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

FORM 8-K

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

Date of Report (Date of earliest event reported): **April 1, 2018**

STARCO BRANDS, INC.
(Exact name of Company as specified in its charter)

Nevada	**000-54892**	**27-1781753**
(State or other jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification Number)

250 26th Street, Suite 200
Santa Monica, CA 90402
(Address of principal executive offices)

818-260-9370
(Registrant's Telephone Number)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (See General Instruction A.2. below):

[X] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

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

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

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

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

Emerging growth company [ ]

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

Item 5.02 - Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers and Executives; Compensatory Arrangements of Certain Officers

On February 16, 2021, Rachel Boulds resigned as Chief Financial Officer of Starco Brands, Inc. (the "Registrant").

Item 7.01 - Regulation FD Disclosure

On April 1, 2018, the Registrant entered into a Marketing & Sales License Agreement with Winona Pure, Inc. ("Winona") whereby Winona granted the Registrant a non-exclusive, non-transferable, worldwide license to market and sell certain brands owned by Winona (the "Winona License Agreement").

On April 1, 2018, the Registrant entered into a Marketing & Sales License Agreement with Sklar Holdings, Inc. ("Sklar Holdings") whereby Sklar Holdings granted the Registrant a non-exclusive, non-transferable, worldwide license to market and sell certain brands owned by Winona (the "Sklar Holdings License Agreement" and together with the Winona License Agreement, the "License Agreements"). Ross Sklar, the CEO and Chairman of the Registrant is the owner of Winona and Sklar Holdings.

The foregoing description of the License Agreements does not purport to be complete and is subject to, and is qualified in its entirety by, the full text of the License Agreements which are filed herewith as Exhibits 99.1 and 99.2 and incorporated herein by reference.

Item 9.01 - Financial Statements and Exhibits

(d) Exhibits

99.1* License Agreement by and between Winona Pure, Inc. and Starco Brands, Inc. executed April 1, 2018.

99.2* License Agreement by and between Sklar Holdings, Inc. and Starco Brands, Inc. executed April 1, 2018.

*Certain information has been excluded from the exhibit because it is not material and would likely cause competitive harm to the Registrant if publicly disclosed.

SIGNATURE

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

STARCO BRANDS, INC.

Dated: February 19, 2021 *_/s/ Ross Sklar_*

Ross Sklar
Chief Executive Officer

Exhibit 99.1

MARKETING & SALES
LICENSE AGREEMENT

This License Agreement ("Agreement"), effective April 1st, 2018 is entered into by Winona Pure, Inc. (hereinafter "LICENSOR") and Starco Brands, Inc. and its affiliates (hereinafter "LICENSEE").

RECITALS

WHEREAS, Starco Brands provides marketing services to other products and brands and also creates, develops and owns brands, trade names and marketing data of consumer and commercial products, and;

WHEREAS, Winona Pure, Inc. is a developer, manufacturer and brand owner of REDACTED brand and cooking spray line and condiment spray oils line distributed in the consumer product channel. Winona Pure, Inc. has expended substantial amounts of time, effort and money in the development of such intellectual property and products;

Whereas, LICENSEE desires and LICENSOR agrees to allow LICENSEE to market and sell Licensed Branded products throughout the Territory as provided in this Agreement under LICENSOR's Brands; including any other brands or names as LICENSOR may, from time to time see fit to utilize.

Now therefore, in consideration of the foregoing provisions which are incorporated herein by reference and made part hereof, the mutual and several representations, warranties and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LICENSOR and LICENSEE hereby agree as follows:

1. Definitions.

a) "Licensed Brands" shall mean any Brand or Trade Name developed by LICENSOR on Exhibit A. Brands can be added to Exhibit A from time to time with the written mutual consent of the Parties. ("Licensed Brands");

b) "Market" shall mean the retail and commercial markets and channels of trade in which the Licensed Branded products may be sold, including, all general retail, general wholesale and big-box stores, andthe like.

c) "Territory" shall mean the world.

2. Terms.

A. Grant of Exclusive Marketing & Sales License in Licensed Brands.

LICENSOR hereby grants to LICENSEE, subject to the terms and conditions herein, the exclusive right to market and sell the Licensed Branded products, approved by and as determined by the LICENSOR in the Market and within the Territory.

B. Term of Marketing & Sales License.

This Agreement shall become effective upon the date first above written, and shall remain in effect until midnight, December 31, 2028 unless sooner terminated according to the terms of this Agreement.

3. Consideration for License.

Marketing & Sales Royalties.

LICENSOR shall pay the LICENSEE based on the following model:

Following royalties are based on LICENSOR's "Net Unit Sales" of the Product. The term "Net Unit Sales" shall mean the gross invoiced unit sales of the Product less LICENSEE's unit returns of Products, discounts, allowances, freight and applicable taxes and other expenses mutually agreed to from time to time.

Royalties shall accrue upon invoicing when the Licensed Products are first sold and delivered by LICENSOR, LICENSOR shall pay the Royalty due to LICENSEE no later than thirty (30) days after funds have been received from any given sale of said products with a written royalty report provided to LICENSOR detailing the customer, amount of product, sale price, sale total and royalty amount based on the Net Unit Sales figure.

Royalty to be paid by LICENSOR to LICENSEE per Net Unit Sales in US ($) currency are as follows:

The LICENSOR will manufacture or may subcontract the manufacture of the products and will pay the LICENSEE REDACTED per unit sold.

4. Records.

LICENSEE shall keep full, clear, and accurate records with respect to sales of Licensed Products. Reporting will include the number of units by container size of Licensed Products sold in each reporting period. Upon reasonable notice, LICENSOR, at its expense, may have an independent auditor examine, audit and certify such records as it relates to the products covered by this agreement during normal business hours, but not more than twice per year. LICENSEE shall make prompt adjustment to compensate for any errors or omissions disclosed by any such examination and certification of LICENSEE's records. If the results of the audit results in an adjustment greater than 5%, LICENSEE will reimburse LICENSOR for the cost of the audit. All amounts due will be payable within 10 days of the acceptance of the audit plus an imputed interest payment of 8% from when the amounts would have been due.

5. Mutual Indemnification.

LICENSEE and LICENSOR shall mutually keep, save, protect, defend, indemnify and hold each other harmless from and against any and all reasonable costs, claims, expenses, attorneys' fees, damages or deficiencies incurred or sustained by the other party arising from manufacturer defect or breach of terms of this Agreement and from and against any and all claims for damages and/or injury, including claims in product liability, patent infringement regulatory, governmental, and any other torts brought by any party anywhere and as may arise from the manufacture, use, sale, marketing or distribution of any Product herein, pursuant to the terms of this Agreement.

The Parties agree that the indemnity obligations under this Section shall survive the termination of this Agreement.

6. **Termination**.

This Agreement may be terminated immediately under and according to any of the following contingencies:

a) By written agreement of the Parties;

b) Immediately, by either party upon the material breach of the Agreement by the other party. Upon breach by LICENSEE, Section 4.2(e) survives.

g) If either party shall go into receivership, bankruptcy, or insolvency, or make an assignment for the benefit of creditors, or go out of business, this Agreement shall be immediately terminable by the other party by immediate written notice (without right to cure), but without prejudice to any rights of such other party.

h) It is understood by the Parties that The Starco Group the manufacturer of Winona Pure products and Winona Pure the brand owner are providing this license to Starco Brands for the opportunity for Starco Brands to become a marketing partner and earn license fees that will support the early stage development and costs of running Starco Brands. Winona Pure and The Starco Group will have the sole right and capability to dissolve this license if Winona Pure is unsatisfied with the performance of Starco Brands at any time. Winona Pure and The Starco Group also have the right to terminate this agreement if Starco Brands has grown its overall financial holdings and no longer needs the Winona Pure license revenue to pay its startup and early stage expenses as determined by Winona Pure and/or The Starco Group.

i) Upon the expiration or termination of this Agreement for any reason whatsoever, LICENSEE shall have the right to continue to sell all of the Branded Product remaining in its possession until all of the remaining Branded Product is sold by LICENSEE, and LICENSEE shall continue to pay royalties on Branded Product sold.

7. **Notices**

a) All notices, payments, reports, or statements under this Agreement shall be in writing and shall be sent by first-class certified mail, return receipt requested, postage prepaid, to the party concerned at the above address, or to any substituted address given by notice hereunder, with copy to:

As to LICENSOR:

Per: Ross Sklar
Chief Executive Officer
The Starco Group
250 26th St Suite 200
Santa Monica, CA 90402
Email: ross@thestarcogroup.com

As to LICENSEE:

Ross Sklar
Chief Executive Officer
Starco Brands, Inc.
250 26th St Suite 200
Santa Monica, CA 90402

b) Any such notice, payment, or statement shall be considered sent or made on the day deposited in the mail. Payments may be sent by ordinary mail. Statements must be sent by email with a Read Receipt acknowledgment.

8. **Confidentiality.**

a) *Confidential Information.* "Confidential Information" means, without limitation, all notes, reports, tests, data, lists, formulas, trade secrets, studies, predictions, advice, suggestions, sales data, customer data, processes, concepts, computer programs, systems, documents, materials, products, samples, business plans, and information of the disclosing party provided to or obtained by another party.

a. Exceptions. “Confidential Information” does not include:
   i. Information that is publicly available or properly possessed in sufficient detail by the receiving party prior to its receipt;
   ii. Information independently developed or acquired by the receiving party from a source that has not improperly disclosed the information;
   iii. Information that becomes publicly available in sufficient detail through no fault of the receiving party; and
   iv. Information required to be disclosed by applicable law.

b) Agreement to Keep Confidential. The parties acknowledge that they may have access to Confidential Information of another party during the course of this Agreement, and that the disclosure of such other party's Confidential Information to third parties would cause substantial, irreparable injury to the disclosing party. Therefore, the parties agree not to disclose, duplicate, distribute or permit access to another party's Confidential Information to any person or entity not a party to this Agreement, or use Confidential Information in any way other than for the purpose specifically relating to the performance under this Agreement. The parties agree that the nonbreaching party shall be entitled to injunctive and other equitable relief, without security, in the event the breaching party breaches this paragraph of this Agreement.

c) Term. The confidentiality obligations of this Agreement shall remain in effect for a period of three (3) years after expiration or termination of this Agreement.

9. Assignment.

This Agreement shall be assignable by LICENSEE or LICENSOR to any entity that succeeds to the business of LICENSEE or LICENSOR without the prior written consent of the other party. Other than to an entity that succeeds LICESNEE or LICENSOR, LICENSEE or LICENSOR shall not assign any of its rights under this Agreement to any company without the prior written consent of the other party.

10. Independent Contractor Status.

Neither LICENSEE nor LICENSOR shall have any authority to bind the other to any contract, representation, understanding, act or deed concerning the other. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship between LICENSOR and LICENSEE as that of principal and agent, employer/employee, partner or joint venturer, it being expressly understood and agreed that no provision of this Agreement, nor any act of the parties pursuant thereto, shall be deemed to create any relationship of LICENSEE to LICENSOR other than that of an independent contractor.

11. Interpretation and Choice of Forum.

This Agreement shall be interpreted under the laws of the State of California. Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of one arbitrator. The place of arbitration will be Los Angeles County in the State of California. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

12. Force Majeure.

Neither LICENSEE nor LICENSOR shall be responsible for any default hereunder caused by acts of God, insurrection, civil disorder, war, military action, emergency government actions, labor disputes or other causes over which neither LICENSOR nor LICENSEE have any control.

13. Non-Frustration.

Neither party to this Agreement shall commit any act or take any action which frustrates or hampers the rights of the other party under this Agreement. Each party shall act in good faith and engage in fair dealing when taking any action under or related to this Agreement.

14. Rectification.

In case of any mistake in this Agreement, including any error, ambiguity, illegality, contradiction, or omission, this Agreement shall be interpreted as if such mistake were rectified in a manner which implements the intent of the parties as nearly as possible and effects substantial fairness, considering all pertinent circumstances. If any part of this Agreement is found to be invalid or unenforceable it does not invalidate the balance of Agreement.

15. Entire Agreement.

This Agreement sets forth the entire understanding between the parties and supersedes any prior or contemporaneous oral understandings and any prior written Agreements except that the rights and obligations of the parties under the Agreement shall survive until the term of said Agreement expires.

16. LICENSOR's Reserved Rights.

All rights and licenses to the Licensed Products not specifically granted to LICENSEE under this Agreement are reserved by and are the exclusive property of LICENSOR.

17. Signatures.

The parties have indicated their Agreement to all of the above terms by signing this Agreement on the respective dates below indicated. LICENSEE and LICENSOR have each received a copy of this Agreement with both LICENSEE's and LICENSOR's original ink signatures thereon.

Winona Pure, Inc.:

Date: 4/1/18

By: [redacted]

Name: Ross Sklar

Title: CEO

Starco Brands, Inc.:

Date: 4/1/18

BOARD OF DIRECTORS

[redacted]

Ross Sklar

[redacted]

Sanford Lang

[redacted]

Martin Goldrod

The Starco Group:

Date: 4/1/18

By: [redacted]

Name: Darin Brown

Title: Executive Vice President, Operations

EXHIBIT A

Winona Pure

MARKETING & SALES LICENSE AGREEMENT

This License Agreement ("Agreement"), effective April 1st, 2018 is entered into by Sklar Holdings, Inc. (hereinafter "LICENSOR") and Starco Brands, Inc. and its affiliates (hereinafter "LICENSEE").

RECITALS

WHEREAS, Starco Brands provides marketing services to other products and brands and also creates, develops and owns brands, trade names and marketing data of consumer and commercial products, and;

WHEREAS, Sklar Holdings, Inc. is a developer, manufacturer and brand owner of REDACTED brand and drain openers and other DIY/hardware chemical products distributed in the consumer and commercial product channels. Sklar Holdings, Inc. has expended substantial amounts of time, effort and money in the development of such intellectual property and products;

Whereas, LICENSEE desires and LICENSOR agrees to allow LICENSEE to market and sell Licensed Branded products throughout the Territory as provided in this Agreement under LICENSOR's Brands; including any other brands or names as LICENSOR may, from time to time see fit to utilize.

Now therefore, in consideration of the foregoing provisions which are incorporated herein by reference and made part hereof, the mutual and several representations, warranties and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LICENSOR and LICENSEE hereby agree as follows:

1. Definitions.

a) "Licensed Brands" shall mean any Brand or Trade Name developed by LICENSOR on Exhibit A. Brands can be added to Exhibit A from time to time with the written mutual consent of the Parties. ("Licensed Brands");

b) "Market" shall mean the retail and commercial markets and channels of trade in which the Licensed Branded products may be sold, including, all general retail, general wholesale and big-box stores, and the like.

c) "Territory" shall mean the world.

2. Terms.

A. Grant of Exclusive Marketing & Sales License in Licensed Brands.

LICENSOR hereby grants to LICENSEE, subject to the terms and conditions herein, the exclusive right to market and sell the Licensed Branded products, approved by and as determined by the LICENSOR in the Market and within the Territory.

B. Term of Marketing & Sales License.

This Agreement shall become effective upon the date first above written, and shall remain in effect until midnight, December 31, 2028 unless sooner terminated according to the terms of this Agreement.

3. Consideration for License.

Marketing & Sales Royalties.

LICENSOR shall pay the LICENSEE based on the following model:

Following royalties are based on LICENSOR's "Net Unit Sales" of the Product. The term "Net Unit Sales" shall mean the gross invoiced unit sales of the Product less LICENSEE's unit returns of Products.

Royalty to be paid by LICENSOR to LICENSEE per Net Unit Sales in US ($) currency are as follows:

The LICENSOR will manufacture or may subcontract the manufacture of the products and will pay the LICENSEE REDACTED per unit sold.

Royalties shall accrue upon invoicing when the Licensed Products are first sold and delivered by LICENSOR, LICENSOR shall pay the Royalty due to LICENSEE no later than thirty (30) days after funds have been received from any given sale of said products with a written royalty report provided to LICENSOR detailing the customer, amount of product, sale price, sale total and royalty amount based on the Net Unit Sales figure. The Royalty payment will be paid net of customer deductions for promotional allowances, advertising allowances and other sales and marketing expenses mutually agreed upon.

4. Records.

LICENSOR shall keep full, clear, and accurate records with respect to sales of Licensed Products. Reporting will include the number of units by container size of Licensed Products sold in each reporting period. Upon reasonable notice, LICENSEE, at its expense, may have an independent auditor examine, audit and certify such records as it relates to the products covered by this agreement during normal business hours, but not more than twice per year. LICENSOR shall make prompt adjustment to compensate for any errors or omissions disclosed by any such examination and certification of LICENSOR's records. If the results of the audit results in an adjustment greater than 5%, LICENSOR will reimburse LICENSEE, for the cost of the audit. All amounts due will be payable within 10 days of the acceptance of the audit plus an imputed interest payment of 8% from when the amounts would have been due.

5. Mutual Indemnification.

LICENSEE and LICENSOR shall mutually keep, save, protect, defend, indemnify and hold each other harmless from and against any and all reasonable costs, claims, expenses, attorneys' fees, damages or deficiencies incurred or sustained by the other party arising from manufacturer defect or breach of terms of this Agreement and from and against any and all claims for damages and/or injury, including claims in product liability, patent infringement regulatory, governmental, and any other torts brought by any party anywhere and as may arise from the manufacture, use, sale, marketing or distribution of any Product herein, pursuant to the terms of this Agreement.

The Parties agree that the indemnity obligations under this Section shall survive the termination of this Agreement.

6. Termination.

This Agreement may be terminated immediately under and according to any of the following contingencies:

a) By written agreement of the Parties;

b) Immediately, by either party upon the material breach of the Agreement by the other party. Upon breach by LICENSEE, Section 4.2(e) survives.

g) If either party shall go into receivership, bankruptcy, or insolvency, or make an assignment for the benefit of creditors, or go out of business, this Agreement shall be immediately terminable by the other party by immediate written notice (without right to cure), but without prejudice to any rights of such other party.

h) It is understood by the Parties that The Starco Group the manufacturer of Sklar Holdings, Inc. products and REDACTED and Sklar Holdings, Inc. the brand owner are providing this license to Starco Brands for the opportunity for Starco Brands to become a marketing partner and earn license fees that will support the early stage development and costs of running Starco Brands. The Starco Group or Sklar Holdings, Inc. will have the sole right and capability to dissolve this license if they are unsatisfied with the performance of Starco Brands at any time. They also has the right to terminate this agreement if Starco Brands has grown its overall financial holdings and no longer needs the REDACTED license revenue to pay its startup and early stage expenses as determined by The Starco Group and/or Sklar Holdings, Inc.

i) Upon the expiration or termination of this Agreement for any reason whatsoever, LICENSEE shall have the right to continue to sell all of the Branded Product remaining in its possession until all of the remaining Branded Product is sold by LICENSEE, and LICENSEE shall continue to pay royalties on Branded Product sold.

7. Notices

a) All notices, payments, reports, or statements under this Agreement shall be in writing and shall be sent by first-class certified mail, return receipt requested, postage prepaid, to the party concerned at the above address, or to any substituted address given by notice hereunder, with copy to:

As to LICENSOR:	As to LICENSEE:
Per: Ross Sklar Chief Executive Officer **Sklar Holdings, Inc.** 250 26th St Suite 200 Santa Monica, CA 90402 Email: ross@thestarcogroup.com	Ross Sklar Chief Executive Officer **Starco Brands, Inc.** 250 26th St Suite 200 Santa Monica, CA 90402 Email: ross@thestarcogroup.com

b) Any such notice, payment, or statement shall be considered sent or made on the day deposited in the mail. Payments may be sent by ordinary mail. Statements must be sent by email with a Read Receipt acknowledgment.

8. Confidentiality.

a) *Confidential Information.* "Confidential Information" means, without limitation, all notes, reports, tests, data, lists, formulas, trade secrets, studies, predictions, advice, suggestions, sales data, customer data, processes, concepts, computer programs, systems, documents, materials, products, samples, business plans, and information of the disclosing party provided to or obtained by another party.

a. Exceptions. "Confidential Information" does not include:
   i. Information that is publicly available or properly possessed in sufficient detail by the receiving party prior to its receipt;
   ii. Information independently developed or acquired by the receiving party from a source that has not improperly disclosed the information;
   iii. Information that becomes publicly available in sufficient detail through no fault of the receiving party; and
   iv. Information required to be disclosed by applicable law.

b) Agreement to Keep Confidential. The parties acknowledge that they may have access to Confidential Information of another party during the course of this Agreement, and that the disclosure of such other party's Confidential Information to third parties would cause substantial, irreparable injury to the disclosing party. Therefore, the parties agree not to disclose, duplicate, distribute or permit access to another party's Confidential Information to any person or entity not a party to this Agreement, or use Confidential Information in any way other than for the purpose specifically relating to the performance under this Agreement. The parties agree that the nonbreaching party shall be entitled to injunctive and other equitable relief, without security, in the event the breaching party breaches this paragraph of this Agreement.

c) Term. The confidentiality obligations of this Agreement shall remain in effect for a period of three (3) years after expiration or termination of this Agreement.

9. Assignment.

This Agreement shall be assignable by LICENSEE or LICENSOR to any entity that succeeds to the business of LICENSEE or LICENSOR without the prior written consent of the other party. Other than to an entity that succeeds LICESNEE or LICENSOR, LICENSEE or LICENSOR shall not assign any of its rights under this Agreement to any company without the prior written consent of the other party.

10. Independent Contractor Status.

Neither LICENSEE nor LICENSOR shall have any authority to bind the other to any contract, representation, understanding, act or deed concerning the other. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship between LICENSOR and LICENSEE as that of principal and agent, employer/employee, partner or joint venturer, it being expressly understood and agreed that no provision of this Agreement, nor any act of the parties pursuant thereto, shall be deemed to create any relationship of LICENSEE to LICENSOR other than that of an independent contractor.

11. Interpretation and Choice of Forum.

This Agreement shall be interpreted under the laws of the State of California. Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAM International Arbitration Rules. The Tribunal will consist of one arbitrator. The place of arbitration will be Los Angeles County in the State of California. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdictionthereof.

12. Force Majeure.

Neither LICENSEE nor LICENSOR shall be responsible for any default hereunder caused by acts of God, insurrection, civil disorder, war, military action, emergency government actions, labor disputes or other causes over which neither LICENSOR nor LICENSEE have any control.

13. Non-Frustration.

Neither party to this Agreement shall commit any act or take any action which frustrates or hampers the rights of the other party under this Agreement. Each party shall act in good faith and engage in fair dealing when taking any action under or related to this Agreement.

14. Rectification.

In case of any mistake in this Agreement, including any error, ambiguity, illegality, contradiction, or omission, this Agreement shall be interpreted as if such mistake were rectified in a manner which implements the intent of the parties as nearly as possible and effects substantial fairness, considering all pertinent circumstances. If any part of this Agreement is found to be invalid or unenforceable it does not invalidate the balance of Agreement.

15. Entire Agreement.

This Agreement sets forth the entire understanding between the parties and supersedes any prior or contemporaneous oral understandings and any prior written Agreements except that the rights and obligations of the parties under the Agreement shall survive until the term of said Agreement expires.

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All rights and licenses to the Licensed Products not specifically granted to LICENSEE under this Agreement are reserved by and are the exclusive property of LICENSOR.

17. Signatures.

The parties have indicated their Agreement to all of the above terms by signing this Agreement on the respective dates below indicated. LICENSEE and LICENSOR have each received a copy of this Agreement with both LICENSEE's and LICENSOR's original ink signatures thereon.

Sklar Holdings, Inc.:

Date: 4/1/18

By: Ross Sklar

Name: [redacted]

Title: CEO

Starco Brands, Inc.:

Date: 4/1/18

BOARD OF DIRECTORS

[redacted]

Ross Sklar

[redacted]

Sanford Lang

[redacted]

Martin Goldrod

<u>Exhibit A Licensed Brands</u>

Betterbilt Chemical®
Kleen-Out®