

EXHIBIT 31



First Amendment

This First Amendment (the “**Amendment Agreement**”), dated May 4, 2023, amends the Teaming Agreement (the “**Existing Agreement**”), executed on October 3, 2022, between Fairwinds Technologies LLC (“Company”) and Cyberlux Corporation (“Cyberlux”).

Background

1. The parties entered into the Existing Agreement.
2. The parties wish to make certain changes to the Existing Agreement to reflect the developments in the nature of the deal.

Accordingly, the parties agree as follows:

- 1) **Amendments.** The Existing Agreement is amended as follows below.
 - 1.1) Paragraph 4 of the Existing Agreement, which deals with submissions to the Government, is amended by inserting the words “for which Fairwinds is acting as mutually agreed upon either Prime or Reseller to” immediately after the word “Government” at the end of the sentence.
 - 1.2) Paragraph 8 of the Existing Agreement, which specifies the level of exclusivity of the deal, is amended by deleting it in its entirety and inserting in its place the following:

“Exclusive Agreement. This is an exclusive agreement, meaning that Fairwinds shall only support Cyberlux, and none of Cyberlux’ competitors on the capture of this Ukrainian Government drone request for 1000 Model-K8 drones and any continuation orders and derivative drone orders, and Cyberlux shall not enter into any agreements that would prohibit it from meeting the obligations promised to Fairwinds, should an award be made to Cyberlux for the support of Ukrainian drone

services, except that Cyberlux can enter in any agreements necessary should Fairwinds not be in a position to offer mutually agreed prime or reseller services. Should this occur, Fairwinds is entitled to 8% of the Contract value for up to a total cumulative number of 1000 drone units, as defined in the amended Exhibit A – Statement of Work.”

1.3) Exhibit A of the Existing Agreement, which specifies the payment to Fairwinds if the drones were sold through a party other than Fairwinds, is amended by deleting “10%” and inserting in its place “8%.” Also, replacing in the same sentence the words “1000 variants” with “a total of 1000 units from the total cumulative awarded units.”

- 2) **Continuation of Existing Agreement.** Except for the amendments made in this Amendment Agreement, every aspect of the Existing Agreement remains unchanged and in full effect.
- 3) **Merger.** This Amendment Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Amendment Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matter contained in this Amendment Agreement are expressly merged into and superseded by this Amendment Agreement.
- 4) **Governing Law.** The laws of the state of Delaware (without giving effect to its conflicts of law principles) govern all matters arising under and relating to this Amendment Agreement, including torts.
- 5) **Counterparts.** The parties may execute this Amendment Agreement in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

To evidence the parties’ agreement to this Amendment Agreement, they have signed, executed, and delivered it as shown below.

Fairwinds Technologies LLC

Signature: *Amber Hutchinson*

_____ By:

Amber Hutchinson

Title: IDIQ Director

Date: 6/6/2023

Cyberlux Corporation

Signature: *Mark D. Schmidt*

By: Mark Schmidt

Title: President & CEO

Date: 06/06/2023

**STRATEGIC BUSINESS DEVELOPMENT, SERVICE AND SUPPLY
TEAMING AGREEMENT**

Relating To

**IDENTIFICATION AND QUALIFICATION OF BUSINESS
OPPORTUNITIES, SUPPORT OF BUSINESS DEVELOPMENT, AND
SOLUTIONS DELIVERY**

Between

FAIRWINDS TECHNOLOGIES LLC

And

CYBERLUX CORPORATION

This Strategic Business Development, Service, and Supply Teaming Agreement, and all attached appendices, hereinafter referred to as the (“Agreement”), dated May 4, 2023 is entered into and made between Fairwinds Technologies LLC, a Delaware limited liability company (“Fairwinds”), with an address of 920 Melvin Road, Annapolis MD 21403, and Cyberlux Corporation, existing under the laws of Nevada (hereinafter referred to as “Cyberlux”), with offices located at 800 Park Offices Drive, Suite 3209, Research Triangle, NC 27709. Both Fairwinds and Cyberlux are hereinafter also referred to individually and collectively as “Party”, or “Parties” respectively.

RECITALS

WHEREAS, Fairwinds is a US-based technology company that is actively engaged in military sales around the world through a variety of relationships, including the DSCA, USASAC, DLA COCOM’s, and embassies, and

WHEREAS, Cyberlux has a substantial product portfolio of drone technology, and wishes to grow their portfolio and sales opportunities through military and private contracts, and

WHEREAS, the Parties, have previously entered into a Teaming Agreement executed on 10/3/2022, that established the following business relationship:

1. Cyberlux has received an initial request from the Armed Forces of Ukraine for one thousand (1000) Model K-8 Aircraft valued at a total of \$38,704,000.00. Fairwinds has agreed to assist in securing a US government contract vehicle for the shipment of these and follow up drone requests.
2. In the event that the US Government or International Donation Coordination Center requires direct contract, or orders via another prime contract vehicle where Fairwinds is not acting as Reseller, then Cyberlux shall pay Fairwinds 8% of the contract value in lieu of the resulting award, up to 1000 K-8 variants.

WHEREAS, the Parties wish to expand their relationship in an effort to secure new business opportunities, new sales opportunities, improve upon their existing products and services, and collaboratively develop new products and services, and

WHEREAS, the parties may evaluate forming a joint venture or other business structure to pursue the design and development of the Next Generation Radio Technology and Products.

WHEREAS, the Parties intend to collaboratively pursue Drone Technology opportunities, current Generation Communication Product opportunities, Next Generation Radio Design and Product opportunities, and any other new business opportunities contemplated by the Parties, and

WHEREAS, the Parties intend to collaborate on a ‘Best Efforts, Exclusive, Right of First Refusal’ basis where each Party shall endeavor with best efforts to work exclusively with the other, where opportunities are offered by each Party to jointly pursue, with each Party providing the other the first opportunity to collaborate and pursue the specific opportunity, which can be refused by the other party after evaluation by either for strategic fit, and

WHEREAS, Section 6.1 of the Teaming Agreement executed on 10/3/2022 between the Parties sets forth an expiration upon notice by the US government of the final rejection of the proposal or an award of the contract to a firm other than Fairwinds, and

WHEREAS, where the Parties now wish to enter into this Strategic Business Development, Service, and Supply Teaming Agreement.

Now Therefore, the Parties acknowledge consideration in the form of the mutual covenants and promises set forth herein, and agree to be governed under the following terms:

1. **Term length of Agreement.** This Agreement, including any and all appendices, shall be effective upon the date of the signature of the last signing Party. Both Parties agree that the goals of this Agreement include future opportunities that lack a specific end date at this time. This Agreement shall therefore be in force until its valid termination as set forth below.

2. **Terminating the Agreement.** This agreement may be terminated by either Party at any time for any reason by giving no less than thirty (30) days written notice to the other.

2.1 In the event of termination, all outstanding fees owed from one party to the other for previously or substantially completed and delivered opportunities worked on under this agreement shall be paid within thirty (30) days of the receipt of such payment from said opportunity.

3. **Responsibilities and Rights.**

3.1 Under this agreement, both Parties shall seek to secure sales opportunities documented by additional agreements for specific opportunities and orders.

3.2 .There are no exclusive agreements or arrangements except for the following:

3.2.1 Where Fairwinds is already a dealer or representative of items used in Cyberlux drone products , Fairwinds has the exclusive right of first refusal for supplying those items to Cyberlux. Fairwinds shall also have the exclusive right of first refusal for supplying any DTC (Domo Tactical) product, and Agile 5G radio card technology. Despite the previous sentence, if Cyberlux and Agile enter into any agreement that results in any merger, acquisition, shared ownership, or ownership exchange between the two companies, then Fairwinds shall no longer have the exclusive right of first refusal for supplying Agile 5G radio card technology to Cyberlux.

3.2.2 Cyberlux has the exclusive right of first refusal for supplying drone platform types that are manufactured by Cyberlux to Fairwinds. If Cyberlux does not currently manufacture or have the ability to manufacture a specific drone platform type (Non-Cyberlux Drone) that is needed by Fairwinds, then Cyberlux has the right of first refusal to supply the Non Cyberlux Drone to Fairwinds at the same competitive pricing.

3.3 In accordance with section 5.1 of the Agreement and the existing Teaming Agreement between the parties, if the US Government requires Cyberlux to execute K-8 Drone sales through an entity other than Fairwinds, then Cyberlux shall pay to Fairwinds a fee of 8% of the first 1000 K-8 variant Drones that are sold as consideration for the consulting services and business support that has been provided.

3.4 Further details on the responsibilities and roles of each party are contained in the attached Appendix A

4. **Compensation/Payment.** Other than paragraph 4.1, all payment and compensation terms are included either within the attached Appendix A, or within the individual agreements drafted for future specific opportunities.

4.1 **Invoicing and Payment Schedule.** Except as otherwise agreed to in writing, any amount owed by one Party to the other in relation to this agreement, or any subsequent contract awards resulting from this Agreement, shall be paid within thirty (30) days of receipt of funds.

5. **Relationship of the Parties.** The Parties shall act as independent contractors and the employees of one shall not be deemed employees of the other. This agreement shall not constitute or create a joint venture, partnership, or formal business organization of any kind. Neither party shall impose or create any obligation or responsibility, express or implied, or make any promises, representations, or warranties on behalf of the other party other than as expressly provided herein.

5.1 **Bona Fide Commercial Selling Agency.** Pursuant to the Teaming Agreement between the parties, executed 10/3/2022, Fairwinds continues to support Cyberlux as a *bona fide* commercial selling agency in accordance with FAR 52.203-5. Fairwinds is contracted by Cyberlux in accordance with federal law.

5.1.1 No fees paid to Fairwinds by Cyberlux are inequitable or exorbitant when compared to the services performed. The fees are considered customary for similar services related to commercial business.

5.1.2 Fairwinds has adequate knowledge of Cyberlux' product and business, as well as the other necessary qualifications to sell the products or services on their merits.

5.1.3 Cyberlux and Fairwinds have a continuing relationship and are involved in projects other than the sale of the aforementioned original 1000 K-8 Drones.

5.1.4 Fairwinds is a regular and well-established business that has existed for 8 years doing business as a commercial selling agency, contractor, business consultant, and government relations specialist.

5.1.2 Fairwinds agrees that, in the performance of the services contemplated by the Agreement, it shall neither exert nor propose to exert improper influence, as the term is defined in FAR 52.203-5.

5.1.3 The support and services provided by Fairwinds in Cyberlux' contract negotiations with US Government prime contractors or United States Contracting Officers include but are not limited to:

- a) Reviewing and providing input to contract drafts.

- b) Reviewing of FAR/DFAR flow downs.
- c) Reviewing of commercial Terms and Conditions.
- d) Providing consultation services through subject matter experts that include Fairwinds officers and employees with over 100 years combined commercial acquisition experience and former Government employees with acquisition training and certification during their Government civilian careers.

6. **Confidentiality/Proprietary Information.** The Parties anticipate that the performance of this Agreement may require them to disclose to each other information of a proprietary nature. Therefore, as an integral part of this Agreement, the Parties agree to the following:

6.1 For the duration of this Agreement and the three (3) years immediately following its termination, each party shall keep and procure to be kept secret and confidential all secret or confidential commercial, financial, and technical information, know how, trade secrets, inventions, computer software, and other information whatsoever and in whatever form or medium, whether disclosed orally or in writing, together with all reproductions in whatsoever form and any part or parts of it “confidential information” which relates to either party. This Agreement and its contents are confidential and proprietary.

7. **Intellectual Property Rights.** Both Parties acknowledge that all title, rights, and ownership of any intellectual property disclosed during this agreement shall always remain with the disclosing party.

7.1 Both Parties grant the other a perpetual, irrevocable, worldwide, royalty-free, license-free, license to use, modify, further develop, adapt, exploit, and commercialize any of the Intellectual Property of the other only to the extent that such a license is necessary for the other to fully perform its obligations and role under this document or any future agreements stemming from this document.

7.2 Both Parties agree that the other’s Intellectual Property shall not be used in any resulting product solution unless approved by both Parties in writing.

7.3 Except as expressly authorized herein or in writing, neither party shall attempt to reverse engineer, analyze or disassemble, or cause to be reverse engineered, analyzed or disassembled any product, formulation, process technology, sample or other technology provided by the other party, either directly or indirectly. Likewise, neither party shall provide a sample of any product or technology provided to them by the other party to any third party or entity, including but not limited to, any type of lab facility.

8. **Assignment.** Neither party shall transfer or assign its rights or obligations under this Agreement without written permission of the other Party.
9. **Liability.** To the extent permitted by law, neither party shall be liable in contract, tort or otherwise, whatever the cause thereof, for any loss of profit, business or goodwill or any indirect, special, consequential, incidental or punitive costs, damages or expenses of any kind arising in connection with this Agreement, unless caused by gross negligence or intentional misconduct of the party. Parties agree to undergo reasonable efforts to mitigate any loss suffered by them. Neither party shall be liable to the other for damages due to Force Majeure as defined below.
10. **Force Majeure.** Neither Party shall be in default of this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations hereunder if such delay or failure is caused by strikes, acts of God, of the public enemy, riots, or other events which arise from circumstances beyond the reasonable control of that Party. During the pendency of such intervening event, each of the Parties shall take all reasonable steps to fulfill its obligations hereunder by other means, and, in any event, shall upon termination of such intervening event, promptly resume its obligations under this Agreement.
11. **All Amendments in Writing.** Any amendment or modification to any provision of this agreement must be conveyed in writing, signed by an authorized representative of both Parties, and attached to this original agreement.
12. **Severability.** Each provision of this Agreement is severable. If one provision is declared void, illegal, or unenforceable, the remaining paragraphs shall retain their full force and effect.
13. **Indemnification.** EACH PARTY (AN “INDEMNIFYING PARTY”) SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE OTHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND PERMITTED ASSIGNS (COLLECTIVELY, “INDEMNIFIED PARTY”) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEFICIENCIES, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, FINES, CAUSES OF ACTION, DAMAGES, LIABILITIES, COSTS, PENALTIES, TAXES, ASSESSMENTS, CHARGES, PUNITIVE DAMAGES AND EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS’ FEES, THAT ARE INCURRED BY INDEMNIFIED PARTY (COLLECTIVELY, “LOSSES”) AS A RESULT OF ANY (i) BREACH OR NON-FULFILLMENT OF ANY REPRESENTATION, WARRANTY OR COVENANT UNDER THE AGREEMENT BY INDEMNIFYING PARTY; (ii) NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF INDEMNIFYING PARTY (INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT) IN PERFORMING ITS OBLIGATIONS UNDER THE AGREEMENT;

14. **Corrupt Practice.** The Parties hereto agree to conform with the United States Foreign Corrupt Practices Act, and shall not offer any payments or gift or promise, or authorize the giving of anything of value, for the purpose of influencing an act or decision of any U.S. Government or International Government official(s) or of an employee of any company for the purpose of assisting either party in obtaining, retaining or directing any business.
15. **Export/Import/Re-Export** The Parties agree not to export or re-export directly or indirectly any equipment, or related technical data, or technical information, or technology (“Materials”) without the exporting Party first obtaining all required license(s) or other government approvals. Without limiting the generality of the foregoing, the Parties agree not to: (i) export, re-export, transfer or divert any such Materials or any direct product thereof, to any country to which such exports or re-exports are restricted or embargoed under United States, or any applicable international jurisdiction, export control laws, or regulations or to any resident or national of such countries; (ii) export or re-export any Materials to any military end user or for military end use, including the design, development or production of any chemical, nuclear or biological weapons. This obligation survives the expiration or termination of this Agreement
16. **Non-Solicitation:** During the term of this agreement, neither Party, without written consent of the other, shall solicit for employment or employ any employee of the other Party.
17. **Governing Law/Choice of Forum.** This Agreement shall be governed by the laws of the State of Delaware, without regard to its laws relating to conflict or choice of laws. All legal proceedings or action resulting from this Agreement shall be brought to a court of law within the jurisdiction of the State Delaware.
18. **Compliance with Laws.** In the course of performance hereunder, the Parties shall comply with all applicable local, national, and international laws and regulations.
19. **Dispute Resolution.** The Parties agree that all disputes arising under this Agreement shall initially be referred to the Parties’ senior management for resolution. Upon referral to senior management, Parties agree to negotiate in good faith, using their best efforts to resolve the dispute as quickly as possible, and in accordance with this clause before initiating any court proceedings.
20. **Points of Contact/Notices.** Notices and other communications between Parties shall be addressed to the designated points of contact for each respective party.

Fairwinds Point of Contact:
920 Melvin Road
Annapolis MD, 21403
703-472-1940

ATTN:
Jim Sprungle,
james.sprungle@fairwinds-tech.com
Or

Matt Jones,
matthew.jones@fairwinds-tech.com

Cyberlux Point of Contact:

800 Park Offices Drive, suite 3209
Research Triangle Park, NC 27709
919-434-6608

ATTN:
Mark Schmidt
Mshmidt@cyberlux.com

Entire Agreement. The Parties acknowledge that this Agreement expresses the entire understanding between the Parties, and furthermore supersedes any prior agreements or understandings with respect to the subject matter contained herein.

SIGNATURE AND AUTHORIZATION

EACH PARTY REPRESENTS THAT IT HAS READ THIS DOCUMENT IN ITS ENTIRETY AND AGREES TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.

IN WHITNESS WHEREOF, the Parties hereto have caused this agreement to be signed, delivered, and executed by their duly authorized signatories on the dates set forth below.

FAIRWINDS TECHNOLOGIES

BY: *Amber Hutchinson*

NAME: Amber Hutchinson

TITLE: IDIQ Director

DATE: 06/07/2023

CYBERLUX CORPORATION

BY: *Mark D. Schmidt*

NAME: Mark Schmidt

TITLE: President and CEO

DATE: June 7, 2023

APPENDIX A

Scope of Work

The Parties shall perform their responsibilities and roles as detailed below.

FAIRWINDS RESPONSIBILITIES

Fairwinds shall:

1. Provide "most favored nations" pricing to Cyberlux, such that all pricing for Fairwinds products and services provided to Cyberlux under this agreement are at least as favorable as the pricing, benefits, and terms provided by Fairwinds to other reseller customers or Government end-users.
2. Maintain a representative on Cyberlux' Technical Advisory Board to assist in procurement of sales opportunities, communication strategy with the US Department of Defense, and future mission partner program opportunities.
3. Unless otherwise directed by the United States Government, continue to serve as Prime or reseller on all orders from Department of Defense organizations until Cyberlux establishes proper facility clearance with the US Government, at which point Fairwinds shall serve as Prime on deals that it brings to Cyberlux.
4. Use good faith efforts to help Cyberlux achieve proper facility clearance within the Department of Defense by serving as *bona fide commercial seller*, and consultant.
5. Serve as lead sales representative for classified opportunities or meetings relating to such opportunities until Cyberlux receives facility clearance, after which Fairwinds shall continue in a service role by supporting sales and technology development.
 - a. Fairwinds shall provide pre-sales support for reimbursement of travel expenses at cost with detailed receipt backup
 - b. Fairwinds shall provide radio customer support FSRs as needed
 - c. Fairwinds shall provide test event and lab evaluation support
 - d. Other pre-sales support as assigned
 - e. Fairwinds shall provide Competitive Technical Market Research and whitepaper development for the Cyberlux Drone business and DATRON acquisition, as required
 - f. Insight into Future Product Recommendations to address discovered radio market gaps
 - g. Produce System Concept of Operations and Customer Systems Requirements Development for DATRON, as required.
6. Continue selling efforts for the following opportunities:
 - a. Defense Security Cooperation Agency
 - b. United States Army Special Operations Command
 - c. NAVAIR
 - d. Naval Surface Warfare Center
 - e. United States Army Security Assistance Command
 - f. Secretary of the Air Force, International Affairs

- g. Special Operations Command Europe
 - h. United States Central Command
 - i. Department of State
 - j. US Embassies and Consulates abroad, as required.
 - k. Coordination with various Office of Defense Cooperation (ODC) and Liaison Officer (LNO) personnel as required to support US Foreign Military Financed (FMF) and Foreign Military Sales (FMS) as required.
 - l. Others, as required from time to time.
7. Assist in research and development for potential technologies that may be added to Cyberlux' platforms, including but not limited to: Radios, EW sensors, AI, and Waveforms.
8. Create and participate in additional, jointly agreed upon efforts on a project-by-project basis. Determination of levels of effort, duration, participation, fees, etc. will be determined at and be specific to each project.

APPENDIX A (continued)

CYBERLUX RESPONSIBILITIES

Cyberlux shall:

1. Provide "most favored nations" pricing to Fairwinds, such that all pricing for Cyberlux products and services provided to Fairwinds under this agreement are at least as favorable as the pricing, benefits, and terms provided by Cyberlux to other reseller customers or Government end-users.
2. Serve as sole supplier and lead developer of drone technology for all orders under this Agreement until achieving proper facility clearance with the Department of Defense, after which Cyberlux shall have first right of refusal to serve as Prime on future orders
3. Assist in securing further sales opportunities by utilizing the connections and relationships brought by Fairwinds.
4. Make best efforts to position Fairwinds as reseller of K-8 Drones to US Defense Market, unless specifically directed by the United States Government's representative to resell to another organization.
5. Take part in collaborative efforts with Fairwinds to enhance current drone platforms with Radios, EW sensors, AI, Waveforms, and other relevant technologies.
6. Make best efforts to utilize Fairwinds for materials and consulting services, to be billed at a "most favored nations" rate, for all non-DATRON manufactured radio products required for delivery of DATRON end-user projects, including UAV broadband, Manet IP Broadband, and EW sensor technology.



TEAMING AGREEMENT

Fairwinds Technologies LLC – Cyberlux Corporation

THIS TEAMING AGREEMENT and all exhibits attached hereto or referenced herein (hereinafter referred to as the “Agreement”), is made and entered into this 26th day of September 2022 between Fairwinds Technologies LLC., a company existing under the laws of Delaware (hereinafter referred to as “Fairwinds”) with offices at 920 Melvin Road, Annapolis MD 21403, and Cyberlux Corporation, existing under the laws of Nevada (hereinafter referred to as “Cyberlux”) with offices at 800 Park Offices Drive Suite 3209, Research Triangle, NC 27709. Fairwinds and Cyberlux are referred to collectively herein as the “Parties” and individually as a “Party.”

WHEREAS, Cyberlux has a substantial product portfolio of drone technology, including their Model- K8 Aircraft which provides infantry units with an offensive and defensive weapon system capable of precision threat neutralization at ranges, that meet the requirements for the current theater of operations; and

WHEREAS, Fairwinds is actively engaged in foreign military sales around the world involving military technology through a variety of relationships, including the DSCA, USASAC, DLA TLS, COCOM’s, and embassies, and

WHEREAS, The Government of Ukraine, because of its ongoing defense efforts, has directly contacted Cyberlux by letter and requested international aid in the form of a large shipment of Model K-8 Aircraft, and

WHEREAS, Fairwinds has directly coordinated meetings with representatives of the US Government, Ukraine LNO, DATT, and Partner Nations, and

WHEREAS, the Parties wish to collaborate and leverage their unique skill sets to successfully secure payment through existing funding opportunities for the shipment of said Model K-8 Aircraft, and

WHEREAS, the Parties wish to enter into this Agreement to set forth more fully the terms and conditions pursuant to which the Parties shall enter into any contract(s) resulting therefrom.

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual promises and obligations contained herein, the Parties hereby agree as follows:

- 1) Parties’ Responsibilities. Each Party shall work with the other in good faith with the objective of receiving a contract vehicle to ship the requested drones under a reseller agreement between Cyberlux and Fairwinds.

- 2) Costs/Limitation of Liability. Each Party shall bear all costs, expenses, risks, and liabilities incurred by it arising out of or relating to its obligations, efforts, or performance under this Agreement. Neither Party shall have any right to any reimbursement, payment, or compensation of any kind from the other during the term of this Agreement other than what is expressly agreed upon within this document and all resulting contract awards.-
- 3) Payment. Except as otherwise agreed to in writing, any amount to be paid by one Party to the other in relation to a completed sale stemming from this Agreement, or any subsequent contract awards resulting from this Agreement, shall be paid within thirty (30) days of receipt of funds from the associated sale.
- 4) Submissions to the Government. Fairwinds shall have the sole right to decide the form and content of all documents submitted to the Government.
- 5) Points of Contact. The Parties each will designate one or more individuals within their respective organizations as their representative(s) responsible for directing performance of the Parties' obligations under this Agreement.
- 6) Termination/Expiration.

6.1 This Agreement shall expire upon the happening of one of the following events, whichever shall occur first:

- 6.1.1 Written notice from the Client that it will not award a contract.
- 6.1.2 Written notice from the Client of Client's final rejection of the Proposal or award of a contract for the Project to a firm other than the Parties.
- 6.1.3 The expiration of 24 months from the date of this Agreement; provided, however, this Agreement shall be extended for one additional year if the Proposal has been submitted and the Client has not provided written notice as to contract award within the 24-month period.
- 6.1.4 The insolvency, bankruptcy, reorganization under the bankruptcy laws, or assignment for the benefit of creditors of either Party to the extent that there is a reasonable doubt that such Party lacks the resources or ability to properly perform its obligations hereunder.
- 6.1.5 Mutual agreement of the Parties to terminate this Agreement.
- 6.1.6 Suspension or debarment of either Party, or any other circumstance that renders Party ineligible for participation in the project.

6.2 Upon a material breach of this Agreement by either Party, the non-breaching Party may terminate this Agreement if such breach remains uncured fifteen (15) days after the breaching Party's receipt of notice of the breach and take such other action in law or equity as such non-breaching Party elects.

7) **Technical Points of Contact:**

Fairwinds

Name: Michael Bristol

Cyberlux

Name: Mark Schmidt

Title:	Executive VP	Title:	CEO
Address:	920 Melvin Road	Address:	800 Park Offices Drive Suite 3209
City, State, Zip	Annapolis MD 21403	City, State, Zip	Research Triangle, NC 27709
Phone:	703-472-1940	Phone:	914-434-6608
E-mail:	Michael.bristol@Fairwinds-tech.com	E-mail:	mschmidt@cyberlux.com

- 8) Exclusive Agreement. This is an exclusive agreement, meaning that Fairwinds shall only support Cyberlux, and none of Cyberlux' competitors on the capture of this Ukrainian Government drone request for 1000 Model-K8 drones and any continuation orders and derivative drone orders, and Cyberlux shall not enter into any other agreements that would prohibit it from meeting all the obligations promised to Fairwinds, should an award be made to Cyberlux for the support of Ukrainian drone services.
- 9) Relationship of Parties. This Agreement is not intended by the Parties to constitute or create a joint venture, limited liability company, pooling arrangement, partnership, or other formal business organization of any kind, other than a contractor team arrangement as set forth in FAR Part 9.6, and the rights and obligations of the Parties shall be only those expressly set forth herein. Neither Party shall have authority to bind the other except to the extent expressly authorized herein. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. It is also understood that no division of markets is attempted by this Agreement.
- 10) Entire Agreement. This Agreement, including any and all exhibits hereto which are incorporated herein by reference, constitutes the entire agreement and understanding between the Parties hereto, and supersedes and replaces any and all previous or contemporaneous understandings, commitments, agreements, proposals, or representations of any kind, whether oral or written, relating to the subject matter hereof.
- 11) Severability. If any term, condition or provision of this Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.
- 12) Classified/Export Controlled Information. To the extent the obligations of the Parties hereunder involve access to information classified by the U.S. Government as "Confidential" or higher, the provisions of all applicable federal laws, statutes and regulations shall apply to this Agreement. The provisions of all applicable security and export control laws, statutes and regulations shall also apply hereto.
- 13) Proprietary or Confidential Information. Parties agree that the Non-Disclosure Agreement signed and executed with respect to the project shall be attached and incorporated into this agreement. All proprietary or confidential information exchanged by the parties over the course of this agreement shall be subject to the Non-Disclosure Agreement.
- 14) Non-Solicitation: During the term of this agreement, neither Party, without written consent of the other, shall solicit for employment or employ any employee of the other Party.

- 15) Disputes. All disputes arising under this Agreement shall initially be referred to the Parties' Senior Management for resolution, where Senior Management means the key decision-makers in the organization, including c-level personnel and partners. Upon referral to Senior Management, Parties agree to wait at least fourteen (14) days before bringing to court any action or suit arising out of or relating to this Agreement.
- 16) Governing Law. This Agreement shall be governed by and construed, enforced, and interpreted under the laws of the State of Delaware, without regard to its laws relating to conflict or choice of laws. Any, claim, action, or suit arising out of or relating to this Agreement may only be brought exclusively in a court of competent jurisdiction in the State of Delaware.

IN WITNESS WHEREOF, the Parties represent and warrant that this Agreement is executed by duly authorized representatives of each Party as set forth below on the date first stated above.

Contractual Points of Contact:

Company: Fairwinds Technologies LLC

Company: Cyberlux Corporation

Amber Hutchinson 10/3/2022
Signature Date

Mark D. Schmidt 10/03/2022
Signature Date

Name: Amber Hutchinson

Name: Mark Schmidt

Title: Director of Contract Management

Title: CEO

Address: 920 Melvin Road
Annapolis MD 21403

Address: 800 Park Offices Drive suite 3209
Research Triangle Park, NC 27709

Phone: 843-344-6581

Phone: 919-434-6608

E-mail: amber.hutchinson@fairwinds-tech.com

E-mail: mschmidt@cyberlux.com

EXHIBIT A - STATEMENT OF WORK

Fairwinds Technologies LLC – Cyberlux Corporation

Cyberlux has received an initial request from the Armed Forces of Ukraine for one thousand (1000) Model K-8 Aircraft valued at a total of \$38,704,000.00. Fairwinds has agreed to assist in securing a US government contract vehicle for the shipment of these and follow up drone requests.

Fairwinds Contributions:

Facilitate meetings and assist in the securing of payment through a DLA TLS contract vehicle for the shipment of the initial one thousand (1000) drones.

Work with Cyberlux to negotiate an IDIQ with CECOM SAM-D, EUCOM SAM-D, (or additional COCOM as appropriate) for additional drone requests by the Armed Forces of Ukraine.

Act as Reseller for the final shipment of any drones requested through this agreement and its resulting contract vehicles.

Work with Cyberlux to trigger a facility clearance via Sub-contracted task, as appropriate.

Work in good faith to complete a follow-up, strategic agreement, whereby Fairwinds provides Cyberlux with a MIL- waveform, sufficiently hardened for their theaters of operation.

Cyberlux Contributions:

Sole developer and supplier of the Model K-8 Aircraft.

Cyberlux will develop and supply enhancements, variants and changes as requested.

Add Fairwinds as Licensee to their ITAR, DSP, and associated export compliance authorizations

Assist in securing contract vehicle for shipment of initial one thousand (1000) drones.

Assist in securing IDIQ with CECOM SAM-D, EUCOM SAM-D, (or additional COCOM as appropriate) contract vehicles for additional drone requests by the Armed Forces of Ukraine.

Provide any requested drone orders to Fairwinds, who will act as Reseller, at a discounted rate of twenty (20) percent below MSRP.

If an order is placed and financed by parties unrelated to the US Government and/or any of the entities that Fairwinds is supporting Cyberlux with, Cyberlux will act as Reseller.

In the event that the US Government or International Donation Coordination Center requires direct contract, or orders via another prime contract vehicle where Fairwinds is not acting as Reseller, then Cyberlux will pay Fairwinds 10% of the contract value in lieu of the resulting award, up to 1000 K-8 variants.

Work in good faith to complete a follow-up, strategic agreement, whereby Fairwinds provides Cyberlux with a MIL- waveform, sufficiently hardened for their theaters of operation.

Dantin, Joanna

From: Jim Sprungle <james.sprungle@fairwinds-tech.com>
Sent: Tuesday, July 8, 2025 6:09 PM
To: Robert Miller; Toby Wirth
Subject: FW: Commission calculation
Attachments: Fairwinds Commission Calculation.xlsx; PNWA9432056002AXX DD Form 250 (pg. 1) - Cyberlux - Signed.pdf; PNWA9432056002BXX DD Form 250 (pg. 1) - Cyberlux - Signed.pdf; PNWA9432056002CXX DD Form 250 - Cyberlux - Signed.pdf; PNWA9432056002CXX DD Form 250 2 - Cyberlux - Signed.pdf; Invoice for Truck 1 _Final.pdf; Truck 1 Signed DD250s_corrected_05212025.pdf; Invoice for Truck 2 _Final.pdf; Truck 2 Signed DD250s.pdf; Truck 3 - Signed DD250s.pdf; Truck 3 - Signed Invoice.pdf; Truck 4 - DD250s_05062025.pdf; Truck 4 - Invoice - Signed.pdf

Thoughts on next steps? I will send a revised invoice tomorrow for \$2.3M.

Jim Sprungle

CEO
443.223.0301
[fairwinds-tech.com](mailto:james.sprungle@fairwinds-tech.com)

From: Mark Schmidt <mschmidt@cyberlux.com>
Sent: Tuesday, July 8, 2025 7:01 PM
To: Jim Sprungle <james.sprungle@fairwinds-tech.com>
Cc: Loren Buck <lbuck@cyberlux.com>
Subject: Fw: Commission calculation

WARNING - EXTERNAL EMAIL - This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

(This is a resend due to size. I put the rest of the invoices and DD250s in a second email.)

Jim, please find the attached spreadsheet on the applicable 1000 drone shipment commission. I've included all the applicable invoices and the DD250s for all the drone shipments for transparency. With the SWO and ultimate contract modification, there are a few elements to the calculation. Loren and I are available to answer any questions and to step through the spreadsheet as you'd like.

V/R - Mark

Mark Schmidt | President and CEO

mschmidt@cyberlux.com

919-434-6608



[Visit our Website](#)

From: postmaster@fairwinds-tech.com <postmaster@fairwinds-tech.com>

Sent: Tuesday, July 8, 2025 5:49 PM

To: james.sprungle@fairwinds-tech.com <james.sprungle@fairwinds-tech.com>

Subject: Undeliverable: Commission calculation

Delivery has failed to these recipients or groups:

james.sprungle@fairwinds-tech.com (james.sprungle@fairwinds-tech.com)

Your message is too large to send. To send it, make the message smaller, for example, by removing attachments.

The maximum message size that's allowed is 36 MB. This message is 40 MB.

Diagnostic information for administrators:

Generating server: PH7PR11MB8526.namprd11.prod.outlook.com

james.sprungle@fairwinds-tech.com

Remote server returned '550 5.2.3 RESOLVER.RST.RecipSizeLimit; message too large for this recipient'

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From: Mark Schmidt <mschmidt@cyberlux.com>

To: "james.sprungle@fairwinds-tech.com" <james.sprungle@fairwinds-tech.com>

CC: Loren Buck <lbuck@cyberlux.com>

Subject: Commission calculation

Thread-Topic: Commission calculation

Thread-Index: AQHb8Es93/hbfcXrIkW9TAfSsZw0SA==

Date: Tue, 8 Jul 2025 21:47:43 +0000

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INVOICE SUMMARY

CLIN	Truck	Invoice #	Ship Date	CYBL Amount	Cumulative
CLIN 0002 Cost		20230829-HII-1012		\$ 1,353,669.18	\$ 1,353,669.18
CLIN 0003 Cost		20230829-HII-1013		\$ 1,403,585.21	\$ 2,757,254.39
CLIN 0001	Truck1	20230829-HII-1014	4/25/25	\$ 1,994,110.32	\$ 4,751,364.71
CLIN 0001	Truck2	20230829-HII-1015	4/28/25	\$ 1,978,756.15	\$ 6,730,120.86
CLIN 0001	Truck3	20230829-HII-1016	5/2/25	\$ 2,104,910.92	\$ 8,835,031.78
CLIN 0001	Truck4	20230829-HII-1017	5/5/25	\$ 2,104,910.92	\$ 10,939,942.70
CLIN 0001	Truck5	20230829-HII-1018	5/8/25	\$ 2,688,510.06	\$ 13,628,452.76
CLIN 0001	Truck6	20230829-HII-1019	5/12/25	\$ 3,138,629.76	\$ 16,767,082.52
CLIN 0001	Truck7	20230829-HII-1020	5/28/25	\$ 2,759,934.81	\$ 19,527,017.33
CLIN 0001	Truck8	20230829-HII-1021	6/3/25	\$ 4,212,791.47	\$ 23,739,808.80
CLIN 0004		20230829-HII-1024		\$ 1,615,972.07	\$ 25,355,780.87
CLIN 0002 Profit		20230829-HII-1022		\$ 203,050.38	\$ 25,558,831.25
CLIN 0003 Profit		20230829-HII-1023		\$ 210,537.78	\$ 25,769,369.03

Due:

CLIN 0001	\$ 20,982,554.41
CLIN 0002/0003 Cost	\$ 2,757,254.39
CLIN 0004	\$ 1,615,972.07
CLIN 0002/0003 Profit	\$ 413,588.16
Total Due	\$ 25,769,369.03

Original Contract Shipments DD250s	Qty	Unit Price	CYBL Amount
PNWA9432056002AXX K8-1 Drone	24	\$40,500.00	\$972,000.00
	K8-2 Drone	48	\$36,900.00
PNWA9432056002BXX K8-1 Drone	48	\$40,500.00	\$1,944,000.00
	K8-2 Drone	72	\$36,900.00
PNWA9432056002CXX K8-1 Drone	40	\$40,500.00	\$1,620,000.00
	K8-2 Drone	88	\$36,900.00
PNWA9432056002CXX K8-1 Drone	24	\$40,500.00	\$972,000.00
	K8-2 Drone	48	\$36,900.00
	392		\$14,954,400.00

CLIN 0001 Accounting		
Total	\$ 22,776,605.40	To USG \$ 22,776,605.40 \$ -

Total Amount	Cumulative	Due CYBL	Total	CYBL	USG "Credit"
\$ -	\$ -	\$ (22,776,605.40)			
\$ 7,121,822.57	\$ 7,121,822.57	\$ (15,654,782.83)	\$ 7,121,822.57	\$ 1,994,110.32	\$ 5,127,712.25
\$ 7,066,986.24	\$ 14,188,808.81	\$ (8,587,796.59)	\$ 7,066,986.24	\$ 1,978,756.15	\$ 5,088,230.09
\$ 7,517,539.00	\$ 21,706,347.81	\$ (1,070,257.59)	\$ 7,517,539.00	\$ 2,104,910.92	\$ 5,412,628.08
\$ 7,517,539.00	\$ 29,223,886.81	\$ 6,447,281.41	\$ 7,517,539.00	\$ 2,104,910.92	\$ 5,412,628.08
\$ 4,423,916.96	\$ 33,647,803.77	\$ 10,871,198.37	\$ 4,423,916.96	\$ 2,688,510.06	\$ 1,735,406.90
\$ 3,138,629.76	\$ 36,786,433.53	\$ 14,009,828.13	\$ 3,138,629.76	\$ 3,138,629.76	\$ -
\$ 2,759,934.81	\$ 39,546,368.34	\$ 16,769,762.94			
\$ 4,212,791.47	\$ 43,759,159.81	\$ 20,982,554.41			

Commission Calculation		
Drones	Payment	
392	\$ 14,954,400	Original Contract
1608	\$ 43,759,160	Closeout Modification
2000	\$ 58,713,560	
	\$ 29,357	Per unit average
	\$ 29,356,780	1000 units
	\$ 2,348,542	8% Commission

Notes:
 CLIN 0001 is the shipping of drones in closeout modification.
 Other CLINs related to expense reimbursements related to closing out the contract