



LUMINARE

Business Associate Agreement

This Confidentiality Agreement (the “Agreement”) is entered into as of the Marcus Rydberg by and between Luminare, Inc (hereinafter “LUMINARE”), and Luminare Inc , (hereinafter Luminare“).

LUMINARE and Luminare are referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS ,

- (a) The Parties are willing to share Confidential Information regarding a potential opportunity for LUMINARE to provide products and services to Luminare (“Purpose”);
- (b) LUMINARE owns all intellectual property incorporated into the products or services which is protected as patents, trademarks, copyrights, or trade secrets;
- (c) Either Party may be either a Disclosing (“Provider”) Party or a Receiving (“Recipient”) Party;
- (d) As a condition of providing such Confidential Information to a Receiving Party, the Parties shall require the Receiving Party and their Representatives (subsequently defined in **Definitions**) maintain the strict confidentiality of any and all Confidential Information;
- (e) Subject to the terms and conditions contained in this Agreement, the Parties are willing to provide access to Disclosing Party’s Confidential Information, as necessary to enable performing the Purpose;

and

WHEREAS , the Parties desire to set forth the terms under which they will exchange and safeguard such Confidential Information.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual covenants and agreements of the Parties contained herein, the Parties agree as follows:

1. Definitions

In this Agreement a Party Receiving Confidential Information shall be deemed the “Recipient” and a Party Disclosing Confidential Information shall be deemed the “Provider.” Each Recipient shall limit access to Confidential Information to only those of its principals, officers, directors, employees and authorized agents or representatives, including outside advisors, who have a need-to-know such Confidential Information for the Purpose for which it is disclosed under this Agreement (“Authorized Recipients”).

In this Agreement, the following words and phrases shall have the following meanings:

- (a) “Confidential Information” shall mean and include:
 - Discussions and negotiations related to the Purpose;
 - The existence and terms of this Agreement;
 - All information furnished by the Provider including but not limited to (i) all corporate documents, financial reports, products, services, operations, plans, know-how, trade secrets, intellectual property, information security, business affairs, intentions, or market opportunities, personnel, clients, customers, or suppliers information or (ii) information specifically labeled as “Confidential” or “Proprietary”; and
 - Any analysis, reports, studies, communication, interpretations, compilations, memoranda, notes, or any other written or electronic information prepared by the Receiving Party or its Representatives which contain, reflect or are based, in whole or on part, upon such information.
- (b) “Representatives” means the directors, officers, employees, engineers, and consultants of a Party hereto or its Affiliates.



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- (c) “Affiliate”, means, with respect to a Party hereto, any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For the purposes of this definition, “control” when used with respect to any specified person means the power to direct the management and policies of such person directly or indirectly, through the ownership of voting securities or the right to elect the majority of the members of the board of directors of such person; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

2. Use and Non-disclosure

2.1 Each Recipient shall:

- (a) Take all reasonable measures to keep secret, retain in strictest confidence and prevent unauthorized duplication, use and disclosure of the Confidential Information in a manner adequate to protect the Provider’s rights and shall not, without prior written authorization from Provider, use the Confidential Information for any purpose whatsoever other than for the purpose of evaluating the Product;
- (b) Disclose only such portions of the Confidential Information to its Authorized Representatives as is strictly required for the purpose of evaluating the Product and only to those Authorized Representatives who have a need to know the same and who have agreed in writing to maintain the confidentiality of the Confidential Information; When a Recipient discloses Confidential Information to any Authorized Representative it shall be the Recipient’s responsibility to ensure that all Authorized Representatives shall be informed at the time of disclosure of the confidential and proprietary nature of the Confidential Information and recognize the Provider’s claim of proprietary status for all Confidential Information, together with the restrictions on duplication, use and disclosure contained in this Agreement;
- (c) Promptly notify the Provider in writing if the Recipient learns of any unauthorized duplication, use or disclosure of the Confidential Information and shall be liable for any breach of this Agreement by it or any of its Representatives;
- (d) Not disclose, without the prior written consent of Provider, any Confidential Information, the fact that the Confidential Information has been made available to it, or that the Parties have entered into this Agreement, to any person other than in accordance with the terms of this Agreement, except in the event that the Recipient or its Representatives are required by law to otherwise disclose any Confidential Information. In the event that the Recipient or its Representatives becomes legally compelled to disclose any of the Confidential Information, the Recipient or its Representatives will provide prompt notice and will exercise its best efforts, in conjunction with the Provider to seek a protective order or other appropriate remedy to assure continued maximum confidentiality.

3. Acknowledgment by Recipient

Each Recipient acknowledges and agrees that: (a) the provision by the Provider of any Confidential Information to any other third party bound by confidentiality obligations similar to the Recipient’s obligations under this Confidentiality Agreement does not render such Confidential Information as Non-proprietary Information; (b) the Provider does not make any representation or warranty as to the accuracy or completeness of the Confidential Information; (c) the Provider shall have no liability to the Recipient or any of its Representatives resulting from any use of the Confidential Information by the Recipient or any of its Representatives; (d) this Agreement does not create a relationship of agency, partnership, joint venture, or license between the Parties (e) that Recipient shall use no less standard of care and protection in preserving the confidential nature of Provider’s Confidential Information than Recipient customarily uses in preserving and safeguarding its own proprietary and business confidential information.

4. Internal Use and Return of Confidential Information



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The Recipient will not duplicate the Confidential Information, in whole or in part, except within its own organization as and to the extent necessary for the purposes of this Agreement, without, in each instance, securing the Provider's prior written approval. At any time, upon the request of Provider for any reason whatsoever, and within five (5) days of such request, Recipient shall return to Provider or, at the Provider's election, destroy and certify to the reasonable satisfaction of the Provider to the destruction of all original copies related to the Confidential Information and any and all copies or other reproductions or extracts thereof, together with such documents, memoranda, notes and other writings whatsoever, prepared by Recipient and its Representatives based on the Confidential Information.

5. No Grant of Rights

The Parties acknowledge and agree that all information provided under this Agreement is and shall remain the property of the Provider. This Agreement shall not be construed to grant to the Recipient any rights with respect to the Provider or its Affiliates' Confidential Information nor create any license between the Parties under any trade secret right, trademark, patent or copyright, applications or any other intellectual property rights covering any part of such Confidential Information which are now or may hereafter be owned by Provider, other than for the purpose of this Agreement.

6. Entire Agreement

This Agreement supersedes all previous agreements between the Parties regarding the Confidential Information. Therefore, this Agreement expresses the entire Agreement between the Parties hereto with respect to the communication and delivery of Confidential Information and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors. This Agreement is not assignable by the Recipient.

7. Term

This Agreement shall become effective on the later date of signature by the Parties and shall remain valid for a period of the later of 5 (five) years from the effective date or the date of disclosure. Notwithstanding the foregoing, the Recipient (or its Representatives) will not be released from its obligations hereunder until and unless (i) the Confidential Information becomes Non-proprietary Information or (ii) the Provider releases it by written notice

8. Entire Agreement and Amendments

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may only be modified or amended by a writing signed by both parties. Both parties explicitly acknowledge and agree that all subsequent oral agreements, oral understandings and oral proposals are null and void.

9. Waiver and Severability

No provision of this Agreement will be waived and no breach excused unless the waiver or consent is in writing and is signed by the party that is claimed to have waived or consented. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions will continue in full force and effect as if the Agreement had been executed without the invalid portion.

10. Governing Law and Jurisdiction

The interpretation and enforcement of this agreement shall be in accordance with the laws of the State of Texas, notwithstanding its conflicts of law principles. Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of this Agreement, shall be brought in the state or federal courts within the State of Texas, and each of the parties hereto consent to the exclusive jurisdiction of such courts and to such venue.



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IN WITNESS WHEREOF the Parties hereto has executed this Agreement as of the 2017-12-13

Singature: _____	Singature: _____
Name (print): _____	Name (print): Marcus Ryd- berg
Date: 2017-12-13	Date: 2017-12-13
Address for Notification: Luminare P.O. Box 202051 Houston, TX 77025	Address for Notification: Luminare Inc Something Another, TX, 77025