

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2010, by and between **i2E, Inc.** ("i2E"), _____ ("Company") and _____, an individual ("Contractor").

WHEREAS i2E has established a statewide fellowship program known as the i2E Fellows, to serve start-up technology businesses and students with a strong interest in entrepreneurial environments.

WHEREAS providing students exposure to existing start-up companies through the i2E FELLOWS Program will help build a long-term pipeline of entrepreneurs, while helping these companies with short-term business challenges.

WHEREAS Company and Contractor have applied for and been selected to participate in the i2E FELLOWS Program, and have been matched with one another for an i2E FELLOWS project.

THEREFORE, in consideration of the mutual terms and provisions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, i2E, Company and Contractor agree as follows:

1. Services. i2E hereby retains Contractor to perform services for the Company in connection with an i2E FELLOWS project during a **ten-week period beginning on _____, 2010 and ending on _____, 2010.** As part of the Fellowship program, Contractor and Company representative will also attend a one-day orientation in Oklahoma City prior to start of the Fellowship.

2. Performance. Contractor agrees to devote the necessary time and capacities to the performance of his/her services as required under this Agreement. Contractor shall perform such services, assume such responsibilities and devote such time, energy and attention to his services as necessary to achieve the results and standards as Company in its discretion may set; however, the specific manner in which Contractor performs his/her services to reach the desired results and standards shall be determined by the Contractor. Contractor will receive a written evaluation from the Company at the mid-point and at the end of the Fellowship. Contractor agrees to submit a written evaluation of the Fellowship experience at the end of the Fellowship utilizing evaluation criteria and forms that will be provided by i2E.

3. Compensation. For all services rendered by Contractor under this Agreement, i2E shall pay Contractor a **Fellowship stipend of \$_____ for the 10-week Fellowship period.** Contractor shall provide a biweekly invoice to i2E for services rendered during the previous two-week period. i2E will be responsible for 50% of the Fellowship stipend while the Company will be responsible for 50%. i2E will pay 100% of the stipend directly to the student and invoice the Company for its share of the stipend as follows: i2E will invoice the Company for 1/3 of the stipend at the starting date of the Fellowship; 1/3 at the mid-point and 1/3 upon completion of the Fellowship. Company shall provide the workspace and materials necessary to complete the

Fellowship project and shall be responsible for any other company expenses associated with the Fellowship.

4. Relationship of Parties. For purposes of this Agreement, the Contractor shall be considered an “independent contractor” and shall never be considered an employee of i2E or the Company. Other than the extent that the Contractor is required to perform services hereunder, Contractor shall be free to perform such other services as he/she may so desire. Since the Contractor is an independent contractor, and is not an employee, Contractor shall be solely responsible for the payment of any and all taxes, fees or assessments which may be attributable to the compensation paid to him/her pursuant to this Agreement or otherwise due in connection with performance of his/her services, which will include by example, not by limitation, any and all income taxes and employment taxes. Further, at no time during the term of this Agreement will Contractor hold him/herself out to be either an employee or agent of or otherwise acting on behalf of i2E or the Company and at all times he/she shall refer to him/herself as being only an independent contractor of i2E. Contractor acknowledges and agrees that since he/she is an independent contractor and not an employee of i2E or the Company, he/she will make no claim to be classified as an employee of i2E or the Company nor shall he/she make any claim for any employee benefits (or any other benefits) of any kind whatsoever which are offered by i2E or the Company to their employees.

5. Covenant Not to Disclose Confidential Information.

(a) Contractor, may, in the performance of his services hereunder, have access to or be made aware of, certain Confidential Information (as defined herein). Contractor acknowledges and agrees that any and all Confidential Information learned or obtained by Contractor during the term of this Agreement, or otherwise, shall be and is the property of Company and its affiliates.

(b) Contractor shall not disclose, directly or indirectly, and will keep confidential any and all Confidential Information and will not use any Confidential Information, in any manner, other than in connection with Contractor’s discharge of his/her services hereunder. The provisions of this Section 5 shall survive termination of this Agreement for any reason.

(c) Contractor shall return promptly to Company upon the earliest to occur of termination of this Agreement or the Company’s request, any and all copies of Confidential Information and all copies of any documents containing Confidential Information.

(d) For purposes of this Agreement, the term “**Confidential Information**” means all information, data, know-how, systems and procedures of a technical or commercial nature owned by or relating to the Company, whether prior to, during or after the termination or expiration of this Agreement, and all other trade secrets and information of a confidential and proprietary nature, including without limitation, all information relating to the business of the Company.

6. Responsibility for Taxes. The parties have agreed that the Contractor shall perform his/her services under this Agreement in the capacity of an independent contractor. Accordingly, i2E shall report the compensation paid to the Contractor on IRS Form 1099. The Contractor agrees

that he/she will be solely responsible for the payment of all taxes attributable to the amounts paid under this Agreement.

7. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

9. Assignment. This Agreement may not be assigned by Contractor, nor may Contractor delegate his services hereunder.

10. Amendments. This Agreement may not be amended except by an instrument in writing signed by i2E, the Company and the Contractor.

11. No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed as a waiver of such breach.

12. Entire Agreement. The parties acknowledge receipt of a copy of this Agreement and agree that with respect to the subject matter hereof, it is the entire understanding and agreement regarding its subject matter, superseding any and all previous oral and written agreements regarding the relationship between i2E, Contractor and Company. There are no oral representations, understandings or agreements covering the same subject matter.

DATED as of the day and year first above written.

i2E, Inc.

By: _____

Company:

By : _____

Contractor:
