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Oct 9, 2012

Federal Communications Commission
Authorization and Evaluation Division

Confidentiality Request regarding application for certification of FCC ID: OZFACXX10.

Pursuant to Sections 0.457 and 0.459 of the Commission's Rules, we hereby request confidential treatment of information accompanying this application as outlined below:

The schematic diagrams, block diagrams, product parts list, theory of operation and pictures of the inside of the product contain information proprietary to Tantalus and form a basis of our intellectual property with respect to our product designs.

The files which we request permanent confidentiality are:

(ACXX) TC-1110 Schematic.pdf
(ACXX) TC-1110-RD Schematic.pdf
(ACXX) TC-1210 Schematic.pdf
(ACXX) TC-1210-RD Schematic.pdf
(ACXX) BlkDia.pdf
(ACXX) TC1110 BoM.xls
(ACXX) TC1110-RD BoM.xls
(ACXX) TC1210 BoM.xls
(ACXX) TC1210-RD BoM.xls
(ACXX) OpDes.pdf
(ACXX) IntPho.pdf

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

Internal pictures and the User Manual have been included in the request for confidentiality because this is not a consumer device and cannot be easily accessed by the consumer. The device is sealed in a meter at the time of installation. Utility companies that purchase the communication modules have signed a NDA with Tantalus that protects Tantalus from disclosure of its intellectual property. Extracts from the NDA that is made with all of our customers is attached to 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,

A handwritten signature in black ink, appearing to read 'M. Fairburn', with a long horizontal flourish extending to the right.

Mark Fairburn
RF Design Engineer
Tantalus Systems Corp.

1.1(d) “**Confidential Information**” of a party is information (in tangible or intangible form) that it owns or has license for, and discloses to the other party, that: (i) derives economic value, actual or potential, from not being generally known to, and is not readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its confidentiality; and includes technical information (such as formulas, data, programs, methods, techniques and processes), business information (such as information about finances, customers and potential customers, marketing plans and business strategies), and the terms of this Agreement; but Confidential Information does not include information that the receiving party establishes: (i) it developed independently; or (ii) was generally available to the public through no fault of its own; or (iii) was possessed by it before its receipt thereof from disclosing party; or (iv) was acquired from a third party without the breach of any confidentiality obligation; or (v) five (5) years after its disclosure, does not constitute a trade secret under relevant laws and policies. Confidential Information shall also include all notes, copies and summaries, in any media, and recollections of a receiving party of Confidential Information;

4.1 Confidentiality. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other party’s Confidential Information and shall not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such party under this Agreement, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement, but in no event less than reasonable care. The receiving party will not commingle or mix the other party’s Confidential Information with other information.