

FEDERAL COMMUNICATIONS COMMISSIONS
Authorization and Evaluation Division
7435 Oakland Mills Road
Columbia, MD 21046

May 3, 2023

Confidentiality Request Regarding Application for Certification of FCC ID: 2AHVPSB7800M5BDSP, 2AHVPSB7800M5BANA, 2AHVPSB7800M5ADSP, 2AHVPSB800M5BDSP, 2AHVPSB800M5BANA, 2AHVPSB800M5ADSP, 2AHVPSB700M5BDSP, 2AHVPSB700M5BANA, 2AHVPSB700M5ADSP, 2AHVPSB400M5ADSP, 2AHVPSB400M5BANA, 2AHVPSB400M5BDSP

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:

Exhibit Type	File Name(s)
Block Diagrams	Block Diagram.pdf
Schematics	Schematics.pdf
Operational Description	Theory of Operation.pdf
Parts List	Parts List.pdf
Tune Up Procedure	Tuning Procedure.pdf
Internal Photos	Internal Photos.pdf
User Manual	User Manual.pdf

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

We are also requesting that the Internal Photos and User Manual are kept confidential for an indefinite period.

Our signal boosters are exclusively sold as system packages, installed, and serviced by the trained and certified employees of Radio Solutions, Inc., as well as its partners and subsidiaries. Our products are not available for sale to the general public and can only be purchased through authorized RSI resellers that employ RSI-trained and certified technicians. RSI distributors must sign the Non-Disclosure Agreement, which prohibits them from disclosing internal photos, manuals, and other technical information to third parties without our written consent.

The product is exclusively sold to end-users as a complete turn-key system package. To prevent equipment tampering and ensure FCC compliance, the equipment cabinet remains locked, and the product does not contain any user-serviceable or removable parts. Appropriate service documentation and manuals are provided only to RSI-certified service organizations that have a fully executed non-disclosure agreement on file with RSI. Since the service is provided by authorized distributors, end-users have no need for internal photos or service manuals. Below is a sample of our standard non-disclosure (confidentiality) agreement. We hereby request that the confidential exhibits listed above are permanently withheld from public review.

Sincerely,



Admir Surkovic - CEO, CTO

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “**NDA**”) between Radio Solutions, Inc., (“**Company**”) and [REDACTED] (“**Distributor**”) (each a “**Party**” and together the “**Parties**”), is effective as of [REDACTED] (the “**Effective Date**”). The Parties are considering a potential business relationship, are entering into a business relationship or have entered into a business relationship and may disclose confidential information to each other as part of that process. This NDA governs the rights and obligations of the Parties with respect to the confidential information provided by either Party.

1. **Confidential Information:** For purposes of this NDA, the term “**Confidential Information**” means all information conveyed by one Party (the “**Disclosing Party**”) to or received by the other Party (the “**Receiving Party**”), whether orally, in writing, by demonstration, electronically or otherwise, including without limitation financial information, customer lists, source code, revenue models, employee information, sales goals, prospective clients, development cycle, technology architecture, test results, operational structure, information which relates to an individual, business plans, marketing plans, pricing, inventions, ideas, drawings, designs, specifications, formulations, and related technical and commercial information furnished by one Party to the other Party and including without limitation any such information obtained by the Disclosing Party from or relating to a third party. The receiving Party agrees not to disclose product internal photos, product manuals and other sensitive information to others without the prior consent from the Disclosing Party.
2. **Exceptions:** “**Confidential Information**” does not include information which the Receiving Party can demonstrate to be any of the following: (a) is or becomes generally available to the public through no act or omission on the part of the Receiving Party and prior to any unauthorized disclosure by the Receiving Party; (b) known to the Receiving Party prior to its receipt from the Disclosing Party and without obligation of confidentiality; (c) disclosed to the Receiving Party at any time by a third party without violation of any obligation of confidentiality under this NDA or otherwise; or (d) independently developed by the Receiving Party without use of or reliance on the Confidential Information disclosed to the Receiving Party by the Disclosing Party. Notwithstanding the foregoing, information which relates to an individual will not be subject to any of the foregoing exceptions.
3. **Mutual Obligations of Confidentiality and Nonuse:** The Receiving Party will do the following with regard to the Confidential Information of the Disclosing Party:
 - (a) Hold the Confidential Information in strict confidence;
 - (b) Take such steps as may be reasonably necessary to prevent the disclosure of Confidential Information to others with not less than the same degree of care which the Receiving Party uses to prevent the unauthorized use, dissemination or publication of its own most valuable confidential and proprietary information (but with at least the same degree of care used by a reasonably prudent business person);
 - (c) Not disclose such Confidential Information to any third party for any purpose whatsoever without (i) the prior written approval from the Disclosing Party, and (ii) the agreement on the part of such third party to be bound by the terms of this NDA, provided that the Receiving Party may disclose to its legal and financial advisors;
 - (d) Permit access to the Confidential Information only to its employees and agents who (i) reasonably require access to Confidential Information for purposes approved by this NDA or other agreements between the Parties, (ii) are informed by the Receiving Party of the confidential nature of the Confidential Information, and (iii) are directed by the Receiving Party to treat the Confidential Information in a manner consistent with the terms of this NDA;
 - (e) Acknowledge that the Confidential Information is and will at all times remain, as between the Parties, the property of the Disclosing Party; and
 - (f) Use the Confidential Information only for the strictly limited purposes of internal evaluation or the subsequent performance of a business relationship with the Disclosing Party, as contemplated by this NDA and any other agreements between the Parties and for no other purpose whatsoever.

The parties have executed this Agreement under seal as of the Effective Date.

4. **Permitted Disclosures:** Notwithstanding the confidentiality obligations of Section 3, if the Receiving Party is requested or required by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process to disclose

any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt notice of such request so that the Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this NDA. If the Receiving Party is compelled by obligation of law to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty (in the absence of such a protective order or waiver by the Disclosing Party), the Receiving Party agrees to furnish only that portion of the Confidential Information which it is advised by written opinion of its counsel is legally required and to exercise reasonable efforts to obtain assurances that confidential treatment will be accorded such Confidential Information.

5. **Return of Materials:** Upon request of a Disclosing Party, the Receiving Party will return to the Disclosing Party or securely destroy all documents and other writings supplied by the Disclosing Party, together with all copies of any such documents or other writings, whether in tangible or electronic form, and an officer of the Receiving Party will certify to the return or destruction of all Confidential Information and references to such Confidential Information, provided that the Receiving Party may, subject to the terms of this Agreement, retain copies of the Confidential Information to comply with applicable law, regulation or rule or internal document retention policies.

6. **Injunctive Relief:** Each Party acknowledges that a breach by it of any one or more of the terms of this NDA may cause irreparable harm to the Disclosing Party and that damages would be difficult to determine. Accordingly, in the event of a breach, the Disclosing Party shall be entitled to, in addition to all other legal remedies available to the Disclosing Party, injunctive relief restraining the Receiving Party from any further or continued breach of its obligations hereunder. In addition, the Disclosing Party shall be entitled to reasonable attorneys' fees and costs incurred by it in enforcing any remedies available to Disclosing Party hereunder.

7. **No Grant of Rights:** No license, intellectual property right or other ownership or use right is conveyed by this NDA, except the limited right to use Confidential Information as described in Section 3(f) of this NDA.

8. **Term:** The parties' obligations under the Agreement shall terminate two (2) years following the effective date of the Agreement.

9. **General:** The Parties agree that any dispute arising from the terms of this NDA shall be governed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles and all disputes shall be venued exclusively in state or federal courts sitting in the Commonwealth of Massachusetts. Any failure on the part of a Party to insist upon the performance of this NDA or any part of this NDA will not constitute a waiver of any right under this NDA. Neither Party may assign this NDA or any of its rights or obligations under this NDA without obtaining prior written consent of the other Party except that this NDA may be assigned without consent in connection with a merger or sale of substantially all of the assets of the assigning or transferring Party. Should any individual provisions of this NDA be or become invalid, this shall not affect the validity of the NDA as a whole. Any invalid provision shall be replaced by such valid provisions as comes closest to the intentions of the Parties. This NDA represents the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions, agreements and understandings of every kind and nature between them regarding the same. This NDA shall not be amended except by an agreement in writing executed by the Parties. This NDA may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signature pages delivered by facsimile to this NDA or any document delivered under this NDA will be binding to the same extent as an original.

RADIO SOLUTIONS, INC.

Receiving Party

By:

Title:

Date: