

May 12, 2023

Federal Communications Commission  
Authorization and Evaluation Division  
7435 Oakland Mills Road  
Columbia, MD 20145

Subject: Confidentiality Request regarding application for certification of FCC ID: 2A289BRMF55

To Whom It May Concern:

Pursuant to Sections 0.457(d) and 0.459 of the commission's rules, we hereby request that the following documents be held as long term confidential:

- Schematics
- Technical/operational description
- Block diagram
- Bill of Materials
- Internal pictures
- User manual
- Tuning Procedure

This Restricted Access of Equipment and Documentation Notice is to inform Timco Engineering, Inc. that access to equipment and related documentation supplied by Atos IT Solutions and Services GmbH is to be restricted to only authorized users in order to ensure the security of the equipment and confidentiality of related documentation at all times. Only designated professionals shall be allowed to maintain or service the equipment.

Atos IT Solutions and Services GmbH is requesting the internal photos be permanently confidential. This no consumer device is inaccessible to the general public and shall be kept in a secured and locked environment.

The reason for this request is that the listed Documents are of a technical nature and are not provided to the consumer because the consumer cannot service the device. Our products will be sold to a limited audience, and we wish the Documents to be inaccessible to the general public at all times.

Appropriate documentation will be made be available only to our partners and integrators only. Designated professionals under the employ of these partners and integrators will be responsible for service and maintenance of our products. Each partner and integrator will be under a non-disclosure agreement with Atos IT Solutions and Services GmbH A sample of this agreement is included below.

Title: Head of Product Development, Lifelink Mission Critical Communication Products

Name: Emmanuel Wensink

Signature:



# NON-DISCLOSURE AGREEMENT

by and between

.....

hereinafter referred to as "Receiving Party"

and

## **Atos IT Solutions and Services GmbH**

Siemensstraße 92

A-1210 Wien

hereinafter referred to as "Atos"

- both hereinafter referred to as "**Party**" or "**Parties**" -

WHEREAS, the parties to this agreement intend to [concrete project] ("Purpose");

WHEREAS, for this Purpose it is anticipated that Atos will disclose to the Receiving Party certain of their proprietary information, which information Atos regards as confidential;

NOW THEREFORE, the parties hereto have entered into the following agreement ("Agreement"):

### **1. Definition "Confidential Information"**

For the purpose of this Agreement "Confidential Information" shall mean any information and data, including but not limited to user manual, internal photos and any other kind of business, commercial or technical information and data disclosed by Atos in connection with the Purpose of this Agreement, irrespective of the medium in which such information or data is embedded.

### **2. Execution of Non Disclosure**

All Confidential Information given by Atos to the Receiving Party pursuant to this Agreement

a) shall be used exclusively for the Purpose of this Agreement, and the Receiving Party shall be permitted to use Confidential Information disclosed to it pursuant to this Agreement only for such sole Purpose, unless otherwise expressly agreed to in writing by Atos;

b) shall not be distributed, disclosed, or disseminated in any way or form by the Receiving Party to anyone except its own or its affiliates' employees, who have a reasonable need to know said Confidential Information and who are bound to confidentiality by their employment agreements or otherwise. Affiliate shall mean any company which controls the Receiving Party, is controlled by the Receiving Party or is under common control with the Receiving Party where control means ownership or control, direct or indirect, of more than fifty percent (50%) of a company's voting capital or having industrial leadership over a company;

c) shall be treated by the Receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the Receiving Party's own information of like importance which is to be kept confidential;

d) shall remain the property of Atos.

### **3. Exceptions**

The obligations as per paragraph 2 shall not apply, however, to any information which:

a) the Receiving Party can demonstrate, is already in the public domain or becomes available to the public through no breach by the Receiving Party of this Agreement;

b) was in the Receiving Party's possession prior to receipt from Atos as proven by its written records;

c) has been independently developed by the Receiving Party as proven by its written records;

d) has been approved for release by written agreement of Atos;

e) is required to be disclosed by law or the rules of any governmental organization.

### **4. Liability for Affiliates and Advisers**

Each Party is liable for infringements by his Affiliates – even when such Affiliate has ceased to be an Affiliate - and/or Advisers as for own infringements.

### **5. Extent of Disclosure**

Nothing herein shall obligate Atos to disclose any particular information.

### **5. Exclusion of Rights**

It is understood that no license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Receiving Party rights therein.

### **6. No Charge, no Warranties**

The Receiving Party is not obligated to pay any remuneration for disclosure of any information under this Agreement and agrees that no warranties or liabilities of any kind are given with respect to such information as well as for any use thereof.

### **7. Effective Date, Duration**

This Agreement shall be effective as of the date of the last signature as written below (the "Effective Date"). This Agreement shall automatically terminate 1 (one) year from its Effective Date. The obligations accrued prior to termination as set forth herein shall survive the termination of this Agreement for a period of 5 (five) years.

### **8. Return, Destruction**

Atos IT Solutions and Services GmbH  
DVR 4003754 FN 357865y Handelsgericht Wien Firmensitz Wien

Siemensstraße 92, 1210 Wien, Österreich

In the case of termination of this Agreement all Confidential Information given by Atos to the Receiving Party pursuant to this Agreement shall be returned to Atos or – according to a special written request by Atos be destroyed by the Receiving Party. The Receiving Party will within 2 (two) weeks return the Confidential Information or confirm to Atos in writing the destruction.

**9. Jurisdiction**

All disputes arising out of or in connection with the present Agreement, including any question regarding its existence, validity or termination, shall be finally settled by the competent court in Vienna.

**10. Governing Law**

This Agreement shall be subject to the substantive law in force in Austria without reference – to its conflicts of law provisions.

**11. Written Form**

The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the parties hereto. The requirement of written form can only be waived in writing.

**12. Assignment**

This Agreement may not be assigned by the Receiving Party without the prior written consent of Atos.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below.

..... Atos IT Solutions and Services GmbH

Date: ..... Date: .....

By: ..... By: .....