# Baltimore City Community College
## Approval Cover Sheet for Grants and Contracts & Agreements

<table>
<thead>
<tr>
<th>Title of Grant or Contract</th>
<th>Name of Agency or Client</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use of BCCC - Biopark Lab equipment</td>
<td>Eniware LLC</td>
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<table>
<thead>
<tr>
<th>Initiator</th>
<th>Branch</th>
<th>Division</th>
<th>Department</th>
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<tbody>
<tr>
<td>Dr. Kathleen Kennedy</td>
<td>Biotech Program Coord.</td>
<td>Academic Affairs</td>
<td>Natural &amp; Physical Sciences</td>
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<table>
<thead>
<tr>
<th>Date Submitted for Approval</th>
<th>Person to Submit When Approved</th>
<th>Number of Originals</th>
<th>Date Due to Agency or Client</th>
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<tbody>
<tr>
<td>March 31, 2017</td>
<td>Dr. Anil Malaki</td>
<td>One</td>
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<tr>
<th>Department Approval</th>
<th>Name (Type)</th>
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<th>Date</th>
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<tbody>
<tr>
<td>Dr. Anil Malaki</td>
<td>Dr. Anil Malaki Assoc. Dean NPS</td>
<td>[Signature]</td>
<td>45</td>
<td>5/8/17</td>
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<tr>
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<td></td>
<td>Dr. Anil Malaki Assoc. Dean NPS</td>
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<tr>
<td>BSTEM</td>
<td>Dr. Bob Iweha Dean, BSTEM</td>
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<tr>
<td>Academic Affairs</td>
<td>Dr. Tonja Ringgold Vice President Academic Affairs</td>
<td>[Signature]</td>
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<td>4/5/17</td>
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<tr>
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<tr>
<td></td>
<td>Bryan Perry</td>
<td>[Signature]</td>
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<tr>
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<tbody>
<tr>
<td></td>
<td>Dr. Gordon F. May</td>
<td>[Signature]</td>
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1. Review especially for adherence to policies, procedures, guidelines, and support documentation.  
2. Pay attention to priorities and adherence to goals, objectives.  
3. General review of total proposal. Modify as needed.  
4. Review for legal sufficiency and format.  
5. Review and final sign-off.

Office of the President – 07/27/2013
C:\Users\amalakii\Documents\BIOPARK DOX\2017 Doxs\Approval Cover Sheet for Grants and Contracts.doc
To: Dr. Gordon May, President/CEO  

Thro:  
- Brian Perry Esq. – General Counsel  
- Dr. Tonja Ringgold. Vice President Academic Affairs  
- Dr. Bob Iweha – Dean, BSTEM  

From: Dr. Anil Malaki – Associate Dean, Natural and Physical Sciences  
Date: March 31, 2017  

Sub: MOU for use of lab space at Biopark  

This is to request your kind approval of the MOU here attached; Eniware LLC a biotech company wishes to periodically use our Biopark Lab fume hoods over the next 12 months to test their prototype equipment. Eniware LLC will use the assigned lab only when there are no scheduled classes.  

Eniware LLC will hire our biotech students as interns for the job. This helps our biotech students fulfill their program required internship as well.  

Thanking you,  

Dr. Anil Malaki – Associate Dean
MEMORANDUM OF UNDERSTANDING

between

ENIWARE, LLC

And

BALTIMORE CITY COMMUNITY COLLEGE
Life Sciences Institute

April 10, 2017

This Memorandum of Understanding (hereinafter “MOU”) with an Effective Date upon full execution of this Agreement is established between the Baltimore City Community College (BCCC), Life Science Institute of the Natural and Physical Sciences Department (hereinafter “LSI”), 801 West Baltimore Street, 233-D, Baltimore, Maryland 21201, and Eniware LLC (hereinafter “Eniware”), with headquarters at 7920 Norfolk Avenue, Bethesda, MD 80214. Together, LSI and Eniware (hereinafter jointly the “Parties” and individually a “Party”) acknowledge that:

Eniware, LLC develops and provides certain proprietary portable, power-independent medical equipment for the sterilization of surgical instruments and medical devices.

LSI trains students in the life sciences including Biotechnology, Chemistry And Microbiology.

The Parties hereto have executed this MOU in two originals of equal meaning and content. The Parties agree that this MOU describes the intention of the Parties in relation to the project described herein below (hereinafter “the Project”). The responsibilities, requirements, financial arrangements, and liabilities of the Parties are described in this MOU.

Baltimore City Community College

[Signature]
Gordon May, Ph.D
President/CEO

Eniware LLC

[Signature]
James Bernstein
Manager, CEO

Approved for Form & Legal Sufficiency

ENIWARE-LSI
ARTICLE 1: PURPOSE AND OBJECTIVES

The purpose of this MOU is to describe the general terms under which the Parties may collaborate in order to carry out various analytic and microbiology tests of the Eniware Portable Sterilizer.

ARTICLE 2: BACKGROUND OF ACTIVITIES

Sterilization is the only way to reliably prevent infection and disease transmission from surgical interventions and medical devices. Eniware believes that its low-cost, energy-independent, portable EPS technology will enable healthcare workers to effectively sterilize vital instruments and supplies in a variety of low-resource healthcare environments. The EPS Technology is patented, commercialized, EPA, and FDA approved as well as CE marked. Eniware has an exclusive global license to bring a power-free sterilizer to market in the developing world, for disaster relief and militaries. Cycle time development and sterility validation are required to complete this product. Eniware has collaborated with Harbor Designs, Agalloco Associates (the top sterility validation firm in the US) and Jhpiego in Baltimore to make sure a quality, safe, and efficient product is brought to market.

ARTICLE 3: PERIOD OF UNDERSTANDING

The period of this MOU will be from April 10, 2017 and continue through April 9, 2018 and may be extended for additional periods by mutual agreement of the Parties. This MOU is at-will and may be modified by mutual consent of authorized officials from LSI and Eniware and shall become effective upon signature by the authorized officials from LSI and Eniware and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from BCCC and Eniware, this MOU shall end on April 9, 2018.

ARTICLE 4: TERMINATION

This Agreement may be terminated by either Party at any time upon thirty (30) days written notice to the other Party. Upon such notification the Parties shall proceed in an orderly fashion to conclude any ongoing collaborative activities under this MOU. Obligations contained in Article 8 shall survive or may be amended by agreement of the Parties. Obligations in Article 9 shall survive termination.

ARTICLE 5: INTENTION OF THE PARTIES

In order to establish a clear understanding of the relationship between the Parties, subject to their respective rules, regulations, practices, procedures and the availability of resources and funds, the Parties intend to collaborate as follows:

LSI:
1. LSI shall make available as appropriate laboratory space suitable for the activities contemplated.
2. LSI shall select intern candidates to be interviewed by Eniware and Harbor Design. Final selection shall be made by Eniware.

3. LSI students shall work under appropriate necessary supervision as paid interns and shall carry out the tests described in separate protocols for each study.

4. LSI supervisors shall assist in all FTIR measurements of nitrogen dioxide.

5. Each test study shall be performed according to ISO standards and shall follow all SOP's for laboratory use at LSI.

6. All data produced shall be the exclusive property of Eniware.

7. Interns will be compensated at $15 per hour and LSI provided supervision shall be compensated at $50 per hour.

8. All LSI interns and supervisors shall sign standard Eniware NDA's

ENIWARE:
Eniware shall:

1. Provide protocols for each test/study.
   a. Eniware will walk through protocols with LSI team in an efficient manner expected to take less than 15 minutes per protocol.

2. Adhere to all LSI SOP for each laboratory used.

3. Shall provide on-site instruction, supervision and mentoring to interns for all tests.

4. Reimburse LSI for all materials used that are provided by LSI and Eniware will provide $250 to apply towards this at the initiation of the MOU.

5. Promptly pay for interns work on a time schedule to be mutually agreed.

ARTICLE 6: IMPLEMENTATION

The primary location for the collaboration of the Parties hereunder will be LSI laboratories. The duration for each test is approximately 1 day each though taking observations at intervals Expectation is for one test to be performed every other day for two weeks and then 2 times a week for the next 2 weeks. Actual scheduling to be synchronized with intern schedules.

ARTICLE 7: FINANCIAL UNDERSTANDING

This MOU in no way obligates either Party to any financial commitment other than that referenced in Article 5

Both Eniware and Harbor Designs will carry appropriate insurance and will hold BCCC/LSI harmless from any liability related to the activities contemplated.

ARTICLE 8: COMMUNICATION MATERIALS, PUBLICATIONS AND PUBLICITY

Neither Party shall use the name of the other Party, nor the name of any officer, faculty member, employee, or student of the other party, or any abbreviations thereof, in connection with any product, service, promotion, news release, or other publicity without the prior written permission of the other Party and, if an individual's name be concerned, of that individual. For LSI, any such use of name permissions shall be sent to Kathleen Kennedy, Biotechnology Program Coordinator at k kennedy@bccc.edu
ARTICLE 9: PROPRIETARY INFORMATION.

Both Parties anticipate that it may be necessary to provide access to information of a proprietary nature to one another. Information that is proprietary or copyrighted shall be clearly identified and labeled as such by the originating Party at the time of disclosure. Each Party agrees to hold proprietary information received confidential in the same manner as it holds its own proprietary information of like kind. The Parties shall not discuss or communicate with other individuals or entities any of the activities to be carried out.

ARTICLE 10: NOTICES

Any notice given by either Party shall be sufficient only if in writing and delivered to the respective representatives of each Party listed below:

For Baltimore City Community College

Gordon May - President/CEO
204A Harper Hall
2901 Liberty Heights Ave.
Baltimore, MD 21215
410-462 8054 / GFMay@bccc.edu

For Eniware, LLC

Eniware LLC
Att: James Bernstein
7920 Norfolk Avenue
11th Floor
Bethesda MD 80214
Tel: 202-288-4816
Email: James.Bernstein@eniwaresterile.com

ARTICLE 11: INDEPENDENT CONTRACTORS

1. The parties are independent entities. Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership, agency or joint venture between the parties.

2. The personnel employed by each Party shall remain subject to the rules and regulations of their respective organization in all matters of employment, medical and life insurance, and all other employee rights and benefits. Nothing contained in this MOU shall be deemed to constitute or create any employer/employee relationship between Johns Hopkins University and Eniware.

ARTICLE 12: CONFLICT RESOLUTION

The Parties agree that nothing in the performance of this MOU shall be actionable in any court of law. In the event that any dispute arising under or relating to this MOU cannot be resolved by good faith negotiation between the Parties, the Parties may attempt to resolve any disputes through informal means.

ARTICLE 14: INTELLECTUAL PROPERTY
1. Any intellectual property (including, but not limited to, patents, trademarks, brand names and copyrights) owned by a Party prior to the Effective Date shall remain the sole property of that Party. Nothing in this MOU shall be construed as a transfer of intellectual property. Any enhancements to, modifications of, or other improvements or additions to the Eniware technology and form factors shall be solely owned by Eniware.

2. Information first developed, or reduced to written or other form, during the performance of this Agreement shall remain the property of the Party which first developed it, and the other Party shall not publish or develop the same as a part of any thesis, writing, document, publication, public lecture, patent application or the like, without express consent of the other Party. Such works must be submitted to, and be approved by, the originating Party for clearance, form, and written consent prior to submission to any third party.

ARTICLE 15: MODIFICATION

This MOU may be amended only in a writing signed by a duly authorized officer or representative of each of the Parties hereto.

ARTICLE 16: INDEMNITY AND INSURANCE

Both Enwiare and Harbor Designs carry appropriate insurance and will hold LSI harmless from any liability related to the activities contemplated.

ARTICLE 18: GOVERNING LAW

This Contract shall be deemed made in, and in all respects interpreted, construed and governed by, the laws of the United States and State of Maryland.

ARTICLE 19: ENTIRETY OF UNDERSTANDING

This MOU contains the final and entire understanding between the Parties concerning the Project, and all future projects and/or agreements shall be in a separate writing based upon mutual agreement of the Parties, and neither the Parties nor their agents shall be bound by any terms, conditions, statements, warranties or representations, either oral or written, not herein contained.

END OF PROVISIONS
Eniware
PORTABLE STERILIZATION

PROPRIETARY INFORMATION AND
INVENTIONS AGREEMENT

Intern: [name]

Effective Date: [insert date]

As a condition of, and in consideration of, my employment or continued employment by Eniware, LLC, a Delaware corporation, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the “Company”), I agree to the following:

1. Relationship. This Agreement will apply to my employment relationship with the Company. If that relationship ends and the Company, within a year thereafter, either re-employs me or engages me as a consultant or other service provider, I agree that this Agreement will also apply to that later employment or service relationship, unless the Company and I otherwise expressly agree in writing. Any such employment or service relationship between the Company and me, whether commenced before, upon or after the Effective Date of this Agreement, is referred to herein as the “Relationship.”

2. Confidential Information.

(a) Definition. For purposes of this Agreement, “Confidential Information” means information not generally known or available outside the Company and information entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation, all Inventions (as defined below), technical data, trade secrets, know-how, research, product or service ideas or plans, software code and designs, developments, processes, formulas, techniques, biological materials, mask works, designs and drawings, hardware configuration information, information relating to employees and other service providers of the Company (including, but not limited to, their names, contact information, jobs, compensation and expertise), information relating to suppliers and customers (including, but not limited to, those on whom I called or with whom I became acquainted during the Relationship), information relating to stockholders or lenders, price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information.

(b) Protection of Information. At all times during the term of the Relationship and thereafter, I agree to hold in strictest confidence and not disclose Confidential Information to any person, firm, corporation or other entity, without written authorization from the Company, and not to use Confidential Information except to perform my obligations to the Company within
the scope of the Relationship, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. I further agree not to make any copies of Confidential Information except as authorized by the Company.

(c) Third Party Information and Other Rights. My agreements in this Section 2 are intended to be for the benefit of the Company and any third party that has entrusted information or physical material to the Company in confidence. This Agreement is intended to supplement, and not to supersede, any rights the Company may have with respect to the protection of trade secrets or confidential or proprietary information.

(d) No Disclosure or Use of Information of Others. I will not disclose to the Company, or use for its benefit, any confidential information or material in violation of the rights of my former employers or any third parties. I agree not to improperly use or disclose, or bring onto the premises of the Company, any confidential or proprietary information or material of any third party for which I have provided or currently provide service.

3. Ownership of Inventions.

(a) Definition. For purposes of this Agreement, “Inventions” means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. This includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. I understand that “Company Inventions” means any Inventions that I, solely or jointly with others, author, discover, develop, conceive or reduce to practice, in whole or in part, during the period of the Relationship, except as provided in Section 3(i) hereof.

(b) Inventions Retained. I have attached hereto as Exhibit A, without disclosing any third party confidential information, a complete list describing all Inventions that, as of the Effective Date, belong solely to me or belong to me jointly with others, that relate in any way to any of the Company’s proposed businesses, products or research and development, and that are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are currently no such Inventions.

(c) Assignment of Company Inventions. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all of my right, title and interest in and to any and all Company Inventions throughout the world, including all copyrights, patent rights, trademark rights, mask work rights, moral rights, sui generis database rights and all other intellectual property rights of any sort relating thereto. I further agree that all Company Inventions are “works made for hire” to the greatest extent permitted by applicable law. I hereby waive and irrevocably quitclaim to the Company or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any and all Company Inventions and intellectual property rights related thereto.
(d) **License to Inventions.** If in the course of the Relationship I use or incorporate into any Company Invention any confidential information or Inventions in which I or a third party has an interest and which is not covered by Section 3(c) hereof, I will promptly so inform the Company. Whether or not I give such notice, I hereby irrevocably grant to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with full right to transfer and sublicense, to practice and exploit such confidential information and Inventions and to make, have made, copy, modify, make derivative works of, use, sell, import and otherwise distribute under all applicable intellectual property rights without restriction of any kind.

(e) **Moral Rights.** To the extent allowed by law, this Section 3 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights,” “artist's rights,” “droit moral” or the like (collectively “**Moral Rights**”). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or on behalf of the Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by the Company.

(f) **Maintenance of Records.** I agree to maintain adequate and current written records of all Company Inventions made by me (solely or jointly with others) during the term of the Relationship. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings or any other format. The records will be available to and remain the sole property of the Company at all times. I agree to deliver all such records (including any copies thereof) to the Company at the time of termination of the Relationship as provided for in Section 4 hereof.

(g) **Patents and Copyrights.** I agree to assist the Company or its designee, at its expense, in every proper way to secure the Company’s or its designee’s rights in the Company Inventions and any copyrights, patent rights, trademark rights, mask work rights, moral rights, *sui generis* database rights or other intellectual property rights of any sort relating thereto throughout the world, including the disclosure of information with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which the Company or its designee shall deem necessary to apply for, obtain, maintain and transfer such rights, or if not transferable, waive such rights, and in order to assign to the Company or its designee, and any successors, assigns and nominees, the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patent rights, trademark rights, mask work rights, *sui generis* database rights and other intellectual property rights of any sort relating thereto throughout the world. I agree that my obligation to execute any such instrument or papers shall continue during and after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright, trademark, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and will not be affected by my subsequent incapacity.
(h) **Online Accounts.** I agree that I will register all domains, usernames, handles, social media accounts and similar online accounts which I register on behalf of the Company and which relate to the Company or its intellectual property rights (the “**Online Accounts**”) in the name of the Company, except to the extent that such requests by the Company are prohibited by law. The term “Online Accounts” shall exclude any domains, usernames, handles, social media accounts and similar online accounts which I have registered, or may in the future register, under my name exclusively for my personal use. If any Online Account that is not (or by the terms of such Online Account cannot be) registered in the name of the Company is registered in my name or under my control, I agree to assign ownership and control of such Online Account to any person designated by the Company upon the Company’s request. I agree to use any Online Account, whether registered in my name or the name of the Company, in compliance with any applicable policies or guidelines of the Company.

(i) **Exception to Assignments.** I understand that the Company Inventions will not include, and the provisions hereof requiring assignment of inventions to the Company do not apply to, any Invention which qualifies fully for exclusion under the provisions attached hereto as Exhibit B. In order to assist in determining which Inventions qualify for such exclusion, I will advise the Company promptly in writing, during and after the term of the Relationship, of all Inventions solely or jointly authored, discovered, developed, conceived or reduced to practice by me, in whole or in part, during the Relationship.

4. **Company Property; Return of Documents.** I agree that I have no expectation of privacy with respect to the Company’s telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice. I further agree that any property situated on the Company’s premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. I agree that, at the end of the Relationship, (a) I will deliver to the Company (and will not retain, copy or deliver to anyone else) any and all keys, passes, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property developed by me pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns, and (b) will sign and deliver a certificate that certifies to my full compliance with the provisions of this Section 4 in such form as may be acceptable to the Company. I agree that the Company will be entitled to communicate my obligations under this Agreement to any future employer or potential employer.

5. **At-Will Relationship.** I understand and acknowledge that, except as may be explicitly provided in a separate written agreement with the Company, my Relationship with the Company is “at-will,” as defined under applicable law, meaning that either I or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability, other than those provisions of this Agreement that explicitly survive the termination of the Relationship. I agree that, in connection with the termination of my employment for any reason, I will meet with representatives of the Company to assist with the transfer of my duties to other employees, including answering questions about my work and work product, completing the return of Company property, permitting inspection of personal
electronic devices I have used in connection with my work at the Company, and confirming my obligations under this Agreement.

6. **Nonsolicitation of Employees, Consultants or Other Service Providers.** I agree that, during the term of the Relationship and for a period of twelve (12) months following the termination of the Relationship for any reason, with or without cause, I will not, directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees, consultants or other service providers to terminate their relationship with the Company, or attempt to do so, whether for my benefit or that of any other person or entity.

7. **Nonsolicitation of Customers.** I agree that, during the term of the Relationship and for a period of twelve (12) months following the termination of the Relationship for any reason, with or without cause, I will not, directly or indirectly, attempt to solicit, solicit, attempt to seek, or seek to do business with any customer or client of the Company, or active customer prospect of the Company for the purpose of diverting that business from the Company, for or with whom I: (a) was responsible, in whole or in part, for providing or supervising the provision of services by the Company; (b) developed a relationship with the current or prospective customer or client on behalf of the Company during the course of the Relationship; and/or (c) had routine customer or client contact and/or business dealings on behalf of the Company during the course of the Relationship.

8. **Non-Competition.** I acknowledge the Company's need to prevent unfair competition and to protect the Company's legitimate business interests, and accordingly agree that, during the term of the Relationship and for a period of twelve (12) months following the termination of the Relationship for any reason, with or without cause, not to accept employment or engage in any business activity (whether as a principal, partner, joint venturer, agent, employee, salesperson, consultant, independent contractor, director or officer) with a "Competitor" (as defined below), without the Company's prior written consent, where such employment or position would involve me developing, providing, or performing services that are similar to any services that I provided to or performed for the Company during my Relationship with the Company (a "Competitive Activity"); provided, however, that academic and charitable activities that are adequately disclosed by me to the Company shall not be deemed to be Competitive Activities. This restriction will be limited to the geographic areas within a 100-mile radius of where the Company sells or provides products or services. For purposes of this Agreement, "Competitor" means any business or entity that provides or seeks to provide, any products or services (including those being researched or developed) similar to or related to any products sold or any services provided by the Company (including those services or products being researched or developed during my Relationship with the Company).

9. **Reasonableness of Restrictions.** I agree that the restrictions contained in Sections 6, 7, and 8 are fair and reasonable and are reasonably required for the protection of the interests of the Company and its officers, directors, and other employees.

10. **No Conflicts.**
    (a) **No Conflicting Obligations.** I represent and warrant that my performance of this Agreement does not and will not breach any written or oral agreement I have entered into,
or will enter into, with any other party. I will not induce the Company to use any Inventions or confidential proprietary information or material belonging to any other client, employer or other party. I agree not to enter into any written or oral agreement that conflicts with this Agreement or otherwise creates a conflict of interest with my service to the Company.

(b) **No Conflicting Activities.** I agree that, during the term of the Relationship, I will not act as an employee, consultant, director or advisor to any other business, or take any action that would constitute a conflict of interest, without the prior written consent of the Company.

11. **General Provisions.**

(a) **Governing Law; Venue.** This Agreement will be governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws.

(b) **Entire Agreement; Amendments and Waivers.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to its subject matter and supersedes all prior discussions and agreements (whether written or oral) between us with respect thereto. No amendments or waivers to this Agreement will be effective unless in writing and signed by the party against whom such amendment or waiver is to be enforced. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights.

(c) **Severability.** If any provision of this Agreement is deemed void or unenforceable, such provision will nevertheless be enforced to the fullest extent allowed by law, and the validity of the remainder of this Agreement will not be affected.

(d) **Modification.** Should the duration or extent of the prescribed activities contained in Sections 6, 7, 8, and 10 of this Agreement be held unreasonable for any reason whatsoever by any court of competent jurisdiction, then I expressly agree, at the Company’s request, to join the Company in requesting that such court modify the prescribed activities in such manner and/or to such extent or degree as to make it/them reasonable and enforceable.

(e) **Successors and Assigns.** I understand that this Agreement is personal to me, that I will not have the right or ability to assign, transfer or subcontract any of my obligations under this Agreement without the written consent of the Company, and that any attempt by me to do so will be void. I further understand that the Company may assign its rights and obligations under this Agreement in whole or in part without my consent. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and permitted assigns, and will be for the benefit of the Company and its successors and assigns.

(f) **Remedies.** I acknowledge that violation of this Agreement by me will cause the Company irreparable harm and therefore agree that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (or, if such bond or security is required, I agree that a $1,000 bond will be adequate), in addition to any other rights or remedies that the Company may have for a breach of
this Agreement. If any party brings any suit, action, counterclaim or arbitration to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to recover a reasonable allowance for attorneys' fees and litigation expenses in addition to court costs.

(g) Notices. All notices under this Agreement must be in writing and will be deemed given when delivered personally or by confirmed facsimile or email, one (1) day after being sent by nationally recognized courier service, or three (3) days after being sent by prepaid certified mail, to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other party by written notice.

(h) Voluntary Execution. I acknowledge and agree that I have carefully read all of the provisions of this Agreement, that I understand and have voluntarily accepted such provisions, and that I will fully and faithfully comply with such provisions.

(i) Advice of Counsel. I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[remainder of this page left intentionally blank]
The parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

[ENIWARE, LLC]

By: ____________________________
   (Signature)

Name: Huma Malik
Title: President

Address:
7920 Norfolk Ave

Bethesda, MD 20814

Date: ____________________________

INTERN:

______________________________
   (Signature)

______________________________
   (Print Name)

Address:


Date: ____________________________
EXHIBIT A

LIST OF PRIOR INVENTIONS
EXCLUDED UNDER SECTION 3(b)

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
<th>Identifying Number or Brief Description</th>
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If no inventions, improvements, or original works of authorship are listed, I hereby represent that I have none to disclose.

___ Additional sheets attached

Signature of Employee:________________________________________

Print Name of Employee:______________________________________

Date:_______________________________________________________
EXHIBIT B

“Company Inventions” will not include, and the provisions of the attached Agreement requiring assignment of Inventions to the Company shall not apply to, any Invention that I developed entirely on my own time without using the Company’s equipment, supplies, facilities, or trade secret information except for those Inventions that either (1) relate at the time of conception or reduction to practice of the Invention to the Company’s business, or actual or demonstrably anticipated research or development of the Company or (2) result from any work performed by me for the Company.