

Account Application

Legal Business Name (same as business license)
 Low Power Company, Inc.
 DBA (Doing Business As)

Shipping/Billing Address (No P.O. Boxes please)
 212 Thompson Sq.
 City
 Mountain View
 State CA Zip Code 94043

Business Phone Number
 650-906-9448

Business Fax Number

Dun and Bradstreet Number (D&B Number)

Owner

President

CEO / CFO
 Andrew Sharp

Authorized Purchaser

E-mail Address
 andy@absharp.com

Account Payable Contact Name
 Mai Ly

Account Payable E-mail Address
 mai.ly@lopoco.com

Business Website Address www.lopoco.com

This company is a Sole Proprietorship Partnership LLC Corporation
 Federal Tax I.D. Number: 27-4878771
 Date Business was founded: 3/2010
 Length of time at this address: 1 year(s) 5 month(s) Facilities : own lease 1400 sq ft

General Business Profile

Which category **best** describes your company's business? (Please mark one)

- System Integrator Distributor Retail Store Corporate Reseller
 VAR/System Consultant E-Commerce Dealer x OEM
 Educational Reseller Exporter Other: _____

(1) How many employee(s) in your company? (Please mark one)

- 1-5 6-10 11-20 21-50 51-100 101-300 300+

(2) What were your company's total revenues last year? (Please mark one)

- Less than \$100,000 \$100,000-\$499,999 \$500,000-\$999,999
 \$1,000,000-\$4,999,999 \$5,000,000-\$9,999,999 \$10,000,000-\$49,999,999
 \$50,000,000-\$100,000,000 \$100,000,000+

(3) Is there a parent company? Yes x No

If Yes, Parent Company's Name: _____

Address: _____

Does Parent Company guarantee debts? Yes No

(4) Does your company have any branch offices? Yes, we have _____ branch offices x No

Please list the addresses of any branch offices your company has. If your company has more than 3 branch locations, please attach a separate sheet with the addresses of those branches.

Street address

Street address

Street address

City, state, zip code

City, state, zip code

City, state, zip code



(5) How did you find out about Ma Labs? (Please circle and / or fill out the appropriate category)

Trade Show: CES CeBIT Computex Taipei Other

Referred by another company: (please specify) Western Digital

Advertisement: Print Ad Online Other: (please specify) _____

Internet: Search Engine Other: (please specify) _____

Contacted by Account Manager: (please specify) _____

Other: (please specify) _____

Bank References:

Bank Name	Business Checking Account Number		
Silicon Valley Bank	3300798598		
Street	City	State	Zip Code

Bank Name	Business Savings Account Number		
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In order to process your application, we require your signature to access your bank account information. Please complete and sign the following form:

Low Power Company
Company Name

Silicon Valley Bank
Bank Name

3300798598
Account Number

Address City State Zip Code

The applicant hereby authorizes the release of credit and banking information by the references listed in this application to Ma Laboratories, Inc.

Andrew Sharp
Name (please print)

Signature

CEO
Title

Trade References:

Business Name	Account #	Phone No.	Fax No.	Term	Credit Limit
ITuner Networks		510-226-6033	510-226-6032	30 days	
Business Name	Account #	Phone No.	Fax No.	Term	Credit Limit
Business Name	Account #	Phone No.	Fax No.	Term	Credit Limit

I/ We understand that the information provided is for the purpose of opening an account with MA Laboratories, Inc. and warrant that the information provided is true and correct. I/We authorize investigation of all credit references listed. All related terms and conditions are defined in our invoice. I/We further understand and agree that all accounts or money due to MA Laboratories, Inc. shall be paid in full, in accordance with the payment terms stated above and that any checks returned unpaid by your financial institution are subject to a Service Charge of \$25 or the maximum allowed by law. Checks returned for insufficient or uncollected funds, together with Service Charges, may be debited electronically from your account or collected using a bank draft drawn from your account. I/ We agree to pay all reasonable costs of collection costs which are no less than 33% of the unpaid principle plus interest in addition to any court costs and/or attorney fees incurred.

Authorized Signature_____
Title (President / VP / CFO)_____
Printed Name of Signer_____
Date

Resale Information

FIRM NAME: Low Power CompanyI HEREBY CERTIFY, That I hold a valid seller's permit # 101-347698 issued pursuant to the Sales and Use Tax law;that I am engaged in the business of selling Computers

that the tangible personal property described herein which I shall purchase from MA Laboratories, Inc. will be resold by me in the form of tangible property; PROVIDED, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business. It is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased: Computer componentsDated: 2/15/2010 Signature Signed at Mountain View, CA Name and Title Andrew Sharp
(location of the business) (President/Owner)Phone 650-906-9448 Address 212 Thompson Sq., Mountain View, CA 94043

DESTINATION CONTROL STATEMENT

All products sold to Customer by the Company (commodities, technology or software) shall be exported from the United States in accordance with US Dept. of Commerce (BIS) and U.S. Dept. of State (OFAC) Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

Customer therefore certifies that it shall at all times comply with all US export control laws and regulations, and that it shall not at any time, directly or indirectly, divert any such products in violation thereof.

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Customer further certifies that it has provided Company with true and complete information regarding the purchase of said products, and represents and warrants that the sale/shipment is not prohibited by any export control laws or regulations applicable to the transaction (including trans-shipment, end-use or distribution to any end-user).

Agreed: Low Power Company
[Name of Company]



By: _____
[Signature of Authorized Company Official]

Its CEO
[Title]

Dated: 8/12/2011

Personal Guarantee

This Personal Guaranty ("Guaranty") is made this ____ day of _____, 2008 by _____, whose address is _____ ("Guarantor") in favor of Ma Laboratories, Inc., a California corporation ("Ma Labs").

RECITALS

WHEREAS, Ma Labs is a vendor of computer products;
 WHEREAS, _____ is the owner and principal of _____ ("Company");
 WHEREAS, as a condition for Ma Labs continuing to do business with Company, and for each order placed by Company in connection therewith, Ma Labs requires that Guarantor unconditionally personally guarantee all present and future obligations of Company to Ma Labs; and
 WHEREAS, Guarantor believes that it is in Guarantor's best interest to provide the requested Guaranty and has voluntarily and knowingly agreed to execute this Guaranty;
 NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Guarantor, Guarantor acknowledges and agrees as follows:

1. Guarantor hereby unconditionally personally guarantees the performance (payment) of all present and future contract, order, payment and other obligations of Company to Ma Labs (hereafter collectively referred to as the "Contract") including the full principal amount thereof with all interest and charges accrued thereon as provided by agreement or by law. This Guaranty shall be an absolute, irrevocable and continuing Guaranty.
2. The rights and remedies of Ma Labs against Guarantor arising under this Guaranty shall be separate and independent of any rights and remedies Ma Labs may have under the Contract, any other agreement or at law against Company, and Guarantor acknowledges same.
3. Ma Labs shall not be required to proceed first or at all against Company or any other person or entity before enforcing the terms of this Guaranty against Guarantor as to the full amount of the principal obligation owed by Company to Ma Labs, with interest thereon as provided by agreement and at law (including prejudgment interest).
4. Ma Labs shall not be required to pursue, exhaust or satisfy (whether in whole or in any part) any right or remedy Ma Labs may possess against Company or any other person or entity before legal action is instituted to enforce Ma Labs' rights hereunder to obtain and enforce judgment against Guarantor on this Guaranty for the full amount of Company's payment obligations to Ma Labs, with accrued interest (including prejudgment interest).
5. In the event Ma Labs is the prevailing party in any action to enforce this Guaranty, Ma Labs will be entitled to recover its reasonable attorneys' fees, costs and expenses from Guarantor (including any audit and accounting fees, costs or expenses) and submit to legal jurisdiction in the county of Santa Clara, State of California.
6. Guarantor shall provide Ma Labs, on request, with true, timely, complete and correct information regarding the financial condition of Company insofar as pertinent to its ability to fulfill its ongoing contract and payment obligations to Ma Labs. All reports, financial statements, documents, representations, and other information of any kind provided to Ma Labs by Guarantor or Company shall be true, timely, complete and correct in all material respects. Guarantor acknowledges that this obligation is continuing in nature.
7. Guarantor's obligations under this Guaranty shall not be waived, diminished or discharged by any delay, forbearance, accommodation, or extension of time that Ma Labs may (in its sole discretion) grant to Company or Guarantor, by any prior or future course of dealing between Ma Labs and the Company, by the release of any other obligor or any collateral, or by any other act, omission, or circumstance., and Guarantor waives any right to assert same as to the entirety and any part of the obligations of Company and Guarantor. Specifically and without in any way narrowing the scope of the foregoing waivers, the Guarantor waives any and all rights of notice, demand, presentation, subrogation, reimbursement, indemnification, contribution, setoff, election of remedies, and other rights and defenses that are or may become available to Guarantor by reason of California Civil Code §§ 2787 to 2855, 2899, and/or 3433, the California Commercial Code, or other statutory or decisional law.
8. This Guaranty, all of its terms and conditions, and all obligations of the Guarantor hereunder, shall be binding upon the successors, assigns, heirs, and beneficiaries of such Guarantor (including any trustee or debtor-in-possession on behalf of such Guarantor) and shall inure to the benefit of Ma Labs and its successors and assigns.
9. This Guaranty is intended as the final expression of this agreement of Guaranty and is acknowledged by Guarantor to be a complete and exclusive statement of its terms and conditions. No act or failure to act on the part of Ma Labs in the enforcement of its rights and/or Company's or Guarantor's obligations in connection with the Contract or this Guaranty shall in any way be deemed to give rise to any estoppel or waiver or other claim or defense in favor of Company or Guarantor.

 Guarantor's Signature

 Title (owner / president only)



2075 N. Capitol Avenue • San Jose • California • 95132

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Guarantor's Full Name (Typed or Printed)

Social Security Number
(Passport or ID number for International Customer)