

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

FORM 8-K

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

Date of Report (Date of earliest event reported): February 22, 2022 (February 14, 2022)

STARCO BRANDS, INC.

(Exact name of Company as specified in its charter)

Nevada
(State or other jurisdiction
of Incorporation)

000-54892
(Commission File Number)

27-1781753
(IRS Employer
Identification Number)

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

888-484-1908
(Registrant's Telephone Number)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock	STCB	OTC Markets Group OTCQB tier

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement

The disclosures set forth in Item 2.03 are hereby incorporated into this Item 1.01 by reference.

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

On February 14, 2022, Starco Brands, Inc. (the "Company") issued a promissory note in favor of Ross Sklar, its Chief Executive Officer ("Sklar"), in the principal sum of \$472,500 (the "Promissory Note"), in exchange for a cash advance in the amount of \$300,000 and a payment of Company costs in the amount of \$172,500. The Promissory Note carries a guaranteed 4% interest rate, matures on February 14, 2024, and has a 10% interest rate on a default of repayment at maturity. The Company, at its option, may prepay the Promissory Note, in whole or in part, without prepayment penalty of any kind. Additionally, at the option of Sklar, the Note may convert into shares of Company common stock at the 10-day Volume Weighted Average Trading Price of the Company common stock for the 10 day period prior to the issuance of the Note, which has been calculated as \$0.29 per share.

The foregoing summary of the terms of the Agreement does not purport to be complete and is qualified in its entirety by reference to the Promissory Note, a copy of which is filed as Exhibit 10.1 to this Report and is incorporated herein by reference. Capitalized terms used in this Item 2.03 but not otherwise defined shall have the meaning given to such terms in the Promissory Note.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

The following exhibits are filed with this Current Report on Form 8-K:

Exhibit Number	Description
10.1	Promissory Note issued in favor of Ross Sklar, dated February 14, 2022.
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document

SIGNATURE

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

STARCO BRANDS, INC.

Dated: February 22, 2022

/s/ Ross Sklar

Ross Sklar
Chief Executive Officer

\$472,500

Santa Monica, California

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 Four Hundred Seventy Two Thousand Five Hundred and No Hundredths Dollars (\$472,500), 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. Conversion Option. At any time and from time to time on or after the date hereof, this Note shall be convertible (in whole or in part), at the option of the Payee, into such number of fully paid and non-assessable shares of common stock of the Maker as is determined by dividing (x) that portion of the outstanding principal balance plus any accrued but unpaid interest under this Note as of such date that the Payee elects to convert by (y) the Conversion Price (as defined in Section 4 hereof) on the date the Payee emails, faxes or otherwise provides a notice of conversion, duly executed, by to Maker. The Payee shall deliver this Note to Maker at the address designated by Maker at such time this Note is fully converted. With respect to partial conversions of this Note, the Maker shall keep written records of the amount of this Note converted as of each conversion date.
4. Conversion Price. The term "Conversion Price" shall mean \$0.29 based on the volume weighted average trading price of the common stock of Maker for the ten (10) trading days prior to the date hereof.
5. 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.
6. Applicable Law. This Note shall be governed and construed and interpreted in accordance with the laws of the State of California.
7. Partial Invalidation. 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.
8. 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.
9. 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: /s/ Ross Sklar
Ross Sklar, CEO

By: /s/ Darin Brown
Darin Brown, Director

Accepted on and as of the date of this Note:

/s/ Ross Sklar
Ross Sklar