



VIA E-MAIL & CERTIFIED MAIL

June 23, 2020

Enhanced Industrial Technologies, LLC  
Attention: John Ettere, President  
1453 Tooz Place  
South Plainfield, NJ 07080

Re: Commissions under Consulting Agreement with Enhanced Industrial Technologies, LLC (EIT)

Dear Tom:

Per your communication of May 18, 2020, you requested us to provide you with an accounting of the sales made by NOV in 3 projects where Mr. John Ettere indicated he has no record that commissions were ever paid to him.

Mr. Ettere identified such projects from a Report identified as number 150927 that NOV sent him and that contained a listing status of RFQs for orders/sales projects of NOV. NOV used to provide this type of reports to Mr. Ettere some years ago.

It is worth mentioning that we noticed Mr. Ettere highlighted 4, and not 3 projects, on the Report number 150927, where he believes he should have gotten commissions. The 4 projects identified by Mr. Ettere were the following:

1. Project: P4148/J0850Noble Dantzler,  
Customer: Noble Energy Production  
Scope: Separator Module 84"
2. Project: P4080/J0839Hess Stampede  
Customer: Hess Corporation  
Scope: Fuel Gas Skid
3. Project: JMA168  
Scope: SWD HGBs
4. Project: JMA180  
Customer: Brigham Resources  
Scope: SWD HGBs

Per your request, we conducted a thorough review of our records and were able to confirm that there were indeed 2 projects where purchase orders for internals (Vane Type Mist Extractor) were placed with the Korean supplier introduced by EIT (HMT) entitling Mr. Ettere to receive the corresponding commission. On the last 2 projects, our records showed that we procured baffles but we do not have any documents on internals being supplied from HMT; however, in an effort to compromise, NOV is taking EIT's asseveration of its involvement on such projects at face value and, accordingly, we are agreeing to pay, in good faith, EIT commissions on those 2 projects. Since we have no detailed records on internals cost, we have set those commissions based on projects with SWD jobs were part of the Scope. Per the above, we will proceed with the payment of the commissions as described in Exhibit A related to the mentioned 4 projects, as set as our last action and final item to close this matter.

Regarding your request for information on all sales of that equipment, including Fjords, please know that as we have mentioned in prior correspondence, NOV can confidently confirm that EIT never provided any consulting services related to Fjord's technology and thus, no commissions are owed to EIT on projects involving such technology.

On this point, we deem pertinent to mention that as part of our review, we gathered several documents that evidence that NOV had an interest in separator technology, both on and offshore, and were looking into certain companies offering such technology before we had any conversation with Mr. Ettere. In the spirit of transparency, please refer to the list of companies NOV was looking into as early as 2011 attached herein as Exhibit "B".

NOV is willing to honor its offer of \$50,000 dollars, as a full and final payment to settle any claims EIT may have against NOV in an effort to avoiding any unnecessary litigation; however, NOV makes no admission that it has breached any contractual agreement to EIT or that such offer constitutes an admission of any liability of any kind by NOV.

If in agreement, we respectfully request your acknowledgment and signature of the attached waiver and release not later than 2 weeks from the date of this letter. Upon return of the executed document, we will issue payment in the amount of \$50,000.00

Sincerely,



Larry Engel  
President, Process & Flow Technologies  
National Oilwell Varco

c.c. Mayra Cerdan, Assistance General Counsel- CAPS Segment

**EXHIBIT "A"****Commissions**

<b>NOV Office</b>	<b>Job reference</b>	<b>Client</b>	<b>Project</b>	<b>Bare Vessel Price &amp; Internals</b>	<b>Commissi on %</b>	<b>Commissi on (USD)</b>
Harvey	P4148/J0850	Noble Energy	Production Separator Module 84"	\$485,343	2.50%	\$12,134
Harvey	P4080/J0839	Hess Corporation	Fuel Gas Skid	\$61,690	3%	\$1,851
Meadowgl en	JMA168	All Consulting	SWD HGBs	\$32,899	3%	\$987
Meadowgl en	JMA180	Brigham Resources	SWD HGBs	\$32,899	3%	\$987
<b>Total commission payment</b>						<b>\$15,958</b>

## **EXHIBIT “B”**

### **Companies List**

Esco Process

ProSep Inc.

EGS

Hat International

Allied Technology

VME Process

Zeta PDM

OPUS Maxim/OPUS Plus

Rhine Rhur

Barton – Firtop

TS Group – TS Technology AS

AMR Process Inc

## **EXHIBIT "C"**

### **WAIVER AND RELEASE**

In consideration for National Oilwell Varco, L.P. ("NOV")'s payment in the amount of \$50,000.00 as a final consideration for all sums owe by NOV to EIT arising out or in relation to that certain Consulting Agreement entered between NOV and Enhanced Industrial Technologies, LLC ("EIT") on April 1, 2014 and later amended on March 31<sup>st</sup>, 2015 (the "Consulting Agreement"), the sufficiency of which is acknowledged, by execution below; EIT, on behalf of itself and all affiliates, hereby releases, acquits and forever discharges National Oilwell Varco, L.P., its parent company, affiliates and subsidiaries and all of their respective directors, officers, representatives, and employees ("NOV Group"), against all liability, whether contractual, in tort or otherwise at law and irrespective of cause, including without limitation any act or omission, negligence, breach of contract or duty (whether statutory or otherwise), breach of representation or warranty in connection with or arising from the Consulting Agreement and/ or any other matters related thereto, and from and against any and all claims, demands, causes of action, other legal proceedings, payments, charges, judgments, assessments, liabilities, damages, penalties, costs, expenses (including attorneys' fees and court costs) of any and every type and character, known or unknown, arising directly or indirectly, out of such Consulting Agreement, including, without limitation, all commissions accrued in favor of EIT, its shareholders, affiliates, and employees.

All of the above indemnities shall apply notwithstanding the simple, gross, sole, joint or concurrent negligence of NOV Group (regardless of whether such person or party is an indemnitee or not) or its contractors, or strict liability, defects in premises, equipment or material, or any other event or condition whether anticipated or unanticipated and regardless of whether it is pre-existing.

By entering this Agreement, EIT acknowledges and accepts that NOV Group makes no admission that it has breached any contractual agreement or other obligation to EIT and that nothing in this Agreement is intended to constitute an admission of any liability of any kind by NOV.

This Waiver and Release shall be construed under and in accordance with the laws of the State of Texas without regard to conflicts of law principles that would require application of any other law. Any action or proceeding arising out of or relating to this Agreement must be brought in a state or federal court sitting in Harris County, Texas, and each of the parties hereby agrees to irrevocably submit itself to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum.

#### **Enhanced Industrial Technologies, LLC's Acceptance:**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_