

CONFIDENTIALITY AGREEMENT TOURS ONLY

Name: _____ Phone: _____ City: _____
(Please Print Clearly)

Representing: _____

US Synthetic Contact: _____ Dept: _____

I agree that any and all forms of information (e.g., drawings, sketches, written and oral communications, photographs, plans, specifications, data, formulae, processes, apparatus, designs, machinery, prototypes, samples, parts, customer lists, price lists, studies, findings, reports, computer programs, inventions, ideas, or “know how”) relating to US Synthetic’s business (e.g., manufacturing methods, materials, sales data, marketing information, research and development efforts, equipment, superabrasive materials (e.g., polycrystalline diamond, etc.), superabrasive bearing elements and bearing assemblies, superabrasive cutting elements, superabrasive inserts, superabrasive material manufacturing, or roof-bolt drill bits including superabrasive cutting elements, without limitation) are proprietary and confidential to US Synthetic Corporation. Any such information shall be referred to, in this Agreement, as “Confidential Information.”

In consideration for being allowed to tour the manufacturing facilities of US Synthetic Corporation (“USS”), I agree to hold in the strictest confidence Confidential Information which is disclosed to me. For example, I agree not to use the Confidential Information to compete with USS or assist a third party to compete with USS. I agree not to remove any document, equipment or other materials from the premises, and that I will not photograph, capture video recording, capture audio recording, or otherwise record or document any information to which I may have access during my visit.

This Agreement constitutes the final and complete agreement between USS and me concerning the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, and discussions, written or oral, between USS and me with respect thereto.

This Agreement shall be governed and enforced in accordance with laws of the state of Utah, and any litigation between the parties relating to this Agreement shall be conducted exclusively in state or federal court (as appropriate) in Salt Lake City, Utah, and the parties agree to such jurisdiction and exclusive venue.

Visitors Signature: _____ Date: _____