

Consulting Agreement

This Agreement is made, as of March 1st 2015 by Low Power Company, Inc., a Delaware corporation having its principal place of business at 212 Thompson Square Mountain View, CA 94043, its successors and its subsidiaries worldwide ("Lopoco") and Karl Pfister-Kraxner ("Consultant"), with a principal place of business at Pulverhofweg 10, 2011 Sierndorf, Austria.

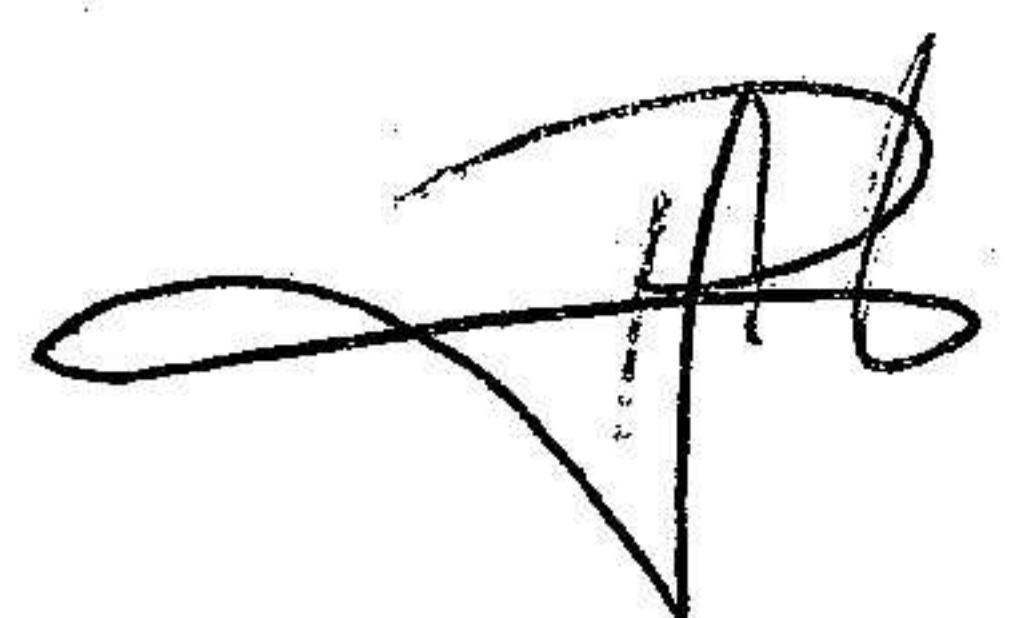
Effective this 1st Day of February, 2015, for the purpose of setting forth the terms and conditions by which Lopoco will acquire Consultant's services on temporary basis for initially 4 months. This means the Agreement would automatically end as of May 30th 2015, if the parties don't agree on continuation and renewal of the agreement.

BACKGROUND. Consultant has been appointed by Lopoco, both parties agree, the Consultant to develop the necessary commercial and operational base in Austria and to plan and execute the market entry for Lopoco into the European Market.

WORK AND PAYMENT; attached to this Agreement as Exhibit A is a Project Assignment describing the work the Consultant will perform ("Assignment"). This Project Assignment will be bound by the terms and conditions of this Agreement and will be set forth at a minimum the following terms, (a) Consultant's rate of payment for such work, (b) Expenses to be reimbursed in connection with such work, (c) The schedule and specification for the Project Assignment, (d) Other terms and conditions as the parties may agree to. In completing the projects, Consultant agrees to provide its own equipment as reasonable at its expense.

PROPRIETARY INFORMATION.

- 3.1 **Information defined.** During the terms of this agreement and in course of Consultant's performance hereunder, Consultant may receive and otherwise be exposed to confidential and proprietary information relating to Lopoco's business practices, strategies, designs and technologies. Such confidential and proprietary information may include but not be limited to information supplied to Consultant with the legend "Confidential" or "Proprietary", Lopoco's user information or data, Lopoco's financial information, employee and consultant information (including the terms of this agreement), designs, artworks, graphics, content, technology, research and development efforts, source code, hardware/software design and maintenance tools, improvements and enhancements to any product and technology which are created or developed by the Consultant under this Agreement.
- 3.2 **Restrictions on Use and Disclosure.** Consultant acknowledges the confidential and secret character of the information, and agrees that the Information is the sole, exclusive and extremely valuable property of Lopoco. Accordingly, Consultant agrees not to use the information in any form to any 3rd party, either during or after the term of this Agreement, without prior written consent of Lopoco.



Termination. Either Lopoco or Consultant may terminate this Agreement in the event of a material breach of the Agreement by the other party which is not cured within thirty (30) days of written notice to the other party of such breach.

Independent Contractor. Consultant's relationship with Lopoco will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, under this Agreement.

LIMITATION OF LIABILITY. Consultant will conduct its activities according to its best efforts, and according to the practices of good workmanship. No guarantee is given with regards to the ability of the Consultant to achieve the results set forth in this agreement.

Lopoco is responsible for providing the Consultant with all the necessary information and data and will make its best effort that the information is complete and correct. Neither party shall have any liability or responsibility for any expense, losses, damages, nor action incurred or undertaken by the other as a result of the receipt or transfer of the information except as specifically provided for in the Agreement.

Each Party herein is only liable for damage that is directly caused to the other Party by a shortcoming in the fulfilment of the agreement by such Party, if and insofar the damage with professional knowledge and experience and with due observance of attention and business practices could have been avoided.

GOVERNING LAW. This Agreement shall be governed by the laws of Austria, without regard to their conflict of law provisions. The parties agree that any conflict between them with regard to this Agreement will exclusively be submitted to the competent courts of Vienna, Austria.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Low Power Company, Inc.

By: _____

Title: _____

Date: _____



Karl Pfister-Kraxner

By: KARL PFISTER-KRAXNER

Title: _____

Date: 24. Feb. 2015

EXHIBIT A

1. SCOPE OF SERVICE

Consultant to act as interim Executive Project & Business Development Consultancy to set up required infrastructure as needed and approved, with support of Lopoco, to solve following issues:

Issues to be considered when selling in European

- Assisting and consulting for the Lopoco Europe GmbH (Ltd) set-up in Austria
- Hardware product importation – procedure and handling
- Import taxation – currently the parties believe there is no import tax required, but VAT must be collected, recorded, and paid in each respective country
- CE Compliance Process – testing, record keeping, CE stickers
- Warranty and On-Site Technical Support

Consultant will utilize his existing human and business resources as he sees fit to handle some of the tasks of Project Management.

In addition Consultant will work to drive the development of commercial business for Lopoco, initially in the territories of Austria, Germany, and Switzerland (DACH region). The acquisition of SME customers/Data Centre Providers is the highest priority goal, and to this goal, Consultant will increase its professional sales resources as required.

Operating Stages

1.) Month 1-2

- Set up required infrastructure, including Lopoco Europe GmbH-lite
- Developing marketing materials and collateral in cooperation with Lopoco
- Creating prospective customer list

2.) Month 3-4

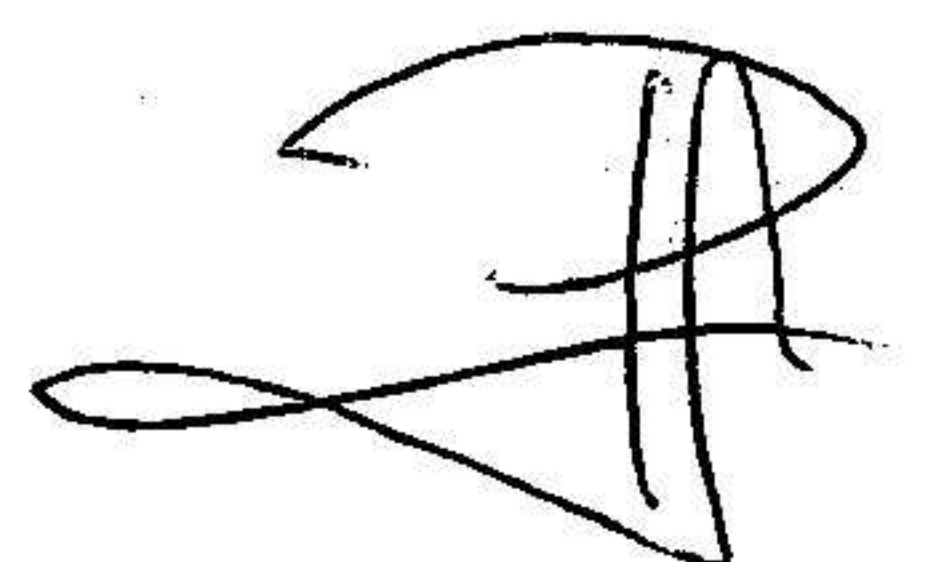
- Start acquisition of customers
- Supporting the product evaluations with prospective customers, in cooperation with Lopoco
- PR/Communication strategy planning (optional)
- Supporting order fulfillment with acquired customers from this stage

3.) Month 5+, for general growth and maturing of initial efforts in Stages 1 & 2, should both parties agree to continue-

This stage will commence should both parties agree that continuing with this project is of mutual interest.

Creation of a continuing plan and strategy, including widening the operating area with Europe

Establishment stronger footprint in Europe for Lopoco, including staff and other resources and infrastructure



2. COMMERCIAL FRAMEWORK

Payments to the Consultant will be made on a monthly basis via wire transfer to a bank account designated by Consultant to Lopoco in writing. All payments will be made only against dully issued invoices.

1.) Monthly retainer

Month 1-2

Monthly stipend of 3,500 USD excl. VAT will be paid at the beginning of each month for the duration of stages 1

Month 3-4

The stipend will be increased to 5,500 USD excl. VAT and will be paid at the beginning of each month for the duration of stages 2

Month 5+,

in case the parties agree to continue as described in the scope of work the monthly retainer will be agreed in writing.

Further the parties will agree for the Consultant to participate the Lopoco Incentive Stock Option Grants (ISOs).

2.) Expenses

Extra expenses shall be reimbursed for pre-approved activities or resources when necessary, and may include: some travel expenses; printing, shipping or other collateral production and distribution expenses.

Not-strictly-necessary travel or other costs and expenses will be the responsibility of PK GmbH

3.) Sales Commission

Consultant will receive Sales commission of 7.5% of the sales amount for net revenues generated from European Customers.

Net revenue means any HW/Software and services including cloud services or support, no matter how they are billed.

The sales commission shall be payable to Consultant within 14 days after receipt by the Company of the Net Revenues from its Customers.

This commission arrangement will survive for ongoing and additional purchases of Lopoco products by customers developed under this agreement for a period of 24 months for hardware products and 36 months for reoccurring services, regardless of the lifetime of this agreement.

In case Consultant is developing prospective customers, which will be documented in regular sales reports, even if this agreement isn't renewed, Consultant is applicable for the sales commission based on net revenues generated by the prospective customers within 24 month for hardware products and 36 month for reoccurring services.

If both parties decide to continue in business together beyond the time frame of this agreement, a new agreement with modified commissions' compensation will be entered into.

