

11th March 2020

TIMCO Engineering Inc
849 NW State Road 45
Newberry, FL, 322669

REF: NCD-30877

HENSOLDT UK

Voltage, Mollison Avenue
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Federal Communications Commission Authorization and Evaluation Division

Subject: Long-Term Confidentiality Request regarding application for
Certification of FCC ID: **CICDTX-A613-SF**.

To Whom It May Concern:

Pursuant to Sections 0.457 and 0.459 of the Commission's Rules, Kelvin Hughes Limited trading as Hensoldt UK (HUK) hereby request permanent confidential treatment of information accompanying this application as outlined below (the "Documents"):

Exhibit Type

File Name

Block Diagram
Parts List
Schematics
Circuit Description
Internal Photos

Block Diagram DTX-A613-SF.pdf
Parts List DTX-A613-SF.pdf
Schematics DTX-A613-SF.pdf
Circuit Description DTX-A613-SF.pdf
Internal Photos DTX-A613-SF.pdf

This Confidentiality Request to restrict access to equipment and documentation is to inform TIMCO that access to equipment and related documentation supplied by HUK is to be restricted to only authorized users 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.

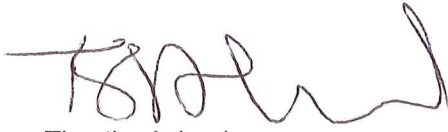
HUK is requesting the internal photos be permanently confidential. This non-consumer device is inaccessible to the general public and shall be kept in a secured and locked environment.

The reason for this request is that the 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 HUK wishes the Documents to be inaccessible to the general public at all times.

Appropriate documentation will be made be available only to HUK partners and integrators. 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 HUK. A sample of the non-disclosure agreement is included at the end of this letter.

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

Sincerely,



Timothy Acland
Chief Engineer

DATE [Insert Date]

MUTUAL CONFIDENTIALITY AGREEMENT
(Mutual disclosure by Kelvin Hughes Group company and third party)

KELVIN HUGHES LIMITED

Trading as

HENSOLDT UK

AND

[NAME OF THIRD PARTY]

**Kelvin Hughes Limited
Voltage,
Mollison Avenue
Enfield
EN3 7XQ
United Kingdom
Version:
October 2019**

MUTUAL CONFIDENTIALITY AGREEMENT
(Mutual disclosure by Kelvin Hughes Group company and third party)

THIS AGREEMENT is made on [insert date]

BETWEEN

Kelvin Hughes Limited incorporated in England and Wales whose principal place of business is at Voltage, Mollison Avenue, Enfield, EN3 7XQ, United Kingdom trading under HENSOLDT UK (“HUK”)

AND

[Insert name] incorporated in [insert country] whose principal place of business is at [insert address] (the “Company”)

WHEREAS

- A. HUK is engaged in the business of supplying marine, navigation, surveillance and security equipment, including radar sensors, to both commercial and military markets globally.
- B. The Company is engaged in the business of [].
- C. Each party has certain confidential information that it agrees to disclose to the other on the terms and subject to the conditions of this Agreement.
- D. Each party agrees to treat information received from the other in accordance with the terms and conditions of this Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS

1. Definitions and Interpretation

1.1 In this Agreement:-

Commencement Date means [Insert date]

Confidential Information means all information whether written or oral and howsoever recorded or preserved, disclosed by the Disclosing Party to the Recipient, including, but not limited to: (a) technical information in the form of data, drawings, designs, concepts, specifications, patent applications (whether in draft or final form), software, interfaces, plans, layouts, components, models, prototypes processes, procedures; and (b) information in connection with the Discloser’s business including, but not limited to, customer and supplier lists and contact details, financial projections, budgets, forecasts and business plans, fee levels, pricing policies, new products and know-how; and any reference to Confidential Information shall include copies (if any) thereof

Disclosing Party means the party that discloses the relevant Confidential Information to the Recipient

Proper Purpose means exploring business opportunities

Recipient means the party that receives Confidential Information from the Disclosing Party

- 1.2 The recitals form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement. Any references to this Agreement shall include the recitals.
- 1.3 In this Agreement (unless the context requires otherwise):-
- 1.3.1 reference to a statutory provision shall be construed as including a reference to any modification, re-enactment or extension of such statute or statutory provision for the time being in force;
- 1.3.2 the singular includes the plural and vice versa; any gender includes all genders; reference to "person" shall include bodies corporate and unincorporated, partnerships and individuals; and reference to "party" or "parties" is to a party or the parties to this Agreement; and
- 1.3.3 the words "include", "including" and "in particular" shall be construed as being by way of illustration only and shall not be construed as limiting the generality of any foregoing words.

2. Recipient's Undertakings

- 2.1 In consideration for the Disclosing Party disclosing to the Recipient the Confidential Information, the Recipient undertakes:
- 2.1.1 to keep the Confidential Information secret;
- 2.1.2 not (directly or indirectly) at any time to disclose or permit access to the Confidential Information in whole or in part, to any person or party whomsoever, except the Recipient may disclose or permit access to the Confidential Information to those of its directors, officers and employees who need to know the Confidential Information to perform the Proper Purpose;
- 2.1.3 to inform any director, officer and employee to whom it discloses Confidential Information that the information is confidential;
- 2.1.4 to use the same level of care in preserving the confidential nature of the Confidential Information as the Recipient would use to protect its own confidential information;
- 2.1.5 not to use the Confidential Information, in whole or in part, for any purpose other than the Proper Purpose;
- 2.1.6 not to copy or reproduce the Confidential Information except as may be strictly necessary for the Proper Purpose;
- 2.1.7 to provide reasonable access upon reasonable notice to its premises and to the Confidential Information supplied, to verify that the Confidential Information is being treated in accordance with the terms of this Agreement;
- 2.1.8 to inform the Disclosing Party immediately upon becoming aware or suspecting that an unauthorised person has become aware of the Confidential Information; and

- 2.1.9 promptly to return to the Disclosing Party all Confidential Information following demand by the Disclosing Party at any time.

3. Non Confidential Information

- 3.1 The undertakings contained in clause 2 shall not apply to any Confidential Information which:-
- 3.1.1 is in or which comes into the public domain otherwise than as a direct or indirect result of a breach of this Agreement by the Recipient;
 - 3.1.2 following disclosure by the Disclosing Party, is received by the Recipient from a third party who, insofar as is known to the Recipient, is lawfully in possession of such information, is not in breach of any legal or fiduciary obligation to the Disclosing Party, and who has not required the Recipient to refrain from disclosing such information to others;
 - 3.1.3 is developed independently by the Recipient's employees who have not had access to the Confidential Information;
 - 3.1.4 the Recipient can prove through documentary evidence was already in the possession of the Recipient and held free from any obligation of confidence prior to its receipt from the Disclosing Party;
 - 3.1.5 is required by law to be disclosed or by any supervisory body with whose rules the Recipient is obliged to comply.
- 3.2 If any disclosure is required by law or by any supervisory body with whose rules the Recipient is obliged to comply, then to the extent permitted by such law or such rules, the Recipient agrees not to make any such disclosure to any person or party whatsoever without the prior written consent of the Disclosing Party, which consent shall not be unreasonably withheld or delayed. The Recipient will co-operate with the Disclosing Party, have due regard to its views and opinions, and take such steps as the Disclosing Party may reasonably require in order to enable the Recipient to mitigate the effects or to avoid the requirement for any such disclosure.

4. Duration of Agreement

- 4.1 Subject to the following provisions, this Agreement shall commence on the Commencement Date and shall continue in force until the earlier of: (a) the fulfilment of the Proper Purpose; or [insert duration] years from the Commencement Date.
- 4.2 Without prejudice to any other rights to which it may be entitled, the Disclosing Party may give written notice to the Recipient terminating this Agreement with immediate effect if:-
- 4.2.1 the Recipient commits a material breach of this Agreement;
 - 4.2.2 the Recipient ceases to carry on business, becomes insolvent or has a receiver, manager or administrator appointed to the whole or any part of its business or enters into any composition with its creditors, goes into liquidation (except for the purposes of amalgamation or reorganisation) or undergoes any similar or equivalent process in any jurisdiction;
 - 4.2.3 if the ownership or effective control of the Recipient shall change, or if a substantial part of its business and assets are transferred to a third party.

5. Consequences of Termination

- 5.1 Upon termination of this Agreement the Recipient shall immediately:-
- 5.1.1 stop using the Confidential Information, and shall inform its directors, officers and employees to stop using it;
 - 5.1.2 either return to the Disclosing Party all Confidential Information or, at the Disclosing Party's request, destroy the Confidential Information (including erasing or procuring the erasure of all Confidential Information from any computer, word processor or other device containing Confidential Information) and provide the Disclosing Party with a certificate confirming destruction and erasure. An officer of the Recipient shall sign the certificate. Notwithstanding the foregoing, the Recipient may, for the purposes only of compliance with legal, regulatory and professional obligations, retain one copy of the Confidential Information subject always to strict compliance with the provisions of Clauses 2 and 3 above.
- 5.2 The Recipient shall remain bound by its obligation of confidentiality in clause 2.1.1 for a period of three years from the effective date of termination or expiry of this Agreement.

6. Notices

- 6.1 Notices shall be in writing, sent to the place of business of the appropriate party (marked for the attention of the Managing Director, or such other person as the relevant party may notify the other in writing) or to such other address as may from time to time (by notice to the other party) be designated, and notices shall be deemed (in the absence of any evidence to the contrary) to have been duly given:-
- 6.1.1 two (2) business days after the date of posting if sent by pre-paid first-class mail from an address in the United Kingdom to a destination in the United Kingdom or five (5) business days after the date of posting for destinations outside the United Kingdom mainland if sent by airmail;
 - 6.1.2 if delivered by hand: on the day of delivery provided that a receipt has been signed by or on behalf of the addressee; and
 - 6.1.3 if sent by facsimile transmission: at the time of transmission (provided that such transmission is during normal business hours and a hard copy is also sent by first class recorded delivery post).

7. General

- 7.1 In disclosing the Confidential Information to the Recipient, the Disclosing Party makes no representation or warranty, either expressed or implied, as to its accuracy or completeness, and the Disclosing Party accepts no liability to the Recipient or any other person resulting from any inaccuracy or the incompleteness of the Confidential Information.
- 7.2 Disclosure of any of the Confidential Information shall not confer any right or licence nor any rights to patents or patent applications presently held or subsequently obtained by the Disclosing Party in respect of inventions or technology relating to the Confidential Information.
- 7.3 The Parties shall comply with all applicable foreign export control laws and regulations during the performance of this Agreement. The Parties shall not export, disclose, furnish or otherwise provide any Confidential Information of the other Party to any foreign person or entity without first obtaining the required government export authorisations and written approval from the other Party.
- 7.4 Neither party may assign, in whole or part, any of its rights under this Agreement without the prior written consent of the other.
- 7.5 Without prejudice to any other rights or remedies that the Disclosing Party may have, the Recipient acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that, accordingly, the Disclosing Party shall be entitled, without proof of special damages, to the remedies of injunction and other equitable relief for any threatened or actual breach of the provisions of this Agreement by the Recipient.
- 7.6 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties.
- 7.7 Any delay or failure by the Disclosing Party in exercising any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver by the Disclosing Party of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right and

the waiver by the Disclosing Party of any breach shall not operate as a waiver of any subsequent breach. No waiver by the Disclosing Party in connection with this Agreement shall, in any event, be effective unless it is in writing, refers expressly to this clause, is duly signed by or on behalf of the Disclosing Party.

- 7.8 This Agreement contains the full and complete understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, representations and understandings whether they be oral or in writing.
- 7.9 A person or entity who is not a party to this Agreement may not enforce its terms under Contracts (Rights of Third Parties) Act 1999.

8. Law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

AS WITNESS the hands of the parties or their duly authorised representatives on the date set out above.

Signed by)
Director of Commercial Affairs)
for and on behalf of:)
Kelvin Hughes Limited)

Date:

Signed by [_____])
[Appointment _____])
for and on behalf of:)
[Enter the *Company's name*])

Date:

