	Quality System Form:	
	Supplier Confidentiality Agreement	
	QSF 7.4.1 (Rev DOB: 8.-08-08)	Revision: A
	Digital Systems Engineering	Print Date: 8/8/2008
Owners: G. Zipperer/ P. Hirschi	Page 1 of 2	

SUPPLIER CONFIDENTIALITY AGREEMENT

Digital Systems Engineering (DSE) (hereinafter called "Buyer") has disclosed or may disclose information and may have loaned or may loan materials, documents, and/or intellectual properties to the other party executing this Agreement (hereinafter called "Supplier") containing information of Buyer, for the purpose of enabling Supplier to:

- (a) quote selling terms for
- (b) sell to
- (c) manufacture for, or
- (d) provide to DSE goods and/or services as requested by DSE.

Whatever shall be furnished by Buyer to Supplier under this Agreement may include any one or all of the following: information, material, documents, and/or intellectual property and shall be believed to be confidential (all of such information, material, documents, and/or intellectual property hereinafter referred to as "Proprietary Matter").

Additionally, selected Suppliers may be offered free access to Buyer facilities to perform certain functions necessary to the operation of said facilities. Such Suppliers may be exposed to Proprietary Matter or Proprietary Manufacturing Techniques, or other documents and/or materials all such being considered by Buyer as confidential and proprietary. Such Suppliers will conform to the conditions detailed in this Agreement.


In consideration of the loan or disclosure of said Proprietary Matter to Supplier, Buyer's consideration of quotes by Supplier, and any purchases by Buyer from Supplier, Supplier shall treat the Proprietary Matter as secret and confidential; shall not disclose or give such Proprietary Matter to others except on written authority of Buyer; shall not use such Proprietary Matter except to the extent necessary for quoting or selling to, manufacturing for, or providing to Buyer such goods and services, and shall disclose such Proprietary Matter and provide such Proprietary Matter only to those of its employees whose use or knowledge of the Proprietary Matter is reasonably necessary for the purpose authorized by Buyer, but in all cases maintaining the confidentiality and secrecy of the Proprietary Matter.

To ensure compliance with this Agreement, Supplier shall assign to one of its responsible and trusted employees the responsibility for secure handling and safe keeping of the Proprietary Matter and said employee will insure that when documents included in such Proprietary Matter are not being used, they are stored in a locked cabinet or file. Any failure of such employee to carry out such responsibility shall not excuse Supplier from its obligation under this Agreement.

Supplier's obligations to treat as secret and confidential hereunder shall not apply:

- (1) to any information known to Supplier prior to its receipt from Buyer;
- (2) to any information becoming generally known to the public through no fault by Supplier, as of the date and to the extent that such information becomes so generally known; and
- (3) to any information received by Supplier from an identified third party not bound by Buyer to maintain such information confidential, as of the date and to the extent that such information should be received from the third party.

Release of the Supplier from its obligations under these conditions specified in this Paragraph shall be evidenced by documents provided to and accepted by Buyer.

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Nothing in this Agreement gives the Supplier the right to manufacture, or have manufactured, parts utilizing the Proprietary Matter covered by this Agreement.

Supplier shall not, unless expressly authorized in writing by Buyer, reproduce, copy or excerpt the documents or any copy thereof, contained within the Proprietary Matter and shall upon request by Buyer return all such documents and any copies thereof.

If a legend or statement appearing on any documents furnished has conditions inconsistent with this Agreement, the terms in this Agreement control but only to the extent necessary to clarify such inconsistency.

Agreed to and executed by:

Company:

DSE Representative Signature

Representative Signature

Print Name

Print Name

Date

Date