

MASTER AGREEMENT

This Co-Marketing Agreement (the “Agreement”) is made as of the 6th day of October, 2014 (the “Commencement Date”) by and among:

P **LLC**, a Delaware limited liability company, with its principal place of business located at 28 East 28th Street, New York New York 10016 (“Parlor”)

and

St #5, with an address at **St #5**, New York, NY 10011 (“Mr. Chastain”).

WITNESSETH:

WHEREAS, Parlor and Mr. Chastain desire to create and market a line of hair care products (the “Product Line”) under the name “Parlor by Jeff Chastain”;

WHEREAS, Mr. Chastain is the exclusive owner of all right, title and interest in and to (i) his image, signature, voice and likeness and goodwill appurtenant thereto, (ii) rights of publicity in and to his full and formal name, nickname or alias (his “Name”), image, likeness, voice, signature now used or hereafter to be used, photograph and other elements or attributes of her persona, identity or personality, (iii) all rights in and to his name and (iv) all common law and statutory rights in the foregoing (collectively, the “Property”);

WHEREAS, Parlor desires to use the Property on the terms and conditions set forth in this Agreement in connection with Parlor’s production, manufacture, sale, advertising, promotion and distribution of the Product Line, and Mr. Chastain desires to have Parlor produce, manufacture, sell, advertise, promote and distribute the Product Line upon the terms and conditions contained in this Agreement;

WHEREAS, Parlor desires to distribute the products via Birchbox, Inc. (“Birchbox”), its parent company; and

WHEREAS, Birchbox and its subsidiaries are in the business of the promotion and retail sale of consumer cosmetic products through their websites (the “Birchbox Sites”) and their owned and operated brick and mortar retail outlets (the “Birchbox Stores”).

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parlor and Mr. Chastain (collectively referred to herein as the “Parties”) hereby agree as follows:

1. Grant of Rights:

(A) Mr. Chastain hereby conveys, transfers and assigns all right, title and interest in and to the Property, except such Property set forth on Exhibit A attached hereto, for use by any means, methods and technologies now known or hereafter to become known in connection with the production,