

1321 Valwood Parkway, Suite 620 Carrollton, Texas 75006 Tel: (972) 243-7208 Fax: (972) 243-8034 www.sirit.com

April 12, 2005

Attn: Reviewing Engineer
Federal Communications Commission
7435 Oakland Mills Road
Columbia, MD 21046

RE: CONFIDENTIALITY REQUEST FOR SIRIT TECHNOLOGIES TRDC SCHEMATIC DIAGRAM AND ELECTRONIC BLOCK DIAGRAM

To Whom It May Concern:

This letter serves as an official request for confidentiality under FCC Rule Section 0.459. We have requested that the schematic diagrams and electronic block diagram required to be submitted with this application be withheld from public review, Core Analog and Texas Instruments. These documents are company proprietary information that could never get into the possession of your competition).

Please contact me if there is any information you may need.

Sincerely,

Donald J Bergeron VP, Manufacturing Sirit Technologies Inc.



## MFT Laboratories, Inc. Salety Certification - EMJ - Telecom - Environmental Simulation

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## Non-Disclosure Agreement

MET Laboratories, Inc. contemplates entering into a business relationship with Sirit Technologies Inc., a corporation having its principal place of business at Ontario, Canada.

In order for the MET Laboratories, Inc. to evaluate or enter into the contemplated business relationship, either party (hereinafter, a "Discloser") may disclose to the other party (hereinafter, a "Recipient") certain Confidential Information (as defined below). The contemplated business relationship is consulting, testing and certification.

Therefore, in consideration of its receipt of such Confidential Information from the other party, and of the prospective business relationship, each party agrees as follows, effective as of the date of the last signature below:

- "Confidential Information" means any proprietary, confidential and/or trade secret information of Discloser and/or others possessed by Discloser relating to, among other things, Discloser's products, services, technology, methodologies, specifications, manufacturing or operating methods, know-how, business or marketing plans, or business relationships. Confidential Information may be disclosed either in documentary form (including without limitation traditional tangible media such as written documents, photographs and drawings, and intangible media such as diskettes and other magnetic or electronic data), or orally or visually or in other non-documentary form (including without limitation presentations, displays or inspections of writings, designs, drawings, photographs, models, prototypes, samples, or facilities). Tangible objects, materials or media in which Confidential Information is embodied are referred to in this Agreement as "Confidential Materials".
- 2. Recipient (a) will not disclose Confidential Information except to its employees which Discloser has approved in advance, in each case only to the extent necessary to achieve the purposes contemplated by this Agreement and only to persons legally bound by written agreement or otherwise to comply with Recipient's obligations under this Agreement, (b) will not use Confidential Information except for the purposes contemplated by this Agreement, (c) will use at least the same degree of care to safeguard Confidential Information that it uses to protect its own confidential and proprietary information, and in any event not less than a reasonable degree of care under the circumstances, and (d) will make copies of Confidential Materials only as needed for such purpose, all of which shall include any existing markings indicating that they are Confidential Information of Discloser, or shall have markings supplied by Recipient. These obligations will continue in effect for five (5) years after the date of disclosure.







## MET Laboratories, Inc. Salety Certification - EMI - Telecom - Environmental Stimulation

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directly or indirectly from Discloser.

3. Confidential Information shall not include information that: (a) was in the public domain when disclosed; (b) becomes public domain after disclosure, other than as a result of Recipient's violation of this Agreement; (c) was in Recipient's possession when disclosed and was not acquired directly or indirectly from Discloser; (d) is shown by written evidence to have been developed by Recipient independently after disclosure without benefit of the Confidential Information; or (e) was received after disclosure from a third party who did not require it to be held in confidence and who did not acquire it

- 4. Recipient will notify Discloser immediately of any breach of this Agreement, of which it becomes aware, and will assist and cooperate with Discloser in minimizing the consequences of such breach. If Recipient is required by order of any court of competent jurisdiction, by any governmental agency, by any applicable law, rule or regulation, or by any applicable stock exchange or stock association rule, to disclose Confidential Information, Recipient shall notify Discloser of the requirement prior to disclosure and as soon as possible, but in no event later than two business days after learning of such requirement, to provide Discloser a reasonable opportunity to protect its Confidential Information by protective order or other means.
- This Agreement is the complete and exclusive agreement of the parties with respect to this subject matter, supersedes all prior and contemporaneous written or oral understandings relating thereto, and shall survive the expiration or termination of any other agreement,

MET Laboratories, Inc. Company: Sirit Technologies, Inc. By: Mush hue
Authorized Signature Authorized Signature Name (Print or Type) Donald J. Bergeron Vice President, Manufacturing President

Title

8/8/05 April, 12, 2005