UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)
☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2023

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ____________ to ____________

Commission file number: 0-5278

IEH Corporation
(Exact name of registrant as specified in its charter)

New York	13-5549348
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
140 58th Street, Suite 8E, Brooklyn, NY	**11220**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (718) 492-4440

Securities registered pursuant to Section 12(b) of the Act: None

Securities registered pursuant to Section 12(g) of the Act:

Title of Each Class:	Trading Symbol(s)	Name of Each Exchange on Which Registered:
Shares of common stock, $0.01 par value	**IEHC**	**OTC Pink Market**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☐ No ☒

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☐ No ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See definition of "large accelerated filer," "accelerated filer, "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of November 30, 2023, the registrant had 2,380,251 shares of its common stock, par value $0.01 per share, outstanding.

TABLE OF CONTENTS

CAUTIONARY NOTE FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements within the meaning of Section 21E of the Exchange Act and Section 27A of the Securities Act. Any statements contained in this report that are not statements of historical fact may be forward-looking statements. When we use the words "anticipates," "plans," "estimates," "expects," "believes," "should," "could," "may," "will" and similar expressions, we are identifying forward-looking statements. We have based these forward-looking statements largely on our current expectations and projections about future financial events and financial trends that we believe may affect our financial condition, results of operations, business strategy and financial needs. Forward-looking statements involve risks and uncertainties described under "Risk Factors" in Part II, Item 1A, and elsewhere in this Quarterly Report on Form 10-Q, and as set forth in Part I, Item 1A, Risk Factors, of our Form 10-K for the fiscal year ended March 31, 2023, filed with the Securities and Exchange Commission ("SEC") on October 6, 2023, and may include statements related to, among other things: macroeconomic factors, including inflationary pressures, supply shortages and recessionary pressures; accounting estimates and assumptions; pricing pressures on our product caused by competition; the risk that our products will not gain market acceptance; our ability to obtain additional financing; our ability to successfully prevent our registration with the SEC from being suspended or revoked and to timely file our SEC reports; our ability to operate our accounting system and material weaknesses identified in connection with our migration to such accounting system; our ability to protect intellectual property; our ability to integrate our satellite facility into our operations; and our ability to attract and retain key employees. No forward-looking statement is a guarantee of future performance and you should not place undue reliance on any forward-looking statements. Our actual results may differ materially from those projected in any forward-looking statements, as they will depend on many factors about which we are unsure, including many factors beyond our control.

Except as may be required by applicable law, we do not undertake or intend to update or revise our forward-looking statements, and we assume no obligation to update any forward-looking statements contained in this report as a result of new information or future events or developments. Thus, you should not assume that our silence over time means that actual events are bearing out as expressed or implied in such forward-looking statements. You should carefully review and consider the various disclosures we make in this report and our other reports filed with the SEC that attempt to advise interested parties of the risks, uncertainties and other factors that may affect our business.

Important factors that could cause actual results to differ materially from the results and events anticipated or implied by such forward-looking statements include, but are not limited to:

- changes in the market acceptance of our products and services;
- increased levels of competition;
- changes in political, economic or regulatory conditions generally and in the markets in which we operate;
- our relationships with our key customers;
- adverse conditions in the industries in which our customers operate;
- our ability to retain and attract senior management and other key employees;
- our ability to quickly and effectively respond to new technological developments;
- our ability to protect our trade secrets or other proprietary rights, operate without infringing upon the proprietary rights of others and prevent others from infringing on our proprietary rights; and
- other risks, including those described in the "Risk Factors" section of this Quarterly Report on Form 10-Q.

PART I: FINANCIAL INFORMATION

Item 1. Financial Statements

IEH CORPORATION
CONDENSED BALANCE SHEETS

	As of	
	June 30, 2023 (Unaudited)	March 31, 2023
Assets		
Current assets:		
Cash	$ 6,939,727	$ 8,344,706
Accounts receivable	2,945,986	2,985,936
Inventories	9,483,885	9,446,392
Corporate income taxes receivable	1,493,894	1,723,473
Prepaid expenses and other current assets	106,871	96,783
Total current assets	20,970,363	22,597,290
Non-current assets:		
Property, plant and equipment, net	3,678,143	3,865,066
Operating lease right-of-use assets	2,579,279	2,661,779
Security deposit	75,756	75,756
Total assets	$ 27,303,541	$ 29,199,891
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 768,717	$ 1,054,078
Customer advance payments	44,169	20,639
Operating lease liabilities	325,707	317,334
Other current liabilities	529,777	902,149
Total current liabilities	1,668,370	2,294,200
Non-current liabilities:		
Operating lease liabilities, non-current	2,504,903	2,589,121
Total liabilities	4,173,273	4,883,321
Commitments and Contingencies (Note 9)		
Stockholders' Equity		
Common Stock, $0.01 par value; 10,000,000 shares authorized; 2,370,251 shares issued and outstanding at June 30, 2023 and March 31, 2023	23,703	23,703
Additional paid-in capital	7,695,924	7,566,324
Retained earnings	15,410,641	16,726,543
Total Stockholders' Equity	23,130,268	24,316,570
Total Liabilities and Stockholders' Equity	$ 27,303,541	$ 29,199,891

The accompanying notes are an integral part of these unaudited condensed financial statements.

IEH CORPORATION
CONDENSED STATEMENTS OF OPERATIONS
(Unaudited)

	For the Three Months Ended June 30, 2023	For the Three Months Ended June 30, 2022
Revenue	$ 4,679,845	$ 4,078,584
Costs and expenses:		
Cost of products sold	4,241,432	4,918,939
Selling, general and administrative	1,557,569	1,009,007
Depreciation and amortization	215,236	248,483
Total operating expenses	6,014,237	6,176,429
Operating loss	(1,334,392)	(2,097,845)
Other income (expense):		
Other income	-	76
Interest income (expense), net	18,490	373
Total other income (expense), net	18,490	449
Loss before provision for income taxes	(1,315,902)	(2,097,396)
Provision for income taxes	-	(806,380)
Net loss	$ (1,315,902)	$ (2,903,776)
Net loss per common share:		
Basic	$ (0.56)	$ (1.23)
Diluted	$ (0.56)	$ (1.23)
Weighted-average number of common and common equivalent shares (in thousands):		
Basic	2,370	2,370
Diluted	2,370	2,370

The accompanying notes are an integral part of these unaudited condensed financial statements.

IEH CORPORATION
CONDENSED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
(Unaudited)

	Common Stock		Additional Paid-in Capital	Retained Earnings	Total Stockholders' Equity
	Shares	Amount			
Balance at March 31, 2022	2,370,251	$ 23,703	$ 7,566,324	$ 23,229,467	$ 30,819,494
Net loss	-	-	-	(2,903,776)	(2,903,776)
Balance at June 30, 2022	2,370,251	$ 23,703	$ 7,566,324	$ 20,325,691	$ 27,915,718
Balance at March 31, 2023	2,370,251	$ 23,703	$ 7,566,324	$ 16,726,543	$ 24,316,570
Stock-based compensation	-	-	129,600	-	129,600
Net loss	-	-	-	(1,315,902)	(1,315,902)
Balance at June 30, 2023	2,370,251	$ 23,703	$ 7,695,924	$ 15,410,641	$ 23,130,268

The accompanying notes are an integral part of these unaudited condensed financial statements.

IEH CORPORATION
CONDENSED STATEMENTS OF CASH FLOWS
(Unaudited)

	For the Three Months Ended June 30, 2023	For the Three Months Ended June 30, 2022
Cash flows from operating activities:		
Net loss	$ (1,315,902)	$ (2,903,776)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	215,236	248,483
Stock-based compensation	129,600	-
Inventory obsolescence provision	54,000	60,000
Deferred income taxes, net	-	806,380
Operating lease right-of-use assets	125,719	125,719
Changes in assets and liabilities:		
Accounts receivable	39,950	645,733
Inventories	(91,493)	212,807
Corporate income taxes receivable	229,579	47,050
Prepaid expenses and other current assets	(10,088)	(143,743)
Accounts payable	(285,361)	(138,888)
Customer advance payments	23,530	(88,276)
Operating lease liabilities	(119,064)	(115,596)
Other current liabilities	(372,372)	88,862
Net cash used in operating activities	(1,376,666)	(1,155,245)
Cash flows from investing activities:		
Acquisition of property, plant and equipment	(28,313)	(57,136)
Net cash used in investing activities	(28,313)	(57,136)
Net decrease in cash	(1,404,979)	(1,212,381)
Cash - beginning of period	8,344,706	12,675,271
Cash - end of period	$ 6,939,727	$ 11,462,890
Supplemental disclosures of cash flow information:		
Cash paid during the period for:		
Interest	$ 28	$ 7
Income taxes	$ 2,251	$ -

The accompanying notes are an integral part of these unaudited condensed financial statements.

IEH CORPORATION
Notes to Unaudited Condensed Financial Statements

Note 1 DESCRIPTION OF BUSINESS:

Overview

IEH Corporation (hereinafter referred to as "IEH" or the "Company") began in New York, New York in 1941. IEH was incorporated in New York in March, 1943.

The Company designs and manufactures HYPERBOLOID connectors that not only accommodate, but exceed military and aerospace specification standards.

Note 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Basis of Presentation

The accompanying condensed financial statements and the related disclosures as of June 30, 2023 and for the three months ended June 30, 2023 and 2022 are unaudited and have been prepared in accordance with accounting principles generally accepted in the United States, or U.S. GAAP, and the rules and regulations of the SEC for interim financial statements. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. These interim condensed financial statements should be read in conjunction with the March 31, 2023 audited financial statements and notes included in the Annual Report on Form 10-K filed with the SEC on October 6, 2023. The March 31, 2023 balance sheet included herein was derived from the audited financial statements as of that date but does not include all disclosures including notes required by U.S. GAAP for complete financial statements. In the opinion of management, the condensed financial statements reflect all adjustments, consisting of normal and recurring adjustments, necessary for the fair presentation of the Company's financial position and results of operations for the three months ended June 30, 2023 and 2022. The results of operations for the interim periods are not necessarily indicative of the results to be expected for the fiscal year ended March 31, 2024 or any other interim period or future year or period.

Revenue Recognition

The core principle underlying Accounting Standards Codification ASC 606 "Revenue from Contracts with Customers" ("ASC 606"), is to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. ASC 606 sets out the following steps for an entity to follow when applying the core principle to its revenue generating transactions:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations
- Recognize revenue when (or as) each performance obligation is satisfied

Note 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*:

Revenue Recognition, continued

The Company recognizes revenue and the related cost of products sold when the performance obligations are satisfied. The performance obligations are typically satisfied upon shipment of physical goods. In addition to the satisfaction of the performance obligations, the following conditions are required for revenue recognition: an arrangement exists, there is a fixed price, and collectability is reasonably assured.

The Company does not offer any discounts, credits or other sales incentives. Historically, the Company has not had an issue with uncollectible accounts receivable.

The Company will accept a return of defective products within one year from shipment for repair or replacement at the Company's option. If the product is repairable, the Company at its own cost, will repair and return it to the customer. If unrepairable, the Company will provide a replacement at its own cost. Historically, returns and repairs have not been material.

The Company's disaggregated revenue by geographical location is as follows:

	For the Three Months Ended June 30,	
	2023	2022
Domestic	$ 4,243,431	$ 3,012,794
International	436,414	1,065,790
Total	$ 4,679,845	$ 4,078,584

Approximately 11.5% and 64.7% of the international net sales for the three months ended June 30, 2023 and 2022, respectively represent sales to customers located in China.

The Company's disaggregated revenue by industry as a percentage of total revenue is provided below:

	For the Three Months Ended June 30,	
	2023	2022
Industry	%	%
Defense	60.8	55.9
Commercial Aerospace	20.2	20.4
Space	12.9	17.0
Other	6.1	6.7
	100.0	100.0

Inventories

Inventories are comprised of raw materials, work-in-process and finished goods, and are stated at cost, on an average basis, which does not exceed net realizable value. The Company manufactures products pursuant to specific technical and contractual requirements.

The Company reviews its purchase and usage activity of its inventory of parts as well as work in process and finished goods to determine which items of inventory have become obsolete within the framework of current and anticipated orders. The Company estimates which materials may be obsolete and which products in work in process or finished goods may be sold at less than cost. A periodic adjustment, based upon historical experience is made to inventory in recognition of this impairment. The Company's allowance for obsolete inventory was $487,000 and $433,000 as of June 30, 2023 and March 31, 2023, respectively, and was reflected as a reduction of inventory.

Note 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*:

Concentration of Credit Risk

Financial instruments which potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable.

At times, the Company's cash in banks was in excess of the Federal Deposit Insurance Corporation insurance limits. The Company has not experienced any loss as a result of these deposits.

Net Loss Per Share

The Company accounts for earnings per share pursuant to ASC Topic 260, "Earnings per Share", which requires disclosure on the financial statements of "basic" and "diluted" earnings per share. Basic net loss per common share is computed by dividing net loss by the weighted average number of common shares outstanding for the reporting period. Diluted net loss per common share is computed by dividing net loss by the weighted average number of common shares outstanding plus common stock equivalents (if dilutive) for the reporting period.

Basic and diluted net loss per common share is calculated as follows:

	For the Three Months Ended June 30,	
	2023	**2022**
Net loss	$ (1,315,902)	$ (2,903,776)
Net loss per common share, basic and diluted	$ (0.56)	$ (1.23)
Weighted average number of common shares outstanding- basic and fully diluted (in thousands)	2,370	2,370

Potentially dilutive securities outlined in the table below have been excluded from the computation of diluted net loss per share because the effect of their inclusion would have been anti-dilutive.

	For the Three Months Ended June 30,	
	2023	**2022**
Potentially dilutive options to purchase common shares	507,217	472,217

Note 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*:

Fair Value of Financial Instruments

The carrying value of the Company's financial instruments, consisting of accounts receivable and accounts payable, approximate their fair value due to the relatively short maturity of these instruments. The Company is exposed to credit risk through its cash but mitigates this risk by keeping these deposits at major financial institutions.

ASC 820, "Fair Value Measurements and Disclosures", provides the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements).

Fair value is defined as an exit price, representing the amount that would be received upon the sale of an asset or payment to transfer a liability in an orderly transaction between market participants.

Fair value is a market-based measurement that is determined based on assumptions that market participants would use in pricing an asset or liability. A three-tier fair value hierarchy is used to prioritize the inputs in measuring fair value as follows:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, or other inputs that are observable, either directly or indirectly.

Level 3 - Significant unobservable inputs that cannot be corroborated by market data and inputs that are derived principally from or corroborated by observable market data or correlation by other means.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses, and disclosure of contingent assets and liabilities at the date of the financial statements. The Company utilizes estimates with respect to determining the useful lives of fixed assets, the fair value of stock-based instruments, an incremental borrowing rate for determining for its leases the present value of lease payments, the calculation of inventory obsolescence, as well as determining the amount of the valuation allowance for deferred income tax assets, net. Actual amounts could differ from those estimates.

Segment Information

The Company identifies its operating segments in accordance with ASC 280, Segment Reporting ("ASC 280"). Operating segments are defined as components of an enterprise about which separate discrete financial information is available for evaluation by the chief operating decision maker, or decision-making group, in deciding how to allocate resources and in assessing performance. The Company's chief operating decision maker, its Chief Executive Officer, manages the Company's operations on a combined basis for the purposes of allocating resources. Accordingly, the Company has determined it operates and manages its business as a single reportable operating segment.

Note 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*:

Depreciation and Amortization

The Company provides for depreciation and amortization on a straight-line basis over the estimated useful lives (5-7 years) of the related assets. Depreciation expense for the three months ended June 30, 2023 and 2022 was $215,236 and $248,483 respectively.

Stock-Based Compensation

Compensation expense for stock options granted to directors, officers and key employees is based on the fair value of the award on the measurement date, which is the date of the grant. The expense is recognized ratably over the service period of the award. The fair value of stock options is estimated using the Black-Scholes valuation model. The fair value of any other stock awards is generally the market price of the Company's common stock on the date of the grant.

Recent Accounting Pronouncements

In June 2016, the FASB issued ASU 2016-13 – Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments ("ASU 2016-13"), which was subsequently revised by ASU 2018-19 and ASU 2020-02. ASU 2016-13 introduces a new model for assessing impairment on most financial assets. Entities will be required to use a forward-looking expected loss model, which will replace the current incurred loss model, which will result in earlier recognition of allowance for losses. ASU 2016-13 was adopted by the Company on April 1, 2023, which is the beginning of the first interim period of the fiscal year ended March 31, 2024. The Company has evaluated the impact of the adoption of ASU 2016-13, and related updates, and has determined that the impact was not material to its financial statements and disclosures.

The Company has evaluated other recently issued accounting pronouncements and has concluded that the impact of recently issued standards that are not yet effective will not have a material impact on the Company's financial position or results of operations upon adoption.

Subsequent Events

The Company evaluated subsequent events and transactions that occurred after the balance sheet date up to the date that the financial statements were issued. The Company did not identify any subsequent events that would have required adjustment or disclosure in the financial statements.

Note 3 INVENTORIES:

Inventories are comprised of the following:

	As of	
	June 30, 2023	March 31, 2023
Raw materials	$ 8,234,110	$ 8,332,522
Work in progress	1,300,998	1,048,097
Finished goods	435,777	498,773
Allowance for obsolete inventory	(487,000)	(433,000)
	$ 9,483,885	$ 9,446,392

Note 4 OTHER CURRENT LIABILITIES:

Other current liabilities are comprised of the following:

	As of	
	June 30, 2023	March 31, 2023
Payroll and vacation accruals	$ 414,896	$ 788,136
Sales commissions	51,858	58,685
Other current liabilities	63,023	55,328
	$ 529,777	$ 902,149

Note 5 LEASES:

Operating leases

Leases classified as operating leases are included in operating lease right-of use, or ROU, assets, operating lease liabilities and operating lease liabilities, non-current, in the Company's condensed balance sheets.

Condensed balance sheet information related to our leases is presented below:

		As of	
	Condensed Balance Sheet Location	June 30, 2023	March 31, 2023
Operating leases:			
Right-of-use assets	Operating lease right-of-use assets	$ 2,579,279	$ 2,661,779
Right-of-use liability, current	Operating lease liabilities, current	$ 325,707	$ 317,334
Right-of-use lease liability, long-term	Operating lease liabilities, non-current	$ 2,504,903	$ 2,589,121

Note 5 LEASES *(Continued)*:

The lease expense for the three months ended June 30, 2023 and 2022 was $140,307 and $138,722, respectively, which was included in cost of products sold on the Company's condensed statement of operations. In addition to the base rent, the Company pays insurance premiums and utility charges relating to the use of the premises. The Company considers its present facilities to be adequate for its present and anticipated future needs.

The basic minimum annual rental remaining on these leases is $3,462,518 as of June 30, 2023.

The weighted-average remaining lease term and the weighted average discount rate for operating leases were:

	As of	
	June 30, 2023	**March 31, 2023**
Other information:		
Weighted-average discount rate – operating leases	6.00%	6.00%
Weighted-average remaining lease term – operating lease (in years)	6.6	6.8

The total remaining operating lease payments included in the measurement of lease liabilities on the Company's condensed balance sheet as of June 30, 2023 was as follows:

For the years ended March 31:	**Operating Lease Payments**
(Nine months ending) March 31, 2024	$ 364,119
2025	497,684
2026	519,036
2027	547,460
2028	563,891
Thereafter	970,328
Total gross operating lease payments	3,462,518
Less: imputed interest	(631,908)
Total lease liabilities, reflecting present value of future minimum lease payments	$ 2,830,610

Note 6 INCOME TAXES:

The effective income tax rates for the three months ended June 30, 2023 and 2022 were a provision of 0% on a loss before provision for income taxes of $1,315,902 and a provision of 38.4% on a loss before provision for income taxes of $2,097,396, respectively. The provision for income taxes of $0 for the three months ended June 30, 2023 was attributable to the loss before provision for income taxes incurred for the period and the impact of recording a full valuation allowance on the Company's deferred tax assets, net. The provision for income taxes of $806,380 for the three months ended June 30, 2022 represents a charge to record a full valuation allowance of the Company's deferred income tax assets, net as of April 1, 2022.

Note 7 EQUITY INCENTIVE PLANS:

2011 Equity Incentive Plan

On August 31, 2011, the Company's stockholders approved the adoption of the Company's 2011 Equity Incentive Plan ("2011 Plan") to provide for the grant of stock options and restricted stock awards to purchase up to 750,000 shares of the Company's common stock to all employees, consultants and other eligible participants including senior management and members of the Board of Directors of the Company. The 2011 Equity Incentive Plan expired on August 31, 2021 after which no further awards will be granted under such plan.

2020 Equity Incentive Plan

On November 18, 2020, the Board of Directors approved the Company's 2020 Equity Incentive Plan (the "2020 Plan") for submission to stockholders at the next annual meeting. On December 16, 2020, the Company's stockholders approved the adoption of the 2020 Plan, which provides for options and restricted stock awards to purchase up to 750,000 shares of common stock to award in the future as incentive compensation to employees, management and directors of the Company.

Options granted to employees under the 2020 Plan may be designated as options which qualify for incentive stock option treatment under Section 422A of the Internal Revenue Code, or options which do not qualify (non-qualified stock options).

Under the 2020 Plan, the exercise price of an option designated as an incentive stock option shall not be less than the fair market value of the Company's common stock on the day the option is granted. In the event an option designated as an incentive stock option is granted to a ten percent (10%) or greater stockholder, such exercise price shall be at least 110 percent (110%) of the fair market value of the Company's common stock and the option must not be exercisable after the expiration of ten years from the day of the grant. The 2020 Plan also provides that holders of options that wish to pay for the exercise price of their options with shares of the Company's common stock must have beneficially owned such stock for at least six months prior to the exercise date.

Exercise prices of stock options may not be less than the fair market value of the Company's common stock on the grant date.

The aggregate fair market value of shares subject to options granted to a participant(s), which are designated as incentive stock options, and which become exercisable in any calendar year, shall not exceed $100,000.

Note 7 EQUITY INCENTIVE PLANS *(Continued):*

Stock-based compensation expense

Stock-based compensation expense is recorded in selling, general and administrative expenses included in the condensed statements of operations. For the three months ended June 30, 2023 and 2022, stock-based compensation expense was $129,600 and $0, respectively.

As of June 30, 2023 there was no unrecognized compensation expense related to unamortized stock options. It is the Company's policy that any unrecognized stock-based compensation cost would be adjusted for actual forfeitures as they occur.

There were no options granted during the three months ended June 30, 2022.

The following table provides the stock option activity:

	Shares	Weighted Avg. Grant Date Fair Value	Weighted Avg. Exercise Price	Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in thousands)
Balance as of April 1, 2023	467,217	$ 7.94	$ 14.72	5.51	$ 105
Granted	40,000	3.24	6.10		
Exercised	-	-	-		
Forfeited or expired	-	-	-		
Balance as of June 30, 2023	507,217	$ 7.57	$ 14.04	5.63	$ 210
Exercisable as of June 30, 2023	507,217	$ 7.57	$ 14.04	5.63	$ 210

The aggregate intrinsic value in the table above represents the total pretax intrinsic value (i.e., the difference between the Company's closing stock price on the last trading day of the period and the exercise price, times the number of shares) that would have been received by the option holders had all option holders exercised their in-the-money options on those dates.

Note 8 CASH BONUS PLAN:

In 1987, the Company adopted a cash bonus plan (the "Cash Bonus Plan") for non-union, management and administration staff. Unless otherwise approved by the Compensation Committee of the Board of Directors or the full Board of Directors, the Cash Bonus Plan will only be funded by the Company for payment of bonuses with respect to any fiscal year, when the Company is profitable for such applicable fiscal year. As of June 30, 2023 and March 31, 2023, the Company's accrued bonus was $100,181 and $354,250, respectively. Bonus expense recorded for each of the three months ended June 30, 2023 and 2022 was $100,500.

Note 9 COMMITMENTS AND CONTINGENCIES:

The Company maintains its operations in facilities located in both New York and Pennsylvania.

On December 1, 2020, the Company entered into a 120 month extension of its lease agreement for an industrial building in Brooklyn, NY, expiring December 1, 2030. Monthly rent at inception was $20,400, and thereafter, such monthly rent escalates annually to a monthly rent of $28,426 for the final year of the lease term. The Company maintains a security deposit of $40,800, which is included in other assets on the accompanying condensed balance sheet.

On January 29, 2021, the Company entered into an 87 month lease agreement for an industrial building in Allentown, Pennsylvania, expiring March 30, 2028. Monthly rent at inception was $18,046, and thereafter such monthly rent escalates annually to a monthly rent of $20,920 for the final year of the lease term. The Company maintains a security deposit of $35,040, which is included in other assets on the accompanying condensed balance sheet.

The Company has a collective bargaining multi-employer pension plan ("Multi-Employer Plan") with the United Auto Workers of America, Local 259 (ID No. 136115077). The Multi-Employer Plan is covered by a collective bargaining agreement with the Company, which expires on March 31, 2024. Contributions are made in accordance with a negotiated labor contract and are based on the number of covered employees employed per month. With the passage of the Multi-Employer Pension Plan Amendments Act of 1990 (the "1990 Act"), the Company may become subject to liabilities in excess of contributions made under the collective bargaining agreement. Generally, these liabilities are contingent upon the termination, withdrawal, or partial withdrawal from the Multi-Employer Plan. The risks of participating in a multiemployer plan are different from single-employer plans, for example, assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers, if a participating employer stops contributing to the multiemployer plan, the unfunded obligations of the plan may become the obligation of the remaining participating employers, and if a participating employer chooses to stop participating in these multiemployer plans, the employer may be required to pay those plans an amount based on the underfunded status of the plan.

The total contributions charged to operations under the provisions of the Multi-Employer Plan were $14,790 and $9,528 for the three months ended June 30, 2023 and 2022, respectively, and were reflected within cost of products sold included in the condensed statements of operations.

Note 10 CONCENTRATIONS:

During the three months ended June 30, 2023 and June 30, 2022, one customer accounted for 12% and 10.8%, respectively, of the Company's net sales.

As of June 30, 2023, no customer accounted for 10% or more of accounts receivable. As of March 31, 2023, three customers accounted for 44.5% of accounts receivable, each represented 23.2%, 11.0% and 10.3%, respectively.

During the three months ended June 30, 2023, two vendors accounted for 23.4% of the Company's purchases, each represented 12.7% and 10.7%, respectively. During the three months ended June 30, 2022, one vendor accounted for 15.4% of the Company's purchases.

As of June 30, 2023 and March 31, 2023, two vendors accounted for 22.1% of accounts payable and one vendor accounted for 20.9% of accounts payable, respectively.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Statements contained in this report, which are not historical facts, may be considered forward-looking information with respect to plans, projections, or future performance of the Company as defined under the Private Securities Litigation Reform Act of 1995. These forward-looking statements are subject to risks and uncertainties, which could cause actual results to differ materially from those projected. The words "anticipate," "believe", "estimate", "expect," "objective," and think" or similar expressions used herein are intended to identify forward-looking statements. The forward-looking statements are based on the Company's current views and assumptions and involve risks and uncertainties that include, among other things, the performance of the Company's business, actions of competitors, changes in laws and regulations, including accounting standards, employee relations, customer demand, prices of purchased raw materials and parts, domestic economic conditions including inflation and interest rates, foreign economic conditions, including currency rate fluctuations and geopolitical uncertainty.

The following discussion and analysis should be read in conjunction with our audited financial statements and related footnotes included elsewhere in this report, which provide additional information concerning the Company's financial activities and condition.

Overview

The Company designs, develops and manufactures printed circuit board connectors and custom interconnects for high performance applications.

All of our connectors utilize the HYPERBOLOID contact design, a rugged, high-reliability contact system ideally suited for high-stress environments. We believe we are the only independent producer of HYPERBOLOID printed circuit board connectors in the United States.

Our customers consist of Original Equipment Manufacturers ("OEMs") and distributors who resell our products to OEMs. We sell our products directly and through 22 independent sales representatives and distributors located in all regions of the United States, Canada, the European Union, Southeast Asia, Central Asia and the Middle East.

The customers we service are in the Defense, Aerospace, Space, Medical, Oil and Gas, Industrial, Test Equipment and Commercial Electronics markets. We appear on the Military Qualified Product Listing ("QPL") MIL-DTL-55302 and supply customer requested modifications to this specification.

The customers we service by industry as a percentage of total revenue is provided below:

	For the Three Months Ended June 30,	
	2023	**2022**
Industry	**%**	**%**
Defense	60.8	55.9
Commercial Aerospace	20.2	20.4
Space	12.9	17.0
Other	6.1	6.7
	100.0	100.0

Financial Overview

Critical Accounting Policies

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (US GAAP) requires management to make estimates and assumptions about future events that affect the amounts reported in the financial statements and accompanying notes. Future events and their effects cannot be determined with absolute certainty. Therefore, the determination of estimates requires the exercise of judgment. Actual results inevitably will differ from those estimates, and such differences may be material to the financial statements. The most significant accounting estimates inherent in the preparation of our financial statements include estimates associated with revenue recognition, valuation of inventories, accounting for income taxes and stock-based compensation expense. Our financial position, results of operations and cash flows are impacted by the accounting policies we have adopted. In order to get a full understanding of our financial statements, one must have a clear understanding of the accounting policies employed. It is important that the discussion of our operating results that follow be read in conjunction with these critical accounting policies which have been disclosed in our Annual Report on Form 10-K for the fiscal year ended March 31, 2023 filed with the SEC on October 6, 2023.

Results of Operations

Comparison of the Three Months Ended June 30, 2023 and 2022

The following table summarizes our results of operations for the three months ended June 30, 2023 and 2022:

	For the Three-Months Ended June 30,		Period-to-Period
	2023	2022	Change
Revenue	$ 4,679,845	$ 4,078,584	$ 601,261
Costs and expenses:			
Cost of products sold	4,241,432	4,918,939	(677,507)
Selling, general and administrative	1,557,569	1,009,007	548,562
Depreciation and amortization	215,236	248,483	(33,247)
Total operating expenses	6,014,237	6,176,429	(162,192)
Operating loss	(1,334,392)	(2,097,845)	763,453
Other income (expense):			
Other income	-	76	(76)
Interest income (expense), net	18,490	373	18,117
Total other income (expense), net	18,490	449	18,041
Loss before provision for income taxes	(1,315,902)	(2,097,396)	781,494
Provision for income taxes	-	(806,380)	806,380
Net loss	$ (1,315,902)	$ (2,903,776)	$ 1,587,874

Revenue for the three months ended June 30, 2023 was $4,679,845, reflecting an increase of $601,261, or 14.7%, as compared to $4,078,584 for the three months ended June 30, 2022.

The increase in revenue for the period was principally on account of an increase in orders from our defense customers. Our defense revenues have benefitted from increased defense related spending on programs in which we participate. Our quarter over quarter commercial aerospace revenues have grown steadily, consistent with the post COVID-19 return of consumer aviation traffic. Our increase in commercial aerospace revenues offset quarter over quarter softness in revenues from our space customers.

Cost of products sold for the three months ended June 30, 2023 was $4,241,432, reflecting a decrease of $677,507, or 13.8% as compared to $4,918,939 for the three months ended June 30, 2022. The decrease in our cost of products sold is attributable to a combination of improved margins due to changes in product mix and greater absorption of production costs into inventory, driven by increases in production volume.

Selling, general and administrative expenses for the three months ended June 30, 2023 was $1,557,569, reflecting an increase of $548,562, or 54.4%, as compared to $1,009,007 for the three months ended June 30, 2022. The increase was primarily due to increased consulting and legal fees incurred in connection with bringing our public filings current.

Depreciation and amortization for the three months ended June 30, 2023 was $215,236, reflecting a decrease of $33,247, or 13.4%, as compared to $248,483 for the three months ended June 30, 2022. The decrease was principally attributable to reduced amortization in the current period for certain fully amortized assets.

Total other income (expense) for the three months ended June 30, 2023 was income of $18,490, reflecting an increase of $18,041, as compared to income of $449 for the three months ended June 30, 2022. The increase was principally attributable to interest earned on our cash balances.

Provision for income taxes was $0 and $806,380 for the three months ended June 30, 2023 and 2022. The provision for income taxes of $0 for the three months ended June 30, 2023 was attributable to the loss before provision for income taxes incurred for the period and the impact of recording a full valuation allowance on our deferred tax assets. The tax provision for the three months ended June 30, 2022 of $806,380 represents a charge to record a full valuation allowance of our deferred income tax assets, net as of April 1, 2022.

Liquidity and Capital Resources:

Our primary requirements for liquidity and capital are working capital, inventory, capital expenditures, public company costs and general corporate needs. We expect these needs to continue as we further develop and grow our business. For the three months ended June 30, 2023, our primary sources of liquidity came from existing cash. Based on our current plans and business conditions, we believe that existing cash, together with cash generated from operations will be sufficient to satisfy our anticipated cash requirements, and we are not aware of any trends or demands, commitments, events or uncertainties that are reasonably likely to result in a decrease in liquidity of our assets. We may require additional capital to respond to technological advancements, competitive dynamics or technologies, business opportunities, challenges, acquisitions or unforeseen circumstances and in either the short-term or long-term may determine to engage in equity or debt financings or enter into credit facilities for other reasons. If we are unable to obtain adequate financing or financing on terms satisfactory to us, when we require it, our ability to continue to grow or support our business and to respond to business challenges could be significantly limited. In particular, inflationary pressures and interest rates, and the conflicts in Eastern Europe and in the Middle East have resulted in, and may continue to result in, significant disruption and volatility in the global financial markets, reducing our ability to access capital. If we are unable to raise additional funds when or on the terms desired, our business, financial condition and results of operations could be adversely affected.

As of June 30, 2023 and March 31, 2023, the Company's cash on hand was $6,939,727 and $8,344,706, respectively. The Company recorded a net loss of $1,315,902 and $2,903,776 for the three months ended June 30, 2023 and 2022, respectively. As of June 30, 2023 and March 31, 2023, the Company had working capital of $19,301,993 and $20,303,090 and stockholders' equity of $23,130,268 and $24,316,570, respectively.

Our principal source of liquidity has been from cash flows generated by operating activities and our cash reserves.

Cash Flow Activities for the Three Months Ended June 30, 2023 Compared to the Three Months Ended June 30, 2022

The following table summarizes our sources and uses of cash for the three months ended June 30, 2023 and 2022:

	For the Three Months Ended June 30, 2023	For the Three Months Ended June 30, 2022	Period-to-Period Change
Cash flows used in:			
Operating activities	$ (1,376,666)	$ (1,155,245)	$ (221,421)
Investing activities	(28,313)	(57,136)	28,823
Decrease in cash	$ (1,404,979)	$ (1,212,381	$ (192,598)

Net cash used in operating activities was $1,376,666 for the three months ended June 30, 2023, compared to $1,155,245 for the three months ended June 30, 2022. The period over period increase in use of cash of $221,421 was primarily attributable to an increase in the payment of the accrued cash bonus during the current period.

Net cash used in investing activities was $28,313 for the three months ended June 30, 2023, a decrease of $28,823, as compared to a use of $57,136 for the three months ended June 30, 2022. The decrease in cash used in investing activities during the three months ended June 30, 2023 was principally due to decreases in purchase of property and equipment.

There were no financing activities during the three months ended June 30, 2023 or 2022.

Backlog of Orders

The backlog of orders for the Company's products amounted to approximately $13,837,000 at June 30, 2023 as compared to approximately $9,537,000 at June 30, 2022. The orders in backlog at June 30, 2023 are expected to ship over the next twelve months depending on customer requirements and product availability.

Inflation

In the opinion of management, inflation has continued to impact the costs of our operations and depending upon the current duration and degree of higher inflation levels, is expected to have an impact upon our operations in the future. Management will continue to monitor inflation and evaluate the possible future effects of inflation on our business and operations.

Item 3. Qualitative and Quantitative Disclosures about Market Risk

Not applicable.

Item 4. Controls and Procedures

Management's Evaluation of our Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as defined in paragraph (e) of Rules 13a-15 and 15d-15 under the Exchange Act) designed to ensure that the information we are required to disclose in reports that we file or furnish under the Exchange Act is recorded, processed, summarized and reported within the time periods specified under the rules and forms of the SEC. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that such information is accumulated and communicated to our management, including our Chief Executive Officer and our Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosures.

As required by paragraph (b) of Rules 13a-15 and 15d-15 under the Exchange Act, our management, with the participation of our Chief Executive Officer (our principal executive officer) and our Chief Financial Officer (our principal financial officer) carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as of as of the end of the period covered by this Quarterly Report on Form 10-Q. Our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Our principal executive and principal financial officer have concluded based upon the evaluation described above that, as of June 30, 2023, our disclosure controls and procedures were not effective at the reasonable assurance level.

Management has used the framework set forth in the report entitled Internal Control—Integrated Framework published by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), known as COSO, to evaluate the effectiveness of our internal control over financial reporting.

As of June 30, 2023, the following material weaknesses were identified:

- Certain of the Company's controls associated with reconciliations of inventory and cost of products sold were not operating effectively. These deficiencies, combined with inadequate compensating review controls represent a material weakness in the Company's internal control over financial reporting.

- The Company has not established an effective control environment due to the ineffective design and implementation of Information Technology General Controls ("ITGC"). The Company's ITGC deficiencies included improperly designed controls pertaining to user access rights over systems that are critical to the Company's system of financial reporting. The ITGC deficiencies, combined with a lack of properly designed management review controls to compensate for these deficiencies, represent a material weakness in the Company's internal control over financial reporting.

Management is actively engaged in the planning for and implementation of remediation efforts to address the identified material weaknesses. The remediation plan includes (i) the engaging of additional experienced financial resources, (ii) the development and implementation of enhanced controls designed to evaluate the appropriateness of policies and procedures, (iii) the implementation of review and monitoring of transactions to ensure compliance with the new policies and procedures, (iv) improvements in the design and implementation of enhanced monitoring of ITGC controls, and (v) the enhanced training of personnel.

Changes in Internal Controls Over Financial Reporting

There were no changes in our internal controls over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act) identified in connection with the evaluation of our internal controls that occurred during the fiscal quarter ended June 30, 2023 that materially affected, or are reasonably likely to materially affect our internal controls over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

There are no legal proceedings that have occurred within the past year concerning our directors, or control persons which involved a criminal conviction, a criminal proceeding, an administrative or civil proceeding limiting one's participation in the securities or banking industries, or a finding of securities or commodities law violations.

On August 17, 2022, the SEC issued an Order Instituting Administrative Proceedings and Notice of Hearing pursuant to Section 12(j) of the Exchange Act. The stated purpose of the administrative proceeding is for the Commission to determine whether it is necessary and appropriate for the protection of investors to suspend for a period not exceeding twelve months, or revoke the registration of each class of securities registered pursuant to Section 12 of the Exchange Act of the Company. The Company filed an Answer in the proceeding on October 3, 2022 and on October 13, 2022 we conducted a prehearing conference with SEC staff in the Division of Enforcement. On March 1, 2023 the SEC's Division of Enforcement filed a Motion for Summary Disposition, on March 15, 2023, IEH filed an opposition brief to the SEC Division of Enforcement's Motion for Summary Disposition, and on March 29, 2023, the SEC's Division of Enforcement filed a Reply in Support of its Motion for Summary Disposition. The Commission will issue a decision on the basis of the record in the proceeding.

Item 1A. Risk Factors

Our operations and financial results are subject to various risks and uncertainties, including those described in Part I, Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the year ended March 30, 2023 which could adversely affect our business, financial condition, results of operations, cash flows, and the trading price of our common and capital stock. Except as set forth below, as of the date of this Quarterly Report on Form 10-Q, there have been no material changes to our risk factors previously disclosed in our Exchange Act Reports.

Item 2. Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securities

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

None.

Item 6. Exhibits

The exhibits filed as part of this Quarterly Report on Form 10-Q are set forth on the Exhibit Index, which Exhibit Index is incorporated herein by reference.

EXHIBIT INDEX

Exhibit No.	Description
3.1	Amended and Restated Certificate of Incorporation of the Company (filed as Exhibit C-4 to Current Report on Form 8-K, dated February 27, 1991).
3.2	By-Laws of the Company (filed as Exhibit 3.2 on Annual Report on Form 10-KSB for the fiscal year ended March 27, 1994).
4.1	Form of Common Stock Certificate of the Company (filed as Exhibit 4.1 on Annual Report on Form 10-KSB for the fiscal year ended March 27, 1994).
4.2	Description of Securities (filed as Exhibit 4.2 on Annual Report on Form 10-K for the fiscal year ended March 31, 2022 on June 22, 2023).
10.1(†)*	Employment Agreement between the Company and Subrata Purkayastha dated as of June 1, 2023.
10.2(†)	Employment Agreement between the Company and Subrata Purkayastha made as of October 26, 2023 and effective as of November 1, 2023 (previously filed as Exhibit 10.1 to the Current Report on Form 8-K filed on November 7, 2023)
31.1*	Certification of Chief Executive Officer pursuant to Section 17 CFR 240.13a-14(a) or 17 CFR 240.15d-14(a) pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer pursuant to Section 17 CFR 240.13a-14(a) or 17 CFR 240.15d-14(a) pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1**	Certifications by Chief Executive Officer and Principal Financial Officer, pursuant to 17 CFR 240.13a-14(b) or 17 CFR 240.15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.1*	The following information from IEH Corporation's Quarterly Report on Form 10-Q for the quarter ended June 30, 2023, formatted in Inline XBRL (Extensible Business Reporting language) and filed electronically herewith: (i) the Balance Sheets; (ii) the Statements of Operations; (iii) the Statements of Stockholders' Equity; (iv) the Statements of Cash Flow; and (v) the Notes to Financial Statements.
101.INS*	Interactive Data Files pursuant to Rule 405 of Regulation S-T formatted in Inline Extensible Business Reporting Language ("Inline XBRL")
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)

* Exhibits filed herewith.
** Exhibits furnished herewith.
† Indicates management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

IEH CORPORATION

Dated: November 30, 2023

By: /s/ David Offerman
David Offerman
Chairman of the Board, President and
Chief Executive Officer (Principal Executive Officer)

/s/ Subrata Purkayastha
Subrata Purkayastha, Chief Financial Officer
(Principal Financial Officer)

EMPLOYMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of the 1st day of June, 2023 (the "Effective Date") by and between Subrata Purkayastha (the "Employee") and IEH Corporation, a New York corporation (the "Company").

W I T N E S S E T H:

WHEREAS, the Company and its subsidiaries, if any, are engaged in the business of designing, developing and manufacturing printed circuit and plastic circular connectors for high performance applications utilizing the HYPERBOLOID contact design; and

WHEREAS, the Employee desires to be employed by the Company as the Interim Chief Financial Officer and Interim Treasurer of the Company, and the Company desires to employ the Employee and secure for the Company the experience, ability and services of the Employee;

WHEREAS, the Employee desires to become employed by the Company, pursuant to the terms and conditions herein set forth, superseding all prior oral and written employment agreements, and term sheets and letters between the Company, its subsidiaries (if any) and/or predecessors and Employee; and

WHEREAS, this Agreement supersedes any and all prior oral and written agreements and writings between the Employee and the Company.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE I
DEFINITIONS

1.1 *Accrued Compensation.* "Accrued Compensation" shall mean an amount which shall include all amounts earned or accrued through the Termination Date (as defined below) but not paid as of the Termination Date, including: (a) Base Salary; (b) reimbursement for business expenses incurred by the Employee on behalf of the Company, pursuant to the Company's expense reimbursement policy in effect at such time; (c) vacation pay; and (d) unpaid bonuses and incentive compensation earned and awarded prior to the Termination Date.

1.2 *Cause.* "Cause" shall mean: (a) willful disobedience by the Employee of a material and lawful instruction of the Chief Executive Officer or Board of Directors of the Company (the "Board"); (b) formal charge, indictment or conviction of the Employee of any misdemeanor involving fraud or embezzlement or similar crime, or any felony; (c) conduct amounting to fraud, dishonesty, gross negligence, willful misconduct or recurring insubordination; or (d) excessive absences from work, other than for illness or Disability; provided that the Company shall not have the right to terminate the employment of Employee pursuant to the foregoing clauses (a), (c), and (d) above unless written notice specifying such breach shall have been given to the Employee and, in the case of breach which is capable of being cured, the Employee shall have failed to cure such breach within 30 days after her receipt of such notice.

1.3 *Continuation Benefits.* "Continuation Benefits" shall be the continuation of the Benefits, as defined in Section 5.1, for the period commencing on the Termination Date and terminating six (6) months thereafter, or such other period as specifically stated by this agreement (the "Continuation Period") at the Company's expense on behalf of the Employee and her dependents; provided, however, that: (a) in no event shall the Continuation Period exceed six (6) months from the Termination Date; and (b) the level and availability of benefits provided during the Continuation Period shall at all times be subject to the post-employment conversion or portability provisions of the benefit plans. The Company's obligation hereunder with respect to the foregoing benefits shall also be limited to the extent that if the Employee obtains any such benefits pursuant to a subsequent employer's benefit plans, the Company may reduce the coverage of any benefits it is required to provide the Employee hereunder as long as the aggregate coverage and benefits of the combined benefit plans is no less favorable to the Employee than the coverage and benefits required to be provided hereunder. This definition of Continuation Benefits shall not be interpreted so as to limit any benefits to which the Employee, her dependents or beneficiaries may be entitled under any of the Company's employee benefit plans, programs or practices following the Employee's termination of employment, including, without limitation, retiree medical and life insurance benefits.

1.4 *Disability*. "Disability" shall mean a physical or mental infirmity which impairs the Employee's ability to substantially perform her duties with the Company for a period of sixty (60) consecutive days and the Employee has not returned to her full time employment prior to the Termination Date as stated in the "Notice of Termination" (as defined below).

1.5 *Notice of Termination.* A "Notice of Termination" shall mean a written notice from the Company, or the Employee, of termination of the Employee's employment which indicates the provision in this Agreement relied upon, if any and which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated. A Notice of Termination served by the Company shall specify the effective date of termination.

1.6 *Pro Rata Bonus.* "Pro Rata Bonus" shall mean an amount equal to the maximum bonus Employee had an opportunity to earn pursuant to Section 4.2 multiplied by a fraction, the numerator of which shall be the number of days from the commencement of the fiscal year to the Termination Date, and the denominator of which shall be the number of days in the fiscal year in which Employee was terminated.

1.7 *Severance Payment.* "Severance Payment" shall mean an amount equal to the sum of six (6) months of Employee's Base Salary in effect on the Termination Date. The Severance Payment shall be payable in equal installments on each of the Company's regular pay dates for executives during the six (6) months commencing on the first regular executive pay date following the Termination Date. The Severance Payment is conditioned on the Employee executing a termination agreement and release in a form reasonably acceptable to the Employee and the Company.

1.8 *Termination Date.* "Termination Date" shall mean: (a) in the case of the Employee's death, her date of death; (b) in the case of termination of employment on or after the Expiration Date, the last day of employment; and (c) in all other cases, the date specified in the Notice of Termination; *provided, however*, if the Employee's employment is terminated by the Company for any reason except Cause, the date specified in the Notice of Termination shall be at least 30 days from the date the Notice of Termination is given to the Employee, and provided further that in the case of Disability, the Employee shall not have returned to the full-time performance of her duties during such period of at least 30 days.

ARTICLE II
EMPLOYMENT

2.1 Upon the terms and subject to the conditions of this Agreement, the Company hereby agrees to employ the Employee, and the Employee hereby agrees to become employed, as Interim Treasurer and Interim Chief Financial Officer of the Company. The Employee's position includes acting as an officer and/or director of any of the Company's subsidiaries, if any, as determined by the Board of Directors.

ARTICLE III
DUTIES

3.1 The Employee shall, during the term of her employment with the Company, and subject to the direction and control of the Company's Chief Executive Officer and the Board of Directors, report directly to the Board of Directors and shall exercise such authority, perform such executive duties and functions and discharge such responsibilities as are reasonably associated with his executive position or as may be reasonably assigned or delegated to her from time to time by the Company's Chief Executive Officer and the Board of Directors, consistent with her position as Interim Treasurer and Interim Chief Financial Officer.

3.2 The Employee shall perform, in conjunction with the Company's executive management, to the best of her ability the following services and duties for the Company and its subsidiary corporations (by way of example, and not by way of limitation):

(a) Those duties attendant to the position of Interim Treasurer and Interim Chief Financial Officer:

(b) Establish and implement current and long-range objectives, plans, and policies, subject to the approval of the Company's Chief Executive Officer and the Board of Directors;

(c) Financial planning including the development of, liaison with, financing sources and investment bankers;

(d) Managerial oversight of the Company's accounting department;

(e) Primary responsibility for the preparation and filing of all financial activity reports with federal and state regulatory authorities;

(f) Acquiring appropriate insurance coverage to safeguard Company's assets (excluding workers' compensation coverage and medical benefits);

(g) Evaluation and integration of acquisitions, joint ventures, and other opportunities;

(h) Promotion of the relationships of the Company with its respective employees, customers, suppliers and others in the business community;

(i) Shareholder relations; and

(j) Compliance with local, state and federal regulations and laws governing business operations.

3.3 The Employee agrees to devote full business time and her best efforts in the performance of her duties for the Company.

3.4 Employee shall undertake regular travel to the Company's executive and operational offices, and such other occasional travel within or outside the United States as is or may be reasonably necessary in the interests of the Company.

ARTICLE IV
COMPENSATION AND BENEFITS

4.1 During the term of this Agreement, Employee shall be compensated initially at the rate of $200,000 per annum, subject to such increases, if any, as determined by the Chief Executive Officer and the Compensation Committee of the Board of Directors (the "Committee"), in its discretion, at the commencement of each of the Company's fiscal years during the term of this Agreement (the "Base Salary"). The Base Salary shall be paid to the Employee in accordance with the Company's regular executive payroll periods.

4.2 Employee may receive a bonus (the "Bonus") in the sole discretion of the Committee in accordance with the following parameters:

(a) Employee will have an opportunity to earn a cash Bonus during her employment. The Bonus will be based on performance targets and other key objectives established by the Committee, and the determination of whether the performance criteria shall have been attained shall be solely in the discretion of the Committee.

4.3 The Company shall deduct from Employee's compensation all federal, state, and local taxes which it may now or hereafter be required to deduct.

4.4 Employee may receive such other additional compensation as may be determined from time to time by the Committee, including bonuses and other long term compensation plans. Nothing herein shall be deemed or construed to require the Committee, to award any bonus or additional compensation.

4.5 Notwithstanding any other provisions in this Agreement to the contrary, the Employee agrees and acknowledges that any incentive-based compensation, or any other compensation, paid or payable to Employee pursuant to this Agreement or any other agreement or arrangement with the Company which is subject to recoupment or clawback under any applicable law, government regulation, or stock exchange listing requirement, including without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act and such regulations as may be promulgated thereunder by the Securities and Exchange Commission, will be subject to such deductions and clawback (recovery) as may be required to be made pursuant to applicable law, government regulation, stock exchange listing requirement or any policy of the Company adopted pursuant to any such law, government regulation, or stock exchange listing requirement. This section shall survive the termination of this Agreement for a period of three (3) years.

4.6 During the term hereof, the Company shall provide Employee with the following benefits (the "Benefits"): (a) group health care and insurance benefits as generally made available to the Company's senior management; (b) travel expenses, including a gas allowance and payment of an EZ Pass during the term of this Agreement and (c) such other insurance benefits obtained by the Company and made generally available to the Company's senior management. The Company shall reimburse Employee, upon presentation of appropriate vouchers, for all reasonable business expenses incurred by Employee on behalf of the Company upon presentation of suitable documentation.

4.7 For the term of this Agreement, Employee shall be entitled to paid vacation (paid time off) at the rate of three (3) weeks per annum plus five (5) sick days in accordance with the laws of the State of New York.

ARTICLE V
NON-DISCLOSURE

5.1 The Employee shall not, at any time during or after the termination of her employment hereunder, except when acting on behalf of and with the authorization of the Company, make use of or disclose to any person, corporation, or other entity, for any purpose whatsoever, any trade secret or other confidential information concerning the Company's business, finances, marketing, accounting, personnel and/or staffing business of the Company and its subsidiaries, including information relating to any customer of the Company or pool of temporary or permanent employees, governmental customer or any other nonpublic business information of the Company and/or its subsidiaries learned as a consequence of Employee's employment with the Company (collectively referred to as the "Proprietary Information"). For the purposes of this Agreement, trade secrets and confidential information shall mean information disclosed to the Employee or known by him as a consequence of her employment by the Company, whether or not pursuant to this Agreement, and not generally known in the industry. The Employee acknowledges that Proprietary Information, trade secrets and other items of confidential information, as they may exist from time to time, are valuable and unique assets of the Company, and that disclosure of any such information would cause substantial injury to the Company. Trade secrets and confidential information shall cease to be trade secrets or confidential information, as applicable, at such time as such information becomes public other than through disclosure, directly or indirectly, by Employee in violation of this Agreement.

5.2 If Employee is requested or required (by oral questions, interrogatories, requests for information or document subpoenas, civil investigative demands, or similar process) to disclose any Proprietary Information, Employee shall, unless prohibited by law, promptly notify the Company of such request(s) so that the Company may seek an appropriate protective order. Notwithstanding the foregoing, Employee understands that nothing contained in this Agreement limits Employee's ability from reporting possible violations of federal law or regulation to any federal, state or local governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, or any agency Inspector General ("Government Agencies"), or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Employee further understands that this Agreement does not limit Employee's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Agreement does not limit Employee's right to receive an award for information provided to any Government Agencies.

5.3 Except as otherwise may be agreed by the Company in writing, in consideration of the employment of Employee by the Company, and free of any additional obligations of the Company to make additional payment to Employee, Employee hereby agrees to irrevocably assign to the Company any and all of Employee's rights (including patent rights, copyrights, trade secret rights and other rights, throughout the world), title and interest in and to all inventions, software, manuscripts, documentation, improvements or other intellectual property whether or not protectable by any state or federal laws relating to the protection of intellectual property, relating to the present or future business of the Company that are developed by Employee during the term of his/her employment with the Company, either alone or jointly with others, and whether or not developed during normal business hours or arising within the scope of his/her duties of employment. Employee agrees that all such inventions, software, manuscripts, documentation, improvement or other intellectual property shall be and remain the sole and exclusive property of the Company and shall be deemed the product of work for hire. Employee hereby agrees to execute such assignments and other documents as the Company may consider appropriate to vest all right, title and interest therein to the Company and hereby appoints the Company as Employee's attorney-in-fact with full powers to execute such document itself in the event employee fails or is unable to provide the Company with such signed documents. Employee shall also assign to, or as directed by, the Company, all of her right, title and interest in and to any and all inventions and other intellectual property, the full title to which is required to be in the United States government of any of its agencies. The Company shall have all right, title and interest in all research and work product produced by Employee as an employee of the Company, including, but not limited to, all research materials. Notwithstanding the foregoing, this provision does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on Employee's own time unless: (a) the invention relates: (i) to the business of the Company; or (ii) to the Company's actual or demonstrably anticipated research or development; or (b) the invention results from any work performed by Employee for the Company.

ARTICLE VI
RESTRICTIVE COVENANT

6.1 During the term of Employment with the Company, and for a period of two (2) years following termination of employment for any reason, Employee agrees that she will not, directly or indirectly, enter into or become associated with or engage in any other business (whether as a partner, officer, director, shareholder, employee, consultant, or otherwise), which is involved in the business of: (a) designing, developing and manufacturing printed circuit connectors and plastic circular connectors for high performance applications utilizing the HYPERBOLOID contact design; or (b) is otherwise engaged in the same or similar business as the Company in direct competition with the Company, or which the Company was in the process of developing, during the tenure of Employee's employment by the Company (collectively, a "Competitive Business"). Notwithstanding the foregoing, the ownership by Employee of less than five (5%) percent of the shares of any publicly held corporation shall not violate the provisions of this Article VI.

6.2 In furtherance of, and in addition to, Section 6.1, during the period of non-competition specified in Section 6.1 (the "Restricted Period"), Employee shall not during the Restricted Period, directly or indirectly, whether as a principal, agent, employee, independent contractor, employer, partner or shareholder, in connection with or related to any Competitive Business, solicit: (a) any actual customers, partners or contracts addressed by the Company during the tenure of Employee's employment; or (b) any customers, partners or contracts that were within the Company's business development pipeline within the 24-month period ending on the effective date of the termination of employment. In addition, Employee will not during the Restricted Period, either directly or indirectly, whether as a principal, agent, employee, independent contractor, employer, partner or shareholder, solicit, hire, attempt to solicit or hire, or participate in any attempt to solicit or hire, any person who is employed by the Company or retained as a consultant by the Company (or who was employed or retained by the Company within 24 months of the Termination Date or who was being actively recruited by the Company) to: (A) terminate his employment or engagement with the Company; (B) accept employment or engagement with anyone other than the Company; or (C) in any manner interfere with the business of the Company.

6.3 Employee hereby acknowledges that the covenants and agreements contained in Article V and Article VI of this Agreement (the "Restrictive Covenants") are reasonable and valid in all respects and that the Company is entering into this Agreement, *inter alia*, on such acknowledgement. If Employee breaches, or threatens to commit a breach, of any of the Restrictive Covenants, the Company shall have the following rights and remedies, each of which rights and remedies shall be independent of the other and severally enforceable, and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity: (a) the right and remedy to have the Restrictive Covenants specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company; (b) the right and remedy to require Employee to account for and pay over to the Company such damages as are recoverable at law as the result of any transactions constituting a breach of any of the Restrictive Covenants; (c) if any court determines that any of the Restrictive Covenants, or any part thereof, is invalid or unenforceable, the remainder of the Restrictive Covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portions; and (d) if any court construes any of the Restrictive Covenants, or any part thereof, to be unenforceable because of the duration of such provision or the area covered thereby, such court shall have the power to reduce the duration or area of such provision and, in its reduced form, such provision shall then be enforceable and shall be enforced. The parties intend to and hereby confer jurisdiction to enforce the Restrictive Covenants upon the courts of any jurisdiction within the geographical scope of such Restrictive Covenants. If the courts of any one or more such jurisdictions hold the Restrictive Covenants wholly unenforceable by reason of the breadth of such scope or otherwise, it is the intention of the parties that such determination not bar or in any way affect the Company's right to the relief provided above in the courts of any other jurisdiction, within the geographical scope of such Restrictive Covenants, as to breaches of such Restrictive Covenants in such other respective jurisdiction such Restrictive Covenants as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants.

ARTICLE VII
TERM

7.1 This Agreement shall be for a term (the "Initial Term") commencing on the Effective Date as set forth above (the "Commencement Date") and terminating on November 30, 2023 (the "Expiration Date"), unless sooner terminated upon the death of the Employee, or as otherwise provided herein.

7.2 Unless this Agreement is earlier terminated pursuant to the terms hereof, the Company agrees to use its best efforts to notify Employee in writing of the Company's intention to continue Employee's employment after the Expiration Date no less than sixty (60) days prior to the Expiration Date. In the event the Company either: (a) fails to notify the Employee in accordance with this Section 7.2; (b) notifies Employee that it does not intend to continue the Employee's employment after the Expiration Date; or (c) after notifying the Employee pursuant to Section 7.2, fails to reach an agreement on a new employment agreement prior to the Expiration Date, then upon termination of the Employee's employment on or after the Expiration Date for any reason except Cause, the Company shall pay Employee any Accrued Compensation and the Continuation Benefits.

ARTICLE VIII
TERMINATION

8.1 The Company may terminate this Agreement by giving a Notice of Termination to the Employee in accordance with this Agreement:

(a) for Cause;

(b) without Cause; and

(c) for Disability.

8.2 Employee may terminate this Agreement by giving a Notice of Termination to the Company in accordance with this Agreement, at any time, with or without any specified reason.

8.3 If the Employee's employment with the Company shall be terminated, the Company shall pay and/or provide to the Employee (or in the case of her death, to her heirs and beneficiaries) the following compensation and benefits in lieu of any other compensation or benefits arising under this Agreement or otherwise:

(a) if the Employee was terminated by the Company for Cause: the Accrued Compensation;

(b) if the Employee was terminated by the Company for Disability: (i) the Continuation Benefits; and (ii) the Accrued Compensation;

(c) if termination was due to the Employee's death: (i) the Accrued Compensation; and (ii) the Continuation Benefits;

(d) if the Employee was terminated by the Company without Cause:(i) the Accrued Compensation; (ii) the Severance Payment; and (iii) the Continuation Benefits; or

(e) if the Employees terminates her employment with the Company for any reason or no reason, the Employee shall be entitled to the Accrued Compensation.

8.4 The amounts payable under this Section 8, shall be paid as follows:

(a) Accrued Compensation shall be paid to the Employee (or in the case of her death, to her heirs and beneficiaries) within five (5) business days after the Employee's Termination Date (or earlier, if required by applicable law);

(b) If the Continuation Benefits are paid in cash, the payments shall be made to the Employee (or in the case of her death, to her heirs and beneficiaries) on the first day of each month during the Continuation Period (or earlier, if required by applicable law); and

(c) The Severance Payment shall be payable to the Employee in equal installments on each of the Company's regular pay dates for executives (or earlier, if required by applicable law) during the six 9month period for which Employee is entitled to the Severance Payment, commencing on the first regular executive pay date following the Termination Date.

8.5 The Employee shall not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise and no such payment shall be offset or reduced by the amount of any compensation or benefits provided to the Employee in any subsequent employment except as provided in Section 1.4.

ARTICLE IX
ARBITRATION AND INDEMNIFICATION

9.1 Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof, with the sole exception of any claim, breach, or violation arising under Articles V or VI hereof, shall be shall first be settled through good faith negotiation. If the dispute cannot be settled through negotiation, the parties agree to attempt in good faith to settle the dispute by mediation administered by JAMS. If the parties are unsuccessful at resolving the dispute through mediation, the parties agree to final and binding arbitration before a three-member arbitration panel in the State of New York, Kings County, in accordance with the Rules of the American Arbitration Association (the "Association") then in effect. The arbitrators shall be selected by the Association and each shall be an attorney-at-law experienced in the field of corporate and/or employment law. However, the parties explicitly agree to appellate review of any such award by a court of competent jurisdiction. Thus, any arbitration award may be entered in any court of competent jurisdiction in the State of New York, Kings County, provided that in the event that a party moves to confirm or vacate the arbitration award, the parties agree that the applicable standard of review shall be *de novo.*

9.2 The Company hereby agrees to indemnify, defend, and hold harmless the Employee for any and all claims arising from or related to her employment by the Company at any time asserted, at any place asserted, to the fullest extent permitted by law, except for claims based on Employee's fraud, deceit or willfulness. The Company shall maintain such insurance as is necessary and reasonable to protect the Employee from any and all claims arising from or in connection with her employment by the Company during the term of Employee's employment with the Company and for a period of six (6) years after the date of termination of employment for any reason. The provisions of this Section 9.2 are in addition to and not in lieu of any indemnification, defense or other benefit to which Employee may be entitled by statute, regulation, common law or otherwise.

ARTICLE X
SEVERABILITY

10.1 If any provision of this Agreement shall be held invalid and unenforceable, the remainder of this Agreement shall remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect in all other circumstances.

ARTICLE XI
NOTICE

11.1 For the purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when: (a) personally delivered; or (b) sent by: (i) a nationally recognized overnight courier service; or (ii) certified mail, return receipt requested, postage prepaid and in each case addressed to the respective addresses as set forth below or to any such other address as the party to receive the notice shall advise by due notice given in accordance with this paragraph. All notices and communications shall be deemed to have been received on: (A) if delivered by personal service, the date of delivery thereof; (B) if delivered by a nationally recognized overnight courier service, on the first (1^{st}) business day following deposit with such courier service; or (C) on the third business day after the mailing thereof via certified mail. Notwithstanding the foregoing, any notice of change of address shall be effective only upon receipt.

The current addresses of the parties are as follows:

IF TO THE COMPANY:	IEH Corporation 140 58^{th} Street Suite 8E Brooklyn, New York 11220 Attention: Chief Executive Officer
WITH A COPY TO:	Steven L. Glauberman, Esq. Becker & Poliakoff, LLP 45 Broadway, 17^{th} Floor New York, New York 10006
IF TO THE EMPLOYEE:	Subrata Purkayastha 82 Laurel Hollow Ct. Edison, NJ 08820

ARTICLE XII
BENEFIT

12.1 This Agreement shall inure to, and shall be binding upon, the parties hereto, the successors and assigns of the Company, and the heirs and personal representatives of the Employee. The respective rights and obligations of the parties hereunder shall survive any termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

ARTICLE XIII
AMENDMENTS AND WAIVERS

13.1 No supplement, modification, amendment or waiver of the terms of this Agreement shall be binding on the parties hereto unless executed in writing by the parties to this Agreement. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Any failure to insist upon strict compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver of any such terms or conditions and the waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of construction and validity.

ARTICLE XIV
GOVERNING LAW

14.1 This Agreement has been negotiated and executed in the State of New York which shall govern its construction, validity and enforceability.

ARTICLE XV
JURISDICTION

15.1 Any or all actions or proceedings which may be brought by the Company or Employee under this Agreement shall be brought in courts having a situs within the State of New York, and Employee and the Company each hereby consent to the jurisdiction of any local, state, or federal court located within the State of New York.

ARTICLE XVI
ENTIRE AGREEMENT

16.1 This Agreement sets forth the entire agreement between the parties and supersedes all prior agreements, letters and understandings between the parties, whether oral or written prior to the Effective Date of this Agreement, except for the terms of employee stock option plans, restricted stock grants and option certificates (unless otherwise expressly stated herein).

ARTICLE XVII
INTERPRETATION AND INDEPENDENT REPRESENTATION

17.1 The parties agree that they have both had the opportunity to review and negotiate this Agreement, and that any inconsistency or dispute related to the interpretation of any of the provisions of this Agreement shall not be construed against either party. The headings used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement. The Employee has been advised and had the opportunity to consult with an attorney or other advisor prior to executing this agreement. The Employee understands, confirms and agrees that counsel to the Company (Becker & Poliakoff, LLP) has not acted and is not acting as counsel to the Employee and that Employee has not relied upon any legal advice except as provided by its own counsel.

ARTICLE XVIII
EXECUTION

18.1 This Agreement may be executed in two (2) or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

Remainder of page intentionally left blank; signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their hands and seals the day and year first above written.

IEH CORPORATION

By: /s/ David Offerman
David Offerman
Chief Executive Officer

EMPLOYEE

By: /s/ Subrata Purkayastha
Subrata Purkayastha
Employee

Exhibit 31.1

CERTIFICATIONS

I, David Offerman, certify that:

1. I have reviewed this report on Form 10-Q for the quarter ended June 30, 2023 of IEH Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15 (f)) for the registrant and have:

    a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 30, 2023

/s/ David Offerman

David Offerman
Chairman of the Board
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATIONS

I, Subrata Purkayastha, certify that:

1. I have reviewed this report on Form 10-Q for the quarter ended June 30, 2023 of IEH Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15 (f)) for the registrant and have:

    a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 30, 2023

/s/ Subrata Purkayastha

Subrata Purkayastha
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906 OF
THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of IEH Corporation (the “Company”) on Form 10-Q for the quarter ended June 30, 2023 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned, being, David Offerman, President and Chief Executive Officer (Principal Executive Officer), and Subrata Purkayastha, Chief Financial Officer (Principal Financial Officer), of the Company, respectfully certify, pursuant to 18 U.S.C. ss.1350, as adopted pursuant to ss.906 of the Sarbanes-Oxley Act of 2002, that:

(1) This Report on Form 10-Q fully complies with the requirements of the Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 30, 2023

/s/ David Offerman
David Offerman
Chairman of the Board, President and
Chief Executive Officer
(Principal Executive Officer)

/s/ Subrata Purkayastha
Subrata Purkayastha
Chief Financial Officer
(Principal Financial Officer)

This Certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and shall not be deemed “filed” by the Company for purposes of Section 18 of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of the Report, irrespective of any general incorporation language contained in such filing. A signed original of the written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.