



FROM:

PV Hardware Solutions SLU
Av. De la Transición Española, 32
Parque Empresarial Omega, Edificio A
Planta 3
28108 Alcobendas, Madrid (Spain)

TO:

Applus Laboratories
-via email-

On April 11th, 2024

Application Cover Letter Requesting Long-Term Confidentiality

Dear Sirs,

By means of this communication, PV Hardware Solutions, S.L.U. (hereinafter, “PVH”) formally requests to be granted permanent confidentiality in connection with the following application: TC619175 FCC ID: 2BCPR-DBOX5

PVH is a company specialized in the manufacture, installation and supply of trackers and related equipment to be used in solar photovoltaic power generation plants, which are only traded with clients under prior execution of a Non-Disclosure Agreement.

As referred to in paragraph II of the Applus’ Equipment Authorization Confidentiality Request Procedures, by means of this letter, PVH would like to formally inform Applus of its intention to maintain long-term confidentiality.

Please note that the equipment supplied by PVH is installed in photovoltaic plants with third-party access control, which is why all technicians interacting with the equipment, and therefore accessing the user manual, are subject to a Non-Disclosure Agreement.

For that reason, the client cannot access the internal components or the electronic card, as the equipment is supplied with the cover screwed on and a warranty seal to prevent unauthorized opening of the equipment.



Furthermore, the client is not authorized to open the device at any time, as all repairs and maintenance work is carried out by PVH personnel subject to prior Non-Disclosure Agreements.

In light of the above, attached as **Annex 1** PVH's Non-Disclosure Agreement.

For all the foregoing reasons, PVH, in compliance with the requirement of the above-mentioned Applus document, formally requests to convert the confidentiality on the TC619175 FCC app ID: 2BCPR-DBOX5 from short-term to permanent.

Notwithstanding the above, PVH acknowledges that the applicable documentary evidence was public documents and that third party websites may have obtained the information during the period in which it was public, and that the commission has no control over the information contained on non-FCC websites.

We remain at your disposal for any clarification you may need.

Regards

PV Hardware Solutions SLU

By:

A handwritten signature in blue ink, appearing to read 'Oscar Cabrero', enclosed in a rectangular box.

Mr. Oscar Cabrero



Annex 1

NON-DISCLOSURE AGREEMENT

In [place], on [date]

PARTIES

- I. **On the one side, PV HARDWARE SOLUTIONS, S.L.U.**, a Spanish company, with Spanish Tax Identification Number B02467777 and registered offices at Avenida de la Transición Española, 32, Parque Empresarial Omega, Edificio A, 28108, Alcobendas, Madrid (Spain) (“**Company 1**”). Duly represented.
- II. **On the other side, [●]**, a [nationality] company, with [nationality] Tax Identification Number [●], with registered office is at [●] (“**Company 2**”). Duly represented.

Company 1 and Company 2 will be referred to, collectively, as the “**Parties**”, and each of them, as a “**Party**”.

WHEREAS

- I. Company 1 and Company 2 desire to receive from the other Party certain information, including Confidential Information (as defined below), in connection with the discussions between the Parties regarding [●] (the “**Proposed Transaction**”).
- II. In order to regulate the provision of Confidential Information between the Parties, the Parties have agreed to enter into this agreement (the “**Agreement**”), subject to the following

CLAUSES

1 DEFINITIONS AND INTERPRETATION

- 1.1 The background section forms part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement. Any reference to this Agreement shall include the background section.
- 1.2 In this Agreement the following words and expressions shall have the following meanings:
 - (i) **“Authorised Representatives”**: such of the Receiving Party’s directors, officers, employees, agents, professional advisers, provided that such persons (a) have a need to know; and (b) are bound in writing, in at least the same terms as the provided in this Agreement, to protect the confidentiality of such Confidential Information.
 - (ii) **“Confidential Information”**: information provided, orally or in writing by the Disclosing Party to the Receiving Party, whether before or after the Effective Date, that is proprietary or confidential in nature, notwithstanding whether it was identified as such at the time of disclosure, including without limitation:
 - (a) any information that is expressly identified as “confidential,” “restricted” or the like,
 - (b) the terms of this Agreement,
 - (c) the nature of any prospective business relationship between the Parties,
 - (d) all trade secrets,

- (e) existing or contemplated products, services, designs, technology, processes, technical data, engineering, scientific data or materials, techniques, methodologies and concepts and any information related thereto,
- (f) information relating to business plans, sales or marketing methods, pricing, customer information or supplier lists or requirements,
- (g) financial and accounting information, and
- (h) all confidential information related to, or originating from, any third party that is disclosed to Receiving Party by the Disclosing Party.

- (iii) “**Disclosing Party**” means such Party (or its subsidiaries or any company within its Group) disclosing Confidential Information to the other Party.
- (iv) “**Effective Date**”: the date of this Agreement.
- (v) “**Parties**”: the parties to this Agreement.
- (vi) “**Receiving Party**” means such Party (or its subsidiaries or any company within its Group) receiving Confidential Information from the other Party.

2 **CONFIDENTIALITY OBLIGATIONS**

Subject to clause 3, the Receiving Party shall treat as confidential all Confidential Information and protect it from unauthorized access, use or disclosure. The Receiving Party shall treat the Confidential Information as it does its own valuable and sensitive information of a similar nature and, in any event, with not less than a reasonable degree of care, and undertakes that:

- (i) without the prior written consent of the Disclosing Party, no Confidential Information shall be used for any purpose other than in connection with the Receiving Party’s investigation of the viability of the Proposed Transaction, the implementation of the Proposed Transaction, its negotiation and financing;
- (ii) without the prior written consent of the Disclosing Party, no Confidential Information shall be disclosed in whole or in part by the Receiving Party to any third party (other than the Receiving Party’s Authorised Representatives); and
- (iii) the Receiving Party shall use reasonable means to preserve the secrecy of the Confidential Information.

The Receiving Party shall be responsible and liable for the acts or omissions of its employees, agents or contractors with respect to the obligations under this Agreement.

3 **EXCEPTIONS**

The undertakings in clause 2 shall not apply to any Confidential Information:

- (i) which at the time of disclosure is within the public domain; or
- (ii) which falls into the public domain through no fault of the Receiving Party or of any of its Authorised Representatives; or
- (iii) was independently developed by the Receiving Party without access or reference to, or use of, any Confidential Information provided by the Disclosing Party; or

- (iv) which, following disclosure by the Disclosing Party, is received by the Receiving Party from a third party who confirms to the Receiving Party that it is lawfully in possession of such information, is not in breach of any legal or fiduciary obligation to the Disclosing Party and has not required the Receiving Party to refrain from disclosing such information to others; or
- (v) disclosure of which the Receiving Party reasonably deems necessary to comply with any legal or regulatory obligation which in good faith the Receiving Party believes itself to have, provided that the Receiving Party shall, as soon as reasonably practicable and to the extent lawful, give written notice to the Disclosing Party. However, In the event that the Receiving Party is required by applicable law, stock exchange requirement or legal process to disclose any of the Disclosing Party's Confidential Information, the Receiving Party agrees to (i) give the Disclosing Party advance notice prior to disclosure so the Disclosing Party may contest the disclosure or seek a protective order, and (ii) limit the disclosure to the minimum amount that is legally required to be disclosed.

4 REMEDIES

Without limiting any other remedies available at law or equity, the Disclosing Party shall be entitled to seek injunctive relief, without proof of actual damages, to enjoin any threatened or continuing violation of this Agreement.

5 TERM

- 5.1 The term of this Agreement shall commence on the Effective Date and shall expire two (2) years from the Effective Date, provided that either Party may terminate this Agreement at any time by providing written notice to the other Party.
- 5.2 Notwithstanding anything to the contrary herein, each Party's rights and obligations under this Agreement shall survive any expiration or termination of this Agreement for a period of three (3) years from the date of such expiration or termination; provided, however, that:
 - (i) all Confidential Information has been returned to the Disclosing Party, or destroyed (otherwise, it shall continue in force in respect of such Confidential Information that has not been destroyed or returned); and
 - (ii) the Receiving Party shall keep confidential (a) any trade secrets of the Company, as long as such information is deemed a trade secret and (b) the terms of this Agreement.

6 RETURN OF INFORMATION

- 6.1 The Receiving Party undertakes that in the event that:
 - (i) the Term of this Agreement expires; or
 - (ii) negotiations and discussions between Receiving Party and the Disclosing Party break down; or
 - (iii) any of the Parties decides not to proceed with the Proposed Transaction (and communicates this to the other Party),

the Receiving Party will as soon as reasonably practicable return to the Disclosing Party all Confidential Information together with any copies made of such information or destroy such Confidential Information (except to the extent the Receiving Party is required to retain

any Confidential Information or copies of it by law or regulation, or to satisfy internal compliance requirements).

6.2 In case any Confidential Information cannot be totally destroyed due to internal compliance requirements or to electronic reasons (and therefore such Confidential Information continues to be held by the Receiving Party in any computer, word processor or other device containing information) the Receiving Party shall make no use or disclosure of it.

7 NO TRANSFER OF RIGHTS, TITLE OR INTEREST

Each Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Receiving Party or any of its Authorized Representatives.

8 NO WARRANTIES

Each Party acknowledges and agrees that the other Party makes no warranties, express or implied, with respect to any matter relating to the Confidential Information disclosed hereunder. The Confidential Information is provided “as is” and the Disclosing Party specifically disclaims all representations and warranties, express or implied, including but not limited to implied warranties of fitness for a particular purpose, merchantability and noninfringement.

9 DAMAGES

Notwithstanding any provision in this Agreement, the Parties will not be in any case liable to each other for any indirect or consequential damages, loss of profit, loss of contracts, loss of use, or loss of business opportunity, arising out of or in connection with this Agreement or for any breach of any provision hereof.

10 OTHER UNDERTAKINGS

10.1 Each of the Parties undertakes to the other that, without the prior written consent of the other, neither the fact that discussions or negotiations are taking place between them nor the contents or status of such discussions or negotiations shall be disclosed by it to any third party (other than each of the Parties’ Authorised Representatives).

10.2 Each of the Parties agree that the other is not now, and shall not be, obliged to subscribe for shares in or otherwise acquire an interest in any joint venture vehicle or to enter into partnership with or otherwise associate with the other Party unless a written agreement in that regard has been duly authorised, executed and delivered by the Parties.

11 GENERAL TERMS

11.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior confidentiality agreements and understandings, both written and oral, with respect to the exchange of Confidential Information among the Parties hereto.

11.2 Amendment, Waiver

This Agreement may be amended or waived only by written instrument executed by both Parties. The waiver of a breach shall not operate or be construed as a waiver of any subsequent breach.

11.3 Assignment

This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns. None of the Parties may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

11.4 Severability

If any provision of this Agreement is declared void or unenforceable, then such provision shall be deemed amended to the minimum extent required to make it valid and enforceable and effect its intent, and the other provisions shall remain in full force and effect.

11.5 Governing Law, Jurisdiction and Venue

This Agreement shall be governed in all respects by the laws of Spain without regard to any presumption or rule of law requiring its construction against the Party drafting any part of the Agreement.

The Parties consent to the venue and personal jurisdiction of the federal or state courts in Madrid, Spain, as the exclusive forums for resolution of any dispute under this Agreement and will not raise, and waives, any defenses based on venue, inconvenience of forum, or lack of personal jurisdiction in this country.

11.6 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11.7 Notices

Any notice or other communication required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by certified mail (or any other means that permit to have confirmation of receipt), to each party required to receive the notice or communication at its address as set out below (or as otherwise specified by the relevant party by notice in writing to each other party):

Company 1:

Attention to: [●]

Address: Avenida de la Transición Española, 32, Parque Empresarial Omega, Edificio A, 3^a planta, 28108, Alcobendas, Madrid, Spain

E-mail: [●]

Company 2:

Attention to: [●]

Address: [●]

E-mail: [●]

And as a proof of their consent, the Parties sign this Agreement in two counterparts, in the place and on the date indicated above.

COMPANY 1 By: <hr/> Mr. [●]	COMPANY 2 By: <hr/> Mr. [●]
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