

**CHARTER OF THE ADVISORY BOARD  
OF THE BOARD OF DIRECTORS OF  
LANTRONIX, INC.**

**1. Purpose.** The Board of Directors (the “Board”) of Lantronix, Inc. (the “Company”) has established an Advisory Board to enhance the Company’s strategic development, acquire additional expertise of industry leaders, and enable former members of the Board or the Company’s management to continue to make significant contributions to the Company.

**2. Advisory Board Members; Term.** The size of the Advisory Board will be determined from time to time by the Board, and the members of the Advisory Board (each, an “Advisor”) shall be appointed by the Board. Each Advisor initially will be appointed for a term of one year. Unless notified otherwise within 30 days prior to the expiration of the then-current one-year term, the Advisor’s term shall be automatically extended for another one-year term. An Advisor may resign from the Advisory Board at any time by written notice to the Board, and may be removed from the Advisory Board at any time, with or without cause, by the Board.

**3. Meetings of Advisory Board.** At the invitation of the Board, the Advisory Board may attend and participate in meetings of the Board from time to time.

**4. Advice and Counsel.** The Advisory Board shall provide advice, consultation and counsel to the Board, the Company’s Chief Executive Officer and/or other members of senior management of the Company as may be reasonably requested from time to time regarding the Company’s business and strategy.

**5. Legal Status of Advisors.** Each Advisor will serve in an advisory capacity only. Membership on the Advisory Board does not carry or impute the status of a director, officer, fiduciary, or employee of the Company. A member of the Advisory Board will not, by virtue of holding such position, have any right to vote on matters submitted to a vote of the Board, nor shall any Advisor have any express or implied authority to act on behalf of the Company, or be deemed to hold any of the duties and responsibilities of a director, officer, fiduciary, or employee of the Company. Each Advisor will be an independent contractor with respect to the Company.

**6. Reimbursement and Compensation.** Advisors will not receive any cash fees or remuneration for their service on the Advisory Board. However, each of the Advisors will be entitled to receive reimbursement for reasonable expenses which he or she properly incurs in connection with his or her functions and duties as a member of the Advisory Board, including travel expenses incurred to attend meetings not to exceed \$2,000 per meeting requiring travel.

In addition, prior to the commencement of an appointment to the Advisory Board, and from time to time thereafter, an Advisor may receive an equity award, subject to time-based or other vesting requirements, all as determined by the Compensation Committee of the Board on a case by case basis. Subject to the terms of the First Paragraph of this Section 6, the Board hereby authorizes the Compensation Committee to make any and all decisions related to compensation of any Advisor.

**7. Advisor Agreement.** The Company and each Advisor will enter into the Company’s standard form Board Advisor Agreement, which will set forth additional terms and conditions related to each Advisor’s services to the Company.