

indurad GmbH • Belvedereallee 5 • 52070 Aachen

Federal Communication Commission

Equipment Authorization Division, Application
Processing Branch

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Columbia, MD 21048

contact

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reference

date:

2016, Sept. 09

Request for Confidentiality – Internal Photographs

Grantee Code: 2AJRS

TO WHOM IT MAY CONCERN

Pursuant to Paragraphs §0.457 and 0.459 of the Commission's Rules (47 C.F.R.) and Section §552(b)(4) of the Freedom of Information Act, we request confidentiality for the following products:

FCC ID
2AJRS-iLDR

Model name
iLDR-DNxxx-E1-C1

Please be advised that we request all internal photos and user manuals to be kept confidential.

- This product is a non-consumer device,
- it can be used only as part of indurads measurement solutions,
- the device can't be used standalone,
- It is only serviced by indurad GmbH and its designated technician,
- the warnings on the outside of the device and in the customer confidential datasheet state that warranty is void if the device is opened by unauthorized personnel
- The customer and partner companies mounting the devices at the customers site have signed a NDA stating clearly, that any internal documentation, user manuals and datasheets are only for internal use and must not be published.
- The device is not accessible to the public, as it is only installed on machineries operated on the customers property, e.g., like mobile cranes.

The above exhibits contain our trade secrets and proprietary information that could be of benefit to our competitors and could be used to the disadvantage of the applicant on the market

Attached to the document our standard sample NDA is provided. Any customer or partner company in the past has signed this or a similar NDA.

If you have any questions, please feel free to contact me.

Sincerely,



Dr.-Ing. Matthias Rabel
(Head R&D Embedded Hardware and Sensors)



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Appendix: sample NDA (2pages)

NON-DISCLOSURE AGREEMENT

This Agreement is made this 13th day of May 2015 (the “**Commencement Date**”)

BETWEEN:

1. **xx** registered number **xxx** whose registered office is at **xxx , XXXX XXX**

2. **indurad GmbH**, registered number HRB 14757, whose registered office is at Belvedereallee 5, 52070 Aachen, Germany

jointly referred to as the “**Parties**” and individually by name or as a “**Party**”.

WHEREAS:

The Parties wish to investigate a possible collaboration between them in certain areas of their business (the “**Discussions**”). During the course of the Discussions a Party may need to disclose to the other Party information that it regards as confidential. This Agreement sets out the terms upon which a Party (the “**Disclosing Party**”) will disclose Confidential Information to the other Party (the “**Receiving Party**”).

This Agreement applies to any ideas, information or data of any kind, relating to the Disclosing Party’s technology, research, business, customers or clients, including any contracts or agreements entered into between the Disclosing Party and any third party and all knowledge and expertise such as calculation procedures, data, CAD data, models, software, inventions, designs, user manuals, data sheet, device internal documentation, know-how and all intellectual property rights of any kind, wherever and whenever arising, whether disclosed in writing, orally or by any other means and whether disclosed before or after the Commencement Date (the “**Confidential Information**”).

The Parties agree to enter into this Agreement as follows:

1. USE OF THE CONFIDENTIAL INFORMATION

- 1.1 In consideration of the Disclosing Party disclosing Confidential Information to the Receiving Party, the Receiving Party agrees that all Confidential Information will be held and treated by it in confidence. The Receiving Party shall use Confidential Information only for the purpose of the Discussions and for no other purpose without the prior written consent of the Disclosing Party. The Receiving Party shall only disclose Confidential Information to its parent or holding company and subsidiary companies of that parent or holding company on a worldwide basis (the “**Associated Companies**”) and to such of its or their employees, agents, directors and advisors who need to know for the purposes of the Discussions.
- 1.2 The Receiving Party undertakes to inform its Associated Companies and its and their employees, agents, directors and advisors who receive Confidential Information of the confidential nature of such information and to direct them to treat it as confidential for the purpose described above. The Receiving Party shall be responsible for any breach of this Agreement by any of its Associated Companies or its or their employees, agents, directors or advisors.

2. OBLIGATIONS OF THE RECEIVING PARTY

- 2.1 The Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose Confidential Information to any third party.
- 2.2 During the Term (as defined at Clause 3 below) the Receiving Party shall use all reasonable care to maintain the confidentiality of the Confidential Information. Reasonable care shall mean the degree of care no less than that required by the Receiving Party with respect to its own confidential information of a similar nature to the Confidential Information.
- 2.3 Upon written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party, or destroy, erase or redact, all originals, copies, translations and reproductions, in full or in part, of the Confidential Information in its possession, and shall ensure that all of its Associated Companies do the same. However, the Receiving Party shall be entitled to retain a copy of any Document necessary for its own quality and audit procedures. A director or senior executive of the Receiving Party shall, within five (5) business days of the Disclosing Party’s request, confirm in writing that the Confidential Information has been returned or destroyed in accordance with this Clause 2.3.

3. COMMENCEMENT DATE AND DURATION

This Agreement shall become effective upon the Commencement Date and shall expire after a period of five (5) years after the last date on which any Confidential Information becomes known to the Receiving Party (the “**Term**”).

4. NO REPRESENTATIONS

4.1 Neither of the Parties makes any representation or warranty as to the accuracy or completeness of the Confidential Information, and each of the Parties agree that neither the Disclosing Party nor any of its Associated Companies shall have any liability to the Receiving Party or any of its Associated Companies resulting from any reliance on the Confidential Information.

5. EXCLUSIONS

5.1 Information shall not be considered Confidential Information if a Party shows that:

5.1.1 the information at the time of the disclosure by the Disclosing Party to the Receiving Party was in or subsequently came into the public domain (other than as the result of a breach of the terms of this Agreement by the Receiving Party); or

5.1.2 the information has been lawfully acquired from a third party; or

5.1.3 the information was known by the Receiving Party prior to its disclosure by the Disclosing Party and was not obtained from a third party under an obligation of confidence; or

5.1.4 the Disclosing Party has given prior written consent to the disclosure of the information by the Receiving Party.

6. COMPLIANCE WITH LAWS

The Receiving Party shall not be in breach of this Agreement if the Receiving Party is legally obliged, by an order of a court or other competent judicial authority, to disclose Confidential Information, provided that, to the extent permitted by law, the Receiving Party has notified the Disclosing Party promptly of such a requirement and has permitted the Disclosing Party to take such steps as may be necessary to protect the Confidential Information.

7. GENERAL

7.1 If a court of competent jurisdiction holds any provision of this Agreement to be invalid, void or unenforceable, such provision, or the appropriate part of such provision, shall be deleted from this Agreement, and the remaining provisions shall continue in full force and effect.

7.2 The failure of a Party to enforce any right or remedy arising under the terms of this Agreement shall not amount to a waiver of such right.

7.3 This Agreement sets out the entire understanding of the Parties in respect of their respective rights and obligations relating to the Confidential Information.

7.4 Nothing contained in this Agreement shall create a partnership or a joint venture between the Parties.

7.5 Nothing contained in this Agreement shall prevent either Party from working with third parties.

7.6 Nothing in this Agreement shall grant to the Receiving Party any licence, title or right in the Confidential Information.

8. LAW

8.1 This Agreement is to be governed by and construed in accordance with the laws of Switzerland applicable therein.

8.2 Should any dispute arise out of this Agreement, a director or senior executive of the Parties shall use all reasonable endeavours to negotiate promptly in good faith and amicably settle the dispute.

8.3 Any remaining dispute, controversy or claim arising out of, or in relation to, this contract, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution (www.swissarbitration.org) in force on the date when the Notice of Arbitration is submitted in accordance with these Rules..

This Agreement has been entered into on the Commencement Date:

SIGNED for and on behalf of

XXX

Signature

Name

Title

(Authorised Officer)

Date

SIGNED for and on behalf of

INDURAD GmbH

Signature

Name .

Title

(Authorised Officer)

Date April 13th 2015