

Exhibit 10.7

CONSULTING AGREEMENT

Aduro Biotech, Inc., with a place of business at 740 Heinz Avenue, Berkeley, CA 94710 ("Aduro") and IREYA B.V having an address at

Staalwijkstraat 16, 2313 XR Leiden, the Netherlands, represented by Andrea van Elsas, ("Consultant") agree to all terms and conditions of this Consulting

Agreement ("Agreement") dated June 1, 2020, effective as of July 1, 2020 ("Effective Date").

1. Services. At the request and direction of Aduro and the agreement of Consultant, Consultant will provide advice and consultation to Aduro with

respect to its research, clinical development programs and other business matters as requested by Aduro from time to time.

2. Compensation and Expenses. Aduro shall pay Consultant for the Services at the rate of €500 per hour. On a monthly basis, Consultant shall submit to

Aduro an invoice for the hours worked along with itemized documentation and receipts and other information for pre-approved travel and/or out-of-

pocket expenses as Aduro reasonably requests at the time reimbursement is requested. Consultant will not incur any travel and/or other out-of-pocket

expenses of more than €5,000 individually or €20,000 in the aggregate without the prior written consent of Aduro. Aduro shall pay Consultant any

amounts due that are not reasonably disputed by Aduro, by check or direct bank deposit, within thirty days after receiving the invoice. Consultant's sole

compensation for the Services shall be the amounts set forth above in this Section 2. Invoices shall be sent to the attention of:

ap@aduro.com

Attn: Accounts Payable

3. Term of Agreement. This Agreement shall begin on the Effective Date and shall continue until December 31, 2020, unless extended or earlier

terminated. Either party may terminate this Agreement at any time on prior written notice to the other. This Agreement may be extended upon mutual

written agreement of the parties.

4. Confidential Information.

(a) "Confidential Information" means any information, materials or methods in whatever form or embodiment that has not been made available by

Aduro to the general public and any information, materials or methods in the possession or control of Consultant on the Effective Date or developed in

the performance of the Services, except that Confidential Information shall not include any information, material or method that (i) at the time of disclosure

is in, or after disclosure becomes part of the public domain, through no improper act on the

part of Consultant or any of its employees■ (ii) was in Consultant's possession at the time of disclosure, as shown by written evidence, and was not acquired, directly or indirectly, from work with Aduro■ or (iii) Consultant receives from a third party, provided that such Confidential Information was not obtained by such third party, directly or indirectly, from Aduro.

Specific information disclosed as part of the Confidential Information shall not be deemed to be in the public domain or in the prior possession of Consultant merely because it is encompassed or contemplated by more general information in the public domain or in the prior possession of the Consultant. Failure to mark any of the Confidential Information as confidential or proprietary shall not affect its status as Confidential Information under the terms of this Agreement.

(b) Consultant shall keep all Confidential Information confidential, and Consultant shall not disclose, disseminate, publish, reproduce or use

Confidential Information except to perform the Services. If Consultant is required by judicial or administrative process to disclose Confidential

Information, Consultant shall promptly notify Aduro to allow Aduro a reasonable time to oppose such process and Consultant shall reasonably cooperate in Aduro's efforts.

(c) On Aduro's request, or upon the termination or expiration of this Agreement, Consultant shall immediately: (i) stop using Confidential

Information■ (ii) return all materials provided by Aduro to Consultant that contain Confidential Information, except for one copy that may be retained by

Consultant's legal counsel to confirm compliance with the obligations under this Agreement■ (iii) destroy all copies of Confidential Information in any

form including Confidential Information contained in computer memory or data storage apparatus or materials prepared by or for Consultant■ and (iv)

provide a written warranty to Aduro that Consultant has taken all the actions described in the foregoing Subparagraphs 4(c)(i-iii).

(d) Any breach of this Paragraph 4 by an employee or agent of Consultant shall be deemed to be a breach by Consultant.

(e) Defend Trade Secrets Act Notice: Nothing herein shall prevent Consultant from reporting possible violations of federal or state law or regulation

to any governmental agency or entity, or making other disclosures that are protected under the whistleblower provisions of federal or state law or

regulation. Consultant does not need the prior authorization of Aduro to make any such reports or disclosures and is not required to notify Aduro that it

has made such reports or disclosures. In addition, as set forth in 18 U.S.C. §1833(b), Consultant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and that is made solely for the purpose of reporting or investigating a suspected violation of law, or that is made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal.

5. Independent Contractor. Consultant's relationship to Aduro shall be that of an independent contractor. Consultant shall be responsible for the timely

payment of his or her own self-employment and income taxes. Neither party shall have any authority to bind the other.

6. Intellectual Property. Aduro shall be the sole and exclusive owner of, and Consultant hereby assigns to Aduro, any and all writings, documents, work

product, inventions, developments, improvements, discoveries, know-how, processes, chemical entities, compounds, plans, memoranda, tests, research,

designs, specifications, models and data that Consultant makes, conceives, discovers or develops, either solely or jointly with any other person in

performance of the Services (collectively, "Work Product"). Consultant shall promptly disclose to Aduro all information relating to Work Product as

appropriate as part of the Services and at the request of Aduro. To the extent, if any, that Consultant has rights in or to any Work Product or any data or

inventions developed in connection with work under this Agreement ("Aduro IP"), Consultant hereby irrevocably assigns and transfers to Aduro, and to

the extent that an executory assignment is not enforceable, Consultant hereby agrees to assign and transfer to Aduro, in writing, from time to time, upon

request, any and all right, title, or interest that Consultant has or may obtain in any Work Product and/or Aduro IP without the necessity of further

consideration. Aduro shall be entitled to obtain and hold in its own name all copyrights, patents, trade secrets and trademarks with respect thereto. At

Aduro's request and expense, Consultant shall assist Aduro in acquiring and maintaining its right in and title to, any Work Product. Such assistance may

include, but will not be limited to, signing applications and other documents, cooperating in legal proceedings, and taking any other steps considered

necessary or desirable by Aduro.

7. Nonsolicitation. From the Effective Date and for twelve (12) months after the termination of this Agreement (the " Restricted Period"), Consultant shall

not, without Aduro's prior written consent, directly or indirectly, solicit or encourage any employee or contractor of Aduro or its affiliates to terminate

employment with, or cease providing Services to, Aduro or its affiliates. In the event of a breach of this Paragraph 7 by Consultant, Aduro shall be

entitled to entry of injunctive relief. Such injunctive remedy shall be nonexclusive and shall be in addition to any and all other remedies which may be

available to it at law or in equity, including without limitation, the recovery of direct, indirect, incidental, consequential and/or punitive damages.

8. Representations. Consultant represents as follows:

(a) Consultant is not subject to any other agreement that Consultant will violate by signing this Agreement■

(b) Consultant has and shall continue to have the knowledge, experience, qualifications and required skill to perform, and shall perform, the

Services in a professional manner■

(c) Consultant to perform the Services in accordance with all Applicable Law■ and

(d) During the term of this Agreement, Consultant will not, directly or indirectly (whether for compensation or without compensation) engage in or

provide consulting services, or enter into any agreement either written or oral, that would present a material conflict with any of the provisions of this

Agreement, or would preclude Consultant from complying with the terms and conditions hereof. If during the term of this Agreement any situation or

circumstance arises that might reasonably be expected to present a conflict of interest, or if Consultant might be unable to render Services or otherwise

participate in such work without risk of breaching an obligation of confidentiality to another party, Consultant will promptly advise the Company's

General Counsel of the situation and Company and Consultant shall, in good faith, attempt to resolve any such conflicts(s). If requested by the

Company's General Counsel, Consultant will recuse herself from providing Services for the duration of the conflict.

9. Material Non-Public Information. Consultant may have access to, or learn, "material non-public information" about Aduro or companies working with

Aduro during the course of performing Services under this Agreement. Consultant acknowledges that it is illegal to buy or sell Aduro's stock or the stock

of companies working with Aduro, on the basis of "material non-public information." It is also illegal to pass such information on to others who use it to

buy or sell Aduro stock. Consultant is subject to and will comply with Aduro's Insider Trading and Trading Window Policy.

10. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to the conflict

of law principles of California or any other jurisdiction. This Agreement contains the entire agreement and understanding of the parties relating to the

subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of every nature between them with respect to the subject matter hereof. For the avoidance of doubt, this Agreement does not supersede or in modify in anyway any other written agreement between the

parties. This Agreement may not be changed or modified, except by an agreement in writing signed by both of the parties hereto. The obligations of

Consultant as set forth herein, other than Consultant's obligations to perform the Project, shall survive the termination of Consultant's engagement with

Aduro. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions of this Agreement shall remain effective and

enforceable to the greatest extent permitted by law. This Agreement shall not be assignable by Consultant. This Agreement may be executed in any

number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but

one agreement.

ADURO BIOTECH, INC. CONSULTANT

By: /s/ Stephen T. Isaacs By: /s/ Andrea van Elsas

Name: Stephen T. Isaacs Name: Andrea van Elsas

Title: President and Chief Executive Officer Title: Chief Scientific Officer

Exhibit 10.4

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of May 1, 2019 ("Effective Date") by and between Driven Deliveries, Inc.

("Company"), a Nevada corporation, and TruckThat LLC ("Consultant"). Company and Consultant shall sometimes be referred to herein singularly

as a "Party" or collectively as the "Parties" to this Agreement.

WHEREAS, the Company desires to retain Consultant as an independent contractor to perform consulting services for the Company, and

Consultant is willing to perform such services on the terms set forth below.

In consideration of the mutual promises contained here, the Parties hereby agree as follows:

1. Services and Compensation.

1.1. Services. Consultant shall perform the following services:

- The Consultant will provide the Company services as a Strategic Marketing & Fundraising Consultant.

- The Consultant shall be responsible for the strategic planning of business expansion, including Fundraising and Stock Promotion, of the

Company and its subsidiaries.

- These Services shall include Marketing guidance and support, not limited to:

■ Graphics

■ Web

■ Social

■ Brand

- These Services will include updates to investor decks, customer sales decks and other marketing material available to the public

- The Company will provide the Consultant with the appropriate level of resources and information to perform such duties, and the

Consultant shall be reimbursed for fees and expenses approved by the Company.

- The Consultant will report directly to the CEO of the and will keep the CEO informed of all matters concerning the Services as requested

by the CEO from time to time.

- The Consultant acknowledges that he may be required to travel in order to provide the Services.

1.2 Compensation. The Company shall pay Consultant a flat fee consulting rate of \$18,000 per month.

1.3 Expenses. The Company shall reimburse Consultant, in accordance with Company policy, for all reasonable expenses incurred by Consultant in

performing the Services pursuant to this Agreement, but only if Consultant receives written consent from an authorized agent of the Company prior

to incurring such expenses and submits receipts for such expenses to the Company in accordance with the Company's general expense

reimbursement policies.

TruckThat LLC

Consulting Agreement

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2. Confidentiality.

2.1. Definition of Confidential Information. "Confidential Information" means any nonpublic information that relates to the actual or anticipated

business and/or products, research or development of the Company, its affiliates or subsidiaries, or to the Company's, its affiliates' or subsidiaries'

technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's, its

affiliates' or subsidiaries' products or services and markets therefore, customer lists and

customers (including, but not limited to, customers of the Company on whom Consultant called or with whom Consultant became acquainted during the term of this Agreement), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company, its affiliates or subsidiaries, either directly or indirectly, in writing, orally or by drawings or inspection of premises, parts, equipment, or other property of Company, its affiliates or subsidiaries. Notwithstanding the foregoing, Confidential Information shall not include any such information which Consultant can establish (i) was publicly known or made generally available prior to the time of disclosure to Consultant■ (ii) becomes publicly known or made generally available after disclosure to Consultant through no wrongful action or inaction of Consultant■ or (iii) is in the rightful possession of Consultant, without confidentiality obligations, at the time of disclosure as shown by Consultant's then-contemporaneous written records.

2.2. Nonuse and Nondisclosure. During and after the term of this Agreement, Consultant will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and Consultant will not (i) use the Confidential Information for any purpose whatsoever other than as necessary for the performance of the Services on behalf of the Company, or (ii) disclose the Confidential Information to any third party without the prior written consent of an authorized representative of Company. Consultant shall not copy, transfer, or otherwise transmit Confidential Information to non-company electronic devices, including but not limited to computers, data storage devices, and disks. Consultant may disclose Confidential Information to the extent compelled by applicable law■ provided however, prior to such disclosure, Consultant shall provide prior written notice to Company and seek a protective order or such similar confidential protection as may be available under applicable law at Company's expense. In any event, Consultant shall only disclose that Confidential Information required to be disclosed and shall maintain its confidentiality for all other purposes. Consultant agrees that no ownership of Confidential Information is conveyed to the Consultant. Without limiting the foregoing, Consultant shall not use or disclose any Company property, intellectual property rights, trade secrets or other proprietary know-how of the Company to invent, author, make, develop, design, or otherwise enable others to invent, author, make, develop, or design identical or substantially similar designs as those developed under this

Agreement for any third party. Consultant agrees that

Consultant's obligations under this Section 2.2 shall continue after the termination of this Agreement.

2.3. Other Client Confidential Information. Consultant agrees that Consultant will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former or concurrent employer of Consultant or other person or entity with which Consultant has an obligation to keep in confidence. Consultant also agrees that Consultant will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

2.4. Third Party Confidential Information. Consultant recognizes that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that at all times during the term of this Agreement and thereafter, Consultant owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

3. Ownership.

3.1. Assignment of Inventions. Consultant agrees that all right, title, and interest in and to any material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Consultant, solely or in collaboration with others, whether or not patentable or copyrightable, during the term of this Agreement and arising out of, or in connection with, performing the Services under this Agreement and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, "Inventions"), are the sole property of the Company. Consultant also agrees to promptly make full written disclosure to the Company of any Inventions and to deliver and assign (or cause to be assigned) and irrevocably assigns fully to the Company all right, title and interest in and to the Inventions. Without limiting the foregoing, all Inventions shall be deemed Confidential Information of the Company.

3.2. Pre-Existing Materials. Subject to Section 3.1, Consultant agrees that if, in the course of performing the Services, Consultant incorporates into

any Invention or utilizes in the performance of the Services any pre-existing invention, discovery, original works of authorship, development,

improvements, trade secret, concept, or other proprietary information or intellectual property right owned by Consultant or in which Consultant has

an interest ("Prior Inventions"), (i) Consultant will provide the Company with prior written notice and (ii) the Company is hereby granted a

nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) to make, have

made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such

Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method

related thereto. Consultant will not incorporate any invention, improvement, development, concept, discovery, work of authorship or other

proprietary information owned by any third party into any Invention without Company's prior written permission, including without limitation any

free software or open source software.

3.3. Moral Rights. Any assignment to the Company of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and

withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the

like (collectively, "Moral Rights"). To the extent that Moral Rights cannot be assigned under applicable law, Consultant hereby waives and agrees

not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under

applicable law.

3.4. Maintenance of Records. Consultant agrees to keep and maintain adequate, current, accurate, and authentic written records of all Inventions

made by Consultant (solely or jointly with others) during the term of this Agreement, and for a period of three (3) years thereafter. The records will

be in the form of notes, sketches, drawings, electronic files, reports, or any other format that is customary in the industry and/or otherwise specified

by the Company. Such records are and remain the sole property of the Company at all times and

upon Company's request, Consultant shall deliver
(or cause to be delivered) the same.

3.5. Further Assurances. Consultant agrees to assist Company, or its designee, at the Company's expense, in every proper way to secure the

Company's rights in Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect

thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in

order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its

successors, assigns and nominees the sole and exclusive right, title, and interest in and to all Inventions and testifying in a suit or other proceeding

relating to such Inventions. Consultant further agrees that Consultant's obligations under this Section 3.5 shall continue after the termination of

this Agreement.

3.6. Attorney-in-Fact. Consultant agrees that, if the Company is unable because of Consultant's unavailability, dissolution, mental or physical

incapacity, or for any other reason, to secure Consultant's signature with respect to any Inventions, including, without limitation, for the purpose of

applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions

assigned to the Company in Section 3.1, then Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers

and agents as Consultant's agent and attorney-in-fact, to act for and on Consultant's behalf to execute and file any papers and oaths and to do all

other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work

registrations with the same legal force and effect as if executed by Consultant. This power of attorney shall be deemed coupled with an interest, and

shall be irrevocable.

TruckThat LLC

Consulting Agreement

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4. Consultant Obligations.

4.1. Representations and Warranties. Consultant represents and warrants that:

(a) Consultant has no agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this

Agreement, Consultant's obligations to the Company under this Agreement, and/or Consultant's ability to perform the Services and

Consultant will not enter into any such conflicting agreement during the term of this Agreement■

(b) In the course of performing the Services and providing the deliverables hereunder, neither it nor Consultant's employees or

contractors will violate or infringe any proprietary rights of any third party, including, without limitation, confidential relationships,

trade secrets, patents, trademarks or copyrights■

(c) The Services provided shall be performed in a timely, professional and workmanlike manner of a high grade, nature, and quality, and

in accordance with any deadlines agreed between Consultant and Company■ and

(d) Consultant has in place and/or will obtain written agreements with its employees and contractors sufficient to protect Company's

Confidential Information in accordance with the terms of this Agreement and to allow Consultant to provide the assignments and

licenses to intellectual property rights developed by such parties in connection with the performance of the Services.

4.2 Covenant Not to Compete. Consultant does not presently perform or intend to perform, during the term of this Agreement, consulting or other

services for, or engage in or intend to engage in an employment relationship with, companies who businesses or proposed businesses in any way

involve products or services which would be competitive with the Company's products or services, or those products or services proposed or in

development by the Company during the term of this Agreement.

4.3 Non-Solicitation. Consultant expressly agrees that he will not, without the prior written consent of the Company, either directly or indirectly on

his own behalf, or in the service or on behalf of others, solicit, divert or hire away, or attempt to solicit, divert or hire away any person employed by

the Company for a period of five (5) years for any reason, and without limitation for the purpose of harming the Company or of obtaining and

disseminating its trade secrets, or other proprietary and confidential information. Consultant also expressly agrees that he will not, without the prior

written consent of the Company, either directly or indirectly on his own behalf, or in the service or on behalf of others, solicit, divert, or attempt to

solicit or divert any customer, client, supplier or vendor of the Company for a period of five (5) years for any reason, and without limitation for the

purpose of harming the Company or of obtaining and disseminating its trade secrets, or other proprietary and confidential information

4.4 Non-Circumvention. Consultant expressly agrees that he will not pursue or engage in any transaction to which he was first introduced through his consulting and/or any other business or employment relationship with the Company, or to contact directly or indirectly any party of interest related to such transactions, without the prior written consent of the Company.

5. Return of Company Materials.

Upon the termination of this Agreement, or upon Company's earlier request, Consultant will immediately deliver to the Company, and will not keep in Consultant's possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Confidential Information, tangible embodiments of the Inventions, all devices and equipment belonging to the Company, all electronically-stored information and passwords to access such property, those records maintained pursuant to Section 3.4 and any reproductions of any of the foregoing items that Consultant may have in Consultant's possession or control.

6. Reports.

Consultant agrees that Consultant will periodically keep the Company advised as to Consultant's progress in performing the Services under this Agreement. Consultant further agrees that Consultant will, as requested by the Company, prepare written reports with respect to such progress.

The Company and Consultant agree that the reasonable time expended in preparing such written reports will be considered time devoted to the performance of the Services.

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7. Term and Termination.

7.1. Term. The initial term of this Agreement shall be the sooner of six (6) months from the Effective Date, or replacement of this Agreement with a subsequent agreement between the Parties.

7.2. Termination. Either Party may terminate this Agreement, with or without cause, upon giving the other party thirty (30) days prior written notice of such termination pursuant to Section 12.7 of this Agreement. The Company may terminate this Agreement immediately and without prior notice if Consultant refuses to or is unable to perform the Services or is in breach of any material provision of this Agreement.

7.3. Survival. Upon any termination, all rights and duties of the Company and Consultant toward

each other shall cease except:

(a) The Company will pay, within thirty (30) days after the effective date of termination, all amounts owing to Consultant for Services

completed and accepted by the Company prior to the termination date and related reimbursable expenses, if any, submitted in

accordance with the Company's policies and in accordance with the provisions of Article 1 of this Agreement■ and

(b) Article 2 (Confidentiality), Article 3 (Ownership), Section 4.2 (Covenant Not to Compete), Section 4.3 (Non-Solicitation), Section 4.4

(Non-Circumvention), Article 5 (Return of Company Materials), Article 7 (Term and Termination), Article 8 (Independent Contractor

Relationship), Article 9 (Indemnification), Article 10 (Limitation of Liability), Article 11 (Arbitration and Equitable Relief), and Article

12 (Miscellaneous) will survive termination or expiration of this Agreement in accordance with their terms.

8. Independent Contractor Relationship.

It is the express intention of the Company and Consultant that Consultant will perform the Services as an independent contractor to the Company.

Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee or representative of the Company.

Without limiting the generality of the foregoing, Consultant is not authorized to bind the Company to any liability or obligation or to represent that

Consultant has any such authority. Consultant agrees to furnish all tools and materials necessary to accomplish this Agreement and shall incur all

expenses associated with performance. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation

received by Consultant pursuant to this Agreement.

9. Indemnification.

Consultant agrees to indemnify and hold harmless the Company and its affiliates and subsidiaries and their respective directors, officers and

employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising

directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Consultant or Consultant's assistants,

employees, contractors or agents, (ii) performance of the Services or any breach by the Consultant or Consultant's assistants, employees,

contractors or agents of any of the covenants contained in this Agreement, (iii) any failure of Consultant to perform the Services in accordance

with all applicable laws, rules and regulations, (iv) any violation or claimed violation of a

third party's rights resulting in whole or in part from the Company's use of the Inventions or other deliverables of Consultant under this Agreement, or (v) any amounts Company is required to pay by any court or governmental authority in any country based on a finding that Consultant's employees or contractors engaged in the performance of the Services are employees of Company or the failure of Consultant to file documents with respect to such employees or contractors or to pay any tax or similar fee or assessment in any country.

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10. Limitation of Liability.

IN NO EVENT SHALL COMPANY BE LIABLE TO CONSULTANT OR TO ANY OTHER PARTY FOR ANY INCIDENTAL, SPECIAL OR

CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER UNDER ANY THEORY

OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORIES OF LIABILITY, REGARDLESS OF

WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE ESSENTIAL

PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OR IN CONNECTION

WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY COMPANY TO CONSULTANT UNDER THIS AGREEMENT FOR THE SERVICES,

DELIVERABLES OR INVENTION GIVING RISE TO SUCH LIABILITY.

11. Arbitration and Equitable Relief.

11.1. Arbitration. Except as described in Section 11.2 below, any dispute or controversy between Company and the Consultant and/or its

employees or staff, including, but not limited to, those involving the construction or application of any of the terms, provisions or conditions of

this Agreement or otherwise arising out of or relating to this Agreement, shall be settled by binding arbitration in accordance with the then-current

commercial arbitration rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered by

any court of competent jurisdiction. Company and the Consultant (or its employees as applicable) shall share the costs of the arbitrator equally but

shall each bear their own costs and legal fees associated with the arbitration. The location of the arbitration shall be in the County of San Diego,

California.

11.2. Availability of Injunctive Relief. Consultant acknowledges that any breach of its obligations under Articles 2 or 3 of this Agreement may

result in irreparable injury for which Company shall have no adequate remedy at law. Accordingly, if Consultant breaches or threatens to breach

Articles 2 or 3 of this Agreement, Company shall be entitled to seek, without proving or showing any actual damage sustained, a temporary

restraining order, preliminary injunction, permanent injunction and/or order compelling specific performance to prevent or cease the breach of

Articles 2 or 3 of this Agreement. Nothing in this Agreement shall be interpreted as prohibiting Company from obtaining any other remedies

otherwise available to it for such breach or threatened breach, including the recovery of damages.

12. Miscellaneous.

12.1. Governing Law■ Consent to Personal Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard to

the conflicts of law provisions of any jurisdiction. To the extent that any lawsuit is permitted under this Agreement, the Parties hereby expressly

consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in the County of San Diego, California.

12.2. Assignability. This Agreement will be binding upon Consultant's assigns, administrators, and other legal representatives, and will be for the

benefit of the Company, its successors, and its assigns. Except as may otherwise be provided in this Agreement, Consultant may not sell, assign or

delegate any rights or obligations under this Agreement. Notwithstanding anything to the contrary herein, Company may assign this Agreement

without Consultant's consent.

12.3. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject

matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Consultant represents and

warrants that it is not relying on any statement or representation not contained in this Agreement. To the extent any terms set forth in any exhibit or

schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the

Parties in such exhibit or schedule.

12.4. Headings. Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

12.5. Severability. If a court or other body of competent jurisdiction finds, or the Parties

mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

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12.6. Modification, Waiver. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

12.7. Notices. Any notice or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be

deemed given (i) if delivered personally or by commercial messenger or courier service, (ii) when sent by confirmed facsimile, or (iii) if mailed by U.S.

registered or certified mail (return receipt requested), to the Party at the Party's address written below or at such other address as the Party may

have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with this

Section 12.7.

If to Company: Driven Deliveries, Inc.

5710 Kearny Villa Road, Suite 205

San Diego, California 92123

If to Consultant: TruckThat LLC

1300 Oakside Circle

Chanhassen, MN 55317

12.8. Attorneys' Fees. In any court action at law or equity that is brought by one of the Parties to this Agreement to enforce or interpret the

provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that Party

may be entitled.

12.9. Signatures. This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and

effectiveness as though executed in a single document.

IN WITNESS, the Parties have executed this Consulting Agreement as of the date first-written

above.

“Company”

DRIVEN DELIVERIES, INC.

By: /s/ Brian Hayek

BRIAN HAYEK, President

“Consultant”

TruckThat LLC

By: /s/ Christian L. Schenk

CHRISTIAN L. SCHENK

EIN: 81-4992583

TruckThat LLC

Consulting Agreement

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EMPLOYMENT AGREEMENT

This agreement is made between ABC Technologies Pvt. Ltd. and the Employee.

1. Term of Employment

The employment shall commence on 1st January 2025 and shall continue for a period of two years.

2. Duties and Responsibilities

The employee agrees to perform all assigned duties and comply with company policies and regulations.

3. Confidentiality

The employee shall not disclose any confidential information during or after the term of employment.

4. Termination

Either party may terminate this agreement by providing 30 days prior written notice.

5. Governing Law

Exhibit 10.12

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is made and entered into as of June 1st, 2020 (the “Effective Date”) by and between GROUPE PARAMEUS

CORP , a (hereinafter, the “Consultant”), with an address at 80 Cumberland street, suite 1707 Toronto Ont. (the “Consultant”), and Sphere 3D Corp.,

with an address at 895 Don Mills Road Bldg 2 Toronto Ontario Canada (“Company”).

WHEREAS, Consultant has experience in the area of corporate finance, investor communications and financial and investor public relations and

the Company and Consultant wish for Consultant to provide services to the Company as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant hereby agree as follows:

DUTIES.

The Company hereby engages the Consultant and the Consultant hereby accepts engagement as a consultant. It is understood and agreed, and it

is the express intention of the parties to this Agreement, that the Consultant is an independent contractor, and not an employee or agent of the

Company for any purpose whatsoever. Consultant shall perform all duties and obligations as described on Exhibit A hereto (the “Services”) and

agrees to be available at such times as may be scheduled by the Company. It is understood, however, that the Consultant will maintain Consultant’s

own business in addition to providing services to the Company. The Consultant agrees to promptly perform all services required of the Consultant

hereunder in an efficient, professional, trustworthy and businesslike manner. A description of the Consultant’s services are attached hereto as

Exhibit A and incorporated by reference herein.

In connection with Consultant’s performance of the Services specified in the Statement of Work, Company agrees to provide Consultant and/or

each subcontractor, such materials as may be necessary for the Services to be performed (the “Materials”). The Company hereby represents,

warrants, covenants and agrees that the Materials will be true and accurate and shall be free of any material omissions or misstatements and

otherwise compliant will all applicable laws.

The Company shall provide disclosures in each of its Forms 10-K and 10-Q as to the existence of this Agreement and any Statement of Work, the

amount paid or to be paid in connection with each Statement of Work and the types of services to be provided under each Statement of Work.

During the Term, the Company shall advise Consultant of any and all promotional activities with respect to its securities, prior to the

commencement of such activities, including, but not limited to, press releases and engagements

with other investment relations firms or other service providers providing services similar to those or the Services provided in a Statement of Work.

CONSULTING SERVICES & COMPENSATION. Commencing on the Effective Date, the Consultant will be retained as a Consultant and

independent contractor for the Company for the Term as set forth in Section 3. For services rendered hereunder during the term, the Consultant

shall receive:

A cash pre-payment of US\$150,000 which Consultant acknowledges it received directly from an investor participating in the Company's March 2020

convertible debenture offering and that no additional cash payment is due and payable under this Agreement.

A total of 100,000 of the Company's restricted common stock issued under and pursuant to the terms of Regulation D under the Securities Act of

1933 (the "Shares") shall be issued upon execution of this contract provided that the issuance of the Shares shall be subject to prior approval of the

Board of Directors. The company shall cause its counsel to provide an opinion letter for removal of any legend when and if such legend may be

removed in accordance with applicable law.

A one time issuance of 50,000 Common Stock options priced at the Nasdaq Official Closing Price ("NCOP") on the date of approval of the Board of

Directors of the company. All options shall vest monthly for six months.

A total of 100,000 RSA's ("Restricted Stock Awards") that vest immediately, subject to prior approval of the Board of Directors.

TERM & TERMINATION. This Agreement is for a term (the "Term") of 12 months from the Effective Date on June 1st 2020 and expiring May 31st

2021.

(a) In the case that the company would not like to extend the terms of agreement for an additional month. The company must notify the consultant

within 5 days of the conclusion of the 12 month term. Without notification the contract will automatically extend for an additional month of service.

Upon termination, Consultant agrees to perform the necessary information transfer required at the time.

CONFIDENTIALITY. All knowledge and information of a proprietary and confidential nature relating to the Company which the Consultant obtains

during the Consulting period, from the Company or the Company's employees, agents or Consultants shall be for all purposes regarded and treated

as strictly confidential for so long as such information remains proprietary and confidential

and shall be held in trust by the Consultant solely for

the Company's benefit and use and shall not be directly or indirectly disclosed in any manner whatsoever by the Consultant.

CONSULTANT'S REPRESENTATIONS & WARRANTIES. Consultant represents and warrants to the Company as follows:

The Consultant (i) has adequate means of providing for the Consultant's current needs and possible personal contingencies■ (ii) is acquiring the

Shares for investment and not with a view to their distribution and has no need for liquidity in this investment■ (iii) is able to bear the substantial

economic risks of an investment in the Shares for an indefinite period■ and (iv) is an "accredited investor" as defined in Rule 501 of Regulation D of

the Securities Act of 1933, as amended.

Consultant is not under any legal obligation, including any obligation of confidentiality or non-competition, which prevents Consultant from

executing or fully performing this Consulting Agreement, or which would render such execution or performance a breach of contract with any third

party, or which would give any third party any rights in any intellectual property which might be developed by Consultant hereunder■ and

Consultant shall perform the Services hereunder in accordance with the terms of this Agreement and applicable regulations, guidelines and

licensing requirements■ and

Consultant has all requisite power and authority to execute, deliver, and perform this Agreement, and this Agreement has been duly authorized,

executed and delivered by Consultant and is Consultant's legal, valid and binding obligation, and is enforceable as to Consultant in accordance

with its terms.

The Consultant certifies, under penalties of perjury that the Consultant is not subject to backup withholding as a result of a failure to report all

interest or dividends, or because the Internal Revenue Service has notified the Consultant that the Consultant is no longer subject to backup

withholding, and that Consultant has provided the Company an accurate taxpayer ID number.

SEVERABILITY. In the event any provision of this Consulting Agreement is determined by a court of competent jurisdiction to be unenforceable,

the parties will negotiate in good faith to restore the unenforceable provision to an enforceable state and to provide reasonable additions or

adjustments to the terms of the other provisions of this Consulting Agreement so as to render the whole Consulting Agreement valid and binding

to the fullest extent possible, and in any event, this Consulting Agreement shall be interpreted to be valid and binding to the fullest extent possible.

NON-DISCLOSURE OF TERMS. The terms of this Agreement shall be kept confidential, and no party, representative, attorney or family member

shall reveal its contents to any third party except as required by law or as necessary to comply with law or preexisting contractual commitments.

INDEMNIFICATION. Consultant shall indemnify, defend and hold harmless the Company, the Parent, and each of their members, their affiliates and

their respective directors, officers, employees, representatives, agents, successors and assigns (collectively, "Indemnitees") from and against any

and all claims, losses, liabilities, damages, costs, expenses (including, without limitation, attorneys fees and expenses) demands, fines, penalties,

injunctions, suits and causes of action of any kind or nature whatsoever (collectively referred to as "Damages") instituted by any third party and

arising out of Consultant's performance of services under this Consulting Agreement, unless said Damages arise out of the negligence or willful

misconduct of the Company, its members, affiliates and their respective directors, officers, employees, representatives, agents, successors and

assigns.

SEC & LEGAL COMPLIANCE. Consultant hereby represents that it has in place policies and procedures relating to, and addressing, with the

commercially reasonable intent to ensure compliance with, all applicable securities laws, rules and regulations, including but not limited to the use,

release or other publication of forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange

Act and disclosure requirements outlined in Section 17B of the Exchange Act regarding the required disclosure of the nature and terms of its

relationship with the Company in any and all literature or other communication(s) relating to these services, including but not limited to: Press

Releases, letters to investors and telephone or other personal communication(s) with potential or current investors. In addition, Consultant

acknowledges that United States securities laws and the rules and regulations promulgated thereunder prohibit any person with material, non-

public information about a company from purchasing, selling, trading, or entering into options, puts, calls or other derivatives in respect of

securities of such issuer or from communicating such information to any other person or entity and Consultant shall comply with such laws, rules

and regulations. Consultant will take no action to manipulate the market price of the Company's securities in violation of law or regulation, nor pay

or otherwise induce others to take any such actions, nor publish comments about the Company without appropriately disclosing payments

received therefor.

MISCELLANEOUS

This Consulting Agreement shall be governed by, and construed pursuant to the laws of the State of New York, applicable to agreements made and

performed wholly within such State. Any disputes under this Consulting Agreement shall be resolved by appropriate proceedings in the state of

New York.

This Consulting Agreement may not be changed orally, but may be changed only in a writing executed by the party to be charged with

enforcement.

If any terms and conditions of this Consulting Agreement shall be held to be illegal, invalid or otherwise unenforceable by a court of competent

jurisdiction, all remaining terms and conditions shall remain in full force and effect

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

Sphere 3D Corp.

/s/ Peter Tassiopoulos

Name: Peter Tassiopoulos

Title: CEO

GROUPE PARAMEUS CORP.

/s/ Samuel Kafkas

Name:

Title: President

EXHIBIT A

Consultant Services

The Consultant agrees, to the extent reasonably required in the conduct of its business with the Company, to place at the disposal of the Company

its judgment and experience and to provide business development services to the Company, including, but not limited to, the following:

a. Advise and assist the company in developing and implementing appropriate plans and materials for presenting the Company and

its business plan, strategy and personnel to the financial community.

b. With the cooperation of the Company, maintain an awareness during the term of the agreement of the Company's plan's and

strategy as it relates to the financial community.

- c. Create awareness of the company among investors and media.
- d. Assist the Company in steps for financial and public relations.