

Registration No. _____

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

SPHERE 3D CORP.

(Exact Name of Registrant as Specified in Its Charter)

Ontario, Canada
(State or Other Jurisdiction of
Incorporation or Organization)

98-1220792
(I.R.S. Employer
Identification No.)

240 Matheson Blvd. East
Mississauga, Ontario L4Z 1X1
(Address, Including Zip Code, of Principal Executive Offices)

Inducement Restricted Share Unit Grants
(Full Title of the Plan)

DL SERVICES
Columbia Centre,
701 Fifth Avenue,
Suite 6100, Seattle,
Washington, 98104
(206) 903-8800
(Name, Address and Telephone Number, Including Area Code, of Agent for Service)

COPY TO:

Warren T. Lazarow, Esq.
Paul Sieben, Esq.
O'Melveny & Myers LLP
2765 Sand Hill Road
Menlo Park, California 94025
(650) 473-2600

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer []

Accelerated filer []

Non-accelerated filer [X]

Smaller reporting company []

CALCULATION OF REGISTRATION FEE

| Title of Securities To Be Registered | Amount To Be Registered | Proposed Maximum Offering Price Per Share | Proposed Maximum Aggregate Offering Price | Amount Of Registration Fee |
|---|-------------------------------|---|---|----------------------------|
| Common Shares, no par value per share, issuable pursuant to Restricted Stock Unit Inducement Grants | 458,000 ⁽¹⁾ shares | \$1.30 ⁽²⁾ | \$595,400 ⁽²⁾ | \$60.00 |

- (1) This Registration Statement covers, in addition to the number of common shares, no par value per share (the “Common Shares”) of Sphere 3D Corp., a corporation incorporated under the laws of the Province of Ontario (the “Company” or the “Registrant”), stated above, options and other rights to purchase or acquire the shares of Common Stock covered by this Registration Statement and, pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), an additional indeterminate number of shares, options and rights that may be offered or issued pursuant to the Inducement Restricted Share Unit Grants (the “Inducement Grants”) as a result of one or more adjustments under the award agreements that evidence the Inducement Grants to prevent dilution resulting from one or more stock splits, stock dividends or similar transactions.
- (2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(h) and 457(c) under the Securities Act, based upon the average of the high and low prices of the Common Shares on January 22, 2016 (which is within five business days prior to the date of this filing), as quoted on the Nasdaq Global Select Market.

The Exhibit Index for this Registration Statement is at page 9.

PART I

**INFORMATION REQUIRED IN THE
SECTION 10(a) PROSPECTUS**

The document(s) containing the information specified in Part I of Form S-8 will be sent or given to participants as specified by Securities Act Rule 428(b)(1).

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference

The following documents of the Company filed with the Securities and Exchange Commission (the "Commission") are incorporated herein by reference:

- (a) The Registrant's Annual Report on Form 40-F (File No. 001-36532) filed with the Commission on March 31, 2015, (the "Form 40-F"), which includes the audited consolidated balance sheets of the Registrant and subsidiaries as of December 31, 2014 and 2013, and the related audited consolidated statements of operations, equity and comprehensive income (loss), and cash flows for the years ended December 31, 2014 and 2013.
- (b) The description of the Registrant's common shares contained in its Registration Statement on Form 8-A (File No. 001-36532) filed with the Commission on July 7, 2014 pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any other amendment or report filed for the purpose of updating such description.
- (c) The Registrant's Registration Statement on Form F-4 (File No. 333-197569) filed with the Commission on July 23, 2014, as subsequently amended (the "Form F-4"), which includes (i) the audited consolidated balance sheets of the Registrant and subsidiaries as of December 31, 2013 and 2012, and the related audited consolidated statements of operations, equity and comprehensive income (loss), and cash flows for the years ended December 31, 2013 and 2012, (ii) the consolidated audited balance sheets of Overland Storage, Inc. and Subsidiaries ("Overland") as of June 30, 2014 and 2013, and the related audited consolidated statements of operations, equity and comprehensive income (loss), and cash flows for the fiscal years ended June 30, 2014 and 2013, (iii) the audited consolidated balance sheets of Tandberg Data S.à r.l. and subsidiaries ("Tandberg") as of December 31, 2013 and 2012, and the related audited consolidated statements of operations, equity and comprehensive income (loss), and cash flows for the years ended December 31, 2013 and 2012, and (iv) the unaudited pro forma condensed combined financial information of the Registrant, Overland and Tandberg giving effect to the acquisition of Overland by the Registrant and derived from the historical consolidated financial statements and notes thereto of the Registrant, Overland and Tandberg contained in the Form F-4.
- (d) The Registrant's Reports of Foreign Private Issuer on Form 6-K (File No. 001-36532) furnished to the SEC on January 22, 2015 (excluding Exhibit 99.1, News Release dated January 22, 2015), February 9, 2015, February 13, 2015, March 25, 2015 (excluding Exhibit 99.1, News Release dated March 23, 2015), March 31, 2015 (three reports), April 1, 2015, May 15, 2015, May 27, 2015, June 2, 2015, July 31, 2015, August 13, 2015 (excluding Exhibit 99.1, News Release dated August 13, 2015), August 14, 2015 (excluding Exhibit 99.8, News Release dated August 13, 2015), September 15, 2015, October 7, 2015, November 16, 2015 (excluding Exhibit 99.1, News Release dated November 16, 2015), December 2, 2015, and December 21, 2015.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and all Reports of Foreign Private Issuer on Form 6-K (or portions thereof) subsequently furnished to the Commission that are identified in such form as being incorporated by reference into this Registration Statement prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents; provided, however, that unless otherwise identified, documents or information deemed to have been furnished and not filed in accordance with Commission rules shall not be deemed incorporated by reference into this Registration Statement. Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or amended, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

Not applicable.

Item 6. Indemnification of Directors and Officers

Under the Business Corporations Act (Ontario), the Company may indemnify a director or officer, a former director or officer or another individual who acts or acted at the Company's request as a director or officer, or an individual acting in a similar capacity, of another entity, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of that association with the Company or other entity on condition that (i) the individual acted honestly and in good faith with a view to the best interests of the Company or, as the case may be, to the best interests of the other entity for which the individual acted as a director or officer or in a similar capacity at the Company's request, and (ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual also had reasonable grounds for believing that his or her conduct was lawful. Further, the Company may, with court approval, indemnify an individual described above in respect of an action by or on behalf of the Company or other entity to obtain a judgment in its favor, to which the individual is made a party because of the individual's association with the Company or other entity, against all costs, charges and expenses reasonably incurred by the individual in connection with such action if the individual fulfills condition (i) above. An individual as described above is entitled as a matter of right to indemnification from the Company in respect of all costs, charges and expenses reasonably incurred by such individual in connection with the defense of any civil, criminal, administrative, investigative or other proceedings to which such individual is subject if he or she was not judged by a court or other competent authority to have committed any fault or omitted to do anything that he or she ought to have done, and has fulfilled conditions (i) and (ii) above.

In accordance with the Business Corporations Act (Ontario), the Company has agreed to indemnify each of its directors and officers against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal, administrative action or proceeding in which such individual is involved by reason of his association with the Company or other entity if he acted honestly and in good faith with a view to the best interests of the Company or such other entity, and he had reasonable grounds for believing that his conduct was lawful.

A policy of directors' and officers' liability insurance is maintained by the Registrant which insures directors and officers for losses as a result of claims against the directors and officers of the Registrant in their capacity as directors and officers and also reimburses the Registrant for payments made pursuant to the indemnity provisions under the by-laws of the Registrant and the Business Corporations Act (Ontario).

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers or persons controlling the Company pursuant to the foregoing provisions, the Company has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933, as amended, and is therefore unenforceable.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

See the attached Exhibit Index at page 9, which is incorporated herein by reference.

Item 9. Undertakings

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, executive officers and controlling persons of the Registrant pursuant to the provisions described in Item 6 above, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Form S-8 Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Jose, State of California, on January 29, 2016.

SPHERE 3D CORP.

By: /s/ Eric Kelly
Eric Kelly
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Eric Kelly and Peter Tassiopoulos, or either one or both of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place, and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments, exhibits thereto and other documents in connection therewith) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that each of said attorneys-in-fact and agents, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

| <u>Signature</u> | <u>Title</u> | <u>Date</u> |
|---|---|------------------|
| <u>/s/ Eric Kelly</u> Eric Kelly | Chairman of the Board and Chief Executive Officer (Principal Executive Officer) | January 29, 2016 |
| <u>/s/ Kurt Kalbfleisch</u> Kurt Kalbfleisch | Chief Financial Officer (Principal Financial and Accounting Officer) | January 29, 2016 |
| <u>/s/ Peter Ashkin</u> Peter Ashkin | Director | January 29, 2016 |
| <u>/s/ Mario Biasini</u> Mario Biasini | Director | January 29, 2016 |
| <u>/s/ Daniel J. Bordessa</u> Daniel J. Bordessa | Director | January 29, 2016 |
| <u>/s/ Glenn M. Bowman</u> Glenn M. Bowman | Director | January 29, 2016 |
| <u>/s/ Vivekanand Mahadevan</u> Vivekanand Mahadevan | Director | January 29, 2016 |
| <u>/s/ Peter Tassiopoulos</u> Peter Tassiopoulos | Director | January 29, 2016 |

SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES

Pursuant to the requirements of the Securities Act, the undersigned, the duly authorized representative in the United States of the Registrant, has signed this registration statement in the City of San Jose, State of California on January 29, 2016.

AUTHORIZED U.S. REPRESENTATIVE

By: /s/ Eric Kelly
Eric Kelly
Chairman of the Board and Chief Executive Officer

EXHIBIT INDEX

| <u>Exhibit Number</u> | <u>Description of Exhibit</u> |
|-----------------------|---|
| 4.1 | Form of Executive Inducement Restricted Stock Unit Agreement. |
| 4.2 | Form of Inducement Restricted Stock Unit Agreement. |
| 5 | Opinion of Stikeman Elliot LLP (opinion re legality). |
| 23.1 | Consents of Collins Barrow (consent of independent registered public accounting firm). |
| 23.2 | Consents of Moss Adams LLP (consent of independent registered public accounting firm). |
| 23.3 | Consent of RSM Deutschland GmbH Wirtschaftsprüfungsgesellschaft (consent of independent registered public accounting firm). |
| 23.4 | Consent of Counsel (included in Exhibit 5). |
| 24 | Power of Attorney (included in this Registration Statement under “Signatures”). |

SPHERE 3D CORP.
RESTRICTED STOCK UNIT AWARD AGREEMENT
(Inducement Grant)

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this “**Agreement**”) dated _____ by and between Sphere 3D Corp., a corporation incorporated under the laws of the Province of Ontario (the “**Corporation**”), and _____ (the “**Grantee**”) evidences the award (the “**Award**”) granted by the Corporation to the Grantee as to the number of the Corporation’s stock units (“**Stock Units**”) first set forth below. The Award and this Agreement are intended to qualify (i) for exemption from any requirement under the listing rules that may be applicable to the Corporation that equity compensation arrangements be approved by the Corporation’s shareholders, and (ii) for exemption from the Canadian prospectus requirements.

Number of Stock Units:¹ _____

Award Date: _____

Vesting Commencement Date: _____

Vesting¹ [The Stock Units subject to the Award will vest in six (6) equal installments, with the first installment vesting six (6) months after the Vesting Commencement Date and an additional installment vesting at the end of each six-month period thereafter.] *[Subject to adjustment to reflect the vesting schedule approved by the Board for the particular grant.]*

The Award is subject to the Terms and Conditions of Restricted Stock Units (the “**Terms**”) attached to this Agreement (incorporated herein by this reference). The Award has been granted to the Grantee in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to the Grantee. The Grantee’s participation in the Award is voluntary. The parties agree to the terms of the Award set forth herein. The Grantee acknowledges receipt of a copy of the Terms.

As used herein, the term “**stock unit**” means a non-voting unit of measurement which is deemed for bookkeeping purposes to be equivalent to one outstanding Common Share of the Corporation (subject to adjustment as provided in Section 7(a) of the Terms) solely for purposes of this Agreement. The Stock Units shall be used solely as a device for the determination of the payment to eventually be made to the Grantee if such Stock Units vest pursuant to the terms hereof. The Stock Units shall not be treated as property or as a trust fund of any kind.

“**GRANTEE**”

SPHERE 3D CORP.

a corporation incorporated under the laws of the Province of Ontario

Signature

By: _____

Print Name:

Name: _____

Print Name

Title: _____

¹ Subject to adjustment under Section 7(a) of the Terms.

SPHERE 3D CORP.
TERMS AND CONDITIONS OF RESTRICTED STOCK UNITS
(Inducement Grant)

1. Vesting. Subject to Section 6 below, the Award shall vest and become nonforfeitable as set forth on the cover page of this Agreement.

2. Continuance of Employment/Service. The vesting schedule requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Award and the rights and benefits under this Agreement. Employment or service for only a portion of the vesting period, even if a substantial portion, will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment or services as provided in Section 6 below.

Nothing contained in this Agreement constitutes an employment or service commitment by the Corporation, affects the Grantee's status as an employee at will who is subject to termination without cause, confers upon the Grantee any right to remain employed by or in service to the Corporation or any corporation or other entity a majority of whose outstanding voting stock or voting power is beneficially owned directly or indirectly by the Corporation (a "**Subsidiary**"), interferes in any way with the right of the Corporation or any Subsidiary at any time to terminate such employment or services, or affects the right of the Corporation or any Subsidiary to increase or decrease the Grantee's other compensation or benefits. Nothing in this Agreement, however, is intended to adversely affect any independent contractual right of the Grantee without his or her consent thereto.

3. No Dividend and Voting Rights. The Grantee shall have no rights as a shareholder of the Corporation, no dividend rights and no voting rights, with respect to the Stock Units and any Common Shares underlying or issuable in respect of such Stock Units until such Common Shares are actually issued to and held of record by the Grantee. No adjustments will be made for dividends or other rights of a holder for which the record date is prior to the date of issuance of such shares.

4. Restrictions on Transfer. Neither the Award, nor any interest therein or amount or shares payable in respect thereof may be sold, assigned, transferred, pledged or otherwise disposed of, alienated or encumbered, either voluntarily or involuntarily. The transfer restrictions in the preceding sentence shall not apply to (a) transfers to the Corporation, or (b) transfers by will or the laws of descent and distribution, or (c) transfers to a family member (or former family member) pursuant to a domestic relations order if approved or ratified by the Administrator, or (d) subject to the written approval of the Administrator and compliance with applicable federal, provincial, state and foreign securities laws, transfers to a family member that are not made for value (other than nominal consideration, settlement of marital property rights, or for interests in an entity in which more than 50% of the voting interests are held by the Grantee or by the Grantee's family members).

As used herein, the "**Administrator**" means the Board of Directors of the Corporation (the "**Board**") or one or more committees appointed by the Board or another committee (within its delegated authority and in the manner and on the terms authorized by the Board) to administer all or certain aspects of this Agreement.

5. Timing and Manner of Payment of Stock Units. Each Stock Unit that becomes vested pursuant to the terms hereof (the date of such vesting, the “**Vesting Date**” of such Stock Unit) will be paid on or as soon as practicable after the Vesting Date (and in all events within two and one-half months following the Vesting Date). In payment of the Stock Units, the Corporation shall deliver to the Grantee a number of the Corporation’s common shares (“**Common Shares**”) (either by delivering one or more certificates for such shares or by entering such shares in book entry form, as determined by the Corporation in its discretion, and, if the Grantee is a resident of Canada, such shares to be issued from treasury if and to the extent required by applicable law) equal to the number of Stock Units subject to this Award that vest on the applicable Vesting Date, unless such Stock Units terminate prior to the given Vesting Date pursuant to Section 6. The Award and the Corporation’s obligation to deliver Common Shares or otherwise make payment with respect to vested Stock Units is subject to (a) compliance with all applicable federal, provincial, state, local and foreign laws, rules and regulations (including but not limited to provincial, state and federal securities law and federal margin requirements) and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Corporation, be necessary or advisable in connection therewith and (b) the condition precedent that the Grantee or other person entitled to receive any shares hereunder with respect to the vested Stock Units deliver to the Corporation such assurances and representations as the Administrator may deem necessary or desirable to assure compliance with all applicable legal and accounting requirements. The Grantee shall have no further rights with respect to any Stock Units that are paid or that terminate pursuant to Section 6.

6. Effect of Termination of Employment or Service; Change in Control; [Employment Agreement].

(a) General. Except as provided in Sections 6(b) and (c) below, the Grantee’s Stock Units shall terminate to the extent such units have not become vested prior to the Grantee’s Termination Date (as defined below). If any unvested Stock Units are terminated hereunder, such Stock Units shall automatically terminate and be cancelled as of the Termination Date without payment of any consideration by the Corporation and without any other action by the Grantee, or the Grantee’s beneficiary or personal representative, as the case may be. For these purposes, “**Termination Date**” means the Grantee’s last day of actual and active employment or service with the Corporation or any of its Subsidiaries. For greater certainty, no period of notice of termination, if any, or payment in lieu of notice that is given or ought to have been given pursuant to the Grantee’s applicable employment agreement, contract for service or at law that follows or is in respect of a period after the last date of actual and active employment will be considered as extending Grantee’s period of employment or services for purposes of determining the Grantee’s entitlement under the Award.

(b) [Acceleration Upon Certain Terminations.

(1) If either (i) the Grantee’s employment or service with the Corporation or one of its Subsidiaries terminates due to the Grantee’s Disability or death, or (ii) a Change in Control Event occurs and, at any time within sixty (60) days before or two (2) years after the Change in Control Event, the Grantee’s employment or service with the Corporation or one of its Subsidiaries is terminated by the Corporation or such Subsidiary without Cause or by the Executive for Good Reason, the Stock Units, to the extent then outstanding and unvested, shall vest in full upon the date of such termination of employment or service (or, if later, upon the Change in Control Event).

(2) If the Grantee's employment or service with the Corporation or one of its Subsidiaries is terminated by the Corporation or such Subsidiary without Cause or by the Executive for Good Reason, and such termination occurs at any time other than within sixty (60) days before or two (2) years after a Change in Control Event, the Award will vest on the Termination Date with respect to a number of Stock Units determined by multiplying (x) the number of then-outstanding and unvested Stock Units that would have otherwise vested on the next scheduled "Vesting Date" set forth on the cover page of this Agreement that follows the Grantee's Termination Date, by (y) a fraction, the numerator of which will be the number of whole months that have elapsed between the Vesting Date that immediately preceded the Grantee's Termination Date (or, in the case of a termination prior to the first scheduled Vesting Date, the Vesting Commencement Date) and the Grantee's Termination Date, and the denominator of which will be the total number of months between the Vesting Date that immediately preceded the Grantee's Termination Date (or, in the case of a termination prior to the first scheduled Vesting Date, the Vesting Commencement Date) and the next scheduled Vesting Date that follows the Grantee's Termination Date. Any Stock Units subject to the Award that are not vested after giving effect to the preceding sentence shall terminate on the Termination Date.

(3) Notwithstanding any other provision herein, as a condition precedent to any acceleration of vesting pursuant to this Section 6(b), the Grantee shall provide the Corporation with a valid, executed general release agreement in the form attached to any employment, severance, retention or similar agreement the Grantee may have with the Corporation or any of its Subsidiaries in effect on the Award Date (or, if there is no such agreement or no such form of release attached thereto, in a form acceptable to the Corporation), and such release shall have not been revoked pursuant to any revocation rights afforded by applicable law. The Corporation shall provide the final form of release agreement to the Grantee not later than seven (7) days following the Termination Date, and the Grantee shall be required to execute and return such release to the Corporation within twenty-one (21) days (or forty-five (45) days if such longer period of time is required to make the release maximally enforceable under applicable law) after the Corporation provides the form of release to the Grantee. If the period for the Grantee to provide such release spans two calendar years, then the payment of the Stock Units as provided in Section 5 shall in all events be made in the second of such two years.

[This Section 6(b) and Exhibit A are subject to adjustment on a case-by-case basis to reflect any acceleration provisions approved by the Board for the particular grant.]

(c) Employment Agreement. The Stock Units are also subject to any rights to accelerated vesting the Grantee may have under any employment, severance, retention or similar agreement with the Corporation or any of its Subsidiaries in effect on the Award Date (with any such acceleration rights to be applied, in the case of a termination of the Grantee's employment or service other than in connection with a Change in Control Event, after giving effect to the prorated vesting described above).] ***[This paragraph to be included only for a few key executives on a case-by-case basis.]***

(d) Defined Terms. For purposes of this Agreement, the terms Cause, Good Reason, Disability and Change in Control Event have the meanings given to such terms on Exhibit A hereto.

7. Adjustments; Corporate Transactions.

(a) Adjustments. Subject to Section 7(b), upon (or, as may be necessary to effect the adjustment, immediately prior to): any reclassification, recapitalization, stock split (including a stock split in the form of a stock dividend) or reverse stock split; any merger, amalgamation, combination, consolidation, conversion or other reorganization; any spin-off, split-up, or similar extraordinary dividend distribution in respect of the Common Shares; or any exchange of Common Shares or other securities of the Corporation, or any similar, unusual or extraordinary corporate transaction in respect of the Common Shares; then the Administrator shall equitably and proportionately adjust the number, amount and type of Common Shares (or other securities or property) subject to the Award, to the extent necessary to preserve (but not increase) the level of incentives intended by the Award. Upon (or, as may be necessary to effect the adjustment, immediately prior to) any event or transaction described in the preceding sentence or a sale of all or substantially all of the business or assets of the Corporation as an entirety, the Administrator shall equitably and proportionately adjust the performance standards (if any) applicable to the Award to the extent necessary to preserve (but not increase) the level of incentives intended by the Award. It is intended that, if possible, any adjustments contemplated by the preceding two sentences be made in a manner that satisfies applicable Canadian and U.S. legal, tax (including, without limitation and as applicable in the circumstances, Section 424 of Internal Revenue Code of 1986, as amended (the "**Code**"), Section 409A of the Code and Section 162(m) of the Code) and accounting (so as to not trigger any charge to earnings with respect to such adjustment) requirements. Any good faith determination by the Administrator as to whether an adjustment is required in the circumstances pursuant to this Section 7.1(a) and the extent and nature of any such adjustment, shall be conclusive and binding on all persons.

(b) Corporate Transactions - Assumption and Termination of Award. Upon the occurrence of any of the following: any recapitalization, merger, amalgamation, combination, consolidation, conversion or other reorganization in connection with which the Corporation does not survive (or does not survive as a public company in respect of its Common Shares); any exchange of Common Shares or other securities of the Corporation in connection with which the Corporation does not survive (or does not survive as a public company in respect of its Common Shares); a sale of all or substantially all the business, stock or assets of the Corporation in connection with which the Corporation does not survive (or does not survive as a public company in respect of its Common Shares); a dissolution of the Corporation; or any other event in which the Corporation does not survive (or does not survive as a public company in respect of its Common Shares); then the Administrator may make provision for a cash payment in settlement of, or for the termination, assumption, substitution or exchange of the Award or the cash, securities or property deliverable to the Grantee pursuant to the Award, based upon, to the extent relevant under the circumstances, the distribution or consideration payable to holders of the Common Shares upon or in respect of such event. Upon the occurrence of any event described in the preceding sentence, then, unless the Administrator has made a provision for the substitution, assumption, exchange or other continuation or settlement of the Award or the Award would otherwise continue in accordance with its terms in the circumstances, the Award shall become payable to the Grantee and shall terminate upon the related event. Without limiting the foregoing, in connection with any event referred to in the preceding sentence or any Change in Control Event, the Administrator may, in its discretion, provide for the accelerated vesting of the Award as and to the extent determined by the Administrator in the circumstances. The Administrator may adopt such valuation methodologies for the Award as it deems reasonable in the event of a cash or property settlement. In any of the events referred to in this Section 7(b), the Administrator may take such action contemplated by this Section 7(b) prior to such event (as opposed to on the occurrence of such event) to the extent that the Administrator deems the action necessary to permit the Grantee to realize the benefits intended to be conveyed with respect to the underlying shares. Without limiting the generality of the foregoing, the Administrator may deem an acceleration and/or termination to occur immediately prior to the applicable event and, in such circumstances, will reinstate the original terms of the award if an event giving rise to an acceleration and/or termination does not occur. Any good faith determination by the Administrator pursuant to its authority under this Section 7(b) shall be conclusive and binding on all persons.

8. Tax Withholding. The Corporation shall reasonably determine the amount of any federal, state, local, foreign, provincial or other income, employment, or other taxes which the Corporation or any of its Subsidiaries may reasonably be obligated to withhold with respect to the grant, vesting or other event with respect to the Stock Units. If such withholding event occurs in connection with the distribution of Common Shares in respect of the Stock Units and subject to compliance with all applicable laws, the Grantee hereby agrees that the appropriate number of whole shares, valued at their then fair market value (with the “fair market value” of such shares determined in accordance with the applicable provisions of Section 5.6 of the Sphere 3D Corp. 2015 Performance Incentive Plan (or the corresponding provisions of a successor plan thereto)), to satisfy any withholding obligations of the Corporation or its Subsidiaries with respect to such distribution at the minimum applicable withholding rates (such number of shares, the “**Minimum Withholding Shares**”) shall automatically be sold by or on behalf of the Grantee on the open market and the proceeds of such sale shall be promptly remitted to the Corporation to satisfy such tax withholding obligations. In the event the Grantee has (prior to the applicable Vesting Date) entered into an irrevocable arrangement (on terms reasonably acceptable to the Corporation) with a third-party broker to use the proceeds of a sale of Common Shares on the market to provide for tax withholding in connection with any payment of the Stock Units and has provided the terms of such arrangement to the Corporation (a “**Broker Arrangement**”), the Grantee and the Corporation agree that, at the time of such payment of the Stock Units, the Corporation will deliver to the Grantee’s designated broker a number of whole Common Shares equal to the Minimum Withholding Shares. If there is no such Broker Arrangement in place on the applicable Vesting Date, such sale of the Minimum Withholding Shares shall be conducted through a broker designated by the Corporation. The Grantee shall execute such documents as may reasonably be requested by the Corporation or the broker, as applicable, in order to implement such transactions and shall otherwise comply with the administrative rules and procedures established by the Corporation with respect to such transactions. If, however, any withholding event occurs with respect to the Stock Units other than in connection with the distribution of shares of Common Stock in respect of the Stock Units, or if the Corporation’s withholding obligations cannot be satisfied by such market sale or such withholding and reacquisition of shares as described above because such a sale, withholding or reacquisition, as the case may be, would cause the Corporation to violate applicable law, the Corporation shall be entitled to require a cash payment by or on behalf of the Grantee and/or to deduct from other compensation payable to the Grantee the amount of any such withholding obligations.

9. Notices. Any notice to be given under the terms of this Agreement shall be in writing and addressed to the Corporation at its principal office to the attention of the Secretary, and to the Grantee at the Grantee's last address reflected on the Corporation's records, or at such other address as either party may hereafter designate in writing to the other. Any such notice shall be given only when received, but if the Grantee is no longer an employee of or in service to the Corporation, shall be deemed to have been duly given by the Corporation when enclosed in a properly sealed envelope addressed as aforesaid, registered or certified, and deposited (postage and registry or certification fee prepaid) in a post office or branch post office regularly maintained by the United States Government.

10. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and supersedes all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. The Administrator by agreement or resolution may waive conditions of or limitations on the Award, without the consent of the Grantee, and may make other changes to the terms and conditions of the Award; provided, however, that no amendment of the Award shall, without written consent of the Grantee, affect in any manner materially adverse to the Grantee any rights or benefits of the Grantee or obligations of the Corporation under the Award. Changes, settlements and other actions contemplated by Section 7 above shall not be deemed to constitute changes or amendments for purposes of this Section 10. Notwithstanding the foregoing, the Corporation may, without the consent of the Grantee, amend the tax-withholding procedures set forth in Section 8 above to provide that the Corporation's tax withholding obligations in connection with a distribution of Common Shares in respect of the Stock Units shall be satisfied by the Corporation reducing the number of Common Shares subject to such distribution by the number of the Minimum Withholding Shares (as opposed to a market sale of such shares); provided, however, that if the Corporation adopts such an amendment of the procedures set forth in Section 8, such procedures shall not be further amended within the one-year period thereafter.

11. Limitation on Grantee's Rights. The Award confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Corporation as to amounts payable and shall not be construed as creating a trust. The Award does not, in and of itself, have any assets. The Grantee shall have only the rights of a general unsecured creditor of the Corporation with respect to amounts credited and benefits payable, if any, with respect to the Stock Units, and rights no greater than the right to receive the Common Shares as a general unsecured creditor with respect to Stock Units, as and when payable hereunder.

12. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13. Section Headings. The section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

14. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to conflict of law principles thereunder.

15. Construction. It is intended that the terms of the Award will not result in the imposition of any tax liability pursuant to Section 409A of the Code. The Award is intended as a “short-term deferral” under Section 409A of the Code, and this Agreement shall be construed and interpreted consistent with that intent.

16. Language. The parties hereto have agreed that this Agreement be drafted in English. Les parties aux présentes ont convenu que le présent document soit rédigé en anglais.

17. No Advice Regarding Grant. The Grantee is hereby advised to consult with his or her own tax, legal and/or investment advisors with respect to any advice the Grantee may determine is needed or appropriate with respect to the Stock Units (including, without limitation, to determine the foreign, state, local, estate and/or gift tax consequences with respect to the Award). Neither the Corporation nor any of its officers, directors, affiliates or advisors makes any representation (except for the terms and conditions expressly set forth in this Award Agreement) or recommendation with respect to the Award. Except for the withholding rights set forth in Section 8 above, the Grantee is solely responsible for any and all tax and other liability that may arise with respect to the Award or any sale of shares issued or delivered with respect to the Award.

18. Insider Trading Rules. The Grantee hereby acknowledges being subject to all applicable laws, rules and regulations, as well as Corporation policies, regarding insider trading.

EXHIBIT A

DEFINED TERMS

For purposes of this Agreement, the following definitions shall apply:

- **“Cause”** has the meaning given to such term in any employment agreement between the Grantee and the Corporation or any of its Subsidiaries as in effect on the Award Date or, if there is no such agreement (or such agreement does not include a definition of such term), shall mean: (a) acts or omissions constituting reckless or willful misconduct on the Grantee’s part with respect to the Grantee’s obligations or otherwise relating to the business of the Corporation or any of its Subsidiaries that causes material harm to the Corporation or such Subsidiary or to the reputation of the Corporation or such Subsidiary; (b) the Grantee’s material breach of any agreement between the Grantee and the Corporation or one of its Subsidiaries, which breach the Grantee fails to cure within thirty (30) days after receiving written notice from the Board that specifies the specific conduct giving rise to the alleged breach; (c) the Grantee’s conviction or entry of a plea of nolo contendere for fraud, theft or embezzlement, or any felony or crime of moral turpitude; or (d) the Grantee’s willful neglect of duties as reasonably determined by the Board, which the Grantee fails to cure within thirty (30) days after receiving written notice from the Board that specifies the specific duties that the Grantee has failed to perform.
- **“Good Reason”** has the meaning given to such term in any employment agreement between the Grantee and the Corporation or any of its Subsidiaries as in effect on the Award Date or, if there is no such agreement (or such agreement does not include a definition of such term), shall mean a voluntary termination by the Grantee of the Grantee’s employment with the Corporation or one of its Subsidiaries within one (1) year after the initial occurrence of one or more of the following (without the Grantee’s written consent): (a) the Corporation or such Subsidiary reduces the Grantee’s base compensation (including commissions) by more than ten percent (10%), (b) the Grantee’s authority, responsibilities and/or duties are materially reduced so that the Grantee’s duties are no longer consistent with the Grantee’s position as of the Award Date and the Grantee no longer reports directly to the [_____] of the Corporation; (c) a material breach by the Corporation or one of its Subsidiaries of any agreement between the Grantee and the Corporation or such Subsidiary; or (d) the Corporation or one of its Subsidiaries relocates the Grantee’s principal place of work to a location more than fifty (50) miles from the Grantee’s principal place of work as of the Award Date; provided, however, that such a termination by the Grantee shall not be a termination for Good Reason unless the Grantee notifies the Corporation in writing within sixty (60) days following the initial existence of the circumstance constituting Good Reason, the Corporation is given thirty (30) days from the receipt of such notice in which the Corporation may remedy or cure such condition, and the Corporation fails to remedy or cure the condition set forth in the Grantee’s notice within thirty (30) days of receipt of such notice. For purposes of the foregoing, if the Grantee does not timely provide notice to the Corporation as to a particular circumstance constituting Good Reason, then the Grantee shall be deemed to have waived the right to terminate for Good Reason with respect to such circumstance.

- **“Disability”** has the meaning given to such term (or a similar term) in any employment agreement between the Grantee and the Corporation or any of its Subsidiaries as in effect on the Award Date or, if there is no such agreement (or such agreement does not include a definition of such term), shall mean the Grantee (as determined solely by the Administrator on the basis of such medical evidence as the Administrator deems warranted under the circumstances) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.
- **“Change in Control Event”** means any of the following:
 - (i) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act (a **“Person”**)) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than fifty percent (50%) of either (1) the then- outstanding common shares of the Corporation (the **“Outstanding Company Common Shares”**) or (2) the combined voting power of the then-outstanding voting securities of the Corporation entitled to vote generally in the election of directors (the **“Outstanding Company Voting Securities”**); provided, however, that, for purposes of this clause (i), the following acquisitions shall not constitute a Change in Control Event; (A) any acquisition directly from the Corporation, (B) any acquisition by the Corporation, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any affiliate of the Corporation or a successor, or (D) any acquisition by any entity pursuant to a transaction that complies with clauses (iii)(1), (2) and (3) below;
 - (ii) Individuals who, as of the Award Date, constitute the Board (the **“Incumbent Board”**) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Award Date whose election, or nomination for election by the Corporation’s shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board (including for these purposes, the new members whose election or nomination was so approved, without counting the member and his predecessor twice) shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;
 - (iii) Consummation of a reorganization, merger, amalgamation, statutory share exchange or consolidation or similar corporate transaction involving the Corporation or any of its Subsidiaries, a sale or other disposition of all or substantially all of the assets of the Corporation, or the acquisition of assets or stock of another entity by the Corporation or any of its Subsidiaries (each, a **“Business Combination”**), in each case unless, following such Business Combination, (1) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Shares and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than fifty percent (50%) of the then-outstanding common shares and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Corporation or all or substantially all of the Corporation’s assets directly or through one or more subsidiaries (a **“Parent”**)) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Shares and the Outstanding Company Voting Securities, as the case may be, (2) no Person (excluding any entity resulting from such Business Combination or a Parent or any employee benefit plan (or related trust) of the Corporation or such entity resulting from such Business Combination or Parent) beneficially owns, directly or indirectly, more than fifty percent (50%) of, respectively, the then-outstanding shares of common stock of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity, except to the extent that the ownership in excess of fifty percent (50%) existed prior to the Business Combination, and (3) at least a majority of the members of the board of directors or trustees of the entity resulting from such Business Combination or a Parent were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

- (iii) Consummation of a reorganization, merger, amalgamation, statutory share exchange or consolidation or similar corporate transaction involving the Corporation or any of its Subsidiaries, a sale or other disposition of all or substantially all of the assets of the Corporation, or the acquisition of assets or stock of another entity by the Corporation or any of its Subsidiaries (each, a “**Business Combination**”), in each case unless, following such Business Combination, (1) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Shares and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than fifty percent (50%) of the then-outstanding common shares and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Corporation or all or substantially all of the Corporation’s assets directly or through one or more subsidiaries (a “**Parent**”)) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Shares and the Outstanding Company Voting Securities, as the case may be, (2) no Person (excluding any entity resulting from such Business Combination or a Parent or any employee benefit plan (or related trust) of the Corporation or such entity resulting from such Business Combination or Parent) beneficially owns, directly or indirectly, more than fifty percent (50%) of, respectively, the then-outstanding shares of common stock of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity, except to the extent that the ownership in excess of fifty percent (50%) existed prior to the Business Combination, and (3) at least a majority of the members of the board of directors or trustees of the entity resulting from such Business Combination or a Parent were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or
- (iv) Approval by the shareholders of the Corporation of a complete liquidation or dissolution of the Corporation other than in the context of a transaction that does not constitute a Change in Control Event under clause (iii) above.

SPHERE 3D CORP.
RESTRICTED STOCK UNIT AWARD AGREEMENT
(Inducement Grant)

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this “**Agreement**”) dated _____ by and between Sphere 3D Corp., a corporation incorporated under the laws of the Province of Ontario (the “**Corporation**”), and _____ (the “**Grantee**”) evidences the award (the “**Award**”) granted by the Corporation to the Grantee as to the number of the Corporation’s stock units (“**Stock Units**”) first set forth below. The Award and this Agreement are intended to qualify (i) for exemption from any requirement under the listing rules that may be applicable to the Corporation that equity compensation arrangements be approved by the Corporation’s shareholders, and (ii) for exemption from the Canadian prospectus requirements. le to the Corporation that equity compensation arrangements be approved by the Corporation’s shareholders, and (ii) for exemption from the Canadian prospectus requirements.

| | |
|--|--------------------------|
| Number of Stock Units: ¹ _____ | Award Date: _____ |
| Vesting Commencement Date: _____ | |
| Vesting ¹ [The Stock Units subject to the Award will vest in six (6) equal installments, with the first installment vesting six (6) months after the Vesting Commencement Date and an additional installment vesting at the end of each six-month period thereafter.] <i>[Subject to adjustment to reflect the vesting schedule approved by the Board for the particular grant.]</i> | |

The Award is subject to the Terms and Conditions of Restricted Stock Units (the “**Terms**”) attached to this Agreement (incorporated herein by this reference). The Award has been granted to the Grantee in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to the Grantee. The Grantee’s participation in the Award is voluntary. The parties agree to the terms of the Award set forth herein. The Grantee acknowledges receipt of a copy of the Terms.

As used herein, the term “**stock unit**” means a non-voting unit of measurement which is deemed for bookkeeping purposes to be equivalent to one outstanding Common Share of the Corporation (subject to adjustment as provided in Section 7(a) of the Terms) solely for purposes of this Agreement. The Stock Units shall be used solely as a device for the determination of the payment to eventually be made to the Grantee if such Stock Units vest pursuant to the terms hereof. The Stock Units shall not be treated as property or as a trust fund of any kind.

“**GRANTEE**”

SPHERE 3D CORP.
a corporation incorporated under the laws of the Province of Ontario

Signature

By: _____

Print Name:

Name: _____

Print Name

Title: _____

¹ Subject to adjustment under Section 7(a) of the Terms.

SPHERE 3D CORP.
TERMS AND CONDITIONS OF RESTRICTED STOCK UNITS
(Inducement Grant)

1. Vesting. Subject to Section 6 below, the Award shall vest and become nonforfeitable as set forth on the cover page of this Agreement.

2. Continuance of Employment/Service. The vesting schedule requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Award and the rights and benefits under this Agreement. Employment or service for only a portion of the vesting period, even if a substantial portion, will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment or services as provided in Section 6 below.

Nothing contained in this Agreement constitutes an employment or service commitment by the Corporation, affects the Grantee's status as an employee at will who is subject to termination without cause, confers upon the Grantee any right to remain employed by or in service to the Corporation or any corporation or other entity a majority of whose outstanding voting stock or voting power is beneficially owned directly or indirectly by the Corporation (a "**Subsidiary**"), interferes in any way with the right of the Corporation or any Subsidiary at any time to terminate such employment or services, or affects the right of the Corporation or any Subsidiary to increase or decrease the Grantee's other compensation or benefits. Nothing in this Agreement, however, is intended to adversely affect any independent contractual right of the Grantee without his or her consent thereto.

3. No Dividend and Voting Rights. The Grantee shall have no rights as a shareholder of the Corporation, no dividend rights and no voting rights, with respect to the Stock Units and any Common Shares underlying or issuable in respect of such Stock Units until such Common Shares are actually issued to and held of record by the Grantee. No adjustments will be made for dividends or other rights of a holder for which the record date is prior to the date of issuance of such shares.

4. Restrictions on Transfer. Neither the Award, nor any interest therein or amount or shares payable in respect thereof may be sold, assigned, transferred, pledged or otherwise disposed of, alienated or encumbered, either voluntarily or involuntarily. The transfer restrictions in the preceding sentence shall not apply to (a) transfers to the Corporation, or (b) transfers by will or the laws of descent and distribution, or (c) transfers to a family member (or former family member) pursuant to a domestic relations order if approved or ratified by the Administrator, or (d) subject to the written approval of the Administrator and compliance with applicable federal, provincial, state and foreign securities laws, transfers to a family member that are not made for value (other than nominal consideration, settlement of marital property rights, or for interests in an entity in which more than 50% of the voting interests are held by the Grantee or by the Grantee's family members).

As used herein, the "**Administrator**" means the Board of Directors of the Corporation (the "**Board**") or one or more committees appointed by the Board or another committee (within its delegated authority and in the manner and on the terms authorized by the Board) to administer all or certain aspects of this Agreement.

5. Timing and Manner of Payment of Stock Units. Each Stock Unit that becomes vested pursuant to the terms hereof (the date of such vesting, the “**Vesting Date**” of such Stock Unit) will be paid on or as soon as practicable after the Vesting Date (and in all events within two and one-half months following the Vesting Date). In payment of the Stock Units, the Corporation shall deliver to the Grantee a number of the Corporation’s common shares (“**Common Shares**”) (either by delivering one or more certificates for such shares or by entering such shares in book entry form, as determined by the Corporation in its discretion, and, if the Grantee is a resident of Canada, such shares to be issued from treasury if and to the extent required by applicable law) equal to the number of Stock Units subject to this Award that vest on the applicable Vesting Date, unless such Stock Units terminate prior to the given Vesting Date pursuant to Section 6. The Award and the Corporation’s obligation to deliver Common Shares or otherwise make payment with respect to vested Stock Units is subject to (a) compliance with all applicable federal, provincial, state, local and foreign laws, rules and regulations (including but not limited to provincial, state and federal securities law and federal margin requirements) and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Corporation, be necessary or advisable in connection therewith and (b) the condition precedent that the Grantee or other person entitled to receive any shares hereunder with respect to the vested Stock Units deliver to the Corporation such assurances and representations as the Administrator may deem necessary or desirable to assure compliance with all applicable legal and accounting requirements. The Grantee shall have no further rights with respect to any Stock Units that are paid or that terminate pursuant to Section 6.

6. Effect of Termination of Employment or Service. The Grantee’s Stock Units shall terminate to the extent such units have not become vested prior to the Grantee’s Termination Date (as defined below), regardless of the reason for the termination of the Grantee’s employment or service with the Corporation or a Subsidiary, whether with or without cause, voluntarily or involuntarily. If any unvested Stock Units are terminated hereunder, such Stock Units shall automatically terminate and be cancelled as of the Termination Date without payment of any consideration by the Corporation and without any other action by the Grantee, or the Grantee’s beneficiary or personal representative, as the case may be. For these purposes, “**Termination Date**” means the Grantee’s last day of actual and active employment or service with the Corporation or any of its Subsidiaries. For greater certainty, no period of notice of termination, if any, or payment in lieu of notice that is given or ought to have been given pursuant to the Grantee’s applicable employment agreement, contract for service or at law that follows or is in respect of a period after the last date of actual and active employment will be considered as extending Grantee’s period of employment or services for purposes of determining the Grantee’s entitlement under the Award.

7. Adjustments; Corporate Transactions.

(a) Adjustments. Subject to Section 7(b), upon (or, as may be necessary to effect the adjustment, immediately prior to): any reclassification, recapitalization, stock split (including a stock split in the form of a stock dividend) or reverse stock split; any merger, amalgamation, combination, consolidation, conversion or other reorganization; any spin-off, split-up, or similar extraordinary dividend distribution in respect of the Common Shares; or any exchange of Common Shares or other securities of the Corporation, or any similar, unusual or extraordinary corporate transaction in respect of the Common Shares; then the Administrator shall equitably and proportionately adjust the number, amount and type of Common Shares (or other securities or property) subject to the Award, to the extent necessary to preserve (but not increase) the level of incentives intended by the Award. Upon (or, as may be necessary to effect the adjustment, immediately prior to) any event or transaction described in the preceding sentence or a sale of all or substantially all of the business or assets of the Corporation as an entirety, the Administrator shall equitably and proportionately adjust the performance standards (if any) applicable to the Award to the extent necessary to preserve (but not increase) the level of incentives intended by the Award. It is intended that, if possible, any adjustments contemplated by the preceding two sentences be made in a manner that satisfies applicable Canadian and U.S. legal, tax (including, without limitation and as applicable in the circumstances, Section 424 of Internal Revenue Code of 1986, as amended (the “**Code**”), Section 409A of the Code and Section 162(m) of the Code) and accounting (so as to not trigger any charge to earnings with respect to such adjustment) requirements. Any good faith determination by the Administrator as to whether an adjustment is required in the circumstances pursuant to this Section 7.1(a) and the extent and nature of any such adjustment, shall be conclusive and binding on all persons.

(b) Corporate Transactions - Assumption and Termination of Award. Upon the occurrence of any of the following: any recapitalization, merger, amalgamation, combination, consolidation, conversion or other reorganization in connection with which the Corporation does not survive (or does not survive as a public company in respect of its Common Shares); any exchange of Common Shares or other securities of the Corporation in connection with which the Corporation does not survive (or does not survive as a public company in respect of its Common Shares); a sale of all or substantially all the business, stock or assets of the Corporation in connection with which the Corporation does not survive (or does not survive as a public company in respect of its Common Shares); a dissolution of the Corporation; or any other event in which the Corporation does not survive (or does not survive as a public company in respect of its Common Shares); then the Administrator may make provision for a cash payment in settlement of, or for the termination, assumption, substitution or exchange of the Award or the cash, securities or property deliverable to the Grantee pursuant to the Award, based upon, to the extent relevant under the circumstances, the distribution or consideration payable to holders of the Common Shares upon or in respect of such event. Upon the occurrence of any event described in the preceding sentence, then, unless the Administrator has made a provision for the substitution, assumption, exchange or other continuation or settlement of the Award or the Award would otherwise continue in accordance with its terms in the circumstances, the Award shall become payable to the Grantee and shall terminate upon the related event. Without limiting the foregoing, in connection with any event referred to in the preceding sentence or any Change in Control Event, the Administrator may, in its discretion, provide for the accelerated vesting of the Award as and to the extent determined by the Administrator in the circumstances. The Administrator may adopt such valuation methodologies for the Award as it deems reasonable in the event of a cash or property settlement. In any of the events referred to in this Section 7(b), the Administrator may take such action contemplated by this Section 7(b) prior to such event (as opposed to on the occurrence of such event) to the extent that the Administrator deems the action necessary to permit the Grantee to realize the benefits intended to be conveyed with respect to the underlying shares. Without limiting the generality of the foregoing, the Administrator may deem an acceleration and/or termination to occur immediately prior to the applicable event and, in such circumstances, will reinstate the original terms of the award if an event giving rise to an acceleration and/or termination does not occur. Any good faith determination by the Administrator pursuant to its authority under this Section 7(b) shall be conclusive and binding on all persons.

8. Tax Withholding. The Corporation shall reasonably determine the amount of any federal, state, local, foreign, provincial or other income, employment, or other taxes which the Corporation or any of its Subsidiaries may reasonably be obligated to withhold with respect to the grant, vesting or other event with respect to the Stock Units. If such withholding event occurs in connection with the distribution of Common Shares in respect of the Stock Units and subject to compliance with all applicable laws, the Grantee hereby agrees that the appropriate number of whole shares, valued at their then fair market value (with the “fair market value” of such shares determined in accordance with the applicable provisions of Section 5.6 of the Sphere 3D Corp. 2015 Performance Incentive Plan (or the corresponding provisions of a successor plan thereto)), to satisfy any withholding obligations of the Corporation or its Subsidiaries with respect to such distribution at the minimum applicable withholding rates (such number of shares, the “**Minimum Withholding Shares**”) shall automatically be sold by or on behalf of the Grantee on the open market and the proceeds of such sale shall be promptly remitted to the Corporation to satisfy such tax withholding obligations. In the event the Grantee has (prior to the applicable Vesting Date) entered into an irrevocable arrangement (on terms reasonably acceptable to the Corporation) with a third-party broker to use the proceeds of a sale of Common Shares on the market to provide for tax withholding in connection with any payment of the Stock Units and has provided the terms of such arrangement to the Corporation (a “**Broker Arrangement**”), the Grantee and the Corporation agree that, at the time of such payment of the Stock Units, the Corporation will deliver to the Grantee’s designated broker a number of whole Common Shares equal to the Minimum Withholding Shares. If there is no such Broker Arrangement in place on the applicable Vesting Date, such sale of the Minimum Withholding Shares shall be conducted through a broker designated by the Corporation. The Grantee shall execute such documents as may reasonably be requested by the Corporation or the broker, as applicable, in order to implement such transactions and shall otherwise comply with the administrative rules and procedures established by the Corporation with respect to such transactions. If, however, any withholding event occurs with respect to the Stock Units other than in connection with the distribution of shares of Common Stock in respect of the Stock Units, or if the Corporation’s withholding obligations cannot be satisfied by such market sale or such withholding and reacquisition of shares as described above because such a sale, withholding or reacquisition, as the case may be, would cause the Corporation to violate applicable law, the Corporation shall be entitled to require a cash payment by or on behalf of the Grantee and/or to deduct from other compensation payable to the Grantee the amount of any such withholding obligations.

9. Notices. Any notice to be given under the terms of this Agreement shall be in writing and addressed to the Corporation at its principal office to the attention of the Secretary, and to the Grantee at the Grantee’s last address reflected on the Corporation’s records, or at such other address as either party may hereafter designate in writing to the other. Any such notice shall be given only when received, but if the Grantee is no longer an employee of or in service to the Corporation, shall be deemed to have been duly given by the Corporation when enclosed in a properly sealed envelope addressed as aforesaid, registered or certified, and deposited (postage and registry or certification fee prepaid) in a post office or branch post office regularly maintained by the United States Government.

10. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and supersede all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. The Administrator by agreement or resolution may waive conditions of or limitations on the Award, without the consent of the Grantee, and may make other changes to the terms and conditions of the Award; provided, however, that no amendment of the Award shall, without written consent of the Grantee, affect in any manner materially adverse to the Grantee any rights or benefits of the Grantee or obligations of the Corporation under the Award. Changes, settlements and other actions contemplated by Section 7 above shall not be deemed to constitute changes or amendments for purposes of this Section 10. Notwithstanding the foregoing, the Corporation may, without the consent of the Grantee, amend the tax-withholding procedures set forth in Section 8 above to provide that the Corporation's tax withholding obligations in connection with a distribution of Common Shares in respect of the Stock Units shall be satisfied by the Corporation reducing the number of Common Shares subject to such distribution by the number of the Minimum Withholding Shares (as opposed to a market sale of such shares); provided, however, that if the Corporation adopts such an amendment of the procedures set forth in Section 8, such procedures shall not be further amended within the one-year period thereafter.

11. Limitation on Grantee's Rights. The Award confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Corporation as to amounts payable and shall not be construed as creating a trust. The Award does not, in and of itself, have any assets. The Grantee shall have only the rights of a general unsecured creditor of the Corporation with respect to amounts credited and benefits payable, if any, with respect to the Stock Units, and rights no greater than the right to receive the Common Shares as a general unsecured creditor with respect to Stock Units, as and when payable hereunder.

12. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13. Section Headings. The section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

14. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to conflict of law principles thereunder.

15. Construction. It is intended that the terms of the Award will not result in the imposition of any tax liability pursuant to Section 409A of the Code. The Award is intended as a "short-term deferral" under Section 409A of the Code, and this Agreement shall be construed and interpreted consistent with that intent.

16. Language. The parties hereto have agreed that this Agreement be drafted in English. Les parties aux présentes ont convenu que le présent document soit rédigé en anglais.

17. No Advice Regarding Grant. The Grantee is hereby advised to consult with his or her own tax, legal and/or investment advisors with respect to any advice the Grantee may determine is needed or appropriate with respect to the Stock Units (including, without limitation, to determine the foreign, state, local, estate and/or gift tax consequences with respect to the Award). Neither the Corporation nor any of its officers, directors, affiliates or advisors makes any representation (except for the terms and conditions expressly set forth in this Award Agreement) or recommendation with respect to the Award. Except for the withholding rights set forth in Section 8 above, the Grantee is solely responsible for any and all tax and other liability that may arise with respect to the Award or any sale of shares issued or delivered with respect to the Award.

18. Insider Trading Rules. The Grantee hereby acknowledges being subject to all applicable laws, rules and regulations, as well as Corporation policies, regarding insider trading.

STIKEMAN ELLIOTT

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January 29, 2016

Sphere 3D Corp.
240 Matheson Boulevard East
Mississauga, ON L4Z 1X1
Canada

Dear Sirs/Mesdames:

Re: Registration of 458,000 common shares of Sphere 3D Corp.

We have acted as Canadian special counsel to Sphere 3D Corp., a corporation amalgamated under the *Business Corporations Act* (Ontario) (the "**Company**"), in connection with the registration under the United States *Securities Act of 1933*, as amended pursuant to a Registration Statement on Form S-8 (the "**Registration Statement**"), filed on or about the date hereof with the United States Securities and Exchange Commission (the "**SEC**"), of 458,000 common shares of the Company (the "**RSU Shares**") to be issued pursuant to inducement restricted share units granted under restricted stock unit award agreements entered into between the Company and certain executive officers and employees of the Company (the "**RSU Agreements**").

For the purposes of this opinion, we have examined forms of restricted stock unit award agreements (the "**Forms of RSU Agreements**"). We have also examined originals or copies, certified or otherwise identified to our satisfaction, of and relied upon the following documents (collectively, the "**Corporate Documents**"):

- (a) the certificate and articles of amalgamation of the Company;
- (b) the by-laws of the Company;
- (c) certain resolutions of the Company's directors; and
- (d) a certificate of an officer of the Company (the "**Officer's Certificate**").

We also have reviewed such other documents, and have considered such questions of law, as we have deemed relevant and necessary as a basis for the opinion expressed herein. We have relied upon the Corporate Documents without independent investigation of the matters provided for therein for the purpose of providing our opinion expressed herein.

In examining all documents and in providing our opinion expressed herein we have assumed that:

- (a) all individuals had the requisite legal capacity;
 - (b) all signatures are genuine;
 - (c) all documents submitted to us as originals are complete and authentic and all photostatic, certified, telecopied, notarial or other copies conform to the originals;
 - (d) all facts set forth in the official public records, certificates and documents supplied by public officials or otherwise conveyed to us by public officials are complete, true and accurate;
-

- (e) the certificate of amalgamation of the Company is conclusive evidence that the Company is amalgamated under the *Business Corporations Act* (Ontario);
- (f) all facts set forth in the certificates supplied by the respective officers and directors, as applicable, of the Company including, without limitation, the Officer's Certificate, are complete, true and accurate; and
- (g) the RSU Shares will be issued pursuant to the RSU Agreements, which are or will be in all material respects in the form of the Forms of RSU Agreements.

We express no opinion as to any laws, or matters governed by any laws, other than the laws of the province of Ontario and the federal laws of Canada applicable therein. Our opinion is expressed with respect to the laws in effect on the date of this opinion and we do not accept any responsibility to take into account or inform the addressee, or any other person authorized to rely on this opinion, of any changes in law, facts or other developments subsequent to this date that do or may affect the opinion we express, nor do we have any obligation to advise you of any other change in any matter addressed in this opinion or to consider whether it would be appropriate for any person other than the addressee to rely on our opinion.

Where our opinion expressed herein refers to the RSU Shares being issued as "fully-paid and non-assessable" common shares of the Company, such opinion assumes that all required consideration (in whatever form) will be paid or provided. No opinion is expressed as to the adequacy of any consideration received.

Based and relying upon the foregoing, we are of the opinion that the RSU Shares have been duly authorized and reserved for issuance pursuant to the RSU Agreements and will, when issued in accordance with such authorization and the terms of the RSU Agreements, be validly issued as fully paid and non-assessable common shares of the Company.

This opinion is rendered solely to the addressee in connection with the Registration Statement and may not be used or relied upon by you for any other purpose or used or relied upon by any other person.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. By the giving of such consent, we do not admit that we are experts with respect to any part of the Registration Statement, or otherwise, within the meaning of the rules and regulations of the SEC. This opinion may not be quoted from or referred to in any documents other than the Registration Statement as provided for herein without our prior written consent.

Yours truly,
/s/ Stikeman Elliott LLP



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Consent of Independent Registered Public Accounting Firm

The Board of Directors of Sphere 3D Corp.

We consent to the inclusion in this registration statement on Form S-8 of Sphere 3D Corp., being filed with the United States Securities and Exchange Commission of:

- our Independent Auditors' Report dated October 14, 2014, on the consolidated financial statements of Sphere 3D Corp., which comprise the consolidated balance sheets as at December 31, 2013 and December 31, 2012 and the consolidated statements of loss and comprehensive loss, changes in equity and cash flows for the years ended December 31, 2013 and 2012 and a summary of significant accounting policies and other explanatory information, prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board;
- our Independent Auditors' Report dated April 10, 2013, on the consolidated financial statements of Sphere 3D Corp., which comprise the consolidated balance sheets as at December 31, 2012 and December 31, 2011 and the consolidated statements of loss and comprehensive loss, changes in equity and cash flows for the years ended December 31, 2012 and 2011 and a summary of significant accounting policies and other explanatory information, prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Collins Barrow Toronto LLP

Licensed Public Accountants
Chartered Accountants
January 29, 2016
Toronto, Canada

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Collins Barrow Place
11 King Street West
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Consent of Independent Registered Public Accounting Firm

The Board of Directors of Sphere 3D Corp.

We consent to the inclusion in this annual report on Form 40-F and in registration statement on Form S-8 of Sphere 3D Corp., being filed with the United States Securities and Exchange Commission of:

- our Independent Auditors' Report dated March 31, 2015, on the consolidated financial statements of Sphere 3D Corp., which comprise the consolidated balance sheet as at December 31, 2013 and the consolidated statements of operations, comprehensive loss, changes in shareholders' equity and cash flows for the year ended December 31, 2013 and a summary of significant accounting policies and other explanatory information.

Collins Barrow Toronto LLP

Licensed Public Accountants
Chartered Accountants
January 29, 2016
Toronto, Canada

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Sphere 3D Corp. of our report dated September 23, 2014, relating to the consolidated financial statements of Overland Storage, Inc. as of and for the years ended June 30, 2014 and 2013, appearing in the Registration Statement of Sphere 3D Corp. on Form F-4/A (No. 333-197569) (and expresses an unqualified opinion and includes an explanatory paragraph regarding Overland Storage, Inc.'s going concern uncertainty), filed with the Securities and Exchange Commission.

/s/ Moss Adams LLP

San Diego, California
January 29, 2016

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Sphere 3D Corp. of our report dated March 31, 2015, relating to the 2014 consolidated financial statements of Sphere 3D Corp. (which report expresses an unqualified opinion and includes an explanatory paragraph regarding Sphere 3D Corp.'s going concern uncertainty), appearing in its Annual Report (No. 001-36532) on Form 40-F for the year ended December 31, 2014, filed with the Securities and Exchange Commission.

/s/ Moss Adams LLP

San Diego, California
January 29, 2016

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Sphere 3D Corp. (the “Company”) of our report dated May 14, 2014, with respect to the consolidated financial statements of Tandberg Data Holdings S.à r.l., which report appears in the Company’s Registration Statement on Form F-4/A (number 333-197569) filed with the Securities and Exchange Commission.

/s/ RSM Deutschland GmbH Wirtschaftsprüfungsgesellschaft

Berlin, Germany

January 29, 2016
