BUSINESS DEVELOPMENT and MARKETING SERVICE AGREEMENT

This Agreement is made and effective on ______________ between [COMPANY/PERSON Name Here] and Beyond SOF, LLC.

WHEREAS:

Both companies are focused on finding and mentoring niche technologies, and provide guidance, direction, and potentially capital to help new technologies reach a level of maturity necessary to respond to mission needs.

Both companies have unique networks and access and have the desire to jointly assist the portfolio expansion for business development and marketing purposes in the commercial and USG sector.

Both companies, by reason of knowledge, education and/or experience, are capable of performing and desires to perform such services for potential clients.

NOW, THEREFORE, in consideration of the foregoing and of the mutual premises hereinafter expressed, the parties hereto do mutually agree as follows:

1. **Definitions.** The following definitions shall apply to the terms set forth below wherever they appear:

   “Provider” shall mean the party responsible for the generation, engagement and introduction of the “Recipient” to the end customer as defined below.

   “Recipient” shall mean the party introduced by the Provider to new business opportunities, partnerships, and initiatives.

   At any time during the term of this Agreement, either Beyond SOF or Defiant Technologies will be the Provider or Recipient and the “Role” will be agreed upon prior to action initiated by either party.

2. **Purpose.** The purpose of this Agreement is to establish the collaboration of both Parties in providing business development and marketing services (“Services”) to each other for mutual benefit.

3. **Term.** This Agreement shall continue in full force and effect for the period of ________ (Months/year) and shall automatically be extended for additional ________ period unless one party notifies the other party, in writing, of its intent to terminate the agreement, pursuant to the termination and notice requirements of Sections 13 and 14, below.

4. **Goals and Objectives.** The Parties shall abide by the terms of this Agreement to achieve the following goals and objectives:

   a) Execution of no less than two (2) Strategic Planning meetings with each Parties’ Executive Management team, for the purpose of establishing a Business Development and Marketing Plan which includes designation of specific business sectors.
b) Identification of new business opportunities in the business sectors designated as part of the Business Development and Marketing Plan.

c) Securing new customers in the business sectors designated as part of the Business Development and Marketing Plan.

d) Serving as liaison to new and existing customers specifically within the commercial, global, USG and industry supporting government as agreed upon prior to engagement by both Parties.

e) Introduction to new business sectors or potential strategic partners as agreed upon by both Parties.

5. **Fees and Payment.** The Provider’s fee, to include retainer fees, shall be calculated as \[ \text{TBD} \]% of the net value of the proceeds, revenue or consideration received by the Recipient as a direct result of Provider’s actions. Net value shall exclude value added tax, postage and packaging, insurance, refunds and payments not honored by a financial institution. Upon determination of Provider fees due, the Provider shall issue an invoice to the Recipient and payment shall be due no later than thirty (30) days from the date of the invoice. If required to perform the endeavor or project, the Provider shall maintain and make available to Recipient, at its reasonable request, documentation of all employment contracts and other office expenses. All above mentioned fees and related percentages are subject to final purchase order or contract terms upon actual date of purchase or contract commencement.

6. **Costs and Expenses.** Except as provided above, all expenses incurred by Provider in operating its business shall be borne by the Provider. The Recipient shall be responsible for all expenses incurred in operating the Recipient’s business.

7. **Personnel.** Provider agrees to provide qualified and suitable key personnel from time to time on such terms as may be mutually agreed upon. Appointment and removal of any such Provider personnel shall require prior written consent of the Recipient. Any person reasonably considered by the Recipient to be unsuitable for performance of his/her duties shall be replaced as soon as practicable with a person designated by the Provider and approved by the Recipient.

8. **Confidential Information.** Each Party shall retain in confidence and shall not disclose to any other person any information furnished by the other party on a confidential basis under or in connection with the business of that other Party without prior written consent. All information under this Agreement is subject to the terms and condition of the Non-Disclosure Agreement executed by the Parties on September 13th, 2013.

9. **Restriction on Disclosure and Use of Data.** This Agreement includes data that shall not be disclosed outside any receiving party, individual, or organization to include the US Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this Agreement. If, however, a purchase order/contract is awarded to the Provider or Recipient as a result of— or in connection with – the submission of this data, the US Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting purchase order/contract. This restriction does not limit the US Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets. This document and any attached materials are not to be disseminated, distributed, or otherwise conveyed throughout Recipient’s organization to employees without a need for this information or to any third parties without the express written permission of Provider.

10. **Non-Circumvention.** The Recipient shall not at any time prior to the expiration of two (2) years from the date of this Agreement, without the prior written consent of Provider, which consent Provider may withhold in its sole discretion, (a) attempt in any manner to deal directly or indirectly in any manner with any of the individuals or companies related to the exposure or introduction facilitated by Provider or
proposed Business Opportunity including by having any part of or deriving any benefit from the introduction made by Provider or Business Opportunity or any aspect thereof, or (b) by-pass, compete, avoid, circumvent, or attempt to circumvent Provider of Business Opportunity including by utilizing any of the Confidential or Proprietary Information or by otherwise exploiting or deriving any benefit from the Confidential or Proprietary Information.

11. **Best Efforts.** The Provider will use commercially reasonable efforts, skill and experience in rendering the Services described in this Agreement.

12. **Indemnification.** Each Party, at its own expense, shall indemnify, defend and hold the other, its partners, shareholders, directors, officers, employees, and agents harmless from and against any and all third-party suits, actions, investigations and proceedings, and related costs and expenses (including reasonable attorney's fees) resulting solely and directly from the indemnifying Party's negligence or willful misconduct. Neither Party shall be required hereunder to defend, indemnify or hold harmless the other and/or its partners, shareholders, directors, officers, directors, employees and agents, or any of them, from any liability resulting from the negligence or wrongful acts of the party seeking indemnification or of any third-party. Each Party agrees to give the other prompt written notice of any claim or other matter as to which it believes this indemnification provision is applicable. The indemnifying Party shall have the right to defend against any such claim with counsel of its own choosing and to settle and/or compromise such claim as it deems appropriate. Each Party further agrees to cooperate with the other in the defense of any such claim or other matter.

13. **Termination.** Either Party may terminate its performance of related obligations under this Agreement if the other Party fails to rectify a material breach under a portion of this Agreement within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the agreement, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this Agreement will not be a basis for terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement loses substantially all of its value to the non-breaching party. Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

14. **Notice.** Any notices required or allowed hereunder shall be in writing and given by registered air mail letter or by email to the Parties at the following addresses or to such other address as may be furnished by one party to the other:

BEYOND SOF
1750 Tyson’s Blvd. Suite 1500
McLean, VA 22102
Email: _______________________

company name
Address: ______________________
Email: _______________________

15. **Independent Contractors.** This Agreement does not create a principal or agent, employer or employee partnership, joint venture, or any other relationship except that of independent contractors between the Parties. Nothing contained herein shall be construed to create or imply a joint venture, principal and agent, employer or employee, partnership, or any other relationship except that of independent contractors between the Parties, and neither Party shall have any right, power or authority to create any obligation of such, express or implied, on behalf of the other in connection with the performance hereunder.
16. **Assignment.** This Agreement may not be transferred or assigned by either Party without the prior written consent of the other party.

17. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Provider and the Recipient with respect to the subject matter of this Agreement.

18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the United States and the venue for any dispute or claim arising out of this Agreement shall be governed under the laws of the State of ________________.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above-mentioned.

BEYOND SOF

__________________________

By: J. Scott Throckmorton
Title: COO
Date: ______________________

__________________________

By: ________________________
Title: _______________________
Date: _______________________

company name

__________________________