

AGREEMENT FOR SERVICES

This Agreement for Services (“Agreement”) is entered into and dated as of the ____ day of _____, 2009 by and between InCircuits, Incorporated with offices located at 4284 Reiland Lane, Shoreview MN 55126 (hereinafter referred to as the “Consultant”) and _____ with offices located at _____ (hereinafter referred to as the “Company”). Company and Consultant are jointly referred to as the “parties.”

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing Company for services provided approximately every two (2) weeks. Payment will be due in full within fifteen (15) days of Consultant’s invoice date. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Time and Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, food, and long-distance telephone expenses incurred at the Company’s request. Consultant agrees to provide reasonable expense documentation. In addition, Company also agrees to pay Consultant’s then current standard rate for Consultant’s travel time to and from Company locations and/or travel time related to Company business activities. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the “Work”), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a “work made for hire” any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a “work made for hire” or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to

grant an unrestricted, royalty-free license to any affiliate of Company. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from any direct loss, damage, expense or liability that may arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or willful misconduct of Consultant; excluding any infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws. Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim. **NOTWITHSTANDING THE ABOVE, ANY AMOUNTS PAYABLE BY THE CONSULTANT SHALL BE LIMITED TO THE AMOUNTS PREVIOUSLY PAID BY THE COMPANY TO THE CONSULTANT IN ACCORDANCE WITH ONLY THE APPLICABLE EXHIBIT FROM WHICH THE CLAIM(S) ARISE.**
7. Limitation. **IN NO EVENT SHALL COMPANY OR CONSULTANT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR**

CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

Unless otherwise specified, all materials and products developed by Consultant whether or not such materials and products are completed are the property of Company. Consultant warrants and represents that Company shall receive good and marketable title to all materials and products developed under this Agreement, unless otherwise specified in an individual Exhibit, free and clear of all liens, claims, encumbrances and security interests.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.
14. Publicity. Consultant shall not advertise, market or otherwise disclose to others any information relating to this Agreement, nor commercially use Company's name or

trademarks or those of any of its affiliates without Company's express written consent. Company's consent shall not be unreasonably withheld. See the attached consent form.

15. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses as either party shall have notified the other party:

If to Company:

If to Consultant:

InCircuits, Incorporated
4284 Reiland Lane
Shoreview, MN 55126
Attn: Steven R. Stadler

16. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.
17. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.
18. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.
19. Non-Solicitation, Hiring Fee. Each party shall not solicit, engage and/or employ either directly or indirectly, the other party's employees and representatives any time while Consultant is providing services to Company pursuant to this Agreement and for a one (1) year period thereafter. If Company desires to employ a representative of Consultant during this period, Company agrees to notify Consultant in writing of its desire and agrees to provide Consultant with a copy of the proposed terms of employment; in this circumstance, Consultant will agree to waive the non-solicitation restriction set forth in this Section so long as Company agrees to pay Consultant forty percent (40%) of first year compensation of the Consultant's representative as a hiring fee. In addition, Company agrees to provide Consultant with a written copy of the agreed upon terms of that individual's employment by the Company. This hiring fee amount shall be due on or before the hire date of that individual by the Company. Additional hiring fee amounts payable to Consultant, if any, based upon additional compensation paid to the Consultant representative hired by Company as described above shall be payable to the Consultant at the end of that individual's first year of employment by the Company.

- 20. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel time and travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.
- 21. Office Use. To facilitate timely and effective performance of the services under this Agreement, the Company agrees to provide suitable office space to Consultant at applicable Company facilities. In addition, Company agrees to provide Consultant with reasonable and necessary office supplies, access and use of office equipment (i.e., photocopier, telephones), and access and use of Company equipment and systems as mutually agreed upon (i.e. personal computer, fax, copier).
- 22. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

Company:

Consultant: InCircuits, Incorporated

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Print or Type)

Name: Steven R. Stadler

Title: _____
(Print or Type)

Title: President

Date: _____

Date: _____

**Exhibit 1 to
AGREEMENT FOR SERVICES
Between InCircuits, Incorporated and Company**

Exhibit Start Date:

Consultant: The work will be performed by Steven R. Stadler

Rate: \$\$\$ / hour

SERVICES OR REQUIREMENTS:

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The rate per hour shall be firm through completion or termination of the services provided under this Exhibit, or the expiration or termination of the Agreement, whichever occurs first.

The Agreement for Services is dated _____.

Company:

Consultant: InCircuits, Incorporated

(Authorized Signature)

(Authorized Signature)

(Date)

(Date)

CONSENT

Company hereby agrees that Consultant shall have the right to use the following in its marketing and promotional materials:

1. Company's name as a customer (or client) in its list of customers (or clients); and
2. A listing of products and services provided to Company by Consultant in its list of customers (or clients).

This agreement grants no rights to Consultant to use any of Company's logos or trademarks in conjunction with the above.

Company:

Consultant: InCircuits, Incorporated

Authorized Signature

Authorized Signature

Date

Date