



Date: June 19, 2018

Federal Communications Commission  
Authorization and Evaluation Division

To: Federal Communications Commission

Confidentiality Request regarding User Manual and Interior Photograph Exhibits for  
FCC ID: 2AL4V13EA2AL4V

We recently became aware that the User Manual and Interior Photograph exhibits have been available to the public on the FCC website since the issuance of the grant on 09/06/2017 and request long term confidentiality for them based on the below:

1. The device is used for clinical research purposes only. Each clinical site that participates in the clinical studies signs a non-disclosure agreement or a clinical research agreement that includes a non-disclosure section. Attached is a sample of the NDA.
2. The device is not for sale, but for clinical research only.
3. The internal photographs that are in a possession of ITL testing lab is protected by a non-disclosure agreement. The Laboratory takes care to ensure the confidentiality of customer data and takes various measures to ensure this confidentiality, such as, including but not limited to: Prevention of unaccompanied access of unauthorized persons to the test sites; Transmission of information relating to the tests only to the address given by the customer at the time of other order; and all new employees must sign, upon employment, a Confidentiality Non-Disclosure Agreement that states that all information that is obtained as part of ITL's activities is confidential etc.
4. At the grantee site, all confidential information, including the internal photographs are stored in a secured server. All Grantee's employees and consultants have signed an NDA.
5. Each device is provided to the clinical research sites in a controlled manner on a temporary basis and is collected after the study is completed. None of the device's parts are serviceable by anybody but the Grantee. Any opening or disassembly of the device to access internal components is strictly prohibited.
6. The key terms and stipulations of the NDA, to indicate consistency between the long-term confidentiality request letter and the NDA itself:  
Receiving Party has received and/or shall receive certain information from the Disclosing Party, which is proprietary to the Disclosing Party and/or confidential (Confidential Information) so that the Receiving Party may review such information for the sole purpose of providing such services. The Receiving Party shall not, directly or indirectly, disclose, display, provide, transfer or otherwise make available all or any part of the Confidential Information to any person, corporation, association or any other

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Rishon Le Zion, 7570452, Israel

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entity, without obtaining the prior written permission from the Disclosing Party.

The Receiving Party acknowledges that Confidential Information is unique and valuable, and that the disclosure in breach of this Agreement will result in irreparable injury to the Disclosing Party for which monetary damages alone would not be an adequate remedy.

Based on the above we request long term confidentiality for the User Manual and Internal Photographs.

I attest to the fact that we are aware that the application has been made visible on the World Wide Web.

Thank you,

  
Omer Shalev,  
R&D Manager, Ninnox Medical

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# CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is entered into as of \_\_\_/\_\_\_/2018 (the “**Effective Date**”) by and between keepMED Ltd., having an address at Moshe Sharett 29, Rishon Le Zion, Israel, (the “**Disclosing Party**”) and, \_\_\_\_\_ having an address at \_\_\_\_\_, Israel (the “**Receiving Party**”).

**WHEREAS** the Receiving Party is interested in providing services to the Disclosing party in connection with a novel system for treatment of Sleep Apnea under development by Disclosing Party, and as such has received and/or shall receive certain information from the Disclosing Party, which is proprietary to the Disclosing Party and/or confidential (Confidential Information) so that the Receiving Party may review such information for the sole purpose of providing such services (the “**Purpose**”); and

**WHEREAS** the parties agree that all Confidential Information is and will remain the sole property of the Disclosing Party and therefore would like to establish terms governing the use and protection of Confidential Information as further set forth herein.

**NOW, THEREFORE**, the parties agree as follows:

1. In this Agreement “**Confidential Information**” shall mean any and all information regarding the Disclosing Party, its customers, products, clinical and pre-clinical results and regulatory status, and other data related or connected thereto, including without limitation, concepts, ideas, know-how, inventions, trade secrets, experiments results and procedures, business plans, processes, analysis, specifications, formulas, patents and other intellectual property (whether registered or not) and any other related scientific, technical, trade or business information.
2. All information which is disclosed to the Receiving Party, whether by written documents or other tangible form (including on magnetic media and/or electronic media), by fax, email, oral discussions, visual or other means, shall be deemed, prima facie, Confidential Information.
3. The existence of this Agreement shall also be considered Confidential Information and shall be subject to the provisions of this Agreement.

4. The Receiving Party shall use the Confidential Information to which it has been exposed to, solely and exclusively for the Purpose.
5. The Receiving Party shall maintain the Confidential Information in strictest confidence as a fiduciary and shall take all reasonable measures to protect and preserve the confidentiality of the Confidential Information (in no event less extensive or stringent than the measures employed by it to safeguard its most valuable confidential information and trade secrets) and shall refrain from any practices which might adversely affect the value and confidential nature of the Confidential Information. The Receiving Party may disclose the Confidential Information to its employees on a "need to know" basis. Provided that such employees are bound by undertakings not less stringent than those contained herein and provided that the Receiving Party shall be liable for any breach hereof by its employees.
6. The Receiving Party shall not, directly or indirectly, disclose, display, provide, transfer or otherwise make available all or any part of the Confidential Information to any person, corporation, association or any other entity, without obtaining the prior written permission from the Disclosing Party.
7. Upon the Disclosing Party's first demand, the Receiving Party shall return or destroy any document or copy thereof held by the Receiving Party and/or given to it and any other kind of information, in any way or form, that aggregates or impersonates the Confidential Information.
8. The Receiving Party will promptly notify the Disclosing Party of any unauthorized release of Confidential Information.
9. The Receiving Party acknowledges that Confidential Information is unique and valuable, and that the disclosure in breach of this Agreement will result in irreparable injury to the Disclosing Party for which monetary damages alone would not be an adequate remedy. Therefore, the Receiving Party agrees that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach and any such relief shall be in addition to and not in lieu of any appropriate relief in the way monetary damages. In addition, any party which prevails in any legal dispute hereunder shall be entitled to collect its attorneys fees and expenses from the other party.
10. NA.

11. Neither party shall assign any of its rights or obligations hereunder, except to an affiliate or successor in interest, without the prior written consent of the other party.
12. The Confidential Information which shall be exposed by the Disclosing Party, in any way or form, will not grant the Receiving Party any right, title or interest over the said Confidential Information. All right, title and interest to the Confidential Information shall remain vested solely in the Disclosing Party at all times. The Confidential Information is provided "as is", and no representations or warranties, are given by the Disclosing Party in respect of the Confidential Information, including without limitation, warranties as to the accuracy or completeness of such Confidential Information. No offer or basis of any contract other than as set out in this Agreement is made or formed by the parties by the supply of the Confidential Information.
13. No amendment of this Agreement shall be effective unless made in writing executed by the duly authorized representatives of both parties.
14. This Agreement and the performance of the parties hereunder shall be governed by the laws of the State of Israel only. The competent court in Tel-Aviv-Jaffa shall have exclusive jurisdiction over any matter or dispute arising out of this Agreement.
15. This Agreement shall also be deemed to be an agreement for the benefit of the Disclosing Party.
16. This Agreement shall become effective as of the Effective Date and shall remain in force for a period of five years from the date of the last disclosure with respect to any Confidential Information received by the Receiving Party.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**Disclosing Party.**

By: Alex Rapoport

Date:\_\_\_\_\_

**Receiving Party**

By: \_\_\_\_\_

Date:\_\_\_\_\_