AN OFFERING STATEMENT PURSUANT TO REGULATION A RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. INFORMATION CONTAINED IN THIS PRELIMINARY OFFERING CIRCULAR IS SUBJECT TO COMPLETION OR AMENDMENT. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED BEFORE THE OFFERING STATEMENT FILED WITH THE COMMISSION IS QUALIFIED. THIS PRELIMINARY OFFERING CIRCULAR SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR MAY THERE BE ANY SALES OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL BEFORE REGISTRATION OR QUALIFICATION UNDER THE LAWS OF SUCH STATE. THE COMPANY MAY ELECT TO SATISFY ITS OBLIGATION TO DELIVER A FINAL OFFERING CIRCULAR BY SENDING YOU A NOTICE WITHIN TWO BUSINESS DAYS AFTER THE COMPLETION OF THE COMPANY'S SALE TO YOU THAT CONTAINS THE URL WHERE THE FINAL OFFERING CIRCULAR OR THE OFFERING STATEMENT IN WHICH SUCH FINAL OFFERING CIRCULAR WAS FILED MAY BE OBTAINED.

PRELIMINARY OFFERING CIRCULAR DATED AUGUST 31, 2021

STARCO BRANDS, INC.

250 26th Street, Suite 200,
Santa Monica, CA 90402
(323) 266 7111

UP TO 56,818,181 SHARES OF COMMON STOCK
INCLUDING UP TO 11,363,636 SHARES TO BE SOLD BY SELLING SHAREHOLDERS

SEE "SECURITIES BEING OFFERED" AT PAGE 44

	Price to Public (1)	Broker-Dealer discount and commissions (2)	Proceeds to issuer (3)	Proceeds to other persons (4)
Per share/unit	$ -	$ -	$ -	$ -
Total Maximum	$ 50,000,000	$ 500,000	$ 39,500,000	$ 10,000,000

(1) We currently estimate that the offering price for our shares of Common Stock will be between $0.65 and $1.10 per share. In this Offering Circular, we have assumed an offering price of $0.88 per share, which is the midpoint of the price range. The Company will determine the offering price of the shares of Common Stock in this Offering after the qualification of the offering statement of which this Offering Circular forms a part, and the Company will sell the shares in this Offering at the fixed offering price that is determined by the Company after qualification for the duration of the offering. See "Plan of Distribution and Selling Securityholders."

(2) The Company has engaged Dalmore Group, LLC, member FINRA/SIPC ("Dalmore"), to act as the broker-dealer of record in connection with this Offering, but not for underwriting or placement agent services. This includes the 1% commission, but it does not include the one-time set-up fee and consulting fee payable by the Company to Dalmore. Dalmore will also be providing certain administrative and compliance related functions in connection with this Offering. See "Plan of Distribution and Selling Security Holders" for details. To the extent that the Company's officers and directors make any communications in connection with the Offering they intend to conduct such efforts in accordance with an exemption from registration contained in Rule 3a4-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, therefore, none of them is required to register as a broker-dealer.

(3) The Company expects that, not including state filing fees, the minimum amount of expenses of the Offering that we will pay will be approximately $1,105,000. In the event that the maximum offering amount is sold, the total offering expenses will be approximately $3,440,000, not including state filing fees.

(4) We currently estimate that the offering price for our shares of Common Stock will be between $0.65 and $1.10 per share. In this Offering Circular, we have assumed an offering price of $0.88 per share, which is the midpoint of the price range. At $0.88 per share, the selling shareholders would be offering up to 11,363,636 shares of Common Stock after the Company has raised $10,000,000 in gross proceeds in this offering. The proceeds represent amounts to be paid to the selling shareholders listed in this Offering Circular. See "Plan of Distribution and Selling Securityholders." The selling shareholders will sell their shares in this Offering at the same stated, fixed price as the Company for the duration of the Offering, which price will be determined by the Company after the qualification of the offering statement of which this Offering Circular forms a part.

Sales of these securities will commence on approximately [_], 2021.

This offering (the "Offering") will terminate at the earlier of the date at which the maximum offering amount has been sold, and the date at which the Offering is earlier terminated by the Company, in its sole discretion. At least every 12 months after this Offering has been qualified by the United States Securities and Exchange Commission (the "Commission"), the Company will file a post-qualification amendment to include the Company's recent financial statements. The Offering is being conducted on a best-efforts basis without any minimum target. The Company may undertake one or more closings on a rolling basis. After each closing, funds tendered by investors will be available to the Company.

The Company has engaged Prime Trust, LLC as agent to hold any funds that are tendered by investors. The Offering is being conducted on a best-efforts basis without any minimum target. Provided that an investor purchases shares in the amount of the minimum investment, $500 (569 shares), there is no minimum number of shares that needs to be sold in order for funds to be released to the Company and for this Offering to close, which may mean that the Company does not receive sufficient funds to cover the cost of this Offering. The Company may undertake one or more closings on a rolling basis. After each closing, funds tendered by investors will be made available to the Company. After the initial closing of this Offering, we expect to hold closings on at least a monthly basis.

Each holder of Common Stock is entitled to one vote for each share on all matters submitted to a vote of the shareholders. Holders of the Common Stock already issued will continue to hold a majority of the voting power of all of the Company's equity stock at the conclusion of this Offering and therefore control the board.

THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OR GIVE ITS APPROVAL OF ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SOLICITATION MATERIALS. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED ARE EXEMPT FROM REGISTRATION

GENERALLY, NO SALE MAY BE MADE TO YOU IN THIS OFFERING IF THE AGGREGATE PURCHASE PRICE YOU PAY IS MORE THAN 10% OF THE GREATER OF YOUR ANNUAL INCOME OR NET WORTH. DIFFERENT RULES APPLY TO ACCREDITED INVESTORS AND NON-NATURAL PERSONS. BEFORE MAKING ANY REPRESENTATION THAT YOUR INVESTMENT DOES NOT EXCEED APPLICABLE THRESHOLDS, WE ENCOURAGE YOU TO REVIEW RULE 251(d)(2)(i)(C) OF REGULATION A. FOR GENERAL INFORMATION ON INVESTING, WE ENCOURAGE YOU TO REFER TO www.investor.gov.

This Offering is inherently risky. See "Risk Factors" on page 6.

The Company is following the "Offering Circular" format of disclosure under Regulation A.

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In this Offering Circular, the terms "Starco Brands, "Starco" or "the Company" refer to Starco Brands, Inc. Additionally, the terms "The Starco Group", "Starco Group", or "TSG" refer to Sklar Holdings, Inc. DBA The Starco Group and its subsidiaries on a consolidated basis.

THIS OFFERING CIRCULAR MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE COMPANY'S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS "ESTIMATE," "PROJECT," "BELIEVE," "ANTICIPATE," "INTEND," "EXPECT" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS, WHICH CONSTITUTE FORWARD LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT'S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY'S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

SUMMARY

Overview

Starco Brands, Inc. (formerly Insynergy Products, Inc.) was incorporated in the State of Nevada on January 26, 2010. Starco Brands, Inc.'s mission is to create behavior-changing products and brands. Our core competency is inventing brands, marketing, building trends, pushing awareness and social marketing. Starco Brands generates revenues from royalties on product sales of its own in-house brands that it has created, as well as from providing marketing services to other companies. The Company's ultimate goal is to become a leading brand owner and third-party marketer of cutting-edge technologies in the consumer marketplace.

The initial business focus of Starco Brands was to engage in "Direct Response" marketing of consumer products - a type of marketing designed to elicit an instant response by encouraging prospects to take a specific action - with the goal of producing sales through television and/or retail. On July 12, 2017, the Company entered into a licensing agreement with The Starco Group (TSG") pursuant to which the Company licenses to The Starco Group the right to manufacture and sell certain of the Company's products (the

"Licensing Agreement"). The Starco Group is a diversified aerosol and liquid fill producer of private label and branded industrial and consumer products that manufactures for almost every consumer category. TSG is a close affiliate of the Company, and is 100% owned by Starco Brands' Chief Executive Officer, Ross Sklar.

In connection with the Company's entry into the Licensing Agreement, the Company pivoted away from Direct Response marketing to pursue a new strategic marketing plan involving commercializing behavior-changing products manufactured by The Starco Group with the intent to sell them through brick and mortar retailers as well as through online retailers. On September 7, 2017 the Company filed an Amendment to its Articles of Incorporation to change its name to Starco Brands, Inc. in an effort to better align the Company's name with its current and anticipated business operations.

The Offering

Securities offered:	Maximum of 56,818,181 shares of Common Stock. · Of the 56,818,181 shares available in this Offering, up to 45,454,545 shares are being offered by the Company. · Of the 56,818,181 shares available in this Offering, up to 11,363,636 shares are being offered by existing shareholders.
Securities outstanding before the Offering (as of August 16, 2021):	Common Stock: 159,140,665 shares Preferred Stock: 0
Securities outstanding after the Offering:	Common Stock: 204,595,210 Preferred Stock: 0

Selected Risks Associated with Our Business

Our business expects to be subject to a number of risks and uncertainties, including those highlighted in the section titled "Risk Factors" immediately following this summary. These risks include, but are not limited to, the following:

- We have incurred significant net losses since our inception, and have only recently begun generating profits since repivoting in 2017. We cannot assure you that we will continue to achieve profitable operations.
- If we do not obtain adequate capital funding or improve our financial performance, we may not be able to continue as a going concern.
- Our success depends on our ability to uphold the reputation of our brands and our customers' brands, which will depend on the effectiveness of our marketing, our product quality, and our customer experience.
- If we are unable to anticipate consumer preferences and successfully develop and introduce new, innovative and updated brands and products, we may not be able to maintain or increase our sales or achieve profitability.
- An economic downturn or economic uncertainty in the United States may adversely affect consumer discretionary spending and demand for our products, as well as the demand for our marketing services.
- Our results of operations could be materially harmed if we are unable to accurately forecast demand for our products.
- We operate in a highly competitive market and the size and resources of some of our competitors may allow them to compete more effectively than we can, resulting in a loss of our market share and a decrease in our net revenue.
- We rely on a single manufacturer, The Starco Group, to produce our products, and the loss of, or disruption in, this manufacturer could have a material adverse effect on our business and operations.
- If we are unable to protect our intellectual property rights, our financial results may be negatively impacted.
- Starco Brands depends on a licensing agreement for certain of its intellectual property, which, if terminated, would impair its ability to continue its operations.
- The impact of the coronavirus or any other pandemic could affect our supply chain and/or consumer behavior.
- Our sales and gross margins may decline as a result of increasing product costs and decreasing selling prices.
- Our sales and gross margins may decline as a result of increasing freight costs.
- We may be subject to liability if we infringe upon the intellectual property rights of third parties.
- We will likely need to raise additional capital required to grow our business, and we may not be able to raise capital on terms acceptable to us or at all.
- Our failure to comply with trade and other regulations could lead to investigations or actions by government regulators and negative publicity.
- Our future success depends on our key executive officers and our ability to attract, retain, and motivate qualified personnel.
- Security breaches and other disruptions could compromise our information and expose us to liability, which would cause our business and reputation to suffer.
- Organizations face growing regulatory and compliance requirements.
- Our business is affected by seasonality.
- Investors in this Offering are bound by the governing law and jurisdiction provision contained in the subscription agreement, which limits an investor's ability to bring lawsuits in connection with this Offering.

RISK FACTORS

The Commission requires the Company to identify risks that are specific to its business and its financial condition. The Company is still subject to all the same risks that all companies in its business, and all companies in the economy, are exposed to. These include risks relating to economic downturns, political and economic events and technological developments (such as cyber-attacks and the ability to prevent those attacks). Additionally, early-stage companies are inherently more risky than more developed companies. You should consider general risks as well as specific risks when deciding whether to invest.

Risks Related to Our Company and its Business

We have incurred significant net losses and have only recently begun generating profits since repivoting in 2017. We cannot assure you that we will continue to achieve profitable operations.

We have historically incurred significant net losses since inception. While we had net income of $543,286 for the year ended December 31, 2020, we had net loss of $(156,675) for the six months ended June 30, 2021, and our net loss was $139,964 and $441,951 for the years ended December 31, 2019 and 2018, respectively. As of June 30, 2021, we had a shareholders' deficit of $(387,450). We may not be able to maintain profitability, and may incur significant losses again in the future for a number of reasons, including

unforeseen expenses, difficulties, complications, and delays, and other unknown events.

We cannot assure you that we will achieve sustainable operating profits as we continue to expand our brand and product offerings, further develop our marketing efforts, and otherwise implement our growth initiatives. Any failure to achieve and maintain profitability would have a materially adverse effect on our ability to implement our business plan, our results and operations, and our financial condition, and could cause the value of our Common Stock to decline, resulting in a significant or complete loss of your investment.

If we do not obtain adequate capital funding or improve our financial performance, we may not be able to continue as a going concern.

The report of our independent registered public accounting firm for the year ended December 31, 2020 included herein contains an explanatory paragraph indicating that there is substantial doubt as to our ability to continue as a going concern as a result of recurring losses from operations. This report is dated April 15, 2021 and does not take into account any proceeds we will receive in this proposed Offering. Our financial statements have been prepared in accordance with accounting principles generally accepted in the United States, which contemplate that we will continue to operate as a going concern. Our financial statements do not contain any adjustments that might result if we are unable to continue as a going concern. Our ability to continue as a going concern will be determined by our ability to continue generating revenues from our operations, which will enable us to fund our expansion plans and realize our business objectives. If we are unable to continue to grow our revenue and to and sustain profitability, we may not be able to continue as a going concern.

Our success depends on our ability to uphold the reputation of our brands and our clients' brands, which will depend on the effectiveness of our marketing, our product quality, and our client experience.

We believe that ours and our company-clients' brand image and brand awareness is vital to the success of our business. We also believe that maintaining and enhancing the image of ours and our clients' brands, particularly in new markets where we have limited brand recognition, is important to maintaining and expanding ours and our clients' customer base. As we execute our growth strategy, our ability to successfully expand into new markets or to maintain the strength and distinctiveness of the image of ours and our clients' brands, our existing markets will be adversely impacted if we fail to connect with ours and our clients' target customers. Among other things, we rely on our marketing, strategy, and media partners, as well as social media platforms, such as Instagram and Twitter, to help implement our marketing strategies and promote ours and our clients' brands. Ours and our clients' brands and reputation may be adversely affected if we fail to achieve these objectives, if ours or our clients' public image was to be tarnished by negative publicity, if we fail to deliver innovative and high-quality products acceptable to our customers, or if we face a product recall. Negative publicity regarding the production methods of our manufacturer The Starco Group or those of the client-companies we work with could adversely affect our reputation and sales. Additionally, while we devote considerable efforts and resources to protecting our and our clients' intellectual property, if these efforts are not successful the value of our brand may be harmed. Any harm to our brand and reputation could have a material adverse effect on our financial condition.

If we are unable to anticipate consumer preferences and successfully develop and introduce new, innovative and updated products, we may not be able to maintain or increase our sales or achieve profitability.

Our success depends to a significant degree on our ability to timely identify and originate product trends as well as to anticipate and react to changing consumer demands. All of our products are subject to changing consumer preferences and we cannot predict such changes with any certainty. Product trends in the food, household cleaning, air care, spirits and personal care markets can change rapidly. We will need to anticipate, identify and respond quickly to changing trends and consumer demands in order to provide the products our customers seek and maintain the image of our brands. If we cannot identify changing trends in advance, fail to react to changing trends or misjudge the market for a trend, our sales could be adversely affected, and we may be faced with a substantial amount of unsold inventory or missed opportunities. As a result, we may be forced to mark down our merchandise in order to dispose of slow-moving inventory, which may result in lower profit margins, negatively impacting our financial condition and results of operations.

Even if we are successful in anticipating consumer demands, our ability to adequately react to and execute on those demands will in part depend upon our continued ability to develop and introduce high-quality products. If we fail to introduce products in the categories that consumers want, demand for our products could decline and our brand image could be negatively impacted. Our failure to effectively introduce new products and enter into new product categories that are accepted by consumers could result in excess inventory, inventory write-downs, decreases in gross margins and a decrease in net revenues, which could have a material adverse effect on our financial condition.

Our ability to anticipate consumer preferences also goes hand-in-hand with our ability to provide effective marketing services for our clients. If we are unable to predict what might be attractive to the target consumers of our client's products, our marketing efforts in connection with those products may be unsuccessful, which would negatively affect our reputation within the industry, and negatively affect our operating results.

An economic downturn or economic uncertainty in the United States may adversely affect consumer discretionary spending and demand for our products.

Our operating results are affected by the relative condition of the United States economy as many of our products may be considered discretionary items for consumers. In an economic downturn, our customers may reduce their spending and purchases due to job loss or fear of job loss, foreclosures, bankruptcies, higher consumer debt and interest rates, reduced access to credit, falling home prices, increased taxes, and/or lower consumer confidence. Consumer demand for our products may not reach our targets, or may decline, when there is an economic downturn or economic uncertainty. Current, recent past, and future conditions may also adversely affect our pricing and liquidation strategy; promotional activities, product liquidation, and decreased demand for consumer products could affect profitability and margins. Online customer traffic is difficult to forecast. As a consequence, sales, operating, and financial results for a particular period are difficult to predict, and, therefore, it is difficult to forecast expected results for future periods. Any of the foregoing factors could have a material adverse effect on our business, results of operations, and financial condition and could adversely affect our stock price.

Additionally, many of the effects and consequences of U.S. and global financial and economic conditions could potentially have a material adverse effect on our liquidity and capital resources, including the ability to raise additional capital, if needed, or could otherwise negatively affect our business and financial results. For example, global economic conditions may also adversely affect our suppliers' access to capital and liquidity with which to maintain their inventory, production levels, and product quality and to operate their businesses, all of which could adversely affect our supply chain. Market instability could make it more difficult for us and our suppliers to accurately forecast future product demand trends, which could cause us to carry too much or too little merchandise in various product categories.

Our results of operations could be materially harmed if we are unable to accurately forecast demand for our products.

To ensure adequate inventory supply, our manufacturer, The Starco Group, forecasts inventory needs and estimates future demand for particular products on our behalf. TSG's ability to accurately forecast demand for our products could be affected by many factors, including an increase or decrease in demand for our products or for products of our competitors, TSG's failure to accurately forecast acceptance of new products, product introductions by competitors, unanticipated changes in general market conditions, and weakening of economic conditions or consumer confidence in future economic conditions. Inventory levels in excess of customer demand may result in inventory write-downs

or write-offs and the sale of excess inventory at discounted prices or in less preferred distribution channels, which could impair our brand image and have an adverse effect on gross margin, which ultimately impacts our revenues. In addition, if TSG underestimates the demand for our products, our manufacturers may not be able to produce products to meet our customer requirements, and this could result in delays in the shipment of our products and our ability to recognize revenue, lost sales, as well as damage to our reputation and distributor relationships.

We operate in a highly competitive market and the size and resources of some of our competitors may allow them to compete more effectively than we can, resulting in a loss of our market share and a decrease in our net revenue.

The categories in which we operate are highly competitive, both in the U.S. and globally, as a limited number of large manufacturers compete for consumer acceptance, limited retail shelf space and e-commerce opportunities. Because of the highly competitive environment in which we operate as well as increasing retailer concentration, our retailer customers, including online retailers, frequently seek to obtain pricing concessions or better trade terms, resulting in either reduction of our margins or losses of distribution to lower cost competitors. Competition is based upon brand perceptions, product performance and innovation, customer service and price. Our ability to compete effectively may be affected by a number of factors, including:

- we face competition from large, established companies, including The Procter & Gamble Company, Unilever, Johnson & Johnson and others, that have significantly greater financial, marketing, research and development and other resources and greater market share than we do, which provides them with greater scale and negotiating leverage with retailers;
- our competitors may have lower production, sales and distribution costs, and higher profit margins, which may enable them to offer aggressive retail discounts and other promotional incentives; and
- our competitors may be able to obtain exclusive distribution rights at particular retailers or favorable in-store placement;

In general, the greater capabilities of these large competitors in these areas enable them to better withstand periodic product campaign failures, and more general downturns in the industry, compete more effectively on the basis of price and production and more quickly develop or locate and license new products. In addition, new companies may enter the markets in which we expect to compete, further increasing competition in our industry.

We rely on a licensing agreement with The Starco Group.

We are party to a licensing agreement (the "Licensing Agreement") with The Starco Group dated July 12, 2017. Pursuant to this agreement, Starco Brands licenses to TSG the exclusive right to manufacture and sell Starco Brands' products, which it may sell under the brand names owned by Starco Brands. In return, TSG pays Starco Brands royalties based on TSG's unit sales of the products licensed by Starco Brands to TSG pursuant to the Licensing Agreement. All of the Company's products are manufactured and sold by TSG pursuant to this Licensing Agreement. As such, we are reliant on the Licensing Agreement with TSG for a significant portion of our business. In addition, due to the close relationship of the Company and TSG, the deal terms that the Company has procured under this Licensing Agreement (relating to manufacturing and royalties the Company receives on product sales by TSG) are very favorable to the Company, and would be difficult to replicate with another third-party manufacturer. Further, if for some reason the Company wanted to switch to alternative provider manufacturing and selling of the Company's products, the Licensing Agreement grants TSG an exclusive right to the products of the Company, and therefore the Company would be unable to change to another manufacturer without the consent of TSG or a breach by TSG of the terms of the Licensing Agreement. Under the terms of the Licensing Agreement, the agreement expires December 31, 2028, but may be terminated by either party immediately upon the material breach of the Licensing Agreement by the other party. If TSG were to assert a breach of the Licensing Agreement by the Company, and was successful in terminating the Licensing Agreement, it could have a material adverse effect on the Company and its operating results.

We rely on a single manufacturer for our products.

TSG manufacturers all of the Company's products, including procuring raw materials and manufacturing, and does so at a very favorable rate to the Company, due to the Company's close relationship with TSG. As a result, the Company is reliant to a significant degree on TSG for the production of the Company's products, and would not easily be able to find a comparable third-party manufacturer for the Company's products. The operations of The Starco Group can be subject to additional risks beyond our control, including shipping delays, labor disputes, trade restrictions, tariffs and embargos, or any other change in local conditions. TSG may experience a significant disruption in the supply or raw materials from current sources and, in the event of such a disruption, it may be unable to locate alternative materials suppliers of comparable quality at an acceptable price, or at all. There have occasionally been, and there may again in the future be, shipments of products by TSG to the Company's customers that fail to comply with our specifications or that fail to conform to our quality control standards or those of our customers. Under these circumstances, we may incur substantial expense to remedy the problems and may be required to obtain replacement products. If we fail to remedy any such problem in a timely manner, we risk the loss of net revenue resulting from the inability to sell those products and related increased administrative and shipping costs. Additionally, if the unacceptability of our products is not discovered until after such products are purchased by our customers, our customers could lose confidence in our products or we could face a product recall. In such an event our brand reputation may be negatively impacted which could negatively impact our results of operations.

Our sales and gross margins may decline as a result of increasing product costs and decreasing selling prices.

Our business is subject to significant pressure on costs and pricing caused by many factors, including intense competition, constrained sourcing capacity and related inflationary pressure, pressure from consumers to reduce the prices we charge for our products, and changes in consumer demand. These factors may cause us to experience increased costs, reduce our prices to consumers or experience reduced sales in response to increased prices, any of which could cause our operating margin to decline if we are unable to offset these factors with reductions in operating costs and could have a material adverse effect on our financial conditions, operating results and cash flows.

In addition, the United States and the countries in which our products are produced or sold internationally have imposed and may impose additional quotas, duties, tariffs, or other restrictions or regulations, or may adversely adjust prevailing quota, duty or tariff levels. Countries impose, modify and remove tariffs and other trade restrictions in response to a diverse array of factors, including global and national economic and political conditions, which make it impossible for us to predict future developments regarding tariffs and other trade restrictions. Trade restrictions, including tariffs, quotas, embargoes, safeguards, and customs restrictions, could increase the cost or reduce the supply of products available to us or may require us to modify our supply chain organization or other current business practices, any of which could harm our business, financial condition and results of operations.

Our operations are dependent on TSG's network of warehouses and distribution centers, and the loss of, or disruption in, such a warehouse and distribution center and other factors affecting the distribution of our products could have a material adverse effect on our business and operations.

TSG manufactures the Company's products and sells those products to a variety of distributors, retailers and end users at wholesale or retail amounts. As such, our warehouse, fulfillment and distribution functions are handled by TSG. Our current fulfillment/distribution operations are substantially dependent on the continued retention of these facilities. Any significant interruption in the operation of a warehouse and fulfillment/distribution center due to natural disasters, accidents, system issues or failures, or other

unforeseen causes that materially impair our ability to access or use such a facility, could delay or impair the ability to distribute products and fulfill online orders, which could cause sales to decline.

Our margins may decline as a result of increasing freight costs.

Freight costs are impacted by changes in fuel prices through surcharges, among other factors. Fuel prices and surcharges affect freight costs both on inbound freight from suppliers to the distribution center as well as outbound freight from the distribution center to stores/shops, supplier returns and third-party liquidators, and shipments of product to customers. The cost of transporting our products for distribution and sale is also subject to fluctuation due in large part to the price of oil. Our products must be transported by third parties over large geographical distances and an increase in the price of oil can significantly increase costs. Manufacturing delays or unexpected transportation delays can also cause us to rely more heavily on airfreight to achieve timely delivery to our customers, which significantly increases freight costs. Increases in fuel prices, surcharges, and other potential factors may increase freight costs. Since the Company receives a royalty on all of its product sales based on the total unit sales of the product minus costs, one of which is freight costs, these fluctuations may increase our cost of products and have an adverse effect on our margins, results of operations and financial condition.

If we fail to adequately protect our intellectual property rights, competitors may manufacture and market similar products, which could adversely affect our market share and results of operations.

All of our product sales are from products bearing proprietary trademarks and brand names. In addition, we own or license patents and patent applications for certain products we sell. We rely on trademark, trade secret, patent and copyright laws to protect our intellectual property rights. There is a risk that we will not be able to obtain and perfect or maintain our own intellectual property rights or, where appropriate, license intellectual property rights necessary to support new product introductions. In addition, even if such rights are protected in the U.S., the laws of some other countries in which our products are or may be sold do not protect intellectual property rights to the same extent as the laws of the U.S. Our intellectual property rights could be invalidated, circumvented or challenged in the future, and we could incur significant costs in connection with legal actions relating to such rights. As patents expire, we could face increased competition or decreased royalties, either of which could negatively impact our operating results. If other parties infringe our intellectual property rights, they may dilute the value of our brands in the marketplace, which could diminish the value that consumers associate with our brands and harm our sales.

We may be subject to liability if we infringe upon the intellectual property rights of third parties.

We may be subject to liability if we infringe upon the intellectual property rights of third parties. If we were to be found liable for any such infringement, we could be required to pay substantial damages and could be subject to injunctions preventing further infringement. Such infringement claims could harm our brand image.

Our business involves the potential for product liability and other claims against us, which could affect our results of operations and financial condition and result in product recalls or withdrawals.

We face exposure to claims arising out of alleged defects in our products, including for property damage, bodily injury or other adverse effects. We do not currently maintain product liability insurance, which puts us at a greater risk of harm to our business operations should we receive a monetary judgment against us in relation to a product liability lawsuit. We intend on obtaining product liability insurance in the future. However, even with product liability insurance, we would not be covered against all types of claims, particularly claims other than those involving personal injury or property damage or claims that exceed the amount of insurance coverage. Further, we may not be able to maintain such insurance in sufficient amounts, on desirable terms, or at all, in the future. In addition to the risk of monetary judgments not covered by insurance, product liability claims could result in negative publicity that could harm our products' reputation and in certain cases require a product recall. Product recalls or product liability claims, and any subsequent remedial actions, could have a material adverse effect on our business, reputation, brand value, results of operations and financial condition.

Our failure to comply with trade and other regulations could lead to investigations or actions by government regulators and negative publicity.

The labeling, distribution, importation, marketing and sale of our products are subject to extensive regulation by various federal agencies, including the Federal Trade Commission, Consumer Product Safety Commission, the Food and Drug Administration ("FDA") and state attorneys general in the U.S., as well as by various other federal, state, provincial, local and international regulatory authorities in the locations in which our products are distributed or sold. If we fail to comply with those regulations, we could become subject to significant penalties or claims or be required to recall products, which could negatively impact our results of operations and disrupt our ability to conduct our business, as well as damage our brand image with consumers. In addition, the adoption of new regulations or changes in the interpretation of existing regulations may result in significant unanticipated compliance costs or discontinuation of product sales and may impair the marketing of our products, resulting in significant loss of net revenues.

Should we choose to pursue international sales, we will be subject to compliance with the U.S. Foreign Corrupt Practices Act, or FCPA, and other anti-bribery laws applicable to our operations. Although we have policies and procedures to address compliance with the FCPA and similar laws, there can be no assurance that all of our employees, agents and other partners will not take actions in violations of our policies. Any such violation could subject us to sanctions or other penalties that could negatively affect our reputation, business and operating results.

Our future success depends on our key executive officers and our ability to attract, retain, and motivate qualified personnel.

Our future success largely depends upon the continued services of our executive officers and management team, especially our Chief Executive Officer, Ross Sklar. If one or more of our executive officers are unable or unwilling to continue in their present positions, we may not be able to replace them readily, if at all. Additionally, we may incur additional expenses to recruit and retain new executive officers. If any of our executive officers joins a competitor or forms a competing company, we may lose some or all of our customers. Finally, we do not maintain "key person" life insurance on any of our executive officers. Because of these factors, the loss of the services of any of these key persons could adversely affect our business, financial condition, and results of operations, and thereby an investment in our stock.

In addition, our continuing ability to attract and retain highly qualified personnel, especially employees with experience in branding and marketing, will also be critical to our success because we will need to hire and retain additional personnel as our business grows. There can be no assurance that we will be able to attract or retain highly qualified personnel. We face significant competition for skilled personnel in our industries. This competition may make it more difficult and expensive to attract, hire, and retain qualified managers and employees. Because of these factors, we may not be able to effectively manage or grow our business, which could adversely affect our financial condition or business. As a result, the value of your investment could be significantly reduced or completely lost.

If the technology-based systems that give our customers the ability to shop with us online do not function effectively, our operating results could be materially adversely affected.

A portion of our customers shop with us through our e-commerce website, which currently sells certain of our*Breathe* products only. While many of our products are sold in

retail stores, increasingly, customers are using tablets and smart phones to shop online, and we do plan on increasing our product offerings on ecommerce websites in the future. Any failure on our part to provide an attractive, effective, reliable, user-friendly e-commerce platform that offers a wide assortment of merchandise with rapid delivery options and that continually meet the changing expectations of online shoppers could place us at a competitive disadvantage, result in the loss of sales, harm our reputation with customers, and could have a material adverse impact on our business and results of operations.

Security breaches and other disruptions could compromise our information and expose us to liability, which would cause our business and reputation to suffer.

In the ordinary course of our business, we collect and store sensitive data, including intellectual property, our proprietary business information, and financial and other personally identifiable information of our customers and employees. The secure processing, maintenance, and transmission of this information is critical to our operations and business strategy. Despite our security measures, our information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance, or other disruptions. Any such breach could compromise our networks and the information stored there could be accessed, publicly disclosed, lost, or stolen. Advanced attacks are multi-staged, unfold over time, and utilize a range of attack vectors with military-grade cyber weapons and proven techniques, such as spear phishing and social engineering, leaving organizations and users at high risk of being compromised. The vast majority of data breaches, whether conducted by a cyber attacker from inside or outside of the organization, involve the misappropriation of digital identities and user credentials. These credentials are used to gain legitimate access to sensitive systems and high-value personal and corporate data. Many large, well-known organizations have been subject to cyber-attacks that exploited the identity vector, demonstrating that even organizations with significant resources and security expertise have challenges securing their identities. Any such access, disclosure, or other loss of information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, a disruption of our operations, damage to our reputation, or a loss of confidence in our business, any of which could adversely affect our business, revenues, and competitive position.

Organizations face growing regulatory and compliance requirements.

New and evolving regulations and compliance standards for cyber security, data protection, privacy, and internal IT controls are often created in response to the tide of cyber-attacks and will increasingly impact organizations. Existing regulatory standards require that organizations implement internal controls for user access to applications and data. In addition, data breaches are driving a new wave of regulation with stricter enforcement and higher penalties. Regulatory and policy-driven obligations require expensive and time-consuming compliance measures. The fear of non-compliance, failed audits, and material findings has pushed organizations to spend more to ensure they are in compliance, often resulting in costly, one-off implementations to mitigate potential fines or reputational damage. Any substantial costs associated with failing to meet regulatory requirements, combined with the risk of fallout from security breaches, could have a material adverse effect on our business and brand.

Our business is subject to seasonality.

Customer orders for sun care products, such as those in our*Honu* sunscreen product offerings, are highly seasonal, which has historically resulted in higher sun care sales to retailers during the late winter through mid-summer months. Accordingly, our sales, financial performance, working capital requirements and cash flow may experience volatility during these periods. Further, purchases of our sun care products can be significantly impacted by unfavorable weather conditions during the summer period, and as a result we may suffer decreases in net sales if conditions are not favorable for use of our products, which could in turn have a material adverse effect on our financial condition, results of operation and cash flows.

Acquisition opportunities may present themselves that in hindsight did not achieve the positive results anticipated by our management.

From time to time, acquisition opportunities may become available to the company. Those opportunities may involve the acquisition of specific assets, like intellectual property or inventory, or may involve the assumption of the business operations of another entity. Our goal with any future acquisition is that any acquisition should be able to contribute neutral to positive net income to the company after integration. To effect these acquisitions, we will likely be required to obtain lender financing or issue additional shares of stock in exchange for the shares of the target entity. If the performance of the acquired assets or entity does not produce positive results for the company, the terms of the acquisition, whether it is interest rate on debt, or additional dilution of stockholders, may prove detrimental to the financial results of the company, or the performance of your particular shares.

The novel coronavirus (COVID-19) pandemic may have an impact on our business, financial condition and results of operations.

The COVID-19 pandemic has rapidly escalated in the United States, creating significant uncertainty and economic disruption, and leading to record levels of unemployment nationally. Numerous state and local jurisdictions have imposed, and others in the future may impose, shelter-in-place orders, quarantines, shut-downs of non-essential businesses, and similar government orders and restrictions on their residents to control the spread of COVID-19. The extent to which COVID-19 ultimately impacts our business, financial condition and results of operations will depend on future developments, which are highly uncertain and unpredictable, including new information which may emerge concerning the severity and duration of the COVID-19 outbreak and the effectiveness of actions taken to contain the COVID-19 outbreak or treat its impact, among others. In addition to the COVID-19 disruptions possibility adversely impacting our business and financial results, they may also have the effect of heightening many of the other risks described here under “Risk Factors,” including risks relating to changes due to our limited operating history; our ability to generate sufficient revenue, to generate positive cash flow; our relationships with third parties, and many other factors. We will endeavor to minimize these impacts, but there can be no assurance that we will be successful in doing so.

Risks Related to the Securities in this Offering

Investment in our Common Stock is speculative.

The shares of our Common Stock are highly speculative in nature, involve a high degree of risk and should be purchased only by persons who can afford to lose the entire amount invested in the Common Stock. Before purchasing any of the shares of Common Stock, you should carefully consider the following factors relating to our business and prospects. If any of the following risks actually occurs, our business, financial condition or operating results could be materially adversely affected. In such case, the trading price of our Common Stock could decline and you may lose all or part of your investment.

There is no current liquid market for the shares of Common Stock. We may not continue to satisfy the requirements for quotation on the OTCQB or OTC markets and, even if we do, an active market for our Common Stock may not develop.

Our Common Stock is quoted on the OTCQB over-the-counter market operated by OTC Markets Group Inc. under the symbol “STCB”. Under Regulation A, shares of Common Stock that we sell to non-affiliates of the Company in this offering are freely tradeable and not restricted. Any securities purchased in this offering by affiliates of the Company are considered control securities. Nonetheless, even though our stock is quoted, that does not mean that there is or will be a liquid market for our Common Stock. If we fail to continue to meet the requirements for quotation on OTCQB, the shares may be quoted on other tiers of the over-the-counter market to the extent any demand exists. Whether or not we’re quoted on a market, or listed on an exchange, investors should assume that they may not be able to liquidate their investment for some time, or be able to pledge their shares as collateral, or be able to hold the stock in a traditional brokerage account. Without a liquid market for our Common Stock, it may be impossible for shareholders to be able to value their stock, reducing or eliminating the value of the stock as an incentive. Even if we continue to satisfy the requirements of the OTCQB, it is not a stock exchange. As a result, there may be significantly less trading volume and analyst coverage of, and significantly less investor interest in, our Common Stock than there would be if our shares were listed on a stock exchange, which may lead to lower trading prices for our Common Stock.

Trading of our stock may be restricted by the Securities and Exchange Commission's penny stock regulations, which may limit a shareholder's ability to buy and sell our stock.

The Commission has adopted regulations that generally define "penny stock" to be any equity security that has a market price (as defined) less than $5.00 per share or an exercise price of less than $5.00 per share, subject to certain exceptions. Our securities are covered by the penny stock rules, which impose additional sales practice requirements on broker-dealers who sell to persons other than established customers and "accredited investors". The term "accredited investor" refers generally to institutions with assets in excess of $5,000,000 or individuals with a net worth exclusive of home in excess of $1,000,000 or annual income exceeding $200,000 or $300,000 jointly with their spouse. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document in a form prepared by the Commission, which provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker-dealer and salesperson compensation information, must be given to the customer orally or in writing prior to effecting the transaction and must be given to the customer in writing before or with the customer's confirmation. In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from these rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for the stock that is subject to these penny stock rules. Consequently, these penny stock rules may affect the ability of broker-dealers to trade our securities. We believe that the penny stock rules discourage investor interest in and limit the marketability of our Common Stock.

The subscription agreement has a forum selection provision that requires disputes be resolved in state or federal courts in the State of Nevada, regardless of convenience or cost to you, the investor.

In order to invest in this Offering, investors agree to resolve disputes arising under the subscription agreement in state or federal courts located in the State of Nevada for the purpose of any suit, action or other proceeding arising out of or based upon the agreement. Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. We believe that the exclusive forum provision applies to claims arising under the Securities Act, but there is uncertainty as to whether a court would enforce such a provision in this context. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. As a result, the exclusive forum provision will not apply to suits brought to enforce any duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. You will not be deemed to have waived the Company's compliance with the federal securities laws and the rules and regulations thereunder. This forum selection provision may limit your ability to obtain a favorable judicial forum for disputes with us. Alternatively, if a court were to find the provision inapplicable to, or unenforceable in an action, we may incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect our business, financial condition or results of operations.

Investors in this Offering may not be entitled to a jury trial with respect to claims arising under the subscription agreement, which could result in less favorable outcomes to the plaintiff(s) in any action under the agreement.

Investors in this Offering will be bound by the subscription agreement, which includes a provision under which investors waive the right to a jury trial of any claim they may have against the Company arising out of or relating to the agreement, including any claims made under the federal securities laws. By signing the agreement, the investor warrants that the investor has reviewed this waiver with his or her legal counsel, and knowingly and voluntarily waives the investor's jury trial rights following consultation with the investor's legal counsel.

If we opposed a jury trial demand based on the waiver, a court would determine whether the waiver was enforceable based on the facts and circumstances of that case in accordance with the applicable state and federal law. To our knowledge, the enforceability of a contractual pre-dispute jury trial waiver in connection with claims arising under the federal securities laws has not been finally adjudicated by a federal court. However, we believe that a contractual pre-dispute jury trial waiver provision is generally enforceable, including under the laws of the State of Nevada, which governs the agreements, by a federal or state court in the State of Nevada. In determining whether to enforce a contractual pre-dispute jury trial waiver provision, courts will generally consider whether the visibility of the jury trial waiver provision within the agreement is sufficiently prominent such that a party knowingly, intelligently and voluntarily waived the right to a jury trial. We believe that this is the case with respect to the subscription agreement. You should consult legal counsel regarding the jury waiver provision before entering into the subscription agreement.

If you bring a claim against the Company in connection with matters arising under the agreement, including claims under the federal securities laws, you may not be entitled to a jury trial with respect to those claims, which may have the effect of limiting and discouraging lawsuits against the Company. If a lawsuit is brought against the company under any of the agreements, it may be heard only by a judge or justice of the applicable trial court, which would be conducted according to different civil procedures and may result in different outcomes than a trial by jury would have had, including results that could be less favorable to the plaintiff(s) in such an action.

Nevertheless, if the relevant jury trial waiver provision is not permitted by applicable law, an action could proceed under the terms of the agreement with a jury trial. No condition, stipulation or provision of the subscription agreement serves as a waiver by any holder of the Company's securities or by the Company of compliance with any substantive provision of the federal securities laws and the rules and regulations promulgated under those laws.

In addition, when the shares are transferred, the transferee is required to agree to all the same conditions, obligations and restrictions applicable to the shares or to the transferor with regard to ownership of the shares, that were in effect immediately prior to the transfer of the shares, including but not limited to the subscription agreement.

Using a credit card to purchase shares may impact the return on your investment as well as subject you to other risks inherent in this form of payment.

Investors in this Offering have the option of paying for their investment with a credit card, which is not usual in the traditional investment markets. Transaction fees charged by your credit card company (which can reach 5% of transaction value if considered a cash advance) and interest charged on unpaid card balances (which can reach almost 25% in some states) add to the effective purchase price of the shares you buy. See "Plan of Distribution and Selling Securityholders." The cost of using a credit card may also increase if you do not make the minimum monthly card payments and incur late fees. Using a credit card is a relatively new form of payment for securities and will subject you to other risks inherent in this form of payment, including that, if you fail to make credit card payments (e.g. minimum monthly payments), you risk damaging your credit score and payment by credit card may be more susceptible to abuse than other forms of payment. Moreover, where a third-party payment processor is used, as in this Offering, your recovery options in the case of disputes may be limited. The increased costs due to transaction fees and interest may reduce the return on your investment.

The Commission's Office of Investor Education and Advocacy issued an Investor Alert dated February 14, 2018 entitled: "Credit Cards and Investments – A Risky Combination", which explains these and other risks you may want to consider before using a credit card to pay for your investment.

Our executive officers and directors have potential conflicts of interest since they will be selling securities as part of this Offering.

After (and assuming) the Company receives gross proceeds of $10,000,000 in this Offering, certain executive officers and insiders of the Company that are shareholders of the Company will be permitted to sell their own shares in this Offering, receiving proceeds from investors directly, instead of those proceeds being received by the Company. Since the Company has only engaged Dalmore to act as the broker-dealer of record in this Offering and to perform administrative and compliance related functions in connection with this Offering, but not for underwriting or placement agent services, the Company may rely on those officers to communicate with investors on behalf of the Company. Since certain of our officers may also be simultaneously attempting to sell their own shares as selling shareholders in this Offering, there is a risk that these officers will prioritize selling their own shares over selling the Company's shares, which could result in less proceeds being raised in this Offering for the Company. Such a result could lead to fewer funds being available to fund the Company's operations and carry out its business plan, which could ultimately harm the value of your investment.

DILUTION

Dilution means a reduction in value, control or earnings of the shares the investor owns.

Immediate dilution

An early-stage company typically sells its shares (or grants options over its shares) to its founders and early employees at a very low cash cost, because they are, in effect, putting their "sweat equity" into the Company. When the Company seeks cash investments from outside investors, like you, the new investors typically pay a much larger sum for their shares than the founders or earlier investors, which means that the cash value of your stake is diluted because all the shares are worth the same amount, and you paid more

The following table presents the Company's capitalization as of the date of this Offering Circular and compares the price that new investors are paying for their shares with the effective cash price paid by existing stockholders (which includes officers, directors, promoters or affiliated persons of the Company), assuming full conversion of preferred stock and full vesting and exercise of outstanding warrants, and based on the assumed offering price of $0.88 per share, which is the midpoint of the price range set forth on the cover page of this Offering Circular. This method gives investors a better picture of what they will pay for their investment compared to the Company's insiders. In the past year, none of the Company's officers, directors, promoters or affiliated persons have acquired any shares of Common or Preferred Stock of the Company.

INCLUDING ALL ISSUED (NON-FORFEITED) OPTIONS AND SHARES:

	Dates Issued	Issued Shares	Potential Shares	Total Issued and Potential Shares	Effective Cash Price per Share at Issuance or Potential Conversion
Common Stock	2010 - 2017	2,416,736		2,416,736	$ 1.195(1)
	2018	156,673,353		156,673,353	$ 0.004(2)
	2020	50,576		50,576	$ 1.977
Warrants	2017		2,000,000	2,000,000	$ 1.050(3)
Total Common Share Equivalents		159,140,665	2,000,000	161,140,665	$ 0.036
Investors in this Offering, assuming $50 million raised		45,454,545		45,454,545	$ 0.88
Totals after effect of this Offering		204,595,210	2,000,000	206,595,210	$ 0.22

(1) Weighted average price shown. Issued at effective cash prices ranging from $0.000 to $15.000. All amounts have been adjusted to account for the 2017 Reverse Split.
(2) Weighted average price shown. Issued at effective cash prices ranging from $0.000 to $0.066. All amounts have been adjusted to account for the 2017 Reverse Split.
(3) On April 3, 2018, the Board approved warrants, previously issued in 2017, to purchase 2,000,000 shares of Common Stock of the Company at an exercise price of $1.05 per share pursuant to the terms of a settlement and general release agreement with Carwash, LLC. These warrants are outstanding as of the date of this Offering Circular.

In the event all the shares of Common Stock are not sold upon completion of this Offering, the following table details the range of possible outcomes from the offering assuming the sale of 100%, 75%, 50% and 25% of the available shares.

Funding Level	100%	75%	50%	25%
Offering Price	$ 0.88	$ 0.88	$ 0.88	$ 0.88
Pro forma net tangible book value per Common Share Equivalent before the offering	(0.00)	(0.00)	(0.00)	(0.00)
Pro forma as adjusted net tangible book value per Common share Equivalent after the offering	0.18	0.14	0.10	0.06
Dilution to investors participating in the offering	0.70	0.74	0.78	0.82
Dilution as a percentage of the offering price	80%	84%	89%	94%
Net tangible book value as of December 31, 2020	$ (387,450)	$ (387,450)	$ (387,450)	$ (387,450)
Net proceeds from this Offering	$ 40,000,000	$ 30,000,000	$ 20,000,000	$ 11,250,000
Estimated issuance cost	$ (2,940,000	$ (2,287,000)	$ (1,633,000)	$ (980,000)
Pro forma as adjusted net tangible book value after the offering	$ 36,672,550	$ 27,325,550	$ 17,979,550	$ 9,882,550

Issued Common Share Equivalents	161,140,665	161,140,665	161,140,665	161,140,665
Number of shares to be sold in this Offering	45,454,545	34,090,909	22,727,272	12,784,090
Total pro forma as adjusted issued common share equivalents after the offering	206,595,210	195,231,574	183,867,937	173,924,755
Pro Forma as adjusted net tangible book value per common share equivalent after the offering	0.18	0.14	0.10	0.06

Future dilution

Another important way of looking at dilution is the dilution that happens due to future actions by the Company. The investor's stake in a company could be diluted due to the Company issuing additional shares. In other words, when the Company issues more shares, the percentage of the Company that you own will go down, even though the value of the Company may go up. You will own a smaller piece of a larger company. This increase in number of shares outstanding could result from a stock offering (such as an initial public offering, another crowdfunding round, a venture capital round, angel investment), employees exercising stock options, or by conversion of certain instruments (e.g. convertible bonds, preferred shares or warrants) into stock.

If the Company decides to issue more shares, an investor could experience value dilution, with each share being worth less than before, and control dilution, with the total percentage an investor owns being less than before. There may also be earnings dilution, with a reduction in the amount earned per share (though this typically occurs only if the Company offers dividends, and most early stage companies are unlikely to offer dividends, preferring to invest any earnings into the Company).

The type of dilution that hurts early-stage investors most occurs when the Company sells more shares in a "down round," meaning at a lower valuation than in earlier offerings. An example of how this might occur is as follows (numbers are for illustrative purposes only):

- In June 2019 Jane invests $20,000 for shares that represent 2% of a company valued at $1 million.
- In December the Company is doing very well and sells $5 million in shares to venture capitalists on a valuation (before the new investment) of $10 million. Jane now owns only 1.3% of the Company but her stake is worth $200,000.
- In June 2020 the Company has run into serious problems and in order to stay afloat it raises $1 million at a valuation of only $2 million (the "down round"). Jane now owns only 0.89% of the Company and her stake is worth only $26,660.

This type of dilution might also happen upon conversion of convertible notes into shares. Typically, the terms of convertible notes issued by early-stage companies provide that in the event of another round of financing, the holders of the convertible notes get to convert their notes into equity at a "discount" to the price paid by the new investors, i.e., they get more shares than the new investors would for the same price. Additionally, convertible notes may have a "price cap" on the conversion price, which effectively acts as a share price ceiling. Either way, the holders of the convertible notes get more shares for their money than new investors. In the event that the financing is a "down round" the holders of the convertible notes will dilute existing equity holders, and even more than the new investors do, because they get more shares for their money. Investors should pay careful attention to the amount of convertible notes that the Company has issued (and may issue in the future), and the terms of those notes.

If you are making an investment expecting to own a certain percentage of the Company or expecting each share to hold a certain amount of value, it's important to realize how the value of those shares can decrease by actions taken by the Company. Dilution can make drastic changes to the value of each share, ownership percentage, voting control, and earnings per share.

PLAN OF DISTRIBUTION AND SELLING SECURITYHOLDERS

Plan of Distribution

The Company and its shareholders are offering up to $50,000,000 in Common Stock on a "best efforts" basis at an assumed price of $0.88 per share, which is the midpoint of the price range set forth on the cover page of this Offering Circular. Under Regulation A, only $75 million worth of the Company's Common Stock may be offered during a rolling 12-month period. From time to time, we may seek to qualify additional shares.

The Company itself is offering a maximum of 45,454,545 shares of Common Stock to the public and certain of our shareholders are offering a maximum of 11,363,636 shares of Common Stock, in each case at an assumed price of price of $0.88 per share, which is the midpoint of the price range set forth on the cover page of this Offering Circular, on a "best efforts" basis. There is no minimum offering amount that has been established for this Offering in order for the Company to close on subscriptions and begin accepting funds; however, the minimum investment for each investor is $500 or 569 shares, based on the assumed initial offering price of $0.88 per share, which is the midpoint of the price range set forth on the cover page of this Offering Circular. The Company will determine the offering price of the shares of Common Stock in this Offering after the qualification of the offering statement of which this Offering Circular forms a part, and the Company will sell the shares in this Offering at that fixed offering price that is determined by the Company after qualification for the duration of the Offering. Potential investors should be aware that there can be no assurance that any other funds will be invested in this Offering other than their own funds.

We plan to market the securities in this Offering both through online and offline means. Online marketing may take the form of contacting potential investors through electronic media and posting our Offering Circular and other materials on an online investment platform.

The Offering will terminate at the earliest of: (1) the date at which the maximum offering amount has been sold, (2) the date which is three years from this Offering being qualified by the Commission, and (3) the date at which the Offering is earlier terminated by us at our sole discretion.

We and the selling shareholders are offering securities in all states. To the extent that our officers and directors make any communications in connection with the Offering, they intend to conduct such efforts in accordance with an exemption from registration contained in Rule 3a4-1 under the Exchange Act, and, therefore, none of them is required to register as a broker-dealer.

The Company has engaged Dalmore Group, LLC ("Dalmore"), a broker-dealer registered with the Commission and a member of FINRA, to act as the broker-dealer of record for this Offering, , but not for underwriting or placement agent services. The Company has also engaged Dalmore to perform the following administrative and compliance related functions in connection with this Offering:

- Review investor information, including KYC ("Know Your Customer") data, AML ("Anti Money Laundering") and other compliance background checks, and provide a recommendation to the Company whether or not to accept investor as a customer.
- Review each investors subscription agreement to confirm such investors participation in the Offering and provide a determination to the Company whether or not to accept the use of the subscription agreement for the investor's participation.
- Contact and/or notify the Company, if needed, to gather additional information or clarification on an investor;
- Not provide any investment advice nor any investment recommendations to any investor.
- Keep investor details and data confidential and not disclose to any third-party except as required by regulators or pursuant to the terms of the agreement (e.g. as needed for AML and background checks).

- Coordinate with third party providers to ensure adequate review and compliance.

As compensation for the services listed above, the Company has agreed to pay Dalmore a commission equal to 1% of the amount raised in the Offering to support the Offering on all newly invested funds after the issuance of a No Objection Letter by FINRA. In addition, the Company has paid Dalmore a one-time advance set up fee of $5,000 to cover reasonable out-of-pocket accountable expenses actually anticipated to be incurred by Dalmore, such as, among other things, preparing the FINRA filing. Dalmore will refund any fee related to the advance to the extent it is not used, incurred or provided to the Company. In addition, the Company will pay a $20,000 consulting fee that will be due after FINRA issues a No Objection Letter and the Commission qualifies the Offering. The Company estimates that total fees due to pay Dalmore would be $525,000 for a fully subscribed Offering. These assumptions were used in estimating the expenses of this Offering.

Selling Securityholders

Certain shareholders of the Company intend to sell up to 11,363,636 shares of Common Stock in this Offering (representing $10,000,000 worth of Common Stock, and assuming an offering price of $0.88 per share, which is the midpoint of the price range set forth on the cover page of this Offering Circular). Shareholders will only participate in the Offering after the Company has sold 11,363,636 shares and received gross proceeds of $10,000,000 in this Offering (based on the assumed offering price set forth on the cover page of this Offering Circular). Once the Company reaches this threshold, the selling shareholders will be allowed to sell the next 1,262,626 shares (based on the assumed price set forth on the cover page of the Offering Circular) until total gross proceeds of the Offering equal $11,111,111. After $11,111,111 in gross proceeds has been raised from the sale of the Common Stock in this Offering, 90% of the shares issued in subsequent closings to new investors will be newly issued shares by the Company, and 10% will be shares sold by the selling shareholders until total gross proceeds of $22,500,000 have been raised in the offering. Thereafter, 100% of the shares sold in subsequent closings to new investors will consist of shares sold by the selling shareholders on a pro-rata basis, until $2,812,500 worth of the Common Stock has been sold by the selling shareholders (or 3,196,022 shares based on the assumed offering price set forth on the cover page of this Offering Circular). Thereafter, 80% of the shares sold in subsequent closings to new investors will be newly issued shares sold by the Company, and 20% will be shares sold by the selling shareholders, until the offering terminates, or the maximum offering is reached. In total, the selling shareholders may sell up to 11,363,636 shares, or 20% of the maximum number of shares being offered in this Offering (calculated based on the assumed price set forth on the cover page of this Offering Circular).

Selling shareholders will participate on a pro rata basis, which means that at each closing in which selling shareholders are participating, a shareholder will be able to sell its "Pro Rata Portion" of the shares that the shareholder is offering (as defined and set forth in the table below) of the number of securities being issued to investors. For example, if after raising $12 million the company holds a closing for $1 million in gross proceeds, the company will issue shares and receive gross proceeds of $900,000 while each of the selling shareholders will receive their Pro Rata Portion of the remaining $100,000 in gross proceeds and will transfer their shares to investors in this Offering. Selling shareholders will not offer fractional shares and the shares represented by a shareholder's Pro Rata Portion will be determined by rounding down to the nearest whole share.

After qualification of the Offering Statement, the selling shareholders will enter into an irrevocable power of attorney ("POA") with the Company and George Stroesenreuther, CFO of TSG, as attorney-in-fact, in which they direct the Company and the attorney-in-fact to take the actions necessary in connection with the Offering and sale of their shares. A form of the POA is filed as an exhibit to the Offering Statement of which this Offering Circular forms a part.

Selling Shareholder	Shares owned prior to Offering	Shares offered by selling shareholder(1)	Shares owned after the Offering (1)	Shareholder's Pro Rata Portion (2)
Ross Sklar	93,316,226	10,440,593	82,875,633	91.88%
Darin Brown	2,000,000	223,768	1,776,232	1.97%
David Dreyer	4,250,000	475,507	3,774,493	4.18%
Jim Leonardi	2,000,000	223,768	1,776,232	1.97%
TOTAL (3)	**101,566,226**	**11,363,636**	**90,202,590**	**100.00%**

(1) Based on an offering price of $0.88 per share, which is the midpoint of the price range set forth on the cover page of this Offering Circular.
(2) "Pro Rata Portion" represents that portion that a shareholder may sell in the Offering expressed as a percentage where the numerator is the amount offered by the shareholder divided by the total number of shares offered by all selling shareholders.
(3) The total number of shares owned by the selling shareholders prior to this Offering represent 64% of the Company's outstanding capital stock as of August 16, 2021. The total number of shares of Common Stock offered by the selling shareholders represents 7% of the Company's total issued and outstanding shares prior to this Offering (calculated based on the assumed price set forth on the cover page of this Offering Circular). The Company's outstanding share count does not include up to 2,000,000 shares of Common Stock issuable pursuant to the conversion of outstanding warrants of the Company as of August 16, 2021.

The selling shareholders will sell their shares in this Offering at the same stated, fixed price as the Company for the duration of the Offering, which price will be determined by the Company after the qualification of the offering statement of which this Offering Circular forms a part.

Investors' Tender of Funds

We and the selling shareholders will conduct multiple closings on investments (so not all investors will receive their shares on the same date). The funds tendered by potential investors will be held by our escrow agent, Prime Trust, LLC (the "Escrow Agent") and will be transferred to us and the selling shareholders at each Closing. The form of escrow agreement can be found in Exhibit 8.1 to the Offering Statement of which this Offering Circular is a part. See "—Escrow Agent" below for a description of the Escrow Services Agreement.

Process of Subscribing

You will be required to complete a subscription agreement in order to invest. The subscription agreement includes a representation by the investor to the effect that, if you are not an "accredited investor" as defined under securities law, you are investing an amount that does not exceed the greater of 10% of your annual income or 10% of your net worth (excluding your principal residence).

Upon qualification of the Offering, if you decide to subscribe for the Common Stock in this Offering, you should complete the following steps:

1. Go to invest.starcobrands.com click on the "Invest Now" button
2. Complete the online investment form.

3. Deliver funds directly by check, wire, debit card, credit card, or electronic funds transfer via ACH to the specified account or deliver evidence of cancellation of debt.
4. Once funds or documentation are received an automated AML check will be performed to verify the identity and status of the investor.
5. Once AML is verified, investor will electronically receive, review, execute and deliver to us a subscription agreement.

Any potential investor will have ample time to review the subscription agreement, along with their counsel, prior to making any final investment decision. Dalmore will review all subscription agreements completed by the investor. After Dalmore has completed its review of a subscription agreement for an investment in the Company, the funds may be released by the Escrow Agent.

If the subscription agreement is not complete or there is other missing or incomplete information, the funds will not be released until the investor provides all required information. In the case of a debit card payment or credit card payment, provided the payment is approved, Dalmore will have up to three days to ensure all the documentation is complete. Dalmore will generally review all subscription agreements on the same day, but not later than the day after the submission of the subscription agreement.

All funds tendered (by check, wire, debit card, credit card, or electronic funds transfer via ACH to the specified account or deliver evidence of cancellation of debt) by investors will be deposited into an escrow account at the Escrow Agent for the benefit of the Company and the selling shareholders. Upon closing, funds tendered by investors will be made available to the Company for its use. The Company estimates that approximately 55% of the gross proceeds raised in this Offering will be paid via credit card. This assumption was used in estimating the payment processing fees included in the total offering expenses set forth in the "Use of Proceeds" section of this Offering Circular.

All funds received by wire transfer will be made available immediately while funds transferred by ACH will be restricted for a minimum of three days to clear the banking system prior to deposit into an account at the Escrow Agent. Subscriptions via credit card will be processed by Prime Trust. The Company estimates that processing fees for credit card subscriptions will be approximately 3.75% of total funds invested per transaction. The Company intends to pay these fees on behalf of investors. Investors should note that processing of checks and credit cards by financial institutions has been impacted by restrictions on businesses due to the coronavirus pandemic. Delays in the processing and closing of subscriptions paid by check may occur, and credit card processing fees may fluctuate.

The Company and the selling shareholders maintain the right to accept or reject subscriptions in whole or in part, for any reason or for no reason, including, but not limited to, in the event that an investor fails to provide all necessary information, even after further requests, in the event an investor fails to provide requested follow up information to complete background checks or fails background checks, and in the event the Offering is oversubscribed in excess of the maximum offering amount.

In the interest of allowing interested investors as much time as possible to complete the paperwork associated with a subscription, there is no maximum period of time to decide whether to accept or reject a subscription. If a subscription is rejected, funds will not be accepted by wire transfer or ACH, and payments made by debit card or check will be returned to subscribers within 30 days of such rejection without deduction or interest. Upon acceptance of a subscription, the Company will send a confirmation of such acceptance to the subscriber.

Upon confirmation that an investor's funds have cleared, the Company and the selling shareholders will instruct the Transfer Agent to issue shares to the investor, or transfer such shares, in the case of shares sold by the selling shareholders. The Transfer Agent will notify an investor when shares are ready to be issued or transferred and the Transfer Agent has set up an account for the investor.

Escrow Agent

Following qualification, the Company will enter into an Escrow Services Agreement with Prime Trust, LLC (the "Escrow Agent"). Investor funds will be held in an account by the Escrow Agent pending closing or termination of the Offering. While funds are held the escrow account and prior to a closing of the sale of shares in bona fide transactions that are fully paid and cleared, (i) the escrow account and escrowed funds will be held for the benefit of the investors, (ii) the neither the Company nor any selling security holder is entitled to any funds received into the escrow account, and (iii) no amounts deposited into the escrow account shall become the property of company, any selling shareholder or any other entity, or be subject to any debts, liens or encumbrances of any kind of the Company, any selling shareholder or any other entity. No interest shall be paid on balances in the escrow account.

The Escrow Agent has not investigated the desirability or advisability of investment in the shares nor approved, endorsed or passed upon the merits of purchasing the securities.

Transfer Agent

The Company has also engaged Computershare Inc., a Delaware corporation and a registered transfer agent with the Commission, who will serve as transfer agent to maintain shareholder information on a book-entry basis. There are no set up costs for this service, and fees for this service will be limited to secondary market activity.

Perks

To encourage participation in this Offering, the Company is providing perks for all investors in the Offering. The Company is of the opinion that these perks do not alter the sales price or cost basis of the securities in this Offering. Instead, the perks are intended as a "thank you" to investors that help the Company achieve its mission. However, it is recommended that investors consult a tax professional to fully understand any tax implications of receiving any perks before investing.

All investors in this Offering will receive a "care package" from Starco Brands containing the following products (in the following quantities):

- *Breathe* Multi Purpose Cleaner (1)
- *Breathe* Bathroom Cleaner (1)
- *Breathe* Stainless Steel Cleaner (1)
- *Breathe* Furniture Polish (1)
- *Breathe* Hand Sanitizer, 5oz (1)
- *Breathe* Hand Sanitizer, 1oz (1)
- Winona Popcorn Spray (1)
- Honu Sunscreen, 5oz (1)

The estimated retail value of the care package is $50.00.

Investors will earn the perk once they have fully completed their investment and once it has been accepted by the Company. The Company will mail the care package to the investor at the Company's own expense at the address provided to the Company by the investor in its subscription documents.

The Company reserves the right to change the terms and conditions of Investor Perks at any time. The Company also reserves the right to adjust the products in the "care package" described above at any time without further notice.

Provisions of Note in Our Subscription Agreement

Jury Trial Waiver

The subscription agreement provides that subscribers waive the right to a jury trial of any claim they may have against us arising out of or relating to the agreement, including any claim under federal securities laws. By signing the subscription agreement an investor will warrant that the investor has reviewed this waiver with the investor's legal counsel, and knowingly and voluntarily waives his or her jury trial rights following consultation with the investor's legal counsel. If we opposed a jury trial demand based on the waiver, a court would determine whether the waiver was enforceable given the facts and circumstances of that case in accordance with applicable case law. In addition, by agreeing to the provision, subscribers will not be deemed to have waived the Company's compliance with the federal securities laws and the rules and regulations promulgated thereunder.

Forum Selection Provisions

The subscription agreement that investors will execute in connection with the offering includes a forum selection provision that requires any claims against the Company based on the agreement to be brought in a state or federal court of competent jurisdiction in the State of Nevada, for the purpose of any suit, action or other proceeding arising out of or based upon the agreement. Although we believe the provision benefits us by providing increased consistency in the application of Nevada law in the types of lawsuits to which it applies and in limiting our litigation costs, to the extent it is enforceable, the forum selection provision may limit investors' ability to bring claims in judicial forums that they find favorable to such disputes and may discourage lawsuits with respect to such claims. The Company has adopted the provision to limit the time and expense incurred by its management to challenge any such claims. As a company with a small management team, this provision allows its officers to not lose a significant amount of time travelling to any particular forum so they may continue to focus on operations of the Company. Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. We believe that the exclusive forum provision applies to claims arising under the Securities Act, but there is uncertainty as to whether a court would enforce such a provision in this context. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. As a result, the exclusive forum provision will not apply to suits brought to enforce any duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. Investors will not be deemed to have waived the Company's compliance with the federal securities laws and the rules and regulations thereunder.

USE OF PROCEEDS TO ISSUER

The maximum gross proceeds the Company may receive from the sale of Common Stock in this Offering is $40,000,000 from the sale of Common Stock.

Assuming a maximum raise of $40,000,000, the net proceeds to the issuer from this Offering will be approximately $37,060,000, after deducting the estimated offering expenses of approximately $2,940,000 consisting of marketing, legal, accounting, EDGARization, and other fees and expenses incurred in connection with this Offering.

Assuming a raise of $30,000,000 (representing 75% of the maximum offering amount), the net proceeds to the issuer from this Offering will be approximately $27,713,000 after deducting the estimated offering expenses of approximately $2,287,000 consisting of marketing, legal, accounting, EDGARization, and other fees and expenses incurred in connection with this Offering.

Assuming a raise of $20,000,000 (representing 50% of the maximum offering amount), the net proceeds to the issuer from this Offering will be approximately $18,367,000 after deducting the estimated offering expenses of approximately $1,633,000, consisting of marketing, legal, accounting, EDGARization, and other fees and expenses incurred in connection with this Offering.

Assuming a raise of $11,250,000 (representing 25% of the maximum offering amount), the net proceeds to the issuer from this Offering will be approximately $10,270,000, after deducting the estimated offering expenses of approximately $980,000 consisting of marketing, legal, accounting, EDGARization, and other fees and expenses incurred in connection with this Offering.

Please see the table below for a summary of our intended use of the proceeds from this Offering:

Use of Proceeds	**Percentage of Offering Sold**			
	25%	**50%**	**75%**	**100%**
Sales & Marketing	$ 4,200,000	$ 6,600,000	$ 8,700,000	$ 12,900,000
Equipment & Tooling	$ 2,400,000	$ 4,800,000	$ 8,000,000	$ 8,000,000
Acquisitions	$ 0	$ 2,500,000	$ 5,500,000	$ 10,000,000
Product Development	$ 600,000	$ 1,000,000	$ 2,000,000	$ 2,000,000
General Corporate (1)	$ 3,070,000	$ 3.467,000	$ 3,513,000	$ 4,660,000
Offering Expenses	$ 980,000	$ 1,633,000	$ 2,287,000	$ 2,940,000
TOTAL	$ 11,250,000	$ 20,000,000	$ 30,000,000	$ 40,000,000

Because this Offering is a "best efforts" offering, we may close this Offering without sufficient funds for all the intended purposes set out above, or even to cover the costs of this Offering.

The Company reserves the right to change the above use of proceeds if management believes it is in the best interests of the Company.

THE COMPANY'S BUSINESS

Overview

Starco Brands, Inc.'s mission is to create behavior-changing products and brands. Our core competency is inventing brands, marketing, building trends, pushing awareness and social marketing. Starco Brands generates revenues from royalties on product sales of its own in-house brands that it has created, as well as from providing marketing services to other companies. The Company's ultimate goal is to become a leading brand owner and third-party marketer of cutting-edge technologies in the consumer marketplace.

Organizational History

Starco Brands, Inc. (formerly Insynergy Products, Inc.) was incorporated in the State of Nevada on January 26, 2010. The business of the Company initially was to engage in "Direct Response" marketing of consumer products - a type of marketing designed to elicit an instant response by encouraging prospects to take a specific action - with the goal of producing sales through television and/or retail. On July 12, 2017, the Company entered into a licensing agreement with The Starco Group (the "Licensing Agreement"), pursuant to which the Company licenses to The Starco Group the right to manufacture and sell certain of the Company's products. In connection with the Company's entry into the Licensing Agreement, the Company pivoted away from Direct Response marketing to pursue a new strategic marketing plan involving commercializing behavior-changing products manufactured by The Starco Group with the intent to sell them through brick and mortar retailers as well as through online retailers. On September 7, 2017 the Company filed an Amendment to its Articles of Incorporation to change its name to Starco Brands, Inc. in an effort to better align the Company's name with its current and anticipated business operations.

Principal Products and Services

The Company generates revenues through the sale of its own products and through providing brand-building and marketing services for other companies' products. The Company currently generates revenues approximately evenly from both its products and service offerings, but expects its product offerings to be the majority of the Company's revenue in the future.

Products

Breathe™

The Company launched its first product line called *Breathe™* in August 2017. *Breathe* is an environmentally-friendly line of household cleaning aerosol products. It is the world's first aerosol household cleaning line to be approved by the EPA's Safer Choice program. This product line, which includes a furniture polish, stainless steel polish, bathroom cleaner, and multi-purpose cleaner, is biodegradable and is propelled by nitrogen, which makes up approximately 80% of the earth's breathable air. *Breathe* was named Partner of the Year by the EPA's Safer Choice Program for 2018.

The Company also launched a new product under the *Breathe* product line in April 2020 – the *Breathe* Hand Sanitizer Spray. The product was created and a patent application was filed by Alim Enterprises, LLC ("Alim Enterprises"), an entity owned by Ross Sklar, the Chief Executive Officer of the Company. The product was developed as a result of supply chains collapsing during the COVID-19 outbreak and increased demand for hand sanitizers. The traditional packaging components used in manufacturing hand sanitizer became very difficult to procure. Due to the outbreak of coronavirus many traditional component supply chains became overly stressed and companies could not source enough bottles and caps for sanitizer products. Through Alim Enterprises, the concept of a spray hand sanitizer was invented. Alim Enterprises filed a patent application on the first ever aerosol spray hand sanitizer with 75% alcohol solution that utilizes only compressed air and nitrogen as the product's propellant. Alim Enterprises and its intellectual property counsel believe the product is novel and warrants a utility patent. On June 4, 2020, Starco Brands, Inc. approved a Memorandum of Understanding (the "MOU") by and between the Company, Alim Enterprises, and The Starco Group in connection with the development and licensing of the *Breathe* Hand Sanitizer Spray. Alim Enterprises, the owner of the patent application for the technology behind the *Breathe* Hand Sanitizer Spray (which is a nitrogen propelled aerosol sanitizer spray technology) agreed to license to Starco Brands the right to utilize the technology under Alim Enterprises' patent application to manufacture and sell the Breathe Hand Sanitizer Spray pursuant to Starco Brands' Licensing Agreement with TSG. In exchange, Alim Enterprises is entitled to receive a license fee equal to a single-digit percentage of the gross sales of the *Breathe* Hand Sanitizer Spray, minus unit returns of the products, discounts, allowances, freight, applicable taxes and other expenses, which will be part of the cost of goods sold for each unit of *Breathe* Hand Sanitizer Spray sold. The Company will receive the same royalty the Company receives pursuant to the Licensing Agreement on the sold units of the *Breathe* Hand Sanitizer Spray, and TSG will receive a 25% gross margin for manufacturing each unit sold. (The MOU also contemplated sales of a *Breathe* Hand Sanitizer Gel, which is a planned product that has not yet been launched by the Company.) In addition, pursuant to the MOU, Alim Enterprises stated that it was willing to transfer the patent application to Starco Brands as additional consideration for Starco Brands' services outlined above, but did not specify the timing of such transfer, which was at the discretion of Alim Enterprises. On February 8, 2021, Alim Enterprises assigned the patent application to Starco Brands. A filing was made by Alim Enterprises with the USPTO to record the assignment of the patent application to the Company on February 8, 2021 and the assignment of the patent application from Alim Enterprises to the Company was recorded by the USPTO on the same date. The assignment was made pursuant to the MOU, and neither Alim Enterprises nor the Company entered into any subsequent agreement relating to the assignment of this patent application to the Company. *See* the subsection entitled "Intellectual Property" below for information on patent application.

Honu™

The Company launched *Honu™*, its first product line in personal care, in 2018. The Company's sole product for sale under the *Honu* brand is *Honu* Spray Sunscreen, which was initially launched in 1,700 Walmart locations. *Honu* Spray Sunscreen is a reef friendly and family safe SPF 50 sunscreen with 80 minutes of water resistance that comes with a patented "spray wand" to spray hard-to-reach spots. The spray wand is patented and owned by an unrelated third party that Starco Brands has an informal agreement with to utilize and sell the spray wand in its products, in exchange for a 50/50 split on all royalty revenue earned by products sold with the spray wand. (*See* the subsection entitled "Intellectual Property" below for information on this licensed patent). *Honu* Spray Sunscreen won the 2019 Consumer Survey Product Innovation "Product of Year" award for skin care, which is the largest consumer voted award for product innovation, voted on by 40,000 consumers. The Company anticipates adding additional product offerings under the *Honu* brand Q3 2022.

Future Product Offerings of Starco Brands

Starco Brands plans to increase its aerosol-based product offerings in various categories in the future, including personal care, food, alcohol, and personal care products. Each of these products, once launched, will be manufactured and sold pursuant to the Licensing Agreement with TSG. As these brands and products are still in development, they are subject to change. There is no guarantee that the Company will launch these brands and/or products under the timelines stated above, or at all. Future product offerings that are currently in development are as follows:

Whipshots

The Company intends to launch a product line consisting of alcohol-infused, whipped-cream aerosols, under the brand name "Whipshots". The Company has manufactured product samples as a proof-of-concept for this product line, and intends to launch these products under the *Whipshots* brand in Q4 2021.

Goldie Cakes

The Company intends to launch a product line consisting of aerosol-based, sprayable pancake batter, under the brand name “Goldie Cakes”. The Company has manufactured product samples as a proof-of-concept for this product line, and intends to launch these products under the *Goldie Cakes* brand in Q3 2022. The Company also intends on launching Goldie Cakes cupcakes after the pancake line has been commercialized.

Marketing Services

Starco Brands is the marketer of record for Sklar Holdings, Inc.’s DBA The Starco Group “Betterbilt Chemicals' & Kleen-Out’s Sulfuric Acid Drain Opener” product and Winona Pure Inc.’s “Pure Popcorn Butter Oil” popcorn spray. The Company provides marketing services to these companies for these specific products on an as-needed basis, pursuant to the terms of the Company’s marketing & sales license agreements with each of these companies (each, a “Marketing Agreement”) entered into by Starco Brands and each of these entities on April 1, 2018.

Pursuant to these Marketing Agreements, Winona Pure Inc. and Sklar Holdings, Inc. engage the Company to market and sell certain of their products under their respective brand names (i.e. the “Betterbilt Chemicals' & Kleen-Out’s Sulfuric Acid Drain Opener” and the “Pure Popcorn Butter Oil” popcorn spray) on an exclusive worldwide basis. In return, the Company receives a royalty of twenty five cents ($0.25) per unit sold.

The services Starco Brands provides in this capacity include graphic design, content development, social-media marketing, website design, labelling, and content creation for advertisements. Starco Brands utilizes both the skills of its executive officers, as well as its marketing, strategy, and media partners to provide these services to its clients. (*See* “Marketing & Sales” below for a description of these partners of the Company and the services they provide.)

The Marketing Agreements each expire on December 31, 2028, unless earlier terminated by the parties. Each Marketing Agreement may be terminated at any time upon mutual written consent of the parties. Upon termination, Starco Brands will have the right to sell any product remaining in its possession that it was engaged to market and sell, for which it will continue to receive the $0.25 per unit sold of such products. Copies of the Marketing Agreement between the Company and Winona Pure Inc. and Sklar Holdings, Inc. are filed as Exhibits 6.8 and 6.9, respectively, to the offering statement of which this Offering Circular forms a part.

Starco Brands has successfully assisted these companies’ entry into Walmart, and each of these products are now available in all Walmart stores. Through the Company’s relationship with its marketing partner, Deutsch, Inc., and with TSG, the Company launched a new label for the product’s packaging in June 2019 for Winona’s popcorn spray throughout all Walmart stores. The Company also launched Winona’s popcorn spray on Amazon through our strategic partner Pattern (formerly iServe), which is a shareholder in Starco Brands, Inc. Recently, the Company also secured distribution for Winona Popcorn Spray in all H-E-B Grocery Company stores, a supermarket chain based in San Antonio, Texas, with more than 340 stores throughout the U.S. state of Texas.

Market

In 2019, the global household cleaners market was valued at about $30 billion, according to market data published by Statista in an April 2020 publication titled “Household cleaners market value worldwide from 2017 to 2025”. According to this publication, the value of this specific market has been expanding in recent years and is projected to keep growing, reaching roughly 40 billion U.S. dollars by 2025. The global hand sanitizer market size valued at approximately 2.7 billion in 2019 and is expected to grow at a compound annual growth rate (CAGR) of 22.6% from 2020 to 2027, according to a Market Analysis Report published by Grand View Research in April 2020. The recent COVID-19 pandemic at the beginning of 2020 has spurred the market for hand sanitizer. In the United States alone, revenues in the Hand Sanitizer segment has amounted to approximately $400 million in 2020. The Company believes these figures represent ample opportunity for the Company’s *Breathe* product line to make sales and gain a greater share of this market.

According to a July 2020 report from ReportLinker titled "Global Sun Care Products Industry", the suncare market is poised to reach over US$12.6 Billion by the year 2025. The United States is also expected maintain a 5.6% growth momentum in the suncare market during this same period. The Company believes this data shows that there will be continued and increasing demand for suncare products, which the Company hopes to capitalize on with its *Honu* brand products.

The target demographic for Starco Brands’ products varies depending on the product and/or brand.*For Breathe*, the Company targets a demographic of primarily females, aged 20 to 60 that are environmentally conscious. *For Honu*, the Company targets both males and females, ages 18 and up, that engage in sporting, camping, and other outdoor activities.

Marketing & Sales

The Company markets its products in a number of ways. TSG sells to many retailers across the country, and our relationship with TSG provides us access to a large sales network and distribution footprint, granting us significant opportunity to capitalize on this network to generate product sales. Additionally, our media partner, Hearst Magazine Media, Inc., a division of Hearst Media Solutions, markets our products throughout their platforms, which include print, digital, social and more, providing significant reach for our marketing efforts. Deutsch L.A., Inc. (“Deutsch”), an internationally-recognized advertising agency with clients including Taco Bell, Dr. Pepper, Siemens, Reebok, and Nintendo, is a marketing partner of the Company, which assists us in creating effective marketing campaigns to successfully launch our products and the products of our client-companies. The Company also utilizes it strategic partner, Pattern Inc. (formerly iServe) (“Pattern”) for ecommerce intelligence, sales optimization, and marketplace management for both Starco Brands’ products and the products of our company-clients. The Company also utilizes it strategic partner, Pattern Inc. (formerly iServe) (“Pattern”) for ecommerce intelligence, sales optimization, and marketplace management for both Starco Brands’ products and the products of our company-clients.

Agreements with our Marketing & Strategy Partners

Deutsch. Pursuant to a services agreement with Deutsch, the Company agreed to issue 4,500,000 shares of Common Stock of the Company to Deutsch in exchange for Deutsch to act as “Agency of Record” for all brands launched by the Company, in which capacity it will provide the following services for such brands:

- Account services and coordination;
- Development of brand assets, including videos, social media templates, product shoots, and other advertising materials; and
- Coordination of consumer and market research.

The term of this agreement expired June 28, 2021. Nonetheless, Deutsch has continued to provide the services to the Company described above subsequent to the expiration date of the agreement.

Pattern. Pursuant to a services agreement with Pattern, the Company agreed to issue 2,500,000 shares of Common Stock of the Company to Pattern in exchange for Pattern to provide services to the Company relating to the Company’s products available on Amazon, such as:

- Search engine optimization (to drive the sales of the Company’s products on Amazon.)
- Amazon content management
- Amazon listing management
- Advertising management
- Product feedback management on Amazon

The term of this agreement expires February 20, 2022.

Agreements with Hearst Magazines Media, Inc.

On April 24, 2020 and October 15, 2020, the Company and Hearst Magazine Media, Inc. ("Hearst") entered into two License Agreements (each, a "Hearst License Agreement", and collectively, the "Hearst License Agreements"). Hearst is one of the world's largest publishers of magazine media across all platforms, with more than 300 editions and 240 websites around the world, including more than 25 titles in the U.S.

Pursuant to these Hearst License Agreements, Hearst granted the Company a non-exclusive, non-transferable license to use certain logos, channels and trademarks owned by Hearst in connection with certain of the Company's products. As part of the Licensing Agreements, Hearst agreed to work collaboratively with the Company to market the Company's products subject to the Hearst License Agreements across Hearst's media channels. Hearst has agreed to use its best efforts to provide marketing services to the Company in connection with these products pursuant to the Hearst License Agreements, including, but not limited to:

- mentions of Starco Brands' products in one or more Hearst Magazine publications;
- print ads in one or more Hearst Magazine publications;
- editorial mentions of the Company's products in articles on Hearst Magazine websites; and
- Digital/Social Media posts on and integrated into Hearst Magazine-owned websites and social media channels to promote Starco Brands' products.

In return, the Company has agreed to pay Hearst a low-single-digit percentage of all sales of the Company's products listed in the Hearst License Agreements, with minimum guaranteed payments to Hearst made in each year of the contract, and minimum sales that the Company must achieve in each year that the Hearst License Agreements are in effect. If the Company does not meet these sales quotas and does not pay these minimum guarantees to Hearst, Hearst has the right to terminate the Hearst License Agreement(s).

Pursuant to the Hearst License Agreements, the Company agreed that the products subject to these Hearst License Agreements must be of a high standard of style, quality and appearance, and agreed that, prior to their initial use, Hearst must approve the use by the Company of any Hearst logos, trademarks, etc. in connection with the Company's products. Such approval will only be granted after Hearst's receipt of samples of the products of the Company subject to the Hearst License Agreements. The Company also agreed that Hearst has the right to allow third-parties to market the Company's products on Hearst's behalf. In addition, the Company agreed not to enter into any similar license arrangements with any competitors of Hearst. The Company is obligated to provide, within sixty (60) days of the commencement of each year of that the Hearst License Agreements are in effect, an annual marketing summary for the Company's products that are subject to the Hearst License Agreements that includes, among other items, copies of sales materials used throughout the year by the Company, proposed new product releases, and customer lists for the Company's products. The Company is also required to indemnify Hearst from and against any claims, liabilities, or other losses that arise in connection with the Hearst License Agreements, as well as to maintain certain insurances during the term of the Hearst License Agreements, and for a period of five (5) years thereafter.

As to the products of the Company that are subject to the Hearst License Agreements, Hearst acknowledges and agrees that the License Agreements shall not confer any right, title, or interest related to the Company's products to Hearst.

The initial term of the Hearst License Agreement executed April 24, 2020 expires December 31, 2022. The initial term of the Hearst License Agreement executed October 15, 2020 expires on June 30, 2022. Each of the Hearst License Agreements will automatically renew for two (2) years if the Company has performed all of its obligations under the agreement.

Customers

On the products side of our business, we consider our customers to be the retailers & wholesalers that sell our products. As of the date of this Offering Circular, Starco Brands' products are currently available in Home Depot, Lowes, Wakefern, Wegmans, Macy, UNFI, KeHe, Walmart, Dollar General, Harris Teeter, and Smart & Final. For our marketing services, any company in the consumer-packaged goods industry is a potential client. As of the date of this Offering Circular, our clients include Sklar Holdings, Inc. and Winona Pure Inc., for which we act as a marketer of record for certain of these companies' products.

Competition

The Company faces competition from large corporations that are dominant players in the product categories we operate in, as well as companies in the consumer-packaged goods industry as a whole, such as S.C. Johnson & Son, Johnson & Johnson, Reckitt Benckiser, and Edgewell. The Company also faces competition from other companies that specialize in marketing and branding of consumer-packaged goods' products.

We believe our competitive strength lies in our cutting-edge, award winning, differentiating IP portfolio, which we are able to effectively leverage through our cutting-edge branding techniques geared towards our target demographics for our various product lines, which we believe the larger, more established consumer-packaged goods companies are not as effective at targeting and accessing. Additionally, due to our manufacturing relationship with TSG, our prices are extremely competitive, and our partners in media (Hearst Magazines), marketing (Deutsch), and strategy (Pattern) allow us to garner wide exposure at a very low cost, resulting in low overhead and allowing our profits to be reinvested into further strengthening our IP portfolio and branding efforts.

Competition faced by our specific products and services are outlined below.

Breathe^{TM} – The Company faces competition from other companies marketing sustainable, environmentally-safe cleaning products, such as Seventh Generation and Mrs. Myers. These companies, however, do not make aerosol-based cleaning products as we do. As such, we consider companies that produce aerosol-based cleaners as our more direct competitors, such as S. C. Johnson & Son and Clorox.

Honu^{TM} – The Company faces competition from other companies offering sunscreen for active lifestyles, such as including Sun Bum and Coppertone Sport, each of which also have aerosol-based sunscreen products.

Marketing Services

For our marketing services, we compete with other mid-market advertising and marketing agencies work in brand strategy, such as Rule29, GKV, and Acnhour. However, the Company is not aware of any other marketing agencies that can provide the sales services we can provide through our relationship with TSG, giving our client-companies access to the manufacturing capability and sales network of TSG that we have access to through the Licensing Agreement with TSG. We believe this makes the Company uniquely competitive against other companies offering similar marketing services that are limited to those services only, which is how the vast majority, if not all, other similar marketing agencies operate.

Seasonality

Customer orders for our sun care products are highly seasonal, which has historically resulted in higher sun care sales to retailers during the late winter through mid-summer months.

Manufacturers and Suppliers

The Starco Group ("TSG") produces all of the Company's products pursuant to the Licensing Agreement in place between the Company and TSG. TSG is predominantly an aerosol and liquid-fill private label manufacturer that manufactures products in DIY/hardware, paints, coatings and adhesives, household, hair care, disinfectants, automotive, motorcycle, arts & crafts, personal care cosmetics, personal care FDA, sun care, food, cooking oils, beverage and spirits.

The Company's Chief Executive Officer is also the interim Chief Financial Officer, and 100% owner of TSG. The Company's Executive Vice President is also the Executive Vice President and a member of the board of directors of TSG. As such, TSG is a close affiliate of the Company.

The Company is able to obtain product manufacturing at a very favorable price point due to its close relationship with TSG. TSG owns infrastructure and cross-category manufacturing plants across the country. Under the Licensing Agreement, TSG is only allowed to earn a 25% gross margin on retail sales of the Company's products (at wholesale prices). TSG pays the Company the difference between its costs and the wholesale price as a royalty. The Company receives this royalty revenue as sales are made. TSG owns and pays for all of its needed infrastructure.

Licensing Agreement with The Starco Group

With the exception of the Breathe Hand Sanitizer Spray (as described below), all of the Company's products are manufactured and sold by TSG pursuant to the terms of the Licensing Agreement between the Company and TSG dated July 2, 2017. Pursuant to this agreement, TSG pays the Company a royalty based on TSG's "Net Unit Sales" of the products sold by TSG pursuant to the Licensing Agreement – i.e. the gross invoiced unit sales of the product minus TSG's unit returns of products, discounts, allowances, freight, applicable taxes and other expenses mutually agreed to between the Company and TSG from time to time. TSG earns a 25% gross margin on its cost of goods, and the delta between TSG's cost, including the 25% margin, and the Net Unit Sales is the royalty paid to the Company. For example, TSG manufactures one of the Company's products for $1.00, and adds its gross margin of 25%, which comes out to a selling price of $1.33. TSG then sells that product to a retailer for a gross sale price which, after discounts and deductions, results in a Net Unit Sales price of $2.00. The difference between the $2.00 Net Unit Sales price and the $1.33 of cost plus margin to TSG is $0.67, and this amount is the royalty paid to the Company.

For more information on the Company's relationship with TSG, see "Interest Of Management And Others In Certain Transactions"

Special Manufacturing Requirements for the Breathe Hand Sanitizer Spray

The *Breathe* Hand Sanitizer Spray is manufactured by BOV Solutions, a manufacturer that is under common ownership with TSG that is an at scale FDA, CFR210/211 manufacturer of aerosol and OTC products. The *Breathe* Hand Sanitizer Spray can only be made in a facility that passes an audit to manufacture products under the FDA's Code of Federal Regulations (CFR) with respect to manufacturing practices for "Finished Pharmaceuticals" and for "Processing, Packing, Or Holding Of Drugs" (21CFR Parts 210 and 211). However, since Starco Brands does not manufacture its own products, such manufacturing rules and regulations do not apply directly to Starco Brands.

Source and Availability of Raw Materials

Although we own (or license, as applicable) the formulas for the*Honu* and *Breathe* product lines, TSG handles all raw material and component sourcing for the manufacturing of our products. TSG sources raw materials from some of the largest chemical manufacturers and distributors in the United States.

There may be fluctuations in the availability of certain of the materials TSG obtains due to high demand from our competitors. If TSG is unable to obtain these materials for any reason in the necessary quantities or at a reasonable price, we be unable to fulfill customer orders and our business could be materially harmed.

Distribution

All distribution of Starco Brand's products is handled by TSG. TSG acts a vendor of record for the Company – it is authorized to offer and sell our products to retailers. This arrangement is beneficial to our Company, as TSG has established relationships and vendor numbers with retailers across the United States and the insurances that are required to sell at scale.

The Company does not enter into agreements directly with retailers for the sale of its products – rather, TSG receives purchase orders for our products from retailers, and fulfils those purchase orders, for which TSG must pay the Company a royalty pursuant to the terms of Licensing Agreement. The purchase orders received by TSG are singular in nature, obligating the TSG to provide a certain amount of product in exchange for a certain purchase price as set forth in the applicable purchase order. For many customers, TSG offers a discount (which varies, but with a maximum of 2%) if customers pay within the first ten (10) days of receipt of an invoice from TSG for the delivery of the products pursuant to a purchase order. Customers may generally cancel or reschedule orders without penalty, and delivery schedules requested by customers in their purchase orders frequently vary based upon each customer's particular needs. Additionally, shipments to customers may be delayed due to inventory constraints. None of these purchase orders obligate the purchaser to make future purchases, and do not guarantee any future revenue to TSG.

Pursuant to the Licensing Agreement, TSG earns a 25% gross margin. Once it sells the product to a retailer at a wholesale price, TSG pays the Company the difference between its costs and the net wholesale price as a royalty. The Company derives royalty revenue and TSG owns and pays for all of its needed infrastructure.

Distribution information on our specific brand and product offerings is detailed below:

Breathe^{TM}. The *Breathe* line is predominantly available in 300 to 400 stores serviced through Unified Natural Foods, a North American food wholesaler ("UNFI") as well as in almost 500 Home Depots and all Lowes locations through Central Garden Excel ("Central"), one of the largest distributors to the DIY/hardware retail channel.

Central will be handling all of the Company's distribution of the *Breathe* product line to Home Depot and Lowes. *Breathe* is also now available on Amazon. *Breathe* is currently being presented to a number of other national retailers in the United States.

The *Breathe*™. Hand Sanitizer is being sold in TSG's existing distribution footprint in the United States. The Company launched the product on April 20, 2020 with Dollar General, which distributed the product in each of its 15,000 stores. *Breathe*®. Hand Sanitizer product is also now available in Wegmans, HLA and J Winkler, the Home Depot, Lowes, American Pharmacy, AutoZone, The Farm Shop, Harris Teeter, UNFI, Kehe, Macys, Smart & Final, Weeks and a few other retailers. The product comes in three sizes, 1oz., 5oz., and 9.5oz. sprays and is available directly on the Company's website www.breathesanitizer.com and on Amazon and Walmart.com.

Honu™. The *Honu* sunscreen spray was launched in 2018 in 1,700 Walmart stores. Distribution was held back after our initial launch of this product, as we have to add more products to *Honu* to build out a complete line for additional traction with retailers.

As described above, the Company does not contract directly with any of the retailers listed above. Rather, TSG receives purchase orders from these retailers in its capacity as a vendor of record for the Company, the general terms of which are described above. While the Company depends on the receipt by TSG of additional purchase orders for its products to continue to generate revenues via the Licensing Agreement, the Company does not depend on any single retailer or purchase order received by TSG in particular for its business.

Employees

The Company currently has no full-time employees. The Company uses independent contractors from time to time on an as-needed basis.

Government Regulation

We are subject to labor and employment laws, laws governing advertising and promotions, privacy laws, safety regulations, consumer protection regulations and other laws that regulate and govern the promotion and sale of merchandise. We monitor changes in these laws and believe that we are in material compliance with applicable laws.

With respect to certain of our products (such as *Breathe* Hand Sanitizer Spray), we are subject to regulation by the United States Food and Drug Administration ("FDA"), and are required to comply with certain testing and communications requirements. For example, we are responsible for the veracity of any efficacy claims we make about the *Breathe* Hand Sanitizer products, and certain product-testing processes as mandated by the FDA in order for us to make such efficacy claims about our products *Breathe* Hand Sanitizer has undergone ASTM E2315 - 16 testing, which is the "Standard Guide for Assessment of Antimicrobial Activity Using a Time-Kill Procedure" and ASTM E1052 - 20 testing, which is the "Standard Practice to Assess the Activity of Microbicides against Viruses in Suspension" to verify the efficacy claims made by Starco Brands about the product.

Since the Company does not manufacture its own products, rules and regulations related to manufacturing practices for its products do not directly apply to the Company. The production of certain of Starco Brands' products is subject to certain regulations promulgated by the FDA. The *Breathe* Hand Sanitizer Spray can only be made in a facility that passes an audit to manufacture products under the FDA's Code of Federal Regulations (CFR) with respect to manufacturing practices for "Finished Pharmaceuticals" and for "Processing, Packing, Or Holding Of Drugs" (21CFR Parts 210 and 211). However, since Starco Brands does not manufacture its own products, such manufacturing rules and regulations do not apply directly to Starco Brands.

Intellectual Property

Trademarks

The Company has been granted trademarks for both "*Breathe"* and "*Honu"* by the United States Patent and Trade Office, as well as one other trademarks related to the *Breathe* product line.

Trademark Type	Name	Registration Number	Registration Date
Character Mark	BREATHSAFE TECHNOLOGY	5525012	2018-07-24
Character Mark	HONU	5704505	2019-03-19
Word Mark	BREATHE	5292682	2017-09-19

Patents

The Company does not own any issued patents. The Company owns a patent application (related to the *Breathe* hand sanitizer spray) and licenses a patent (for the *Honu* Spray Wand). These patents and the agreements the Company has entered into related to these patents are described below.

Type	Patent Name	ID Number	Status	Expiration Date
Patent Application (Utility) (Non-Provisional)	Not Yet Granted (Related to *Breathe* Hand Sanitizer)	Not Available	Pending (Filed May 2020)	20 years from the Filing Date (once granted)
Patent (Utility Patent)	Spray Device	US 9,221,595 B2	Granted (December 29, 2015)	April 9, 2030

- *Honu* Spray Wand - Patent License: The Company licenses the patent for the *Honu* "Spray Wand" used in its *Honu* sunscreen spray product pursuant to an informal agreement with an unrelated third party. Pursuant to this agreement, Starco Brands was granted the right to utilize the spray wand in its products in exchange for payment to the owner of the patent of 50% of the royalties received by Starco Brands generated from sales of those products utilizing this Spray Wand. Starco Brands and this third party agreed to these terms in April 2018. The parties to this agreement did not specify a term of license agreement, nor did they specify any termination terms. Starco Brands believes the term of the patent license has been granted in perpetuity for this patent, or until either party elects to terminate this agreement.
- *Breathe* Hand Sanitizer Spray – Patent Application License & Subsequent Assignment: The Company previously licensed the rights to a patent application for the nitrogen propelled aerosol hand sanitizer from the inventor of the technology, Alim Enterprises, LLC, pursuant to a Memorandum of Understanding ("MOU") by and between the Company, Alim Enterprises, LLC and The Starco Group, entered into on June 4, 2020 in connection with the development and licensing of the *Breathe* Hand Sanitizer Spray. Pursuant to this MOU, Alim Enterprises, LLC stated that it was "willing" to transfer the patent to Starco Brands, but did not specify the timing of such a transfer. On February 8, 2021, Alim Enterprises, LLC assigned the patent application to the Company. A filing was made by Alim Enterprises with the USPTO to record the assignment of the patent application to the Company on February 8, 2021 and such assignment of the patent application was recorded by the USPTO on the same date. The assignment was made pursuant to the MOU, and neither Alim Enterprises nor the Company entered into any subsequent agreement relating to the assignment of this patent application to the Company.

Acquisition Opportunities

We do not have any current plans to acquire the assets or operation of other entities, but we believe that opportunities may become available. Should there be an opportunity to

make an acquisition, our goal would be to ensure that the assets or operations to be acquired are a good fit, and the acquisition terms are in line with the benefits to the Company. Acquisitions would likely be in the form of cash and equity. The cash portion of any acquisition would likely come from obtaining financing from lenders or future equity financing rounds, neither of which have been identified. Such financing would require that the Company take on new expenses related to either the servicing of new debt or broker commission fees. Any equity used for an acquisition would come from issuing additional shares of the Company's stock in exchange for the stock of the acquired entity. The issuance of stock would likely occur in a transaction that is not registered with the Securities and Exchange Commission and could result in the dilution of the investors in the Offering. Additionally, investor consent would not be sought if the Company had sufficient authorized shares available.

Litigation

On April 3, 2018, the Board approved warrants, previously issued in 2017, to purchase 2,000,000 shares of Common Stock of the Company at an exercise price of $1.05 per share pursuant to the terms of a settlement and general release agreement with Carwash, LLC. The number of shares issuable pursuant to these warrants adjusts in the event of a stock split or reverse stock split. These warrants are still outstanding as of the date of this Offering Circular.

On February 18, 2020, the Company received a demand letter from a law firm representing certain individuals who purchased certain *Breathe* household cleaning products. The demand letter alleges that the Company has unlawfully, falsely and misleadingly labeled and marketed the *Breathe* brand of products to consumers in violation of the Consumer Products Safety Act, the Federal Hazardous Substance Act and the FTC Act as well as various California and New York laws. While the Company denied any wrongdoing, a settlement was reached and paid in full, with no further obligation required by the Company.

THE COMPANY'S PROPERTY

Starco Brands' principal offices are located at 250 26th Street, Suite 200, Santa Monica, California, 90402. Sklar Holdings, Inc., a company owned by Ross Sklar, our Chief Executive Officer, leases the offices at this location, and provides Starco Brands the right to use these offices without any rent obligation. The Company previously also rented offices in Burbank, California, but ceased renting those offices in November 2020.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

Starco Brands, Inc. (formerly Insynergy Products, Inc.) was incorporated in the State of Nevada on January 26, 2010. Starco Brands, Inc.'s mission is to create behavior-changing products and brands. Our core competency is inventing brands, marketing, building trends, pushing awareness and social marketing. Starco Brands generates revenues from product sales of its own in-house brands that it has created, as well as from providing marketing services to other companies. The Company's ultimate goal is to become a leading brand owner and third-party marketer of cutting-edge technologies in the consumer marketplace.

The initial business focus of Starco Brands (as Insynergy Products, Inc.) was to engage in "Direct Response" marketing of consumer products - a type of marketing designed to elicit an instant response by encouraging prospects to take a specific action - with the goal of producing sales through television and/or retail. On July 12, 2017, the Company entered into a licensing agreement with The Starco Group (the "Licensing Agreement"), pursuant to which the Company licenses to The Starco Group the right to manufacture and sell certain of the Company's products. In connection with the Company's entry into the Licensing Agreement, the Company pivoted away from Direct Response marketing to pursue a new strategic marketing plan involving commercializing behavior-changing products manufactured by The Starco Group with the intent to sell them through brick and mortar retailers as well as through online retailers. On September 7, 2017 the Company filed an Amendment to its Articles of Incorporation to change its name to Starco Brands, Inc. in an effort to better align the Company's name with its current and anticipated business operations.

Results of Operations

Three months ended June 30, 2021 compared to the three months ended June 30, 2020

Revenues

For the three months ended June 30, 2021, the Company recorded royalty revenues of $242,056 compared to $296,590 for the three months ended June 30, 2020, a decrease of $54,534, a percentage loss of 18%. The royalty rate that the Company is paid varies on a per product basis of wholesale sales of our branded and non-corporate owned licensed products. Revenues are from our marketing licensing agreements with TSG and other affiliated companies, for various products mentioned above. The decrease in the current period is primarily due to reductions in sales of our Breathe hand sanitizer and cleaning sprays, partially offset by growth in sales of Kleen-out and Winona Popcorn Spray.

Operating Expenses

For the three months ended June 30, 2021, compensation expense decreased $11,640, or -26% to $33,560 compared to $45,200 for the three months ended June 30, 2020.

For the three months ended June 30, 2021, the Company incurred $99,847 in professional fees compared to $27,473 for the six months ended June 30, 2020, an increase of $72,374. Professional fees are mainly for accounting, auditing and legal services associated with our quarterly filings as a public company and advisory and valuation services. The increase is primarily due to an increase in legal fees.

For the three months ended June 30, 2021, the Company incurred $137,621 in marketing, general and administrative expense as compared to $68,852 for the three months ended June 30, 2020, an increase of $68,769. The increase can be attributed to an increase in spending on marketing.

Other income and expense

For the three months ended June 30, 2021, we had total other expense of $11,794 compared to other income of $544 for the three months ended June 30, 2020. The increase in total other expense was largely a result of office sub lease income and gain on forgiveness of debt in the three months ended June 30, 2020 which did not reoccur in the corresponding period for 2021.

Net loss

For the three months ended June 30, 2021, the Company recorded a net loss of $40,766 as compared to a net gain of $155,609 in the prior year. Our increase in net loss is primarily the result of increased marketing and professional spending, in addition to the decline in revenue.

Six months ended June 30, 2021 compared to the six months ended June 30, 2020

Revenues

For the six months ended June 30, 2021, the Company recorded royalty revenues of $374,570 compared to $352,264 for the six months ended June 30, 2020, an increase of $22,306, a percentage gain of 6%. The increase in the current period is due to increases of sales of our Breathe cleaning sprays, Kleen-out, and Winona Popcorn Spray.

Operating Expenses

For the six months ended June 30, 2021, compensation expense decreased $13,930, or -15% to $77,793 compared to $91,723 for the six months ended June 30, 2020.

For the six months ended June 30, 2021, the Company incurred $110,402 in professional fees compared to $29,279 in the prior period, an increase of $81,123. Professional fees are mainly for accounting, auditing and legal services associated with our quarterly filings as a public company and advisory and valuation services. The increase is primarily due to an increase in legal fees.

For the six months ended June 30, 2021, the Company incurred $320,364 in marketing, general and administrative expense as compared to $106,499 for the six months ended June 30, 2020, an increase of $213,865. The increase can be attributed to an increase in spending on marketing.

Other income and expense

For the six months ended June 30, 2021, we had total other expense of $22,686 compared to $3,259 for the six months ended June 30, 2020. The increase in total other expense was largely a result of office sub lease income and gain on forgiveness of debt in the six months ended June 30, 2020 which did not reoccur in the corresponding period for 2021.

Net loss

For the six months ended June 30, 2021, the Company recorded a net loss of $156,675 as compared to a net gain of $121,504 in the prior year. Our increase in net loss is primarily the result of increased marketing and professional spending, partially offset by increased revenue.

Year ended December 31, 2020 compared to the year ended December 31, 2019

Revenues

For the year ended December 31, 2020, the Company recorded royalty revenues of $1,365,360 compared to $240,287 for the year ended December 31, 2019, an increase of $1,125,073 or 468.2%. The royalty rate that Starco Brands is paid varies on a per product basis of wholesale sales of our branded and non-corporate owned licensed products. Revenues are from our Licensing Agreement with The Starco Group and other affiliated companies, for various products mentioned above. The increase in the current period is due to an increase of sales of our Breathe household cleaning line and Winona Popcorn Spray, and to the launching and scaling of the new Breathe hand sanitizer spray. Future sales are not contractual or guaranteed and are dependent on continuing customer purchases of our products.

Operating Expenses

For the year ended December 31, 2020, compensation expense increased $2,212, or 1.2% to $185,537 compared to $183,325 for the year ended December 31, 2019.

For the year ended December 31, 2020, the Company incurred $145,416 in professional fees compared to $45,375 in the prior period, an increase of $100,041, or 220.5%. Professional fees are mainly for accounting, auditing and legal services associated with our quarterly filings as a public company and advisory and valuation services. The increase is primarily due to an increase in legal fees.

For the year ended December 31, 2020, the Company incurred $507,278 in marketing, general and administrative expense as compared to $159,365 for the year ended December 31, 2019, an increase of $347,913, or 218.3%. The increase can be attributed to an increase of spending on marketing.

Other income and expense

For the year ended December 31, 2020, we had total other income of $16,157 compared to $7,814 for the year ended December 31, 2019. For the year ended December 31, 2020, the Company recorded other income from subleasing its office space of $15,750 and a gain on extinguishment of debt of $37,580. This was offset by interest expense of $37,173. For the year ended December 31, 2019, the Company recorded other income from subleasing its office space of $21,000 and a gain on extinguishment of debt of $19,434. This was offset by interest expense of $32,620.

Net Income

For the year ended December 31, 2020, the Company recorded a net income of $543,286 as compared to a net loss of $139,964 in the prior year. The increase from the net loss to net income is primarily attributable to our increase in royalty revenue from our new *Breathe* hand sanitizer product, launched in April 2020, as well as increases in sales of our other *Breathe* products and the Winona & Kleenout-brand products. We believe the COVID-19 pandemic was a factor leading to increased sales of our *Breathe* products – but the Company expects that this increased demand for its products will continue for the duration of the pandemic, and beyond, due to shifts in consumer behavior influenced by the pandemic.

Liquidity and Capital Resources

As reflected in the accompanying unaudited financial statements, the Company has an accumulated deficit of $16,293,626 at June 30, 2021, primarily due to the issuance of stock for services when the Company reorganized in 2017 and 2018, and had a net loss of $156,675 and used net cash for operating activities of $477,852 for the six months ended June 30, 2021.

We used $42,392 in financing activities for the six months ended June 30, 2021, compared to $77,520 provided by financing activities during the six months ended June 30, 2020.

In the comparative period in 2020 the Company was operating at a net gain of $121,504 compared to the Company generating a net operating loss of $156,675 in 2021. Operating expenses include items such as compensation for two out of the four Board Members, marketing expenses, administrative costs, insurance, legal and other professional fees, compliance and website maintenance. No cash compensation has ever been paid to Ross Sklar, the CEO and Chairman of the Board.

Indebtedness

On January 24, 2020, the Company executed a promissory note for $100,000 with Ross Sklar, our CEO. The note bears interest at 4% per annum, compounded monthly, is unsecured and matures two years from the original date of issuance. On June 28, 2021 an additional $100,000 was advanced to the Company on the same terms.

Separation Agreements with former Directors

On June 13, 2021, Starco Brands, Inc. entered into Separation Agreements (the "Separation Agreements") with Sanford Lang ("Mr. Lang") and Martin Goldrod ("Mr. Goldrod") where effective as of June 16, 2021, Mr. Lang and Mr. Goldrod each resigned from their positions as members of the Board of Directors. Mr. Goldrod also resigned as Secretary of the Company. Pursuant to the Separation Agreement with Mr. Lang, the Company agreed to repay a loan to the Company in the principal amount of $296,477, pay back-pay owed to Mr. Lang in the amount of $41,600 and to pay monthly separation benefit payments of $7,950 (the "Lang Separation Benefits") for thirty-six (36) months (the "Lang Payment Period"). Pursuant to the Separation Agreement with Mr. Goldrod, the Company agreed to pay back-pay owed to Mr. Goldrod in the amount of $10,350 and to pay monthly payments of $3,000 (the "Goldrod Separation Benefits" and together with the Lang Separation Benefits, the "Separation Benefits") for thirty-six (36) months (the "Goldrod Payment Period" and together with the Lang Payment Period, the "Payment Periods").

As consideration for the Separation Benefits, and not in addition to same, the Company agreed to purchase an amount of the shares of the Company per month from Mr. Lang and Mr. Goldrod at a price per share that when aggregated with all shares purchased in a given month will equal the Lang Separation Benefits and the Goldrod Separation Benefits respectively (the "Purchase(s)"). The number of shares subject to each Purchase will be the monthly Separation Benefits divided by the volume weighted average price of the shares for the ten (10) prior trading days before the end of each month. The Company will pay all transfer fees and other expenses associated with the Purchase(s). The Lang Separation Benefits will terminate the earlier of (i) the end of the Lang Payment Period or (ii) once the Company has purchased 3,250,000 shares of the Company's Common Stock from Mr. Lang. The Goldrod Separation Benefits will terminate the earlier of (i) end of the Goldrod Payment Period or (ii) once the Company has purchased 406,000 shares of the Company's Common Stock from Mr. Goldrod.

As part of the Separation Agreements, Mr. Lang and Mr. Goldrod each agreed to release the Company and certain related parties, including the Company's officers, directors and employees, from all claims and liabilities arising prior to the date of the Separation Agreements.

The Separation Agreements were disclosed in the Company's Current Report on Form 8-K filed with the SEC on June 23, 2021, the description of which is incorporated by reference herein. As of the date of this Offering Circular, the Company has repaid the loan of $296,477 and paid the back-pay owed to Mr. Lang in the amount of $41,600, and the back-pay of $10,350 owed to Mr. Goldrod.

A copy of each of the Separation Agreements with Sanford Lang and Martin Gold were filed as Exhibits 10.1 and 10.2, respectively, to the Company's Current Report on Form 8-K filed with the SEC on July 22, 2021, and are incorporated by reference herein as Exhibits 6.10 and 6.11 to the offering statement of which this Offering Circular forms a part.

Critical Accounting Estimates and Policies

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Note 2 to the Financial Statements describes the significant accounting policies and methods used in the preparation of the Financial Statements. Estimates are used for, but not limited to, contingencies and taxes. Actual results could differ materially from those estimates. The following critical accounting policies are impacted significantly by judgments, assumptions, and estimates used in the preparation of the Financial Statements.

We are subject to various loss contingencies arising in the ordinary course of business. We consider the likelihood of loss or impairment of an asset or the incurrence of a liability, as well as our ability to reasonably estimate the amount of loss in determining loss contingencies. An estimated loss contingency is accrued when management concludes that it is probable that an asset has been impaired or a liability has been incurred and the amount of the loss can be reasonably estimated. We regularly evaluate current information available to us to determine whether such accruals should be adjusted.

We recognize deferred tax assets (future tax benefits) and liabilities for the expected future tax consequences of temporary differences between the book carrying amounts and the tax basis of assets and liabilities. The deferred tax assets and liabilities represent the expected future tax return consequences of those differences, which are expected to be either deductible or taxable when the assets and liabilities are recovered or settled. Future tax benefits have been fully offset by a 100% valuation allowance as management is unable to determine that it is more likely than not that this deferred tax asset will be realized.

Revenue is recognized when a customer obtains control of promised goods or services and is recognized in an amount that reflects the consideration that an entity expects to receive in exchange for those goods or services. In addition, the standard requires disclosure of the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The amount of revenue that is recorded reflects the consideration that the Company expects to receive in exchange for those goods. The Company applies the following five-step model in order to determine this amount: (i) identification of the promised goods in the contract; (ii) determination of whether the promised goods are performance obligations, including whether they are distinct in the context of the contract; (iii) measurement of the transaction price, including the constraint on variable consideration; (iv) allocation of the transaction price to the performance obligations; and (v) recognition of revenue when (or as) the Company satisfies each performance obligation.

The Company only applies the five-step model to contracts when it is probable that the entity will collect the consideration it is entitled to in exchange for the goods or services it transfers to the customer. Once a contract is determined to be within the scope of ASC 606 at contract inception, the Company reviews the contract to determine which performance obligations the Company must deliver and which of these performance obligations are distinct. The Company recognizes as revenues the amount of the transaction price that is allocated to the respective performance obligation when the performance obligation is satisfied or as it is satisfied.

The Company earns its revenue from the Licensing Agreement it has with The Starco Group, a related party. The Company licenses the right for TSG to manufacture and sell certain Starco Brands products. The amount of the licensing revenue received varies depending upon the product and is determined beforehand in each agreement. The Company recognized its revenue only when it receives a report of sales made by TSG to a third party.

Off-Balance Sheet Arrangements

We have not entered into any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources and would be considered material to investors.

Recent Accounting Pronouncements

The Company has implemented all new accounting pronouncements that are in effect. These pronouncements did not have any material impact on the financial statements unless otherwise disclosed, and the Company does not believe that there are any other new accounting pronouncements that have been issued that might have a material impact on its financial position or results of operations.

Trend Information

Due to the COVID-19 pandemic, the Company has seen increased demand for the cleaning and sanitizing products that it produces, which has driven sales of these products (in particular, the *Breathe* hand sanitizer spray). The Company expects this increased demand will likely sustain in the near term as the COVID-19 pandemic persists. While demand for the supplies to make these products may cause the price to produce them to increase, thus decreasing our profit margins, the Company expects that any such increase in costs will continue to be offset to a greater degree by the positive effects of the increased demand for these products.

DIRECTORS, EXECUTIVE OFFICERS AND SIGNIFICANT EMPLOYEES

Name	Position	Age	Term of Office (Date of Appointment)	Approximate hours per week for part-time individuals
Executive Officers:				
Ross Sklar (1)	Chief Executive Officer	45	August 9, 2017	N/A
Darin Brown (2)	Executive Vice President	44	July 31, 2020	N/A
Directors:				
Ross Sklar	Director, Chairman of the Board	45	August 13, 2015 until next annual meeting	N/A
Darin Brown	Director	44	June 4, 2020 until next annual meeting.	N/A
Significant Employees:				
David Dreyer	Executive Vice President of Marketing	48	June 4, 2020	10

(1) Mr. Sklar was elected as a director of the Company pursuant to the terms of a letter of intent dated August 13, 2015 entered into between the Company between Ross Sklar by which the Company was to acquire certain licenses from Mr. Sklar to a series of products. Pursuant to this agreement, the Company agreed to appoint Mr. Sklar as a member of its Board of Directors. A copy of this agreement is filed as Exhibit 6.4 to this Offering Circular (incorporated by reference to Exhibit 10.2 of the Company's 10-Q for the quarterly period ended June 30, 2015 filed on August 14, 2015.)

(2) Mr. Brown filed for Bankruptcy under Chapter 13 on May 25, 2019. An order of discharge was entered on June 4, 2020 in relation to this matter.

Ross Sklar, Chief Executive Officer, Director

Ross Sklar was appointed to fill a vacancy on our Board on August 13, 2015. For over 15 years Mr. Sklar has developed technology in industrial and consumer markets. Mr. Sklar is the founder and The Starco Group, located in Los Angeles, California, where he has served as Chief Executive Officer since February 2015. The Starco Group is a diversified aerosol and liquid fill producer of private label and branded industrial and consumer products that manufactures for almost every consumer category. On August 9, 2017 Mr. Sklar was appointed President and Chief Executive Officer of Starco Brands. He holds a Bachelor's degree in Political Science from the University of Manitoba.

Darin Brown, Executive Vice President, Director

Darin jointed the Company as a Director in June 2020, and was appointed as its Executive Vice President in July 2020. Darin has over 20 years of experience in chemical operations and consumer package goods distribution experience. He also currently serves as Executive Vice President of Operations for The Starco Group, which is a position he has held since February 2012. Darin has exceptional leadership experience, having overseen teams of over 200 people during his time at The Starco Group.

David Dreyer, Executive Vice President of Marketing

With over 20 years of marketing experience with marquee brands such as Apple, Pepsi, Ford, DIRECTV, Pizza Hut, Sara Lee, Pennzoil and the GRAMMYs, among others, David has a deep understanding of brands and the companies that produce them. David worked at Deutsch LA from 2010 to 2014 and TBWA\Media Arts Lab from 2014 – 2016, where he was responsible for globally managing Apple. Dave joined Starco Brands in 2016 as an EVP of Marketing prior to being appointed as an officer of Company in June 2020. In his spare time, Dave is a professor of advertising at USC's Annenberg School for Communication and Journalism. He holds a master's degree in Integrated Marketing from Northwestern University and an undergraduate degree from UC San Diego.

COMPENSATION OF DIRECTORS AND EXECUTIVE OFFICERS

For the fiscal year ended December 31, 2020 our officers and directors were compensated as follows:

Name	Capacities in which compensation was received	Cash compensation ($)	Other compensation ($)	Total compensation ($)
Ross Sklar	Chief Executive Officer, Director	0	0	0
Darin Brown	Executive Vice President	0	0	0
Sanford Lang (1)	Former CEO, Director	79,800	0	79,800
Martin Goldrod (2)	Former Chief Operating Officer, Director	18,500	0	18,500
Rachel Boulds (3)	Chief Financial Officer	36,500	0	36,500

(1) Sanford Lang received this compensation for his services as a director of the Company. On June 16, 2021, Mr. Lang resigned as a director of the Company pursuant to a Separation Agreement. *See* "Management's Discussion and Analysis of Financial Condition and Results of Operations" for further information on the terms of this Separation Agreement.

(2) Martin Goldrod received this compensation for his services as a director of the Company. On June 16, 2021, Mr. Goldrod resigned as a director of the Company pursuant to a Separation Agreement. *See* "Management's Discussion and Analysis of Financial Condition and Results of Operations" for further information on the terms of this Separation Agreement.

(3) Rachel Boulds received this compensation for her services as CFO of the Company. On February 16, 2021, Rachel Boulds resigned as Chief Financial Officer of Starco Brands, Inc.

In the future, the Company intends to pay its officers, directors and other employees, which will impact the Company's financial condition and results of operations, as discussed in "Management's Discussion and Analysis of Financial Condition and Results of Operations." The Company may choose to establish an equity compensation plan for its management and other employees in the future.

For the fiscal year ended December 31, 2020, we paid our 4 directors as a group $94,850.

Other than set forth above, there are no future compensation plans or arrangements for officers and directors of the Company.

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITYHOLDERS

The following table displays, as of August 16, 2021, the voting securities beneficially owned by (1) any individual director or officer who beneficially owns more than 10% of any class of our capital stock, (2) all executive officers and directors as a group and (3) any other holder who beneficially owns more than 10% of any class of our capital stock:

Title of class	Name and address of beneficial owner	Amount and nature of beneficial ownership	Amount and nature of beneficial ownership acquirable	Percent of class (1)
Common Stock	Ross Sklar	93,316,226	0	58.64%
Common Stock	Darin Brown	2,000,000	0	1.26%

(1) Based on 159,140,665 shares of Common Stock outstanding as of August 16, 2021.

INTEREST OF MANAGEMENT AND OTHERS IN CERTAIN TRANSACTIONS

As described in the "Business" section of this Offering Circular, on July 12, 2017, the Company entered into the Licensing Agreement with TSG. TSG is an affiliate of the Company. Ross Sklar, the Chief Executive Officer and a Director of our Company, is the Chief Executive Officer, and 100% owner of TSG. Darin Brown, an Executive Vice President and a Director of our Company, is a Director of TSG. See "Business – Manufacturers and Suppliers -- Licensing Agreement". The Company earns the majority of its revenues from royalties on product sales pursuant to the terms of its Licensing Agreement with TSG.

During the year ended December 31, 2017, Sanford Lang, the Company's former Chairman and CEO, advanced the Company $289,821 to pay for general operating expenses. The advance required a monthly interest payment of $2,545 and was due on demand. In June 2021, Mr. Lang and Mr. Goldrod executed an agreement with the Company whereby this advance and all other amounts owed to them were repaid and they resigned from the Board of Directors. Further, for a period of 36 months beginning in July 2021, the Company will repurchase an aggregate of $10,950 of shares each month from Mr. Lang and Mr. Goldrod, with the share price for each purchase to be set according to the volume weighted average price of trades in the stock over the last 10 days of the month.

On February 26, 2018, the Board approved the issuance of 117,282,442 shares of Common Stock to its officers and directors for services rendered at a price per share of $0.00027 for total non-cash expense of $31,666.

As described in "The Company's Business", the Company is party to a Marketing Agreement dated April 1, 2018 pursuant to which the Company is the marketer of record for Winona Pure Inc.'s "Pure Popcorn Butter Oil" popcorn spray product, and is party to another Marketing Agreement dated April 1, 2018, pursuant to which the Company is the marketer of record for Sklar Holdings, Inc.'s "Betterbilt Chemicals Kleen-Out Sulfuric Acid Drain Opener" products. Ross Sklar, our Chief Executive Officer, is the owner of Winona Pure Inc., and Sklar Holdings, Inc. dba The Starco Group. Copies of the Marketing Agreement between the Company and Winona Pure Inc. and Sklar Holdings, Inc. are filed as Exhibits 6.8 and 6.9, respectively, to the offering statement of which this Offering Circular forms a part.

As of June 30, 2021, the Company owed The Starco Group $72,843 for expenses incurred on behalf of the Company by TSG in connection with the Licensing Agreement. Once royalties payable to the Company under the Licensing Agreement exceed $250,000 in the aggregate, and the Company has an adequate cash reserve, TSG may deduct the incurred expenses from the subsequent royalty payments until TSG is paid in full. In addition, the Company owes TSG and its subsidiaries an additional $230,849 for expenses paid on behalf of the Company or funds advanced to the Company to pay for other operating expenses of the Company, which is also still outstanding as of the date of this Offering Circular.

On June 4, 2020, the Company's Board approved a Memorandum of Understanding (the "MOU") by and between the Company, Alim Enterprises and The Starco Group in connection with the development and licensing of the *Breathe* Hand Sanitizer Spray. For a description of the terms of the MOU, please see the sections of this Offering Circular entitled "The Company's Business – Principal Products and Services" and "The Company's Business – Intellectual Property." Alim Enterprises is a company owned by Ross Sklar. At the time the MOU was entered into, Alim Enterprises was the owner of a patent pending for the technology that is utilized in the *Breathe* Hand Sanitizer Spray product. Pursuant to the MOU, Alim Enterprises, LLC stated that it was "willing" to transfer the patent to Starco Brands, but did not specify the timing of such a transfer. On February 8, 2021, Alim Enterprises, LLC assigned the patent application to the Company. A filing was made by Alim Enterprises with the USPTO to record the assignment of the patent application to the Company on February 8, 2021 and such assignment of the patent application was recorded by the USPTO on the same date. The assignment was made pursuant to the MOU, and neither Alim Enterprises nor the Company entered into any subsequent agreement relating to the assignment of this patent application to the Company

On January 24, 2020, the Company executed a promissory note for $100,000 with Ross Sklar. The note bears interest at 4% per annum, compounded monthly, is unsecured and matures on January 24, 2022. On June 28, 2021 an additional $100,000 was advanced to the Company on the same terms. As of June 30, 2021, there is $542 of accrued interest due on this note.

The Company is currently receiving marketing services from The Woo, a Los Angeles-based full-service ad agency. David Dryer, the EVP of Marketing of our Company, is a

Managing Director at The Woo. During the year ended December 31, 2020, the Company incurred $200,000 of marketing expense for services provided by The Woo. During the six months ended June 30, 2021, the Company incurred $179,940 of marketing expense from The Woo. There is no formal agreement between the Company and The Woo for the services being provided to the Company by The Woo.

During the six months ended June 30, 2021 and 2020, the Company recognized revenue of $374,570 and $352,264, respectively. There are $133,599 of accounts receivable from related companies as of June 30, 2021. All revenue received is from related parties.

SECURITIES BEING OFFERED

General

The Company and the selling shareholders are offering shares of its Common Stock, par value $0.001 (the "Common Stock") in this Offering. The Company is qualifying up to 56,818,181 shares of Common Stock in this Offering (based on the assumed offering price per share set forth on the cover page of this Offering Circular).

The authorized capital stock of the Company consists of Common Stock, par value $0.001 per share, and preferred stock, par value $0.001 per share (the "Preferred Stock"). The total number of authorized shares of Common Stock of Starco Brands is 300,000,000 and the total number of authorized shares of Preferred Stock is 40,000,000.

As of August 16, 2021 there were 159,140,665 shares of the Company's Common Stock outstanding and 189 shareholders of record.

Our Common Stock is listed to trade on the OTC Markets Group OTCQB tier under the symbol "STCB." Any over-the-counter market quotations reflect inter-dealer prices, without retail mark-up, mark-downs or commissions, and may not necessarily represent actual transactions. Under Regulation A, shares of Common Stock that we sell to non-affiliates of the Company in this offering are freely tradeable and not restricted. Any securities purchased in this offering by affiliates of the Company are considered control securities.

Our shares are subject to Section 15(g) and Rule 15g-9 of the Exchange Act, commonly referred to as the "penny stock" rule. The rule defines penny stock to be any equity security that has a market price less than $5.00 per share, subject to certain exceptions. These rules may restrict the ability of broker-dealers to trade or maintain a market in our Common Stock and may affect the ability of shareholders to sell their shares. Broker-dealers who sell penny stocks to persons other than established customers and accredited investors must make a special suitability determination for the purchase of the security. Accredited investors, in general, include individuals with assets in excess of $1,000,000 (not including their personal residence) or annual income exceeding $200,000 or $300,000 together with their spouse, and certain institutional investors. The rules require the broker-dealer to receive the purchaser's written consent to the transaction prior to the purchase and require the broker-dealer to deliver a risk disclosure document relating to the penny stock prior to the first transaction. A broker-dealer also must disclose the commissions payable to both the broker-dealer and the registered representative, and current quotations for the security. Finally, monthly statements must be sent to customers disclosing recent price information for the penny stocks.

The following description summarizes the most important terms of the Company's capital stock. This summary does not purport to be complete and is qualified in its entirety by the provisions of the Company's Articles of Incorporation, as amended, and bylaws, copies of which have been filed as exhibits to the Offering Statement of which this Offering Circular is a part. For a complete description of Starco Brands' capital stock, you should refer to the Articles of Incorporation, as amended, and bylaws of the Company and to the applicable provisions of Nevada law.

Common Stock

Each holder of our Common Stock is entitled to one vote for each share owned of record on all matters voted upon by shareholders, and a majority vote is required for all actions to be taken by shareholders. In the event of a liquidation, dissolution or winding-up of the Company, the holders of Common Stock are entitled to share equally and ratably in the assets of the Company, if any, remaining after the payment of all debts and liabilities of the Company. The Common Stock has no preemptive rights, no cumulative voting rights and no redemption, sinking fund or conversion provisions.

On December 14, 2017, the Board approved a 1-for-30 reverse stock split of the Company's outstanding Common Stock (the "2017 Reverse Split"). The 2017 Reverse Split was approved by FINRA and became effective on February 20, 2018. As a result of the 2017 Reverse Split, 72,527,068 outstanding shares of common stock were reversed to 2,417,569 shares on that date.

Preferred Stock

The rights of the shares of the Preferred Stock are identical to the rights of the Common Stock.

Warrants

On April 3, 2018, the Board approved warrants, previously issued in 2017, to purchase 2,000,000 shares of Common Stock pursuant to the terms of the settlement and general release agreement with Carwash, LLC.

On December 14, 2017, the Company approved a 1-for-30 reverse stock split of the Company's outstanding Common Stock pursuant to the 2017 Reverse Split. The 2017 Reverse Split was approved by FINRA and became effective on February 20, 2018. As a result, the number of shares of Common Stock issuable upon exercise of these warrants is 2,000,000 shares at an exercise price of $1.05 per share. These warrants are still outstanding as of the date of this Offering Circular.

FINANCIAL STATEMENTS

STARCO BRANDS, INC.
INDEX TO FINANCIAL STATEMENTS

STARCO BRANDS, INC.
CONDENSED BALANCE SHEETS
(Unaudited)

	June 30, 2021	December 31, 2020
ASSETS		
Current Assets:		
Cash	$ 253,078	$ 773,322
Accounts receivable, related party	133,599	45,517
Prepaid and other assets	108,750	19,917
Total Current Assets	495,427	838,756
Deposit	95,640	3,500
Total Assets	$ 591,067	$ 842,256
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current Liabilities:		
Accounts payable	$ 211,053	$ 207,665
Other payables and accruals	263,230	263,230
Accrued interest, related party	542	6,346
Accrued compensation	-	72,200
Loans and advances payable, related party	503,692	546,989
Total Current Liabilities	978,517	1,096,430
Total Liabilities	978,517	1,096,430
Stockholders' Deficit:		
Preferred Stock, par value $0.001 40,000,000 shares authorized, no shares issued and outstanding	-	-
Common Stock, par value $0.001 300,000,000 shares authorized, 159,140,665 and 159,140,665 shares issued and outstanding, respectively	159,141	159,141
Additional paid in capital	15,747,105	15,723,705
Accumulated deficit	(16,293,696)	(16,137,020)
Total Stockholders' Deficit	(387,450)	(254,174)
Total Liabilities and Stockholders' Deficit	$ 591,067	$ 842,256

The accompanying notes are an integral part of these unaudited condensed financial statements

STARCO BRANDS, INC.
CONDENSED STATEMENTS OF OPERATIONS
(Unaudited)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2021	2020	2021	2020
Revenues, net, related party	$ 242,056	$ 296,590	$ 374,570	$ 352,264
Operating Expenses:				
Compensation expense	33,560	45,200	77,793	91,723
Professional fees	99,847	27,473	110,402	29,279
General and administrative	137,621	68,852	320,364	106,499
Total operating expenses	271,028	141,525	508,559	227,501
Income (loss) from operations	(28,972)	155,065	(133,989)	124,763
Other Income (Expense):				
Interest expense	(11,794)	(6,256)	(19,186)	(15,309)
Gain (loss) on forgiveness of debt	-	3,300	-	3,300
Other income (expense)	-	3,500	(3,500)	8,750
Total other income (expense)	(11,794)	544	(22,686)	(3,259)
Income (loss) before provision for income taxes	(40,766)	155,609	(156,675)	121,504
Provision for income taxes	-	-	-	-
Net Income (Loss)	$ (40,766)	$ 155,609	$ (156,675)	$ 121,504

Income (Loss) per share, basic and diluted	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Weighted average shares outstanding, basic and diluted	159,140,665	159,090,914	159,140,665	159,090,914

The accompanying notes are an integral part of these unaudited condensed financial statements

STARCO BRANDS, INC.
CONDENSED STATEMENTS OF STOCKHOLDERS' DEFICIT
FOR THE SIX MONTHS ENDED JUNE 30, 2021 AND 2020
(Unaudited)

	Common Stock		Additional Paid in	Accumulated	
	Shares	Amount	Capital	Deficit	Total
Balance, December 31, 2020	159,140,665	$ 159,141	$ 15,723,705	$ (16,137,020)	$ (254,174)
Contributed services	-	-	11,700	-	11,700
Net loss	-	-	-	(115,909)	(115,909)
Balance, March 31, 2021	159,140,665	$ 159,141	$ 15,735,405	$ (16,252,931)	$ (358,385)
Contributed services	-	-	11,700	-	11,700
Net loss	-	-	-	(40,766)	(40,766)
Balance, June 30, 2021	159,140,665	$ 159,141	15,747,105	(16,293,696)	(387,450)

	Common Stock		Additional Paid in	Accumulated	
	Shares	Amount	Capital	Deficit	Total
Balance, December 31, 2019	159,090,914	$ 159,091	$ 15,576,955	$ (16,680,306)	$ (944,260)
Contributed services	-	-	11,700	-	11,700
Net loss	-	-	-	(34,105)	(34,105)
Balance, March 31, 2020	159,090,914	$ 159,091	$ 15,588,655	$ (16,714,411)	$ (966,665)
Contributed services	-	-	11,700	-	11,700
Net income	-	-	-	155,609	155,609
Balance, June 30, 2020	159,090,914	159,091	15,600,355	(16,558,802)	(799,356)

The accompanying notes are an integral part of these unaudited condensed financial statements

STARCO BRANDS, INC.
CONDENSED STATEMENTS OF CASH FLOWS
(Unaudited)

	For the Six Months Ended June 30,	
	2021	2020
CASH FLOW FROM OPERATING ACTIVITIES:		
Net Income (Loss)	$ (156,675)	$ 121,504
Adjustments to reconcile net loss to net cash used in operating activities:		
Non cash asset writeoff	3,500	-
Loss on forgiveness of debt		(3,300)
Contributed services	23,400	23,400
Non cash lease expense	-	19,999
Changes in Operating Assets and Liabilities:		
Accounts receivable, related party	(88,082)	(245,858)
Prepaids & other assets	(184,473)	27,425
Accounts payable	3,388	(7,366)
Lease liability		(19,996)
Accrued expenses, related party	(78,910)	4,384
Accrued expenses	-	8,064
Net Cash Used in Operating Activities	(477,852)	(71,744)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Advances/loans from a related party	344,722	100,337
Repayment of advances from a related party	(387,114)	-
Payments on notes payable	-	(22,817)
Net Cash Provided by (Used in) Financing Activities	(42,392)	77,520
Net Change in Cash	(520,244)	5,776
Cash at Beginning of Period	773,322	4,754
Cash at End of Period	$ 253,078	$ 10,530
Cash paid during the period for:		

Interest	$ 19,546	$ 13,884
Income taxes	$ -	$ -

The accompanying notes are an integral part of these unaudited condensed financial statements.

STARCO BRANDS, INC.
NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS
JUNE 30, 2021

NOTE 1 – ORGANIZATION AND DESCRIPTION OF BUSINESS

Starco Brands, Inc. (formerly Insynergy Products, Inc.) (the "Company") was incorporated in the State of Nevada on January 26, 2010. On September 7, 2017, the Company filed an Amendment to the Articles of Incorporation to change the corporate name to Starco Brands, Inc. The Board determined the change of the Company's name was in the best interests of the Company due to changes in its current and anticipated business operations. In July 2017, the Company entered into a licensing agreement with The Starco Group ("TSG"), located in Los Angeles, California. The companies pivoted to commercializing novel consumer products manufactured by TSG. TSG is a private label and branded aerosol and liquid fill manufacturer with manufacturing assets in the following verticals: DIY/Hardware, paints, coatings and adhesives, household, hair care, disinfectants, automotive, motorcycle, arts & crafts, personal care cosmetics, personal care FDA, sun care, food, cooking oils, beverages, and spirits and wine.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation
The Company's unaudited condensed financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The accompanying unaudited condensed financial statements reflect all adjustments, consisting of only normal recurring items, which, in the opinion of management, are necessary for a fair statement of the results of operations for the periods shown and are not necessarily indicative of the results to be expected for the full year ending December 31, 2021. These unaudited condensed financial statements should be read in conjunction with the financial statements and related notes included in the Company's Annual Report on Form 10-K for the year ended December 31, 2020.

Use of estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash equivalents
The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. There were no cash equivalents for the periods ended June 30, 2021 or December 31, 2020.

Accounts Receivable
Revenues that have been recognized but not yet received are recorded as accounts receivable. Losses on receivables will be recognized when it is more likely than not that a receivable will not be collected. An allowance for estimated uncollectible amounts will be recognized to reduce the amount of receivables to its net realizable value. The allowance for uncollectible amounts is evaluated quarterly and was zero as of June 30, 2021 and December 31, 2020. As of June 30, 2021 and December 31, 2020, all of the Company's accounts receivable are due from related parties.

Revenue recognition
The Company earns its revenue as royalties from the licensing agreements it has with TSG, a related entity, and other related parties. The Company licenses the right for TSG to manufacture and sell certain Starco Brands products. The amount of the licensing revenue received varies depending upon the product and is determined beforehand in each agreement. The Company recognizes its revenue only when sales are made by TSG to a third party.

The Company applies the following five-step model in order to determine this amount: (i) identification of the promised goods in the contract; (ii) determination of whether the promised goods are performance obligations, including whether they are distinct in the context of the contract; (iii) measurement of the transaction price, including the constraint on variable consideration; (iv) allocation of the transaction price to the performance obligations; and (v) recognition of revenue when (or as) the Company satisfies each performance obligation.

Net income (loss) per common share
Net income (loss) per common share is computed pursuant to section 260-10-45 of the FASB Accounting Standards Codification. Basic net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. Diluted net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock and potentially outstanding shares of common stock during the period. The weighted average number of common shares outstanding and potentially outstanding common shares assumes that the Company incorporated as of the beginning of the first period presented. As of June 30, 2021, the Company had 2,000,000 potentially dilutive shares from outstanding warrants which are excluded from the dilution calculation as their effect would be anti-dilutive.

Recently issued accounting pronouncements
The Company has implemented all new accounting pronouncements that are in effect. These pronouncements did not have any material impact on the financial statements unless otherwise disclosed, and the Company does not believe that there are any other new accounting pronouncements that have been issued that might have a material impact on its financial position or results of operations.

NOTE 3 – GOING CONCERN

The accompanying unaudited condensed financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company has an accumulated deficit of $16,293,696 at June 30, 2021, predominantly from the Company granting stock for services during its reorganization in 2017 and 2018. For the six months ended June 30, 2021, the Company had a net loss of $156,675, and net cash used in operating activities of $477,852. The Company's ability to raise additional capital through the future issuances of common stock and/or debt financing is unknown. The obtainment of additional financing and the successful development of the Company's contemplated plan of operations, to the attainment of profitable operations are necessary for the Company to

continue operations. These conditions and the ability to successfully resolve these factors raise substantial doubt about the Company's ability to continue as a going concern. The financial statements of the Company do not include any adjustments that may result from the outcome of these aforementioned uncertainties.

NOTE 4 – OPERATING LEASE

The Company previously occupied office space in Burbank, California. The Company signed a three-year lease starting January 1, 2016. The lease was then extended for an additional three-year term. The lease required a deposit of $3,500 which was paid on December 10, 2015. The lease was being accounted for under ASU 2016-02 Leases (Topic 842). The Company recorded an initial Right of Use of Asset and Lease Obligation of $122,825.

On November 1, 2020, the lease was amended to reduce the monthly lease payment to $1,750. In addition, the lessor agreed to forgive all past due accrued rent. As a result, the Company recognized a gain on the forgiveness of debt of $34,280.

On November 13, 2020, the Company and lessor assigned the lease for the office space in Burbank to Sanford Lang and Martin Goldrod, relieving the Company of any further obligation under the lease.

During the six months ended June 30, 2021, the Company determined that it was unlikely to collect the lease deposit and recognized an asset writeoff expense of $3,500. There were no other lease expenses or payments during the period. The lease expense for the six months ended June 30, 2020 was $23,128, which consisted of amortization expense of $19,996 and interest expense of $3,132. The cash paid under this operating lease during the six months ended June 30, 2020 was $18,918.

NOTE 5 – COMMITMENTS & CONTINGENCIES

On February 18, 2020, the Company received a demand letter from a law firm representing certain individuals who purchased the Breathe brand home cleaning products. The demand letter alleged that the Company had unlawfully, falsely and misleadingly labeled and marketed the Breathe brand of products to consumers in violation of the Consumer Products Safety Act, the Federal Hazardous Substance Act and the FTC Act as well as various California and New York laws. While the Company denied any wrongdoing, a settlement was reached and paid in full, with no further obligation required by the Company.

Accrued Liability
On July 9, 2014, the Board of Directors approved an investment arrangement with an individual. Per the terms of the agreement, the investor transferred $150,000 to the Company to be used for the development of a specific product. The product for which the investment was intended was never produced and this agreement is being renegotiated. The investment remains with the Company and is disclosed as an accrued liability on the balance sheet.

NOTE 6 – RELATED PARTY TRANSACTIONS

During the year ended December 31, 2017, Sanford Lang, the Company's former Chairman and CEO, advanced the Company $289,821 to pay for general operating expenses. The advance required a monthly interest payment of $2,545 and was due on demand. In June 2021, Mr. Lang and Mr. Goldrod executed an agreement with the Company whereby this advance and all other amounts owed to them were repaid and they resigned from the Board of Directors. Further, for a period of 36 months beginning in July 2021, the Company will repurchase an aggregate of $10,950 of shares each month from Mr. Lang and Mr. Goldrod, with the share price for each purchase to be set according to the volume weighted average price of trades in the stock over the last 10 days of the month.

As of June 30, 2021, the Company owed TSG $72,843 for expenses paid by TSG on behalf of the Company for expenses to launch licensed brands. Once royalties exceed $250,000 in the aggregate, and the Company has an adequate cash reserve, TSG may deduct the incurred expenses from the subsequent royalty payments until TSG is paid in full. In addition, the Company owes TSG and its subsidiaries an additional $230,849 for expenses paid on behalf of the Company or funds advanced to the Company to pay for other operating expenses. TSG is owned by Ross Sklar, CEO.

On January 24, 2020, the Company executed a promissory note for $100,000 with Ross Sklar, CEO. The note bears interest at 4% per annum, compounded monthly, is unsecured and matures two years from the original date of issuance. On June 28, 2021 an additional $100,000 was advanced to the Company on the same terms. As of June 30, 2021, there is $542 of accrued interest due on this note.

During the six months ended June 30, 2021, the Company incurred $179,940 of marketing expense from The Woo. David Dryer, the EVP of Marketing is a Managing Director at The Woo.

During the six months ended June 30, 2021 and 2020, the Company recognized revenue of $374,570 and $352,264, respectively. There are $133,599 of accounts receivable from related companies as of June 30, 2021. All revenue received is from related parties.

NOTE 7 – STOCK WARRANTS

A summary of the status of the Company's outstanding stock warrants and changes during the periods is presented below:

	Shares available to purchase with warrants	Weighted Average Price	Weighted Average Fair Value
Outstanding, December 31, 2019	2,000,000	$ 1.05	$ 0.003
Issued	-	$ -	$ -
Exercised	-	$ -	$ -
Cancelled	-	$ -	$ -
Expired	-	$ -	$ -
Outstanding, December 31, 2020	2,000,000	$ 1.05	$ 0.003
Issued	-	$ -	$ -
Exercised	-	$ -	$ -
Cancelled	-	$ -	$ -
Expired	-	$ -	$ -
Outstanding, June 30, 2021	2,000,000	$ 1.05	$ 0.003
Exercisable, June 30, 2021	2,000,000	$ 1.05	$ 0.003

NOTE 8 – SUBSEQUENT EVENTS

Management has evaluated subsequent events pursuant to the requirements of ASC Topic 855, from the balance sheet date through the date the financial statements were issued and has determined that no material subsequent events exist.

STARCO BRANDS, INC.
BALANCE SHEETS

	December 31, 2020	December 31, 2019
ASSETS		
Current Assets:		
Cash	$ 773,322	$ 4,754
Accounts receivable, related party	45,517	14,496
Prepaid and other assets	19,917	38,661
Total Current Assets	838,756	57,911
Right of use lease asset, operating, net	-	85,077
Deposit	3,500	3,500
Total Assets	$ 842,256	$ 146,488
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current Liabilities:		
Accounts payable	$ 207,665	$ 188,036
Other payables and accruals	263,230	284,883
Accrued interest – related party	6,346	-
Accrued compensation	72,200	83,900
Lease obligation	-	40,806
Loans payable – related party	546,989	411,862
Notes payable	-	35,629
Total Current Liabilities	1,096,430	1,045,116
Lease obligation – noncurrent portion	-	45,632
Total Liabilities	1,096,430	1,090,748
Stockholders' Deficit:		
Preferred Stock, par value $0.001 40,000,000 shares authorized, no shares issued and outstanding	-	-
Common Stock, par value $0.001 300,000,000 shares authorized, 159,140,665 and 159,090,914 shares issued and outstanding, respectively	159,141	159,091
Additional paid in capital	15,723,705	15,576,955
Accumulated deficit	(16,137,020)	(16,680,306)
Total Stockholders' Deficit	(254,174)	(944,260)
Total Liabilities and Stockholders' Deficit	$ 842,256	$ 146,488

The accompanying notes are an integral part of these financial statements.

STARCO BRANDS, INC.
STATEMENTS OF OPERATIONS

	For the Years Ended December 31,	
	2020	2019
Revenues, net, related party	$ 1,365,360	$ 240,287
Operating Expenses:		
Compensation expense	185,537	183,325
Professional fees	145,416	45,375
General and administrative	507,278	159,365
Total operating expenses	838,231	388,065
Gain (loss) from operations	527,129	(147,778)
Other Income (Expense):		
Interest expense	(37,173)	(32,620)
Other income	15,750	21,000
Gain on extinguishment of debt	37,580	19,434
Total other income	16,157	7,814
Net Income (Loss)	$ 543,286	$ (139,964)
Income (Loss) per Share, Basic & Diluted	$ 0.00	$ (0.00)
Weighted Average Shares Outstanding, Basic & Diluted	159,112,859	159,090,914

The accompanying notes are an integral part of these financial statements.

STARCO BRANDS, INC.
STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)

	Common Stock		Additional Paid in	Accumulated	
	Shares	Amount	Capital	Deficit	Total
Balance, December 31, 2018	159,090,914	$ 159,091	$ 15,530,155	$ (16,540,342)	$ (851,096)
Contributed services	-	-	46,800	-	46,800
Net Loss	-	-	-	(139,964)	(139,964)
Balance, December 31, 2019	159,090,914	159,091	15,576,955	(16,680,306)	(944,260)
Shares issued for services	49,751	50	99,950	-	100,000
Contributed services	-	-	46,800	-	46,800
Net Income	-	-	-	543,286	543,286
Balance, December 31, 2020	159,140,665	$ 159,141	$ 15,723,705	$ (16,137,020)	$ (254,174)

The accompanying notes are an integral part of these financial statements.

STARCO BRANDS, INC.
STATEMENTS OF CASH FLOWS

	For the Years Ended December 31,	
	2020	2019
Cash Flow Activity from Operating Activities:		
Net Income (Loss) for the Year	$ 543,286	$ (139,964)
Adjustments to reconcile net income (loss) to net cash used in operating activities:		
Stock based compensation	100,000	-
Contributed services	46,800	46,800
Change in lease liability operating lease	(1,361)	1,361
Gain on extinguishment of debt	(37,580)	(19,434)
Changes in Operating Assets and Liabilities:		
Accounts receivable – related party	(31,021)	3,008
Prepaids & other assets	18,744	(12,688)
Accounts payable	19,629	34,154
Accrued expenses - related party	6,346	-
Accrued expenses	927	43,381
Net Cash Provided by (Used in) Operating Activities	665,770	(43,382)
Cash Flow Activity from Financing Activities:		
Advances from related parties	320,568	103,221
Repayment of advances from related parties	(185,441)	(64,705)
Proceeds from notes payable	-	55,000
Payments on notes payable	(32,329)	(46,101)
Net Cash Provided by Financing Activities	102,798	47,415
Net Increase in Cash	768,568	4,033
Cash at Beginning of Year	4,754	721
Cash at End of Year	$ 773,322	$ 4,754
Cash paid during the year for:		
Interest	$ 33,027	$ 30,541
Income taxes	$ -	$ -
Supplemental disclosure of non-cash activities:		
Operating lease right of use assets	$ -	$ 122,825
Operating lease liability	$ -	$ 122,825
Noncash investing & financing activities:		
Lease termination	$ 54,777	$ -

The accompanying notes are an integral part of these financial statements.

STARCO BRANDS, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020

NOTE 1 – ORGANIZATION AND DESCRIPTION OF BUSINESS

Starco Brands, Inc. (the "Company") then operating under a different name, was incorporated in the State of Nevada on January 26, 2010, to engage in Direct Response

marketing of consumer products with the goal of producing sales through television and/or retail. On September 7, 2017, the Company filed an Amendment to the Articles of Incorporation to change the corporate name to Starco Brands, Inc. The Board determined the change of the Company's name was in the best interests of the Company due to changes in our current and anticipated business operations. In July 2017, the Company entered into a licensing agreement with The Starco Group which is owned by the Company's largest shareholder and CEO, located in Los Angeles, California. The Companies pivoted to commercializing novel consumer products manufactured by The Starco Group. The Starco Group is a private label and branded aerosol and liquid fill manufacturer with manufacturing assets in the following verticals: DIY/Hardware, paints, coatings and adhesives, household, hair care, disinfectants, automotive, motorcycle, arts & crafts, personal care cosmetics, personal care, FDA, sun care, food, cooking oils, beverages, spirits and wine.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The Company's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates include the estimated useful lives of property and equipment. Actual results could differ from those estimates.

Concentrations of Credit Risk

We maintain our cash in bank deposit accounts, the balances of which at times may exceed federally insured limits. We continually monitor our banking relationships and consequently have not experienced any losses in our accounts. We believe we are not exposed to any significant credit risk on cash.

Cash equivalents

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. There were no cash equivalents for the year ended December 31, 2020 or 2019.

Accounts Receivable

Revenues that have been recognized but not yet received are recorded as accounts receivable. Losses on receivables will be recognized when it is more likely than not that a receivable will not be collected. An allowance for estimated uncollectible amounts will be recognized to reduce the amount of receivables to its net realizable value. The allowance for uncollectible amounts is evaluated quarterly. As of December 31, 2020 and 2019, all of the Company's accounts receivable are due from related parties.

Fair value of financial instruments

The Company follows paragraph 825-10-50-10 of the FASB Accounting Standards Codification for disclosures about fair value of its financial instruments and paragraph 820-10-35-37 of the FASB Accounting Standards Codification ("Paragraph 820-10-35-37") to measure the fair value of its financial instruments. Paragraph 820-10-35-37 establishes a framework for measuring fair value in accounting principles generally accepted in the United States of America (U.S. GAAP), and expands disclosures about fair value measurements. To increase consistency and comparability in fair value measurements and related disclosures, Paragraph 820-10-35-37 establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three (3) broad levels. The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The three (3) levels of fair value hierarchy defined by Paragraph 820-10-35-37 are described below:

Level 1: Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.
Level 2: Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.
Level 3: Pricing inputs that are generally unobservable inputs and not corroborated by market data.

The carrying amount of the Company's financial assets and liabilities, such as cash, prepaid expenses and accrued expenses approximate their fair value because of the short maturity of those instruments. The Company's notes payable approximates the fair value of such instruments based upon management's best estimate of interest rates that would be available to the Company for similar financial arrangements at December 31, 2020.

Property and equipment

Property and equipment are carried at the lower of cost or net realizable value. All property and equipment with a cost of $2,000 or greater are capitalized. Major betterments that extend the useful lives of assets are also capitalized. Normal maintenance and repairs are charged to expense as incurred. When assets are sold or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is recognized in operations.

Depreciation is computed using the straight-line method over the estimated useful lives of three years.

Revenue recognition

The Company earns its revenue as royalties from the licensing agreements it has with The Starco Group, ("TSG") and other related parties. The Company licenses the right for TSG to manufacture and sell certain Starco Brands products. The amount of the licensing revenue received varies depending upon the product and is determined beforehand in each agreement. The Company recognizes its revenue only when sales are made by TSG to a third party.

The Company applies the following five-step model in order to determine this amount: (i) identification of the promised goods in the contract; (ii) determination of whether the promised goods are performance obligations, including whether they are distinct in the context of the contract; (iii) measurement of the transaction price, including the constraint on variable consideration; (iv) allocation of the transaction price to the performance obligations; and (v) recognition of revenue when (or as) the Company satisfies each performance obligation.

Income taxes

The Company follows Section 740-10-30 of the FASB Accounting Standards Codification, which requires recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are based on the differences between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the fiscal year in which the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance to the extent management concludes it is more likely than not that the assets will not be realized. Deferred tax

assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the fiscal years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the Statements of Income in the period that includes the enactment date.

The Company adopted section 740-10-25 of the FASB Accounting Standards Codification ("Section 740-10-25") with regards to uncertainty income taxes. Section 740-10-25 addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under Section 740-10-25, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than fifty percent (50%) likelihood of being realized upon ultimate settlement. Section 740-10-25 also provides guidance on de-recognition, classification, interest and penalties on income taxes, accounting in interim periods and requires increased disclosures. The Company had no material adjustments to its liabilities for unrecognized income tax benefits according to the provisions of Section 740-10-25.

Stock-based Compensation

We account for equity-based transactions with nonemployees under the provisions of ASC Topic No. 505-50,*Equity-Based Payments to Non-Employees* ("ASC 505-50"). ASC 505-50 establishes that equity-based payment transactions with nonemployees shall be measured at the fair value of the consideration received or the fair value of the equity instruments issued, whichever is more reliably measurable. The fair value of common stock issued for payments to nonemployees is measured at the market price on the date of grant. The fair value of equity instruments, other than common stock, is estimated using the Black-Scholes option valuation model. In general, we recognize the fair value of the equity instruments issued as deferred stock compensation and amortize the cost over the term of the contract.

Net income (loss) per common share

Net income (loss) per common share is computed pursuant to section 260-10-45 of the FASB Accounting Standards Codification. Basic net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. Diluted net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock and potentially outstanding shares of common stock during the period. The weighted average number of common shares outstanding and potentially outstanding common shares assumes that the Company incorporated as of the beginning of the first period presented. As of December 31, 2020, the Company had 1,904,761 potentially dilutive shares from outstanding warrants. The inclusion of the dilutive shares has no effect on earnings per share.

Recently issued accounting pronouncements

In November 2019, the FASB issued ASU 2019-10, Financial Instruments—Credit Losses (Topic 326), Derivative and Hedging (Topic 815, and Leases (Topic 841).This new guidance will be effective for annual reporting periods beginning after December 15, 2019, including interim periods within those annual reporting periods. While the Company is continuing to assess the potential impacts of ASU 2019-10, it does not expect ASU 2019-10 to have a material effect on its financial statements.

The Company has implemented all new accounting pronouncements that are in effect. These pronouncements did not have any material impact on the financial statements unless otherwise disclosed, and the Company does not believe that there are any other new accounting pronouncements that have been issued that might have a material impact on its financial position or results of operations.

NOTE 3 – GOING CONCERN

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company has an accumulated deficit of $16,137,020 at December 31, 2020; however, for the year ended December 31, 2020 the Company had net income of $543,286 and net cash provided by operating activities of $665,770. The Company's ability to continue with this trend is still unknown. The Company's ability to raise additional capital through the future issuances of common stock and/or debt financing is unknown. The obtainment of additional financing and the successful development of the Company's contemplated plan of operations, to the attainment of profitable operations are necessary for the Company to continue operations. These conditions and the ability to successfully resolve these factors raise substantial doubt about the Company's ability to continue as a going concern. The financial statements of the Company do not include any adjustments that may result from the outcome of these aforementioned uncertainties.

NOTE 4 – NOTES PAYABLE

The Company had a financing loan for its Director and Officer Insurance ("D&O"), that was renewed in September 2019. The new loan bears interest at 6.97%, and required monthly payments through July 2020. The D&O insurance has not been renewed. As of December 31, 2020 and 2019, the loan had a balance of $0 and $32,329, respectively.

During the fourth quarter of 2018, a third party loaned the Company $3,300 to pay for general operating expenses. The loan was unsecured, non-interest bearing and due on demand. This loan was forgiven year ended December 31, 2020 and a gain on the forgiveness of debt was recognized.

NOTE 5 – OPERATING LEASE

The Company previously occupied office space in Burbank, California. The Company signed a three-year lease starting January 1, 2016. The lease was then extended for an additional three-year term. The lease was being accounted for under ASU 2016-02 Leases (Topic 842). The Company recorded an initial Right of Use of Asset and Lease Obligation of $122,825.

On November 1, 2020, the lease was amended to reduce the monthly lease payment to $1,750. In addition, the lessor agreed to forgive all past due accrued rent. As a result, the Company recognized a gain on the forgiveness of debt of $34,280.

On November 13, 2020, the Company and lessor assigned the lease for the office space in Burbank to Sandy Lang and Marty Goldrod, relieving the Company of any further obligation under the lease.

The lease expense for year ended December 31, 2020 was $34,691, which consisted of amortization expense of $30,297 and interest expense of $4,394.

The lease expense for the year ended December 31, 2019 was $44,908, which consisted of amortization expense of $36,388 and interest expense of $8,520.

The cash paid under this operating lease during the years ended December 31, 2020 and 2019 was $25,918 and $40,923, respectively.

NOTE 6 – COMMITMENTS & CONTINGENCIES

On February 18, 2020, the Company received a demand letter from a law firm representing certain individuals who purchased the Breathe brand home cleaning products. The demand letter alleged that the Company had unlawfully, falsely and misleadingly labeled and marketed the Breathe brand of products to consumers in violation of the Consumer Products Safety Act, the Federal Hazardous Substance Act and the FTC Act as well as various California and New York laws. While the Company denied any wrongdoing, a settlement was reached and paid in full, with no further obligation required by the Company.

Accrued Liability

On July 9, 2014, the Board of Directors approved an investment arrangement with an individual. Per the terms of the agreement, the investor transferred $150,000 to the Company to be used for the development of a specific product. The product for which the investment was intended was never produced and this agreement is being renegotiated. The investment remains with the Company and is disclosed as an accrued liability on the balance sheet.

NOTE 7 – RELATED PARTY TRANSACTIONS

During the year ended December 31, 2017, Sanford Lang, the Company's Chairman and former CEO, advanced the Company $289,821 to pay for general operating expenses, his and Martin Goldrod's personal compensation. The advances are uncollateralized, require a monthly interest payment of $2,545 and due on demand.

As of December 31, 2020, the Company owed The Starco Group $72,843 for expenses paid by The Starco Group on behalf of the Company for expenses to launch licensed brands. Once royalties exceed $250,000 in the aggregate, and the Company has an adequate cash reserve, TSG will deduct the incurred expenses from the subsequent royalty payments until TSG is paid in full. In addition, the Company owes TSG an additional $47,129 for expenses paid on behalf of the Company or funds advanced to the Company to pay for other operating expenses.

As of December 31, 2020, the Company owes two of its board members $269 and $637, respectively, for cash advances to the Company and accrued compensation of $12,350 and $34,800, respectively.

As of December 31, 2020, the Company has total accrued compensation due to its former CFO of $25,050.

On January 24, 2020, the Company executed a promissory note for $100,000 with Ross Sklar, CEO. The note bears interest at 4% per annum, compounded monthly, is unsecured and matures in two years. As of December 31, 2020, there is $1,256 of accrued interest due on this note.

During the year ended December 31, 2020, the Company incurred $200,000 of marketing expense from The Woo. David Dryer, the EVP of Marketing is a Managing Director at The Woo.

During the years ended December 31, 2020 and 2019, the Company recognized royalty income of $1,365,360 and $270,287, respectively and had a $45,517 and $14,496 receivable, respectively, from The Starco Group.

NOTE 8 – STOCK WARRANTS

The Company has 2,000,000 warrants outstanding that expire June 1, 2023. A summary of the status of the Company's outstanding stock warrants and changes during the years is presented below:

	Shares available to purchase with warrants	Weighted Average Price	Weighted Average Fair Value	Weighted Average Life	Aggregate Intrinsic Value
Outstanding, December 31, 2018	2,000,000	$ 1.05	$ 0.003	4.42	-
Issued	-	$ -	$ -	-	-
Exercised	-	$ -	$ -	-	-
Cancelled	-	$ -	$ -	-	-
Expired	-	$ -	$ -	-	-
Outstanding, December 31, 2019	2,000,000	$ 1.05	$ 0.003	3.42	-
Issued	-	$ -	$ -	-	-
Exercised	-	$ -	$ -	-	-
Cancelled	-	$ -	$ -	-	-
Expired	-	$ -	$ -	-	-
Outstanding, December 31, 2020	2,000,000	$ 1.05	$ 0.003	2.42	1,500,000
Exercisable, December 31, 2020	2,000,000	$ 1.05	$ 0.003	2.42	1,500,000

NOTE 9 – STOCKHOLDERS' EQUITY (DEFICIT)

On July 23, 2020, the Company granted 49,751 shares of common stock for services. The shares were valued at $2.01, (the average fourteen closing day price), for total non-cash expense of $100,000.

NOTE 10 – INCOME TAX

Deferred taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss and tax credit carry forwards and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. The Company has evaluated Staff Accounting Bulletin No. 118 regarding the impact of the decreased tax rates of the Tax Cuts &

Jobs Act. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment. The U.S. federal income tax rate of 21% and 5% for state is being used.

Net deferred tax assets consist of the following components as of December 31:

	2020	2019
Deferred Tax Assets:		
NOL Carryover	$ 1,295,500	$ 1,295,500
Related party accrual	75,400	75,400
Depreciation	(800)	(5,100)
Payroll accrual	18,800	21,800
Deferred tax liabilities:		
Less valuation allowance	(1,388,900)	(1,387,600)
Net deferred tax assets	$ -	$ -

The income tax provision differs from the amount of income tax determined by applying the U.S. federal income tax rate to pretax income from continuing operations for the period ended December 31, due to the following:

	2020	2019
Book income (loss)	$ 141,300	$ (36,300)
Meals and entertainment	-	600
Depreciation	-	(100)
Other nondeductible expenses	2,400	12,100
Accrued payroll	58,900	9,900
Valuation allowance	(202,600)	13,800
	$ -	$ -

At December 31, 2020, the Company had net operating loss carry forwards of approximately $4,983,000 that may be offset against future taxable income from the year 2021 to 2041. No tax benefit has been reported in the December 31, 2020 financial statements since the potential tax benefit is offset by a valuation allowance of the same amount.

Due to the change in ownership provisions of the Tax Reform Act of 1986, net operating loss carry forwards for Federal Income tax reporting purposes are subject to annual limitations. Should a change in ownership occur, net operating loss carry forwards may be limited as to use in future years. With few exceptions, the Company is no longer subject to U.S. federal, state and local income tax examinations by tax authorities for years before 2016.

NOTE 11 – SUBSEQUENT EVENTS

Management has evaluated subsequent events pursuant to the requirements of ASC Topic 855, from the balance sheet date through the date the financial statement were issued, and has determined that no material subsequent events exist.

On February 16, 2021, Rachel Boulds resigned as Chief Financial Officer of Starco Brands, Inc.

PART III
INDEX TO EXHIBITS

2.1	Articles of Incorporation of Starco Brands, Inc., as amended (incorporated by reference to Exhibit 3.0 of the Company's registration statement on Form S-1 filed January 31, 2012 (File No. 333-179262))
2.2	Form of Certificate of Amendment to the Company's Articles of Incorporation filed November 22, 2017, authorizing a class of Preferred Stock.
2.3	Certificate of Amendment filed September 7, 2017, changing the Company's name to "Starco Brands, Inc."(incorporated by reference to Exhibit 3(i).2 to the Company's quarterly report on Form 10-Q for the nine months ended September 30, 2017).
2.4	Bylaws, as amended (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed August 20, 2015)
3.1	Form of Irrevocable Power of Attorney
3.2	Form of Common Stock Purchase Warrant issued to Carwash, LLC
4	Form of Subscription Agreement
6.1	Agreement with Dalmore Group, LLC
6.2	Licensing Agreement between the Company and The Starco Group, Inc. dated July 12, 2017, as amended April 1, 2018.
6.3	Promissory Note issued by the Company to Ross Sklar dated January 24, 2020.
6.4	Letter of Intent between the Company and Ross Sklar, dated August 13, 2015 (incorporated by reference to Exhibit 10.2 of the Company's 10-Q for the quarterly period ended June 30, 2015 filed on August 14, 2015.)
6.5	Memorandum of Understanding dated March 31, 2020 and updated April 14, 2020 regarding the Launch of*Breathe* Hand Sanitizer (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed June 12, 2020)
6.6	License Agreement by and between Hearst Magazine Media, Inc. and Starco Brands, Inc. executed April 24, 2020 incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed November 20, 2020)
6.7	License Agreement by and between Hearst Magazine Media, Inc. and Starco Brands, Inc. executed October 15, 2020 incorporated by reference to Exhibit 99.2 to the Company's Current Report on Form 8-K filed November 20, 2020)

6.8	Marketing Agreement between the Company and Winona Pure, Inc. dated April 1, 2018 (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed February 19, 2021)
6.9	Marketing Agreement between the Company and Sklar Holdings, Inc. (dba The Starco Group) dated April 1, 2018 (incorporated by reference to Exhibit 99.2 to the Company's Current Report on Form 8-K filed February 19, 2021)
6.10	Separation Agreement dated June 13, 2021 between Starco Brand, Inc. and Sanford Lang (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on July 22, 2021)
6.11	Separation Agreement dated June 13, 2021 between Starco Brand, Inc. and Martin Gold (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on July 22, 2021)
8	Form of Escrow Agreement

11	Auditor's Consent
12	Opinion of CrowdCheck Law LLP

SIGNATURES

Pursuant to the requirements of Regulation A, the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form 1-A and has duly caused this Offering Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Santa Monica, State of California, on August 31, 2021.

Starco Brands, Inc.

/s/ Ross Sklar
Ross Sklar, Chief Executive Officer
Date: August 31, 2021

The following persons in the capacities and on the dates indicated have signed this Offering Statement.

/s/ Ross Sklar
Ross Sklar, Chief Executive Officer, Director, Principal Financial Officer, Principal Accounting Officer
Date: August 31, 2021

/s/ Darin Brown
Darin Brown, Director
Date: August 31, 2021

090204

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Certificate of Amendment

(PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation For Nevada Profit Corporations

(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Starco Brands, Inc.

2. The articles have been amended as follows: (provide article numbers, if available)

Article 3 is hereby amended as follows:

Total authorized shares are 340,000,000: (a) 300,000,000 shares of common stock, $0.001 par value ("Commom Stock"); and (b) 40,000,000 shares of preferred stock, $0.001 par value ("Preferred Stock") issuable from time to time in one or more series.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 62

4. Effective date and time of filing: (optional) Date: Time:

(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X _____

Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-After
Revised: 1-5-15

Exhibit 3.1

IRREVOCABLE POWER OF ATTORNEY

by and among

[NAME OF STOCKHOLDER]

and

George Stroesenreuther as Attorney-in-Fact,

and

Starco Brands, Inc. (a Nevada corporation)

IRREVOCABLE POWER OF ATTORNEY

WHEREAS:

A. The undersigned stockholder (the "Selling Stockholder") of Starco Brands, Inc., a Nevada corporation (the "Company") wishes to offer shares of Common Stock of the Company ("Shares") for the sale pursuant to the Offering pursuant to which the Selling Stockholder will seek to sell the respective number of shares of Common Stock, par value $0.001 per share, of the Company (the "Common Stock")as set forth in Exhibit A attached hereto (the "Offered Shares");

B. The Selling Stockholder understands that the Company has filed with the Securities and Exchange Commission (the "Commission") an Offering Statement on Form 1-A (File No.[_]) (the "Offering Statement") under Regulation A of the Securities Act of 1933, as amended (the "Securities Act") in connection with the offering (the "Offering") of shares of its Common Stock by the Company and the selling stockholders. The Selling Stockholder has elected to sell the Offered Shares in the Offering if the Offering is completed. Accordingly, the Offering will be qualified under the Securities Act, covering the Offered Shares to be sold by the Selling Stockholder.

C. The Company may undertake one or more closings ("Closings") in respect of the Offering on an ongoing basis. None of the selling stockholders will sell any shares in the Offering until such date that the Company has sold [_] newly issued shares of Common Stock and gross proceeds of approximately $10 million have been raised in the Offering. After the Company has sold [_] shares of Common Stock in one or more Closings, the next [_] shares will be sold by selling stockholders until total gross proceeds of the Offering equal $11,111,111. After $11,111,111 in gross proceeds has been raised from the sale of the Common Stock in this Offering, 90% of the shares issued in subsequent Closings to new investors in the Offering ("Investors") will be newly issued shares by the Company, and 10% will be shares sold by the selling shareholders until total gross proceeds of $22,500,000 have been raised in the offering. Thereafter, 100% of the shares sold in subsequent Closings to Investors will consist of shares sold by the selling stockholders on a pro-rata basis, until $2,500,000 worth of the Common Stock has been sold by the selling stockholders (or [_] shares). Thereafter, 80% of the shares sold in subsequent Closings to Investors will be newly issued shares sold by the Company, and 20% will be shares sold by the selling shareholders, until the offering terminates, or the maximum offering is reached. In total, the selling shareholders may sell up to [_] shares, or 20% of the maximum number of shares being offered in this Offering (calculated based on the assumed price set forth on the cover page of this Offering Circular). After each Closing, funds tendered by Investors will be available to the Company and the selling stockholders including the Selling Stockholder in their pro rata amount. For the avoidance of doubt, with respect to the Selling Stockholder, "pro rata basis" means that portion that the Selling Stockholder may sell of the total shares being offered by all selling stockholders in the Offering expressed as a percentage where the numerator is the total number of shares being offered by the Selling Stockholder divided by the total number of shares being offered by all selling stockholders as set forth in the Offering Statement.

D. The Selling Stockholder, by executing and delivering this Irrevocable Power of Attorney (this "Agreement"), confirms the Selling Stockholder's willingness and intent to sell the Offered Shares in the Offering if it is completed.

E. The Selling Stockholder hereby acknowledges receipt in electronic format of (i) a form of the subscription agreement to be executed by Investors and the Company, and (ii) the Offering Statement as originally filed and all amendments thereto, including a copy of the Preliminary Offering Circular, to be used in connection with the Offering. The Selling Stockholder understands that the subscription agreement is subject to revision before execution, with such changes as the Attorney-in-Fact deems appropriate (including with respect to the Securities Act and is subject to amendment.

NOW THEREFORE to induce the Company to enter into the subscription agreement and to secure its performance, the Selling Stockholder agrees as follows:

1. Appointment of Attorney-in-Fact; Grant of Authority. For purposes of effecting the sale of the Offered Shares pursuant to the Offering, the Selling Stockholder irrevocably makes, constitutes and appoints George Stroesenreuther the true and lawful agent and attorney-in-act of the Selling Stockholder (the "Attorney-in-Fact"), with full power and authority, subject to the terms and provisions hereof, to act hereunder, or through a duly appointed successor attorney-in-fact (it being understood that the Attorney-in-Fact shall have full power to make and substitute any executive officer or director of the Company in the place and stead of such Attorney-in-Fact (or, in the event of the death, disability or incapacity of the Attorney-in-Fact, the Company may appoint a substitute therefor), and the Selling Stockholder hereby ratifies and confirms all that the Attorney-in-Fact or successor attorney-in-fact shall do pursuant to this Agreement), in his or their sole discretion, all as hereinafter provided, in the name of and for and on behalf of the Selling Stockholder, as fully as could the Selling Stockholder if present and acting in person, with respect to the following matters in connection with and necessary and incident to the qualification and sale of the Selling Stockholder's Shares in the Offering:

(a) to authorize and direct the Company, the Company's Escrow Agent ("Escrow Agent"), Prime Trust LLC, and the Company's transfer agent ("Transfer Agent"), Computershare, Inc. and any other person or entity to take any and all actions as may be necessary or deemed to be advisable by the Attorney-in-Fact to effect the sale, transfer and disposition of any or all of the Selling Stockholder's Offered Shares in the Offering as the Attorney-in-Fact or any of them may, in their sole discretion, determine, including

(i) to direct the Escrow Agent or Transfer Agent with respect to:

(A) the transfer on the stock record books of the Company of the Offered Shares in order to effect such sale (including the names in which the Offered Shares are to be issued and the denominations thereof);

(B) the delivery of the Offered Shares to Investors with, if necessary, appropriate stock powers or other instruments of transfer duly endorsed or in blank against receipt by the Company of the purchase price to be paid therefor;

(C) the payment by the Company (which payment may be made out of the proceeds of any sale of the Offered Shares) of the expenses¦ if any, to be borne by the Selling Stockholder pursuant to the Offering and such other costs and expenses as are agreed upon by such Attorney-in-Fact to be borne by the Selling Stockholder (any expenses incurred on behalf of the Company and the selling stockholders shall be apportioned among all stockholders and the Company on the basis of the respective number of shares of Common Stock to be sold by them pursuant to the Offering); and

(D) the remittance to the Selling Stockholder of the balance of the proceeds from any sale of the Offered Shares.

(b) to prepare, execute and deliver any and all documents (the "Offering Documents") on behalf of the Selling Stockholder with respect to the Offering, with such insertions, changes, additions or deletions therein as the Attorney-in-Fact, in his or her sole discretion, may determine to be necessary or appropriate (which may include a decrease, but not an increase, in the number of Offered Shares to be sold by the Selling Stockholder), and containing such terms as such Attorney-in-Fact, shall determine, including the price per share, the purchase price per share to be paid by Investors, and provisions concerning the Offering, the execution and delivery of such documents by the Attorney-in-Fact to be conclusive evidence with respect to his or her approval thereof, including the making of all representations and agreements to be made by, and the exercise of all authority thereunder vested in, the Selling Stockholder, and to carry out and comply with each and all of the provisions of the Offering Documents;

(c) to take any and all actions that may be necessary or deemed to be advisable by the Attorney-in-Fact with respect to the Offering, including, without limitation, approval of amendments to the Offering Statement or any preliminary offering circular, the execution, acknowledgment and delivery of any certificates, documents, undertakings, representations, agreements and consents, which may be required by the Commission, appropriate authorities of states or other jurisdictions or legal counsel or such certificates, documents, undertakings, representations, agreements and consents as may otherwise be necessary or appropriate in connection with the qualification of the Shares of the Company under the Securities Act or the securities or blue sky laws of the various states or necessary to facilitate sales of the Offered Shares;

[1] Expenses will be payable to Dalmore Group, LLC, member FINRA/SIPC ("Dalmore"), which has been engaged by the Company as its placement agent to assist in the placement of the Shares, including soliciting potential investors on a best efforts basis. Dalmore will be due a 1% cash commission on sales of the Shares in the Offering.

(d) to take or cause to be taken any and all further actions, and to execute and deliver, or cause to be executed and delivered, any and all such certificates, instruments, reports, contracts, orders, receipts, notices, requests, applications, consents, undertakings, powers of attorney, instructions, certificates, letters and other writings, including communications to the Commission, documents, stock certificates and share powers and other instruments of transfer and closing as may be required to complete the Offering or as may otherwise be necessary or deemed to be advisable or desirable by the Attorney-in-Fact in connection therewith, with such changes or amendments thereto as the Attorney-in-Fact may, in his or her sole discretion, approve (such approval to be evidenced by their signature thereof), as may be necessary or deemed to be advisable or desirable by the Attorney-in-Fact to effectuate, implement and otherwise carry out the transactions contemplated by Offering and this Agreement, or as may be necessary or deemed to be advisable or desirable by the Attorney-in-Fact in connection with the qualification of the Shares of the Company, pursuant to the Securities Act or the securities or blue sky laws of the various states, the sale of the Shares to the Investors or the public offering thereof; and

(e) if necessary, to endorse (in blank or otherwise) on behalf of the Selling Stockholder any certificate or certificates representing the Offered Shares that may be issued, whether in connection with the Conversion, the Option Exercise or otherwise, or a stock power or powers attached to such certificate or certificates.

The execution of this Agreement shall not in any manner revoke, in whole or in part, any power of attorney that the Selling Stockholder has previously executed.

2. Sole Authority of Attorney-in-Fact and the Company. The Selling Stockholder agrees that the Attorney-in-Fact has the sole authority to agree with the Company (including any pricing or similar committee established by the Board of Directors of the Company) upon the price, provided that such price is not less than $[_] per share or such lower price per share as mandated by the Commission, at which the Shares will be sold to the public under the Offering Statement. The Selling Stockholder further agrees that the Company may withdraw the Offering Statement and terminate the Offering in its sole discretion for any reason whatsoever or for no reason, without any liability to the Selling Stockholder.

3. Irrevocability. The Selling Stockholder has conferred and granted the power of attorney and all other authority contained herein for the purpose of completing the Offering and in consideration of the actions of the Company in connection therewith. Therefore, the Selling Stockholder hereby agrees that all power and authority hereby conferred is coupled with an interest and is irrevocable and, to the fullest extent not prohibited by law, shall not be terminated by any act of the Selling Stockholder or by operation of law or by the occurrence of any event whatsoever, including, without limitation, the death, disability, incapacity, revocation, termination, liquidation, dissolution, bankruptcy, dissolution of marital relationship or insolvency of the Selling Stockholder (or if more than one, either or any of them) or any similar event (including, without limiting the foregoing, the termination of any trust or estate for which the Selling Stockholder is acting as a fiduciary or fiduciaries, the death or incapacity of one or more trustees, guardians, executors or administrators under such trust or estate, or the dissolution or liquidation of any corporation, partnership or other entity). If, after the execution of this Agreement, any such event shall occur before the completion of the transactions contemplated by the subscription agreement and/or this Agreement, the Attorney-in-Fact and the Transfer Agent and Escrow Agent are nevertheless authorized and directed to complete all of such transactions, including the delivery of the Selling Stockholder's Shares to be sold to Investors, as if such event had not occurred and regardless of notice thereof.

4. Representations, Warranties and Agreements. The Selling Stockholder represents and warrants to the Company that the following representations and warranties are true and complete in all material respects as of the date hereof, as of the date of qualification of the Offering Statement by the Commission, and as of each Closing in which the Selling Stockholder participates, except as otherwise indicated. For purposes of this Agreement, an individual shall be deemed to have "knowledge" of a particular fact or other matter if such individual is actually aware of such fact. An entity will be deemed to have "knowledge" of a particular fact or other matter if one of such entity's current officers, directors, managing member or any officer or director thereof, general partner or any officer or director thereof, or similar person of authority with respect to such Selling Stockholder has, or at any time had, actual knowledge of such fact or other matter:

(a) Authorization of Agreement. Selling Stockholder has all necessary power and authority, including corporate under all applicable provisions of law to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement is a valid and binding obligation of Selling Stockholder, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (ii) as limited by general principles of equity that restrict the availability of equitable remedies, and (iii) to the extent the indemnification provisions contained herein may be limited by federal or state securities laws.

(b) Title to the Shares. Upon taking all actions necessary, if any, as contemplated in this Agreement, Selling Stockholder is the lawful owner of the Offered Shares, with good and marketable title thereto, and the Selling Stockholder has the absolute right to sell, assign, convey, transfer and deliver such Offered Shares and any and all rights and benefits incident to the ownership thereof, all of which rights and benefits are transferable by the Selling Stockholder to Investors, free and clear of all the following (collectively called "Claims") of any nature whatsoever: security interests, liens, pledges, claims (pending or threatened), charges, escrows, encumbrances, lock-up arrangements, options, rights of first offer or refusal, community property rights, mortgages, indentures, security agreements or other agreements, arrangements, contracts, commitments, understandings or obligations, whether written or oral and whether or not relating in any way to credit or the borrowing of money. Delivery to Investors of such Offered Shares, upon payment therefor, will (i) pass good and marketable title to such Offered Shares to the relevant Investor(s), free and clear of all Claims, and (ii) convey, free and clear of all Claims, any and all rights and benefits incident to the ownership of such Offered Shares.

(c) No Filings. No order, license, consent, authorization or approval of, or exemption by, or action by or in respect of, or notice to, or filing or registration with, any governmental body, agency or official is required by or with respect to the Selling Stockholder in connection with the acceptance, delivery and performance by the Selling Stockholder of this Agreement or the sale and delivery of the Offered Shares of such Selling Stockholder being sold in the Offering, except (i) for such filings as may be required under Regulation A of the Securities Act, or under any applicable state securities laws, (ii) for such other filings and approvals as have been made or obtained, or (iii) where the failure to obtain any such order, license, consent, authorization, approval or exemption or give any such notice or make any filing or registration would not have a material adverse effect on the ability of the Selling Stockholder to perform its obligations hereunder and the transactions contemplated hereby.

(d) No Litigation. There is no action, suit, proceeding, judgment, claim or investigation pending, or to the knowledge of the Selling Stockholder, threatened against the Selling Stockholder which could reasonably be expected in any manner to challenge or seek to prevent, enjoin, alter or materially delay any of the transactions contemplated by this Agreement.

(e) Non-Public Information. Selling Stockholder is not selling its Shares "on the basis of" (as defined in Rule 10b5-1 of the Exchange Act) any material, non-public information about the Offered Shares or the Company.

(f) Spousal Consent. The Selling Stockholder (if a natural person) has caused his or her spouse to join in and consent to the terms of this Agreement by executing the Consent of Spouse in the form attached hereto as Exhibit B and the Consent of Spouse is incorporated by reference herein or, if such Consent of Spouse is unsigned, the Selling Stockholder (if a natural person) has no spouse or does not reside in a state in which such Consent of Spouse is required by law to be executed.

(g) Subsequent POA. Any subsequent power of attorney executed by the Selling Stockholder will expressly provide that the execution of such power of attorney will not revoke this Agreement.

The foregoing representations, warranties and agreements are for the benefit of and may be relied upon by the Attorney-in-Fact, the Company, the Transfer Agent, the Escrow Agent and their respective legal counsel.

5. Release. Subject to the provisions of Section 7 hereof, the Selling Stockholder hereby agrees to release and does release the Attorney-in-Fact and the Escrow Agent and Transfer Agent from any and all liabilities, joint or several, to which they may become subject insofar as such liabilities (or action in respect thereof) arise out of or are based upon any action taken or omitted to be taken, including but not limited to not proceeding with the Offering for any reason whatsoever, by the Attorney-in- Fact, the Escrow Agent or the Transfer Agent pursuant hereto, except for their gross negligence, willful misconduct or bad faith.

6. Waiver. Subject to the provision of Section 7 hereof, the Selling Stockholder acknowledges and agrees that, by accepting payment for the Offered Shares purchased by Investors the Selling Stockholder forever releases and discharges the Company and its heirs, successors and assigns from any and all claims whatsoever that the Selling Stockholder now has, or may have in the future, arising out of, or related to the Offered Shares.

7. Indemnification.

(a) The Selling Stockholder agrees to indemnify and hold harmless the Attorney-in-Fact, the Escrow Agent, and the Transfer Agent and their respective officers, agents, successors, assigns and personal representatives with respect to any act or omission of or by any of them in good faith in connection with any and all matters contemplated by this Agreement.

(b) Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability that it may have otherwise than on account of this indemnity agreement. An indemnifying party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification could be sought under this Section 7 (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

8. Termination. This Agreement shall terminate upon the earliest to occur of:

(a) the date, if any, on which the Offering Statement is withdrawn from the Commission; and

(b) the date on which the final Closing (to be determined in sole discretion of the Company) in respect of the Offering in which Offered Shares are to be sold is consummated and the proceeds have been distributed to the Selling Stockholder, whether or not all the Offered Shares owned by the Selling Stockholder are sold in the Offering, subject, however, to all lawful action done or performed by the Attorney-in-Fact or the Escrow Agent or Transfer Agent pursuant hereto prior to the termination of this Agreement.

Notwithstanding any such termination, the representations, warranties and covenants of the Selling Stockholder contained herein and the provisions of Sections 5, 6 and 7 hereof shall survive the sale and delivery of the Offered Shares and the termination of this Agreement and remain in full force and effect. Following any termination of this Agreement, the Attorney-in-Fact, the Escrow Agent and the Transfer Agent shall have no further responsibilities or liabilities to the Selling Stockholder hereunder except to redeliver to the Selling Stockholder its Offered Shares not sold in the Offering and to distribute to the Selling Stockholder its portion of the net proceeds of the Offering, if any.

9. Notices. Any notice required to be given pursuant to this Agreement shall be deemed given if in writing and delivered in person, or if given by telephone or telegraph if subsequently confirmed by letter:

(a) to George Stroesenreuther as Attorney-in-Fact, 250 26th Street, Suite 200, Santa Monica, CA

(b) to the Company 250 26th Street, Suite 200, Santa Monica, CA

(c) to the Selling Stockholder at the addresses set forth in the stock records of the Company.

10. Applicable Law. The validity, enforceability, interpretation and construction of this Agreement shall be determined in accordance with the substantive laws of the State of Nevada.

11. Binding Effect. All authority herein conferred or agreed to be conferred shall survive the death, disability or incapacity of the Selling Stockholder, and this Agreement shall inure to the benefit of, and shall be binding upon, the Attorney-in-Fact, the Selling Stockholder and the Selling Stockholder's heirs, executors, administrators, successors and assigns. The Escrow Agent, the Transfer Agent, the Company and all other persons dealing with the Attorney-in-Fact as such may rely and act upon any writing believed in good faith to be signed by the Attorney-in-Fact.

12. Recitals. The recitals to this Agreement are incorporated herein by reference and shall be deemed to be a part of this Agreement.

13. Counterparts. This Agreement may be signed in any number of counterparts, each of which constituting an original but all of which together constituting one instrument.

14. Electronic Signature. This Agreement and any other certificates, documents, undertakings, representations, agreements or consents contemplated hereby or delivered in connection herewith, including, without limitation, the subscription agreement, may be executed by an electronic signature or electronic transmission as permitted under applicable law or regulation, and shall be deemed to be written, signed and dated for purposes of execution.

15. Partial Unenforceability. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[SIGNATURE PAGE FOLLOWS]

This Irrevocable Power of Attorney has been entered into as of _____.

SELLING STOCKHOLDER

Very truly yours,

By:

_____

Name:
Title:

ATTORNEY-IN-FACT

George Stroesenreuther hereby accepts the appointment as Attorney-in-Fact pursuant to the foregoing Irrevocable Power of Attorney and agrees to abide by and act in accordance with the terms of said Agreement.

Dated as of _____

_____

Name: George Stroesenreuther

STARCO BRANDS, INC.

This Irrevocable Power of Attorney has been entered into as of _____.

STARCO BRANDS, INC.

By:

_____

Name: Ross Sklar
Title: Chief Executive Officer

EXHIBIT A

OFFERED SHARES

Selling Stockholder	**Amount Owned Prior to the Offering**	**Amount Offered by Selling Stockholder**	**Amount Owned after the Offering**
[NAME]	XXX shares	XXX shares	XXX shares

For Non Individual Holders:

Please list the names of all beneficial holders[2] of the entity below:

[2] "beneficial owners" is anyone who has sole or shared voting or investment power in respect of the entity. see Rule 13d-3 under the securities exchange act for guidance. https://www.law.cornell.edu/cfr/text/17/240.13d-3

EXHIBIT B

CONSENT OF SPOUSE[3]

I confirm that I am the spouse or another person who has a community property or similar interest in the Offered Shares of the Selling Stockholder, I confirm that I have read and understood the terms of the Irrevocable Power of Attorney and I consent to the terms thereof, including the sale of the shares of Common Stock.

Dated as of _____

(Signature of Spouse)
Name:

[3] A spouse's consent is recommended only if the Selling Stockholder's state of residence is one of the following community property states: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin.

WARRANT HOLDER: _____

NUMBER OF WARRANT SHARES: _____

THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (THE "SECURITIES ACT") NOR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT, OR (B) AN OPINION OF COUNSEL (REASONABLY ACCEPTABLE TO THE COMPANY), IN AN ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER THE SECURITIES ACT.

No. _____
Issuance Date: _____

INSYNERGY PRODUCTS, INC

Common Stock Purchase Warrant

Insynergy Products, Inc., a Nevada corporation (the "Company"), for value received, hereby grants to the holder as indicated at the beginning of this Warrant, and his or her successors and permitted assigns (collectively, the "Holder"), this right (the "Warrant"), subject to the terms set forth below, to purchase at the purchase price per share as defined in Section 2.1 below (the "Purchase Price"), up to that number of Shares (defined below), subject to adjustment as herein provided (such total number of Shares that may be purchased hereunder being referred to herein as the "Warrant Shares").

1. Definitions. As used herein, the following terms, unless the context otherwise requires, have the following respective meanings:

1.1. "Other Securities" refers to any stock (other than the Shares) and other securities of the Company or any other person (corporate or otherwise) that the Holder at any time shall be entitled to receive, or shall have received, on the exercise of this Warrant, in lieu of or in addition to Shares, or which at any time shall be issuable or shall have been issued in exchange for or in replacement of Shares.

1.2. "Shares" means (a) the Company's $.001 par value per share common stock (the "Common Stock"), as authorized on the date of this Warrant and (b) if the class of securities described in (a) shall cease to be issued and outstanding, securities of the same class issued in exchange for or in respect of the securities described in (a) pursuant to a plan of merger, consolidation, recapitalization or reorganization, the sale of substantially all of the Company's assets or a similar transaction.

2. Exercise of Warrant.

2.1. Purchase Price. The Warrant may be exercised, subject to the adjustments in Section 5 hereof, at the initial purchase price of $_____ per Share (the "Purchase Price").

2.2. Exercise Period. The Warrant may be exercised (the "Exercise Period") at any time from the date of grant to and including the fifth anniversary of the Issuance Date (the "Expiration Date").

2.3. Shares. The number of shares subject to this warrant is _____ subject to the terms specified herein.

2.4. Exercise in Full. Subject to the limitations stated above, this Warrant may be exercised in full at the option of the Holder by surrender of this Warrant, with the form of subscription at the end hereof duly executed by the Holder, to the Company at its principal office in the United States, accompanied by payment, in cash or by certified or official bank check payable to the order of the Company, in the amount obtained by multiplying the number of Shares for which this Warrant may be exercised by the Purchase Price.

2.5. Partial Exercise. This Warrant may be exercised in part by surrender of this Warrant in the manner and at the place provided in subsection 2.4 along with payment in the amount determined by multiplying (a) the number of Shares designated by the Holder in the subscription at the end hereof by (b) the Purchase Price. On any such partial exercise, the Company at its expense will forthwith issue and deliver to or upon the order of the Holder a new Warrant or Warrants of like tenor, in the name of the Holder or as the Holder (upon payment by the Holder of any applicable transfer taxes) may request, calling in the aggregate on the face or faces thereof for the number of Shares for which such Warrant or Warrants may still be exercised.

3. Delivery of Share Certificates on Exercise.

3.1. As soon as practicable after the exercise of this Warrant in full or in part, the Company, at its expense (including the payment by it of any applicable issue taxes) will cause to be issued in the name of and delivered to the Holder, or as the Holder (upon payment by the Holder of any applicable transfer taxes) may direct, a certificate or certificates for the number of fully paid and non-assessable Shares (or Other Securities) to which the Holder shall be entitled on such exercise. No fractional shares shall be issued upon exercise of this Warrant; in lieu of issuance of a fractional share upon any exercise hereunder, the Company will either round up to the nearest whole number of Shares or pay the cash value of the fractional Share, which cash value shall be equal to such fraction multiplied by the then current market value of one full Share.

4. Covenants as to Shares.

4.1. Issuance of Shares upon Exercise. All Shares that may be issued upon the exercise of the rights represented by this Warrant will, upon issuance, be validly issued, fully paid and non-assessable and free from all taxes, liens and charges with respect to the issue thereof. The Company will at all times have authorized and reserved, free from preemptive rights, a sufficient number of its Shares to provide for the exercise of the rights represented by this Warrant.

4.2 Restrictions on Transfer. Holder represents to the Company that Holder is acquiring the Warrants for Holder's own investment account and without a view to the subsequent public distribution of the Warrants or Shares otherwise than pursuant to an effective registration statement under the Securities Act. Each Warrant and each certificate for Shares issued to the Holder shall bear a restrictive legend reciting that the same have not been registered pursuant to the Securities Act and may not be transferred in the absence of an effective registration statement under the Securities Act or an exemption therefrom. Each notice of transfer of this Warrant or any Shares purchased pursuant to this Warrant shall describe the manner of the proposed transfer and shall be accompanied by an opinion of counsel experienced in federal securities laws matters and reasonably acceptable to the Company and its counsel to the effect that the proposed transfer may be effected without registration under the Securities Act, whereupon the Holder shall be entitled to transfer such securities in accordance with the terms of such notice and such opinion. Restrictions imposed under this Section 4 upon the transferability of the Warrants or of Shares shall cease when:

(a) A registration statement covering such Shares becomes effective under the Securities Act, or

(b) The Company receives from the Holder an opinion of counsel experienced in federal securities laws matters, which counsel shall be reasonably acceptable to the Company, that such restrictions are no longer required in order to insure compliance with the Securities Act.

5. Adjustment of Purchase Price and Number of Warrant Shares.

5.1. Reorganization, Consolidation or Merger. If at any time or from time to time, the Company shall (a) effect a plan of merger, consolidation, recapitalization or reorganization or similar transaction with a corporation (the "Acquiror") whereby the shareholders of the Company will exchange their shares of the Company for the shares of the Acquiror or its parent corporation, or (b) transfer all or substantially all of its properties or assets to any other person, under any plan or arrangement contemplating the dissolution of the Company (which along with any transactions set forth in (a) hereof shall be an "Extraordinary Transaction"), then, in each such case, the Holder of this Warrant, on the exercise hereof as provided in Section 2 at any time after the completion of any Extraordinary Transaction, shall receive such Shares or Other Securities and property (including cash) to which the Holder would have been entitled in such Extraordinary Transaction as if the Holder had so exercised this Warrant, immediately prior thereto.

Upon any Extraordinary Transaction, this Warrant shall continue in full force and effect and the terms hereof shall be applicable to the securities, Shares and Other Securities and property receivable on the exercise of this Warrant after the consummation of reorganization, consolidation or merger or the effective date of dissolution following any such transfer, as the case may be, and any Extraordinary Transaction and shall be binding upon the party or parties to the Extraordinary Transaction and their successors, including, in the case of any such transfer, the person acquiring all or substantially all of the properties or assets of the Company, whether or not such person shall have expressly assumed the terms of this Warrant as provided in Section 6.

5.2. Subdivisions, Combinations, Stock Dividends and other Issuances. If the Company shall, at any time while this Warrant is outstanding (i) pay a stock dividend or otherwise make a distribution or distributions on any equity securities (including instruments or securities convertible into or exchangeable for such equity securities) in shares of Common Stock, (ii) subdivide outstanding shares of Common Stock into a larger number of shares, or (iii) combine outstanding Common Stock into a smaller number of shares, then the Purchase Price shall be multiplied by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding before such event and the denominator of which shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section 5.2 shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision or combination. The number of shares which may be purchased hereunder shall be increased proportionately to any reduction in Purchase Price pursuant to this Section 5.2, so that after such adjustments the aggregate Purchase Price payable hereunder for the increased number of shares shall be the same as the aggregate Purchase Price in effect just prior to such adjustments.

5.3 Reclassification, etc. If at any time after the date hereof there shall be a reorganization or reclassification of the securities as to which purchase rights under this Warrant exist into the same or a different number of securities of any other class or classes, then the Holder shall thereafter be entitled to receive upon exercise of this Warrant, during the period specified herein and upon payment of the Purchase Price then in effect, the number of shares or other securities or property resulting from such reorganization or reclassification, which would have been received by the Holder for the shares of stock subject to this Warrant had this Warrant at such time been exercised.

6. Transfers.

6.1. The Warrant and the Warrant Shares are not transferable, in whole or in part, without compliance with the Securities Act and any applicable state securities laws.

6.2. Subject to Section 6.1 of this Agreement, this Warrant, or any portion hereof, may be transferred by the Holder's execution and delivery of the form of assignment attached hereto along with this Warrant. Any transferee shall be required, as a condition to the assignment, to deliver all such documentation as the Company deems appropriate. However, until such assignment and such other documentation are presented to the Company at its principal offices in the United States, the Company shall be entitled to treat the Holder as the absolute owner hereof for all purposes.

6.3. Upon a transfer of this Warrant in accordance with this Section 6, the Company, at its expense, will issue and deliver to or on the order of the new Holder a new Warrant or Warrants of like tenor, in the name of the new Holder or as the new Holder (on payment by the new Holder of any applicable transfer taxes) may direct, calling in the aggregate on the face or faces thereof for the Shares called for on the face or faces of the Warrant or Warrants so surrendered. If this Warrant is divided into more than one Warrant, or if there is more than one Holder thereof, all references herein to "this Warrant" shall be deemed to apply to the several Warrants, and all references to "the Holder" shall be deemed to apply to the several Holders, except in either case to the extent that the context indicates otherwise.

7. Replacement of Warrants.

7.1. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Warrant and, in the case of any such loss, theft or destruction of any Warrant, on delivery of an indemnity agreement or security reasonably satisfactory in form and amount to the Company or, in the case of any such mutilation, on surrender and cancellation of such Warrant, the Company at its expense will execute and deliver, in lieu thereof, a new Warrant of like tenor.

8. Notices.

8.1. All notices required hereunder shall be deemed to have been given and shall be effective only when personally delivered or sent by Federal Express, UPS or other express delivery service or by certified or registered mail to the address of the Company's principal office in the United States as follows:

Insynergy Products, Inc.

in the case of any notice to the Company, and until changed by notice to the Company, to the address of the Holder set forth above in the case of any notice to the Holder.

9. Miscellaneous.

9.1. This Warrant and any term hereof may be changed, waived, discharged or terminated, other than on expiration, only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought. This Warrant shall be construed and enforced in accordance with and governed by the laws of the State of Nevada. The headings in this Warrant are for purposes of reference only, and shall not limit or otherwise affect any of the terms hereof. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. This Warrant embodies the entire agreement and understanding between the Company and the other party hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized.

INSYNERGY PRODUCTS, INC.

By: _____
Name: Sanford Lang,
Title: Chief Executive Officer

Exhibit C-5

FORM OF SUBSCRIPTION

(To be signed only on exercise of Warrant)

TO INSYNERGY PRODUCTS, INC.:

The undersigned, the holder of the attached Warrant, hereby irrevocably elects to exercise such Warrant for, and to purchase thereunder, _____ Shares (as defined in the attached Warrant) and herewith makes payment of $_____ therefor, and requests that the certificates for such shares be issued in the name of, and delivered to _____, whose address is _____.

Please issue a new Warrant for the unexercised portion of the attached Warrant in the name of the undersigned or in such other name as is specified below:

_____
_____

Dated: _____

_____
(Signature must conform in all respects to name of holder as specified on the face of the Warrant)

_____

_____
(Address)

Exhibit C-6

FORM OF ASSIGNMENT

(To be signed only on transfer of Warrant)

For value received, the undersigned hereby sells, assigns, and transfers unto _____ whose address is _____the right represented by the attached Warrant to purchase _____ Shares (as defined in the Warrant Agreement governing the attached Warrant) to which the within Warrant relates, and appoints _____ Attorney to transfer such right on the books of _____ with full power of substitution in the premises.

Dated: _____

_____
(Signature must conform in all respects to name of holder as specified on the face of the Warrant)

_____

_____
(Address)

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank or trust company. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper

evidence of authority to assign the foregoing Warrant.

SUBSCRIPTION AGREEMENT

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT SUCH INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE SECURITIES, AND NO PUBLIC MARKET IS EXPECTED TO DEVELOP FOLLOWING THIS OFFERING.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES OR BLUE SKY LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND STATE SECURITIES OR BLUE SKY LAWS. ALTHOUGH AN OFFERING STATEMENT HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), THAT OFFERING STATEMENT DOES NOT INCLUDE THE SAME INFORMATION THAT WOULD BE INCLUDED IN A REGISTRATION STATEMENT UNDER THE ACT. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO SUBSCRIBER IN CONNECTION WITH THIS OFFERING OVER THE WEB-BASED PLATFORM MAINTAINED BY THE COMPANY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

INVESTORS WHO ARE NOT "ACCREDITED INVESTORS" (AS THAT TERM IS DEFINED IN SECTION 501 OF REGULATION D PROMULGATED UNDER THE ACT) ARE SUBJECT TO LIMITATIONS ON THE AMOUNT THEY MAY INVEST, AS SET OUT IN SECTION 4. THE COMPANY IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY EACH SUBSCRIBER IN THIS SUBSCRIPTION AGREEMENT AND THE OTHER INFORMATION PROVIDED BY SUBSCRIBER IN CONNECTION WITH THIS OFFERING TO DETERMINE THE APPLICABILITY TO THIS OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT.

THE OFFERING MATERIALS MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE COMPANY'S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS "ESTIMATE," "PROJECT," "BELIEVE," "ANTICIPATE," "INTEND," "EXPECT" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS, WHICH CONSTITUTE FORWARD LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT'S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY'S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

THE COMPANY MAY NOT BE OFFERING THE SECURITIES IN EVERY STATE. THE OFFERING MATERIALS DO NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH THE SECURITIES ARE NOT BEING OFFERED.

THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE INVESTMENT IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE AMOUNT OF SECURITIES SUCH INVESTOR DESIRES TO PURCHASE. EXCEPT AS OTHERWISE INDICATED, THE OFFERING MATERIALS SPEAK AS OF THEIR DATE. NEITHER THE DELIVERY NOR THE PURCHASE OF THE SECURITIES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THAT DATE.

TO: Starco Brands, Inc.
55 E 3rd Ave
San Mateo CA 94401

Ladies and Gentlemen:

1. Subscription.

(a) The undersigned ("Subscriber") hereby irrevocably subscribes for and agrees to purchase [_] shares of Common Stock, par value $0.001 (the "Common Stock"), of Starco Brands, Inc., a Nevada corporation (the "Company") at a purchase price of $[_] per share (the "Per Share Price"), upon the terms and conditions set forth herein. The minimum subscription is [_] shares, or $1,500. The shares of Common Stock being subscribed for under this Subscription Agreement are also referred to as the "Securities." The rights of the Common Stock are as set forth in Certificate of Incorporation of the Company, as amended (the "Certificate of Incorporation"), filed as Exhibit 2.1 to the Offering Statement of the Company filed with the SEC (the "Offering Statement").

(b) Subscriber understands that the Securities are being offered pursuant to an offering circular dated _____, 2021 (the "Offering Circular") filed with the SEC as part of the Offering Statement. By executing this Subscription Agreement, Subscriber acknowledges that Subscriber has received this Subscription Agreement, copies of the Offering Circular and Offering Statement including exhibits thereto and any other information required by the Subscriber to make an investment decision.

(c) The Subscriber's subscription may be accepted or rejected in whole or in part, at any time prior to a Closing Date (as hereinafter defined), by the Company at its sole discretion. In addition, the Company, at its sole discretion, may allocate to Subscriber only a portion of the number of Securities Subscriber has subscribed for. The Company will notify Subscriber whether this subscription is accepted (whether in whole or in part) or rejected. If Subscriber's subscription is rejected, Subscriber's payment (or portion thereof if partially rejected) will be returned to Subscriber without interest and all of Subscriber's obligations hereunder shall terminate.

(d) The aggregate number of Securities sold shall not exceed [_] shares of Common Stock (the "Maximum Offering"). The Company may accept subscriptions until [_], unless otherwise extended by the Company in its sole discretion in accordance with applicable SEC regulations for such other period required to sell the Maximum Offering (the "Termination Date"). The Company may elect at any time to close all or any portion of this offering, on various dates at or prior to the Termination Date (each a "Closing Date").

(e) In the event of rejection of this subscription in its entirety, or in the event the sale of the Securities (or any portion thereof) is not consummated for any reason, this Subscription Agreement shall have no force or effect, except for Section 5 hereof, which shall remain in force and effect.

2. Purchase Procedure.

(a) Payment. The purchase price for the Securities shall be paid simultaneously with the execution and delivery to the Company of the signature page of this Subscription Agreement. Subscriber shall deliver a signed copy of this Subscription Agreement along with payment for the aggregate purchase price of the Securities by debit card, credit card, ACH electronic transfer, wire transfer, or check to an account designated by the Company, or by any combination of such methods.

(b) Recordkeeping. The undersigned shall receive notice and evidence of the digital entry of the number of the Securities owned by undersigned reflected on the books and records of the Company and verified by West Coast Stock Transfer, LLC (the "Transfer Agent"), which books and records shall bear a notation that the Securities were sold in reliance upon Regulation A.

3. Representations and Warranties of the Company.

The Company represents and warrants to Subscriber that the following representations and warranties are true and complete in all material respects as of the date of each Closing Date, except as otherwise indicated. For purposes of this Subscription Agreement, an individual shall be deemed to have "knowledge" of a particular fact or other matter if such individual is actually aware of such fact. The Company will be deemed to have "knowledge" of a particular fact or other matter if one of the Company's current officers has, or at any time had, actual knowledge of such fact or other matter.

(a) Organization and Standing. The Company is a corporation duly formed, validly existing and in good standing under the laws of the State of Nevada. The Company has all requisite power and authority to own and operate its properties and assets, to execute and deliver this Subscription Agreement and any other agreements or instruments required hereunder. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

(b) Issuance of the Securities. The issuance, sale and delivery of the Securities in accordance with this Subscription Agreement has been duly authorized by all necessary corporate action on the part of the Company. The Securities, when so issued, sold and delivered against payment therefor in accordance with the provisions of this Subscription Agreement, will be duly and validly issued, fully paid and non-assessable.

(c) Authority for Agreement. The execution and delivery by the Company of this Subscription Agreement and the consummation of the transactions contemplated hereby (including the issuance, sale and delivery of the Securities) are within the Company's powers and have been duly authorized by all necessary corporate action on the part of the Company. Upon full execution of this Subscription Agreement, this Subscription Agreement shall constitute valid and binding agreements of the Company, enforceable against the Company in accordance with their terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (iii) with respect to provisions relating to indemnification and contribution, as limited by considerations of public policy and by federal or state securities laws.

(d) No filings. Assuming the accuracy of the Subscriber's representations and warranties set forth in Section 4 hereof, no order, license, consent, authorization or approval of, or exemption by, or action by or in respect of, or notice to, or filing or registration with, any governmental body, agency or official is required by or with respect to the Company in connection with the execution, delivery and performance by the Company of this Subscription Agreement except (i) for such filings as may be required under Regulation A or under any applicable state securities laws, (ii) for such other filings and approvals as have been made or obtained, or (iii) where the failure to obtain any such order, license, consent, authorization, approval or exemption or give any such notice or make any filing or registration would not have a material adverse effect on the ability of the Company to perform its obligations hereunder.

(e) Capitalization. The authorized and outstanding securities of the Company immediately prior to the initial investment in the Securities is as set forth under "Securities Being Offered" in the Offering Circular. Except as set forth in the Offering Circular, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal), or agreements of any kind (oral or written) for the purchase or acquisition from the Company of any of its securities.

(f) Financial statements. Complete copies of the Company's financial statements consisting of the audited balance sheets of the Company as at December 31, 2018 and 2019 and the related statements of income, stockholders' equity and cash flows for the years ended December 31, 2018 and 2019 (the "Financial Statements") have been made available to the Subscriber and appear in the Offering Circular. The Financial Statements are based on the books and records of the Company and fairly present in all material respects the financial condition of the Company as of the respective dates they were prepared and the results of the operations and cash flows of the Company for the periods indicated. Haynie & Company, which has audited the Financial Statements, is an independent accounting firm within the rules and regulations adopted by the SEC.

(g) Proceeds. The Company shall use the proceeds from the issuance and sale of the Securities as set forth in "Use of Proceeds" in the Offering Circular.

(h) Litigation. Except as set forth in the Offering Circular, there is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body, or to the Company's knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, manager, director or key employee of the Company arising out of his or her consulting, employment or board relationship with the Company or that could otherwise materially impact the Company.

(i) With respect to selling stockholders of the Company (each, a "Selling Stockholder") from whom Subscriber may be purchasing the Securities via this Subsection Agreement, to the Company's knowledge:

(a) Title to the Securities. Each Selling Stockholder is the lawful owner of the Securities being offered for sale in the Offering by such Selling Stockholder, with good and marketable title thereto, and the Selling Stockholder has the absolute right to sell, assign, convey, transfer and deliver such Securities and any and all rights and benefits incident to the ownership thereof, all of which rights and benefits are transferable by the Selling Stockholder to the Subscriber, free and clear of all the following (collectively called "Claims") of any nature whatsoever: security interests, liens, pledges, claims (pending or threatened), charges, escrows, encumbrances, lock-up arrangements, options, rights of first offer or refusal, community property rights, mortgages, indentures, security agreements or other agreements, arrangements, contracts, commitments, understandings or obligations, whether written or oral and whether or not relating in any way to credit or the borrowing of money. Delivery to the Subscriber of such Securities, upon payment therefor, will (i) pass good and marketable title to such Securities to the relevant Investor(s), free and clear of all Claims, and (ii) convey, free and clear of all Claims, any and all rights and benefits incident to the ownership of such Securities.

(b) No Filings. No order, license, consent, authorization or approval of, or exemption by, or action by or in respect of, or notice to, or filing or registration with, any governmental body, agency or official is required by or with respect to each Selling Stockholder in connection with the sale and delivery of the Securities of such Selling Stockholder being sold hereunder, except (a) for such filings as may be required under Regulation A of the Securities Act of 1933, as amended the "Securities Act"), or under any applicable state securities laws, (b) for such other filings and approvals as have been made or obtained, or (c) where the failure to obtain any such order, license, consent, authorization, approval or exemption or give any such notice or make any filing or registration would not have a material adverse effect on the ability of

the Selling Stockholder to perform its obligations under the transactions contemplated hereby.

(c) No Litigation. With respect to each Selling Stockholder, there is no action, suit, proceeding, judgment, claim or investigation pending, or to the knowledge of the Selling Stockholder, threatened against the Selling Stockholder which could reasonably be expected in any manner to challenge or seek to prevent, enjoin, alter or materially delay any of the transactions contemplated by this Subscription Agreement.

(d) Non-Public Information. Each Selling Stockholder is not selling its Securities "on the basis of" (as defined in Rule 10b5-1 of the Securities and Exchange Act of 1934, as amended (the "Exchange Act")) any material, non-public information.

4. Representations and Warranties of Subscriber. By executing this Subscription Agreement, Subscriber (and, if Subscriber is purchasing the Securities subscribed for hereby in a fiduciary capacity, the person or persons for whom Subscriber is so purchasing) represents and warrants, which representations and warranties are true and complete in all material respects as of such Subscriber's respective Closing Date(s):

(a) Requisite Power and Authority. Such Subscriber has all necessary power and authority under all applicable provisions of law to execute and deliver this Subscription Agreement and other agreements required hereunder and to carry out their provisions. All action on Subscriber's part required for the lawful execution and delivery of this Subscription Agreement and other agreements required hereunder have been or will be effectively taken prior to the Closing Date. Upon their execution and delivery, this Subscription Agreement and other agreements required hereunder will be valid and binding obligations of Subscriber, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) Investment Representations. Subscriber understands that the Securities have not been registered under the Securities Act of 1933, as amended (the "Securities Act"). Subscriber also understands that the Securities are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Subscriber's representations contained in this Subscription Agreement.

(c) Illiquidity and Continued Economic Risk. Subscriber must bear the economic risk of this investment. Subscriber acknowledges that the Securities are quoted on the OTCQB over-the-counter market operated by OTC Markets Group Inc. under the symbol "STCB". Nonetheless, Subscriber acknowledges that there is no guarantee that this means there is or will be a liquid market for the Securities. If the Company fails to continue to meet the requirements for quotation on OTCQB, the Securities may be quoted on other tiers of the over-the-counter market to the extent any demand exists. Subscriber acknowledges assume that Subscriber may not be able to liquidate the Securities or some time, or be able to pledge the Securities as collateral, or be able to hold the Securities in a traditional brokerage account. Subscriber acknowledges that Subscriber is able to bear the economic risk of losing Subscriber's entire investment in the Securities. Subscriber also understands that an investment in the Company involves significant risks and has taken full cognizance of and understands all of the risk factors relating to the purchase of Securities.

(d) Accredited Investor Status or Investment Limits. Subscriber represents that either:

(i) Subscriber is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act. Subscriber represents and warrants that the undersigned meets one or more of the criteria set forth in Appendix A attached hereto; or

(ii) The purchase price of the Securities, together with any other amounts previously used to purchase Securities in this offering, does not exceed 10% of the greater of the Subscriber's annual income or net worth.

Subscriber represents that to the extent it has any questions with respect to its status as an accredited investor, or the application of the investment limits, it has sought professional advice.

(e) Stockholder information. Within five days after receipt of a request from the Company, the Subscriber hereby agrees to provide such information with respect to its status as a stockholder (or potential stockholder) and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and regulations to which the Company is or may become subject. **Subscriber further agrees that in the event it transfers any Securities, it will require the transferee of such Securities to agree to provide such information to the Company as a condition of such transfer.**

(f) Company Information. Subscriber understands that the Company is subject to all the risks that apply to early-stage companies, whether or not those risks are explicitly set out in the Offering Circular. Subscriber has had such opportunity as it deems necessary (which opportunity may have presented through online chat or commentary functions) to discuss the Company's business, management and financial affairs with managers, officers and management of the Company and has had the opportunity to review the Company's operations and facilities. Subscriber has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. Subscriber acknowledges that except as set forth herein, no representations or warranties have been made to Subscriber, or to Subscriber's advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

(g) Valuation. The Subscriber acknowledges that the price of the Securities was set by the Company on the basis of the Company's internal valuation and no warranties are made as to value. The Subscriber further acknowledges that future offerings of Securities may be made at lower valuations, with the result that the Subscriber's investment will bear a lower valuation.

(h) Domicile. Subscriber maintains Subscriber's domicile (and is not a transient or temporary resident) at the address shown on the signature page.

(i) No Brokerage Fees. There are no claims for brokerage commission, finders' fees or similar compensation in connection with the transactions contemplated by this Subscription Agreement or related documents based on any arrangement or agreement binding upon Subscriber.

(j) Foreign Investors. If Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. Subscriber's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

5. Survival of Representations and Indemnity. The representations, warranties and covenants made by the Subscriber herein shall survive the Termination Date. The Subscriber agrees to indemnify and hold harmless the Company and its respective officers, directors and affiliates, and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all reasonable attorneys' fees, including attorneys' fees on appeal) and expenses reasonably incurred in investigating, preparing or defending against any false representation or warranty or breach of failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any other document furnished by the Subscriber to any of the

foregoing in connection with this transaction.

6. Governing Law; Jurisdiction. This Subscription Agreement shall be governed and construed in accordance with the laws of the State of Nevada.

EACH OF THE SUBSCRIBER AND THE COMPANY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE STATE OF NEVADA AND NO OTHER PLACE AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS SUBSCRIPTION AGREEMENT NOT ARISING UNDER THE EXCHANGE ACT MAY BE LITIGATED IN SUCH COURTS. EACH OF SUBSCRIBER AND THE COMPANY ACCEPTS FOR ITSELF AND HIMSELF AND IN CONNECTION WITH ITS AND HIS RESPECTIVE PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT NOT ARISING UNDER THE EXCHANGE ACT. EACH OF SUBSCRIBER AND THE COMPANY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN THE MANNER AND IN THE ADDRESS SPECIFIED IN SECTION 7 AND THE SIGNATURE PAGE OF THIS SUBSCRIPTION AGREEMENT.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE AND INCLUDING CLAIMS UNDER THE FEDERAL SECURITIES LAWS) ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE ACTIONS OF EITHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF. EACH OF THE PARTIES HERETO ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF SUCH PARTY. EACH OF THE PARTIES HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS SUBSCRIPTION AGREEMENT. IN THE EVENT OF LITIGATION, THIS SUBSCRIPTION AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. BY AGREEING TO THIS WAIVER, THE SUBSCRIBER IS NOT DEEMED TO WAIVE THE COMPANY'S COMPLIANCE WITH THE FEDERAL SECURITIES LAWS AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER.

7. Notices. Notice, requests, demands and other communications relating to this Subscription Agreement and the transactions contemplated herein shall be in writing and shall be deemed to have been duly given if and when (a) delivered personally, on the date of such delivery; or (b) mailed by registered or certified mail, postage prepaid, return receipt requested, in the third day after the posting thereof; or (c) emailed, telecopied or cabled, on the date of such delivery to the address of the respective parties as follows:

If to the Company, to:
Starco Brands, Inc.
250 26th Street, Suite 200,
Santa Monica, CA 90402

with a required copy to:
CrowdCheck Law LLP
700 12th Street, NW
Washington, DC 20006

If to a Subscriber, to Subscriber's address as shown on the signature page hereto

or to such other address as may be specified by written notice from time to time by the party entitled to receive such notice. Any notices, requests, demands or other communications by telecopy or cable shall be confirmed by letter given in accordance with (a) or (b) above.

8. Miscellaneous.

(a) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require.

(b) This Subscription Agreement is not transferable or assignable by Subscriber.

(c) The representations, warranties and agreements contained herein shall be deemed to be made by and be binding upon Subscriber and its heirs, executors, administrators and successors and shall inure to the benefit of the Company and its successors and assigns.

(d) None of the provisions of this Subscription Agreement may be waived, changed or terminated orally or otherwise, except as specifically set forth herein or except by a writing signed by the Company and Subscriber.

(e) In the event any part of this Subscription Agreement is found to be void or unenforceable, the remaining provisions are intended to be separable and binding with the same effect as if the void or unenforceable part were never the subject of agreement.

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

(g) This Subscription Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

(h) The terms and provisions of this Subscription Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer, and no provision hereof shall confer, third-party beneficiary rights upon any other person.

(i) The headings used in this Subscription Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

(j) This Subscription Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(k) If any recapitalization or other transaction affecting the stock of the Company is effected, then any new, substituted or additional securities or other property which is distributed with respect to the Securities shall be immediately subject to this Subscription Agreement, to the same extent that the Securities, immediately prior thereto, shall have been covered by this Subscription Agreement.

(l) No failure or delay by any party in exercising any right, power or privilege under this Subscription Agreement shall operate as a waiver thereof nor shall any single or partial

exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

[*SIGNATURE PAGE FOLLOWS*]

STARCO BRANDS, INC.

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

The undersigned, desiring to purchase shares of Common Stock of Starco Brands, Inc. by executing this signature page, hereby executes, adopts and agrees to all terms, conditions and representations of the Subscription Agreement.

(a) EITHER (i) The undersigned is an accredited investor (as that term is defined in Regulation D under the Securities Act because the undersigned meets the criteria set forth in the following paragraph(s) of Appendix A attached hereto: _____ (print applicable number from Appendix A)

OR (ii) The amount set forth in paragraph (b) above (together with any previous investments in the Securities pursuant to this offering) does not exceed 10% of the greater of the undersigned's net worth or annual income. _____

(b) The Securities being subscribed for will be owned by, and should be recorded on the Company's books as held in the name of:

_____

(print name of owner or joint owners)

If the Securities are to be purchased in joint names, both Subscribers must sign:

_____	_____
Signature	Signature
_____	_____
Name (Please Print)	Name (Please Print)
_____	_____
Email address	Email address
_____	_____
Address	Address
_____	_____
_____	_____
Telephone Number	Telephone Number
_____	_____
Social Security Number/EIN	Social Security Number
_____	_____
Date	Date

* * * * *

This Subscription is accepted

on _____, 2021

STARCO BRANDS, INC.

By: _____

Name:

Title:

APPENDIX A

An accredited investor includes the following categories of investor:

(1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds $1,000,000.

(i) Except as provided in paragraph (a)(5)(ii) of this section, for purposes of calculating net worth under this paragraph (a)(5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Paragraph (a)(5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

(6) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in §230.506(b)(2)(ii); and

(8) Any entity in which all of the equity owners are accredited investors.

Exhibit 6.1

Broker-Dealer Agreement

This agreement (together with exhibits and schedules, the "Agreement") is entered into by and between Starco Brands, Inc. ("Client"), a Nevada Corporation, and Dalmore Group, LLC., a New York Limited Liability Company ("Dalmore"). Client and Dalmore agree to be bound by the terms of this Agreement, effective as of August 4, 2020 (the "Effective Date"):

Whereas, Dalmore is a registered broker-dealer providing services in the equity and debt securities market, including offerings conducted via SEC approved exemptions such as Reg D 506(b), 506(c), Regulation A+, Reg CF and others;

Whereas, Client is offering securities directly to the public in an offering exempt from registration under Regulation A (the "Offering"); and

Whereas, Client recognizes the benefit of having Dalmore as a service provider for investors who participate in the Offering ("Investors").

Now, Therefore, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Appointment, Term, and Termination**

a. Client hereby engages and retains Dalmore to provide operations and compliance services at Client's discretion.

b . The Agreement will commence on the Effective Date and will remain in effect for a period of twelve (12) months and will renew automatically for successive renewal terms of twelve (12) months each unless any party provides notice to the other party of non-renewal at least sixty (60) days prior to the expiration of the current term. If Client defaults in performing the obligations under this Agreement, the Agreement may be terminated (i) upon sixty (60) days written notice if Client fails to perform or observe any material term, covenant or condition to be performed or observed by it under this Agreement and such failure continues to be unremedied, (ii) upon written notice, if any material representation or warranty made by either Provider or Client proves to be incorrect at any time in any material respect, (iii) in order to comply with a Legal Requirement, if compliance cannot be timely achieved using commercially reasonable efforts, after providing as much notice as practicable, or (iv) upon thirty (30) days' written notice if Client or Dalmore commences a voluntary proceeding seeking liquidation, reorganization or other relief, or is adjudged bankrupt or insolvent or has entered against it a final and unappeable order for relief, under any bankruptcy, insolvency or other similar law, or either party executes and delivers a general assignment for the benefit of its creditors. The description in this section of specific remedies will not exclude the availability of any other remedies. Any delay or failure by Client to exercise any right, power, remedy or privilege will not be construed to be a waiver of such right, power, remedy or privilege or to limit the exercise of such right, power, remedy or privilege. No single, partial or other exercise of any such right, power, remedy or privilege will preclude the further exercise thereof or the exercise of any other right, power, remedy or privilege. All terms of the Agreement, which should reasonably survive termination, shall so survive, including, without limitation, limitations of liability and indemnities, and the obligation to pay Fees relating to Services provided prior to termination.

2 . **Services.** Dalmore will perform the services listed on *Exhibit A* attached hereto and made a part hereof, in connection with the Offering (the "Services"). Unless otherwise agreed to in writing by the parties.

3. **Compensation.** As compensation for the Services, Client shall pay to Dalmore a fee equal to one hundred (100) basis points on the aggregate amount raised by the Client. This will only start after FINRA Corporate Finance issues a No Objection Letter for the offering. Client authorizes Dalmore to deduct the fee directly from the Client's third party escrow or payment account.

There will also be a one time advance payment for out of pocket expenses of $5,000. Payment is due and payable upon execution of this agreement. The advance payment will cover expenses anticipated to be incurred by the firm such a preparing the FINRA filing, due diligence expenses, working with the Client's SEC counsel in providing information to the extent necessary, and any other services necessary and required prior to the approval of the offering. The firm will refund a portion of the payment related to the advance to the extent it was not used, incurred or provided to the Client.

The Client shall also engage Dalmore as a consultant to provide ongoing general consulting services relating to the Offering such as coordination with third party vendors and general guidance with respect to the Offering. The Client will pay a one time Consulting Fee of $20,000 which will be due and payable immediately after FINRA issues a No Objection Letter and the Client receives SEC Qualification.

4. **Regulatory Compliance**

a . Client and all its third party providers shall at all times (i) comply with direct requests of Dalmore; (ii) maintain all required registrations and licenses, including foreign qualification, if necessary; and (iii) pay all related fees and expenses (including the FINRA Corporate Filing Fee), in each case that are necessary or appropriate to perform their respective obligations under this Agreement. Client shall comply with and adhere to all Dalmore policies and procedures.

FINRA Corporate Filing Fee for this $50,000,000, best efforts offering will be $8,000 and will be a pass- through fee payable to Dalmore, from the Client, who will then forward it to FINRA as payment for the filing. This fee is due and payable prior to any submission by Dalmore to FINRA.

b . Client and Dalmore will have the shared responsibility for the review of all documentation related to the Transaction but the ultimate discretion about accepting a client will be the sole decision of the Client. Each Investor will be considered to be that of the Client's and NOT Dalmore.

c . Client and Dalmore will each be responsible for supervising the activities and training of their respective sales employees, as well as all of their other respective employees in the performance of functions specifically allocated to them pursuant to the terms of this Agreement.

d. Client and Dalmore agree to promptly notify the other concerning any material communications from or with any Governmental Authority or Self Regulatory Organization with respect to this Agreement or the performance of its obligations, unless such notification is expressly prohibited by the applicable Governmental Authority.

5 . **Role of Dalmore.** Client acknowledges and agrees that Client will rely on Client's own judgment in using Dalmore' Services. Dalmore (i) makes no representations with respect to the quality of any investment opportunity or of any issuer; (ii) does not guarantee the performance to and of any Investor; (iii) will make commercially reasonable efforts to perform the Services in accordance with its specifications; (iv) does not guarantee the performance of any party or facility which provides connectivity to Dalmore; and (v) is not an investment adviser, does not provide investment advice and does not recommend securities transactions and any display of data or other information about an investment opportunity, does not constitute a recommendation as to the appropriateness, suitability, legality, validity or profitability of any transaction. Nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship of any kind.

6. **Indemnification**.

a. Indemnification by Client. Client shall indemnify and hold Dalmore, its affiliates and their representatives and agents harmless from, any and all actual or direct losses, liabilities, judgments, arbitration awards, settlements, damages and costs (collectively, "Losses"), resulting from or arising out of any third party suits, actions, claims, demands or similar proceedings (collectively, "Proceedings") to the extent they are based upon (i) a breach of this Agreement by Client, (ii) the wrongful acts or omissions of Client, or (iii) the Offering.

b . Indemnification by Dalmore. Dalmore shall indemnify and hold Client, Client's affiliates and Client's representatives and agents harmless from any Losses resulting from or arising out of Proceedings to the extent they are based upon (i) a breach of this Agreement by Dalmore or (ii) the wrongful acts or omissions of Dalmore or its failure to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement

c . Indemnification Procedure. If any Proceeding is commenced against a party entitled to indemnification under this section, prompt notice of the Proceeding shall be given to the party obligated to provide such indemnification. The indemnifying party shall be entitled to take control of the defense, investigation or settlement of the Proceeding and the indemnified party agrees to reasonably cooperate, at the indemnifying party's cost in the ensuing investigations, defense or settlement.

7 . **Notices**. Any notices required by this Agreement shall be in writing and shall be addressed, and delivered or mailed postage prepaid, or faxed or emailed to the other parties hereto at such addresses as such other parties may designate from time to time for the receipt of such notices. Until further notice, the address of each party to this Agreement for this purpose shall be the following:

If to the Client:

Starco Brands, Inc.
250 26th St.

Santa Monica, CA 90402
Attn: Ross Sklar – CEO
Tel: 310-866-5550
Email: Ross@starcobrands.com

If to the Dalmore:

Dalmore Group, LLC.
525 Green Place
Woodmere, NY 11598
Attn: Etan Butler, Chairman
Tel: 917-319-3000
etan@dalmorefg.com

8. Confidentiality and Mutual Non-Disclosure:

a. Confidentiality.

i. Included Information. For purposes of this Agreement, the term "Confidential Information" means all confidential and proprietary information of a party, including but not limited to (i) financial information, (ii) business and marketing plans, (iii) the names of employees and owners, (iv) the names and other personally-identifiable information of users of the third-party provided online fundraising platform, (v) security codes, and (vi) all documentation provided by Client or Investor.

ii. Excluded Information. For purposes of this Agreement, the term "confidential and proprietary information" shall not include (i) information already known or independently developed by the recipient without the use of any confidential and proprietary information, or (ii) information known to the public through no wrongful act of the recipient.

iii. Confidentiality Obligations. During the Term and at all times thereafter, neither party shall disclose Confidential Information of the other party or use such Confidential Information for any purpose without the prior written consent of such other party. Without limiting the preceding sentence, each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses to safeguard its own Confidential Information. Notwithstanding the foregoing, a party may disclose Confidential Information (i) if required to do by order of a court of competent jurisdiction, provided that such party shall notify the other party in writing promptly upon receipt of knowledge of such order so that such other party may attempt to prevent such disclosure or seek a protective order; or (ii) to any applicable governmental authority as required by applicable law. Nothing contained herein shall be construed to prohibit the SEC, FINRA, or other government official or entities from obtaining, reviewing, and auditing any information, records, or data. Issuer acknowledges that regulatory record-keeping requirements, as well as securities industry best practices, require Provider to maintain copies of practically all data, including communications and materials, regardless of any termination of this Agreement.

9. **Miscellaneous.**

a . ANY DISPUTE OR CONTROVERSY BETWEEN THE CLIENT AND PROVIDER RELATING TO OR ARISING OUT OF THIS AGREEMENT WILL BE SETTLED BY ARBITRATION BEFORE AND UNDER THE RULES OF THE ARBITRATION COMMITIEE OF FINRA.

b. This Agreement is non-exclusive and shall not be construed to prevent either party from engaging in any other business activities

c. This Agreement will be binding upon all successors, assigns or transferees of Client. No assignment of this Agreement by either party will be valid unless the other party consents to such an assignment in writing. Either party may freely assign this Agreement to any person or entity that acquires all or substantially all of its business or assets. Any assignment by the either party to any subsidiary that it may create or to a company affiliated with or controlled directly or indirectly by it will be deemed valid and enforceable in the absence of any consent from the other party.

d . Neither party will, without prior written approval of the other party, place or agree to place any advertisement in any website, newspaper, publication,

periodical or any other media or communicate with the public in any manner whatsoever if such advertisement or communication in any manner makes reference to the other party, to any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control, with the other party and to the clearing arrangements and/or any of the Services embodied in this Agreement. Client and Dalmore will work together to authorize and approve co-branded notifications and client facing communication materials regarding the representations in this Agreement. Notwithstanding any provisions to the contrary within, Client agrees that Dalmore may make reference in marketing or other materials to any transactions completed during the term of this Agreement, provided no personal data or Confidential Information is disclosed in such materials.

e. THE CONSTRUCTION AND EFFECT OF EVERY PROVISION OF THIS AGREEMENT, THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT AND ANY QUESTIONS ARISING OUT OF THE AGREEMENT, WILL BE SUBJECT TO THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party

f. If any provision or condition of this Agreement will be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, the validity of the remaining provisions and conditions will not be affected and this Agreement will be carried out as if any such invalid or unenforceable provision or condition were not included in the Agreement.

g. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement relating to the subject matter herein. The Agreement may not be modified or amended except by written agreement.

h. This Agreement may be executed in multiple counterparts and by facsimile or electronic means, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

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

CLIENT: Starco Brands, Inc.

By *<u>/s/ Ross Sklar</u>*
Name: Ross Sklar
Its: CEO

Dalmore Group, LLC:

By *<u>/s/ Etan Butler</u>*
Name: Etan Butler
Its: Chairman

Exhibit A

Services:

a. **Dalmore Responsibilities –** Dalmore agrees to:

i. Review investor information, including KYC (Know Your Customer) data, perform AML (Anti-Money Laundering) and other compliance background checks, and provide a recommendation to Client whether or not to accept investor as a customer of the Client;
ii. Review each investors subscription agreement to confirm such Investors participation in the offering, and provide a determination to Client whether or not to accept the use of the subscription agreement for the Investors participation;
iii. Contact and/or notify the issuer, if needed, to gather additional information or clarification on an investor;
iv. Not provide any investment advice nor any investment recommendations to any investor;
v. Keep investor details and data confidential and not disclose to any third-party except as required by regulators or in our performance under this Agreement (e.g. as needed for AML and background checks);
vi. Coordinate with third party providers to ensure adequate review and compliance.

Exhibit 6.2

BRAND LICENSE AGREEMENT

This License Agreement ("Agreement"), effective July 12, 2017 is entered into by Insynergy Products, Inc. DBA Starco Brands (hereinafter "LICENSOR") and The Starco Group and its affiliates (hereinafter "LICENSEE").

RECITALS

WHEREAS, Starco Brands creates, develops and owns brands, trade names and marketing data of consumer and commercial products, and;

WHEREAS, The Starco Group is a developer and manufacturer of commercial and consumer products in the chemical, personal care, food, beverage and spirits channels and 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 manufacture 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 License in Licensed Brands.

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

B. Term of 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.**

Royalties.

LICENSEE shall pay LICENSOR based on the following model:

Following royalties are based on LICENSEE'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 LICENSEE, LICENSEE shall pay the Royalty due to LICENSOR 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 LICENSEE to LICENSOR per Net Unit Sales in US ($) currency are as follows:

The LICENSEE will manufacture or may subcontract the manufacture of the products and earn a twenty-five (25%) percent gross margin on its cost of goods based on GAAP and the costing model attached in Exhibit B. The LICENSEE will sell said products to a variety of distributors, retailers and end users at a wholesale or retail amount. The delta between the LICENSEEs cost including the 25% margin and Net Unit Sales is the royalty paid to the LICENSOR. For example, if the LICENSEE manufactures said product and adds its 25% gross margin and that cost is $1.00 and the LICENSEE then sells said product to a retailer, and the Net Unit Sales is $2.00, the difference is $1.00 and this is the royalty paid to the LICENSOR. It is understood that the royalty amount will fluctuate depending on what price the products are sold at in any given distribution channel and upon changes in the LICENSEE'S cost. LICENSEE's costs will not be updated more frequently than quarterly.

The way the LICENSEE costs the product must be provided to the LICENSOR in full transparency. At the LICENSORS election, the LICENSOR may use a third party to audit, at its expense, the LICENSEES costs and expenses in its determining of its costing and pricing inclusive of its 25% margin thereof as well as the calculation(s) of Net Unit Sales.

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) 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 LICENSEE:

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

Tel: 323 266 7111
Fax: 888 273 4489

As to LICENSOR:

Sandy Lang
Chairman of the Board
Insynergy Products, Inc. DBA Starco Brands
2501 Burbank Blvd - 201
Burbank, CA 92046
Email: sandy@insynergyproducts.com

Tel: 818 635 9444

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. Reimbursement of Expenses

LICENSEE has incurred $72,842.97 of expenses to launch Licensed Brands (see Exhibit C). Once Royalties exceed $250,000 in the aggregate, LICENSEE will deduct the incurred expenses from the subsequent Royalty payments until LICENSEE is paid in full.

18. 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.

The Starco Group:		**Insynergy Products Inc. DBA Starco Brands:**	
Date: July 12, 2017		Date: July 12, 2017	
Title:	CEO	Title:	Chairman
Signature:	/s/ Ross Sklar	Signature:	/s/ Sandy Lang
Print:	Ross Sklar	Print:	Sandy Lang

Exhibit A
Licensed Brands

Breathe
Whipshots and subsequent non-private label alcoholic whipped cream brands
Goldie Cakes and subsequent non-private label "baked goods in a can" brands
Dizzo
Pret a Servez
Heat Seekers
Beachside BBQ Co.
H2Art
Sansol
M.
Divina
Diner Express

Exhibit B
Cost Model

(REDACTED)

Exhibit C
Reimbursable Expenses

(REDACTED)

AMENDMENT TO BRAND LICENSE AGREEMENT

In accordance with the terms set forth in the Brand License Agreement dated July 12, 2017 between Insynergy Products, Inc dba Starco Brands (now Starco Brands, Inc.) ("LICENSOR") and The Starco Group and its affiliates ("LICENSEE"), Exhibit A is hereby amended to include the brand and tradename "Honu". Amended Exhibit A attached.

The parties below have agreed to the above Amendment by signing this Amendment on the respective dates below.

The Starco Group:

Date: April 1, 2018

By: /s/ Darin Brown

Name: Darin Brown

Title: EVP

Starco Brands, Inc.:

Date: April 1, 2018

BOARD OF DIRECTORS

/s/ Ross Sklar
Ross Sklar

/s/ Sanford Lang
Sanford Lang

/s/ Martin Goldrod
Martin Goldrod

AMENDED EXHIBIT A

Breathe
Whipshots and subsequent non-private label alcoholic whipped cream brands
Goldie Cakes and subsequent non-private label "baked goods in a can" brands
Dizzo
Pret a Servez
Heat Seekers
Beachside BBQ Co.
H2Art
Sansol
M.
Divina
Diner Express
Honu

PROMISSORY NOTE

$100,000.00 Santa Monica, California January 24, 2020

By this Promissory Note (this "**Note**"), STARCO BRANDS, INC., a Nevada corporation ("**Maker**"), promises to pay to Ross Sklar ("**Payee**"), at Payee's current address at 250 26th Street, Suite 200, Santa Monica, California 90402, or at such other addresses as Payee may from time to time designate in writing to Maker, the principal sum of One Hundred Thousand and No Hundredths Dollars ($100,000.00), subject to the terms and conditions contained herein.

1. Accrual of Interest. The outstanding principal balance of this Note shall accrue interest at a rate equal to four percent (4.0%) per annum, compounded monthly, from the date hereof until this Note shall have been repaid in full; provided, however, that, if Maker defaults in its repayment of all principal and accrued interest due on this Note at maturity, the then outstanding principal amount of this Note shall thereafter bear interest at a rate equal to ten percent (10%) simple per annum until all such principal and accrued interest due on this Note is repaid in full.

2. Maturity of Note. All principal and accrued interest due on this Note shall be paid by Maker to Payee on or before the date which is two (2) years after the date hereof. Maker is entitled to prepay any accrued interest and principal due on this Note, in whole or in part, at any time prior to the maturity date of this Note without any prepayment penalty of any kind.

3. Application of Payments. All payments made by Maker on this Note shall be applied in the following order of priority:

(a) First, to accrued but unpaid interest then due on this Note; and

(b) Second, to the unpaid principal balance due on this Note.

4. Applicable Law. This Note shall be governed and construed and interpreted in accordance with the laws of the State of California.

5. Partial Invalidity. If any provision or any word, term, provision or part of any provision of this Note is deemed to be invalid for any reason, the same shall be ineffective but the remaining provisions of this Note or portions thereof shall not be affected and shall remain in full force and effect.

6. Modifications. No waiver or modification of any of the terms or provisions of this Note shall be valid or binding unless set forth in a writing signed by Payee, and then only to the extent specifically set forth therein.

7. Miscellaneous Terms.

(a) The options, powers and rights of Payee specified herein are (except as expressly set forth herein) in addition to, and not in lieu of, those authorized by applicable law.

(b) To the extent permitted by applicable law, Maker waives (except as

expressly set forth herein) notice of protest, presentment, demand and any other notice in connection with the collection of this Note by Payee.

(c) This Note shall be binding on Maker, its successors and assigns and shall inure to the benefit of Payee, his heirs, legatees, successors and assigns.

(d) Any payment hereunder which is required to be made on a day which is not a business day in Santa Monica, California shall be payable on the next immediately succeeding business day and such additional time shall be included in the computation of interest.

(e) All sums payable under this Note shall be payable in lawful money of the United States of America.

(f) If Payee is required to initiate legal action in order to collect on this Note, Maker promises to pay such court costs and legal fees incurred by Payee as a court of competent jurisdiction may fix as Payee's reasonable costs and fees.

"Maker"

STARCO BRANDS, INC.

By: _____
Sanford Lang, Chairman

Accepted on and as of the date of this Note:

_____
Ross Sklar

PrimeTrust

Escrow Services Agreement

This Escrow Services Agreement (this "Agreement") is made and entered into as of [●] by and between Prime Trust, LLC ("Prime Trust" or "Escrow Agent"), Starco Brands, Inc. (the "Issuer") and Dalmore Group, LLC (the "Broker").

Recitals

WHEREAS, the Issuer proposes to offer for sale and sell securities to prospective investors ("Subscribers"), as disclosed in its offering materials, in a registered offering pursuant to the Securities Act of 1933, as amended, or exemption from registration (i.e. Regulation A+) (the "Offering"), the equity, debt or other securities of the Issuer (the "Securities") in the amount of at least [N/A] (the "Minimum Amount of the Offering") and up to the maximum amount of $50,000,000 (the "Maximum Amount of the Offering").

WHEREAS, Issuer has engaged Broker, a registered broker-dealer with the Securities Exchange Commission and member of the Financial Industry Regulatory Authority, to serve as placement agent or underwriter, as applicable, for the Offering.

WHEREAS, Issuer and Broker desire to establish an Escrow Account in which funds received from Subscribers will be held during the Offering, subject to the terms and conditions of this Agreement.

WHEREAS, Prime Trust agrees to serve as third-party escrow agent for the Subscribers with respect to such Escrow Account (as defined below) in accordance with the terms and conditions set forth herein.

Agreement

NOW THEREFORE, in consideration for the mutual covenants, promises, agreements, representations, and warranties contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties herby agree as follows:

1. **Establishment of Escrow Account.** Prior to the Issuer initiating the Offering, and prior to the receipt of the first Subscriber funds, Escrow Agent shall establish an account for the Issuer (the "Escrow Account"). All parties agree to maintain the Escrow Account and Escrow Amount (as defined below) in a manner that is compliant with applicable banking and securities regulations. Escrow Agent shall be the sole administrator of the Escrow Account.

2. **Escrow Period.** The escrow period ("Escrow Period") shall begin with the commencement of the Offering and shall terminate, in whole or in part, as applicable, upon the earlier to occur of the following:

    a. The date upon which the Minimum Amount of the Offering is received, in bona fide transactions that are fully paid for with cleared funds, which is defined to occur when Escrow Agent has received gross proceeds of at least the Minimum Amount of the Offering that have cleared in the Escrow Account and the Issuer and/or Broker instructed a partial or full closing on those funds.; or

    b. [●], if the Minimum Amount of the Offering has not been reached; or

    c. The date upon which a determination is made by Issuer and/or their authorized representatives to terminate the Offering; or

    d. Escrow Agent's exercise of the termination rights specified in Section 8.

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During the Escrow Period, the parties agree that (i) the Escrow Account and escrowed funds will be held for the benefit of the Subscribers, and that (ii) neither Issuer nor the Broker are entitled to any funds received into the Escrow Account, and that no amounts deposited into the Escrow Account shall become the property of Issuer, Broker or any third-party, or be subject to any debts, liens or encumbrances of any kind, until the contingency has been satisfied by the sale of the Minimum Amount of the Offering to such Subscribers in bona fide transactions that are fully paid and cleared.

3. **Deposits into the Escrow Account.** All Subscribers will be directed by the Issuer and its agents to transmit their data and subscription amounts via Escrow Agent's technology systems ("Issuer Dashboard"), directly to the Escrow Account to be held for the benefit of Subscribers in accordance with the terms of this Agreement and applicable regulations. All Subscribers will transfer funds directly to the Escrow Agent (with checks, if any, made payable to "Prime Trust, LLC as Escrow Agent for Investors in [●]") for deposit into the Escrow Account. Escrow Agent shall process all subscription amounts for collection through the banking system (except for virtual currencies), shall hold Escrow Amounts, and shall maintain an accounting of each such subscription amount posted to its ledger, which also sets forth, among other things, each Subscriber's name and address, the quantity of Securities purchased, and the amount paid. All subscription amounts which have cleared the banking system, or in the case of virtual currencies are confirm as received, are hereinafter referred to as the "Escrow Amount". No interest shall be paid to Issuer or Subscribers on balances in the Escrow Account. Issuer shall promptly, concurrent with any new or modified subscription agreement (each a "Subscription Agreement") and/or Offering materials, provide Escrow Agent with a copy of such revised documents and other information as may be reasonably requested by Escrow Agent which is necessary for the performance of its duties under this Agreement. Escrow Agent is under no duty or responsibility to enforce collection of any subscription amounts whether delivered to it or not hereunder. Issuer shall cooperate with Escrow Agent with clearing any and all AML and funds processing exceptions.

    Funds Hold; Clearing, Settlement and Risk Management Policy: All parties agree that Subscriber funds are considered "cleared" as follows:

    * Wires — 24 hours (one business day) following receipt of funds;
    * Checks — 10 days following deposit of funds to the Escrow Account;
    *ACH — 10 days following receipt of funds;
    *Virtual currencies – upon receipt of coins/tokens or USD upon conversion, as agreed;
    *Credit and Debit Cards – 24 hours (one business day) following receipt of funds.

    For subscription amounts received through ACH transfers, Federal regulations provide Subscribers with the right to recall, cancel or otherwise dispute the transaction for a period of up to 60 days following the transactions. Similarly, subscription amounts processed by credit or debit card transactions are subject to recall, chargeback, cancellation or other dispute for a period of up to 180 days following the transaction. As an accommodation to the Issuer and Broker, subject to the terms of this

Agreement, Escrow Agent shall make subscription amounts received through ACH fund transfers available starting 10 calendar days following receipt by Escrow Agent of the subscription amounts and 24 hours following receipt of funds for credit and debit card transactions. Notwithstanding the foregoing, all cleared subscription amounts remain subject to internal compliance review in accordance with internal procedures and applicable rules and regulations. Escrow Agent reserves the right to deny, suspend or terminate participation in the Escrow Account any Subscriber to the extent Escrow Agent, in its sole and absolute discretion, deems it advisable or necessary to comply with applicable laws or to eliminate practices that are not consistent with laws, rules, regulations or best practices. Prime Trust reserves the right to limit, suspend, restrict (including increasing clearing periods) or terminate the use of ACH, credit card and/or debit card transactions at its sole discretion. Without limiting the indemnification obligations under Section 11 of this Agreement, Issuer agrees that it will immediately indemnify, hold harmless and reimburse the Escrow Agent for any fees, costs or liability whatsoever resulting or arising from funds processing failures, including without limitation chargebacks, recalls or other disputes. Issuer acknowledges and agrees that the Escrow Agent shall not be responsible for or obligated to pursue collection of any funds from Subscribers.

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4. **Disbursements from the Escrow Account.** In the event Escrow Agent does not receive the Minimum Amount of the Offering prior to the termination of the Escrow Period, Escrow Agent shall terminate the Escrow Account and make a full and prompt return of cleared funds to each Subscriber to the Offering. In the event Escrow Agent receives cleared funds for at least the Minimum Amount of the Offering prior to the termination of the Escrow Period, and for any point thereafter and Escrow Agent receives a written instruction from Issuer and Broker (generally via notification on the Issuer Dashboard), Escrow Agent shall, pursuant to those instructions, make a disbursement to the Issuer from the Escrow Account. Issuer acknowledges that there is a 24-hour (one business day) processing time once a request has been received to disburse funds from the Escrow Account. Furthermore, Issuer directs Escrow Agent to accept instructions regarding fees from Broker, including other registered securities brokers in the syndicate, if any, or from the API integrated platform or portal through which this Offering is being conducted, if any.

5. **Collection Procedure.** Escrow Agent is hereby authorized, upon receipt of Subscriber funds, to promptly deposit them in the Escrow Account. Any Subscriber funds which fail to clear or are subsequently reversed, including but not limited to chargebacks, recalls or otherwise disputed, shall be debited to the Escrow Account, with such debits reflected on the Escrow Account ledger accessible via Escrow Agent's API or Issuer Dashboard as a non-exclusive remedy. Any and all escrow fees paid by Issuer, including those for funds processing are non-refundable, regardless of whether ultimately cleared, failed, rescinded, returned or recalled. In the event of any Subscriber refunds, returns or recalls after funds have already been remitted to Issuer, Issuer and/or Broker hereby irrevocably agree to immediately and without delay or dispute send equivalent funds to Escrow Agent to cover such refunds, returns or recalls. If Issuer has any dispute or disagreement with its Subscriber then that is separate and apart from this Agreement and Issuer and/or Broker will address such matters directly with such Subscriber, including taking whatever actions Issuer and/or Broker determines appropriate, but Issuer and/or Broker shall regardless remit funds to Escrow Agent and not involve Escrow Agent in any such disputes.

6. **Escrow Administration Fees, Compensation of Prime Trust.** Escrow Agent is entitled to escrow administration fees from Issuer and/or Broker as set forth in Schedule A attached hereto and as displayed on the Issuer Dashboard. Escrow Agent fees are not contingent in any way on the success or failure of the Offering, receipt of Subscriber funds, or transactions contemplated by this Agreement. No fees, charges or expense reimbursements of Escrow Agent are reimbursable, and are not subject to pro-rata analysis. All fees and charges, if not paid by a representative of Issuer (e.g. funding platform, lead syndicate broker, etc.), may be made via either Issuers credit/debit card or ACH information on file with Escrow Agent. Issuer shall at all times maintain appropriate funds in their account for the payment of escrow administration fees. Escrow Agent may also collect its fee(s), at its option, from any other account held by the Issuer at Prime Trust. It is acknowledged and agreed that no fees, reimbursement for costs and expenses, indemnification for any damages incurred by Issuer or Escrow Agent shall be paid out of or chargeable to the Escrow Amount.

7. **Representations and Warranties.** The Issuer and Broker each covenant and make the following representations and warranties to Escrow Agent:

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a. It is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

b. This Agreement and the transactions contemplated thereby have been duly approved by all necessary actions, including any necessary shareholder or membership approval, has been executed by its duly authorized officers, and constitutes a valid and binding agreement enforceable in accordance with its terms.

c. The execution, delivery, and performance of this Agreement is in accordance with the agreements related to the Offering and will not violate, conflict with, or cause a default under its articles of incorporation, bylaws, management agreement or other organizational document, as applicable, any applicable law, rule or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject, or any agreement, contract, indenture, or other binding arrangement, including the agreements related to the Offering, to which it is a party or any of its property is subject.

d. The Offering shall contain a statement that Escrow Agent has not investigated the desirability or advisability of investment in the Securities nor approved, endorsed or passed upon the merits of purchasing the Securities; and the name of Escrow Agent has not and shall not be used in any manner in connection with the Offering of the Securities other than to state that Escrow Agent has agreed to serve as escrow agent for the limited purposes set forth in this Agreement.

e. No party other than the parties hereto has, or shall have, any lien, claim or security interest in the Escrow Amounts or any part thereof. No financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Amounts or any part thereof.

f. It possesses such valid and current licenses, certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct its respective businesses, and it has not received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such license, certificate, authorization or permit.

g. Its business activities are in no way related to Cannabis, gambling, pornography, or firearms.

h. The Offering complies in all material respects with the Act and all applicable laws, rules and regulations.

i. All of its representations and warranties contained herein are true and complete as of the date hereof and will be true and complete at the time of any disbursement of Escrow Amounts.

8. **Term and Termination.** This Agreement will remain in full force during the Escrow Period and shall terminate upon the following:

a. As set forth in Section 2.

b. Termination for Convenience. Any party may terminate this Agreement at any time for any reason by giving at least thirty (30) days' written notice.

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c. Escrow Agent's Resignation. Escrow Agent may unilaterally resign at any time without prior notice by giving written notice to Issuer, whereupon Issuer will immediately appoint a successor escrow agent.

9. **Binding Arbitration, Applicable Law, Venue, and Attorney's Fees.** This Agreement is governed by, and will be interpreted and enforced in accordance with, the laws of the State of Nevada, as applicable, without regard to principles of conflict of laws. Any claim or dispute arising under this Agreement may only be brought in arbitration, pursuant to the rules of the American Arbitration Association, with venue in Clark County, Nevada. The parties consent to this method of dispute resolution, as well as jurisdiction, and consent to this being a convenient forum for any such claim or dispute and waives any right it may have to object to either the method or jurisdiction for such claim or dispute. Furthermore, the prevailing party shall be entitled to recover damages plus reasonable attorney's fees and costs and the decision of the arbitrator shall be final, binding and enforceable in any court.

10. **Limited Capacity of Escrow Agent.** This Agreement expressly and exclusively sets forth the duties of Escrow Agent with respect to any and all matters pertinent hereto, and no implied duties or obligations shall be read into this Agreement against Escrow Agent. Escrow Agent acts hereunder as an escrow agent only and is not associated, affiliated, or involved in the business decisions or business activities of Issuer, portal, or Subscriber. Escrow Agent is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness, or validity of the subject matter of this Agreement or any part thereof, or for the form of execution thereof, or for the identity or authority of any person executing or depositing such subject matter. Escrow Agent shall be under no duty to investigate or inquire as to the validity or accuracy of any document, agreement, instruction, or request furnished to it hereunder, including, without limitation, the authority or the identity of any signer thereof, believed by it to be genuine, and Escrow Agent may rely and act upon, and shall not be liable for acting or not acting upon, any such document, agreement, instruction, or request. Escrow Agent shall in no way be responsible for notifying, nor shall it be responsible to notify, any party thereto or any other party interested in this Agreement of any payment required or maturity occurring under this Agreement or under the terms of any instrument deposited herewith. Escrow Agent's entire liability, and Broker and Issuer's exclusive remedy, in any cause of action based on contract, tort, or otherwise in connection with any services furnished pursuant to this Agreement shall be limited to the total fees paid to Escrow Agent by Issuer. The Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any reasonable liability whatsoever in acting in accordance with the opinion or instruction of such counsel. Issuer shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel.

11. **Indemnity.** Issuer agrees to defend, indemnify and hold Escrow Agent and its related entities, directors, employees, service providers, advertisers, affiliates, officers, agents, and partners and third-party service providers (collectively, "Escrow Agent Indemnified Parties") harmless from and against any loss, liability, claim, or demand, including attorney's fees (collectively "Expenses"), made by any third party due to or arising out of (i) this Agreement or a breach of any provision in this Agreement, or (ii) any change in regulation or law, state or federal, and the enforcement or prosecution of such as such authorities may apply to or against Issuer. This indemnity shall include, but is not limited to, all Expenses incurred in conjunction with any interpleader that Escrow Agent may enter into regarding this Agreement and/or third-party subpoena or discovery process that may be directed to Escrow Agent Indemnified Parties. It shall also include any action(s) by a governmental or trade association authority seeking to impose criminal or civil sanctions on any Escrow Agent Indemnified Parties based on a connection or alleged connection between this Agreement and Issuers business and/or associated persons. The defense, indemnification and hold harmless obligations will survive termination of this Agreement. Escrow Agent reserves the right to control the defense of any such claim or action and all negotiations for settlement or compromise, and to select or approve defense counsel, and Issuer agrees to fully cooperate with Escrow Agent in the defense of any such claim, action, settlement, or compromise negotiations.

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12. **Entire Agreement, Severability and Force Majeure.** This Agreement contains the entire agreement between Issuer and Escrow Agent regarding the Escrow Account. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. Furthermore, no party shall be responsible for any failure to perform due to acts beyond its reasonable control, including acts of God, terrorism, shortage of supply, labor difficulties (including strikes), war, civil unrest, fire, floods, electrical outages, equipment or transmission failures, internet interruptions, vendor failures (including information technology providers), or other similar causes.

13. **Escrow Agent Compliance.** Escrow Agent may, at its sole discretion, comply with any new, changed, or reinterpreted regulatory or legal rules, laws or regulations, law enforcement or prosecution policies, and any interpretations of any of the foregoing, and without necessity of notice, Escrow Agent may (i) modify either this Agreement or the Escrow Account, or both, to comply with or conform to such changes or interpretations or (ii) terminate this Agreement or the Escrow Account or both if, in the sole and absolute discretion of Escrow Agent, changes in law enforcement or prosecution policies (or enactment or issuance of new laws or regulations) applicable to the Issuer might expose Escrow Agent to a risk of criminal or civil prosecution, and/or of governmental or regulatory sanctions or forfeitures if Escrow Agent were to continue its performance under this Agreement. Furthermore, all parties agree that this Agreement shall continue in full force and be valid, unchanged and binding upon any successors of Escrow Agent. Changes to this Agreement will be sent to Issuer via email. Escrow Agent may act or refrain from acting in respect of any matter referred to in this Escrow Agreement in full reliance upon and by and with the advice of its legal counsel and shall be fully protected in so acting or in refraining from acting upon advice of counsel. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder, the Escrow Agent shall be entitled to (i) refrain from taking any action other than to keep safe the Escrow Amounts until directed otherwise by a court of competent jurisdiction or, (ii) interplead the Escrow Amount to a court of competent jurisdiction.

14. **Waivers.** No waiver by any party to this Agreement of any condition or breach of any provision of this Agreement will be effective unless in writing. No waiver by any party of any such condition or breach, in any one instance, will be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other provision contained in this Agreement.

15. **Notices.** Any notice to Escrow Agent is to be sent to escrow@primetrust.com. Any notices to Issuer will be to [●] and any notices to the Broker will be sent to [●].

Any party may change their notice or email address giving notice thereof in accordance with this Paragraph. All notices hereunder shall be deemed given: (1) if served in person, when served; (2) if sent by facsimile or email, on the date of transmission if before 6:00 p.m. Eastern time, provided that a hard copy of such notice is also sent by either a nationally recognized overnight courier or by U.S. Mail, first class; (3) if by overnight courier, by a nationally recognized courier which has a system of providing evidence of delivery, on the first business day after delivery to the courier; or (4) if by U.S. Mail, on the third day after deposit in the mail, postage prepaid, certified mail, return receipt requested. Furthermore, all parties hereby agree that all current and future notices, confirmations and other communications regarding this

Agreement specifically, and future communications in general between the parties, may be made by email, sent to the email address of record as set forth above or as otherwise from time to time changed or updated in Issuer Dashboard, directly by the party changing such information, without necessity of confirmation of receipt, delivery or reading, and such form of electronic communication is sufficient for all matters regarding the relationship between the parties. If any such electronically-sent communication fails to be received for any reason, including but not limited to such communications being diverted to the recipients' spam filters by the recipients email service provider or technology, or due to a recipients' change of address, or due to technology issues by the recipients' service provider, the parties agree that the burden of such failure to receive is on the recipient and not the sender, and that the sender is under no obligation to resend communications via any other means, including but not limited to postal service or overnight courier, and that such communications shall for all purposes, including legal and regulatory, be deemed to have been delivered and received. No physical, paper documents will be sent to Issuer, including statements, and if such documents are desired then that party agrees to directly and personally print, at their own expense, the electronically-sent communication(s) or dashboard reports and maintaining such physical records in any manner or form that they desire.

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16. **Counterparts; Facsimile; Email; Signatures; Electronic Signatures.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same instrument, binding on each signatory thereto. This Agreement may be executed by signatures, electronically or otherwise, and delivered by email in .pdf format, which shall be binding upon each signing party to the same extent as an original executed version hereof.

17. **Substitute Form W–9:** Section 6109 of the Internal Revenue Code requires Issuer to provide the correct Taxpayer Identification Number (TIN).*Under penalties of Perjury, Issuer certifies that:* (1) the tax identification number provided to Escrow Agent is the correct taxpayer identification number and (2) Issuer is not subject to backup withholding because: (a) Issuer is exempt from backup withholding, or, (b) Issuer has not been notified by the Internal Revenue Service that it is subject to backup withholding. Issuer agrees to immediately inform Escrow Agent in writing if it has been, or at any time in the future is, notified by the IRS that Issuer is subject to backup withholding.

18. **Survival.** Even after this Agreement is terminated, certain provisions will remain in effect, including but not limited to Sections 3, 4, 5, 9, 10, 11, 12 and 14 of this Agreement. Upon any termination, Escrow Agent shall be compensated for the services as of the date of the termination or removal.

[Signature Page Follows]

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

ISSUER:

Starco Brands, Inc.

By: _____

Name: _____
Title: _____

BROKER:

Dalmore Group, LLC

By: _____

Name: _____
Title: _____

ESCROW AGENT:

Prime Trust, LLC

By: _____

Name: _____
Title: _____

Exhibit 11

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the inclusion in this Offering Statement on Form 1-A of Starco Brands, Inc. (the "Company") of our report, which includes an explanatory paragraph as to the Company's ability to continue as a going concern, dated April 15, 2021, with respect to our audit of the financial statements of Starco Brands, Inc. as of December 31, 2020 and 2019, which report appears in the Offering Circular, which is part of this Offering Statement.

Haynie & Company
Salt Lake City, Utah
August 31, 2021

Exhibit 12

August 31, 2021

Board of Directors
Starco Brands, Inc.
250 26th Street, Suite 200,
Santa Monica, CA 90402

To the Board of Directors:

We are acting as counsel to Starco Brands, Inc. (the "Company") with respect to the preparation and filing of an offering statement on Form 1-A. The offering statement covers the contemplated sale of up to 56,818,181 shares of the Company's Common Stock

In connection with the opinion contained herein, we have examined the offering statement, the certificate of incorporation (as amended) and bylaws, the minutes of meetings of the Company's board of directors, as well as all other documents necessary to render an opinion. In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such copies.

We are opining herein as to the effect on the subject transactions only of the laws of the State of Nevada, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction, including federal law.

Based upon the foregoing, we are of the opinion that the shares of Common Stock being sold pursuant to the offering statement are duly authorized and will be, when issued in the manner described in the offering statement, legally and validly issued, fully paid and non-assessable.

No opinion is being rendered hereby with respect to the truth and accuracy, or completeness of the offering statement or any portion thereof.

We further consent to the use of this opinion as an exhibit to the offering statement.

Yours truly,

/s/ CrowdCheck Law LLP

CrowdCheck Law LLP