

Low Power Company, Inc.
Confidentiality and Intellectual Property Assignment Agreement

In consideration and as a condition of my service relationship, whether as an employee, consultant, advisor or otherwise (collectively, "Service Relationship") with, or my continued Service Relationship by, Low Power Company, Inc. or any of its subsidiaries (collectively, the "Company"), I, Peter Theunis, agree to the terms and provisions of this Confidentiality and Intellectual Property Assignment Agreement (this "Agreement") as follows:

1. **Confidential Information.** (a) I agree that all information, whether or not in writing, concerning the Company's business, technology, business relationships or financial affairs which the Company has not released to the general public (collectively, "Confidential Information") is and will be the exclusive property of the Company. Confidential Information also includes information received in confidence by the Company from its customers or suppliers or other third parties. Confidential Information may include, without limitation, information on finance, structure, business plans, employee performance, staffing, compensation of others, research and development, operations, manufacturing and marketing, strategies, customers, files, keys, certificates, passwords and other computer information, as well as information that the Company receives from others under an obligation of confidentiality.

(b) I will not, at any time, without the Company's prior written permission, either during or after my Service Relationship, disclose any Confidential Information to anyone outside of the Company, or use or permit to be used any Confidential Information for any purpose other than the performance of my duties as a service provider of the Company. I will cooperate with the Company and use my best efforts to prevent the unauthorized disclosure of all Confidential Information. I will deliver to the Company all copies of Confidential Information in my possession or control upon the earlier of a request by the Company or termination of my Service Relationship.
2. **Developments.** (a) I will make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, modifications, improvements, processes, algorithms, mask works, databases, computer programs, formulae, techniques, trade secrets, graphics or images, and audio or visual works and other works of authorship (collectively "Developments"), whether or not patentable or copyrightable, are created, made, conceived or reduced to practice, in whole or in part, by me (alone or jointly with others) or under my direction during the period of my Service Relationship to and only to the fullest extent allowed by California Labor Code Section 2870 (which is attached as Appendix A), *provided, however*, that if I am classified by the Company as a consultant, I will be obligated to only make full and prompt disclosure of Company-Related Developments (as defined below) and related Intellectual Property Rights therein (as defined below). I acknowledge that all work performed by me is on a "work for hire" basis, and I hereby do assign and transfer and, to the extent any such assignment cannot be made at present, will assign and transfer, to the Company and its successors and assigns all my right, title and interest in (i) all Developments that (A) relate to the business of the Company or any customer of or supplier to the Company or any of the products or services being researched, developed, manufactured or sold by the Company or which may be used with such products or services; or (B) result from tasks assigned to me by the Company; or (C) result from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company (collectively, "Company-Related Developments"), and (ii) all related patents, patent applications, trademarks and trademark applications,

copyrights and copyright applications, and other intellectual property rights in all countries and territories worldwide and under any international conventions (“Intellectual Property Rights”). I understand that to the extent this Agreement is required to be construed in accordance with the laws of any state which precludes a requirement in an employee or other service provider agreement to assign certain classes of inventions made by an employee or other service provider, this paragraph 1 will be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes.

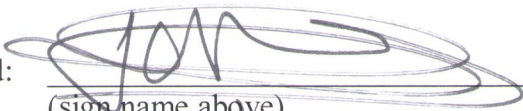
(b) I will not incorporate, or permit to be incorporated, any Prior Invention (as defined below) in any Company-Related Development without the Company’s prior written consent. A “Prior Invention” is any Development that I have, alone or jointly with others, conceived, developed or reduced to practice prior to the commencement of my Service Relationship with the Company that I consider to be my property or the property of third parties. If, in the course of my Service Relationship with the Company, I incorporate a Prior Invention into a Company product, process or machine or other work done for the Company, I hereby grant to the Company a nonexclusive, royalty-free, paid-up, irrevocable, worldwide license (with the full right to sublicense) to make, have made, modify, use, sell, offer for sale and import such Prior Invention.

3. **Enforcement of Intellectual Property Rights.** I will cooperate fully with the Company, both during and after my Service Relationship with the Company, with respect to the procurement, maintenance and enforcement of Intellectual Property Rights in Company-Related Developments. I will sign, both during and after the term of this Agreement, all papers, including without limitation copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development.
4. **Survival and Assignment by the Company.** I understand that my obligations under this Agreement will continue in accordance with its express terms regardless of any changes in my title, position, duties, salary, compensation or benefits or other terms and conditions of my Service Relationship. I further understand that my obligations under this Agreement will continue following the termination of my Service Relationship regardless of the manner of such termination and will be binding upon my heirs, executors and administrators. The Company will have the right to assign this Agreement to its affiliates, successors and assigns. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any parent, subsidiary or affiliate to whom I may be transferred without the necessity that this Agreement be reexecuted at the time of such transfer.
5. **Severability.** In case any provisions (or portions thereof) contained in this Agreement will, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
6. **No Service Relationship Obligation.** I understand that this Agreement does not create an obligation on the Company or any other person to continue my Service Relationship. I acknowledge that, unless otherwise agreed in a formal written agreement signed on behalf of the Company by an authorized officer, my Service Relationship with the Company is at will

and therefore may be terminated by the Company or me at any time and for any reason, with or without cause.

- 7. Governing Law.** This Agreement and actions taken hereunder shall be governed by, and construed in accordance with the laws of the State of Delaware, applied without regard to conflict of law principles.

IN WITNESS WHEREOF, the undersigned has executed this Confidentiality and Intellectual Property Assignment Agreement as of the date set forth below.

Signed:  _____
(sign name above)

Date: 3/4/15

Name: Peter Theunis

APPENDIX A

California Labor Code Section 2870. **Application of provision providing that employee shall assign or offer to assign rights in invention to employer.**

- (i) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
 - (A) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
 - (B) Result from any work performed by the employee for his employer.
- (ii) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.