CLEAN ENERGY TECHNOLOGIES, INC.

FORM 8-K
(Current report filing)

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SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **February 13, 2018**

CLEAN ENERGY TECHNOLOGIES, INC.

(Exact name of Company as specified in its charter)

Nevada	**333-125678**	**20-2675800**
(State or other jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification Number)

2990 Redhill Avenue
Costa Mesa, CA 92626
(Address of principal executive offices)

Phone: (949) 273-4990
(Company ' s Telephone Number)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Company 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 240.13e-4(c))

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 x
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. o

Clean Energy Technologies, Inc.
Current Report
Form 8-K

Item 1.01 – Entry into a Material Definitive Agreement

(a) Financing Agreements

On February 13, 2018, Clean Energy Technologies, Inc., a Nevada corporation (the " Registrant " or " Corporation ") entered into a Common Stock Purchase Agreement (" Stock Purchase Agreement ") by and between MGW Investment I Limited (" MGWI ") and the Corporation. The Corporation will receive $907,388 in exchange for the issuance of 302,462,667 restricted shares of the Corporation ' s common stock, par value $.001 per share (the " Common Stock ").

On February 13, 2018 the Corporation and Confections Ventures Limited. (" CVL ") entered into a Convertible Note Purchase Agreement (the " Convertible Note Purchase Agreement, " together with the Stock Purchase Agreement and the transactions contemplated thereunder, the " Financing ") pursuant to which the Corporation issued to CVL a convertible promissory Note (the " CVL Note ") in the principal amount of $939,500 with an interest rate of 10% per annum interest rate and a maturity date of February 13, 2020. The CVL Note is convertible into shares of Common Stock at $0.003 per share, as adjusted as provided therein.

As a condition to the Financing the Corporation, Kambiz Mahdi for himself and for a trust under his control (" Mahdi "), John Bennett (" Bennett ") and ETI Partners IV LLC (" ETI IV " together with Mahdi and Bennett, the " Stockholders ") entered into a Voting Agreement (the " Voting Agreement ") on February 13, 2018, whereby the Stockholders agreed to vote their shares in favor of the following proposals:

> (i) establish the Corporation ' s Board of Directors (" Board of Directors ") at five (5) directors or at such other number of directors as determined by a vote of a majority of the Board of Directors (ii) ratification and approval of the Financing, including, without limitation, the issuance of shares of Common Stock by the Corporation as provided therein, (iii) increase or decrease of the number of authorized shares of the Corporation as proposed by the Board of Directors, (iv) the employment agreements of Kambiz Mahdi and John Bennet (v) the appointment of four members of the Board of Directors, or their removal therefrom, as designated at any time by MGWI, (vi) the appointment or removal of one member of the Board of Directors as designated by the Chief Executive Officer of the Corporation, (vii) a reverse split of the outstanding Common Stock of the Corporation in an amount of up to 30:1, (viii) the filing and/or ratification of the filing of with the Securities and Exchange Commission of Form 14f-1, and (ix) an increase of shares of Common Stock that may be granted under the Corporation ' s equity incentive plan by 10,000,000 shares of Common Stock

(b) Settlement Agreements.

As a condition precedent to the Financing, on February 13, 2018, the Corporation and ETI IV for itself, as collateral agent and representative of the investors, entered into a Settlement and Release Agreement (" ETI IV Settlement

Agreement ”); wherein, the Corporation, Clean Energy HRS LLC (“ HRS ”) and ETI IV entered mutual releases to terminate and release the parties thereto from all liabilities and obligations arising under the Loan, Guarantee and Collateral Agreement, dated as of September 11, 2015 by and among ETI IV for itself and as collateral agent , HRS and the Corporation, the Senior Secured Convertible Note, dated September 15, 2015, in the principal amount of $4,500,100 (the “ ETI Promissory Note ”), Transaction Completion and Financing Agreement, dated as of September 11, 2015 by and among the Corporation, HRS, ETI IV and the investors identified therein, and the Registration Rights Agreement, dated as of September 11, 2015, by and among the Corporation, HRS, ETI IV The ETI IV Settlement Agreement provided for the waiver of all outstanding principal and interest under the ETI Promissory Note and release of all liens, and for the Corporation to issue 4,600,000 restricted shares to Li Guirong, and 9,200,000 restricted shares to Kambiz Mahdi. It also provided for ETI VI to transfer 20,400,000 shares of its common stock to Li Guirong and 6,800,000 shares to Kambiz Mahdi. ETI also agreed that any resale of the common stock of the Corporation will be restricted to 1% of the issued and outstanding common stock of the Corporation in any three-month period and volume restrictions in the event the Corporation ’ s common stock is traded on a national exchange.

On February 13, 2018, the Corporation, Reddot Investment, Inc (“ Reddot ”), Megawell USA Technology (“ Megawell ”), and Confections Ventures Limited (“ CVL ”) (“ Parties ”), entered into a Settlement and Release Agreement (“ Reddot Settlement Agreement ”); wherein, the Parties agreed to unwind various agreements involving the payments and transfer of rights of a convertible promissory note of the Corporation originally made to Peak One Opportunity Fund in the amount of $75,000. The Red Dot Settlement Agreement canceled and voided the Escrow Funding Agreement between the Corporation and Red Dot dated October 31, 2016 (the “ Escrow Agreement ”) and the Credit Agreement and Promissory Note between the Corporation and Megawell, dated as of December 31, 2016 (the “ Credit Agreement ”) The Parties entered into mutual releases from further obligations or liabilities under the Escrow Agreement and Credit Agreement. As part of the settlement, the Corporation entered into the Convertible Note Purchase Agreement with CVL.

(c) Promissory Note.

On February 8, 2018 the Corporation entered a Convertible Promissory Note in the principal amount of $153,123, due October 8, 2018, with an interest rate of 12% per annum payable to MGWI (the “ MGWI Note ”). The Confections Note is convertible into shares of the Corporation ’ s common stock at $0.003 per share, as adjusted as provided therein. As a result of the closing of the transactions contemplated by the Stock Purchase Agreement and Convertible Note Purchase Agreement, the MGWI Note must be redeemed by the Corporation in an amount that will permit CVL and MGWI and their affiliates to hold 65% of the issued and outstanding Common Stock of the Corporation on a fully diluted basis. The proceeds from the MGWI Note were used to redeem the convertible note of the Corporation to JSJ Investments, Inc. in the principal amount of $103,000 with an interest rate of 12% per annum, due April 25, 2018.

(d) Qualification by Reference.

The foregoing summary descriptions of the Stock Purchase Agreement, Convertible Note Purchase Agreement, CVL Note, ETI IV Settlement Agreement, Reddot Settlement Agreement, MGWI note, and the Voting Agreement are not complete and are qualified in their entirety by reference, to the full text of the Stock Purchase Agreement, a copy of which is included as Exhibit 10.20, to the full text of the Convertible Note Purchase Agreement, a copy of which is included as Exhibit 10.21, to the full text of the CVL Note, a copy of which is included as Exhibit 10.22, to the full text of the ETI IV Settlement Agreement, a copy of which is included as Exhibit 10.23, to the full text of the Reddot Settlement Agreement, a copy of which is included as Exhibit 10.24, to the full text of the MGWI note, a copy of which is included as Exhibit 10.25, to the full text of the Voting Agreement, a copy of which is included as Exhibit 4.04, to this Current Report on Form 8-K and all of which are incorporated into and made a part of this Item 1.01 by reference.

Item 1.02 – Termination of a Material Definitive Agreement

The information set forth in Item 1.01 (b) “ Entry into a Material Definitive Agreement ” of this Current Report on Form 8-K is incorporated into this Item 1.02 by this reference.

Item 2.03 – Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 " Entry into a Material Definitive Agreement " of this Current Report on Form 8-K is incorporated into this Item 2.03 by this reference.

Item 3.02 – Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 " Entry into a Material Definitive Agreement " of this Current Report on Form 8-K is incorporated into this Item 3.02 by this reference.

Item 5.01 – Changes in Control of Registrant.

The information set forth under Item 1.01 (a), (b) and (c) " Entry into a Material Definitive Agreement " of this report is incorporated by reference into this Item 5.01. As a result of the Financing MGWI and CVL and their affiliates will be the beneficial owners, as defined in Rule 13d-3 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, of in excess of fifty percent of the issued and outstanding Common Stock of the Corporation, as qualified by reference to such entities ' filings on Form 3 and Schedule 13-D with the Commission.

Item 5.02 – Departure Of Directors Or Principal Officers; Election Of Directors; Appointment Of Principal Officers

On February 8, 2018, Mr. John Bennett, William Maloney, Erin Falconer, Juha Rouvinen, Meddy Sahebi, and Robert Young resigned as the Corporation ' s Directors. Mr. John Bennett, William Maloney, Erin Falconer, Juha Rouvinen, Meddy Sahebi, and Robert Young as a condition to the closing of the funding under the Stock Purchase Agreement. Their resignations were not the result of any disagreement with the Corporation on any matter relating to the Corporation ' s operations, policies or practices. Their resignation letters are attached as exhibits as part of this Current Report on Form 8-K.

On February 13, 2018, the Corporation appointed Calvin Sean Pang, Jun Wang, Shuangan Lin, Yongsheng Lyu to serve on the Board of Directors. The new members of our Board of Directors are as follows:

Mr. Wang Jun, age: 51. Mr. Wang, is the current Chairman and Chief Executive Officer of Taiyu (Shenyang) Energy Technology Co., Ltd. and has held those positions since 2002. From 2008 -2012 Mr. Wang served as Chief Executive Officer and director of SmartHeat, Inc. Prior to that, he served as an executive at Beijing HTN Pipeline Equipment Co., Ltd. from 2000 to 2002 and Honeywell from 1996 to 1999. Mr. Wang graduated from Tsinghua University and obtained a master ' s degree in engineering.

Mr. Lin Shuangan. age: 30. Mr. Lin is the Deputy Chief Executive of Shanghai New Hope Data Technology Co., Ltd. where he has worked since 2015. Prior to that Mr. Lin, worked for New Hope Group Co., Ltd from 2012 to 2015 as a project manager for the chemical industry subsidiary. Mr. Lin graduated from De Montford University and obtained a bachelor ' s degree in business.

Mr. Lyu Yongsheng. age: 65. Mr. Lyu has acted as an independent project consultant for Taiyu (Shenyang) Energy Technology Co., Ltd. since 2009. From 2003 to 2009, he served as the Executive Director of the Mianyang City Civil Aviation Administration Greening Company. From 1996 to 2003, he was the General Manager of Mianyang Township Enterprise Supply and Marketing Corporation. Mr. Lyu graduated from Jilin University with a bachelor ' s degree in engineering.

Mr. Calvin Pang. age: 33. Since 2015 Mr. Pang has been the Managing Director of Megawell Capital Limited. From 2007 to 2015, he was a banker at UBS AG managing portfolios of Hong Kong and China based investors. Mr. Pang graduated from the Olin School of Business in Washington University in St. Louis with a bachelor ' s degree in business and finance.

The Corporation has not entered into any compensatory agreement with any of the newly appointed directors at this time but may do so in the future.

The directors ’ appointment will be effective upon the effective date of the Schedule 14F-1 filed by the Corporation with the Commission.

Item 5.03 – Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

Effective February 8, 2018, the Corporations ’ Board of Directors amended its By-Laws by adding Section 2.14 as follows:

> “ Section 2.14 OPT-OUT OF RESTRICTIONS ON ACQUISITIONS OF CONTROLLING INTEREST. The corporation shall not be governed by or subject to NRS 78.378 to 78.3793, inclusive, of the Nevada Revised Statutes. ”

The foregoing summary descriptions of the Amended Bylaws are attached hereto as Exhibit 3.03, to this current report on Form 8K and is incorporated into and made a part of this item 5.03 by reference.

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 of Exhibit
4.04	Voting Agreement, dated February 13, 2018 by and among, the Corporation, ETI IV, Kambiz Mahadi, John Bennett and the The Kambiz & Bahareh Mahdi Living Trust
10.20	Common Stock Purchase Agreement by and between MGW Investment I Limited and the Registrant, dated February 13, 2018.
10.21	Convertible Note Stock Purchase Agreement by and between the Registrant and Confections Ventures, Inc., dated February 13, 2018.
10.22	$939,500 Convertible Promissory Note by and between Confections Ventures, Inc. and the Registrant, dated February 13, 2018.
10.23	ETI IV LLC Settlement Agreement by and between the Registrant and ETI IV LLC, dated February 13, 2018.
10.24	Reddot Settlement Agreement by and between the Registrant and Reddot Investment Inc., dated February 13, 2018
10.25	$153,123 Convertible Promissory Note of the Corporation to MGW Investment I Limited, dated February 8, 2018
17.06	Letter of Resignation from Mr. John Bennett, dated February 14, 2018
17.07	Letter of Resignation from Mr. William Maloney, dated February 8, 2018
17.08	Letter of Resignation from Mrs. Erin Falconer, dated February 8, 2018
17.09	Letter of Resignation from Mr. Juha Rouvinen, dated February 8, 2018
17.10	Letter of Resignation from Mr. Meddy Sahebi, dated February 8, 2018
17.11	Letter of Resignation from Mr. Robert Young, dated February 14, 2018

SIGNATURE

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

Probe Manufacturing, Inc.

Date: February 14, 2018

By: */s/ Kambiz Mahdi*

Kambiz Mahdi

Chief Executive Officer

BYLAWS

OF

CLEAN ENERGY TECHNOLOGIES, INC.

(As Amended Through February 14, 2018)

ARTICLE I

OFFICES

Section 1.1 PRINCIPAL OFFICES. The board of directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of Nevada. If the principal executive office is located outside this state, and the corporation has one or more business offices in this state, the board of directors shall likewise fix and designate a principal business office in the State of Nevada.

Section 1.2 OTHER OFFICES. The board of directors may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 PLACE OF MEETINGS. Meetings of shareholders shall be held at any place within or outside the State of Nevada designated by the board of directors. In the absence of any such designation, shareholders ’ meetings shall be held at the principal executive office of the corporation.

Section 2.2 ANNUAL MEETINGS OF SHAREHOLDERS. The annual meeting of shareholders shall be held each year at a time designated by the board of directors. At each annual meeting, directors shall be elected and any other proper business may be transacted.

Section 2.3 SPECIAL MEETINGS. A special meeting of shareholders may be called at any time by the board of directors, or by the chairman of the board, or by the president, or by one or more shareholders holding shares in the aggregate entitled to cast not less than 10% of the votes at any such meeting.

If a special meeting is called by any person or persons other than the board of directors, the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the chairman of the board, the president, any vice president or the secretary of the corporation. The officer receiving such request forthwith shall cause notice to be given to the shareholders entitled to vote, in accordance with the provisions of Sections 2.4 and 2.5 of this Article II, that a meeting will be held at the time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph of this Section 2.3 shall be construed as limiting, fixing or affecting the time when a meeting of shareholders called by action of the board of directors may be held.

Section 2.4 NOTICE OF SHAREHOLDERS’ MEETINGS. All notices of meetings of shareholders shall be sent or otherwise given in accordance with Section 2.5 of this Article II not less than ten (10) nor more than sixty (60) days before the date of the meeting being noticed. The notice shall specify the place, date and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which the board of directors, at the time of giving the notice, intends to present for action by the shareholders. The notice of any meeting at which directors are to be elected shall include the name of any nominee or nominees, which, at the time of the notice, the board of directors intends to present for election.

If action is proposed to be taken at any meeting for approval of (i) a contract or transaction in which a director has a direct or indirect financial interest, pursuant to the corporate law of the State of Nevada (the “Corporations Code of Nevada” or the “Code”), (ii) an amendment of the Articles of Incorporation, pursuant to the Code, (iii) a reorganization of the corporation, pursuant to the Code, (iv) a voluntary dissolution of the corporation, pursuant to the Code, or (v) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to the Code, the notice shall also state the general nature of such proposal.

Section 2.5 MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE. Notice of any meeting of shareholders shall be given either personally or by first class mail or telegraphic or other written communication, charges prepaid, addressed to the shareholder at the address of such shareholder appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice. If no such address appears on the corporation’s books or is given, notice shall be deemed to have been given if sent by mail or telegram to the corporation’s principal executive office, or if published at least once in a newspaper of general circulation in the county where this office is located. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of written communication.

If any notice addressed to a shareholder at the address of such shareholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the shareholder at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the shareholder upon written demand of the shareholder at the principal executive office of the corporation for a period of one (1) year from the date of the giving of such notice.

An affidavit of the mailing or other means of giving any notice of any shareholder’s meeting shall be executed by the secretary, assistant secretary or any transfer agent of the corporation giving such notice, and shall be filed and maintained in the minute book of the corporation.

Section 2.6 QUORUM. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at a meeting of shareholders shall constitute a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 2.7 ADJOURNED MEETING AND NOTICE THEREOF. Any shareholders ' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at such meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at such meeting, except as provided in Section 2.6 of this Article II.

When any meeting of shareholders, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at a meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than forty-five (45) days from the date set for the original meeting, in which case the board of directors shall set a new record date. Notice of any such adjourned meeting shall be given to each shareholder of record entitled to vote at the adjourned meeting in accordance with the provisions of Sections 2.4 and 2.5 of this Article II. At any adjourned meeting, the corporation may transact any business that might have been transacted at the original meeting.

Section 2.8 VOTING. The shareholders entitled to vote at any meeting of shareholders shall be determined in accordance with the provisions of Section 2.11 of this Article II, subject to the provisions of the Corporations Code of Nevada (relating to voting shares held by a fiduciary, in the name of a corporation or in joint ownership). Such vote may be by voice vote or by ballot; provided, however, that all elections for directors must be by ballot upon demand by a shareholder at any election and before the voting begins. Any shareholder entitled to vote on any matter (other than elections of directors) may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder ' s approving vote is with respect to all shares such shareholder is entitled to vote. Except as provided in Section 2.6 of this Article II, the affirmative vote of a majority of the shares represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum) shall be the act of the shareholders, unless the vote of a greater number of voting by classes is required by the Corporations Code of Nevada or the Articles of Incorporation.

At a shareholders ' meeting involving the election of directors, no shareholder shall be entitled to cumulate votes (i.e., cast for any candidate a number of votes greater than the number of votes which such shareholder normally is entitled to cast) unless such candidate or candidates ' names have been placed in nomination prior to the voting and a shareholder has given notice at the meeting prior to the voting of the shareholder ' s intention to cumulate votes. If any shareholder has given such notice, then every shareholder entitled to vote may cumulate such shareholder ' s votes for candidates in nomination and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which such shareholder ' s shares are normally entitled, or distribute the shareholder ' s votes on the same principle among any or all of the candidates, as the shareholder thinks fit. The candidates receiving the highest number of affirmative vote up to the number of directors to be elected, shall be elected. Votes against a director and votes withheld shall have no legal effect.

Section 2.9 WAIVER OF NOTICE OR CONSENT BY ABSENT SHAREHOLDERS. The transactions at any meeting of shareholders, either annual or special, however called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to a holding of the meeting, or an approval of the minutes thereof. The waiver of notice, consent to the holding of the meeting or approval of the minutes thereof need not specify either the business to be transacted or the purpose of any annual or special meeting of shareholders, except that if action is taken or proposed to be taken for approval of any of those matters specified in the second paragraph of Section 2.4 of this Article II, the waiver of notice, consent to the holding of the meeting or approval of the meeting or approval of the minutes thereof shall state the general nature of such proposal. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a person at a meeting shall also constitute a waiver of notice of and presence at such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a wavier of any right to object to the consideration of matters required by the Corporations Code of Nevada to be included in the notice by which were not included in the notice, if such objection is expressly made at the meeting.

Section 2.10 SHAREHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. In the case of election of directors, such consent shall be effective only if signed by the holders of all outstanding shares entitled to vote for the election of directors; provided, however, that a director may be elected at any time to fill a vacancy not filled by the directors by the written consent of the holders of a majority of the outstanding shares entitled to vote for the election of directors. All such consents shall be filed with the secretary of the corporation and shall be maintained in the corporate records. Any shareholder giving a written consent, or the shareholder ' s proxy holders, or a transferee of the shares or a personal representative of the shareholder or their respective proxy holders, may revoke the consent by a writing received by the secretary of the corporation prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the secretary.

If the consents of all shareholders entitled to vote have not been solicited in writing, and if the unanimous written consent of all such shareholders shall not have been received, the secretary shall give prompt notice of the corporate action approved by the shareholders without a meeting to the extent required by Nevada law. Such notice shall be given in the manner specified in Section 2.5 of this Article II or in any other manner determined to be reasonable under the circumstances by an officer of the corporation. In the case of approval of (i) contracts or transactions in which a director has a direct or indirect financial interest, pursuant to the Corporations Code of Nevada, (ii) indemnification of agents of the corporation, pursuant to the Code, (iii) a reorganization of the corporation, pursuant to the Code, and (iv) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to the Code, such notice, to the extent required by Nevada law, shall be given at least ten (10) days before the consummation of any such action authorized by any such approval.

Section 2.11 RECORD DATE FOR SHAREHOLDER NOTICE, VOTING, AND GIVING CONSENTS. For purposes of determining the shareholders entitled to notice of any meeting or to vote or entitled to give consent to corporate action without a meeting, the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days prior to the date of any such meeting nor more than sixty (60) days prior to such action without a meeting, and in such case only shareholders at the close of business on the record date so fixed are entitled to notice and to vote or to give consents, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date fixed as aforesaid, except as otherwise provided in the Corporations Code of Nevada.

If the board of directors does not so fix a record date:

(a) The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived at the close of business on the business day next preceding the day on which the meeting is held.

(b) The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, (i) when no prior action by the board has been taken, shall be the day on which the first written consent is given, or (ii) when prior action of the board has been taken, shall be the close of business on the day on which the board adopts the resolution relating thereto, or the sixtieth (60th) day prior to the date of such other action, whichever is later.

Section 2.12 PROXIES. Every person entitled to vote for directors or on any other matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the secretary of the corporation. A proxy shall be deemed signed if the shareholder ' s name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission or otherwise) by the shareholder or the shareholder ' s attorney in fact. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the person executing it, prior to the vote pursuant thereto, by a writing stating that the proxy is revoked or by a subsequent proxy executed by the person executing the prior proxy and presented to the meeting, or as to any meeting by attendance at such meeting and voting in person by the person executing the proxy; or (ii) written notice of the death or incapacity of the maker of such proxy is received by the corporation before the vote pursuant thereto is counted; provided, however, that no such proxy shall be valid after the expiration of eleven (11) months from the date of such proxy, unless otherwise provided in the proxy. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of the Corporations Code of Nevada.

Section 2.13 INSPECTORS OF ELECTION. Before any meeting of shareholders, the board of directors may appoint any persons other than nominees for office to act as inspectors of election at the meeting or its adjournment. If no inspectors of election are so appointed, the chairman of the meeting may, and on the request of any shareholder or a shareholder ' s proxy shall, appoint inspectors of election at the meeting. The number of inspectors shall be either one (1) or three (3). If inspectors are appointed at a meeting on the request of one or more shareholders or proxies, the holders of a majority of shares or their proxies present at the meeting shall determine whether one (1) or three (3) inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the chairman of the meeting may, and upon the request of any shareholder or a shareholder ' s proxy shall, appoint a person to fill such vacancy.

The duties of these inspectors shall be as follows:

(a) Determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity and effect of proxies;

(b) Receive votes, ballots or consents;

(c) Hear and determine all challenges and questions in any way arising in connection with the right to vote;

(d) Count and tabulate all votes or consents;

(e) Determine when the polls shall close;

(f) Determine the result; and

(g) Do any other acts that may be proper to conduct the election or vote with fairness to all shareholders.

Section 2.14 OPT-OUT OF RESTRICTIONS ON ACQUISITIONS OF CONTROLLING INTEREST. The corporation shall not be governed by or subject to NRS 78.378 to 78.3793, inclusive, of the Nevada Revised Statutes.

ARTICLE III

DIRECTORS

Section 3.1 POWERS. Subject to the provisions of the Corporations Code of Nevada and any limitations in the Articles of Incorporation and these bylaws relating to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors.

Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the directors shall have the power and authority to:

(a) Select and remove all officers, agents, and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent with law, with the Articles of Incorporation or these bylaws, fix their compensation, and require from them security for faithful service.

(b) Change the principal executive office or the principal business office in the State of Nevada from one location to another; cause the corporation to be qualified to do business in any other state, territory, dependency or foreign country and conduct business within or outside the State of Nevada; designate any place within or without the State of Nevada for the holding of any shareholders ’ meeting, or meetings, including annual meetings; adopt, make and use a corporate seal, and prescribe the forms of certificates of stock, and alter the form of such seal and of such certificates from time to time as in their judgment they may deem best, provided that such forms shall at all times comply with the provisions of law.

(c) Authorize the issuance of shares of stock of the corporation from time to time, upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered, debts or securities cancelled or tangible or intangible property actually received.

(d) Borrow money and incur indebtedness for the purposes of the corporation, and cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities therefore.

Section 3.2 NUMBER AND QUALIFICATION OF DIRECTORS. The authorized number of directors shall be twelve (12); provided that such number shall decreased by one director (to a minimum of five (5) directors) for each director serving on the Board of Directors on September 30, 2015 who resigns as a director after such date (to a minimum of five (5) directors), such decrease in the authorized number of directors to be effective upon any such resignation; provided further that such authorized number, as possibly so decreased, shall remain in effect until further changed by a duly adopted amendment to the Articles of Incorporation or by an amendment to this bylaw adopted by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided further, however, that an amendment reducing the fixed number of directors to a number less than five (5) cannot be adopted if the votes cast against its adoption at a meeting, or the shares not consenting in the case of action by written consent, are equal to more than 16-2/3% of the outstanding shares entitled to vote.

Section 3.3 ELECTION AND TERM OF OFFICE OF DIRECTORS. Directors shall be elected at each annual meeting of the shareholders to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

Section 3.4 VACANCIES. Vacancies on the board of directors may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, except that a vacancy created by the removal of a director by the vote or written consent of the shareholders or by court order may be filled only by the vote of a majority of the shares represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum) or by the written consent of holders of a majority of the outstanding shares entitled to vote. Each director so elected shall hold office until the next annual meeting of the shareholders and until a successor has been elected and qualified.

A vacancy or vacancies in the board of directors shall be deemed to exist in the case of the death, resignation or removal of any director, or if the board of directors by resolution declares vacant the office of a director who has been declared of unsound mind by an order of court or convicted of a felony, or if the authorized number of directors be increased, or if the shareholders fail at any meeting of shareholders at which any director or directors are elected, to elect the full authorized number of directors to be voted for at that meeting.

The shareholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors, but any such election by written consent shall require the consent of a majority of the outstanding shares entitled to vote.

Any director may resign effective upon giving written notice to the chairman of the board, the president, the secretary or the board of directors, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation of a director is effective at a future time, the board of directors may elect a successor to take office when the resignation becomes effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

Section 3.5 PLACE OF MEETINGS AND TELEPHONIC MEETINGS. Regular meetings of the board of directors may be held at any place within or without the State of Nevada that has been designated from time to time by resolution of the board. In the absence of such designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the board shall be held at any place within or without the State of Nevada that has been designated in the notice of the meeting or, if not stated in the notice or there is no notice, at the principal executive office of the corporation. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in such meeting can hear one another, and all such directors shall be deemed to be present in person at such meeting.

Section 3.6 ANNUAL MEETING. Immediately following each annual meeting of shareholders, the board of directors shall hold a regular meeting for the purpose of organization, any desired election of officers and the transaction of other business. Notice of this meeting shall not be required.

Section 3.7 OTHER REGULAR MEETINGS. Other regular meetings of the

Section 3.7 OTHER REGULAR MEETINGS. Other regular meetings of the board of directors shall be held without call at such time as shall from time to time be fixed by the board of directors. Such regular meetings may be held without notice.

Section 3.8 SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board or the president or any vice president or the secretary or any two directors.

Notice of the time and place of special meetings shall be delivered personally or by telephone to each director or sent by first class mail or telegram, charges pre-paid, or electronic mail addressed to each director at his or her address or email address as it is shown upon the records of the corporation. In case such notice is mailed, it shall be deposited in the United States mail at least four (4) days prior to the time of the holding of the meeting. In case such notice is delivered personally, or by telephone, telegram, or electronic mail, it shall be delivered personally, by telephone, to the telegraph company, or by electronic mail at least twenty-four (24) hours prior to the time of the holding of the meeting; provided, however, that in the discretion of the executive chairman of the board, if there is one elected as provided in Section 5.1, notice by personal delivery, telephone, telegram, or electronic mail may be delivered as little as twelve (12) hours prior to the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated to either the director or to a person at the office or home of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at the principal executive office of the corporation.

Section 3.9 QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the provisions of the Corporations Code of Nevada (Approval of Contracts or Transactions in which a Director has a Direct or Indirect Material Financial Interest), (Appointment of Committees), and (Indemnification of Directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 3.10 WAIVER OF NOTICE. Notice of a meeting need not be given to any director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 3.11 ADJOURNMENT. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 3.12 NOTICE OF ADJOURNMENT. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of such time and place shall be given prior to the time of the adjourned meeting, in the manner specified in Section 3.8 of this Article III, to the directors who were not present at the time of the adjournment.

Section 3.13 ACTION WITHOUT MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to such action. Such action by written consent shall have the same force and effect as a unanimous vote of the board of directors. Such written consent or consents shall be filed with the minutes of the proceedings of the board.

Section 3.14 FEES AND COMPENSATION OF DIRECTORS. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement of expenses, as may be fixed or determined by resolution of the board of directors. Nothing contained herein shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for such services.

ARTICLE IV

COMMITTEES

Section 4.1 COMMITTEES OF DIRECTORS. The board of directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. The board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the authorized number of directors. Any such committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except with respect to:

(a) The approval of any action which, under the Corporations Code of Nevada, also requires shareholders ' approval or approval of the outstanding shares;

(b) The filing of vacancies on the board of directors or in any committee;

(c) The fixing of compensation of the directors for serving on the board or on any committee;

(d) The amendment or repeal of bylaws or the adoption of new bylaws;

(e) The amendment or repeal of any resolution of the board of directors which by its express terms is not so amendable or repealable;

(f) A distribution to the shareholders of the corporation, except at a rate or in a periodic amount or within a price range determined by the board of directors; or

(g) The appointment of any other committees of the board of directors or the members thereof.

Section 4.2 MEETINGS AND ACTION OF COMMITTEES. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article III of these bylaws, Sections 3.5 (Place of Meetings), 3.7 (Regular Meetings), 3.8 (Special Meetings and Notice), 3.9 (Quorum), 3.10 (Waiver of Notice), 3.11 (Adjournment), 3.12 (Notice of Adjournment) and 3.13 (Action without Meeting), with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members,, except that the time of regular meetings of committees may be determined by resolution of the board of directors as well as by resolution of the committee; special meetings of committees may also be called by resolution of the board of directors; and notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

ARTICLE V

OFFICERS

Section 5.1 OFFICERS. The officers of the corporation shall be a president, a secretary and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice-presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 5.3 of this Article V. Any number of officers may be held by the same person. The officers of the corporation shall include an executive chairman of the board, if one is elected by the stockholders, and if so elected, the executive chairman of the board shall also serve as the chairman of the board and all other senior officers of the corporation otherwise reporting to the board of directors shall report to the executive chairman of the board, in addition to the board of directors.

Section 5.2 ELECTION OF OFFICERS. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 5.3 or Section 5.5 of this Article V, shall be chosen by the board of directors, and each shall serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

Section 5.3 SUBORDINATE OFFICERS, ETC. The board of directors may appoint, and may empower the president to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the bylaws or as the board of directors may from time to time determine.

Section 5.4 REMOVAL AND RESIGNATION OF OFFICERS. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the board of directors, at any regular or special meeting thereof, or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation is without prejudice to the rights, if any, of the corporation, under any contract to which the officer is a party.

Section 5.5 VACANCIES IN OFFICES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

Section 5.6 CHAIRMAN OF THE BOARD. The chairman of the board, if such an officer be elected, shall, if present, preside at all meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the board of directors or prescribed by the bylaws. If there is no president, the chairman of the board shall be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 5.7 of this Article V.

Section 5.7 PRESIDENT. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction and control of the business and the officers of the corporation. He shall preside at all meetings of the shareholders and, in the absence of the chairman of the board, or if there be none, at all meetings of the board of directors. He shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the board of directors or the bylaws.

Section 5.8 VICE PRESIDENTS. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws, the president or the chairman of the board.

Section 5.9 SECRETARY. The secretary shall keep or cause to be kept, at the principal executive office or such other place as the board of directors may order, a book of minutes of all meetings and actions of directors, committees of directors and shareholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors ' and committee meetings, the number of shares present or represented at shareholders ' meetings, and the proceedings thereof.

The secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation ' s transfer agent or registrar, as is determined by resolution of the board of directors, a share register, or a duplicate share register, showing the names of all shareholders and their addresses, the number and classes of share held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The secretary shall give, or cause to be given, notice of all meetings of the shareholders and of the board of directors required by the bylaws or by law to be given, and he shall keep the seal of the corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by the bylaws.

Section 5.10 CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and shares. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the board of directors. He shall disburse the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all of his transactions as chief financial officer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

Section 6.1 INDEMNIFICATION – THIRD PARTY PROCEEDINGS. The corporation shall indemnify any person (the " Indemnitee ") who is or was a party or is threatened to be made a party to any proceedings (other than an action by or in the right of the corporation to procure a judgment in its favor) by reason of the fact that Indemnitee is or was a director or officer of the corporation, or any subsidiary of the corporation, and the corporation may indemnify a person who is or was a party or is threatened to be made a party to any proceedings (other than an action by or in the right of the corporation to procure a judgment in its favor) by reason of the fact that such person is or was an employee or other agent of the corporation (the " Indemnitee Agent ") by reason of any action or inaction on the part of the Indemnitee or Indemnitee Agent while an officer, director or agent or by reason of the fact that Indemnitee or Indemnitee Agent is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including subject to Section 6.19, attorneys ' fees and any expenses of establishing a right to indemnification pursuant to this Article VI or under Nevada law), judgments, fines, settlements (if such settlement is approved in advance by the corporation, which approval shall not be unreasonably withheld) and other amounts actually and reasonably incurred by Indemnitee or Indemnitee Agent in connection with such proceeding if Indemnitee or Indemnitee Agent acted in good faith and in a manner Indemnitee or Indemnitee Agent reasonably believed to be in or not opposed to the best interests of the corporation and, in the case of a criminal proceedings, if Indemnitee or Indemnitee Agent had no reasonable cause to believe Indemnitee ' s or Indemnitee Agent ' s conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that Indemnitee or Indemnitee Agent did not act in good faith and in a manner which Indemnitee or Indemnitee Agent reasonably believed to be in or not opposed to the best interests of the corporation, or with respect to any criminal proceedings, would not create a presumption that Indemnitee or Indemnitee Agent had reasonable cause to believe that Indemnitee ' s or Indemnitee Agent ' s conduct was unlawful.

Section 6.2 INDEMNIFICATION – PROCEEDINGS BY OR IN THE RIGHT OF THE CORPORATION. The corporation shall indemnify Indemnitee and may indemnify Indemnitee Agent if Indemnitee, or Indemnitee Agent, as the case may be, was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the corporation or any subsidiary of the corporation to procure a judgment in its favor by reason of the fact that Indemnitee or Indemnitee Agent is or was a director, officer, employee or other agent of the corporation, or any subsidiary of the corporation, by reason of any action or inaction on the part of Indemnitee or Indemnitee Agent while an officer, director or agent or by reason of the fact that Indemnitee or Indemnitee Agent is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including subject to Section 6.19, attorneys ' fees and any expenses of establishing a right to indemnification pursuant to this Article VI or under Nevada law) and, to the fullest extent permitted by law, amounts paid in settlement, in each case to the extent actually and reasonably incurred by Indemnitee or Indemnitee Agent acted in good faith and in a manner Indemnitee or Indemnitee Agent believed to be in or not opposed to the best interests of the corporation and its shareholders, except that no indemnification shall be made with respect to any claim, issue or matter to which Indemnitee (or Indemnitee Agent) shall have been adjudged to have been liable to the corporation in the performance of Indemnitee ' s or Indemnitee Agent ' s duty to the corporation and its shareholders, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, Indemnitee (or Indemnitee Agent) is fairly and reasonably entitled to indemnity for expenses and then only to the extent that the court shall determine.

Section 6.3 SUCCESSFUL DEFENSE ON MERITS. To the extent that Indemnitee (or Indemnitee Agent) without limitation has been successful on the merits in defense of any proceedings referred to in Sections 6.1 or 6.2 above, or in defense of any claim, issue or matter therein, the corporation shall indemnify Indemnitee (or Indemnitee Agent) against expenses (including attorneys ' fees) actually and reasonably incurred by Indemnitee (or Indemnitee Agent) in connection therewith.

Section 6.4 CERTAIN TERMS DEFINED. For purposes of this Article VI, references to " other enterprises " shall include employee benefit plans, references to " fines " shall include any excise taxes assessed on Indemnitee or Indemnitee Agent with respect to an employee benefit plan, and references to " proceeding " shall include any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative. References to

" corporation " include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation, so that any person who is or was a director, officer, employee, or other agent of such a constituent corporation or who, being or having been such a director, officer, employee or other agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving corporation as such person would if he or she had served the resulting or surviving corporation in the same capacity.

Section 6.5 ADVANCEMENT OF EXPENSES. The corporation shall advance all expenses incurred by Indemnitee and may advance all or any expenses incurred by Indemnitee Agent in connection with the investigation, defense, settlement (excluding amounts actually paid in settlement of any action, suit or proceeding) or appeal of any civil or criminal action, suit or proceeding referenced in Sections 6.1 or 6.2 hereof. Indemnitee or Indemnitee Agent hereby undertakes to repay such amounts advanced only if, and to the extent that, it shall be determined ultimately that Indemnitee or Indemnitee Agent is not entitled to be indemnified by the corporation as authorized hereby. The advances to be made hereunder shall be paid by the corporation (i) to Indemnitee within twenty (20) days following delivery of a written request therefore by Indemnitee to the corporation; and (ii) to Indemnitee Agent within twenty (20) days following the later of a written request therefore by Indemnitee Agent to the corporation and determination by the corporation to advance expenses to Indemnitee Agent pursuant to the corporation ' s discretionary authority hereunder.

Section 6.6 NOTICE OF CLAIM. Indemnitee shall, as a condition precedent to his or her right to be indemnified under this Article VI, and Indemnitee Agent shall, as a condition precedent to his or her ability to be indemnified under this Article VI, give the corporation notice in writing as soon as practicable of any claim made against Indemnitee or Indemnitee Agent, as the case may be, for which indemnification will or could be sought under this Article VI. Notice to the corporation shall be directed to the secretary of the corporation at the principal business office of the corporation (or such other address as the corporation shall designate in writing to Indemnitee). In addition, Indemnitee or Indemnitee Agent shall give the corporation such information and cooperation as it may reasonably require and as shall be within Indemnitee ' s or Indemnitee Agent ' s power.

Section 6.7 ENFORCEMENT RIGHTS. Any indemnification provided for in Sections 6.1 or 6.2 or 6.3 shall be made no later than sixty (60) days after receipt of the written request of Indemnitee. If a claim or request under this Article VI, under any statute, or under any provision of the corporation ' s Articles of Incorporation providing for indemnification is not paid by the corporation, or on its behalf, within sixty (60) days after written request for payment thereof has been received by the corporation, Indemnitee may, but need not, at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim or requests, and subject to Section 6.19, Indemnitee shall also be entitled to be paid for the expenses (including attorneys ' fees) of bringing such action. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in connection with any action, suit or proceeding in advance of its final disposition) that Indemnitee has not met the standards of conduct which make it permissible under applicable law for the corporation to indemnify Indemnitee for the amount claimed, but the burden of proving such defense shall be on the corporation, and Indemnitee shall be entitled to receive interim payments of expenses pursuant to Section 6.5 unless and until such defense may be finally adjudicated by court order or judgment for which no further right of appeal exists. The parties hereto intend that if the corporation contests Indemnitee ' s right to indemnification, the question of Indemnitee ' s right to indemnification shall be a decision for the court, and no presumption regarding whether the applicable standard has been met will arise based on any determination or lack of determination of such by the corporation (including its board or any subgroup thereof, independent legal counsel or its shareholders). The board of directors may, in its discretion, provide by resolution for similar or identical enforcement rights for any Indemnitee Agent.

Section 6.8 ASSUMPTION OF DEFENSE. In the event the corporation shall be obligated to pay the expenses of any proceeding against the Indemnitee (or Indemnitee Agent), the corporation, if appropriate, shall be entitled to assume the defense of such proceeding with counsel approved by Indemnitee (or Indemnitee Agent), which approval shall not be unreasonably withheld, upon the delivery to Indemnitee (or Indemnitee Agent) of written notice of its election so to do. After delivery of such notice, approval of such counsel by Indemnitee (or Indemnitee Agent) and the retention of such counsel by the corporation, the corporation will not be liable to Indemnitee (or Indemnitee Agent) under this Article VI for any fees of counsel subsequently incurred by Indemnitee (or Indemnitee Agent) with respect to the same proceeding, in any of which events then the fees and expenses of Indemnitee ' s (or Indemnitee Agent ' s) counsel shall be at the expense of the corporation. At all times, Indemnitee (or Indemnitee Agent) shall have the right to employ other counsel in any such proceeding at Indemnitee ' s (or Indemnitee Agent ' s) expense.

Section 6.9 APPROVAL OF EXPENSES. No expenses for which indemnity shall be sought under this Article VI, other than those in respect of judgments and verdicts actually rendered, shall be incurred without the prior consent of the corporation, which consent shall not be unreasonably withheld.

Section 6.10 SUBROGATION. In the event of payment under this Article VI, the corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee (or Indemnitee Agent), who shall do all things that may be necessary to secure such rights, including the execution of such documents necessary to enable the corporation effectively to bring suit to enforce such rights.

Section 6.11 EXCEPTIONS. Notwithstanding any other provision herein to the contrary, the corporation shall not be obligated pursuant to this Article VI:

(a) Excluded Acts. To indemnify Indemnitee (i) as to circumstances in which indemnity is expressly prohibited pursuant to Nevada law, or (ii) for any acts or omissions or transactions from which a director may not be relieved of liability pursuant to Nevada law; or

(b) Claims Initiated by Indemnitee. To indemnify or advance expenses to Indemnitee with respect to proceedings or claims initiated or brought voluntarily by Indemnitee and not by way of defense, except with respect to proceedings brought to establish or enforce a right to indemnification under this Article VI or any other statute or law or as otherwise required under the Corporations Code of Nevada, but such indemnification or advancement of expenses may be provided by the corporation in specific cases if the board of directors has approved the initiation of bringing of such suit; or

(c) Lack of Good Faith . To indemnify Indemnitee for any expenses incurred by the Indemnitee with respect to any proceeding instituted by Indemnitee to enforce or interpret this Article VI, if a court of competent jurisdiction determines that such proceeding was not made in good faith or was frivolous; or

(d) Insured Claims . To indemnify Indemnitee for expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, ERISA excise taxes or penalties, and amounts paid in settlement) which have been paid directly to Indemnitee by an insurance carrier under a policy of officers ’ and directors ’ liability insurance maintained by the corporation; or

(e) Claims Under Section 16(b) . To indemnify Indemnitee for expenses and the payment of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 16(b) of the Securities Exchange Act of 1934, as amended, or any similar successor statute.

Section 6.12 PARTIAL INDEMNIFICATION. If Indemnitee is entitled under any provision of this Article VI to indemnification by the corporation for some or a portion of the expenses, judgments, fines or penalties actually or reasonably incurred by the Indemnitee in the investigation, defense, appeal or settlement of any civil or criminal action, suit or proceeding, but not, however, for the total amount thereof, the corporation shall nevertheless indemnify Indemnitee for the portion of such expenses, judgments, fines or penalties to which Indemnitee is entitled.

Section 6.13 COVERAGE. This Article VI shall, to the extent permitted by law, apply to acts or omissions of (i) Indemnitee which occurred prior to the adoption of this Article VI if Indemnitee was a director or officer of the corporation, partnership, joint venture, trust or other enterprise, at the time such act or omission occurred; and (ii) Indemnitee Agent which occurred prior to the adoption of this Article VI if Indemnitee Agent was an employee or other agent of the corporation or was serving at the request of the corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise at the time such act or omission occurred. All rights to indemnification under this Article VI shall be deemed to be provided by a contract between the corporation and the Indemnitee in which the corporation hereby agrees to indemnify Indemnitee to the fullest extent permitted by law, notwithstanding that such indemnification is not specifically authorized by the corporation ’ s Articles of Incorporation, these Bylaws or by statute. Any repeal of modification of these Bylaws, the Corporations Code of Nevada or any other applicable law shall not affect any rights or obligations then existing under this Article VI. The provisions of this Article VI shall continue as to Indemnitee and Indemnitee Agent for any action taken or not taken while serving in an indemnified capacity even though the Indemnitee or Indemnitee Agent may have ceased to serve in such capacity at the time of any action, suit or other covered proceeding. This Article VI shall be binding upon the corporation and its successors and assigns and shall inure to the benefit of Indemnitee and Indemnitee Agent and Indemnitee ’ s and Indemnitee Agent ’ s estate, heirs, legal representatives and assigns.

Section 6.14 NON-EXCLUSIVITY. Nothing herein shall be deemed to diminish or otherwise restrict any rights to which Indemnitee or Indemnitee Agent may be entitled under the corporation ' s Articles of Incorporation, these Bylaws, any agreement, any vote of shareholders or disinterested directors, or under the laws of the State of Nevada.

Section 6.15 SEVERABILITY. Nothing in this Article VI is intended to require or shall be construed as requiring the corporation to do or fail to do any act in violation of applicable law. If this Article VI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify Indemnitee or Indemnitee Agent to the fullest extent permitted by any applicable portion of this Article VI that shall not have been invalidated.

Section 6.16 MUTUAL ACKNOWLEDGMENT. Both the corporation and Indemnitee acknowledge that in certain instances, Federal law or applicable public policy may prohibit the corporation from indemnifying its directors and officers under this Article VI or otherwise. Indemnitee understands and acknowledges that the corporation has undertaken or may be required in the future to undertake with the Securities and Exchange Commission to submit the question of indemnification to a court in certain circumstances for a determination of the corporation ' s right under public policy to indemnify Indemnitee.

Section 6.17 OFFICER AND DIRECTOR LIABILITY INSURANCE. The corporation shall, from time to time, make the good faith determination whether or not it is practicable for the corporation to obtain and maintain a policy or policies of insurance with reputable insurance companies providing the officers and directors of the corporation with coverage for losses from wrongful acts, or to ensure the corporation ' s performance of its indemnification obligations under this Article VI. Among other considerations, the corporation will weigh the costs of obtaining such insurance coverage against the protection afforded by such coverage. Notwithstanding the foregoing, the corporation shall have no obligation to obtain or maintain such insurance if the corporation determines in good faith that such insurance is not reasonably available, if the premium costs for such insurance are disproportionate to the amount of coverage provided, if the coverage provided by such insurance is limited by exclusions so as to provide an insufficient benefit, or if Indemnitee is covered by similar insurance maintained by a subsidiary or parent of the corporation.

Section 6.18 NOTICE TO INSURERS. If, at the time of the receipt of a notice of a claim pursuant to Section 6.6 hereof, the corporation has director and officer liability insurance in effect, the corporation shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The corporation shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

Section 6.19 ATTORNEYS ' FEES. In the event that any action is instituted by Indemnitee under this Article VI to enforce or interpret any of the terms hereof, Indemnitee shall be entitled to be paid all court costs and expenses, including reasonable attorneys ' fees, incurred by Indemnitee with respect to such action, unless as a part of such action, the court of competent jurisdiction determines that the action was not instituted in good faith or was frivolous. In the event of an action instituted by or in the name of the corporation under this Article VI, or to enforce or interpret any of the terms of this Article VI, Indemnitee shall be entitled to be paid all court costs and expenses, including attorneys ’ fees, incurred by Indemnitee in defense of such action (including with respect to Indemnitee ’ s counterclaims and cross-claims made in such action), unless as a part of such action the court determines that Indemnitee ’ s defenses to such action were not made in good faith or were frivolous. The board of directors may, in its discretion, provide by resolution for payment of such attorneys ’ fees to any Indemnitee Agent.

Section 6.20 NOTICE. All notices, requests, demands and other communications under this Article VI shall be in writing and shall be deemed duly given (i) if delivered by hand and receipted for by the addressee, on the date of such receipt, or (ii) if mailed by domestic certified or registered mail with postage prepaid, on the third business day after the date postmarked.

ARTICLE VII

RECORDS AND REPORTS

Section 7.1 MAINTENANCE AND INSPECTION OF SHARE REGISTER. The corporation shall keep at its principal executive office, or at the office of its transfer agent or registrar, if either be appointed and as determined by resolution of the board of directors, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of shares held by each shareholder.

A shareholder or shareholders of the corporation holding at least five percent (5%) in the aggregate of the outstanding voting shares of the corporation may (i) inspect and copy the records of shareholders ’ names and addresses and shareholdings during usual business hours upon five (5) days prior written demand upon the corporation, and/or (ii) obtain from the transfer agent of the corporation, upon written demand and upon the tender of such transfer agent ’ s usual charges for such list, a list of the shareholders ’ names and addresses, who are entitled to vote for the election of directors, and their shareholdings, as of the most recent record date for which such list has been compiled or as of a date specified by the shareholder subsequent to the date of demand. Such list shall be made available by the transfer agent on or before the later of five (5) days after the demand is received or the date specified therein as the date as of which the list is to be compiled. The record of shareholders shall also be open to inspection upon the written demand of any shareholder or holder of a voting trust certificate, at any time during usual business hours, for a purpose reasonably related to such holder ’ s interests as a shareholder or as the holder of a voting trust certificate. Any inspection and copying under this Section may be made in person or by an agent or attorney of the shareholder or holder of a voting trust certificate making such demand.

Section 7.2 MAINTENANCE AND INSPECTION OF BYLAWS. The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of Nevada at its principal business office in this state, the original or a copy of the bylaws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the corporation is outside this State and the corporation has no principal business office in this State, the secretary shall, upon the written request of any shareholder, furnish to such shareholder a copy of the bylaws as amended to date.

Section 7.3 MAINTENANCE AND INSPECTION OF OTHER

Section 7.3 MAINTENANCE AND INSPECTION OF OTHER CORPORATE RECORDS. The accounting books and records and minutes of proceedings of the shareholders and the board of directors and any committee or committees of the board of directors shall be kept at such place or places designated by the board of directors, or, in the absence of such designation, at the principal executive office of the corporation. The minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form. Such minutes and accounting books and records shall be open to inspection upon the written demand of any shareholder or holder of a voting trust certificate, at any reasonable time during usual business hours, for a purpose reasonably related to such holder ' s interests as a shareholder or as the holder of a voting trust certificate. Such inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts. The foregoing rights of inspection shall extend to the records of each subsidiary of the corporation.

Section 7.4 INSPECTION BY DIRECTORS. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the corporation and each of its subsidiary corporations. This inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 7.5 ANNUAL REPORT TO SHAREHOLDERS. The annual report to shareholders referred to in the Corporations Code of Nevada is expressly dispensed with, but nothing herein shall be interpreted as prohibiting the board of directors from issuing annual or other periodic reports to the shareholders of the corporation as they deem appropriate.

Section 7.6 FINANCIAL STATEMENTS. A copy of any annual financial statement and any income statement of the corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the corporation as of the end of each such period, that has been prepared by the corporation shall be kept on file in the principal executive office of the corporation for twelve (12) months and each such statement shall be exhibited at all reasonable times to any shareholder demanding an examination of any such statement or a copy shall be mailed to any such shareholder.

If no annual report for the last fiscal year has been sent to shareholders, the corporation shall, upon the written request of any shareholder made more than 120 days after the close of such fiscal year, deliver or mail to such shareholder, within thirty (30) days after such request a balance sheet as of the end of such fiscal year and an income statement and statement of changes in financial position for such fiscal year.

If a shareholder or shareholders holding at least five percent (5%) of the outstanding shares of any class of stock of the corporation make a written request to the corporation for an income statement of the corporation for the three-month, six-month or nine-month period of the then current fiscal year ended more than thirty (30) days prior to the date of the request and a balance sheet of the corporation as of the end of such period and, in addition, if no annual report for the last fiscal year has been sent to shareholders, a balance sheet as of the end of such fiscal year and an income statement and statement of changes in financial position for such fiscal year, then, the chief financial officer shall cause such statements to be prepared, if not already prepared, and shall deliver personally or mail such statement or statements to the person making the request within thirty (30) days after the receipt of such request.

Section 7.7 ANNUAL STATEMENT OF GENERAL INFORMATION. The corporation shall file annually with the Secretary of State of the State of Nevada, on the prescribed form, a statement setting forth the names and complete business or residence address of all incumbent directors, the number of vacancies on the board of directors, if any, the names and complete business or residence addresses of the chief executive officer, secretary and chief financial officer, the street address of its principal executive office or principal business office in this State and the general type of business constituting the principal business activity of the corporation for the purpose of service of process, all in compliance with the Corporations Code of Nevada.

ARTICLE VIII

GENERAL CORPORATE MATTERS

Section 8.1 RECORD DATE FOR PURPOSES OTHER THAN NOTICE AND VOTING. For purposes of determining the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action (other than action by shareholders by written consent without a meeting), the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) days prior to any such action, an in such case only shareholders of record on the date so fixed are entitled to receive the dividend, distribution or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date fixed as aforesaid, except as otherwise provided in the Corporations Code of Nevada.

If the board of directors does not so fix a record date, the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the board adopts the resolution relating thereto, or the sixtieth (60^{th}) day prior to the date of such action, whichever is later.

Section 8.2 CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution by the board of directors.

Section 8.3 CORPORATION CONTRACTS AND INSTRUMENTS; HOW EXECUTED. The board of directors, except as otherwise provided in these bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 8.4 CERTIFICATES FOR SHARES. A certificate or certificates of

Section 8.4 CERTIFICATES FOR SHARES. A certificate or certificates for shares of the capital stock of the corporation shall be issued to each shareholder when any such shares are fully paid, and the board of directors may authorize the issuance of certificates for shares as partly paid provided that such certificates shall state the amount of the consideration to be paid therefore and the amount paid thereon. All certificates shall be signed in the name of the corporation by the chairman of the board or vice chairman of the board or the president or a vice president and by the chief financial officer or an assistant treasurer or the secretary or any assistant secretary, certifying the number of shares and the class or series of shares owned by the shareholder. Any or all of the signatures on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of issue.

Section 8.5 LOST CERTIFICATES. Except as hereinafter in this Section provided, no new certificates for shares shall be issued in lieu of an old certificate unless the latter is surrendered to the corporation and cancelled at the same time. The board of directors may in case any share certificate or certificate for any other security is lost, stolen or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions as the board may require including provision for indemnification of the corporation secured by a bond or other adequate security sufficient to protect the corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

Section 8.6 REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The chairman of the board, the president, or any vice president, or any other person authorized by resolution of the board of directors by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority herein granted to said officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any such officer in person or by any person authorized to do so by proxy duly executed by said officer.

Section 8.7 CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Corporations Code of Nevada shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, and the term “ person ” includes both a corporation and a natural person.

ARTICLE IX

AMENDMENTS

Section 9.1 AMENDMENT BY SHAREHOLDERS. New bylaws may be adopted or these bylaws may be amended or repealed by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that if the Articles of

Incorporation of the corporation set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the Articles of Incorporation. The last sentence of Section 5.1 of the Bylaws may not amended except by action of the stockholders.

Section 9.2 AMENDMENT BY DIRECTORS. Subject to the rights of the shareholders as provided in Section 9.1 of this Article IX, bylaws, other than a bylaw or an amendment thereof changing the authorized number of directors, may be adopted, amended or repealed by the board of directors.

VOTING AGREEMENT

VOTING AGREEMENT , dated as of February 13, 2018 (this " **Agreement** "), by and among Clean Energy Technologies, Inc, a Nevada corporation (the " **Company** "), and each of the other parties signatory hereto (each a " **Stockholder** " and collectively, the **"** **Stockholders** ").

W I T N E S S E T H:

WHEREAS , concurrently with the execution of this Agreement, the Company, MGW Investment I Limited (" **MGWI** ") and Confections Ventures Limited (" **CVL** , ") are entering into a Securities Purchase Agreements and various agreements contemplated thereby (the " **Definitive Documents** " ;

WHEREAS , as a condition and inducement to the Company and the Investors entering into the Definitive Documents, the Company has required that the Stockholders agree, and the Stockholders have agreed, to enter into this Agreement and abide by the covenants and obligations with respect to the Covered Shares (as hereinafter defined) set forth herein.

NOW THEREFORE , in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I
GENERAL

Section 1.1 **Defined Terms** . The following capitalized terms, as used in this Agreement, shall have the meanings set forth below. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Securities Purchase Agreements.

" **Beneficial Ownership** " by a Person of any securities includes ownership by any other Person if such Person, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares with such other Person (i) voting power which includes the power to vote, or to direct the voting of, such security; and/or (ii) investment power which includes the power to dispose, or to direct the disposition, of such security; and shall otherwise be interpreted in accordance with the term " beneficial owner " as defined in Rule 13d-3 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the " **Exchange Act** "); provided that for purposes of determining Beneficial Ownership, a Person shall be deemed to be the Beneficial Owner of any securities which may be acquired by such

Person pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise (irrespective of whether the right to acquire such securities is exercisable immediately or only after the passage of time, including the passage of time in excess of 60 days, the satisfaction of any conditions, the occurrence of any event or any combination of the foregoing). The terms " **Beneficially Own** " , " **Beneficial Owner** " and " **Beneficially Owned** " shall have a correlative meaning.

" **Board of Directors** " means the Board of Directors of the Company and all committees thereof.

" **Common Stock** " means the common stock of the Company, par value $.001 per share.

" **Contract** " means any agreement, contract, commitment, undertaking, understanding, license, lease, indenture, instrument, obligation or other agreement, in each case, as from time to time amended, modified, restated or supplemented, and all attachments and exhibits thereto.

" **Covered Shares** " means, with respect to each Stockholder, (a) such Stockholder ' s Existing Shares; and (b) any shares of Common Stock or other voting capital stock of the Company and any securities convertible into or exercisable or exchangeable for shares of Common Stock or other voting capital stock of the Company, in each case, that such Stockholder or its affiliates acquire Beneficial Ownership of or any other interest in or otherwise acquire the right to vote with respect to, in each case, on or after the date hereof (this clause (b), collectively, " **New Shares** ").

" **Encumbrance** " means any security interest, pledge, mortgage, deed of trust, lien (statutory or other), charge, option to purchase, lease, or other right to acquire any interest or any claim, restriction, covenant, title defect, hypothecation, assignment, deposit arrangement, imperfection of title, condition, right of first offer or refusal, third party right or claim, or other encumbrance of any kind or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement).

" **Existing Shares** " means, with respect to each Stockholder, the shares of Common Stock Beneficially Owned or owned of record by such Stockholder and its affiliates or otherwise with respect to which such Stockholder or its affiliates has the right to vote.

" **Person** " means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity, or any group comprised of two or more of the foregoing.

" **Proposals** " means any proposal to be submitted to the stockholders of the Company at the Stockholders Meeting for the purpose of seeking approval of the stockholders of the Company for any or all of the following matters: (i) establish the Board of Directors at five (5) directors or at such other number of directors as determined by a vote of a majority of the Board of Directors (ii) ratification and approval of the Securities Purchase Agreements and the transactions contemplated therein, including, without limitation, the issuance of shares of Common Stock by the Company as provided therein, (iii) increase or decrease of the number of authorized shares of the Company as proposed by the Board of Directors, (iv) the employment agreements of Kambiz Mahdi and John Bennet (v) the appointment of four members of the Board of Directors, or their removal therefrom, as designated at any time by MGWI, (vi) the appointment or removal of one member of the Board of Directors as designated by the Chief Executive Officer of the Company, (vii) a reverse split of the outstanding Common Stock of the Company in an amount of up to 30:1, (viii) the filing and/or ratification of the filing of with the Securities and Exchange Commission of Form 14f-1, and (ix) an increase of shares of Common Stock that may be granted under the Company ' s equity incentive plan by 10,000,000 shares of Common Stock.

" **Securities Purchase Agreements** " means the Stock Purchase Agreement, dated as of the date hereof, between the Company and MGW Investment I Limited and the Convertible Note Purchase Agreement, dated as of the date hereof, between the Company and Confections Ventures Limited, as each may be amended from time to time.

" **Stockholders Meeting** " means any special or annual meeting of the stockholders of the Company where the stockholders of the Company are asked to vote on the Proposals.

" **Representatives** " means a Person ' s affiliates and its and their respective officers, directors, employees, partners, members, controlling persons, agents, advisors and other representatives.

" **Transfer** " means, directly or indirectly, to sell, transfer, lease, exchange, assign, pledge, encumber, tender, hypothecate or similarly dispose of (by merger, by testamentary disposition, by operation of law, by gift or otherwise), or otherwise create any Encumbrance on, either voluntarily or involuntarily, or to enter into any Contract, option or other arrangement or understanding (including any profit sharing arrangement) with respect to the sale, transfer, exchange, assignment, pledge, Encumbrance, hypothecation, tender or similar disposition of (by merger, by testamentary disposition, by operation of law, by gift or otherwise).

ARTICLE II
VOTING

Section 2.1 **Agreement to Vote** . Each Stockholder hereby agrees that during the term of this Agreement, at any Stockholders Meeting, or if requested pursuant to a written consent of the Stockholders, or any other meeting of stockholders of the Company called to vote on any one or all of the Proposals, on one or more occasions, and any other transactions contemplated thereby, however called, including, in each case, any adjournment or postponement thereof, or in connection with any written consent of the Stockholders, such Stockholder shall, and shall cause its affiliates to, in each case to the fullest extent that such Stockholder ' s Covered Shares are entitled to vote thereon or consent thereto:

(a) appear at each such meeting or otherwise cause such Stockholder ' s Covered Shares to be cast or provide such consent, in each case, in accordance with the applicable procedures relating thereto so as to ensure that all such Covered Shares are duly counted, including for purposes of calculating a quorum; and

(b) vote (or cause to be voted), in person or by proxy, or deliver (or cause to be delivered) an irrevocable written consent (coupled with an interest) covering, all of such Stockholder ' s Covered Shares (i) in favor of the approval of the Proposals (ii) in favor of the approval and ratification of the Definitive Documents and any other transactions contemplated thereby (including, without limitation, for the appointment to the board of directors of the nominees of MGWI) and any other action reasonably requested by any Investor or the Company in furtherance thereof; (iii) against any action, proposal, transaction or agreement that would reasonably be expected to result in the failure of the Proposals to be approved or any breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Definitive Documents, or of any Stockholder contained in this Agreement; and (iv) against any action, agreement or transaction that is intended, or could reasonably be expected, to materially impede, interfere with, delay, postpone, discourage or adversely affect the Stockholders Meeting, the Proposals or the adoption of the Definitive Documents or any of the other transactions contemplated thereby or by this Agreement or the performance by such Stockholder of its obligations under this Agreement, including, without limitation: (A) any extraordinary corporate transaction, such as a merger, consolidation, tender offer or other business combination involving the Company or its Subsidiaries or any shares of Common Stock or other equity interests or voting stock of the Company or its Subsidiaries (other than as expressly contemplated by the Definitive Documents); (B) a Transfer of a material amount of assets of the Company or any of its Subsidiaries or a reorganization, recapitalization, dissolution, winding-up or liquidation of the Company or any of its Subsidiaries; (C) an election of new members to the board of directors of the Company, other than the nominees to the board of directors of each Investor; (D) any change in the present capitalization or dividend policy of the Company or any amendment or other change to the Company ' s articles of incorporation or bylaws, except if approved by the Company and each Investor; or (E) any other material change in the Company ' s corporate structure or business. Each Stockholder covenants that it shall not, and shall cause its affiliates not to, commit or agree to take any action inconsistent with the foregoing.

Section 2.2 **No Inconsistent Agreements** . Each Stockholder hereby covenants and agrees that, except for this Agreement or as expressly permitted by Section 2.1 , such Stockholder and its affiliates (a) have not entered into, and shall not enter into at any time while this Agreement remains in effect, any voting agreement or voting trust (or similar agreement) with respect to such Stockholder ' s Covered Shares or any interest therein and (b), except as provided herein, have not granted, and shall not grant at any time while this Agreement remains in effect, a proxy, consent or power of attorney with respect to such Stockholder ' s Covered Shares or any interest therein.

Section 2.3 **Irrevocable Proxy and Power of Attorney .** Each Stockholder, except for each Investor, hereby constitutes and appoints as the proxies of Stockholder, and hereby grants a power of attorney to, MGWI or its designees, with full power of substitution, with respect to the matters set forth herein, including, without limitation, the voting arrangements described in Article II hereof, and hereby authorizes him to represent and vote, if and only if Stockholder (a) fails to vote, or (b) attempts to vote (whether by proxy, in person or by written consent) in a manner which is inconsistent with the terms of this Agreement, all of the Covered Shares of Stockholder and his Controlled Persons pursuant to and in accordance with the terms and provisions of this Agreement. Each of the proxy and power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the Company and Stockholder in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates with respect to such Stockholder. Stockholder hereto hereby revokes any and all previous proxies or powers of attorney with respect to any Company Securities and shall not hereafter, unless and until this Agreement terminates pursuant to **Article V** hereof, purport to grant any other proxy or power of attorney with respect to any Company Securities, deposit any Company Securities into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any Person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any Company Securities, in each case, with respect to any of the matters set forth herein.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDERS

Section 3.1 **Representations and Warranties of the Stockholders** . Each Stockholder, on behalf of itself and its affiliates, hereby represents and warrants to the Company and each Investor as follows:

(a) **Organization; Authorization; Validity of Agreement; Necessary Action** . Such Stockholder has the legal capacity and all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Stockholder and, assuming this Agreement constitutes a valid and binding obligation of the Company, constitutes a valid and binding obligation of such Stockholder, enforceable against it in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar laws affecting creditors ' rights and remedies generally. If such Stockholder is not a natural person, such Stockholder is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, and the execution and delivery by such Stockholder of this Agreement and the performance of its obligations hereunder and compliance with the terms hereof have been duly authorized by all necessary action on the part of such Stockholder, its governing body, members, shareholders and trustees, as applicable. If such Stockholder is married and the Covered Shares of such Stockholder constitute community property or if spousal or other approval is required for this Agreement to be legal, valid and binding, this Agreement has been duly authorized, executed and delivered by, and constitutes a valid and binding agreement of, such Stockholder ' s spouse, enforceable against such spouse in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar laws affecting creditors ' rights and remedies generally.

(b) **No Contravention .** The execution, delivery and performance of this Agreement by such Stockholder does not, and the consummation of the transactions contemplated hereby and compliance with the terms hereof, will not conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, termination, amendment, cancelation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Encumbrance upon any of the Covered Shares under, (i) any provision of any Contract to which such Stockholder is a party or by which any Covered Shares are bound; (ii) if such Stockholder is not a natural person, any trust or other organizational document of such Stockholder; or (iii) any order or any law, rule or regulation applicable to the Covered Shares. No consent, approval, order or authorization (collectively, "Consent") of, or registration, declaration or filing with, any governmental entity or other Person (including with respect to natural persons, any spouse, and with respect to trusts, any co-trustee or beneficiary) is required to be obtained or made by or with respect to such Stockholder in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby; provided, however, that following the execution, delivery and performance of this Agreement, Raging Capital and its affiliates will be required to amend their Schedule 13D with respect to their beneficial ownership of securities of the Company currently on file with the Securities and Exchange Commission to, among other things, describe the transactions contemplated hereby, include a copy of this Agreement as an exhibit thereto and update their beneficial ownership of securities of the Company resulting from the transactions contemplated hereby.

(c) **Ownership**. Such Stockholder's Existing Shares are, and all of such Stockholder's Covered Shares owned from the date hereof through the termination of this Agreement in accordance with Section 5.1 will be, Beneficially Owned or owned of record by such Stockholder (or its affiliates). Such Stockholder (or its affiliates) has good and marketable title to such Stockholder's Existing Shares (and will have good and marketable title to such Stockholder's Covered Shares), free and clear of any Encumbrances, except for any such Encumbrance that may be imposed pursuant to this Agreement and any applicable restrictions on transfer under the Securities Act of 1933, as amended (the "**Securities Act**") or any state securities laws. As of the date hereof, such Stockholder (and/or the affiliate set forth therein) is the record and Beneficial Owner of the Existing Shares set forth opposite the Stockholder's name on Schedule I hereto. As of the date hereof, such Stockholder's Existing Shares constitute all of the shares of Common Stock Beneficially Owned or owned of record by such Stockholder and its affiliates. Such Stockholder (together with its affiliates) has and will have at all times through the Closing Date sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth in ARTICLE II hereof, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of such Stockholder's Existing Shares and with respect to all of the Covered Shares Beneficially Owned (or owned of record) by such Stockholder and its affiliates at all times through the Closing Date. Except as set forth on Schedule I, such Stockholder and its affiliates do not: (i) Beneficially Own or own of record, or have the right to acquire, any shares of Common Stock or any shares of capital stock or other equity interests or voting securities of the Company, or any rights to acquire, or any securities that are convertible into, any of the foregoing; (ii) have any other interest in any, or any rights to acquire, or any securities that are convertible into, any shares of Common Stock or any shares of capital stock, other equity interests or voting securities of the Company; or (iii) have any voting rights with respect to any shares of Common Stock, or any shares of capital stock, or other equity interests or voting securities of the Company, or any rights to acquire, or any securities that are convertible into, any of the foregoing.

Section 3.2 **Representations and Warranties of the Company**. The Company hereby represents and warrants to each Stockholder and each Investor as follows:

(a) **Organization; Authorization; Validity of Agreement; Necessary Action**. The Company has the legal capacity and all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and, assuming this Agreement constitutes a valid and binding obligation of the Stockholders, constitutes a valid and binding obligation of the Company, enforceable against it in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar laws affecting creditors' rights and remedies generally. The Company is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, and the execution and delivery by the Company of this Agreement and the performance of its obligations hereunder and compliance with the terms hereof have been duly authorized by all necessary action on the part of the Company and its board of directors.

(b) **No Contravention**. The execution, delivery and performance of this Agreement by the Company does not, and the consummation of the transactions contemplated hereby and compliance with the terms hereof, will not conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, termination, amendment, cancelation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Encumbrance upon any of the assets or properties of the Company under, (i) any provision of any Contract to which the Company is a party or by which its assets and properties are bound; (ii) any organizational document of the Company; or (iii) any order or any law, rule or regulation applicable to the Company or its assets or properties, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation, default, lien, charge or encumbrance that would not, individually or in the aggregate, have a Material Adverse Effect. No Consent of, or registration, declaration or filing with, any governmental entity or other Person is required to be obtained or made by or with respect to the Company in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

ARTICLE IV
OTHER COVENANTS

Section 4.1 **Prohibition on Transfers, Other Actions**. Each Stockholder hereby agrees not to, and to cause its affiliates not to, (a) Transfer any of such Stockholder's Covered Shares or any interest therein to any Person or affiliates of such Person that will circumvent the terms of this Agreement; including, without limitation, any Transfer that will give such Person Beneficial Ownership in excess of 1% of the issued and outstanding Common Stock of the Company without such Transfer being reasonably acceptable to the Company and MGWI and without such transferee entering into a joinder to this Agreement in form and substance reasonably satisfactory to the Company and MGWI, (b) enter into any agreement, arrangement or understanding with any Person, or take any other action, that violates or conflicts with or would reasonably be expected to violate or conflict with, or result in or give rise to a violation of or conflict with, such Stockholder's representations, warranties, covenants and obligations under this Agreement; and (c) take any action that could restrict or otherwise affect such Stockholder's legal power, authority and right to comply with and perform such Stockholder's covenants and obligations under this Agreement. Any Transfer in violation of the foregoing Section 4.1(a) shall be null and void.

Section 4.**2** **Stock Dividends, etc**. In the event of a stock split, stock dividend or distribution, or any change in the Common Stock by reason of any split-up, reverse stock split, recapitalization, combination, reclassification, exchange of shares or the like, the terms "Existing Shares" and "Covered Shares" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

Section 4.3 **Further Assurances**. From time to time, at any Investor's or the Company's reasonable request and without further consideration, each Stockholder shall execute and deliver such additional documents and take all such further action as may be necessary or desirable to effect the actions and consummate the transactions contemplated by this Agreement.

Section 4.4 **New Shares**. Each Stockholder hereby covenants and agrees that such Stockholder shall deliver promptly to the Company and each Investor written notice of its acquisition of New Shares, which notice shall state the number of New Shares so acquired. Each Stockholder agrees that any New Shares acquired or purchased by such Stockholder and its affiliates shall be subject to the terms and conditions of this Agreement, including the representations and warranties set forth in ARTICLE III, and shall constitute Covered Shares to the same extent as if those New Shares were owned by such Stockholder and its affiliates on the date of this Agreement.

Section 4.5 **Class Action Opt Out**. Each Stockholder hereby covenants and agrees that such Stockholder shall not, and shall cause its affiliates not to, commence or join in, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against any Investor, the Company or any of their respective Affiliates or any of the foregoing ' s respective successors or directors (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement; or (b) alleging a breach of any fiduciary duty of any Person in connection with the evaluation, negotiation or entry into this Agreement or the Definitive Documents.

Section 4.6 **Board of Directors**. The Company agrees and covenants that at all such times as the MGWI, its Affiliates, transferees and assignees jointly own over 5% of the issued and outstanding Common Stock of the Company, it shall not take any action that will frustrate the intent of this Agreement, including, without limitation, the appointment and election of directors to the Board of Directors as provided herein. In addition to the foregoing, neither the Company nor Kambiz Mahdi, in his capacity as a director of the Company, shall take any material action on behalf of the Company which requires the approval of the Board of Directors without the written consent of the Investors until such time as the designees of MGWI are members of the Board of Directors.

ARTICLE V
MISCELLANEOUS

Section 5.1 **Termination**. This Agreement shall terminate and be of no further force or effect upon the later to occur of (a) at such time the Stockholder holds less than 2% of the issued and outstanding Common Stock of the Company or (b) at such the Stockholder is not an officer or director of the Company.

Section 5.2 **Stop Transfer Order**. In furtherance of this Agreement, each Stockholder hereby authorizes and instructs the Company to instruct its transfer agent to enter a stop transfer order with respect to all of such Stockholder ' s Covered Shares which shall become effective against such Stockholder ' s shares upon the reasonable determination by the Board of Directors that such Stockholder has breached a material term of this Agreement or the Definitive Documents. The Company agrees that as promptly as practicable after the date of this Agreement, it shall give such stop transfer instructions to the transfer agent for the Common Stock.

Section 5.3 **No Ownership Interest**. Nothing contained in this Agreement shall be deemed to vest in the Company or any other Person any direct or indirect ownership or incidence of ownership of or with respect to any Covered Shares. All rights, ownership and economic benefits of and relating to the Covered Shares shall remain vested in and belong to the applicable Stockholder, and neither the Company nor any Person shall have authority to direct any Stockholder in the voting or disposition of any of the Covered Shares, except as otherwise provided herein.

Section 5.5 **Notices**. All notices and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by facsimile or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 5.5):

(a) if to Company to:

Clean Energy Technologies, Inc
2990 Redhill Avenue
Costa Mesa
California, 92626
Attention: Kambiz Mahdi
email: KMahdi @cetyinc.com

(b) if to any Stockholder, then at the address set forth below its name on Schedule 1 hereto.

Section 5.6 **Interpretation**. The words " hereof, " " herein " and " hereunder " and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to this Agreement unless otherwise specified. Whenever the words " include, " " includes " or " including " are used in this Agreement, they shall be deemed to be followed by the words " without limitation. " The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 5.7 **Headings**. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 5.8 **Counterparts**. This Agreement may be executed by facsimile and in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

Section 5.9 **Entire Agreement**. This Agreement and, to the extent referenced herein, the Definitive Documents, together with the several agreements and other documents and instruments referred to herein or therein or annexed hereto or thereto, constitute the entire agreement, and supersede and cancel all prior and contemporaneous agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

Section 5.10 **Mutual Drafting**. Each party has participated in the drafting of this Agreement, which each party acknowledges is the result of extensive negotiations between the parties. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if it is drafted by all the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

Section 5.11 **Governing Law; Consent to Jurisdiction; Waiver of Jury Trial**.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

(b) Each of the parties irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns, shall be brought and determined exclusively in the Southern District of New York and any state appellate court therefrom within the State of New York located in New York City. Each of the parties hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the aforesaid courts. Each of the parties hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the aforesaid courts for any reason other than the failure to serve in accordance with this Section 5.11, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by the applicable Law, any claim that (i) the suit, action or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

(c) EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 5.12 **Amendment; Waiver.** This Agreement may not be amended except by an instrument in writing signed by the Company, each Investor and, to the extent such amendment relates to a Stockholder, such Stockholder. Each party may waive any right of such party hereunder by an instrument in writing signed by such party and delivered to the Company and the applicable Stockholder(s), *provided* that the Company may not waive any rights hereunder without the prior written consent of each Investor.

Section 5.13 **Specific Performance.** Each party agrees that irreparable damage may occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties and, in accordance with Section 5.15, each Investor, shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity.

Section 5.14 **Severability.** Any term or provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction, and if any provision of this Agreement is determined to be so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable, in all cases so long as neither the economic nor legal substance of the transactions contemplated hereby is affected in any manner materially adverse to any party or its stockholders. Upon any such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

Section 5.15 **Successors and Assigns; Third Party Beneficiaries.** Neither this Agreement nor any of the rights or obligations of any party under this Agreement shall be assigned, in whole or in part (by operation of law or otherwise), by any party without the prior written consent of the Company, each Investor and the Stockholders, except that, without such prior written consent of the Stockholders (but, for the avoidance of doubt, with the written consent of each Investor), the Company may assign this Agreement (in whole or in part) to any Person to which it assigns any of its rights or obligations under the Definitive Documents in accordance therewith. Subject to the foregoing, this Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except the provisions of this Agreement shall be for the benefit of, and directly enforceable by, each Investor.

[*Remainder of this page intentionally left blank*]

Signature Page to
Voting Agreement

IN WITNESS WHEREOF , the parties hereto have caused this Agreement to be signed (where applicable, by their respective officers or other authorized Person thereunto duly authorized) as of the date first written above.

COMPANY
CLEAN ENERGY TECHNOLOGIES, INC.

By:
Name: Kambiz Mahdi
Title: President and Chief Executive Officer

STOCKHOLDERS

THE KAMBIZ & BAHAREH MAHDI LIVING TRUST

By:
Name:
Shares

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Voting Agreement

KAMBIZ MAHDI

____

Shares

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ETI PARTNERS IV LLC

By: **ENERGY TECHNOLOGY INNOVATIONS INC., AS MANAGER** .

By: ______________________
Name: Meddy Sahebi
Title: President

Shares

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John Bennett

____

Shares

Schedule 1

Address For Notice of Stockholders

ETI PARTNERS IV LLC
Address:

Email:

THE KAMBIZ & BAHAREH MAHDI LIVING TRUST
Address:

Email:

KAMBIZ MAHDI
Address:

Email:

John Bennett
Address:

Email:

COMMON STOCK PURCHASE AGREEMENT

This COMMON STOCK PURCHASE AGREEMENT (the " **Agreement** ") is made and entered into as of the 13 th day of February 2018 between MGW Investment I Limited (the " **Investor** ") and Clean Energy Technologies, Inc., a Nevada corporation, (the " **Issuer** ").

WITNESSETH

Whereas, the Investor wishes to purchase 302,462,667 shares (the " **Shares** ") of the common stock of the Issuer, par value $0.001 per share (the " **Common Stock** ") for a purchase price equal to $907,388 (the " **Purchase Price** "), at a purchase price per share of $0.003; and

Whereas, the Issuer wishes to issue and sell the Shares to the Investor in exchange for the Purchase Price;

Now, therefore, the Issuer and Investor hereby agree as follows:

ARTICLE I

SALE AND PURCHASE OF THE SHARES

1.1 **Private Sale of Common Stock** . Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with applicable law, the Issuer agrees to issue and sell to the Investor, and the Investor agrees to purchase from the Issuer in a private sale, on the date hereof, the Shares for the Purchase Price. The Purchase Price shall be paid by a wire transfer in the amount of the Purchase Price from the Investor into an escrow account controlled by the Law Office of R.J. Newman, P.C. (the " **Escrow Agent** ") and disbursed to Issuer according to the written instructions of Investor until such time as the directors designated by Investors become members of the Board of Directors of the Issuer and thereafter as directed by a majority of members of the Finance Committee of the Board of Directors (" the Finance Committee ") pursuant to an Escrow Agreement substantially in the form of **Exhibit A** , attached hereto (the " **Escrow Agreement.** The Issuer shall cause certificates representing the Shares to be issued to the Investor upon delivery of the Purchase Price to the Escrow Agent by the Investor. The closing date (" Closing Date ") of the transactions contemplated by this Agreement shall be contemporaneously with the execution of this Agreement. The Purchase Price shall be adjusted downward and additional Shares shall be issued in the event that (i) the number of issued and outstanding shares on a fully diluted basis are greater than as represented by the Company herein, or (ii) after giving effect to additional issuance of 13,800,000 shares of Common Stock the Investor and its Affiliates hold less than 65% of the Company ' s issued and outstanding Common Stock on a fully diluted basis as measured at the date hereof. The Shares shall bear the following restrictive legend:

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE " ACT "), OR ANY STATE SECURITIES OR BLUE SKY LAWS AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE ASSIGNED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT

WITH RESPECT TO SUCH SECURITIES WHICH IS EFFECTIVE UNDER THE ACT OR (B) AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE ACT RELATING TO THE DISPOSITION OF SECURITIES, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES AND BLUE SKY LAWS.

1.2 **Representations of Issuer** . A Schedule of Exceptions, dated as of the date hereof and attached hereto as Exhibit B (the “ **Schedule of Exceptions** ”), shall be delivered to the Investor and as an exhibit to this Agreement with each exception being numbered correspondingly to representation in this Section 1.2. Except as set forth on the Schedule of Exceptions delivered to the Investor, the Issuer hereby represents and warrants to the Investor as follows:

1.2.1 **Absence of Liens** . The Shares are being conveyed to the Investor free and clear of any liens or encumbrances.

1.2.2 **Organization, Good Standing and Qualification**

. The Issuer and each of its Subsidiaries (as defined below), if any, is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, with full power and authority (corporate and other) to own, lease, use and operate its properties and to carry on its business as and where now owned, leased, used, operated and conducted. The Issuer and each of its Subsidiaries is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which its ownership or use of property or the nature of the business conducted by it makes such qualification necessary except where the failure to be so qualified or in good standing would not have a Material Adverse Effect. “ Material Adverse Effect ” means any material adverse effect on the business, operations, assets, financial condition or prospects of the Issuer or its Subsidiaries, if any, taken individually or as a whole, or on the transactions contemplated hereby or by the agreements or instruments to be entered into in connection herewith. “ Subsidiaries ” means any corporation or other organization, whether incorporated or unincorporated, in which the Issuer owns, directly or indirectly, any equity or other ownership interest.

1.2.3 **Authorization and Issuance of Shares** . The Issuer and its Subsidiaries have the requisite corporate power and authority to own and operate its properties and assets, to carry on their respective businesses as presently conducted. The Issuer has the requisite corporate power and authority to execute and deliver this Agreement, the Stockholders Agreement in substantially the form attached hereto as Exhibit C (the “ **Stockholders ’ Agreement** ”), the Settlement Agreement substantially in the Form attached hereto as Exhibit D (the “ **Settlement Agreement** ”), the convertible promissory note of the Issuer to Confections Ventures Limited substantially in the form of Exhibit E attached hereto (the “ **Convertible Promissory Note** ”) and the Accord and Satisfaction Agreement substantially in the form of Exhibit F, (the “ **Accord and Satisfaction** ” and together with this Agreement, the Stockholders Agreement, the Settlement Agreement and the Accord and Satisfaction, including all exhibits and schedules attached thereto and all other documents executed by the Issuer in connection with the transactions contemplated hereto, the “ **Agreements** ”), to issue and sell the Shares and to perform its obligations pursuant to the Agreements and no further consent or authorization of the Issuer, its Board of Directors, or its stockholders is required. The Shares, when issued in accordance with the terms of this Agreement, shall have been duly authorized and validly issued, and will be fully paid and non-assessable.

1.2.4 **Enforcement**

. This Agreement has been duly executed by the Issuer and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors ' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

1.2.5 **Capitalization** . Immediately prior to the issuance of the Shares, the authorized capital stock of the Issuer will consist of 800,000,000 shares of Common Stock, of which 237,010,794 are issued and outstanding and 713,575,737 shares as if issued on a fully diluted basis immediately prior to giving effect to the issuance of Common Stock under this Agreement. There are 10,000,000 shares of preferred stock authorized, par value $0.001 per share (the " **Preferred Stock** "), the terms and conditions of which may be established by the Board of Directors in the future. There are 15,000 shares of Series D Preferred Stock authorized and 7,500 shares of Series D Preferred Stock issued and outstanding on the date hereof, constituting the only shares of Preferred Stock that are issued and outstanding on the date hereof. The Issuer is authorized to issue 440 shares of Series A Preferred Stock, 20,000 shares of Series B Preferred Stock, 15,000 shares of Series C Preferred Stock. The Common Stock has the rights, preferences, privileges and restrictions set forth in the Restated Certificate.

1.2.5.1 **Exhibit G** . Exhibit G sets forth the capitalization of the Issuer and its Subsidiaries immediately following the issuance of the Shares listing (i) all officers, directors and any stockholder holding over 4.9% of the issued and outstanding shares of Common Stock on the date hereof (ii) all convertible debt, warrants options or any other convertible securities issued by the Issuer and the names of the holder of each such security. No person other than those set forth in Exhibit G owns any such securities or capital stock of the Issuer or its Subsidiaries as of the date of this Agreement, or otherwise has any claim on any equity ownership of the Issuer or any of its subsidiaries.

1.2.5.2 **Rights and Agreements** . No shares of capital stock of the Issuer or any Subsidiaries are subject to preemptive rights or any other similar rights of the shareholders of the Issuer or any liens or encumbrances imposed through the actions or failure to act of the Issuer. Except as disclosed in Exhibit B, as of the Closing Date, (i) there are no other outstanding options, warrants, scrip, rights to subscribe for, puts, calls, rights of first refusal, agreements, understandings, claims or other commitments or rights of any character whatsoever relating to, or securities or rights convertible into or exchangeable for any shares of capital stock of the Issuer or any of its Subsidiaries, or arrangements by which the Issuer or any of its Subsidiaries is or may become bound to issue additional shares of capital stock of the Issuer or any of its Subsidiaries, (ii) there are no agreements or arrangements under which the Issuer or any of its Subsidiaries is obligated to register the sale of any of its or their securities under the Securities Act (as defined below) and (iii) there are no anti-dilution or price adjustment provisions contained in any security issued by the Issuer (or in any agreement providing rights to security holders) that will be triggered by the issuance of the Shares.

1.2.5.3 **Exemptions** . The Issuer has filed in its SEC Documents true and correct copies of

1.2.5.3 **Formation** . The Issuer has filed in its SEC Documents true and correct copies of the Issuer ' s Certificate of Incorporation as in effect on the date hereof (" Certificate of Incorporation "), the Issuer ' s By-laws, as in effect on the date hereof (the " By-laws "), and the terms of all securities convertible into or exercisable for Common Stock of the Issuer and the material rights of the holders thereof in respect thereto.

1.2.6 **Material Liabilities** . Except as provided in the Schedule of Exceptions, the Issuer and its Subsidiaries have no liability, guaranty, commitment or obligation, absolute or contingent (individually or in the aggregate) (each a " **Liability,** " collectively " **Liabilities** "), except (i) Liabilities incurred after the date of incorporation in the ordinary course of business that are not material, individually or in the aggregate, and (ii) obligations under contracts made in the ordinary course of business that would not be required to be reflected in financial statements prepared in accordance with generally accepted accounting principles.

1.2.7 **Material Contracts** . The Issuer and its Subsidiaries have no written agreement with a value in excess of $10,000 (the " **Material Contracts** ") except as set forth in the Schedule of Exceptions. Each Material Contract set forth on the Schedule of Exceptions are valid, binding and in full force and effect in all material respects, subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and the rules of law governing specific performance, injunctive relief and other equitable remedies. Except as set forth in the Schedule of Exceptions, neither the Issuer nor any Subsidiaries are in default of any Material Contract.

1.2.8 **Intellectual Property** . The Issuer and each of its Subsidiaries owns or possesses sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses (software or otherwise), information, processes and similar proprietary rights (" **Intellectual Property** ") necessary to the business of the Issuer and its Subsidiaries as presently conducted and as currently proposed to be conducted. Except for as set forth in the Schedule of Exceptions and for standard end-user license agreements, support/maintenance agreements and agreements entered in the ordinary course of the Issuer ' s and Subsidiaries business, there are no outstanding licenses or agreements relating to the Intellectual Property, and the Issuer and Subsidiaries are not bound by or a party to any licenses or agreements with respect to the Intellectual Property of any other person or entity. The Issuer and Subsidiaries have not received any written communication alleging that the Issuer or Subsidiaries has violated, or by operating its respective businesses would violate, any of the Intellectual Property of any other person or entity. The Issuer and its Subsidiaries have obtained and possesses valid licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its employees for their use in connection with the Issuer ' s business. To the Issuer ' s knowledge, other than inventions properly assigned to the Issuer and Subsidiaries, it will not be necessary to use any inventions of any of its employees or consultants made prior to their employment or consulting relationship with the Issuer or Subsidiaries.

1.2.9 **Title to Properties and Assets; Liens** . Except as set forth in the Schedule of Exceptions, the Issuer and Subsidiaries have good and marketable title to their respective properties and assets, and have good title to all leasehold interests, in each case subject to no material mortgage, pledge, lien, lease, encumbrance or charge, other than (i) liens for current taxes not yet due and payable, (ii) liens imposed by law and incurred in the ordinary course of business for obligations not past due, (iii) liens in respect of pledges or deposits under workers' compensation laws or similar legislation, and (iv) liens, encumbrances and defects in title which do not in any case materially detract from the value of the property subject thereto or could not reasonably be expected to have a Material Adverse Effect, and which have not arisen otherwise than in the ordinary course of business.

1.2.10 **Compliance with Other Instruments** . Neither the Issuer nor its Subsidiaries are in violation of their respective articles or certificates of incorporation or bylaws (the " Constituent Documents "), each as amended to date, or, in any material respect of any term or provision of any indebtedness, contract or agreement to which Issuer or Subsidiaries are a party. To the Issuer ' s knowledge, neither the Issuer nor Subsidiaries are in violation of any federal or state statute, rule or regulation applicable to the Issuer or Subsidiaries, the violation of which would have a Material Adverse Effect. The execution and delivery of the Agreements by the Issuer, the performance by the Issuer of its obligations pursuant to the Agreements, and the issuance of the Shares, will not result in any violation of, or conflict with, or constitute a default under, the Issuer ' s or Subsidiaries ' Constituent Documents, each as may be amended to date.

1.2.11 **Litigation** . There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or, to the Issuer ' s knowledge, currently threatened in writing, before any court or governmental agency (i) that questions the validity of the Agreements or the right of the Issuer to enter into them, or to consummate the transactions contemplated hereby or thereby; or (ii) to the Issuer ' s knowledge, that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Neither the Issuer nor, to the Issuer ' s knowledge, any of its or Subsidiaries ' officers or directors, is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality (in the case of officers or directors, such as would affect the Issuer). There is no action, suit, proceeding or investigation initiated by the Issuer or Subsidiaries currently pending or which the Issuer or Subsidiaries currently intend to initiate. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened in writing (or any basis therefor known to the Issuer) involving the prior employment of any of the Issuer ' s or Subsidiaries ' officers or employees, their services provided in connection with the Issuer ' s or Subsidiaries ' business, or any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers.

1.2.12 **Agreements; Actions** .

1.2.12.1 Except for the Agreements, agreements between the Issuer and its employees with respect to sales of the Issuer ' s Common Stock, agreements between the Issuer and its directors and officers with respect to the Issuer ' s indemnification of such directors and officers, and agreements in the Issuer ' s customary form regarding the at-will employment of, and invention assignment by, the Issuer ' s employees, there are no agreements, understandings or proposed transactions between the Issuer and any of its officers, directors, affiliates, or any affiliate thereof.

1.2.12.2 There are no agreements, understandings, instruments, contracts, proposed transactions, judgments, orders, writs or decrees to which the Issuer is a party or by which it is bound that may involve (i) obligations (contingent or otherwise) of, or payments by the Issuer in excess of, $50,000, other than in the ordinary course of the Issuer ' s business, or (ii) the license of any patent, copyright, trade secret or other proprietary right to or from the Issuer other than in the ordinary course of the Issuer ' s business, or (iii) the granting of any rights affecting the licensing, sale or distribution of the Issuer ' s products or services.

1.2.12.3 The Issuer has not (i) declared or paid any dividends or authorized or made any distribution upon or with respect to any class or series of its capital stock (ii) made any loans or advances to any person, other than ordinary advances for travel expenses, or (iii) sold, exchanged or otherwise disposed of any of its assets or rights, other than the sale of its inventory in the ordinary course of business.

1.2.12.4 All unexecuted copies of agreements that the Issuer has provided to the Investor in connection with the Investor ' s due diligence review conform to the executed versions of such agreements in all material respects.

1.2.13 **Governmental Consent** . No consent, approval or authorization of or designation, declaration or filing with any governmental authority on the part of the Issuer is required in connection with the valid execution and delivery of the Agreements, or the offer, sale or issuance of the Shares, or the consummation of any other transaction contemplated by this Agreement.

1.2.14 **Permits** . The Issuer and Subsidiaries have all franchises, permits, licenses, and any similar authority necessary for the conduct of its business as now being conducted by them, the lack of which would have a Material Adverse Effect, and believes they can obtain, without undue burden or expense, any similar authority for the conduct of its business as presently planned to be conducted. Neither the Issuer nor any Subsidiaries are in default in any material respect under any of such franchises, permits, licenses or other similar authority.

1.2.15 **Offering** . Subject to the accuracy of the Investor ' s representations and warranties in Section 1.3, the offer, sale and issuance of the Shares to be issued in conformity with the terms of this Agreement constitute transactions exempt from the registration requirements of the Securities Act of 1933, as amended (the " **Securities Act** "). The Issuer shall make any applicable state securities or " blue sky " laws.

1.2.16 **Registration and Voting Rights** . The Issuer is presently not under any obligation and has not granted any rights to register under the Securities Act any of its presently outstanding securities or any of its securities that may hereafter be issued. To the Issuer ' s knowledge, except as contemplated in the Agreements, no stockholder of the Issuer has entered into any agreements with respect to the voting of capital shares of the Issuer.

1.2.17 **Brokers or Finders** . The Issuer has not incurred, and will not incur, directly or indirectly, as a result of any action taken by the Issuer, any liability for brokerage or finders ' fees or agents ' commissions or any similar charges in connection with this Agreement or any of the transactions contemplated hereby.

1.2.18 **SEC Documents; Financial Statements** . The Issuer has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Securities Exchange Act of 1934, as amended (the " 1934 Act ") (all of the foregoing filed prior to the date hereof and all exhibits included therein and financial statements and schedules thereto and documents (other than exhibits to such documents) incorporated by reference therein, being hereinafter referred to herein as the (" SEC Documents "). As of their respective dates (other than with respect to any amended filing), the SEC Documents complied in all material respects with the requirements of the 1934 Act and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the statements made in any such SEC Documents is, or has been, required to be amended or updated under applicable law (except for such statements as have been amended or updated in subsequent filings prior the date hereof). As of their respective dates (other than with respect to any amended filing), the financial statements of the Issuer included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared in accordance with United States generally accepted accounting principles, consistently applied, during the periods involved and fairly present in all material respects the consolidated financial position of the Issuer and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). The Issuer is subject to the reporting requirements of the 1934 Act. Issuer has provided Investor with copies of the SEC Documents. The filing of the documents required in this Section via the SEC ' s Electronic Data Gathering, Analysis, and Retrieval system (" EDGAR ") shall satisfy all delivery requirements of this Section.

1.2.19 **Disclosure** . All disclosures contained in the SEC Documents or otherwise provided in writing to Investor regarding the Issuer, its businesses and the transactions contemplated hereby, furnished by or on behalf of the Issuer are complete, true and correct and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

1.2.20 **Taxes** . The Issuer and Subsidiaries have filed all tax returns required to have been filed as of the date hereof. All such tax returns were correct and complete in all material respects. All taxes incurred by the Issuer (whether or not shown on any tax return) have been paid. The Issuer nor the Subsidiaries currently are not the beneficiary of any extension of time within which to file any tax return. To the Issuer's knowledge, no claim has been made by an authority in a jurisdiction where the Issuer or Subsidiaries does not file tax returns that it is or may be subject to taxation by that jurisdiction. There are no actual, pending or threatened liens, encumbrances, or charges against any of the assets of the Issuer or Subsidiaries arising in connection with any failure (or alleged failure) to pay any tax. The Issuer and Subsidiaries have withheld and paid all taxes required to have been withheld and paid in connection with amounts paid or to any employee, independent contractor, creditor, shareholder, or other third party. To the Issuer's knowledge, there is no dispute or claim concerning any tax liability of the Issuer or Subsidiaries either claimed or raised by any authority in writing. The Issuer and Subsidiaries have not waived any statute of limitations in respect of taxes or agreed to any extension of time with respect to a tax assessment or deficiency.

1.2.21. **Certain Transactions** . Except for arm ' s length transactions pursuant to which the Issuer makes payments in the ordinary course of business upon terms no less favorable than the Issuer could obtain from third parties and other than the grant of stock options disclosed on the Schedule of Exceptions, none of the officers, directors, or employees of the Issuer or Subsidiaries are presently a party to any transaction with the Issuer or Subsidiaries (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or any corporation, partnership, trust or other entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner.

1.2.22 **Environmental Matters** .

1.2.21.1 There are, to the Issuer ' s knowledge, with respect to the Issuer or any of its Subsidiaries or any predecessor of the Issuer or any of its Subsidiaries, no past or present violations of Environmental Laws (as defined below), releases of any material into the environment, actions, activities, circumstances, conditions, events, incidents, or contractual obligations which may give rise to any common law environmental liability or any liability under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or similar federal, state, local or foreign laws and neither the Issuer nor any of its Subsidiaries has received any notice with respect to any of the foregoing, nor is any action pending or, to the Issuer ' s knowledge, threatened in connection with any of the foregoing. The term " Environmental Laws " means all federal, state, local or foreign laws relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), including, without limitation, laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants contaminants, or toxic or hazardous substances or wastes (collectively, " Hazardous Materials ") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder.

1.2.21.2 Other than those that are or were stored, used or disposed of in compliance with applicable law, no Hazardous Materials are contained on or about any real property currently owned, leased or used by the Issuer or any of its Subsidiaries, and no Hazardous Materials were released on or about any real property previously owned, leased or used by the Issuer or any of its Subsidiaries during the period the property was owned, leased or used by the Issuer or any of its Subsidiaries, except in the normal course of the Issuer ' s or any of its Subsidiaries ' business.

1.2.21.3 There are no underground storage tanks on or under any real property owned, leased or used by the Issuer or any of its Subsidiaries that are not in compliance with applicable law.

1.2.22 **Internal Accounting Controls** . Except as disclosed in the SEC Documents the Issuer and each of its Subsidiaries maintain a system of internal accounting controls sufficient, in the judgment of the Issuer ' s board of directors, to provide reasonable assurance that (i) transactions are executed in accordance with management ' s general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management ' s general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

1.2.23 **Foreign Corrupt Practices** . Neither the Issuer, nor any of its Subsidiaries, nor any director, officer, agent, employee or other person acting on behalf of the Issuer or any Subsidiary has, in the course of his actions for, or on behalf of, the Issuer, used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

1.2.24 **Solvency** . The Issuer (after giving effect to the transactions contemplated by this Agreement) is solvent (i.e., its assets have a fair market value in excess of the amount required to pay its probable liabilities on its existing debts as they become absolute and matured) and currently the Issuer has no information that would lead it to reasonably conclude that the Issuer would not, after giving effect to the transaction contemplated by this Agreement, have the ability to, nor does it intend to take any action that would impair its ability to, pay its debts from time to time incurred in connection therewith as such debts mature.

1.3 **Representations of Investor .**

1.3.1 **Authorization**

. The Investor is authorized to enter into this Agreement, to perform his obligations hereunder and to consummate the transactions contemplated hereby.

1.3.2 **No Public Sale or Distribution**

. The Investor is acquiring the Shares for his own account, not as a nominee or agent, and not with a view towards, or for resale in connection with, the public sale or distribution of any part thereof, except pursuant to sales registered or exempted under the Securities Act. The Investor does not presently have any contract, agreement, undertaking, arrangement or understanding, directly or indirectly, with any person to sell, transfer, pledge, assign or otherwise distribute any of the Shares.

1.2.3 **Accredited Investor Status; Investment Experience**

. The Investor is an " accredited investor " as that term is defined in Rule 501(a) of Regulation D under the Securities Act. The Investor can bear the economic risk of its investment in the Shares, and has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of an investment in the Shares. The Investor is not a U.S. Person and is not acquiring any of the Shares for the account or benefit of any U.S. Person. As used in the preceding sentence, " U.S. Person " shall have the meaning given to it in Rule 902 of Regulation S promulgated under the Securities Act.

0.2.3

Reliance on Exemptions

. The Investor understands that the Shares are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Issuer is relying in part upon the truth and accuracy of, and the Investor ' s compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Investor set forth herein in order to determine the availability of such exemptions and the eligibility of the Investor to acquire the Shares.

0.2.3 **Information**

. The Investor and his advisors, if any, have been afforded the opportunity to ask questions of the Issuer. Neither such inquiries nor any other due diligence investigations conducted by the Investor or his advisors, if any, or his representatives shall modify, amend or affect the Investor ' s right to rely on the Issuer ' s representations and warranties contained herein. The Investor understands that his investment in the Shares involves a high degree of risk. The Investor has sought such accounting, legal and tax advice as he has considered necessary to make an informed investment decision with respect to his acquisition of the Shares.

0.2.3 **No Governmental Review**

. The Investor understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Shares or the fairness or suitability of the investment in the Shares nor have such authorities passed upon or endorsed the merits of the offering of the Shares.

1.5 **Covenants of the Issuer** . Subsequent to the date hereof:

1.5.1 **Use of Proceeds** . The Issuer agrees to use the proceeds from the sale of the Shares hereunder solely as authorized by the Investor until such time as the directors designated by Investors become members of the Board of Directors of the Issuer and thereafter as directed by a majority of members of the Finance Committee of the Board of Directors of the Issuer.

1.5.2 **Notification and Access** . Issuer shall notify Investor in writing within 3 business days of any change in any representation or warranty contained in Section 1.3 occurring after the Closing Date which could reasonable cause a Material Adverse Effect.

1.5.3 **Transfer Agent Instructions** . The Issuer shall issue irrevocable instructions to its transfer agent to issue certificates, registered in the name of the Investor or its nominee, for the Shares in such amounts as specified from time to time by the Investor to the Issuer in accordance with the terms hereof (the " Irrevocable Transfer Agent Instructions "). The Issuer covenants that: (i) no stop transfer instructions shall be given to the Issuer ' s transfer agent that will restrict the sale of the Shares under Rule 144 promulgated (" Rule 144 ") by the Securities and Exchange Commission (the " SEC ") and that the Shares shall otherwise be freely transferable on the books and records of the Issuer as and to the extent provided in this Agreement; (ii) it will not direct its transfer agent not to transfer or delay, impair, and/or hinder its transfer agent in transferring (or issuing)(electronically or in certificated form) any certificate for the Shares; and (iii) it will not fail 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 issued to the Investor when eligible for resale under Rule 144. The Issuer acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Investor, by vitiating the intent and purpose of the transactions contemplated hereby. Accordingly, the Issuer acknowledges that the remedy at law for a breach of its obligations under this Section may be inadequate and agrees, in the event of a breach or threatened breach by the Issuer of the provisions of this Section, that the Investor shall be entitled, in addition to all other available remedies, to an injunction restraining any breach and requiring immediate transfer, without the necessity of showing economic loss and without any bond or other security being required.

1.5.4 **Information Statement**. As soon as practicable after the Closing Date, cause the Issuer to file and mail to each of the Issuer's stockholders an information statement required by Rule 14f-1 promulgated under the 1934 Act in connection with the change of control to be effectuated by the appointment of new directors at the Closing, which appointments will be effective 10 days after the filing of the Schedule 14f-1.

1.5.5 **Form 8-K**. Cause the Issuer to timely file a Current Report on Form 8-K disclosing the entry by the Issuer of this Agreement.

1.5.6 **Resignation of Old and Appointment of New Board of Directors**. The Issuer shall take such corporate action(s) and make such SEC filings on Schedule 14F-1 in compliance with the 1934 Act and as otherwise required by the Issuer's Constituent Documents to duly (a) appoint the below named persons to their respective positions, to be effective ten days after filing of the Schedule 14f-1, and (b) obtain and submit to the Investor, together with all required corporate action(s) the resignation of all members of the board of directors, all of which actions shall be certified and delivered by Issuer to the Investor to be effective ten days after filing of the Schedule 14f-1, in such form and substance satisfactory to the Investor. Following the execution of this Agreement and through the date of effectiveness of such resignations, no other officers or directors shall be appointed or elected to serve the Issuer except as otherwise expressly provided herein.

Name	Position
Kambiz Mahdi	Director, President and Chief Executive Officer
John Bennett	Chief Financial Officer
Calvin Sean Pang	Director
Jun Wang,	Director
Shuangan Lin	Director
Yongsheng Lyu	Director

1.5.7 **Formation of Committees**. Within 5 days from the effective date of the effective date the designees of the Investor become members of the Board of Directors, Issuer shall cause the Board of Directors of the Issuer to form a Finance Committee consisting of Calvin Pang, Kambiz Mahdi and Jun Wang or as otherwise designated by Investor.

1.5.8 **Payment of Notes** . The Issuer shall cause the indebtedness set forth on Schedule 1.5.8 to be repaid within 5 days after receipt of the Purchase Price or any part thereof.

ARTICLE II
CONDITIONS TO INVESTOR ' S OBLIGATIONS TO CLOSE

2.1 The Investor ' s obligation to purchase the Shares is subject to the fulfillment upon or before the issuance of such Shares of each of the following conditions, unless waived in writing by the Investor:

2.1.1 **Representations and Warranties** . The representations and warranties made by the Issuer in Section 1.2 (as modified by the disclosures on the Schedule of Exceptions) shall be true and correct as of the date of the issuance of such Shares.

2.1.2 **Covenants** . All covenants, agreements and conditions contained in the Agreements to be performed by the Issuer upon or prior to the issuance of the Shares shall have been performed or complied with in all material respects.

2.1.3 **Other Agreements** . The parties to the Stockholders ' Agreement, Settlement Agreement Convertible Promissory Note, and the Accord and Satisfaction shall have executed and delivered such agreements.

2.1.4 **Good Standing Certificate** . The Issuer shall have delivered to the Investor a certificate of the Secretary of State of the State of Nevada, dated as of the date hereof, with respect to the good standing of the Issuer.

2.1.5 **Secretary ' s Certificate** . The Issuer shall have delivered to the Investor a certificate of the Secretary of the Issuer certifying to (i) the formation and good standing of the Issuer in its jurisdiction of organization, (ii) the resolutions as adopted by the Issuer ' s Board of Directors authorizing the Agreements and the transactions contemplated thereby, and (iii) such other matters as reasonably requested by the Investor and as are customary for similar transactions.

2.1.6 **Officer ' s Certificate** . The Issuer shall have delivered to the Investor an officer ' s certificate to the effect that the representations and warranties of the Issuer contained in the Agreements are true and correct as of the date hereof, and the Issuer has performed, satisfied and complied in all respects with the covenants, agreements and conditions required by the Agreements to be performed, satisfied or complied with by the Issuer, as applicable, on or prior to the closing of the transactions contemplated by this Agreement on the date hereof.

2.1.7 **Certificates** . Delivery of the certificates representing the Shares to the Investor or the Escrow Agent, as directed by the Investor in writing.

2.1.8 **Resignation Letters** . Signed resignation letters of the following directors of the Issuer.

2.1.9 **Board Consents** . Executed Board consents appointing designees of the Investor as directors of the Issuer.

2.1.10 **Debt Payments and Resolution** . Issuer will repay debt to creditors from the proceeds of this investment in accordance with Section 2.1.10 of the Disclosure Schedule.

2.1.11 **Termination of Registration Rights** . All of the issuers registration rights agreements with stockholders shall be terminated or have expired.

ARTICLE III
CONDITIONS TO ISSUER ' S OBLIGATION TO CLOSE

3.1 The Issuer ' s obligation to sell and issue the Shares is subject to the fulfillment upon or before the issuance of such Shares of the following conditions, unless waived in writing by the Issuer:

3.1.1 **Representations and Warranties** . The representations and warranties made by the Investor in Section 1.3 shall be true and correct when made and shall be true and correct as of the date of issuance of such Shares.

3.1.2 **Covenants** . All covenants, agreements and conditions contained in the Agreements to be performed by Investor upon or prior to the issuance of the Shares shall have been performed or complied with in all material respects.

3.1.3 **Other Agreements** . The parties to the Stockholders ' Agreement, Settlement Agreement Convertible Promissory Note and the Accord and Satisfaction shall have executed and delivered such agreements.

3.1.4 **Delivery of the Purchase Price** . The Investor shall have deposited the Purchase Price to the escrow account of the Escrow Agent.

ARTICLE IV
INDEMNIFICATION

4.1 **Indemnification by the Issuer** .

4.1.1 Subject to the provisions of this Article IV, from and after the date hereof, the Issuer shall indemnify the Investor in respect of any reasonable out-of-pocket loss, liability, damage, expense, assessment, penalty, fee and cost (including documented, reasonable and out-of-pocket attorneys ' fees and disbursements) (individually a " **Loss** " and collectively " **Losses** ") suffered or incurred by the Investor and hold him harmless from and against any Losses to the extent such Loss results from or arises out of (i) any breach or inaccuracy by the Issuer of a representation or warranty of the Issuer contained in Section 1.2 (as modified by the disclosures on the Schedule of Exceptions) or (ii) any breach, non-fulfillment or non-performance on the part of the Issuer of any covenant or agreement contained in this Agreement applicable to the Issuer.

4.1.2 The Issuer shall not have any liability to the Investor under Section 4.1.1 unless the aggregate of all Losses relating to a breach of any representation, warranty, covenant or agreement of the Issuer contained in this Agreement exceeds on a cumulative basis an amount equal to $10,000 (the " **Basket** "), in which event the Issuer shall be required to pay to the Investor and be liable for all such Losses from the first dollar.

4.1.3 The aggregate liability of the Issuer to the Investor under Section 4.1.1 relating to a breach of any representation, warranty, covenant or agreement of the Issuer contained in this agreement shall in no event exceed, in the aggregate, at any time an amount equal to the greater of (i) the Purchase Price or (ii) the fair market value of the Shares as determined by an independent appraiser selected by the Investor (the " **Cap** ").

4.1.4 The limitations comprised by the Basket and the Cap shall not be applicable for Losses resulting from (i) fraud or intentional misrepresentations by the Issuer, (ii) willful misconduct, or (iii) breach or inaccuracy of the representations and warranties contained in Sections 1.2.2 through 1.2.12.

4.1.5 Any indemnification of the Investor pursuant to Section 4.1.1 shall be effected by the Issuer ' s delivery to Investor of a wire transfer or transfers of immediately available funds in an aggregate amount equal to the amount due to the Investor.

4.2 **Indemnification by the Investor** . Subject to the provisions of this Article IV, from and after the date hereof, the Investor shall indemnify the Issuer against and hold it harmless from any Losses suffered or incurred by the Issuer to the extent arising from or related to (i) any breach or inaccuracy of any representation or warranty of the Investor contained in this Agreement or (ii) any breach of any covenant of the Investor contained in this Agreement requiring performance by the Investor.

4.3 **Procedure for Indemnification** .

4.3.1 In order for a party to be entitled to seek any indemnification provided for under this Agreement (such party the " **Claiming Party** "), in respect of a claim or demand made by any person or entity against the Claiming Party (a " **Third Party Claim** "), such Claiming Party must notify the indemnifying party (the " **Defending Party** ") in writing, and in reasonable detail, of the Third Party Claim as promptly as reasonably possible after receipt by such Claiming Party of notice of the Third Party Claim; provided that failure to give such notification on a timely basis shall not affect the indemnification provided under this Agreement except to the extent the Defending Party shall have been actually prejudiced as a result of such failure. Thereafter, the Claiming Party shall deliver to the Defending Party, within five business days after the Claiming Party ' s receipt of such notification, copies of all notices and documents (including court papers) received by the Claiming Party relating to the Third Party Claim.

4.3.2 If a Third Party Claim is made against a Claiming Party, the Defending Party shall be entitled to participate in the defense of such Third Party Claim and, if it so chooses, to assume the defense of such Third Party Claim (subject to a reservation of rights) with counsel selected by the Defending Party and reasonably satisfactory to the Claiming Party. If the Defending Party assumes such defense, the Claiming Party shall have the right to participate in the defense of such Third Party Claim and to employ counsel, at its own expense, separate from the counsel employed by the Defending Party, it being understood, however, that the Defending Party shall control such defense. The Defending Party shall be liable for the reasonable fees and expenses of counsel employed by the Claiming Party for any period during which the Defending Party has not assumed the defense of such Third Party Claim. If the Defending Party chooses to defend any Third Party Claim, then all the parties to this Agreement shall cooperate in the defense or prosecution of such Third Party Claim, including by retaining and (upon the Defending Party ' s request) providing to the Defending Party all records and information which are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided under this Agreement. The Defending Party will not be liable for any settlement of any proceeding effected without its consent, but if settled with such consent, or if there be a final judgment for the plaintiff, the Defending Party will indemnify and hold harmless the Claiming Party from and against any loss or liability (to the extent stated above) by reason of such settlement or judgment.

4.4 **<u>Determination of Loss Amount</u>**.

4.4.1 Losses for breaches of representations and warranties contained in this Agreement shall be net of any insurance proceeds or third party payments realized by and paid to any party entitled to indemnification under this Agreement. The Claiming Party shall seek recovery to the extent payable under all insurance policies and third party payments covering any Loss to the same extent as it would if such Loss were not subject to indemnification under this Agreement and shall use good faith efforts that a prudent person desirous of achieving a result would use in similar circumstances to ensure that such result is achieved as expeditiously as possible to collect any amounts available under such insurance policies or from such other party alleged to have responsibility for such Loss. In the event that an insurance or other recovery is made by any Claiming Party with respect to any Loss for which any such Claiming Party has been indemnified under this Agreement, then a refund equal to the aggregate amount of the recovery shall be made promptly to the Defending Party.

4.4.2 In no event shall the Claiming Party be entitled to recover or make a claim for any amounts in respect of incidental or indirect damages or punitive damages (except to the extent expressly set forth in Section 4.1) and, in particular, no " multiple of profits " or " multiple of cash flow " or other valuation methodology shall be used in calculating the amount of any Losses; provided that the Claiming Party shall be entitled to recover or make a claim for any amounts in respect of consequential damages and lost profits damages, to the extent reasonably foreseeable.

ARTICLE V
MISCELLANEOUS

5.1 **<u>Notices</u>**. Any notice required or permitted under this Agreement shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by electronic mail or otherwise delivered by hand or by messenger addressed:

if to Investor to:

MGW Investment I Limited, LLC
c/o Elian Fiduciary Services (Cayman) Limited
190 Elgin Avenue, George Town

Grand Cayman, KY1-9007
Cayman Islands
Attention: Calvin Sean Pang
email:calvin@megawell-capital.com

with a copy (which will not constitute notice) to:
Law Office of RJ Newman, P.C.
196 Pinesbridge Road
Ossining, NYU 10562
Att: Robert Newman
RJ@Newlawtech.com

if to Issuer to:

Clean Energy Technologies, Inc
2990 Redhill Avenue
Costa Mesa
California, 92626
Attention: Kambiz Mahdi
email: KMahdi@cetyinc.com

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered if delivered personally, or, if sent by mail, at the earlier of its receipt or 5 days after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, registered with return receipt requested, addressed and mailed as aforesaid or, if sent by electronic mail, upon confirmation of delivery when directed to the electronic mail address set forth above.

5.2 **Miscellaneous** .

5.2.1 This Agreement and all issues, disputes and claims arising out of or in any way in connection with this Agreement will be governed by and construed in accordance with the law of the State of New York without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

5.2.2 All actions and proceedings arising out of, or relating to, this Agreement will be heard and determined exclusively in (a) any state court sitting in the County of New York, State of New York, in respect of any state action or proceeding, or (b) the U.S. District Court for the Southern District of New York in respect of any federal action or proceeding. Each of the parties, by execution and delivery of this Agreement, (i) expressly and irrevocably, consents and submits to the personal jurisdiction of any of such courts, (ii) consents to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to such party by hand or by certified mail, delivered or addressed as set forth in Section 5.1 hereof, (iii) waives any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue or forum non conveniens or any similar basis, and (iv) agrees not to directly or indirectly bring or assert and claim, action or other proceeding in any jurisdiction or forum other than as specified above in this Section 5.2.2. Each party agrees that a final judgment in any action or proceeding so brought will be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.

5.2.3 This Agreement may be executed in counterparts, each of which so executed shall be deemed an origina and said counterparts together shall constitute one and the same instrument.

5.2.4 There are no third-party beneficiaries to this Agreement. Except as provided in Section 5.2.6 below, in this Agreement is intended to confer upon anyone other than the parties hereto any legal or equitable right, remedy or claim.

5.2.5 This Agreement is the final integration of the bargain among the parties hereto with respect to the matters covered by it, and it supersedes any prior understanding or agreement, oral or written, with respect thereto.

5.2.6 The rights and obligations of each party hereto may not be assigned or delegated to another person without the written consent of all the other parties hereto. Subject to the foregoing sentence, the terms and provisions hereof shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto.

5.2.7 References herein to dollars or $ are to United States Dollars, and references herein to cents are to United States Cents.

[Signature page follows]

In witness whereof, the undersigned executed and delivered this Agreement as of the date first written above.

ISSUER
CLEAN ENERGY TECHNOLOGIES, INC.

By: __________________
Name:
Title: Chief Executive Officer

INVESTOR
MGW INVESTMENT I LIMITED

By: _______________________
Name: Calvin Sean Pang
Title: Director

CONVERTIBLE NOTE PURCHASE AGREEMENT

This convertible note Purchase Agreement (this " Agreement ") is dated February 13, 2018, by and among Clean Energy Technologies, Inc. a Nevada corporation (the " Company "), and Confections Ventures Limited, a British Virgin Island company (the " Purchaser ").

WHEREAS the Company is entering into a Securities Purchase Agreement (" MGWI SPA ") with MGW Investment I Limited (" MGWI ") to purchase the Common Stock of the Company and the entry into this Agreement is a condition precedent to the consummation to the transactions

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to an exemption from the registration requirements of Section 5 of the Securities Act, the Company desires to issue and sell to the Purchaser and Purchaser desires to purchase from the Company, securities of the Company as more fully described in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser hereby agree as follows:

ARTICLE I.
DEFINITIONS

1.1 Definitions . In addition to the terms defined elsewhere in this Agreement, (a) capitalized terms that are not otherwise defined herein have the meanings given to such terms in the Warrant (as defined herein), and (b) the following terms have the meanings set forth in this Section 1.1:

" Action " shall have the meaning ascribed to such term in Section 3.1(j).

" Affiliate " means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act, including, without limitation, MGWI.

" Board of Directors " means the Board of Directors of the Company.

" Business Day " means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

" Closing " means the closing of the purchase and sale of the Securities pursuant to Section 2.1.

" Closing Date " means the Trading Day on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) the Purchaser ' s obligations to pay the Subscription Amount and (ii) the Company ' s obligations to deliver the Securities, in each case, have been satisfied or waived, but in no event later than the third Trading Day following the date hereof.

" Commission " means the United States Securities and Exchange Commission.

" Common Stock " means the common stock of the Company, par value $0.001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

" Common Stock Equivalents " means any securities of the Company or the Subsidiary which would entitle the holder thereof to acquire at any time Common Stock.

" Conversion Price " shall have the meaning ascribed to such term in the Convertible Note.

" Conversion Shares " shall have the meaning ascribed to such term in the Convertible Note.

" Convertible Note " means the Convertible Term Promissory Note in the form attached hereto as Exhibit A , convertible into shares of Common Stock at the Conversion Price (subject to adjustment as provided therein).

" Exchange Act " means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

" GAAP " shall have the meaning ascribed to such term in Section 3.1(h).

" Indebtedness " shall have the meaning ascribed to such term in Section 4.7.

" Intellectual Property Rights " shall have the meaning ascribed to such term in Section 3.1(m).

" Lien " means a lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

" Material Adverse Effect " shall have the meaning assigned to such term in Section 3.1(b).

" Person " means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

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

" Purchaser Party " shall have the meaning ascribed to such term in Section 4.8.

" Required Approvals " shall have the meaning ascribed to such term in Section 3.1(e).

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

" SEC Reports " shall have the meaning ascribed to such term in Section 3.1(h).

" Securities " means the Convertible Note and Conversion Shares.

" Securities Act " means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

" Shares " means the shares of Common Stock issuable to the Purchaser pursuant to this Agreement.

" Subscription Amount " means, as to the Purchaser, the aggregate amount to be paid for Convertible Note which shall equal $939,500.

" Subsidiary " means Clean Energy HRS LLC.

" Trading Day " means a day on which the principal Trading Market is open for trading.

" Trading Market " means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, the OTC Bulletin Board or the OTC Markets (e.g., OTCQX or OTCQB), or any successors to any of the foregoing.

" Transaction Documents " means this Agreement, the MGWI SPA, the This Settlement Agreement and Release by and among Clean Energy Technologies, Inc, " Company "), Reddot Investment, Inc., and Confections Ventures Limited dated the even date hereof, the Voting Agreement by and among the shareholders on the signature page thereof all exhibits and schedules thereto, the Settlement Agreement between ETI ETI Partners IV, Confections Ventures Limited and Red Dot Investment, Inc. and any other documents or agreements executed in connection with the transactions contemplated hereunder.

" Underlying Shares " means the Conversion Shares.

ARTICLE II.
PURCHASE AND SALE

2.1 Closing. On the Closing Date, upon the terms and subject to the conditions set forth herein, substantially concurrent with the execution and delivery of this Agreement by the parties hereto, the Company agrees to sell, and the Purchaser, severally and not jointly, collectively agree to purchase in the aggregate, allocated among the Purchaser pro rata based on their respective Subscription Amounts as set forth on the signature pages hereto executed by the Purchaser, for an aggregate purchase price of $939,500, including fees and interest, which has been paid to the Company from an escrow account held on behalf of the Purchaser by Richardson & Maloney, LLP , a Convertible Note with a principal amount of $939,500, subject to adjustment as provided therein. The Purchaser has caused to be delivered to the Company the Subscription Amount.

2.2 Deliveries.

(a) On or prior to the Closing Date, or such other date referred to below, the Company shall deliver or cause to be delivered to the Purchaser the following:

(i) this Agreement duly executed by the Company;

(ii) Convertible Note, registered in such name of Confections Ventures Limited;

(iii) the satisfaction of all conditions set forth in Article II of the MGWI SPA;

(iv) Written confirmation by the Company that it has previously received the Subscription Amount from the Purchaser.

(b) On or prior to the Closing Date, the Purchaser shall deliver or cause to be delivered to the Company the following:

(i) this Agreement duly executed by the Purchaser.

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ARTICLE III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. Except as set forth in the Company ' s SEC Reports, which shall qualify any representation or warranty otherwise made herein to the extent of the disclosure contained in the corresponding section of the SEC Reports, the Company hereby makes the following representations and warranties to the Purchaser:

(a) Subsidiaries. All of the direct and indirect subsidiaries of the Company are set forth in the Company ' s SEC Reports. The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any Liens except for Liens in connection with financing arrangements disclosed in the SEC Reports, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities. Clean Energy HRS LLC is the sole subsidiary of the Company.

(b) Organization and Qualification. The Company and the Subsidiary is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor its Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiary is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business or condition (financial or otherwise) of the Company and the Subsidiary, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "Material Adverse Effect").

(c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's stockholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(d) No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or

Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as would not reasonably be expected to result in a Material Adverse Effect.

(e) Filings, Consents and Approvals . The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than: (i) any filings with the Commission pursuant to Sections 4.1 and 4.2, (ii) the notice and/or application(s) to each applicable Trading Market for the issuance and sale of the Securities and the listing of the Underlying Shares for trading thereon in the time and manner required thereby, if any and (iii) the filing of the Schedule 14f-1 and Form 8-K announcing the transactions contemplated by this Agreement (collectively, the " Required Approvals ").

(f) Issuance of the Securities . The Shares are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and non-assessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents and under applicable state and federal securities laws. The Underlying Shares, when issued in accordance with the terms of the Transaction Documents, will be validly issued, fully paid and non-assessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents.

(g) Capitalization . The issued and outstanding shares of Common Stock have been duly authorized and validly issued, are fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, were not issued in violation of or subject to any preemptive rights or other rights to subscribe for or purchase securities, and conform in all material respects to the description thereof contained in the Company ' s filings with the Commission. The Company has not issued any capital stock except as may be disclosed in SEC Reports, other than pursuant to the exercise of employee stock options under the Company ' s stock option plans, the issuance of shares of Common Stock to employees pursuant to the Company ' s employee stock purchase plans and pursuant to the conversion and/or exercise of Common Stock Equivalents disclosed in SEC Reports. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as a result of the purchase and sale of the Securities, and except as disclosed in the SEC Reports, there are no outstanding options, Warrant, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company or any

Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents. Except as disclosed in the Company ’ s SEC Reports, the issuance and sale of the Securities will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Purchaser) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities.

(h) SEC Reports; Financial Statements . The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two (2) years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the “ SEC Reports ”). As of their respective dates, the SEC Reports complied or will comply in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved (“ GAAP ”), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiary as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(i) Material Changes; Undisclosed Events, Liabilities or Developments . Since the date of the latest audited financial statements included within the SEC Reports, except as specifically disclosed in a subsequent SEC Report filed prior to the date hereof or detailed below in paragraphs (j) and (k) below,(i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any material liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company ’ s financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, and (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock. The Company does not have pending before the Commission any request for confidential treatment of information.

(j) Litigation . Except as disclosed in the Company ’ s SEC Reports, there is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an " Action ") which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

(k) Compliance . Except as disclosed in the Company ' s SEC Reports, neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree or order of any court, arbitrator or other governmental authority or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case described in clauses (i) – (iii) above as would not reasonably be expected to result in a Material Adverse Effect.

(l) Title to Assets . The Company and the Subsidiary have good and marketable title in fee simple to all real property owned by them and good and marketable title in all personal property owned by them that is material to the business of the Company and the Subsidiary, in each case free and clear of all Liens, except for (i) Liens as do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiary, (ii) Liens for the payment of federal, state or other taxes, for which appropriate reserves have been made in accordance with GAAP and, the payment of which is neither delinquent nor subject to penalties and (iii) Liens in connection with financing arrangements disclosed in the SEC Reports.

(m) Intellectual Property . The Company and the Subsidiary have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or required for use in connection with their respective businesses as described in the SEC Reports and which the failure to so have could have a Material Adverse Effect (collectively, the " Intellectual Property Rights "). None of, and neither the Company nor any Subsidiary has received a notice (written or otherwise) that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, within two years from the date of this Agreement. Neither the Company nor any Subsidiary has received, since the date of the latest audited financial statements included within the SEC Reports, a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as would not reasonably be expected to not have a Material Adverse Effect or except as disclosed in the SEC Reports. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiary have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(n) [Reserved.]

(o) Tax Status . Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, the Company and its Subsidiary each (i) has made or filed all United States federal, state and local income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, but that the Company has not yet filed its 2017 calendar year tax returns in the United States, for which there is estimated to be no liability,(ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company or of any Subsidiary know of no basis for any such claim.

(p) Investment Company . The Company (including its subsidiaries) is not an " investment company " or an " affiliated person " of, or " promoter " or " principal underwriter " for an investment company, within the meaning of the Investment Company Act of 1940 and will not be deemed an " investment company " as a result of the transactions contemplated by this Agreement.

(q) Related Party Transactions . To the knowledge of the Company, no material transaction has occurred between or among the Company and any of its affiliates (including, without limitation, any of its subsidiaries), officers or directors or any affiliate or affiliates of any such affiliate, officer or director that with the passage of time will be required to be disclosed pursuant to Sections 13, 14 or 15(d) of the Exchange Act, other than (1) those transactions that have already been so disclosed, or will be so disclosed on or before the Closing Date, in the Company ' s SEC Reports, and (2) this Agreement and the transaction documents reflected herein.

(r) No General Solicitation . Neither the Company, nor any of its affiliates, nor any person action on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D promulgated under the Securities Act) in connection with the offer or sale of the Securities.

(s) No Manipulation; Disclosure of Information . The Company has not taken and will not take any action designed to or that might reasonably be expected to cause or result in an unlawful manipulation of the price of the Common Stock to facilitate the sale or resale of the Securities. The Company confirms that, to its knowledge, with the exception of the proposed sale of Securities as contemplated herein (as to which the Company makes no representation), neither it nor any other person acting on its behalf has provided any of the Purchaser or their agents or counsel with any information that constitutes or might constitute material, non-public information. The Company understands and confirms that the Purchaser will be relying on the foregoing representations in effecting transactions in securities of the Company. All disclosures provided to the Purchaser regarding the Company, its business and the transactions contemplated hereby furnished by the Company are true and correct and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(t) Forward-Looking Statements . No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) made by the Company or any of its officers or directors contained in the SEC Reports, or made available to the public generally since December 31, 2015, has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(u) No Additional Agreements . Other than with respect to closing mechanics, the Company has no other agreements or understandings (including, without limitation, side letters) with any Purchaser or other person to purchase any of the Securities on terms more favorable to such person than as set forth herein.

(v) No " Bad Actor " Disqualification . The Company has exercised reasonable care, in accordance with the Commission rules and guidance, and has conducted a factual inquiry, the nature and scope of which reflect reasonable care under the relevant facts and circumstances, to determine whether any Covered Person (as defined below) is subject to any of the " bad actor " disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (" Disqualification Events "). To the Company ' s knowledge, after conducting such sufficiently diligent factual inquiries, no Covered Person is subject to a Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under the Securities Act. The Company has complied, to the extent applicable, with any disclosure obligations under Rule 506(e) under the Securities Act. " Covered Persons " are those persons specified in Rule 506(d)(1) under the Securities Act, including the Company; any predecessor or affiliate of the Company; any director, executive officer, other officer participating in the offering, general partner or managing member of the Company; any beneficial owner of 20% or more of the Company ' s outstanding voting equity securities, calculated on the basis of voting power; any promoter (as defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of the sale of the Convertible Note; and any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of the Convertible Note (a " Solicitor "), any general partner or managing member of any Solicitor, and any director, executive officer or other officer participating in the offering of any Solicitor or general partner or managing member of any Solicitor.

Each Purchaser, for itself and for no other Purchaser, acknowledges and agrees that the representations contained in Section 3.1 shall not modify, amend or affect the Company ' s right to rely on Purchaser ' s representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed or delivered in connection with this Agreement or the consummation of the transactions contemplated hereby.

3.2 Representations and Warranties of the Purchaser . The Purchaser hereby represents and warrants as of the date hereof to the Company as follows (unless as of a specific date therein):

(a) Organization; Authority . The Purchaser is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by Purchaser of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of Purchaser. Each Transaction Document to which it is a party has been duly executed by Purchaser, and when delivered by Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of Purchaser, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors ' rights generally, (ii) as limited by laws relating to the availability of injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Understandings or Arrangements . Purchaser is acquiring the Securities as principal for its own account and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of the Securities (this representation and warranty not limiting Purchaser ' s right to transfer the Securities to an Affiliate). Purchaser is acquiring the Securities hereunder in the ordinary course of its business. Purchaser understands that the Convertible Note and Underlying Shares are " restricted securities " and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Securities as principal for its own account and not with a view to or for distributing or reselling the Securities or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of the Securities in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of the Securities in violation of the Securities Act or any applicable state securities law (this representation and warranty not limiting Purchaser ' s right to transfer the Securities to an Affiliate). The Purchaser is acquiring the Securities hereunder in the ordinary course of its business.

(c) Opportunity to Obtain Information . Purchaser acknowledges that representatives of the Company have made available to Purchaser the opportunity to review the books and records of the Company and its Subsidiary and to ask questions of and receive answers from such representatives concerning the business and affairs of the Company and its Subsidiary. Purchaser further acknowledges the availability of the Company ' s SEC Reports.

(d) Purchaser Status . At the time Purchaser was offered the Securities, it was, and as of the date hereof it is, and on each date on which it converts any portion of a Convertible Note or exercises any Warrant, it will be an " accredited investor " as defined in Rule 501 under the Securities Act and maintains a similar qualification under the laws of the Cayman Islands.

(e) Experience of Purchaser . Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(f) General Solicitation . Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities or any other securities of the Company published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement. Purchaser has a pre-existing relationship with the Company.

(g) No Investment, Tax or Legal Advice . Each Purchaser understands that nothing in the SEC Reports, this Agreement, or any other materials presented to the Purchaser in connection with the purchase and sale of the Securities constitutes legal, tax or investment advice. Each Purchaser has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of Securities.

The Company acknowledges and agrees that the representations contained in Section 3.2 shall not modify, amend or affect Purchaser ' s right to rely on the Company ' s representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transaction contemplated hereby.

ARTICLE IV.
OTHER AGREEMENTS OF THE PARTIES

4.1 Reporting Status . With a view to making available to the Purchaser the benefits of certain rules and regulations of the Commission which may permit the sale of the Shares and Underlying Shares to the public without registration, the Company agrees to use its reasonable efforts to file with the Commission, in a timely manner, all reports and other documents required of the Company under the Exchange Act. The Company will otherwise take such further action as a Purchaser may reasonably request, all to the extent required from time to time to enable Purchaser to sell the Securities and Underlying Shares without registration under the Securities Act or any successor rule or regulation adopted by the Commission.

4.2 Quotation. So long as a Purchaser owns any of the Securities or Underlying Shares, the Company will use its reasonable efforts to maintain the quotation of its Common Stock on the OTCQB or OTCQX, each as administered by OTC Markets Group or, in lieu thereof, on a national securities exchange and will comply in all material respects with the Company ' s reporting, filing and other obligations under the rules of any such market or exchange, as applicable.

4.3 Non-Public Information. The Company covenants and agrees that neither it nor any other person acting on its behalf will provide any Purchaser or its agents or counsel with any information that the Company believes constitutes material non-public information, unless prior thereto Purchaser shall have executed a written agreement regarding the confidentiality and use of such information. The Company understands and confirms that the Purchaser shall be relying on the foregoing representations in effecting transactions in securities of the Company. Furthermore, if the Company has disclosed any material non-public information to the Purchaser, the Purchaser has no duty to keep such information confidential following the public announcement of the offering.

4.4 Conversion Price Adjustment. The Conversion Price shall be adjusted downward, and additional Conversion Shares shall be issued, so that MGWI and CVL hold 65% of the Company ' s issued and outstanding Common Stock on a fully diluted basis as measured at the time of the execution of the Transaction Documents in the event that (i) the number of issued and outstanding shares on a fully diluted basis are greater than as represented by the Company in the Transaction Documents or (ii) after giving effect to all of the transactions contemplated by this Agreement and the Transaction Documents, including, without limitation, the additional issuance of 9,200,000 and 4,600,000 shares of Common Stock to MGWI and CVL, or their designees, hold less than 65% of the Company ' s issued and outstanding Common Stock on a fully diluted basis as measured at the time of the execution of the Transaction Documents.

4.5 [INTENTIONALLY LEFT BLANK]

4.6 Expenses. The Company will pay all expenses incurred by the Company in complying with Section 4.4, including without limitation all registration and filing fees, printing expenses (if required), fees and disbursements of counsel and independent public accountants for the Company, fees and expenses (including reasonable counsel fees) incurred in connection with complying with state securities or " blue sky " laws, fees of the FINRA, transfer taxes, and fees of transfer agents and registrars.

4.7 Use of Proceeds. The Company shall use the net proceeds from the sale of the Securities hereunder primarily for working capital purposes and to fund the general corporate purposes of the Company and its Subsidiary, and to fund certain contractual obligations relating to acquisitions and to repay certain outstanding Indebtedness as set forth in Schedule 4.7 hereof (the " Indebtedness ") (to the extent such Indebtedness shall not have earlier converted into common stock).

4.8 Indemnification of Purchaser. Subject to the provisions of this Section 4.8, the Company will indemnify and hold the Purchaser and its directors, officers, stockholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, stockholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a " Purchaser Party ") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys ' fees and costs of investigation that any Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents or (b) any action instituted against the Purchaser Parties in any capacity, or any of them or their respective Affiliates, by any stockholder of the Company who is not an Affiliate of Purchaser Party, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of Purchaser Party ' s representations, warranties or covenants under the Transaction Documents or any agreements or understandings Purchaser Party may have with any such stockholder or any violations by Purchaser Party of state or federal securities laws or any conduct by Purchaser Party which constitutes fraud, gross negligence, willful misconduct or malfeasance). If any action shall be brought against any Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, Purchaser Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Purchaser Party. Any Purchaser Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of Purchaser Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel, or (iii) in such action there is, in the reasonable opinion of counsel, a material conflict on any material issue between the position of the Company and the position of Purchaser Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel in the aggregate (i.e., for all Purchaser Parties). The Company will not be liable to any Purchaser Party under this Agreement (y) for any settlement by a Purchaser Party effected without the Company ' s prior written consent, which shall not be unreasonably withheld or delayed, or (z) to the extent, but only to the extent, that a loss, claim, damage or liability is attributable to any Purchaser Party ' s breach of any of the representations, warranties, covenants or agreements made by Purchaser Party in this Agreement or in the other Transaction Documents.

4.9 Reservation of Common Stock; Reporting Status . The Company shall maintain a reserve from its duly authorized shares of Common Stock for issuance pursuant to the Transaction Documents in such amount as may then be required to issue all of the Underlying Shares.

4.10 Transfer Restrictions .

(a) The Securities may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of any Securities other than pursuant to an effective resale registration statement, transfer to an Affiliate, or Rule 144, or to the Company, the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company (the fees and expenses of which shall be paid by Purchaser), the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and shall have the rights and obligations of a Purchaser under this Agreement.

(b) The Purchaser agree to the imprinting, so long as is required by this Agreement, of a legend on any instruments evidencing the Convertible Note and Underlying Shares in the following form, as applicable:

NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933 (THE " SECURITIES ACT "), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

ARTICLE V. GENERAL PROVISIONS

5.1 [Reserved.]

5.2 Fees and Expenses. Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all transfer agent fees, stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Purchaser.

5.3 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.4 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 or email at the facsimile number or email address set forth on the signature pages attached hereto at or prior to 5:30 p.m. (Hong Kong 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 or email at the email address set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (Hong Kong Time) on any Trading Day, (c) the third 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 set forth on the signature pages attached hereto.

5.5 Amendments; Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Purchaser holding at least 50% in interest of the Securities based on the initial Subscription Amounts hereunder or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

5.6 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

5.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser. The Purchaser may assign any or all of its rights under this Agreement to any Person, to whom Purchaser assigns or transfers any Securities (including, without limitation MGW Investment I Limited), provided that such transferee agrees in writing to be bound, with respect to the transferred Securities, by the provisions of the Transaction Documents that apply to the " Purchaser. "

5.8 Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except for the Purchaser.

5.9 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the conflicts-of-law principles thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, stockholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or 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 other manner permitted by law. If either party shall commence an action, suit or proceeding to enforce any provisions of the Transaction Documents, then the prevailing party in such action, suit or proceeding shall be reimbursed by the other party for its reasonable attorneys ' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

5.10 Survival . The representations and warranties contained herein shall survive the Closing and the delivery of the Securities for a one-year period after the Closing Date.

5.11 Execution . This Agreement may be executed in counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. If any signature is delivered by facsimile transmission or by e-mail delivery of a " .pdf " format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or " .pdf " signature page was an original thereof.

5.12 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 commercially 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.

5.13 Remedies . In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchaser and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

5.14 Independent Nature of Purchaser ' s Obligations and Rights . The obligations of the

Purchaser under any Transaction Document are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance or non-performance of the obligations of any other Purchaser under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchaser as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchaser are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. Each Purchaser shall be entitled to independently protect and enforce its rights including, without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose. Each Purchaser has been represented by its own separate legal counsel in its review and negotiation of the Transaction Documents. The Company has elected to provide all Purchaser with the same terms and Transaction Documents for the convenience of the Company and not because it was required or requested to do so by any of the Purchaser. It is expressly understood and agreed that each provision contained in this Agreement and in each other Transaction Document is between the Company and a Purchaser, solely, and not between the Company and the Purchaser collectively and not between and among the Purchaser.

5.15 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken, or such right may be exercised, on the next succeeding Business Day.

5.16 Construction. The parties agree that each of them and their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto.

5.17 WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

CLEAN ENERGY TECHNOLOGIES, INC.

By: - -
Name: Kambiz Mahdi
Title: Chief Executive Officer

Address for Notice:
2990 Redhill Avenue
Costa Mesa, CA 92626
Email: Kmahdi@cetyinc.com

CONFECTIONS VENTURES LIMITED

By: - -
Name: Calvin Sean Pang
Title: Director

Address for Notice:
C/O Vistra Corporate Services Centre
Wikhams Cay II
Road Town, Tortola
BVI
Email: calvin@megawell-capital.com

Exhibit A

Convertible Promissory Note

NEITHER THIS NOTE NOR THE SECURITIES THAT MAY BE ISSUED BY THE COMPANY UPON CONVERSION HEREOF (COLLECTIVELY, THE "SECURITIES") HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THE SECURITIES NOR ANY INTEREST OR PARTICIPATION THEREIN MAY BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED: (I) IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE 1933 ACT, OR APPLICABLE STATE SECURITIES LAWS; OR (II) IN THE ABSENCE OF AN OPINION OF COUNSEL, IN A FORM ACCEPTABLE TO THE ISSUER, THAT REGISTRATION IS NOT REQUIRED UNDER THE 1933 ACT, (III) MAY BE TRANSFERRED WITHOUT LIMITATION TO AN AFFILIATE OF THE HOLDER OR; (IV) UNLESS SOLD, TRANSFERRED OR ASSIGNED PURSUANT TO RULE 144 UNDER THE 1933 ACT.

10% CONVERTIBLE PROMISSORY NOTE

$939,500.00 New York, NY

MATURITY DATE OF FEBRUARY 13, 2020 THE "MATURITY DATE"
FEBRUARY 13, 2018 'THE "ISSUANCE DATE"

FOR VALUE RECEIVED, Clean Energy Technologies, Inc., a Nevada Corporation (the "Company") doing business in Costa Mesa, CA, hereby promises to pay to the order of Confections Ventures Limited, an accredited investor and BVI corporation, or its assigns, including, without limitation MGW Investment I Limited, a Cayman Island limited company, (the "Holder"), the principal amount (the " Principal Amount ") of Nine Hundred Thirty-Nine Thousand and Five Hundred ($939,500) dollars ("Note"), at any time on or before February 13, 2020 (the "Maturity Date"), and to pay interest on the unpaid principal balance hereof at the rate of Ten Percent (10%) per annum (the "Interest Rate") commencing on the date hereof (the "Issuance Date"). The Company hereby acknowledges receipt of the Principal Amount from Holder.

1. Payments of Principal and Interest.

a. No Pre-payment Payment of Principal and Interest. The Company may not pre-pay principal or interest on this Note.

b. Interest. This Note shall bear interest ("Interest") at the rate of Ten Percent (10%) per annum from the Issuance Date until the same is paid in full, or otherwise converted in accordance with Section 2 below, and the Holder, at the Holder's sole discretion, may include any accrued but unpaid Interest in the Conversion Amount. Interest shall commence accruing on the Issuance Date, shall be computed on the basis of a 365-day year and the actual number of days elapsed and shall accrue daily and, after the Maturity Date, compound quarterly. Upon an Event of Default, as defined in Section 10 below, the Interest Rate shall increase to Eighteen Percent (18%) per annum for so long as the Event of Default is continuing ("Default Interest").

c. General Payment Provisions. This Note shall be paid in lawful money of the United States of America by check or wire transfer to such account as the Holder may from time to time designate by written notice to the Company 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 (as defined below), the same shall instead be due on the next succeeding day which is a Business Day and, in the case of any interest payment date which is not the date on which this Note is paid in full, the extension of the due date thereof shall not be taken into account for purposes of determining the amount of interest due on such date. For purposes of this Note, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the State of New York are authorized or required by law or executive order to remain closed.

2. Conversion of Note. In accordance with the terms of subsection 2(b) below, the Conversion Amount (see Paragraph 2(a)(i) of this Note shall be convertible into shares of the Company's common stock (the "Common Stock") according to the terms and conditions set forth in this Paragraph 2.

a. Certain Defined Terms. For purposes of this Note, the following terms shall have the following meanings:

i. "Conversion Amount" means the sum of (a) the principal amount of this Note to be converted with respect to which this determination is being made, (b) Interest; and (c) Default Interest, if any, if so included at the Holder's sole discretion.

ii. "Conversion Price" means $.003 as adjusted as provided herein.

iii. "Person " means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

iv. "Conversion Shares" means the Conversion Shares of the Common Stock of the Company into which any balance on this Note may be converted upon submission of a "Conversion Notice" to the Company substantially in the form attached hereto as Exhibit 1.

b. Holder's Conversion Rights. The Holder shall be entitled to convert all of the outstanding and unpaid principal and accrued interest of this Note into fully paid and non-assessable shares of Common Stock in accordance with the stated Conversion Price.

c. Fractional Conversion Shares . The Company shall not issue any fraction of a share of Common Stock upon any conversion; if such issuance would result in the issuance of a fraction of a share of Common Stock, the Company shall round such fraction of a share of Common Stock up to the nearest whole share except in the event that rounding up would violate the conversion limitation set forth in section 2(b) above.

d. Conversion Amount. The Conversion Amount shall be converted into restricted shares of Common Stock at the Conversion Price.

e. Mechanics of Conversion. The conversion of this Note shall be conducted in the following manner:

i. Holder's Conversion Requirements. To convert this Note into shares of Common Stock on any date set forth in the Conversion Notice by the Holder (the "Conversion Date"), the Holder shall transmit by email, facsimile or otherwise deliver, for receipt on or prior to 11 :59 p.m., Eastern Time, on such date or on the next Business Day, a copy of a fully executed notice of conversion in the form attached hereto as Exhibit 1 to the Company.

ii. Company's Response. Upon receipt by the Company of a copy of a Conversion Notice, the Company shall as soon as practicable, but in no event later than one (1) Business Day after receipt of such Conversion Notice, send, via email, facsimile or overnight courier, a confirmation of receipt of such Conversion Notice to such Holder indicating that the Company will process such Conversion Notice in accordance with the terms herein. Within three (3) Business Days after the date the Conversion Notice is delivered, the Company shall have issued and electronically transferred the shares to the Broker indicated in the Conversion Notice; should the Company be unable to transfer the shares electronically, it shall, within three (3) Business Days after the date the Conversion Notice was delivered, have surrendered to an overnight courier for delivery the next day to the address as specified in the Conversion Notice, a certificate, registered in the name of the Holder, for the number of shares of Common Stock to which the Holder shall be entitled.

iii. Record Holder. The person or persons in whose names the certificates or brokerage account the shares of Common Stock issuable upon a conversion of this Note shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the Conversion Date.

iv. Timely Response by Company. Upon receipt by Company of a Conversion Notice, Company shall respond within one business day to Holder confirming the details of the Conversion and provide within two business days the Conversion Shares requested in the Conversion Notice.

v. Liquidated Damages for Delinquent Response. If the Company fails to deliver for whatever reason (including any neglect or failure by, *e.g.,* the Company, its counselor the transfer agent) to Holder the Conversion Shares as requested in a Conversion Notice within three (3) business days of the Conversion Date, the Company shall be deemed in "Default of Conversion." Beginning on the fourth (4th) business day after the date of the Conversion Notice, after the Company is deemed in Default of Conversion, there shall accrue liquidated damages (the "Conversion Damages") of $2,000 per day for each day after the third business day until delivery of the Conversion Shares is made, and such penalty will be added to the Note being converted (under the Company's and Holder's expectation and understanding that any penalty amounts will tack back to the Issuance Date of the Note). The Parties agree that, at the time of drafting of this Note, the Holder's damages as to the delinquent response are incapable or difficult to estimate and that the liquidated damages called for is a reasonable forecast of just compensation.

vi. Liquidated Damages for Inability to Issue Conversion Shares. If the Company fails to deliver Conversion Shares requested by a Conversion Notice due to an exhaustion of authorized and issuable common stock such that the Company must increase the number of shares of authorized Common Stock before the Conversion Shares requested may be issued to the Holder, the discount set forth in the Conversion Price will be decreased by 20 percentage points for the Conversion Notice in question and all future Conversion Notices until the outstanding principal and interest of the Note is converted or paid in full. These liquidated damages shall not render the penalties prescribed by Paragraph 2(e)(v) void, and shall be applied in conjunction with Paragraph 2(e)(v) unless otherwise agreed to in writing by the Holder. The Parties agree that, at the time of drafting of this Note, the Holder's damages as to the inability to issue shares are incapable or difficult to estimate and that the liquidated damages called for is a reasonable forecast of just compensation.

vii. Rescindment of Conversion Notice. If: (i) the Company fails to respond to Holder within two Business Days from the date of delivery of a Conversion Notice confirming the details of the Conversion, (ii) the Company fails to provide the Conversion Shares requested in the Conversion Notice within three Business Days from the date of the delivery of the Conversion Notice, (iii) the Holder is unable to procure a legal opinion required to have the Conversion Shares issued unrestricted and/or deposited to sell for any reason related to the Company's standing with the SEC or FINRA, or any action or inaction by the Company, (iv) the Holder is unable to deposit the Conversion Shares requested in the Conversion Notice for any reason related to the Company's standing with the SEC or FINRA; or any action or inaction by the Company, (v) if the Holder is informed that the Company does not have the authorized and issuable Conversion Shares available to satisfy the Conversion, or (vi) if OTC Markets changes the Company's designation to 'Limited Information' (Yield), 'No Information' (Stop Sign), 'Caveat Emptor' (Skull and Crossbones), or 'OTC', 'Other OTC' or 'Grey Market' (Exclamation Mark Sign) on the day of or any day after the date of the Conversion Notice, the Holder maintains the option and sole discretion to rescind the Conversion Notice ("Rescindment") by delivering a notice of rescindment to the Company in the same manner that a Conversion Notice is required to be delivered to the Company pursuant to the terms of this Note.

viii. Transfer Agent Fees and Legal Fees . The issuance of the certificates shall be without charge or expense to the Holder. The Company shall pay any and all Transfer Agent fees, legal fees, and advisory fees required for execution of this Note and processing of any Notice of Conversion, including but not limited to the cost of obtaining a legal opinion with regard to the Conversion.

ix. Conversion Right Unconditional . If the Holder shall provide a Notice of Conversion as provided herein, the Company's obligations to deliver Common Stock shall be absolute and unconditional, irrespective of any claim of setoff, counterclaim, recoupment, or alleged breach by the Holder of any obligation to the Company.

3. Other Rights of Holder: Reorganization, Reclassification, Consolidation, Merger or Sale. Any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Company's assets to another Person or other transaction which is effected in such a way that holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) stock, securities, cash or other assets with respect to or in exchange for Common Stock, whether such position is increased, decreased or remains the same, is referred to herein as "Organic Change." Prior to the consummation of any (i) Organic Change or (ii) other Organic Change following which the Company is not a surviving entity, the Company will secure from the Person purchasing such assets or the successor resulting from such Organic Change (in each case, the "Acquiring Entity") a written agreement (in form and substance reasonably satisfactory to the Holder) to deliver to Holder in exchange for this Note, a security of the Acquiring Entity evidenced by a written instrument substantially similar in form and substance to this Note reasonably satisfactory to the Holder. Prior to the consummation of any other Organic Change, the Company shall make appropriate provision (in form and substance reasonably satisfactory to the Holder) to ensure that the Holder will thereafter have the right to acquire and receive in lieu of or in addition to (as the case may be) the shares of Common Stock immediately theretofore acquirable and receivable upon the conversion of the Note, such shares of stock, securities, cash or other assets that would have been Issued or payable in such Organic Change with respect to or in exchange for the number of shares of Common Stock which would have been acquirable and receivable upon the conversion of the Note as of the date of such Organic Change (without taking into account any limitations or restrictions on the convertibility of the Note set forth in Section 2(b) or otherwise). All provisions of this Note must be included to the satisfaction of Holder in any new Note created pursuant to this section. In the event of an Organic change that increases or decreases the number of shares Common Stock outstanding, on a fully diluted basis, the Conversion Price shall be proportionally adjusted upward or down to preserve the percentage of Common Stock, on a fully diluted basis, that the Holder would be issued if converting this Note in full on the date hereof.

4. Reservation of Conversion Shares. The Company shall at all times, so long as any principal amount of the Note is outstanding, reserve and keep available out of its authorized and unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Note, the number of shares of Common Stock as shall at all times be sufficient to effect the conversion of all of the principal amount, plus Interest and Default Interest, if any, of the Note then outstanding ("Share Reserve"), unless the Holder stipulates otherwise in the "Irrevocable Letter of Instructions to the Transfer Agent." So long as this Note is outstanding, upon written request of the Holder or via telephonic communication, the Company's Transfer Agent shall furnish to the Holder the then-current number of Common Stock issued and outstanding, the then-current number of Common Stock authorized, the then-current number of restricted shares, and the then-current number of shares reserved for third parties. The provisions of this Section 4 shall constitute irrevocable instructions to the Company ' s Transfer Agent to provide Holder with the information provided in this Section.

5. Voting Rights. The Holder of this Note shall have no voting rights as a note holder, except as required by law, however, upon the conversion of any portion of this Note into Common Stock, Holder shall have the same voting rights as all other Common Stock holders with respect to such shares of Common Stock then owned by Holder.

6. Reissuance of Note. In the event of a conversion pursuant to this Note of less than all of the Conversion Amount represented by this Note, the Company shall promptly cause to be issued and delivered to the Holder, upon tender by the Holder of the Note converted or redeemed, a new note of like tenor representing the remaining principal amount of this Note which has not been so converted or redeemed and which is in substantially the same form as this Note, as set forth above.

7. Default and Remedies.

a. Event of Default. For purposes of this Note, an "Event of Default" shall occur upon:

i. the Company's default in the payment of the outstanding principal, Interest or Default Interest of this Note when due, whether at the Maturity Date, acceleration or otherwise;

ii. the occurrence of a Default of Conversion as set forth in Section 2(e)(v);

iii. the failure by the Company for ten (10) days after notice to it to comply with any material provision of this Note not included in this Section 10(a);

iv. the Company's breach of any covenants, warranties, or representations made by the Company herein;

v. any of the information in the DRF is false or misleading in any material respect;

vi. the default by the Company in any Other Agreement entered into by and between the Company and Holder, for purposes hereof "Other Agreements" shall mean, collectively, all agreements and instruments between, among or by the Company, and, or for the benefit of, the Holder, MGW Investment I Limited (" MGWI ") and any affiliate of the Holder or MGWI, including without limitation, the Securities Purchase Agreement between the Company and MGWI, dated the even date hereof, and the Convertible Note Purchase Agreement between the Holder and the Company, dated the even date hereof;

vii. the cessation of operations of the Company or a material subsidiary;

viii. the Company pursuant to or within the meaning of any Bankruptcy Law; (a) commences a voluntary case; (b) consents to the entry of an order for relief against it in an involuntary case; (c) consents to the appointment of a Custodian of it or for all or substantially all of its property; (d) makes a general assignment for the benefit of its creditors; or (e) admits in writing that it is generally unable to pay its debts as the same become due;

ix. a court of competent jurisdiction entering an order or decree under any Bankruptcy Law that: (a) is for relief against the Company in an involuntary case; (b) appoints a Custodian of the Company or for all or substantially all of its property; or (c) orders the liquidation of the Company or any subsidiary, and the order or decree remains unstayed and in effect for thirty (30) days;

x. the Company files a Form 1 5 with the SEC; xi. the Company's failure to timely file all reports required to be filed by it with the Securities and Exchange Commission;

xii. the Company's failure to timely file all reports required to be filed by it with OTC Markets to remain a "Current Information" designated company;

xiii. the Company sells securities after the Issuance Date that do not have a fixed conversion price;

xiv. the Company's Common Stock is reported as "No Inside" by OTC Markets at any time while any principal, Interest or Default Interest under the Note remains outstanding;

xv. the Company's failure to maintain the required Share Reserve pursuant to the terms of the Irrevocable Letter of Instructions to the Transfer Agent;

xvi. the Company directs its transfer agent not to transfer, or delays, impairs, or hinders its transfer agent in transferring or issuing (electronically or in certificated form) any certificate for Conversion 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 and stop transfer instructions) on any certificate for any Conversion 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 its obligations pursuant to a Conversion Notice submitted by the Holder) and any such failure shall continue uncured for three (3) Business Days after the Conversion Notice has been delivered to the Company by Holder;

xvii. the Company's failure to remain current in its billing obligations with its transfer agent and such delinquency causes the transfer agent to refuse to issue Conversion Shares to Holder pursuant to a Conversion Notice;

xviii. the Company effectuates a reverse split of its Common Stock and fails to provide twenty (20) days prior written notice to Holder of its intention to do so; or

xix. OTC Markets changes the Company's designation to 'No Information' (Stop Sign), 'Caveat Emptor' (Skull and Crossbones), or 'OTC', 'Other OTC' or 'Grey Market' (Exclamation Mark Sign).

xx. "Change of Control Transaction" means the occurrence after the date hereof of any of and giving effect to the transactions giving rise to the issuance of this Note (a) an acquisition after the date hereof by an individual or legal entity or "group" (as described in Rule 13d-S(b)(1) promulgated under the Securities Exchange Act of 1934) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of 40% of the voting securities of the Company, (b) the Company merges into or consolidates with any other Person, as that term is defined in the Securities Act of 1933, as amended, or any Person merges into or consolidates with the Company and, after giving effect to such transaction, the stockholders of the Company immediately prior to such transaction own! less than 60% of the aggregate voting power of the Company or the successor entity of such transaction, (c) the Company sells or transfers all or substantially all of its assets to another Person and the stockholders of the Company immediately prior to such transaction own less than 60% of the aggregate voting power of the acquiring entity immediately after the transaction, (d) a replacement at one time or within a three year period of more than one-half of the members of the Board of Directors which is not approved by a majority of those individuals who are members of the Board of Directors on the Issuance Date (or by those individuals who are serving as members of the Board of Directors on any date whose nomination to the Board of Directors was approved by a majority of the members of the Board of Directors who are members on the date hereof), or (e) the execution by the Company of an agreement to which the Company is a party or by which it is bound.

xxi. Altering the conversion terms of any notes that are currently outstanding.

The Term "Bankruptcy Law" means Title 11, U.S. Code, or any similar Federal or State Law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

b. Remedies. If an Event of Default occurs, the Holder may in its sole discretion determine to request immediate repayment of all or any portion of the Note that remains outstanding; at such time the Company will be required to pay the Company the Default Amount (defined herein) in cash. For purposes hereof, the "Default Amount" shall mean: the product of (A) the then outstanding principal amount of the Note, plus accrued Interest and Default Interest, divided by (B) the Conversion Price as determined on the Issuance Date, multiplied by (C) the highest price at which the Common Stock traded at any time between the Issuance Date and the date of the Event of Default. If the Company fails to pay the Default Amount within five (5) Business Days of written notice that such amount is due and payable, then Holder shall have the right at any time, so long as the Company remains in default (and so long and to the extent there are a sufficient number of authorized but unissued shares), to require the Company, upon written notice, to immediately issue, in lieu of the Default Amount, the number of shares of Common Stock of the Company equal to the Default Amount divided by the Conversion Price then in effect.

8. Vote to Change the Terms of this Note. This Note and any provision hereof may only be amended by an instrument in writing signed by the Company and the Holder.

9. Lost or Stolen Note. Upon receipt by the Company of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of this Note, and, in the case of loss, theft or destruction, of an indemnification undertaking by the Holder to the Company in a form reasonably acceptable to the Company and, in the case of mutilation, upon surrender and cancellation of the Note, the Company shall execute and deliver a new Note of like tenor and date and in substantially the same form as this Note; provided, however, the Company shall not be obligated to re-issue a Note if the Holder contemporaneously requests the Company to convert such remaining principal amount, plus accrued Interest and Default Interest, if any, into Common Stock.

10. Payment of Collection, Enforcement and Other Costs. If: (i) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding; or (ii) an attorney is retained to represent the Holder of this Note in any bankruptcy, reorganization, receivership or other proceedings affecting creditors' rights and involving a claim under this Note, then the Company shall pay to the Holder all reasonable attorneys' fees, costs and expenses incurred in connection therewith, in addition to all other amounts due hereunder.

11. Cancellation. After all principal, accrued Interest and Default Interest, if any, at any time owed on this Note has been paid in full or otherwise converted in full, this Note shall automatically be deemed canceled, shall be surrendered to the Company for cancellation and shall not be reissued.

12. Waiver of Notice. To the extent permitted by law, the Company hereby waives demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.

13. Governing Law. This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the laws of the State of New York, without giving effect to provisions thereof regarding conflict of laws. Each party hereby irrevocably submits to the nonexclusive jurisdiction of the state and federal courts sitting in New York, New York 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 suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by sending, through certified mail or overnight courier, a copy thereof to such party at the address for such 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 HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

14. Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note, at law or in equity (including a decree of specific performance and/or other injunctive relief), and no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit the Holder's right to pursue actual damages for any failure by the Company to comply with the terms of this Note. The Company covenants to the Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder thereof and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof).

15. Specific Shall Not Limit General; Construction. No specific provision contained in this Note shall limit or modify any more general provision contained herein. This Note shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any person as the drafter hereof.

16. 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 further exercise thereof or of any other right, power or privilege.

17. Partial Payment. In the event of partial payment by the Holder, the principal sum due to the Holder shall be prorated based on the consideration actually paid by the Holder such that the Company is only required to repay the amount funded and the Company is not required to repay any unfunded portion of this Note, with the exception of any 010 contemplated herein.

18. Entire Agreement. Except with respect to the Other Agreements, this Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subjects herein. None of the terms of this Note can be waived or modified, except by an amended Note acknowledged by and signed by all parties hereto.

19. Additional Representations and Warranties. The Company expressly acknowledges that the Holder, including but not limited to its officer, directors, employees, agents, and affiliates, have not made any representation or warranty to it outside the terms of this Note and the Other Agreements. The Company further acknowledges that there have been no representations or warranties about future financing or subsequent transactions between the parties.

20. Notices. All notices and other communications given or made to the Company pursuant hereto shall be in writing (including facsimile or similar electronic transmissions) and shall be deemed effectively given: (i) upon personal delivery, (ii) when sent by electronic mail or facsimile, as deemed received by the close of business on the date sent, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery. All communications shall be sent either by email, or fax, or to the email address or facsimile number set forth on the signature page hereto. The physical address, email address, and phone number provided on the signature page hereto shall be considered valid pursuant to the above stipulations; should the Company's contact information change from that listed on the signature page, it is incumbent on the Company to inform the Holder.

21. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the rest of the Agreement shall be enforceable in accordance with its terms.

22. Usury . If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law. The Company covenants (to the extent that it may lawfully do so) that it will not seek to claim or take advantage of any law that would prohibit or forgive the Company from paying all or a portion of the principal, Interest or Default Interest on this Note.

23. Successors and Assigns. This Agreement shall be binding upon all successors and assigns hereto

This Note has been duly authorized and validly executed by the authorized officer of the Company, on the Issuance Date

CLEAN ENERGY TECHNOLOGIES, INC.

By: ______________________________
Name: Kambiz Mahdi
Title: Chief Executive Officer

2990 Redhill Ave.
Costa Mesa, Ca 92626
Email: Kmahdi@cetyinc.com
Phone 949.273.4990 x814

Exhibit I

Conversion Notice Conversion Notice

Reference is made to the 10 % Convertible Note issued by Clean Energy Technologies, Inc. (the "Note"), dated February 13, 2018 in the principal amount of $$939,500.00 with 10% interest. The features of conversion stipulate a Conversion Price equal to $.003 as adjusted pursuant to the terms therein.

In accordance with and pursuant to the Note, the undersigned hereby elects to convert the balance of the Note indicated below into shares of Common Stock, par value $.001 (the "Common Stock"), of the Company, by tendering the Note specified as of the date specified below.

Date of Conversion: ____

Please confirm the following information: Please confirm the following information:

Conversion Amount: ___________

Conversion Price: $ __________ (__ %discount from $_______________)

Conversion Price: $_____________________

Number of Common Stock to be issued: _________________________

Current Issued/Outstanding: _____________________

If the Issuer is DWAC eligible, please issue the Common Stock into which the Note is being converted in the name of the Holder of the Note and transfer the shares electronically to:

[BROKER INFORMATION]

Holder Authorization:

Do not send certificates to this address ,

Calvin Pang, Director

[DATE]

[CONTINUED ON NEXT PAGE]

PLEASE BE ADVISED, pursuant to Section 2(e)(ii) of the Note, "Upon receipt by the Company of a copy of the Conversion Notice, the Company shall as soon as practicable, but in no event later than one (1) Business Days after receipt of such Conversion Notice, SEND, VIA EMAIL, FACSIMILE OR OVERNIGHT COURIER, A CONFIRMATION OF RECEIPT OF SUCH CONVERSION NOTICE TO SUCH HOLDER INDICATING THAT THE COMPANY WILL PROCESS SUCH CONVERSION NOTICE in accordance with the terms herein. Within three (3) Business Days after the date of the Conversion Confirmation, the Company shall have issued and electronically transferred the shares to the Broker indicated in the Conversion Notice; should the Company be unable to transfer the shares electronically, they shall, within three (3) Business Days after the date of the Conversion Confirmation, have surrendered to FedEx for delivery the next day to the address as specified in the Conversion Notice, a certificate, registered in the name of the Holder, for the number of shares of Common Stock to which the Holder shall be entitled.

Signature:

____

Kambiz Mahdi
CEO
Clean Energy Technologies, Inc.

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the " **Agreement** ") is being entered into this 13 th day of February 2018 between Clean Energy Technologies, Inc, a Nevada corporation, (the " **Company** "), Clean Energy HRS LLC, a California limited liability company and wholly owned subsidiary of the Company (" **HRS** "), and ETI Partners IV LLC, a Delaware limited liability company, for itself and in its capacity as collateral agent and as the representative of the investors (the " **Investors** ") that are parties to the GE Financing Agreements (defined below) (collectively, " **ETI** "). The Company, HRS, and ETI are each a " **Party** " and collectively the " **Parties** . "

WITNESSETH:

WHEREAS , the Company, HRS, ETI and the Investors entered into the Transaction Completion and Financing Agreement, dated as of September 11, 2015 (the " **Transaction Completion and Financing Agreement** ");

WHEREAS, ETI is the representative of the Investors and is authorized to take the actions contemplated by this Agreement on behalf of the Investors;

WHEREAS , the Company, HRS and ETI entered into the Loan, Guarantee and Collateral Agreement, dated as of September 11, 2015 (the " **Loan, Guarantee and Collateral Agreement** ");

WHEREAS, ETI is the representative of the Secured Parties (as defined in the Loan, Guarantee and Collateral Agreement) and is authorized to take the actions contemplated by this Agreement on behalf of the Secured Parties;

WHEREAS , the Company and HRS issued a Senior Secured Convertible Note, dated September 15, 2015, in the principal amount of $4,500,100 (the " **Promissory Note** ");

WHEREAS, ETI is concurrently herewith waiving all principal and interest remaining outstanding under the Promissory Note;

WHEREAS , the Company, ETI, and ETI as authorized representative of the Investors entered into the Registration Rights Agreement, dated as of September 11, 2015 (the " Registration Rights Agreement, " together with the Transaction Completion and Financing Agreement, the Loan, Guarantee and Collateral Agreement and the Promissory Note, the " **GE Financing Agreements** ");

WHEREAS , the Company and MGW Investment I Limited, a company organized under the laws of the Cayman Islands (" **MGWI** ") are entering into a financing transaction (the " **Financing** ") and, as a condition precedent to the Financing, the Company is required repay all outstanding principal and interest on the Promissory Note, the Secured Parties shall release all liens, the registration rights granted under the Registration Rights Agreement shall be terminated and the GE Financing Agreements shall be terminated, all without any further obligations or liability between the Parties; and

WHEREAS , as a condition to the Financing the Company, ETI, Confections Ventures Limited, a company organized under the laws of the British Virgin Islands and MGWI are entering into the transactions contemplated by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Representations and Warranties.**

(a) As of the date hereof, each of the Parties hereby represents and warrants to the other Parties, severally and not jointly, as follows:

i. Each such Party has all requisite organizational power and authority to execute and deliver this Agreement and to perform its obligations contemplated hereby. This Agreement has been validly executed and delivered by such Party and, assuming that this Agreement constitutes the legal, valid and binding obligation of the other Parties hereto, constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms (except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors ' rights generally, or by principles governing the availability of equitable remedies).

ii. The execution and delivery of this Agreement by such Party does not, and the performance of this Agreement by such Party will not, (i) conflict with or violate any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to such Party or by which it is bound or affected, (ii) (A) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, (B) give to any other person any rights of termination, amendment, acceleration or cancellation of, or (C) result in the creation of any pledge, claim, lien, charge, encumbrance or security interest of any kind or nature whatsoever upon any of the properties or assets of such Party under, any agreement, contract, indenture, note or instrument to which such Party is a party or by which it is bound or affected, except for such breaches, defaults or other occurrences that would not prevent or materially delay the performance by such Party of any of such Party ' s obligations under this Agreement, or (iii) require any filing by such Party with, or any permit, authorization, consent or approval of, any governmental or regulatory authority, except where the failure to make such filing or obtain such permit, authorization, consent or approval would not prevent or materially delay the performance by such Party of any of such Party ' s obligations under this Agreement.

iii. As of the date hereof, no Party, nor any of its respective properties or assets is subject to any order, writ, judgment, injunction, decree, determination or award that would prevent or delay the consummation of the transactions contemplated hereby.

iv. Each Party acknowledges and agrees that at the time of the execution of this Agreement, all interest and principal of the Company under the Promissory Note has been paid by the Company and the Company ' s obligations thereunder are satisfied in full.

(b) The Company represents and warrants to the other Parties that the Company has the requisite corporate power and authority to issue shares of its common stock, par value $.001 per share (“ Common Stock ”), as contemplated by this Agreement. Such shares of Common Stock, when issued in accordance with the terms of this Agreement, shall have been duly authorized and validly issued, and will be fully paid and non-assessable, free and clear of all liens and encumbrances.

(c) ETI represents and warrants to the other Parties that it has the requisite corporate power and authority to enter into this Agreement as the authorized agent and representative of the Investors and to transfer shares of the Company ’ s Common Stock as contemplated by this Agreement. Such shares of Common Stock, when transferred in accordance with the terms of this Agreement, shall free and clear of all liens and encumbrances and shall vest ownership of such shares in the name of the transferee.

2. **Termination of GE Financing Agreements.**

The Company, HRS and ETI, for itself, in its capacity as Collateral Agent (for the purposes of this Section 2 any capitalized term not defined shall have the meaning ascribed to it in the Loan, Guarantee and Collateral Agreement) and as the authorized representative of the Investors, hereby mutually cancel and terminate each of the Registration Rights Agreement, the Transaction Completion and Financing Agreement, Loan, Guarantee and Collateral Agreement and Promissory Note without any further obligation or liability of any party thereto to the other, including, without limitation, the release of all Collateral of the Company and HRS by the Collateral Agent and the release of the Company and HRS from all guaranties created under Loan, Guarantee and Collateral Agreement . ETI hereby irrevocably authorizes the Company and/or HRS to file UCC financing statements to remove any lien or encumbrance created under Loan, Guarantee and Collateral Agreement or any of the other GE Financing Agreements and agrees to execute any document or filing with the Secretary of State necessary to assist the Company and HRS to accomplish the foregoing release of liens. ETI, for itself, in its capacity as Collateral Agent and in its capacity as the authorized representative of the Investors, hereby further expressly cancels all indebtedness outstanding under the Promissory Note.

3. **Common Stock Issuances and Transfers**

Contemporaneously with the execution of this Agreement and the consummation of the Financing:

(a) ETI shall transfer 6,800,000 shares of the Company ’ s Common Stock to Kambiz Mahdi and deliver to him a stock certificate representing such shares,

(b) ETI shall transfer 20,400,000 shares of the Company ’ s Common Stock to Li Guirong and deliver a stock certificate representing such shares.

(c) The Company shall issue 4,600,000 shares of the Company ’ s Common Stock to Li Guirong and deliver a stock certificate representing such shares.

(d) The Company shall issue 9,200,000 shares of the Company ' s Common Stock to Kambiz Madhi or his designees and deliver a stock certificate or certificates representing such shares.

4. **ETI Lockup.**

(a) **ETI Lockup.** ETI shall not offer, sell, contract to sell, pledge, transfer, or otherwise dispose of, directly or indirectly, any shares of the of the Common Stock of the Company of which it is deemed the beneficially owner (as determined by 17 CFR 240.13d-3), enter into a transaction that would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such shares, in each case, during any three-month period in excess of the greater of 1% of the outstanding shares of the Company ' s Common Stock being sold, or if the class is listed on a national stock exchange, the greater of 1% or the average reported weekly trading volume during the four weeks preceding the proposed date of sale or any such other volume .

(b) **Stop Transfer Order** . In furtherance of this Agreement, each ETI hereby authorizes and instructs the Company to instruct its transfer agent to enter a stop transfer order with respect to all of ETI holdings of Common Stock of the Company which shall become effective against ETI ' s shares upon the reasonable determination by the Board of Directors that ETI has breached a Section 4(a) of this Agreement. The Company agrees that as promptly as practicable after the date of this Agreement, it shall give such stop transfer instructions to the transfer agent for the Common Stock.

5. **<u>Release</u> s.**

(a) **Release by ETI.** ETI, for itself and in its capacity as Collateral Agent and as the representative of the Investors and Secured Parties (the " **ETI Parties** ") releases and forever discharges the Company and HRS and each of their respective past and present directors, officers, employees, affiliates, representatives, successors and assigns (such group, collectively, the " **Company Released Persons** "), from any and all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, costs, expenses, liabilities, covenants, contracts, agreements, promises, damages, judgments, executions and demands whatsoever (each a " **Claim** "), in law or equity, that the ETI Parties ever had, now have or hereafter may have against the Company Released Persons arising from or relating to the GE Financing Agreements, from the beginning of time through the date hereof, other than any Claims of ETI Parties arising under this Agreement.

(b) **Release by Company and HRS** . The Company and HRS release and forever discharge the ETI Parties and each of their respective past and present directors, officers, employees, affiliates, representatives, successors and assigns (such group, collectively, the " **ETI Released Persons** "), from any and all Claims, in law or equity, that the Company or HRS ever had, now have or hereafter may have against the ETI Released Persons arising from or relating to the GE Financing Agreements, from the beginning of time through the date hereof, other than any Claims of the Company and HRS arising under this Agreement.

(c) **Waiver of California Civil Code Section 1542.** The Parties specifically waive application of California Civil Code Section 1542 and certify that they have read the following provision of California Civil Code Section 1542 which provides that:

" A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor "

6. **No Third Party Beneficiaries.**

This Agreement is solely for the benefit of the Parties and their successor and assigns and is not intended for the benefit of any other individual or business entity.

7. **Delay No Waiver; No Oral Changes.**

No delay on the part of any party in exercising any right or remedy under this Agreement or failure to exercise the same shall operate as a waiver in whole or in part of any such right or remedy. No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by party against whom such waiver or amendment is to be enforced, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

8. **Assignment** .

No Party may assign or transfer its rights or delegate its duties under this Agreement without the prior written consent of the other Parties.

9. **Representation by Counsel** .

The Parties represent that they have been advised to consult with an attorney and has carefully read and understand the scope and effect of the provisions of this Agreement. In the event that any Party elects to not consult with an attorney, he irrevocably waives any claim to inadequate representation by counsel.

10. **Governing Law; Consent to Jurisdiction.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflict of laws. Each of the Parties hereby (i) irrevocably consents and agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the United States District Court for the Southern District of New York or Supreme Court of the State of New York in the County of New York, (ii) by execution and delivery of this Agreement, irrevocably submits to and accepts, with respect to its properties and assets, generally and unconditionally, the jurisdiction of the aforesaid courts, and irrevocably waives any and all rights it may have to object to such jurisdiction under the Constitution or laws of the State of New York or the Constitution of the United States or otherwise, and (iii) irrevocably consents that service of process upon it in any such action or proceeding shall be valid and effective against it or him if made either (x) in the manner provided herein for delivery of notices hereunder or (y) any other manner permitted by law.

11. **Waiver of Trial by Jury.**

ALL PARTIES TO THIS AGREEMENT HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THIS AGREEMENT.

14. **Severability.**

In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision

15. **Entire Agreement** .

This Agreement represents the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes and replaces any and all prior agreements and understandings, whether written or oral, concerning the subject matter of this Agreement.

16. **Notices** .

Any notice required or permitted under this Agreement shall be in writing and shall be mailed by registered or certified mail, postage prepaid, nationally or internationally recognized mail service or sent by electronic mail or otherwise delivered by hand or by messenger addressed to the address of the Party set forth below its signature on the signature page below. Notice shall be deemed given upon proof of receipt if by mail or on the time and date sent if by email.

16. **Headings** .

Headings in this Agreement are for convenience only and will not affect the construction of this Agreement. Section headings in this Indenture and the Table of Contents are for convenience only and will not affect the construction of this Agreement.

17. **Counterparts** .

This Agreement may be executed and delivered in counterparts and by facsimile and as so executed and delivered shall be fully effective and binding once executed by all Parties listed as signatories hereto.

[Signature Page Follows]

IN WITNESS WHEREOF , the Parties have each cause this Agreement to be signed by their duly appointed authorized signatories as of the date set forth above.

CLEAN ENERGY TECHNOLOGIES, INC. By: ______________________ Name: Kambiz Mahdi Title: Chief Executive Officer Address for Notice: Clean Energy Technologies, Inc. Att: Kambiz Mahdi 2990 Redhill Avenue Costa Mesa, CA 92626 Email: KMahdi@cetyinc.com	**ETI PARTNERS IV LLC** By: **ENERGY TECHNOLOGY INNOVATIONS INC, AS MANAGER** . By: ______________________ Name: Meddy Sahebi Title: President Address for Notice: 679 San Juan Dr. Venice, CA 90291 Email: meddysahebi@gmail.com
CLEAN ENERGY HRS LLC By: ______________________ Name: Kambiz Mahdi Title: CEO & President Address for Notice: c/o Clean Energy Technologies, Inc. Att: Kambiz Mahdi 2990 Redhill Avenue Costa Mesa, CA 92626 Email: KMahdi@cetyinc.com	

SETTLEMENT AND RELEASE AGREEMENT

This Settlement Agreement (the " Agreement ") is being entered into this 13 th day of February 2018 between Clean Energy Technologies, Inc, a Nevada corporation, (the " Company "), Red Dot Investment, Inc., a California corporation (" Reddot "), Megawell USA Technology Investment Fund 1, a Wyoming limited liability company (" Megawell USA ") and Confections Ventures Limited, a British Virgin Island company (" Confections Ventures "). The Company, Reddot, Megawell USA and Confections Ventures each a " Party " and collectively the " Parties. "

WITNESSETH:

WHEREAS , the Company and Peak One Opportunity Fund, L.P, a Delaware limited partnership (" Peak One ") entered into a Securities Purchase Agreement dated March 11, 2016 (the " Peak SPA ");

WHEREAS , on or about March 15, 2016, the Company issued to Peak One a Convertible note in the principal amount of $75,000 (the " Peak One Convertible Note ") under the Peak SPA;

WHEREAS , effective October 31, 2016 the Company issued a redemption notice to redeem the Peak One Convertible Note (the " Peak One Redeemed Convertible Note ") and concurrently assigned the right to acquire the Peak One Convertible Note to Reddot;

WHEREAS , the Company and Red Dot concurrently entered into an Escrow Funding Agreement (the " Reddot Escrow Agreement ") pursuant to which Reddot funded the redemption of the Peak One Convertible Note and agreed that Reddot would be subrogated to the rights of Peak One under the Peak One Convertible Note, as amended by the Reddot Escrow Agreement;

WHEREAS , the Company and Megawell USA subsequently entered into a Credit Agreement and Promissory Note, dated as of December 31, 2016 (the " Megawell Credit Agreement, " together with the Reddot Escrow Agreement, the " Credit Documents ");

WHEREAS, pursuant to the Credit Documents funds were advanced to or for the benefit of the Company, including to redeem three convertible promissory notes of the Company to Actus Fund, LLC, JSJ Investments, and partially redeem a convertible note to EMA Financial, LLC (collectively with the Peak One Convertible Note, the " Redeemed Convertible Notes ");

WHEREAS, the Parties believe that the transactions contemplated by the Credit Agreements do not represent the intent of the parties thereto and are either void or voidable, and the parties thereto wish to cancel such transactions;

WHEREAS , the Company acknowledges receipt of the advances, and Megawell USA and Confections Ventures agree and acknowledge payment of the advances by Confections Ventures to pay for the redemption of the Redeemed Convertible Notes and payment of various fees and expenses of the Company;

WHEREAS , the Parties agree and acknowledge that the current outstanding amount of the advances, plus accrued interest, fees and charges thereon equals $939,500 (the " Settlement Amount "); and

WHEREAS, the Parties seek mutually to cancel, terminate, and void the Credit Documents and, in their stead, that the Company will issue to Confections Ventures a convertible promissory note in the principal amount of the Settlement Amount and release each other party from all other obligations and claims arising under the Credit Documents.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Representations and Warranties.**

(a) The Company, Reddot, Megawell USA and Confection Ventures represent and warrant, severally but not jointly, that the statements set forth in the Preamble above are true and correct in all material respects.

(b) The Company, Confection Ventures, Megawell USA and Reddot represent and warrant that they, severally but not jointly, have made reasonably commercial efforts to determine the signatory authorized to act on behalf of Megawell USA.

(d) The Company represents and warrants that it has been presented with sufficient documentation by Confections Ventures and Megawell USA to demonstrate that the Company received the advances from Confections Ventures of $939,500 in consideration of its entering into the Convertible Note Purchase Agreement (defined below) and issuing the Convertible Promissory Note (as defined below) to Confections Ventures.

(e) Reddot represents and warrants that has been paid by the Company all funds due to it as of the date hereof by the Company.

(f) As of the date hereof, each of the Parties hereby represents and warrants to the other Parties, severally and not jointly, as follows:

i. Each such Party has all requisite organizational power and authority to execute and deliver this Agreement and to perform its obligations contemplated hereby. This Agreement has been validly executed and delivered by such Party and, assuming that this Agreement constitutes the legal, valid and binding obligation of the other Parties hereto, constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms (except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors ' rights generally, or by principles governing the availability of equitable remedies).

ii. The execution and delivery of this Agreement by such Party does not, and the performance of this Agreement by such Party will not, (i) conflict with or violate any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to such Party or by which it is bound or affected, (ii) (A) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, (B) give to any other person any rights of termination, amendment, acceleration or cancellation of, or (C) result in the creation of any pledge, claim, lien, charge, encumbrance or security interest of any kind or nature whatsoever upon any of the properties or assets of such Party under, any agreement, contract, indenture, note or instrument to which such Party is a party or by which it is bound or affected, except for such breaches, defaults or other occurrences that would not prevent or materially delay the performance by such Party of any of such Party ' s obligations under this Agreement, or (iii) require any filing by such Party with, or any permit, authorization, consent or approval of, any governmental or regulatory authority, except where the failure to make such filing or obtain such permit, authorization, consent or approval would not prevent or materially delay the performance by such Party of any of such Party ' s obligations under this Agreement.

iii. As of the date hereof, neither such Party, nor any of its respective properties or assets is subject to any order, writ, judgment, injunction, decree, determination or award that would prevent or delay the consummation of the transactions contemplated hereby.

2. **The Escrow Funding Agreement.**

The Company and Reddot hereby void and cancel the Escrow Funding Agreement. If any person or entity claims that that the Escrow Funding Agreement is enforceable against Reddot or the Company, Reddot and the Company agree that the Escrow Funding Agreement is terminated in its entirety without any further liability or obligation of Reddot or the Company to each other thereunder.

3. **The Credit Agreement and Promissory Note.**

The Company and Megawell hereby void and cancel Credit Agreement and Promissory Note. If any person or entity claims that that the Credit Agreement and Promissory Note is enforceable against Megawell USA or the Company, Megawell USA and the Company agree that the Credit Agreement and Promissory Note is terminated in its entirety without any further liability or obligation of Megawell USA or the Company to each other thereunder.

4. **Issuance of a New Note to Confections Ventures Limited.**

As a condition to Confections Ventures execution of this Agreement, the Company and Confections Ventures shall enter into a Convertible Note Purchase Agreement whereby the Company will issue to Confection Ventures a two (2) year convertible promissory note in the principal amount of $939,500 carrying an interest rate of 10% per annum that is convertible into the common stock of the Company, par value $.001 per share (the " Common Stock ") at a conversion price of $.003 per share substantially in the form attached hereto.

5. **Release s.**

(a) **Release by Reddot.** Reddot releases and forever discharges the Company, Megawell USA and Confection Ventures and each of their respective past and present directors, officers, employees, affiliates, representatives, successors and assigns (such group, collectively, the " **Reddot Released Persons** "), from any and all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, costs, expenses, liabilities, covenants, contracts, agreements, promises, damages, judgments, executions and demands whatsoever (each a " **Claim** "), in law or equity, that the Reddot ever had, now has or hereafter may have against the Reddot Released Persons arising from or relating to the Credit Agreements, from the beginning of time through the date hereof, other than any Claims of Reddot arising under this Agreement.

(b) **Release by Company** . The Company releases and forever discharges Reddot, Megwell USA and Confection Ventures and each of their respective past and present directors, officers, employees, affiliates, representatives, successors and assigns (such group, collectively, the " **Company Released Persons** "), from any and all Claims, in law or equity, that the Company ever had, now has or hereafter may have against the Company Released Persons arising from or relating to the Credit Agreements, from the beginning of time through the date hereof, other than any Claims of the Company arising under this Agreement.

(c) **Release by Confection Ventures** . Confection Ventures releases and forever discharges Reddot, Megawell USA and the Company and each of their respective past and present directors, officers, employees, affiliates, representatives, successors and assigns (such group, collectively, the " **Confection Released Persons** "), from any and all Claims, in law or equity, that Confection Ventures ever had, now has or hereafter may have against the Confection Released Persons arising from or relating to the Credit Agreements, from the beginning of time through the date hereof, other than any Claims of Confection Ventures arising under this Agreement.

(d) **Release by Megawell USA** . Megawell USA releases and forever discharges Reddot, Confections Ventures and the Company and each of their respective past and present directors, officers, employees, affiliates, representatives, successors and assigns (such group, collectively, the " **Megawell Released Persons** "), from any and all Claims, in law or equity, that Megawell USA ever had, now has or hereafter may have against the Megawell Released Persons arising from or relating to the Credit Agreements, from the beginning of time through the date hereof, other than any Claims of Confection Ventures arising under this Agreement.

(d) **Waiver of California Civil Code Section 1542.** The Parties specifically waive application of California Civil Code Section 1542 and certify that they have read the following provision of California Civil Code Section 1542 which provides that:

" A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor "

6. **No Third Party Beneficiaries.**

This Agreement is solely for the benefit of the Parties, the respective released persons in Section 5 and their successor and assigns and is not intended for the benefit of any other individual or business entity.

7. **Delay No Waiver; No Oral Changes.**

No delay on the part of any party in exercising any right or remedy under this Agreement or failure to exercise the same shall operate as a waiver in whole or in part of any such right or remedy. No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by party against whom such waiver or amendment is to be enforced, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

8. **Assignment** .

No Party may assign or transfer its rights or delegate its duties under this Agreement without the prior written consent of the other Parties.

9. **Representation by Counsel** .

The Parties represent that they have been advised to consult with an attorney and has carefully read and understand the scope and effect of the provisions of this Agreement. In the event that any Party elects to not consult with an attorney, he irrevocably waives any claim to inadequate representation by counsel.

10. **Governing Law; Consent to Jurisdiction.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflict of laws. Each of the Parties hereby (i) irrevocably consents and agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the United States District Court for the Southern District of New York or Supreme Court of the State of New York in the County of New York, (ii) by execution and delivery of this Agreement, irrevocably submits to and accepts, with respect to its properties and assets, generally and unconditionally, the jurisdiction of the aforesaid courts, and irrevocably waives any and all rights it may have to object to such jurisdiction under the Constitution or laws of the State of New York or the Constitution of the United States or otherwise, and (iii) irrevocably consents that service of process upon it in any such action or proceeding shall be valid and effective against it or him if made either (x) in the manner provided herein for delivery of notices hereunder or (y) any other manner permitted by law.

11. **Waiver of Trial by Jury.**

ALL PARTIES TO THIS AGREEMENT HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THIS AGREEMENT.

14. **Severability.**

In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision

15. **Entire Agreement** .

This Agreement represents the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes and replaces any and all prior agreements and understandings, whether written or oral, concerning the subject matter of this Agreement.

16. **Notices** .

Any notice required or permitted under this Agreement shall be in writing and shall be mailed by registered or certified mail, postage prepaid, nationally or internationally recognized mail service or sent by electronic mail or otherwise delivered by hand or by messenger addressed to the address of the Party set forth below its signature on the signature page below. Notice shall be deemed given upon proof of receipt if by mail or on the time and date sent if by email.

16. **Headings** .

Headings in this Agreement are for convenience only and will not affect the construction of this Agreement. Section headings in this Indenture and the Table of Contents are for convenience only and will not affect the construction of this Agreement.

17. **Counterparts** .

This Agreement may be executed and delivered in counterparts and by facsimile and as so executed and delivered shall be fully effective and binding once executed by all Parties listed as signatories hereto.

[Signature Page Follows]

IN WHITNESS WHEREOF , the Parties have each cause this Agreement to be signed by their duly appointed authorized signatories as of the date set forth above.

CONFECTIONS VENTURES LIMITED By: ______________________ Name: Calvin Sean Pang Title: Director Address for Notice Confections Ventures Limited C/O Vistra Corporate Services Centre Wickhams Cay II, Road Town, Tortola British Virgin Islands email: Calvin@megawell-capital.com	**RED DOT INVESTMENT, INC .** By: ______________________ Name: Ted Hsu Title: Chief Executive Officer Address for Notice: 6600 Sunset Blvd. Ste 201 Los Angeles CA 90028 Email: Ted@reddotii.com
CLEAN ENERGY TECNOLOGIES, INC. By: ______________________ Name: Title: Chief Executive Officer Address for Notice: Clean Energy Technologies, Inc. Att: Kambiz Mahdi 2990 Redhill Avenue Costa Mesa, CA 92626 Email: KMahdi@cetyinc.com	**MEGAWELL USA TECHNOLOGY AND INVESTMENT FUND 1** By: **RED DOT INVESTMENT, INC .** By: ______________________ Name: Ted Hsu Title: Chief Executive Officer Address for Notice: 6600 Sunset Blvd. Ste 201 Los Angeles CA 90028 Email: Ted@reddotii.com

NEITHER THIS NOTE NOR THE SECURITIES THAT MAY BE ISSUED BY THE COMPANY UPON CONVERSION HEREOF (COLLECTIVELY, THE "SECURITIES") HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THE SECURITIES NOR ANY INTEREST OR PARTICIPATION THEREIN MAY BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED: (I) IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE 1933 ACT, OR APPLICABLE STATE SECURITIES LAWS; OR (II) IN THE ABSENCE OF AN OPINION OF COUNSEL, IN A FORM ACCEPTABLE TO THE ISSUER, THAT REGISTRATION IS NOT REQUIRED UNDER THE 1933 ACT OR; (III) UNLESS SOLD, TRANSFERRED OR ASSIGNED PURSUANT TO RULE 144 UNDER THE 1933 ACT.

12% CONVERTIBLE PROMISSORY NOTE

MATURITY DATE OF OCTOBER 8, 2018 THE "MATURITY DATE"

$153,123 FEBRUARY 8, 2018 'THE "ISSUANCE DATE"

FOR VALUE RECEIVED, Clean Energy Technologies, Inc., a Nevada Corporation (the "Company") doing business in Costa Mesa, CA, hereby promises to pay to the order of MGW Investment I Limited, an accredited investor and Cayman Corporation, or its assigns (the "Holder"), the principal amount of One Hundred and Fifty-Three Thousand One Hundred Twenty-Three ($153,123) ("Note"), on demand of the Holder at any time on or after October 8, 2018 (the "Maturity Date"), and to pay interest on the unpaid principal balance hereof at the rate of Twelve Percent (12%) per annum (the "Interest Rate") commencing on the date hereof (the "Issuance Date"). This Note is being issued as a replacement for that certain convertible promissory note issued to Holder in the principal amount of $153,123 on January 29, 2018 which has been voided by the Company as agreed to by the Holder below.

1. Payments of Principal and Interest.

a. Pre-payment and Payment of Principal and Interest. The Company may pay this Note in full, together with any and all accrued and unpaid interest, plus any applicable pre-payment premium set forth herein and subject to the terms of this Section 1.a, at any time on or prior to the date which occurs 180 days after the Issuance Date hereof (the "Prepayment Date"). In the event the Note is not prepaid in full on or before the Prepayment Date, it shall be deemed a "Pre-Payment Default" hereunder. Until the Ninetieth (90th) day after the Issuance Date the Company may pay the principal at a cash redemption premium of 130%, in addition to outstanding interest, without the Holder's consent; from the 91st day to the One Hundred and Twentieth (120th) day after the Issuance Date" the Company may pay the principal at a cash redemption premium of 135%, in addition to outstanding interest, without the Holder's consent; from the 121st day to the Prepayment Date, the Company may pay the principal at a cash redemption premium of 140%, in addition to outstanding interest, without the Holder's consent.

After the Prepayment Date to the Maturity Date this Note shall have a cash redemption premium of 140% of the then outstanding principal amount of the Note, plus accrued interest and Default Interest, if any, which may only be paid by the Company upon Holder's prior written consent. At any time on or after the Maturity Date, the Company may repay the then outstanding principal plus accrued interest and Default Interest (defined below), if any, to the Holder.

b. Mandatory Redemption . In the event that the Company completes a contemplated funding transaction (the " Transaction ") with Confections Ventures Limited, the Company shall, within 30 days of the closing of such transaction, use the proceeds of such financing to repurchase such portion of the outstanding amount of principal and interest of the Note which will allow the Holder to be be able to convert the remaining outstanding principal and interest of the Note that will permit Confections Ventures Limited and MGW Investment I Limited and their affiliates to hold 65% of the issued and outstanding common stock of the Company, on a fully diluted basis.

c. Demand of Repayment. The principal and interest balance of this Note shall be paid to the Holder hereof on demand by the Holder at any time on or after the Maturity Date. The Default Amount (defined herein), if applicable, shall be paid to Holder hereof on demand by the Holder at any time such Default Amount becomes due and payable to Holder.

c. Interest. This Note shall bear interest ("Interest") at the rate of Twelve Percent (12%) per annum from the Issuance Date until the same is paid, or otherwise converted in accordance with Section 2 below, in full and the Holder, at the Holder's sole discretion, may include any accrued but unpaid Interest in the Conversion Amount. Interest shall commence accruing on the Issuance Date, shall be computed on the basis of a 365-day year and the actual number of days elapsed and shall accrue daily and, after the Maturity Date, compound quarterly. Upon an Event of Default, as defined in Section 10 below, the Interest Rate shall increase to Eighteen Percent (18%) per annum for so long as the Event of Default is continuing ("Default Interest").

e. General Payment Provisions. This Note shall be paid in lawful money of the United States of America by check or wire transfer to such account as the Holder may from time to time designate by written notice to the Company 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 (as defined below), the same shall instead be due on the next succeeding day which is a Business Day and, in the case of any interest payment date which is not the date on which this Note is paid in full, the extension of the due date thereof shall not be taken into account for purposes of determining the amount of interest due on such date. For purposes of this Note, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the State of Texas are authorized or required by law or executive order to remain closed.

2. Conversion of Note. In accordance with the terms of subsection 2(b) below, the Conversion Amount (see Paragraph 2(a)(i) of this Note shall be convertible into shares of the Company's common stock (the "Common Stock") according to the terms and conditions set forth in this Paragraph 2. Notwithstanding anything to the contrary in this Note, this Note may not be converted by Holder if the Holder will be issued more than 9.9% of the issued and outstanding Common Stock of the Company at such time.

a. Certain Defined Terms. For purposes of this Note, the following terms shall have the following meanings:

i. "Conversion Amount" means the sum of (a) the principal amount of this Note to be converted with respect to which this determination is being made, (b) Interest; and (c) Default Interest, if any, if so included at the Holder's sole discretion.

ii. "Conversion Price" means the lower of: (i) a 40% discount to the lowest trading price during the previous twenty (20) trading days to the date of a Conversion Notice; or (ii) 0.003.

iii. "Person " means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

iv. "Shares" means the Shares of the Common Stock of the Company into which any balance on this Note may be converted upon submission of a "Conversion Notice" to the Company substantially in the form attached hereto as Exhibit 1.

b. Holder's Conversion Rights. Subject to the repurchase conditions in Section 1(b) hereof, the Holder shall be entitled to convert all of the outstanding and unpaid principal and accrued interest of this Note into fully paid and non-assessable shares of Common Stock in accordance with the stated Conversion Price commencing on the date that is 30 days from the date hereof; provided, however, if the Company consummates the Transactions such date shall be 30 days from the closing date of the Transaction.

c. Fractional Shares . The Company shall not issue any fraction of a share of Common Stock upon any conversion; if such issuance would result in the issuance of a fraction of a share of Common Stock, the Company shall round such fraction of a share of Common Stock up to the nearest whole share except in the event that rounding up would violate the conversion limitation set forth in section 2(b) above.

d. Conversion Amount. The Conversion Amount shall be converted pursuant to Rule 144(b)(1)(ii) and Rule 144(d)(1)(ii) as promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended, into unrestricted shares at the Conversion Price.

e. Mechanics of Conversion. The conversion of this Note shall be conducted in the following manner:

i. Holder's Conversion Requirements. To convert this Note into shares of Common Stock on any date set forth in the Conversion Notice by the Holder (the "Conversion Date"), the Holder shall transmit by email, facsimile or otherwise deliver, for receipt on or prior to 11 :59 p.m., Eastern Time, on such date or on the next business day, a copy of a fully executed notice of conversion in the form attached hereto as Exhibit 1 to the Company.

ii. Company's Response. Upon receipt by the Company of a copy of a Conversion Notice, the Company shall as soon as practicable, but in no event later than one (1) Business Day after receipt of such Conversion Notice, send, via email, facsimile or overnight courier, a confirmation of receipt of such Conversion Notice to such Holder indicating that the Company will process such Conversion Notice in accordance with the terms herein. Within two (2) Business Days after the date the Conversion Notice is delivered, the Company shall have issued and electronically transferred the shares to the Broker indicated in the Conversion Notice; should the Company be unable to transfer the shares electronically, it shall, within two (2) Business Days after the date the Conversion Notice was delivered, have surrendered to an overnight courier for delivery the next day to the address as specified in the Conversion Notice, a certificate, registered in the name of the Holder, for the number of shares of Common Stock to which the Holder shall be entitled.

iii. Record Holder. The person or persons entitled to receive the shares of Common Stock issuable upon a conversion of this Note shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the Conversion Date.

iv. Timely Response by Company. Upon receipt by Company of a Conversion Notice, Company shall respond within one business day to Holder confirming the details of the Conversion, and provide within two business days the Shares requested in the Conversion Notice.

v. Liquidated Damages for Delinquent Response. If the Company fails to deliver for whatever reason (including any neglect or failure by, *e.g.,* the Company, its counselor the transfer agent) to Holder the Shares as requested in a Conversion Notice within three (3) business days of the Conversion Date, the Company shall be deemed in "Default of Conversion." Beginning on the fourth (4th) business day after the date of the Conversion Notice, after the Company is deemed in Default of Conversion, there shall accrue liquidated damages (the "Conversion Damages") of $2,000 per day for each day after the third business day until delivery of the Shares is made, and such penalty will be added to the Note being converted (under the Company's and Holder's expectation and understanding that any penalty amounts will tack back to the Issuance Date of the Note). The Parties agree that, at the time of drafting of this Note, the Holder's damages as to the delinquent response are incapable or difficult to estimate and that the liquidated damages called for is a reasonable forecast of just compensation.

vi. Liquidated Damages for Inability to Issue Shares. If the Company fails to deliver Shares requested by a Conversion Notice due to an exhaustion of authorized and issuable common stock such that the Company must increase the number of shares of authorized Common Stock before the Shares requested may be issued to the Holder, the discount set forth in the Conversion Price will be increased by 5 percentage points (i.e. from 40% to 45%) for the Conversion Notice in question and all future Conversion Notices until the outstanding principal and interest of the Note is converted or paid in full. These liquidated damages shall not render the penalties prescribed by Paragraph 2(e)(v) void, and shall be applied in conjunction with Paragraph 2(e)(v) unless otherwise agreed to in writing by the Holder. The Parties agree that, at the time of drafting of this Note, the Holder's damages as to the inability to issue shares are incapable or difficult to estimate and that the liquidated damages called for is a reasonable forecast of just compensation.

vii. Rescindment of Conversion Notice. If: (i) the Company fails to respond to Holder within one business day from the date of delivery of a Conversion Notice confirming the details of the Conversion, (ii) the Company fails to provide the Shares requested in the Conversion Notice within three business days from the date of the delivery of the Conversion Notice, (iii) the Holder is unable to procure a legal opinion required to have the Shares issued unrestricted and/or deposited to sell for any reason related to the Company's standing with the SEC or FINRA, or any action or inaction by the Company, (iv) the Holder is unable to deposit the Shares requested in the Conversion Notice for any reason related to the Company's standing with the SEC or FINRA; or any action or inaction by the Company, (v) if the Holder is informed that the Company does not have the authorized and issuable Shares available to satisfy the Conversion, or (vi) if OTC Markets changes the Company's designation to 'Limited Information' (Yield), 'No Information' (Stop Sign), 'Caveat Emptor' (Skull and Crossbones), or 'OTC', 'Other OTC' or 'Grey Market' (Exclamation Mark Sign) on the day of or any day after the date of the Conversion Notice, the Holder maintains the option and sole discretion to rescind the Conversion Notice ("Rescindment") by delivering a notice .of rescindment to the Company in the same manner that a Conversion Notice is required to be delivered to the Company pursuant to the terms of this Note.

viii. Transfer Agent Fees and Legal Fees . The issuance of the certificates shall be without charge or expense to the Holder. The Company shall pay any and all Transfer Agent fees, legal fees, and advisory fees required for execution of this Note and processing of any Notice of Conversion, including but not limited to the cost of obtaining a legal opinion with regard to the Conversion. The Holder will deduct $3,000 from the principal payment of the Note solely to cover the cost of obtaining any and all leg~ 1 opinions required to obtain the Shares requested in any given Conversion Notice. These fees do not make provision for or suffice to defray any legal fees incurred in collection or enforcement of the Note as described in Paragraph 1 3.

ix. Conversion Right Unconditional . If the Holder shall provide a Notice of Conversion as provided herein, the Company's obli9ations to deliver Common Stock shall be absolute and unconditional, irrespective of any claim of setoff, counterclaim, recoupment, or alleged breach by the Holder of any obligation to the Company.

3. Other Rights of Holder: Reorganization, Reclassification, Consolidation, Merger or Sale. Any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Company's assets to another Person or other transaction which is effected in such a way that holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) stock, securities, cash or other assets with respect to or in exchange for Common Stock is referred to herein as "Organic Change." Prior to the consummation of any (i) Organic Change or (ii) other Organic Change following which the Company is not a surviving entity, the Company will secure from the Person purchasing such assets or the successor resulting from such Organic Change (in each case, the "Acquiring Entity") a written agreement (in form and substance reasonably satisfactory to the Holder) to deliver to Holder in exchange for this Note, a security of the Acquiring Entity evidenced by a written instrument substantially similar in form and substance to this Note, an<;J reasonably satisfactory to the Holder. Prior to the consummation of any other Organic Change, the Company shall make appropriate provision (in form and substance reasonably satisfactory to the Holder) to ensure that the Holder will thereafter have the right to acquire and receive in lieu of or in addition to (as the case may be) the shares of Common Stock immediately theretofore acquirable and receivable upon the conversion of the Note, such shares of stock, securities, cash or other assets that would have been Issued or payable in such Organic Change with respect to or in exchange for the number of shares of Common Stock which would have been acquirable and receivable upon the conversion of the Note as of the date of such Organic Change (without taking into account any limitations or restrictions on the convertibility of the Note set forth in Section 2(b) or otherwise). AU provisions of this Note must be included to the satisfaction of Holder in any new Note created pursuant to this section.

4. Representations and Warranties of the Company. In connection with the transactions provided for herein, the Company hereby represents and warrants to the Holder the following:

a. Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existin9 and in good standing under the laws of the state of its incorporation and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

b. Authorization. All corporate action has been taken on the part of the Company, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement. The Company has taken all corporate action required to make all of the obligations of the Company reflected in the provisions of this Agreement, valid and enforceable obligations. The shares of capital stock issuable upon conversion of the Note have been authorized or will be authorized prior to the issuance of such shares.

c. Fiduciary Obligations. The Company hereby represents that it intends to use the proceeds of the Note primarily for the operations of its business and not for any personal, family, or household purpose. The Company hereby represents that its board of directors, in the exercise of its fiduciary duty, has approved the execution of this Agreement based L1pon a reasonable belief that the proceeds of the Note provided for herein is appropriate for the Company after reasonable inquiry concerning its financial objectives and financial situation. d. Data Request Form. The Company hereby represents and warrants to Holder that all of the information furnished to Holder pursuant to the data request form ("DRF") dated July 25, 2017 is true and correct in all material respects as of the date hereof.

5. Covenants of the Company.

a. So long as the Company shall have any obligations under this Note, the Company shall not without the Holder's prior written consent pay, declare or set apart for such payment any dividend or other distribution (whether in cash, property, or other securities) on shares of capital stock solely in the form of additional shares of Common Stock

b. So long as the Company shall have any obligations under this Note, the Company shall not without the Holder's prior written consent redeem, repurchase, or otherwise acquire (whether for cash or in exchange for property or other securities) in anyone transaction or series of transactions any shares of capital stock of the Company or any warrants, rights, or options to acquire any such shares.

c. So long as the Company shall have any obligations under this Note, the Company shall not without the Holder's prior written consent incur any liability for borrowed money, except (a) borrowings in existence as of this date and of which the Company has informed the Holder in writing before the date hereof or (b) indebtedness to trade creditors or financial institutions incurred in the ordinary course of business.

d. So long as the Company shall have any obligations under this Note, the Company shall not without the Holder's prior written consent sell, lease, or otherwise dispose of a significant portion of its assets outside the ordinary course of business. Any consent to the disposition of any assets may be conditioned upon a specified use of the proceeds thereof.

6. Reservation of Shares. The Company shall at all times, so long as any principal amount of the Note is outstanding, reserve and keep available out of its authorized and unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Note, eight times the number of shares of Common Stock as shall at all times be sufficient to effect the conversion of all of the principal amount, plus Interest and Default Interest, if any, of the Note then outstanding ("Share Reserve"), unless the Holder stipulates otherwise in the "Irrevocable Letter of Instructions to the Transfer Agent." So long as this Note is outstanding, upon written request of the Holder or via telephonic communication, the Company's Transfer Agent shall furnish to the Holder the then-current number of common shares issued and outstanding, the then-current number of common shares authorized, the then-current number of unrestricted shares, and the then-current number of shares reserved for third parties.

7. Voting Rights. The Holder of this Note shall have no voting rights as a note holder, except as required by law, however, upon the conversion of any portion of this Note into Common Stock, Holder shall have the same voting rights as all other Common Stock holders with respect to such shares of Common Stock then owned by Holder.

8. Reissuance of Note. In the event of a conversion or redemption pursuant to this Note of less than all of the Conversion Amount represented by this Note, the Company shall promptly cause to be issued and delivered to the Holder, upon tender by the Holder of the Note converted or redeemed, a new note of like tenor representing the remaining principal amount of this Note which has not been so converted or redeemed and which is in substantially the same form as this Note, as set forth above.

9. Default and Remedies.

a. Event of Default. For purposes of this Note, an "Event of Default" shall occur upon:

i. the Company's default in the payment of the outstanding principal, Interest or Default Interest of this Note when due, whether at Maturity, acceleration or otherwise;

ii. the occurrence of a Default of Conversion as set forth in Section 2(e)(v);

iii. the failure by the Company for ten (10) days after notice to it to comply with any material provision of this Note not included in this Section 10(a);
iv. the Company's breach of any covenants, warranties, or representations made by the Company herein;
v. any of the information in the DRF is false or misleading in any material respect; vi. the default by the Company in any Other Agreement entered into by and between the Company and Holder, for purposes hereof "Other Agreement" shall mean, collectively, all agreements and instruments between, among or by: (1) the Company, and, or for the benefit of, (2) the Holder and any affiliate of the Holder, including without limitation, promissory notes; vii. the cessation of operations of the Company or a material subsidiary;
viii. the Company pursuant to or within the meaning of any Bankruptcy Law; (a) commences a voluntary case; (b) consents to the entry of an order for relief against it in an involuntary case; (c) consents to the appointment of a Custodian of it or for all or substantially all of its property; (d) makes a general assignment for the benefit of its creditors; or (e) admits in writing that it is generally unable to pay its debts as the same become due;
ix. court of competent jurisdiction entering an order or decree under any Bankruptcy Law that: (a) is for relief against the Company in an involuntary case; (b) appoints a Custodian of the Company or for all or substantially all of its property; or (c) orders the liquidation of the Company or any subsidiary, and the order or decree remains unstayed and in effect for thirty (30) days;
x. the Company files a Form 1 5 with the SEC; xi. the Company's failure to timely file all reports required to be filed by it with the Securities and Exchange Commission;
xii. the Company's failure to timely file all reports required to be filed by it with OTC Markets to remain a "Current Information" designated company;
xiii. the Company sells securities after the Issuance Date that do not have a fixed conversion price;
xiv. the Company's Common Stock is reported as "No Inside" by OTC Markets at any time while any principal, Interest or Default Interest under the Note remains outstanding;
xv. the Company's failure to maintain the required Share Reserve pursuant to the terms of the Irrevocable Letter of Instructions to the Transfer Agent;
xvi. the Company directs its transfer agent not to transfer, or delays, impairs, 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 and stop transfer

instructions) 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 its obligations pursuant to a Conversion Notice submitted by the Holder) and any such failure shall continue uncured for three (3) Business Days after the Conversion Notice has been delivered to the Company by Holder;
xvii. the Company's failure to remain current in its billing obligations with its transfer agent and such delinquency causes the transfer agent to refuse to issue Shares to Holder pursuant to a Conversion Notice;
xviii. the Company effectuates a reverse split of its Common Stock and fails to provide twenty (20) days prior written notice to Holder of its intention to do so; or
xix. OTC Markets changes the Company's designation to 'No Information' (Stop Sign), 'Caveat Emptor' (Skull and Crossbones), or 'OTC', 'Other OTC' or 'Grey Market' (Exclamation Mark Sign).
xx. "Change of Control Transaction" means the occurrence after the date hereof of any of (a) an acquisition after the date hereof by an individual or legal entity or "group" (as described in Rule 13d-S(b)(1) promulgated under the Securities Exchange Act of 1934) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of 40% of the voting securities of the Company, (b) the Company merges into or consolidates with any other Person, as that term is defined in the Securities Act of 1933, as amended, or any Person merges into or consolidates with the Company and, after giving effect to such transaction, the stockholders of the Company immediately prior to such transaction own! less than 60% of the aggregate voting power of the Company or the successor entity of such transaction, (c) the Company sells or transfers all or substantially all of its assets to another Person and the stockholders of the Company immediately prior to such transaction own less than 60% of the aggregate voting power of the acquiring entity immediately after the transaction, (d) a replacement at one time or within a three year period of more than one-half of the members of the Board of Directors which is not approved by a majority of those individuals who are members of the Board of Directors on the Issuance Date (or by those individuals who are serving as members of the Board of Directors on any date whose nomination to the Board of Directors was approved by a majority of the members of the Board of Directors who are members on the date hereof), or (e) the execution by the Company of an agreement to which the Company is a party or by which it is bound. xxi. Altering the conversion terms of any notes that are currently outstanding.

The Term "Bankruptcy Law" means Title 11, U.S. Code, or any similar Federal or State Law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

b. Remedies. If an Event of Default occurs, the Holder may in its sole discretion determine to request immediate repayment of all or any portion of the Note that remains outstanding; at such time the Company will be required to pay the Company the Default Amount (defined herein) in cash. For purposes hereof, the "Default Amount" shall mean: the product of (A) the then outstanding principal amount of the Note, plus accrued Interest and Default Interest, divided by (B) the Conversion Price as determined on the Issuance Date, multiplied by (C) the highest price at which the Common Stock traded at any time between the Issuance Date and the date of the Event of Default. If the Company fails to pay the Default Amount within five (5) Business Days of written notice that such amount is due and payable, then Holder shall have the right at any time, so long as the Company remains in default (and so long and to the extent there are a sufficient number of authorized but unissued shares), to require the Company, upon written notice, to immediately issue, in lieu of the Default Amount, the number of shares of Common Stock of the Company equal to the Default Amount divided by the Conversion Price then in effect.

10. Vote to Change the Terms of this Note. This Note and any provision hereof may only be amended by an instrument in writing signed by the Company and the Holder.

11. Lost or Stolen Note. Upon receipt by the Company of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of this Note, and, in the case of loss, theft or destruction, of an indemnification undertaking by the Holder to the Company in a form reasonably acceptable to the Company and, in the case of mutilation, upon surrender and cancellation of the Note, the Company shall execute and deliver a new Note of like tenor and date and in substantially the same form as this Note; provided, however, the Company shall not be obligated to re-issue a Note if the Holder contemporaneously requests the Company to convert such remaining principal amount, plus accrued Interest and Default Interest, if any, into Common Stock.

12. Payment of Collection, Enforcement and Other Costs. If: (i) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding; or (ii) an attorney is retained to represent the Holder of this Note in any bankruptcy, reorganization, receivership or other proceedings affecting creditors' rights and involving a claim under this Note, then the Company shall pay to the Holder all reasonable attorneys' fees, costs and expenses incurred in connection therewith, in addition to all other amounts due hereunder.

13. Cancellation. After all principal, accrued Interest and Default Interest, if any, at any time owed on this Note has been paid in full or otherwise converted in full, this Note shall automatically be deemed canceled, shall be surrendered to the Company for cancellation and shall not be reissued.

14. Waiver of Notice. To the extent permitted by law, the Company hereby waives demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.

15. Governing Law. This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the laws of the State of Texas, without giving effect to provisions thereof regarding conflict of laws. Each party hereby irrevocably submits to the nonexclusive jurisdiction of the state and federal courts sitting in Texas 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 suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceedin9 is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by sending, through certified mail or overnight courier, a copy thereof to such party at the address for such 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 HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

16. Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note, at law or in equity (including a decree of specific performance and/or other injunctive relief), and no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit the Holder's right to pursue actual damages for any failure by the Company to comply with the terms of this Note. The Company covenants to the Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder thereof and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof).

17. Specific Shall Not Limit General; Construction. No specific provision contained in this Note shall limit or modify any more general provision contained herein. This Note shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any person as the drafter hereof.

18. 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 further exercise thereof or of any other right, power or privilege.

19. Partial Payment. In the event of partial payment by the Holder, the principal sum due to the Holder shall be prorated based on the consideration actually paid by the Holder such that the Company is only required to repay the amount funded and the Company is not required to repay any unfunded portion of this Note, with the exception of any 010 contemplated herein.

20. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subjects herein. None of the terms of this

Agreement can be waived or modified, except by an express agreement signed by all Parties hereto.

21. Additional Representations and Warranties. The Company expressly acknowledges that the Holder, including but not limited to its officer, directors, employees, agents, and affiliates, have not made any representation or warranty to it outside the terms of this Agreement. The Company further acknowledges that there have been no representations or warranties about future financing or subsequent transactions between the parties.

22. Notices. All notices and other communications given or made to the Company pursuant hereto shall be in writing (including facsimile or similar electronic transmissions) shall be deemed effectively given: (i) upon personal delivery, (ii) when sent by electronic mail or facsimile, as deemed received by the close of business on the date sent, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery. All communications shall be sent either by email, or fax, or to the email address or facsimile number set forth on the signature page hereto. The physical address, email address, and phone number provided on the signature page hereto shall be considered valid pursuant to the above stipulations; should the Company's contact information change from that listed on the signature page, it is incumbent on the Company to inform the Holder.

23. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the rest of the Agreement shall be enforceable in accordance with its terms.

24. Usury . If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law. The Company covenants (to the extent that it may lawfully do so) that it will not seek to claim or take advantage of any law that would prohibit or forgive the Company from paying all or a portion of the principal, Interest or Default Interest on this Note.

25. Successors and Assigns. This Agreement shall be binding upon all successors and assigns hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Note to be signed by its CEO, on and as of the Issuance Date

CLEAN ENERGY TECHNOLOGIES, INC.

By: ______________________________
Name: Kambiz Mahdi
Title: Chief Executive Officer

2990 Redhill Ave.
Costa Mesa, Ca 92626
Email: Kmahdi@cetyinc.com
Phone 949.273.4990 x814

AGREED AND ACKNOWLEDGED

MGW INVESTMENT I LIMITED

By: _______________________
Name: Calvin Sean Pang
Title: Director

MGW Investment I Limited, LLC
c/o Elian Fiduciary Services (Cayman) Limited
190 Elgin Avenue, George Town
Grand Cayman, KY1-9007
Cayman Islands
Attention: Calvin Sean Pang
email:calvin@megawell-capital.com

Exhibit I

Conversion Notice Conversion Notice

Reference is made to the 12% Convertible Note issued by Clean Energy Technologies, Inc. (the "Note"), dated February 8, 2018 in the principal amount of $103,000 with 12% interest. This note currently holds a principal balance of $57,000. The features of conversion stipulate a Conversion Price equal to the lower of (i) a 40% discount to the lowest trading price during the previous twenty (20) trading days to the date of a Conversion Notice; or (ii) a 40% discount to the lowest trading price during the previous twenty (20) trading days before the date that this note was executed, pursuant to the provisions of Section 2(a)(ii) in the Note.

In accordance with and pursuant to the Note, the undersigned hereby elects to convert $ balance of the Note, indicated below into shares of Common Stock (the "Common Stock"), of the Company, by tendering the Note specified as of the date specified below.

Date of Conversion: ____

Please confirm the following information: Please confirm the following information:

Conversion Amount: ___________

Conversion Price: $ __________ (__ %discount from $_______________)

Conversion Price: $_____________________

Number of Common Stock to be issued: _________________________

Current Issued/Outstanding: _____________________

If the Issuer is DWAC eligible, please issue the Common Stock into which the Note is being converted in the name of the Holder of the Note and transfer the shares electronically to:

[BROKER INFORMATION]

Holder Authorization:

MGW Investment I Limited.
C/O Elian Fiduciary Services (Cayman) LTD
190 Elgin Avenue, George Town
Grand Cayman KY1-9007
Cayman Islands

Do not send certificates to this address ,

Calvin Pang, Director

[DATE]

[CONTINUED ON NEXT PAGE]

PLEASE BE ADVISED, pursuant to Section 2(e)(ii) of the Note, "Upon receipt by the Company of a copy of the Conversion Notice, the Company shall as soon as practicable, but in no event later than one (1) Business Day after receipt of such Conversion Notice, SEND, VIA EMAIL, FACSIMILE OR OVERNIGHT COURIER, A CONFIRMATION OF RECEIPT OF SUCH CONVERSION NOTICE TO SUCH HOLDER INDICATING THAT THE COMPANY WILL PROCESS SUCH CONVERSION NOTICE in accordance with the terms herein. Within two (2) Business Days after the date of the Conversion Confirmation, the Company shall have issued and electronically transferred the shares to the Broker indicated in the Conversion Notice; should the Company be unable to transfer the shares electronically, they shall, within two (2) Business Days after the date of the Conversion Confirmation, have surrendered to FedEx for delivery the next day to the address as specified in the Conversion Notice, a certificate, registered in the name of the Holder, for the number of shares of Common Stock to which the Holder shall be entitled.

Signature:

____
Kambiz Mahdi
CEO
Clean Energy Technologies, Inc.

Costa Mesa, CA 92626

Dear Board Members:

This will confirm that, on February 8, 2018, I resigned as Director of Clean Energy Technologies, Inc, a Nevada corporation (the " Corporation "), with immediate effect. I understand that my resignation was duly accepted by the Board of Directors.

This will also confirm that my resignation was not because of a disagreement with the Corporation on any matter relating to the Corporation ' s operations, policies or practices.

Kind regards,

William Maloney

William Maloney

February 14, 2018

Board of Directors
Clean Energy Technologies, Inc.
2990 Redhill Avenue
Costa Mesa, CA 92626

Dear Board Members:

This will confirm that, on February 14, 2018, I resigned as Director of Clean Energy Technologies, Inc, a Nevada corporation (the " Corporation "), with immediate effect. I understand that my resignation was duly accepted by the Board of Directors.

This will also confirm that my resignation was not because of a disagreement with the Corporation on any matter relating to the Corporation ' s operations, policies or practices.

Best regards,

/s/ John Bennett

____

Board of Directors
Clean Energy Technologies, Inc.

Dear Board Members:

This will confirm that, on February 8, 2018, I resigned as Director of Clean Energy Technologies, Inc, a Nevada corporation (the " Corporation ") with immediate effect, and my resignation was duly accepted by the Board of Directors.

This will also confirm that my resignation was not because of a disagreement with the Corporation on any matter relating to the Corporation ' s operations, policies or practices.

Dated: February 9, 2018

/s/Erin Falconor
____

Board of Directors
Clean Energy Technologies, Inc.

Dear Board Members:

This will confirm that, on February 8, 2018, I resigned as Director of Clean Energy Technologies, Inc, a Nevada corporation (the " Corporation ") with immediate effect, and my resignation was duly accepted by the Board of Directors.

This will also confirm that my resignation was not because of a disagreement with the Corporation on any matter relating to the Corporation ' s operations, policies or practices.

Dated: February 9, 2018

/s/Juha Rouvinen

____

Juha Rouvinen

Board of Directors
Clean Energy Technologies, Inc.

Dear Board Members:

This will confirm that, on February 8, 2018, I resigned as Director of Clean Energy Technologies, Inc, a Nevada corporation (the " Corporation ") with immediate effect, and my resignation was duly accepted by the Board of Directors.

This will also confirm that my resignation was not because of a disagreement with the Corporation on any matter relating to the Corporation ' s operations, policies or practices.

Dated: February 9, 2018

/s/Meddy Sahebi

____

Meddy Sahebi

February 14, 2018

Board of Directors
Clean Energy Technologies, Inc.
2990 Redhill Avenue
Costa Mesa, CA 92626

Dear Board Members:

This will confirm that, on February 14, 2018, I resigned as Director of Clean Energy Technologies, Inc, a Nevada corporation (the " Corporation "), with immediate effect. I understand that my resignation was duly accepted by the Board of Directors.

This will also confirm that my resignation was not because of a disagreement with the Corporation on any matter relating to the Corporation ' s operations, policies or practices.

Best regards,

/s/ Robert Young

____