HIGH BEAUTY, INC.

AMENDED AND RESTATED

INVESTORS' RIGHTS AGREEMENT

This Amended and Restated Investors' Rights Agreement (this "**Agreement**") by and among High Beauty, Inc., a Delaware corporation (the "**Company**") and each of the persons and entities holding outstanding securities of the Company and executing a counterpart signature page to this Agreement (each, an "**Investor**" and collectively, the "**Investors**"), is made as of the date set forth on the Company's signature page below. Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings ascribed to them in **Section 4**.

RECITALS

WHEREAS, the Company and certain of the Investors (the "**Existing Investors**") are parties to that certain Investors' Rights Agreement (the "**Prior Agreement**");

WHEREAS, the Existing Investors desire to amend and restate the Prior Agreement in its entirety and to accept the rights created pursuant to this Agreement in lieu of the rights granted to them under the Prior Agreement; and

WHEREAS, the Company and each Investor, including each Existing Investor, has entered into a FlashSeed Preferred Stock Subscription Agreement (collectively, the "**Purchase Agreements**"), and it is a condition to the closing of the sale of the FlashSeed Preferred Stock (the "**Shares**") to each Investor that the Investors and the Company execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other consideration, the receipt and adequacy of which is hereby acknowledged, the Company and the Investors, including the Existing Investors, each hereby agree to amend and restate the Prior Agreement in its entirety as set forth herein, and the parties hereto further agree as follows:

Section 1
Right of First Refusal of Significant Holders

1.1 Right of First Refusal to Significant Holders

The Company hereby grants to each Significant Holder, the right of first refusal to purchase its pro rata share of New Securities (as defined in this Section 1.1(a)) which the Company may, from time to time, propose to sell and issue after the date of this Agreement. A Significant Holder's pro rata share, for purposes of this right of first refusal, is equal to the ratio of (a) the number of shares of Common Stock owned by such Significant Holder immediately prior to the issuance of New Securities (assuming full conversion of the Shares and exercise and/or conversion of all outstanding convertible securities, rights, options and warrants, directly or indirectly, into Common Stock held by said Significant Holder) to (b) the total number of

shares of Common Stock outstanding immediately prior to the issuance of New Securities (assuming full conversion of the Shares and exercise and/or conversion of all outstanding convertible securities, rights, options and warrants, directly or indirectly, into Common Stock).

(a) "**New Securities**" shall mean any capital stock (including Common Stock or Preferred Stock) of the Company whether now authorized or not, and rights, convertible securities, options or warrants to purchase such capital stock, and securities of any type whatsoever that are, or may become, exercisable or convertible into capital stock; *provided* that the term "**New Securities**" does not include:

(i) the Shares and the Conversion Shares;

(ii) securities issued or issuable to officers, employees, directors, consultants, placement agents, and other service providers of the Company (or any subsidiary) pursuant to stock grants, option plans, purchase plans, agreements or other employee stock incentive programs or arrangements approved by the Board;

(iii) securities issued pursuant to the conversion and/or exercise of warrants or any other convertible or exercisable securities outstanding as of this date of this Agreement;

(iv) securities issued or issuable as a dividend or distribution on Preferred Stock of the Company or pursuant to any event for which adjustment is made pursuant to paragraph 4(d), 4(e) or 4(f) of Article V of the Amended and Restated Certificate of Incorporation of the Company (or successor provisions);

(v) securities offered pursuant to a bona fide, underwritten public offering pursuant to a registration statement filed under the Securities Act;

(vi) securities issued or issuable pursuant to the acquisition of another entity by the Company by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, *provided,* that such issuances are approved by the Board;

(vii) securities issued or issuable to banks, equipment lessors or other financial institutions pursuant to a commercial leasing or debt financing transaction approved by the Board;

(viii) securities issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Board; and

(ix) any right, option or warrant to acquire any security convertible into the securities excluded from the definition of New Securities pursuant to subsections (i) through (viii) above.

(b) In the event the Company proposes to undertake an issuance of New Securities, it shall give each Significant Holder written notice (which may be via electronic mail or other electronic means of transmission) of its intention, describing the type of New Securities, and their price and the general terms upon which the Company proposes to issue the same. Each Significant Holder shall have ten (10) calendar days after any such notice is delivered to agree to purchase such Holder's pro rata share of such New Securities for the price and upon the terms specified in the notice by giving written notice (which may be via email or other electronic means, at the discretion of the Company) to the Company stating therein the quantity of New Securities to be purchased. At the expiration of such ten (10) day period, the Company shall promptly notify CRI of any other Significant Holder's failure to elect to purchase or acquire all the New Securities available to it. During the ten (10) day period commencing after the Company has given such notice to CRI, CRI may, by giving notice to the Company (which may be via electronic mail or other electronic means of transmission), elect to purchase or acquire, in addition to its pro rata share of the New Securities specified above, all or any portion of the New Securities for which the Significant Holders were entitled to subscribe but that were not subscribed for by the Significant Holders.

(c) In the event the Significant Holders fail to exercise fully the right of first refusal within said twenty (20) day period (the "**Election Period**"), the Company shall have one hundred twenty (120) days thereafter to sell or enter into an agreement (pursuant to which the sale of New Securities covered thereby shall be closed, if at all, within sixty (60) days from the date of said agreement) to sell that portion of the New Securities with respect to which the Significant Holders' right of first refusal option set forth in this Section 1.1 was not exercised, at a price and upon terms no more favorable to the purchasers thereof than specified in the Company's notice to Significant Holders delivered pursuant to Section 1.1(b). In the event the Company has not sold such remaining New Securities within such one hundred twenty (120) period following the Election Period, or such sixty (60) period following the date of said agreement, the Company shall not thereafter issue or sell any New Securities, without first again offering such securities to the Significant Holders in the manner provided in this Section 1.1.

(d) The right of first refusal granted under this Agreement shall expire upon the first to occur of (and shall not be applicable to those transactions listed in clauses (i) or (ii)): (i) a Liquidation Event, (ii) the Company's Initial Public Offering, or (iii) five years after the date of this Agreement; *provided, however*, that the rights granted to CRI under Section 1.1 of this Agreement shall only expire upon the first to occur of clauses (i) or (ii) of this sentence (and shall not be applicable to such transactions). In addition, the right of first refusal set forth in this Section 1.1 shall terminate with respect to any Significant Holder who fails to purchase, in any transaction subject to this Section 1.1, all of such Significant Holder's pro rata amount of the New Securities allocated (or, if less than such Significant Holder's pro rata amount is offered by the Company, such lesser amount so offered) to such Significant Holder pursuant to this Section 1.1 (and following any such termination, such Investor shall no longer be deemed a "Significant Holder" for any purpose of this Section 1.1); *provided, however*, that the Company may waive the termination provisions of this sentence with respect to any particular issuance or issuances of New Securities.

Section 2
Covenants of the Company

The Company hereby covenants and agrees, as follows:

2.1 *Basic Financial Information*

Provided that the Company has prepared financial statements, the Company will, upon request of a Significant Holder, make available to such Significant Holder after the end of each fiscal year of the Company, an unaudited balance sheet of the Company as at the end of such fiscal year, and unaudited statements of income and cash flows of the Company for such year, prepared in accordance with U.S. generally accepted accounting principles consistently applied. The covenants set forth in this Section 2.1 shall terminate and be of no further force and effect upon the earlier of (i) the closing of the Company's Initial Public Offering and (ii) a Liquidation Event.

2.2 Confidentiality

Anything in this Agreement to the contrary notwithstanding, no Investor by reason of this Agreement shall have any to access or view any trade secrets or confidential information of the Company. The Company shall not be required to comply with any information rights in respect of any Investor whom the Company reasonably determines to be a director competitor or an officer, employee, director or holder of more than five percent (5%) of a direct competitor. Each Investor acknowledges that the information received by them pursuant to this Agreement is presumed to be confidential and for its use only, and it will not reproduce, disclose or disseminate such information to any other person (other than its employees or agents having a need to know the contents of such information, and its attorneys).

Section 3
Restrictions on Transfer; Company Right of First Refusal; Drag-Along Right

3.1 Restrictions on Transfer

(a) The holder of each certificate representing Securities (a "**Holder**") by acceptance thereof agrees to comply in all respects with the provisions of this Section 3. Each Holder agrees not to make any sale, assignment, transfer, pledge or other disposition of all or any portion of the Securities, or any beneficial interest therein, unless and until: (i) such Holder has complied with the provisions of Section 3.2, except for transfers permitted under Section 3.1(b); (ii) the transferee thereof has agreed in writing for the benefit of the Company to take and hold such Securities subject to, and to be bound by, the terms and conditions set forth in this Agreement, including, without limitation, this Section 3.1 and Sections 3.2, 3.4 and 3.5, except for transfers permitted under Section 3.1(b); and (iii) such Holder shall have given prior written notice (which may be via email or other electronic means, at the discretion of the Company) to the Company of such Holder's intention to make such disposition and shall have furnished the Company with a detailed description of the manner and circumstances of the proposed disposition, and, if requested by the Company, such Holder shall have furnished the Company, at its expense, with an opinion of counsel, reasonably satisfactory to the Company.

(b) The provisions of Section 3.2 shall not apply to: (i) a transfer not involving a change in beneficial ownership; (ii) in transactions involving the transfer of Securities by any Holder to (x) a parent, subsidiary or other affiliate of the Holder or (y) any of its partners, members or other equity owners, or retired partners, retired members or other equity owners, or to the estate of any of its partners, members or other equity owners or retired partners, retired members or other equity owners; (iii) a transfer without consideration to the Holder's immediate family or to any custodian or trustee for the account of such Holder or such Holder's immediate family ("**immediate family**" as used herein shall mean spouse, registered domestic partner, lineal descendant, father, mother, brother, or sister of the Holder making such transfer); (iv) transfers approved by FlashFunders to persons or entities that are confirmed as "accredited investors" (as defined in Rule 501 promulgated under the Securities Act) by FlashFunders; or (v) transfers in compliance with Rule 144(b)(1), as long as the Company is furnished with satisfactory evidence of compliance with such Rule; *provided*, in each case, that the Holder thereof shall give written notice (which may be via email or other electronic means, at the discretion of the Company) to the Company of such Holder's intention to effect such disposition and shall have furnished the Company with a detailed description of the manner and circumstances of the proposed disposition.

(c) Each certificate representing Securities shall (unless otherwise permitted by the provisions of this Agreement) be stamped or otherwise imprinted with a legend substantially similar to the following (in addition to any legend required under applicable state securities laws):

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.
>
> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, INCLUDING A LOCK-UP PERIOD IN THE EVENT OF A PUBLIC OFFERING, AS SET FORTH IN AN INVESTORS' RIGHTS AGREEMENT, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY.

The Holders consent to the Company making a notation on its records and giving instructions to any transfer agent of the Securities in order to implement the restrictions on transfer established in this Section 3.1.

(d) The first legend referring to federal and state securities laws identified in Section 3.1(c) hereof stamped on a certificate evidencing the Securities and the stock transfer instructions and record notations with respect to such Securities shall be removed and the Company shall issue a certificate without such legend to the holder of such Securities if (i) such securities are registered under the Securities Act, or (ii) such holder provides the Company with an opinion of counsel reasonably acceptable to the Company to the effect that a public sale or transfer of such securities may be made without registration under the Securities Act, or (iii) such holder provides the Company with reasonable assurances, which may, at the option of the Company, include an opinion of counsel satisfactory to the Company, that such securities can be sold pursuant to Section (b)(1) of Rule 144 under the Securities Act.

3.2 Company's Right of First Refusal

(a) In the event that a Holder proposes to sell, pledge or otherwise transfer any Securities, or any interest in such Securities, to any person, entity or organization (the "**Transferee**") the Company shall have the right of first refusal set forth in this Section 3.2 with respect to such Securities (the "**Right of First Refusal**"). If a Holder desires to transfer Securities, such Holder shall give a written transfer notice ("**Transfer Notice**") (which may be via email or other electronic means, at the discretion of the Company) to the Company describing fully the proposed transfer, including the number of Securities proposed to be transferred (the "**Offered Securities**"), the proposed transfer price, the name and address of the proposed Transferee and proof satisfactory to the Company that the proposed sale or transfer will not violate any applicable federal or state securities laws. The Transfer Notice shall constitute a binding commitment of such Holder to the transfer of the Offered Securities. The Company shall have the right to purchase all, and not less than all, of the Offered Securities on the terms of the proposal described in the Transfer Notice by delivery of a notice of exercise of the Right of First Refusal within thirty (30) days after the date when the Transfer Notice was received by the Company. The Company's rights under this Section 3.2 shall be freely assignable by the Company, in whole or in part.

(b) The Right of First Refusal shall not apply to permitted transfers described in Section 3.1(b) or a transfer to the Company.

(c) The Right of First Refusal shall terminate upon the earlier of (i) the closing of the Company's Initial Public Offering and (ii) a Liquidation Event.

3.3 Rule 144 Reporting

With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Securities to the public without registration, the Company agrees to use its commercially reasonable efforts to:

(a) Make and keep public information regarding the Company available as those terms are understood and defined in Rule 144 under the Securities Act, at all times from and after ninety (90) days following the effective date of the first registration under the Securities Act filed by the Company for an offering of its securities to the general public;

(b) File with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act at any time after it has become subject to such reporting requirements; and

(c) So long as a Holder owns any Securities, furnish to the Holder forthwith upon written request a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time from and after ninety (90) days following the effective date of the first registration statement filed by the Company for an offering of its securities to the general public), and of the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as a Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing a Holder to sell any such securities without registration.

3.4 Market Stand-Off Agreement

Each Holder hereby agrees that such Holder shall not sell or otherwise transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, of any Common Stock (or other securities) of the Company held by such Holder (other than those included in the registration) during the one hundred eighty (180) day period following the effective date of a registration statement of the Company filed under the Securities Act (or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in NASD Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto), provided that: all officers and directors of the Company and holders of at least five percent (5%) of the Company's voting securities are bound by and have entered into similar agreements. The obligations described in this Section 3.4 shall not apply to a registration relating solely to employee benefit plans on Form S-l or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions and may stamp each such certificate with the second legend set forth in Section 3.1(c) hereof with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of such one hundred eighty (180) day (or other) period. Each Holder agrees to execute a market standoff agreement with said underwriters in customary form consistent with the provisions of this Section 3.4.

3.5 Drag-Along Right

Voting Agreements. In the event that the Board and the holders of a majority of the shares of voting capital stock of the Company (voting together on an as-converted to Common Stock basis), approve a Liquidation Event or Qualified Equity Financing, then each Holder hereby

agrees to vote (in person, by proxy or by action by written consent, as applicable) all shares of capital stock of the Company now or hereafter directly or indirectly owned of record or beneficially by such Holder (collectively, the "**Holder Shares**") in favor of, and adopt, such Liquidation Event or Qualified Equity Financing and to execute and deliver all related documentation and take such other action in support of the Liquidation Event or Qualified Equity Financing as shall reasonably be requested by the Company in order to carry out the terms and provision of this Section 3.5, including, in the case of a Liquidation Event, executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances) and any similar or related documents. The obligation of any party to take the actions required by this Section 3.5 shall not apply to a Liquidation Event where the other party involved in such Liquidation Event is an affiliate or stockholders of the Company holding more than 10% of the voting power of the Company.

3.6 Exceptions to Drag-Along Right

Notwithstanding the foregoing, a Holder will not be required to comply with Section 3.5 in connection with any proposed Liquidation Event (the "**Proposed Sale**") unless:

(a) such Proposed Sale would result in proceeds to the holders of Shares equal to at least three (3) times the Purchase Price or the Proposed Sale is otherwise approved by the holders of a majority of the then outstanding Shares;

(b) any representations and warranties to be made by such Holder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to the Holder Shares of such Holder, including but not limited to representations and warranties that (i) the Holder holds all right, title and interest in and to the Holder Shares such Holder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Holder in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Holder have been duly executed by the Holder and delivered to the acquirer and are enforceable against the Holder in accordance with their respective terms and (iv) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the Holder's obligations thereunder, will cause a breach or violation of the terms of any agreement, law or judgment, order or decree of any court or governmental agency;

(c) the Holder shall not be liable for the inaccuracy of any representation or warranty made by any other person or entity in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholders of any of identical representations, warranties and covenants provided by all stockholders);

(d) the liability for indemnification, if any, of such Holder in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Company or its stockholders in connection with such Proposed Sale, is several and not joint with any other

person or entity (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholders of any of identical representations, warranties and covenants provided by all stockholders, and except as required to satisfy the liquidation preference of the FlashSeed Preferred Stock, if any, is pro rata in proportion to, and does not exceed, the amount of consideration paid to such Holder in connection with such Proposed Sale;

(e) liability shall be limited to such Holder's applicable share (determined based on the respective proceeds payable to each Holder in connection with such Proposed Sale in accordance with the provisions of the Restated Certificate) of a negotiated aggregate indemnification amount that applies equally to all Holders but that in no event exceeds the amount of consideration otherwise payable to such Holder in connection with such Proposed Sale, except with respect to claims related to fraud by such Holder, the liability for which need not be limited as to such Holder; and

(f) upon the consummation of the Proposed Sale, (i) each holder of each class or series of the Company's stock will receive the same form of consideration for their shares of such class or series as is received by other holders in respect of their shares of such same class or series of stock, (ii) each holder of FlashSeed Preferred Stock will receive the same amount of consideration per share of FlashSeed Preferred Stock as is received by other holders in respect of their shares of FlashSeed Preferred Stock, (iii) each holder of Common Stock will receive the same amount of consideration per share of Common Stock as is received by other holders in respect of their shares of Common Stock, and (iv) unless the holders of at least a majority of the FlashSeed Preferred Stock elect to receive a lesser amount, the aggregate consideration receivable by all holders of the Preferred Stock and Common Stock shall be allocated among the holders of Preferred Stock and Common Stock on the basis of the relative liquidation preferences to which the holders of each respective series of Preferred Stock and the holders of Common Stock are entitled in a deemed liquidation, dissolution or winding up of the Company (assuming for this purpose that the Proposed Sale is a Liquidation Event) in accordance with the Restated Certificate in effect immediately prior to the Proposed Sale.

Section 4
Definitions

4.1 Certain Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "**Board**" means the Board of Directors of the Company.

(b) "**CRI**" means Canopy Rivers, Inc., through its wholly-owned subsidiary Canopy Rivers Corp.

(c) "**Commission**" means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

(d) "**Common Stock**" means the Common Stock of the Company.

(e) "**Conversion Shares**" means shares of Common Stock issued upon conversion of the Shares.

(f) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

(g) "**FlashFunders**" means, collectively, FinTech Global Markets, Inc. or any of its subsidiaries or affiliates.

(h) "**Initial Public Offering**" means the closing of the Company's first firm commitment underwritten public offering of the Company's Common Stock registered under the Securities Act.

(i) "**Liquidation Event**" means any of the following: (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, as a result of shares in the Company held by such holders prior to such transaction or series of related transactions, a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity (or if the Company or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent); (ii) a sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Company; or (iii) any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary

(j) "**Purchase Price**" means the "Purchase Price" as specified in the Purchase Agreements.

(k) "**Qualified Equity Financing**" means any offer, sale and issuance, in a bona fide equity financing transaction, of capital stock (including Common Stock or Preferred Stock) of the Company whether now authorized or not, or rights, convertible securities, options or warrants to purchase such capital stock, and securities of any type whatsoever that are, or may become, exercisable or convertible into capital stock, in which the price per share of the securities offered in the financing (calculated based on the effective price per share of the Common Stock issuable upon conversion or exercise of any securities other than Common Stock) is at least three (3) times the Purchase Price.

(l) "**Restated Certificate**" means the Company's Amended and Restated Certificate of Incorporation, as amended from time to time.

(m) "**Rule 144**" means Rule 144 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

(n) "**Securities**" means (i) shares of Common Stock issued or issuable pursuant to the conversion of the Shares and (ii) any Common Stock issued as a dividend or other distribution with respect to or in exchange for or in replacement of the shares referenced in (i) above, required to bear the first legend set forth in Section 3.1(c).

(o) "**Securities Act**" means the Securities Act of 1933, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

(p) "**Significant Holder**" means each Investor who owns at least 25,000 Shares or Conversion Shares (as presently constituted and subject to subsequent adjustments for stock splits, stock dividends, reverse stock splits and the like).

Section 5
Miscellaneous

5.1 Amendment

Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company and the Holders holding a majority of the Common Stock issued or issuable upon conversion of the Shares issued pursuant to the Purchase Agreements (excluding any of such shares that have been sold to the public or pursuant to Rule 144); *provided, however*, that persons or entities acquiring Shares after the Initial Closing (each as defined in the Purchase Agreements) may become parties to this Agreement, by executing a counterpart of this Agreement without any amendment of this Agreement pursuant to this paragraph or any consent or approval of any other Holder. Notwithstanding the foregoing, Section 1 may not be amended, waived, discharged or terminated without the written consent of CRI. Any such amendment, waiver, discharge or termination effected in accordance with this paragraph shall be binding upon each Holder and each future holder of all such securities of Holder. Each Holder acknowledges that by the operation of this paragraph, the holders of a majority of the Common Stock issued or issuable upon conversion of the Shares issued pursuant to the Purchase Agreements (excluding any of such shares that have been sold to the public or pursuant to Rule 144) will have the right and power to diminish or eliminate all rights of such Holder under this Agreement.

5.2 Notices

All notices and other communications required or permitted hereunder shall be in writing and shall be sent via electronic mail (or mailed by registered or certified mail, postage prepaid) addressed:

(a) if to an Investor, at the Investor's electronic mail address (or mailing address) as provided pursuant to the Investor's Purchase Agreement, as may be updated in accordance with the provisions hereof; or

(b) if to the Company, to Melissa@highbeauty.com (or, if by mail, the Company's principal executive offices), Attn: Chief Executive Officer, or at such other address as the Company shall have furnished to the Investors.

With respect to any notice given by the Company under any provision of the Delaware or the Company's Restated Certificate or Bylaws, each Investor agrees that such notice may be given by electronic mail.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given at the earlier of its receipt or 24 hours after the same has been sent by electronic mail (or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid).

5.3 Governing Law

This Agreement shall be governed in all respects by the internal laws of the State of Delaware.

5.4 Successors and Assigns

This Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred, delegated or sublicensed by any Investor without the prior written consent of the Company, except that an Investor may assign this Agreement or any of its rights hereunder to any permitted transferee described in Section 3.1(b). Any attempt by an Investor without such permission to assign, transfer, delegate or sublicense any rights, duties or obligations that arise under this Agreement shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

5.5 Entire Agreement

This Agreement and the exhibits hereto constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof. No party hereto shall be liable or bound to any other party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein.

5.6 Delays or Omissions

Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein,

or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

5.7 Severability

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

5.8 Titles and Subtitles

The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

5.9 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties that execute such counterparts, and all of which together shall constitute one instrument.

5.10 Electronic Execution and Delivery

A digital reproduction, portable document format (".pdf") or other reproduction of this Agreement, or any written notice provided under this Agreement, may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via *DocuSign* or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

5.11 Attorneys' Fees

In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including

without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

5.12 Termination Upon Change of Control

Notwithstanding anything to the contrary herein, this Agreement (excluding any then-existing obligations) shall terminate upon a Liquidation Event.

5.13 Conflict

In the event of any conflict between the terms of this Agreement and the Company's Certificate of Incorporation or its Bylaws, the terms of the Company's Certificate of Incorporation or its Bylaws, as the case may be, will control.

(*Remainder of Page Intentionally Left Blank*)

IN WITNESS WHEREOF, the parties hereto have executed this Investors' Rights Agreement effective as of the date set forth on the Company's signature page below.

INVESTOR:

_____

(Signature)

_____

(Name)

_____

(Title of Signatory, if Applicable)

IN WITNESS WHEREOF, the parties hereto have executed this Investors' Rights Agreement effective as of the date set forth on the Company's signature page below.

HIGH BEAUTY, INC.
a Delaware corporation

By: _____

Name: **Melissa Jochim**
Title: **Chief Executive Officer**

Date: _____