

Non-Disclosure Agreement

This agreement is entered into this 5th day of March 2018 by and between Enterprise Iron FIS, Inc. ("Company"), 100 Matawan Road, Matawan, NJ 07747 and Anjali Mucha ("Consultant"), who hereby agree as follows:

1. **Agreement Not To Compete.** During the term of this Agreement and for a period of one year after termination, Consultant must not, for any reason whatsoever, either individually or in partnership or jointly or in conjunction with any person or persons, firm, association, syndicate, company, or corporation, as employee, independent contractor, principal, agent, shareholder, director, or in any other manner, directly or indirectly, engage in (or assist others in engaging in), solicit, or accept the business of, provide consultants to, or otherwise conduct business with, any persons or facilities with whom Consultant dealt as an independent contractor for the Company or whom he met through the Company or his efforts on behalf of the Company.

If it is judicially determined that this agreement not to compete or any portion thereof, is illegal, invalid, unreasonable, or unenforceable then it is hereby agreed by Consultant that the illegal, invalid, unreasonable, or unenforceable portion(s) of the agreement not to compete must be modified to conform to those applicable laws, making the Agreement as restrictive in favor of the Company as the laws will permit, leaving the remaining portions of the agreement not to compete intact. By agreeing to this contractual modification at this time, the parties intend to make this agreement not to compete legal under the laws of the State of New Jersey and the law of any other state declared applicable by a Court of competent jurisdiction. The agreement not to compete and the Agreement, as modified, remain in full force and effect and are not void or illegal as a result of such modification. Consultant acknowledges that his skills are such that he can be gainfully employed in non-competitive position of employment, and that this agreement not to compete does not prevent him from earning a living.

Nothing herein prevents or precludes Consultant from engaging in any business that does not compete with Company.

2. **Confidential Information.** Consultant acknowledges that Company's relationships with and identities of customers and accounts, fees, pricing, long range goals and strategies are valuable and unique assets of the Company and that they are the confidential information of the Company. During the course of the relationship, Consultant will learn information about the Company, which information would be advantageous if known by the competitors of the Company, or otherwise used in competition with the Company. Consultant therefore agrees that he will not, during or after the termination of his relationship (for any reason), communicate or divulge to or use for his benefit or for the benefit of any person, corporation, partnership or entity, any information concerning its customers and prospects, the conducts and methods of the business, pricing information, and sales information of the Company, or any other information of the Company, or any other information obtained by him in the course of his relationship pertaining to the business of the Company. Such information is and will remain the exclusive property of the Company.

At the time of the termination of his relationship with the Company (for any reason), Consultant must deliver to the Company intact, and not destroy, any and all materials, files, documents, programs and other information in whatever form he may have concerning the Company and its business, clients, customers or accounts, and business practices, and he will not retain any such information in any form nor will he keep or give copies or disclose the contents of such materials to any person. This deliver upon termination requirement also specifically includes (but is not limited to) all information maintained through use of electronic means, computer discs or otherwise. Consultant further specifically agrees to deliver all materials and all other information concerning the Company, its clients, customers and accounts, which is found or recorded on or in papers, computer discs, programs, books, files, or in any other form, owned by or in possession, control or discretion of Consultant.

Consultant agrees not to disclose, confidential information of EI including contracted rate between EI and Consultant or other related rate information, to any third party, the Client, or anyone with a business or employment relationship with EI or Client.

3. **Solicitation of Employees.** Consultant, for himself or any others, directly or indirectly, shall not hire, or engage the services of, or seek or solicit the name, with respect to any employee, agent, independent contractors, customers, or other representative of the Company, unless the relationship between such person and the Company has been terminated for at least 24 months before such solicitation, hiring or engagement by Consultant.
4. **Solicitation of Employment.** Consultant shall not, directly or indirectly, without the prior written consent of Enterprise Iron during the term hereof (or any renewal term) and for one (1) year following termination hereof (or any renewal term) seek employment, accept employment or perform services for the division or department of any Customer with respect to which Consultant was performing services while employed by Enterprise Iron.
5. **Enforcement.** Consultant acknowledges and agrees that Company is entitled, upon breach or threatened breach of Paragraph 1 (Agreement Not To Compete), Paragraph 2 (Confidential information), or Paragraph 3 (Solicitation of Employees) of this Agreement, to injunctive relief against such activities in any Court of law possessing appropriate jurisdiction, including but not limited to, temporary restraining orders, preliminary and permanent injunctions, and for liquidated damages, and not as a penalty, in the amount of 100% of the gross amounts received by Consultant as a result of such prohibited activity, in addition to any other remedies which may be available to the Company at law, in equity, or pursuant to the terms of this Agreement.

The parties understand that the specific right or remedy set forth in this Agreement is not exclusive, but is cumulative upon all other remedies available to the Company under this Agreement or by law, including injunctive relief and recovery of money damages. Failure of the Company to enforce any of the provisions of this Agreement does not constitute a waiver or limit any of the Company's rights hereunder.

The covenants contained in Paragraphs 1, 2, and 3 of this Agreement are independent of any other provision, and independent of each other, and the existence of any claim or cause of action which Consultant may have against the Company, whether based on this Agreement or otherwise, is not a defense to the enforcement by the Company of any other covenants of these three Sections.

6. **Governing Law.** This Agreement was negotiated and entered into in the State of New Jersey. The Company's office is in New Jersey, as are all of the records, including those relating to this Agreement. The parties agree that all questions relating to the performance hereunder respecting any party hereto must be judged and resolved in accordance with the laws of the State of New Jersey. The invalidity or unenforceability of any provision hereof in no way affects the validity or enforceability of any other provision.
7. **Binding Agreement.** The rights and obligations under this Agreement inure to the benefit of and are binding upon the representatives, heirs, successors, and assigns of the parties. Furthermore, all covenants and obligations of, and restrictions on Consultant hereunder, are also binding upon all employees, agents and representatives of Consultant, and any breach or violation of them is deemed a breach or violation by Consultant. This Agreement, or any part of it, may be not be assigned without the written approval of the other party.
8. **Entire Agreement; Modification.** This Agreement contains the entire understanding of the parties and supersedes any prior understandings or agreements. The Agreement may be changed only by the



Agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

9. **Indemnification.** Each party agrees that it shall indemnify and hold the other harmless against all loss, liability and expense, including but not limited to counsel fees, incurred in litigation or otherwise resulting from or arising out of the other party's performance of this Agreement, including but not limited to, the acts or omissions of any employee, agent or representative of such other party.
10. **Release.** Consultant hereby fully and completely releases, discharges, and holds harmless the Company from any and all claims, suits, damages or losses, of any nature whatsoever, including but not limited to claims of personal injury, whether known or unknown, foreseen or unforeseen, arising from or in any way related to the rendering of services by Consultant to the Company as described herein (excluding any claims for compensation for the services described herein).
11. **Representation of Consultant.** Consultant hereby represents and warrants that he is not a party to any covenant not to compete or non-solicitation agreement which would prohibit, restrict, or in any way impair his ability to enter into this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Non-Disclosure Agreement as of the date set forth above:

ENTERPRISE IRON FIS, INC.

Name: Scott Lifshitz

Signature: 

Title: Chief Financial Officer

Date: March 5, 2018

Consultants Name: Anjali Mucha

Name: _____

Signature: _____

Date: _____