



CONFIDENTIALITY AGREEMENT

CalEthos, Inc., a Nevada corporation, together with its subsidiaries (“CalEthos”), and the undersigned, together with its affiliates (“Recipient”), in consideration of the mutual covenants set forth herein, hereby agree as follows:

1. In connection with discussions regarding a possible financing transaction involving CalEthos (the “Transaction”), it is acknowledged that CalEthos and its representatives and advisors may furnish the Recipient with certain information that CalEthos considers non-public, confidential or proprietary in nature concerning its operations (hereinafter “Information”), including without limitation, financial information, other information concerning CalEthos and its personnel, assets, prospects, products, designs, concepts, strategies, customers and operations and the fact that CalEthos is contemplating the Transaction.

2. With respect to any Information, Recipient shall (a) hold the Information in confidence, exercising a degree of care not less than the care used by it to protect its own proprietary or confidential information that it does not wish to disclose; (b) restrict disclosure of the Information solely to those directors, officers, managers, partners, employees or agents (collectively, “Representatives”) who are actively and directly participating in the evaluation of the Transaction and need to know the Information for the purpose of evaluating the Transaction, and not disclose it to any other person; (c) advise those Representatives to whom the Information is disclosed of their obligations with respect to the Information; and (d) use the Information only in connection with continuing correspondence, discussions and evaluation by the parties concerning the Transaction. The Recipient agrees to be responsible for any actions by its Representatives which are not in accordance with this Agreement.

3. The Information shall be deemed the property of CalEthos and, promptly upon request, the Recipient shall return or, at its option, destroy, all Information received in tangible form to CalEthos. In addition, at the request of CalEthos, Recipient shall promptly destroy that portion of the Information that consists of analyses, compilations, studies or other documents prepared by the Recipient or its Representatives. If the Recipient makes an unauthorized disclosure of the Information, it shall notify CalEthos immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Information. Recipient is permitted by CalEthos to retain one (1) copy of any document requested to be returned or destroyed, on a confidential basis, in order to comply with applicable laws, regulations and the Recipient’s bona fide document retention policies. Any information so retained shall remain subject to the terms of this Agreement for the duration of its existence.

4. The Recipient shall have no obligation to preserve the proprietary nature of any Information which (a) is or becomes generally available to the public by other than as a result of disclosure by the Recipient or its Representative in breach of this Agreement; (b) is developed by or on behalf of the Recipient independent of any Information (i) furnished under this Agreement and (ii) from a source who is known by Recipient to be bound by a confidentiality obligation to CalEthos; or (c) is, in the opinion of Recipient’s legal counsel, required to be disclosed by law or by any governmental agency having jurisdiction pursuant to an order to produce or in the course of a legal proceeding pursuant to a lawful request for discovery; provided, however, that if the Recipient is so advised of a requirement to disclose the Information, the Recipient shall, to the extent legally permissible, in the opinion of its legal counsel, promptly notify CalEthos of the order or request in discovery and provide commercially reasonable cooperation to CalEthos (at CalEthos’ sole expense) in the event CalEthos elects to intervene in the proceeding in which the order was entered or the request for discovery made for the purpose of limiting or avoiding such disclosure by any lawful means including, but not limited to, in camera review and protective order.

5. Neither this Agreement nor the disclosure of Information under this Agreement nor the ongoing discussions and correspondence between the parties shall constitute or imply a commitment or binding obligation between the parties or their respective affiliated companies, if any, regarding the Transaction. If, in the future, the parties elect to enter into binding commitments regarding the Transaction, such commitments will be explicitly stated in a separate written agreement executed by both parties, and the parties hereby affirm that they do not intend their discussions, correspondence, and other activities to be construed as forming a contract regarding the Transaction or any other transaction between them without execution of such separate written agreement.

6. Neither party is responsible or liable for any business decisions made or inferences drawn by the other party in reliance on this Agreement or in reliance on actions taken or disclosures made pursuant to this Agreement. Neither party solicits any changes in the business practices or services of the other, and no obligations

are incurred with regard to the accuracy of the observations of either party. CalEthos does not make any warranty, express or implied, with respect to the Information.

7. Recipient understands and acknowledges that the federal securities laws impose restrictions on its ability to purchase, sell, trade or otherwise transfer securities of CalEthos on the basis of material, non-public information until such time as such material, non-public information provided by CalEthos to Recipient becomes publicly available, and Recipient agrees to comply with any such restrictions.

8. The parties acknowledge that in the event of an unauthorized disclosure, the damages incurred by CalEthos may be difficult if not impossible to ascertain, and that CalEthos may seek injunctive relief as well as monetary damages against a party that breaches this Agreement. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Recipient without the prior written consent of CalEthos, which consent shall be granted or not according to CalEthos' sole discretion. There are no third-party beneficiaries of this Agreement. In case provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby. This Agreement shall supersede any and all confidentiality agreements that Recipient or its Representatives have heretofore entered into with CalEthos.

9. This Agreement shall remain in force for one (1) year from the date hereof; provided, such termination shall not relieve any party of any prior breach of this Agreement or from its obligations to comply with applicable securities laws, and further provided, with respect to any Information and other materials which are retained by Recipient in accordance with the paragraph 3 above, the obligations of the Recipient under this Agreement shall survive the termination of this Agreement until the later of one (1) year from the date hereof or such a date that the Recipient returns to CalEthos or destroys such retained copies of Information or other materials.

Each party represents that it has caused this Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein.

Executed this _____ day of _____, 2019.

RECIPIENT:

CALETHOS, INC.

By: _____
Name: Michael Campbell
Title: Chief Executive Officer

By: _____
Name:
Title: