



MTS CONTRACTOR AGREEMENT (USA Version)

AGREEMENT made this 3rd day of June, 2013 by and between MTS Systems Corporation, including any subsidiary, associated or affiliated companies ("MTS"), a Minnesota corporation, and Rodney L. Larson ("Contractor") of AEROTEK [Insert name of Contractor's employer] ("Consultant"). The parties agree as follows:

1.0 Contract Services. Contractor is an employee of Consultant assigned by Consultant to provide Services (defined below) to MTS. Consultant has entered into a consulting agreement dated [_____, 20__] with MTS (the "Consulting Agreement") to provide MTS with services ("Services") relating to (Provide detailed description including specific definition of acceptable performance required for Consultant to obtain payment for Services. This may be provided in a separate document referenced below and attached hereto):

see attachment

In consideration for MTS entering into the Consulting Agreement with Consultant and allowing Consultant to assign Contractor to provide Services to MTS, Contractor agrees to be bound by the terms of this Agreement.

2.0 Definitions. (a) "Contractor Works" shall mean any and all know how, improvements, discoveries, trade secret information, inventions and copyrightable works first conceived, made, or first reduced to practice by Contractor during the period of Contractor's Service for MTS, which relates directly to the actual or demonstrably anticipated business of MTS or which results from any work performed by Contractor for MTS during and for a period of six (6) months after the period of Contractor's Service for MTS. (b) "Confidential Information" shall mean technical and business information (whether written or not), including but not limited to, trade secrets, intellectual property, know-how, technology, research and development, engineering and manufacturing methods, specifications, processes, techniques, computer hardware or software, chemical composition of materials, applications for particular technologies, materials or designs, vendor names, customer lists, management systems, financial information, employees and sales and marketing plans. All information disclosed to Contractor or to which Contractor has access during the term of this Agreement which Contractor has a reasonable basis to believe is Confidential Information or which is treated by MTS as Confidential Information, shall be presumed to be Confidential Information.

3.0 Confidentiality of MTS Information. Contractor might acquire knowledge of Confidential Information during the course of Service for MTS. Contractor agrees not to use or disclose, directly or indirectly, for Contractor's own benefit or for the benefit of another, either during or after Service for MTS, any such Confidential Information including Confidential Information embodied in Contractor Works; except to the extent authorized by MTS. For the purposes of this section, no information shall be deemed Confidential Information if it (a) is in the public domain or is disclosed to Contractor by a third party without breach of a confidentiality obligation, (b) subsequently comes into the public domain through a source other than Contractor; or (c) was known by Contractor prior to the date of this Agreement or is developed by Contractor independently and without use of any Confidential Information. Upon cessation of Service for MTS or at any time at the request of MTS, Contractor shall turn over to MTS all information and copies thereof that is in Contractor's possession, is the property of MTS and may contain Confidential Information.