26F.-12, No.99, Sec. 1, Xintai 5th Rd., Xizhi Dist.,
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E legal@qbictechnology.com

13th February 2019

Federal Communications Commission
Office of Engineering and Technology
Equipment Authorization Division

Subject: Confidentiality Request for: *2AF82-TD0350* and *2AF82-TD0350H*

Dear Sir/Madam:

Pursuant to Sections 0.457(d) and 0.459 of the FCC Rules, We, Qbic Technology Co., Ltd. ("Qbic"), hereby request the Exhibits/Items listed below be withheld from public inspection or disclosure.

- **Internal photos**

Rationale for request for confidentiality:

Qbic Technology Co., Ltd. ("Qbic") has invested considerable time and materials in research and development to produce the referenced device. Disclosure of the portions of this application to competitors would not only give them significant competitive advantages in developing similar device s, but would also disclose successful implementation of unpublished, leading edge technology and solutions developed and / or implemented by Ericsson, with actual and patents pending. And:

1) the circuit board or internal components are not accessible to users
The device is sealed with Hex Security Screws therefore the circuit board or internal components are not accessible to users and can be held confidential. Any attempt to disassemble the cover of the device will void the product warranty.
2) The device is a non-consumer device which sales on a B2B basis (The device is only sales to System Integrators or Individual SystemvVendors). And all sales for these devices are under the premise of a Non-Disclosure Agreement ("NDA") with Qbic, including third party sales, and only serviceable by the licensee or his designated / authorized technicians. As per the attached **Exhibit A.** for the NDA which is regularly signed by.
3) Please also noted that we already had discovered some suspicious counterfeit behavior in the market and a warning letter had been sent on 2019/1/28.

Confidential product information can be found in internal photos which contain product details not disclosed to or accessible by the general public. Under such special circumstances, we (Qbic) therefore request the internal photos to be held for Long Term Confidentiality based on the above justification.

Should additional information be required, please contact the undersigned.

Sincerely,

Vincent Chen 2019.02.20

[*Signature*]

Vincent Chen
Director
Qbic Technology Co., Ltd.
Vincent.Chen@qbictechnology.com

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Exhibit A.

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "***Agreement***") is made and entered into as of *February 14, 2019* ("***Effective Date***") by and between:

[redacted] (the "***Company***"), a limited liability company duly organized and existing under the laws of United States, with a principal place of business at [redacted] and

Qbic Technology Co., Ltd. (the "***Qbic***"), a corporation duly organized and existing under the laws of Taiwan, with principal address at *26F-12, No. 99, Sec. 1, Xintai 5th Road, Xizhi District, New Taipei City 221, Taiwan (R.O.C.).*

Qbic and ***Company*** are hereinafter referred to collectively as the "***Parties***" or individually as a "***Party***."

The Agreement, effective as of the date of the last signature set forth on the execution page hereto ("***Effective Date***"), has been made to protect and preserve certain confidential and proprietary information which is disclosed by or made available to any one of the Parties (the "***Disclosing Party***"), to any other of the Parties (the "***Receiving Party***") for the "***Purpose***" (as defined be low). In the course of the Parties' discussions relating to the Purpose, the Parties expect that each is or may become a recipient of the other Party's "***Confidential Information***" (as defined below). The Parties intend by this Agreement to limit the manner and extent to which each Party may use or disclose the other Party's Confidential Information.

1. **Definition.**
   - 1.1 Purpose: The term "Purpose" means (i) evaluating, discussing, negotiating whether to engage in a business arrangement and/or product development project between the Parties relating to their respective businesses, and (ii) if the parties agree to enter into such a relationship, then to implement, develop, further and facilitate such arrangement which the Parties may enter into transactions relating to the purchase and sale of products.
   - 1.2 Confidential Information: The term "Confidential Information" means any non-public information or material relating to the existing or prospective business and/or technology data disclosed by the Disclosing Party to the Receiving Party in any manner, whether orally, visually or in tangible form and all copies thereof. Confidential Information may include, without limitation, any and all software (whether in object code or source code), product/service specifications, drawings, designs, prototypes, internal photos, layouts, roadmap information, system and software architectures/block diagram, firmware, technical data provided upon registration, schematics and other technical, business, financial, marketing and product development plans, financial and pricing information, customer and supplier lists and related data, know-how, or which is otherwise (a) disclosed in tangible form clearly labeled as confidential or proprietary at the time of disclosure; (b) disclosed in non-tangible form, identified as confidential or proprietary at the time of disclosure; or (c) designated as confidential or proprietary by the disclosing Party in a writing delivered to the receiving Party within thirty (30) days after disclosure. For the avoidance of doubt, the Qbic platform application program interface ("***Qbic API***") will be the Confidential Information of Qbic, regardless of whether they are marked or identified as confidential or proprietary.
   - 1.3 Affiliates: The term "Affiliates" means a Party's parent or subsidiary company or a corporate affiliate that controls, is controlled by or under common control with such Party.
2. **Exceptions to Confidentiality.** Notwithstanding any other provisions of this Agreement, each Party acknowledges that Confidential Information shall not include any information which the recipient Party can show: (a) is now or becomes part of the public domain through no fault or omission of the recipient