



Castel San Pietro Terme, 05 January 2023

Nemko North America, Inc.  
303 River Road  
Ottawa, Ontario, Canada  
K1V 1H2

**REQUEST FOR CONFIDENTIALITY - FCC**

**FCC ID: XM2-MP35B35B**

Pursuant to Sections 0.457(d) and 0.459 of the Commission’s Rules and [FCC Guidance document 726920](#), we hereby request permanent confidential treatment of exhibits identified as such in the table below and request they are permanently withheld from public review based on the documents containing trade secrets and proprietary information not customarily released to the public. The public disclosure of this information might be harmful to the applicant and provide unjustified benefits to its competitors.

We also request short-term confidentiality on certain exhibits until the intended date of marketing as outlined below. We request the exhibits be withheld from public view for a period of **insert number of days (cannot exceed 180 days)** days. We attest marketing of the product will only commence after the period of short-term confidentiality expires, or if marketing is to commence before the requested number of days listed above, the grantee will inform Nemko to release the Short-Term Confidentiality information withheld on the FCC equipment authorization website.

Exhibit	Type of Confidentiality Requested	
Block Diagrams	<input checked="" type="checkbox"/> Permanent	<input type="checkbox"/> Short Term
External Photos	-----	<input type="checkbox"/> Short Term
Internal Photos	<input checked="" type="checkbox"/> Permanent*	<input type="checkbox"/> Short Term
Operation Description	<input checked="" type="checkbox"/> Permanent	<input type="checkbox"/> Short Term
Parts List & Placement/BOM	<input checked="" type="checkbox"/> Permanent	<input type="checkbox"/> Short Term
Tune-Up Procedure	<input checked="" type="checkbox"/> Permanent	<input type="checkbox"/> Short Term
Schematic Diagrams	<input checked="" type="checkbox"/> Permanent	<input type="checkbox"/> Short Term
Test Setup Photos	-----	<input type="checkbox"/> Short Term
User’s Manual	<input checked="" type="checkbox"/> Permanent*	<input type="checkbox"/> Short Term

The asterisked items (\*) require further information to be provided in this justification letter before permanent confidentiality will be extended to these exhibits. Please refer to FCC KDB 726920 D01 found at: <https://apps.fcc.gov/oetcf/kdb/forms/FTSSearchResultPage.cfm?switch=P&id=41731> and review section II, 3) regarding specific information that must accompany these requests.

**Note:** any documents held under the Short-Term confidentiality will automatically become public after the requested time if an appropriate extension request has not been received. Any exhibits (i.e., schematic diagrams) that may have already been requested to have “Permanent” confidentiality as shown above need not be repeated under Short-Term confidentiality request.



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## **Nonroutine Long-Term Confidentiality Request**

Pursuant to Sections 0.457(d) and 0.459 of the Commission's rule, we hereby request that nonroutine confidential treatment of information accompanying this application as outlined below:

- User's manual
- Internal photos

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 Teko Telecom's 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.





**Teko Telecom S.r.l. a Socio Unico**

*a JMA Wireless Group company*

Via Meucci, 24/A

40024 Castel S. Pietro Terme (BO) | Italy

Tel +39 051 69 46 811 | Fax +39 051 94 84 73

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Sincerely,

Signed: *Alessandro Brunelli*

Printed name: ALESSANDRO BRUNELLI

Title: CERTIFICATION ENGINEER

Company Name: TEKNO TELECOM

## MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made effective as of the [Text] day of [Text], 2014, by and between [Text], having a place of business at [Text] (hereinafter “[Text]”) and John Mezzalingua Associates, LLC d/b/a JMA, having a place of business at 7645 Henry Clay Blvd., Liverpool, NY USA 13088 (hereinafter “JMA”). [Text] and JMA may be both Discloser and Recipient during the exchange of information under this Agreement. This Agreement shall apply to the both party’s Affiliates and subsidiaries.

When used herein, the term “Affiliate” shall mean a business entity now or hereafter controlled by, controlling or under common control with JMA or [Text]. Control exists when any entity owns or controls at least 50% of the voting power of the entity. For the avoidance of doubt, “JMA” shall mean John Mezzalingua Associates, LLC and its Affiliates, including, but not limited to Teko Telecom S.r.l., having a place of business at via Meucci, 24/A, Castel San Pietro Terme (BO), Italy (hereinafter “Teko”), and CSS Antenna, Inc., having a place of business at 2206 Lakeside Blvd., Edgewood, MD USA 21040 (hereinafter “CSS”).

The parties have a mutual interest in discussing and/or evaluating a potential business relationship (the “Purpose”) at which time the Discloser will disclose proprietary or CONFIDENTIAL INFORMATION to Recipient in the course of discussing or implementing such Purpose. For instance, the Purpose of such disclosure generally may relate to [Text]. In order to facilitate the Purpose and induce the parties to disclose and accept such information, the parties agree as follows:

1. “CONFIDENTIAL INFORMATION” means any information, technical data or know-how relating to the business, services or products of the Discloser and its Affiliates and 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, 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 hereof, to the Recipient or its employees or agents, directly or indirectly, in writing, orally, electronically, or by drawings or inspection.
2. The Recipient shall hold in trust and confidence, and not disclose to others or permit the disclosure of, by any means, any and all CONFIDENTIAL INFORMATION disclosed under this Agreement. CONFIDENTIAL INFORMATION may be used by the Recipient only for the Purpose above or in furtherance of an ongoing business relationship or transaction with the Discloser. The Recipient may disclose CONFIDENTIAL INFORMATION received under this Agreement to persons within its organization who have a need to know such information and only if such persons are bound in writing (pursuant, for example to a general employee non-disclosure agreement protecting third party confidential information as well as the employer’s confidential information) to protect the confidentiality of such CONFIDENTIAL INFORMATION. The Recipient further agrees it shall take the same measures, but no less than reasonable security measures, and use the same

care, but no less than a reasonable degree of care, to preserve and protect the secrecy of, and to avoid disclosure or unauthorized use of, the Discloser's CONFIDENTIAL INFORMATION as it uses with its own information of similar importance. With respect to tangible materials constituting CONFIDENTIAL INFORMATION the Recipient agrees not to analyze any such materials for composition and/or structure. The Recipient shall not, without the prior written approval of the disclosing party, (a) disclose any CONFIDENTIAL INFORMATION to a third party, (b) use CONFIDENTIAL INFORMATION in any way for the benefit of itself or any third parties, and/or (c) use CONFIDENTIAL INFORMATION in any way other than for PURPOSE. The Recipient will limit access to CONFIDENTIAL INFORMATION to only those employees who have a need to know of such CONFIDENTIAL INFORMATION in order to accomplish the above specified PURPOSE and who are aware of and have agreed to respect the relevant provisions of this Agreement. For the avoidance of doubt, in the absence of Discloser's express written consent, the Recipient agrees not to seek any intellectual property rights, including patent, trademark or copyright rights, based on any CONFIDENTIAL INFORMATION received from Discloser.

3. However, CONFIDENTIAL INFORMATION does not include, and no obligation is imposed on, information which:
  - i. Is already in or subsequently enters the public domain through no fault of the Recipient;
  - ii. Is supplied by the Discloser to another party without a duty of confidentiality to the Discloser;
  - iii. Is known to the Recipient or is in its possession (as shown by tangible evidence) prior to receipt from the Discloser;
  - iv. Is developed independently by the Recipient (as shown by tangible evidence) by persons who have not had, either directly or indirectly, access to or knowledge of CONFIDENTIAL INFORMATION of the Discloser;
  - v. Is lawfully received by the Recipient from another party without a duty of confidentiality to the Discloser; or
  - vi. Is disclosed pursuant to the order or requirements of a governmental administrative agency or other governmental body provided that such disclosure is pursuant to a protective order and the Discloser has been notified of such a disclosure request in advance.
4. All CONFIDENTIAL INFORMATION, and all copies thereof, in whatever form, unless otherwise specified in writing, shall remain the property of Discloser and shall be promptly returned at its request or destroyed after the Recipient's need for it has expired, and in any event, upon termination of this Agreement. Title to all property received by the Recipient from the Discloser, including all CONFIDENTIAL INFORMATION, shall remain at all times the sole property of the Discloser.
5. This Agreement shall be effective for three (3) years from the effective date noted above. Nonetheless, all duties of confidentiality and non-use shall extend five (5) years after the expiration or termination of the relationship between the parties to this Agreement.

6. Nothing in this Agreement shall be construed as granting Recipient any license, or obligating either party to take any license, under any invention, trade secret, patent, copyright, trademark or other intellectual property right of the other party.
7. The Discloser retains all right, title and interest in and to its CONFIDENTIAL INFORMATION and, except as provided herein, no license or other right, express or implied is hereby transferred to the Recipient, including any license by implication, estoppel or otherwise, under any copyrights, mask works, trademarks, trade secrets, patents or other proprietary rights now held by, or which may be obtained by, or which is or may be licensable by the Discloser. Nothing in this Agreement or anything done in connection herewith shall be construed as obligating either party to purchase or co-develop any technology, products, intellectual property, parts, or services from or with the other party.
8. For the purposes of all communications and transmittals of CONFIDENTIAL INFORMATION under this Agreement, the respective authorized representative of the parties, subject to change upon written notice, are:

**To JOHN MEZZALINGUA ASSOCIATES, LLC:**

Attn: [Text]  
E-mail: [Text]@jmawireless.com  
Ph: [Text]  
Copy to: JMA Legal Department  
7645 Henry Clay Blvd  
Liverpool, NY 13088 USA  
E-mail: [legal@jmawireless.com](mailto:legal@jmawireless.com)  
Ph: (315) 431-7100

**To [Text]:**

Attn: [Text]  
Address: [Text]  
Address: [Text]  
E-mail: [Text]@[Text].com  
Ph: [Text]  
Fax: [Text]

9. The parties may not assign this Agreement without prior written permission of the other party.
10. Recipient agrees that it will not use any CONFIDENTIAL INFORMATION received from the Discloser under the terms of this Non-Disclosure Agreement 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, and/or any reexamination proceedings before any Patent and Trademark Office. For the avoidance of doubt, Recipient agrees not to use any CONFIDENTIAL INFORMATION received from the Discloser under this Non-Disclosure

Agreement as a basis for establishing declaratory judgment jurisdiction, such as in any legal proceedings, action, or suit against the Discloser.

11. 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.
12. The Parties agree that any export controlled CONFIDENTIAL INFORMATION shall not be exported or re-exported, directly or indirectly, in any form, except in compliance with the U.S. Export Administration Regulations and all other applicable U.S. federal export laws. This includes, but is not limited to, any transfers of export controlled Confidential Information to foreign nationals, whether such nationals are located in the U.S. or abroad. In addition to the above, 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.
13. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, and the balance of the Agreement will remain in full force and effect.
14. THE CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND NEITHER PARTY MAKES ANY WARRANTIES REGARDING ITS CONFIDENTIAL INFORMATION. EACH PARTY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ITS CONFIDENTIAL INFORMATION, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF NON-INFRINGEMENT. There are no understandings, agreements, or representations, express or implied, not specified herein. This Agreement may not be amended except by mutual agreement in writing.
15. The parties further agree to the following terms and conditions: (a) Neither party shall without the prior written consent of the other party disclose to a third party any aspect of this Agreement. Each party agrees not to issue any press release or make any statement on any other public electronic network, concerning this Agreement, without the other party's prior written authorization; (b) Any breach by the Recipient of its obligations under this Agreement will result in irreparable injury to the Discloser for which damages and other legal remedies will be inadequate. In seeking enforcement of any of these obligations, the Discloser will be entitled (in addition to other remedies) to preliminary and permanent injunctive and other equitable relief; and (c) No delay or omission by either party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any





one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. In the event a party seeks to enforce the terms of this Agreement due to the other party's breach of such terms, the prevailing party shall be entitled to collect reasonable attorneys' fees and costs as part of its damages.

16. This Agreement supersedes all prior agreements, written or oral, between the Discloser and Recipient (or their respective predecessors in interest) relating to the subject matter of this Agreement.

17. 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.

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

[Text]

\_\_\_\_\_

\_\_\_\_\_

By (Print Name): \_\_\_\_\_

By (Print Name): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

