

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:
 - o Graphics
 - o Web
 - o Social
 - o 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.

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.

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.

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.

10. Limitation of Liability.

IN NO EVENT SHALL COMPANY BE LIABLE TO CONSULTANT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF 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.

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