party or is otherwise bound.

The Executive's acceptance of employment with the Company and the performance of the Executive's duties hereunder will not violate any non-solicitation, non-competition, or other similar covenant or agreement of a prior employer or third-party.

18. Withholding. The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

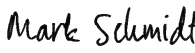
19. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

20. Acknowledgement of Full Understanding. THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT THE EXECUTIVE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT THE EXECUTIVE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF THE EXECUTIVE'S CHOICE BEFORE SIGNING THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

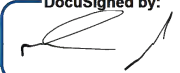
DATRON WORLD COMMUNICATIONS,  
INC.

DocuSigned by:  
By:   
CB9EE73498DE446...

Name: Mark Schmidt

Title: CEO

BILAL MAADARANI

Signature:   
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## Exhibit A

**Schedule of Commissions**

<b>Sale Type</b>	<b>Commission Percentage</b>
Direct - regional	1.00%
FMS - regional	1.00%
Bookings by Other Sales Director(s)	0.50%

**Commission Splits**

Orders booked in one region and delivered to another region (cross regional orders) will earn an equal revenue split between Sales Directors unless an alternative arrangement is mutually agreed to by the Sales Directors themselves, or others determined in writing by the CEO, in his sole discretion.

**Advances on Commission Earned**

There will be no advances on earned commissions. The payment schedule for commissions is set forth in the Agreement to which this schedule is an exhibit.

**Restructuring of Regions / Creation of New Regions**

At times, business conditions may require sales regions to be restructured or new sales regions to be created. The Sales Director relinquishing territory must identify prospects in writing to the CEO prior to the change of territory. After the effective date of the restructuring, commissions will be split between the respective Sales Directors as follows:

<b>Booking of Order</b>	<b>Previous Sales Director % of Net Commission</b>	<b>New Sales Director % of Net Commission</b>
1 - 30 Days	100%	0%
31 - 90 Days	75%	25%
91 - 180 Days	50%	50%
180+ Days	0%	100%

For any order booked within 90 days of the date of restructuring, but not previously identified by the Sales Director relinquishing territory, a 50% commission split will be earned. New orders previously unidentified and booked after 90 days of the date of restructuring will be earned by the new Sales Director 100%.