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

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

Ault Global Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

94-1721931
(I.R.S. Employer
Identification No.)

**11411 Southern Highlands Pkwy #240
Las Vegas, NV 89141**
(Address of Principal Executive Offices) (Zip Code)

2021 Stock Incentive Plan
2021 Employee Stock Purchase Plan
Stock Award Agreements
(Full title of the plans)

William B. Horne, Chief Executive Officer
Ault Global Holdings, Inc.
11411 Southern Highlands Pkwy #240
Las Vegas, NV 89141
(Name and address of agent for service)

(949) 444-5464
(Telephone number, including area code, of agent for service)

It is requested that copies of notices and communications from the Securities and Exchange Commission be sent to:

Spencer G. Feldman, Esq.
Kenneth A. Schlesinger, Esq.
Olshan Frome Wolosky LLP
1325 Avenue of the Americas, 15th Floor
New York, NY 10019
Tel.: (212) 451-2300

Henry C.W. Nisser, Esq.
President & General Counsel
Ault Global Holdings, Inc.
100 Park Avenue, Suite 1658
New York, NY 10017
Tel.: (646) 650-5044

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

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Class A Common Stock, \$0.001 par value	1,760,000 (2)	\$2.51 (3)	\$4,417,600	\$481.96
Class A Common Stock, \$0.001 par value	1,070,000 (4)	\$2.455 (5)	\$2,626,850	\$286.59
Class A Common Stock, \$0.001 par value	3,000,000 (6)	\$2.33 (3)	\$6,990,000	\$762.61
Class A Common Stock, \$0.001 par value	2,700,000 (7)	\$2.455 (5)	\$6,628,500	\$723.17
Class A Common Stock, \$0.001 par value	4,670,000 (8)	\$2.455 (5)	\$11,464,850	\$1,250.82
Class A Common Stock, \$0.001 par value	980,000 (9)	\$2.455 (5)	\$2,405,900	\$262.48
TOTAL	14,180,000		\$34,533,700	\$3,767.63

- (1) This Registration Statement also registers an indeterminable number of additional securities to be offered or issued upon adjustments or changes made to registered securities by reason of any stock splits, stock dividends or similar transactions as permitted by Rule 416(a) and Rule 416(b) under the Securities Act of 1933, as amended, or the Securities Act.
 - (2) Represents shares of common stock issuable pursuant to stock option awards outstanding under the 2021 Stock Incentive Plan (the “**2021 Plan**”).
 - (3) Estimated pursuant to Rule 457(h) solely for purposes of calculating the aggregate offering price and the amount of the registration fee based upon a weighted average of the exercise prices of outstanding options previously granted.
 - (4) Represents shares of restricted stock issued upon settlement of restricted stock units issued under the 2021 Plan.
 - (5) Estimated pursuant to Rule 457(c) and (h) solely for purposes of calculating the aggregate offering price and the amount of the registration fee based upon the average of the high and low prices reported for the shares on the NYSE American on August 24, 2021.
 - (6) Represents shares of common stock issuable pursuant to stock option agreements outside of the 2021 Plan.
 - (7) Represents shares of restricted stock issued upon settlement of restricted stock units issued outside of the 2021 Plan.
 - (8) Represents shares of common stock reserved for future issuance pursuant to the 2021 Plan.
 - (9) Represents shares of common stock reserved for future issuance pursuant to the 2021 Employee Stock Purchase Plan (the “**ESPP Plan**”).
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EXPLANATORY NOTE

This Registration Statement on Form S-8 (this “**Registration Statement**”) is being filed by Ault Global Holdings, Inc., a Delaware corporation (the “**Company**”), relating to (i) 1,760,000 shares of class A common stock, par value \$0.001 per share (the “**Common Stock**”), issuable upon the exercise of stock options granted under the Ault Global Holdings, Inc. 2021 Stock Incentive Plan (the “**2021 Plan**”); (ii) 1,070,000 restricted shares of Common Stock issued under the 2021 Plan; (iii) 4,670,000 shares of Common Stock available for issuance under the 2021 Plan; (iv) 980,000 shares of Common Stock available for issuance under the Ault Global Holdings, Inc. 2021 Employee Stock Purchase Plan (the “**ESPP Plan**”); (v) 3,000,000 shares of Common Stock issuable upon the exercise of stock options granted to certain directors and employees pursuant to option agreements outside of the 2021 Plan (the “**Option Agreements**”); and (vi) 2,700,000 shares of Common Stock issued upon settlement of restricted stock units granted to certain directors and employees outside of the 2021 Plan (the “**RSU Agreements**”, and together with the 2021 Plan, the ESPP Plan and the Option Agreements, the “**Plans**”).

This Registration Statement also includes a prospectus (the “**Reoffer Prospectus**”) prepared in accordance with General Instruction C of Form S-8 and in accordance with the requirements of Part I of Form S-3. This Reoffer Prospectus may be used for the reoffer and resale of shares of Common Stock on a continuous or delayed basis that may be deemed to be “restricted securities” and/or “control securities” within the meaning of the Securities Act of 1933, as amended (the “**Securities Act**”), and the rules and regulations promulgated thereunder, that are issuable to certain of our executive officers, employees, consultants and directors identified in the Reoffer Prospectus. The number of shares of Common Stock included in the Reoffer Prospectus represents shares of Common Stock issuable to the selling stockholders pursuant to equity awards, including stock options and restricted stock grants, granted to the selling stockholders and does not necessarily represent a present intention to sell any or all such shares of Common Stock. The number of shares of Common Stock to be offered or resold by means of the Reoffer Prospectus by the selling stockholders, and any other person with whom any of them is acting in concert for the purpose of selling Common Stock, may not exceed, during any three month period, the amount specified in Rule 144(e) under the Securities Act.

As specified in General Instruction C of Form S-8, until such time as we meet the registrant requirements for use of Form S-3, the number of shares of Common Stock to be offered by means of this reoffer prospectus, by each of the selling securityholders, and any other person with whom he or she is acting in concert for the purpose of selling our shares of Common Stock, may not exceed, during any three month period, the amount specified in Rule 144(e) of the Securities Act.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

The Company will provide each recipient of a grant under the Plans (the “**Recipients**”) with documents that contain information related to the Plans, and other information including, but not limited to, the disclosure required by Item 1 of Form S-8, which information is not required to be and is not being filed as a part of this Registration Statement on Form S-8 (the “**Registration Statement**”) or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. The foregoing information and the documents incorporated by reference in response to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act. A Section 10(a) prospectus will be given to each Recipient who receives shares of Common Stock covered by this Registration Statement, in accordance with Rule 428(b)(1) under the Securities Act.

Item 2. Registrant Information and Employee Plan Annual Information.

We will provide to each Recipient a written statement advising of the availability of documents incorporated by reference in Item 3 of Part II of this Registration Statement (which documents are incorporated by reference in this Section 10(a) prospectus) and of documents required to be delivered pursuant to Rule 428(b) under the Securities Act without charge and upon written or oral request by contacting:

Henry C.W. Nisser, Esq.
President & General Counsel
Ault Global Holdings, Inc.
100 Park Avenue, Suite 1658
New York, NY 10017

8,530,000 Shares



**Common Stock
Issuable under certain awards
granted under the Plans**

This reoffer prospectus relates to the public resale, from time to time, of an aggregate of 8,530,000 shares (the “**Shares**”) of our class A common stock, \$0.001 par value per share (the “**Common Stock**”) by certain securityholders identified herein in the section entitled “Selling Securityholders”. Such shares may be acquired in connection with awards granted under the Ault Global Holdings, Inc. (the “**Company**”) 2021 Stock Incentive Plan (the “**2021 Plan**”), stock options granted to certain directors and employees pursuant to option agreements outside of the Plans (“**Option Agreements**”) and Common Stock issued upon settlement of restricted stock units granted to certain directors and employees outside of the 2021 Plan (the “**RSU Agreements**”) and collectively with the 2021 Plan and Option Agreements, the “**Plans**”). You should read this prospectus carefully before you invest in our Common Stock.

Such resales shall take place on the NYSE American, or such other stock market or exchange on which our Common Stock may be listed or quoted, in negotiated transactions or otherwise, at market prices prevailing at the time of the sale or at prices otherwise negotiated (see “Plan of Distribution” starting on page 8 of this prospectus). We will receive no part of the proceeds from sales made under this reoffer prospectus. The Selling Securityholders will bear all sales commissions and similar expenses. Any other expenses incurred by us in connection with the registration and offering and not borne by the Selling Securityholders will be borne by us.

This reoffer prospectus has been prepared for the purposes of registering our shares of Common Stock under the Securities Act to allow for future sales by Selling Securityholders on a continuous or delayed basis to the public without restriction, provided that the amount of shares of Common Stock to be offered or resold under this Reoffer Prospectus by each Selling Securityholder or other person with whom he or she is acting in concert for the purpose of selling shares of Common Stock, may not exceed, during any three-month period, the amount specified in Rule 144(e) under the Securities Act. We have not entered into any underwriting arrangements in connection with the sale of the shares covered by this reoffer prospectus. The Selling Securityholders identified in this reoffer prospectus, or their pledgees, donees, transferees or other successors-in-interest, may offer the shares covered by this reoffer prospectus from time to time through public or private transactions at prevailing market prices, at prices related to prevailing market prices or at privately negotiated prices.

Investing in our Common Stock involves risks. See “Risk Factors” beginning on page 3 of this reoffer prospectus. These are speculative securities.

Our Common Stock is quoted on the NYSE American under the symbol “DPW” and the last reported sale price of our Common Stock on August 25, 2021 was \$2.54 per share.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is August 26, 2021

AULT GLOBAL HOLDINGS, INC.

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Except where the context otherwise requires, the terms, “we,” “us,” “our” or “the Company,” refer to the business of Ault Global Holdings, Inc., a Delaware corporation and its subsidiaries.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the documents that we incorporate by reference, contains forward-looking statements. All statements other than statements of historical fact are, or may be deemed to be, forward-looking statements. Such forward-looking statements include statements regarding, among others, (a) our expectations about possible business combinations, (b) our growth strategies, (c) our future financing plans, and (d) our anticipated needs for working capital. Forward-looking statements, which involve assumptions and describe our future plans, strategies, and expectations, are generally identifiable by use of the words “may,” “will,” “should,” “expect,” “anticipate,” “approximate,” “estimate,” “believe,” “intend,” “plan,” “budget,” “could,” “forecast,” “might,” “predict,” “shall” or “project,” or the negative of these words or other variations on these words or comparable terminology. This information may involve known and unknown risks, uncertainties, and other factors that may cause our actual results, performance, or achievements to be materially different from the future results, performance, or achievements expressed or implied by any forward-looking statements. These statements may be found in this prospectus, including the documents that we incorporate by reference.

Forward-looking statements are based on our current expectations and assumptions regarding our business, potential target businesses, the economy and other future conditions. Because forward-looking statements relate to the future, by their nature, they are subject to inherent uncertainties, risks, and changes in circumstances that are difficult to predict. Our actual results may differ materially from those contemplated by the forward-looking statements as a result of various factors, including, without limitation, changes in local, regional, national or global political, economic, business, competitive, market (supply and demand) and regulatory conditions and the following:

- our need for additional capital for our operations and to fulfill our business plans;
- the effect of COVID-19;
- dependency on our ability, and the ability of our contract manufacturers, to timely procure electronic components;
- the potential ineffectiveness of our strategic focus on power supply solution competencies;
- dependency on developer partners for the development of some of our custom design products;
- dependency on sales of our legacy products for a meaningful portion of our revenues;
- the possible failure of our custom product development efforts to result in products which meet customers’ needs or such customers’ failure to accept such new products;
- our ability to attract, retain and motivate key personnel;
- dependence on a few major customers;
- dependence on the electronic equipment industry;
- reliance on third-party subcontract manufacturers to manufacture certain aspects of the products sold by us;
- reduced profitability as a result of increased competition, price erosion and product obsolescence within the industry;
- our ability to establish, maintain and expand its OEM relationships and other distribution channels;
- our inability to procure necessary key components for its products, or the purchase of excess or the wrong inventory;
- variations in operating results from quarter to quarter; and
- dependence on international sales and the impact of certain governmental regulatory restrictions on such international sales and operations.

We caution you therefore that you should not rely on any of these forward-looking statements as statements of historical fact or as guarantees or assurances of future performance.

Information regarding market and industry statistics contained in this prospectus, including the documents that we incorporate by reference, is included based on information available to us that we believe is accurate. It is generally based on academic and other publications that are not produced for purposes of securities offerings or economic analysis. Forecasts and other forward-looking information obtained from these sources are subject to the same qualifications and the additional uncertainties accompanying any estimates of future market size, revenue and market acceptance of products and services. Except as required by U.S. federal securities laws, we have no obligation to update forward-looking information to reflect actual results or changes in assumptions or other factors that could affect those statements.

PROSPECTUS SUMMARY

The Commission allows us to “incorporate by reference” certain information that we file with the Commission, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this prospectus, and information that we file later with the Commission will update automatically, supplement and/or supersede the information disclosed in this prospectus. Any statement contained in a document incorporated or deemed to be incorporated by reference in this prospectus shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or in any other document that also is or is deemed to be incorporated by reference in this prospectus modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus. You should read the following summary together with the more detailed information regarding our company, our Common Stock and our financial statements and notes to those statements appearing elsewhere in this prospectus or incorporated herein by reference.

Our Company

As a holding company, our business strategy is designed to increase shareholder value. Under this strategy, we are focused on acquiring, managing and financially supporting our subsidiaries and partner companies, with the goal of pursuing monetization opportunities and maximizing the value returned to shareholders. We have, are and will consider initiatives including, among others: public offerings, the acquisition of new subsidiaries and/or partner companies, the sale of individual partner companies, the sale of certain or all partner company interests in secondary market transactions, or a combination thereof, as well as other opportunities to maximize shareholder value. We anticipate returning value to shareholders after satisfying our debt obligations and working capital needs.

From time to time, we engage in discussions with other companies interested in our subsidiaries or partner companies, either in response to inquiries or as part of a process we initiate. To the extent we believe that a subsidiary partner company’s further growth and development can best be supported by a different ownership structure or if we otherwise believe it is in our shareholders’ best interests, we will seek to sell some or all of our position in the subsidiary or partner company. These sales may take the form of privately negotiated sales of stock or assets, mergers and acquisitions, public offerings of the subsidiary or partner company’s securities and, in the case of publicly traded partner companies, sales of their securities in the open market. Our plans may include taking subsidiaries or partner companies public through rights offerings and directed share subscription programs. We will continue to consider these (or similar) programs and the sale of certain subsidiary or partner company interests in secondary market transactions to maximize value for our shareholders.

Over the recent past we have provided capital and relevant expertise to fuel the growth of businesses in defense/aerospace, industrial, telecommunications, medical and textile industries. We have provided capital to subsidiaries as well as partner companies in which we have an equity interest or may be actively involved, influencing development through board representation and management support.

Corporate Information

Our corporate name is Ault Global Holdings, Inc. for both legal and commercial purposes. We are a Delaware corporation. Our executive offices are located at 11411 Southern Highlands Pkwy #240, Las Vegas, NV 89141 and our telephone number is (949) 444-5464. We maintain a corporate website at www.aultglobal.com. The information on our website is not part of this prospectus. We have included our website address as a factual reference and do not intend it to be active link to our website.

The Offering

Outstanding Common Stock:	59,257,011 shares of our Common Stock are outstanding as of August 25, 2021.
Common Stock Offered:	Up to 8,530,000 shares of Common Stock for sale by the selling securityholders (which include our executive officers and directors) for their own account pursuant to the Plans.
Selling Securityholders:	The selling securityholders are set forth in the section entitled “Selling Securityholders” of this reoffer prospectus on page 5. The amount of securities to be offered or resold by means of the reoffer prospectus by the designated selling securityholders may not exceed, during any three month period, the amount specified in Rule 144(e).
Use of proceeds:	We will not receive any proceeds from the sale of our Common Stock by the selling securityholders. We would, however, receive proceeds upon the exercise of the stock options by those who receive options under the Plans and exercise such options for cash. Any cash proceeds will be used by us for general corporate purposes.
Risk Factors:	The securities offered hereby involve a high degree of risk. See “Risk Factors.”
NYSE American trading symbol:	DPW

RISK FACTORS

An investment in shares of our Common Stock is highly speculative and involves a high degree of risk. We face a variety of risks that may affect our operations or financial results and many of those risks are driven by factors that we cannot control or predict. Before investing in our Common Stock, you should carefully consider the risks below and set forth under the caption “Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2020, filed with the Securities and Exchange Commission on April 15, 2021, which are incorporated by reference herein, and subsequent reports filed with the SEC, together with the financial and other information contained or incorporated by reference in this prospectus. If any of these risks actually occurs, our business, prospects, financial condition and results of operations could be materially adversely affected. In that case, the trading price of our Common Stock would likely decline and you may lose all or a part of your investment. Only those investors who can bear the risk of loss of their entire investment should invest in our Common Stock.

Risks Relating to Ownership of Our Common Stock

You may experience future dilution as a result of future equity offerings.

In order to raise additional capital, we may in the future offer additional shares of our Common Stock or other securities convertible into or exchangeable for our Common Stock at prices that may not be the same as the price per share in this offering. We may sell shares or other securities in any other offering at a price per share that is less than the price per share paid by investors in this offering, and investors purchasing shares or other securities in the future could have rights superior to existing stockholders. The price per share at which we sell additional shares of our Common Stock, or securities convertible or exchangeable into Common Stock, in future transactions may be higher or lower than the price per share paid by investors in this offering.

Volatility in our Common Stock price may subject us to securities litigation.

Stock markets, in general, have experienced, and continue to experience, significant price and volume volatility, and the market price of our Common Stock may continue to be subject to similar market fluctuations unrelated to our operating performance or prospects. This increased volatility, coupled with depressed economic conditions, could continue to have a depressing effect on the market price of our Common Stock. The following factors, many of which are beyond our control, may influence our stock price:

- the status of our growth strategy including the development of new products with any proceeds we may be able to raise in the future;
- announcements of technological or competitive developments;
- regulatory developments affecting us, our customers or our competitors;
- announcements regarding patent or other intellectual property litigation or the issuance of patents to us or our competitors or updates with respect to the enforceability of patents or other intellectual property rights generally in the U.S. or internationally;
- actual or anticipated fluctuations in our quarterly operating results;
- changes in financial estimates by securities research analysts;
- changes in the economic performance or market valuations of our competitors;
- additions or departures of our executive officers; and
- sales or perceived sales of additional shares of our Common Stock.

In addition, the securities markets have, from time to time, experienced significant price and volume fluctuations that are not related to the operating performance of particular companies. Any of these factors could result in large and sudden changes in the volume and trading price of our Common Stock and could cause our stockholders to incur substantial losses. In the past, following periods of volatility in the market price of a company’s securities, stockholders have often instituted securities class action litigation against that company. If we were involved in a class action suit or other securities litigation, it would divert the attention of our senior management, require us to incur significant expense and, whether or not adversely determined, have a material adverse effect on our business, financial condition, results of operations and prospects.

The issuance of shares of our Class B Common Stock to our management or others could provide such persons with voting control leaving our other stockholders unable to elect our directors and the holders of our shares of Common Stock will have little influence over our Management.

Although there are currently no shares of our Class B Common Stock issued and outstanding, our certificate of incorporation authorizes the issuance of 25,000,000 shares of Class B Common Stock. Each share of Class B Common Stock provides the holder thereof with ten (10) votes on all matters submitted to a stockholder vote. Our certificate of incorporation does not provide for cumulative voting for the election of directors. Any person or group who controls or can obtain more than 50% of the votes cast for the election of each director will control the election of directors and the other stockholders will not be able to elect any directors or exert any influence over management decisions. As a result of the super-voting rights of our shares of Class B Common Stock, the issuance of such shares to our management or others could provide such persons with voting control and our other stockholders will not be able to elect our directors and will have little influence over our management. While we are listed on the NYSE American or any other national securities exchange it is highly unlikely that we would issue any shares of Class B Common Stock as doing so would jeopardize our continued listing any such exchange. However, if we were to be delisted for some other reason and our shares of Class A Common Stock trade on an over-the-counter market, then we would face no restriction on issuing shares of Class B Common Stock.

The rights of the holders of Common Stock may be impaired by the potential issuance of preferred stock.

Our certificate of incorporation gives our board of directors the right to create new series of preferred stock. As a result, the board of directors may, without stockholder approval, issue preferred stock with voting, dividend, conversion, liquidation or other rights which could adversely affect the voting power and equity interest of the holders of Common Stock. Preferred stock, which could be issued with the right to more than one vote per share, could be utilized as a method of discouraging, delaying or preventing a change of control. The possible impact on takeover attempts could adversely affect the price of our Common Stock. Although we have no present intention to issue any shares of preferred stock or to create a series of preferred stock, we may issue such shares in the future.

If securities or industry analysts do not publish research or reports about our business, or if they change their recommendations regarding our stock adversely, our stock price and trading volume could decline.

The trading market for our Common Stock will be influenced by the research and reports that industry or securities analysts publish about us or our business. Our research coverage by industry and financial analysts is currently limited. Even if our analyst coverage increases, if one or more of the analysts who cover us downgrade our stock, our stock price would likely decline. If one or more of these analysts cease coverage of our company or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

We do not anticipate paying dividends on our Common Stock and, accordingly, stockholders must rely on stock appreciation for any return on their investment.

We have never declared or paid cash dividends on our Common Stock and do not expect to do so in the foreseeable future. The declaration of dividends is subject to the discretion of our board of directors and will depend on various factors, including our operating results, financial condition, future prospects and any other factors deemed relevant by our board of directors. You should not rely on an investment in our company if you require dividend income from your investment in our company. The success of your investment will likely depend entirely upon any future appreciation of the market price of our Common Stock, which is uncertain and unpredictable. There is no guarantee that our Common Stock will appreciate in value.

USE OF PROCEEDS

The shares which may be sold under this reoffer prospectus will be sold for the respective accounts of each of the Selling Securityholders listed herein (which includes our executive officers and directors). Accordingly, we will not realize any proceeds from the sale of the shares of our Common Stock. We will receive proceeds from the exercise of the options; however, no assurance can be given as to when or if any or all of the options will be exercised. If any options are exercised, the proceeds derived therefrom will be used for working capital and general corporate purposes. All expenses of the registration of the shares will be paid by us. See "Selling Securityholders" and "Plan of Distribution."

SELLING SECURITYHOLDERS

We are registering for resale the shares covered by this prospectus to permit the Selling Securityholders identified below and their pledgees, donees, transferees and other successors-in-interest that receive their securities from a Selling Securityholder as a gift, partnership distribution or other non-sale related transfer after the date of this prospectus to resell the shares when and as they deem appropriate. The Selling Securityholders acquired, or may acquire, these shares from us pursuant to the Plans. The shares may not be sold or otherwise transferred by the Selling Securityholders unless and until the applicable awards vest and are exercised, as applicable, in accordance with the terms and conditions of the Plans.

The following table sets forth:

- the name of each Selling Securityholder;
- the position(s), office or other material relationship with our company and its predecessors or affiliates, over the last three years of each Selling Securityholder;
- the number and percentage of shares of our Common Stock that each Selling Securityholder beneficially owned as of August 25, 2021 prior to the offering for resale of the shares under this prospectus;
- the number of shares of our Common Stock that may be offered for resale for the account of each Selling Securityholder under this prospectus; and
- the number and percentage of shares of our Common Stock to be beneficially owned by each Selling Securityholder after the offering of the resale shares (assuming all of the offered resale shares are sold by such Selling Securityholder).

Information with respect to beneficial ownership is based upon information obtained from the Selling Securityholders. Because the Selling Securityholders may offer all or part of the shares of Common Stock, which they own pursuant to the offering contemplated by this reoffer prospectus, and because its offering is not being underwritten on a firm commitment basis, no estimate can be given as to the amount of shares that will be held upon termination of this offering.

The number of shares in the column “Number of Shares Being Offered” represents all of the shares of our Common Stock that each Selling Securityholder may offer under this prospectus. We do not know how long the Selling Securityholders will hold the shares before selling them or how many shares they will sell. The shares of our Common Stock offered by this prospectus may be offered from time to time by the Selling Securityholders listed below. We cannot assure you that any of the Selling Securityholders will offer for sale or sell any or all of the shares of Common Stock offered by them by this prospectus.

Securityholders	Number of Shares Beneficially Owned Prior to Offering (1)		Number of Shares Being Offered	Number of Shares Beneficially Owned After Offering (2)	
	Number	Percent (%)		Number	Percent (%)
Milton C. Ault, III (3)	1,844,997	3.10%	1,200,000	1,844,997	2.80%
William B. Horne (4)	177,805	*	1,200,000	2,806	*
Henry C.W. Nisser (5)	180,012	*	1,200,000	5,013	*
Kenneth S. Cragun (6)	71,875	*	600,000	0	*
Robert Smith (7)	104,221	*	350,000	54	*
Mordechai Rosenberg (8)	104,167	*	350,000	0	*
Jeffrey A. Bentz (9)	104,176	*	350,000	9	*
Jodi Brichan (10)	104,167	*	350,000	0	*
Howard Ash (11)	104,167	*	350,000	0	*
Glen E. Tellock (12)	16,667	*	350,000	0	*
Named Selling Stockholders (13)	204,194	*	2,230,000	0	*

*less than 1%

- (1) The number and percentage of shares beneficially owned is determined in accordance with Rule 13d-3 of the Securities Exchange Act of 1934, as amended, and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rule, beneficial ownership includes any shares as to which the Selling Securityholder has sole or shared voting power or investment power and also any shares which the Selling Securityholder has the right to acquire within 60 days. Applicable percentage ownership is based on 59,257,011 shares of Common Stock outstanding as of August 25, 2021.
- (2) Assumes that all shares of Common Stock to be offered, as set forth above, are sold pursuant to this offering and that no other shares of Common Stock are acquired or disposed of by the Selling Securityholders prior to the termination of this offering. Because the Selling Securityholders may sell all, some or none of their shares of Common Stock or may acquire or dispose of other shares of Common Stock, no reliable estimate can be made of the aggregate number of shares of Common Stock that will be sold pursuant to this offering or the number or percentage of shares of Common Stock that each Selling Securityholder will own upon completion of this offering.

- (3) Mr. Ault is our Executive Chairman of the Board. The shares of Common Stock beneficially owned prior to this offering include 2,543 shares owned by Mr. Ault, 108,333 shares of Common Stock issuable upon exercise of options which are currently exercisable or become exercisable within 60 days, 67,239 shares of Common Stock issuable pursuant to stock incentive grants that are vested, 1,658,916 shares of Common Stock owned by Ault & Company, Inc. (“**Ault & Co.**”), 94 shares of Common Stock issuable upon exercise of warrants owned by Ault & Co., 3,408 shares of Common Stock owned by Philou Ventures, LLC (“**Philou**”), 2,232 shares of Common Stock issuable upon conversion of Series B Preferred Stock owned by Philou and 2,232 shares of Common Stock issuable upon exercise of warrants owned by Philou. Mr. Ault is the Chief Executive Officer of Ault & Co. and is deemed to beneficially own the shares held by Ault & Co. Ault & Co. is the Manager of Philou. Mr. Ault, as the Chief Executive Officer of Ault & Co., is deemed to beneficially own the shares held by Philou. The shares of Common Stock registered for resale hereunder represent shares issuable upon exercise of vested and unvested stock options and shares of Common Stock issuable upon settlement of vested and unvested restricted stock grants.
- (4) Mr. Horne is our Chief Executive Officer and our Vice Chairman of the Board. The shares of Common Stock beneficially owned prior to this offering include 2,056 shares owned by Mr. Horne, 108,333 shares of Common Stock issuable upon exercise of options which are currently exercisable or become exercisable within 60 days and 67,416 shares of Common Stock issuable pursuant to stock incentive grants that are vested. The shares of Common Stock registered for resale hereunder represent shares issuable upon exercise of vested and unvested stock options and shares of Common Stock issuable upon settlement of vested and unvested restricted stock grants.
- (5) Mr. Nisser is our President, General Counsel and a member of the Board. The shares of Common Stock beneficially owned prior to this offering include 108,333 shares of Common Stock issuable upon exercise of options which are currently exercisable or become exercisable within 60 days and 71,679 shares of Common Stock issuable pursuant to stock incentive grants that are vested. The shares of Common Stock registered for resale hereunder represent shares issuable upon exercise of vested and unvested stock options and shares of Common Stock issuable upon settlement of vested and unvested restricted stock grants.
- (6) Mr. Cragun is our Chief Financial Officer. The shares of Common Stock beneficially owned prior to this offering include 59,375 shares of Common Stock issuable upon exercise of options which are currently exercisable or become exercisable within 60 days and 12,500 shares of Common Stock issuable pursuant to stock incentive grants that are vested. The shares of Common Stock registered for resale hereunder represent shares issuable upon exercise of vested and unvested stock options and shares of Common Stock issuable upon settlement of vested and unvested restricted stock grants.
- (7) Mr. Smith is a member of the Board. The shares of Common Stock beneficially owned prior to this offering include 54,167 shares of Common Stock issuable upon exercise of options which are currently exercisable or become exercisable within 60 days, 50,000 shares of Common Stock issuable pursuant to stock incentive grants that are vested and 54 shares of Common Stock issuable upon exercise of warrants. The shares of Common Stock registered for resale hereunder represent shares issuable upon exercise of vested and unvested stock options and shares of Common Stock issuable upon settlement of vested and unvested restricted stock grants.
- (8) Mr. Rosenberg is a member of the Board. The shares of Common Stock beneficially owned prior to this offering include 54,167 shares of Common Stock issuable upon exercise of options which are currently exercisable or become exercisable within 60 days and 50,000 shares of Common Stock issuable pursuant to stock incentive grants that are vested. The shares of Common Stock registered for resale hereunder represent shares issuable upon exercise of vested and unvested stock options and shares of Common Stock issuable upon settlement of vested and unvested restricted stock grants.
- (9) Mr. Bentz is a member of the Board. The shares of Common Stock beneficially owned prior to this offering include 9 shares owned by Mr. Bentz, 54,167 shares of Common Stock issuable upon exercise of options which are currently exercisable or become exercisable within 60 days and 50,000 shares of Common Stock issuable pursuant to stock incentive grants that are vested. The shares of Common Stock registered for resale hereunder represent shares issuable upon exercise of vested and unvested stock options and shares of Common Stock issuable upon settlement of vested and unvested restricted stock grants.
- (10) Ms. Brichan was a member of the Board until August 2021. The shares of Common Stock beneficially owned prior to this offering include 54,167 shares of Common Stock issuable upon exercise of options which are currently exercisable or become exercisable within 60 days and 50,000 shares of Common Stock issuable pursuant to stock incentive grants that are vested. The shares of Common Stock registered for resale hereunder represent shares issuable upon exercise of vested and unvested stock options and shares of Common Stock issuable upon settlement of vested and unvested restricted stock grants.
- (11) Mr. Ash is a member of the Board. The shares of Common Stock beneficially owned prior to this offering include 54,167 shares of Common Stock issuable upon exercise of options which are currently exercisable or become exercisable within 60 days and 50,000 shares of Common Stock issuable pursuant to stock incentive grants that are vested. The shares of Common Stock registered for resale hereunder represent shares issuable upon exercise of vested and unvested stock options and shares of Common Stock issuable upon settlement of vested and unvested restricted stock grants.

- (12) Mr. Tellock is a member of the Board. The shares of Common Stock beneficially owned prior to this offering represent shares of Common Stock issuable upon exercise of options which are currently exercisable or become exercisable within 60 days. The shares of Common Stock registered for resale hereunder represent shares issuable upon exercise of vested and unvested stock options.
- (13) Includes the following 24 named non-affiliate persons, each of whom beneficially owns at least 1,000 Shares: Chase K. Ault; Jason Bartholomew; Kyle Baslee; Gerald M. Bosque; Marcus Charuvastra; Sonsorey Y. Corbin; Therese N. Doherty; Lien Escalona; Douglas Gintz; Patrick J. Haddan; Jean Ho; David J. Katzoff; Charles R. Kepper; Laura Kim; Darren M. Magot; Barbara Perry; Joshua L. Smith; Diana Spaziano; Joseph M. Spaziano; Georgia L. Thompson; James M. Turner; Skyla Woltering; Robert Volynsky; and Christopher K. Wu. Each of these persons beneficially owns less than 1% of our Common Stock. The shares of Common Stock registered for resale hereunder represent shares issuable upon exercise of vested and unvested stock options and shares of Common Stock issuable upon settlement of vested and unvested restricted stock grants.

PLAN OF DISTRIBUTION

We are registering the Shares covered by this prospectus to permit the Selling Stockholders to conduct public secondary trading of these Shares from time to time after the date of this prospectus. We will not receive any of the proceeds of the sale of the Shares offered by this prospectus. The aggregate proceeds to the Selling Stockholders from the sale of the Shares will be the purchase price of the Shares less any discounts and commissions. We will not pay any brokers' or underwriters' discounts and commissions in connection with the registration and sale of the Shares covered by this prospectus. The Selling Stockholders reserve the right to accept and, together with their respective agents, to reject, any proposed purchases of Shares to be made directly or through agents.

The Shares offered by this prospectus may be sold from time to time to purchasers:

- directly by the Selling Stockholders, or
- through underwriters, broker-dealers or agents, who may receive compensation in the form of discounts, commissions or agent's commissions from the Selling Stockholders or the purchasers of the Shares.

Any underwriters, broker-dealers or agents who participate in the sale or distribution of the Shares may be deemed to be "underwriters" within the meaning of the Securities Act. As a result, any discounts, commissions or concessions received by any such broker-dealer or agents who are deemed to be underwriters will be deemed to be underwriting discounts and commissions under the Securities Act. Underwriters are subject to the prospectus delivery requirements of the Securities Act and may be subject to certain statutory liabilities under the Securities Act and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"). We will make copies of this prospectus available to the Selling Stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. To our knowledge, there are currently no plans, arrangements or understandings between the Selling Stockholders and any underwriter, broker-dealer or agent regarding the sale of the Shares by the Selling Stockholders.

The Shares may be sold in one or more transactions at:

- fixed prices;
- prevailing market prices at the time of sale;
- prices related to such prevailing market prices;
- varying prices determined at the time of sale; or
- negotiated prices.

These sales may be effected in one or more transactions:

- on any national securities exchange or quotation service on which the Shares may be listed or quoted at the time of sale, including the NYSE;
- in the over-the-counter market;
- in transactions otherwise than on such exchanges or services or in the over-the-counter market;
- any other method permitted by applicable law; or
- through any combination of the foregoing.

These transactions may include block transactions or crosses. Crosses are transactions in which the same broker acts as an agent on both sides of the trade.

At the time a particular offering of the Shares is made, a prospectus supplement, if required, will be distributed, which will set forth the name of the Selling Stockholders, the aggregate amount of Shares being offered and the terms of the offering, including, to the extent required, (1) the name or names of any underwriters, broker-dealers or agents, (2) any discounts, commissions and other terms constituting compensation from the Selling Stockholders and (3) any discounts, commissions or concessions allowed or reallocated to be paid to broker-dealers.

The Selling Stockholders will act independently of us in making decisions with respect to the timing, manner, and size of each resale or other transfer. There can be no assurance that the Selling Stockholders will sell any or all of the Shares under this prospectus. Further, we cannot assure you that the Selling Stockholders will not transfer, distribute, devise or gift the Shares by other means not described in this prospectus. In addition, any Shares covered by this prospectus that qualify for sale under Rule 144 of the Securities Act may be sold under Rule 144 rather than under this prospectus. The Shares may be sold in some states only through registered or licensed brokers or dealers. In addition, in some states the Shares may not be sold unless they have been registered or qualified for sale or an exemption from registration or qualification is available and complied with.

The Selling Stockholders and any other person participating in the sale of the Shares will be subject to the Exchange Act. The Exchange Act rules include, without limitation, Regulation M, which may limit the timing of purchases and sales of any of the Shares by the Selling Stockholders and any other person. In addition, Regulation M may restrict the ability of any person engaged in the distribution of the Shares to engage in market-making activities with respect to the particular Shares being distributed. This may affect the marketability of the Shares and the ability of any person or entity to engage in market-making activities with respect to the Shares.

The Selling Stockholders may indemnify any broker or underwriter that participates in transactions involving the sale of the Shares against certain liabilities, including liabilities arising under the Securities Act.

LEGAL MATTERS

The validity of the issuance of the securities offered by this prospectus will be passed upon for us by Olshan Frome Wolosky LLP, New York, New York.

EXPERTS

The consolidated financial statements of Ault Global Holdings, Inc. as of and for the years ended December 31, 2020 and December 31, 2019 appearing in Ault Global Holdings, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2020, have been audited by Marcum LLP, as set forth in its report thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The financial statements of Enertec Systems 2001 LTD., as of December 31, 2020 and December 31, 2019, and for each of the years in the period ended December 31, 2020, have been so incorporated in reliance on the report of BDO ZIV HAFT, an independent registered public accounting firm, incorporated herein by reference, given on the authority of said firm as experts in auditing and accounting.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed with the SEC are hereby incorporated by reference in this prospectus (unless otherwise noted, the SEC file number for each of the documents listed below is 001-12711):

- Our Annual Report on Form 10-K for the year ended December 31, 2020 as filed with the SEC on [April 15, 2021](#);
- Our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2021 and June 30, 2021, as filed with the SEC on [May 24, 2021](#) and [August 16, 2021](#), respectively;
- Current Reports on Form 8-K filed with the SEC on [January 4, 2021](#), [January 19, 2021](#), [January 25, 2021](#), [February 1, 2021](#), [February 17, 2021](#), [March 5, 2021](#), [June 4, 2021](#), [June 15, 2021](#), [June 23, 2021](#), [July 6, 2021](#) and [August 13, 2021](#);
- Our definitive proxy statement Schedule 14A filed with the SEC on [June 7, 2021](#); and
- The description of the Company's securities registered under Section 12 of the Exchange Act as filed as [Exhibit 4.29](#) on Annual Report on Form 10-K for the year ended December 31, 2020 as filed with the SEC on April 15, 2021.

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act on or after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents; provided, however, that documents or information deemed to have been furnished and not filed in accordance with the rules of the SEC shall not be deemed incorporated by reference into this Registration Statement.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

**DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION
FOR SECURITIES ACT LIABILITIES**

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

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and other reports, proxy statements and other information with the SEC. Our SEC filings are available to the public over the Internet at the SEC's website at <http://www.sec.gov>. Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, including any amendments to those reports, and other information that we file with or furnish to the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act can also be accessed free of charge by linking directly from our website at www.aultglobal.com. These filings will be available as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. Information contained on our website is not part of this prospectus.

The Registrant hereby undertakes to provide without charge to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon written or oral request of any such person, a copy of any and all of the information that has been incorporated by reference in this prospectus but not delivered with the prospectus other than the exhibits to those documents, unless the exhibits are specifically incorporated by reference into the information that this prospectus incorporates. Requests for documents should be directed to Ault Global Holdings, Inc., Attention: Investor Relations, 11411 Southern Highlands Pkwy #240, Las Vegas, NV 89141, (949) 444-5464.

AULT GLOBAL HOLDINGS, INC.



AULT GLOBAL HOLDINGS

8,530,000 SHARES OF COMMON STOCK

REOFFER PROSPECTUS

August 26, 2021

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed with the SEC are hereby incorporated by reference in this Registration Statement (unless otherwise noted, the SEC file number for each of the documents listed below is 001-12711):

- Our Annual Report on Form 10-K for the year ended December 31, 2020 as filed with the SEC on [April 15, 2021](#);
- Our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2021 and June 30, 2021, as filed with the SEC on [May 24, 2021](#) and [August 16, 2021](#), respectively;
- Current Reports on Form 8-K filed with the SEC on [January 4, 2021](#), [January 19, 2021](#), [January 25, 2021](#), [February 1, 2021](#), [February 17, 2021](#), [March 5, 2021](#), [June 4, 2021](#), [June 15, 2021](#), [June 23, 2021](#), [July 6, 2021](#) and [August 13, 2021](#);
- Our definitive proxy statement Schedule 14A filed with the SEC on [June 7, 2021](#); and
- The description of the Company's securities registered under Section 12 of the Exchange Act as filed as [Exhibit 4.29](#) on Annual Report on Form 10-K for the year ended December 31, 2020 as filed with the SEC on April 15, 2021.

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act on or after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents; *provided, however*, that documents or information deemed to have been furnished and not filed in accordance with the rules of the SEC shall not be deemed incorporated by reference into this Registration Statement. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

As permitted by Delaware law, our certificate of incorporation provides that no director will be liable to us or our stockholders for monetary damages for breach of certain fiduciary duties as a director. The effect of this provision is to restrict our rights and the rights of our stockholders in derivative suits to recover monetary damages against a director for breach of certain fiduciary duties as a director, except that a director will be personally liable for:

- any breach of his or her duty of loyalty to us or our stockholders;
- acts or omissions not in good faith which involve intentional misconduct or a knowing violation of law;
- the payment of dividends or the redemption or purchase of stock in violation of Delaware law; or
- any transaction from which the director derived an improper personal benefit.

This provision does not affect a director's liability under the federal securities laws.

At present, we do not maintain directors' and officers' liability insurance in order to limit the exposure to liability for indemnification of directors and officers, including liabilities under the Securities Act; however, we are in the process of obtaining such insurance.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Item 7. Exemption from Registration Claimed.

The issuance of the Shares being offered by the Form S-3 resale prospectus were deemed to be exempt from registration under the Securities Act in reliance upon Section 4(a)(2) of the Securities Act (or Regulation D or Regulation S promulgated thereunder) as transactions by an issuer not involving any public offering. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the stock certificates issued in these transactions. All recipients had adequate access, through their relationships with us, to information about the Registrant.

Item 8. Exhibits.

EXHIBIT INDEX

Exhibit Number	Description	Schedule Form	Incorporated by Reference		Filing Date
			File Number	Exhibit	
4.1	Certificate of Incorporation of the Registrant, as currently in effect.	8-K	001-12711	3.1	December 29, 2017
4.2	Form of Certificate of Determination of Preferences, Rights and Limitations of Series B Convertible Preferred Stock, dated March 3, 2017.	8-K	001-12711	3.1	March 9, 2017
4.3	Certificate of Designations of Rights and Preferences of 10% Series A Cumulative Redeemable Perpetual Preferred Stock, dated September 13, 2018.	8-K	001-12711	3.1	September 14, 2018
4.4	Certificate of Designations of Rights and Preferences of Series C Convertible Redeemable Preferred Stock, dated February 27, 2019.	8-K	001-12711	3.1	February 28, 2019
4.5	Form of Amended & Restated Certificate of Designations of Rights and Preferences of Series C Convertible Preferred Stock.	8-K	001-12711	3.1	February 25, 2020
4.6	Certificate of Ownership and Merger.	8-K	001-12711	2.1	January 19, 2021
4.7	Bylaws of the Registrant, as currently in effect.	8-K	001-12711	3.1	August 14, 2020
5.1*	Opinion of Olshan Frome Wolosky LLP				
23.1*	Consent of Marcum LLP				

23.2*	Consent of ZIV HAFT, BDO Member Firm				
23.3*	Consent of Olshan Frome Wolosky LLP (included in Exhibit 5.1)				
24.1*	Power of Attorney (included on the signature page of this Form S-8).				
99.1	2021 Stock Incentive Plan	Def 14A	001-12711	Appendix B	July 6, 2021
99.2	2021 Employee Stock Purchase Plan	Def 14A	001-12711	Appendix C	July 6, 2021
99.3*	Form of Stock Option Grants				
99.4*	Form of Restricted Stock Unit Grants				

* Filed herewith.

Item 9. Undertakings.

A. The undersigned Registrant hereby undertakes:

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

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

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement.

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

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

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

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

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

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Las Vegas, State of Nevada, on August 26, 2021.

AULT GLOBAL HOLDINGS, INC.

By: /s/ WILLIAM B. HORNE
William B. Horne
Chief Executive Officer (Principal Executive Officer)

By: /s/ KENNETH S. CRAGUN
Kenneth S. Cragun
Chief Financial Officer (Principal Financial and Accounting Officer)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints William B. Horne and Henry C.W. Nisser, and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution, for him in any and all capacities, to sign any or all amendments to this Registration Statement on Form S-8 (including post-effective amendments), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he might or could do in person, hereby and about the premises hereby ratifying and confirming all that said attorneys-in-fact and agent, proxy and agent, or his substitute, may lawfully do or cause to be done by virtue hereof

Pursuant to the requirements of the Securities Act of 1933, as amended, the following persons in the capacities and on the dates indicated have signed this Registration Statement below.

Signature	Title	Date
<u>/s/ WILLIAM B. HORNE</u> William B. Horne	Chief Executive Officer (Principal Executive Officer) and Director	August 26, 2021
<u>/s/ KENNETH S. CRAGUN</u> Kenneth S. Cragun	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	August 26, 2021
<u>/s/ MILTON C. AULT, III</u> Milton C. Ault, III	Executive Chairman of the Board	August 26, 2021
<u>/s/ HENRY C.W. NISSER</u> Henry C.W. Nisser	Director	August 26, 2021
<u>/s/ HOWARD ASH</u> Howard Ash	Director	August 26, 2021
<u>/s/ GLEN TELLOCK</u> Glen Tellock	Director	August 26, 2021
<u>/s/ JEFFREY A. BENTZ</u> Jeffrey A. Bentz	Director	August 26, 2021

/s/ ROBERT SMITH

Director

August 26, 2021

Robert Smith

/s/ MORDECHAI ROSENBERG

Director

August 26, 2021

Mordechai Rosenberg

August 26, 2021

Ault Global Holdings, Inc.
11411 Southern Highlands Pkwy #240
Las Vegas, NV 89141

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Ault Global Holdings, Inc., a Delaware corporation (the “Company”), in connection with the filing with the Securities and Exchange Commission (the “Commission”) of the Company’s Registration Statement on Form S-8 (the “Registration Statement”) relating to the registration of 14,180,000 shares (the “Shares”) of the Company’s Class A common stock, par value \$0.001 per share (the “Common Stock”), issuable pursuant to the terms of and in the manner set forth in the Company’s 2021 Stock Incentive Plan, 2021 Employee Stock Purchase Plan, Option Award Agreements and Restricted Stock Unit Award Agreements (collectively, the “Plans”). This opinion letter is being delivered at the request of the Company and in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Securities Act of 1933, as amended (the “Securities Act”).

We advise you that we have examined executed originals or copies certified or otherwise identified to our satisfaction of (i) the Registration Statement, (ii) the Company’s Certificate of Incorporation and Bylaws, each as amended to date, (iii) the Plans, and (iv) corporate proceedings of the Company, and such other documents, instruments and certificates of officers and representatives of the Company and of public officials, and we have made such examination of law, as we have deemed necessary or appropriate for purposes of the opinion expressed below.

We have assumed for purposes of rendering the opinion set forth herein, without any verification by us, the genuineness of all signatures, the legal capacity of all natural persons to execute and deliver documents, the authenticity and completeness of documents submitted to us as originals and the completeness and conformity with authentic original documents of all documents submitted to us as copies, and that all documents, books and records made available to us by the Company are accurate and complete.

On the basis of the foregoing and in reliance thereon and subject to the assumptions, qualifications and limitations set forth herein, we advise you that in our opinion, the Shares, when issued and paid for pursuant to the terms of and in the manner set forth in the Plan, will be duly and validly issued, fully paid and non-assessable.

We are members of the Bar of the State of New York. We express no opinion as to the effect of any laws other than the laws of the State of New York, the General Corporation Law of the State of Delaware and the Federal laws of the United States of America, each as in effect on the date hereof.

This opinion speaks only at and as of its date and is based solely on the facts and circumstances known to us at and as of such date. We assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in fact or law that may hereafter occur.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby concede that our firm is within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Olshan Frome Wolosky LLP

OLSHAN FROME WOLOSKY LLP

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in this Registration Statement of Ault Global Holdings, Inc. on Form S-8, of our report dated April 15, 2021, which includes an explanatory paragraph stating that the financial statements of a wholly owned subsidiary was audited by other auditors, whose report has been furnished to us, with respect to our audits of the consolidated financial statements of Ault Global Holdings, Inc. as of December 31, 2020 and 2019 and for each of the two years in the period ended December 31, 2020 appearing in the Annual Report on Form 10-K of Ault Global Holdings, Inc. for the year ended December 31, 2020. We also consent to the reference to our firm under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Marcum LLP

Marcum LLP
New York, NY
August 26, 2021



INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We hereby consent to the incorporation by reference in the Registration Statements Form S-8 of our report dated April 15, 2021, with respect to the financial statements of Enertec Systems 2001 LTD.

Tel Aviv, Israel
August 26, 2021

/s/ Ziv Haft
Certified Public Accountants (Isr.)
BDO Member Firm

AULT GLOBAL HOLDINGS, INC.

FORM OF NON-QUALIFIED STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT (this “**Agreement**”) is made and entered into as of _____, between Ault Global Holdings, Inc., a Delaware corporation (the “**Company**”), and _____ (the “**Optionee**”).

The Company and Optionee desire to enter into this Agreement whereby the Company will grant Optionee the options specified herein to acquire certain shares of the Company’s common stock, par value \$0.001 per share (the “**Common Stock**”). This Option may be exercised in whole or in part and from time to time as hereinafter provided. The Option granted under this Agreement is not intended to be an “incentive stock option” issued pursuant to a plan (a “**Plan**”) as set forth in Section 422 of the Internal Revenue Code of 1986, as amended (the “**Code**”).

This Option is expressly subject to the approval by the stockholders of the Company and the approval by the Trading Market (the “**Required Approvals**”). Notwithstanding any other terms of this Agreement, if the Company does not obtain the Required Approvals, then this Agreement and the entire Option granted hereunder shall be rescinded and Optionee agrees that the Option is void ab initio, and he/she shall cease to have any rights and will not be owed any obligations with respect to this Agreement and the Option granted hereunder. The Company makes no representations regarding whether the Required Approvals will be obtained. “Trading Market” means whichever of the New York Stock Exchange, the NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market or the OTC Bulletin Board on which the Common Stock is listed or quoted for trading on the date in question.

The parties hereto agree as follows:

1. Acknowledgment. Each of the undersigned agrees that this Agreement has been executed and delivered, and the stock options are being granted, outside of a Plan.

2. Option.

(a) Option Grant. The Company hereby grants to Optionee an option (the “**Option**”) to purchase up to _____ shares of Common Stock (the “**Option Shares**”), at an exercise price per share of \$_____ (the “**Option Price**”). The Option Price and the number of Option Shares issuable upon exercise of the Option will be equitably adjusted for any share split, share dividend, reclassification or recapitalization of the Common Stock which occurs subsequent to the date of this Agreement. The Option will expire on the close of business on the tenth anniversary of the date of this Agreement, subject to earlier expiration in connection with the termination of Optionee’s employment with the Company or any of its Subsidiaries, as provided in Section 2(c) below.

(b) Exercisability. The Option described in Section 2(a) above shall vest in _____ increments over a period of ____ (__) years beginning on _____ (the “**Vesting Commencement Date**”), if Optionee is, and has continuously been, employed by the Company or any of its Subsidiaries. The exercise of the Option with respect to any Option Shares is subject to the Required Approvals. Notwithstanding the foregoing, if the date of Optionee’s termination of employment (the “**Employment Termination Date**”) occurs at any time before the second anniversary of the Vesting Commencement Date, the cumulative percentage of Option Shares to become vested shall be determined on a pro rata basis according to the number of calendar months elapsed since the Vesting Commencement Date.

(c) Early Expiration of Option. Notwithstanding any provision herein to the contrary, any portion of the Option granted hereunder that has not vested and become exercisable prior to the Employment Termination Date will expire on such Employment Termination Date and may not be exercised under any circumstance. Any portion of the Option granted hereunder which has vested and become exercisable prior to the Employment Termination Date will expire on the earlier to occur of (i) thirty (30) days after the Employment Termination Date and (ii) the close of business on the tenth anniversary of the date of this Agreement.

(d) Procedure for Exercise. Subject to the Required Approvals, at any time after all or any portion of the Options granted hereunder have become exercisable with respect to any Option Shares and prior to the close of business on the tenth anniversary of the date of this Agreement, Optionee may exercise all or any portion of the Option granted hereunder with respect to Option Shares vested pursuant to Section 2(b) above by delivering written notice of exercise to the Company (the “**Exercise Notice**”), which Exercise Notice is attached hereto as **Exhibit B**, together with (i) a written acknowledgment that Optionee has read and has been afforded an opportunity to ask questions of management of the Company regarding all financial and other information provided to Optionee regarding the Company and its Subsidiaries and (ii) payment in full by delivery of a cashier’s, personal or certified check or wire transfer of immediately available funds to the Company in the amount equal to the number of Option Shares to be acquired multiplied by the option exercise price. As a condition to any exercise of the Option, Optionee will permit the Company to deliver to him or her all financial and other information regarding the Company and its Subsidiaries which it believes is necessary to enable Optionee to make an informed investment decision. In the event that, at the time of the exercise of the Option, the Option Shares have not been registered under the Securities Act of 1933, as amended (the “**Securities Act**”), the Optionee will deliver to the Company his or her Investment Representation Statement in the form attached hereto as **Exhibit C**.

(e) Securities Laws Restrictions. Optionee represents that when Optionee exercises any portion of the Option he or she will be purchasing the Option Shares represented thereby for Optionee’s own account and not on behalf of others. Optionee understands and acknowledges that U.S. federal and state securities laws govern and restrict Optionee’s right to offer, sell or otherwise dispose of any Option Shares unless Optionee’s offer, sale or other disposition thereof is registered under the Securities Act and federal and state securities laws or, in the opinion of the Company’s counsel, such offer, sale or other disposition is exempt from registration thereunder. Optionee agrees that he or she will not offer, sell or otherwise dispose of any Option Shares in any manner which would: (i) require the Company to file any registration statement (or similar filing under applicable securities law) with the Securities and Exchange Commission or to amend or supplement any such filing or (ii) violate or cause the Company to violate the Securities Act, the rules and regulations promulgated thereunder or any other applicable U.S. or local securities law. Optionee further understands that the certificates for any Option Shares which Optionee purchases will bear a legend as the Company deems necessary or desirable in connection with the Securities Act or other rules, regulations or laws.

(f) Limited Transferability of the Option. The Option granted hereunder is personal to Optionee and is not transferable by Optionee except pursuant to the laws of descent or distribution. Only Optionee or his or her legal guardian or representative may exercise the Option granted hereunder.

3. Responsibility for Taxes. Regardless of any action taken by the Company or Optionee’s employer (the “**Employer**”) with respect to any and all income tax, social insurance, payroll tax, payment on account, employment or other tax-related withholding (the “**Tax-Related Items**”), Optionee acknowledges that the ultimate liability for all Tax-Related Items legally due by Optionee is and remains his or her responsibility and that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including the grant, vesting, exercise, assignment, release or cancellation of the Option, the subsequent sale of Common Stock acquired pursuant to such exercise, or the receipt of any dividends and (ii) do not commit to structure the terms of the grant or any other aspect of the Option to reduce or eliminate Optionee’s liability for Tax-Related Items.

Prior to the relevant taxable event, Optionee shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding obligations of the Company and/or the Employer. In this regard, Optionee authorizes the Company and/or the Employer, at their discretion, to satisfy the obligations with regard to all applicable Tax-Related Items legally payable by one or a combination of the following methods: (1) withholding Optionee’s wages or other cash compensation paid to Optionee by the Company and/or the Employer; (2) withholding from the proceeds of the sale of Option Shares acquired upon exercise of the Option; (3) selling or arranging for the sale of Option Shares acquired upon exercise of the Option (on Optionee’s behalf and at his or her direction pursuant to this authorization); or (4) withholding Option Shares, provided that only the amount of shares of Common Stock necessary to satisfy the minimum amount of Tax-Related Items is withheld or such other amount that does not trigger adverse accounting consequences. For these purposes, the fair market value of the Option Shares to be withheld shall be determined on the date that Tax-Related Items are to be determined. If the obligation of Tax-Related Items is satisfied by reducing the number of Option Shares issuable upon exercise of the Option, Optionee is deemed (for tax purposes) to have been issued the full number of Option Shares subject to the Option, notwithstanding that a number of the Option Shares is held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Option.

Finally, Optionee shall pay to the Company or the Employer any amount of the Tax-Related Items that the Company or the Employer may be required to withhold as a result of Optionee’s purchase of Option Shares that cannot be satisfied by the means previously described. The Company or the Employer may refuse to honor the exercise of the Option and shall have no obligation to deliver Option Shares until Optionee has satisfied the obligations in connection with the Tax-Related Items as described in this section.

4. Optionee's Representations. Optionee hereby represents and warrants as follows:

- (a) the execution, delivery and performance of this Agreement by Optionee does not and will not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Optionee is a party or by which he or she is bound;
- (b) except as disclosed to the Company in writing, Optionee is not a party to or bound by any employment agreement, non-compete agreement or confidentiality agreement with any other person or entity (other than the Company or any of its Affiliates);
- (c) upon the execution and delivery of this Agreement by the Company, this Agreement shall be the valid and binding obligation of Optionee, enforceable in accordance with its terms; and
- (d) Optionee has consulted with (or has had an opportunity to consult with) independent legal counsel regarding his or her rights and obligations under this Agreement and that he or she fully understands the terms and conditions contained herein and therein.

5. Nature of Grant. By entering into this Agreement and accepting the Option evidenced hereby, Optionee further acknowledges that:

- (a) this Option is not issued under a Plan;
- (b) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of Options, or benefits in lieu of Options, under any compensation plan the Company has adopted or may adopt, even if Options have been granted repeatedly in the past;
- (c) all decisions with respect to future Options, if any, will be at the sole discretion of the Committee;
- (d) intentionally omitted;
- (e) the Option is an extraordinary item which does not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any Subsidiary retaining Optionee and which is outside the scope of Optionee's employment contract, if any;
- (f) the Option is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end-of-service payments, bonuses, long-service awards, pension, welfare or retirement benefits or similar payments;
- (g) in the event that Optionee is not an Optionee of the Company or any Subsidiary, the grant of an Option will not be interpreted to form an employment contract or relationship with the Company; and furthermore, the Option will not be interpreted to form an employment contract with the Employer, the Company or any Subsidiary;
- (h) the future value of the underlying Common Stock is unknown and cannot be predicted with certainty;
- (i) if the underlying Common Stock does not increase in value, the Option will have no value;
- (j) if Optionee exercises the Option and obtains Option Shares, the value of the Option Shares acquired upon exercise may increase or decrease in value, even below the Option Price;
- (k) in consideration of the grant of the Option, no claim or entitlement to compensation or damages arises from termination of the option or diminution in value of the Option or Option Shares purchased through exercise of the Option resulting from termination of Optionee's employment or service relationship by the Company or the Employer or by any Subsidiary retaining Optionee (for any reason whether or not in breach of applicable labor laws) and Optionee irrevocably releases the Company, the Employer or the Subsidiary retaining him or her from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen then, by signing this Agreement, Optionee shall be deemed irrevocably to have waived his or her entitlement to pursue such a claim;

(l) notwithstanding any terms or conditions of this Agreement to the contrary, in the event of involuntary termination of Optionee's employment (whether or not in breach of local labor laws), Optionee's right to receive Options that become exercisable under this Agreement, if any, will terminate effective as of the date that Optionee is no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law); furthermore, in the event of involuntary termination of Optionee's employment (whether or not in breach of local labor laws), his or her right to receive Option Shares pursuant to the exercise of the Option after termination of employment, if any, will be measured by the date of termination of Optionee's active employment; the Committee shall have the exclusive discretion to determine when Optionee is no longer actively employed for purposes of the Option;

(m) it is Optionee's sole responsibility to investigate and comply with any applicable exchange control laws in connection with the issuance and delivery of Option Shares pursuant to the exercise of the Option;

(n) the Company, the Employer or the Subsidiary retaining Optionee are not providing any tax, legal or financial advice, nor are the Company, the Employer or the Subsidiary retaining Optionee making any recommendations regarding Optionee's acquisition or sale of the Option Shares; and

(o) Optionee is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding this Agreement before taking any action related hereto.

6. Data Privacy. Optionee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Optionee's personal data as described in this document by and among, as applicable, the Employer, the Company and any Subsidiary for the exclusive purpose of implementing and administering this Agreement.

Optionee understands that the Employer, the Company and any Subsidiary of the Company hold certain personal information about Optionee, including, but not limited to, his or her name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all Options or any other entitlement to Options awarded, canceled, exercised, vested, unvested or outstanding in Optionee's favor, as the Employer, the Subsidiary retaining Optionee and/or the Company deems necessary for the purpose of implementing and administering this Agreement (the "**Data**").

Optionee acknowledges and understands that Data may be transferred to any broker as designated by the Company and any third parties assisting in the implementation and administration of this Agreement, that these recipients may be located in Optionee's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than Optionee's country. Optionee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Optionee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing and administering this Agreement, including any requisite transfer of such Data as may be required to a broker or other third party with whom Optionee may elect to deposit any Common Stock acquired upon exercise of the Option. Optionee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Optionee understands, however, that refusing or withdrawing his or her consent may affect his or her ability to exercise or realize benefits from the Option. For more information on the consequences of Optionee's refusal to consent or withdrawal of consent, Optionee understands that he or she may contact his or her local human resources representative.

7. Notices. Any notice or communication given hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, or by regular mail, first class and prepaid, to the appropriate party at the address set forth below (or such other address as the party shall from time to time specify):

If to the Company, to:

Ault Global Holdings, Inc.
11411 Southern Highlands Parkway, Suite 240
Las Vegas, NV 89141
Attention: Chief Financial Officer

If to the Optionee, to the address on file with the Company.

8. Third Party Beneficiaries; Successors and Assigns. The parties hereto acknowledge and agree that, except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by Optionee, the Company and their respective heirs, successors and assigns (including subsequent holders of Option Shares); provided, however, that the rights and obligations of Optionee under this Agreement shall not be assignable except in connection with a permitted transfer of Option Shares as provided herein.

9. Complete Agreement. This Agreement and the other documents referred to herein embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

10. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

11. Counterparts. This Agreement may be executed in separate counterparts, each of which may be delivered via facsimile and is deemed to be an original, and all of which taken together constitute one and the same agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without reference to principles of conflicts of laws and each of the parties hereto irrevocably submit to and consent to the jurisdiction and venue of the courts of New York, New York or the federal courts for the United States for the United States District Court for the Southern District of New York, and no other courts where this Option is made and/or to be performed.

13. Severability. If all or any part of this Agreement is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement not declared to be unlawful or invalid. Any section of this Agreement (or part of such a section) so declared to be unlawful or invalid shall, if possible, be construed in a manner that will give effect to the terms of such section or part of a section to the fullest extent possible while remaining lawful and valid.

14. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to Options, or Option Shares purchased under this Agreement, by electronic means. Optionee hereby consents to receive such documents by electronic delivery and agrees to any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

15. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company's Board of Directors and Optionee, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

16. Tax Treatment. Neither party makes any representations or warranties to the other party with respect to the tax treatment of the transactions contemplated hereby.

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

AULT GLOBAL HOLDINGS, INC.

By: _____

OPTIONEE:

By: _____
Name: _____

AULT GLOBAL HOLDINGS, INC.

EXERCISE NOTICE

Ault Global Holdings, Inc.
11411 Southern Highlands Parkway, Suite 240
Las Vegas, NV 89141
Attention: Chief Financial Officer

Effective as of today, _____, ____ the undersigned (the “**Optionee**”) hereby elects to exercise the Optionee’s option to purchase _____ shares of the Common Stock (the “**Shares**”) of Ault Global Holdings, Inc. (the “**Company**”) under and pursuant to the Stock Option Agreement (the “**Option Agreement**”) dated _____, ____, 20__.

Representations of the Optionee. The Optionee acknowledges that the Optionee has received, read and understood the Option Agreement and the other documentation referred to therein; the Optionee agrees to abide by and be bound by their terms and conditions.

Rights as Stockholder. Until the stock certificate evidencing such Shares is issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Shares, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such stock certificate promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued, except as provided in the Option Agreement.

Delivery of Payment. The Optionee herewith delivers to the Company the full Exercise Price for the Shares in the form(s) provided for in the Option Agreement.

Tax Consultation. The Optionee understands that the Optionee may suffer adverse tax consequences as a result of the Optionee’s purchase or disposition of the Shares. The Optionee represents that the Optionee has consulted with any tax consultants the Optionee deems advisable in connection with the purchase or disposition of the Shares and that the Optionee is not relying on the Company for any tax advice.

Taxes. The Optionee agrees to satisfy all applicable federal, state and local income and employment tax withholding obligations and herewith delivers to the Company the full amount of such obligations or has made arrangements acceptable to the Company to satisfy such obligations.

Restrictive Legends. The Optionee understands and agrees that the Company may cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by the Company or by state or federal securities laws:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE “**ACT**”) AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.

Successors and Assigns. The Company may assign any of its rights under this Exercise Notice to single or multiple assignees, and this agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Exercise Notice shall be binding upon the Optionee and his or her heirs, executors, administrators, successors and assigns.

Headings. The captions used in this Exercise Notice are inserted for convenience only and shall not be deemed a part of this agreement for construction or interpretation.

Interpretation. Any dispute regarding the interpretation of this Exercise Notice shall be submitted by the Optionee or by the Company forthwith to the board of directors of the Company (the "**Board**"), which shall review such dispute at its next regular meeting. The resolution of such a dispute by the Board shall be final and binding on all persons.

Governing Law; Severability. This Exercise Notice is to be construed in accordance with and governed by the internal laws of the State of New York without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York to the rights and duties of the parties. Should any provision of this Exercise Notice be determined by a court of law to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.

Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the mail by certified mail, with postage and fees prepaid, addressed to the other party at its address as shown below beneath its signature, or to such other address as such party may designate in writing from time to time to the other party.

Further Instruments. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this agreement.

Entire Agreement. The Option Agreement is incorporated herein by reference and together with this Exercise Notice constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes in their entirety all prior undertakings and agreements of the Company and the Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except by means of a writing signed by the Company and the Optionee.

Submitted by:

Accepted by:

OPTIONEE:

AULT GLOBAL HOLDINGS, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

AULT GLOBAL HOLDINGS, INC.

INVESTMENT REPRESENTATION STATEMENT

OPTIONEE: _____

COMPANY: Ault Global Holdings, Inc.

SECURITY: Common Stock

AMOUNT: _____

DATE: _____

In connection with the purchase of the above-listed Securities, the undersigned Optionee represents to the Company the following:

Optionee is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. Optionee is acquiring these Securities for investment for Optionee's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

Optionee acknowledges and understands that the Securities constitute "restricted securities" under the Securities Act, have not been registered under the Securities Act and are being issued to the Optionee in reliance upon a specific exemption therefrom, which exemption depends, upon among other things, the bona fide nature of Optionee's investment intent as expressed herein. Optionee further understands that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Optionee further acknowledges and understands that the Company is under no obligation to register the Securities. Optionee understands that the certificate evidencing the Securities will be imprinted with a legend which prohibits the transfer of the Securities unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Company.

Optionee is familiar with the provisions of Rule 701 and Rule 144, each as promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. Rule 701 provides that if the issuer qualifies under Rule 701 at the time of the grant of the Option to the Optionee, the exercise will be exempt from registration under the Securities Act. In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") ninety (90) days thereafter (or such longer period as any market stand-off agreement may require) the Securities exempt under Rule 701 may be resold, subject to the satisfaction of certain of the conditions specified by Rule 144, including: (1) the resale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as said term is defined under the Exchange Act); and, in the case of an affiliate, (2) the availability of certain public information about the Company, (3) the amount of Securities being sold during any three month period not exceeding the limitations specified in Rule 144(e), and (4) the timely filing of a Form 144, if applicable.

In the event that the Company does not qualify under Rule 701 at the time of grant of the Option, then the Securities may be resold in certain limited circumstances subject to the provisions of Rule 144, which requires the resale to occur not less than one year after the later of the date the Securities were sold by the Company or the date the Securities were sold by an affiliate of the Company, within the meaning of Rule 144; and, in the case of acquisition of the Securities by an affiliate, or by a non-affiliate who subsequently holds the Securities less than two years, the satisfaction of the conditions set forth in sections (1), (2), (3) and (4) of the paragraph immediately above.

Optionee further understands that in the event all of the applicable requirements of Rule 701 or 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144 or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. Optionee understands that no assurances can be given that any such other registration exemption will be available in such event.

Optionee represents that he or she is a resident of the state of _____.

OPTIONEE:

By: _____

Name: _____

Title: _____

Date: _____

AULT GLOBAL HOLDINGS, INC.

FORM OF RESTRICTED SHARE AWARD AGREEMENT

This Award Agreement (this “**Restricted Share Award Agreement**”), dated as of _____ (the “**Date of Grant**”), is made by and between Ault Global Holdings, Inc., a Delaware corporation (the “**Company**”) and _____ (the “**Participant**”). Where the context permits, references to the Company shall include any successor to the Company.

1. Grant of Restricted Shares. Subject to and effective upon the approval by the stockholders of the Company and the approval by the Trading Market (the “**Required Approvals**”), the Company hereby grants to the Participant _____ shares of common stock of the Company, par value \$0.001 per share (the “**Shares**”), subject to all of the terms and conditions of this Restricted Share Award Agreement. Notwithstanding any other terms of this Restricted Share Award Agreement, if the Company does not obtain the Required Approvals, then this Restricted Share Award Agreement and the Shares granted hereunder shall be rescinded and Participant agrees that the Shares granted hereunder are void ab initio, and he/she shall cease to have any rights and will not be owed any obligations with respect to this Restricted Share Award Agreement and the Shares granted hereunder. The Company makes no representations regarding whether the Required Approvals will be obtained. “Trading Market” means whichever of the New York Stock Exchange, the NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market or the OTC Bulletin Board on which the Common Stock is listed or quoted for trading on the date in question.

2. Lapse of Restrictions.(a) Vesting.

(i) *General.* Subject to the provisions set forth below, the restrictions on transfer set forth in Section 2(b) hereof shall become effective upon receipt by the Company of the Required Approvals and shall lapse pursuant to the terms of the vesting schedule attached hereto as **Exhibit A**, subject to the continued employment of the Participant by the Company or one of its Subsidiaries or Affiliates (or, in the case of a participant who is a non-employee director of the Company, subject to the continued service of the Participant as a non-employee director) as of each such vesting date (in each case except as set forth in any vesting schedule attached hereto).

(ii) *Following Certain Terminations of Employment.* Subject to the next sentence, upon termination of the Participant’s employment (or cessation of service as a non-employee director) with the Company and its Subsidiaries and Affiliates for any reason, any restricted Shares (such shares, the “**Restricted Shares**”), as to which the restrictions on transferability described in this Section shall not already have lapsed, shall be immediately forfeited by the Participant and transferred to, and reacquired by, the Company without consideration of any kind and neither the Participant nor any of the Participant’s successors, heirs, assigns, or personal representatives shall thereafter have any further rights or interests in such Restricted Shares (in each case except as set forth in any vesting schedule attached hereto).

(b) Restrictions. Until the restrictions on transfer of the Restricted Shares lapse as provided in Section 2(a) hereof, no transfer of the Restricted Shares or any of the Participant’s rights with respect to the Restricted Shares, whether voluntary or involuntary, by operation of law or otherwise, shall be permitted. Unless the Chief Financial Officer determines otherwise, upon any attempt to transfer Restricted Shares or any rights in respect of Restricted Shares before the lapse of such restrictions, such Restricted Shares, and all of the rights related thereto, shall be immediately forfeited by the Participant and transferred to, and reacquired by, the Company without consideration of any kind.

3. Legend on Certificates. The Participant agrees that any certificate issued for Restricted Shares (or, if applicable, any book entry statement issued for Restricted Shares) prior to the lapse of any outstanding restrictions relating thereto shall bear the following legend (in addition to any other legend or legends required under applicable federal and state securities laws):

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS UPON TRANSFER AND RIGHTS OF REPURCHASE (THE “**RESTRICTIONS**”) AS SET FORTH IN THE RESTRICTED SHARE AWARD AGREEMENT ENTERED INTO BETWEEN THE REGISTERED OWNER AND AULT GLOBAL HOLDINGS, INC., A COPY OF WHICH ARE ON FILE WITH THE SECRETARY OF THE COMPANY. ANY ATTEMPT TO DISPOSE OF THESE SHARES IN CONTRAVENTION OF THE RESTRICTIONS, INCLUDING BY WAY OF SALE, ASSIGNMENT, TRANSFER, PLEDGE, HYPOTHECATION OR OTHERWISE, SHALL BE NULL AND VOID AND WITHOUT EFFECT AND SHALL RESULT IN THE FORFEITURE OF SUCH SHARES AS PROVIDED BY SUCH AGREEMENT.

4. Securities Laws Requirements. The Company shall not be obligated to transfer any Shares to the Participant free of the restrictive legend described in Section 3 hereof or of any other restrictive legend, if such transfer, in the opinion of counsel for the Company, would violate the Securities Act of 1933, as amended (the “**Securities Act**”), or any other federal or state statutes having similar requirements as may be in effect at that time.

5. No Obligation to Register. The Company shall be under no obligation to register the Restricted Shares pursuant to the Securities Act or any other federal or state securities laws.

6. Protections Against Violations of Agreement. No purported sale, assignment, mortgage, hypothecation, transfer, pledge, encumbrance, gift, transfer in trust (voting or other) or other disposition of, or creation of a security interest in or lien on, any of the Restricted Shares by any holder thereof in violation of the provisions of this Restricted Share Award Agreement will be valid, and the Company will not transfer any of said Restricted Shares on its books nor will any of such Restricted Shares be entitled to vote, nor will any distributions be paid thereon, unless and until there has been full compliance with said provisions to the satisfaction of the Company. The foregoing restrictions are in addition to and not in lieu of any other remedies, legal or equitable, available to enforce said provisions.

7. Tax Withholding. The Participant shall pay to the Company promptly upon request, and in any event at the time the Participant recognizes taxable income in respect to the Restricted Shares (or, if the Participant makes an election under Section 83(b) of the Code in connection with such grant), an amount equal to the taxes the Company determines it is required to withhold under applicable tax laws with respect to the Restricted Shares. The Participant may satisfy the foregoing requirement by making a payment to the Company in cash or, with the approval of the Chief Financial Officer, in its sole discretion, by delivering already owned unrestricted Shares, in each case, having a value equal to the minimum amount of tax required to be withheld. Such Shares shall be valued at their fair market value on the date as of which the amount of tax to be withheld is determined. Fractional share amounts shall be settled in cash. The Participant shall promptly notify the Company of any election made pursuant to Section 83(b) of the Code. A form of such election is attached hereto as **Exhibit B**.

8. Voting and Other Rights. Participant shall have no rights of a shareholder (including the right to vote and to distributions or dividends) until the Restricted Shares are issued.

9. Failure to Enforce Not a Waiver. The failure of the Company to enforce at any time any provision of this Restricted Share Award Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

10. Governing Law. This Restricted Share Award Agreement shall be governed by and construed according to the laws of the State of New York without regard to its principles of conflict of laws.

11. Section 409A Compliance. Notwithstanding anything to the contrary contained in this Restricted Share Award Agreement, to the extent that the Board determines that the Restricted Shares are subject to Section 409A of the Code and fails to comply with the requirements of Section 409A of the Code, the Board reserves the right (without any obligation to do so) to amend, restructure, terminate or replace the Restricted Shares in order to cause the Restricted Shares to either not be subject to Section 409A of the Code or to comply with the applicable provisions of such section.

12. Survival of Terms. This Restricted Share Award Agreement shall apply to and bind the Participant and the Company and their respective permitted assignees and transferees, heirs, legatees, executors, Chief Financial Officers and legal successors.

13. Counterparts. This Restricted Share Award Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

14. Agreement Not a Contract for Services. Neither the grant of the Restricted Shares, this Restricted Share Award Agreement nor any other action taken pursuant hereto shall constitute or be evidence of any agreement or understanding, express or implied, that the Participant has a right to continue to provide services as an officer, director, employee, consultant or advisor of the Company or any Subsidiary or Affiliate for any period of time or at any specific rate of compensation.

15. Authority of the Chief Financial Officer. The Chief Financial Officer shall have full authority to interpret and construe the terms of this Restricted Share Award Agreement. The determination of the Chief Financial Officer as to any such matter of interpretation or construction shall be final, binding and conclusive.

16. Representations. The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of the transactions contemplated by this Restricted Share Award Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that he or she (and not the Company) shall be responsible for any tax liability that may arise as a result of the transactions contemplated by this Restricted Share Award Agreement.

17. Severability. Should any provision of this Restricted Share Award Agreement be held by a court of competent jurisdiction to be unenforceable, or enforceable only if modified, such holding shall not affect the validity of the remainder of this Restricted Share Award Agreement, the balance of which shall continue to be binding upon the parties hereto with any such modification (if any) to become a part hereof and treated as though contained in this original Restricted Share Award Agreement. Moreover, if one or more of the provisions contained in this Restricted Share Award Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable, in lieu of severing such unenforceable provision, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear, and such determination by such judicial body shall not affect the enforceability of such provisions or provisions in any other jurisdiction.

18. Acceptance. The Participant hereby acknowledges receipt of a copy of this Restricted Share Award Agreement. The Participant has read and understands the terms and provisions of this Restricted Share Award Agreement, and accepts the Restricted Shares subject to all the terms and conditions of this Restricted Share Award Agreement. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Chief Financial Officer upon any questions arising under this Restricted Share Award Agreement.

[signatures on next following page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Restricted Share Award Agreement on the day and year first above written.

AULT GLOBAL HOLDINGS, INC.

By: _____
Name: _____
Title

PARTICIPANT

By: _____
Name: _____
Title: _____
Address: _____

Vesting Schedule**Number of Shares****Vesting Date**

Except as otherwise set forth in the vesting schedule above, all Restricted Shares shall accelerate upon Participant's termination of employment without cause and upon a Change of Control. For purposes of this Restricted Share Award Agreement, "Change of Control" means the occurrence of any of the following events:

- (1) any Person or any group of Persons acting together which would constitute a "group" for purposes of Section 13(d) of the Securities and Exchange Act of 1934, as amended, or any successor provisions thereto, excluding any group of Persons, which, if it includes any Original Partner or any of his Affiliates, includes all Original Partners then employed by the Company or any of its Affiliates, is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company's then outstanding voting securities; or
- (2) the following individuals cease for any reason to constitute a majority of the number of directors of the Company then serving: individuals who, on the date of the consummation of the initial public offering of Units, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the date of the consummation of the initial public offering of Units or whose appointment, election or nomination for election was previously so approved or recommended by the directors referred to in this clause (ii);
- (3) there is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, either (i) the Board immediately prior to the merger or consolidation does not constitute at least a majority of the board of directors of the company surviving the merger or, if the surviving company is a subsidiary, the ultimate parent thereof, or (ii) all of the Persons who were the respective beneficial owners of the voting securities of the Company immediately prior to such merger or consolidation do not beneficially own, directly or indirectly, more than 50% of the combined voting power of the then outstanding voting securities of the Person resulting from such merger or consolidation; or
- (4) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement or series of related agreements for the sale or other disposition, directly, or indirectly, by the Company of all or substantially all of the Company's assets, other than such sale or other disposition by the Company of all or substantially all of the Company's assets to an entity, at least fifty percent (50%) of the combined voting power of the voting securities of which are owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale.

Notwithstanding the foregoing, except with respect to clause (2) and clause (3)(i) above, a "Change in Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the shares of the Company immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions.

With respect to the definition of Change of Control, "Person" shall not include (i) the Company or any of its Subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Subsidiaries, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of shares of the Company.

**ELECTION UNDER SECTION 83(b)
OF THE INTERNAL REVENUE CODE OF 1986**

The undersigned taxpayer hereby elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, to include in taxpayer's gross income for the current taxable year the amount of any compensation taxable to taxpayer in connection with taxpayer's receipt of the property described below:

1. The name address, taxpayer identification number and taxable year of the undersigned are as follows:

NAME OF TAXPAYER: _____
NAME OF SPOUSE: _____
ADDRESS: _____
IDENTIFICATION NO. OF TAXPAYER: _____
IDENTIFICATION NUMBER OF SPOUSE: _____
TAXABLE YEAR: _____

2. The property with respect to which the election is made is described as follows: Shares, par value \$0.001 per share, of Ault Global Holdings, Inc. (the "Company").

3. The date on which the property was transferred is: , 202_.

4. The property is subject to the following restrictions:

The property may not be transferred and are subject to forfeiture under the terms of an agreement between the taxpayer and the Company. These restrictions lapse upon the satisfaction of certain conditions in such agreement.

5. The fair market value at the time of transfer, determined without regard to any restriction other than a restriction which by its terms will never lapse, of such property is: \$

6. The amount (if any) paid for such property is: \$.

The undersigned has submitted a copy of this statement to the person for whom the services were performed in connection with the undersigned's receipt of the above-described property. The transferee of such property is the person performing the services in connection with the transfer of said property.

The undersigned understands that the foregoing election will not be effective unless the applicable withholding obligations have been satisfied and may not be revoked except with the consent of the Commissioner.

Dated: , 202_

Taxpayer

The undersigned spouse of taxpayer joins in this election.

Dated: , 202_

Spouse of Taxpayer
