FORM 8-K

Current report filing

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CalEthos, Inc.
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K
(Amendment No. __)

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report: August 17, 2021

CalEthos, Inc.

(Exact name of registrant as specified in its charter)

Nevada	000-50331	98-0371433
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

11753 Willard Avenue Tustin, CA	92782
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (714) 855-8100

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13a-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

September 2021 Financing Transaction

On September 15, 2021, CalEthos Inc. ("**we**," "**us**," or "**our company**") accepted a Subscription Agreement (the "***Subscription Agreement***") from an investor, pursuant to which we sold to the investor for a purchase price of $3,500,000 an OID Convertible Promissory Note in the principal amount of $3,850,000 (the "***Note***") and Series A stock purchase warrant (the "***Series A Warrant***") to purchase up to 1,540,000 shares of the our Common Stock, par value $0.001 per share (the "***Common Stock"***).

The Note was issued with 10% original issue discount ($350,000) but does not otherwise bear interest, and matures on August 31, 2022. During the first six (6) months following issuance of the Note (the "Restricted Period"), we are not permitted to prepay of all or any portion of the Note without the prior written consent of the investor, which consent may be withheld, conditioned or delayed in the investor's sole and absolute discretion. Other than as set forth in the preceding sentence, we may prepay all or any portion of the Note at any time without penalty.

The outstanding principal amount of the Note may be converted at any time at the election of the holder into shares of Common Stock at an initial conversion price equal to $1.25 per share, subject to adjustment for stock splits, stock combinations and the like, and to an adjustment for future issuances of Common Stock, warrants or rights to purchase Common Stock or securities convertible into Common Stock for a consideration per share that is less than the then-applicable conversion price, subject to certain exceptions (as adjusted from time to time, the "Conversion Price"). The Note is subject to automatic conversion (i) on the effective date of registration of five million or more shares of Common Stock, including the shares of Common Stock underlying the Note and the Warrant, or (ii) on the date on which the closing price of the Common Stock on the OTC Markets is at least $3.00 per share for 60 consecutive days post registration.

In the event that we issue any equity securities at a purchase price less than the then-current Conversion Price, the Conversion Price shall be reduced to the price at which the new shares are issued. However, the following issuances shall not trigger such anti-dilution adjustment: (i) securities issuable upon conversion of any of the Company's outstanding convertible Notes outstanding prior to the date of issuance of the Note, (ii) Common Stock issuable upon a stock split, stock dividend, or any subdivision of the shares of Common Stock, or (iii) any stock options issued to management or consultants at a market price that is less than the Conversion Price.

The Series A Warrant is exercisable to purchase up to 1,540,000 shares of Common Stock for a purchase price of $1.87 per share, subject to adjustment, at any time on or prior to August 31, 2024. The Series A Warrant may be exercised at the option of the holder either by the payment of the exercise price in cash or on a "cashless" basis; provided, however, that if the Series A Warrant is exercised by the payment of the exercise price in cash, the holder will receive, in addition to the shares of Common Stock otherwise issuable upon exercise of the Series A Warrant, a three-year Series B Warrant to purchase a number of shares of Common Stock equal to the number of shares of Common Stock acquired upon the exercise in cash of the Series A Warrant at an exercise price equal to $1.87 per share, subject to certain adjustments.

Pursuant to the Subscription Agreement, we entered into a registration rights agreement with the investor dated as of September 15, 2021 (the "***Registration Rights Agreement***") pursuant to which we have agreed with the investor to file a registration statement under the Securities Act of 1933, as amended (the "***Securities Act***"), to register the shares of Common Stock issuable upon conversion of the Note, exercise of the Series A Warrant and, if permitted by the rules and regulations of the Securities and Exchange Commission, the Series B Warrant, within 90 days of the date we complete a financing of $10 million or more, or earlier at our discretion, and to use our best efforts to have such registration statement declared effective by the Securities and Exchange Commission as soon as practicable after filing such registration statement. In addition, in the event we complete any underwritten registered public offering of the Common Stock, the investor will have unlimited "piggyback" rights, subject to underwriter cutbacks, with respect to those shares of Common Stock underlying the Note, the Series A Warrant and the Series B Warrant that are not then freely transferable pursuant to an effective registration statement under the Securities Act or may not be resold without restriction pursuant to Rule 144 promulgated under the Securities Act.

In connection with this transaction, we issued to the individual who introduced us to the investor in this offering a warrant to purchase up to 100,000 shares of Common Stock at a purchase price of $1.87 per share, subject to investment, at any time on or prior to September 15, 2026. This warrant may be exercised on a cash or cashless basis.

Following the receipt of the proceeds of such financing, we believe we are no longer a "shell company," as defined in Rule 12b-2 of the Securities Exchange Act of 1934, as amended.

Consulting Agreements with Management

On August 17, 2021, we entered into consulting agreements with M1 Advisors LLC, a limited liability company controlled by Michael Campbell, our sole director and Chief Executive Officer ("***M1 Advisors***"), and Hyuncheol Kim, pursuant to which M1 Advisors agreed to continue to provide consulting services to our company and to cause Mr. Campbell to serve as our Chief Executive Officer, and Mr. Kim agreed to provide consulting services and to serve as our Chief Technology Officer. The term of M1 Advisor's agreement shall be for a period of one year, which shall automatically renew unless either party gives written notice to the other of termination not less than 30 days prior to the then-current term. The consulting agreement of Mr. Kim shall continue so long as we are continuing with our research and development efforts to develop a five nanometer ASIC chip for bitcoin mining machines and a completed bitcoin mining system (the "***Project***"), and thereafter shall continue for a one-year term, which will automatically renew unless either party gives written notice to the other of termination not less than 30 days prior to the then-current term. Pursuant to such agreements, each of M1 Advisors and Mr. Kim will be paid consulting fees at the rate of $200,000 per annum.

Pursuant to the consulting agreements, M1 Advisors was granted a restricted stock award of 1,500,000 shares of Common Stock and Mr. Kim was granted a restricted stock award of 10,000,000 shares of Common Stock. Such restricted stock awards vest as to 50% of the shares upon the completion of the first two phases of chip development, which include the "FPGA Simulation" and "Tape Out" of the planned 5 nanometer ASIC chip, shall vest as to the remaining 50% of the shares upon the completion of the next two phases of the chip development that include the completion of the Foundry Mask for production in the semiconductor foundry and initial production run of chips and the completion of a bitcoin mining system ready for sale to customers; provided, however, that if we do not raise sufficient capital to complete the Foundry Mask, initial production run of chips and completion of a bitcoin mining system ready for sale to customers within six months of completing the first two phases of development, then all unvested shares shall vest upon the completion of the first two milestones. Notwithstanding the foregoing, no shares will vest on any vesting date of the consultant is no longer providing services to us as an employee or consultant.

Immediately following the issuance of the shares of Common Stock pursuant to the restricted stock awards, an aggregate of 25,970,621 shares of Common Stock was issued and outstanding. At such time, the shares of Common Stock owned by M1 Advisors represented approximately 40.25% of the issued and outstanding shares of capital stock of the Company on a fully-diluted basis.

The foregoing descriptions of the terms of the Note, the Series A Warrant, the Registration Rights Agreement, the consulting agreements of M1 Advisors and Mr. Kim and the restricted stock agreements of M1 Advisors and Mr. Kim are qualified in their entirety by reference to the provisions of such securities and agreements, copies of which are filed as exhibits to this report and are incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities.

The information described in Item 1.01 of this Current Report under the heading "Consulting Agreements with Management" is hereby incorporated herein by reference.

In connection with the transactions described in Item 1.01, we agreed to issue the shares of Common Stock and the Series A Warrant described therein. Such issuance was made in reliance on the exemption from registration provided by Section 4(2) of the Securities Act of 1933, as amended, and/or Regulation D promulgated thereunder, on the basis that the issuance did not involve a public offering.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information described in Item 1.01 of this Current Report under the heading "September 2021 Financing Transaction" is hereby incorporated herein by reference.in our filings with the SEC.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed with this Current Report on Form 8-K:

Exhibit Number	Description
4.1	Form of OID Promissory Note dated September 15, 2021.
4.2	Form of Series A Warrant dated September 15, 2021.
4.3	Restricted Share Award Agreement dated August 17, 2021 between CalEthos Inc. and M1 Advisors LLC.
4.4	Restricted Share Award Agreement dated August 17, 2021 between CalEthos Inc. and Hyuncheol Kim.
4.5	Warrant dated September 15, 2021 of CalEthos, Inc. to Mireya Lange
10.1	Consulting Agreement dated as of August 17, 2021 between CalEthos Inc. and M1 Advisors LLC
10.2	Consulting Agreement dated as of August 17, 2021 between CalEthos Inc. and Hyuncheol Kim.
10.3	Registration Rights Agreement dated as of September 15, 2021 between CalEthos Inc. and Nanosha Investments LLC
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CALETHOS, INC.

Date: September 21, 2021

By: */s/Michael Campbell*
Michael Campbell
Chief Executive Officer

Exhibit 4.1

OID CONVERTIBLE PROMISSORY NOTE

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS NOTE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

Principal Amount:	$3,850,000.00	**Issue Date:**	September 15, 2021
Purchase Price:	$3,500,000.00		
Original Issue Discount:	$350,000.00		

OID CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED, **CALETHOS INC.**, a Nevada corporation (hereinafter called the "Borrower"), hereby promises to pay to the order **NANOSHA INVESTMENTS, LLC**, or its registered assigns (the "Holder"), the sum of $3,850,000.00 on August 31, 2022 (the "Maturity Date"). Any amount of principal on this Note which is not paid on the Maturity Date shall bear interest at the rate of ten percent (10%) per annum from the Maturity Date until the same is paid ("Default Interest"). Default Interest shall be computed on the basis of a 365-day year and the actual number of days elapsed. All payments due hereunder (to the extent not converted into shares of the Borrower's common stock, par value $0.001 per share (the "Common Stock"), in accordance with the terms hereof) shall be made in lawful money of the United States of America. All payments shall be made at such address as the Holder shall hereafter give to the Borrower by written notice made in accordance with the provisions of this Note. Whenever any amount expressed to be due by the terms of this Note is due on any day which is not a business day, the same shall instead be due on the next succeeding day which is a business day. As used in this Note, the term "business day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the city of New York, New York are authorized or required by law or executive order to remain closed. Each capitalized term used herein, and not otherwise defined, shall have the meaning ascribed thereto in that certain Subscription Agreement dated the date hereof, pursuant to which this Note was originally issued (the "Subscription Agreement"). This Note is one of an issue of OID Convertible Promissory Notes issued pursuant to one or more subscription agreements having terms substantially identical to the Subscription Agreement (collectively, the "Other Notes" and together with this Note, the "Notes").

In lieu of the accrual of interest on the outstanding principal amount hereof on any date prior to the Maturity Date, this Note carries an original issue discount of $350,000.00 (the "OID"), thus, the purchase price of this Note shall be $3,500,000.00, computed as follows: $3,850,000.00 initial principal balance less the OID.

Prior to February 28, 2022, the Company shall make no prepayment of all or any portion of this Note without the prior written consent of Holder, which consent may be withheld, conditioned or delayed in the Holder's sole and absolute discretion. Other than as set forth in the preceding sentence, the Company may prepay all or any portion of this Note at any time without penalty.

This Note is free from all taxes, liens, claims and encumbrances with respect to the issue thereof and shall not be subject to preemptive rights or other similar rights of shareholders of the Borrower and will not impose personal liability upon the holder thereof.

The following terms shall apply to this Note:

ARTICLE I
CONVERSION RIGHTS

1.1 Conversion Right. The Holder shall have the right from time to time, following the date of this Note in respect of the remaining outstanding principal amount of this Note to convert all or any part of the outstanding and unpaid principal amount of this Note into fully paid and non-assessable shares of Common Stock (a "Conversion"), as such Common Stock exists on the Issue Date, or any shares of capital stock or other securities of the Borrower into which such Common Stock shall hereafter be changed or reclassified, at a conversion price per share of One Dollar Twenty Five Cents ($1.25) per share of Common Stock (subject to equitable adjustments for stock splits, stock dividends or rights offerings by the Borrower relating to the Borrower's securities or the securities of any subsidiary of the Borrower, combinations, recapitalization, reclassifications, extraordinary distributions and similar events) (the "Conversion Price"). The number of shares of Common Stock to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the applicable Conversion Price then in effect on the date specified in the notice of conversion, in the form attached hereto as Exhibit A (the "Notice of Conversion"), delivered to the Borrower by the Holder in accordance with Section 1.2 below; provided that the Notice of Conversion is submitted by facsimile or e-mail (or by other means resulting in, or reasonably expected to result in, notice) to the Borrower before 6:00 p.m., New York, New York time on such conversion date (the "Conversion Date"). The term "Conversion Amount" means, with respect to any conversion of this Note, the sum of (1) the principal amount of this Note to be converted in such conversion plus (2) at the Holder's option, Default Interest, if any, on the amounts referred to in the immediately preceding clause (1).

1.2 Method of Conversion.

(a) Mechanics of Conversion. Subject to Section 1.1, this Note may be converted by the Holder in whole or in part at any time from time to time after the Issue Date, by (A) submitting to the Borrower a Notice of Conversion (by facsimile, e-mail or other reasonable means of communication dispatched on the Conversion Date prior to 6:00 p.m., New York, New York time) at the principal office of the Borrower.

(b) Surrender of Note Upon Conversion. Notwithstanding anything to the contrary set forth herein, upon conversion of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to the Borrower unless the entire unpaid principal amount of this Note is so converted. The Holder and the Borrower shall maintain records showing the principal amount so converted and the dates of such conversions or shall use such other method, reasonably satisfactory to the Holder and the Borrower, so as not to require physical surrender of this Note upon each such conversion. In the event of any dispute or discrepancy, such records of the Borrower shall, *prima facie,* be controlling and determinative in the absence of manifest error. Notwithstanding the foregoing, if any portion of this Note is converted as aforesaid, the Holder may not transfer this Note unless the Holder first physically surrenders this Note to the Borrower, whereupon the Borrower will forthwith issue and deliver upon the order of the Holder a new Note of like tenor, registered as the Holder (upon payment by the Holder of any applicable transfer taxes) may request, representing in the aggregate the remaining unpaid principal amount of this Note. The Holder and any assignee, by acceptance of this Note, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of this Note, the unpaid and unconverted principal amount of this Note represented by this Note may be less than the amount stated on the face hereof.

(c) Payment of Taxes. The Borrower shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock or other securities or property on conversion of this Note in a name other than that of the Holder (or in street name), and the Borrower shall not be required to issue or deliver any such shares or other securities or property unless and until the person or persons (other than the Holder or the custodian in whose street name such shares are to be held for the Holder's account) requesting the issuance thereof shall have paid to the Borrower the amount of any such tax or shall have established to the satisfaction of the Borrower that such tax has been paid.

(d) Delivery of Common Stock Upon Conversion. Upon receipt by the Borrower from the Holder of a facsimile transmission or e-mail (or other reasonable means of communication) of a Notice of Conversion meeting the requirements for conversion as provided in this Section 1.2, the Borrower shall issue and deliver or cause to be issued and delivered to or upon the order of the Holder certificates for the Common Stock issuable upon such conversion within three (3) business days after such receipt (the "Deadline").

(e) Obligation of Borrower to Deliver Common Stock. Upon receipt by the Borrower of a Notice of Conversion, the Holder shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, the outstanding principal amount and the amount of accrued and unpaid Default Interest, if any, on this Note shall be reduced to reflect such conversion, and, unless the Borrower defaults on its obligations under this Article I, all rights with respect to the portion of this Note being so converted shall forthwith terminate except the right to receive the Common Stock or other securities, cash or other assets, as herein provided, on such conversion. If the Holder shall have given a Notice of Conversion as provided herein, the Borrower's obligation to issue and deliver the certificates for, or other evidence of, Common Stock shall be absolute and unconditional, irrespective of the absence of any action by the

Holder to enforce the same, any waiver or consent with respect to any provision thereof, the recovery of any judgment against any person or any action to enforce the same, any failure or delay in the enforcement of any other obligation of the Borrower to the holder of record, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder of any obligation to the Borrower, and irrespective of any other circumstance which might otherwise limit such obligation of the Borrower to the Holder in connection with such conversion. The Conversion Date specified in the Notice of Conversion shall be the Conversion Date so long as the Notice of Conversion is received by the Borrower before 6:00 p.m., New York, New York time, on such date.

(f) Delivery of Common Stock by Electronic Transfer. In lieu of delivering physical certificates representing the Common Stock issuable upon conversion, provided the Borrower is participating in the Depository Trust Company ("DTC") Fast Automated Securities Transfer ("FAST") program, upon request of the Holder and its compliance with the provisions contained in Section 1.1 and in this Section 1.2, the Borrower may cause its transfer agent to electronically transmit the Common Stock issuable upon conversion to the Holder by crediting the account of Holder's Prime Broker with DTC through its Deposit Withdrawal Agent Commission ("DWAC") system.

1.3 Concerning the Shares. The shares of Common Stock issuable upon conversion of this Note may not be sold or transferred unless (i) such shares are sold pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), or (ii) the Borrower or its transfer agent shall have been furnished with an opinion of counsel (which opinion shall be in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that the shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration or (iii) such shares are sold or transferred pursuant to Rule 144 ("Rule 144") (or a successor rule) under the Securities Act, or (iv) such shares are transferred to an "affiliate" (as defined in Rule 144) of the Borrower who agrees to sell or otherwise transfer the shares only in accordance with this Section 1.3 and who is an Accredited Investor (as defined in the Subscription Agreement). Except as otherwise provided in the Subscription Agreement (and subject to the removal provisions set forth below), until such time as the shares of Common Stock issuable upon conversion of this Note have been registered under the Securities Act or otherwise may be sold pursuant to Rule 144 without any restriction as to the number of securities as of a particular date that can then be immediately sold, each certificate for shares of Common Stock issuable upon conversion of this Note that has not been so included in an effective registration statement or that has not been sold pursuant to an effective registration statement or an exemption that permits removal of the legend, shall bear a legend substantially in the following form, as appropriate:

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

1.4 Effect of Certain Events.

(a) Adjustment Due to Dilutive Issuance. If, at any time when any portion of the Note remains unpaid or unconverted, the Borrower issues or sells, or in accordance with this Section 1.4(a) hereof is deemed to have issued or sold, any shares of Common Stock for no consideration or for a consideration per share (before deduction of reasonable expenses or commissions or underwriting discounts or allowances in connection therewith) or for consideration per share which is less than the Conversion Price in effect on the date of such issuance (or deemed issuance) of such shares of Common Stock (a "Dilutive Issuance"), then immediately upon the Dilutive Issuance, the Conversion Price will be reduced to the amount of the consideration per share received by the Borrower in such Dilutive Issuance.

The Borrower shall be deemed to have issued or sold shares of Common Stock if the Borrower in any manner issues or grants any warrants, rights or options (not including employee stock option plans), whether or not immediately exercisable, to subscribe for or to purchase Common Stock or other securities convertible into or exchangeable for Common Stock ("Convertible Securities") (such warrants, rights and options to purchase Common Stock or Convertible Securities are hereinafter referred to as "Options") and the price per share for which Common Stock is issuable upon the exercise of such Options is less than the Conversion Price then in effect, then the Conversion Price shall be equal to such price per share. For purposes of the preceding sentence, the "price per share for which Common Stock is issuable upon the exercise of such Options" is determined by dividing (i) the total amount, if any, received or receivable by the Borrower as consideration for the issuance or granting of all such Options, plus the minimum aggregate amount of additional consideration, if any, payable to the Borrower upon the exercise of all such Options, plus, in the case of Convertible Securities issuable upon the exercise of such Options, the minimum aggregate amount of additional consideration payable upon the conversion or exchange thereof at the time such Convertible Securities first become convertible or exchangeable, by (ii) the maximum total number of shares of Common Stock issuable upon the exercise of all such Options (assuming full conversion of Convertible Securities, if applicable). No further adjustment to the Conversion Price will be made upon the actual issuance of such Common Stock upon the exercise of such Options or upon the conversion or exchange of Convertible Securities issuable upon exercise of such Options.

Additionally, the Borrower shall be deemed to have issued or sold shares of Common Stock if the Borrower in any manner issues or sells any Convertible Securities, whether or not immediately convertible (other than where the same are issuable upon the exercise of Options), and the price per share for which Common Stock is issuable upon such conversion or exchange is less than the Conversion Price then in effect, then the Conversion Price shall be equal to such price per share. For the purposes of the preceding sentence, the "price per share for which Common Stock is issuable upon such conversion or exchange" is determined by dividing (i) the total amount, if any, received or receivable by the Borrower as consideration for the issuance or sale of all such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Borrower upon the conversion or exchange thereof at the time such Convertible Securities first become convertible or exchangeable, by (ii) the maximum total number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities. No further adjustment to the Conversion Price will be made upon the actual issuance of such Common Stock upon conversion or exchange of such Convertible Securities.

(b) Notice of Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price as a result of the events described in this Section 1.4, the Borrower, at its expense, shall promptly compute such adjustment or readjustment and prepare and furnish to the Holder a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Borrower shall, upon the written request at any time of the Holder, furnish to such Holder a like certificate setting forth (i) such adjustment or readjustment, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other securities or property which at the time would be received upon conversion of this Note.

1.5 Status as Shareholder. Upon submission of a Notice of Conversion by a Holder, (i) the converted portion of this Note covered thereby shall be deemed converted into shares of Common Stock and (ii) the Holder's rights as a Holder of such converted portion of this Note shall cease and terminate, excepting only the right to receive certificates for such shares of Common Stock and to any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Borrower to comply with the terms of this Note. Notwithstanding the foregoing, if a Holder has not received certificates for all shares of Common Stock prior to the tenth (10th) business day after the delivery of a Conversion Notice, then (unless the Holder otherwise elects to retain its status as a holder of Common Stock by so notifying the Borrower) the Holder shall regain the rights of a Holder of this Note with respect to such unconverted portions of this Note and the Borrower shall, as soon as practicable, return such unconverted Note to the Holder or, if the Note has not been surrendered, adjust its records to reflect that such portion of this Note has not been converted. In all cases, the Holder shall retain all of its rights and remedies (including, without limitation, the right to receive Default Interest.

1.6 Mandatory Conversion.

(a) Trigger Events. Upon (i) the effectiveness of a registration statement under the Securities Act covering the resale of at least 5 million shares of Common Stock, or (ii) the close of business on the sixtieth (60^{th}) consecutive day post effective registration on which the closing price of the Common Stock on the OTC Markets is at least $3.00 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, stock combination or other similar recapitalization with respect to the Common Stock, the outstanding principal amount of this Note and all Default Interest, if any, shall automatically be converted into shares of Common Stock at the then effective Conversion Price.

(b) Procedural Requirements. All holders of record of Notes shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all outstanding Notes pursuant to this Section 1.6. If practicable, such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of Notes shall surrender his, her or its Note for all such shares (or, if such holder alleges that such Note has been lost, stolen or destroyed, a lost Note affidavit and agreement reasonably acceptable to the Borrower to indemnify the Borrower against any claim that may be made against the Borrower on account of the alleged loss, theft or destruction of such Note) to the Borrower at the place designated in such notice. If so required by the Borrower, Notes surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Borrower, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Notes converted pursuant to this Section 1.6, including the rights, if any, other than as a holder of Common Stock, will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the Notes at or prior to such time), except only the rights of the holders thereof, upon surrender of their Notes (or lost Note affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Section 1.6(b). As soon as practicable after the Mandatory Conversion Time and the surrender of the Note or Notes (or lost Note affidavit and agreement), the Borrower shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof. Such converted Notes shall be cancelled.

ARTICLE II
EVENTS OF DEFAULT

If any of the following events of default (each, an "Event of Default") shall occur:

2.1 Failure to Pay Principal or Interest. The Borrower fails to pay the principal hereof or Default Interest thereon when due on this Note, whether at maturity, upon acceleration or otherwise and such payment default shall have continued uncured for a period of three (3) business days after the date such payment was due.

2.2 Conversion and the Shares. The Borrower fails to issue shares of Common Stock to the Holder (or announces or threatens in writing that it will not honor its obligation to do so) upon exercise by the Holder of the conversion rights of the Holder in accordance with the terms of this Note, fails to transfer or cause its transfer agent to transfer (issue) (electronically or in certificated form) any certificate for shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, the Borrower directs its transfer agent not to transfer or delays, impairs, and/or hinders its transfer agent in transferring (or issuing) (electronically or in certificated form) any certificate for shares of Common Stock to be issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, or fails to remove (or directs its transfer agent not to remove or impairs, delays, and/or hinders its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for any shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note (or makes any written announcement, statement or threat that it does not intend to honor the obligations described in this paragraph) and any such failure shall continue uncured (or any written announcement, statement or threat not to honor its obligations shall not be rescinded in writing) for three (3) business days after the Holder shall have delivered a Notice of Conversion.

2.3 Breach of Covenants. The Borrower breaches any material covenant or other material term or condition contained in this Note or any related documents including but not limited to the Subscription Agreement and such breach continues for a period of ten (10) days after written notice thereof to the Borrower from the Holder.

2.4 Breach of Representations and Warranties. Any representation or warranty of the Borrower made herein or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith (including, without limitation, the Subscription Agreement), shall be false or misleading in any material respect when made and the breach of which has (or with the passage of time will have) a material adverse effect on the rights of the Holder with respect to this Note or the Subscription Agreement.

2.5 Receiver or Trustee. The Borrower or any subsidiary of the Borrower shall make an assignment for the benefit of creditors, or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed.

2.6 Judgments. Any money judgment, writ or similar process shall be entered or filed against the Borrower or any subsidiary of the Borrower or any of its property or other assets for more than $100,000, and shall remain unvacated, unbonded or unstayed for a period of twenty (20) days unless otherwise consented to by the Holder.

2.7 Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Borrower or any subsidiary of the Borrower.

2.8 Delisting of Common Stock. The Borrower shall fail to maintain the listing of the Common Stock on at least one of the OTC (which specifically includes the Pink Sheets electronic quotation system) or an equivalent replacement exchange, or a national securities exchange that is registered with the Securities and Exchange Commission under Section 6 of the Exchange Act.

2.9 Liquidation. Any dissolution, liquidation, or winding up of Borrower or any substantial portion of its business.

2.10 Cessation of Operations. Any cessation of operations by Borrower or Borrower admits it is otherwise generally unable to pay its debts as such debts become due.

Upon the occurrence of an Event of Default and at any time thereafter, if any Event of Default shall then be continuing, unless such Event of Default shall have been waived by a majority in interest of all Notes issued pursuant to a Subscription Agreement, the Holder shall have the right to declare all obligations hereunder to become immediately due and payable and to exercise any and all rights and remedies provided for in this Note or under applicable law.

ARTICLE III
MISCELLANEOUS

3.1 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

3.2 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Borrower, to:

CalEthos Inc.
11753 Willard Avenue,
Tustin, CA 92782
Attention: Michael Campbell, Chief Executive Officer E-Mail:
M1campbell@hotmail.com

With a copy by fax only to (which copy shall not constitute notice):

Pryor Cashman LLP
7 Times Square
New York, NY 10036 Attention: Eric M. Hellige, Esq.
Facsimile: (212) 326-0806
E-Mail: ehellige@pryorcashman.com

If to the Holder:

Nanosha Investments, LLC 1202 Walnut Avenue
Long Beach, CA 90813
Attention: Sean Fontenot
E-Mail: seanpf@protonmail.com

With a copy by fax only to (which copy shall not constitute notice):

K&L Gates LLP
10100 Santa Monica Blvd., 8th Floor Los
Angeles, CA 90067
Attention: Justin S. Wales
E-mail: justin.wales@klgates.com

3.3 Amendments. This Note and any provision hereof may only be amended by an instrument in writing signed by the Borrower and the Holder. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument (and the other Notes issued pursuant to the Subscription Agreement) as originally executed, or if later amended or supplemented, then as so amended or supplemented.

3.4 Assignability. This Note shall be binding upon the Borrower and its successors and assigns, and shall inure to be the benefit of the Holder and its successors and assigns. Each transferee of this Note must be an "accredited investor" (as defined in Rule 501(a) of the Securities Act). Notwithstanding anything in this Note to the contrary, this Note may be pledged as collateral in connection with a bona fide margin account or other lending arrangement.

3.5 Cost of Collection. If default is made in the payment of this Note, the Borrower shall pay the Holder hereof costs of collection, including reasonable attorneys' fees.

3.6 Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Note shall be brought only in the state courts of New York or in the federal courts located in the state and county of New York. The parties to this Note hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. The Borrower and Holder waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Note or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other Transaction Document by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

3.7 Certain Amounts. Whenever pursuant to this Note the Borrower is required to pay an amount in excess of the outstanding principal amount (or the portion thereof required to be paid at that time) plus accrued and unpaid interest plus Default Interest on such interest, the Borrower and the Holder agree that the actual damages to the Holder from the receipt of cash payment on this Note may be difficult to determine and the amount to be so paid by the Borrower represents stipulated damages and not a penalty and is intended to compensate the Holder in part for loss of the opportunity to convert this Note and to earn a return from the sale of shares of Common Stock acquired upon conversion of this Note at a price in excess of the price paid for such shares pursuant to this Note. The Borrower and the Holder hereby agree that such amount of stipulated damages is not plainly disproportionate to the possible loss to the Holder from the receipt of a cash payment without the opportunity to convert this Note into shares of Common Stock.

3.8 Subscription Agreement. By its acceptance of this Note, each party agrees to be bound by the applicable terms of the Subscription Agreement.

3.9 Notice of Corporate Events. Except as otherwise provided below, the Holder of this Note shall have no rights as a Holder of Common Stock unless and only to the extent that it converts this Note into Common Stock. The Borrower shall provide the Holder with prior notification of any meeting of the Borrower's shareholders (and copies of proxy materials and other information sent to shareholders). In the event of any taking by the Borrower of a record of its shareholders for the purpose of determining shareholders who are entitled to receive payment of any dividend or other distribution, any right to subscribe for, purchase or otherwise acquire (including by way of merger, consolidation, reclassification or recapitalization) any share of any class or any other securities or property, or to receive any other right, or for the purpose of determining shareholders who are entitled to vote in connection with any proposed sale, lease or conveyance of all or substantially all of the assets of the Borrower or any proposed liquidation, dissolution or winding up of the Borrower, the Borrower shall mail a notice to the Holder, at least twenty (20) days prior to the record date specified therein (or thirty (30) days prior to the consummation of the transaction or event, whichever is earlier), of the date on which any such record is to be taken for the purpose of such dividend, distribution, right or other event, and a brief statement regarding the amount and character of such dividend, distribution, right or other event to the extent known at such time. The Borrower shall make a public announcement of any event requiring notification to the Holder hereunder substantially simultaneously with the notification to the Holder in accordance with the terms of this Section 4.9.

3.10 Remedies. The Borrower acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder, by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Borrower acknowledges that the remedy at law for a breach of its obligations under this Note will be inadequate and agrees, in the event of a breach or threatened breach by the Borrower of the provisions of this Note, that the Holder shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Note and to enforce specifically the terms and provisions thereof, without the necessity of showing economic loss and without any bond or other security being required.

IN WITNESS WHEREOF, Borrower has caused this Note to be signed as of the date set forth above.

CALETHOS INC.

By: */s/Michael Campbell*
Name: Michael Campbell
Title: Chief Executive Officer

EXHIBIT A

NOTICE OF CONVERSION

The undersigned hereby elects to convert $_____ principal amount of the OID Convertible Promissory Note (the "Note") of CalEthos, Inc., a Nevada corporation (the "Company"), to which this Notice of Conversion is attached, into that number of shares of Common Stock (as defined in the Note) set forth below, according to the conditions of the Note, as of the date written below. No fee will be charged to the Holder for any conversion, except for transfer taxes, if any.

Box Checked as to applicable instructions:

☐ If eligible, the Borrower shall electronically transmit the Common Stock issuable pursuant to this Notice of Conversion to the account of the undersigned or its nominee with DTC through its Deposit Withdrawal Agent Commission system ("DWAC Transfer").

Name of DTC Prime Broker:
Account Number:

☐ The undersigned hereby requests that the Borrower issue a certificate or certificates for the number of shares of Common Stock set forth below (which numbers are based on the Holder's calculation attached hereto) in the name(s) specified immediately below or, if additional space is necessary, on an attachment hereto:

Date of Conversion:	_____
Applicable Conversion Price:	$ _____
Number of Shares of Common Stock to be Issued Pursuant to Conversion of the Note:	-_____
Amount of Principal Balance Due remaining Under the Note after this conversion:	_____

Note Holder

Witness

Exhibit 4.2

SERIES A WARRANT

THE WARRANT REPRESENTED BY THIS CERTIFICATE AND THE SHARES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS IN RELIANCE ON EXEMPTIONS FROM REGISTRATION REQUIREMENTS UNDER SAID LAWS, AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS (1) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR (2) THE COMPANY RECEIVES AN OPINION OF COUNSEL TO THE HOLDER OF SUCH SECURITIES, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR TRANSFERRED IN THE MANNER CONTEMPLATED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR APPLICABLE STATE SECURITIES LAWS.

THE TRANSFER OF THIS WARRANT IS RESTRICTED AS DESCRIBED HEREIN.

CALETHOS INC.

Series A Warrant for the Purchase of up to 1,540,000 Shares of Common Stock, par value $0.001 per share

No. WA___ **1,540,000 Shares**

Issue Date: September 15, 2021

THIS CERTIFIES that, for value received, Nanosha Investments, LLC, a Delaware limited liability company with an address at 1202 Walnut Avenue, Long Beach, CA 90813 (including any transferee, the "Holder"), is entitled to subscribe for and purchase from CalEthos Inc., a Nevada corporation (the "Company"), upon the terms and conditions set forth herein, at any time or from time to time before 5:00 P.M., New York time, on August 31, 2024 (the "Exercise Period"), up to one million five hundred forty thousand (1,540,000) shares of Common Stock, par value $0.001 per share (the "Common Stock"), of the Company at an initial exercise price per share of $1.87, subject to adjustment pursuant to the terms hereof (the "Exercise Price"). As used herein, the term "this Series A Warrant" shall mean and include this Series A Warrant and any Series A Warrant or Series A Warrants hereafter issued as a consequence of the exercise or transfer of this Series A Warrant in whole or in part. This Series A Warrant is one of a series of warrants of like tenor issued by the Company pursuant to Subscription Agreements, dated as of September 1, 2021 (the "Subscription Agreements"), between the Company and the purchaser named therein and initially covering one (1) Unit (the "Unit") comprised of an OID Convertible Promissory Note of the Company in the principal amount of $3,850,000 and a Series A Warrant to purchase up to 1,540,000 shares of Common Stock (collectively, the "Series A Warrants").

The number of shares of Common Stock issuable upon exercise of this Series A Warrant (the "Series A Warrant Shares") and the Exercise Price may be adjusted from time to time as hereinafter set forth.

1. (a) This Series A Warrant may be exercised during the Exercise Period as to all or a lesser number of whole Series A Warrant Shares by the surrender of this Series A Warrant (with the Exercise Form attached hereto duly executed) to the Company at its principal executive office, which is located on the date hereof at 11753 Willard Avenue, Tustin, CA 92782, Attention: Chief Financial Officer, or at such other place as is designated in writing by the Company, together with cash, a certified or bank cashier's check or wire transfer of immediately available funds payable to the order of the Company in an amount equal to the Exercise Price multiplied by the number of Series A Warrant Shares for which this Series A Warrant is being exercised. Upon the exercise of this Series A Warrant pursuant to this Section 1(a), the Holder shall receive, in addition to the Series A Warrant Shares for which this Series A Warrant is exercised, a new stock purchase warrant (a "Series B Warrant") to purchase a number of shares of Common Stock equal to the number of Series A Warrant Shares purchased at an exercise price equal to $1.87 per share, subject to adjustment. The Series B Warrant shall be exercisable to purchase shares of Common Stock at any time, or from time-to-time, up to and including 5:00 P.M., New York time, on the third anniversary date of the date of the issuance of the Series B Warrant; provided, however, if such date is not a Business Day, then on the Business Day immediately following such date.

(b) This Series A Warrant may also be exercised by the Holder through a cashless exercise, as described in this Section 1(b). This Series A Warrant may be exercised, in whole or in part, by(i) the delivery to the Company of a duly executed Exercise Form specifying the number of Series A Warrant Shares to be applied to such exercise, and (ii) the surrender to a common carrier for overnight delivery to the Company, or as soon as practicable following the date the Holder delivers the Exercise Form to the Company, of this Series A Warrant (or an indemnification undertaking with respect to this Series A Warrant in the case of its loss, theft or destruction). The number of shares of Common Stock to be issued upon exercise of this Series A Warrant pursuant to this Section 1(b) shall equal the value of this Series A Warrant (or the portion thereof being canceled) computed as of the date of delivery of this Series A Warrant to the Company using the following formula:

where:

$$X = \frac{Y(A-B)}{A}$$

X = the number of shares of Common Stock to be issued to the Holder under this Section 1(b);
Y = the number of Series A Warrant Shares identified in the Exercise Form as being applied to the subject exercise;
A = the Current Market Price on such date; and
B = the Exercise Price on such date

For purposes of this Section 1(b), the "Current Market Price" per share of Common Stock on any day shall mean: (i) if the principal trading market for such securities is a national or regional securities exchange, the closing price on such exchange on such day; or (ii) if (i) above is not applicable, and if bid and ask prices for shares of Common Stock are reported in the over-the-counter market of the OTC Markets Group, Inc., the average of the high bid and low ask prices so reported on such day. Notwithstanding the foregoing, if there is no reported closing price or bid and ask prices, as the case may be, for the day in question, then the Current Market Price shall be determined as of the latest date prior to such day for which such closing price or bid and ask prices, as the case may be, are available, unless such securities have not been traded on an exchange or in the over-the-counter market for 30 or more days immediately prior to the day in question, in which case the Current Market Price shall be determined in good faith by, and reflected in a formal resolution of, the Board of Directors of the Company.

The Company acknowledges and agrees that this Series A Warrant was issued on the Issue Date set forth on the face of this Series A Warrant (the "Issuance Date"). Consequently, the Company acknowledges and agrees that, if the Holder conducts a cashless exercise pursuant to this Section 1(b), the period during which the Holder held this Series A Warrant may, for purposes of Rule 144 promulgated under the Securities Act of 1933, as amended (the "Act"), be "tacked" to the period during which the Holder holds the Series A Warrant Shares received upon such cashless exercise.

2. Upon each exercise of the Holder's rights to purchase Series A Warrant Shares, the Holder shall be deemed to be the holder of record of the Series A Warrant Shares issuable upon such exercise, notwithstanding that the transfer books of the Company shall then be closed or certificates representing such Series A Warrant Shares shall not then have been actually delivered to the Holder. As soon as practicable after each such exercise of this Series A Warrant, the Company shall issue and deliver to the Holder a certificate or certificates for the Series A Warrant Shares issuable upon such exercise, registered in the name of the Holder or its designee. If this Series A Warrant should be exercised in part only, the Company shall, upon surrender of this Series A Warrant for cancellation, execute and deliver a new Series A Warrant evidencing the right of the Holder to purchase the balance of the Series A Warrant Shares (or portions thereof) subject to purchase hereunder.

3. (a) Any Series A Warrants issued upon the registration of transfer or exercise in part of this Series A Warrant shall be numbered and shall be registered in a Series A Warrant Register as they are issued. The Company shall be entitled to treat the registered holder of any Series A Warrant on the Series A Warrant Register as the owner in fact thereof for all purposes and shall not be bound to recognize any equitable or other claim to or interest in such Series A Warrant on the part of any other person, and shall not be liable for any registration or transfer of Series A Warrants which are registered or to be registered in the name of a fiduciary or the nominee of a fiduciary unless made with the actual knowledge that a fiduciary or nominee is committing a breach of trust in requesting such registration or transfer, or with the knowledge of such facts that its participation therein amounts to bad faith. The transfer of this Series A Warrant may be registered on the books of the Company upon delivery thereof duly endorsed by the Holder or by his duly authorized attorney or representative, or accompanied by proper evidence of succession, assignment or authority to transfer. In all cases of transfer by an attorney, executor, administrator, guardian or other legal representative, due authority shall be produced. Upon any registration of transfer, the Company shall deliver a new Series A Warrant or Series A Warrants to the person entitled thereto. This Series A Warrant may

be exchanged, at the option of the Holder thereof, for another Series A Warrant, or other Series A Warrants of different denominations, of like tenor and representing in the aggregate the right to purchase a like number of Series A Warrant Shares (or portions thereof), upon surrender to the Company or its duly authorized agent. Notwithstanding the foregoing, the Company may require prior to registering any transfer of a Series A Warrant an opinion of counsel reasonably satisfactory to the Company that such transfer complies with the provisions of the Act, and the rules and regulations thereunder.

(b) The Holder acknowledges that he has been advised by the Company that neither this Series A Warrant nor the Series A Warrant Shares have been registered under the Act, that this Series A Warrant is being or has been issued and the Series A Warrant Shares may be issued on the basis of the statutory exemption provided by Section 4(2) of the Act or Rule 506 of Regulation D promulgated thereunder, or both, relating to transactions by an issuer not involving any public offering, and that the Company's reliance thereon is based in part upon the representations made by the original Holder in the Subscription Agreements. The Holder acknowledges that he has been informed by the Company of, or is otherwise familiar with, the nature of the limitations imposed by the Act and the rules and regulations thereunder on the transfer of securities. In particular, the Holder agrees that no sale, assignment or transfer of this Series A Warrant or the Series A Warrant Shares issuable upon exercise hereof shall be valid or effective, and the Company shall not be required to give any effect to any such sale, assignment or transfer, unless (i) the sale, assignment or transfer of this Series A Warrant or such Series A Warrant Shares is registered under the Act, it being understood that neither this Series A Warrant nor such Series A Warrant Shares are currently registered for sale and that the Company has no obligation or intention to so register this Series A Warrant or such Series A Warrant Shares except as specifically provided for in the Registration Rights Agreement (as defined or described in the Subscription Agreement), or (ii) this Series A Warrant or such Series A Warrant Shares are sold, assigned or transferred in accordance with all the requirements and limitations of Rule 144 under the Act, it being understood that Rule 144 is not available at the time of the original issuance of this Series A Warrant for the sale of this Series A Warrant or such Series A Warrant Shares and that there can be no assurance that Rule 144 sales will be available at any subsequent time, or (iii) such sale, assignment, or transfer is otherwise exempt from registration under the Act in the opinion of counsel reasonably acceptable to the Company.

4. The Company shall at all times reserve and keep available out its authorized and unissued Common Stock, solely for the purpose of providing for the exercise of the rights to purchase all Series A Warrant Shares granted pursuant to the Series A Warrants, such number of shares of Common Stock as shall, from time to time, be sufficient therefor. The Company covenants that all shares of Common Stock issuable upon exercise of this Series A Warrant, upon receipt by the Company of the full Exercise Price therefor, shall be validly issued, fully paid, nonassessable, and free of preemptive rights.

5. (a) In case the Company shall at any time after the date the Series A Warrants were first issued (i) declare a dividend on the outstanding Common Stock payable in shares of its capital stock, (ii) subdivide the outstanding Common Stock, (iii) combine the outstanding Common Stock into a smaller number of shares, or (iv) issue any shares of its capital stock by reclassification of the Common Stock (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing corporation), then, in each case, the Exercise Price, and the number of Series A Warrant Shares issuable upon exercise of this Series A Warrant, in effect at the time of the record date for such dividend or of the effective date of such subdivision, combination or reclassification, shall be proportionately adjusted so that the Holder after such time shall be entitled to receive the aggregate number and kind of shares which, if such Series A Warrant had been exercised immediately prior to such time, he would have owned upon such exercise and been entitled to receive by virtue of such dividend, subdivision, combination or reclassification. Such adjustment shall be made successively whenever any event listed above shall occur.

(b) In case the Company shall issue or fix a record date for the issuance to all holders of Common Stock of rights, options, or warrants to subscribe for or purchase Common Stock (or securities convertible into or exchangeable for Common Stock) at a price per share (or having a conversion or exchange price per share, if a security convertible into or exchangeable for Common Stock) less than the then applicable Exercise Price per share on such record date, then, in each case, the Exercise Price shall be adjusted by multiplying the Exercise Price in effect immediately prior to such record date by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so to be offered (or the aggregate initial conversion or exchange price of the convertible or exchangeable securities so to be offered) would purchase at such Exercise Price and the denominator of which shall be the number of shares of Common Stock outstanding on such record date plus the number of additional shares of Common Stock to be offered for subscription or purchase (or into which the convertible or exchangeable securities so to be offered are initially convertible or exchangeable). Such adjustment shall become effective at the close of business on such record date; provided, however, that, to the extent the shares of Common Stock (or securities convertible into or exchangeable for shares of Common Stock) are not delivered, the Exercise Price shall be readjusted after the expiration of such rights, options, or warrants (but only with respect to warrants exercised after such expiration), to the Exercise Price which would then be in effect had the adjustments made upon the issuance of such rights,

options, or warrants been made upon the basis of delivery of only the number of shares of Common Stock (or securities convertible into or exchangeable for shares of Common Stock) actually issued. In case any subscription price may be paid in a consideration part or all of which shall be in a form other than cash, the value of such consideration shall be as determined in good faith by the board of directors of the Company, whose determination shall be conclusive.

(c) In case the Company shall distribute to all holders of Common Stock (including any such distribution made to the stockholders of the Company in connection with a consolidation or merger in which the Company is the continuing corporation) evidences of its indebtedness, cash (other than any cash dividend which, together with any cash dividends paid within the 12 months prior to the record date for such distribution, does not exceed 5% of the then applicable Exercise Price at the record date for such distribution) or assets (other than distributions and dividends payable in shares of Common Stock), or rights, options or warrants to subscribe for or purchase Common Stock, or securities convertible into or exchangeable for shares of Common Stock (excluding those with respect to the issuance of which an adjustment of the Exercise Price is provided pursuant to Section 5(b) hereof), then, in each case, the Exercise Price shall be adjusted by multiplying the Exercise Price in effect immediately prior to the record date for the determination of stockholders entitled to receive such distribution by a fraction, the numerator of which shall be the then applicable Exercise Price per share of Common Stock on such record date, less the fair market value (as determined in good faith by, and reflected in a formal resolution of, the board of directors of the Company, whose determination shall be conclusive absent manifest error) of the portion of the evidences of indebtedness or assets so to be distributed, or of such rights, options or warrants or convertible or exchangeable securities, or the amount of such cash, applicable to one share, and the denominator of which shall be such Exercise Price per share of Common Stock. Such adjustment shall become effective at the close of business on such record date.

(d) No adjustment in the Exercise Price shall be required if such adjustment is less than $.01; provided, however, that any adjustments which by reason of this Section 5(d) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Section 5 shall be made to the nearest cent or to the nearest one-thousandth of a share, as the case may be.

(e) In any case in which this Section 5 shall require that an adjustment in the Exercise Price be made effective as of a record date for a specified event, the Company may elect to defer, until the occurrence of such event, issuing to the Holder, if the Holder exercised this Series A Warrant after such record date, the shares of Common Stock, if any, issuable upon such exercise over and above the shares of Common Stock, if any, issuable upon such exercise on the basis of the Exercise Price in effect prior to such adjustment; provided, however, that the Company shall deliver to the Holder a due bill or other appropriate instrument evidencing the Holder's right to receive such additional shares upon the occurrence of the event requiring such adjustment.

(f) Upon each adjustment of the Exercise Price as a result of the calculations made in Sections 5(b) or 5(c) hereof, this Series A Warrant shall thereafter evidence the right to purchase, at the adjusted Exercise Price, that number of shares (calculated to the nearest thousandth) obtained by multiplying (A) the number of shares purchasable upon exercise of this Series A Warrant prior to such adjustment by (B) a fraction, the numerator of which is the Exercise Price in effect prior to such adjustment and the denominator of which is the Exercise Price in effect immediately after such adjustment.

(g) Whenever there shall be an adjustment as provided in this Section 5, the Company shall promptly cause written notice thereof to be sent by registered mail, postage prepaid, to the Holder, at its address as it shall appear in the Series A Warrant Register, which notice shall be accompanied by an officer's certificate setting forth the number of Series A Warrant Shares purchasable upon the exercise of this Series A Warrant and the Exercise Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment and the computation thereof, which officer's certificate shall be conclusive evidence of the correctness of any such adjustment absent manifest error.

(h) The Company shall not be required to issue fractions of shares of Common Stock or other capital stock of the Company upon the exercise of this Series A Warrant. If any fraction of a share would be issuable on the exercise of this Series A Warrant (or specified portions thereof), the Company shall purchase such fraction for an amount in cash equal to the same fraction of the Exercise Price of such share of Common Stock on the date of exercise of this Series A Warrant.

6. (a) In case of any consolidation or combination with or merger of the Company with or into another corporation or entity (other than a merger, consolidation or combination in which the Company is the surviving or continuing corporation), or in case of

any sale, lease or conveyance to another corporation, entity or person of the property and assets of any nature of the Company as an entirety or substantially as an entirety, or any compulsory share exchange, pursuant to which share exchange the Common Stock is converted into other securities, cash or other property (collectively an "Extraordinary Event"), then, as a condition of such reorganization, reclassification, consolidation, merger, sale, transfer or other disposition, lawful and adequate provision shall be made whereby the Holder shall thereafter have the right to purchase and receive upon the basis and upon the terms and conditions herein specified and in lieu of the Series A Warrant Shares immediately theretofore issuable upon exercise of this Series A Warrant, such shares of stock, securities or assets as would have been issuable or payable with respect to or in exchange for a number of Series A Warrant Shares equal to the number of Series A Warrant Shares immediately theretofore issuable upon exercise of this Series A Warrant, had such Extraordinary Event not taken place, and in any such case appropriate provision shall be made with respect to the rights and interests of the Holder to the end that the provisions hereof (including, without limitation, provision for adjustment of the Exercise Price) shall thereafter be applicable, as nearly equivalent as may be practicable in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise hereof. The Company shall not effect any such Extraordinary Event unless prior to or simultaneously with the consummation thereof the successor corporation (if other than the Company) resulting from such Extraordinary Event shall assume the obligation to deliver to the Holder, at the last address of the Holder appearing on the books of the Company, such shares of stock, securities or assets as, in accordance with the foregoing provisions, the Holder may be entitled to purchase, and the other obligations under this Series A Warrant. The provisions of this paragraph shall similarly apply to successive Extraordinary Events.

(b) In case of any reclassification or change of the shares of Common Stock issuable upon exercise of this Series A Warrant (other than a change in par value or from no par value to a specified par value, or as a result of a subdivision or combination, but including any change in the shares into two or more classes or series of shares), or in case of any consolidation, combination or merger of another corporation or entity into the Company in which the Company is the continuing corporation and in which there is a reclassification or change (including a change to the right to receive cash or other property) of the shares of Common Stock (other than a change in par value, or from no par value to a specified par value, or as a result of a subdivision or combination, but including any change in the shares into two or more classes or series of shares), the Holder shall have the right thereafter to receive upon exercise of this Series A Warrant solely the kind and amount of shares of stock and other securities, property or cash, or any combination thereof receivable upon such reclassification, change, consolidation, combination or merger by a holder of the number of shares of Common Stock for which this Series A Warrant might have been exercised immediately prior to such reclassification, change, consolidation, combination or merger. Thereafter, appropriate provision shall be made for adjustments, which shall be as nearly equivalent as practicable to the adjustments in Section 5.

(c) The above provisions of this Section 6 shall similarly apply to successive reclassifications and changes of shares of Common Stock and to successive consolidations, combinations, mergers, sales, leases or conveyances.

7. In case at any time the Company shall propose to:

(a) pay any dividend or make any distribution on shares of Common Stock in shares of Common Stock or make any other distribution (other than regularly scheduled cash dividends which are not in a greater amount per share than the most recent such cash dividend) to all holders of Common Stock; or

(b) issue any rights, warrants or other securities to all holders of Common Stock entitling them to purchase any additional shares of Common Stock or any other rights, warrants or other securities; or

(c) effect any reclassification or change of outstanding shares of Common Stock, or any consolidation, merger, sale, lease or conveyance of property or other Extraordinary Event; or

(d) effect any liquidation, dissolution or winding-up of the Company; or

(e) take any other action which would cause an adjustment to the Exercise Price; then, and in any one or more of such cases, the Company shall give written notice thereof, by registered mail, postage prepaid, to the Holder at the Holder's address as it shall appear in the Series A Warrant Register, mailed at least 15 days prior to (i) the date as of which the holders of record of shares of Common Stock to be entitled to receive any such dividend, distribution, rights, warrants or other securities are to be determined, (ii) the date on which any such reclassification, change of outstanding shares of Common Stock, consolidation, merger, sale, lease, conveyance of property, liquidation, dissolution or winding-up is expected to become effective, and the date as of which it is expected that holders of record of shares of Common Stock shall be entitled to exchange their shares for securities or other property, if any, deliverable upon

such reclassification, change of outstanding shares, consolidation, merger, sale, lease, conveyance of property, liquidation, dissolution, or winding-up, or (iii) the date of such action which would require an adjustment to the Exercise Price.

8. The issuance of any shares or other securities upon the exercise of this Series A Warrant, and the delivery of certificates or other instruments representing such shares or other securities, shall be made without charge to the Holder for any tax or other charge in respect of such issuance. The Company shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of any certificate in a name other than that of the Holder and the Company shall not be required to issue or deliver any such certificate unless and until the person or persons requesting the issue thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

9. Unless registered pursuant to the Registration Rights Agreement, the Series A Warrant Shares issued upon exercise of this Series A Warrant shall be subject to a stop transfer order and the certificate or certificates evidencing such Series A Warrant Shares shall bear the following legend:

> "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS, AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS (1) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR (2) THE COMPANY RECEIVES AN OPINION OF COUNSEL TO THE HOLDER OF SUCH SECURITIES, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR TRANSFERRED IN THE MANNER CONTEMPLATED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR APPLICABLE STATE SECURITIES LAWS."

10. Upon receipt of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of any Series A Warrant (and upon surrender of any Series A Warrant if mutilated), the Company shall execute and deliver to the Holder thereof a new Series A Warrant of like date, tenor and denomination.

11. The holder of this Series A Warrant shall not have solely on account of such status, any rights of a stockholder of the Company, either at law or in equity, or to any notice of meetings of stockholders or of any other proceedings of the Company, except as provided in this Series A Warrant.

12. Any term of this Series A Warrant may be amended or waived upon the written consent of the Company and the holders of Series A Warrants representing at least 50% of the number of shares of Common Stock then subject to all outstanding Series A Warrants (the "Majority Holders"); provided, that (x) any such amendment or waiver must apply to all Series A Warrants; and (y) the number of Series A Warrant Shares subject to this Series A Warrant, the Exercise Price and the Exercise Period may not be amended, and the right to exercise this Series A Warrant may not be altered or waived, without the written consent of the Holder.

13. This Series A Warrant has been negotiated and consummated in the State of New York and shall be governed by, and construed in accordance with the laws of the State of New York applicable to contracts made and performed within such State, without regard to principles governing conflicts of law. The Company and, by accepting this Series A Warrant, the Holder, each irrevocably submits to the exclusive jurisdiction of the courts of the State of New York located in New York County and the United States District Court for the Southern District of New York for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Series A Warrant and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under the Subscription Agreements. The Company and, by accepting this Series A Warrant, the Holder, each irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. The Company and, by accepting this Series A Warrant, the Holder, each irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. **EACH OF THE COMPANY AND, BY ITS ACCEPTANCE HEREOF, THE HOLDER HEREBY WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS WARRANT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.**

Dated: September 21, 2021

CALETHOS INC.

By: */s/Michael Campbell*
Name: Michael Campbell
Title: Chief Executive Officer

CALETHOS INC.

FORM OF ASSIGNMENT

(To be executed by the registered holder if such holder
desires to transfer the attached Series A Warrant.)

To: CalEthos Inc.
11753 Willard Avenue
Tustin, CA 92782
Attention: Michael Campbell

FOR VALUE RECEIVED-,_____hereby sells, assigns, and transfers unto_____that certain Series A Warrant (Number WA-) to purchase_____shares of Common Stock, par value $0.001 per share, of CalEthos Inc. (the "Company"), together with all right, title, and interest therein, and does hereby irrevocably constitute and appoint _____attorney to transfer such Series A Warrant on the books of the Company, with full power of substitution.

Dated: _____

Signature: _____

Notice:

The signature on the foregoing Assignment must correspond to the name as written upon the face of this Series A Warrant in every particular, without alteration or enlargement or any change whatsoever.

CALETHOS INC. EXERCISE FORM

(To be completed and signed only upon exercise of the Series A Warrants)

To: CalEthos Inc.
11753 Willard Avenue
Tustin, CA 92782
Attention: Michael Campbell

The undersigned hereby exercises his or its rights to purchase_____Series A Warrant Shares covered by the within Series A Warrant and tenders payment herewith in the amount of $_____by [tendering cash, a wire of immediately available funds or delivering a certified check or bank cashier's check, payable to the order of the Company] [surrendering_____shares of Common Stock received upon exercise of the attached Series A Warrant, which shares have a Current Market Price equal to such payment] in accordance with the terms thereof, and requests that certificates for such securities be issued in the name of, and delivered to:

(Print Name, Address and Social Security
or Tax Identification Number)

and, if such number of Series A Warrant Shares shall not be all the Series A Warrant Shares covered by the within Series A Warrant, that a new Series A Warrant for the balance of the Series A Warrant Shares covered by the within Series A Warrant be registered in the name of, and delivered to, the undersigned at the address stated below.

Dated:_____,

Name: _____
(Please Print)

Address: _____

_____
(Signature)

Exhibit 4.3

RESTRICTED SHARE AWARD AGREEMENT

CalEthos, Inc.
* * * * *

Participant: M1 Advisors LLC

Grant Date: August 17, 2021

Number of Restricted Shares granted: 1,500,000

* * * * *

THIS AWARD AGREEMENT (this "**Agreement**"), dated as of the Grant Date specified above, is entered into by and between CalEthos, Inc., a Nevada corporation (the "**Company**"), and the Participant specified above; and

WHEREAS, it has been determined that it would be in the best interests of the Company to grant the Restricted Shares provided herein to the Participant.

NOW, THEREFORE, in consideration of the mutual covenants and premises hereinafter set forth and for other good and valuable consideration, the parties hereto hereby mutually covenant and agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1. "**Board**" shall mean the Board of Directors of the Company, as constituted from time to time.

1.2. "**Cause**" shall have the meaning specified in the Consulting Agreement dated as of August 17, 2021 between the Company and the Participant, as such agreement may be amended from time to time.

1.3. "**Code**" shall mean the Internal Revenue Code of 1986, as in effect and as amended from time to time, or any successor statute thereto, together with any rules, regulations and interpretations promulgated thereunder or with respect thereto.

1.4. "**Committee**" shall mean the Compensation Committee of the Board, or such other committee of the Board as is established from time to time in the sole discretion of the Board, to administer this Agreement, as described below in Section 7.

1.5. "**Common Stock**" shall mean the Common Stock, par value $.001 per share, of the Company or any security of the Company issued by the Company in substitution or exchange therefor. In the event of a change in the Common Stock that is limited to a change in the designation thereof to "Capital Stock" or other similar designation, or to a change in the par value thereof, or from par value to no par value, without increase or decrease in the number of issues shares, the shares resulting from any such change shall be deemed to be Common Stock.

1.6. "**Subsidiary(ies)**" shall mean any corporation (other than the Company), trust, partnership or limited liability company in an unbroken chain of entities, including and beginning with the Company, if each of such entities, other than the last entity in the unbroken chain, owns, directly or indirectly, more than fifty percent (50%) of the voting shares, partnership, beneficial or membership interests in one of the other entities in such chain.

2. Grant of Restricted Share Award. The Company hereby grants to the Participant, as of the Grant Date specified above, the number of Restricted Shares specified above. The Participant agrees and understands that nothing contained in this Agreement provides, or is intended to provide, the Participant with any protection against potential future dilution of the Participant's stockholder interest in the Company for any reason.

3. Vesting.

3.1. The Restricted Shares subject to this grant shall become unrestricted and vested as follows:

a. 50% of the shares shall vest upon the completion of the first two development phases of a 5 nanometer ASIC chip that includes the "FPGA Simulation" and "Tape Out".

b. The remaining 50% of the shares shall vest upon the completion of the next phases of the chip development that include the completion of the Foundry Mask for production in the semiconductor foundry, initial production run of chips and the completion of a bitcoin mining system ready for sale to customers.

c. Should the Company not raise sufficient capital to complete the Foundry Mask, initial production run of chips and completion of a bitcoin mining system ready for sale to customers within six months of completing the first two phases of development, then 100% of the shares shall be considered vested upon the completion of the first two milestones.

3.2. If the Participant's consulting relationship with the Company is terminated for Cause or if the Participant voluntarily terminates his consulting relationship with the Company or such relationship is terminated due to disability or death prior to the vesting of all or any portion of the Restricted Shares awarded under this Agreement, such Restricted Shares shall immediately be cancelled and the Participant (and the Participant's estate, designated beneficiary or other legal representative) shall forfeit any rights or interests in and with respect to any such Restricted Shares. The Board or the Committee, in its sole discretion, may determine, prior to or within ninety (90) days after the date of any such termination, that all or a portion of any the Participant's unvested Restricted Shares shall not be so cancelled and forfeited.

4. Delivery of Restricted Shares. If the Restricted Shares awarded by this Agreement become vested, the Participant shall be entitled to receive unrestricted shares of Common Stock. Notwithstanding the above, the Committee, in its sole discretion, at any time and from time to time, may require that the Participant become a party to a stockholders' agreement or enter into one or more similar agreements with respect to any shares of Common Stock received or to be received by the Participant, with the terms of such agreement being those that the Committee considers appropriate, including, but not limited to, transfer restrictions, Company call rights upon termination of the Participant's consulting relationship or employment, and Company drag along rights. In the event that Participant fails to execute such agreement(s) within ten (10) days of being presented with such agreements, Participant shall immediately forfeit the Restricted Shares without compensation therefor.

5. Non-transferability; Legend.

5.1. Non-transferability. Restricted Shares, and any rights and interests with respect thereto, issued under this Agreement shall not, prior to vesting, be sold, exchanged, transferred, assigned or otherwise disposed of in any way by the Participant (or any beneficiary(ies) of the Participant), or, to the extent permitted by the Board in its sole discretion, transferred in connection with estate planning purposes. Any such Restricted Shares, and any rights and interests with respect thereto, shall not, prior to vesting, be pledged, encumbered or otherwise hypothecated in any way by the Participant (or any beneficiary(ies) of the Participant) and shall not, prior to vesting, be subject to execution, attachment or similar legal process. Any attempt to sell, exchange, transfer, assign, pledge, encumber or otherwise dispose of or hypothecate in any way any of the Restricted Shares, or the levy of any execution, attachment or similar legal process upon the Restricted Shares, contrary to the terms and provisions of this Agreement shall be null and void and without legal force or effect.

5.2. Legend. The Participant shall receive a stock certificate (or certificates) issued in respect of the Restricted Stock. Such stock certificate(s) shall be registered in the name of the Participant, and shall bear, among other required legends, the following legend:

"THE TRANSFERABILITY OF THIS CERTIFICATE AND THE SHARES OF STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING, WITHOUT LIMITATION, FORFEITURE EVENTS) CONTAINED IN THE AWARD AGREEMENT ENTERED INTO BETWEEN THE REGISTERED OWNER HEREOF AND CALETHOS, INC. COPIES OF SUCH AWARD AGREEMENT ARE ON FILE IN THE OFFICE OF THE SECRETARY OF CALETHOS, INC., 11753 WILLARD AVE, TUSTIN, CA 92782. CALETHOS, INC. WILL FURNISH TO THE RECORDHOLDER OF THE CERTIFICATE, WITHOUT CHARGE AND UPON WRITTEN REQUEST AT ITS PRINCIPAL

PLACE OF BUSINESS, A COPY OF SUCH AWARD AGREEMENT. CALETHOS, INC. RESERVES THE RIGHT TO REFUSE TO RECORD THE TRANSFER OF THIS CERTIFICATE UNTIL ALL SUCH RESTRICTIONS ARE SATISFIED, ALL SUCH TERMS ARE COMPLIED WITH AND ALL SUCH CONDITIONS ARE SATISFIED."

6. Stockholder Rights. A Participant shall have, with respect to the shares of Common Stock underlying a grant of Restricted Shares, all of the rights of a stockholder of such stock (except as such rights are limited or restricted under this Agreement or in any other applicable agreement). Any stock dividends paid in respect of unvested Restricted Shares shall be treated as additional Restricted Shares and shall be subject to the same restrictions and other terms and conditions that apply to the unvested Restricted Shares in respect of which such stock dividends are issued.

7. Administration.

7.1. The Committee. This Agreement shall be administered by the Board or the Committee, as determined by the Board in its sole discretion. In the event that the Board determines that the Agreement shall be administered by the Committee, then the Committee may exercise all the powers granted to the Board hereunder. Members of the Committee shall serve at the pleasure of the Board and the Committee may at any time and from time to time remove members from, or add members to the Committee.

7.2. Administration and Rules. The Board shall construe and interpret this Agreement and shall promulgate, amend and rescind any rules and regulations relating to the implementation and administration of the Agreement. Subject to the terms and conditions of the Agreement, the Board shall make all determinations necessary or advisable for the implementation and administration of the Agreement including, without limitation, correcting any technical defect(s) or technical omission(s), or reconciling any technical inconsistency(ies), in this Agreement and/or any other applicable agreement. The Board's determinations under the Agreement and similar agreements need not be uniform and may be made selectively, regardless of whether the individuals involved are similarly situated. Any determination, decision or action of the Board in connection with the construction, interpretation, administration, or implementation of the Agreement shall be final, conclusive and binding upon Participant and any person(s) claiming under or through Participant. The Board may designate persons other than members of the Board or the Committee to carry out the day-to-day ministerial administration of the Agreement under such conditions and limitations as it may prescribe.

7.3. Liability Limitation. Neither the Board nor the Committee, nor any member of either, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with this Agreement, and the members of the Board and the Committee shall be entitled to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under any directors and officers liability insurance coverage which may be in effect from time to time.

8. Changes in Capitalization and Other Matters.

8.1. No Corporate Action Restriction. The existence of the Agreement shall not limit, affect or restrict in any way the right or power of the Board or the stockholders of the Company to make or authorize: (a) any adjustment, recapitalization, reorganization or other change in the Company's or any Subsidiary's capital structure or its business; (b) any merger, consolidation or change in the ownership of the Company or any Subsidiary; (c) any issue of bonds, debentures, capital, preferred or prior preference shares ahead of or affecting the Company's or any Subsidiary's capital shares or the rights thereof; (d) any dissolution or liquidation of the Company or any Subsidiary; (e) any sale or transfer of all or any part of the Company's or any Subsidiary's assets or business; or (f) any other trust act or proceeding by the Company or any Subsidiary. Neither the Participant nor any other person shall have any claim against any member of the Board, the Committee, the Company or any Subsidiary, or any stockholders or agents of the Company or any Subsidiary, as a result of any such action.

8.2. Changes in Capital Structure. This Agreement and the Restricted Shares granted hereunder shall be subject to adjustment or substitution, as determined by the Board in its sole discretion, as to the number, price or kind of shares or other consideration subject to the Agreement or as otherwise determined by the Board to be equitable: (i) in the event of changes in the outstanding shares or in the capital structure of the Company by reason of share or extraordinary cash dividends, stock splits, reverse stock splits, recapitalization, reorganizations, mergers, consolidations, combinations, exchanges, or other relevant changes in capitalization occurring after the date of this Agreement; or (ii) in the event of any change in applicable laws or any change in circumstances which

results in or would result in any substantial dilution or enlargement of the rights granted to, or available for, Participant, or which otherwise warrants equitable adjustment because it interferes with the intended operation of the Agreement. The Company shall give the Participant notice of an adjustment hereunder and, upon notice, such adjustment shall be final, conclusive and binding for all purposes.

9. Miscellaneous.

9.1. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements or prior understandings, whether written or oral, between the parties relating to such subject matter. This Agreement may only be modified or amended by a writing signed by both the Company and the Participant; provided, however, that the Board may amend this Agreement, without the consent of the Participant, in any way it deems appropriate to satisfy Code Section 409A and any regulations or other authority promulgated thereunder, including any amendment to this Agreement to cause it not to be subject to Code Section 409A.

9.2. Notices. Any notice which may be required or permitted under this Agreement shall be in writing and shall be delivered in person, or via facsimile transmission, overnight courier service or certified mail, return receipt requested, postage prepaid, properly addressed as follows:

a. If such notice is to the Company, to the attention of the Secretary of CalEthos, Inc., 11753 Willard Ave., Tustin, CA 92782, or at such other address as the Company, by notice to the Participant, shall designate in writing from time to time.

b. If such notice is to the Participant, at his or her address as shown on the Company's records, or at such other address as the Participant, by notice to the Company, shall designate in writing from time to time.

9.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to the principles of conflict of laws thereof.

9.4. Compliance with Laws. The issuance of the Restricted Shares or Common Stock pursuant to this Agreement shall be subject to, and shall comply with, any applicable requirements of any federal and state securities laws, rules and regulations (including, without limitation, the provisions of the Securities Act of 1933, the Exchange Act and the respective rules and regulations promulgated thereunder) and any other law or regulation applicable thereto. The Company shall not be obligated to issue any of the Restricted Shares or Common Stock pursuant to this Agreement if such issuance would violate any such requirements.

9.5. Binding Agreement; Assignment. This Agreement shall inure to the benefit of, be binding upon, and be enforceable by the Company and its successors and assigns. The Participant shall not assign any part of this Agreement without the prior express written consent of the Company.

9.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

9.7. Headings. The titles and headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

9.8. Further Assurances. Each party hereto shall do and perform (or shall cause to be done and performed) all such further acts and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereunder.

9.9. Severability. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

9.10. Tax Withholding. The Company shall have the right to require payment from Participant to cover any applicable taxes due upon any payment or settlement under this Agreement. In addition, the Company shall have the right to deduct from any

payment or settlement under this Agreement, any federal, state, local, foreign or other taxes of any kind which the Board, in its sole discretion, deems necessary to be withheld to comply with the Code and/or any other applicable law, rule or regulation.

9.11. No Right to Continued Relationship with the Company. Neither this Agreement nor the Restricted Shares granted hereunder shall confer upon Participant any right to continued employment, Board membership or a consulting relationship with the Company or any Subsidiary, as the case may be, nor shall it interfere in any way with the right, if any, of the Company or any Subsidiary to terminate the employment, directorship or consulting relationship of any employee, director or consultant at any time for any reason, even if such termination adversely affects the Restricted Shares.

9.12. Listing, Registration and Other Legal Compliance. No Common Stock shall be required to be issued or granted under this Agreement unless legal counsel for the Company shall be satisfied that such issuance will be in compliance with all applicable securities laws and regulations and any other applicable laws or regulations. The Board may require, as a condition of any payment or share issuance, that certain agreements, undertakings, representations, certificates, and/or information, as the Board may deem necessary or advisable, be executed or provided to the Company to assure compliance with all such applicable laws or regulations. Certificates for Common Stock delivered under this Agreement shall bear appropriate legends and may be subject to such transfer orders and such other restrictions as the Board may deem advisable under the rules, regulations, or other requirements of the Securities and Exchange Commission, any stock exchange upon which the Common Stock is listed, and any applicable securities law. In addition, if, at any time specified herein for: (a) the making of any determination; (b) the issuance or other distribution of Common Stock; or (c) the payment of amounts to or through the Participant, any law, rule, regulation or other requirement of any governmental authority or agency shall require either the Company, any Subsidiary or Participant (or any estate, designated beneficiary or other legal representative thereof) to take any action in connection with any such determination, any such shares to be issued or distributed, any such payment, or the making of any such determination, as the case may be, shall be deferred until such required action is taken.

9.13. Designation of Beneficiary. Participant may designate a beneficiary or beneficiaries to receive any payment which under the terms of this Agreement may become payable on or after the Participant's death. At any time, and from time to time, any such designation may be changed or cancelled by Participant without the consent of any such beneficiary. Any such designation, change or cancellation must be on a form provided for that purpose by the Board and shall not be effective until received by the Board. If no beneficiary has been designated by a deceased Participant, or if the designated beneficiaries have predeceased the Participant, the beneficiary shall be the Participant's estate. If the Participant designates more than one beneficiary, any payments under this Agreement to such beneficiaries shall be made in equal shares unless the Participant has expressly designated otherwise, in which case the payments shall be made in the shares designated by the Participant.

9.14. Tax Advice. Participant acknowledges and agrees that neither the Company nor a representative of the Company has made any warranty or representation to the undersigned with respect to the tax consequences of the issuance of the Award to the undersigned pursuant to this Agreement or of the making or failure to make an election pursuant to Code Section 83(b) or corresponding provisions, if any, of applicable state law (or other similar laws).

9.15. Code Section 409A. This Agreement is intended to comply with the requirements of Code Section 409A and any regulations or other authority promulgated thereunder. Notwithstanding any provision of this Agreement to the contrary, the Board and the Committee reserve the right (without the consent of the Participant and without any obligation to do so or to indemnify the Participant or the beneficiaries of the Participant for any failure to do so) to amend this Agreement as and when necessary or desirable to conform to or otherwise properly reflect any guidance issued under Code Section 409A after the date hereof without violating Code Section 409A. In the event that any payment or benefit made hereunder would constitute payments or benefits pursuant to a non-qualified deferred compensation plan within the meaning of Code Section 409A and, at the time of Participant's "separation from service", Participant is a "specified employee" within the meaning of Code Section 409A, then any such payments or benefits shall be delayed until the six-month anniversary of the date of Participant's "separation from service", if such delay is necessary in order to prevent any accelerated or additional tax under Code Section 409A. Each payment made under this Agreement shall be designated as a "separate payment" within the meaning of Code Section 409A.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Participant has hereunto set his hand, all as of the Grant Date specified above.

CalEthos, Inc.

By: */s/Michael Campbell*
Michael Campbell
Chief Executive Officer

Participant

By: */s/Michael Campbell*
M1 Advisors LLC

Exhibit 4.4

RESTRICTED SHARE AWARD AGREEMENT

CalEthos, Inc.
* * * * *

Participant: Hyuncheol Kim

Grant Date: August 17, 2021

Number of Restricted Shares granted: 10,000,000

* * * * *

THIS AWARD AGREEMENT (this "**Agreement**"), dated as of the Grant Date specified above, is entered into by and between CalEthos, Inc., a Nevada corporation (the "**Company**"), and the Participant specified above; and

WHEREAS, it has been determined that it would be in the best interests of the Company to grant the Restricted Shares provided herein to the Participant.

NOW, THEREFORE, in consideration of the mutual covenants and premises hereinafter set forth and for other good and valuable consideration, the parties hereto hereby mutually covenant and agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1. "**Board**" shall mean the Board of Directors of the Company, as constituted from time to time.

1.2. "**Cause**" shall have the meaning specified in the Consulting Agreement dated as of August 17, 2021 between the Company and the Participant, as such agreement may be amended from time to time.

1.3. "**Code**" shall mean the Internal Revenue Code of 1986, as in effect and as amended from time to time, or any successor statute thereto, together with any rules, regulations and interpretations promulgated thereunder or with respect thereto.

1.4. "**Committee**" shall mean the Compensation Committee of the Board, or such other committee of the Board as is established from time to time in the sole discretion of the Board, to administer this Agreement, as described below in Section 7.

1.5. "**Common Stock**" shall mean the Common Stock, par value $.001 per share, of the Company or any security of the Company issued by the Company in substitution or exchange therefor. In the event of a change in the Common Stock that is limited to a change in the designation thereof to "Capital Stock" or other similar designation, or to a change in the par value thereof, or from par value to no par value, without increase or decrease in the number of issues shares, the shares resulting from any such change shall be deemed to be Common Stock.

1.6. "**Subsidiary(ies)**" shall mean any corporation (other than the Company), trust, partnership or limited liability company in an unbroken chain of entities, including and beginning with the Company, if each of such entities, other than the last entity in the unbroken chain, owns, directly or indirectly, more than fifty percent (50%) of the voting shares, partnership, beneficial or membership interests in one of the other entities in such chain.

2. Grant of Restricted Share Award. The Company hereby grants to the Participant, as of the Grant Date specified above, the number of Restricted Shares specified above. The Participant agrees and understands that nothing contained in this Agreement provides, or is intended to provide, the Participant with any protection against potential future dilution of the Participant's stockholder interest in the Company for any reason.

3. Vesting.

3.1. The Restricted Shares subject to this grant shall become unrestricted and vested as follows:

a. 50% of the shares shall vest upon the completion of the first two development phases of a 5 nanometer ASIC chip that includes the "FPGA Simulation" and "Tape Out".

b. The remaining 50% of the shares shall vest upon the completion of the next phases of the chip development that include the completion of the Foundry Mask for production in the semiconductor foundry, initial production run of chips and the completion of a bitcoin mining system ready for sale to customers.

c. Should the Company not raise sufficient capital to complete the Foundry Mask, initial production run of chips and completion of a bitcoin mining system ready for sale to customers within six months of completing the first two phases of development, then 100% of the shares shall be considered vested upon the completion of the first two milestones.

3.2. If the Participant's consulting relationship with the Company is terminated for Cause or if the Participant voluntarily terminates his consulting relationship with the Company or such relationship is terminated due to disability or death prior to the vesting of all or any portion of the Restricted Shares awarded under this Agreement, such Restricted Shares shall immediately be cancelled and the Participant (and the Participant's estate, designated beneficiary or other legal representative) shall forfeit any rights or interests in and with respect to any such Restricted Shares. The Board or the Committee, in its sole discretion, may determine, prior to or within ninety (90) days after the date of any such termination, that all or a portion of any the Participant's unvested Restricted Shares shall not be so cancelled and forfeited.

4. Delivery of Restricted Shares. If the Restricted Shares awarded by this Agreement become vested, the Participant shall be entitled to receive unrestricted shares of Common Stock. Notwithstanding the above, the Committee, in its sole discretion, at any time and from time to time, may require that the Participant become a party to a stockholders' agreement or enter into one or more similar agreements with respect to any shares of Common Stock received or to be received by the Participant, with the terms of such agreement being those that the Committee considers appropriate, including, but not limited to, transfer restrictions, Company call rights upon termination of the Participant's consulting relationship or employment, and Company drag along rights. In the event that Participant fails to execute such agreement(s) within ten (10) days of being presented with such agreements, Participant shall immediately forfeit the Restricted Shares without compensation therefor.

5. Non-transferability; Legend.

5.1. Non-transferability. Restricted Shares, and any rights and interests with respect thereto, issued under this Agreement shall not, prior to vesting, be sold, exchanged, transferred, assigned or otherwise disposed of in any way by the Participant (or any beneficiary(ies) of the Participant), or, to the extent permitted by the Board in its sole discretion, transferred in connection with estate planning purposes. Any such Restricted Shares, and any rights and interests with respect thereto, shall not, prior to vesting, be pledged, encumbered or otherwise hypothecated in any way by the Participant (or any beneficiary(ies) of the Participant) and shall not, prior to vesting, be subject to execution, attachment or similar legal process. Any attempt to sell, exchange, transfer, assign, pledge, encumber or otherwise dispose of or hypothecate in any way any of the Restricted Shares, or the levy of any execution, attachment or similar legal process upon the Restricted Shares, contrary to the terms and provisions of this Agreement shall be null and void and without legal force or effect.

5.2. Legend. The Participant shall receive a stock certificate (or certificates) issued in respect of the Restricted Stock. Such stock certificate(s) shall be registered in the name of the Participant, and shall bear, among other required legends, the following legend:

"THE TRANSFERABILITY OF THIS CERTIFICATE AND THE SHARES OF STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING, WITHOUT LIMITATION, FORFEITURE EVENTS) CONTAINED IN THE AWARD AGREEMENT ENTERED INTO BETWEEN THE REGISTERED OWNER HEREOF AND CALETHOS, INC. COPIES OF SUCH AWARD AGREEMENT ARE ON FILE IN THE OFFICE OF THE SECRETARY OF CALETHOS, INC., 11753 WILLARD AVE, TUSTIN, CA 92782. CALETHOS, INC. WILL FURNISH TO THE RECORDHOLDER OF THE CERTIFICATE, WITHOUT CHARGE AND UPON WRITTEN REQUEST AT ITS PRINCIPAL

PLACE OF BUSINESS, A COPY OF SUCH AWARD AGREEMENT. CALETHOS, INC. RESERVES THE RIGHT TO REFUSE TO RECORD THE TRANSFER OF THIS CERTIFICATE UNTIL ALL SUCH RESTRICTIONS ARE SATISFIED, ALL SUCH TERMS ARE COMPLIED WITH AND ALL SUCH CONDITIONS ARE SATISFIED."

6. Stockholder Rights. A Participant shall have, with respect to the shares of Common Stock underlying a grant of Restricted Shares, all of the rights of a stockholder of such stock (except as such rights are limited or restricted under this Agreement or in any other applicable agreement). Any stock dividends paid in respect of unvested Restricted Shares shall be treated as additional Restricted Shares and shall be subject to the same restrictions and other terms and conditions that apply to the unvested Restricted Shares in respect of which such stock dividends are issued.

7. Administration.

7.1. The Committee. This Agreement shall be administered by the Board or the Committee, as determined by the Board in its sole discretion. In the event that the Board determines that the Agreement shall be administered by the Committee, then the Committee may exercise all the powers granted to the Board hereunder. Members of the Committee shall serve at the pleasure of the Board and the Committee may at any time and from time to time remove members from, or add members to the Committee.

7.2. Administration and Rules. The Board shall construe and interpret this Agreement and shall promulgate, amend and rescind any rules and regulations relating to the implementation and administration of the Agreement. Subject to the terms and conditions of the Agreement, the Board shall make all determinations necessary or advisable for the implementation and administration of the Agreement including, without limitation, correcting any technical defect(s) or technical omission(s), or reconciling any technical inconsistency(ies), in this Agreement and/or any other applicable agreement. The Board's determinations under the Agreement and similar agreements need not be uniform and may be made selectively, regardless of whether the individuals involved are similarly situated. Any determination, decision or action of the Board in connection with the construction, interpretation, administration, or implementation of the Agreement shall be final, conclusive and binding upon Participant and any person(s) claiming under or through Participant. The Board may designate persons other than members of the Board or the Committee to carry out the day-to-day ministerial administration of the Agreement under such conditions and limitations as it may prescribe.

7.3. Liability Limitation. Neither the Board nor the Committee, nor any member of either, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with this Agreement, and the members of the Board and the Committee shall be entitled to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under any directors and officers liability insurance coverage which may be in effect from time to time.

8. Changes in Capitalization and Other Matters.

8.1. No Corporate Action Restriction. The existence of the Agreement shall not limit, affect or restrict in any way the right or power of the Board or the stockholders of the Company to make or authorize: (a) any adjustment, recapitalization, reorganization or other change in the Company's or any Subsidiary's capital structure or its business; (b) any merger, consolidation or change in the ownership of the Company or any Subsidiary; (c) any issue of bonds, debentures, capital, preferred or prior preference shares ahead of or affecting the Company's or any Subsidiary's capital shares or the rights thereof; (d) any dissolution or liquidation of the Company or any Subsidiary; (e) any sale or transfer of all or any part of the Company's or any Subsidiary's assets or business; or (f) any other trust act or proceeding by the Company or any Subsidiary. Neither the Participant nor any other person shall have any claim against any member of the Board, the Committee, the Company or any Subsidiary, or any stockholders or agents of the Company or any Subsidiary, as a result of any such action.

8.2. Changes in Capital Structure. This Agreement and the Restricted Shares granted hereunder shall be subject to adjustment or substitution, as determined by the Board in its sole discretion, as to the number, price or kind of shares or other consideration subject to the Agreement or as otherwise determined by the Board to be equitable: (i) in the event of changes in the outstanding shares or in the capital structure of the Company by reason of share or extraordinary cash dividends, stock splits, reverse stock splits, recapitalization, reorganizations, mergers, consolidations, combinations, exchanges, or other relevant changes in capitalization occurring after the date of this Agreement; or (ii) in the event of any change in applicable laws or any change in circumstances which

results in or would result in any substantial dilution or enlargement of the rights granted to, or available for, Participant, or which otherwise warrants equitable adjustment because it interferes with the intended operation of the Agreement. The Company shall give the Participant notice of an adjustment hereunder and, upon notice, such adjustment shall be final, conclusive and binding for all purposes.

9. Miscellaneous.

9.1. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements or prior understandings, whether written or oral, between the parties relating to such subject matter. This Agreement may only be modified or amended by a writing signed by both the Company and the Participant; provided, however, that the Board may amend this Agreement, without the consent of the Participant, in any way it deems appropriate to satisfy Code Section 409A and any regulations or other authority promulgated thereunder, including any amendment to this Agreement to cause it not to be subject to Code Section 409A.

9.2. Notices. Any notice which may be required or permitted under this Agreement shall be in writing and shall be delivered in person, or via facsimile transmission, overnight courier service or certified mail, return receipt requested, postage prepaid, properly addressed as follows:

a. If such notice is to the Company, to the attention of the Secretary of CalEthos, Inc., 11753 Willard Ave., Tustin, CA 92782, or at such other address as the Company, by notice to the Participant, shall designate in writing from time to time.

b. If such notice is to the Participant, at his or her address as shown on the Company's records, or at such other address as the Participant, by notice to the Company, shall designate in writing from time to time.

9.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to the principles of conflict of laws thereof.

9.4. Compliance with Laws. The issuance of the Restricted Shares or Common Stock pursuant to this Agreement shall be subject to, and shall comply with, any applicable requirements of any federal and state securities laws, rules and regulations (including, without limitation, the provisions of the Securities Act of 1933, the Exchange Act and the respective rules and regulations promulgated thereunder) and any other law or regulation applicable thereto. The Company shall not be obligated to issue any of the Restricted Shares or Common Stock pursuant to this Agreement if such issuance would violate any such requirements.

9.5. Binding Agreement; Assignment. This Agreement shall inure to the benefit of, be binding upon, and be enforceable by the Company and its successors and assigns. The Participant shall not assign any part of this Agreement without the prior express written consent of the Company.

9.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

9.7. Headings. The titles and headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

9.8. Further Assurances. Each party hereto shall do and perform (or shall cause to be done and performed) all such further acts and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereunder.

9.9. Severability. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

9.10. Tax Withholding. The Company shall have the right to require payment from Participant to cover any applicable taxes due upon any payment or settlement under this Agreement. In addition, the Company shall have the right to deduct from any

payment or settlement under this Agreement, any federal, state, local, foreign or other taxes of any kind which the Board, in its sole discretion, deems necessary to be withheld to comply with the Code and/or any other applicable law, rule or regulation.

9.11. No Right to Continued Relationship with the Company. Neither this Agreement nor the Restricted Shares granted hereunder shall confer upon Participant any right to continued employment, Board membership or a consulting relationship with the Company or any Subsidiary, as the case may be, nor shall it interfere in any way with the right, if any, of the Company or any Subsidiary to terminate the employment, directorship or consulting relationship of any employee, director or consultant at any time for any reason, even if such termination adversely affects the Restricted Shares.

9.12. Listing, Registration and Other Legal Compliance. No Common Stock shall be required to be issued or granted under this Agreement unless legal counsel for the Company shall be satisfied that such issuance will be in compliance with all applicable securities laws and regulations and any other applicable laws or regulations. The Board may require, as a condition of any payment or share issuance, that certain agreements, undertakings, representations, certificates, and/or information, as the Board may deem necessary or advisable, be executed or provided to the Company to assure compliance with all such applicable laws or regulations. Certificates for Common Stock delivered under this Agreement shall bear appropriate legends and may be subject to such transfer orders and such other restrictions as the Board may deem advisable under the rules, regulations, or other requirements of the Securities and Exchange Commission, any stock exchange upon which the Common Stock is listed, and any applicable securities law. In addition, if, at any time specified herein for: (a) the making of any determination; (b) the issuance or other distribution of Common Stock; or (c) the payment of amounts to or through the Participant, any law, rule, regulation or other requirement of any governmental authority or agency shall require either the Company, any Subsidiary or Participant (or any estate, designated beneficiary or other legal representative thereof) to take any action in connection with any such determination, any such shares to be issued or distributed, any such payment, or the making of any such determination, as the case may be, shall be deferred until such required action is taken.

9.13. Designation of Beneficiary. Participant may designate a beneficiary or beneficiaries to receive any payment which under the terms of this Agreement may become payable on or after the Participant's death. At any time, and from time to time, any such designation may be changed or cancelled by Participant without the consent of any such beneficiary. Any such designation, change or cancellation must be on a form provided for that purpose by the Board and shall not be effective until received by the Board. If no beneficiary has been designated by a deceased Participant, or if the designated beneficiaries have predeceased the Participant, the beneficiary shall be the Participant's estate. If the Participant designates more than one beneficiary, any payments under this Agreement to such beneficiaries shall be made in equal shares unless the Participant has expressly designated otherwise, in which case the payments shall be made in the shares designated by the Participant.

9.14. Tax Advice. Participant acknowledges and agrees that neither the Company nor a representative of the Company has made any warranty or representation to the undersigned with respect to the tax consequences of the issuance of the Award to the undersigned pursuant to this Agreement or of the making or failure to make an election pursuant to Code Section 83(b) or corresponding provisions, if any, of applicable state law (or other similar laws).

9.15. Code Section 409A. This Agreement is intended to comply with the requirements of Code Section 409A and any regulations or other authority promulgated thereunder. Notwithstanding any provision of this Agreement to the contrary, the Board and the Committee reserve the right (without the consent of the Participant and without any obligation to do so or to indemnify the Participant or the beneficiaries of the Participant for any failure to do so) to amend this Agreement as and when necessary or desirable to conform to or otherwise properly reflect any guidance issued under Code Section 409A after the date hereof without violating Code Section 409A. In the event that any payment or benefit made hereunder would constitute payments or benefits pursuant to a non-qualified deferred compensation plan within the meaning of Code Section 409A and, at the time of Participant's "separation from service", Participant is a "specified employee" within the meaning of Code Section 409A, then any such payments or benefits shall be delayed until the six-month anniversary of the date of Participant's "separation from service", if such delay is necessary in order to prevent any accelerated or additional tax under Code Section 409A. Each payment made under this Agreement shall be designated as a "separate payment" within the meaning of Code Section 409A.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Participant has hereunto set his hand, all as of the Grant Date specified above.

CalEthos, Inc.

By: */s/Michael Campbell*
Michael Campbell
Chief Executive Officer

Participant

By: */s/Hyuncheol Kim*
Hyuncheol Kim

Exhibit 4.5

THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED FOR SALE, SOLD OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR IN ACCORDANCE WITH AN EXEMPTION FROM REGISTRATION UNDER THAT ACT.

WARRANT TO PURCHASE
SHARES OF COMMON STOCK OF
CALETHOS, INC.

This certifies that Mireya Lange, or any party to whom this Warrant is assigned in accordance with its terms, is entitled to subscribe for and purchase one hundred thousand (100,000) shares of the Common Stock of CalEthos, Inc., a Nevada corporation, on the terms and conditions of this Warrant.

1. Definitions. As used in this Warrant, the term:

1.1 "Business Day" means any day other than a Saturday, Sunday, or a day on which banking institutions in the State of New York are authorized or obligated to be closed by law or by executive order.

1.2 "Common Stock" means the Common Stock, par value $.001 per share, of the Corporation.

1.3 "Corporation" means CalEthos, Inc., a Nevada corporation, or its successor.

1.4 "Expiration Date" means the third anniversary of the date on which the Common Stock is first traded on a national securities exchange or the Canadian Stock Exchange.

1.5 "Holder" means Mireya Lange or any party to whom this Warrant is assigned in accordance with its terms.

1.6 "1933 Act" means the Securities Act of 1933, as amended.

1.7 "Warrant" means this Warrant and any warrants delivered in substitution or exchange for this Warrant in accordance with the provisions of this Warrant.

1.8 "Warrant Price" means $1.87 per share of Common Stock, as such amount may be adjusted pursuant to Section 4 hereof.

2. Exercise of Warrant.

(a) At any time before the Expiration Date, the Holder may exercise the purchase rights represented by this Warrant, in whole or in part, by surrendering this Warrant (with a duly executed subscription in the form attached) at the Corporation's principal corporate office (located on the date hereof in Tustin, California) and by paying the Corporation, by check payable to the Corporation, the aggregate Warrant Price for the shares of Common Stock being purchased.

(b) In lieu of exercising this Warrant pursuant to Section 1(a) above, the Holder may elect to exercise this Warrant on a "cashless" basis and to receive, without the payment by the Holder of any additional consideration, shares of Common Stock equal to the value of this Warrant (or the portion thereof being cancelled) by surrender of this Warrant at the principal office of the Corporation (together with a duly executed subscription in the form attached), in which event the Corporation shall issue to the Holder hereof a number of shares of Common Stock computed using the following formula:

$$X = \frac{Y\ (A-B)}{A}$$

Where: X = The number of shares of Common Stock to be issued to the Holder pursuant to this net exercise;

Y = The number of shares of Common Stock in respect of which the net issue election is made;

A = The fair market value of one share of the Common Stock at the time the net issue election is made;

B = The Warrant Price (as adjusted to the date of the net issuance).

For purposes of this Warrant, the "fair market value" of one share of Common Stock as of a particular date shall be determined as follows: (i) if traded on a securities exchange or through an interdealer quotation system such as the OTC Bulletin Board or the OTC Markets (or any successor thereto), the value shall be deemed to be the average of the closing sale prices of the Common Stock on such exchange or quotation system over the ten (10) day period ending three (3) days prior to the net exercise election; (ii) if traded over-the-counter, the value shall be deemed to be the average of the closing sale price over the ten (10) day period ending three (3) days prior to the net exercise. If there is no reported sale price for the Common Stock, the fair market value of the Common Stock shall be the value as determined in good faith by the Board of Directors of the Corporation.

2.1 Delivery of Certificates. Within three (3) days after each exercise of the purchase rights represented by this Warrant, the Corporation shall deliver a certificate for the shares of Common Stock so purchased to the Holder and, unless this Warrant has been fully exercised or expired, a new Warrant representing the balance of the shares of Common Stock subject to this Warrant.

2.2 Effect of Exercise. The person entitled to receive the shares of Common Stock issuable upon any exercise of the purchase rights represented by this Warrant shall be treated for all purposes as the holder of such shares of record as of the close of business on the date of exercise.

2.3 Issue Taxes. The Corporation shall pay all issue and other taxes that may be payable in respect of any issue or delivery to the Holder of shares of Common Stock upon exercise of this Warrant.

3. Stock Fully Paid; Reservation of Shares. The Corporation covenants and agrees that all securities that it may issue upon the exercise of the rights represented by this Warrant will, upon issuance, be fully paid and nonassessable and free from all taxes, liens and charges. The Corporation further covenants and agrees that, during the period within which the Holder may exercise the rights represented by this Warrant, the Corporation shall at all times have authorized and reserved for issuance enough shares of its Common Stock or other securities for the full exercise of the rights represented by this Warrant. The Corporation shall not, by an amendment to its Articles of Incorporation or through reorganization, consolidation, merger, dissolution, issue or sale of securities, sale of assets or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant.

4. Adjustments. The Warrant Price and the number of shares of Common Stock that the Corporation must issue upon exercise of this Warrant shall be subject to adjustment in accordance with Sections 4.1 through 4.3.

4.1 Adjustment to Warrant Price for Combinations or Subdivisions of Common Stock. If the Corporation at any time or from time to time after the date on which the Warrant Price is fixed at a set amount in U.S. dollars (1) declares or pays, without consideration, any dividend on the Common Stock payable in Common Stock; (2) creates any right to acquire Common Stock for no consideration; (3) subdivides the outstanding shares of Common Stock (by stock split, reclassification or otherwise); or (4) combines or consolidates the outstanding shares of Common Stock, by reclassification or otherwise, into a lesser number of shares of Common Stock, the Corporation shall proportionately increase or decrease the Warrant Price, as appropriate.

4.2 Adjustments for Reclassification and Reorganization. If the Common Stock issuable upon exercise of this Warrant changes into shares of any other class or classes of security or into any other property for any reason other than a subdivision or combination of shares provided for in Section 4.1, including without limitation any reorganization, reclassification, merger or consolidation, the Corporation shall take all steps necessary to give the Holder the right, by exercising this Warrant, to purchase the kind and amount of securities or other property receivable upon any such change by the owner of the number of shares of Common Stock subject to this Warrant immediately before the change.

4.3 Spin Offs. If the Corporation spins off any subsidiary by distributing to the Corporation's shareholders as a dividend or otherwise any stock or other securities of the subsidiary, the Corporation shall reserve until the Expiration Date enough of such shares or other securities for delivery to the Holders upon any exercise of the rights represented by this Warrant to the same extent as if the

Holders owned of record all Common Stock or other securities subject to this Warrant on the record date for the distribution of the subsidiary's shares or other securities.

4.4 Certificates as to Adjustments. Upon each adjustment or readjustment required by this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with this Section, cause independent public accountants selected by the Corporation to verify such computation and prepare and furnish to the Holder a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based.

5. Fractional Shares. The Corporation shall not issue any fractional shares in connection with any exercise of this Warrant. If any fraction of a share would be issuable on the exercise of this Warrant (or specified portions thereof), the Corporation shall, at its election, either purchase such fraction for an amount in cash equal to the same fraction of the Warrant Price of such share of Common Stock on the date of exercise of this Warrant or round such fraction of a share up to one whole share.

6. Dissolution or Liquidation. If the Corporation dissolves, liquidates or winds up its business before the exercise or expiration of this Warrant, the Holder shall be entitled, upon exercising this Warrant, to receive in lieu of the shares of Common Stock or any other securities receivable upon such exercise, the same kind and amount of assets as would have been issued, distributed or paid to it upon any such dissolution, liquidation or winding up with respect to such shares of Common Stock or other securities, had the Holder been the holder of record on the record date for the determination of those entitled to receive any such liquidating distribution or, if no record is taken, upon the date of such liquidating distribution. If any such dissolution, liquidation or winding up results in a cash distribution or distribution of property which the Corporation's Board of Directors determines in good faith to have a cash value in excess of the Warrant Price provided by this Warrant, then the Holder may, at its option, exercise this Warrant without paying the aggregate Warrant Price and, in such case, the Corporation shall, in making settlement to Holder, deduct from the amount payable to Holder an amount equal to such aggregate Warrant Price.

7. Transfer and Exchange.

7.1 Transfer. Subject to Section 7.3, the Holder may transfer all or part of this Warrant at any time on the books of the Corporation at its principal office upon surrender of this Warrant, properly endorsed. Upon such surrender, the Corporation shall issue and deliver to the transferee a new Warrant or Warrants representing the Warrants so transferred. Upon any partial transfer, the Corporation shall issue and deliver to the Holder a new Warrant or Warrants with respect to the Warrants not so transferred.

7.2 Exchange. The Holder may exchange this Warrant at any time at the principal office of the Corporation for Warrants in such denominations as the Holder may designate in writing. No such exchanges will increase the total number of shares of Common Stock or other securities that are subject to this Warrant.

7.3 Securities Act of 1933. By accepting this Warrant, the Holder agrees that this Warrant and the shares of the Common Stock issuable upon exercise of this Warrant may not be offered or sold except in compliance with the 1933 Act, and then only with the recipient's agreement to comply with this Section 7 with respect to any resale or other disposition of such securities. The Corporation may make a notation on its records in order to implement such restriction on transferability.

8. Loss or Mutilation. Upon the Corporation's receipt of reasonably satisfactory evidence of the ownership and the loss, theft, destruction or mutilation of this Warrant and (in the case of loss, theft or destruction) of a reasonably satisfactory indemnity or (in the case of mutilation) upon surrender and cancellation of this Warrant, the Corporation shall execute and deliver a new Warrant to the Holder.

9. Successors. All the covenants and provisions of this Warrant shall bind and inure to the benefit of the Holder and the Corporation and their respective successors and assigns.

10. Notices. All notices and other communications given pursuant to this Warrant shall be in writing and shall be deemed to have been given when personally delivered or when mailed by prepaid registered, certified or express mail, return receipt requested. Notices should be addressed as follows:

(a) If to Holder, then to the address of the Holder on file in the books and records of the Corporation.

(b) If to the Corporation, then to:

CalEthos, Inc.
11753 Willard Avenue
Tustin, California 92782
Attention: Michael Campbell
Chief Executive Officer

Such addresses for notices may be changed by any party by notice to the other party pursuant to this Section 10.

11. Amendment. This Warrant may be amended only by an instrument in writing signed by the Corporation and the Holder.

12. Construction of Warrant. This Warrant shall be construed as a whole and in accordance with its fair meaning. A reference in this Warrant to any section shall be deemed to include a reference to every section the number of which begins with the number of the section to which reference is made. This Warrant has been negotiated by both parties and its language shall not be construed for or against any party.

13. Law Governing. This Warrant is executed, delivered and to be performed in the State of New York and shall be construed and enforced in accordance with and governed by the New York law without regard to any conflicts of law or choice of forum provisions.

Dated as of September 15, 2021

CALETHOS, INC.

By: */s/Michael Campbell*
Name: Michael Campbell
Title: Chief Executive Officer

SUBSCRIPTION FORM

(To be executed only upon exercise of Warrant)

The undersigned Holder hereby irrevocably elects to exercise the attached Warrant and to purchase _____ shares of Common Stock of CalEthos, Inc. issuable upon the exercisable of such Warrant and requests that certificates for such shares of Common Stock be issued in the name of:

_____
(Please type or print name and address)

_____

_____

_____
(Social Security or Taxpayer I.D. No.)

and delivered to _____

_____
(Please type or print name and address)

and, if such number of shares of Common Stock shall not be all the shares of Common Stock evidenced by such Warrant, that a new Warrant for the balance of such shares of Common Stock shall be registered in the name of, and delivered to, the Holder at the

address stated below. Capitalized terms used and not defined herein shall have the respective meaning ascribed to them in the attached Warrant.

In full payment of the purchase price with respect to the shares of Common Stock exercised, the undersigned hereby **[**tenders payment of $ _____ by check payable in United States currency to the order of CalEthos, Inc. pursuant to Section 2(a) of the attached Warrant**][**exercises the attached Warrant with respect to _____ shares of Common Stock via means of cashless exercise pursuant to Section 2(b) of the attached Warrant and instructs the Corporation to issue _____ shares of Common Stock to the Holder.**]**

Dated: _____ _____

_____

(Address)

_____

(Social Security or Taxpayer I.D. No.)

ISSUE OF A NEW WARRANT

**(To be executed only upon partial exercise,
exchange, or partial transfer of Warrant)**

Please issue Warrants, each representing the right to purchase shares of Common Stock of CalEthos, Inc. to the registered holder.

Dated:

_____

(Signature of Registered Holder)

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered Holder of this Warrant sells, assigns and transfers unto the Assignee named below all of the rights of the undersigned under the Warrant, with respect to the number of shares of Common Stock set forth below (the "Transfer"):

Name of Assignee	Address	No. of Shares

The undersigned irrevocably constitutes and appoints as the undersigned's attorney-in-fact, with full power of substitution, to make the transfer on the books of CalEthos, Inc.

Dated:

_____

(Signature)

Exhibit 10.1

CONSULTING AGREEMENT

CONSULTING AGREEMENT, dated as of August 17, 2021, by and between CalEthos, Inc., a Nevada corporation (the "Company" to be renamed AIQ Blockchain, Inc.), and M1 Advisors LLC a Delaware corporation (the "Consultant").

WHEREAS, the Company desires to retain the consulting services of the Consultant and to have the Consultant provide services as the Company's "Chief Executive Officer", and the Company wishes to acquire and be assured of Consultant's consulting services on the terms and conditions hereinafter set forth; and

WHEREAS, the Consultant desires to serve and consult with the Company on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual terms, covenants, agreements and conditions hereinafter set forth, the Company and the Consultant hereby agree as follows:

1. Consulting Relationship.

(a) The Company hereby retains the Consultant to consult with the Company from time to time and to perform the consulting services provided in Section 3 hereof, and the Consultant hereby agrees to perform such consulting services, for the period set forth in Section 2 hereof. During the Consulting Term (as hereinafter defined), Consultant shall not be deemed to be an employee of the Company but shall be an independent contractor and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. This Agreement does not create any employer-employee, agency or partnership relationship. As an independent contractor, Consultant's expenses shall be limited to those expressly stated in this Agreement.

(b) To the best of the Consultant's knowledge: (i) the Consultant is under no obligation to any former employer or other party that is in any way inconsistent with, or that imposes any restriction upon, the Consultant's acceptance of its engagement hereunder by the Company, the engagement of the Consultant by the Company, or the Consultant's undertakings under this Agreement and (ii) its performance of all the terms of this Agreement and its engagement by the Company as a consultant does not and will not breach any agreement to keep in confidence proprietary information acquired by the Consultant, or any affiliate thereof, in confidence or in trust prior to its engagement by the Company.

2. Term.

(a) This Agreement commences as of the date set forth above and will continue for an initial term of one (1) year (the "Initial Term"). After the Initial Term, this Agreement shall be automatically renewed on a year-to-year basis unless either party hereto gives written notice of termination (the "Termination Notice") to the other party hereto not less than 30 days prior to the last day of the then existing term. The Initial Term and any extension of the term of this Agreement pursuant to this Section 2(a) is hereinafter referred to as the "Consulting Term"). Notwithstanding the foregoing, the Consulting Term shall terminate upon the death of the Consultant.

(b) This Agreement does not make Consultant an employee of CalEthos. However, it is envisioned that should certain milestones be met by the Company and the Consultant and if both parties are interested in doing so, a formal employment agreement may be drawn up to transition the Consultant to an employee of the Company. At that time the Company will be required to withhold payroll taxes and any other government required deductions from the Employee's monthly salary. In addition, as an employee, the Consultant will be eligible for any government required or Company provided benefits.

(c) Should an Employment Agreement be drawn up it would offer Consultant a starting annual base salary with a bonus and benefits program in line with similar roles in the computer and bitcoin industries.

(d) Notwithstanding Section 2(a) hereof, the Company may terminate this Agreement at any time for "Cause". For purposes of this Agreement, "Cause," shall mean:

i. any fraud, misappropriation or embezzlement by the Consultant in connection with the Company's business;

ii. any conviction of or guilty plea to a felony or a gross misdemeanor by the Consultant that has or can be expected to have a detrimental effect on the Company or on the Consultant's ability to perform the Consultant's duties;

iii. any communication or disclosure by the Consultant that may result in potential harm or damage to the reputation or business prospects of the Company, as determined in the sole discretion of the Company; or

iv. a breach by the Consultant of the provisions of Section 5 or 6 hereof.

3. Duties.

a. The Consultant shall consult with the Company regarding its planned business endeavors to develop a 5 nanometer ASIC chip for bitcoin mining machines and a completed bitcoin mining system for the Company as requested by the Company's Board of Directors from time to time, and shall act as the Company's Chief Executive Officer of the Company during the Consulting Term; provided, however, that the fee payable to the Consultant pursuant to Section 4(a) hereof shall constitute consideration for any such service and the Consultant shall not be entitled to any additional compensation in respect of such service. The Consultant shall faithfully and competently perform such consulting services at such times and places and in such manner as the Board of Directors of the Company shall from time to time determine.

b. During the Consulting Term, the Consultant shall be required to provide as much of his time as reasonably required to achieve the mutually agreed to product development schedule and goals of the Company. The Consultant, during the term of this Agreement, may engage in other activities as he may see fit, so long as such activities do not interfere with the performance of the Consultant's duties pursuant to the terms of this Agreement and do not violate the terms of sections 5 or 6 herein.

c. Specifically, the Consultant will be responsible for building a management team and overseeing the execution of the Company's plan to develop a 5 nanometer ASIC chip for bitcoin mining machines and a complete bitcoin mining machine that the Company can sell to bitcoin miners. The Consultant shall:

i. build a management team to execute the Company's business plan.

ii. arrange all items necessary for operations in the U.S. and South Korea, including an office, manufacturing and warehousing facilities.

iii. oversee and manage all employees and contractors necessary to meet the Company's chip and system development budget and schedule and develop, fund and staff a sales plan in advance of completed products being available for sale to the market.

iv. notwithstanding the foregoing, none of the shares shall vest unless, at the time of vesting, the Consultant shall be providing services as a Consultant or Employee of Company.

4. Fees, Equity Compensation and Expenses.

a. Fees. During the Consulting Term, the Company shall pay the Consultant Sixteen Thousand, Six Hundred and Sixty-Six Dollars ($16,666.00) per month for providing as many hours of work necessary and reasonably required to meet the development schedule and achieve the mutually agreed to goals of the Company. The Fee amount shall be paid in cash twice monthly starting from after the Company has received a minimum of $3,500,000 in debt or equity financing for the Company's operations.

b. Equity Compensation. The Company shall, pursuant to a Restricted Stock Agreement to be enter into by the Company and Consultant, grant the Consultant Ten Million (1,500,000) shares of the Company's Common Stock at $0.001 per share, which will vest as follows:

i. Seven Hundred and Fifty Thousand (750,000) shares shall vest upon the completion of the first two phases of chip development, which include the "FPGA Simulation" and "Tape Out" of the planned 5 nanometer ASIC chip, and,

ii. Seven Hundred and Fifty Thousand (750,000) shares shall vest upon the completion of the next two phases of the chip development that include the completion of the Foundry Mask for production in the semiconductor foundry and initial production run of chips and the completion of a bitcoin mining system ready for sale to customers.

iii. Should the Company not raise enough capital to complete the Foundry Mask, initial production run of chips and completion of a bitcoin mining system ready for sale to customers within 6 months of completing the first two phases of development, then all One point Five Million (1,500,000) shares shall be considered vested upon the completion of the first two milestones.

c. Expenses. The Consultant shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business expenses incurred by the Consultant in the performance of the Consultant's duties hereunder in accordance with the Company's policies applicable (on and after the date hereof) thereto.

d. Withholding, Etc. In conformity with the Consultant's independent contractor status and without limiting any of the foregoing, the Consultant understands that no deduction or withholding for taxes or contributions of any kind shall be made by the Company. The Consultant agrees to accept exclusive liability for the payment of all self employment taxes or contributions for unemployment insurance or pensions or annuities or social security payments which are measured by the remuneration paid to the Consultant or the Consultant's agents, if any, as independent contractors and to reimburse and indemnify the Company for any such taxes or contributions or penalties which the Company may be compelled to pay as a result of the Consultant's non-payment of the same as a self employed individual. The Consultant also agrees to take all action and comply with all applicable administrative regulations necessary for the payment by the Consultant of such.

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5. Inventions and Confidential Information. The Consultant hereby covenants, agrees and acknowledges as follows:

(a) The Company is engaged in a continuous program of research, design, development, production, marketing and servicing with respect to its businesses.

(b) The Consultant's engagement hereunder creates a relationship of confidence and trust between the Consultant and the Company with respect to certain information pertaining to the business of the Company and its Affiliates (as hereinafter defined) or pertaining to the business of any client or customer of the Company or its Affiliates which may be made known to the Consultant by the Company or any of its Affiliates or by any client or customer of the Company or any of its Affiliates or learned by the Consultant during the period of Consultant's engagement by the Company.

(e) The Company possesses and will continue to possess information that has been created, discovered or developed by, or otherwise become known to it (including, without limitation, information created, discovered or developed by, or made known to, the Consultant during the period of Consultant's engagement or arising out of Consultant's engagement) or in which property rights have been or may be assigned or otherwise conveyed to the Company, which information has commercial value in the business in which the Company is engaged and is treated by the Company as confidential.

(f) Any and all inventions, products, discoveries, improvements, processes, manufacturing, marketing and services methods or techniques, formulae, designs, styles, specifications, data bases, computer programs (whether in source code or object code), know- how, strategies and data, whether or not patentable or registrable under copyright or similar statutes, made, developed or created by the Consultant (whether at the request or suggestion of the Company, any of its Affiliates, or otherwise, whether alone or in conjunction with others, and whether during regular hours of work or otherwise) during the period of Consultant's engagement by the Company which may pertain to the business, products or processes of the Company or any of its Affiliates (collectively hereinafter referred to as "Inventions"), will be promptly and fully disclosed by the Consultant to an appropriate executive officer of the Company (other than Consultant) without any additional compensation therefor, all papers, drawings, models, data, documents and other material pertaining to or in any way relating to any Inventions made, developed or created by Consultant as aforesaid. For the purposes of this Agreement, the term "Affiliate" or "Affiliates" shall mean any person, corporation or other entity directly or indirectly controlling or controlled by or under direct or indirect common control with the Company. For the purposes of this definition, "control" when used with respect to any person, corporation or other entity means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

(g)The Consultant will keep confidential and will hold for the Company's sole benefit any Invention which is to be the exclusive property of the Company under this Section 5 for which no patent, copyright, trademark or other right or protection is issued.

(h) The Consultant also agrees that the Consultant will not without the prior written consent of the Board of Directors of the Company (i) use for Consultant's benefit or disclose at any time during Consultant's engagement by the Company, or thereafter, except to the extent required by the performance by the Consultant of the Consultant's duties as a consultant of the Company, any information obtained or developed by the Consultant while engaged by the Company with respect to any Inventions or with respect to any

customers, clients, suppliers, products, employees, financial affairs, or methods of design, distribution, marketing, service, procurement or manufacture of the Company or any of its Affiliates, or any confidential matter, except information which at the time is generally known to the public other than as a result of disclosure by the Consultant not permitted hereunder, or (ii) take with the Consultant upon termination of its engagement by the Company any document or paper relating to any of the foregoing or any physical property of the Company or any of its Affiliates.

(i) The Consultant acknowledges and agrees that a remedy at law for any breach or threatened breach of the provisions of this Section 5 would be inadequate and, therefore, agrees that the Company and its Affiliates shall be entitled to injunctive relief in addition to any other available rights and remedies in case of any such breach or threatened breach; provided, however, that nothing contained herein shall be construed as prohibiting the Company or any of its Affiliates from pursuing any other rights and remedies available for any such breach or threatened breach.

(j) The Consultant agrees that upon termination of Consultant's engagement by the Company for any reason, the Consultant shall immediately return to the Company all documents and other property in Consultant's possession belonging to the Company or any of its Affiliates.

(k) Without limiting the generality of Section 5 hereof, the Consultant hereby expressly agrees that the foregoing provisions of this Section 5 shall be binding upon the Consultant's partners, employees, successors and legal representatives.

(l) Non-Competition. (a) The term "Non-Compete Term" shall mean the period during which Consultant is engaged hereunder and the one-year period thereafter.

(m) During the Non-Compete Term:

i. the Consultant will not make any statement or perform any act intended to advance an interest of any direct competitor of the Company or any of its Affiliates in any way that will or may injure an interest of the Company or any of its Affiliates in its relationship and dealings with existing customers or clients, or knowingly solicit or encourage any employee of the Company or any of its Affiliates to do any act that is disloyal to the Company or any of its Affiliates or inconsistent with the interest of the Company or any of its Affiliate's interests or in violation of any provision of this Agreement;

ii. the Consultant will not discuss with any customers or clients of the Company or any of its Affiliates the present or future availability of services or products of a business, if the Consultant has or expects to acquire a proprietary interest in such business or is or expects to be a consultant, employee, officer or director of such business, where such services or products are directly competitive with services or products which the Company or any of its Affiliates provides;

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iii. the Consultant will not make any statement or do any act intended to cause any customers or clients of the Company or any of its Affiliates to make use of the services or purchase the products of any directly competitive business in which the Consultant has or expects to acquire a proprietary interest or in which the Consultant is or expects to be made an employee, officer or director, if such services or products directly compete with the services or products sold or provided or expected to be sold or provided by the Company or any of its Affiliates to any customer or client; and

iv. the Consultant will not directly or indirectly (as a director, officer, employee, manager, consultant, independent contractor, advisor or otherwise) engage in direct competition with, or own any interest in, perform any services for, participate in or be connected with (i) any business or organization which engages in direct competition with the Company or any of its Affiliates in any geographical area where any business is presently carried on by the Company or any of its Affiliates, or (ii) any business or organization which engages in direct competition with the Company or any of its Affiliates in any geographical area where any business shall be hereafter, during the period of the Consultant's engagement by the Company, carried on by the Company or any of its Affiliates, if such business is then being carried on by the Company or any of its Affiliates in such geographical area; provided, however, that the provisions of this Section 5(a) shall not be deemed to prohibit the Consultant's ownership of not more than one percent (1%) of the total shares of all classes of stock outstanding of any publicly held company. At the end of the Consultant's engagement, the Company, in

good faith, shall provide to the Consultant a list of the Company's then-existing direct competitors, Affiliates, customers, businesses, organizations and others to which this Section 5 refers.

(n) During the Non-Compete Term, the Consultant will not directly or indirectly hire, engage, send any work to, place orders with, or in any manner be associated with any supplier, contractor, subcontractor or other person or firm which rendered services, or sold any products, to the Company or any of its Affiliates if such action by Consultant would have a material adverse effect on the business, assets or financial condition of the Company or any of its Affiliates.

(o) In connection with the foregoing provisions of this Section 5, the Consultant represents that Consultant's experience, capabilities and circumstances are such that such provisions will not prevent Consultant from earning a livelihood. The Consultant further agrees that the limitations set forth in this Section 5 (including, without limitation, any time or territorial limitations) are reasonable and properly required for the adequate protection of the businesses of the Company and its Affiliates. It is understood and agreed that the covenants made by the Consultant in this Section 5 (and in Section 6 hereof) shall survive the expiration or termination of this Agreement.

(p) For purposes of this Section 5, proprietary interest in a business is ownership, whether through direct or indirect stock holdings or otherwise, of one percent (1%) or more of such business.

(q) The Consultant acknowledges and agrees that a remedy at law for any breach or threatened breach of the provisions of this Section 5 would be inadequate and, therefore, agrees that the Company and any of its Affiliates shall be entitled to injunctive relief in addition to any other available rights and remedies in cases of any such breach or threatened breach; provided, however, that nothing contained herein shall be construed as prohibiting the Company or any of its Affiliates from pursuing any other rights and remedies available for any such breach or threatened breach.

6. Non-Assignability.

a. Neither this Agreement nor any right or interest hereunder shall be assignable by the Consultant or its legal representatives without the Company's prior written consent.

b. Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation or to exclusion, attachment, levy or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

7. Binding Effect. Without limiting or diminishing the effect of Section 8 hereof, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, legal representatives and assigns.

8. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and either delivered in person or sent by first class certified or registered mail, postage prepaid, if to the Company, at the Company's principal place of business, 11753 Willard Ave., Tustin, CA 92782, attention: Chief Executive Officer (with a copy to Pryor Cashman LLP, 7 Times Square, New York, New York 10036-6569, Attention: Eric M. Hellige, Esq.), and if to the Consultant, at Consultant's office address set forth above, or to such other address or addresses as either party shall have designated in writing to the other party hereto.

9. Severability. The Consultant agrees that in the event that any court of competent jurisdiction shall finally hold that any provision of Section 5 or 6 hereof is void or constitutes an unreasonable restriction against the Consultant, such provision shall not be rendered void but shall apply with respect to such extent as such court may judicially determine constitutes a reasonable restriction under the circumstances. If any part of this Agreement other than Section 5 or 6 is held by a court of competent jurisdiction to be invalid, illegible or incapable of being enforced in whole or in part by reason of any rule of law or public policy, such part shall be deemed to be severed from the remainder of this Agreement for the purpose only of the particular legal proceedings in question and all other covenants and provisions of this Agreement shall in every other respect continue in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision.

10. Waiver. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

11. Entire Agreement; Modifications. This Agreement constitutes the entire and final expression of the agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended only by an instrument in writing signed by both parties hereto.

12. Jurisdiction. This Agreement and all issues and claims arising out of or relating in any way to this Agreement shall be governed exclusively by the laws of the State of California, including its statutes of limitations, without giving effect to any conflict of laws principles that would result in the application of the laws of any other jurisdiction. Any and all claims or disputes between the parties that arise from or relate or pertain in any way to this Agreement, to the parties' rights or obligations under this Agreement, to the subject matter of this Agreement, or the arbitrability of any such claim or dispute shall be resolved solely and exclusively by binding arbitration in Orange County, California before a single Arbitrator in a confidential arbitration proceeding to be conducted by JAMS in the English language pursuant to the JAMS International Arbitration Rules and Procedures. No person shall be eligible to serve as arbitrator in any such proceeding unless he or she shall have served as a state or federal Judge or Justice of a court within the State of California for at least five years. The prevailing party or parties to any such dispute shall be entitled to recover all of its or their reasonable attorneys' fees and other costs of the arbitration, and any related judicial proceedings, from the non-prevailing party or parties. Each party to this Agreement hereby consents irrevocably to the jurisdiction of the state and federal courts located in the State of California for the purpose of enforcing this agreement to arbitrate and for the purposes of any proceedings to confirm, vacate or modify any arbitration award rendered hereunder. Any party may also apply to any court anywhere in the world for the purpose of enforcing any such arbitration award.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Survival. The termination of Consultant's engagement hereunder shall not affect the enforceability of Sections 5 or 6.

15. Further Assurances. The parties agree to execute and deliver all such further instruments and take such other and further action as may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

16. Headings. The Section headings appearing in this Agreement are for purposes of easy reference and shall not be considered a part of this Agreement or in any way modify, amend or affect its provisions.

17. Electronic Signatures. Electronic signatures sent in a PDF file will be accepted as originals.

IN WITNESS WHEREOF, the Company and the Consultant have duly executed and delivered this Agreement as of the day and year first above written.

CALETHOS, INC.:
By: */s/Michael Campbell*
Name: Michael Campbell
Title: Chief Executive Officer

M1 ADVISORS LLC

By: */s/Michael Campbell*
Name: Michael Campbell
Title: Managing Member

Exhibit 10.2

CONSULTING AGREEMENT

CONSULTING AGREEMENT, dated as of August 17, 2021, by and between CalEthos, Inc., a Nevada corporation (the "Company" to be renamed AIQ Blockchain, Inc.) with offices at 11753 Willard Ave., Tustin Ca 92782, and Hyuncheol Kim (the "Consultant") with address at 132 Dolci, Irvine, CA 92602.

WHEREAS, the Company desires to retain the consulting services of the Consultant and to have the Consultant serve as the Company's "Chief Technology Officer", and the Company wishes to acquire and be assured of Consultant's consulting services on the terms and conditions hereinafter set forth; and

WHEREAS, the Consultant desires to serve and consult with the Company on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual terms, covenants, agreements and conditions hereinafter set forth, the Company and the Consultant hereby agree as follows:

1. Consulting Relationship.

(a) The Company hereby retains the Consultant to consult with the Company from time to time and to perform the consulting services provided in Section 3 hereof, and the Consultant hereby agrees to perform such consulting services, for the period set forth in Section 2 hereof. During the Consulting Term (as hereinafter defined), Consultant shall not be deemed to be an employee of the Company but shall be an independent contractor and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. This Agreement does not create any employer-employee, agency or partnership relationship. As an independent contractor, Consultant's expenses shall be limited to those expressly stated in this Agreement.

(b) To the best of the Consultant's knowledge: (i) the Consultant is under no obligation to any former employer or other party that is in any way inconsistent with, or that imposes any restriction upon, the Consultant's acceptance of its engagement hereunder by the Company, the engagement of the Consultant by the Company, or the Consultant's undertakings under this Agreement and (ii) its performance of all the terms of this Agreement and its engagement by the Company as a consultant does not and will not breach any agreement to keep in confidence proprietary information acquired by the Consultant, or any affiliate thereof, in confidence or in trust prior to its engagement by the Company.

2. Term.

(a) This Agreement commences as of the date set forth above and will continue for as long as the R&D project is proceeding on the 5 nanometer ASIC chip for bitcoin mining machines and a completed bitcoin mining system, provided the Consultant is still providing services to the Company. Thereafter, the Agreement shall be for an initial term of one (1) year (the "Initial Term"). After the Initial Term, this Agreement shall be automatically renewed on a year-to-year basis unless either party hereto gives written notice of termination (the "Termination Notice") to the other party hereto not less than 30 days prior to the last day of the then existing term. The Initial Term and any extension of the term of this Agreement pursuant to this Section 2(a) is hereinafter referred to as the "Consulting Term"). Notwithstanding the foregoing, the Consulting Term shall terminate upon the death of the Consultant.

(b) This Agreement does not make Consultant an employee of CalEthos. However, it is envisioned that should certain milestones be met by the Company and the Consultant and if both parties are interested in doing so, a formal employment agreement may be drawn up to transition the Consultant to an employee of the Company. At that time the Company will be required to withhold payroll taxes and any other government required deductions from the Employee's monthly salary. In addition, as an employee, the Consultant will be eligible for any government required or Company provided benefits.

(c) Should an Employment Agreement be drawn up it would offer Consultant a starting annual base salary with a bonus and benefits program in line with similar roles in the computer and bitcoin industries.

(d) Notwithstanding Section 2(a) hereof, the Company may terminate this Agreement at any time for "Cause". For purposes of this Agreement, "Cause," shall mean:

i. any fraud, misappropriation or embezzlement by the Consultant in connection with the Company's business;

ii. any conviction of or guilty plea to a felony or a gross misdemeanor by the Consultant that has or can be expected to have a detrimental effect on the Company or on the Consultant's ability to perform the Consultant's duties;

iii. any communication or disclosure by the Consultant that may result in potential harm or damage to the reputation or business prospects of the Company, as determined in the sole discretion of the Company; or

iv. a breach by the Consultant of the provisions of Section 5 or 6 hereof.

3. Duties.

a. The Consultant shall consult with management of the Company regarding the development of a 5 nanometer ASIC chip for bitcoin mining machines and a completed bitcoin mining system for the Company as requested by the Company's Board of Directors or Chief Executive Officer from time to time, and shall have the title of Chief Technology Officer of the Company during the Consulting Term; provided, however, that the fee payable to the Consultant pursuant to Section 4(a) hereof shall constitute consideration for any such service and the Consultant shall not be entitled to any additional compensation in respect of such service. The Consultant shall faithfully and competently perform such consulting services at such times and places and in such manner as the Board of Directors of the Company shall from time to time determine.

b. During the Consulting Term, the Consultant shall be required to provide as much of his time as reasonably required to achieve the mutually agreed to product development schedule and goals of the Company. The Consultant, during the term of this Agreement, may engage in other activities as he may see fit, so long as such activities do not interfere with the performance of the Consultant's duties pursuant to the terms of this Agreement and do not violate the terms of sections 5 or 6 herein.

c. Specifically, the Consultant will be responsible for the development of a 5 nanometer ASIC chip for bitcoin mining machines and a complete bitcoin mining machine that the Company can sell to bitcoin miners. The Consultant shall:

i. hire or contract an office staff and a team of technical engineers, developers and programmers as employees or contractors under the Company's wholly owned South Korean subsidiary company to be located in South Korea that will be the principal developer of the 5 nanometer ASIC chip and completed bitcoin mining system.

ii. arrange all items necessary for operations in South Korea, including an office, housing, transportation and any government requirements for the Company to adequately operate as a chip development company.

iii. oversee and manage all employees and contractors necessary to meet the Company's chip and system development budget and schedule.

4. Fees, Equity Compensation and Expenses.

a. Fees. During the Consulting Term, the Company shall pay the Consultant Sixteen Thousand, Six Hundred and Sixty-Six Dollars ($16,666.00) per month for providing as many hours of work necessary and reasonably required to meet the development schedule and achieve the mutually agreed to goals of the Company. The Fee amount shall be paid in cash twice monthly starting from after the Company has received a minimum of $3,500,000 in debt or equity financing for the Company's operations.

b. Equity Compensation. The Company shall, pursuant to a Restricted Stock Agreement to be enter into by the Company and Consultant, grant the Consultant Ten Million (10,000,000) shares of the Company's Common Stock at $0.001 per share, which will vest as follows:

i. Five Million (5,000,000) shares shall vest upon the completion of the first two phases of chip development, which include the "FPGA Simulation" and "Tape Out" of the planned 5 nanometer ASIC chip, and,

ii. Five Million (5,000,000) shares shall vest upon the completion of the next two phases of the chip development that include the completion of the Foundry Mask for production in the semiconductor foundry and initial production run of chips and the completion of a bitcoin mining system ready for sale to customers.

iii. Should the Company not raise enough capital to complete the Foundry Mask, initial production run of chips and completion of a bitcoin mining system ready for sale to customers within 6 months of completing the first two phases of development, then all Ten Million (10,000,000) shares shall be considered vested upon the completion of the first two milestones.

iv. notwithstanding the foregoing, none of the shares shall vest unless, at the time of vesting, the Consultant shall be providing services as a Consultant or Employee of Company.

c. Expenses. The Consultant shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business expenses incurred by the Consultant in the performance of the Consultant's duties hereunder in accordance with the Company's policies applicable (on and after the date hereof) thereto.

d. Withholding, Etc. In conformity with the Consultant's independent contractor status and without limiting any of the foregoing, the Consultant understands that no deduction or withholding for taxes or contributions of any kind shall be made by the Company. The Consultant agrees to accept exclusive liability for the payment of all self employment taxes or contributions for unemployment insurance or pensions or annuities or social security payments which are measured by the remuneration paid to the Consultant or the Consultant's agents, if any, as independent contractors and to reimburse and indemnify the Company for any such taxes or contributions or penalties which the Company may be compelled to pay as a result of the Consultant's non payment of the same as a self employed individual. The Consultant also agrees to take all action and comply with all applicable administrative regulations necessary for the payment by the Consultant of such.

5. Inventions and Confidential Information. The Consultant hereby covenants, agrees and acknowledges as follows:

(a) The Company is engaged in a continuous program of research, design, development, production, marketing and servicing with respect to its businesses.

(b) The Consultant's engagement hereunder creates a relationship of confidence and trust between the Consultant and the Company with respect to certain information pertaining to the business of the Company and its Affiliates (as hereinafter defined) or pertaining to the business of any client or customer of the Company or its Affiliates which may be made known to the Consultant by the Company or any of its Affiliates or by any client or customer of the Company or any of its Affiliates or learned by the Consultant during the period of Consultant's engagement by the Company.

(e) The Company possesses and will continue to possess information that has been created, discovered or developed by, or otherwise become known to it (including, without limitation, information created, discovered or developed by, or made known to, the Consultant during the period of Consultant's engagement or arising out of Consultant's engagement) or in which property rights have been or may be assigned or otherwise conveyed to the Company, which information has commercial value in the business in which the Company is engaged and is treated by the Company as confidential.

(f) Any and all inventions, products, discoveries, improvements, processes, manufacturing, marketing and services methods or techniques, formulae, designs, styles, specifications, data bases, computer programs (whether in source code or object code), know- how, strategies and data, whether or not patentable or registrable under copyright or similar statutes, made, developed or created by the Consultant (whether at the request or suggestion of the Company, any of its Affiliates, or otherwise, whether alone or in conjunction with others, and whether during regular hours of work or otherwise) during the period of Consultant's engagement by the Company which may pertain to the business, products or processes of the Company or any of its Affiliates (collectively hereinafter referred to as "Inventions"), will be promptly and fully disclosed by the Consultant to an appropriate executive officer of the Company (other than Consultant) without any additional compensation therefor, all papers, drawings, models, data, documents and other material pertaining to or in any way relating to any Inventions made, developed or created by Consultant as aforesaid. For the purposes of this Agreement, the term "Affiliate" or "Affiliates" shall mean any person, corporation or other entity directly or indirectly controlling or controlled by or under direct or indirect common control with the Company. For the purposes of this definition, "control" when used with respect to any person, corporation or other entity means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

(g) The Consultant will keep confidential and will hold for the Company's sole benefit any Invention which is to be the exclusive property of the Company under this Section 5 for which no patent, copyright, trademark or other right or protection is issued.

(h) The Consultant also agrees that the Consultant will not without the prior written consent of the Board of Directors of the Company (i) use for Consultant's benefit or disclose at any time during Consultant's engagement by the Company, or thereafter, except to the extent required by the performance by the Consultant of the Consultant's duties as a consultant of the Company, any information obtained or developed by the Consultant while engaged by the Company with respect to any Inventions or with respect to any customers, clients, suppliers, products, employees, financial affairs, or methods of design, distribution, marketing, service, procurement or manufacture of the Company or any of its Affiliates, or any confidential matter, except information which at the time is generally known to the public other than as a result of disclosure by the Consultant not permitted hereunder, or (ii) take with the Consultant upon termination of its engagement by the Company any document or paper relating to any of the foregoing or any physical property of the Company or any of its Affiliates.

(i) The Consultant acknowledges and agrees that a remedy at law for any breach or threatened breach of the provisions of this Section 5 would be inadequate and, therefore, agrees that the Company and its Affiliates shall be entitled to injunctive relief in addition to any other available rights and remedies in case of any such breach or threatened breach; provided, however, that nothing contained herein shall be construed as prohibiting the Company or any of its Affiliates from pursuing any other rights and remedies available for any such breach or threatened breach.

(j) The Consultant agrees that upon termination of Consultant's engagement with the Company at the end of the 5 nanometer ASIC chip and bitcoin mining machine system project, the Consultant shall immediately return to the Company all documents and other property in Consultant's possession belonging to the Company or any of its Affiliates.

(k) Without limiting the generality of Section 5 hereof, the Consultant hereby expressly agrees that the foregoing provisions of this Section 5 shall be binding upon the Consultant's partners, employees, successors and legal representatives.

(l) Non-Competition. (a) The term "Non-Compete Term" shall mean the period during which Consultant is engaged hereunder and the one-year period thereafter.

(m) During the Non-Compete Term:

i. the Consultant will not make any statement or perform any act intended to advance an interest of any direct competitor of the Company or any of its Affiliates in any way that will or may injure an interest of the Company or any of its Affiliates in its relationship and dealings with existing customers or clients, or knowingly solicit or encourage any employee of the Company or any of its Affiliates to do any act that is disloyal to the Company or any of its Affiliates or inconsistent with the interest of the Company or any of its Affiliate's interests or in violation of any provision of this Agreement;

ii. the Consultant will not discuss with any customers or clients of the Company or any of its Affiliates the present or future availability of services or products of a business, if the Consultant has or expects to acquire a proprietary interest in such business or is or expects to be a consultant, employee, officer or director of such business, where such services or products are directly competitive with services or products which the Company or any of its Affiliates provides;

iii. the Consultant will not make any statement or do any act intended to cause any customers or clients of the Company or any of its Affiliates to make use of the services or purchase the products of any directly competitive business in which the Consultant has or expects to acquire a proprietary interest or in which the Consultant is or expects to be made an employee, officer or director, if such services or products directly compete with the services or products sold or provided or expected to be sold or provided by the Company or any of its Affiliates to any customer or client; and

iv. the Consultant will not directly or indirectly (as a director, officer, employee, manager, consultant, independent contractor, advisor or otherwise) engage in direct competition with, or own any interest in, perform any services for, participate in or be connected with (i) any business or organization which engages in direct competition with the Company or any of its Affiliates in any geographical area where any business is presently

carried on by the Company or any of its Affiliates, or (ii) any business or organization which engages in direct competition with the Company or any of its Affiliates in any geographical area where any business shall be hereafter, during the period of the Consultant's engagement by the Company, carried on by the Company or any of its Affiliates, if such business is then being carried on by the Company or any of its Affiliates in such geographical area; provided, however, that the provisions of this Section 5(a) shall not be deemed to prohibit the Consultant's ownership of not more than one percent (1%) of the total shares of all classes of stock outstanding of any publicly held company. At the end of the Consultant's engagement, the Company, in good faith, shall provide to the Consultant a list of the Company's then-existing direct competitors, Affiliates, customers, businesses, organizations and others to which this Section 5 refers.

(n) During the Non-Compete Term, the Consultant will not directly or indirectly hire, engage, send any work to, place orders with, or in any manner be associated with any supplier, contractor, subcontractor or other person or firm which rendered services, or sold any products, to the Company or any of its Affiliates if such action by Consultant would have a material adverse effect on the business, assets or financial condition of the Company or any of its Affiliates.

(o) In connection with the foregoing provisions of this Section 5, the Consultant represents that Consultant's experience, capabilities and circumstances are such that such provisions will not prevent Consultant from earning a livelihood. The Consultant further agrees that the limitations set forth in this Section 5 (including, without limitation, any time or territorial limitations) are reasonable and properly required for the adequate protection of the businesses of the Company and its Affiliates. It is understood and agreed that the covenants made by the Consultant in this Section 5 (and in Section 6 hereof) shall survive the expiration or termination of this Agreement.

(p) For purposes of this Section 5, proprietary interest in a business is ownership, whether through direct or indirect stock holdings or otherwise, of one percent (1%) or more of such business.

(q) The Consultant acknowledges and agrees that a remedy at law for any breach or threatened breach of the provisions of this Section 5 would be inadequate and, therefore, agrees that the Company and any of its Affiliates shall be entitled to injunctive relief in addition to any other available rights and remedies in cases of any such breach or threatened breach; provided, however, that nothing contained herein shall be construed as prohibiting the Company or any of its Affiliates from pursuing any other rights and remedies available for any such breach or threatened breach.

6. Non-Assignability.

a. Neither this Agreement nor any right or interest hereunder shall be assignable by the Consultant or its legal representatives without the Company's prior written consent.

b. Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation or to exclusion, attachment, levy or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

7. Binding Effect. Without limiting or diminishing the effect of Section 7 hereof, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, legal representatives and assigns.

8. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and either delivered in person or sent by first class certified or registered mail, postage prepaid, if to the Company, at the Company's principal place of business, 11753 Willard Ave., Tustin, CA 92782, attention: Chief Executive Officer (with a copy to Pryor Cashman LLP, 7 Times Square, New York, New York 10036-6569, Attention: Eric M. Hellige, Esq.), and if to the Consultant, at Consultant's office address set forth above, or to such other address or addresses as either party shall have designated in writing to the other party hereto.

9. Severability. The Consultant agrees that in the event that any court of competent jurisdiction shall finally hold that any provision of Section 5 or 6 hereof is void or constitutes an unreasonable restriction against the Consultant, such provision shall not be rendered void but shall apply with respect to such extent as such court may judicially determine constitutes a reasonable restriction under the circumstances. If any part of this Agreement other than Section 5 or 6 is held by a court of competent jurisdiction to be invalid, illegible or incapable of being enforced in whole or in part by reason of any rule of law or public policy, such part shall be deemed to be severed from the remainder of this Agreement for the purpose only of the particular legal proceedings in question and all other covenants and

provisions of this Agreement shall in every other respect continue in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision.

10. Waiver. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

11. Entire Agreement; Modifications. This Agreement constitutes the entire and final expression of the agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended only by an instrument in writing signed by both parties hereto.

12. Jurisdiction. This Agreement and all issues and claims arising out of or relating in any way to this Agreement shall be governed exclusively by the laws of the State of California, including its statutes of limitations, without giving effect to any conflict of laws principles that would result in the application of the laws of any other jurisdiction. Any and all claims or disputes between the parties that arise from or relate or pertain in any way to this Agreement, to the parties' rights or obligations under this Agreement, to the subject matter of this Agreement, or the arbitrability of any such claim or dispute shall be resolved solely and exclusively by binding arbitration in Orange County, California before a single Arbitrator in a confidential arbitration proceeding to be conducted by JAMS in the English language pursuant to the JAMS International Arbitration Rules and Procedures. No person shall be eligible to serve as arbitrator in any such proceeding unless he or she shall have served as a state or federal Judge or Justice of a court within the State of California for at least five years. The prevailing party or parties to any such dispute shall be entitled to recover all of its or their reasonable attorneys' fees and other costs of the arbitration, and any related judicial proceedings, from the non-prevailing party or parties. Each party to this Agreement hereby consents irrevocably to the jurisdiction of the state and federal courts located in the State of California for the purpose of enforcing this agreement to arbitrate and for the purposes of any proceedings to confirm, vacate or modify any arbitration award rendered hereunder. Any party may also apply to any court anywhere in the world for the purpose of enforcing any such arbitration award.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Survival. The termination of Consultant's engagement hereunder shall not affect the enforceability of Sections 5 or 6.

15. Further Assurances. The parties agree to execute and deliver all such further instruments and take such other and further action as may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

16. Headings. The Section headings appearing in this Agreement are for purposes of easy reference and shall not be considered a part of this Agreement or in any way modify, amend or affect its provisions.

17. Electronic Signatures. Electronic signatures sent in a PDF file will be accepted as originals.

IN WITNESS WHEREOF, the Company and the Consultant have duly executed and delivered this Agreement as of the day and year first above written.

CALETHOS, INC.:

By: */s/Michael Campbell*
Name: Michael Campbell
Title: Chief Executive Officer

CONSULTANT:

By: */s/Hyuncheol Kim*
Name: Hyuncheol Kim

Exhibit 10.3

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is made and entered into as of September 15, 2021, by and among CalEthos Inc., a Nevada corporation (the "Company"), and the investor signatory hereto (the "Investor").

This Agreement is made pursuant to the Subscription Agreement, dated on or about September 1, 2021 among the Company and the Investor (the "Subscription Agreement") covering $3,850,000 aggregate principal amount of a Company's OID Convertible Promissory Note and a stock purchase warrant (the "Series A Warrant") to purchase up to 1,540,000 shares of common stock, par value $0.001 per share (the "Common Stock"), of the Company, which warrant, if exercised in full for cash, will result in the issuance to the Investor of a stock purchase warrant (the "Series B Warrant") to purchase up to 1,540,000 shares of Common Stock.

The Company and the Investor hereby agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein that are defined in the Subscription Agreements will have the meanings given such terms in the Subscription Agreements. As used in this Agreement, the following terms have the respective meanings set forth in this Section 1:

"Advice" has the meaning set forth in Section 7(d).

"Commission" means the U.S. Securities and Exchange Commission and any successor thereto.

"Commission Comments" means written comments pertaining solely to Rule 415 which are received by the Company from the Commission, and a copy of which shall have been provided by the Company to the Holders, to a filed Registration Statement which either (i) requires the Company to limit the amount of shares which may be included therein to a number of shares which is less than such amount sought to be included thereon as filed with the Commission or (ii) requires the Company to either exclude shares held by certain Holders or deem such Holders to be underwriters with respect to their Registrable Securities.

"Cut Back Shares" has the meaning set forth in Section 2(b).

"Effective Date" means as to (i) the initial Registration Statement required to be filed pursuant to Section 2(a), (ii) any additional Registration Statements required to be filed due to SEC Restrictions and/or (iii) a Registration Statement required to be filed under Section 2(c) the date on which such Registration Statement is first declared effective by the Commission; provided that the Company shall use its reasonable best efforts to cause the Effective Date of any such Registration Statement to occur as soon as possible following the date on which such Registration Statement is initially filed with the Commission.

"Effectiveness Period" means, as to any Registration Statement required to be filed pursuant to this Agreement, the period commencing on the Effective Date of such Registration Statement and ending on the earliest to occur of (a) the second anniversary of such Effective Date, (b) such time as all of the Registrable Securities covered by such Registration Statement have been publicly sold by the Holders of the Registrable Securities included therein, or (c) such time as all of the Registrable Securities covered by such Registration Statement may be sold by the Holders without volume restrictions pursuant to Rule 144, in each case as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the Company's transfer agent and the affected Holders.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Filing Date" means (a) with respect to the initial Registration Statement required to be filed pursuant to Section 2(a), the 90th day following the date on which the Company completes a financing of its debt or equity securities or gross proceeds of $10,000,000 or more, (b) with respect to any additional Registration Statements required to be filed due to SEC Restrictions, the 90th day following the applicable Restriction Termination Date and (c) with respect to a Registration Statement required to be filed under Section 2(c), the

90th day following the date on which the Company becomes eligible to utilize Form S-3 to register the resale of Common Stock; provided that, if the Filing Date falls on a Saturday, Sunday or any other day which shall be a legal holiday or a day on which the Commission is authorized or required by law or other government actions to close, the Filing Date shall be the following Business Day.

"Holder" or "Holders" means the registered holder or holders, as the case may be, from time to time of Registrable Securities.

"Indemnified Party" has the meaning set forth in Section 6(c).

"Indemnifying Party" has the meaning set forth in Section 6(c).

"Losses" has the meaning set forth in Section 6(a).

"New York Courts" means the state and federal courts sitting in the City of New York, Borough of Manhattan.

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Prospectus" means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"Registrable Securities" means: (i) the Shares, (ii) any shares of Common Stock issuable upon exercise of warrants issued to any placement agent or financial advisor as compensation in connection with the financing that is the subject of the Subscription Agreements ("Agent Warrant Shares"), and (iii) any securities issued or issuable upon any stock split, dividend or other distribution, recapitalization or similar event, or any exercise price adjustment with respect to any of the securities referenced in (i) or (ii) above; provided, however, following such time as any of the securities described in clauses (i), (ii) or (iii) above (a) have been sold by a Holder pursuant to a Registration Statement or Rule 144 or (b) may be sold by a Holder without volume restrictions pursuant to Rule 144, as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the Company's transfer agent and the affected Holders, then such securities shall cease to be considered "Registrable Securities" for purposes of this Agreement.

"Registration Statement" means the registration statement required to be filed in accordance with Section 2(a) and any additional registration statements required to be filed hereunder, including (in each case) the Prospectus, amendments and supplements to such registration statements or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference therein.

"Restriction Termination Date" has the meaning set forth in Section 2(b).

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 415" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 424" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"SEC Restrictions" has the meaning set forth in Section 2(b).

"Securities Act" means the Securities Act of 1933, as amended.

"Shares" means the shares of Common Stock issued or issuable upon conversion of the Notes or exercise of the Series A Warrants issued to the Investor pursuant to the Subscription Agreement and, if permitted by the rules of regulations of the Commission under the Securities Act, the shares of Common Stock issued or issuable upon exercise of the Series B Warrants issuable to the Investor.

2. Registration.

(a) On or prior to the applicable Filing Date, the Company shall prepare and file with the Commission a Registration Statement covering the resale of all Registrable Securities not already covered by an existing and effective Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415, on Form S-1 (or on such other form appropriate for such purpose). Such Registration Statement shall contain (except if otherwise required pursuant to written comments received from the Commission upon a review of such Registration Statement, other than as to the characterization of any Holder as an underwriter, which shall not occur without such Holder's written consent) the "Plan of Distribution" attached hereto as Annex A. The Company shall use its reasonable best efforts to cause such Registration Statement to be declared effective under the Securities Act as soon as possible and shall use its reasonable best efforts to keep the Registration Statement continuously effective during the entire Effectiveness Period. By 9:30 a.m. (New York City time) on the Business Day immediately following the Effective Date of such Registration Statement, the Company shall file with the Commission in accordance with Rule 424 under the Securities Act the final prospectus to be used in connection with sales pursuant to such Registration Statement (whether or not such filing is technically required under such Rule).

(b) Notwithstanding anything to the contrary contained in this Section 2, if the Company receives Commission Comments, and following discussions with and responses to the Commission in which the Company uses its reasonable best efforts and time to cause as many Registrable Securities for as many Holders as possible to be included in the Registration Statement filed pursuant to Section 2(a) without characterizing any Holder as an underwriter (and in such regard uses its reasonable best efforts to cause the Commission to permit the affected Holders or their respective counsel to participate in Commission conversations on such issue together with Company Counsel, and timely conveys relevant information concerning such issue with the affected Holders or their respective counsel), the Company is unable to cause the inclusion of all Registrable Securities, then the Company may, following not less than three (3) Trading Days prior written notice to the Holders (i) remove from the Registration Statement such Registrable Securities required by the Commission to be removed pursuant to the Commission Comments (the "Cut Back Shares") and/or (ii) agree to such restrictions and limitations on the registration and resale of the Registrable Securities, in each case as the Commission may require in order for the Commission to allow such Registration Statement to become effective; provided, that in no event may the Company name any Holder as an underwriter without such Holder's prior written consent (collectively, the "SEC Restrictions"). Unless the SEC Restrictions otherwise require, any cut-back imposed pursuant to this Section 2(b) shall be allocated first among the Agent Warrant Shares on a pro rata basis and then among the Shares of the Holders on a pro rata basis. From and after such time as the Company is able to effect the registration of the Cut Back Shares in accordance with any SEC Restrictions (such date, the "Restriction Termination Date"), all provisions of this Section 2 shall again be applicable to the Cut Back Shares (which, for avoidance of doubt, retain their character as "Registrable Securities") so that the Company will be required to file with and cause to be declared effective by the Commission such additional Registration Statements in the time frames set forth herein as necessary to ultimately cause to be covered by effective Registration Statements all Registrable Securities (if such Registrable Securities cannot at such time be resold by the Holders thereof without volume limitations pursuant to Rule 144).

(c) Promptly following any date on which the Company becomes eligible to use a registration statement on Form S-3 to register the Registrable Securities for resale, the Company shall file a registration statement on Form S-3 covering the Registrable Securities (or a post-effective amendment on Form S-3 to the then effective Registration Statement) and shall cause such Registration Statement to be filed by the Filing Date for such Registration Statement. The Company shall use its reasonable best efforts to cause such Registration Statement to be declared effective under the Securities Act as soon as possible and shall use its reasonable best efforts to keep the Registration Statement continuously effective under the Securities Act during the entire Effectiveness Period. Such Registration Statement shall contain (except if otherwise required pursuant to written comments received from the Commission upon a review of such Registration Statement, other than as to the characterization of any Holder as an underwriter, which shall not occur without such Holder's written consent) the "Plan of Distribution" attached hereto as Annex A. By 9:30 a.m. (New York City time) on the Business Day immediately following the Effective Date of such Registration Statement, the Company shall file with the Commission in accordance with Rule 424 under the Securities Act the final prospectus to be used in connection with sales pursuant to such Registration Statement (whether or not such filing is technically required under such Rule).

(d) Each Holder agrees to furnish to the Company a completed Questionnaire in the form attached to this Agreement as Annex B (a "Selling Holder Questionnaire"). Notwithstanding anything to the contrary contained herein, the Company shall not be required to include the Registrable Securities of a Holder in a Registration Statement who fails to furnish to the Company a fully completed Selling Holder Questionnaire at least two Trading Days prior to the Filing Date (subject to the requirements set forth in Section 3(a)).

3. Registration Procedures. In connection with the Company's registration obligations hereunder, the Company shall:

(a) Not less than four Trading Days prior to the filing of a Registration Statement or any related Prospectus or any amendment or supplement thereto, the Company shall furnish to each Holder copies of the "Selling Stockholders" section of such document, the "Plan of Distribution" and any risk factor contained in such document that addresses specifically this transaction or the Selling Stockholders, as proposed to be filed which documents will be subject to the review of such Holder. The Company shall not file a Registration Statement, any Prospectus or any amendments or supplements thereto in which the "Selling Stockholder" section thereof differs from the disclosure received from a Holder in its Selling Holder Questionnaire (as amended or supplemented). The Company shall not file a Registration Statement, any Prospectus or any amendments or supplements thereto in which it (i) characterizes any Holder as an underwriter, (ii) excludes a particular Holder due to such Holder refusing to be named as an underwriter (except as otherwise permitted in Section 2(b)), or (iii) reduces the number of Registrable Securities being registered on behalf of a Holder except pursuant to, in the case of subsection (iii), the Commission Comments, without, in each case, such Holder's express written authorization.

(b) (i) Prepare and file with the Commission such amendments, including post- effective amendments, to each Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement continuously effective as to the applicable Registrable Securities for its Effectiveness Period and prepare and file with the Commission such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities; (ii) cause the related Prospectus to be amended or supplemented by any required Prospectus supplement, and as so supplemented or amended to be filed pursuant to Rule 424; (iii) respond as promptly as reasonably possible to any comments received from the Commission with respect to each Registration Statement or any amendment thereto and, as promptly as reasonably possible provide the Holders true and complete copies of all correspondence from and to the Commission relating to such Registration Statement that would not result in the disclosure to the Holders of material and non-public information concerning the Company; and (iv) comply in all material respects with the provisions of the Securities Act and the Exchange Act with respect to the Registration Statement(s) and the disposition of all Registrable Securities covered by each Registration Statement.

(c) Notify the Holders as promptly as reasonably possible (and, in the case of (i)(A) below, not less than three Trading Days prior to such filing and in the case of (iii) below, on the same day of receipt by the Company of such notice from the Commission and, in the case of (v) below, not less than three Trading Days prior to the financial statements in any Registration Statement becoming ineligible for inclusion therein) and (if requested in writing by any such Person) confirm such notice in writing no later than one Trading Day following the day (i)(A) when a Prospectus or any Prospectus supplement or post- effective amendment to a Registration Statement is proposed to be filed; (B) when the Commission notifies the Company whether there will be a "review" of such Registration Statement and whenever the Commission comments in writing on such Registration Statement (the Company shall provide true and complete copies thereof and all written responses thereto to each of the Holders that pertain to the Holders as a Selling Stockholder or to the Plan of Distribution, but not information which the Company believes would constitute material and non-public information); and (C) with respect to each Registration Statement or any post-effective amendment, when the same has become effective; (ii) of any request by the Commission or any other Federal or state governmental authority for amendments or supplements to a Registration Statement or Prospectus or for additional information; (iii) of the issuance by the Commission of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and (v) of the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to such Registration Statement, Prospectus or other documents so that, in the case of such Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) Use its reasonable best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment.

(e) Furnish to each Holder, without charge, at least one conformed copy of each Registration Statement and each amendment thereto and all exhibits to the extent requested by such Person (including those previously furnished) promptly after the filing of such documents with the Commission.

(f) Promptly deliver to each Holder, without charge, as many copies of each Prospectus or Prospectuses (including each form of prospectus) and each amendment or supplement thereto as such Persons may reasonably request. The Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto.

(g) Prior to any public offering of Registrable Securities, register or qualify such Registrable Securities for offer and sale under the securities or Blue Sky laws of all jurisdictions within the United States as any Holder may request, to keep each such registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Registrable Securities covered by the Registration Statement(s).

(h) Cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to the Registration Statement(s), which certificates shall be free, to the extent permitted by the Subscription Agreements, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holders may request.

(i) Upon the occurrence of any event contemplated by Section 3(c)(v), as promptly as reasonably possible, prepare a supplement or amendment, including a post-effective amendment, to the affected Registration Statements or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, no Registration Statement nor any Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(j) Use its reasonable best efforts to cause all Registrable Securities relating to the Registration Statement to be listed or quoted on any securities exchange, quotation system or market, if any, on which similar securities issued by the Company are then listed or traded.

4. Allowable Delay. Notwithstanding anything to the contrary contained herein, as to any Registration Statement required to be filed pursuant to Section 2, for not more than an aggregate of 30 Trading Days (which need not be consecutive) during the Effectiveness Period of any such Registration Statement, the Company may delay the disclosure of material non-public information concerning the Company, by suspending the use of any Prospectus included in any such Registration Statement containing such material non-public information, the disclosure of which at the time is not, in the good faith opinion of the Company, in the best interests of the Company (an "Allowed Delay"); provided, that the Company shall promptly (a) notify the Holders in writing of the existence of (but in no event, without the prior written consent of a Holder, shall the Company disclose to such Holder any of the facts or circumstances regarding) such material non-public information giving rise to an Allowed Delay, (b) advise the Holders in writing to cease all sales under any such Registration Statement until the end of the Allowed Delay and (c) use commercially reasonable efforts to terminate an Allowed Delay as promptly as practicable.

5. Registration Expenses. All fees and expenses incident to the performance of or compliance with this Agreement by the Company shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses (A) with respect to filings required to be made with any Trading Market on which the Common Stock is then listed for trading, and (B) in compliance with applicable state securities or Blue Sky laws), (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities and of printing prospectuses if the printing of prospectuses is reasonably requested by the holders of a majority of the Registrable Securities included in the Registration Statement), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance, and (vi) fees and expenses of all other Persons retained by the Company in connection with

the consummation of the transactions contemplated by this Agreement and expenses of one counsel for the holders of Registrable Securities participating in such registration as a group (selected by the Holders of a majority of the Registrable Securities included in the registration). In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder.

6. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify and hold harmless each Holder, the officers, directors, agents, investment advisors, partners, members and employees of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, agents and employees of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable costs of preparation and reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, arising out of or relating to any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that (1) such untrue statements or omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in the Registration Statement, such Prospectus or such form of Prospectus or in any amendment or supplement thereto (it being understood that the Holder has approved Annex A hereto for this purpose) or (2) in the case of an occurrence of an event of the type specified in Section 3(c)(ii)-(v), the use by such Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of an Advice or an amended or supplemented Prospectus, but only if and to the extent that following the receipt of the Advice or the amended or supplemented Prospectus the misstatement or omission giving rise to such Loss would have been corrected. The Company shall notify the Holders promptly of the institution, threat or assertion of any Proceeding of which the Company is aware in connection with the transactions contemplated by this Agreement.

(b) Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising solely out of or based solely upon: (x) such Holder's failure to comply with the prospectus delivery requirements of the Securities Act or (y) any untrue statement of a material fact contained in any Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto, or arising solely out of or based solely upon any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading to the extent, but only to the extent that, (1) such untrue statements or omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in the Registration Statement (it being understood that the Holder has approved Annex A hereto for this purpose), such Prospectus or such form of Prospectus or in any amendment or supplement thereto or (2) in the case of an occurrence of an event of the type specified in Section 3(c)(ii)-(v), the use by such Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of an Advice or an amended or supplemented Prospectus, but only if and to the extent that following the receipt of the Advice or the amended or supplemented Prospectus the misstatement or omission giving rise to such Loss would have been corrected. In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "Indemnified Party"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "Indemnifying Party") in writing, and the Indemnifying Party shall assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof; provided, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent

jurisdiction (which determination is not subject to appeal or further review) that such failure shall have proximately and materially adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses; (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by counsel that a conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and such counsel shall be at the expense of the Indemnifying Party). The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

All fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within ten Trading Days of written notice thereof to the Indemnifying Party (regardless of whether it is ultimately determined that an Indemnified Party is not entitled to indemnification hereunder; provided, that the Indemnifying Party may require such Indemnified Party to undertake to reimburse all such fees and expenses to the extent it is finally judicially determined that such Indemnified Party is not entitled to indemnification hereunder).

(d) Contribution. If a claim for indemnification under Section 6(a) or 6(b) is unavailable to an Indemnified Party (by reason of public policy or otherwise), then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in Section 6(c), any reasonable attorneys' or other reasonable fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 6(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 6(d), no Holder shall be required to contribute, in the aggregate, any amount in excess of the amount by which the proceeds actually received by such Holder from the sale of the Registrable Securities subject to the Proceeding exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission.

The indemnity and contribution agreements contained in this Section are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties.

7. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Holder, of any of their obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Company and each Holder agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

(b) Compliance. Each Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it in connection with sales of Registrable Securities pursuant to the Registration Statement.

(c) Discontinued Disposition. Each Holder agrees by its acquisition of such Registrable Securities that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 3(c) and/or Section 4, such Holder will forthwith discontinue disposition of such Registrable Securities under the Registration Statement until such Holder's receipt of the copies of the supplemented Prospectus and/or amended Registration Statement or until it is advised in writing (the "Advice") by the Company that the use of the applicable Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus or Registration Statement. The Company may provide appropriate stop orders to enforce the provisions of this paragraph.

(d) Piggy-Back Registrations. If at any time during the Effectiveness Period there is not an effective Registration Statement covering all of the Registrable Securities and the Company shall determine to prepare and file with the Commission a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities, other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with stock option or other employee benefit plans, then the Company shall send to each Holder of Registrable Securities written notice of such determination and, if within fifteen calendar days after receipt of such notice, any such Holder shall so request in writing, the Company shall include in such registration statement all or any part of such Registrable Securities such Holder requests to be registered, subject to customary underwriter cutbacks applicable to all holders of registration rights.

(e) Amendments and Waivers. The provisions of this Agreement, including the provisions of this Section 7(f), may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and the Holders of no less than a majority in interest of the then outstanding Registrable Securities. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of certain Holders and that does not directly or indirectly affect the rights of other Holders may be given by Holders of at least a majority of the Registrable Securities to which such waiver or consent relates; provided, further that no amendment or waiver to any provision of this Agreement relating to naming any Holder or requiring the naming of any Holder as an underwriter may be effected in any manner without such Holder's prior written consent. Section 2(a) may not be amended or waived except by written consent of each Holder affected by such amendment or waiver.

(f) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile (provided the sender receives a machine-generated confirmation of successful transmission) at the facsimile number specified in this Section prior to 5:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number specified in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (c) the Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as follows:

If to the Company:

CalEthos Inc.
11753 Willard Avenue
Tustin, California 92782 Attn:
Chief Executive Officer Facsimile:
E-Mail: m1campbell@hotmail.com

With a copy to:

Pryor Cashman LLP
7 Times Square
New York, New York 10036 Attn:
Eric Hellige, Esq.

Facsimile: (212) 326-0806
E-Mail: ehellige@pryorcashman.com

If to an Investor:

To the address set forth for such Investor in the Subscription Agreement of such Investor.

If to any other Person who is then the registered Holder:

To the address of such Holder as it appears in the stock transfer books of the Company

or such other address as may be designated in writing hereafter, in the same manner, by such Person.

(g) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Holder. The Company may not assign its rights or obligations hereunder without the prior written consent of each Holder. Each Holder may assign their respective rights hereunder in the manner and to the Persons as permitted under the Subscription Agreements.

(h) Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

(i) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective Affiliates, employees or agents) will be commenced in the New York Courts. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any New York Court, or that such Proceeding has been commenced in an improper or inconvenient forum. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any Proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. If either party shall commence a Proceeding to enforce any provisions of this Agreement, then the prevailing party in such Proceeding shall be reimbursed by the other party for its attorney's fees and other costs and expenses incurred with the investigation, preparation and prosecution of such Proceeding.

(j) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

(k) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(l) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(m) Independent Nature of Investors' Obligations and Rights. The obligations of each Investor under this Agreement are several and not joint with the obligations of each other Investor, and no Investor shall be responsible in any way for the performance of the obligations of any other Investor under this Agreement. Nothing contained herein or in any Subscription Agreement or in any agreement referred to in any Subscription Agreement, and no action taken by any Investor pursuant thereto, shall be deemed to constitute the Investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement or any such other agreement. Each Investor acknowledges that no other Investor will be acting as agent of such Investor in enforcing its rights under this Agreement. Each Investor shall be entitled to independently protect and enforce its rights, including without limitation the rights arising out of this Agreement, and it shall not be necessary for any other Investor to be joined as an additional party in any Proceeding for such purpose. The Company acknowledges that each of the Investors has been provided with the same Registration Rights Agreement for the purpose of closing a transaction with multiple Investors and not because it was required or requested to do so by any Investor.

[*Remainder of this page intentionally left blank*.]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

CALETHOS INC.

By: */s/Michael Campbell*
Name: Michael Campbell
Title: Chief Executive Officer

[REMAINDER OF PAGE INTENTIONALLY LEFT
BLANK SIGNATURE PAGES OF INVESTORS TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

NANOSHA INVESTMENTS, LLC

By: */s/Sean Fortenot*
Name: Sean Fontenot
Title: Managing Member

Annex A

Plan of Distribution

The Selling Stockholders and any of their pledgees, donees, transferees, assignees and successors- in-interest may, from time to time, sell any or all of their shares of Common Stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These sales may be at fixed or negotiated prices. The Selling Stockholders may use any one or more of the following methods when selling shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits Investors;

- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- to cover short sales made after the date that this Registration Statement is declared effective by the Commission;
- broker-dealers may agree with the Selling Stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The Selling Stockholders may also sell shares under Rule 144 under the Securities Act, if available, rather than under this prospectus.

Broker-dealers engaged by the Selling Stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Stockholders (or, if any broker-dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated. The Selling Stockholders do not expect these commissions and discounts to exceed what is customary in the types of transactions involved.

The Selling Stockholders may from time to time pledge or grant a security interest in some or all of the Shares owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell shares of Common Stock from time to time under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act of 1933 amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus.

Upon the Company being notified in writing by a Selling Stockholder that any material arrangement has been entered into with a broker-dealer for the sale of Common Stock through a block trade, special offering, exchange distribution or secondary distribution or a purchase by a broker or dealer, a supplement to this prospectus will be filed, if required, pursuant to Rule 424(b) under the Securities Act, disclosing (i) the name of each such Selling Stockholder and of the participating broker-dealer(s), (ii) the number of shares involved, (iii) the price at which such the shares of Common Stock were sold, (iv)the commissions paid or discounts or concessions allowed to such broker-dealer(s), where applicable, (v) that such broker-dealer(s) did not conduct any investigation to verify the information set out or incorporated by reference in this prospectus, and (vi) other facts material to the transaction. In addition, upon the Company being notified in writing by a Selling Stockholder that a donee or pledgee intends to sell more than 500 shares of Common Stock, a supplement to this prospectus will be filed if then required in accordance with applicable securities law.

The Selling Stockholders also may transfer the shares of Common Stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

The Selling Stockholders and any broker-dealers or agents that are involved in selling the shares may be deemed to be "underwriters" within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Discounts, concessions, commissions and similar selling expenses, if any, that can be attributed to the sale of Shares will be paid by the Selling Stockholder and/or the purchasers. Each Selling Stockholder has represented and warranted to the Company that it acquired the securities subject to this Registration Statement in the ordinary course of such Selling Stockholder's business and, at the time of its purchase of such securities such Selling Stockholder had no agreements or understandings, directly or indirectly, with any person to distribute any such securities.

The Company has advised each Selling Stockholder that it may not use shares registered on this Registration Statement to cover short sales of Common Stock made prior to the date on which this Registration Statement shall have been declared effective by the Commission. If a Selling Stockholder uses this prospectus for any sale of the Common Stock, it will be subject to the prospectus delivery requirements of the Securities Act. The Selling Stockholders will be responsible to comply with the applicable provisions of the Securities Act and Exchange Act, and the rules and regulations thereunder promulgated, including, without limitation, Regulation M, as applicable to such Selling Stockholders in connection with resales of their respective shares under this Registration Statement.

The Company is required to pay all fees and expenses incident to the registration of the shares, but the Company will not receive any proceeds from the sale of the Common Stock. The Company has agreed to indemnify the Selling Stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

Annex B

CALETHOS INC.

Selling Securityholder Notice and Questionnaire

The undersigned beneficial owner of common stock (the "Common Stock"), of CalEthos Inc., a Nevada corporation (the "Company"), understands that the Company has filed or intends to file with the Securities and Exchange Commission (the "Commission") a Registration Statement for the registration and resale of the Registrable Securities, in accordance with the terms of the Registration Rights Agreement, dated as of September 1, 2021 (the "Registration Rights Agreement"), among the Company and the Investors named therein. A copy of the Registration Rights Agreement is available from the Company upon request at the address set forth below. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate:

QUESTIONNAIRE

1. Name.

(a) Full Legal Name of Selling Securityholder

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities Listed in Item 3 below are held:

(c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by the questionnaire):

2. Address for Notices to Selling Securityholder:

Telephone:

Fax:

Contact Person:

3. Beneficial Ownership of Registrable Securities:

Type and Principal Amount of Registrable Securities beneficially owned:

4. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes ☐ No ☐

Note: If yes, the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(b) Are you an affiliate of a broker-dealer?

Yes ☐ No ☐

(c) If you are an affiliate of a broker-dealer, do you certify that you bought the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes ☐ No ☐

Note: If no, the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

5. Beneficial Ownership of Other Securities of the Company Owned by the Selling Securityholder.

Except as set forth below in this Item 5, the undersigned is not the beneficial or registered owner of any securities of the Company other than the Registrable Securities listed above in Item 3.

Type and Amount of Other Securities beneficially owned by the Selling Securityholder:

6. Relationships with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

7. The Company has advised each Selling Stockholder that it may not use shares registered on the Registration Statement to cover short sales of Common Stock made prior to the date on which the Registration Statement is declared effective by the Commission, in accordance with 1997 Securities and Exchange Commission Manual of Publicly Available Telephone Interpretations SectionA.65. If

a Selling Stockholder uses the prospectus for any sale of the Common Stock, it will be subject to the prospectus delivery requirements of the Securities Act. The Selling Stockholders will be responsible to comply with the applicable provisions of the Securities Act and Exchange Act, and the rules and regulations thereunder promulgated, including, without limitation, Regulation M, as applicable to such Selling Stockholders in connection with resales of their respective shares under the Registration Statement.

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof and prior to the Effective Date for the Registration Statement.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 6 and the inclusion of such information in the Registration Statement and the related prospectus. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated: _____ Beneficial Owner: _____

By: _____
Name:
Title:

PLEASE E-MAIL OR FAX A COPY OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE, AND RETURN THE ORIGINAL BY OVERNIGHT MAIL, TO:

Pryor Cashman LLP
7 Times Square
New York, New York 10036
Attn: Eric Hellige, Esq.
E-Mail: ehellige@pryorcashman.com
Facsimile: (212) 326-0806

Cover	Aug. 17, 2021
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Document Type	8-K
Amendment Flag	false
Document Period End Date	Aug. 17, 2021
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Entity Central Index Key	0001174891
Entity Tax Identification Number	98-0371433
Entity Incorporation, State or Country Code	NV
Entity Address, Address Line One	11753 Willard Avenue
Entity Address, City or Town	Tustin
Entity Address, State or Province	CA
Entity Address, Postal Zip Code	92782
City Area Code	(714)
Local Phone Number	855-8100
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    "label": "Local Phone Number"
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        }
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         "label": "Security Exchange Name"
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       }
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         "label": "Security Reporting Obligation"
        }
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         "label": "Trading Symbol"
        }
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    "Subsection": "b"
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    "Publisher": "SEC",
    "Section": "12",
    "Subsection": "b-23"
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    "Section": "308",
    "Subsection": "a"
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    "Section": "220",
    "Subsection": "f"
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    "Section": "240",
    "Subsection": "f"
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    "Section": "13",
    "Subsection": "a-1"
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    "Number": "240",
    "Publisher": "SEC",
    "Section": "12",
    "Subsection": "b-2"
   },
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    "Number": "232",
    "Publisher": "SEC",
    "Section": "405"
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    "Publisher": "SEC",
    "Section": "425"
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    "Publisher": "SEC",
    "Section": "B",
    "Subsection": "2"
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    "Subsection": "d1-1"
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    "Section": "12, 13, 15d"
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    "Subsection": "d"
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    "Subsection": "12"
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