



Date: 7/3/2023

Attn: FCC Office of Engineering and Technology / UL Verification Services TCB

Subject: Request for Confidentiality

FCC ID: 2A9VB-PIB260

To Whom It May Concern:

Pursuant to the provisions of Sections 0.457 and 0.459 of the Commission's rules (47 CFR §§ 0.457, 0.459), we are requesting the Commission to withhold the following attachments as confidential document from public disclosure indefinitely, that is long term confidentiality:

- Schematic Diagram
- Parts List
- Block Diagram
- Operational description
- Antenna Specification
- User's manual (non-consumer device – highly technical)
- Internal photos (non-consumer device – professionally installed device)

Above mentioned document contains detailed system and equipment description are considered as proprietary information in operation of the equipment. The public disclosure of above documents might be harmful to our company and would give competitor an unfair advantage in the market.

The EUT is part of our product portfolio consisting exclusively of professional communication devices and periphery designed for and delivered to mobile network operators.

These devices are generally installed by well-trained professional installers under the control of the network operators at locations, where the general public has no access; such as mounted at masts, on building roofs or locked inside telecommunication shelters/rooms serviceable only by the licensee or designated technicians. Besides, the internal part of the equipment is protected by warranty seals, to avoid unauthorized access. Only JMA Wireless' technical personnel is authorized to open the seals to access the equipment.

The highly technical installation guides are only handed-out with the ordered devices to the network operator/professional installer. There is an NDA (Non-Disclosure Agreement) between us and our customer that assures that these instructions will never be made available to third parties.

The above materials contain trade secrets and proprietary information not customarily released to the public. The public disclosure of these matters might be harmful to the applicant and provide unjustified to its competitors.

The applicant understands that pursuant to rule 0.457, disclosure of this application and all accompanying documentation will not be made before the date of the grant for this application.



John Mezzalingua Associates, LLC dba JMA Wireless  
P.O. Box: 580  
Syracuse, New York 13205

Best Regards

**Dated** 7/3/2023

**By:** Alessandro Brunelli ALESSANDRO BRUNELLI  
**Signature** **Printed**

**Title:** CERTIFICATION ENGINEER

**On behalf of :** John Mezzalingua Associates, LLC dba JMA WIRELESS

**Telephone:** +39 051 6946811



## MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made effective as of the **3 July 2023**, by and between **COMPANY NAME**, having a place of business at **COMPANY ADDRESS** ("**COMPANY NAME**") and JOHN MEZZALINGUA ASSOCIATES, LLC D/B/A JMA WIRELESS, having a place of business at 7645 Henry Clay Blvd., Liverpool, NY USA 13088 ("JMA"). **COMPANY NAME** and JMA may be both Discloser and Recipient (each as defined below) during the exchange of information under this Agreement. This Agreement shall apply to both parties' Affiliates and subsidiaries, and any employees and agents thereof. "Affiliate" shall mean a business entity now or hereafter owned, controlled by, controlling or under common control with JMA or **COMPANY NAME**, as applicable.

The parties have expressed a mutual interest in discussing and evaluating a potential transaction and/or business relationship between them (the "Purpose") which may require one party (hereinafter referred to as "Discloser") to disclose confidential information to the other party (herein after referred to as "Recipient"). In order to facilitate the Purpose and induce the parties to disclose and accept such information, the parties agree as follows:

1. Confidential Information. Subject to the exceptions set forth in Section 2 below, Confidential Information shall mean any information, technical data or know-how relating to the business, services or products of Discloser and/or its Affiliates or subsidiaries, including without limitation any research, products, samples, customer lists, plans for future products, services, developments, inventions, processes, techniques, designs, components, parts, documents, drawings, electronic files, data sketches, plans, programs, specifications, software, and/or distribution, engineering, financial, marketing, merchandising, and sales information, personal or otherwise private employee information, and/or other material that is disclosed by Discloser or on its behalf, before or after the date of this Agreement, to Recipient or its employees or agents, directly or indirectly, in writing, orally, electronically, or by drawings or inspection, including all communications between the parties. Confidential Information shall also include any other information or materials marked as "Confidential" by Discloser, and Discloser shall have the right to correct any inadvertent failure to designate information previously provided to Recipient as Confidential Information.
2. Exceptions to Confidentiality Obligations. Confidential Information does not include information which: (a) is already in or subsequently enters the public domain through no fault of Recipient, its Affiliates and/or any of their agents or any other party over whom Recipient has or may otherwise exercise control; (b) is supplied by Discloser to another party without a duty of confidentiality to Discloser; (c) is known to Recipient or is in its possession (as shown by tangible evidence) prior to receipt from Discloser; (d) is developed independently by Recipient (as shown by tangible evidence) by persons who have not had, either directly or indirectly, access to or knowledge of Confidential Information of Discloser; or (e) is lawfully received by Recipient from another party without a duty of confidentiality to Discloser.
3. Non-Disclosure and Non-Use. Recipient acknowledges that the Confidential Information is confidential and proprietary and agrees that it shall not disclose or permit the disclosure of any such information to third parties without prior written consent of Discloser, shall protect such Confidential Information with the same degree of care as Recipient would employ for its own similar information, but under no circumstances less than a reasonable degree of care, and shall



not use such information for any reason other than the Purpose of this Agreement. Recipient also agrees not to disassemble, decompile, reverse engineer, or otherwise deconstruct any Confidential Information, including but not limited to Discloser's software and/or hardware products. Recipient acknowledges and agrees that it will only disclose Confidential Information to employees or agents who have a need to know for satisfying the Purpose, and who are bound to protect such Confidential Information by a written non-disclosure agreement no less stringent than the terms of this Agreement. Recipient will notify all employees and agents who come in contact with Confidential Information of the obligations set forth in this Agreement and will take every measure to ensure compliance with such obligations among its employees and agents.

4. Intellectual Property Rights. In the absence of Discloser's express written consent, Recipient agrees not to seek any intellectual property rights, including patent, trademark, or copyright rights, based on any Confidential Information received from Discloser. Recipient also agrees that it will not use any Confidential Information to challenge the validity, infringement, and/or enforceability of any of Discloser's intellectual property rights, including patent, copyright and trademark rights, in any legal proceeding, action, or suit, including any declaratory judgment proceedings, and/or any reexamination proceedings before any governmental entity having jurisdiction thereover, including, without limitation, the United States Patent and Trademark Office. Nothing in this Agreement shall be construed as granting Recipient a license to any patent, copyright, trademark, or other intellectual property right of Discloser.
5. Export Control Laws. The parties agree that any export-controlled Confidential Information shall not be exported or re-exported, transferred, or otherwise treated, directly or indirectly, in any form, except in compliance with relevant export control laws, such as, for example, U.S. Export Administration Regulations. In the case of US export control laws, this includes, but is not limited to, any transfers of export controlled Confidential Information to non-US nationals, whether such non-US nationals are located in the U.S. or abroad. In addition to the above, in the case that US export control laws apply, export-controlled Confidential Information may not, in the absence of authorization by U.S. and local law and regulations, be used by or exported to: (a) any U.S. sanctioned or embargoed country or to nationals or residents of such countries; or (b) any person, entity, organization or other party identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the Department of State's Debarred Parties List, as published and revised from time to time.
6. Destruction or Return of Confidential Information. Unless otherwise specified in writing, all Confidential Information shall remain the property of Discloser and shall be promptly returned or destroyed at the earliest of: Discloser's request that such Confidential Information be returned or destroyed, Recipient's need for it having expired, or upon termination of this Agreement. Recipient also agrees that upon written request of Discloser, Recipient will confirm in writing that such information has been returned or destroyed, and no copies have been retained. Recipient will not be obligated to destroy any Confidential Information contained in automatic electronic back-up systems, and Recipient may retain copies of any portion of the Confidential Information, subject to the confidentiality terms of this Agreement, in accordance with its ordinary course records retention procedures or as otherwise required for legal or regulatory purposes.
7. Legally Required Disclosure. If Recipient becomes legally compelled (including, without limitation, by oral questions, interrogatories, request for information or documents, subpoena, civil



investigative demand or similar process) to disclose any Confidential Information, to the extent legally permitted, Recipient will provide Discloser with notice of such requirement as soon as practicable and will provide reasonable cooperation to Discloser so that Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, Recipient will furnish only that portion of the Confidential Information which it believes in good faith is required to be disclosed.

8. No Additional Obligations. Nothing in this Agreement shall be construed as obligating either party to purchase or co-develop any technology, property, intellectual property, parts, or services from the other party, or to enter into any further negotiation or agreements.
9. No Representations or Warranties. Recipient acknowledges that Discloser makes no representations or warranties with regard to any Confidential Information disclosed pursuant to this Agreement.
10. Assignment. Neither party may assign this Agreement without prior written permission of the other party.
11. No Prior Agreements. This Agreement supersedes all prior agreements, written or oral, between Discloser and Recipient (or their respective predecessors in interest) relating to the subject matter of this Agreement.
12. Term. This Agreement shall continue from the Effective Date until terminated by either party by giving thirty (30) days' written notice to the other party, provided that Sections 1 – 5 and 12 – 15 shall survive termination of this Agreement. Notwithstanding the foregoing, the obligations imposed on Recipient under this Agreement shall survive until such time as the Confidential Information of Discloser disclosed under this Agreement becomes publicly available and/or made generally known through no action or inaction of Recipient. Obligations concerning trade secrets shall survive as long as such information is considered a trade secret under the Uniform Trade Secrets Act and/or the Defend Trade Secrets Act.
13. Governing Law and Venue. This Agreement shall be governed by the domestic laws of the State of New York, without reference to choice or conflict of law rules otherwise applicable. The parties consent to and agree that the laws of the State of New York shall resolve any interpretation, construction, breach, dispute, or other controversy arising out of, connected with or associated with this Agreement. The place of any action between the parties relating to the subject matter of this Agreement shall take place in Onondaga County, New York. Recipient agrees to indemnify Discloser against all losses, damages, claims or expenses incurred or suffered by Discloser as a result of Recipient's breach of this Agreement (and any breach by Recipient's employees or agents), including costs and disbursements of any action and reasonable attorney's fees.
14. No public statements. Each party agrees not to use any press releases or make any statement on any other public electronic network concerning this Agreement or its purpose without the other party's prior written authorization.



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15. Injunctive Relief. Recipient agrees that its breach or threatened breach of this Agreement may result in irreparable and continuing damage to Discloser, for which there may be no adequate remedy at law and for which Discloser shall be entitled to seek injunction or specific performance.
  
16. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. A scanned, imaged, facsimile or photocopy of this Agreement as executed by the parties shall be deemed to be an original executed copy for all purposes.

**[SIGNATURE PAGE FOLLOWS]**



John Mezzalingua Associates, LLC dba JMA Wireless  
P.O. Box: 580  
Syracuse, New York 13205

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives to be made effective the day first written above.

**For and on behalf of**

**For and on behalf of**

JOHN MEZZALINGUA ASSOCIATES, LLC D/B/A JMA  
WIRELESS

[COMPANY NAME]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title: