Lopoco Inc 212 Thompson Square Mountain View CA 94043

03/09/2015

Hubert Derenne 77 Van Ness Avenue Suite 101-1826 San Francisco. CA 94102 USA

Dear **Hubert**:

We are pleased to present the following offer of employment. This letter will summarize and confirm the details of our offer for you to join **Lopoco Inc**, in the position of **Senior Software Developer**, commencing on **10/01/2015** and reporting to **Andrew Sharp**. In this position, you will play a key role in **developing the Lopoco low power server software platform**.

Here are the specific details of our offer:

<u>Base Compensation:</u> Your compensation will be **\$110k** annually, less payroll deductions and required taxes and withholdings, and will be paid **on the last day of the month**. This is an exempt position and you are expected to work the hours necessary to get the job done.

Based on your start date of **10/01/2015**, your first opportunity for a review of your compensation will be **10/01/2016**.

<u>Benefits</u>: Lopoco Inc. offers a full range of benefits for you and your qualifying dependents as outlined in the attached Summary of Benefits. A representation of our benefits program will be given to you during your first week of employment.

<u>Vacation Policy</u>: Lopco Inc.'s vacation policy is to allow 12 days per year as paid days off, to be used as vacation or sick leave, or however the employee needs to us them. With each year of service, the employee will add one additional day of paid time off. Should not all days be used, the employee can accrue up to 30 days off, at which point no additional days will accrue.

This offer of employment is contingent upon you fulfilling each of the following terms:

Acknowledgement of Company Handbook and Confidentiality Agreement: As a **Lopoco Inc** employee, you are required to follow its rules and regulations. Therefore you will be asked to acknowledge in writing that you have read the **Lopoco Inc** employee handbook, and sign and comply with the attached Proprietary Information and Inventions Agreement (the "Proprietary Information Agreement"), which prohibits, among other things, the unauthorized use or disclosure of TriNet's confidential and proprietary information. In order to retain necessary flexibility in the administration of its policies and procedures, **Lopoco Inc** reserves the right to change or revise it policies, procedures, and benefits at any time.

If you wish to accept employment at **Lopoco Inc** under the terms described above, please sign and date this letter and the Proprietary Information Agreement, and to Andrew Sharp by **08/01/2015**. Please retain copies for your records.

Hubert, we are excited that you are joining **Lopoco Inc's** team and feel that you have a great deal to contribute.

Sincerely,

Andrew Sharp CEO

I understand and accept the terms of this employment offer.
Hubert Derenne
Date
Start Date