fiplex
COMMUNICATIONS, INC.
Electromagnetic Devices for Radio Communications Systems

15th of January, 2021

TIMCO ENGINEERING INC.
849 NW State Road 45
Newberry, FL 32669
USA

FCC ID: P3TDH14-6A

Product Name: DH14

Request for Long Term Confidentiality

Pursuant to Sections 0.457(d) and 0.459 of the commission's rules, we hereby request that the following documents be held as long term confidential:

- Schematics
- Technical/operational description
- Block diagram
- Bill of Materials
- Internal pictures
- User manual
- Tune up Procedure.

This Restricted Access of Equipment and Documentation Notice is to inform Timco Engineering, Inc. that access to equipment and related documentation supplied by Fiplex Communications Inc. is to be restricted to only authorized users in order 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.
Fiplex Communications, Inc. is requesting the internal photos be permanently confidential. This nonconsumer 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 listed 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 the Fiplex wishes the Documents to be inaccessible to the general public at all times.
Appropriate documentation will be made be available only to Fiplex Communications, Inc. partners and integrators only. 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 Fiplex Communications, Inc. A sample of this agreement is included below.

2101 NW 79th Avenue . Miami FL 33122 . United States
Phone: (305)884-8991 . Fax: (305)884-4041 . E-mail: info@fiplex.com . www.fiplex.com

COMMUNICATIONS, INC.

Electromagnetic Devices for Radio Communications Systems

Dated this 15th day of January 2021

By:

_____.
Signature

Nicolas Dovale Perez _____.
Printed

Title: Compliance engineer.
On behalf of: Fiplex Communications, Inc
Telephone: +1 305 884 8991

2101 NW 79th Avenue . Miami FL 33122 . United States
Phone: (305)884-8991 . Fax: (305)884-4041 . E-mail: info@fiplex.com . www.fiplex.com

fiplex

COMMUNICATIONS, INC.

Electromagnetic Devices for Radio Communications Systems

Bilateral

CONFIDENTIALITY AGREEMENT

This Agreement is entered into as of the ….. day of ……, ….. by and between Fiplex Communications, Inc. and ....., with its principal place of business located at ..... for and on behalf of itself and all of its subsidiaries, parent corporations and affiliates.

A. In connection with an expression of interest by the parties in Fiplex Communications Products and Pricing (the "Purpose"), either party (the "Disclosing Party") may disclose to the other party (the "Receiving Party") certain information about the Disclosing Party's products, technology and/or operations; and

B. Some of the information to be provided by Disclosing Party may be nonpublic, confidential and/or proprietary in nature and the parties wish to herein state their understanding and agreement with respect to the terms under which such information will be provided.

Now, therefore, for and in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Confidential Information.** For purposes of this Agreement, the term "Confidential Information" includes, but is not limited to, any and all proprietary, confidential or nonpublic formulae, data, samples, drawings, diagrams, plans, lists, and all other information concerning quoted or not quoted products. Without limiting the foregoing, information shall be deemed to be provided by Disclosing Party to the extent it is known to or derived by Receiving Party or Receiving Party's agents, as herein defined, (a) from any inspection, examination or other review of documents, records, machinery, devices, samples, prototypes, processes or production methods of Disclosing Party, (b) from communications with employees, agents or representatives of Disclosing Party, (c) during visits to Disclosing Party's premises, or (d) through disclosure or discovery in any other manner. Confidential Information will be protected hereunder only to the extent that, (a) if in writing or other tangible form, it is conspicuously labeled at the time of delivery as Confidential Information, or (b) if disclosed orally or by observation, it is identified prior to, or at the time of, disclosure as Confidential Information, and after disclosure, but no later than thirty (30) calendar days thereafter, it is reduced in summary form to writing and delivered to Receiving Party as Confidential Information.

2. **Reservation of Agreement.** By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant to Receiving Party any express or implied right or license to, under, or with respect to, any patents, copyrights, trademarks, technology, know-how, or trade secret information. Disclosing Party reserves to itself all such rights and interests and the ability to protect such rights and interests.

3. **Information Not Covered.** The obligations hereunder of nonuse and nondisclosure shall not apply to the following information, which shall be excluded from the definition of Confidential Information: (a) information which was in Receiving Party's possession in written or other tangible form prior to any disclosure by Disclosing Party; (b) information which is in or comes into the public domain through no fault of Receiving Party or its employees or agents; (c) information received by Receiving Party from a third party without a restriction and not in violation of any duty of nondisclosure on the part of such third party; and (d) information which is required by law to be disclosed provided that Receiving Party promptly provides Disclosing Party prior written notice of such disclosure.

4. **Obligation of Nonuse and Nondisclosure.** The Confidential Information shall be used solely for the intention of evaluating the Purpose. Receiving Party will not otherwise disclose or use the Confidential Information in any way or embody any of the Confidential Information in any of Receiving Party's products or services or exploit the Confidential Information in any way for a period of three (3) years. Receiving Party will not, without Disclosing Party's prior written consent, analyze, perform any qualitative or quantitative analysis, reverse engineer, or in any other manner attempt to discover the contents, composition, design or makeup of any samples, prototypes or devices provided by Disclosing Party.

5. **Limiting Access to the Confidential Information.** Receiving Party shall not disclose the Confidential Information to Receiving Party's affiliates, agents, consultants, advisors, or other representatives (collectively "agents") without the prior written consent of Disclosing Party. Receiving Party will disclose the Confidential Information to its employees only on a need-to-know basis and Receiving Party will inform such employees of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with this Agreement.

6. **Duty of Care.** Receiving Party agrees to take all reasonable measures to prevent disclosure of the Confidential Information to others, using at least the same degree of care as it uses to protect its own confidential, proprietary or trade secret information. Receiving Party agrees to take all necessary action to ensure that the Confidential Information is not used for any purpose other than to fulfill the purposes of this Agreement.

7. **Return of the Confidential Information.** Promptly upon the request of Disclosing Party or should either party terminate discussions in connection with the Purpose, Receiving Party will return all of the Confidential Information, in whatever form, including all samples and other tangible things, documents, memoranda, notes and other writings whatsoever prepared by Receiving Party or its agents and all copies thereof, to Disclosing Party.

8. **Confidential Nature of Discussions.** Neither party will disclose the existence, nature or status of the investigations, discussions, or negotiations which take place concerning the purpose of this Confidentiality Agreement, without the prior written consent of the other party.

9. **No Agreement Regarding Transaction.** Each party understands that, except as expressly provided herein, no binding contract or agreement in connection with the Purpose will exist until a definitive written Agreement has been fully executed and delivered. Until such time as such a written agreement may be executed and delivered, neither party shall have any legal obligation with respect to any transaction and either party may discontinue furnishing information to the other party at any time at its sole and absolute discretion.

10. **Unauthorized Disclosure.** In the event that Receiving Party discloses any of the Confidential Information, Receiving Party agrees to provide Disclosing Party with prompt, written notice of such disclosure so that Disclosing Party may seek appropriate remedies.

11. **Injunctive Relief.** Receiving Party agrees that (a) because of the unique nature of the Confidential Information, Disclosing Party may suffer irreparable harm in the event Receiving Party fails to comply with any of the terms of this Agreement, (b) monetary damages and other remedies at law may not be adequate in the event of such a breach, (c) Disclosing Party shall be entitled to injunctive relief from such court or courts as shall have jurisdiction, and (d) such injunctive relief shall be in addition to, and not in lieu of, other remedies available to Disclosing Party at law or in equity.

12. **Employee Protection.** For a period of five (5) years following receipt of the Confidential Information, ... will not, directly or indirectly, solicit for employment any employees of Fiplex Communications with whom ..... has had contact in connection with the Purpose. Fiplex Communications will not, directly or indirectly, solicit for employment any employees of ..... with whom Fiplex Communications has had contact in connection with the Purpose. This provision does not, however, prohibit either party from hiring employees who may respond to general solicitations, such as advertisements for employment published in newspapers or magazines, provided that the employee has responded to such general solicitation without prompting from either Fiplex Communications, ..., or its agents.

2101 NW 79th Avenue . Miami FL 33122 . United States
Phone: (305)884-8991 . Fax: (305)884-4041 . E-mail: info@fiplex.com . www.fiplex.com

13. **Accuracy of Information.** Disclosing Party makes no representations or warranties, express or implied as to the accuracy or completeness of any information provided to Receiving Party. Receiving Party agrees that it is Receiving Party's obligation to exercise appropriate due diligence and judgment on all material matters.

14. **Miscellaneous.** This Agreement shall be construed under and governed by the laws of the State of Florida and shall be deemed to have been made and entered into in the State of Florida. This Agreement supersedes and replaces any and all prior understandings or agreements between the parties with respect to the subject matter of this Agreement. This Agreement can only be modified by a written document, signed by both parties. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein; or if any one or more of the provisions of this Agreement shall for any reason be held to be excessively broad, it shall be construed or modified so as to be enforceable to the extent compatible with the law and the intentions of the parties.

15. **Effect of Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, email, or other electronic means, shall be effective and sufficient to bind the executing party.

16. **Representatives**. Fiplex Communication's representative is …….. . ..... representative is ..... These representatives shall be informed of all disclosures made under this Agreement.

17. **Joint Developments**. It is not the intent of this Agreement to provide for joint developments. All inventions, whether patentable or not, made during the term of this Agreement shall be owned by Fiplex Communications if made by an employee of Fiplex Communications; and shall be owned by ....., if made by an employee of ..... It is understood that each party is an independent contractor and it is not the intent of this Agreement to create a partnership, agency, joint venture or employer-employer relationship.

18. **Term**. Termination of this Agreement shall not release either party from any of the obligations of confidentiality and non-use set out above with respect to any disclosure made during the term of this Agreement.

19. **Expenses**. Each party shall bear its own expenses under this Agreement. Each party shall assume all risk for damage to its property and injury or death to its employees and agents under this Agreement and hereby releases the other party and shall hold the other party harmless from any and all liabilities, claims or causes of action for any injury, disease, sickness or damage to person or property arising under this Agreement.

Agreed for and on behalf of
Fiplex Communications, Inc.:

Signed by: ……..

Name: ……..

Title: ……..

Date: ……..

Agreed for and on behalf of
.....

Signed by: ……..

Name: ……

Title: …….

Date: …….

2101 NW 79th Avenue . Miami FL 33122 . United States
Phone: (305)884-8991 . Fax: (305)884-4041 . E-mail: info@fiplex.com . www.fiplex.com