



Federal Communications Commission
Equipment Authorization Division
7435 Oakland Mills Road
Columbia, MD 21048

Date: Oct 6, 2020

Subject: Request for **Permanent Confidentiality**
FCC ID: **2AR2K-0002017**

To Whom It May Concern:

In accordance with §0.457(d) and §0.459 of CFR 47, and KDB 726920, Plenty Unlimited Inc. hereby requests permanent confidentiality for documents filed under the following exhibit types:

1. Sprinkles2_Block_Diagram_and_Schematic.pdf
2. Sprinkles2_Bill_of_Materials.pdf
3. Sprinkles2_Fab_and_Assembly_Drawing.pdf
4. EN-UserManual-081220-0049.pdf
5. Sprinkles2_Operational_Description.pdf
6. Internal Pictures.pdf

These items contain detailed system and equipment description and related information about the product which **Plenty Unlimited Inc.** considers to be proprietary, confidential and a custom design which otherwise would not be released to the general public. Since this design is a basis from which future technological products will evolve, **Plenty Unlimited Inc.** also feels that this information would be of benefit to its competitors, and that the disclosure of the information in these exhibits would give our competitors an unfair advantage in the market.

Please note that item 4 is **Plenty Unlimited Inc.**'s internal user manual for the use of the equipment. It contains proprietary information about the information collected in the course of its business. It is accessible only to employees under nondisclosure obligations to the company or manufacturers under nondisclosure agreements. The company's form of nondisclosure agreement is attached hereto as an exhibit. The equipment will only be used and accessed by company employees and such third-party manufacturers under NDA.

We are aware that exhibit types *cover letters, attestations, label document, test reports, RF exposure information (SAR and MPE reports)*, cannot be requested to be classified confidential and are thus subject to publication, as will be documents of all other exhibits types for which we have not requested a confidentiality classification.

DocuSigned by:

Jack Miller

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Signature

Name: Jack Miller
Title: Director, Legal
Company Name: Plenty Unlimited Inc.
Address: 590 Eccles Ave, South San Francisco, CA 94080

NONDISCLOSURE AGREEMENT

In connection with the Purpose (as defined below), Plenty Unlimited Inc. (together with each of its direct and indirect subsidiaries, the “Company”) may disclose to the person or entity set forth under the heading “Recipient” on the signature block hereof (the “Recipient” and each of Company and Recipient referred to individually herein as a “party” and collectively as the “parties”), or allow Recipient access to, certain Confidential Information (as defined below). In consideration of Company’s willingness to disclose Confidential Information to Recipient in order to facilitate the Purpose, which Recipient acknowledges as being valuable to Recipient and its business, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient agrees to the terms of this Nondisclosure Agreement (this “Agreement”) as follows:

1. Purpose. The parties wish to explore a business opportunity of mutual interest (the “Purpose”) and in connection with this opportunity, Company may disclose to Recipient certain confidential and proprietary technical and business information that the Company desires the Recipient to treat as confidential.

2. “Confidential Information” means any and all technical and non-technical information provided, disclosed, or made available to Recipient by Company, directly or indirectly, whether before, on or after the Effective Date, in writing, visually, orally, by inspection of tangible objects or otherwise, which shall include, without limitation: documents, sketches, drawings, works of authorship, models, inventions, know-how, processes, algorithms, software programs, software source documents, prototypes, recipes, nutrients, formulas, ingredient lists, samples, crop mixes, growing configurations, performance data (including, without limitation, crop yield, water, energy usage, sensor and other data), grow operating conditions (including, without limitation, temperature, humidity, airflow and lighting characteristics), facilities, equipment, financial information, customer lists, business and contractual relationships, business forecasts and marketing plans. Confidential Information will also include, without limitation, the Purpose, the existence and terms of any relationship between Company and Recipient, and the existence and terms of this Agreement. Confidential Information may also include information disclosed to Company by third parties. Confidential Information will not, however, include any information that Recipient can demonstrate (a) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipient by Company; (b) became publicly known and made generally available after disclosure to Recipient by Company through no action or inaction of Recipient; or (c) was in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by Company, as shown by Recipient’s files and records.

3. Non-use and Nondisclosure. Recipient will not use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Purpose. Recipient will not disclose any Confidential Information to any person or entity, except to those employees of Recipient who (i) are required to receive the Confidential Information in order to evaluate or engage in discussions concerning the Purpose, (ii) are informed of the confidential nature of the Confidential Information and existence of this Agreement and (iii) are subject to non-use and nondisclosure obligations, applicable to the Confidential Information and enforceable by Recipient, no less restrictive than this Agreement (such parties, the “Permitted Representatives”). Recipient agrees to be

responsible and liable for any improper use of the Confidential Information or any breach of this Agreement by any Permitted Representative, as if a breach by Recipient hereunder. Recipient will not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody Company’s Confidential Information and that are provided to Recipient in accordance with this Agreement.

4. Maintenance of Confidentiality. Recipient will at all times protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient will take at least those measures that Recipient takes to protect its own most highly confidential information, but in no case less than reasonable care. Recipient will not make any copies of Confidential Information unless approved in writing by the Company. Recipient will reproduce Company’s proprietary rights notices on all approved copies. Recipient will immediately notify Company in the event of any unauthorized use or disclosure of the Confidential Information. Notwithstanding the above, Recipient may disclose certain Confidential Information solely to the extent that such disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that Recipient provides Company with prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist Company in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

5. No Obligation. Nothing in this Agreement will obligate Company or Recipient to proceed with any transaction between them, and each of them reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose.

6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies of them will be and remain the property of Company. Upon Company’s request, Recipient will (a) promptly deliver to Company all Confidential Information, without retaining any copies, and (b) promptly destroy analyses, studies, and other documents prepared based on the Confidential Information, without retaining copies.

8. No License. Nothing in this Agreement is intended to grant any rights to Recipient under any patent, copyright, or other intellectual property right of Company, nor will this Agreement grant Recipient any rights in or to the Confidential Information, except as expressly set forth in this Agreement.

9. Term. This Agreement will survive until all Confidential Information becomes publicly known and made generally available through no action or inaction of Recipient.

10. Remedies. Recipient acknowledges that any breach or threatened breach of this Agreement would cause irreparable harm to Company, and in addition to any other remedies at law or in equity that Company may have, Company is entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

11. Indemnification. Recipient agrees to indemnify and hold harmless Company from any damage, loss, cost, or liability (including reasonable attorney fees) arising or resulting from any unauthorized use or disclosure of the Confidential Information by Recipient or any of its Permitted Representatives.

12. Recipient Information. Company does not wish to receive any confidential or proprietary information from Recipient, and Company assumes no obligation, either express or implied, with respect to any information disclosed by Recipient.

13. Feedback. Recipient agrees that all feedback, advice, recommendations, suggestions, modifications or other ideas provided by Recipient regarding the Confidential Information constitutes the sole property of Company. Recipient further agrees to assign (or cause to be assigned) and does hereby assign fully to Company any intellectual property rights relating thereto, whether such rights arise under federal or state intellectual property laws. Recipient hereby agrees and warrants that all feedback, advice, recommendations,

suggestions, modifications or other ideas provided by Recipient regarding the Confidential Information shall in no way include the intellectual property of any third party.

14. Miscellaneous. This Agreement will bind and inure to the benefit of Recipient and Company, and their respective successors and assigns. This Agreement will be governed by the laws of the State of California, without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the state or federal courts located in San Mateo County, California, and the parties hereby consent to the personal jurisdiction and exclusive venue of these courts. This document contains the entire agreement between Recipient and Company with respect to the subject matter of this Agreement. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by each of Company and Recipient.

ACKNOWLEDGED AND AGREED as of the date set forth below:

“RECIPIENT”

(Print full legal name of entity or individual)

By: _____
(Sign here)

Name: _____
(Print name, if signing for entity)

Title: _____
(Print title, if signing for entity)

Date: _____