

Date: 24th January 2019

Subject: Confidentiality Request for: YSD-5840-SS-1122

Pursuant to FCC 47 CFR 0.457(d) and 0.459 and IC RSP-100, Section 9.4, the applicant requests that a part of the subject FCC application be held confidential.

Type of Confidentiality Requested		Exhibit
☐ Short Term	☒ Permanent	Block Diagrams
☒ Short Term		External Photos
☐ Short Term	☒ Permanent* ¹	Internal Photos
☐ Short Term	☒ Permanent	Operation Description/Theory of Operation
☐ Short Term	☐ Permanent	Parts List & Placement/BOM
☐ Short Term	☐ Permanent	Tune-Up Procedure
☐ Short Term	☒ Permanent	Schematics
☒ Short Term		Test Setup Photos
☐ Short Term	☒ Permanent* ³	User's Manual

REUTECH RADAR SYSTEMS, a division of REUTECH (PTY) LTD. has spent substantial effort in developing this product and it is one of the first of its kind in industry. Having the subject information easily available to "competition" would negate the advantage they have achieved by developing this product. Not protecting the details of the design will result in financial hardship.

Short-Term Confidentiality:

The applicant requests the exhibits selected above as short term confidential be withheld from public view for a period of 179 (one hundred and seventy nine days) days from the date of the Grant of Equipment Authorization and prior to marketing. This is to avoid premature release of sensitive information prior to marketing or release of the product to the public. Applicant is also aware that they are responsible to notify ACB in the event information regarding the product or the product is made available to the public. ACB will then release the documents listed above for public disclosure pursuant to FCC Public Notice DA 04-1705

Reason for material should be withheld from public inspection

Reutech Radar Systems supplies the Sub Surface Profile product into a competitive market. Reutech Radar Systems has invested substantially in the development of this product and anticipates having a competitive advantage once the product is launched ("trade secret"). It is therefore of commercial importance that information related to this product is not made available for public inspection as this could compromise the competitive position of the product and directly impact the commercial viability of the investment. It is anticipated that not protecting the details of the design will result in financial hardship.

The items identified in the table above are not available publicly. Items supplied to a customer (e.g. user manual) are subject to a confidentiality agreement between the customer and Reutech Radar Systems restricting disclosure of proprietary information. Technical information is only provided to trained technicians that are either in the employ of Reutech Radar Systems or in the employ of distributors bound by contractual agreements including confidentiality restricting disclosure of proprietary information.

Internal photos:

The product supplied is completely enclosed and is deployed in an access-restricted environment (underground tunnel mines). Access to internal circuit boards or components is only available to professional designated technicians either

¹ - The asterisked items (*) require further information to be provided to ACB before permanent confidentiality will be extended to these exhibits. Please refer to FCC KDB 726920 and the specific Document link for 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.

in the employ of Reutech Radar Systems or in the employ of distributors bound by contractual agreements including confidentiality restricting disclosure of proprietary information.

Long-Term Confidentiality

1. Internal photos are not made available for general display, but are contained in maintenance documentation for servicing and repair purposes. Such documentation is only made available to support personnel in the employ of Reutech Radar Systems and to distributor support personnel where the distributor is bound contractually to Reutech Radar Systems preventing disclosure of proprietary information. This also goes for technical description documents and the user and operator's manual.
2. The Sub Surface Profiler is utilized for scanning underground mine tunnel walls. The systems are supplied to and deployed within the mining operation. As such these systems are not accessible by the general public. Servicing of these systems is only done by professional designated technicians authorized to enter the mine.
3. Contractual agreements between Reutech Radar Systems and distributors include Terms and Conditions that amongst others specify confidentiality and non-disclosure.

An example clause contained within the contractual agreement between Reutech Radar Systems and a distributor is given below:

1 INTERPRETATION AND DEFINITIONS

1.1.1 "Confidential Information"

means any information or data which by its nature or content is identifiable as confidential and/or proprietary to a Party and/or any third party, or which is provided or disclosed in confidence; and which such Party or any person acting on its behalf may disclose or provide to it or which may come to the knowledge of such Party by whatsoever means, including but not limited to the terms of this Agreement, all information relating to a Party's current and existing strategic objectives, its business activities, business relationships, technical, scientific, commercial, financial and market information and trade secrets, data concerning its architectural information, demonstrations, processes and machinery, all agreements to which it or its customers is/are a party; information relating to the Goods and information relating to its customers and facilities, but specifically excluding information or data which: is lawfully in the public domain at the time of disclosure thereof; or subsequently becomes lawfully part of the public domain by publication or otherwise; or becomes available from a source other than one of the Parties which is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or is disclosed pursuant to a requirement or request by operation of law, regulation or court order.

2 INTELLECTUAL PROPERTY

- 2.1 The Manufacturer and its licensors retain all rights to Intellectual Property, and in respect of, the Goods, the Distributor shall only market, sell the Goods and related items subject to this Agreement and for the purposes for which they have been developed, manufactured and supplied to the

Distributor. The Distributor may only use the Manufacturer's trademarks for the purposes of this Agreement and only to the extent expressly authorised by the Manufacturer in writing.

- 2.2 Without limitation to the above, the Distributor shall not have any right directly or indirectly to copy, reverse engineer or manufacture the Goods, or any part thereof, or to license, lease, dispose of, distribute, disclose or otherwise exploit any Intellectual Property whatsoever of the Manufacturer and its licensors, or any part thereof, or allow others to do so.
- 2.3 Should the Distributor become aware of any threatened or actual infringement of any right to Intellectual Property of the Manufacturer or its licensors, then the Distributor shall forthwith in writing inform the Manufacturer accordingly and shall provide such cooperation and assistance as the Manufacturer may reasonably require in the enforcement of its rights against any person.
- 2.4 In the event of any claim being proved by a third party in respect of an infringement of any intellectual property rights relating to any part of the Goods (other than a part based on a design or instructions furnished by the Distributor), the Manufacturer shall at its expense and sole election either replace or modify such part with a non-infringing part or procure the right for the Distributor to use such a part, provided that the Manufacturer is given full opportunity to conduct all negotiations in respect of such claim. Such claim shall not be acknowledged or settled by the Distributor without prior written consent of the Manufacturer.
- 2.5 The Distributor warrants that any design or instructions furnished by it shall not be such as to cause the Goods to infringe any intellectual property rights of a third party.

3 CONFIDENTIALITY

- 3.1 Each Party shall not (and shall take all reasonable steps to ensure that its employees and agents shall not) for the duration of this Agreement, or at any time after the expiry or termination for whatsoever reason of this Agreement, disclose to any person (other than to its professional advisers on a need to know basis, or in compliance with a court order) or otherwise make use of any Confidential Information disclosed to it.
- 3.2 The following are to be treated as **long term confidential** (permanent) and are not made available: block diagrams, internal photographs, technical description documents, the user and operator's manual.

Nothing in this clause 3 shall restrict the rights of either Party to use Confidential Information for the purposes of legal enforcement of this Agreement in accordance with its terms.

For and on behalf of Reutech Radar Systems, A Division of Reutech (Pty) Ltd

Sincerely,

By:


Mining & Commercial Executive

J de Beer