



EMPLOYMENT AGREEMENT

AEROTEK CESM, a division of Aerotek, Inc.® ("AEROTEK"), conditionally offers to employ Rodney L. Larson in the capacity of Research Engineer commencing on 5/20/13 at its client, MTS ("Client") for services with the latter for a temporary period, to perform such duties and for such hours of work as may be assigned to you during the term of service.

1. **Ratification** - You understand and acknowledge that this offer of temporary employment with AEROTEK is subject to final approval by the Client and that you shall not be entitled to any wages or employment unless actually hired by AEROTEK to work the specific assignment for the Client pursuant to this agreement. You also understand that this agreement does not go into effect until you actually work on said specific assignment. You acknowledge and understand that your employment with AEROTEK is "at will", with no certain term being offered or promised, and that you or AEROTEK may terminate your employment, with or without cause, at any time. You agree that by reporting or remaining at work after signing this agreement that you have ratified same. In addition, you represent and warrant to AEROTEK that your employment with AEROTEK will not violate the terms or conditions of any other agreement to which you are a party.

2. **Reporting of Hours** - You agree to submit completed time records to the AEROTEK office immediately following completion of your work week, but in no event later than 10:00 a.m. on Monday of each week, written in ink and approved and verified by a Client supervisor, indicating the number of hours worked. You understand and acknowledge that improper preparation of, or falsifying time records may result in disciplinary actions under company policies as well as applicable Federal statutes. Furthermore, you understand your supervisor is prohibited from completing your timecard unless extenuating circumstances exist, such as authorized travel or no access to the internet. If this box is checked ☒, you agree to submit your hours worked electronically and provide a printed approval from the client's electronic time collection system. Failure to submit completed time records before 10:00 a.m. on Monday may, subject to applicable law, result in a delay of payment of wages. You acknowledge that AEROTEK needs completed time records to obtain payment from the Client, and therefore you will accurately complete, sign and assist AEROTEK in gaining Client's approval and verification of your time records each week. You understand and agree that in the absence of complete and accurate time records, AEROTEK cannot accurately determine the number of hours worked and your corresponding wages. Consequently, you also understand and agree that, subject to applicable law, your paycheck may not be released unless your Client approved and verified time records have reached AEROTEK's office. You acknowledge AEROTEK's policy and practice of mandating daily recordation of all hours worked. AEROTEK does not permit "off the clock" work of any similar practice of not recording hours worked. Any requests by the Client or other third party not to record all hours worked or to record hours to an incorrect funding source must be reported in writing by you to AEROTEK.

3. **Compensation** - In consideration of your services, AEROTEK agrees to pay you at the following rates:

(a) \$85.00 per hour for all hours worked (as reflected on time records) effective on the day you report to work at the Client and ending on the day of termination, or discharge of employment, regardless of cause or reason for discharge or termination.

(b) \$85.00 per hour for hours worked (as reflected on time records) in excess of forty (40) per week (or as otherwise required by applicable law). Client-observed holidays, shutdowns, and regularly scheduled days off shall not be considered as time worked for purposes of qualifying for premium rate compensation.

Any business related expenses for which you request reimbursement under Aerotek's accountable plan must be approved in writing by Client and must be substantiated with legible, itemized receipts. Original receipts must be physically turned in to the AEROTEK office or scanned and submitted electronically to your local AEROTEK representative. Any receipts turned in after 90 days of transaction will be deemed untimely and not paid. Any expenses submitted to Aerotek without itemized receipts will not be reimbursed by Aerotek. If you would like a copy of the Aerotek Contract Employee expense reimbursement policy, please contact your AEROTEK representative.

Except as specifically set forth in this Agreement, you acknowledge and agree that you are not entitled to any other compensation or benefits (including, but not limited to, vacation, holidays or personal leave) from AEROTEK.

4. **Restrictive Covenant** - In consideration of the terms of employment and the efforts and costs incurred by AEROTEK, you agree you shall not solicit Client or engage in a like or similar profession or occupation at Client's facility or any other facility at which you are directed to or actually perform services under this agreement, either directly or indirectly, for a period of one hundred eighty (180) days following the termination of your employment under the terms of this agreement, unless specific written authorization has been obtained from AEROTEK. You agree that any violation of this provision will result in you paying to AEROTEK an amount equal to three hundred twenty (320) hours at the hourly rate as stated in 3(a) above as compensation for AEROTEK's efforts and costs incurred in connection with your employment hereunder.

5. **Confidentiality** - You agree not to disclose to anyone, either during or after your employment with AEROTEK, any confidential or proprietary information of any kind obtained by you as a result of your employment without the written consent of executive officers of both the Client and AEROTEK, and you further agree that on leaving the employment of AEROTEK, you will not take with you, without written permission of executive officers of both the Client and AEROTEK, any blueprint, drawing, or other reproduction, property or material of any kind. You also agree to execute any forms or documents required by Client with respect to the foregoing.

6. **Ownership of Work Product** - You agree that you will disclose and assign full and absolute right, title, and interest to the Client of any and all inventions, improvements, or discoveries made by you of any kind or nature whatsoever during the tenure of this agreement, and you will execute any and all documents and instruments necessary to transfer the full and complete title of any such inventions, improvements or discoveries to the Client, and shall assist in any manner possible in obtaining patent letters in the name of said Client covering them. You also agree to execute any forms or documents required by Client with respect to the foregoing.

7. **Indemnification** - You agree to indemnify and save harmless AEROTEK from any and all liability, loss, damage or expense which may be caused by your negligence or failure to perform your duty under the terms of this agreement.

