

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA  
CIVIL DIVISION

NITRO MOBILE SOLUTIONS, LLC.,  
a Florida Limited Liability Corporation,

Plaintiff,

Case No. 17-CA-010953  
Division J

v.

EYE C SOLUTIONS, LLC,  
A Florida Limited Liability Corporation, and  
LISA MONNET, an individual,

Defendants.

\_\_\_\_\_/

EYE C SOLUTIONS, LLC, and  
LISA MONNET,

Counterclaim Plaintiffs,

v.

NITRO MOBILE SOLUTIONS, LLC,  
PETE SLADE, and MOLLY SLADE,

Counterclaim Defendants.  
\_\_\_\_\_ /

**PLAINTIFF'S MOTION FOR LEAVE TO AMEND**

Nitro Mobile Solutions, LLC ("Nitro"), by and through its undersigned counsel, hereby moves this Court to enter an Order granting it leave to file a First Amended Complaint against Defendants and in support of this Motion states as follows:

1. Nitro filed suit against Defendants on December 7, 2017, for damages and indemnification via claims for declaratory judgment, breach of contract, fraud, and tortious

interference, arising from Monnet's multiple fraudulent representations involving her past, and malicious and vindictive multi-week hoax and campaign she created to deceive, defraud and mislead the owners, employees, investors and advisory board of Nitro with the intent of causing irreparable damage (the "Complaint").

2. Defendants informally requested, and were allowed by Nitro, a twenty (20) day enlargement of time to respond to the Complaint.

3. Before such twenty (20) day extension period elapsed, Defendants filed a Motion for an Extension of Time on January 16, 2018, seeking additional time to respond from this Court.

4. This Court entered an Order on the Motion for Extension allowing Defendants up to and including February 23, 2018, to respond to the Complaint.

5. On February 20, 2018, Defendants responded to the Complaint by filing a Motion to Dismiss.

6. On March 5, 2018, Defendants withdrew the Motion To Dismiss and filed an Answer and Affirmative Defenses to the Complaint.

7. Also, on March 5, 2018, Defendants filed a Counterclaim against Nitro and the Slades, but failed to attach any of the exhibits referenced in the Counterclaim.

8. On March 7, 2018, Defendants filed an Amended Counterclaim, with exhibits, against Nitro and the Slades asserting five purported causes of action: Constructive Trust, Breach of Contract, Fraud in the Inducement, Tortious Interference, and Unjust Enrichment.

9. Plaintiff has filed a motion to dismiss the Amended Counterclaim.

10. Plaintiff, via its First Amended Complaint, seeks to provide more particularity in its allegations with respect to the fraud claim and also to address the issue of the two Nitro

investors identified in the suit exercising their right to rescind their investment and receive payment from Nitro.

11. Defendants will not be prejudiced by the granting of this Motion as no discovery has occurred and the Amended Counterclaims asserted by Defendants are the subject of a pending motion to dismiss.

WHEREFORE, Plaintiff prays this Court enter an Order granting leave for it to file a First Amended Complaint in the form attached hereto as **Exhibit "A."**

*/s/ Dean A. Kent*

DEAN A. KENT, ESQUIRE

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Attorneys for Nitro Mobile Solutions, LLC

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I electronically filed the foregoing with the Clerk of Court by using the Florida Courts E-Filing Portal System and also served the foregoing by email on this 28th day of March, 2018, upon the following:

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*/s/ Dean A. Kent*

Attorney

**EXHIBIT "A"**  
**17-CA-010953**

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PETE SLADE, and MOLLY SLADE,

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**FIRST AMENDED COMPLAINT FOR DAMAGES**

Plaintiff, Nitro Mobile Solutions, LLC (“Nitro”), sues Defendants, Eye C Solutions, LLC (“Eye C”) and Lisa Monnet (“Monnet”) and alleges the following.

1. This is an action for damages and indemnification against Monnet arising from her breach of contract, and fraudulent representations and malicious and vindictive multi-week hoax and campaign she created to deceive, defraud and mislead the owners, employees, investors and advisory board of Nitro with the intent of causing irreparable damage to Plaintiff.

## **PARTIES**

2. Plaintiff, Nitro is a Florida Limited Liability Company with its principal place of business in Hillsborough County, Florida.

3. Defendant, Eye C is a Florida Limited Liability Company with its principal address in Hillsborough County, Florida that is wholly owned by Monnet.

4. Defendant, Monnet is a resident of the State of Florida that resides in Manatee County and can be served with process at 3925 90th Avenue East Parrish FL 34219.

## **JURISDICTION AND VENUE**

5. Jurisdiction is appropriate because Nitro asserts claims of declaratory judgment, breach of contract, breach of duty of loyalty, tortious interference, and damages in excess of \$15,000 exclusive of interest and costs and Defendants have filed counterclaims.

6. Venue is proper in this Court pursuant to Chapter 47, Florida Statutes because Defendant Eye C is a resident of Hillsborough County and conduct substantial business in this County, and the tortious acts complained of occurred in Hillsborough County and/or had their intended effects in Hillsborough County.

## **GENERAL ALLEGATIONS**

7. Nitro is a woman-owned small business, owned by Molly Slade, headquartered in Tampa, Florida that provides advanced artificial intelligence, technology, and machine-learning cybersecurity solutions.

8. In late 2016, Nitro began the process of seeking to attract outside investment as part of its strategic growth plan.

9. As part of its growth plan, Nitro and Monnet, through her company Eye C, were introduced in 2016 and Monnet indicated she could assist Nitro with business development, identifying investors and securing investment.

10. Nitro invited Monnet to meet and tour its facility in 2016.

11. On December 15, 2016, Monnet emailed Pete and Molly Slade of Nitro thanking them for “the invitation to meet and the tour of Nitro,” further stating that she enjoyed the opportunity to learn more about the company.

12. A true and correct copy of the Monnet December 15, 2016, email is attached hereto as **Exhibit A**.

13. The parties continued to communicate about a possible future business relationship and in January of 2017, Monnet and Pete and Molly Slade went to dinner and discussed the overall nature of Nitro’s business in more detail.

14. After such dinner, Monnet reached out to the Slades on January 24, 2017, via email, offering to discuss “sales enablement planning to strengthen your sales capacity, unlock your potential, and create a winning sales strategy” and further indicated that “it’s only a matter of getting you in front of the right people.”

15. A true and correct copy of Monnet’s January 24, 2017, email is attached hereto as **Exhibit B**.

### **Monnet Global LTD Fraud**

16. Notably, Monnet’s January 24, 2017, email to Nitro had a signature line that referenced her affiliation with Eye C, the Tampa Bay Defense Alliance, and was the President of Monnet Global LTD.

17. Unbeknownst to Nitro at the time, and contrary to the representation in her signature line, Monnet has never had any affiliation with Monnet Global Ltd., a company based in Indonesia and South Africa that produces and supplies coal, a subsidiary of Monnet Ispat & Energy Ltd.

18. In approximately July of 2017, and unbeknownst to Nitro at the time, Monnet changed her email signature to remove the fraudulent reference to her position as President of Monnet Global LTD, and replaced it with an entity called "Monnet Global Aviation LTD." *See Exhibit C.*

19. Monnet Global Aviation LTD is not a business entity and has never conducted any business.

20. In any event, in early 2017 the parties further discussed increasing and expanding Nitro's business and they agreed that Monnet could assist Nitro and identify herself as a Senior Advisor.

#### **Nitro Nondisclosure Agreement**

21. After the execution of a Nitro Nondisclosure Agreement, with an effective date of May 18, 2017, Nitro and Monnet began strategic discussions regarding increasing growth, investment sources, and the future growth of the business.

22. A true and correct copy of the Nitro Nondisclosure Agreement is attached hereto as **Exhibit D.**

23. Monnet represented to Nitro that she had founded, and continued to own and operate, a highly successful aviation business with \$180 million dollar operating budget and \$320 million dollars in assets that provided essential sales, support, and maintenance of private



aircraft, “Private Jet Charter/General Aviation,” including refueling, hangar garages, and other amenities as evidenced by her LinkedIn account bio from December of 2016.

24. Monnet’s LinkedIn bio from December of 2016 is attached hereto as **Exhibit E**.

25. Monnet represented to Nitro that she had been responsible for strategic planning, strategic direction, daily operations, overall performance, marketing international partnerships, acquisitions, international sales, and long-term growth with Eye C and her General Aviation business.

### **Mark Robert Monnet Fraud**

26. Monnet represented that her aviation company operated mostly outside of the United States and the day-to-day management and operations was performed by her “right hand man,” Mark Roberts.

27. According to Monnet, her ongoing ownership of her aviation business and day-to-day management by Mark Roberts had allowed her to found Eye C, a company that provided biometric devices.

28. Mr. Roberts was purportedly the VP of Operations for Eye C and was the Director of Operations of her purported aviation related business as evidenced by the attached screenshot of a text from Monnet to Molly Slade on October 4, 2017 attached hereto as **Exhibit F**.

29. Mr. Roberts, on information and belief, is Monnet’s husband “Mark Robert Monnet” as evidenced by a Marriage Certificate from the State of Colorado dated January 4, 2000, and their status as joint title holders to an automobile registered with Florida’s Department of Motor Vehicles on November 2, 2016.

30. A true and correct copy of the January 4, 2000, Marriage Certificate is attached hereto as **Exhibit G**.

31. Further, Mr. Roberts is the same person in a photograph from their wedding dated approximately January 5, 2000, and an August 11, 2009, photograph of Monnet with a “Mark Roberts” and car title information.

32. See attached photographs and car title information **Exhibit H**.

### **Educational Background Fraud and Private Investigation**

33. Monnet represented to Nitro, via her resume, that she had a B.S. from the University of Colorado at Boulder in Human Resources, had a MBA from the University of Denver, and had a Ph.D. in Medical Microbiology from Creighton University.

34. Nitro retained a private investigation firm to investigate Monnet’s educational background through the National Student Clearing House and discovered, as expressly referenced in the Report of Investigation, that Monnet has no such purported educational degrees, which has been confirmed by the registrars’ offices of the University of Denver, University of Colorado, and Creighton.

35. A true and correct copy of the Report of Investigation is attached hereto as **Exhibit I**.

36. Monnet fraudulently referred to herself as “Dr. Lisa Monnet” at events, online materials, news articles and interviews.

37. See attached **Composite Exhibit J**, images from several events in which Monnet has a name tag or receives an award as “Dr. Lisa Monnet.”

38. In fact, Monnet has referred to herself as “Dr. Lisa Monnet” on the Tampa Bay Defense Alliance (“TBDA”) website, which has recently been changed, but continues to have Monnet listed as “Monnet, Lisa Dr.” on the Florida Sunbiz site as TBDA’s registered agent.

39. See attached screen shots of TBDA website listing for Monnet before and after the filing of this lawsuit as **Exhibit K**.

40. See Florida Department of State, Sunbiz printout for TBDA attached as **Exhibit L**.

41. Even recently, as of October 27, 2017, Monnet was wearing a name tag at an air refueling convention in Orlando, Florida that fraudulently identified her as “Dr. Lisa Monnet” and was introduced on to stage to present an award at the event as “Dr. Lisa Monnet.”

#### **Monnet’s Business Relationship With Nitro**

42. On June 1, 2017, Monnet emailed Nitro confirming that she had scheduled meetings the following day with potential Nitro investors and was attaching a “list of potential customers” for them to “go through the viable prospects.”

43. A true and correct copy of the June 1, 2017, email is attached hereto as **Exhibit M**.

44. On June 4, 2017, Monnet emailed Pete and Molly Slade of Nitro indicating she had started on “the Sales & Marketing Strategy” and was preparing sales presentations for business development.

45. A true and correct copy of the June 4, 2017, email is attached hereto as **Exhibit N**.

46. On June 4, 2017, at about 10:21 p.m., Monnet further represented in an email to Nitro that she had “a very large network... I have no doubt we can go to market with this technology” and had a “large network in Vegas with security in the Casinos, in the healthcare industry, in the financial industry, and in both the DoD and commercial space.”

47. A true and correct copy of the June 4, 2017, 10:21 p.m. email is attached as **Exhibit O**.

48. On June 29, 2017, Monnet indicated in an email to Peter Slade of Nitro that she had done a “little research” on the issue of potential investors, had an “outline of the Investor Deck” that would be “completed tomorrow” and that she would have the “Channel Partner Agreement completed shortly.”

49. See attached June 29, 2017, email attached as **Exhibit P**.

#### **Monnet’s Representations Regarding Her Business Experience**

50. Monnet represented to Nitro that she was a person of skill and expertise in seeking investment and other general business matters via her creation, growth, and resulting successful sale and acquisition of her company, Eye C.

51. In fact, Monnet indicated that she was in the midst of having Eye C acquired when Nitro met Monnet, and she closed on this acquisition prior to providing any services for Nitro.

52. Monnet represented to Nitro and Nitro’s clients, prospects, investors, and employees that she had had multiple successful exits from prior companies and was a serial entrepreneur.

53. Monnet represented to Nitro, that through her high-level aviation contacts, she had connections to very wealthy investors that she could introduce to Nitro and the investment opportunity in the company.

54. Some of these alleged, potential investors were high profile individuals and Monnet had shown Nitro examples of their alleged communications, via email and/or text messages, that she purportedly had with these individuals to establish her level of credibility and networking skill.

55. Monnet represented that she enjoyed significant, ongoing financial success through her aviation business that provided her with significant wealth including a \$14 million-dollar home in Longboat Key, Florida and other valuable properties located in Lake Como, Italy and London, England. See **Exhibit VV 1** in which Monnet indicates there was “damage to the beach house but nothing severe and **Exhibit MM 1** declaration of Ashby Green.

56. Monnet has subsequently admitted that she has never owned a home in Longboat Key, Florida; London, England; or Lake Como, Italy.

57. Monnet even made certain offers regarding flying Nitro’s employees on her various planes for domestic and international trips at later dates.

58. Monnet represented to Nitro that she had significant government contacts that spanned from defense work she had performed previously.

59. Monnet claimed that some of the defense work she and her company performed was tied to modified aircraft that her aviation company maintained that were for use on special and top-secret government assignments.

60. Monnet claimed her aviation business consistently volunteered its jets for use as “Angel Flights”, enabling sick children and their families to travel for free, giving them access to far-from-home lifesaving medical treatment.

61. Monnet has subsequently admitted that she has never owned an aircraft.

62. Monnet represented through her professional bio, that she had achieved certain awards and board positions including the “American Spirit Award,” the “Al Ueltschi Award for Humanitarian Leadership,” that she was the “Education Chair” at the “Central & North Florida Chapter of HIMSS (CNFHIMSS),” and was part of the “Policy & Legislation/Procurement Committee” at the “Women Impacting Public Policy (WIPP).” Additionally, Monnet’s biography in the Tampa Bay Business Journal, describes “Dr. Monnet” as serving on the Board of Directors for CNFHIMSS and for WIPP.

63. The “National Business Aviation Association (NBAA) has no record of Monnet receiving the “American Spirit Award” and no record of Monnet having received the “Al Ueltschi Award for Humanitarian Leadership”.

64. According to WIPP, Monnet was a member from 2012-2013 (1 year) and never held a committee role.

65. According to CNFHIMSS, Monnet was a volunteer from 2012-2013 (1 year) and never held a “Chair” position.

#### **The Consulting Agreement and Contingent Employment Agreement**

66. Based on the numerous representations made by Monnet to Nitro, on or about July 1, 2017, Monnet, through Eye C, entered into a consulting agreement with Nitro (the “Consulting Agreement”).

67. A true and correct copy of the Consulting Agreement is attached hereto as **Exhibit Q.**

68. The Consulting Agreement provided Monnet, via Eye C with, a flat rate payment of \$8,000 per month in exchange for certain consulting services including, but not limited to, being a Senior Advisor, strategic operational enhancement, channel partner engagement, project management/administration, and business development.

69. The Consulting Agreement also provided for the contingent employment of Monnet as the CEO of Nitro if she satisfied an employment contingency as stated in a separate contingent employment agreement.

70. Together with the Consulting Agreement, on or about July 31, 2017, Nitro and Monnet entered into a contingent employment agreement (the “Contingent Employment Agreement”).

71. A redacted copy of the Contingent Employment Agreement is attached hereto as **Exhibit R.**

72. The Contingent Employment Agreement provided that if Monnet caused Nitro to receive one million dollars or more in investment funding, she would be hired as Nitro’s CEO, paid a salary and given the right to participate in Nitro’s equity incentive plan.

73. Pursuant to the Nitro Nondisclosure Agreement, Consulting Agreement, and Contingent Employment Agreement, Monnet began providing Nitro with consulting services in the summer of 2017.

74. On July 4, 2017, Monnet emailed Nitro regarding her creation of a list of “potential Board Advisors” for Nitro and also included an attached, “updated” biography that

listed her purported educational degrees, employment, and work with various boards and organizations.

75. A true and correct copy of the July 4, 2017, email and attached Monnet biography is attached as **Exhibit S**.

### **Richard Branson Representations and Monnet List of Investors**

76. On July 30, 2017, Monnet emailed Nitro that she had prepared an attached agreement for investors and also attached a list of investors.

77. Notably, the attached investor list included Richard Branson with the people identifier listed as “RB” and the email contact as “Richard.Branson@fly.virgin.com.

78. A true and correct copy of the July 30, 2017, email and redacted investor list provided by Monnet to Nitro is attached hereto as **Exhibit T**.

79. On August 18, 2017, Monnet represented to Nitro via interoffice communication that she “just had an hour conversation(sic) with Richard B” and would “show you the emails when I get in.”

80. A true and correct copy of the August 18, 2017, Richard B interoffice communication is attached hereto as **Exhibit U**.

81. On August 28, 2017, Monnet emailed Nitro with the title “Angel Investors” and stated that “We are going to do this!!!!” by representing that she had meetings and conference calls set up with the following “colleagues” to discuss Nitro:

- Christopher Kolenda – Founder, D.C.
- Brian Hackney – Anchor, Producer, San Francisco
- Brian Ford – COO Bucs, Tampa
- John Glenn – U.S. Global Leadership, D.C.
- Alex Miller – Mercedes Medical, Sarasota



- Ali Ahmed Alnaqbi- Chairman of Middle East and North America Aviation Association in Dubai
- Dr. Hammad Al Hammady – Secretary General, Executive Office of HH Sheikh Mohammed Bin Rashid Al Maktoum

82. A true and correct copy of the August 28, 2017, email is attached hereto as **Exhibit V.**

### **Rosselets' Investment into Nitro**

83. Monnet was directly involved in negotiating and arranging for two separate investors, Michael and Robert Rosselet, to put \$100,000.00 each into Nitro in exchange for a convertible note.

84. Monnet, prepared and produced the convertible note documents, claiming that (a.) she had used these documents on previous occasions with her previous companies, and (b.) that the documents had been reviewed by her aviation business' attorney (Stephen O'Conner, who operated out of Washington, D.C.) and that it didn't make sense to pay for another attorney to review, if her attorney had already approved the documents.

85. Monnet had the two separate investors sign the convertible note agreements.

### **Nitro Engages Ashby Green**

86. Despite assisting with obtaining two investors for Nitro, Monnet was unable to arrange for any additional financing or investment as of October 2017, at which point, Nitro engaged Ashby Green to further assist with business development and identifying investors.

87. Upon Nitro's engagement of Mr. Green, Monnet, unbeknownst to Nitro, became angry and concocted a plot to seek to destroy Nitro because she believed that Nitro had

improperly “undermined” and replaced her by using Mr. Green to perform separate investment raising activities.

### **Monnet’s Richard Branson Hoax**

88. Less than two (2) hours after Nitro internally announced it would be moving forward with a business relationship with Ashby Green as its CFO, Monnet suddenly identified in a Nitro interoffice communication called “HipChat” on October 30, 2017, that, further to Monnet’s earlier efforts, Richard Branson now did want to invest in Nitro.

89. A true and correct copy of the October 30, 2017, HipChat is attached as **Exhibit W**.

90. Specifically, Monnet stated “R.B. wants to invest and use our solution for his company. So excited!!!” *See Exhibit W*.

91. In the October 30, 2017, HipChat, Monnet further represents that “RB has also seen the previous agreements. I told him we are revising and I will send as soon as possible. He will be down in Longboat Key on December 9 and wants to meet with us to provide a demo and proposal for his business.” *See Exhibit X*.

92. Monnet further represented in the October 30, 2017, HipChat that in “the next few weeks RB will get me the number of devices so we can begin our proposal” and that “I just spoke to RB and he will allow us to use the name of the business and... drum roll please... list us as a partner on their website!!! Woo Hoo.” *See Exhibit X*.

93. Monnet then indicated she would bring in the RB “NDA tomorrow!” *See Exhibit X*.

94. Monnet proceeded to present Nitro with a Personal and Business Confidentiality Agreement purportedly from Virgin Group Limited and Mr. Branson (the “Virgin Confidentiality Agreement”) that, according to Monnet, had to be signed by each and every Nitro employee in person as part of the due diligence/requirements of Mr. Branson.

95. A true and correct copy of the Virgin Confidentiality Agreement is attached hereto as **Exhibit Y**.

96. As part of the due diligence process, Nitro similarly gave Monnet a form Nitro Nondisclosure agreement that she returned to Nitro with the purported signature of Mr. Branson (the “Branson Signed NDA”).

97. A true and correct copy of the Branson Signed NDA is attached hereto as **Exhibit Z**.

98. It appears as though the Branson signature on the Branson Signed NDA, however, was a forgery perpetrated by Monnet as it nearly identically matches the top Google image result for “Richard Branson Signature.”

99. See attached **Exhibit AA**, the comparison on signatures on the Branson Signed NDA and the Google image result for “Richard Branson Signature.

100. Monnet represented that she knew Mr. Branson personally, and that by knowing him, she could personally guarantee that the investment into Nitro would happen.

101. Monnet was the conduit through which communication occurred with Mr. Branson and Virgin Group Limited and claimed that through her special and trusted relationship with Mr. Branson, it was the best way to proceed to finalize the investment.

102. As the conduit for communications and due diligence, Monnet would purportedly present Nitro with the Virgin Group Limited and Mr. Branson’s questions and then

provide Nitro's responses, and likewise, she would present questions from Nitro and relay the answers received back from Virgin Group Limited and Mr. Branson. *See Exhibits MM, MM-1, and MM-2.*

103. Nitro, at Monnet's request and with her personal guarantee, along with the apparent facts and supporting documentation and conversations, believed that material terms had been agreed in principle with Mr. Branson and Virgin Group Limited and were being reflected into a term sheet for ultimate signature. *See Exhibits MM, MM-1, and MM-2.*

104. As a result of the Virgin Group Limited investment opportunity cultivated by Monnet and assurances of its finality, Nitro stopped seeking other investment into the business and focused solely on providing the materials, proposals, logistics and plans required by Mr. Branson and/or the Virgin Group Limited that Monnet had specifically identified. *See Exhibits MM, MM-1, and MM-2.*

105. To that end, Nitro followed Monnet's instruction based on the potential Virgin and Richard Branson investment to halt and not pursue other possible Nitro investment opportunities and discussions.

106. Monnet also was directly involved in editing and revising draft documents for the proposal to Richard Branson and Virgin Group in November of 2017 as evidenced by the attached Google Doc change history in **Exhibit BB**.

107. On October 31, 2017, Monnet indicated via HipChat that she was "jumping on an 8:30 am call with Richard" as a reason for her being late for work at Nitro.

108. Later that day on October 31, 2017, Nitro scheduled a meeting to further discuss the Richard Branson and Virgin potential investment which was transcribed in Nitro's meeting minutes.

109. The meeting minutes from the October 31, 2017, meeting are attached hereto as **Exhibit CC.**

110. The meeting minutes reflect that Monnet initially indicated that Richard Branson wanted to make an investment of \$250k, but Mr. Branson really wanted to provide a more significant investment into Nitro, he wanted to know how much would it take to get a board seat, wanted to put “appliances” into Atlantic (including Air France), Media, Mobile and Mastertronic Group and wanted to meet on December 9, 2017, in Longboat Key, where Frank Turner of Air France would also be present.

111. The October 31, 2017, meeting minutes further reflect that Monnet stated Richard Branson had “signed” Nitro’s NDA, that he didn’t want other investors in Nitro, wanted Monnet to lead the efforts and communications, that Nitro would be able to use the “V” logo, and that Richard Branson would be in Tampa for a press release.

112. The October 31, 2017, meeting minutes also showed an action plan that all Nitro employees, including Ashby Green, would sign a Virgin Confidentiality Agreement and that Pete Slade would look into opening a new Nitro office in London.

113. As Monnet continued her purported conversations with Mr. Branson and Virgin Group, Nitro was told that Virgin and Richard Branson were planning a significantly higher investment into the company than initially indicated and that it would require a significant resources and team effort to organize in preparation for meeting with Branson.

114. On November 1, 2017, Monnet indicated via HipChat that the proposal to Virgin and Richard Branson “should cover London with an expansion indicated.”

115. On November 3, 2017, Monnet indicated via HipChat that she had a “call scheduled at 9:20 with RB” and would “try to get a few of the questions answered.”

116. On November 6, 2017, Nitro and Monnet communicated regarding proposed images and logos for the rebranding which incorporated Virgin's name and colors to which Monnet replied, "Now that is awesome!!!"

117. A true and correct copy of HipChat messages from November 6, 2017, to November 17, 2017, are attached hereto as **Exhibit CC 1**.

118. On the same date, Monnet indicated she needed "all signed confidentiality agreements please" because she needs "to send them in" in connection with the Richard Branson and Virgin investment into Nitro. *See Exhibit CC 1*.

119. On November 7, 2017, Monnet communicated with Nitro that she "just came off a call with RB. Plans have changed. I'm heading out Thursday morning now." When asked if things with Mr. Branson and Virgin were still a go, Monnet responded "Yes... even better now!" *See Exhibit CC 1*

120. On November 8, 2017, Monnet represented she was going to have a call "today with the legal team" for Virgin and Richard Branson and wondered if there was anything specific Pete Slade wanted her to ask. *See Exhibit CC 1*

121. Monnet later communicated with Nitro and asked whether Nitro would be "amenable to making major (specified) decisions" regarding Nitro and the Virgin and Richard Branson investment via board vote, but not "daily decisions, things like where to open other offices" and that "this call has been all about terms." *See Exhibit CC 1*

122. After such purported call, Monnet indicated that Mr. Branson and his family were coming "down" to Longboat Key, Florida sooner than previously indicated and asked if they could move the meeting up to December 2, 2017. *See Exhibit CC 1*

123. Monnet then went on to address and ask Nitro if it was “amenable to creating a holding company and putting both companies under the holding company,” what was the “permanent establishment risk,” and indicated that Virgin and Richard Branson were “saying a subsidiary would be best for tax liability.” *See Exhibit CC 1*

124. In her purported conversations with Mr. Branson and the Virgin Group Limited legal team, Monnet presented the investment terms to Nitro to be as follows:

- a. Virgin Group Limited desired to be the sole and exclusive investor in Nitro;
- b. Mr. Branson wanted to receive an 8-page proposal from Nitro regarding how the invested money would be used to achieve market share within the United Kingdom and the United States;
- c. Mr. Branson would invest significantly above the current valuation of Nitro with a goal of establishing market share and become a minority shareholder in Nitro’s USA based entity and also a minority shareholder in a yet to be formed UK entity created for the purpose of utilizing the investment. Market share would also be gained by Nitro’s offered additional cybersecurity services. As part of this process, Nitro planned to find and engage partnerships for the delivery of critical products. According to Monnet, Mr. Branson’s preference was to focus the additional investment into the Nitro entities for establishing more direct sales and less focus on partners;
- d. A new holding company would be established, with equity stakes in both the UK and USA entities;
- e. Controls would be established around new bank account and cash withdrawal procedures;

- f. Three Virgin Group Employees would be assigned to Nitro, fulfilling the roles of CFO, VP of Sales and VP of Strategy;
- g. Manufacturing of Nitro appliances for the United Kingdom and European Union would need to be performed in the United Kingdom vs. the units that would be created and sold for the North American market; and,
- h. Virgin Group Limited would move forward with assessment and installation of Nitro's products and services into Virgin Atlantic, Virgin Media, Virgin Mobile, Mastertronic Group and Air France.

125. Nitro complied with the purported terms of Richard Branson and/or Virgin's investment and provided Monnet with an 8-page proposal to utilize to secure the investment.

126. A redacted copy of the 8-page proposal is attached hereto as **Exhibit DD**.

127. On November 6, 2017, Monnet asked for Nitro to provide the signed Virgin Confidentiality Agreements she had provided because "I need to send them in."

128. See November 6, HipChat messages attached as **Exhibit CC -1**.

129. On November 9, 2017, Monnet asked Nitro via HipChat if "you have the day open on Nov 17<sup>th</sup>.. I have a big surprise you will love." See **Exhibit CC 1**.

130. See **Exhibit FF** for HipChat messages from November 9, 2017.

131. Monnet indicated that on November 17, 2017, Nitro would have "visitors on Friday" that would be Richard Branson or "R" and that he wants "to see the office and meet the incredible team that developed Defender!" See **Exhibit FF**.

132. Monnet stated that such visit was "suppose(sic) to be a surprise. Please do not tell team.. he wants to see the surprise on their face. That's his joy!" She further stated that she "can't wait for you guys to meet him!," but had to "run, he is waiting." See **Exhibit FF**.



133. On November 10, 2017, Monnet was purportedly in a meeting with Mr. Branson and Virgin and reported back to Nitro stating that all “is going well,” that he “likes the logos and the shield!” but did not comment on the investment book because “he is all about relationships and talking things through.”

134. See November 10, 2017, HipChat messages attached as **Exhibit GG**.

135. On November 10, 2017, Monnet texted Nitro that she was meeting with Mr. Branson regarding the Virgin Group Limited investment and had presented him with the 8-page proposal, and that he liked the concept and mock logos created for the new business entity and rebranding of Nitro’s products with Virgin’s name.

136. Monnet requested a digital copy of such items on Mr. Branson’s behalf, which was sent to her as requested. Monnet informed Nitro that Mr. Branson’s Virgin Group Limited team was going to enhance these logos and designs further and come back to Nitro.

137. Monnet represented that its establishment of UK operations was a significant priority for Mr. Branson and Virgin Group Limited and provided Nitro with the names of several commercial real estate companies in London, England, for Nitro to begin engaging with to get an idea of office space costs and availability. *See Exhibit MM-1*.

138. Monnet represented that she had negotiated to add a provision in the draft investment documents that would allow Virgin Group first right of refusal on any future capital raise that Nitro would or may need. *See Exhibit MM-1*.

139. On November 12, 2017, Monnet asked Nitro if it would allow Richard Branson and Virgin Group’s “team work on the logo and branding slogan” and indicated to Nitro via HipChat that Richard Branson said “his team can have us something to look at Friday and discuss when he comes in.”

140. See November 12, 2017, HipChat messages attached as **Exhibit CC-1**.

141. Monnet then stated Mr. Branson wanted “to take the team to lunch Friday.. his treat” and purportedly asked if “Ocean Prime was good.” See **Exhibit CC -1**.

142. Additionally, as the new Virgin Group Limited related business model provided significant investment, an overseas office, and a direct sales campaign, Nitro halted and did not pursue its established partner program and began staffing plans to implement a direct sales force for various territories.

143. Monnet indicated that Nitro would need to hire more employees and contractors to deal with the logistical issues of Virgin Group Limited and Mr. Branson’s investment and subsequent product implementations into his various businesses.

144. Monnet recommended that Nitro expand by obtaining office space and hiring employees in London, and that such work would “keep us busy all next year!!”

145. Monnet further questioned whether Nitro had sufficient square footage at its Tampa location, and indicated that it would need to begin commercial real estate discussions to secure additional space within Nitro’s current leased space or find a new location as the additional employees and contractors Nitro would be adding through investment would quickly fill up the existing space.

146. Moreover, for brand consistency, and marketing advantage, Monnet discussed and agreed with Virgin Group Limited and Mr. Branson, that Nitro would rename the company to a Virgin branded entity using the “Virgin” logo, and that its “NitroDefender” product would be renamed to “Virgin Threat Warrior.”

147. In anticipation of the rebranding, Nitro purchased all actual and similar internet domains for both USA and UK with regard to the “Virgin Threat Warrior.”

148. According to Monnet, Virgin Group Limited was purportedly working on suggestions for the entity name and was also reviewing internet domain assets that it may already own.

149. Monnet represented that Virgin Group Limited's marketing and promotions team would be available to Nitro to assist with the rebranding and product launch.

150. Monnet participated in documented conversations and provided design feedback on new logo concepts for the new "Virgin branded" corporate entity and what would become the renamed NitroDefender product, "Virgin Threat Warrior." All of these logos predominantly included the signature Virgin logo into their design.

151. Monnet represented that the Virgin Group Limited legal team was working on the term sheet and that it was going to be provided to Nitro on November 17, 2017.

152. Monnet indicated that Mr. Branson would be flying into Bradenton/Sarasota on November 17, 2017, would be meeting her for lunch and then would be coming to visit Nitro's office afterwards to meet the team.

153. Monnet further explained that a member of his security team should be expected to arrive approximately one hour beforehand to take a look around and would then remain in the lobby area.

154. On November 16, 2017, Monnet indicated via HipChat that "I am so excited for tomorrow. Are you nervous or excited??" and that Mr. Branson had "decided to come to the office between 3:00 and 3:30.. he will stay with the team for a couple of hours. I will have lunch with him and bring him to the office following lunch. He will have security that will arrive prior to his arrival."

155. *See* HipChat messages from November 16, 2017, attached hereto as **Exhibit HH**.

156. Further, Monnet stated on November 16, 2017, that Mr. Branson expected “his legal team to have it completed in the morning so we can review tomorrow. He would like to meet with all of us prior to meeting the team.” If everyone “could be in the Board room at 3:00 that would be great!” *See Exhibit HH.*

157. When Nitro was concerned with the lack of a term sheet and possible changes, Monnet stated that “I deal with clients of his caliber all the time and schedules are always changing.” According to Monnet, Richard Branson’s “exact words were ‘let’s not make a fuss over lunch.’” *See Exhibit HH.*

158. Monnet, Pete Slade, Molly Slade, and Ashby Green had a meeting on November 16, 2017 to address the Richard Branson visit and related issues.

159. A true and correct transcript from the November 16, 2017, meeting is attached hereto as **Exhibit II.**

160. In the November 16, 2017, meeting, Monnet was asked to “walk through” her call with Richard Branson and she had “spoken with his media specialist, I’ve been coordinating with his security” and that she had only “spoke to him for a brief time.” *See Exhibit II.*

161. Monnet stated that Richard Branson would “look through the office” and didn’t expect anything of Nitro other “than just access” and that he would then “shake the hands of the team” and “go in the conference room” and everyone should “stay until about five thirty.” *See Exhibit II.*

162. Monnet also stated in the meeting that Richard Branson would spend “some time with us next week, so that will be good” and he would “pop in and out, but he’ll give us notice” since “with his schedule, it’s hard to plan that.” *See Exhibit II.*

163. Monnet also represented that she had “already done two presentations for him” so “we are not doing a presentation. It’s basically a meet and greet and chatting a little bit.” See **Exhibit II**.

164. On November 17, 2017, Monnet asked if Nitro was “(a)ll ready” for Mr. Branson’s visit and stated that “I should be there in 15. He is a little behind me.”

165. See November 17, 2017, HipChat messages attached as **Exhibit JJ**.

166. Mr. Branson, however, never came to visit Nitro as represented by Monnet nor did any representatives of Virgin Group Limited.

#### **November 17, 2017 Meeting at Nitro**

167. Monnet arrived at the office on November 17, 2017, and went into Nitro’s boardroom at 3:12 p.m.

168. The room’s ambient security microphone recorded the meeting in Nitro’s boardroom that occurred between Monnet, Pete Slade and Molly Slade.

169. A true and correct copy of a transcript of the November 17, 2017, Nitro boardroom meeting is attached hereto as **Exhibit KK**.

170. Upon her arrival, Monnet immediately raised a concern with the Investor Information Document saying “this is not the document we agreed to. Why is my name removed off of there?” See **Exhibit KK**.

171. Monnet stated that Richard Branson “brought this to my attention” and because “Richard looked at this, this morning” she was “humiliated” to have “one of my close friends and colleagues ask me why would they leave the CEO of the company off of this.” See **Exhibit KK**.

172. Monnet then raised a concern that she and Nitro were “just not working as a team” and that “Richard has a lot of questions after seeing that this morning” and “his exact words” were “How can a team raise investment without the CEO listed on there.” *See Exhibit KK.*

173. Monnet then swore on her son “Garrett’s life” that Richard Branson said, “You are being undermined.” *See Exhibit KK.*

174. Monnet then claimed Nitro had not been “honest with me” and felt “that there has been deception.” *See Exhibit KK.*

175. Monnet then stated that “I gave you the framework. That framework, Richard gave me. You did not follow. I told you we needed to follow that framework.” To which Pete Slade replied, I followed the framework. *See Exhibit KK.*

176. When Pete and Molly Slade indicated that they should call Ashby Green into the meeting to discuss any alleged issues further, Monnet stated that “I’m going for now,” and physically left the Nitro board room at 3:24 p.m.

177. At no time during the November 17, 2017, meeting did Monnet indicate any issues of harassment by Molly Slade, Pete Slade, or Nitro, or that she experienced a hostile work environment.

### **Monnet’s Resignation**

178. On November 20, 2017, Monnet sent in a formal letter of resignation to Nitro (the “Monnet Resignation Letter”).

179. A true and correct copy of the Monnet Resignation Letter is attached hereto as **Exhibit LL.**

180. In the Monnet Resignation Letter, Monnet stated she resigned because the “work environment has become untenable” with no direct mention of sexual harassment by Molly Slade or a hostile work environment. See **Exhibit LL**.

**The Monnet Frauds Are Uncovered**

181. After her resignation, Monnet took, deleted, and/or destroyed all business documents and information on her computer related to her consulting and business dealings with Nitro.

182. After Monnet’s resignation, Nitro has learned that Monnet has made multiple fraudulent representations around her past and qualification that induced Nitro into a business relationship with her, and engaged in a malicious and vindictive multi-week fraudulent hoax and campaign created to deceive, defraud and mislead the owners, employees, investors and advisory board of Nitro with the intent of causing irreparable damage to the company.

183. Monnet misrepresented the true nature of her educational background and does not have any college or advanced degrees from the specific institutions that she represented.

184. Monnet misrepresented the true nature of her relationship with Mr. Branson and the Virgin Group Limited and is not personal friends with Mr. Branson and has conducted no business with him or Virgin Group Limited in the past at any time.

185. Monnet has admitted in responses to discovery in this lawsuit that she has never been personal friends with Mr. Branson and has never conducted business with Mr. Branson or Virgin Group Limited despite claiming to be a good, personal friend of his on various occasions. See **Exhibits MM, MM 1 and MM 2..**

186. See attached **Exhibit LL -1**.

187. The Branson Signed NDA presented by Monnet to Nitro was a forgery not signed by Richard Branson.

188. The entire Virgin Limited Group and Mr. Branson proposed investment into Nitro was a hoax and a fantasy concocted by Monnet to maliciously damage Nitro's business after Nitro began to seek assistance from Ashby Green.

189. Mr. Branson never had plans to visit the Nitro office or otherwise invest in Nitro.

190. Numerous Nitro employees have submitted unsworn declarations indicating their personal experiences with Monnet falsely making representations about Richard Branson and the Virgin Limited Group's potential investment into Nitro and the presentation and the circumstances surrounding their execution of the Virgin Confidentiality Agreement which are attached as **Composite Exhibit MM**.

191. Ashby Green has similarly provided an unsworn declaration regarding Monnet's Richard Branson hoax, **Exhibit MM 1**, in which he was "party to multiple conversations where Ms. Monnet had talked about Richard Branson and the Virgin Group's investment into Nitro.

192. Mr. Green witnessed Monnet on "numerous occasions" represent that the material terms of a deal between Nitro and Richard Branson/Virgin Mobil "had been agreed in principle" and was assigned tasks by Ms. Monnet to complete in preparation of Richard Branson and Virgin Mobil's investment into Nitro and executed a Virgin Confidentiality Agreement. *See Exhibit MM 1.*

193. Mr. Green was also told by Monnet that Richard Branson insisted Nitro's appliances should be manufactured in the United Kingdom and that Nitro should not have any other investors and should return any investments received to date. *See Exhibit MM 1.*



194. Mr. Green also witnessed Monnet insist that Richard Branson wanted to open an office in London and that Nitro should engage a real estate company in London for such purpose. *See Exhibit MM 1.*

195. Erin Corcoran of Nitro was also assigned tasks by Monnet regarding Richard Branson and Virgin Group's investment into Nitro and executed a Virgin Confidentiality Agreement. *See Exhibit MM 2.*

196. Ms. Corcoran took meeting minutes of the October 31, 2017, meeting in which Monnet announced that Richard Branson wanted to be an investor into Nitro and that he required each and every person to execute a Virgin Confidentiality Agreement that she was waiting to receive from his attorney. *See Exhibit MM 2.*

197. Ms. Corcoran also witnessed that Monnet stated at the October 31, 2017, meeting that Nitro should engage Steven O'Conner, her attorney from her purported aviation business, in the negotiations and discussions regarding the pending term sheet because Mr. O'Conner had worked with Richard Branson before on other deals and that Richard Branson would be very comfortable with Nitro using him. *See Exhibit MM 2.*

198. Ms. Corcoran witnessed Monnet stat that Richard Branson was a "good close friend of hers," that she "knew how Richard operates" and continued to remind everyone at Nitro that this was "a done deal." *See Exhibit MM 2.*

199. Monnet misrepresented the true nature of the apparent sale and acquisition of the assets of Eye C to Nitro and others.

200. Monnet misrepresented the true nature of her aviation business, business success, purported wealth and alleged property investments in Longboat Key and other locations to Nitro.

201. Mark Roberts is Monnet's husband, Mark Robert Monnet, residing at the same rental property in Parrish Florida.

202. Monnet misrepresented the true nature of her "American Spirit Award" and "Al Ueltschi Award for Humanitarian Leadership."

203. Monnet misrepresented the true nature of her involvement as "Education Chair" for "Central & North Florida Chapter of HIMSS (CNFHIMSS)" and her membership on the "Policy & Legislation/Procurement Committee" for "Women Impacting Public Policy (WIPP)."

#### **Rosselets Investment Into Nitro and Monnet Fraud**

204. Nitro has also learned that Monnet, as part of seeking investments into Nitro, made various fraudulent representations to Robert Rosselet and his brother Michael Rosselet.

205. Michael Rosselet invested \$100,000.00 into Nitro on September 29, 2017, based on his communications and dealings with Monnet.

206. *See* unsworn declaration of Michael Rosselet attached hereto as **Exhibit NN**.

207. Monnet falsely represented to Michael Rosselet on multiple occasions that she had "already invested a considerable sum" into Nitro as part of seeking an investment from him.

*See* **Exhibit NN**

208. Such representations of investing "considerable sums" into Nitro were false, as Monnet has not invested even \$1.00 into Nitro.

209. Michael Rosselet only dealt with Monnet with regard to his Nitro investment and negotiation of his investment. *See* attached **Exhibit NN**.

210. Monnet represented to Michael Rosselet in October 2017 that "Richard Branson and Virgin was interested in making a significant investment in Nitro." *See* **Exhibit NN**.

211. Michael Rosselet was also told by Monnet as part of his investment into Nitro that the “plan was almost fully subscribed by multiple other investors, one of which had already invested \$1 million.” *See Exhibit NN.*

212. At time Monnet made such statements to Michael Rosselet, there was no other investor in Nitro.

213. In November 2017, Monnet told Michael Rosselet that the deal with “Richard Branson and Virgin maybe falling apart given that Nitro” including that “Branson had requested a meeting at “Ocean Prime” and Nitro wanted to cater from “Columbia.”” *See Exhibit NN.*

214. As a result of Monnet’s false statements to Michael Rosselet, he demanded and has obtained the full refund of his investment into Nitro. *See Exhibit NN.*

215. Robert Rosselet and his wife, Mylene, invested \$100,000.00 into Nitro on or about October 2, 2017, based on his communications and dealings with Monnet.

216. *See attached Exhibit OO*, the Unsworn Declaration of Robert and Mylene Rosselet regarding communications and dealings with Monnet.

217. Monnet falsely represented to Robert Rosselet on multiple occasions that she had “already invested a considerable sum” into Nitro as part of seeking an investment from him.

218. *See Exhibit OO* and December 1, 2017, email from Robert Rosselet detailing such Monnet fraudulent statements attached hereto as **Exhibit PP**.

219. Such representations of investing “considerable sums” into Nitro were false, as Monnet has not invested even \$1.00 into Nitro.

220. Further, Robert Rosselet only dealt with Monnet with regard to the Nitro investment and negotiation of his investment. *See Exhibit OO.*

221. Monnet represented to Robert Rosselet that “Richard Branson and Virgin would be making a significant investment in Nitro.” *See Exhibit OO.*

222. Robert Rosselet was also told by Monnet as part of his investment into Nitro that the “plan was almost fully subscribed (by multiple other investors) and that one of her investors had already invested 1 million dollars.”

223. *See* December 1, 2017, email from Robert Rosselet detailing such Monnet fraudulent statements attached hereto as **Exhibit PP.**

224. At time Monnet made such statements to Robert Rosselet, his brother Michael was the only investor.

225. Monnet has also contacted Nitro’s current investors after her separation of employment relaying false and misleading information.

226. Monnet falsely represented to Nitro investor Robert Rosselet that the Virgin Group Limited’s potential investment had been refused and “turned down” by Pete and Molly Slade because Nitro was not willing to give up controlling interest in the company. *See Exhibit OO.*

227. As a result of Monnet’s false statements to Robert Rosselet, he demanded and has obtained the full refund of his investment into Nitro. *See Exhibit OO.*

228. Nitro later found out that Monnet had spoken with some employees of Nitro and indicated that they may have less to offer Nitro because Virgin Group Limited and Mr. Branson would likely insert their own “people” into such positions.

### **Monnet's Orlando Magic Fraud**

229. On October 22, 2017, Monnet emailed Nitro that she had a meeting scheduled with the General Manager of the Orlando Magic, John Hammond, and "Tree" Rollins regarding Nitro's cyber solution product. Monnet further indicated in the email that Mr. Rollins wanted Monnet to buy an ABA team that they tried to start in Tampa.

230. A true and correct copy of the October 22, 2017 email is attached hereto as **Exhibit QQ**.

231. On November 16, 2017, Monnet followed up with Nitro via HipChat that she had met with the representatives of the Orlando Magic basketball team and an additional meeting was set for January 9, 2018, to onboard them as a client of Nitro.

232. Specifically, Monnet stated that the meeting with the "Magic went very well. We are set for a proof of value in January on the 9th. If all goes as expected with the proof of value, we will have a new customer!"

233. See November 16, 2017 HipChat message from Monnet attached hereto as **Exhibit RR**.

234. Nitro has learned that Monnet never met with the Orlando Magic and that not a single meeting was ever scheduled between Nitro and the Orlando Magic as represented.

235. Despite the Orlando Magic being unaware of any such meeting, Monnet had a meeting scheduled on her Nitro calendaring system, and then subsequently deleted it just before November 17, 2017.

236. The deleted calendar item was recovered and is attached as **Exhibit SS**.

237. In fact, the Orlando Magic, on December 1, 2017, wrote back to email inquiry from Nitro following up on the purported January 9, 2018, meeting and informed Nitro that

John Hammond is the GM of Basketball Operations and would not have been involved in any such project. The Orlando Magic VP of Technology queried his team, and “no one is aware of any meeting at the RDV in January.”

238. A true and correct copy of the December 1, 2017 email is attached hereto as **Exhibit TT**.

### **Monnet’s Fraudulent Sexual Harrassment Claim**

239. Approximately two months after this lawsuit was filed, conveniently, Monnet has asserted a charge of sexual harassment against Nitro owner Molly Slade, indicating that she was forced to resign from Nitro as a result of such harassment and hostile work environment.

240. Specifically, Monnet falsely claims that Nitro’s owner, Molly Slade, harassed her on September 15, 2017, at a company dinner and “throughout September and October 2017.”

241. Strangely, by Monnet’s own purported timeline, the “harassment” she claims occurred in September and October ended prior to her resignation in November of 2017.

242. Monnet never reported any such alleged harassment during her time with Nitro, and did not identify it as a basis for her leaving Nitro on November 17, 2017, or in her resignation letter, **Exhibit LL**. Further, Monnet’s own statements and communications with Molly Slade, her alleged harasser, are directly contradictory to her allegations of harassment.

243. See attached **Exhibit UU** statements and communications between and among Monnet and Molly Slade during the time of the alleged harassment.

244. See also **Exhibit VV** Monnet and Nitro communications via HipChat from September 12-18, 2017, regarding damage to Monnet’s purported “the beachhouse” at or

around the time of the alleged harassment in which Monnet concludes communications with Molly Slade with “(h)ave a great night Sweetie!”

245. See **Exhibit KK** transcript of Monnet’s communication with Molly Slade, her alleged harasser, and Peter Slade in her final meeting at Nitro that occurred November 17, 2017, in the Nitro Boardroom in which Monnet never mentions the words “harassment” or a “hostile work environment.” See also **Exhibit LL**.

**Damages from Monnet Fraudulent Activities**

246. Nitro paid Eye C and Monnet \$36,000.00 under the Consulting Agreement and incurred expenses on her behalf in the amount of \$752.61.

247. Due to Monnet’s malicious hoax and fraudulent conduct, Nitro paid and incurred over \$100,000 in salary and expenses during the three-week period in connection with the Virgin Group Limited and Mr. Branson’s investment’s terms and conditions and focus on the documents and logistics purportedly necessary by her Virgin Group Limited/Mr. Branson investment hoax.

248. Due to Monnet’s hoax and fraudulent statements, Nitro’s investors have demanded and obtained the return of their investments.

249. Due to Monnet’s hoax, Nitro delayed product pilots and established partnership programs that could have resulted in revenues being recognized earlier by the company that can now not be recouped.

250. Due to Monnet’s hoax, Nitro delayed seeking other investment capital necessary to grow and sustain its business operations.

251. Due to Monnet's hoax, Nitro has incurred private investigation and legal expenses that it otherwise would not have incurred.

252. Monnet was sent, and confirmed receipt of a November 21, 2017, demand letter demanding return of Nitro's property.

253. A true and correct copy of the November 21, 2017, letter is attached hereto as **Exhibit VV**.

254. To date, Nitro has not received an appropriate response from Monnet or the return of all of its property and confidential and proprietary information.

255. All conditions precedent to the institution and maintenance of this action have been performed, have accrued or have been waived.

### COUNT I

#### **DECLARATORY JUDGMENT/ COMMON LAW INDEMNIFICATION**

256. Nitro realleges and incorporates herein by reference the allegations of 1 through 255 as if set forth fully herein.

257. This is a cause of action by Nitro against Monnet for a declaratory judgment pursuant to Fla. Stat. Chapter 86.

258. Monnet terminated her relationship with Nitro on November 20, 2017.

259. Based on Monnet's fraudulent statements to Nitro investors and potential investors, Nitro has had to return such investments, with interest, to Michael and Robert Rosselet through no fault of its own.



260. Monnet should be required to indemnify Nitro under common law principles for her fault based on her false and fraudulent statements to the Rosselets given her special relationship as interim CEO of Nitro and the Consulting Agreement.

261. Under Florida law, common law indemnity may be established if a claimant is without fault, another party is at fault, and a special relationship between the two parties makes the party seeking indemnification vicariously, constructively, derivatively, or technically liable for the acts or omissions of the other party. *See Dade Cnty. Sch. Bd. v. Radio Station WQBA*, 731 So. 2d 638, 642 (Fla. 1999).

262. Monnet is solely responsible for her fraudulent conduct and representations that triggered Nitro's investors' rights of rescission and therefore liable to Nitro for the entire amount of the rescission claims and reimbursements made to the Rosselets.

263. As a result of the foregoing, there is a bona fide actual and present need for a declaratory judgment with regard to the extent of Monnet's common law indemnification obligations relative to Nitro and whether Nitro may be fully compensated arising from Monnet's fraudulent actions with the Rosselets.

264. The matter presented for declaration by this Court deals with a present or ascertainable state of facts with regard to Monnet's common law indemnification obligations and fraudulent actions.

265. Nitro and Monnet have an actual present adverse antagonistic interest in the subject matter of her indemnification obligations and all parties with the antagonistic interests in connection with the dispute are before this Court such that the relief sought is not merely the Court giving legal advice or answering a question propounded from curiosity.

266. In view of the facts and circumstances above, Nitro is in doubt regarding its right to be fully indemnified by Monnet under the common law, when her fraudulent representations made to the Rosselets is the sole basis for the rescission claims by its investors and required reimbursement.

WHEREFORE, Nitro respectfully requests this Court to enter a declaratory judgment determining that Monnet must indemnify Nitro under common law principles and liquidate the damages incurred from the Rosselets rescission of their investments into Nitro arising from her fraudulent representations, for costs, and for any further relief that is necessary and just.

## **COUNT II**

### **FRAUD**

267. Nitro realleges and incorporates herein by reference the allegations of 1 through 255 as if set forth fully herein.

268. This is an action for fraudulent inducement against Monnet and Eye C.

269. Nitro maintained a confidential, close relationship with Monnet by virtue of using her as a trusted consultant, advisor, and its interim CEO.

270. Based upon Monnet's fraudulent representations with regard to her education, business accomplishments, relationships, employment, investor dealings, and experience, Nitro entered into the Consulting Agreement and Contingent Employment Agreement with her and agreed to pay her for such consulting services.

271. Monnet made the fraudulent representations regarding her education, business accomplishments, relationships, and experience for the purpose of inducing Nitro to act in

reliance on her representations and compensate her for consulting services to which she was not qualified to provide.

272. Nitro reasonably relied on Monnet's representations regarding her education and business experience by signing the Consulting Agreement and Contingent Employment Agreement and paying her \$8,000 a month.

273. Moreover, based on Monnet's fraudulent representations to the Rosselets and the provision of fraudulent documents and information to Nitro regarding Virgin Group Limited and Mr. Branson's potential investment that Nitro, which it reasonably relied upon and acted in reliance upon to change its business model and business plans, Nitro has incurred significant business damages and hard costs to be fully determined at trial.

274. As a result of Monnet's fraudulent conduct, Nitro has suffered substantial damages.

WHEREFORE, Nitro respectfully request that the Court enter judgment against Monnet and Eye C for fraudulent inducement, rescission of the Consulting Agreement and Contingent Employment Agreement, for the return of any compensation including the \$36,752.61 improperly received by Eye C and/or Monnet from their fraudulent conduct and for the business damages and expenses incurred by virtue of its Virgin Limited Group/Mr. Branson hoax and other activities.

### **COUNT III**

#### **BREACH OF CONTRACT**

275. Nitro realleges and incorporates herein by reference the allegations of 1 through 255 as if set forth fully herein.

276. This is a cause of action for breach of contract against Monnet and Eye C.

277. As set forth above, Nitro and Monnet entered into the Nitro Nondisclosure Agreement and are bound by its terms.

278. Further, the parties entered into the Consulting Agreement and Contingent Employment Agreement.

279. Monnet materially breached the Nitro Nondisclosure agreement by failing to return all confidential and proprietary information of Nitro, despite demand.

280. Monnet has returned a flashdrive with some information to Nitro, but has failed and/or refused to return all materials and information in her possession, custody and control regarding Nitro and its business operations.

281. Monnet and Eye C have materially breached the Consulting Agreement by not performing services “in a professional manner in accordance with industry standards.”

282. As a result of the foregoing, Nitro has suffered damages.

WHEREFORE, Nitro requests this Court to enter judgment finding that Monnet and Eye C have materially breached the agreements at issue, entering judgment that requires the return of its property and information and awarding it compensatory damages, interest, court costs and any further relief this Court deems appropriate and just under the circumstances.

### **REQUEST FOR JURY TRIAL**

Nitro hereby requests a jury trial of all claims so triable.

*/s/ Dean A. Kent*

DEAN A. KENT, ESQUIRE

Florida Bar No. 0307040

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Attorneys for Nitro Mobile Solutions, LLC

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I electronically filed the foregoing with the Clerk of Court by using the Florida Courts E-Filing Portal System and also served the foregoing by email on this 28th day of March, 2018, upon the following:

LeesaAnn N. Dodds, Esq.

[ldodds@tampalawadvocates.com](mailto:ldodds@tampalawadvocates.com)

Samantha Dammer, Esq.

[sdammer@attysam.com](mailto:sdammer@attysam.com)

*/s/ Dean A. Kent*

Attorney

**EXHIBITS TO AMENDED COMPLAINT**

**A - J**

**17-CA-010953**

**Subject:** Thank you

1

**Date:** Thursday, December 15, 2016 at 12:44:19 PM Eastern Standard Time

**From:** Lisa Monnet

**To:** George Hall, Molly Slade, Pete Slade

**Attachments:** image003.png, image001.png, image002.png

Pete, Molly, George –

I am reaching out to say thank you for the invitation to meet and the tour of Nitro. It was a true pleasure to meet you ... I enjoyed the opportunity to learn more about the company. Nitro is very impressive with unique capabilities!

If you wish to learn more about the Tampa Bay Defense Alliance please feel free to reach out any time.

I look forward to seeing you in the near future ... Happy Holidays!

*Best regards,  
Lisa*

Lisa Monnet | CEO Eye C Solutions | Monnet LTD | President | Tampa Bay Defense Alliance  
Office: 813.509.2410 | Fax: 877.558.3498 | Mobile: 813.326.2620  
<http://www.eyecolutions.com> | [Twitter](#) | [Tampa Bay Defense Alliance](#) | [LinkedIn](#) | [Women In Defense](#)



*Your smile is your brand  
Your personality is your business card  
How you leave others feeling is your trademark*

WARNING: The information contained in this communication is confidential and intended only for the use of the recipient named above, and may be legally privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please resend it to the sender and delete the original message and copy of it from your computer system. Opinions, conclusions and other information in this message that do not relate to our official business should be understood as neither given nor endorsed by the company.

EXHIBIT A

Subject: Thank you!

EXHIBIT B

1 Date: Tuesday, January 24, 2017 at 10:32:26 AM Eastern Standard Time

From: Lisa Monnet

To: Molly Slade, Pete Slade

Priority: High

Attachments: image001.png

2 Monnet Global Ltd. engages in production and supply of coal. The company is based in Indonesia. Monnet Global Ltd. operates as a subsidiary of Monnet Ispat & Energy Ltd.

Good morning Molly, Pete –

Thank you, I truly enjoyed dinner and discussing opportunities. I am very excited about Nitro and the disruptive innovative technology. I would sincerely enjoy discussing sales enablement planning to strengthen your sales capacity, unlock your potential, and create a winning sales strategy. You have the technology, products, and services, it's only a matter of getting in front of the right people!

I have sincerely enjoyed getting to know you and learning about Nitro Solutions. I am happy to assist in any manner. Please reach out anytime!

Best regards,  
Lisa

2 Lisa Monnet|CEO|Eye C Solutions | **Monnet Global LTD** | President | Tampa Bay Defense Alliance  
Office: 813.509.2410 | Fax: 877.558.3498 | Mobile: 813.326.2620  
<http://www.eyecolutions.com/> | [Twitter](#) | [Tampa Bay Defense Alliance](#) | [LinkedIn](#) | [Women In Defense](#)

Monnet claims to be president of "Monnet Global Ltd."

Monnet Global Ltd. engages in production and supply of coal. The company is based in Indonesia. Monnet Global Ltd. operates as a subsidiary of Monnet Ispat & Energy Ltd.



3

Your smile is your brand  
Your personality is your business  
How you leave others feeling

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**MONNET** Steel | Power | Mining

**MONNET GROUP**

INTEGRITY AND EXCELLENCE OUR MANTRAS

CORPORATE | BUSINESS SECTORS | PRODUCTS | INVESTORS | MPCL | MEDIA | HUMAN RESOURCES | CSR

CONTACT US MARKET TRACKER 19.85 -1.80 -8.31% View Details

**Subsidiaries**

**MONNET POWER COMPANY LIMITED**  
The 87.5% subsidiary of the MIEL is setting up thermal power plant of 1050 MW backed with pit head captive coal mine in Angul, Orissa. The project has all statutory approvals & clearances in place and has achieved financial closure. The capacity is further being enhanced to 1710 MW by adding additional 660 MW (super critical turbine) at the same site.

- Monnet Power Company Limited BS
- MPCL Balancesheet 2016-17

**2 MONNET GLOBAL LIMITED**  
A wholly-owned subsidiary of MIEL having offices in Dubai, Jakarta (Indonesia) and Johannesburg (South Africa) is responsible for global acquisitions and mergers of the Group

- Monnet Global Limited BS

**MONNET CEMENT LIMITED**  
This is a wholly owned subsidiary of MIEL with plans to set up a cement plant in Chhattisgarh and Gujarat.

- Monnet Cement Limited BS
- MCL Balancesheet 2016-17

**MONNET SPORTS FOUNDATION**

- Monnet Sports Foundation BS
- Balancesheet MSF 2016-17

**MONNET ENTERPRISES PTE LIMITED**

- MONNET ENTERPRISES PTE LIMITED BS

Eye C Solutions was ranked #29 on the list of Women-owned businesses by the Tampa Bay Business Journal.



We are excited about the capability we have, and would love to get your thoughts on how we could get in front of the right people and gain new sales opportunities. It's clear that you have great experience along with a great network that could really have an impact. Lets setup some time for you to come back out to the office here and see the current version of ERIN and then we can talk more about next steps.

Best,

Molly

1 On Jan 24, 2017, at 10:32 AM, Lisa Monnet <[lmonnet@eyecolutions.com](mailto:lmonnet@eyecolutions.com)> wrote:

Good morning Molly, Pete –

Thank you, I truly enjoyed dinner and discussing opportunities. I am very excited about Nitro and the disruptive innovative technology. I would sincerely enjoy discussing sales enablement planning to strengthen your sales capacity, unlock your potential, and create a winning sales strategy. You have the technology, products, and services, it's only a matter of getting in front of the right people!

I have sincerely enjoyed getting to know you and learning about Nitro Solutions. I am happy to assist in any manner. Please reach out anytime!

*Best regards,  
Lisa*

Lisa Monnet | CEO | Eye C Solutions | Monnet Global LTD | President | Tampa Bay Defense Alliance  
Office: 813.509.2410 | Fax: 877.558.3498 | Mobile: 813.326.2620  
<http://www.eyecolutions.com/> | [Twitter](#) | [Tampa Bay Defense Alliance](#) | [LinkedIn](#) | [Women In Defense](#)

<image001.png>

*Your smile is your brand  
Your personality is your business card  
How you leave others feeling is your trademark*

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**Molly Slade**  
VP Administration

**Nitro**  
813-223-4677  
501 East Kennedy Blvd - Suite 910 - Tampa, FL 33602  
[Website](#)

**Subject:** FW: Payne Bio/Resume  
**Date:** Tuesday, July 4, 2017 at 8:09:41 PM Eastern Daylight Time  
**From:** Lisa Monnet  
**To:** Pete Slade, Molly Slade  
**CC:** Lisa Monnet  
**Attachments:** image002.png, Payne BIO.docx, Payne Resume 7.4.17.docx

Pete, Molly –

Foster's bio and resume are attached.

*Kind regards,  
Lisa*

Monnet is now the president of  
Monnet Global Aviation Ltd."

Lisa Monnet/CEO/Eye C Solutions | Monnet Global Aviation LTD | President | Tampa Bay Defense Alliance  
Office: 813.909.2410 | Mobile: 813.326.2620  
<http://www.eyecolutions.com> | [Twitter](#) | [Tampa Bay Defense Alliance](#) | [LinkedIn](#) | [Women In Defense](#)



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Your personality is your business card  
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**From:** Foster Payne II [mailto:fppayne2@me.com]  
**Sent:** Tuesday, July 4, 2017 6:52 PM  
**To:** Lisa Monnet <lmonnet@eyecolutions.com>  
**Subject:** Payne Bio/Resume

**Greetings Dr. Lisa!** Attached is a short bio and resume with more in-depth information for each of my positions. Please integrate as you wish...let me know if these documents are sufficient. VR/Foster

EXHIBIT C



### Nondisclosure Agreement

This Nondisclosure Agreement (this "Agreement") is entered into between Nitro Mobile Solutions, LLC d/b/a Nitro Solutions, with offices at 501 East Kennedy Blvd, Suite 910, Tampa, Florida 33602 and Lisa Monnet with offices at 4830 w. Kennedy Blvd. suite 600 Tampa, FL. 33609 and is effective as of 5/18/2017 (the "Effective Date").

This Agreement shall bind each party's heirs, successors and assigns. Receiving Party may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Disclosing Party. Any assignment or transfer in violation of this section shall be void. The parties agree as follows:

1. Purpose. In order for the parties to discuss and evaluate the feasibility of a proposed business relationship or transaction, a party (the "Discloser") may disclose to the other party (the "Recipient") certain Confidential Information.

2. Definition. "Confidential Information" means any confidential or proprietary information of the Discloser that is disclosed in any manner to the Recipient in connection with discussions between the parties related to the proposed business relationship or transaction and that at the time of disclosure either (a) is marked as being "Confidential" or "Proprietary", (b) is otherwise reasonably identifiable as the confidential or proprietary information of the Discloser, or (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information.

3. Restrictions on Disclosure. Recipient shall hold Discloser's Confidential Information in strict confidence and will not disclose or copy Discloser's Confidential Information to any third party without Discloser's prior written approval. Recipient shall use the same procedures to protect Discloser's Confidential Information as it uses to protect its own Confidential Information, but in any event no less than commercially reasonable procedures.

4. Exclusions. Recipient has no confidentiality obligations under this Agreement with respect to information that (a) Recipient independently develops without use of Discloser's Confidential Information, (b) was, at the time of disclosure, already known to Recipient without restriction on use or disclosure and was not obtained from Discloser, (c) is lawfully disclosed to Recipient by a third party who is not required to maintain its confidentiality, or (d) is approved for release by Discloser.

5. Ownership of Confidential Information. The Confidential Information of Discloser is and will remain the property of Discloser. Nothing in this Agreement grants or confers any rights to Recipient by license or otherwise in Discloser's Confidential Information, except as expressly provided in this Agreement. Upon termination of discussions relating to the proposed business relationship or transaction between the parties or upon request of Discloser, whichever is sooner, Recipient shall return all of Discloser's Confidential Information, or destroy it and provide Discloser with written confirmation of such destruction.

6. No Warranties. Discloser makes no warranty, whether express, implied or statutory, with respect to Discloser's Confidential Information, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.

7. Disclosures Required by Law. If Recipient becomes legally obligated, or receives a subpoena or other legal demand, to disclose any of Discloser's Confidential Information, Recipient shall promptly notify Discloser in writing prior to the disclosure being due, shall cooperate with Discloser in seeking a protective order or other appropriate remedy limiting the disclosure, and shall protect the confidential status of Discloser's Confidential Information to the maximum extent practicable.

8. Remedies Upon Breach. Recipient agrees that in the event of a breach or threatened breach of this Agreement, Discloser may have no adequate remedy in money damages and, accordingly, will be entitled to an injunction against such breach, in addition to any other legal or equitable remedies available to it.

9. No Public Statements. Recipient will not issue or confirm any statement, or otherwise disclose information to any third party, concerning the following (except with Discloser's prior written consent as to the content and timing of any such disclosure): (a) the nature of the discussions or the proposed business relationship or transaction between the parties; (b) the fact that discussions between the parties have taken place or that the parties have exchanged Confidential Information; or (c) the existence of this Agreement.


10. Return or Destruction. Upon the request of the Discloser, the Recipient shall: (a) at its own expense, (i) promptly return to the Discloser all information that is in tangible form (and all copies thereof) that is the property of the Discloser or that contains any of Discloser's Confidential Information, or (ii) upon written request from the Discloser, destroy all such information and provide the Discloser with written confirmation of such destruction; and (b) cease all further use of the Discloser's Confidential Information.

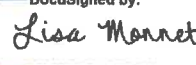
11. Miscellaneous. This Agreement is governed by the laws of Florida, without regard to its rules on conflicts of law. Neither party may assign any of its rights or delegate any of its obligations under this Agreement unless consented to in writing by the other party (which consent will not unreasonably be withheld). No modification of this Agreement will be effective unless in writing and signed by both parties. No waiver of any provision of this Agreement will be effective unless signed by the waiving party. This Agreement is the entire agreement between the parties regarding nondisclosure of Confidential Information and supersedes all prior agreements between the parties on that subject. This Agreement, and all obligations contained in this Agreement shall expire one year following the Effective Date. If a court finds a provision of this Agreement to be invalid or unenforceable, the parties intend for such provision to be reduced in scope or otherwise modified by the court to the minimum extent necessary to render the provision reasonable and enforceable. If the provision cannot be so modified, then the provision will be deemed severed from this Agreement and all of the other provisions will remain in effect.

The Parties have signed and entered into this Nondisclosure Agreement as of the Effective Date.

**Nitro Solutions, LLC**

**Recipient:**

DocuSigned by:  
  
By: \_\_\_\_\_  
0617A5F2C38444E...

DocuSigned by:  
  
By: \_\_\_\_\_  
7450F1FC131F47E...

Name: Pete Slade

Name: Lisa Monnet

Title: President

Title: CEO

Date: 5/17/2017

Date: 5/18/2017

# Lisa Monnet

CEO, Eye C Solutions / President, Tampa Bay Defense Alliance | Monnet International

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## Summary

**Leadership is practiced not so much in words as Attitude and in Actions**

Lisa Monnet is a highly accomplished professional with senior leadership experience in operations, finance, strategic planning, brand recognition and business development. Results-oriented, decisive leader with proven record in revenue growth, strategic marketing development, operational enhancement and process improvement. Lisa demonstrates strong strategic planning skills with in-depth expertise in developing and implementing growth strategies. Effective in developing relationships with C-suite level executives, board members and key influencers, Lisa consistently exceeds organizational goals; capitalizes on business opportunities; and oversees sales management and national brand recognition awareness.

Ms. Monnet has been an advocate for health care for several years, her passion for improved patient care, improved technology and outcomes led her decision to found Eye C Solutions with emphasis on better health through information technology. Recognized as a forward-thinking and solutions-oriented leader, Ms. Monnet is a strong advocate of market-based solutions, the expansion and use of health information technology and the innovation needed in today's challenging health environment. Ms. Monnet is well known for her ability to create a family of devices and services that empower organizations around the globe to make informed decisions for better outcomes.

## Specialties

Single-Sign On (SSO)

Biometrics | Secure Authentication and Access Management

Biotechnology | Biomedical Research

Health Information Technology | Security | Compliance

Senior Executive Leadership | Global Business Operations

EXHIBIT E

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## Experience

**President at Tampa Bay Defense Alliance**

November 2015 - Present (1 year 2 months)

As civic leaders in Tampa Bay, we have the responsibility, the energy and the determination to improve the quality of life, enhance the overall economic well-being, positively affect public policy, tackle obstacles and solve problems facing our defense community. We will be a forum of and for strategic thinkers, and will provide vital linkage to all organizations supporting our military personnel and their families.

**CEO at Eye C Solutions**

November 2011 - Present (5 years 2 months)

Eye C Solutions was founded with emphasis on better health through information technology. We are a highly responsive, customer-oriented organization delivering integrated solutions to the Government and Commercial sectors. We assist clients in navigating through the complexities of today's challenging health environment by removing barriers for clinicians. We offer a broad portfolio of advanced, healthcare specific solutions in Biometrics, Health Information Technology, Managed IT Security, Medical Intelligence and Geospatial Health Informatics. We have a long track record of successful implementations worldwide.

**Principal at Private Jet Charter / General Aviation**

1999 - Present (17 years)

Direct global operations of private jet travel, ensuring corporate goals are achieved and all divisions of the business are focused on upholding the commitment to safety, service, people and brand. Approve company annual budget, audit reports, and material business decisions. Review outcomes and metrics created for evaluating its impact, and regularly measuring its performance and effectiveness using those metrics. Execute an annual operating budget of \$180 million while administering \$320 million in assets. Our international compilation of FBO's deliver essential support services for business and private aviation, including refueling, hangar garages, and a variety of other amenities essential to the safe and efficient operation of an aircraft.

**Member of the Board of Directors at The Greater Tampa Bay Chapter of Women In Defense**

February 2012 - August 2014 (2 years 7 months)

The Greater Tampa Bay Chapter of Women In Defense seeks to strengthen and influence the defense and national security industry by inspiring women, growing professional relationships, and cultivating the advancement of women leaders in government, military, and industry.

**Chief Operating Officer (Consultant) at CLI Solutions**

January 2011 - December 2011 (1 year)

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**Volunteer Experience****Volunteer at Angel Flight Soars, Inc.**

Angel Flight arranges free air transportation for people who need to travel to receive lifesaving medical treatment, but lack the means. We believe illness isn't stopped by boundaries and cures shouldn't be either – whether the boundaries are geographic or monetary. We help families focus on getting better instead of worrying about how to get there.

**Volunteer at Children's Cancer Research Fund**

Children's Cancer Research Fund invests in lifesaving, leading-edge research in the prevention, diagnosis, treatment, and cure of childhood cancers and blood-related disorders. Fueled by compassion, investments in

key research initiatives and patient care have led to innovative treatments, faster cures, new discoveries, and compassionate quality-of-life programs that give hope to pediatric patients and their families.

---

## Honors and Awards

### **American Spirit Award**

National Business Aviation Association (NBAA)

The National Business Aviation Association American Spirit Award is presented in recognition of an individual who exemplifies the courage and pursuit of excellence to others that characterize men and women who created and nurtured the American aviation industry.

### **Al Ueltschi Award for Humanitarian Leadership**

National Business Aviation Association (NBAA)

The National Business Aviation Association offers the Al Ueltschi Award for Humanitarian Leadership in recognition of the spirit of service demonstrated by humanitarian leaders within the business aviation community.

### **Businesswoman of the Year - Entrepreneur Finalist**

Tampa Bay Business Journal

2014

### **Top 50 Woman-Owned Small Business**

Tampa Bay Business Journal

2015

Out of the Top 100 Women-Owned Businesses in the Tampa Bay area, Eye C Solutions ranked #32 of 100 based on revenue by the Tampa Bay Business Journal.

---

## Courses

### **CEO**

Eye C Solutions

Certification in Shipley Associates Capture & Proposal

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## Organizations

### **The Greater Tampa Bay Chapter of Women In Defense**

Board of Directors/Membership Chair

January 2013 to Present

The Greater Tampa Bay Chapter of Women In Defense (WID), A National Security Organization and an affiliate of the National Defense Industrial Association (NDIA) chartered on April 29, 2013. WID's mission is to cultivate and support the advancement and recognition of women in all aspects of national security.

It was established to provide women a formal environment for professional growth through networking, education, and career development.

Membership in WID is open to all professional women and men whose primary professional activities are related to national defense or any aspect of national security. All WID members are automatically members of NDIA at no additional cost. Annual membership dues are \$35 and Government & Military dues are complimentary.

**Central & North Florida Chapter of HIMSS (CNFHIMSS)**

Education Chair

July 2014 to Present

HIMSS is a part of HIMSS WorldWide, a cause-based, global enterprise producing health IT thought leadership, education, events, market research and media services around the world. Founded in 1961, HIMSS WorldWide encompasses more than 52,000 individuals, of which more than two-thirds work in healthcare provider, governmental and not-for-profit organizations across the globe, plus over 600 corporations and 250 not-for-profit partner organizations, that share this cause. HIMSS WorldWide, headquartered in Chicago, serves the global health IT community with additional offices in the United States, Europe, and Asia.

**Women Impacting Public Policy (WIPP)**

Policy & Legislation/Procurement Committee

March 2012 to Present

Advise and advocate on legislative and regulatory procurement issues. Work with agencies to ensure fair treatment relating to government contracts for small and women-owned businesses, specifically the unbundling of federal contracts and effective subcontracting plans.

**National Business Aviation Association**

Founded in 1947 and based in Washington, DC, the National Business Aviation Association (NBAA) is the leading organization for companies that rely on general aviation aircraft to help make their businesses more efficient, productive and successful. The Association represents more than 10,000 companies and provides more than 100 products and services to the business aviation community.

---

**Skills & Expertise**

**Leadership**

**Business Development**

**Strategic Planning**

**Government**

**Program Management**

**Process Improvement**

**DoD**

**Government Contracting**

**Management**



**Military**  
**Security**  
**Security Clearance**  
**Defense**  
**Proposal Writing**  
**Operations Management**  
**Intelligence**  
**New Business Development**  
**Team Leadership**  
**Business Strategy**  
**Aviation**  
**Entrepreneurship**  
**Executive Management**  
**Healthcare**  
**Procurement**  
**Strategic Financial Planning**  
**Business Acquisition**  
**Strategy**  
**Information Assurance**  
**National Security**  
**Analysis**  
**Command**  
**Counterterrorism**  
**Management Consulting**  
**Strategic Partnerships**  
**Training**  
**Organizational Leadership**  
**Team Building**  
**Intelligence Analysis**  
**Army**  
**Healthcare Information Technology**  
**Microbiology**  
**Start-ups**  
**Systems Engineering**  
**Risk Management**  
**Cross-functional Team Leadership**  
**Military Operations**  
**Military Experience**  
**Mergers & Acquisitions**  
**Homeland Security**  
**Project Management**

---

Education

**Creighton University**

Ph.D, Medical Microbiology

**University of Colorado at Boulder**  
Bachelor of Science (BS), Human Resources

**University of Denver**  
MBA, Business Administration, Management and Operations

---

# Lisa Monnet

CEO, Eye C Solutions / President, Tampa Bay Defense Alliance | Monnet International

---



## 2 people have recommended Lisa

"I've had the pleasure of working with Dr. Monnet for the past 3 years ... Lisa is a role model within the Tampa Bay area and the Defense Community! A highly skilled businesswoman and entrepreneur, Lisa epitomizes the leadership attributes that have earned her the reputation and admiration of professionals, entrepreneurs and academicians alike ... always a consummate professional! "

— **Richard McClain**, *Sr Manager / Federal Gov't, Deloitte Consulting LLP*, was with another company when working with Lisa at Eye C Solutions

"I have worked with/for Lisa for the past 11 months at CLI Solutions. I have been totally impressed with her ability to take charge and get the job done. She is not afraid to get her hands dirty so to speak and is perfectly willing to work in the trenches. She is an easy going, fair to everyone kind of leader. She makes you want to do well. She is an outgoing, friendly person who doesn't wear her position on her sleeve like many bosses have a tendency to do. I have thoroughly enjoyed working with her and look forward to continuing to do so well into the future."

— **Lou Tardona Jr**, reported to Lisa at CLI Solutions

[Contact Lisa on LinkedIn](#)

Lisa Monnet

1

Hi Molly! Are you home or do you fly back tomorrow night? We miss you!!

Yes, Pete wears a tux. I have invited Mark who was my VP of Operations for Eye C And Is now my Director of Operations for the Aviation.

LM



Molly

10/6/17, 8:38 PM

EXHIBIT F

NOTE: THIS IS A MARRIAGE LICENSE - NOT A MARRIAGE CERTIFICATE IF IT IS NOT USED. THE PERSON TO WHOM IT IS DELIVERED MUST RETURN IT PROMPTLY TO THE COUNTY CLERK AND RECORDER WHO ISSUED IT.

THIS LICENSE VALID FOR ONLY 30 DAYS FROM DATE OF ISSUE MUST BE USED IN THE STATE OF COLORADO

EXHIBIT G

MARRIAGE LICENSE:  
B0000003  
1/25/2000  
TRACY K. BAKER  
ARAPAHOE COUNTY

# MARRIAGE LICENSE

THE STATE OF COLORADO  
COUNTY OF ARAPAHOE  
LITTLETON, COLORADO 80120

To any person or religious society authorized by Law to Perform the Marriage Ceremony:

GREETING:  
You are hereby authorized to join in marriage

COPY

Mr. MARK ROBERT MONNET and

MRS LISA KAY GUZMAN

and of this license you will make due return to my office.

Witness, my hand and the seal of my office at  
Littleton, Colorado this 4 TH day of JANUARY, 20 00

Tracy K Baker County Clerk and Recorder

By Terry E. ... Deputy



Dated at 07:57 / ... A.M.

## MARRIAGE CERTIFICATE

STATE OF COLORADO }  
COUNTY OF ARAPAHOE }

It is hereby certified that on the 5th day of JANUARY  
A.D., 20 00 at AURORA MUNICIPAL COURT

in said county, the undersigned, a MUNICIPAL COURT JUDGE  
did join in Matrimony in accordance with the laws of the state of  
Colorado and the authorization of the foregoing license

Mr. MARK ROBERT MONNET and

Mrs LISA KAY GUZMAN

Witness, my hand and seal the day and year last above written.

Tracy K Baker  
MUNICIPAL COURT JUDGE

OFFICIAL TITLE

SIGNED Mark A. Monnet

WITNESS

SIGNED Lisa K. Monnet

WITNESS

GROOM

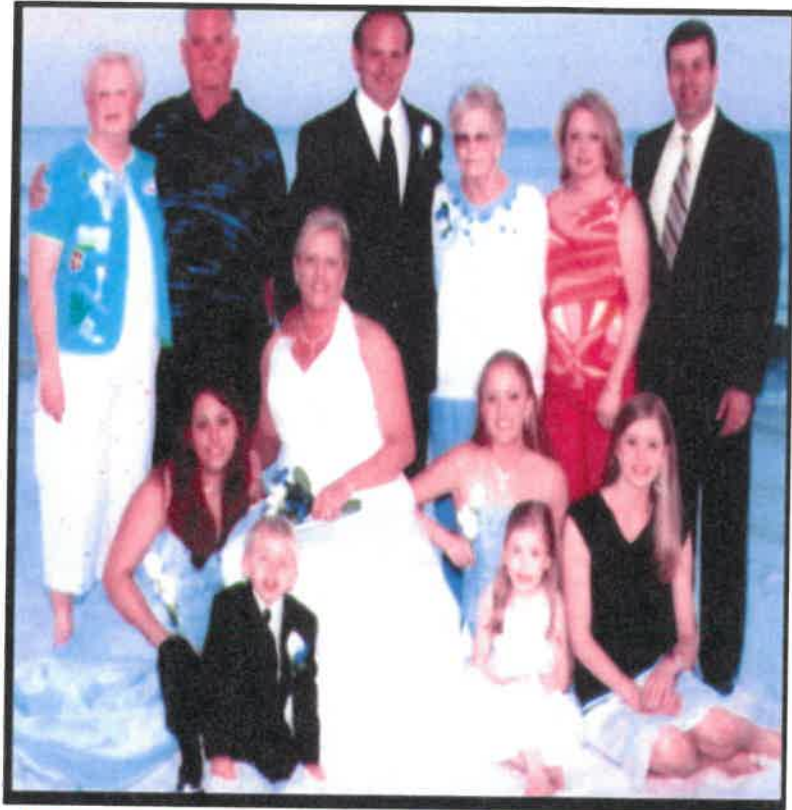
BRIDE

Return to MONNET MARK ROBERT 17642 E LOYOLA DR 1912L AURORA CO 80013

This Certificate, duly executed together with the License, must be returned by the minister or officer who shall have solemnized the marriage, to the office of the



1 Photo of Ms. Monnet with "Mark Roberts"  
August 11, 2009



2 Photo of Ms. Monnet with "Mark Robert Monnet"  
On or around January, 5, 2000

EXHIBIT H



Most Current Owner/Registrant/Lien Information - 10/21/2016 to 06/22/2018

**Title Holders**

**LISA KAY MONNET**  
3925 90TH AVE E, PARRISH, FL 34219-2218 (MANATEE COUNTY)

**MARK ROBERT MONNET**  
3925 90TH AVE E, PARRISH, FL 34219-2218 (MANATEE COUNTY)

Title Number: 0126172114

State Titled In: FL

Original Title Date: 11/02/2016

Title Transfer Date: 11/02/2016

**Registrant**

**LISA KAY MONNET**

Registered: 10/21/2016 to 06/22/2018

DOB: 06/1964

**Addresses Registered to While owned by LISA KAY MONNET**

3925 90TH AVE E, PARRISH, FL 34219-2218 (MANATEE COUNTY) (10/21/2016 to 05/16/2017)

**Registrant**

**MARK ROBERT MONNET**

Registered: 10/21/2016 to 06/22/2018

DOB: 11/1966

3

## *Continental Investigative Services, L.L.C*

101 N. Park Avenue, Suite 200

Herrin, Illinois 62948

618-942-9352

Illinois Agency #117-001720

[www.cisinvestigators.com](http://www.cisinvestigators.com)

*Richard (Rick) Knight*

*Private Detective, IL. #115-002317*

Date: November 28th, 2017

### **Report Of Investigation**

On November 18th, 2017, Continental Investigative Services, LLC, hereafter referred to as CIS was contacted by Nitro Solutions 501 E. Kennedy Blvd, #910, Tampa, Florida 33602. Private Detective Richard (Rick) Knight, IL #115-002317 was asked to conduct a background investigation concerning LISA KAY MONNET, DOB: 06/22/1964. [REDACTED]

The focus of the investigation is for information concerning MONNET's prior work history, verification of educational credentials, criminal history, assets, and other background suitability information useful to Nitro Solutions.

Detective Knight conducted a comprehensive background report utilizing TLOxp, an investigatory research company used in the normal course of business by CIS. The report indicates LISA KAY MONNET, DOB: 06/22/1964, also known as Lisa Kay Guzman; Lisa Suzanne Monnet; Elizabeth Suzanne Guzman; Lisa Suzanne Guzman; Lisa W. Guzman; Lisa J Whatley was issued social security number [REDACTED] in 1973-1974 in the State of Alabama. TLOxp report indicated MONNET was issued a Florida drivers license #M [REDACTED] on 09/30/2011. According to driver's license information, MONNET's address is listed at 6161 Bobby Jones Court, Palmetto, Florida 34221-6627. Biographical information is that MONNET is a White female, approximately 5'6". MONNET'S current address is listed as 3925 90th Avenue East, Parrish, Florida 34219-2218. Detective Knight also found approximately 30 other addresses previously used or associated with MONNET. (TLOxp report referred to as PEOPLE). Other information contained in this report are possible relatives, phone numbers used or previously associated with MONNET, email addresses, bankruptcies, liens, utilities, and judgments.

The report indicates that LISA KAY MONNET and FRANK GUZMAN filed a Chapter 7, Case Number 9911108 on February 1, 1999 in the U.S. Bankruptcy Court, District of Colorado.

According to records of the Court, LISA K. GUZMAN resided at 5146 S. Malaya Way, Centennial, Colorado. GUZMAN was represented by the law firm of James E. Kuttler, 15200 E. Girard Ave, Suite 3000, Denver, CO, phone: 303-627-4480. Discharge date is listed as 05/06/1999, and a closed date of 07/22/1999.

There were two judgments located against MONNET. A civil judgment against LISA MONNET, 19952 East Radcliff Place, Centennial, CO 80015-5414, in the amount of \$1,668. The plaintiff is listed as CACH, LLC, Case No: 05C116585, Arapahoe-Littleton County Court, Littleton, CO. 303-798-0270. Filing date is 11/14/2005. The second is a civic judgment against LISA K. GUZMAN, 17161 East Mercer Drive, Aurora, CO 80013-3252, in the amount of \$325. The plaintiff is listed as Fidelity Credit Services, Case No: 1C93108744, Same court as referenced above with a filing date of 12/08/1993.

An asset report was conducted indicating that LISA K MONNET and MARK MONNET previously owned a residence in Centennial, CO which was surrendered in the bankruptcy petition and subsequently sold by the Public Trustee of Arapahoe County, Centennial, CO.

A search of educational credentials was conducted through the National Student Clearing House, referred to as NSCH. NSCH is an educational records center that tracks and monitors educational records from colleges and universities in the United States. Specifically, a request for educational records from NSCH for verification of a Bachelor of Arts (BA) degree from the University of Colorado was conducted with negative results. A request for educational records from NSCH for verification of a Masters in Business Administration (MBA) from the University of Denver was conducted with negative results.

On November 28th, 2017, Detective Knight contacted the University of Colorado, Office of the Bursar for educational records of LISA KAY MONNET. According to the Bursar's office, no individual identified as LISA KAY MONNET, DOB: 06/22/1964 or LISA KAY GUZMAN has attended or been awarded a degree from the University of Colorado system. Subsequently, Detective Knight contacted the University of Denver, Officer of the Registrar for verification of educational records. According to the Office of the Registrar, no individual identified as LISA KAY MONNET, DOB: 06/22/1964 or LISA KAY GUZMAN has attended or been awarded an MBA or any other degree that the University of Denver.

On November 29th, 2017, Detective Knight contacted Creighton University School of Medicine for verification of Educational records for MONNET. MONNET had previously published on her professional resume' to have attended Creighton University School of Medicine and was awarded a PhD in Medical Microbiology. According to the records of that institution, no individual identified as LISA KAY MONNET or LISA KAY GUZMAN has attended or been awarded a PhD or any advance degree or graduate program.

Nitro Solutions also requested information concerning aircraft used as personal charter aircraft by an individual identified as Richard Branson. Specifically, if Branson or any private or corporate pilot/ aircraft filed a flight plan for November 11th, 12th and 17th with



Sarasota/Bradenton, Florida as the destination. The following three aircraft tail numbers were identified as aircraft utilized by Branson as personal charter aircraft.

1. G-VALG, decommissioned in 2014
2. M-VGIN, No flight plan was located
3. V-GAL, last flight plan filed with the FAA was from the Philadelphia, PA airport to Teeterboro, New Jersey airport on October 16th, 2017

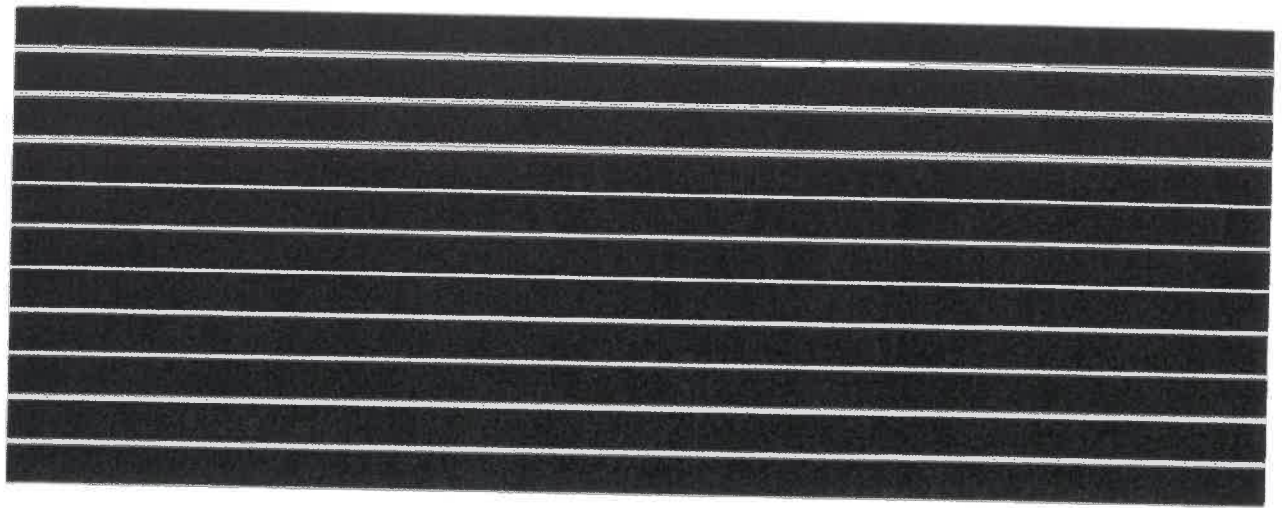
A records search for vehicle asset information was conducted. TLOxp vehicle records indicated that MONNET owns a 2014 Mercedes-Benz, Series 250, Model C, VIN: [REDACTED] Florida registration [REDACTED] Color: Green. The registered owners are LISA KAY MONNET and MARK ROBERT MONNET, 3925 90th Ave E, Parrish, Florida 34219-2218. Current lien holder is Wells Fargo Bank.

[REDACTED]

Information was obtained indicating that LISA KAY MONNET, 2371 123rd Place, Parrish, Florida is affiliated with Eye C Solutions, LLC. The business shows previous address at 4860 West Kennedy Blvd, Tampa, FL; and 6161 Bobby Jones Court, Palmetto, FL.

Further information was obtained indicating that LISA KAY MONNET is the registered agent for a Florida corporation. The corporation identified in TLOxp records as MONNET INTERNATIONAL, INC, 2371 123rd Place E, Parrish, Florida 34219-6908 is a profit corporation filed in the State of Florida Street, Tampa, FL 33609-2827. LISA KAY MONNET is listed on the Board of Directors and as the Registered Agent. The address for MONNET is the as the address for the corporation.

[REDACTED]



Investigation is continuing...

EXHIBIT J



1 Below is Dr. Lisa Monnet, President of TBDA with officers from the NSF.



The second annual Tampa Bay Trophy was presented to Dr. Joe Leverett at the national Airlift/Tanker Association Convention on 27 October 2016 in Nashville, Tennessee. The Tampa Bay Trophy is sponsored annually by the Tampa Bay Defense Alliance; Honoring the lifetime distinguished commitment of a Community Leader to an Airlift/Tanker installation. The trophy recognizes an pride and sup 3 : this Community Leader emulates in seeking out ways to honor our servicemen and women. Dr. Lisa Monnet, President of the Tampa Bay Defense Alliance joined ATA President, CMSGT Mike Kerver (ret), General Dewey Everhart, Commander, Air Mobility Command and General Darren McDew, Commander, US Transportation Command to present this year's award to Dr. Leverett of Altus AFB, Oklahoma.

#### Presidential Candidate Visit with Members of Tampa Bay Defense Alliance

In October, Presidential Candidate Donald Trump made a visit to Tampa to discuss Veterans Affairs Reform. Lisa Monnet from the Tampa Bay Defense Alliance attended this meeting that centered around veterans receiving the proper care that they desperately need. Discussions were held concerning both veteran suicide prevention and traumatic brain injuries (TBI).



ORLANDO WORLD CENTER MARRIOTT, ORLANDO, FLORIDA

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**EXHIBITS TO AMENDED COMPLAINT**

**K - Z**

**17-CA-010953**


TAMPA BAY DEFENSE ALLIANCE

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## Meet Our Leaders


### Officers



**DR. LISA MONNET**  
TBDA President



**BRIG GEN (R) "CHIP" DIEHL**  
TBDA Vice President







**JIM SAMPEY**  
TBDA Secretary

1

Pre legal filing


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## Meet Our Leaders

### Officers



Dr, Lisa Monnet- TBDA President

**LISA MONNET**  
TBDA President



**BRIG GEN (R) "CHIP" DIEHL**  
TBDA Vice President

2

Post legal filing. 'Dr.' removed, but 'alt' tag for mouse hover still exists

[Next List](#)

Officer/RA Name Search  
Search

### Officer/Registered Agent Name List

Officer/RA Name	Entity Name	Entity Number
1 <a href="#">MONNET, LISA DR.</a>	TAMPA BAY DEFENSE ALLIANCE, INC.	N12000000204
<a href="#">MONNET, LISA DR.</a>	TAMPA BAY DEFENSE ALLIANCE, INC.	N12000000204
2 <a href="#">MONNET, LISA K</a>	EYE C SOLUTIONS, LLC	L11000134267
<a href="#">MONNET, LISA K</a>	EYE C SOLUTIONS, LLC	L11000134267

#### 2016 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N12000000204

Entity Name: TAMPA BAY DEFENSE ALLIANCE, INC.

**Current Principal Place of Business:**

5521 W CYPRESS ST.  
101  
TAMPA, FL 33607

**Current Mailing Address:**

P.O. BOX 172925  
TAMPA, FL 33672 US

FEI Number: 45-4380305

**Name and Address of Current Registered Agent:**

3 [MONNET, LISA DR.](#)  
5521 W. CYPRESS ST.  
TAMPA, FL 33607 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: [LISA MONNET](#)

Electronic Signature of Registered Agent

02/13/2016

Date

**Officer/Director Detail :**

Title	PRES.DENT	Title	VP
3 Name	<a href="#">MONNET, LISA DR.</a>	Name	DIEHL, CH P
Address	PO BOX 172925	Address	P.O BOX 172925
City-State-Zip	TAMPA FL 33672	City-State-Zip:	TAMPA FL 33672
Title	SECRETARY		
Name	SAMPEY, J M		
Address	PO BOX 172925		
City-State-Zip:	TAMPA FL 33672		

FILED  
Feb 13, 2016  
Secretary of State  
CC9221929995

EXHIBIT L

Certificate of Status Desired: No

[Next List](#)



**Subject:** Confirmation of Meetings

**1 Date:** Thursday, June 1, 2017 at 2:12:42 PM Eastern Daylight Time

**From:** Lisa Monnet

**To:** Pete Slade, Molly Slade

**Priority:** High

**Attachments:** Nitro Solutions BD Contact Excel.xlsx

Pete, Molly –

I have confirmed the meetings scheduled tomorrow with [REDACTED] and [REDACTED] with [REDACTED], and [REDACTED]. If acceptable I will arrive in the office at 12:30 to ensure we are all comfortable with the flow of communication during the meetings.

I do not want to overstep any boundaries. In regards to [REDACTED] and the question yesterday about the Tampa market, I would appreciate the opportunity to discuss. My initial concern is the potential value of the Tampa market. We need a benchmark to assist you in evaluating the agreement from [REDACTED]. We can calculate the potential sales in the Tampa market, market growth in cyber, and determine the penetration rate to provide you with a clear vision of what revenue is attainable .

**2 I am beginning to create a list of potential customers which I have attached** I recommend we methodically go through the viable prospects once the list is completed and decide on who should be contacted initially.

**3 I am working on developing an effective sales and marketing strategy.** I feel it is critical how we position the company in the market. Nitro provides a very unique solution, and I know we can penetrate the market quickly with determination and hard work!

Thank you again for the invitation to join you this evening. [REDACTED] and I look forward to seeing you!

Warm regards,  
Lisa

EXHIBIT M

**Subject:** Nitro Cyber-Defense Info

**Date:** Sunday, June 4, 2017 at 5:52:46 PM Eastern Daylight Time

**From:** Lisa Monnet

**To:** Pete Slade, Molly Slade

**Priority:** High

Pete, Molly –

I hope you are having a relaxing, fun-filled vacation with the family!

In my opinion the list below needs to be completed .. I am happy to assist. I have prioritized by importance. I have begun work on the Sales & Marketing Strategy .. exciting!!!

**Value Proposition – How do we solve the customers' problem**

**Cyber Data Sheet – Core Cyber Capability, Cyber Approach, Key Differentiators**

**Documented Use Cases or Use Case Scenarios**

**Presentation for BD / Handout Slides - Dynamic Cover Slide (Introduction), Agenda, Company Overview, Value Prop (Positioning), Product Description and Differentiators, Proof and Examples (Use Cases), Call to Action (Closing Argument)**

**Nitro Cyber Defense website**

Over the next few weeks as we schedule additional sales presentations, I recommend discussing the items below.

**Due diligence – Understand the customer requirements. Prior to presenting to the buyer, we should conduct thorough research on the company, industry, and competitors. We want to change people's hearts, minds and actions because we provide them a unique solution the company needs.**

**How to overcome objections – Budget, Time, Need, Value**

**Call to action – We want to say thank you while showing a Call to Action slide. It's important that we end the presentation with a strong statement that encourages direct action. The carefully crafted Call to Action slide will lead our audience to reflect on the presentation with a positive outlook.**

Warm regards,  
Lisa

EXHIBIT N



Friday, March 16, 2018 at 12:48:49 PM Eastern Daylight Time

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**Subject:** Growth Equity

**Date:** Thursday, June 29, 2017 at 12:41:18 PM Eastern Daylight Time

1

**From:** Lisa Monnet

**To:** Pete Slade, Molly Slade

Pete,

I will do a little research and get back to you.

2 I will have the outline of the Investor Deck completed by tomorrow and I will have the Channel Partner Agreement completed shortly.

Thanks,

**Lisa Monnet**

Senior Advisor

**Nitro**

Office: 813-223-4677

Mobile: 813-326-2620

501 East Kennedy Blvd - Suite 910, Tampa, FL 33602

EXHIBIT P

July 01, 2017

Nitro Solutions, LLC  
Pete Slade, President & CTO  
Molly Slade, Chief Operating Officer  
501 E. Kennedy Blvd. Suite 910  
Tampa, FL. 33602

Dear Mr. Pete Slade and Ms. Molly Slade:

We are pleased to confirm your request of Eye C Solutions, LLC ("EyeC") to perform consulting services for Nitro Solutions ("Nitro"), collectively ("Parties").

The consulting period, scope of the services to be performed, project timing, contingent employment and our fee structure for this engagement is subsequently described.

**Contingent Employment:**

An employment offer for the position of Chief Executive Officer (CEO), has been made to "Lisa Monnet" by Nitro and accepted July 31, 2017. The terms of this offer will remain in effect until employment contingency is fulfilled.

**Project Timing:**

Our consulting services will begin on July 01, 2017 and run through to the earlier of either a) Nitro securing investment funding; or b) December 31, 2017 (the "Consulting Period"). We will rely on your involvement along with the leadership group in the development of certain planning activities, information and documentation.

**Scope of Services:**

We have outlined our services and tasks below.

Eye C Solutions will focus efforts against components specified below:

- Responsibilities associated with the role of Senior Advisor of Nitro
- Proactively Addressing Issues
- Strategic Operational Enhancement
- BD Engagement Strategy
- Project Management/Administration
- Channel Partner Engagement

**EXHIBIT Q**

**Summary of Professional Fees:**

Our estimated time will average 160 hours monthly. The estimated market value of our professional fees for the Consulting Period will be \$250.00 per hour. The rate discount equals \$32,000.00 monthly. Both parties; Nitro Solutions and Eye C Solutions have agreed to a flat rate payment of \$8000.00 per month plus approved expenses. Such expenses may include reimbursement for approved lunch meetings for Business Development, Channel Partners, Investors, and reasonable travel expenses. Reimbursement for expenses must be pre-approved by Nitro Solutions, LLC.



Eye C SOLUTIONS

During this consulting period, Eye C Solutions will utilize Lisa Monnet on this project. Our fee will be payable based upon the following schedule

1. On a monthly basis for 160 hours per month for a flat fee of \$8000.00 monthly.

We understand that Nitro Solutions will be financially responsible for the fees incurred for this assignment. All invoices are due and payable upon presentation, and are subject to carrying charges of 1.5% per month beginning one month from date of original invoice. Collection costs, including legal fees and court costs, if needed, will be additional.

The above fees do not include future advisory or consulting services that may be required in connection with our work. Any services not included above will be billed at our regular hourly rates of \$250.00 per hour or an agreed upon fee.

**Acceptance:**

The attached contractual conditions are part of this proposal. Please indicate your acceptance of the proposal contained herein by signing and returning the enclosed copy of this letter to us along with the retainer to my attention. Please do not hesitate to contact me if you have any questions.

We appreciate this opportunity to be of service to Nitro Solutions.

Sincerely,

Lisa Monnet



Accepted by:  
Mr. Pete Slade, President  
Ms. Molly Slade, COO  
Nitro Solutions, LLC

  
*Signature*

Jul 24, 2017

*Date*

  
*Signature*

Jul 24, 2017

*Date*

Lisa Monnet

10-1-17



## CONTRACTUAL CONDITIONS

In consideration of Eye C Solutions, LLC performing the services specified, at the fees charged, the client for whom our consulting and advisory services are provided to agree to the following terms and conditions. These terms and conditions may be amended or supplemented only by an agreement in writing and signed by Eye C Solutions

- 1 The nature and scope of work is determined solely by the agreement between the EyeC and the client. Generally, the work is performed only for the use and benefit of the client.
- 2 Client warrants that the person authorizing this engagement is empowered to do so.
- 3 Any client use of the work product and/or services is conditioned upon payment of all Eye C Solutions fees and expenses in accordance with the agreed payment terms set forth in the engagement letter
- 4 Fees are due and payable regardless of whether the work product and/or services coincide with client expectations
- 5 Unless specifically brought to our attention, we will assume there are no hidden or unexpected conditions that would adversely affect our work and/or services
- 6 Our work product, the Eye C Solutions name, and the name of any subcontractor, are not to be used in whole or in part outside the client's organization, without our prior written approval, except for review by client's auditors, tax professionals, legal counsel, lenders and by representatives of taxing authorities. We will likewise preserve the confidential nature of information received from you, or developed during this engagement. Client agrees that Eye C Solutions does not either by entering into this contract or by performing the services rendered, assume, abridge, abrogate or undertake to discharge any duty of client to any other person.
- 7 Delivery schedules quoted assume (unless otherwise stated) that:
  - Written authorization and the payment requested will be received in a timely manner as agreed,
  - All supporting information to be provided by the client will be readily available; and
  - Our staff will be afforded ready access to all things and persons necessary for this assignment.
- 8 No opinion is intended to be expressed about matters that require legal or specialized expertise.
- 9 Eye C Solutions warrants that it will perform its services in a professional manner in accordance with industry standards. Eye C Solutions makes no further warranty of any kind, express or implied.
- 10 Financial information provided by client or its representatives, in the course of this engagement, have been accepted without any verification as fully and correctly reflecting the enterprise's business conditions and operating results for the respective periods, except as specifically noted herein. Eye C Solutions has not audited, reviewed, or compiled the financial information provided to us and, accordingly, we express no audit opinion or any other form of assurance on this information.
- 11 Public information and industry and statistical information, if obtained, has been derived from sources we believe to be reliable; however, Eye C Solutions makes no representation as to the accuracy or completeness of such information and has performed no procedures to corroborate the information.
- 12 Eye C Solutions expressly limits its liability under any legal theory to the amount of the fee paid.
- 13 Eye C Solutions expressly disclaims liability as an insurer or guarantor. Any person seeking greater protection from loss or damage than is provided for herein should obtain appropriate insurance.
- 14 The client shall defend, indemnify and hold harmless Eye C Solutions and its employees, agents or subcontractors against all third-party claims and any judgments, losses, damages or expenses or expenses relating to the performance or non-performance of services by Eye C Solutions.
- 15 If Eye C Solutions is requested or compelled to produce documents or testify with regard to the work performed, regardless of who makes such request, client shall reimburse Eye C Solutions for all costs, including attorney's fees, preparation and interview, travel time, deposition and court time and other related expenses all at Eye C Solutions existing rates.
- 16 In the event of a dispute involving interpretation or performance under this agreement, the dispute shall be submitted to arbitration under the rule of commercial arbitration of the American Arbitration Association, the results of which shall be binding on all parties to this agreement. The arbitration shall be conducted in the city in which Eye C Solutions office is located. The party prevailing at the arbitration shall recover from the other party its costs and expenses, including attorney's, arbitrators and stenographer's fees from the other party.
- 17 Existing Nitro NDA agreement remains in effect.



501 East Kennedy Blvd, Suite 910  
Tampa, FL 33602  
1-813-223-4677

July 31, 2017

Lisa Monnet  
3925 90th Avenue East  
Parrish, FL 34219

Dear Lisa,

Nitro Mobile Solutions, LLC (the "Company") is pleased to offer you the position of Chief Executive Officer reporting to Company's Board of Directors (the "Board") as follows:

Job Start Date:	Mutually agreed, subject to contingencies within.
Work Location:	Tampa, Florida
Classification:	Full Time

Your starting annual salary will be \_\_\_\_\_ paid weekly, less payroll deductions and all required or requested withholdings, based on applicable law and your payroll information and any benefit elections

In addition, your compensation package includes the following (these details are for information purposes and are subject to any policy or plan changes) options:

- The Company offers medical benefits that you will be eligible for after 90 days of employment. Company also offers a SIMPLE IRA retirement plan for employees, which you will be eligible after one year of continuous employment.
- Unlimited vacation (with board approval) and 5 days of sick time per year. The Company observes nine (9) paid holidays per year.
- Following the adoption by the Company of an equity incentive plan, you will be granted an option to purchase \_\_\_\_\_ shares of the Common Stock of the Company or of its parent (the "Option"). The exercise price per share of the Option will be "\$0.01". The Option will be subject to the terms and conditions applicable to options granted under the Company's Stock Plan (as adopted, the "Plan"), as described in the Plan and the applicable Stock Option Agreement. You will vest in 25% of the Option shares on your one year anniversary of employment, and the balance will vest in equal monthly installments over the next 36 months of continuous service, as described in the applicable Stock Option Agreement.

We are required to verify your right to work in the assigned country location. In the United States, this is required by the Immigration Reform and Control Act of 1988. Most other country locations have similar rules. If you accept this offer, then on your first day of work, you will need to bring documentation required to fill out eligibility forms (e.g., U.S. Employment Eligibility Form I-9). Please show this documentation to Molly Slade. Your employment is conditioned upon your meeting the eligibility requirements by your third day at work.

EXHIBIT R



On your first day, you should also bring information and documents that you will need to fill out employee tax forms (e.g., IRS Form W-4 in the United States), personal data forms and Direct Deposit forms (if you choose to participate) that may be required by the Company.

It is Company policy to respect the intellectual property rights of others. You agree not to bring any confidential or proprietary information belonging to another person, including a former employer, to our Company or to use any such information in the performance of your work here. You represent, to the best of your knowledge and belief, that working for our Company will not cause you to violate any contract or third party rights.

It is Company policy to protect our intellectual property and trade secrets. Prior to your start date, you will be required to sign an agreement protecting these Company assets. This offer is conditioned upon your signing that Agreement in the form provided by the Company on or before your Start Date.

Our Company expends considerable time, effort and resources to attract and retain qualified people. You agree during the period of your employment and for eighteen (18) months after your employment terminates not to hire, solicit or attempt to solicit any Company employee with whom you worked during the last eighteen (18) months of your employment (or your employment period, if less than eighteen (18) months) without the Company's written consent.

Important: Once hired, you may terminate your employment with the Company at any time. The Company may terminate your employment at any time. This "employment at will" relationship can be terminated by either party at any time, with or without cause, and with or without advance notice. This employment at-will status cannot be changed except by a written agreement signed by a Company officer and any statement to the contrary is without effect. Your at-will status is not changed by any Company practice, handbook, policy, plan, document or other Company communication.

Employment agreement is for a term not less than three (3) years. Consultancy agreement will remain in effect indefinitely until one million or more investment dollars is received.

This offer letter is contingent upon the Company receiving one million dollars or more of investment funding and expressly limited to its terms and supersedes any other discussions, communications or agreements regarding this subject matter, whether oral or written.

To accept this offer on the terms stated, please sign this Offer Letter and return a copy of it to me within 5 days or receipt.

We look forward to working with you in an enjoyable and productive relationship.

Sincerely,

Accepted:




Pete Slade

By:

Name: Lisa Monnet



2-M 10-1-17  
 10-1-17

**Subject:** RE: Soft Copy of Data Sheet

**Date:** Tuesday, July 4, 2017 at 11:51:34 AM Eastern Daylight Time

1

**From:** Lisa Monnet

**To:** Pete Slade

**CC:** Molly Slade, Lisa Monnet

2 **Attachments:** Lisa Monnet Bio short v 3.docx

Pete,

Thank you. Maybe we should replace or add the screenshot we saw yesterday ... it is so dynamic and will peak interest in my opinion.

I have attached my updated bio to include Nitro, please feel free to edit. Foster will be sending his bio shortly, I spoke to him this morning.

I am creating a list of potential Board Advisors for your review.

Warm regards,

**Lisa Monnet**  
Senior Advisor

**Nitro**

Office: 813-223-4677

Mobile: 813-326-2620

501 East Kennedy Blvd - Suite 910, Tampa, FL 33602

EXHIBIT S

2 **Monnet Monnet Bio short v 3.docx**

Ms. Monnet is recognized globally as an accessible, forward-thinking and solutions-oriented leader. Ms. Monnet is a strong advocate of technology enabled solutions, the expansion and use of disruptive technology, and a relentless champion for the technical innovation needed in today's challenging environment. Ms. Monnet is well known for her ability to create a family of devices and services that empower organizations around the globe, enabling them to drive company performance and profitability.

Ms. Monnet serves as Senior Advisor for Nitro Solutions, a technology firm delivering the industry's most progressive cyber defense technology. Ms. Monnet is a serial entrepreneur and the founder of a multitude of successful start-ups within the general aviation and technology industry, where she has successfully overseen strategic planning and direction, daily operations, overall performance, marketing international partnerships, global sales, and established long-term growth initiatives.

Prior to joining Nitro Solutions, Ms. Monnet served as a Senior Advisor where she provided multidiscipline support to the Intelligence Community and the Department of Defense worldwide. In this capacity, her responsibilities soon expanded to a global scale, as she was responsible for oversight of international special project operations to include global support to intelligence consumers in the operational, technical, geospatial and analytical domains.

Ms. Monnet holds a BS from the University of Colorado, an MBA from the University of Denver, and a Ph.D. from Creighton University School of Medicine.

Ms. Monnet also serves on various boards and leadership councils to include the Tampa Bay Defense Alliance, National Business Aviation Association, The Aspen Institute, Centre for Women, and Health Information and Management Systems Society (HIMSS).

**Lisa Monnet**

**Subject:** FW: Investor Subscription Agreement  
**Attachments:** By Nitro Solutions Investor Subscription Agreement.pdf Nitro Master Investor List.xlsx  
**Importance:** High

**From:** Lisa Monnet  
**Sent:** Sunday, July 30, 2017 1:40 PM  
**To:** Pete Slade <pete@contactnitro.com>; Molly Slade <molly@contactnitro.com>  
**Cc:** Lisa Monnet <lmonnet@contactnitro.com>  
**Subject:** Investor Subscription Agreement  
**Importance:** High

Pete, Molly –

Please see attached agreement for Investors. I have included a link to the general rules and regulations, Securities Act of 1933.

I have also attached the list of Investors although I still need to make additions to the list.

Please let me know if you have questions or concerns and how you wish to proceed.

<https://www.ecfr.gov/cgi-bin/retrieveECFR?pd=&SID=8edfd12967d69c024485029d968ee737&r=SECTION&n=17v3.0.1.1.12.0.46.176>

Thanks,  
Lisa



Actual Document Monnet Attached - From Archive - Confirmed Receipt

	A	B	C	D	E	F	G	H
	Company	People	Title	Phone	Email	Lead	Date Contacted	Location
1								
2			CTO					
3			CEO			Lisa		Orlando
4			CEO					Tampa
5			Partner			Lisa		Tampa
6			President			Lisa		Tampa
7			Senior Exe			Lisa	Use personal email	Miami
8			Managing Director			Lisa	Use personal email	San Francisco
9			Senior Exe			Lisa	Use personal email	Medina
3	10 Virgin	RB	Senior Exe		<a href="mailto:Richard.Ramson@ty.virgin.com">Richard.Ramson@ty.virgin.com</a>	Lisa	Use personal email	
11								

---- Friday August 18, 2017 ----

[8:03 AM] Lisa Monnet: [@PeteSlade](#) [@MollySlade](#) I am running behind this morning, I just had an hour conersation with Richard B. I will show you the emails when I get in. I will be leaving here shortly but will most likely be late for the 9:00 meeting.

EXHIBIT U

**Subject: Angel Investors**

**1 Date: Monday, August 28, 2017 at 8:54:54 PM Eastern Daylight Time**

**From: Lisa Monnet**

**To: Pete Slade, Molly Slade**

Molly, Pete –

I have meetings and conference calls set up in the morning with colleagues:

Christopher Kolenda – Founder, D.C.

Brian Hackney – Anchor, Producer, San Francisco

Brian Ford – COO Bucs, Tampa

John Glenn – U.S. Global Leadership, D.C.

Alex Miller - Mercedes Medical, Sarasota

Ali Ahmed Alnaqbi, Chairman of Middle East and North America Aviation Association in Dubai

Dr. Hamad Al Hammady – Secretary General, The Executive Office of HH Sheikh Mohammed Bin Rashid Al Maktoum

**2 These meetings and calls are all for angel investors. We are going to do this!!!!**

Hope all is well!

Lisa

EXHIBIT V

---- Monday October 30, 2017 ----

[6:47 AM] Pete Slade: @LisaMonnet I am beginning to frame an offer letter for Ashby to join us as CFO. [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED] Thanks!

[7:59 AM] Lisa Monnet: @all I will send them as soon as I return. I'm driving down to meet [REDACTED] again. This is the third meeting which tells me he will invest. Just stopped for gas. R.B wants to invest and use our solution in his company. So excited!!!

EXHIBIT W

**[12:59 PM] Pete Slade: and R.B. is [REDACTED] right?**

**[1:00 PM] Lisa Monnet: RB has also seen the previous agreements. I also told him we are revising and I will send as soon as possible. He will be down in Longboat Key on Dec. 9 and wants to meet with us to provide a demo and proposal for his business.**

**[1:01 PM] Lisa Monnet: yes, RB is [REDACTED]**

**[1:02 PM] Lisa Monnet: I have sent both NDA's. I will send the agreements as soon as I receive them.**

EXHIBIT X

**[1:03 PM] Lisa Monnet: Thank you. In the next few weeks RB will get me the number of devices so we can begin our proposal**

**[1:03 PM] Molly Slade: That's awesome**

**[1:22 PM] Lisa Monnet: @all Things are starting to happen quickly .. we are going to sell units in January and February .. are we prepared as far as logistics?**

**[1:24 PM] Pete Slade: Good question and one for tomorrow to discuss. we will be product ready, but we need to see what the sales unit count looks like to know when/how to pull the lever on firing up our manufacturer (for branded units etc).**

**[3:56 PM] Lisa Monnet: @all I am so excited .. I just spoke to RB and he will allow us to use the name of the business and ... drum roll please ... list us as a partner on their website!!!! Woo Hoo**

**[3:59 PM] Lisa Monnet: This will keep us busy all next year!!**

**[4:00 PM] Lisa Monnet: I will bring in the NDA tomorrow!**

**[4:09 PM] Molly Slade: Woohoo!!**

**[4:15 PM] Pete Slade: Wow that is beyond awesome!!!**

**[4:16 PM] Pete Slade: Can't wait to hear the details :) :)**



## **PERSONAL AND BUSINESS CONFIDENTIALITY AGREEMENT**

**THIS PERSONAL AND BUSINESS CONFIDENTIALITY AGREEMENT** (the "Agreement") made this \_\_\_\_\_ day of November, 2017 (the "Effective Date") is entered into by and between \_\_\_\_\_ and Virgin Group Limited, a Company registered in England with Company Number 02857673 (collectively, the "Parties" and each individually a "Party") for the purpose of preventing the unauthorized disclosure of Confidential Personal and Business Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential personal and business information ("Confidential Personal and Business Information").

The Parties are exploring the possibility of engaging in one or more mutually beneficial relationships (collectively, the "Relationship"). The Parties recognize in the course of their Relationship, it will be necessary for each Party to disclose to the other party certain Confidential Information to the respective organisation (as defined below). Each Party desires to set forth the terms that apply to such Confidential Information.

**NOW, THEREFORE**, for and in consideration of the foregoing, of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Discloser intends to disclose the confidential information to the Recipient upon entering into a business investment relationship for all Intents and Purposes.
2. The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose, without first obtaining the written agreement of the Discloser.
3. The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party with the exception of employees who need to know the same for the Purpose, who know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 2 above and this clause 3.
4. The undertakings in clauses 2 and 3 above apply to all of the information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to:
  - a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
  - b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser.
5. Definition of Confidential Personal Information. For purposes of this "Confidential Personal Information Agreement" shall include all personal information; including knowledge of

personal business operations, knowledge of personal financial investments, balances of any mutual business checking accounts, and knowledge of personal assets. Any oral, written, digital, or visual disclosure of Proprietary Information shall be identified as such by the disclosing Party at the time of disclosure, marked as "Confidential" or with an equivalent legend.

6. Definition of Confidential Business Information. For purposes of this "Confidential Business Information Agreement" shall include all business information; knowledge of business financials, knowledge of business investments, specifications, drawings, sketches, models, samples, computer software, reports, data, techniques, designs, codes, documentation, and other technical information (hereinafter, "Proprietary Information"). All disclosures of such Proprietary Information will be treated as made in confidence if marked as "Proprietary" or with an equivalent legend by the disclosing Party at the time of disclosure. Any oral or visual disclosure of Proprietary Information shall be identified as such by the disclosing Party at the time of disclosure, marked as "Confidential" or with an equivalent legend.

7. The receiving Party shall maintain Proprietary Information in confidence and shall not at any time use such Confidential Information except as required by law. The receiving Party agrees to use the same care and discretion as the receiving Party uses with respect to similar information of its own, but not less than reasonable care, to avoid unauthorized disclosure, publication, dissemination or use of Proprietary Information received hereunder. Should it become necessary for the receiving Party to disclose the disclosing Party's Proprietary Information to a third party because of a requirement of law or regulation, it shall be disclosed only to the extent required by law or regulation.

8. All Confidential Information delivered pursuant to this Agreement shall be and remain the property of the disclosing Party, and any documents containing or reflecting the Confidential Information, and all copies thereof, shall be promptly returned to the disclosing Party upon written request or destroyed at the disclosing Party's option. The obligations of the Parties under this Agreement shall continue and survive the completion or abandonment of the Business Relationship and shall remain binding for a period of (10) years from the Effective Date.

9. As a violation by either Party of this Agreement could cause irreparable injury to the other Party and as there is no adequate remedy at law for such violation, the non-breaching Party may, in addition to any other remedies available to it at law or in equity, enjoin the breaching Party in a court of equity for violating or threatening to violate this Agreement. In the event either Party is required to enforce this Agreement through legal action, then it will be entitled to recover from the other Party all costs incurred thereby, including without limitation, reasonable attorney's fees.

10. Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

11. This Agreement is to be governed by and construed in accordance with English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or

may arise out of, or in connection with, this Agreement. Neither Party shall be deemed to waive any of its rights, powers or remedies hereunder unless such waiver is in writing and signed by said party. This Agreement is binding upon and inure to the benefit of the Parties and their successor and assigns.

12. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and is intended as the Parties' final expression and complete and exclusive statement of the terms thereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written, digital, or oral. This Agreement may be amended or modified only by an instrument in writing signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year first above written. Both Parties acknowledge receipt of this Agreement.

**Signed and Delivered as a Deed by:**

Name: \_\_\_\_\_

Date: 11/02/2017

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Date: 11/02/2017

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

This Non-Disclosure Agreement (hereafter referred to as the "Agreement") is entered into by and between Nitro Mobile Solutions, LLC /d/b/a Nitro Solutions (hereinafter referred to as Nitro and the "Party"), a Florida Limited Liability Company having its principal place of business at 501 East Kennedy Blvd, Suite 910, Tampa, 33602 and Richard Branson ("Virgin Group")("Recipient"), headquartered at Virgin Management Limited, The Battleship Building, 179 Harrow Rd., London, W2 6NB, UK effective this 28 day of October, 2017, (hereafter referred to as "Effective Date". The "Parties" of this Agreement shall have the meaning of "Nitro", "Discloser" and "Recipient".

1. The Parties desire to exchange Proprietary, Confidential, and other Competitive Sensitive Information and data (hereinafter referred to as "Confidential Information"), as defined below, for the purposes of technical evaluation, planning, costing, possible business association, and marketing. The Parties further desire to protect such Confidential Information from unauthorized disclosure and use under the terms and conditions herein. The Parties consider their relation one of confidence with respect to each other and their sharing of information.
2. In this Agreement, Confidential Information means all information consistent with the purposes of Paragraph (1) that is disclosed in any tangible form and is clearly marked as proprietary or confidential at the time of disclosure, or information that is disclosed orally or visually, designated proprietary or confidential at time of disclosure, reduced to tangible form and clearly marked as Confidential Information within 30 days of the date of disclosure. Confidential Information of each Party shall be disclosed to only those authorized employees or agents of the other respective Party with a need to know to carry out the purposes set forth in Paragraph (1) of this Agreement. This information includes, but is not limited to, business information, financial information, supply and service information, marketing information, personnel information, customer information, and other data that the respective Parties generally consider confidential.
3. Each Party acknowledges and shall protect in the course of evaluating and performing the Proposed Transaction/Transaction, the other Party's Confidential Information from unauthorized disclosure to third parties and shall take all reasonable actions to prevent unauthorized use or disclosure for a period of three (3) years from disclosure. The Recipient shall not disclose Confidential Information to any third party without the prior written consent of the Discloser and shall limit its disclosure to itself (if an individual), its employees, agents, and consultants having a need to know and who are under non-disclosure obligations no less restrictive than those in this Agreement. The Recipient shall cooperate with the Discloser in fully enforcing any such obligations. Recipient shall protect the disclosed Confidential Information by using the same degree of care, but not less than a reasonable degree of care, as Recipient uses to protect from unauthorized disclosure its own proprietary or confidential information of a like nature. The Recipient may make the minimum number of copies of the Confidential Information as reasonably necessary to effectuate the intent of entering into this Agreement, provided each copy is considered Confidential Information and all proprietary legends or markings on the original are retained on the copies. Each party agrees not to reverse engineer, disassemble or decompile any Confidential Information furnished to the other party hereunder without the written consent of the Disclosing Party.
4. The obligations with respect to Confidential Information as set forth in this Agreement are not applicable to any information which (a) is in the receiving Party's possession, or known to it, prior to disclosure, (b) is or becomes public knowledge or available on an unrestricted basis to third parties without breach of this

- Agreement, (c) is or becomes furnished to the U.S. Government with "unlimited" rights, or (d) is compelled by judicial proceedings after either Party diligently attempts to avoid such disclosure and reasonably attempts to ensure that such disclosure will receive confidential treatment.
5. In consideration of the disclosure of Confidential Information, each Party agrees that the other party's Confidential Information shall be kept strictly confidential and shall not be disclosed to anyone in any manner whatsoever, except as otherwise set forth in this Agreement.
  6. All Confidential Information shall remain the property of the originating Party. Each Party warrants that it has the right to make disclosures under this Agreement. Neither this Agreement nor the disclosure of Confidential Information hereunder shall be construed as granting any right or license, express or implied, under any patent, invention, trade secret, copyright, or other intellectual property right now or hereafter owned or controlled by either Party.
  7. All Confidential Information is considered confidential by the Disclosing Party and the exclusive proprietary property of the Disclosing Party. All Confidential Information, unless specified in writing, shall remain the property of the Disclosing party and shall be used by the Receiving party only for the purpose of evaluating the Proposed Transaction.
  8. Either Party upon thirty (30) days written notice to the other Party may terminate this Agreement. Termination of this Agreement for any reason shall not relieve either Party of its obligation to protect the other Party's Confidential Information from unauthorized disclosure for the period specified in Paragraph (3) herein. This Agreement shall automatically terminate three (3) years after its Effective Date. However, in the event this Agreement is incorporated into a subsequent business agreement or contract between the Parties, the term of this Agreement shall automatically be extended for the duration of any such business agreement or contract. Upon termination, each Party shall immediately cease use of the other Party's Confidential Information and shall immediately destroy all copies of such Confidential Information and, at the request of the Discloser, furnish the other Party written certification of destruction or return such Confidential Information to the Discloser within three (3) working days. Notwithstanding the foregoing the Receiving Party may retain one (1) copy of the Confidential Information solely for archival or dispute resolution purposes.
  9. Each Party agrees that should a third party demand pursuant to subpoena, summons, search warrant, court or governmental order that a Receiving Party, its affiliates, or any of their officers, employees, agents, representatives, consultants, contractors, or subcontractors disclose Confidential Information of a Disclosing Party, the Receiving Party shall, except as prohibited by law, notify the Disclosing Party promptly upon receipt of the demand and prior to disclosure of Confidential Information. If such notice is provided and not objected to in writing within ten (10) business days by the Disclosing party, the Receiving party may disclose Confidential Information as necessary to satisfy such a demand without violating this Agreement. If the Disclosing Party objects to the release of the Confidential Information, the Receiving Party shall permit counsel chosen by the Disclosing Party to represent the Receiving Party in order to resist release of the Confidential Information.
  10. Each Party understands that any violation of this Agreement will cause the other Party immediate and irreparable harm, which monetary damages cannot adequately remedy. Therefore, upon any actual or impending violation of this Agreement, either Party may, without further consent being required, apply for the issuance of any restraining order, preliminary and/or permanent injunction, without bond, restraining or enjoining such violation of this Agreement by any entity or person, whether a party hereto or not. It is

understood that such orders are in addition to and do not limit the availability of any other remedy. Each party agrees to indemnify, defend and hold the other Disclosing Party harmless from and against any and all liability, actions, claims, demands, liens, losses, damages, judgments, and expenses, including reasonable attorney's fees, that may arise from the unauthorized disclosure of Confidential Information by the other Party or its consultants, contractors, or subcontractors.


11. Except as permitted by this Agreement, neither of the Parties shall directly nor indirectly make any public or private announcement or disclosure to any third party, except as provided herein, of the fact, content, nature or substance of their discussions concerning the Proposed Transaction/Transaction without the prior written consent of the other Party., except with respect to Federal or State securities laws.
12. Each Party shall bear all costs and expenses incurred by it under or in conjunction with this Agreement; however, the prevailing Party in an injunctive action under Paragraph (7) herein may be entitled to recover its reasonable attorneys' fees. Nothing in this Agreement shall be construed as an obligation by either Party to enter into a contract, subcontract or other business relationship with the other Party.
13. This Agreement is binding on the Parties and their successors and assigns, and its provisions may only be waived or amended in a written document signed by each Party.
14. This Agreement may not be assigned or otherwise transferred by either Party in whole or in part without the prior written consent of the other Party provided that such consent shall not be unreasonably withheld, or necessary for assignment to a parent, wholly-owned subsidiary or legal successor of a Party.
15. This Agreement contains the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the exchange of Confidential Information for the purposes identified in Paragraph (1) herein. All previous oral or written communications, representations, or agreements are superseded by this Agreement.
16. Each Party agrees that, for a period of eighteen (18) months from the date of this Agreement, without the prior written consent of the other Party, it will not (a) solicit (other than by general advertising ) to hire or hire (or cause or seek to cause to leave the employment): (i) any executive employed by the other party, or (ii) any other employee of the other Party who was involved in or with whom contact was made as a result of the Proposed Transaction: provided that nothing herein shall prohibit either Party from hiring any such person who initiates, directly or indirectly, discussions regarding potential employment with such Party.
17. The Receiving Party represents and warrants that no technical data furnished to it by the Disclosing Party shall be disclosed to any foreign national, nation, firm, or country, including foreign nationals employed by or associated with the Receiving Party, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR), including the requirement for obtaining any export license if applicable. The Receiving Party shall first obtain the written consent of the Disclosing Party prior to submitting any request for authority to export any such technical data. The Receiving Party shall indemnify and hold the Disclosing Party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the Receiving Party to comply with this clause or the ITAR and EAR.
18. Each section of this Agreement is severable. If any provision is found to be unenforceable by a court of competent jurisdiction, all other provisions shall remain in full force and effect.


- 19. The Agreement is made under and will be governed by and construed in accordance with the substantive laws of the State of Florida (except that any law that would cause the application of the substantive or procedural law of any other state shall not apply). Parties hereby submit to the jurisdiction of the federal and state courts in Hillsborough County, Florida.
- 20. The waiver of any breach of this Agreement by either Party shall not constitute a continuing waiver by such Party or a waiver by such Party of any subsequent breach of either the same or any other provision of this Agreement.
- 21. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Nitro Mobile Solutions, LLC**

**Recipient**

By:   
Name: Pete Slade  
Title: \_\_\_\_\_  
Date: 10/31/2017

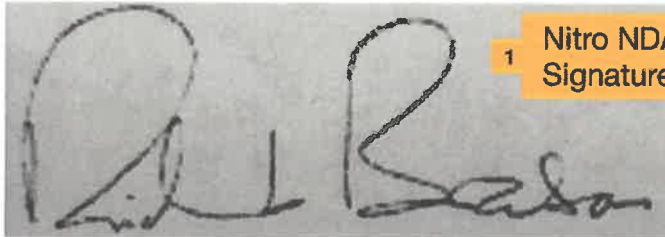
By:   
Name: Richard Branson  
Title: \_\_\_\_\_  
Date: 10/28/2017

**EXHIBITS TO AMENDED COMPLAINT**

**AA – NN**

**17-CA-010953**





<sup>1</sup> Nitro NDA with Richard Branson's Signature



<sup>2</sup> Top Google Image result for search term "Richard Branson Signature"

EXHIBIT AA

2 [redacted] desire to support the goal of making the world a safer place. Lisa Monnet [redacted] fully ask you to review our plan and provide feedback or inquiries as you deem appropriate. [redacted] e.

### Opportunity Identification

[redacted]

The cybersecurity market [redacted]

### Administrative

#### USA

4 NitroUSA will [redacted] and NitroDefender will be [redacted] Virgin [redacted] Trademarks will be filed for the names and logos.

5 All logos will follow the brand/style guides established by the Virgin Group Ltd.

6 A new website will be created that will work for both .com and .co.uk domains.

7 Virgin Group Ltd, will receive [redacted] % equity of [redacted]

#### UK

A new legal entity will be created named "Virgin Cyber Defense Ltd" that has [redacted] % ownership by Virgin Group and [redacted] % ownership by NitroUSA.

Exhibit BB

5 All logos will follow the brand/style guides established by the Virgin Group Ltd.

6 A new website will be created that will work for both .com and .co.uk domains.

8 Virgin Group Ltd, will provide the employees for the positions of CFO, VP of Sales and VP of Strategy.

9 X sq feet of office space in London will be acquired, which will be sufficient to accommodate X amount of staff

### Operational Processes

EXHIBIT BB

- November 2017
  - November 17, 4:49 PM
    - Current version
    - Jennifer Richardson
  - November 8, 11:42 AM
    - Pete Slade
  - November 7, 1:14 PM
    - Zach Marner
  - November 6, 4:50 PM
    - Zach Marner
    - Jennifer Richardson
  - November 6, 2:21 PM
    - Pete Slade
  - November 6, 12:49 PM
    - Pete Slade
    - Zach Marner
    - Jennifer Richardson
    - Molly Slade
  - November 6, 8:02 AM
    - Pete Slade
  - November 5, 8:25 AM
    - Pete Slade
  - November 4, 4:59 PM
    - Pete Slade
  - November 4, 12:34 PM
    - Pete Slade
- 3 November 4, 8:27 AM
  - Lisa Monnet
  - November 4, 8:27 AM
    - Lisa Monnet
  - November 4, 8:26 AM
    - Lisa Monnet
  - November 4, 8:26 AM
    - Lisa Monnet
  - November 4, 8:25 AM
    - Lisa Monnet
- November 3, 5:13 PM
  - Pete Slade
  - Zach Marner
- November 2, 1:30 PM
  - Lisa Monnet
- November 2, 12:45 PM
  - Lisa Monnet

## R.B. Meeting Discussion Notes

In Attendance: Pete, Molly, Lisa and Erin

10/31/17

Lisa- SO EXCITED!

- At a minimum, RB wants to make an investment of \$ [REDACTED]
- but he wants to know how much it would take to get a board seat?
  
- Wants to put appliances into the 4 companies below:
- Atlantic (includes Air France), Media, Mobile, Mastertronic Group
  
- Meeting on Saturday, Dec 9<sup>th</sup> will be in Long Boat Key, needs all day meeting (with attorneys)
- 5965 Gulf of Mexico Drive, Long Boat Key, FL
- Erin to send out calendar invite
- Franck Turner will be with him (nobody is sure who this is)
  
- Mastertronic Group would be first rollout in Jan/Feb
- Need to do an assessment, install and monitor
  
- [REDACTED]
- Wants to monitor from London
- Richard-not a micro manager but will provide direction. Help guide the company to success.
- Does not want other investors
- In London office, would want Nitro Solutions partnering with V
  
- He signed our NDA
- He wants Lisa to lead the effort
- Pete wants to make sure that if we put everything on hold, to take care of this, he doesn't back out at the last minute and then we are out of money
- Add assessment and monitoring verbiage to our Master Agreement
- [REDACTED]
  
- Is the Company in London a JV? Lisa believes yes, but we can discuss on Dec 9<sup>th</sup>. Why we need to keep separate of the US Company?

- Lisa- why don't we fly Steven O'Conner in for the agreement
- Need Ashby to be clued in immediately.
- Would be able to use the V logo
- He would be here in Tampa for a press release
- Lisa has sent him every piece of material that we have

Plan:

- 1) Confidentiality Agreement for all (including Ashby).





[https://[REDACTED]VTW\_white BG.png]

[8:08 AM] Lisa Monnet: Now that is awesome!!!

[8:12 AM] Lisa Monnet: @all I will need all the signed confidentiality agreements please. I need to send them in.

[8:13 AM] Pete Slade: I have them and can hand them over at our 2pm

[8:17 AM] Lisa Monnet: Great!

[8:25 AM] Pete Slade: Concept 2

File uploaded: vtw\_appliance\_redbg.png



[https://[REDACTED]vtw\_appliance\_redbg.png]

[8:34 AM] Molly Slade: Black background

[8:38 AM] Pete Slade: I am curious to see what a black background with red frame looks like

[8:46 AM] Lisa Monnet: I agree with Molly .. black

[9:07 AM] Pete Slade: Lisa - Can you find out if Virgin Group owns any of the following domains?:

[REDACTED].com

[REDACTED].co.uk

[REDACTED].com

[REDACTED].co.uk

[9:08 AM] Lisa Monnet: I can .. (thumbsup)

[9:08 AM] Pete Slade: :)

[9:29 AM] Alex Matheu:

File uploaded: vtw\_appliance\_redbgblack.png



[https://[REDACTED]vtw\_appliance\_redbgblack.png]

[9:34 AM] Pete Slade: I like that.

[9:34 AM] Pete Slade: First and last are good

[9:34 AM] Lisa Monnet: (thumbsup)

[9:35 AM] Zach Marnier: agree, I like both red/black versions

[9:37 AM] Molly Slade: me too

[9:38 AM] Alex Matheu: I still think the Black bezel, red grills is most striking, imo

[9:38 AM] Alex Matheu: but I do like the black grill version

[9:38 AM] Jen Richardson: I like the first the most as well

[9:38 AM] Jen Richardson: But also like the 3rd

[9:44 AM] Lisa Monnet: I like the first one best

--- Wednesday November 8, 2017 ---

[7:24 AM] Lisa Monnet: Pete, is there anything specific you would like me to ask on the call today with the legal team?

[7:40 AM] Pete Slade: Hmm.. Let me think for a sec

[7:40 AM] Pete Slade: Can we ask [REDACTED] will be in the term sheet?

[7:41 AM] Pete Slade: (We need that for planning)

[7:42 AM] Pete Slade: These are the current questions I have for you to take to him. Not sure if any of those work for this team..

[7:42 AM] Pete Slade: (The yellow is an explanation from our accounting firm)

[7:43 AM] Pete Slade: So I guess.. Will the term sheet describe the legal entities. If so, can we use this

[7:43 AM] Lisa Monnet: I will ask about the terms and funds. Thank you for providing the questions. I am preparing now for the call.

[7:44 AM] Pete Slade: Ok. I will send any others I come up with also.

[7:45 AM] Pete Slade: Probably the biggest will be the % and the \$. If that changes from how we have been estimating its use then the whole thing would need to be recalibrated. The sooner that is known to be locked in then the better we can plan.

[7:47 AM] Pete Slade: The other thing that would be good to know is [REDACTED]. They could be [REDACTED] documents. If possible it would be good to know if we will be getting [REDACTED].

[7:47 AM] Pete Slade: Let me capture all these in a single list.

[7:57 AM] Pete Slade: This is what I have so far (all together for convenience)

[7:57 AM] Lisa Monnet: Great, thank you!

[8:15 AM] Lisa Monnet: These questions are very helpful .. (thumbsup)

[8:17 AM] Pete Slade: Great. If you have any questions that come up on the call and want to put them in here, I can do my best to answer or tell you we need to think and get back to them

[8:17 AM] Lisa Monnet: Great!

[9:58 AM] Lisa Monnet: Call started late. I'm still on. They're asking if [REDACTED] so they can determine [REDACTED]

[9:59 AM] Pete Slade: Sec

[10:00 AM] Pete Slade: Getting specifics.

[10:00 AM] Lisa Monnet: Basically how [REDACTED]

[10:00 AM] Lisa Monnet: Ok

[10:02 AM] Lisa Monnet: I would include [REDACTED]

[10:04 AM] Lisa Monnet: Also are you amenable to making major (specified) decisions for the company via Board vote

[10:04 AM] Pete Slade: Yes

[10:04 AM] Lisa Monnet: Not daily decisions, things like where to open other offices

[10:04 AM] Pete Slade: That would be our expectation

[10:04 AM] Pete Slade: yes :)

[10:07 AM] Pete Slade: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[10:07 AM] Pete Slade: Make sense?

[10:08 AM] Lisa Monnet: Yes, thank you! This call has been all about terms. 🙌

[10:09 AM] Pete Slade: Awesome. Going well so far?

[10:09 AM] Pete Slade: (you know I have to ask on the hour)

[10:09 AM] Lisa Monnet: Yes!

[10:11 AM] Lisa Monnet: R and family coming down sooner. Can we move up meeting to Dec 2?

**[10:32 AM] Lisa Monnet: Are you amenable to creating a holding company and putting both companies under the holding company?**

**[10:32 AM] Lisa Monnet: Easier to divide shares???**

**[10:33 AM] Pete Slade: We are open to anything. Is that what they are advising?**

**[10:33 AM] Lisa Monnet: Just asking questions. They are figuring out the term offer**

**[10:34 AM] Pete Slade: (thumbsup) :**

**[10:42 AM] Lisa Monnet: What is permanent establishment risk .. they just mentioned they wanted to avoid it?**

**[10:43 AM] Pete Slade: checking**

**[10:43 AM] Pete Slade:**

**| A permanent establishment (PE) is a fixed place of business which generally gives rise to income or value-added tax liability in a particular jurisdiction. The term is defined in many income tax treaties and in most European Union Value Added Tax systems.**

**[10:44 AM] Pete Slade: Honestly - I am not sure, but open to whatever is in all of our best interest**

**[10:44 AM] Lisa Monnet: They're saying a subsidiary would be best for tax liability**

**[10:46 AM] Pete Slade: Ok - Happy to reduce tax liabilities.**

**[11:02 AM] Jen Richardson: @PeteSlade Do you want █████ listed out in the 8 pages, or just refer to them as "manufacture"**

**[11:05 AM] Lisa Monnet: Call just ended. It was very productive. I will be in my way to office in 5 minutes. Sorry it ran so long!**

--- Thursday November 9, 2017 ---

[8:18 AM] Lisa Monnet: @all I agree Pete. I am taking off .. wish me luck!

[12:41 PM] Lisa Monnet: @all Going well! Can you please let me know if you have the day open on Nov. 17th .. I have a big surprise you will love!

[12:41 PM] Pete Slade: Sure

[12:42 PM] Pete Slade: We are free. Should we block it out?

[12:42 PM] Pete Slade: Did he like the book (or has he seen it yet)?

[1:30 PM] Lisa Monnet: Please block it out ... yes! We will go over the book at dinner.

[1:31 PM] Pete Slade: Whole day, or just a time block?

[1:34 PM] Lisa Monnet: Can you block 9:00 - 3:00 please

[1:34 PM] Pete Slade: ok :)

[1:34 PM] Pete Slade: [REDACTED]

[1:34 PM] Lisa Monnet: Thank you ... it will be worth it! Yay!!!

[5:53 PM] Lisa Monnet: We will have visitors on Friday! 🤗

[5:53 PM] Lisa Monnet: @all

[5:54 PM] Pete Slade: Who?

[5:55 PM] Pete Slade: Do we need to prepare?

[6:01 PM] Lisa Monnet: No prep ... I am not suppose to say but we will one visitor .. R

[6:02 PM] Lisa Monnet: I'm excited. Wants to see the office and meet the incredible team that developed Defender!

[6:02 PM] Pete Slade: Wow - that's amazing!!!! OMG

[6:03 PM] Pete Slade: May still not be alive by then ;)

[6:03 PM] Lisa Monnet: It's suppose to be a surprise. Please do not tell team .. he wants to see the surprise on their face. That's his joy!

[6:04 PM] Pete Slade: Absolutely

[6:04 PM] Lisa Monnet: It's been an awesome day!!

[6:04 PM] Pete Slade: :)

[6:04 PM] Pete Slade: I am beyond excited

[6:06 PM] Molly Slade: Omg!!!! Freaking amazing 🤗🤗🤗🤗

[6:06 PM] Lisa Monnet: Me too ... can't wait for you guys to meet him!

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--- Friday November 10, 2017 ---

[8:00 AM] Lisa Monnet: @PeteSlade We are at lunch right now. I will send you a message when we are finished. Thanks!

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[10:17 AM] Lisa Monnet: @all All is going very well. He likes the logos and the shield! He is having his team check to see if he owns the domains, he doesn't know if he owns them. Did not comment on the booklet. As we discussed, he is all about relationships and talking through things instead of looking at books. Hope you guys are having a good day. What was that email from Mark Price ... how did they know we are looking at an office in UK??



**[2:26 PM] Lisa Monnet: @PeteSlade Can you please email the logos you have? Thank you!**

**[2:34 PM] Pete Slade: Digital versions of the ones in that booklet?**

**[2:39 PM] Lisa Monnet: Yes please!**

**[2:40 PM] Pete Slade: Ok. Zipping them up now. Will provide you a link to download in a moment**

**[2:43 PM] Lisa Monnet: Thanks so much Pete. Things going well there?**

**[2:52 PM] Pete Slade: Here is a download link to the zip file. It contains the ones that are in the booklet. <http://>**

**[2:53 PM] Pete Slade: Yes, going well. Making good progress on the content for the 8 page document.**

**[3:27 PM] Lisa Monnet: Great, thank you!**

**---- Sunday November 12, 2017 ----**

**[7:26 AM] Lisa Monnet: @all The discussions have gone extremely well. I'm anxious to fill you in. I arrive back tomorrow late morning and have a lunch. I have a report to share. I will be in the office after lunch .. around 2:00. Thank you!**

**[9:50 AM] Lisa Monnet: Pete, are you amenable to having their team work on the logo and branding slogan?**

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**[9:59 AM] Pete Slade: They are open for lunch. I have been there.**

**[10:00 AM] Lisa Monnet: Ok. Let me know your preference and how many will go and I will make reservations.**

**[10:01 AM] Pete Slade: Are you able to catch up with us first thing tomorrow morning? The more time we have to know the plan the better we can be prepared. Otherwise, we can catch up with you later in the day. One idea, would be for us to have some gret food catered into the office and he could spend time with the team there**

**[10:01 AM] Lisa Monnet: I will be flying back in the morning .. I'll be in the air.**

**---- Friday November 17, 2017 ----**

**[12:53 PM] Lisa Monnet: All ready?**

**[12:58 PM] Pete Slade: yes we are :)**

**[2:47 PM] Lisa Monnet: I should be there in 15. He is a little behind me**

**[2:50 PM] Lisa Monnet: No laptops or phones in the conference room please**



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## **UK & USA PLAN**

**November 14, 2017**

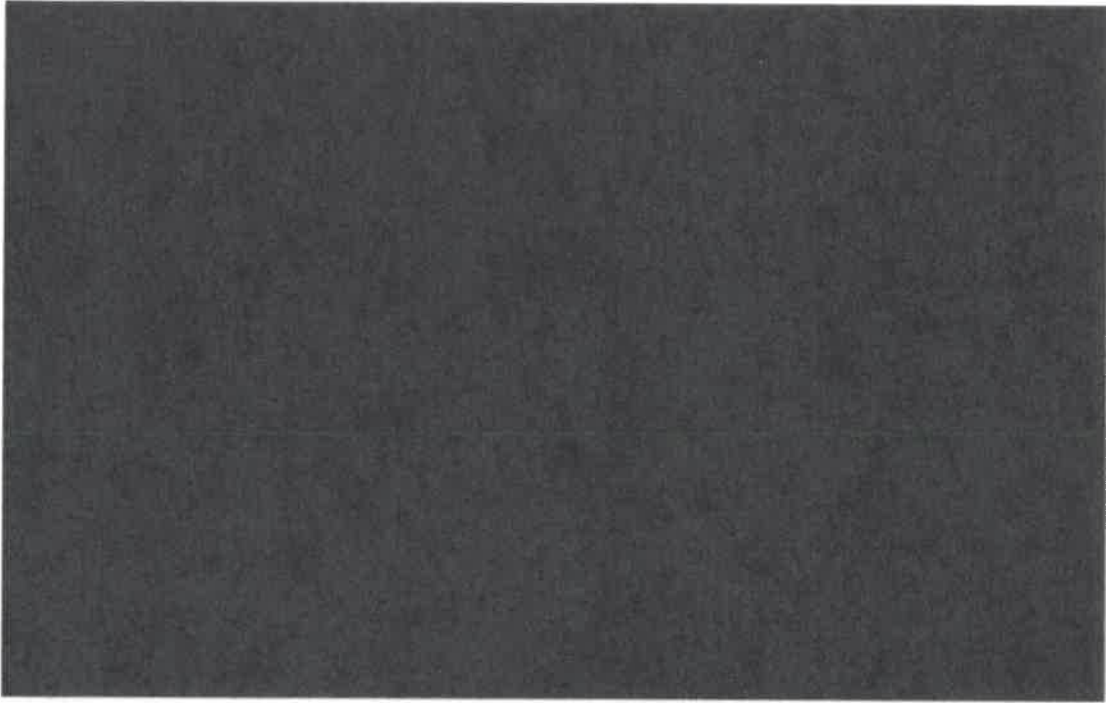
**Private & Confidential**

**All Material Covered By Confidentiality Agreements**

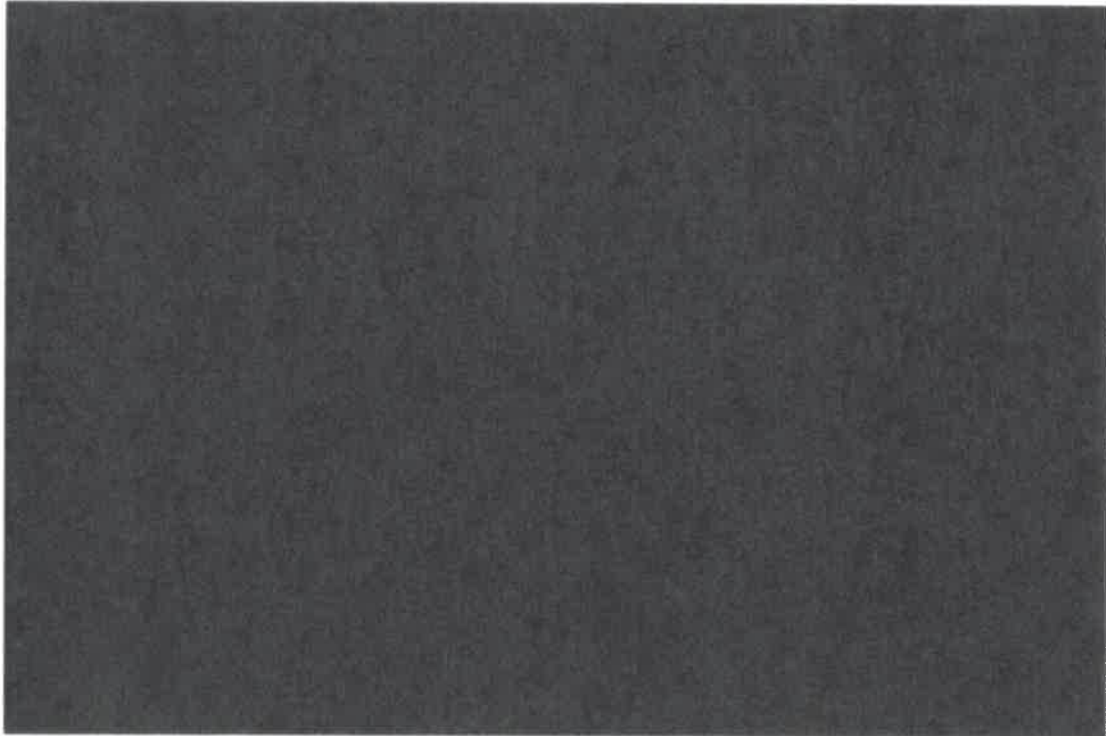
EXHIBIT DD

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## **Market Objective**

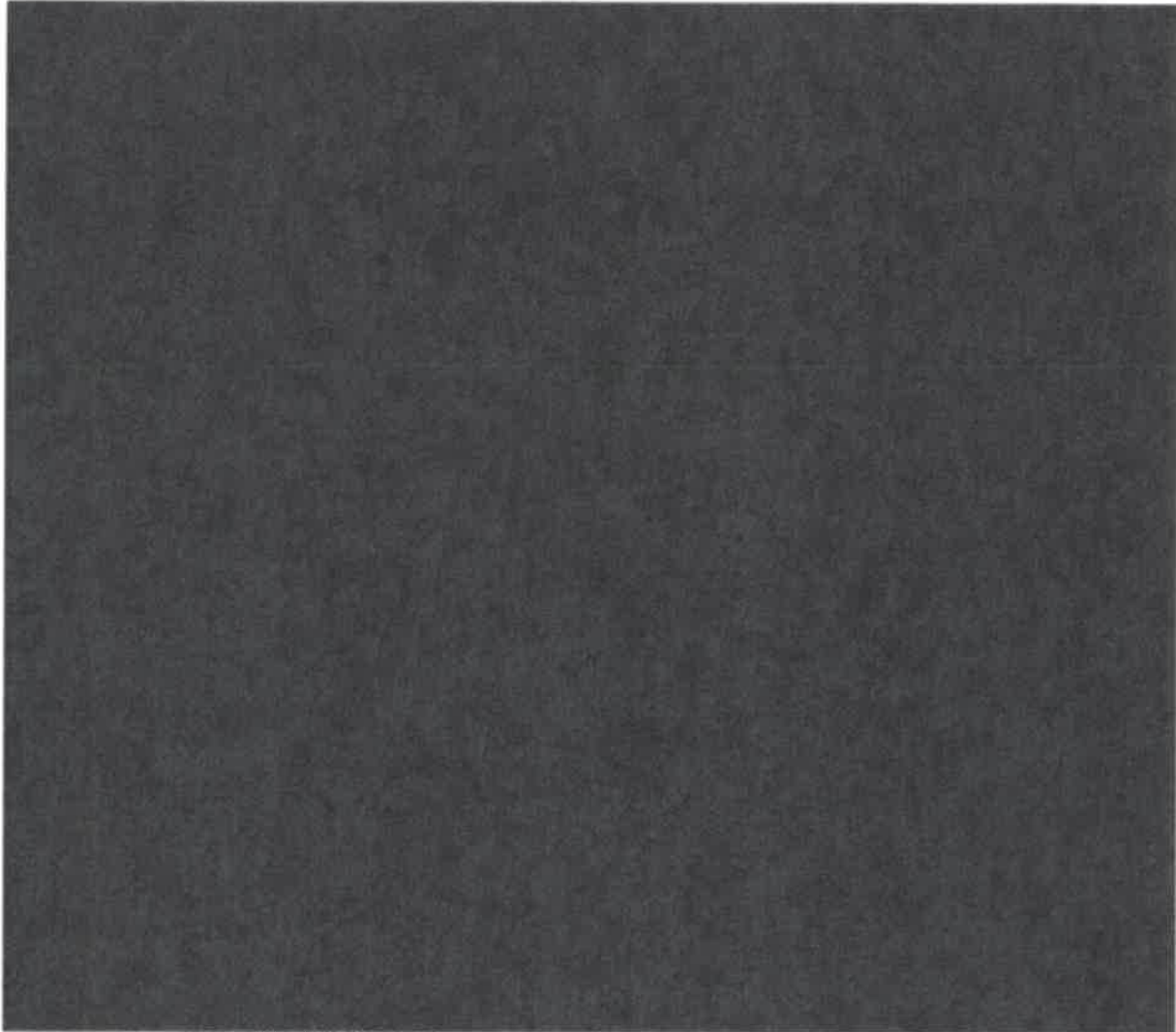


## **Sales Strategy**



## Services

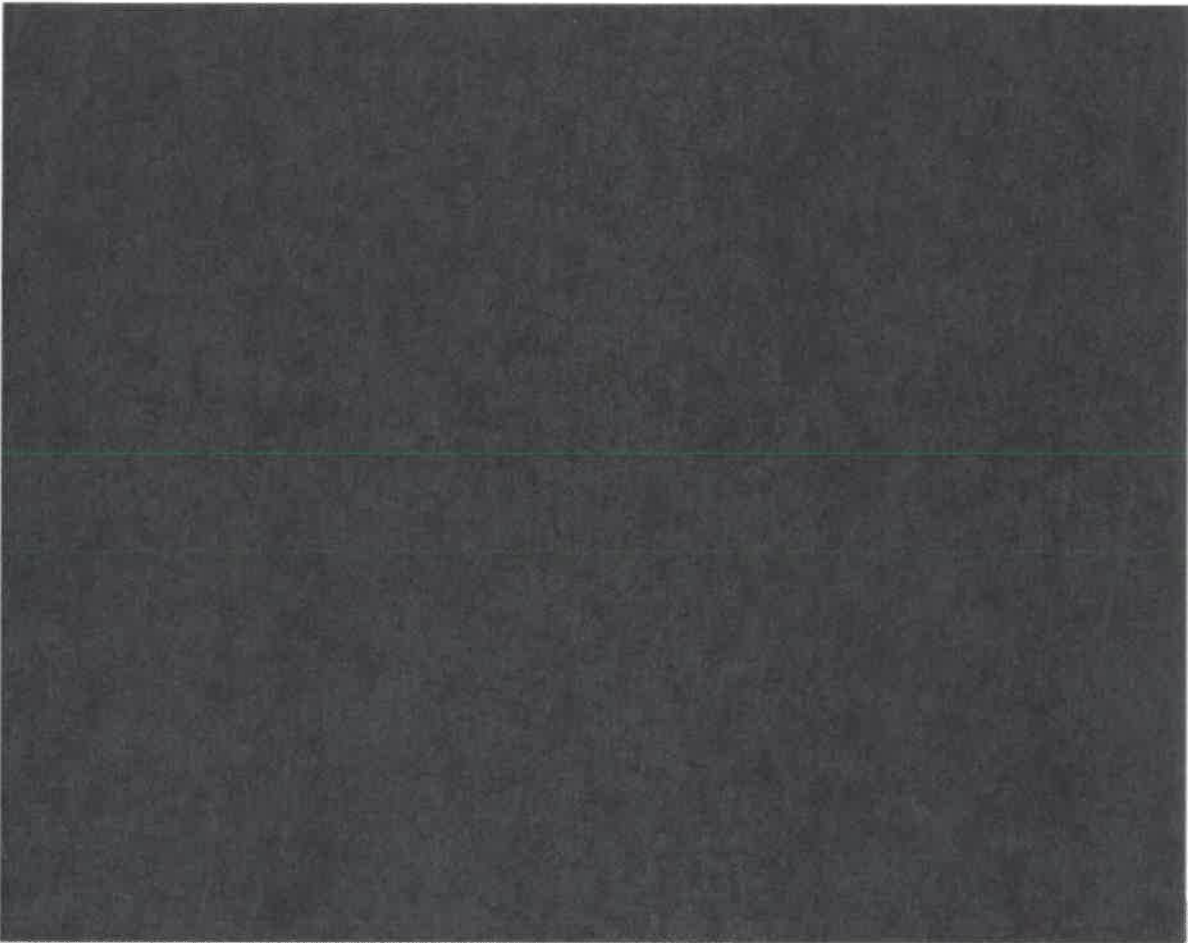
Virgin Cyber Services strategy will offer the following services:



## Pricing

[Redacted] perform a strategy session to determine appropriate pricing for the US and UK. Our initial thoughts for the US pricing are as follows:





## Marketing Strategy



- Leverage Virgin brand power

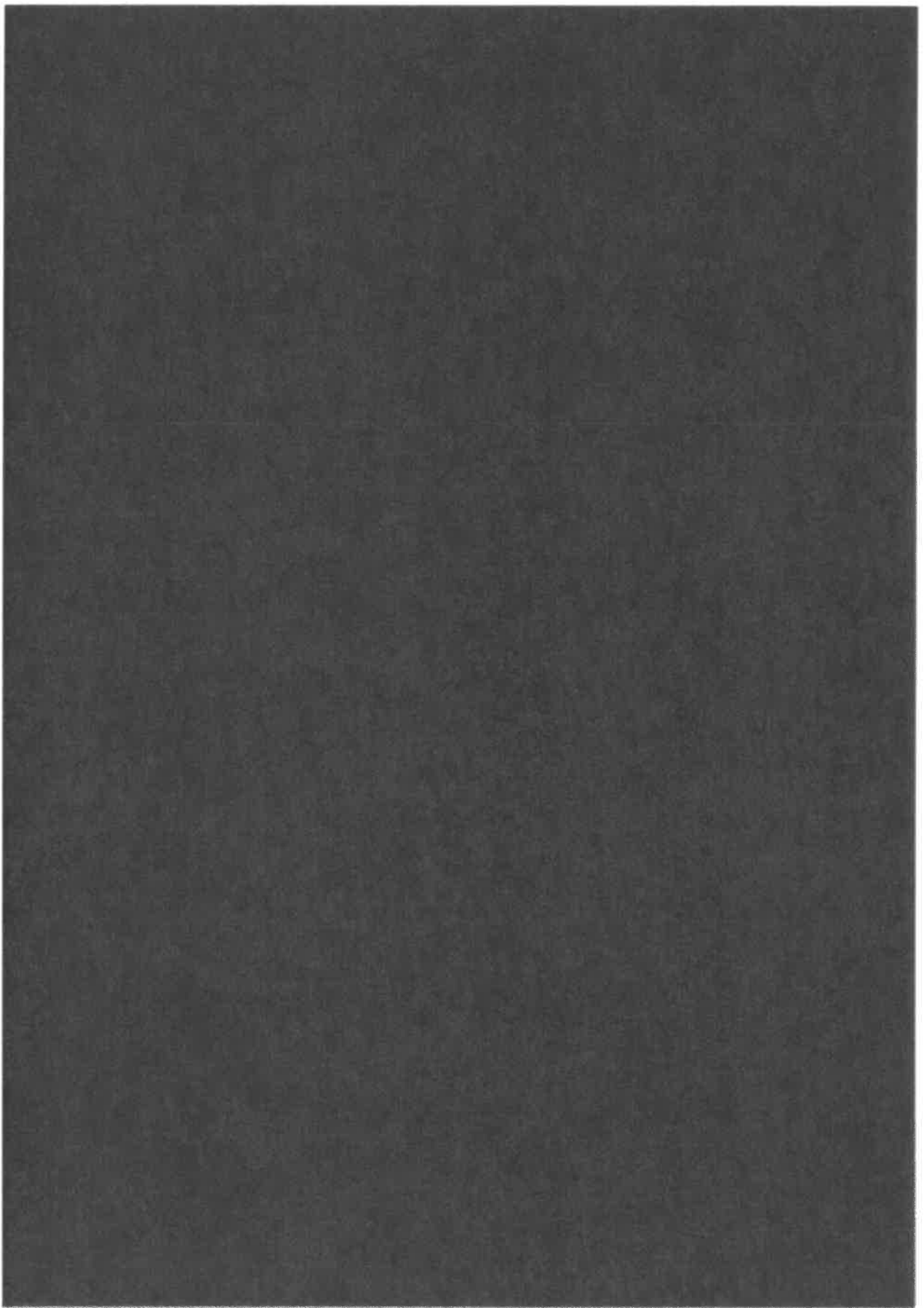


to ensure that the Virgin brand is represented

at both the

US and Ireland facilities. US orders will be assembled, tested, and shipped from the [redacted] California facility, and marked as manufactured in the USA. All UK orders will be assembled, tested, and shipped from the Shannon, Ireland facility, and marked as manufactured in Ireland.

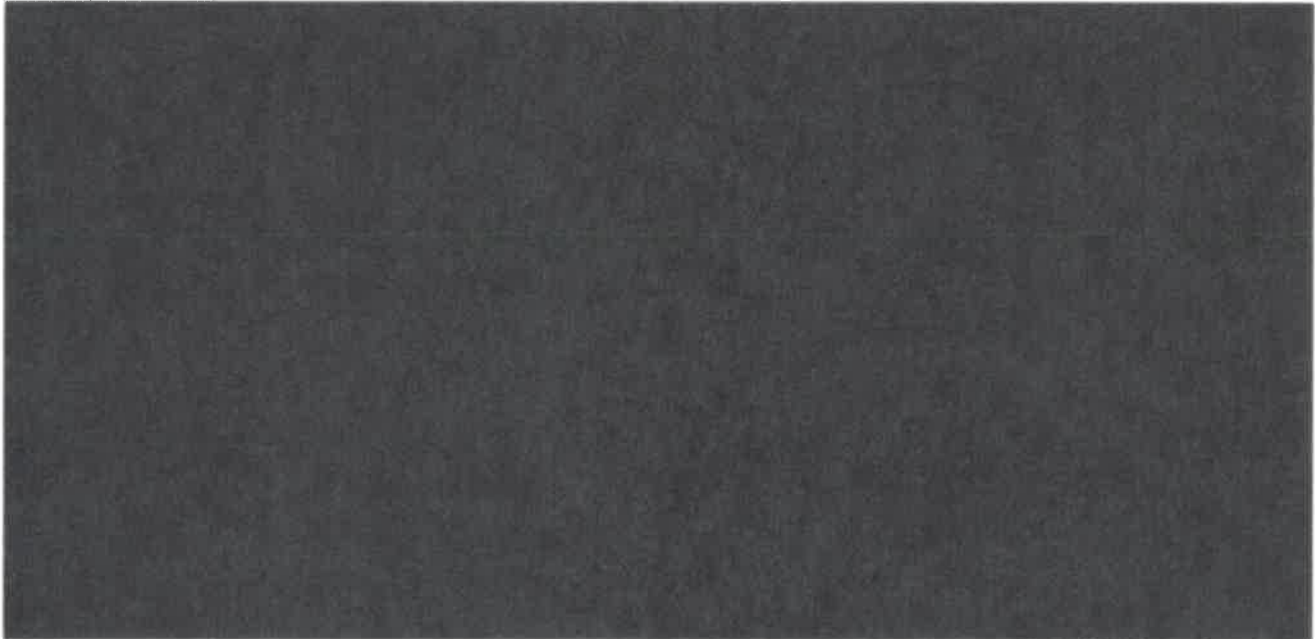
## Overview



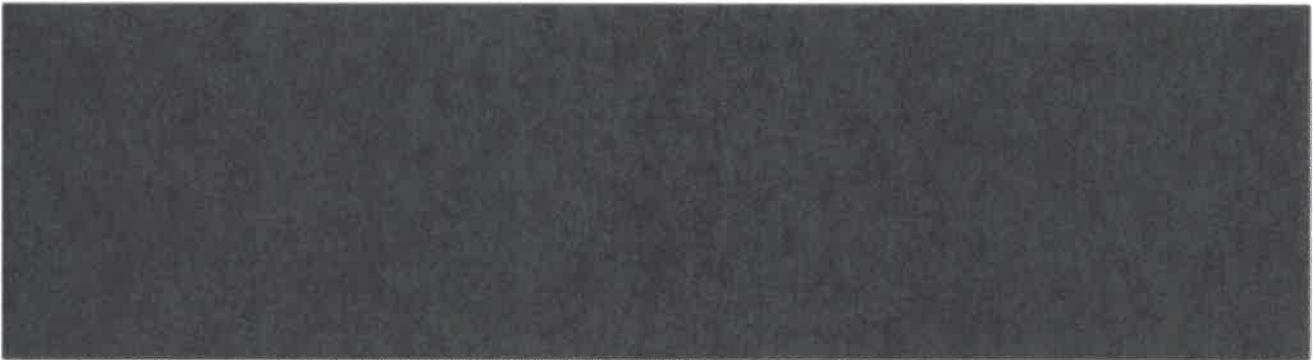




## Operational



## Staffing

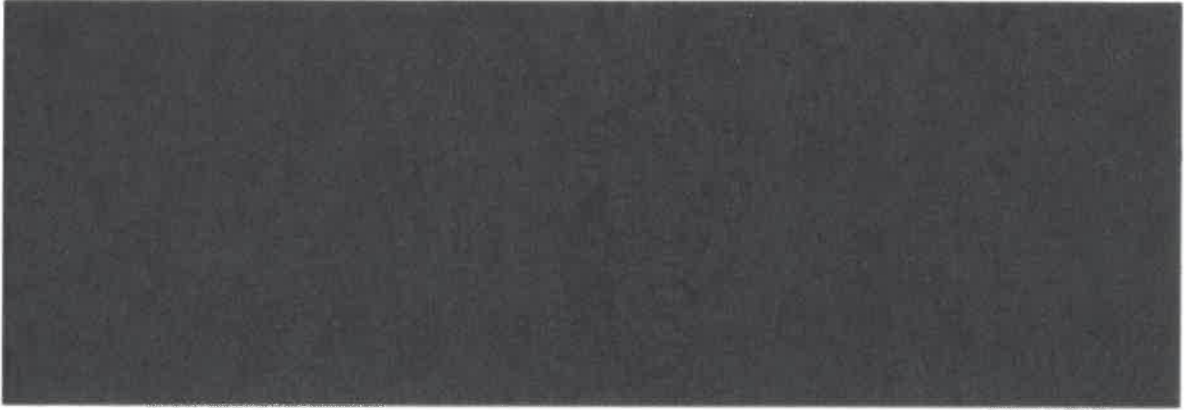


United States:   
United Kingdom 

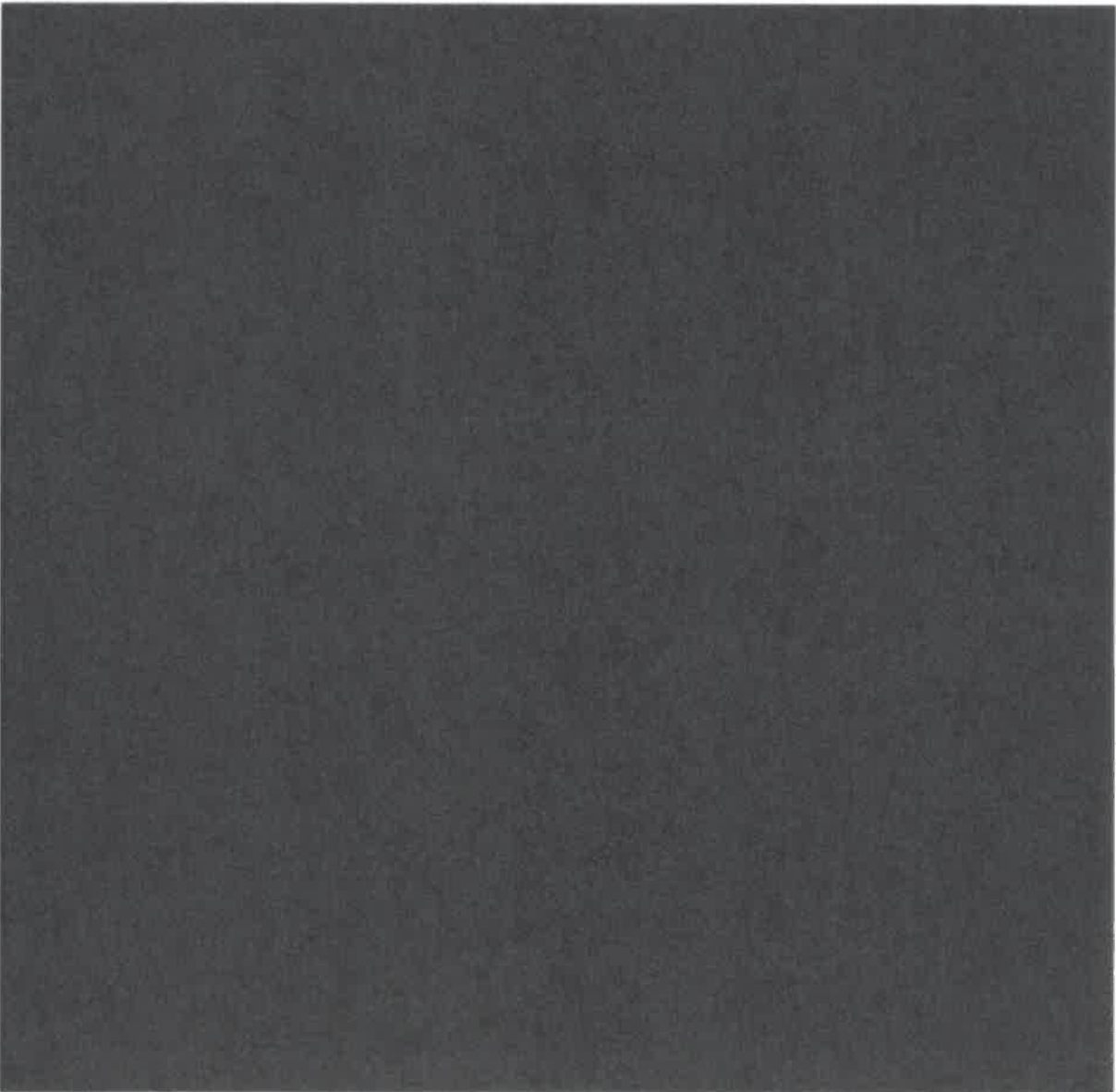
  
between the USA and UK time zones, 

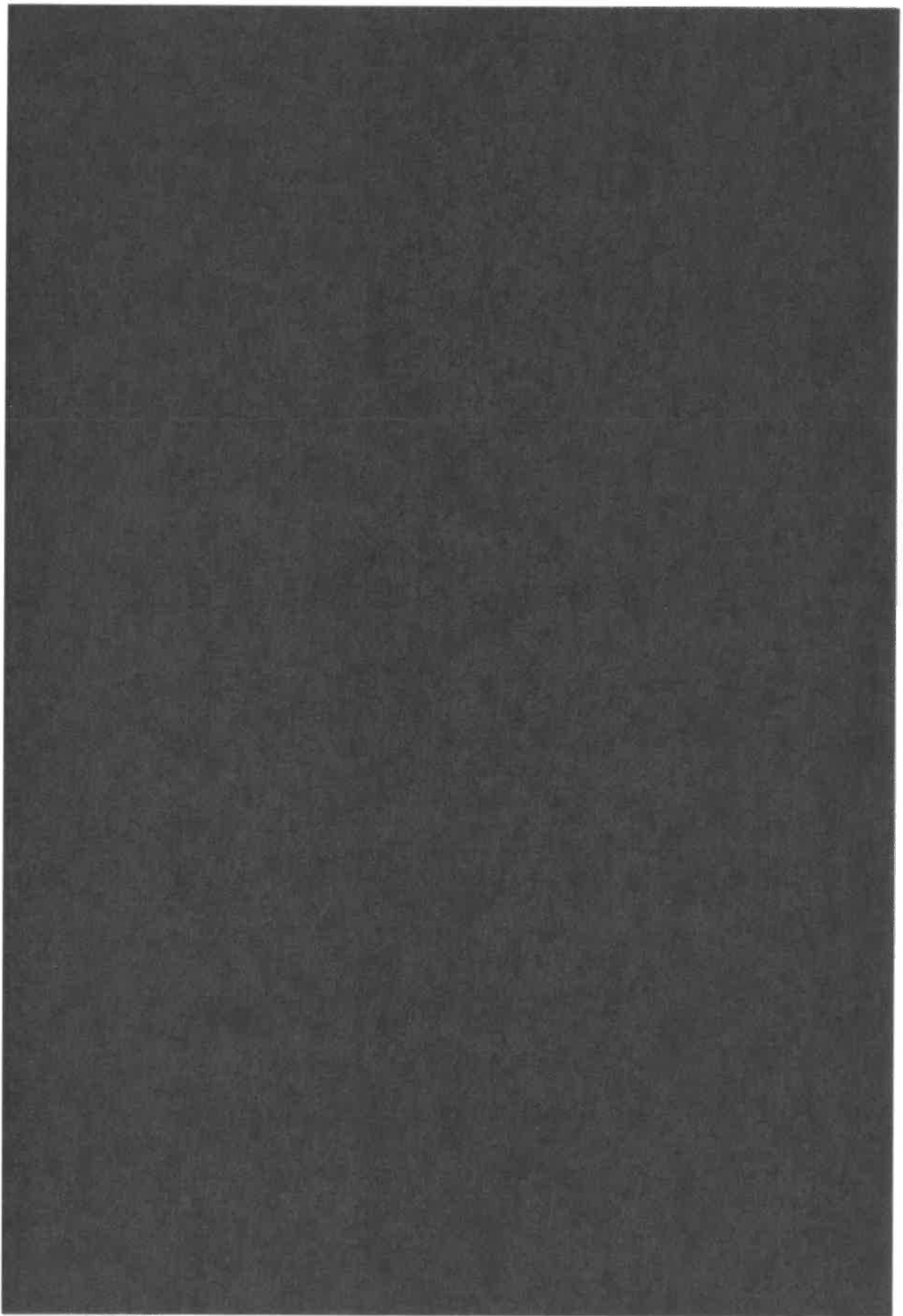
Please see appendix B for organization chart, and appendix C for staffing breakdown.

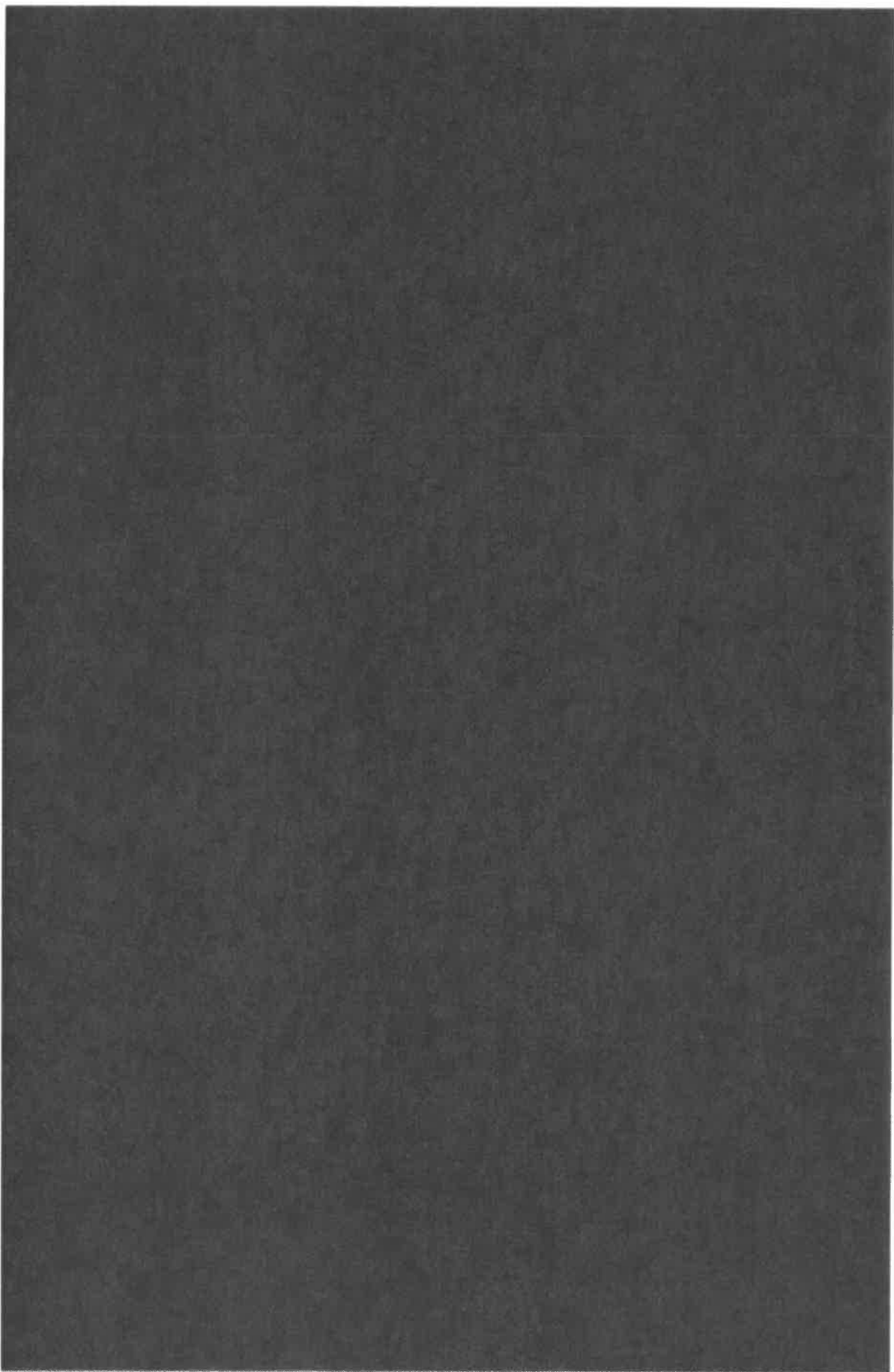
## Office Space



## Timeline









**Appendix B: Organization Chart**

**Appendix C: Staffing Plan**

[12:41 PM] Lisa Monnet: @all Going well! Can you please let me know if you have the day open on Nov. 17th .. I have a big surprise you will love!

[12:41 PM] Pete Slade: Sure

[12:42 PM] Pete Slade: We are free. Should we block it out?

[12:42 PM] Pete Slade: Did he like the book (or has he seen it yet)?

[1:30 PM] Lisa Monnet: Please block it out ... yes! We will go over the book at dinner.

[1:31 PM] Pete Slade: Whole day, or just a time block?

[1:34 PM] Lisa Monnet: Can you block 9:00 - 3:00 please

[1:34 PM] Pete Slade: ok :)

[1:34 PM] Pete Slade: Can you share details.. Surprises are painful for me ;)

[1:34 PM] Lisa Monnet: Thank you ... it will be worth it! Yay!!!

[5:53 PM] Lisa Monnet: We will have visitors on Friday! 🤗

[5:53 PM] Lisa Monnet: @all

[5:54 PM] Pete Slade: Who?

[5:55 PM] Pete Slade: Do we need to prepare?

[5:59 PM] Molly Slade: @LisaMonnet you are literally killing pets with suspense. Please throw him a bone so he will be alive by then ;)

[6:01 PM] Pete Slade: LOL

---

[6:01 PM] Lisa Monnet: No prep ... I am not suppose to say but we will one visitor .. R

[6:02 PM] Lisa Monnet: I'm excited. Wants to see the office and meet the Incredible team that developed Defender!

[6:02 PM] Pete Slade: Wow - that's amazing!!! OMG

[6:03 PM] Pete Slade: May still not be alive by then ;)

[6:03 PM] Lisa Monnet: It's suppose to be a surprise. Please do not tell team .. he wants to see the surprise on their face. That's his joy!

[6:04 PM] Pete Slade: Absolutely

[6:04 PM] Lisa Monnet: It's been an awesome day!!

[6:04 PM] Pete Slade: :)

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[6:06 PM] Lisa Monnet: Me too ... can't wait for you guys to meet him!

[6:07 PM] Lisa Monnet: You guys deserve great things!! Gotta run, he is waiting. Thanks !!

--- Friday November 10, 2017 ---

[6:28 AM] Pete Slade: @LisaMonnet Good morning. I hope you had a great evening. I am still beyond excited.

When you get a moment, please let me know how dinner went with Richard, and his observations on the booklet, logos and company/product names.

[8:00 AM] Lisa Monnet: @PeteSlade We are at lunch right now. I will send you a message when we are finished. Thanks!

[9:25 AM] Jen Richardson: @PeteSlade Do you have time to meet with Zach and I about the 8 pager?

[10:17 AM] Lisa Monnet: @all All is going very well. He likes the logos and the shield! He is having his team check to see if he owns the domains, he doesn't know if he owns them. Did not comment on the booklet. As we discussed, he is all about relationships and talking through things instead of looking at books. Hope you guys are having a good day. What was that email from Mark Price ... how did they know we are looking at an office in UK??

--- Sunday November 12, 2017 ---

[7:26 AM] Lisa Monnet: @all The discussions have gone extremely well. I'm anxious to fill you in. I arrive back tomorrow late morning and have a lunch. I have a report to share. I will be in the office after lunch .. around 2:00. Thank you!

[9:50 AM] Lisa Monnet: Pete, are you amenable to having their team work on the logo and branding slogan?

[9:50 AM] Pete Slade: Absolutely

[9:50 AM] Pete Slade: Ours were concepts, but would welcome their thoughts

[9:51 AM] Lisa Monnet: He said his team can have us something to look at Friday and discuss when he comes in.

[9:51 AM] Pete Slade: Perfect

[9:51 AM] Lisa Monnet: Thank you! Hope you have a great day!

[9:52 AM] Pete Slade: You too. Safe travels!

[9:54 AM] Lisa Monnet: Sorry, one more question. Have you trademarked the shield? I think that may be difficult to trademark but he said he can help.

[9:55 AM] Pete Slade: No we have not. These were just concepts we put together.

[9:55 AM] Pete Slade: Once we know, we will have to register for sure

[9:55 AM] Lisa Monnet: Ok, thanks!

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[9:59 AM] Lisa Monnet: He wants to take the team to lunch Friday .. his treat. Can you and Molly discuss and let me know where you would like to go so we can reserve. He ask if Ocean Prime was good but I don't know if Ocean Prime is open for lunch?

[9:59 AM] Pete Slade: They are open for lunch. I have been there.

[10:00 AM] Lisa Monnet: Ok. Let me know your preference and how many will go and I will make reservations.

[10:01 AM] Pete Slade: Are you able to catch up with us first thing tomorrow morning? The more time we have to know the plan the better we can be prepared. Otherwise, we can catch up with you later in the day. One idea, would be for us to have some great food catered into the office and he could spend time with the team there.

[10:01 AM] Lisa Monnet: I will be flying back in the morning .. I'll be in the air.

[10:02 AM] Lisa Monnet: I feel like I've been all over the place! 🙄



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**[6:57 AM] Lisa Monnet: @all I will send an agenda for tomorrow after I speak with Richard at 10:00 am**

**[6:58 AM] Pete Slade: ok**

**[7:12 AM] Lisa Monnet: I am so excited about tomorrow. Are you nervous or excited?? (awesome)**

## EXHIBIT H H

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**[7:14 AM] Pete Slade: Both. Can't wait to meet him. Can you confirm with him at 10am that he will be bringing, or we will be receiving the term sheet tomorrow, as we have asked our attorney to be on standby to review as soon as we have it :)**

**[7:14 AM] Lisa Monnet: I certainly will!**



**[10:52 AM] Pete Slade: Any update on the agenda?**

**[10:54 AM] Lisa Monnet: On phone now**

**[11:49 AM] Pete Slade: @lisa Can you give an update on anything at this time? We need to order the food to ensure that it is available (they need 24 hours notice).**

**[11:50 AM] Lisa Monnet: Should be finished shortky**

**[11:52 AM] Pete Slade: ok. Can we order for 12:30pm tomorrow?**

**[11:52 AM] Pete Slade: (food)**

**[12:01 PM] Lisa Monnet: @all Per our initial discussion regarding his desire to go out to lunch and your suggestion we cater in lunch, he has decided to come to the office between 3:00 and 3:30 .. he will stay with the team for a couple of hours. I will have lunch with him and bring him to the office following lunch. He will have security that will arrive prior to his arrival. Per your request Pete, I ask about the term sheet. He said he expects his legal team to have it completed in the morning so we can review that tomorrow. He would like to meet with all of us prior to meeting the team. If you can be in the Board room at 3:00 that would be great! Please let me know if you have additional questions. Looking forward to tomorrow!**

**[12:02 PM] Lisa Monnet: Just sent a note in the room with you, Molly, Ashby, and me**

[12:16 PM] Pete Slade: Little confused and concerned with changes. We will be in the boardroom at 3pm and looking forward to meeting with him. With regard to the term sheet comment, when you say "time to review", do you mean review in the office here and then talk with him, or take away and review?"

Would be great to do dinner also, we have a sitter on standby also, not knowing how late tomorrow would go.

[12:17 PM] Pete Slade: Are you still on the phone with him, or can we talk on the phone?

[12:21 PM] Lisa Monnet: @all I would not be concerned with changes. I deal with clients of his caliber all the time and schedules are always changing. It is as simple as him suggesting taking the team out and you suggesting catering in .. his exact words were "let's not make a fuss over lunch". We can talk on the phone now. Do you want me to call or you call?

[12:22 PM] Lisa Monnet: Everything will be fine as long as everything is as we've discussed and there are no surprises.

[12:22 PM] Pete Slade: I will call you in 2 mins, Molly and I are in the conference room.

[12:22 PM] Lisa Monnet: Awesome!

[4:00 PM] Pete Slade: @LisaMonnet Team updated and will be sure to be in the office between 3pm and 5:30pm.

[4:01 PM] Lisa Monnet: (👍👍) (

# Transcript - Audio File - Exhibit32.mp3

EXHIBIT II

Monnet, Pete Slade, Molly Slade and Ashby Green - November 16, 2017 12:25:44pm  
Captured - Board Room Ambient Security Microphone

Lisa	Hello
Pete	Hello
Molly	Hey Lisa
Lisa	Hey, how are you?
Pete	Good
Molly	How are you doing?
Pete	Well alright, I think.. Umm. from the Hipchat. Umm, I've got like questions, but if you can give us any update on how it went and what's going on, because I know that sometimes in Hipchat, every statement ends up being like 4 questions I want to interrupt you with. But if you got.. If you could walk us through it that would be awesome.
Lisa	Walk you through what? The lunch tomorrow?
Pete	No, your call with him
Lisa	Oh, yeah. We've just.. I've I've spoke with his media specialist, I've been coordinating with his security.. Umm.. so a little bit of everything. I only spoke to him for a brief time.
Pete	ok
Lisa	But, for the lunch.. So his suggestion was to take everyone out, and then, I told him then why don't we cater in, and he said, and his exact words were "just let's not make a fuss over lunch, we'll just do this"
Pete	Oh, ok
Lisa	So
Pete	Ok, that's fine. Do you have.. I mean we're not going anywhere anyway, so we will be here.. And um, now when his security.. you said his security will show up, what's protocol generally when they show up
Lisa	Umm. i am sure he will take a look through the office
Pete	Ok, and then he kind of checks the place out, and then finds a place to hang out.. Is that what normally happens?

Lisa	Yes, exactly.
Pete	Ok so it's a bit like
Lisa	Which will most likely be the front door.
Pete	OK.. I bit like when the major comes and there's a guy that just kind of hangs out.
Lisa	Yes, exactly
Pete	Ok, alright, so he doesn't expect anything of us, other than just access?
Lisa	That's correct
Pete	Ok, alright. Umm. Umm.. Sorry, go ahead
Lisa	Yeah, the one thing that I did tell him about Erin upfront, Umm, you know, just to kind of prepare them, and so he prefers to come in the side door instead of the front door like we do.. So we'll just go through that side door right before the office
Molly	Then everyone will see him, is that cool?
Lisa	Yeah, I think that will be ok.. yeah.
Molly	So then, do you still want us in the boardroom?
Lisa	I am sure he wants to shake the hands of the team.. You know.. Then we will go in the conference room, introduce him to you guys, and then we can chat, and then.. He's also going to spend some time with us next week, so that will be good.
Pete	Yeah, so whats.. Whats.. That was a new one on me. So whats.. What's the plan with him next week? What's his thoughts on that? Is he...
Lisa	There is no plan <laughs>. Yeah, there is no plan. I am sure he will pop in and out, but he'll give us notice. You have to understand with his schedule, it's hard to plan that.
Pete	Yeah, OK. But.. but.. Basically he may show up.. Cos, is next week Thanksgiving?
Molly	Yeah
Pete	OK, so he may show up..
Lisa	Yep, Monday and Tuesday.. Monday and Tuesday.

Pete	Alright, so we'll make sure that our calendars are cleared up on Monday and Tuesday
Molly	absolutely
Pete	Just incase, because you know he'll show up the moment we are not here.
Molly	What is.. What was the conversation with the media.. Contact. About the announcement, or about?
Lisa	Yeah, just trying to get some information on when the announcements going to happen. Um.. and I guess he has speech writers and everything else. So.
Pete	Good. Ok. So tomorrow, when he shows up at three, does he have an agenda at three?
Lisa	No. It will be between three and three thirty.. And the only thing that he said.. he wants to shake hands with the team and speak with us a little bit.. And.. spend a little time with everyone. So, I don't know.. I would suggest that you have everyone stay until about five thirty. Can you do that?
Pete	Oh yeah. We.. we can do that for sure, as long as we know what that time frame looks like. Umm. I just didn't know if he had a specific agenda for.. You know.. When he's here, beyond meet the team and talk. If there was like, ok we're going to go through this, and then we're going to follow up with that.. cos.. Um.. I am looking forward to talking with him about schedules on announcement and umm, as well as.. Because I have a number of thoughts on that, that I want to get his feedback on.. Umm.. I want to make sure that there's time there that we can cover some of those items and thoughts.
Lisa	Yeah, I know we're not doing a presentation. You know, I've already done two presentations for him. Umm.. and so we are not doing a presentation. It's basically a meet and greet and chatting a little bit.
Pete	Ok.. that.. That sounds great.. That frees me up from a presentation. I am happy about that <chuckle>.
Lisa	Yeah <chuckle> I'm sure. Because when you first meet you some.. You know.. Someone of his caliber, it's probably a little nerve racking.
Pete	Umm. Yeah. I mean.. I am sure that umnm.. I mean, I am looking forward to it, but I think that umm.. You know.. I want to prep the team. What I need to go do now.. Obviously they don't know its him.. But umm.. Right now they've got their lunch on hold, thinking that we were

	going to have a lunch. So I need to go tell them lunch is good, but this attorney is going to be coming in from three to six. So they will be around
Molly	We'll just change the time
Lisa	Ok. Good.
Pete	Ok.. Umm
Lisa	Good.. good.
Pete	anything else? You mentioned umm.. Just looking in the last thing.. Umm... Everything is fine as long as there it's we've discussed, no surprises. Is there any surprises, or anything that he brought up that we should worry about?
Lisa	No. not at all.. and I just said.. that's just for me.. as long as there's nothing anything drastic or something... you know.. as long as we are going by everything that we told him we'll be good.
Pete	Ok
Lisa	And I've shared all the documents.. i've told you..every document we have. So he should be very well informed.
Pete	Ok. When you.. When you mentioned the term sheet.. Do you think we can get that befo.. Is he bring that with him, or can we get in advance, incase there is any questions we may have by the time he shows up.
Molly	or will we need to circle back around?
Lisa	Umm.. I don't know if I can get it in advance
Pete	ok
Lisa	Umm.. you know.. he did say that his attorney's would have it finished, completed tomorrow morning, so I don't know if I can get that in advance... I don't want to push that too hard
Pete	yeah
Lisa	Because the timeline has moved up significantly any how
Pete	yes
Lisa	and I just don't want to push that too hard.

Pete	No.. no.. I.. I get that.. I just wanted to.. Umm. You know if its just sitting there then.. If we get it.. That would be great.. But otherwise, we will roll with it whatever it is.
Lisa	Knowing him like I know him. I would assume that he wants to speak to you first. To meet you, greet you.. You know.. and deliver it himself.
Pete	Ok. I like that.. That's cool... great.. Umm.. ok.. I think that's all the questions I had... umm.. The rest of them will just fall out of that.. So you got any questions?
Molly	No. That's great.
Pete	Sounds like we have a plan.
Molly	Woohoo
Lisa	Alright.. Woohoo
Pete	Yes, indeed... Alright, great..
Lisa	Well good
Pete	Well umm..
Lisa	Ok
Pete	If anything else, we can keep going back and too on Hipchat, or give me a call.
Lisa	Ok. Thank's so much you guys. I look forward to seeing you tomorrow.
Pete	You too. Bye bye..
Lisa	bye

----- Friday November 17, 2017 -----

[12:53 PM] Lisa Monnet: All ready?

[12:58 PM] Pete Slade: yes we are :)

[2:47 PM] Lisa Monnet: I should be there in 15. He is a little behind me

[2:50 PM] Lisa Monnet: No laptops or phones in the conference room please

EXHIBIT JJ



## Transcript - Exhibit35.mp3

Monnet, Pete & Molly Slade - November 17, 2017 3:12:23pm

Captured - Board Room Ambient Security Microphone

Lisa	<Sigh>
Lisa	You look cute (to Molly)
Molly	Thank you
Lisa	<Sigh>
Lisa	So.. You know I created all the documents to hand to him right.. And the question is this document [shows investor invitation document]. So.. how I got this document.. Evidently when Ashby sent this out, I had several people contact me, but I never looked at the document
Pete	OK
Lisa	because, this is not the document that we agreed to. Why is my name removed off of there? [points to bottom of investor invitation document]
Pete	I don't know
Molly	I don't know
Garbled	
Lisa	Well you were cc'd on all of them Molly.
Molly	I did not pay any attention, at all, to this
Lisa	So now, some of the messages I received make sense to me... So Richard brought this to my attention.. Umm.. and.. I don't know what to do with that. I feel under..
Molly	It means nothing.
Lisa	But, but it does mean something Molly. There is no company that does things behind the CEO's back, and I'm going to say this.. Umm.. I trusted you guys

Molly	Yeah
Lisa	And no wonder I was getting the email messages, which I will be happy to show you a couple of them
Molly	Yeah?
Garbled - Multiple speakers	
Molly	I don't..
Garbled - Multiple speakers	
Pete	This isn't the brochure we send out. Or if we do, I haven't seen it. Usually we send out the black version.
Lisa	Well that is what Ashby sent out.
Pete	Ok, well then let's pull him in and talk to him about it.
Lisa	Well, here's my concern.. Because Richard looked at this, this morning. I was very humiliated, ok.. I have one of my close friends and colleagues ask me why would they leave the CEO of the company off of this...
Pete	Honestly, I do not know
Lisa	Ok. this is my only thing then. Now this made me question a lot of things.. and .. there has been several meetings behind my back. You never even spoke to me about bringing Ashby on.. Umm..
Molly	I thought.. I thought we did speak to you about bringing Ashby on, you were in the conversations
Pete Garbled	
Molly	Oh my goodness yes.
Lisa	I guess I'm just concerned... I mean.. that's very embarrassing.. Like I said, I never saw that until today. I never bothered... they attached it to the email.. That Ashby had sent out. They forwarded me that. But I never bothered to look at it, because I trusted that it was the document that we had approved, and so that is embarrassing to me.
Pete	I understand that.
Lisa	You know.. But that's.. I mean...
Pete	Well, we can get you an answer on that... but what's the other..

Lisa	Well my other concerns is.. We're just not working as a team.. We're just not. Umm.. and I'm going to be very honest. I think the world of you guys, and... I just spent \$7,000 of my own money, never asking for a penny back.. Umm.. Busting my butt to get clients and investors.. Umm.. and I feel like everything now, I'm finding out things that's been going on behind my back, and this is my name and reputation.
Molly & Molly	What else?
Molly	Tell us what else, because.. I.. I don't...
Pete	You're hitting me with this for the first time right now.
Molly	What else is there?
Lisa	That's because I just.. I just..
Pete	So.. I'm right there with you.. So.. what else? I mean,
Lisa	Umm.. Ok, so the one day I come in, you guys have had this big strategy meeting about this opportunity that I am supposed to be leading.. And.. nobody invited me to the meeting, nobody told me about a meeting.. Umm..
Molly	What day was that?
Pete	You were out..
Lisa	No, I came in here and everything was written on the whiteboard, nobody told me about the meeting.. Umm
Pete	You, you were travelling, you were gone!
Lisa	No. I was in the office
Pete	Well.. ok.. I guess I'm confused on what time all of this is happening, but here is what I know.. We've got a huge opportunity. Time is of the essence..
Molly	Umm Hmm
Pete	I'm, I'm doing what I can to make things happen. Umm.. I know that you were slammed doing things. I know, I was doing your job right? I was doing the staffing plan, the org chart, I was doing all those things. If I hadn't done any of those things we wouldn't have 8.. even had a one pager and that not..
Lisa	You're wrong about that.. See.. This..this..

Pete	You were traveling.. How could you...
Lisa	Yes. But here's the thing. I told you I needed to lead.. Richard has a lot of questions after seeing that this morning.
Pete	OK
Lisa	I was humiliated
Pete	I.. Im am sorry..
Lisa	His exact words were "How can a team raise investment without the CEO listed on there. That is undermining me." Those were his exact words, and I will swear on Garrett's life. His exact words were "You are being undermined"
Molly	Well, that certainly is not how.. where that is coming from at all.. Thats not.. Like..
Pete	Well he's going to be here in any minute.. Let's get some answers.. Let's call him in.
Lisa	No.. garbled.. Pete.. I'm.. You know.. I'm actually right now trying to decide what to do.. Umm.. I've discussed my concerns with you guys before.. I know some things are hard to hear, and maybe I could of handled it better. But.. you guys did not treat me very well afterwards and Pete you spoke to me very horribly. I have signed you up for events in the military. You come for one day, you did not interact, you sit and do your work, and then you leave. Umm.. I just.. I don't like what's happening.
Pete	The day I was sick?
Lisa	Pete, you could have told me. I saw you leave. You told me three hours afterwards that you were leaving.. I saw you leave.
Pete	Yeah, I was embarrassed to tell you that I was leaving
Lisa	I'm trying to sit here and decide what to do. Because those people in there, I think the world of. You guys are lucky you have a great team. I don't like all the behind the scenes things that I, I have.. This is my name and my reputation and I take it very seriously... and.. I don't feel like you've been honest with me. I feel that there has been deception..
Molly	Tell me

Pete	Wait.. wait..
Molly	What are you talking about?
Pete	I guess..
Lisa	That.. <points to the document>
Molly	You said a number of things..
<b>Garbled Multiple Speakers</b>	
Pete	I mean.. He's going to be here in a couple of.. I don't know the answer to this question either.. I want to know the answer to that question
Lisa	It's not only that..
Molly	Well what is it, tell me?
Lisa	What conversations have you had with Ashby?
Molly	With Ashby?
Lisa	Mmm Hmm
Molly	Around investment. We have conversations around investment
Lisa	OK.. Let me ask you this. Who was in the office this week and how come I don't know?
Molly	We talked.. You were going to be gone and we were going to go ahead with the investment..
Lisa	Shouldn't you.. shouldn't you.. Shouldn't you.. I sit here here and I ask Ashby who was going to be here, and he said "██████████"
Molly & Pete	Yeah?
Lisa	So why wasn't I given an update after?
Pete	He did.. he sent you.. he replied to you.
Lisa	But he didn't give me an update
Pete	If you wanted more, you could have asked for more
Molly	Yeah..

Pete	Why didn't.. why?
Molly	I am sorry.. I am.. I am totally missing it.. We've been so focused on getting all of our ducks in a row, so we can answer whatever questions that Richard has. That's all we have done this entire week. That's it... Is get ready for him.. staffing plans, working nights trying to get everything ready.
Pete	We even debated whether to do that meeting or not, or whether we should
Molly	Yeah..
Lisa	Right. I remember that.
Pete	So we did it, I didn't want to do it.
Molly	Yeah, and so we did it, it was a great meeting, and it was like "OK. let's look at that later"
Pete	One of the investors is asking when we can get back together, and we pushed him off until next week.
Molly	Yeah. We're like "No, we've got to focus.. We have to focus on this right now.."
All	<Sigh>
Lisa	Why won't you guys not tell me that? <points to document>
Molly	We didn't know..
Lisa	Molly, you had to have known. You had to have approved it.
Pete	No.. Why would she..
Molly	There is a lot of crap that goes out of this building that I don't approve.
Garbled	
Pete	I would hope that you.. Know that.. If there was something underhanded going on.. I would look you in the eye and tell you... I would hope you know that. So... .. I've never had an issue telling the truth.. So.. My.. What I've been concerned about and frustrated about, is that I feel that I have been trying to pull information out about Richard and everything from you over the last weeks and I don't know what's happening or where it is.. I am just trying to plan.

Lisa	I'm..I'm..
Pete	I understand and respect that you're giving me what you can, but I have almost nothing to go on. And so in the absence of information, you make shit up. Right.. so..I'm planning.. Org charts.. I've got.. I have more shit to show this guy, who may be foolish enough to ask if they can see something.. I have more shit to show him than anything.. I have way over prepared on the off chance he is like "show me this" I have worked around the clock..
Lisa	So have I
Pete	Great
Lisa	See. Listen to what you just said. "You haven't given me anything to go on" - I'm going to say this about you two. You blame everybody else. You do not seek advice. You do not seek guidance.. Umm.. I gave you the framework. That framework, Richard gave me. You did not follow.. I told you we needed to follow that framework.
Pete	I followed the framework
Lisa	And you go off and you do all this other stuff.
Pete	You asked us to change it.
Molly	You asked us to change it.
Pete	Yeah, we walked through it with you
Molly	You did..
Lisa	I'm not going to sit here anymore
Molly	Lisa, this is ridiculous <span style="float: right;">(Lisa begins packing up)</span>
Lisa	There you go
Molly	Lisa, this is ridiculous
Lisa	I've, I've just had enough. If you want to have an honest conversation..
Molly	We're trying to..
Lisa	You know what, if you want to have an honest conversation about your conversations with Ashby..
Molly	They're nothing...

Pete	Yeah we..
Lisa	That's wrong..
Molly	No it's not..
Lisa	Because that is something Molly <points at the document>.. That is something.. And I have a lot more than that. I have every conversation documented. I have every piece of paper documented. So, if you want to take this further we can. Cos I would gladly join you. I have busted my ass for this company
Pete	Wait.. wait..
Molly	Lisa..
Lisa	No
Pete	Why are you doing this?
Molly	Yes, why are you doing this?
Lisa	Why?.. Because you have been dishonest and deceptive
Molly	No
Pete	No. You are saying that..
Lisa	I am not saying that.. That's not the only thing I have.
Molly	Then tell us!
Pete	Tell us
Molly	Please tell us
Lisa	The conversations with Ashby. Maybe you need to speak to Ashby.
Pete	Bring him in.
Molly	Let's bring him in.
Lisa	I'm going for now
Molly	No! Lisa, please don't leave.
Lisa Leaves @ 3:24:21pm	



Ms. Lisa Monnet  
P.O. Box 172925  
Tampa, FL. 33672

11/20/2017

Mr. Pete Slade  
501 E. Kennedy Blvd. Suite 910  
Tampa, FL. 33602

Dear Mr. Pete Slade,

After much thought and consideration, please accept this letter as formal notification of my resignation as Chief Executive Officer from Nitro Solutions, effective immediately.

This was not an easy an easy decision, clearly the work environment has become untenable.

Please remove my photo and information from the website, marketing collaterals, and all other materials.

I wish you and Nitro the very best in future endeavors.

Regards,

A handwritten signature in cursive script that reads "Lisa Monnet".

Lisa Monnet

EXHIBIT LL

Nitro's Request For Admissions to Monnet:

1. **Admit that you have no personal relationship with Richard Branson.**
2. **Admit that you have never had any business relationship with Richard Branson.**
3. **Admit that you have never had a business relationship with Virgin Group, Ltd. or any of its subsidiaries.**

Monnet's Responses:

1. Admit.
2. Admit.
3. Admit.

**EXHIBITS TO AMENDED COMPLAINT**

**MM – 00**

**17-CA-010953**

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA  
CIVIL DIVISION

NITRO MOBILE SOLUTIONS, LLC.,  
a Florida Limited Liability Corporation,

Plaintiff,

Case No. 17-CA-010953  
Division J

v.

EYE C SOLUTIONS, LLC,  
A Florida Limited Liability Corporation, and  
LISA MONNET, an individual,

Defendants.

\_\_\_\_\_/

EYE C SOLUTIONS, LLC, and  
LISA MONNET,

Counterclaim Plaintiffs,

v.

NITRO MOBILE SOLUTIONS, LLC,  
PETE SLADE, and MOLLY SLADE,

Counterclaim Defendants.

\_\_\_\_\_/

**UNSWORN DECLARATION OF ALEX MATHEU**

I, Alex Matheu affirm the following:

I am over 18 years old and have personal knowledge of the facts set forth in this  
declaration.

1. I was an employee of Nitro Mobile Solutions, LLC between June 1, 2017 and  
November 21, 2017, the period during which Lisa Monnet began working with Nitro.

EXHIBIT MM

2. I was aware that the Nitro offices at 501 East Kennedy Blvd., Suite 910, Tampa, Florida were under audio and video surveillance, and that the Nitro's research and development investment via its Artificial Intelligence also allowed for voice recording and detection in various areas of the office.
3. I overheard multiple conversations where Ms. Monnet had talked about Richard Branson and the Virgin Group's investment into Nitro.
4. I had been assigned tasks to complete in preparation of the Richard Branson and Virgin Group's investment into Nitro.
5. I executed a Virgin Confidentiality Agreement that I had been required to sign in person.

*Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on*                     Mar 19                    , 2018.

  
\_\_\_\_\_  
ALEX MATHEU

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA  
CIVIL DIVISION

NITRO MOBILE SOLUTIONS, LLC.,  
a Florida Limited Liability Corporation,

Plaintiff,

Case No. 17-CA-010953  
Division J

v.

EYE C SOLUTIONS, LLC,  
A Florida Limited Liability Corporation, and  
LISA MONNET, an individual,

Defendants.

\_\_\_\_\_/

EYE C SOLUTIONS, LLC, and  
LISA MONNET,

Counterclaim Plaintiffs,

v.

NITRO MOBILE SOLUTIONS, LLC,  
PETE SLADE, and MOLLY SLADE,

Counterclaim Defendants.

\_\_\_\_\_ /

**UNSWORN DECLARATION OF JONATHON RUBIN**

I, Jonathon Rubin affirm the following:

I am over 18 years old and have personal knowledge of the facts set forth in this  
declaration.

1. I was an employee of Nitro Mobile Solutions, LLC between June 1, 2017 and  
November 21, 2017, the period during which Lisa Monnet began working with Nitro.

2. I was aware that the Nitro offices at 501 East Kennedy Blvd., Suite 910, Tampa, Florida were under audio and video surveillance, and that the Nitro's research and development investment via its Artificial Intelligence also allowed for voice recording and detection in various areas of the office.
3. I overheard multiple conversations where Ms. Monnet had talked about Richard Branson and the Virgin Group's investment into Nitro.
4. I had been assigned tasks to complete in preparation of the Richard Branson and Virgin Group's investment into Nitro.
5. I executed a Virgin Confidentiality Agreement that I had been required to sign in person.

*Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_ March 19, 2018.*

  
\_\_\_\_\_  
JONATHON RUBIN

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA  
CIVIL DIVISION

NITRO MOBILE SOLUTIONS, LLC.,  
a Florida Limited Liability Corporation,

Plaintiff,

Case No. 17-CA-010953  
Division J

v.

EYE C SOLUTIONS, LLC,  
A Florida Limited Liability Corporation, and  
LISA MONNET, an individual,

Defendants.

\_\_\_\_\_/

EYE C SOLUTIONS, LLC, and  
LISA MONNET,

Counterclaim Plaintiffs,

v.

NITRO MOBILE SOLUTIONS, LLC,  
PETE SLADE, and MOLLY SLADE,

Counterclaim Defendants.

\_\_\_\_\_/

**UNSWORN DECLARATION OF WILLIAM WAGAR**

I, William Wagar affirm the following:

I am over 18 years old and have personal knowledge of the facts set forth in this declaration.

1. I was an employee of Nitro Mobile Solutions, LLC between June 1, 2017 and November 21, 2017, the period during which Lisa Monnet began working with Nitro.



2. I was aware that the Nitro offices at 501 East Kennedy Blvd., Suite 910, Tampa, Florida were under audio and video surveillance, and that the Nitro's research and development investment via its Artificial Intelligence also allowed for voice recording and detection in various areas of the office.
3. I overheard multiple conversations where Ms. Monnet had talked about Richard Branson and the Virgin Group's investment into Nitro.
4. I had been assigned tasks to complete in preparation of the Richard Branson and Virgin Group's investment into Nitro.
5. I executed a Virgin Confidentiality Agreement that I had been required to sign in person.

*Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on* MARCH 19, 2018.

  
WILLIAM WAGAR

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA  
CIVIL DIVISION

NITRO MOBILE SOLUTIONS, LLC.,  
a Florida Limited Liability Corporation,

Plaintiff,

Case No. 17-CA-010953  
Division J

v.

EYE C SOLUTIONS, LLC,  
A Florida Limited Liability Corporation, and  
LISA MONNET, an individual,

Defendants.

\_\_\_\_\_/

EYE C SOLUTIONS, LLC, and  
LISA MONNET,

Counterclaim Plaintiffs,

v.

NITRO MOBILE SOLUTIONS, LLC,  
PETE SLADE, and MOLLY SLADE,

Counterclaim Defendants.

\_\_\_\_\_/

**UNSWORN DECLARATION OF ZACHARY MARNER**

I, Zachary Marner affirm the following:

I am over 18 years old and have personal knowledge of the facts set forth in this declaration.

1. I was an employee of Nitro Mobile Solutions, LLC between June 1, 2017 and November 21, 2017, the period during which Lisa Monnet began working with Nitro.

2. I was aware that the Nitro offices at 501 East Kennedy Blvd., Suite 910, Tampa, Florida were under audio and video surveillance, and that the Nitro's research and development investment via its Artificial Intelligence also allowed for voice recording and detection in various areas of the office.
3. I overheard multiple conversations where Ms. Monnet had talked about Richard Branson and the Virgin Group's investment into Nitro.
4. I had been assigned tasks to complete in preparation of the Richard Branson and Virgin Group's investment into Nitro.
5. I executed a Virgin Confidentiality Agreement that I had been required to sign in person.

*Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on* March 20, 2018.

  
\_\_\_\_\_  
ZACHARY MARNER

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA  
CIVIL DIVISION

NITRO MOBILE SOLUTIONS, LLC.,  
a Florida Limited Liability Corporation,

Plaintiff,

Case No. 17-CA-010953  
Division J

v.

EYE C SOLUTIONS, LLC,  
A Florida Limited Liability Corporation, and  
LISA MONNET, an individual,

Defendants.

---

EYE C SOLUTIONS, LLC, and  
LISA MONNET,

Counterclaim Plaintiffs,

v.

NITRO MOBILE SOLUTIONS, LLC,  
PETE SLADE, and MOLLY SLADE,

Counterclaim Defendants.

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**UNSWORN DECLARATION OF ZACHARY MARNER REGARDING MEETING WITH LISA  
MONNET**

I, Zachary Marner, affirm the following:

I am over 18 years old and have personal knowledge of the facts set forth in this declaration.

1. I was an employee of Nitro Mobile Solutions, LLC between June 1, 2017 and November 21, 2017, the period during which Lisa Monnet began working with Nitro.

2. On or around Monday, November 6 or Tuesday, November 7, Ms. Monnet arrived at Nitro and requested that I, along with Jennifer Richardson, Erin Corcoran and Zachary Marner follow her to her office.
3. Ms. Monnet began the meeting reiterating the seriousness of the Virgin Confidentiality Agreements that she had required everybody at Nitro to sign. Ms. Monnet wanted to ensure that nobody was discussing anything outside of the office, as she claimed she has witnessed Richard Branson sue other people over a breach of his confidentiality agreement.
4. Upon receiving our affirmation that we were not discussing the Virgin and Richard Branson opportunity outside of Nitro, Ms. Monnet began talking about the specific things that needed to be done prior to the deal closing.
5. Erin Corcoran was told that she was “lucky” and “off the hook” as “Richard liked his financials done in a certain way” and that “he had people for that.”
6. Ms. Monnet talked about marketing and “how we’ll soon have access to all the Virgin Group’s marketing materials,” and how we’ll then have people to leverage expertise from. Ms. Monnet told us “we’ll need to hire someone to handle all public relations and communications efforts, and it needs to be someone with the proper knowledge and experience.”
7. The meeting with Ms. Monnet left me wondering if she was trying to indicate that we may not have much to offer once the Virgin Group’s people were involved.

*Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on* March 20, 2018.

  
\_\_\_\_\_  
ZACHARY MARNER

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA  
CIVIL DIVISION

NITRO MOBILE SOLUTIONS, LLC.,  
a Florida Limited Liability Corporation,

Plaintiff,

Case No. 17-CA-010953  
Division J

v.

EYE C SOLUTIONS, LLC,  
A Florida Limited Liability Corporation, and  
LISA MONNET, an individual,

Defendants.

\_\_\_\_\_/

EYE C SOLUTIONS, LLC, and  
LISA MONNET,

Counterclaim Plaintiffs,

v.

NITRO MOBILE SOLUTIONS, LLC,  
PETE SLADE, and MOLLY SLADE,

Counterclaim Defendants.

\_\_\_\_\_/

**UNSWORN DECLARATION OF JENNIFER RICHARDSON**

I, Jennifer Richardson affirm the following:

I am over 18 years old and have personal knowledge of the facts set forth in this declaration.

1. I was an employee of Nitro Mobile Solutions, LLC between June 1, 2017 and November 21, 2017, the period during which Lisa Monnet began working with Nitro.

2. I was aware that the Nitro offices at 501 East Kennedy Blvd., Suite 910, Tampa, Florida were under audio and video surveillance, and that the Nitro's research and development investment via its Artificial Intelligence also allowed for voice recording and detection in various areas of the office.
3. I overheard multiple conversations where Ms. Monnet had talked about Richard Branson and the Virgin Group's investment into Nitro.
4. I had been assigned tasks to complete in preparation of the Richard Branson and Virgin Group's investment into Nitro.
5. I executed a Virgin Confidentiality Agreement that I had been required to sign in person.

***Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on*** March 20, 2018, ***2018.***

*Jennifer Richardson*  
\_\_\_\_\_  
JENNIFER RICHARDSON

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA  
CIVIL DIVISION**

**NITRO MOBILE SOLUTIONS, LLC.,  
a Florida Limited Liability Corporation,**

**Plaintiff,**

**Case No. 17-CA-010953  
Division J**

**v.**

**EYE C SOLUTIONS, LLC,  
A Florida Limited Liability Corporation, and  
LISA MONNET, an individual,**

**Defendants.**

---

**EYE C SOLUTIONS, LLC, and  
LISA MONNET,**

**Counterclaim Plaintiffs,**

**v.**

**NITRO MOBILE SOLUTIONS, LLC,  
PETE SLADE, and MOLLY SLADE,**

**Counterclaim Defendants.**

---

**UNSWORN DECLARATION OF ROBERT MEYERS**

**I, Robert Meyers affirm the following:**

**I am over 18 years old and have personal knowledge of the facts set forth in this  
declaration.**

- 1. I was an employee of Nitro Mobile Solutions, LLC between June 1, 2017 and  
November 21, 2017, the period during which Lisa Monnet began working with Nitro.**



2. I was aware that the Nitro offices at 501 East Kennedy Blvd., Suite 910, Tampa, Florida were under security surveillance, and that Nitro's research and development investment via its Artificial Intelligence also allowed for voice monitoring and detection in the office.
3. I overheard multiple conversations where Ms. Monnet had talked about Richard Branson and the Virgin Group's investment into Nitro.
4. I had been assigned tasks to complete in preparation of the Richard Branson and Virgin Group's investment into Nitro.
5. I executed a Virgin Confidentiality Agreement that I had been required to sign in person.

*Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on March 20<sup>th</sup>, 2018.*

  
\_\_\_\_\_  
ROBERT MEYERS

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA  
CIVIL DIVISION

NITRO MOBILE SOLUTIONS, LLC.,  
a Florida Limited Liability Corporation,

Plaintiff,

Case No. 17-CA-010953  
Division J

v.

EYE C SOLUTIONS, LLC,  
A Florida Limited Liability Corporation, and  
LISA MONNET, an individual,

Defendants.

---

EYE C SOLUTIONS, LLC, and  
LISA MONNET.

Counterclaim Plaintiffs,

v.

NITRO MOBILE SOLUTIONS, LLC,  
PETE SLADE, and MOLLY SLADE,

Counterclaim Defendants.

---

**UNSWORN DECLARATION OF BRIAN MADIGAN**

I, Brian Madigan affirm the following:

I am over 18 years old and have personal knowledge of the facts set forth in this declaration.

1. I was an employee of Nitro Mobile Solutions, LLC between June 1, 2017 and November 21, 2017, the period during which Lisa Monnet began working with Nitro.

2. I was aware that the Nitro offices at 501 East Kennedy Blvd., Suite 910, Tampa, Florida were under audio and video surveillance, and that the Nitro's research and development investment via its Artificial Intelligence also allowed for voice recording and detection in various areas of the office.
3. I overheard multiple conversations where Ms. Monnet had talked about Richard Branson and the Virgin Group's investment into Nitro.
4. I had been assigned tasks to complete in preparation of the Richard Branson and Virgin Group's investment into Nitro.
5. I executed a Virgin Confidentiality Agreement that I had been required to sign in person.

*Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on March 20, 2018.*

  
\_\_\_\_\_  
BRIAN MADIGAN

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA  
CIVIL DIVISION

NITRO MOBILE SOLUTIONS, LLC.,  
a Florida Limited Liability Corporation,

Plaintiff,

Case No. 17-CA-010953  
Division J

v.

EYE C SOLUTIONS, LLC,  
A Florida Limited Liability Corporation, and  
LISA MONNET, an individual,

Defendants.

---

EYE C SOLUTIONS, LLC, and  
LISA MONNET,

Counterclaim Plaintiffs,

v.

NITRO MOBILE SOLUTIONS, LLC,  
PETE SLADE, and MOLLY SLADE,

Counterclaim Defendants.

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**UNSWORN DECLARATION OF ASHBY GREEN**

I, Ashby Green, affirm the following:

I am over 18 years old and have personal knowledge of the facts set forth in this declaration.

1. I was working with Nitro Mobile Solutions, LLC between October 2, 2017 and November 21, 2017, the period during which Lisa Monnet began working with Nitro.

EXHIBIT MM 1

2. I was aware that the Nitro offices at 501 East Kennedy Blvd., Suite 910, Tampa, Florida were under security surveillance, and that Nitro's research and development investment via its Artificial Intelligence also allowed for voice detection in various areas of the office.
3. I had been party to multiple conversations where Ms. Monnet had talked about Richard Branson and the Virgin Group's investment into Nitro.
4. I initially began working with Nitro to assist with investment in the capacity of CFO.
5. I participated in multiple investment meetings and discussions with Ms. Monnet, including meetings determining where each of us would focus investment efforts.
6. On multiple occasions, I witnessed Ms. Monnet talk about her financial success with her aviation business, and discuss her homes in Longboat Key and Lake Como, Italy.
7. I witnessed Monnet describe how her aviation business consistently provided "Angel Flights" to enable sick children to be transported for care.
8. I had been assigned tasks by Ms. Monnet to complete in preparation of Richard Branson and Virgin Group's investment into Nitro.
9. I had executed a Virgin Confidentiality Agreement that I had been required to sign in person.
10. I was party to conversations with Ms. Monnet, during which she would explain how Richard Branson did not want there to be any other investors into Nitro, and as a result we would need determine how best to return the \$200,000 investment that had been received to-date.

11. In her capacity as Nitro's interim CEO, and based on Ms. Monnet's request and friendship with Richard Branson, she was the conduit through which all communication with Richard Branson and the Virgin Group occurred.
12. I witnessed Monnet on numerous occasions, represent that material terms had been agreed to in principle with Richard Brandon and they would be reflected into a term sheet.
13. I witnessed Ms. Monnet in her capacity as Nitro's interim CEO, assign specific tasks to others with regard to the Richard Branson and Virgin Group pending investment.
14. In her capacity as Nitro's interim CEO, and at Ms. Monnet's request, I ceased, and witnessed others do the same, seeking investment into the business and focused solely on providing the materials, proposals, logistics and plans required by Richard Branson and/or the Virgin Group.
15. In her capacity as Nitro's interim CEO, and at Ms. Monnet's request, Nitro halted and did not pursue its partner program, instead focusing on a direct sales force for various territories within the United States and the United Kingdom.
16. I witnessed Ms. Monnet insist that Richard wanted to have appliances manufactured within the United Kingdom.
17. I witnessed Ms. Monnet insist that it was a priority for Richard to open an office in London and that Nitro should engage real estate companies in London, England, to understand pricing and availability.

18. I witnessed Monnet represent that she had negotiated a provision into the draft investment documents allowing the Virgin Group first right of refusal on any future capital raise.
19. On multiple occasions, I witnessed Ms. Monnet disclose that Richard Branson was a good close friend of hers, therefore she knew how Richard operates.
20. On multiple occasions, I witnessed Ms. Monnet remind everyone that “this was a done deal,” and that there was no need to focus on anything else.
21. I participated in the preparations for Richard Branson’s visit to Nitro’s offices up to and including November 17, 2017.
22. I participated in the conversations with Nitro’s existing investors as they learned that Ms. Monnet had misled both them and Nitro.
23. I participated in the conversations with Nitro’s existing investors where, based solely on her actions, they elected to withdraw their investment from Nitro.

***Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_ MARCH 19th \_\_\_\_\_, 2018.***

Ashby Green 

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA  
CIVIL DIVISION

NITRO MOBILE SOLUTIONS, LLC.,  
a Florida Limited Liability Corporation,

Plaintiff,

Case No. 17-CA-010953  
Division J

v.

EYE C SOLUTIONS, LLC,  
A Florida Limited Liability Corporation, and  
LISA MONNET, an individual,

Defendants.

\_\_\_\_\_/

EYE C SOLUTIONS, LLC, and  
LISA MONNET,

Counterclaim Plaintiffs,

v.

NITRO MOBILE SOLUTIONS, LLC,  
PETE SLADE, and MOLLY SLADE,

Counterclaim Defendants.  
\_\_\_\_\_ /

**UNSWORN DECLARATION OF ERIN CORCORAN**

I, Erin Corcoran, affirm the following:

I am over 18 years old and have personal knowledge of the facts set forth in this declaration.

1. I was an employee of Nitro Mobile Solutions, LLC between June 1<sup>st</sup>, 2017 and November 21st 2017, the period during which Lisa Monnet began working with Nitro.

EXHIBIT mm 2



2. I was aware that the Nitro offices at 501, East Kennedy Blvd, Suite 910, Tampa, Florida were under security surveillance, and that the Nitro's research and development investment via its Artificial Intelligence also allowed for voice detection in various areas of the office.
3. I had been party to multiple conversations where Ms. Monnet had talked about Richard Branson and the Virgin Group's investment into Nitro.
4. I had been assigned tasks by Ms. Monnet to complete in preparation of the Richard Branson and Virgin Group's investment into Nitro
5. I had executed a Virgin Confidentiality Agreement that I had been required to sign.
6. In her capacity as CEO, Ms. Monnet had required that I participate in various meetings and capture the minutes.
7. On October, 31<sup>st</sup>, 2017 I was captured the minutes of the meeting between Ms. Monnet, Pete and Molly Slade where Ms. Monnet announced that Richard Branson wanted to be an investor into Nitro.
8. In the October, 31<sup>st</sup>. 2017 meeting, I witnessed Ms. Monnet hand over the Nitro NDA.
9. In the October, 31<sup>st</sup>. 2017 meeting, I witnessed Ms. Monnet share that Richard Branson would not want there to be any other investors into Nitro and that we would need to figure out how to return the \$200,000 investment that had been received to-date.

10. In the October, 31<sup>st</sup>. 2017 meeting, I witnessed Ms. Monnet disclose that Richard Branson would require each and every person to execute his own Confidentiality Agreement that she was waiting to receive from his attorney.
11. In the October, 31<sup>st</sup>. 2017 meeting, I witnessed Ms. Monnet stress the importance of complete confidentiality and that the agreements for everyone would need to be handed out, signed and returned to Ms. Monnet, who said that she would return them to Richard Branson.
12. In the October, 31<sup>st</sup>. 2017 meeting, I witnessed Ms. Monnet stress the importance of ensuring that Ashby Green also execute an agreement before learning any details.
13. In the October, 31<sup>st</sup>. 2017 meeting, I witnessed Ms. Monnet suggest that we consider involving Steven O'Conner, her attorney from her aviation business, in the negotiations and discussions regarding the pending term sheet. Ms. Monnet shared that O'Conner had worked with Richard Branson before on other deals and that Richard would be very comfortable with Nitro using him.
14. In the October, 31<sup>st</sup>. 2017 meeting, and on other occasions, I witnessed Ms. Monnet assign specific tasks to others with regard to the Richard Branson and Virgin Group pending investment.
15. I witnessed Ms. Monnet on multiple occasions share that Richard Branson was a good close friend of hers, that she knew how Richard operates and she continued to remind everyone that this was a done deal.
16. I participated in the preparations for Richard Bransons visit to Nitro's offices up-to and including November 17, 2017.

17. The attached minutes of the October 24, 2017, October, 31<sup>st</sup>. 2017 and November 29<sup>th</sup>, 2017 were written and compiled by myself, and are a true and accurate representation of those meetings.

***Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_ March 20, \_\_\_\_\_, 2018.***



\_\_\_\_\_  
Erin Corcoran

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA  
CIVIL DIVISION

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Plaintiff,

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Counterclaim Plaintiffs,

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NITRO MOBILE SOLUTIONS, LLC,  
PETE SLADE, and MOLLY SLADE,

Counterclaim Defendants.

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**UNSWORN DECLARATION OF MICHAEL ROSSELET**

I, Michael Rosselet, affirm the following:

I am over 18 years old and have personal knowledge of the facts set forth in this declaration.

1. On or around September 29<sup>th</sup>, 2017, I invested \$100,000 into Nitro Mobile Solutions, LLC.

EXHIBIT NN

2. With the exception of a one-hour product demonstration, all communications, including investment conversations, prior to November 19, 2017 with Nitro, were conducted solely with Ms. Monnet.
3. Ms. Monnet solely represented the opportunity, company and investment financials and negotiated terms of the investment directly with me.
4. Prior to investing, Ms. Monnet told me on several occasions that she (a) firmly believed in Nitro and that she herself had already invested a considerable sum of money; and (b) that the investment opportunity was almost fully subscribed by multiple other investors, one of which had already invested \$1 million. For this reason, I believed that I was one of the last investors to participate in the Nitro opportunity.
5. On or around mid-October, 2017, Lisa Monnet disclosed to me that Richard Branson and Virgin was interested in making a significant investment in Nitro.
6. On or around mid-November 2017, Lisa Monnet disclosed to me that the deal with Richard Branson and Virgin maybe falling apart given that Nitro was not adhering to the proposal format he had requested. Specifically, for example, Ms. Monnet was “surprised” that when Branson had requested a meeting at “Ocean Prime” Nitro wanted to cater from “Columbia”.
7. On or around late November 2017, I was advised by Ms. Monnet that in response to Nitro’s allegations that she had committed a fraud with regard to Mr. Branson, my brother and I should “pull our investment from Nitro” as they would never survive

when the community (given Ms. Monnet's 'high standing') found out about such allegations.

8. On or around November 21, 2017, I learned that I was actually one of only two investors into Nitro (the other being my brother who had invested at the same time as I). Based on this information and the realization that Ms. Monnet had lied to me regarding the investment, my brother and I elected to trigger a clause 3, "Representation and Warranties" and Clause a. "(Substitution Standards)" of the agreement that entitled us to a return of our investment.
9. On or around January 12, 2018, I executed a settlement and release agreement with Nitro and was returned the full amount of my investment.
10. I had never been an Aviation client of Ms. Monnet, or had any other business dealings with her prior to Nitro.

*Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on March 20th, 2018.*

  
\_\_\_\_\_  
MICHAEL ROSSELET

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA  
CIVIL DIVISION

NITRO MOBILE SOLUTIONS, LLC.,  
a Florida Limited Liability Corporation,

Plaintiff,

Case No. 17-CA-010953  
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Defendants.

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EYE C SOLUTIONS, LLC, and  
LISA MONNET,

Counterclaim Plaintiffs,

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NITRO MOBILE SOLUTIONS, LLC,  
PETE SLADE, and MOLLY SLADE,

Counterclaim Defendants.

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**UNSWORN DECLARATIONS OF ROBERT AND MYLENE MICHAEL ROSSELET**

We, Robert Rosselet and Mylene Rosselet, affirm the following:

We are over 18 years old and have personal knowledge of the facts set forth in this  
declaration.

1. On or around 2 October 2017, we invested \$100,000 into Nitro Mobile Solutions,  
LLC.

EXHIBIT OO

2. With the exception of a one hour product demonstration, all communications, including investment conversations, prior to November 19 2017 with Nitro, were conducted solely with Ms. Monnet.
3. Ms. Monnet solely represented the opportunity, company and investment financials and negotiated terms of the investment directly with us.
4. Prior to investing, Ms. Monnet told us on several occasions that she (a) firmly believed in Nitro and that she herself had already invested a considerable sum of money; and (b) that the investment opportunity was almost fully subscribed by multiple other investors, one of which had already invested \$1 million. For this reason, we believed that we were one of the last investors to participate in the Nitro opportunity.
5. On or around (we were never told that directly), Lisa Monnet disclosed to us that Richard Branson and Virgin would be making a significant investment in Nitro. This information was conveyed to us via Michael Rosselet
6. On or around (we were never told this directly), Lisa Monnet disclosed to us that the deal with Richard Branson and Virgin had fallen apart, due to the fact that Richard Branson had demanded to have a controlling interest in the company, and because of his demand, Pete and Molly Slade had rejected Branson and the Virgin Group's offer. This information was conveyed to us via Michael Rosselet
7. On or around (we were never told that directly), we were advised by Ms. Monnet that in response to Nitro's allegations that she had committed a fraud with regard to Mr. Branson, we and my brother should "pull our investment from Nitro because she



was going to bury them [Nitro] in litigation.” This information was conveyed to us through Michael Rosselet.

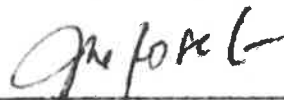
8. On or around November 21, 2017, we learned that we were actually one of only two investors into Nitro (the other being my brother, Michael Rosselet, who had invested at the same time as us). Based on this information and the realization that Ms. Monnet had lied to us regarding the investment, we elected to trigger a clause 3, “Representation and Warranties” and Clause a. “(Substitution Standards)” of the agreement that entitled us to a return of our investment.
9. On or around January 12, 2018, we executed a settlement and release agreement with Nitro and was returned the full amount of our investment.
10. We have never been an Aviation client of Ms. Monnet, or had any other business dealings with her prior to Nitro.

***Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on 18 March 2018, 2018.***



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ROBERT ROSSELET



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MYLENE ROSSELET

**EXHIBITS TO AMENDED COMPLAINT**

**PP – VV1**

**17-CA-010953**

**Subject:** Re: Thank you

**Date:** Friday, December 1, 2017 at 11:17:57 AM Eastern Standard Time

**From:** Robert Rosselet

**To:** Pete Slade

**CC:** Molly Slade, Ashby Green, Michael Rosselet, Mylene

Pete,

[REDACTED]  
[REDACTED]  
[REDACTED] I strongly recommend that you contact my brother Michael ([REDACTED]) to advise him of the situation regarding Lisa Monnet and her resignation. Michael can corroborate my statements below as well as adding more instances of misinformation.

Subsequent to our telephone conversations on the 21st and 30th of Nov. I would like to thank you for the free and frank exchange of information as I feel that is the best way to proceed.

Regarding misinformation and Lisa Monnet I can state the following:

Prior to investing the following statements were made by Ms. Monnet:

- We were told on several occasions that she firmly believed in the Company and that she herself had already invested a considerable sum.
- We were also told that the plan was almost fully subscribed (by multiple other investors) and that one of her investors had already invested 1 million dollars.

I had only spoken to her once after talking to you on the 21st of November. In my conversation with you on that date you had advised that my brother and I were the only investors. I did confront Ms. Monnet with that information subsequently and she specifically told me that she had several other investors' checks but withheld them from Nitro Solutions (NS). The reason given was to protect her other investors from a bad investment.

To recap the current position as I see it:

1. NS had been verbally advised on the 21st of Nov, regarding my intent to exercise the contractual option for a refund.

2. [REDACTED]

3. [REDACTED]

4. [REDACTED]

I suggest the meeting time and date to be the afternoon of December 6th. I do look forward to that meeting with you and to a further and continued exchange of information.

With best regards,

Robert Rosselet  
[REDACTED]

EXHIBIT PP

**From:** Lisa Monnet <lmonnet@contactnitro.com>  
**Date:** Sunday, October 22, 2017 at 4:20 PM  
**To:** Molly Slade <molly@contactnitro.com>, Pete Slade <pete@contactnitro.com>  
**Cc:** Lisa Monnet <lmonnet@contactnitro.com>  
**Subject:** RE: AT/A Brochure

Molly, Pete -

1 I will not be in the office tomorrow. I have a meeting scheduled with John Hammond, General Manager of the Orlando Magic and Wayne (Tree) Rollins who previously played and coached the Orlando Magic. Tree Rollins is a long-time friend and assisted setting the meeting with John to discuss security and our cyber solution. My lunch meeting is scheduled at 11:30 a.m. I will work from home the remainder of the day.

2 I have attached a photo of us .. we meet throughout the year to watch games together, he is an awesome guy! You will have to meet him sometime. In 2013 Tree wanted me to buy an ABA team :hey were trying to start in Tampa called the Tampa Bay Rain. I did not buy the team and unfortunately the sales were not good enough to keep the team in Tampa, it folded. What would I do with a basketball team?? 😊

*Warm regards,*

*Lisa*

**NITRO**

**Lisa Monnet**  
CEO  
Nitro Solutions  
501 E. Kennedy Blvd., Ste. 910  
Tampa, FL 33602  
Office: 813.223.4677  
Mobile: 813.326.2620  
[NitroSolutions.com](http://NitroSolutions.com)



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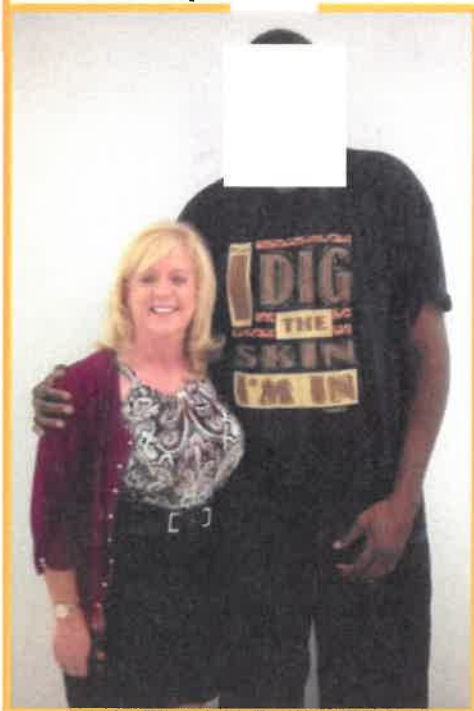


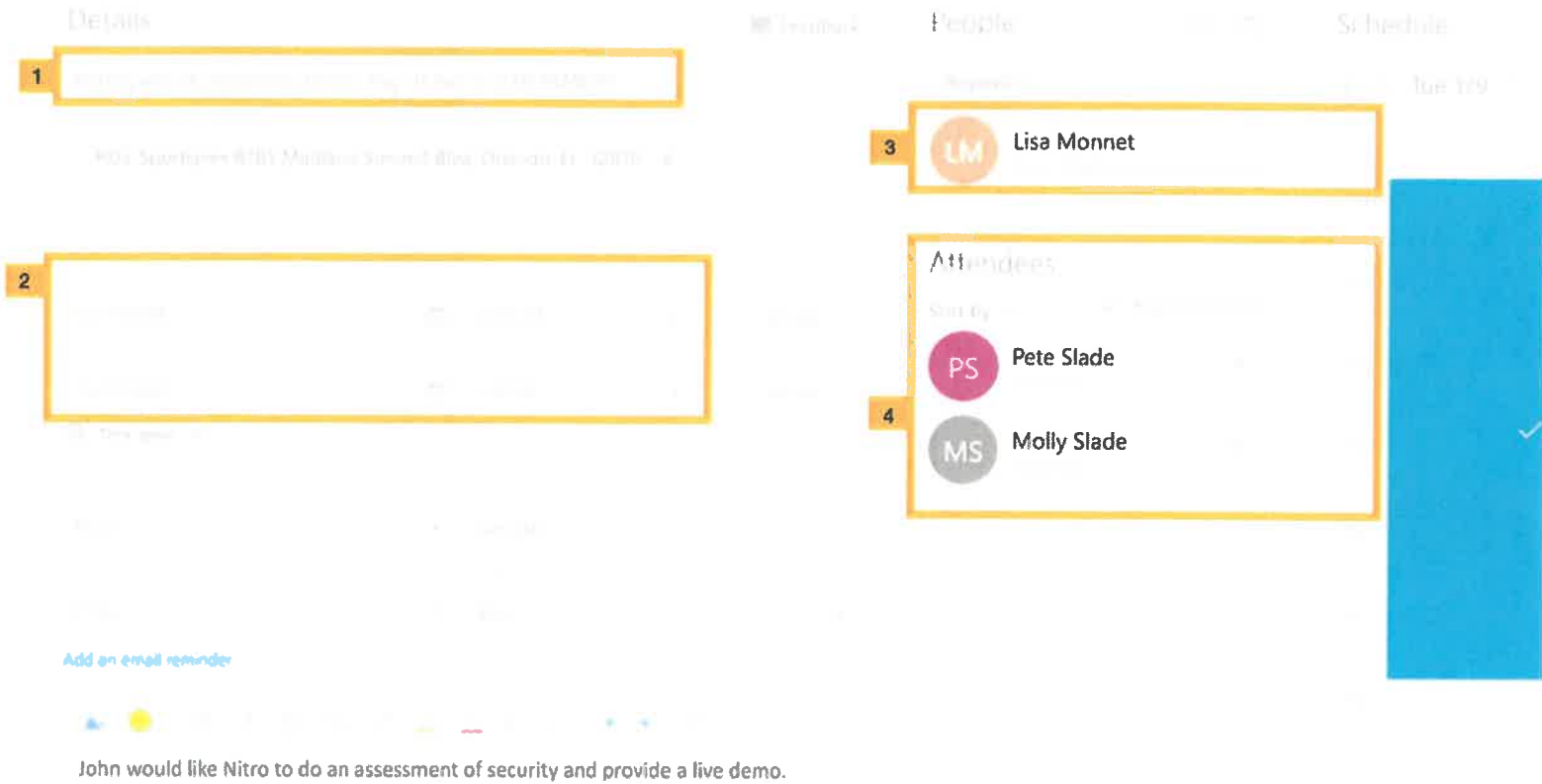
EXHIBIT QQ

--- Thursday November 16, 2017 ---

**[6:52 AM] Lisa Monnet: @all Meeting with Magic went very well. We are set for a proof of value in January on the 9th. If all goes as expected with the proof of value, we will have a new customer! We need to discuss agreements you want me to send. As soon as I can send the agreement they will send to legal for review.**

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Exhibit RR



- 1** Meeting with John Hammond at Orlando Magic
- 2** Scheduled for Jan 1, 2018
- 3** Meeting organizer: Lisa Monnet
- 4** Additional attendees

**From:** Jeff Lutes <[JLutes@Orlandomagic.com](mailto:JLutes@Orlandomagic.com)>  
**Date:** Friday, December 1, 2017 at 11:18 AM  
**To:** Molly Slade <[molly@contactnitro.com](mailto:molly@contactnitro.com)>  
**Cc:** Ashby Green <[agreen@contactnitro.com](mailto:agreen@contactnitro.com)>  
**Subject:** FW: Upcoming Onsite Visit

Molly,

I think there is some confusion with respect to the appropriate contact at the Orlando Magic. John Hammond is our GM of Basket Ball Operations and would not be involved with this type of assessment. Also, Matt Lloyd is our head of Scouting and likewise would not be involved in this aspect of the business. I have queried my team and no one is aware of a meeting at the RDV in January.

I would be happy to speak to understand your offering at a convenient time. The best number to reach me at is 407-488-3888.

**Jeff Lutes**  
**ORLANDO MAGIC**  
VP Technology

**From:** Molly Slade <[molly@contactnitro.com](mailto:molly@contactnitro.com)>  
**Date:** November 30, 2017 at 10:06:58 AM EST  
**To:** "mlloyd@orlandomagic.com" <[mlloyd@orlandomagic.com](mailto:mlloyd@orlandomagic.com)>  
**Cc:** Ashby Green <[agreen@contactnitro.com](mailto:agreen@contactnitro.com)>  
**Subject:** Upcoming Onsite Visit

Good morning, Mr. Lloyd;

My name is Molly Slade and I am the founder and COO of Nitro Solutions, a technology company that uses artificial intelligence for cyber defense. I was given your name as a point of contact. Our former CEO Lisa Monnet had set up a meeting with John Hammond for our team to do an onsite assessment and live demo of our NitroDefender product. According to her notes and communication, there will be 6 members of your team meeting with Nitro on Tuesday, January 9 from 10am to 4pm at the RDV Sportsplex.

Lisa is no longer with Nitro, and I am reaching out to a) introduce myself and Ashby Green (new CEO) as your new points of contact; b) ensure that you didn't have any outstanding questions; and c) confirm the date and location.

We have had a tremendous response to our product so far, and extremely excited about our plans for next year. We would be happy to jump on a phone call at your convenience as necessary.

Sincerely,

Molly Slade  
COO  
Nitro  
813-223-4677  
501 East Kennedy Blvd - Suite 910, Tampa, FL 33602  
[Website](#)

Inc. 500 Business  
US Chamber of Commerce Blue Ribbon Top 100 US Small Business  
Best Places to Work  
Tech Company of the Year  
Bright House Innovation Award Winner  
Tampa Bay Business Journal Top Software Developers

EXHIBIT TT

iMessage Chat Between Molly Slade and Ms. Monnet  
August 31st through October 17th

AT&T 9:58 AM 79%  
102 LM Lisa

1 Thu, Aug 31, 8:40 AM

I will be there as quickly as possible. Of course the one day I left early is the day I'm stopped still on the interstate! 😎

No worries. Be safe



Traffic has been stopped for a long time.

That's miserable! I'm so sorry



Almost there



Wed, Sep 20, 4:24 AM

Good morning! I will meet you in Westshore it this morning. Have a safe drive in 🙏

Wed, Sep 20, 5:51 AM

Good morning Molly! I look forward to see you!

EXHIBIT UU



Wed, Sep 20, 8:19 AM

Traffic is totally stopped on the Howard Franklin



It's a nightmare here too!

Parking now. Are you here?

Wed, Sep 20, 10:09 AM

Are you close to the office?

Mon, Sep 25, 9:33 AM

Have a great day lady! I hope the weather is nice and cool. 🤞

Thank you ... you as well!

Tue, Oct 3, 5:22 PM

Dad update 😊 his surgery went really well. They took out a portion of his stomach and reattached his small intestines to his stomach. Took out the Gallbladder and his lymph nodes in his abdomen. The biggest concern is making sure he doesn't lose 40 - 50 pounds.

Typically the surgery is for people who need to lose large amounts of weight will lose that in the first two weeks. He doesn't have that amount to lose! They put in a port to help him get nutrients to keep weight on. 🤔😬👉👈🙌. So happy 😊😊

2 Oh Molly I am so happy to hear the great news! I've been so worried all day .. I think I was driving Erin crazy asking if she had heard from you! 😊👉

I am actually with Jason Beaty right now talking about NitroDefender and investing.

Much love to you sweet lady ... so thankful for the good news!

Thank you 🙌😊😊

3 Tue, Oct 17, 12:35 PM

They have chicken noodle, chili, matzo Ball, and mushroom barley

Thank you! We just found out they had butternut squash down at the bagel place. We're going to go for that

Delivered



**Molly and Lisa – Corporate Chat – Period August 28th, 2017 through October 18th, 2017**

**--- Monday August 28, 2017 ---**

[9:47 AM] Molly Slade: I'm adding events to Pete  
[9:47 AM] Molly Slade: Lets try this again  
[9:47 AM] Molly Slade: I'm adding events to our Calendars (me and Pete). What time does the HC Ceremony end next Friday?  
[9:49 AM] Lisa Monnet: It begins at 3:00. I would think a couple of hours, they have not provided an end time. I understand if you can't make it.  
[9:49 AM] Lisa Monnet: :-D  
[9:49 AM] Molly Slade: Oh no... we are going :)  
[9:49 AM] Molly Slade: I may need to leave at 5 to take [REDACTED] to her awards ceremony, but I'm going! I'm so excited for you!!!!  
[9:50 AM] Molly Slade: I would not miss this  
[9:50 AM] Lisa Monnet: Thank you Molly, I so appreciate your friendship .. you are an amazing lady!  
[9:50 AM] Lisa Monnet: What awards for [REDACTED]?  
[9:51 AM] Molly Slade: For showing her horse. Her and Bella came in second for the show season. Very small circuit but she is excited  
[9:51 AM] Molly Slade: So small.. no one knows about it... haha  
[9:51 AM] Lisa Monnet: Oh that is exciting, congrats to Lauren!!!

**--- Tuesday August 29, 2017 ---**

[8:40 AM] Molly Slade: Good morning gorgeous! Marc from the Straz is bringing over our box tickets and I want to introduce you to him. When is good for you this week or next? Only need 15 mins :)  
[8:45 AM] Lisa Monnet: Good morning Beautiful Lady, I am on hold for HH Sheikh Mansour Bin Zayed Al Nahyan, been on hold for 10 minutes. He will be worth the wait .. He is in Investment Management in Information Technology. I have back to back calls lined up this morning.  
[8:46 AM] Lisa Monnet: I will be in the office as quickly as possible today. All day tomorrow, and Thursday. Friday until 2:30 due to going on base.  
[8:54 AM] Molly Slade: YAY! ok, I will send up 10 with Marc for intros. Can't wait to see you  
[8:58 AM] Lisa Monnet: ??  
[8:58 AM] Molly Slade: 10 mins sometime in the next 2 days...sorry, does that make more sense?  
[8:58 AM] Lisa Monnet: LOL ... yes, thank you!

**--- Wednesday August 30, 2017 ---**

[10:51 AM] Molly Slade: [http://\[REDACTED\]services/about/](http://[REDACTED]services/about/)  
[2:00 PM] Molly Slade: Hey... from across the office ;). I dont have [REDACTED] or [REDACTED] signed NDA back. Did they send them to you?  
[2:03 PM] Lisa Monnet: Pete sent [REDACTED] and [REDACTED] a DocuSign NDA if I recall correctly??

EXHIBIT VU

--- Friday September 1, 2017 ---

[7:39 AM] Lisa Monnet: Good morning Molly, I received an email from Dubai at 3:26 this morning. They reached out to jump on a conference call at 8:30 to continue discussions. I will be in the office as soon as the conference call ends.

[7:43 AM] Molly Slade: Oh no! You've really become a part of Nitro... you don't get sleep! Excited to hear how it goes. Good luck lady!!!

[7:45 AM] Lisa Monnet: LOL .. See you soon

[7:46 AM] Lisa Monnet: The call with [REDACTED] this morning at 10 is to hear the services [REDACTED] provide

[1:00 PM] Lisa Monnet: we are debriefing

[3:10 PM] Molly Slade: Here is the [REDACTED] commercial with yours truly...[https://www.youtube.com/\[REDACTED\]](https://www.youtube.com/[REDACTED])

[3:10 PM] Molly Slade: I'm on the end.. best for last! Haha

--- Friday September 8, 2017 ---

[10:07 AM] Lisa Monnet: Love the commercial ... you did awesome!!

[10:08 AM] Lisa Monnet: Are you, Pete, and Lauren all set for the hurricane .. do you need help with anything?

[10:22 AM] Molly Slade: Hello! I believe we will be ok. I'm glad to hear you have shutters :). Promise you will text me you are ok daily!

[10:30 AM] Lisa Monnet: I promise and you do the same! I worry about everyone.

[10:30 AM] Lisa Monnet: Is Pete moving things out of the ooffice?

[10:30 AM] Molly Slade: Yes he took [REDACTED]

[10:31 AM] Molly Slade: I'm so worried about everyone.

[10:38 AM] Lisa Monnet: Me too, I hope everyone stays in touch. Do you have hurricane shutters?

[10:44 AM] Lisa Monnet: Don't forget to get cash out in case the area had a lengthy power outage, you can purchase what you need.

[10:47 AM] Molly Slade: We do not have shutters :( I did get cash out. I was able to get bleach, gloves, duct tape and trash bags. As I was looking at it in line, I thought... Am I prepping for a hurricane or a murder (embarrassed)

[11:05 AM] Lisa Monnet: I am rolling on the floor laughing ... that is so funny!! I needed a good laugh today. I am [REDACTED] I am calling people all day today and tomorrow. I am also worried about everyone's safety.

[11:05 AM] Lisa Monnet: You know how much I value your friendship right ... you are an amazing, wonderful woman.

[2:00 PM] Molly Slade: Thank you! I adore you and love that I get to see you each day!!! Thank you for the phone calls on funding. [REDACTED]

--- Saturday September 9, 2017 ---

[11:10 AM] Lisa Monnet: Are you guys going to be okay ... I'm really worried about everyone.

--- Wednesday September 13, 2017 ---

[5:18 PM] Lisa Monnet: Missed you today, I hope you and [REDACTED] had a great day and was able to spend some quality time together!

[5:20 PM] Molly Slade: We went to her Rheumatoid Dr in St. Pete. She is great, but we need to see the Dr. once a year to keep her patience status.

[5:20 PM] Molly Slade: How was your day?

[5:20 PM] Lisa Monnet: I am so happy she is good to go! I will see you tomorrow as quickly as possible. I meet with Bob in Orlando as a reminder. Hugs!!

[5:21 PM] Molly Slade: Be careful on I-4, that road is so scary

[5:23 PM] Molly Slade: For ATA - are you staying Wed - Sun?

[5:23 PM] Lisa Monnet: Thursday through Sunday for AT/A

---- Friday September 15, 2017 ----

[10:03 AM] Molly Slade: Good morning! Just confirming you are emailing [REDACTED] :)

[12:14 PM] Lisa Monnet: I am contacting [REDACTED]

---- Monday September 25, 20

[8:50 AM] Molly Slade: Hey Lady! I hope you had fun in NYC :). Have a great day today and let me now if you need anything

--- Thursday September 28, 2017 ---

[3:42 PM] Lisa Monnet: Hey Molly, Sorry I missed your call. I am feeling a bit better. Does Nitro have a company seal?

[3:45 PM] Molly Slade: Hello! No worries, I'm glad you are feeling better :). We do not have a company seal

[3:51 PM] Lisa Monnet: Thank you. No worry about the seal ... I am working on having the certificates and documents ready for your review tomorrow!

---- Friday September 29, 2017 ----

[11:17 AM] Molly Slade: [https://www.\[REDACTED\]/menu](https://www.[REDACTED]/menu)

[11:18 AM] Molly Slade: We are going here for lunch

[11:18 AM] Molly Slade: would you like anything?

---- Sunday October 1, 2017 ----

[5:17 AM] Molly Slade: Good morning! Thank you for the update on our first investors. So exciting! I kept meaning to text you yesterday and I thought soon as I sit down I'm going to reach out to Lisa. Well this is the first time I have sat down since you saw me Friday... LOL! I hope you have a beautiful Sunday and I will check in during the week. [REDACTED]

[REDACTED]. She also has a signed check for me for you 🙌👉. Ciao 🍷

[5:18 AM] Molly Slade: I'm sending you a HipChat instead of a text message because I don't want to wake you up at this ungodly hour

[4:54 PM] Lisa Monnet: Thanks for the message Molly! My thoughts are with you. Please know I am here for you if you need to chat. I pray all will go well with your Dad. Please take care of yourself. ❤️

---- Monday October 2, 2017 ----

[2:38 PM] Lisa Monnet: So thankful you were not in Vegas. It scared me when I turned on the news this morning. Pete told me you were in California. I hope you are well. :-\*

[3:07 PM] Molly Slade: We are having a great with my dad. His surgery is to early tomorrow morning. I am so sick to my stomach about the Las Vegas shootings. My sister lives in Vegas and just drove over yesterday morning. Her friends are all ok. Thank goodness! I hope you're having a great Monday!

[10:02 PM] Lisa Monnet: It is so horrific what happened in Vegas .. my heart is very heavy thinking of all the victims and families. My thoughts will be with you tomorrow sweet lady and my prayers will be with your Dad. I just arrived home from Crystal River picking up the checks.

Take care, I'm so glad you had a good day with your Dad!

---- Tuesday October 3, 2017 ----

[9:32 AM] Molly Slade: Awesome on getting our first checks!!!! 🙌

[9:32 AM] Molly Slade: Dad just went back ❤️

[9:37 AM] Lisa Monnet:

My thoughts are with you and your Dad! :-\*

---- Thursday October 5, 2017 ----

[4:23 PM] Lisa Monnet: Welcome home Molly!! Woo Hoo!!

[4:42 PM] Molly Slade: Thank you!

---- Monday October 9, 2017 ----

[11:43 AM] Molly Slade: Hey, let me know if there is anything I can do for you or your friends children. That is devastating!

[3:17 PM] Lisa Monnet: Thank you Molly!

[3:20 PM] Molly Slade: You're welcome :)

---- Wednesday October 11, 2017 ----

[9:47 AM] Molly Slade: Hey lady! We had a 9:30 this am and I'm guessing you are stuck on the phone with a potential investor. Yay! Can you meet at 1-1:30

[9:57 AM] Lisa Monnet: I am in the office. I did not have it on my calendar .. did you send an invite?

[9:58 AM] Lisa Monnet: I cannot meet at that time this afternoon. I have a 12:30 lunch.

[9:58 AM] Molly Slade: No I thought you were 😊. We popped downstairs to get Pete a bagel

[9:58 AM] Lisa Monnet: Awesome!

[3:52 PM] Molly Slade: <http://www.tampabay.com/news/>

---- Monday October 16, 2017 ----

[10:42 AM] Lisa Monnet: Hey Sweet lady .. do you know why [REDACTED] declined the advisory board meeting .. just curious.

[11:01 AM] Molly Slade: I do not, I will reach out

[11:42 AM] Lisa Monnet: Thank you!

[11:46 AM] Lisa Monnet: If too many advisors cannot make it I suggest we reschedule. Thoughts?

[1:59 PM] Molly Slade: Who is not able to make it beside [REDACTED] and [REDACTED]?

[2:44 PM] Lisa Monnet: I am uncertain if [REDACTED] will make it. I will know shortly.

[2:46 PM] Molly Slade: I thought he was calling in?

[2:48 PM] Lisa Monnet: I have told him we prefer he call in instead of travel due to expense. He has not provided an answer yet.

[2:48 PM] Molly Slade: ok

[2:48 PM] Molly Slade: I agree

[2:49 PM] Lisa Monnet: Hopefully he will be able to accommodate the schedule. We truly need to get moving! :-D

[2:49 PM] Lisa Monnet: We have about 6 months worth of work to do in 3 months.

[2:50 PM] Molly Slade: yes

--- Wednesday October 18, 2017 ---

[2:10 PM] Molly Slade: Do you have the agenda outline for the Advisory Board meeting?

--- Tuesday October 24, 2017 ---

[12:01 PM] Lisa Monnet: Molly, can Pete do a demo for [REDACTED] who I had lunch with last week at 1:30 tomorrow?

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Molly Slade, Pete Slade, Ms. Monnet - Corporate Chat - Period Sept 8, 2017 through October 29, 2017

--- Friday September 8, 2017 ---

[3:32 AM] Pete Slade: @all <http://www.businessweekly> [REDACTED]  
[REDACTED]-C...

[3:32 AM] Pete Slade: [REDACTED]

[4:08 AM] Molly Slade: [REDACTED]

[5:49 AM] Pete Slade: @all Sent you a draft proposed email to [REDACTED]

[8:55 AM] Lisa Monnet: @all I am reading the email now. I have been on the phone with a colleague in New York for the last hour. My one meeting I had today canceled so I will work from home today and make several calls to potential investors

[8:55 AM] Pete Slade: ok

[9:21 PM] Lisa Monnet: Hey guys, I hope and pray you're all set to ride out the storm. I will worry so please stay in touch. Pete, have you had an opportunity to update the Pitch Deck? I've been on the phone all day and need to send the updated version out. Also [REDACTED] just emailed me and requested my bio for an introduction to a heavy hitter in Angel rounds. I would like to send him the deck as well. I know you don't have much to do right now! 😊

[9:22 PM] Lisa Monnet: @PeteSlade @MollySlade

--- Saturday September 9, 2017 ---

[7:12 AM] Pete Slade: @LisaMonnet Does [REDACTED] need to change? It currently says the following

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[REDACTED]  
ng]

[7:13 AM] Pete Slade: Do we want to change [REDACTED]

[7:13 AM] Pete Slade: [REDACTED]

[8:14 AM] Lisa Monnet: @PeteSlade I think we [REDACTED]

[8:56 AM] Pete Slade: Ok changing

[8:59 AM] Pete Slade: @LisaMonnet Here you go. Let me know if you need any other changes to it <http://>[REDACTED]

[9:46 AM] Lisa Monnet: Thank you!

--- Tuesday September 12, 2017 ---

[5:43 AM] Pete Slade: <https://www.enterprisetimes> [REDACTED]  
[REDACTED]

[7:35 AM] Pete Slade: @all we need to discuss [REDACTED] company. For example [REDACTED] % [REDACTED] We are [REDACTED] for [REDACTED] % ? (Which would [REDACTED] k  
[REDACTED]

[7:36 AM] Pete Slade: [REDACTED]

[7:36 AM] Pete Slade: [REDACTED]

[7:37 AM] Molly Slade: what if we do [REDACTED] ?

[7:37 AM] Molly Slade: [REDACTED] ?



[7:38 AM] Molly Slade: [REDACTED]  
[7:38 AM] Pete Slade: [REDACTED]  
[7:38 AM] Molly Slade: ah ok  
[7:38 AM] Molly Slade: have we [REDACTED]  
[7:38 AM] Pete Slade: [REDACTED]  
[REDACTED]  
[7:39 AM] Pete Slade: [REDACTED]  
[7:40 AM] Pete Slade: [REDACTED]  
[REDACTED]  
[7:41 AM] Molly Slade: I agree... can we talk when I get in  
[7:41 AM] Molly Slade: I'm taking [REDACTED] to [REDACTED] in a bit  
[7:41 AM] Molly Slade: I need to get ready  
[8:27 AM] Lisa Monnet: I plan on working from home today. I have a doctors appointment scheduled at 10 that I've had scheduled for months. It's a specialist that is difficult to get an appointment with in Sarasota. I don't want to cancel. I can certainly jump on a call or try to come in after the appointment.  
[8:51 AM] Lisa Monnet: @all  
[8:51 AM] Pete Slade: Hello  
[8:51 AM] Pete Slade: Ok.  
[8:52 AM] Pete Slade: Molly is not in yet, but we can call you when she is  
[8:52 AM] Pete Slade: How are things with your home? All safe?  
[9:28 AM] Lisa Monnet: @all I have damage to the beach house but nothing severe. Thankfully this home has no damage. I will be in the office after my appointment which was just moved to 11. I estimate my arrival at the office around 2.  
[9:39 AM] Lisa Monnet: @all So happy everyone is safe!  
[10:01 AM] Molly Slade: Great! See you then :)  
[10:33 AM] Molly Slade: @LisaMonnet when we arrive grab Pete and I  
[10:33 AM] Molly Slade: Good luck at your appt ;)  
[10:35 AM] Lisa Monnet: @MollySlade I am leaving now ... thanks, will do!  
[4:37 PM] Pete Slade: @LisaMonnet How many [REDACTED] did we have [REDACTED] or [REDACTED] ?  
[6:05 PM] Lisa Monnet: [REDACTED]

--- Wednesday September 13, 2017 ---

[4:40 AM] Pete Slade: [REDACTED]  
[10:23 AM] Lisa Monnet: Is it possible to print and bind the Pitch Deck ... I feel we should have those and hand out to each potential investor we meet.  
[10:24 AM] Pete Slade: Yes, we should do them double sided also  
[10:25 AM] Lisa Monnet: How many should we make ... I will ask Zach  
[10:45 AM] Lisa Monnet: [REDACTED], Chief Scientist and [REDACTED] will be a [REDACTED]  
[10:46 AM] Lisa Monnet: The expo [REDACTED]  
[11:41 AM] Pete Slade: @LisaMonnet Did [REDACTED] ever get back to you?  
[12:57 PM] Lisa Monnet: Just sent an email saying he will get back to us shortly. He said the storm delayed his move.

[1:01 PM] Lisa Monnet: Has [REDACTED] gotten back to you with a time for Friday?

[1:18 PM] Pete Slade: No. I will follow up

[1:22 PM] Lisa Monnet: @all I have a couple of questions .. Pete, do you have availability on your calendar on Wednesday, 20 September from 1100 - 1300 to attend the AFCEA lunch. I think we should go and introduce NitroDefender.

1 [1:23 PM] Lisa Monnet: @all Do you have availability for dinner on Saturday night? Foster is coming in for the game and it would be nice if you could meet him.

[1:23 PM] Pete Slade: AFCEA lunch = Yes.

[1:23 PM] Pete Slade: @MollySlade Are we available this Saturday evening?

[1:38 PM] Molly Slade: @all yes we are. Where would you all like to dine

[1:48 PM] Lisa Monnet: That is awesome ... have you tried the Wine Exchange in Hyde Park?

[1:48 PM] Lisa Monnet: I will register us for AFCEA .. I will need you DL number and expiration please

[1:49 PM] Lisa Monnet: @all

[1:49 PM] Molly Slade: Yes it's wonderful! What time works for you and Foster. Very excited to meet him!

[1:50 PM] Pete Slade: DL [REDACTED] and expires [REDACTED]

[1:51 PM] Lisa Monnet: @MollySlade Whatever time works for you and Pete is great!

[2:08 PM] Lisa Monnet: @PeteSlade We are registered for AFCEA. Please let me know if you received an email confirmation. Thanks!

[2:08 PM] Pete Slade: Yes. Received.

[2:11 PM] Lisa Monnet: (thumbsup)

[4:35 PM] Lisa Monnet: I called [REDACTED] to ask if they need more panelist or speakers at the cyber expo, they are full but she has invited us to attend.

--- Thursday September 14, 2017 ---

[5:23 AM] Molly Slade: @all http://[REDACTED]  
[REDACTED]d...

[8:16 AM] Pete Slade: @LisaMonnet Good luck at your meeting this morning. Looking forward to hearing how it went!

[8:56 AM] Lisa Monnet: @PeteSlade Thank you, I just arrived. I will be in as soon as I finish here.

[2:04 PM] Molly Slade: [https://www.eventbrite.com/\[REDACTED\]](https://www.eventbrite.com/[REDACTED])  
[REDACTED]

--- Friday September 15, 2017 ---

[10:13 AM] Pete Slade: @LisaMonnet [REDACTED] going to come in next week to spend some time  
[REDACTED]  
[REDACTED]  
[REDACTED]

[10:30 AM] Pete Slade: This is the 'fractional CFO' that [REDACTED] is referring to  
[REDACTED]

[10:31 AM] Pete Slade: Thoughts about how we move forward?

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ng]

[10:33 AM] Molly Slade: In what capacity was he thinking?

[10:33 AM] Pete Slade: We will need

[10:34 AM] Pete Slade: So we would talk to them and

[10:34 AM] Pete Slade: (in theory)

[10:34 AM] Molly Slade: ok I think a conversation would be good

[12:15 PM] Lisa Monnet: @PeteSlade I am available Monday and Tuesday morning

--- Monday September 18, 2017 ---

[9:35 AM] Pete Slade: @LisaMonnet I just checked the investor spreadsheet and it isn't showing anything new beyond what I added. will be in to review this with us sometime in the next 20 mins.

[9:40 AM] Lisa Monnet: @PeteSlade

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[https://

[9:41 AM] Pete Slade: Can you add to the doc?

[9:42 AM] Pete Slade: I added them

[9:42 AM] Molly Slade:

[9:42 AM] Molly Slade: to meet us

[9:43 AM] Pete Slade: ok

[9:43 AM] Pete Slade: @LisaMonnet Did you get the

[3:25 PM] Lisa Monnet: The meeting with went well. He is going to make a few introductions.

[3:27 PM] Pete Slade: (thumbsup)

[3:27 PM] Lisa Monnet: I am very excited to meet with here at the office on

Wednesday. I am also very excited about meeting with ...

said he could put together . I hope invest ... that will

[3:28 PM] Lisa Monnet: I will be working from home tomorrow. I have an investor meeting tomorrow in Sarasota with at Noon and an eye appointment at 3:00.

[3:28 PM] Lisa Monnet: @all

[3:48 PM] Lisa Monnet: I am off to my 5:00 meeting with

[4:07 PM] Molly Slade: Great news on Good luck with Have a nice evening :)

[4:07 PM] Molly Slade: @LisaMonnet

[8:55 PM] Molly Slade: @all I'm trying to schedule a meeting with on Wed afternoon around 2pm. I saw you will be on base until 12:30. I wanted to make sure that 2pm would indeed work

[8:55 PM] Molly Slade: please confirm

[8:56 PM] Lisa Monnet: @all That works for me .. the AFCEA lunch is over at 1:00 pm

[8:56 PM] Molly Slade: perfect! thank you

[8:56 PM] Lisa Monnet: I am happy she emailed!  
[8:56 PM] Molly Slade: Me too!  
[8:56 PM] Lisa Monnet: Have a great night Sweetie!  
[8:56 PM] Molly Slade: You toooooo! :)

--- Tuesday September 19, 2017 ---

[3:57 AM] Pete Slade: http://[REDACTED]  
[REDACTED]

[8:12 AM] Pete Slade: Does it work for @all if I propose 9am on Tuesday or Wednesday as options?

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[https://[REDACTED]/upload.png]

[8:40 AM] Lisa Monnet: @all Today works .. tomorrow Molly and I will be at [REDACTED]  
[REDACTED]

[8:42 AM] Lisa Monnet: As a reminder, I have meetings this afternoon.

[8:49 AM] Pete Slade: This is for next week

[8:50 AM] Lisa Monnet: @all [https://www.youtube.com/\[REDACTED\]](https://www.youtube.com/[REDACTED])

[8:51 AM] Pete Slade:  
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[https://[REDACTED].pg]

[8:51 AM] Pete Slade: Nope

[8:51 AM] Pete Slade: Totally different person ;)

[8:52 AM] Lisa Monnet: I am curious to [REDACTED]  
[REDACTED]

[8:52 AM] Molly Slade: That's interesting...

[8:54 AM] Lisa Monnet: If you recall [REDACTED] yesterday when I ask about [REDACTED]  
[REDACTED]

[8:54 AM] Pete Slade: [REDACTED]

[8:56 AM] Lisa Monnet: I spoke to [REDACTED] who made the introduction to [REDACTED], she had [REDACTED]. Very interesting [REDACTED]  
[REDACTED]

[8:56 AM] Lisa Monnet: she is

[8:57 AM] Pete Slade: [REDACTED]  
[REDACTED]

[8:58 AM] Pete Slade: [REDACTED]

[8:58 AM] Pete Slade: [REDACTED]

[8:58 AM] Pete Slade: nice find!

[8:59 AM] Pete Slade: @MollySlade Make sure [REDACTED]

[9:02 AM] Lisa Monnet: @MollySlade Watch what? I see no link ? =)

[9:03 AM] Lisa Monnet: What I sent or are you sending something?

[9:03 AM] Pete Slade: What you sent. [REDACTED]

[9:05 AM] Lisa Monnet: Oh ok .. I thought Molly was sending something else! Blonde moment 8-)

[9:28 AM] Pete Slade: @all Please let me know on the times for next week meeting with [REDACTED]

[9:57 AM] Lisa Monnet: @all I have a meeting scheduled Tuesday morning at 9:00, otherwise I am free that day. I have a meeting scheduled at noon on Wednesday, otherwise I am free.

[9:57 AM] Lisa Monnet: Regarding [REDACTED]

[11:53 AM] Lisa Monnet: @all In my opinion we really need to go to [REDACTED] .. it will be well attended. I have provided a link. <https://www.eventbrite.com> [REDACTED]

[12:20 PM] Lisa Monnet: @all I know tomorrow's schedule is packed. I would like to squeeze in a meeting to chat tomorrow if possible. I am heading to my 1:00 meeting now.

--- Wednesday September 20, 2017 ---

[4:34 AM] Pete Slade: How cool

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[ht [REDACTED]  
]

[4:34 AM] Pete Slade: I didn't ask [REDACTED]. Just out of the blue.

[4:44 AM] Pete Slade: [https://\[REDACTED\]](https://[REDACTED])

[4:23 PM] Pete Slade: You guys coming?

[4:29 PM] Pete Slade: @all

[4:29 PM] Pete Slade: I assume I am giving the pitch deck standard?

--- Thursday September 21, 2017 ---

[2:05 PM] Pete Slade: Remember the drone we saw?

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[https [REDACTED]  
ng]

[2:11 PM] Molly Slade: Yes...lol

[2:19 PM] Molly Slade: @all Is one of us sending [REDACTED] the NDA? I believe Lisa is coordinating the marketing collateral to send? If not, I can help

[2:20 PM] Pete Slade: DO you want to send it?

[2:21 PM] Lisa Monnet: @all Why are we sending an NDA? I recommend we wait until we are working on something with them.

[2:22 PM] Molly Slade: It sounded like we would soon. That could be my wishful thinking.

[3:49 PM] Pete Slade: @all

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ng]

[3:49 PM] Pete Slade: [REDACTED]  
[3:49 PM] Pete Slade: Does this work?  
[3:50 PM] Pete Slade: Oh duh - Lisa you are out  
[4:30 PM] Lisa Monnet: @all I have sent both documents as is to [REDACTED]. I spoke to both on the phone today to follow up. Thank you!  
[4:43 PM] Molly Slade: I thought Pete was working on the doc? Did that change? I'm sorry, I might have missed something  
[4:48 PM] Lisa Monnet: @MollySlade I sent the documents [REDACTED]

[4:49 PM] Molly Slade: OK great!

[4:55 PM] Pete Slade: [REDACTED]

--- Friday September 22, 2017 ---

[12:34 PM] Pete Slade: @all - How awesome is this? Unexpected and very cool!  
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[https://[REDACTED]/upload.png]

[12:34 PM] Molly Slade: Very!!!

--- Monday September 25, 2017 ---

[9:34 PM] Lisa Monnet: Hi, I'm back. I have an 8:00 am meeting then I will be in. I would appreciate it if we can set aside time to chat tomorrow. I have meetings scheduled with [REDACTED] and [REDACTED] tomorrow afternoon. Thanks!

--- Tuesday September 26, 2017 ---

[9:02 AM] Molly Slade: @LisaMonnet Pete and I have a 2pm and I have a 10am tomorrow. When you arrive let's coordinate calendars.

[10:27 AM] Lisa Monnet: Sounds great. My meeting just ended with [REDACTED]. My meeting was down in Sarasota. I will drive straight to the lunch with [REDACTED]. I will keep you updated throughout the day. Thanks!  
@all

[10:27 AM] Pete Slade: @LisaMonnet Wow.. You're a machine!

[1:43 PM] Lisa Monnet: I just finished the lunch event with [REDACTED]. [REDACTED] was the guest speaker. [REDACTED] is going to introduce another Angel investor to us. I've made two introductions to him that will be beneficial to his program in the [REDACTED]. I also just spoke with [REDACTED], good news. On to see [REDACTED] ... building relationships! 🙌

[1:44 PM] Lisa Monnet: @all

[1:45 PM] Pete Slade: !!!! Nice!!!!

[3:08 PM] Molly Slade: :)

--- Wednesday September 27, 2017 ---

[9:30 PM] Lisa Monnet: @all Hey guys, I arrived home about an hour ago. I met with [REDACTED] and [REDACTED]. [REDACTED] wants to meet again at 9:00 to iron out the subscription agreement. I have an 12:00 lunch. I will be in the office after lunch. Thanks!

--- Friday September 29, 2017 ---

[9:21 AM] Pete Slade: @LisaMonnet Are you available on Monday to meet with Ashby and I? If so, what times do you have open?

[9:23 AM] Lisa Monnet: @all I am available all day. I'm on my way in now. Thanks!

[1:47 PM] Lisa Monnet: @all I am available when everyone else is

[1:52 PM] Molly Slade: @all I'm available

[1:55 PM] Pete Slade: I am ready - Just working on [REDACTED] Let me know when your meeting

--- Saturday September 30, 2017 ---

[8:28 AM] Lisa Monnet: @all I have the paper work for [REDACTED] and will pick up his cashier check Monday. You can sign his documents on Monday as we did with [REDACTED] Thanks so much!

[8:30 AM] Lisa Monnet: @MollySlade Please let me know if I can help in any way. You have so much on your plate. You truly are an amazing woman to handle it all so graciously. All will be good at the office. My thoughts are with you and your Dad.

--- Thursday October 5, 2017 ---

[11:36 AM] Lisa Monnet:

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[<https://s3.amazonaws.com/uploads.hipchat.com/40564/5088128/0XjdSvGCNxVASEZ/pwc-changing-role-of-the-cfo.pdf>]

[11:36 AM] Lisa Monnet: @all Interesting read

--- Friday October 6, 2017 ---

[10:04 AM] Molly Slade: @LisaMonnet Hi Lisa! Looking forward to tonight! Could you please update the investor spreadsheet. I dont want overlapping efforts :)

[10:11 AM] Lisa Monnet: @MollySlade Tonight should be fun! I will update when I have an opportunity, thanks!

[10:12 AM] Molly Slade: thank you

[10:12 AM] Lisa Monnet: We plan to arrive at 6:00 tonight. I put your tickets on your desk.

[10:12 AM] Molly Slade: Wonderful!

[10:13 AM] Lisa Monnet: Are you and Pete meeting with [REDACTED] for possible overlap?

[10:13 AM] Molly Slade: I know that Ashby is engaging

[10:15 AM] Lisa Monnet: Yes, we discussed with Ashby creating a list together .. exciting!

[10:15 AM] Molly Slade: Yes!!

[10:16 AM] Lisa Monnet: How is your Dad?

[10:16 AM] Lisa Monnet: Are you doing okay?

[10:17 AM] Molly Slade: He has a long road to recovery. He is already standing up!! I'm good

[10:18 AM] Lisa Monnet: That is incredible he is standing ... it shows he has determination!

[11:21 AM] Molly Slade: @LisaMonnet I'm ordering tickets for Karaoke for a Kure next Friday, 10/13. I have you down as tentative. Would you like to go? Let me know so I can order your ticket

[11:22 AM] Lisa Monnet: @MollySlade I would love to go, thank you!

[11:23 AM] Molly Slade: :)

--- Saturday October 7, 2017 ---

[11:22 AM] Lisa Monnet: @all I would appreciate the opportunity to meet next week and discuss our next steps for NitroDefender. [REDACTED] an even better story to share. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[11:23 AM] Pete Slade: [REDACTED]

[11:23 AM] Lisa Monnet: I spoke with Zack last week about beginning [REDACTED]

[REDACTED]

[11:34 AM] Lisa Monnet: I also feel we should change the [REDACTED]

[REDACTED]

[REDACTED]

--- Monday October 9, 2017 ---

[11:45 AM] Molly Slade: @all I'm getting ready to purchase tickets to the [REDACTED] for [REDACTED]. Can you both confirm to me that you are going to be able to attend. Thanks

[1:06 PM] Pete Slade: I can

[1:43 PM] Lisa Monnet: I can

[1:44 PM] Molly Slade: Awesome! Thanks :)



[3:59 PM] Molly Slade: @LisaMonnet could you send Pete a calendar invite for the Air Refueling conference at the end of October. I dont want anyone to book the space. Thank you!

[4:00 PM] Lisa Monnet: @MollySlade Will do, thanks for the reminder!

[7:25 PM] Lisa Monnet: @all I hope you're enjoying dinner with [REDACTED]. I spoke to both [REDACTED] and [REDACTED] in separate calls. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[7:26 PM] Lisa Monnet: See you tomorrow!  
[REDACTED]  
[REDACTED]

next steps. Lets chat tomorrow for sure.  
[REDACTED]

[8:53 PM] Lisa Monnet: @PeteSlade Can you please forward me the email for the AT/A registration receipt? Thank you!

--- Tuesday October 10, 2017 ---

[9:04 AM] Lisa Monnet: @all I need to speak with you both when you have a few minutes free .. thank you

--- Wednesday October 11, 2017 ---

[10:04 AM] Lisa Monnet: @all Please let me know when you have time to meet. Lots to discuss!!

[3:57 PM] Lisa Monnet: <http://www.tampabay.com/news/military/macdill/tampa-bay-defense-alliances-new-tampa-bay-trophy-will-...>

[3:58 PM] Lisa Monnet: @all Info on the Tampa Bay Trophy

[4:06 PM] Lisa Monnet: A little prep for AT/A

[4:06 PM] Lisa Monnet: <http://www.tampabay.com/news/military/macdill/12-more-tankers-with-400-personnel-may-be-headed-to-ma...>

[4:07 PM] Lisa Monnet: <http://www.macdill.af.mil/>

[5:13 PM] Lisa Monnet: @all I have a 6:00 pm meeting with another potential investor. Hopefully by the end of the month we will have more funds!

--- Thursday October 12, 2017 ---

[6:49 AM] Molly Slade: @all I have a breakfast and quick meeting this am. Can you both meeting briefly to talk about the [REDACTED] Meeting currently scheduled Monday, 10/30?

[7:08 AM] Lisa Monnet: I can meet.

[7:09 AM] Pete Slade: yes

[7:09 AM] Molly Slade: :)

[7:09 AM] Molly Slade: Let me know what time is open

[7:13 AM] Lisa Monnet: I will be in the office all day today starting at 9:00

[12:43 PM] Pete Slade: @LisaMonnet Should i add [REDACTED] board info also?

[1:24 PM] Lisa Monnet: @PeteSlade Let's discuss in our meeting!

[1:59 PM] Molly Slade: @PeteSlade did you get the NDA back from [REDACTED]

[1:59 PM] Pete Slade: No

[2:00 PM] Molly Slade: Lisa has been working him all day to get it. If we dont, we need to move the demo

[2:00 PM] Pete Slade: ok

[2:05 PM] Molly Slade: @PeteSlade We need you for a moment to chat about [REDACTED] before [REDACTED]

[2:05 PM] Pete Slade: ok

[2:08 PM] Molly Slade: Can you swing by now?

[2:10 PM] Pete Slade: 2 mins

[2:10 PM] Lisa Monnet: ok

[3:36 PM] Pete Slade: @LisaMonnet Lets cancel demo for today now.

[3:36 PM] Lisa Monnet: I just did .. [REDACTED] is so unprofessional.

[3:36 PM] Lisa Monnet: @PeteSlade

[3:37 PM] Lisa Monnet: :#

[4:13 PM] Pete Slade: @LisaMonnet Updated PDF attached. Let me know if you see any issues within.

File uploaded: [REDACTED]

[4:16 PM] Lisa Monnet: @PeteSlade I recommend removing the Business Development from my title. It is a given that all C levels do BD.

[4:25 PM] Pete Slade: @LisaMonnet Updated version attached.

F [REDACTED]

[4:50 PM] Lisa Monnet: @PeteSlade Thank you!!

--- Friday October 13, 2017 ---

[10:21 AM] Lisa Monnet: @all Great news about [REDACTED]

[10:21 AM] Molly Slade: That was an awesome start to the day!!!!

[1:29 PM] Molly Slade: @LisaMonnet Have fun at the Induction Ceremony! Congratulations!! Looking forward to tonight and expecting pictures from the ceremony :)

--- Tuesday October 17, 2017 ---

[10:59 AM] Lisa Monnet: @all Please let me know if you have availability to meet today to discuss a few things

[11:20 AM] Molly Slade: I will this afternoon :0

[11:21 AM] Lisa Monnet: Perfect!

--- Wednesday October 18, 2017 ---

[7:41 AM] Lisa Monnet: @all I have an 8:30 call and will be in the office afterwards. I would like to meet and discuss the investor email and a few other things. Thank you!

[8:30 AM] Molly Slade: Sounds good... will you be emailing them?

[8:54 AM] Pete Slade: @all Sorry to be a pain in the ass.. I am in time crunch with people dependent on me to finish some of my things. Can we time-box a meeting, or set agenda so that I can plan accordingly? (or can we do through hipchat here?)

[10:21 AM] Lisa Monnet: We can push the meeting, nothing urgent.

[10:21 AM] Lisa Monnet: @all

[10:23 AM] Molly Slade: I need to know if you each are inviting the contacts you put on the list or want me to ask Ashby to reach out @all

[10:25 AM] Lisa Monnet: @all I have already spoken to a few of the people I listed like [REDACTED]. I am happy to invite the others.

[10:25 AM] Lisa Monnet: Does Ashby have an email template he has been using?

[10:26 AM] Molly Slade: I can send you what he sent. Please put in the email addresses and notes on if you email/spoke too, etc

[10:26 AM] Lisa Monnet: Correction: [REDACTED] own [REDACTED]

[10:28 AM] Molly Slade: OK, I will ashby know you are reaching out your contacts and will update the spreadsheet

[10:29 AM] Molly Slade: please bcc me on the emails

[10:29 AM] Lisa Monnet: I cannot provide email addresses. I have built these relationships on trust and confidentiality. I cannot breach that trust by copying you on emails or providing email addresses. Can you please provide a reason for requesting to be copied?

[10:30 AM] Lisa Monnet: I feel that blind copying someone on an email is a form of dishonesty. Those people have no idea their conversation is not private.

[10:31 AM] Pete Slade: hmm

[10:31 AM] Lisa Monnet: @all

[10:31 AM] Lisa Monnet: This is why I wanted to meet to discuss

[10:31 AM] Pete Slade: Molly is tasked with coordinating the contact info for Ashby. He has been bcc'ing her per our discussion

[10:32 AM] Pete Slade: Molly just have Ashby reach out to the ones he knows on the list

[10:32 AM] Pete Slade: Remove the others so that he doesn't

[10:32 AM] Pete Slade: Disagree on bcc, but that's just me

[10:32 AM] Pete Slade: We are limited on time, so @MollySlade just work with Ashby. Lisa can run her people her way

[10:33 AM] Lisa Monnet: I feel we need to meet to come to a decision on the way forward.

[10:34 AM] Lisa Monnet: Can you please provide a reason of being copied?

[10:34 AM] Lisa Monnet: lall

[10:34 AM] Lisa Monnet: @all

[10:35 AM] Pete Slade: That was what we agreed, so that Molly could track all the correspondence and make sure everything was reflected. Ashby has been doing that. We collectively agreed she would be the bcc and keep you and I out of the emails

[10:35 AM] Pete Slade: I guess I don't understand why that is an issue.

[10:35 AM] Pete Slade: But if it is, then let's do the lunches without those contacts reflected. It's not practical to have lunch meetings scheduled with unknown people anyway

[10:36 AM] Pete Slade: They can be managed a different route

[2:28 PM] Lisa Monnet: @all Hi Molly, I do not have the agenda for Board of Advisors meeting yet. I cannot draft an agenda until we meet so I understand the direction. I have requested a meeting both yesterday and today. I am happy to draft an agenda after we meet or if you feel more comfortable leading the effort I am good with that as well. We are a small company with limited resources so I don't want to duplicate efforts. Please just let me know. Thank you!

[2:29 PM] Lisa Monnet: The good news is [REDACTED] whom I had lunch with wants to come into the office and see a demo.

[2:29 PM] Lisa Monnet: He was a [REDACTED]

[2:42 PM] Pete Slade: @LisaMonnet (thumbsup) Awesome

[2:44 PM] Molly Slade: Ok, I misunderstood, I thought you were going to do a rough outline for us to start. Is [REDACTED] with a company now? Awesome lunch!

[2:44 PM] Molly Slade: Pete, can you meet Friday?

[2:54 PM] Lisa Monnet: @all I am very busy trying to finish the BP, review and assist Jennifer with the partner program, meet with and conference call potential clients, strategic partners, investors, and start the sales process. I don't have the time to do an outline if we have not set the direction. I am truly happy to create it once we have discussed the meeting. =)

[2:55 PM] Molly Slade: I will work on it

[3:24 PM] Lisa Monnet: @all Molly I am confused, I have ask all week to meet. I state that I am happy to create an agenda once we meet so I know what direction you and Pete want the meeting to go. I feel there is so much tension today and I don't understand it. You said this morning that my comment of dishonesty was directed at you. It was not, I was simply stating how I feel about blind copying on emails, in my opinion it is unfair that the receiving party as no idea the conversation is not private. It has nothing to do with you and Pete. I trust you guys 100%. There are a few things that have truly bothered me lately. I would love the opportunity to discuss them with you and Pete ... I prefer to work in an environment that allows for discussion / disagreements and we still work well together. The comment you made when Ashby was here threw me off as well. Ashby ask how things were going, your exact words were "things are going ok, there has been a few things, Lisa is learning to have a sense of humor". I believe in lifting each other up and embracing our differences. I am uncertain why you brought me on board .. I feel like if I try to schedule a meeting with the team, or make suggestions, I am unheard. I came on board because I think the world of you and Pete, I love the product, and I can help grow the business. I have worked 7 days a week, non-stop to try and push things forward. I know it is difficult to let go of the control a little, this is your baby. I am only trying to use my expertise in growing a business to help. If you are not happy with my work then we need to discuss the way forward. Thank you. I hope and pray all is ok with your Dad. I do worry about you. I am heading home for the day. I will work from there. I think we both need time to consider a few things and hopefully we can chat on Friday. At this stage in my career I have no desire to have so much tension. We need to work cohesively if we want the company to succeed. If you need anything I will be up on hipchat as soon as I arrive home.

[3:28 PM] Pete Slade: @all wow, I am confused also. Lets definitely talk first thing on Friday. Lisa, when we had discussed getting together for a meeting today, you had said we could do it another day and that it was nothing important. Otherwise, I would have got together.

[3:28 PM] Pete Slade: @LisaMonnet What time will you be in on Friday?

[3:40 PM] Pete Slade: @all I wasn't aware of tension today, just debate. Reading this, I think it would be a good idea to ensure that we are in alignment on expectations from each of us, amongst each of us. I would suggest we each bring some specific notes/examples to the Friday meeting and then we can work through them. @LisaMonnet I (am sure I am speaking for Molly also) think the world of you and want you to be onboard with Nitro. I am having no problems letting go of control, if anything I get frustrated to be pulled into things and would welcome less direct involvement if every decision. Lets discuss everything on Friday and determine the best path forward.

[4:04 PM] Molly Slade: @LisaMonnet I apologize, I don't have any tension and was trying to help us all along. I was creating an outline to have a start point for us all. I'm sorry you are upset. I completely missed all of this. I do not recall saying that to Ashby in that manner. I remember it being a funny conversation about how much we joke at work.

--- Friday October 20, 2017 ---

[11:46 AM] Molly Slade: Mission Statement Variations: [REDACTED]

[4:11 PM] Lisa Monnet: Thank you for the discussion this morning. I am leaving the office now to drive down to Port Charlotte and meet with [REDACTED] as a potential investor. I hope you both have a great weekend.

[4:52 PM] Pete Slade: @LisaMonnet Thank you! I think we have a good framework in place now. Have a great weekend and good luck with the investor!

--- Monday October 23, 2017 ---

[3:53 PM] Lisa Monnet: @all Good meet and greet. [REDACTED] will put me in touch with the folks that handle the IT. I am about to drive back. How many folks will be there tomorrow morning?

--- Wednesday October 25, 2017 ---

[9:05 AM] Lisa Monnet: <https://www-virgin-com.cdn.ampproject.org/c/s/www.virgin.com/richard-branson/what-makes-great-salesp...>

[3:08 PM] Lisa Monnet: @all I have a 4:30 meeting with [REDACTED] in Sarasota. He owns [REDACTED] He is affiliated with [REDACTED]. This is a potential client. Have a good afternoon!

--- Sunday October 29, 2017 ---

[2:10 PM] Pete Slade: What documents are you working on?

[2:16 PM] Pete Slade: @LisaMonnet

[2:30 PM] Lisa Monnet: @PeteSlade Strategic plan, Business Canvas, Sales Enablement

[2:36 PM] Lisa Monnet: How are things with you ... what are you working on today?

[2:37 PM] Lisa Monnet: @PeteSlade

**From Group Hipchat "Pete, Molly and Lisa"  
Range: Sept 12 – Sept 18**

[8:27 AM] Lisa Monnet: I plan on working from home today. I have a doctors appointment scheduled at 10 that I've had scheduled for months. It's a specialist that is difficult to get an appointment with in Sarasota. I don't want to cancel. I can certainly jump on a call or try to come in after the appointment.

[8:51 AM] Lisa Monnet: @all

[8:51 AM] Pete Slade: Hello

[8:51 AM] Pete Slade: Ok.

[8:52 AM] Pete Slade: Molly is not in yet, but we can call you when she is

[8:52 AM] Pete Slade: How are things with your home? All safe?

[9:28 AM] Lisa Monnet: @all I have damage to the beach house but nothing severe.

Thankfully this home has no damage. I will be in the office after my appointment which was just moved to 11. I estimate my arrival at the office around 2.

[9:39 AM] Lisa Monnet: @all So happy everyone is safe!

[10:01 AM] Molly Slade: Great! See you then ;)

[10:33 AM] Molly Slade: @LisaMonnet when we arrive grab Pete and I

[10:33 AM] Molly Slade: Good luck at your appt ;)

[10:35 AM] Lisa Monnet: @MollySlade I am leaving now ... thanks, will do!

--- Wednesday September 13, 2017 ---

[1:22 PM] Lisa Monnet: @all I have a couple of questions .. Pete, do you have availability on your calendar on Wednesday, 20 September from 1100 - 1300 to attend the AFCEA lunch. I think we should go and introduce NitroDefender.

[1:23 PM] Lisa Monnet: @all Do you have availability for dinner on Saturday night? Foster is coming in for the game and it would be nice if you could meet him.

[1:23 PM] Pete Slade: AFCEA lunch = Yes.

[1:23 PM] Pete Slade: @MollySlade Are we available this Saturday evening?

[1:38 PM] Molly Slade: @all yes we are. Where would you all like to dine

[1:48 PM] Lisa Monnet: That is awesome ... have you tried the Wine Exchange in Hyde Park?

[1:48 PM] Lisa Monnet: I will register us for AFCEA .. I will need you DL number and expiration please

[1:49 PM] Lisa Monnet: @all

[1:49 PM] Molly Slade: Yes it's wonderful! What time works for you and Foster. Very excited to meet him!

[1:50 PM] Pete Slade: DL [REDACTED] and expires [REDACTED]

[1:51 PM] Lisa Monnet: @MollySlade Whatever time works for you and Pete is great!

[2:08 PM] Lisa Monnet: @PeteSlade We are registered for AFCEA. Please let me know if you received an email confirmation. Thanks!

[2:08 PM] Pete Slade: Yes. Received.

[2:11 PM] Lisa Monnet: (thumbsup)

[4:35 PM] Lisa Monnet: I called [REDACTED] to ask if they need more panellist or speakers at the cyber expo, they are full but she has invited us to attend.

---- Thursday September 14, 2017 ----

[8:16 AM] Pete Slade: @LisaMonnet Good luck at your meeting this morning. Looking forward to hearing how it went!

[8:56 AM] Lisa Monnet: @PeteSlade Thank you, I just arrived. I will be in as soon as I finish here.

---- Friday September 15, 2017 ----

---- Monday September 18, 2017 ----

[9:35 AM] Pete Slade: @LisaMonnet I just checked the investor spreadsheet and it isn't showing anything new beyond what I added. [REDACTED] in to review this with us sometime in the next 20 mins.

[9:40 AM] Lisa Monnet: @PeteSlade

File uploaded: Investor List Institution - Angel.xlsx

[https://[REDACTED]/Investor%20List%20Institution%20-%20Angel.xlsx]

[9:41 AM] Pete Slade: Can you add to the doc?

[9:42 AM] Pete Slade: I added them

[9:42 AM] Molly Slade: [https://www.linkedin.com/in/\[REDACTED\]](https://www.linkedin.com/in/[REDACTED])

[9:42 AM] Molly Slade: [REDACTED] wants to bring in to meet us

[9:43 AM] Pete Slade: ok

[9:43 AM] Pete Slade: @LisaMonnet Did you get the Angel document over to the construction guy you did dinner with?

[3:25 PM] Lisa Monnet: The meeting with [REDACTED] went well. He is going to make a few introductions.

[3:27 PM] Pete Slade: (thumbsup)

[8:55 PM] Molly Slade: @all I'm trying to schedule a meeting with [REDACTED] on Wed afternoon around 2pm. I saw you will be on base until 12:30. I wanted to make sure that 2pm would indeed work

[8:55 PM] Molly Slade: please confirm

[8:56 PM] Lisa Monnet: @all That works for me .. the AFCEA lunch is over at 1:00 pm

[8:56 PM] Molly Slade: perfect! thank you

[8:56 PM] Lisa Monnet: I am happy she emailed!

[8:56 PM] Molly Slade: Me too!

[8:56 PM] Lisa Monnet: Have a great night Sweetie!

[8:56 PM] Molly Slade: You tooooo! :)



# SHUMAKER.

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November 21, 2017

**Via Fed Ex**  
**and email: lmonnet@eyecolutions.com**

EXHIBIT VV - 1

Lisa K. Monnet  
3925 90th Avenue East  
Parrish, FL 34219

*Re: Consulting Agreement with Nitro Mobile Solutions, LLC dated July 1, 2017, LLC; Employment Offer Letter (contingent) with Nitro Mobile Solutions, LLC, dated July 31, 2017.  
Our File No. TBD*

Dear Ms. Monnet:

We are legal counsel to Nitro Mobile Solutions, LLC ("Employer" or "Nitro"), which has asked us (i) to contact you regarding your letter of resignation, dated November 20, 2017; (ii) to demand that you immediately return any and all Nitro property, including business documents or intellectual property, and (iii) to remind you of your continuing obligations to maintain the confidentiality of all information received by you from Nitro, or developed by you in connection with your work under the Consulting Agreement and the Nitro Nondisclosure Agreement signed by you. All future communication on these matters should be directed exclusively to my attention, unless otherwise advised in writing by me.

Your letter of resignation letter is accepted as an immediate termination of the Consulting Agreement, under which you were acting as CEO, pending your formal hiring as a Nitro employee in accordance the terms of the Employment Offer Letter. That employment offer was expressly contingent on Nitro receiving one million dollars or more of investment funding, which has not occurred. The Employment Offer Letter is hereby formally withdrawn in response to your letter of resignation.

Subsequent to your unanticipated departure on Friday, November 17, 2017, it was discovered that all business documents related to your work for Nitro appear to have been taken, and many, if not all of your e-mail communications were deleted or otherwise destroyed. This letter is to serve as a formal demand, on behalf of Nitro, that you immediately return all physical and intellectual property, proprietary business information and trade secrets of Nitro, including but not limited to originals and copies of (i) any communications (e-mails, letters, or instant messages), proposals, contracts, NDAs, or other business information regarding the Virgin Threat Warrior project, or any potential business opportunity with the Virgin Group and/or Richard Branson (including Atlantic, Media, Mobile and Mastertronic Group); (ii) any communications (e-mails, letters, or instant messages), proposals, contracts, NDAs, or other business information regarding the cybersecurity solution project for John Hammond and his IT

Lisa K. Monnet  
November 21, 2017  
Page 2

team for the Orlando Magic; and (iii) any communications (e-mails, letters, or instant messages), proposals, contracts, NDAs, or other business information regarding any other projects or proposals on which you were working for Nitro prior to your departure; and (iv) notes or other information on any projects or proposals on which you were working for Nitro prior to your departure, which were documented in the daily journal/notebook known to be maintained by you. Your taking of this physical and intellectual property, proprietary business information and trade secrets of Nitro upon your departure, and your continuing failure to return it to Nitro is causing Nitro demonstrable damages for which you and Eye C Solutions, LLC may be legally liable.

In your role as Consultant/CEO for Nitro, you were provided with extremely confidential information regarding the business of Nitro, its future business plans, and its fund raising efforts as a company. Under the terms of the Consulting Agreement, you agreed to maintain the confidentiality of all information received by you from Nitro, or developed by you in connection with your work under the Consulting Agreement. Additionally, you signed a Nitro Nondisclosure Agreement (“NDA”), a copy of which is included with this letter. Under the NDA, “Confidential Information” was defined as:

[A]ny confidential or proprietary information of the Discloser [Nitro] that is disclosed in any manner to the Recipient [You] in connection with discussions between the parties related to the proposed business relationship or transaction and that at the time of disclosure either (a) is marked as being “Confidential” or “Proprietary”, (b) is otherwise reasonably identifiable as the confidential or proprietary information of the Discloser, or (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information.

Additionally, under the NDA you agreed that:

Recipient [You] shall hold Discloser’s Confidential Information in strict confidence and will not disclose or copy Discloser’s Confidential Information to any third party without Discloser’s prior written approval. Recipient shall use the same procedures to protect Discloser’s Confidential Information as it uses to protect its own Confidential Information, but in any event no less than commercially reasonable procedures.

\* \* \*

The Confidential Information of Discloser is and will remain the property of Discloser. Nothing in this Agreement grants or confers any rights to Recipient by license or otherwise in Discloser’s

Lisa K. Monnet  
November 21, 2017  
Page 3

Confidential Information, except as expressly provided in this Agreement. Upon termination of discussions relating to the proposed business relationship or transaction between the parties or upon request of Discloser, whichever is sooner, Recipient shall return all of Discloser's Confidential Information...

\* \* \*

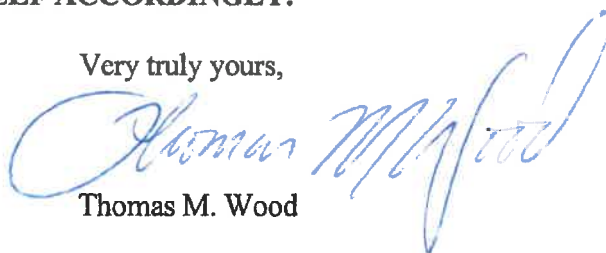
Upon the request of the Discloser, the Recipient shall: (a) at its own expense, (i) promptly return to the Discloser all information that is in tangible form (and all copies thereof) that is the property of the Discloser or that contains any of Discloser's Confidential Information...

Nitro takes such commitments extremely seriously, and will take whatever legal action is necessary and appropriate to ensure that you maintain the strict confidentiality of its proprietary business information and/or Trade Secrets. Violation of the NDA or the confidentiality covenant to keep secret the Confidential Information of Nitro entitles the company, in addition to seeking damages or any other rights and remedies it may have at law or in equity, to obtain an injunction to restrain you from violating, or continuing to violate, such covenants and agreements, and to seek recovery of its attorneys' fees and costs incurred in protecting its rights.

Nitro's investigation into your behavior prior to your resignation on, or effective, November 20, 2017 (and thereafter as may be subsequently discovered) is ongoing. No statement contained in this letter should be construed as waiving or otherwise limiting Nitro's rights to assert additional claims under Florida law or the agreements signed by you upon completion of that investigation, or to seek any other appropriate remedies in the event that its investigation uncovers any other misdeeds or wrongdoing on your part.

**PLEASE GOVERN YOURSELF ACCORDINGLY.**

Very truly yours,



Thomas M. Wood

TMW/ns

cc: Nitro Mobile Solutions, LLC

Eye C Solutions, LLC  
4830 W. Kennedy Blvd., Suite 600  
Tampa, FL 33609  
ATTN: Lisa K. Monnet, CEO



### **Nondisclosure Agreement**

This Nondisclosure Agreement (this "Agreement") is entered into between Nitro Mobile Solutions, LLC d/b/a Nitro Solutions, with offices at 501 East Kennedy Blvd, Suite 910, Tampa, Florida 33602 and Lisa Monnet \_\_\_\_\_ with offices at 4830 w. Kennedy Blvd. Suite 600 Tampa, FL. 33609 \_\_\_\_\_ and is effective as of 5/18/2017 \_\_\_\_\_ (the "Effective Date").

This Agreement shall bind each party's heirs, successors and assigns. Receiving Party may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Disclosing Party. Any assignment or transfer in violation of this section shall be void. The parties agree as follows:

1. **Purpose.** In order for the parties to discuss and evaluate the feasibility of a proposed business relationship or transaction, a party (the "Discloser") may disclose to the other party (the "Recipient") certain Confidential Information.
2. **Definition.** "Confidential Information" means any confidential or proprietary information of the Discloser that is disclosed in any manner to the Recipient in connection with discussions between the parties related to the proposed business relationship or transaction and that at the time of disclosure either (a) is marked as being "Confidential" or "Proprietary", (b) is otherwise reasonably identifiable as the confidential or proprietary information of the Discloser, or (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information.
3. **Restrictions on Disclosure.** Recipient shall hold Discloser's Confidential Information in strict confidence and will not disclose or copy Discloser's Confidential Information to any third party without Discloser's prior written approval. Recipient shall use the same procedures to protect Discloser's Confidential Information as it uses to protect its own Confidential Information, but in any event no less than commercially reasonable procedures.
4. **Exclusions.** Recipient has no confidentiality obligations under this Agreement with respect to information that (a) Recipient independently develops without use of Discloser's Confidential Information, (b) was, at the time of disclosure, already known to Recipient without restriction on use or disclosure and was not obtained from Discloser, (c) is lawfully disclosed to Recipient by a third party who is not required to maintain its confidentiality, or (d) is approved for release by Discloser.
5. **Ownership of Confidential Information.** The Confidential Information of Discloser is and will remain the property of Discloser. Nothing in this Agreement grants or confers any rights to Recipient by license or otherwise in Discloser's Confidential Information, except as expressly provided in this Agreement. Upon termination of discussions relating to the proposed business relationship or transaction between the parties or upon request of Discloser, whichever is sooner, Recipient shall return all of Discloser's Confidential Information, or destroy it and provide Discloser with written confirmation of such destruction.
6. **No Warranties.** Discloser makes no warranty, whether express, implied or statutory, with respect to Discloser's Confidential Information, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.
7. **Disclosures Required by Law.** If Recipient becomes legally obligated, or receives a subpoena or other legal demand, to disclose any of Discloser's Confidential Information, Recipient shall promptly notify Discloser in writing prior to the disclosure being due, shall cooperate with Discloser in seeking a protective order or other appropriate remedy limiting the disclosure, and shall protect the confidential status of Discloser's Confidential Information to the maximum extent practicable.

8. Remedies Upon Breach. Recipient agrees that in the event of a breach or threatened breach of this Agreement, Discloser may have no adequate remedy in money damages and, accordingly, will be entitled to an injunction against such breach, in addition to any other legal or equitable remedies available to it.

9. No Public Statements. Recipient will not issue or confirm any statement, or otherwise disclose information to any third party, concerning the following (except with Discloser's prior written consent as to the content and timing of any such disclosure): (a) the nature of the discussions or the proposed business relationship or transaction between the parties; (b) the fact that discussions between the parties have taken place or that the parties have exchanged Confidential Information; or (c) the existence of this Agreement.


10. Return or Destruction. Upon the request of the Discloser, the Recipient shall: (a) at its own expense, (i) promptly return to the Discloser all information that is in tangible form (and all copies thereof) that is the property of the Discloser or that contains any of Discloser's Confidential Information, or (ii) upon written request from the Discloser, destroy all such information and provide the Discloser with written confirmation of such destruction; and (b) cease all further use of the Discloser's Confidential Information.


11. Miscellaneous. This Agreement is governed by the laws of Florida, without regard to its rules on conflicts of law. Neither party may assign any of its rights or delegate any of its obligations under this Agreement unless consented to in writing by the other party (which consent will not unreasonably be withheld). No modification of this Agreement will be effective unless in writing and signed by both parties. No waiver of any provision of this Agreement will be effective unless signed by the waiving party. This Agreement is the entire agreement between the parties regarding nondisclosure of Confidential Information and supersedes all prior agreements between the parties on that subject. This Agreement, and all obligations contained in this Agreement shall expire one year following the Effective Date. If a court finds a provision of this Agreement to be invalid or unenforceable, the parties intend for such provision to be reduced in scope or otherwise modified by the court to the minimum extent necessary to render the provision reasonable and enforceable. If the provision cannot be so modified, then the provision will be deemed severed from this Agreement and all of the other provisions will remain in effect.

The Parties have signed and entered into this Nondisclosure Agreement as of the Effective Date.

**Nitro Solutions, LLC**

**Recipient:**

DocuSigned by:  
  
By: \_\_\_\_\_  
041A05F2C384444E...

DocuSigned by:  
  
By: \_\_\_\_\_  
7450F1FC137F47B...

Name: Pete Slade

Name: Lisa Monnet

Title: President

Title: CEO

Date: 5/17/2017

Date: 5/18/2017