



Dynasty Electronic Company, LLC

NON DISCLOSURE AGREEMENT

BMS-ADMIN-F045

1. **Parties.** This Supplier Confidentiality Agreement ("Agreement") executed as of the earliest date of the below signatures ("Effective Date") by and between the customer identified down below at the signature section ("Customer"), and Dynasty Electronic Company, LLC, a California Limited Partnership Company having an address of 1790 E. McFadden Avenue Suite 105, Santa Ana, CA 92705 ("Supplier" or "DEC").
2. **Subject.** Customer and DEC wish to protect all disclosures by Customer to DEC of all Customer information included in or which may be derived from such disclosures ("Disclosed Information"). The contents and the existence of this Agreement are considered confidential information and shall be subject to all confidentiality requirements contained herein.
3. **Purpose.** Customer's disclosures are made for the purpose of, and DEC's use of Disclosed Information shall be limited to, providing quotations for goods and service to Customer and, upon any purchase or service commitment by Customer, to provide goods and/or services to Customer.
4. **Protection of Confidential Information.** DEC shall protect all Disclosed Information it has received or will receive from Customer. DEC shall maintain the confidentiality of the Disclosed Information and shall not disseminate, or publish the Disclosed Information, or use the Disclosed Information in any way except for purposes expressly set forth in this Agreement. Disclosed Information may only be used by DEC and those employees and agents of DEC who need to have knowledge of the Disclosed Information in the course of their employment or agency and in furtherance of the purpose of this Agreement. All employees or agents of DEC who are to be granted access to Disclosed Information shall be under an obligation of confidentiality to DEC and thereby to Customer that is at least as stringent as the requirements of this Agreement.
5. **Samples.** Sample products, equipment or other items provided by Customer to DEC (collectively, "Samples") shall all be deemed Disclosed Information unless Customer informs DEC otherwise in writing. Samples may not be analyzed to determine their composition, design, method of operation, or method of manufacture. Results of testing, modification, or evaluation of Samples are confidential information owned by Customer and must be promptly reported to Customer.
6. **Return of Disclosed Information.** Upon termination of this Agreement and upon receipt of a request by Customer, all Disclosed Information in any form, including without limitation papers, documents, designs, manuals, specifications, prototypes, schematics, software or any other materials or models, shall be returned promptly to Customer.
7. **No Disclosure to Customer.** DEC hereby represents and warrants that it will not share any information with Customer that DEC deems to be a trade secret, proprietary, or otherwise confidential, and that Customer shall have no obligation to protect or keep confidential any information provided to Customer by DEC.
8. **Excluded Information.** This Agreement imposes no obligation upon DEC with respect to any information which: (a) is or becomes publicly known through no wrongful act or breach of this Agreement by the DEC; (b) is already known in its entirety by the DEC at the time of disclosure as exhibited by written records provided to Customer within thirty (30) days of such disclosure; (c) is rightfully received by the DEC from a third party who is not under any obligation of confidentiality to Customer; or (d) is disclosed by the DEC with the prior written approval of Customer.
9. **Termination.** This Agreement shall commence on the Effective Date and terminate five (5) years after the Effective Date. This Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party. The obligations of DEC with respect to Disclosed Information received prior to the date of termination shall, for all time, survive termination of this Agreement.
10. **Additional Obligations.** Neither party is obligated by this Agreement to make any disclosure, prosecute any patent, or sell, purchase, lease, or license any goods, services or technology from the other party.



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11. Injunction. In the event of a breach, or a threatened breach, of the terms of this Agreement by DEC, Customer shall be entitled to an injunction against DEC without showing or proving that it has sustained any actual damage.

12. Attorneys Fees. If any action shall be instituted between Customer and DEC in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party, in addition to any other remedy, reimbursement for reasonable attorney’s fees, court costs, and other related expenses.

13. Venue; Severability. This Agreement is made under and shall be construed according to the laws of California. The parties agree that any suit, action or proceeding arising out of or relating to this Agreement shall be brought in the state or federal courts located in Orange County, California. If any portion of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such portion shall be deleted and all other terms and conditions of this Agreement shall remain in full force and effect.

14. Entire Agreement; Assignment. This Agreement supersedes all prior agreements between the parties covering the subject matter of this Agreement and shall bind all successors and assigns of the parties. Additions to or modifications of this Agreement must be in writing and signed by both parties. Neither party shall assign this agreement without the written consent of the other party, provided however that Customer shall be permitted to assign this agreement without consent to any successor in interest to all or substantially all of the assets to which the Agreement relates.

SUPPLIER (Dynasty Electronic Company, LLC)

Signature: _____ Date: _____

Name & title: Mark Clark, General Manager

CUSTOMER: _____

ADDRESS: _____

Signature: _____ Date: _____

Name & title: _____

A copy of this document is published in PDF format at DEC, LLC’s web site at dec-assembly.com