

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

FORM 8-K

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

Date of Report (Date of earliest event reported): April 5, 2024

The Beauty Health Company

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39565
(Commission
File Number)

85-1908962
(IRS Employer
Identification No.)

2165 Spring Street
Long Beach, CA
(Address of principal executive offices)

90806
(Zip Code)

(800) 603-4996
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- 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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.0001 per share	SKIN	The Nasdaq Capital Market

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

Emerging growth company

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

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Beck Employment Agreement

On March 12, 2024, The Beauty Health Company (the “Company”) announced that the Company’s Board of Directors (the “Board”) had unanimously approved Marla Beck to be the Company’s President and Chief Executive Officer.

On April 8, 2024 (the “Effective Date”), Ms. Beck, the Company, and HydraFacial LLC, an indirect, wholly-owned subsidiary of the Company, entered into an employment agreement with respect to Ms. Beck becoming the Company’s President and Chief Executive Officer (the “Employment Agreement”), pursuant to which Ms. Beck will receive (i) an annual base salary of \$1,000,000 (the “Base Salary”), (ii) a one-time special cash bonus of \$500,000, subject to an 18-month retention requirement, (iii) an annual cash performance bonus targeted at 100% of the Base Salary (the “Target Bonus”), and (iv) a long-term incentive equity award with a value of \$6,000,000, pursuant to the Company’s 2021 Incentive Award Plan, as amended or restated from time to time (the “Plan”), to be issued in the form of (a) restricted stock units (“RSUs”) and performance share units (“PSUs”), with a grant-date value of \$4,300,000 (the “RSU/PSU Award”), where the RSUs in the RSU/PSU Award will vest ratably on an annual basis over a three-year period from the grant date, and the PSUs in the RSU/PSU Award will vest based on relative total shareholder return and will have the same vesting terms applicable to the annual award of PSUs granted to other senior executives of the Company for 2024, and (b) an award of PSUs with a grant-date value of \$1,700,000 (the “PSU Award”), which will vest based on the performance of the Company’s stock price based on four quarterly test periods within a 3-year performance period from the first quarter of 2024 through the fourth quarter of 2026. Additionally, any remaining unvested RSUs granted to Ms. Beck pursuant to her offer letter in connection with Ms. Beck serving as the Company’s Interim Chief Executive Officer, a copy of which was filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on November 13, 2023, shall vest fully upon the Effective Date.

In connection with Ms. Beck’s employment by and service with the Company, she shall continue to serve as a director on the Board, be nominated for reelection to the Board, and be recommended to the stockholders for election to the Board, at each annual meeting of the stockholders of the Company during the term of her Employment Agreement.

In addition, Ms. Beck is entitled to all benefits available to other executives of the Company, including without limitation: health, dental, vision coverage, short and long-term disability, and life insurance, subject to the terms and conditions of such plans and programs.

The Employment Agreement also provides that if Ms. Beck’s employment terminates during the term of the Employment Agreement for any reason, then the Company will pay or provide to Ms. Beck: (i) her earned but unpaid Base Salary through the date of termination, (ii) to the extent required by applicable law, any vacation earned but not taken through the date of termination, and (iii) any vested amounts due to her under any plan, program, or policy of the Company.

Additionally, upon a termination of Ms. Beck’s employment by the Company without Cause (excluding termination by reason of death or Disability (as defined in the Employment Agreement)) or by Ms. Beck for Good Reason prior to the consummation of a Change in Control (as defined in the Plan) or more than 12 months after the consummation of a Change in Control, then upon her termination, and subject to the terms and conditions described in the Employment Agreement (including her execution and non-revocation of a release in favor of the Company), Ms. Beck will be entitled to receive (i) an amount equal to her earned but unpaid Annual Bonus for the fiscal year ending immediately prior to the year in which the date of termination occurs, (ii) an amount equal to 18 months of her Base Salary in effect as of the date of termination (or in effect for the year prior to the year in which the date of termination occurs, if higher), (iii) a Pro-Rata Annual Bonus (as defined in the Employment Agreement), and (iv) subject to her valid election to continue healthcare coverage, reimbursement for premiums charged to continue her and her eligible dependents’ healthcare coverage under COBRA for up to 18 months. Furthermore, the PSU Award will vest in full (to the extent then-unvested) upon the termination date.

The Employment Agreement also provides that if within 12 months following the consummation of a Change in Control, Ms. Beck’s employment is terminated either by the Company without Cause (excluding by reason of death or Disability) or by Ms. Beck for Good Reason, then, in either case, upon her termination, and subject to the terms and conditions described in the Employment Agreement (including her execution and non-revocation of a release in favor of the Company), Ms. Beck will be entitled to receive: (i) an amount equal to her earned but unpaid Annual Bonus for the year ending immediately prior to the year in which the date of termination occurs, (ii) an amount equal to the sum of (A) 18 months of her Base Salary in effect as of the date of termination (or in effect for the year prior to the year in which the date of termination occurs, if higher), and (B) 1.5 times her Target Bonus for the year in which the date of termination occurs, (iii) a Pro-Rata Target Bonus for the year in which the date of termination occurs or the Target Bonus in effect for the year prior, if higher, multiplied by a fraction, the numerator of which the number of days she was employed by the Company during the calendar year in which the termination occurs and the denominator of which is 365 or 366, as applicable, and

(iv) subject to her valid election to continue healthcare coverage, reimbursement for premiums charged to continue her and her eligible dependents' healthcare coverage under COBRA for up to 12 months.

Additionally, if a Change in Control is consummated, then the number of PSUs in the PSU Award that can vest will be determined based on the Change in Control Sale Price (*i.e.*, the value as determined by the Board of the consideration payable, or otherwise to be received, by stockholders per share of Company common stock pursuant to a Change in Control). Notwithstanding anything to the contrary, any unvested and outstanding equity awards subject solely to time-based vesting shall immediately accelerate and become fully vested, exercisable or nonforfeitable as of the date of termination.

The Employment Agreement provides that, to the extent that any payment or benefit received would be subject to an excise tax under Section 4999 of the Internal Revenue Code, such payments and/or benefits will be subject to a "best pay cap" reduction if such reduction would result in a greater net after-tax benefit to Ms. Beck than receiving the full amount of such payments.

In addition, pursuant to the Employment Agreement, Ms. Beck agrees to be bound by certain non-compete and non-solicitation covenants contained therein. The Employment Agreement contemplates at-will employment, which may be terminated by Ms. Beck or the Company at any time, provided, however, that if Ms. Beck elects to terminate the Employment Agreement, Ms. Beck will provide the Board with sixty days' advance written notice.

The foregoing description of the Employment Agreement is qualified in its entirety by reference to the text of the Employment Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Ms. Beck will also enter into the Company's standard form of indemnification agreement, a form of which was filed as Exhibit 10.13 to the Company's Current Report on Form 8-K filed with the SEC on May 10, 2021.

Amended and Restated Executive Severance Plan

On April 5, 2024, the Compensation Committee of the Board adopted the Company's Amended and Restated Executive Severance Plan (the "A&R Severance Plan"), effective as of April 5, 2024, which amends and restates in its entirety the Company's Executive Severance Plan, as amended by the First Amendment to the Company's Executive Severance Plan (the "Original Severance Plan").

The A&R Severance Plan retains most of the terms of the Original Severance Plan, but modifies certain provisions, a summary of which includes, but is not limited to:

- removing "Tier 2" and "Tier 3" classifications for all non-executive officers hired after March 1, 2024, including Vice Presidents, Senior Directors, Directors and managers. Such non-executive officers will be governed by a new Management Severance Program with tenure-based severance calculations and pro-rated, earned bonuses;
- adding a tenure requirement to the calculation of a participant's cash salary severance. Participants with less than one year tenure will receive pro-rated severance based on the number of months completed (notwithstanding offer or employment agreement terms to the contrary) with a minimum of six months severance; and
- changing the annual bonus calculation to be the pro-rated portion of the participant's actual bonus earned based on the achievement of applicable performance goals, rather than the pro-rated portion of the participant's target bonus for the year.

The foregoing description of the A&R Severance Plan is qualified in its entirety by reference to its terms, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 8.01. Other Events.

The Division of Enforcement of the Securities and Exchange Commission has issued a subpoena in connection with a formal order of investigation of the Company seeking documents and information from us. The Company is in the process of responding to the subpoena and intends to fully cooperate with the SEC investigation. We cannot predict the duration, scope, or outcome of this matter at this time.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1†	Employment Agreement, dated April 8, 2024, by and among The Beauty Health Company, HydraFacial LLC, and Marla Beck
10.2	The Beauty Health Company Amended and Restated Executive Severance Plan
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

† Confidential portions of this exhibit were redacted pursuant to Item 601(b)(10) of Regulation S-K, and the Company agrees to furnish to the SEC a copy of any omitted schedule and/or exhibit upon request.

SIGNATURE

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

Dated: April 8, 2024

The Beauty Health Company

By: /s/ Michael Monahan
Name: Michael Monahan
Title: Chief Financial Officer

CERTAIN INFORMATION, IDENTIFIED BY [*****], HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL, AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into as of April 8, 2024, and effective as of April 8, 2024 (the “Effective Date”), by and among The Beauty Health Company (“Parent”), HydraFacial, LLC (the “OpCo” and, together with Parent, the “Company”), and Marla Beck (“Executive”).

WHEREAS, effective as of the Effective Date, the Company desires to employ Executive (with OpCo being the technical employer of Executive) pursuant to the terms of this Agreement, and Executive desires to enter into this Agreement and to accept such employment with the Company, in each case, subject to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

I. EMPLOYMENT

The Company hereby agrees to employ Executive, and Executive agrees to such employment with the Company, upon the terms and conditions herein set forth.

A. Employment. Executive shall serve as President and Chief Executive Officer of Parent and of OpCo during the Term (as defined below). Executive agrees to perform such duties consistent with such position as may be assigned to Executive from time to time by the Board of Directors of Parent (the “Board”). Executive agrees to devote substantially all of Executive’s business time and attention and reasonable best efforts to the performance of Executive’s duties and responsibilities. In connection with Executive’s employment by and service with the Company, Executive shall continue to serve as a director on the Board, and shall be nominated for reelection to the Board, and be recommended to the stockholders for election to the Board, at each annual meeting of the stockholders of Parent during the Term. Executive shall have such responsibilities, power and authority as are customarily associated with the positions of president and chief executive officer in similar public companies, subject to the delegation of authority guidelines established by the Board from time to time and shall report solely and directly to the Board. Executive shall be able to serve on the board of directors of other companies and engage in religious, charitable or other community activities as long as such services on other boards of directors and activities do not materially interfere with Executive’s duties to the Company; provided, that Executive shall not serve on more than one (1) board of directors of another public company. Executive shall inform the Board of any other boards of directors on which Executive serves or is asked to serve prior to joining any new board of directors. The Company is aware and approves that Executive currently is a member of the advisory board of certain other companies and organizations.

B. Term. The term of employment of Executive hereunder (the “Term”) will be for the period commencing on the Effective Date and ending on the earliest of:

1. The date of termination of Executive's employment in accordance with Article IV of this Agreement;

2. The date of Executive's voluntary retirement in accordance with the Company's plans and policies; or

3. The date of Executive's death.

C. Principal Work Location. During the Term, Executive shall perform the services required by this Agreement from her home office in Bethesda, Maryland (the "Principal Location") or New Jersey, except for business travel to other locations (including to the Company's offices in Long Beach, California) as may be reasonably necessary to fulfill her duties and responsibilities hereunder. The Company will reimburse Executive for technology and equipment necessary to work from home in Bethesda, Maryland or New Jersey. At the request of Executive and as needed, the Company will also provide Executive with commercially reasonable office space in Bethesda, Maryland.

II. COMPENSATION

A. Base Salary. During the Term, the Company shall pay to Executive a base salary (the "Base Salary") at the rate of \$1,000,000.00 per year (pro-rated for any partial year of employment), payable in substantially equal biweekly installments pursuant to the Company's standard payroll practices. The Base Salary will be reviewed no less frequently than annually and may be adjusted upward (but not downward) by the Board (or a committee thereof) in its sole discretion. The term "Base Salary" as utilized in this Agreement shall refer to Base Salary as so increased.

B. Special Cash Bonus. In connection with Executive's commencement of employment with the Company, the Company will pay to Executive a one-time cash bonus in an amount equal to \$500,000.00 (the "Special Bonus") in a single lump sum amount within fourteen (14) days following the Effective Date. In the event of Executive's resignation without Good Reason (as defined herein) or termination by the Company for Cause (as defined herein), in either case, within eighteen (18) months following the Effective Date, Executive shall promptly (but no more than ten (10) business days after the date of such termination of employment) repay to the Company, on a net tax basis, a pro-rata amount equal to (x) the aggregate amount of the Special Bonus multiplied by (y) a fraction, the numerator of which is the number of whole months remaining from the date of Executive's termination of employment (with any fractional months rounded down to the nearest whole month) through (and including) the eighteen month anniversary of the Effective Date, and the denominator of which is 18. For the avoidance of doubt, no repayment shall be required if, prior to the eighteen-month anniversary of the Effective Date, Executive is terminated without Cause, terminated due to death or Disability, or resigns for Good Reason.

C. Annual Bonus. For each fiscal year of the Company ending during the Term (commencing with fiscal year 2024), Executive shall be eligible to earn a cash performance bonus (an "Annual Bonus") targeted at 100% of Base Salary (the "Target Bonus"). The actual amount of any Annual Bonus shall be based upon achievement of specified levels of performance goals set by the Board, in consultation and agreement with Executive, at the beginning of the

applicable fiscal year. Any Annual Bonus that becomes payable shall be paid at such times as annual bonuses are generally paid to senior executives of the Company, typically on or before, but in no event later than, March 15th of the calendar year following the calendar year in which they are earned and, except as provided below and in Article IV hereof, shall be subject to Executive's continued employment through the applicable payment date. Executive's Target Bonus opportunity shall be subject to annual review by the Board, and adjustments may be made based upon the Board's review of market trends, internal considerations and performance; provided, however, the Target Bonus opportunity shall not be reduced at any time (including after any increase). The term "Target Bonus" as utilized in this Agreement shall refer to Target Bonus as so increased. Notwithstanding anything to the contrary, if Executive is terminated without Cause or due to death or Disability or resigns for Good Reason, in any case after the applicable performance year has ended, but before any Annual Bonuses for such year are paid, Executive should still be entitled to her Annual Bonus paid at the same time other senior executives are paid their annual bonuses, but in no event after March 15th of the calendar year following the calendar year in which such Annual Bonuses are earned.

D. Long-Term Incentives.

1. For each fiscal year of the Company ending during the Term (commencing with fiscal year 2024), Executive shall be eligible for one or more grants of long-term incentive awards (collectively, the "Awards") as determined by the Board or the Compensation Committee of the Board (the "Compensation Committee"), based upon the Board's or the Compensation Committee's review of market trends, internal considerations and performance. The type(s) of any such Award(s) and the relevant terms and conditions (including vesting conditions) shall be determined by the Board or the Compensation Committee at the start of the applicable fiscal year.

2. Notwithstanding the foregoing, for fiscal year 2024 (subject to Executive's continued employment with the Company through the applicable grant date), the Awards shall have an aggregate grant-date value equal to \$6,000,000.00, to be converted into a number of shares of Parent common stock based on dividing \$6,000,000.00 by the closing price of a share of Parent common stock as listed on NASDAQ on the grant date, and shall consist of (i) an Award with an aggregate grant-date value equal to \$4,300,000.00 (the "RSU/PSU Award") comprised of 75% restricted stock units (the "RSUs") covering Parent common stock and 25% performance share units ("PSUs") covering Parent common stock; and (ii) an Award of performance share units covering Parent common stock with a grant-date value equal to \$1,700,000.00 (the "PSU Award"). The RSU/PSU Award and the PSU Award shall be granted to Executive no later than ten (10) days following the Effective Date.

- The RSUs in the RSU/PSU Award will vest with respect to (i) 33.33% of the underlying shares of Parent common stock on the one-year anniversary of the applicable grant date, (ii) 33.33% of the underlying shares of Parent common stock on the second anniversary of the applicable grant date, and (iii) 33.34% of the underlying shares of Parent common stock on third anniversary of the applicable grant date, subject to Executive's continued status as a Service Provider (as defined in Parent's 2021 Incentive Award Plan, as amended from time to time (the "Plan")) with the Company through each such vesting date. The acceleration of vesting terms applicable to the 2024 RSU/PSU Award shall be no less favorable than the acceleration

of vesting terms applicable to the annual awards of RSUs and PSUs granted to other senior executives of the Company for fiscal year 2024. The PSUs in the RSU/PSU Award shall vest based on relative total shareholder return and shall have the same vesting terms (including, without limitation, change on control-related terms, acceleration provisions, etc.) applicable to the annual award of PSUs granted to other senior executives of the Company for 2024.

- With respect to the PSU Award, the Company will set four (4) quarterly test periods within the three (3)-year performance period from Q1 2024 through Q4 2026 (the “Performance Period”), with such test periods being Q1 2026, Q2 2026, Q3 2026 and Q4 2026. Unless otherwise provided, if Executive is a Service Provider with the Company through the end of the Performance Period, then in Q1 2027, but no later than March 15, 2027, the Board will look back at those four (4) test periods and will take the average closing price from each of those quarters (based on trading days), then take the highest quarter average (based on trading days) and compare to the \$5.00 per share. If the average closing price in the highest quarter (based on trading days) is (A) \$5.00/share, then 50% of the PSU Award will vest at the time of such determination; and (B) \$7.50/share, then 100% of the PSU Award will vest at the time of such determination; provided, that the percentage of the PSU Award that will vest based on an average closing price between \$5.00/share and \$7.50 /share will be based on linear interpolation. If Executive is terminated due to death or Disability, or resigns for Good Reason, or is terminated without Cause, then the PSU Award shall fully vest upon such termination. If there is a Change in Control (as defined in the Plan), then the number of PSUs in the PSU Award that can vest will be determined based on the Change in Control Sale Price (i.e., the value as determined by the Board of the consideration payable, or otherwise to be received, by stockholders per share of Parent common stock pursuant to a Change in Control). If the PSU Award is assumed, continued or substituted by a successor entity in connection with the Change in Control, then the number of PSUs that can vest will vest at the end of the Performance Period, subject to Executive’s continued status as a Service Provider; provided, that if Executive is terminated without Cause, resigns for Good Reason or is terminated due to death or Disability, in either case within 12 months following the Change in Control, then that number of PSUs will vest upon such termination. If the PSU Award is not assumed, continued or substituted by a successor entity in connection with a Change in Control, then that number of PSUs will vest immediately prior to the Change in Control.

3. The RSU/PSU Award and the PSU Award shall be subject to the terms and conditions of the Plan, and an award agreement to be entered into between Parent and Executive. Notwithstanding anything to the contrary, all Awards, including, without limitation, the RSU/PSU Award and the PSU Award, will be net settled for taxes (i.e., the Company shall withhold, or cause to be withheld, shares of Parent common stock otherwise vesting or issuable under an applicable Award in satisfaction of any applicable withholding tax obligations, with the number of shares withheld or surrendered limited to the number of shares which have a fair market value on the date of withholding no greater than the aggregate amount of such liabilities based on the maximum individual statutory withholding rates in Executive’s applicable jurisdictions for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income).

E. Reimbursement of Expenses. During the Term, Executive shall be entitled to

receive prompt reimbursement of all reasonable business expenses incurred by Executive in performing services hereunder, including without limitation, all reasonable expenses of travel, and reasonable living expenses while away from home on business at the request of, or in the service of, the Company, provided that such expenses are incurred and accounted for in accordance with the policies and procedures established by the Company unless otherwise set forth herein. Additionally, notwithstanding anything to the contrary, the Company shall provide Executive with the following:

1. A corporate apartment near the Company's offices, as needed, for Executive's business travel, including gross ups for any taxes applicable to Executive;
2. Travel and accommodations for all reasonable business travel, pursuant to the Company's Travel Policy, with reasonable exceptions permitted in the Executive's reasonable discretion; and
3. Payment of any and all legal fees for the negotiation and preparation of Executive's employment term sheet, this Agreement (including any exhibits or attachments thereto), and any and all related equity documents.

F. Benefits. During the Term, Executive shall be eligible to participate in and be covered by all health, insurance, pension, disability insurance and other employee plans and benefits maintained by the Company for the benefit of its employees from time to time (collectively referred to herein as the "Company Benefit Plans"), on the same terms as are generally applicable to other senior executives of the Company, subject to meeting applicable eligibility requirements of the Company Benefit Plans. Nothing contained in this Section II.F shall create or be deemed to create any obligation on the part of the Company to adopt or maintain any health, welfare, retirement or other benefit plan or program at any time or to create any limitation on the Company's ability to modify or terminate any such plan or program.

G. Vacation and Holidays. During the Term, Executive shall participate in the Company's Permissive Paid Time Off program, the terms of which can be modified by the Company at any time at the discretion of the Company. Executive shall also be entitled to such holidays as are established by the Company for all employees.

III. CONFIDENTIALITY AND NONDISCLOSURE

A. Confidentiality Agreement. Concurrently with the execution and delivery of this Agreement, and as part of the consideration for the promises and undertakings by the Company in this Agreement, Executive shall execute and deliver the Employee Proprietary Information and Inventions Assignment Agreement attached as Exhibit B hereto and incorporated herein by reference (the "Confidentiality Agreement").

B. No Violation of Other Agreements. Executive represents that, to the best of Executive's knowledge, the entrance into this Agreement and the performance of all the terms of this Agreement does not and will not breach any contract to which Executive is bound or any legal obligation of Executive:

1. Not to compete or to interfere with the business of a former employer

(which term for purposes of this Section III.C shall also include persons, firms, corporations and other entities for which Executive has acted as an independent contractor or consultant); or

2. Not to solicit employees, customers or vendors of any former employer.

IV. TERMINATION

A. Definitions. For purposes of this Article IV, the following definitions shall apply to the terms set forth below:

1. Cause. "Cause" shall be defined as follows:

- a. Executive has (A) engaged in an act of embezzlement or fraud or breach of fiduciary duty relating to the Company, which have or are reasonably likely to result in a material liability to the Company; (B) violated any rule, regulation, policy or procedure of the Company pertaining to harassment and discrimination, or (C) been convicted of, or plea of guilty or nolo contendere to, any felony;

- b. Executive has materially breached any of the provisions of this Agreement, the Confidentiality Agreement or any other material agreement with the Company or any of its affiliates, if such breach is not cured to the reasonable satisfaction of the Board within thirty (30) days following written notice to Executive that reasonably describes the breach;

- c. Actions by Executive involving willful malfeasance or gross negligence in the performance of Executive's duties, which have or are reasonably likely to result in a material liability to the Company.

- d. Executive's willful and continuous failure or refusal to perform Executive's duties as required by this Agreement, if such failure to perform is not cured to the reasonable satisfaction of the Board within thirty (30) days following written notice to Executive that reasonably describes the duties which it is alleged that Executive has failed or refused to perform.; or

- e. Executive's willful violation of any Company policy, rule, regulation or procedure that is demonstrably and materially injurious to the business, financial condition or reputation of the Company or its affiliates.

For purposes of the foregoing definition of Cause, no act or failure to act by Executive shall be deemed willful or intentional if performed in good faith and with the reasonable belief that the action or inaction was in the best interests of the Company and its affiliates.

2. Change in Control. "Change in Control" shall have the meaning set forth in the Plan.

3. Disability. "Disability" shall mean that Executive has become entitled to receive benefits under the Company's applicable long-term disability plan or, if no such plan covers Executive, "Disability" means a physical or mental incapacity as a result of which Executive becomes unable to continue the performance of Executive's material duties hereunder

in substantially a full-time capacity for a period exceeding six (6) consecutive months. In addition, reasonable absences because of sickness for up to three (3) consecutive months shall be excepted; provided, however, that any new period of physical or mental incapacity as a result of which Executive becomes unable to continue the performance of Executive's material duties hereunder in substantially a full-time capacity ("Incapacity"), shall be deemed consecutive with a prior period of incapacity if the new Incapacity is reasonably determined by the Board, in good faith, to be related to the prior Incapacity). A determination of Disability shall be subject to the written certification of a qualified medical doctor agreed to by the Board and Executive or, in the event of Executive's incapacity to designate a doctor, Executive's legal representative. In the absence of agreement between the Board and Executive, each party shall nominate a qualified medical doctor and the two doctors so nominated shall select a third doctor, who shall make the determination as to Disability.

4. Good Reason. "Good Reason" means, without Executive's written consent, the occurrence of any one or more of the following:

a. A material reduction in Executive's compensation or Target Bonus opportunity.

b. The relocation of Executive's principal place of employment to a location that is greater than twenty-five (25) miles from the Principal Location if that relocation increases Executive's commute by twenty-five (25) miles or more.

c. A material reduction in Executive's title, duties, authority or responsibilities as contemplated by this Agreement (other than during a period of Incapacity); but excluding Executive not being re-elected as a member of the Board by the stockholders of Parent after having been nominated by the Board.

d. A material breach by Parent, the Company, any of their affiliates or any successors thereof of the Agreement, any agreements related to the Awards or any other material agreement with Executive.

Notwithstanding the foregoing, Executive will not be deemed to have resigned for Good Reason unless (1) Executive provides the Company with written notice setting forth in reasonable detail the facts and circumstances claimed by Executive to constitute Good Reason within sixty (60) days after the date of the occurrence of any event that Executive knows or should reasonably have known to constitute Good Reason, (2) the Company fails to cure such acts or omissions within thirty (30) days following the Company's receipt of such notice, and (3) the effective date of Executive's termination for Good Reason occurs no later than sixty (60) days after the expiration of such cure period.

5. Pro-Rata Annual Bonus. "Pro-Rata Annual Bonus" means a pro-rated portion of the Annual Bonus for the year in which the Date of Termination occurs, determined by multiplying the Annual Bonus for the calendar year in which the Date of Termination occurs by a fraction, the numerator of which equals the number of days that Executive was employed by the Company or its subsidiaries during the calendar year in which the Date of Termination occurs and the denominator of which equals 365 or 366 (as applicable).

B. Termination by Company. The Company may terminate Executive's employment

hereunder immediately, with or without Cause, or due to Executive's Disability. This Agreement will automatically terminate upon Executive's death during the Term.

C. Termination by Executive. Executive may terminate this Agreement without Good Reason upon sixty (60) days' written notice to the Board, and Executive may terminate this Agreement for Good Reason in accordance with Section IV.A.4 above.

D. Benefits Received Upon Termination.

1. If Executive's employment terminates during the Term for any reason, then the Company shall pay or provide to Executive: (i) Executive's earned but unpaid Base Salary through the Date of Termination (as defined below), (ii) to the extent required by applicable law, any vacation earned but not taken through the Date of Termination, and (iii) any vested amounts due to Executive under any plan, program or policy of the Company (collectively, the "Accrued Obligations"). The Accrued Obligations described in clauses (i) - (ii) of the preceding sentence shall be paid within thirty (30) days after the Date of Termination (or such earlier date as may be required by applicable law) and the Accrued Obligations described in clause (iii) of the preceding sentence shall be paid in accordance with the terms of the governing plan or program. The Company shall thereafter have no further obligations to Executive under this Agreement, except for any applicable obligations provided hereinafter in Sections IV.D.2, 3 or 4 below or pursuant to any agreement applicable to any equity awards.

2. If Executive's employment is terminated by the Company without Cause (excluding termination by reason of death or Disability), or Executive terminates her employment for Good Reason, in either case, prior to the consummation of a Change in Control or more than twelve (12) months after the consummation of a Change in Control, then upon Executive's "separation from service" from the Company (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code")) (a "Separation from Service" and, the date of any such Separation from Service, the "Date of Termination"), subject to Section IV.E below, the Company shall:

a. pay to Executive an amount equal to Executive's earned but unpaid Annual Bonus for the fiscal year ending immediately prior to the year in which the Date of Termination occurs, said Annual Bonus to be paid as and when annual bonuses are payable for such year generally (but in no event later than March 15th of the year following the year in which the Annual Bonus was earned);

b. pay to Executive as severance pay an amount equal to eighteen (18) months of Executive's Base Salary in effect as of the Date of Termination (or in effect for the year prior to the year in which the Date of Termination occurs, if higher) with such payments to be made in accordance with the Company's usual payroll periods during the eighteen (18) month period commencing on the Date of Termination; provided, that no such payments shall be made prior to the date on which the Release (as defined below) becomes effective and irrevocable and, if the aggregate period during which Executive is entitled to consider and/or revoke the Release spans two (2) calendar years, no payments under this Section IV.D.2.b, to the extent it constitutes nonqualified deferred compensation under Section 409A (as defined below), shall be made prior to the beginning of the second (2nd) such calendar year (and any payments otherwise payable prior thereto (if any) shall instead be paid commencing on the first regularly scheduled Company payroll date occurring

in the latter such calendar year);

c. in the event that Executive's termination occurs

- on or prior to March 31st of the calendar year in which the Date of Termination occurs, the Company shall pay to Executive an amount equal to Executive's Pro-Rata Target Bonus (as defined below), payable within seventy (70) days following the Date of Termination; provided, that if the aggregate period during which Executive is entitled to consider and/or revoke the Release spans two calendar years, the Pro-Rata Target Bonus will be paid in the second (2nd) such calendar year to the extent it constitutes nonqualified deferred compensation under Section 409A; or
- after March 31st of the calendar year in which the Date of Termination occurs, the Company shall pay to the Executive an amount equal to Executive's Pro-Rata Annual Bonus, payable at such time as annual bonuses are paid generally to the Company's senior executives for the applicable calendar year, but in no event later than March 15th of the calendar year following the calendar year in which the Date of Termination occurs; and

d. subject to Executive's valid election to continue healthcare coverage under Section 4980B of the Code, during the period commencing on the Date of Termination and ending on the date that is eighteen (18) months thereafter, or, if earlier, the date on which Executive becomes covered by a group health insurance program provided by a subsequent employer (in either case, the "COBRA Period"), the Company shall reimburse Executive for Executive's and Executive's eligible dependents with coverage under its group health plans at the same levels and the same cost to Executive as would have applied if Executive's employment had not been terminated based on Executive's elections in effect on the Date of Termination, provided, however, that (A) if any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Section 409A under Treasury Regulation Section 1.409A-1(a)(5), or (B) the Company is otherwise unable to continue to cover Executive under its group health plans without incurring penalties (including without limitation, pursuant to Section 2716 of the Public Health Service Act or the Patient Protection and Affordable Care Act), then, in either case, an amount equal to each remaining Company subsidy shall thereafter be paid to Executive in substantially equal currently-taxable monthly installments over the continuation coverage period (or the remaining portion thereof) and the Company shall pay Executive a gross up for any applicable taxes.

e. For the avoidance of doubt, upon a termination of Executive's employment pursuant to this Section IV.D.2, Executive's outstanding equity awards will be treated as set forth in the applicable award agreements governing such awards, subject to any additional benefits as provided hereunder if more favorable to Executive.

3. If within twelve (12) months following the consummation of a Change in Control, Executive's employment is terminated either by the Company without Cause (excluding by reason of death or Disability) or by Executive for Good Reason, then, in either case, upon

Executive's Separation from Service, subject to Section IV.E below, the Company shall:

a. pay to Executive an amount equal to Executive's earned but unpaid Annual Bonus for the year ending immediately prior to the year in which the Date of Termination occurs, said Annual Bonus to be paid as and when annual bonuses are payable for such year generally (but in no event later than March 15th of the year following the year in which the Annual Bonus was earned);

b. pay to Executive as severance a lump sum amount equal to the sum of (A) eighteen (18) months of Executive's Base Salary in effect as of the Date of Termination (or in effect for the year prior to the year in which the Date of Termination occurs, if higher) and (B) one and one-half (1.5) times Executive's Target Bonus for the year in which the Date of Termination occurs (or in effect for the year prior to the year in which the Date of Termination occurs, if higher), such payments to be made on the Date of Termination; provided, that no such payments shall be made prior to the date on which the Release becomes effective and irrevocable and, if the aggregate period during which Executive is entitled to consider and/or revoke the Release spans two (2) calendar years, no payments under this Section IV.D.3.b, to the extent it constitutes nonqualified deferred compensation under Section 409A (as defined below), shall be made prior to the beginning of the second (2nd) such calendar year (and any payments otherwise payable prior thereto (if any) shall instead be paid on the first regularly scheduled Company payroll date occurring in the latter such calendar year);

c. pay to Executive a Pro-Rata Target Bonus (i.e., (i) the Target Bonus for the year in which the Date of Termination occurs or the Target Bonus in effect for the year prior to the year in which the Date of Termination occurs, if higher, multiplied by (ii) a fraction, the numerator of which is the number of days Executive was employed by the Company during the calendar year in which the Date of Termination occurs and the denominator of which is 365 or 366, as applicable), payable in a lump sum on the Date of Termination; and

d. subject to Executive's valid election to continue healthcare coverage under Section 4980B of the Code, the Company shall reimburse Executive during the COBRA Period, for Executive's and Executive's eligible dependents with coverage under its group health plans at the same levels and the same cost to Executive as would have applied if Executive's employment had not been terminated based on Executive's elections in effect on the Date of Termination, provided, however, that (A) if any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Section 409A under Treasury Regulation Section 1.409A-1(a)(5), or (B) the Company is otherwise unable to continue to cover Executive under its group health plans without incurring penalties (including without limitation, pursuant to Section 2716 of the Public Health Service Act or the Patient Protection and Affordable Care Act), then, in either case, an amount equal to each remaining Company subsidy shall thereafter be paid to Executive in substantially currently taxable equal monthly installments over the continuation coverage period (or the remaining portion thereof) and the Company shall pay Executive a gross up for any applicable taxes.

e. For the avoidance of doubt, upon a termination of Executive's employment pursuant to this Section IV.D.3, Executive's outstanding equity awards will be treated as set forth in the applicable award agreements governing such awards, subject to any additional benefits as provided hereunder if more favorable to Executive. Notwithstanding anything to the

contrary, any unvested and outstanding equity awards subject solely to time-based vesting shall immediately accelerate and become fully vested, exercisable or nonforfeitable as of the Date of Termination.

4. Termination Because of Employee Death or Disability. In the event of Executive's Disability, Executive acknowledges that her employment may be terminated by the Company; provided that, during the period of the Disability prior to such termination of employment, Executive shall continue to receive all compensation and benefits as if Executive were actively employed less any sums received directly by Executive, if any, under any applicable disability income insurance policy maintained by the Company. In the event that the Company terminates Executive's employment due to her Disability, Executive shall have the right to continue to receive any payments made under any applicable disability insurance policy maintained by the Company in accordance with, and subject to the terms and conditions of, such policy. In addition, Executive (or Executive's estate) shall receive a Pro-Rata Target Bonus in a lump sum within thirty (30) days following the Date of Termination due to death or Disability and any earned but unpaid Annual Bonus for the year ending immediately prior to the year in which the Date of Termination occurs, said Annual Bonus to be paid as and when annual bonuses are payable for such year generally (but in no event later than March 15th of the year following the year in which the Annual Bonus was earned). Upon a termination of Executive's employment pursuant to this Section IV.D.4, Executive's outstanding equity awards will be treated as set forth in the applicable award agreements governing such awards, subject to any additional benefits as provided hereunder if more favorable to Executive.

E. Release. Notwithstanding the foregoing, it shall be a condition to Executive's right to receive the amounts provided for in Section IV.D.2 or IV.D.3 hereof (as applicable) that Executive execute and deliver to the Company a release of claims substantially in the form attached hereto as Exhibit C that becomes effective and irrevocable no more than sixty (60) days after the date on which Executive's employment terminates.

F. Effect of Termination. Unless otherwise determined by the Board, upon any termination of Executive's employment with the Company for any reason, Executive shall be deemed to have immediately resigned as Chief Executive Officer of Parent and the Company, and in any other capacity with Parent and the Company (including as an employee, officer and/or director), as well as with all subsidiaries, if applicable, without the giving of any notice or the taking of any action.

V.

SUCCESSORS AND ASSIGNS

A. Assignment. This Agreement shall inure to the benefit of and be binding upon the Company and to any person or entity which succeeds to all or substantially all of the business of the Company through merger, consolidation, reorganization, or other business combination or by acquisition of all or substantially all of the assets of the Company. To the extent that any such successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company does not automatically, under applicable law, assume all obligations under this Agreement, then the Company will utilize its best efforts to obtain the agreement of the successor or assign to assume all the obligations arising from this Agreement, and to perform this Agreement in the same manner and to the same extent that the

Company would be required to perform it if no such succession or assignment had taken place. Any failure of the Company to obtain such agreement prior to the effectiveness of any such succession or assignment shall be deemed to be a material breach of this Agreement unless otherwise agreed to between Executive and such successor or assign. The obligations of this Article shall apply equally to the Company, as herein before defined, and to any future successor or assign to its business which automatically by operation of law or otherwise (including pursuant to such successor's or assign's agreement to assume all obligations arising from this Agreement) becomes bound by all the terms and provisions of this Agreement (i.e., the obligation to use best efforts to obtain the agreement of a potential second successor is assumed by the first successor when it assumes the obligations of this Agreement). The obligations of this Article V shall also apply to any corporation (i.e., subsidiary or affiliated company) where the Company owns the majority of the voting securities of the corporation and the corporation becomes the employer for Executive at any time during the term of this Agreement.

B. Executive Assigns. This Agreement is personal to Executive and, without the prior written consent of the Company, shall not be assignable by Executive other than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive and Executive's legal representatives, executors, heirs, distributees, devisees and legatees.

VI.

EXCESS PARACHUTE PAYMENTS: LIMITATION ON PAYMENTS

A. Best Pay Cap. Notwithstanding any other provision of this Agreement, in the event that any payment or benefit received or to be received by Executive (whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement) (all such payments and benefits being hereinafter referred to as the "Total Payments") would be subject (in whole or part), to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), such remaining Total Payments shall be reduced, to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax but only if (i) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments). The reduction of the amounts payable hereunder, if applicable, shall be made by reducing the payments and benefits in the following order: (i) cash payments that may not be valued under Treas. Reg. § 1.280G-1, Q&A-24(c) ("24(c)"), (ii) equity-based payments that may not be valued under 24(c), (iii) cash payments that may be valued under 24(c), (iv) equity-based payments that may be valued under 24(c) and (v) other types of benefits. With respect to each category of the foregoing, such reduction shall occur first with respect to amounts that are not "deferred compensation" within the meaning of Section 409A of the Code and next with respect to payments that are deferred compensation within the meaning of Section 409A of the Code, in each case, beginning with payments or benefits that are to be paid the farthest in time from the determination of the Independent Advisors (as defined below). All reasonable fees and expenses of the Independent Advisors shall be borne solely by the Company.

B. Certain Exclusions. For purposes of determining whether and the extent to

which the Total Payments will be subject to the Excise Tax, (i) no portion of the Total Payments the receipt or enjoyment of which Executive shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of Section 280G(b) of the Code shall be taken into account; (ii) no portion of the Total Payments shall be taken into account which, in the written opinion of an independent, nationally recognized accounting firm (the "Independent Advisors") selected by the Company, does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Total Payments shall be taken into account which, in the opinion of Independent Advisors, constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the "base amount" (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation; and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Independent Advisors in accordance with the principles of Sections 280G(d)(3) and (4) of the Code.

VII. GENERAL PROVISIONS

A. Notice. For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or mailed by United States registered mail, return receipt requested, postage prepaid, as follows:

If to the Company:	The Beauty Health Company 2165 Spring Street Long Beach, CA 90806 Attn: Executive Chairman
--------------------	---

If to Executive:	Executive's residential address as then set forth in the Company's personnel records.
------------------	--

With a copy (which will not constitute notice to Executive) to:	Grace Wirth Goodwin Procter LLP 1900 N Street NW Washington, D.C. 20036
---	--

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices or change of address shall be effective only upon receipt.

B. Amendments: No Waivers. No provision of this Agreement may be amended, modified, waived or discharged unless such amendment, waiver, modification or discharge is agreed to in a writing signed by Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

C. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Maryland, without regard to its conflicts of law principles.

D. Severability or Partial Invalidity. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

E. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

F. Entire Agreement. This Agreement, together with the Confidentiality Agreement, the Interim CEO Offer Letter (as defined and limited below) and any equity award agreements or other agreements related to the Awards, constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Agreement, together with the Confidentiality Agreement, the Interim CEO Offer Letter and any equity award agreements or other agreements related to the Awards, is intended by the parties as the final expression of their agreement with respect to such terms as are included in this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement, together with the Confidentiality Agreement, the Interim CEO Offer Letter and any equity award agreements or other agreements related to the Awards, constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced in any judicial proceeding involving this Agreement.

G. Interim CEO Offer Letter. Notwithstanding anything to the contrary, any and all restricted stock unit grants made by the Parent to Executive pursuant to the Interim CEO Offer Letter by and between the Company and Executive, dated as of November 12, 2023 (the "Interim CEO Offer Letter") shall fully vest upon the Effective Date. For clarity, the vesting of the restricted stock units referenced in this paragraph is the only portion of the Interim CEO Offer Letter that survives the execution of this Agreement. The Base Salary and Transaction Bonus referenced in the Interim CEO Offer Letter will become null and void upon the execution of this Agreement.

H. Arbitration.

1. All disputes, controversies, and claims between Executive and the Company, or any of its officers, directors, employees, or agents in their capacity as such, including any controversy or dispute, whether based on contract, common law, or federal, state or local statute or regulation, that arise under or are related to this Agreement, Executive's employment with the Company or the termination thereof shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute in accordance with the rules of JAMS pursuant to its Employment Arbitration Rules and Procedures (the current version of which are available at <http://www.jamsadr.com/rules-employment-arbitration/> and a copy of which will be provided by the Company to Executive upon Executive's request). Notwithstanding the foregoing, this Agreement shall not require arbitration pursuant to this Section VII.H of any claims: (A) under a Company benefit plan subject to the Employee Retirement Income Security Act, as amended; or (B) as to which applicable law not preempted by

the Federal Arbitration Act prohibits resolution by binding arbitration. Either party may seek provisional non-monetary remedies in a court of competent jurisdiction to the extent that such remedies are not available or not available in a timely fashion through arbitration. It is the parties' intent that issues of arbitrability of any dispute shall be decided by the arbitrator.

2. The arbitration shall take place before a single neutral arbitrator at the JAMS office in Washington, D.C.. Such arbitrator shall be provided through JAMS by mutual agreement of the parties to the arbitration; provided, that, absent such agreement, the arbitrator shall be selected in accordance with the rules of JAMS then in effect. The arbitrator shall permit reasonable discovery. The award or decision of the arbitrator shall be rendered in writing; shall include the factual and legal basis for such award; shall be final and binding on the parties; and may be enforced by judgment or order of a court of competent jurisdiction.

3. Each party shall be responsible for paying its own costs for the arbitration, including its own attorneys' and/or witnesses' fees. In the event of arbitration relating to this Agreement, the non-prevailing party shall reimburse the prevailing party for all costs incurred by the prevailing party in connection with such arbitration (including, without limitation, reasonable legal fees in connection with such arbitration, including any litigation or appeal therefrom).

4. EXECUTIVE AND THE COMPANY UNDERSTAND THAT BY AGREEING TO ARBITRATE ANY ARBITRATION CLAIM, THEY WILL NOT HAVE THE RIGHT TO HAVE ANY ARBITRATION CLAIM DECIDED BY A JURY OR A COURT, BUT SHALL INSTEAD HAVE ANY ARBITRATION CLAIM DECIDED THROUGH ARBITRATION.

5. EXECUTIVE AND THE COMPANY WAIVE ANY CONSTITUTIONAL OR OTHER RIGHT TO BRING CLAIMS COVERED BY THIS AGREEMENT OTHER THAN IN THEIR INDIVIDUAL CAPACITIES. EXCEPT AS MAY BE PROHIBITED BY LAW, THIS WAIVER INCLUDES THE ABILITY TO ASSERT CLAIMS AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

6. This Section VII.H shall be interpreted to conform to any applicable law concerning the terms and enforcement of agreements to arbitrate service disputes. To the extent any terms or conditions of this Section VII.H would preclude its enforcement, such terms shall be severed or interpreted in a manner to allow for the enforcement of this Section VII.H. To the extent applicable law imposes additional requirements to allow enforcement of this Section VII.H, this Agreement shall be interpreted to include such terms or conditions.

I. Indemnification. To the extent permitted by law and the Certificate of Incorporation, By-laws or resolutions of the Company in effect from time to time, Executive shall be entitled to indemnification by the Company to the same extent as other similarly-situated executive officers of the Company. In addition, the Company shall provide Executive with coverage under the directors and officers liability insurance policy, if any, maintained by the Company for the benefit of the members of the Board and officers of the Company to the same extent as such coverage is provided to members of the Board and similarly-situated executive officers of the Company. Subject to applicable law and the terms and conditions of such indemnification provisions and policy, such provisions and policy shall continue to apply after Executive's termination of employment with the Company with respect to her service to

the Company prior to such termination of employment to the same extent, and on the same basis, as for other former members of the Board and executive officers.

J. Section 409A.

1. To the extent applicable, this Agreement shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretative guidance issued thereunder, including without limitation any such regulations or other such guidance that may be issued after the Effective Date (collectively, "Section 409A"). Notwithstanding any provision of this Agreement to the contrary, in the event that following the Effective Date, the Company determines that any compensation or benefits payable under this Agreement may be subject to Section 409A, the Company may adopt such amendments to this Agreement or adopt other policies or procedures (including amendments, policies and procedures with retroactive effect), or take any other actions that the Company determines are necessary or appropriate to preserve the intended tax treatment of the compensation and benefits payable hereunder, including without limitation actions intended to (i) exempt the compensation and benefits payable under this Agreement from Section 409A, and/or (ii) comply with the requirements of Section 409A, provided, however, that this Section VII.J.1 does not, and shall not be construed so as to, create any obligation on the part of the Company to adopt any such amendments, policies or procedures or to take any other such actions or to create any liability on the part of the Company for any failure to do so. In no event shall the Company, any of their respective affiliates or any of their respective officers, directors or advisors be liable for any taxes, penalties or interest imposed under or by operation of Section 409A. Any right to a series of installment payments pursuant to this Agreement is to be treated as a right to a series of separate payments.

2. Notwithstanding anything to the contrary in this Agreement, no compensation or benefits (including, without limitation, any compensation or benefits provided pursuant to Section IV.D.2 or IV.D.3 above) shall be paid to Executive during the six (6)-month period following Executive's Separation from Service if the Company determines that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6)-month period (or such earlier date upon which such amount can be paid under Section 409A without resulting in a prohibited distribution, including as a result of Executive's death), the Company shall pay Executive a lump-sum amount equal to the cumulative amount that would have otherwise been payable to Executive during such period (without interest).

K. Withholding. Any payments hereunder will be subject to any required withholding of federal, state and local taxes pursuant to applicable law or regulation, and the Company and its affiliates shall be entitled to withhold any and all such taxes from amounts payable hereunder.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

EXECUTIVE

/s/ Marla Beck

By: Marla Beck

PARENT

/s/ Doug Schillinger

By: Doug Schillinger

Title: Chairman, BeautyHealth Compensation Committee

OPCO

/s/ Paul Bokota

By: Paul A. Bokota

Title: Senior Vice-President & General Counsel

THE BEAUTY HEALTH COMPANY

EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT

In consideration and as a condition of my employment by The Beauty Health Company and Hydrafacial LLC (together with their respective parents and subsidiaries and any of their respective successors or assigns, the “Company”), and my receipt of the compensation paid to me by the Company pursuant to the employment agreement entered into between me and the Company, dated as of April 8, 2024 (the “Employment Agreement”) concurrently with the execution of this Employee Proprietary Information and Inventions Assignment Agreement (the “Agreement”), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Effective Date (as defined in the Employment Agreement), I, the undersigned, agree as follows:

1. **Proprietary Information.** During the term of my employment with the Company, I may receive and otherwise be exposed, directly or indirectly, to confidential and proprietary information of the Company whether in graphic, written, electronic or oral form, including without limitation, information relating to the Company’s business, strategies, designs, products, services and technologies and any derivatives, improvements and enhancements relating to any of the foregoing, or to the Company’s suppliers, customers or business partners (collectively “Proprietary Information”). Proprietary Information may be identified at the time of disclosure as confidential or proprietary or information which by its context would reasonably be deemed to be confidential or proprietary. “Proprietary Information” may also include without limitation (i)(a) unpublished patent disclosures and patent applications and other filings, knowhow, trade secrets, works of authorship and other intellectual property, as well as any information regarding ideas, Work Product (as defined below), technology, and processes, including without limitation assays, sketches, schematics, techniques, drawings, designs, descriptions, specifications and technical documentation, (b) specifications, protocols, models, designs, equipment, engineering, algorithms, software programs, software source documents, formulae, (c) information concerning or resulting from any research and development or other project, including without limitation, experimental work, and product development plans, regulatory compliance information, and research, development and regulatory strategies, and (d) business and financial information, including without limitation purchasing, procurement, manufacturing, customer lists, information relating to investors, employees, business and contractual relationships, business forecasts, sales and merchandising, business and marketing plans, product plans, and business strategies, including without limitation, information the Company provides regarding third parties, such as, but not limited to, suppliers, customers, employees, investors, or vendors; and (ii) any other information, to the extent such information contains, reflects or is based upon any of the foregoing Proprietary Information. The Proprietary Information may also include information of a third party that is disclosed to me by the Company or such third party at the Company’s direction. Any information disclosed by any of the Company’s affiliated companies or by any company, person or other entity participating with the Company in any consortium, partnership, joint venture or similar business combination, which would otherwise constitute Proprietary Information if disclosed by the Company, shall be deemed to constitute Proprietary Information under this Agreement, and the rights of the Company under this Agreement may be enforced by any such affiliate or participating entity (as well as by the Company) with respect to any violation relating to the Proprietary Information disclosed by such affiliate or entity, as if that affiliate or entity were also a party to this Agreement. Notwithstanding anything herein, general ideas, concepts, know-how, methods, techniques or skills relating to beauty products that have been or are gained or learned by me do not constitute Proprietary Information or Inventions hereunder.

2. Obligations of Non-Use and Nondisclosure. I acknowledge the confidential and secret character of the Proprietary Information, and agree that the Proprietary Information is the sole, exclusive and valuable property of the Company. Accordingly, I agree not to use the Proprietary Information except in the performance of my authorized duties as an employee of the Company, and not to disclose all or any part of the Proprietary Information in any form to any third party, either during or after the term of my employment with the Company, without the prior written consent of the Company on a case-by-case basis, and to cooperate with the Company and use my reasonable best efforts to prevent the unauthorized use or disclosure or reproductions of any Proprietary Information. In addition, I agree not to copy or remove any tangible materials containing Proprietary Information from the premises of the Company, except in the proper performance of my duties as an employee of the Company or with the prior written consent of the Company on a case-by-case basis. Upon termination of my employment with the Company, I agree to cease using and to return to the Company all whole and partial copies and derivatives of the Proprietary Information, whether in my possession or under my direct or indirect control, provided that I am entitled to retain my personal copies of (a) my compensation and benefits records, and (b) this Agreement. I understand that my obligations of nondisclosure with respect to Proprietary Information shall not apply to information that I can establish by competent proof (i) was actually in the public domain at the time of disclosure or enters the public domain following disclosure other than as a result of a breach of this Agreement, (ii) is already in my possession without breach of any obligations of confidentiality at the time of disclosure by the Company as shown by my files and records immediately prior to the time of disclosure, or (iii) is obtained by me from a third party not under confidentiality obligations and without a breach of any obligations of confidentiality. If I become compelled by law, regulation (including without limitation the rules of any applicable securities exchange), court order, subpoena, or other governmental authority to disclose any Proprietary Information, I shall, to the extent possible and permissible under applicable law, first give notice to the Company. I agree to cooperate reasonably with the Company (at the Company's request) in any proceeding to obtain a protective order or other remedy. If such protective order or other remedy is not obtained, I shall only disclose that portion of such Proprietary Information required to be disclosed, in the opinion of my legal counsel. I shall request that confidential treatment be accorded such Proprietary Information, where available. Compulsory disclosures made pursuant to this section shall not relieve me of my obligations of confidentiality and non-use with respect to non-compulsory disclosures. I shall promptly notify my supervisor or any other officer of the Company of any possible unauthorized use or disclosure of Proprietary Information and shall cooperate fully with the Company to enforce its rights in such information. Notwithstanding the foregoing or anything herein to the contrary, nothing contained herein shall prohibit me from (x) filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or cooperating with any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation; (y) communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to, any federal, state or local government regulator (including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, or the U.S. Department of Justice) for the purpose of reporting or investigating a suspected violation of law, or from providing such information to my attorney or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding; and/or (z) making disclosures that are protected by the National Labor Relations Act or similar applicable law.

3. Defend Trade Secrets Act Notice of Immunity Rights. I acknowledge that the Company has provided me with the following notice of immunity rights in compliance with the requirements of the Defend Trade Secrets Act: (a) I shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Proprietary Information that is made in confidence to a Federal, State, or

local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, (b) I shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Proprietary Information that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and (c) if I file a lawsuit for retaliation by the Company for reporting a suspected violation of law, I may disclose the Proprietary Information to my attorney and use the Proprietary Information in the court proceeding, if I file any document containing the Proprietary Information under seal, and do not disclose the Proprietary Information, except pursuant to court order.

4. Property of the Company. I acknowledge and agree that all notes, memoranda, reports, drawings, blueprints, manuals, materials, data, emails and other papers and records of every kind, or other tangible or intangible materials which shall come into my possession in the course of my employment with the Company, relating to any Proprietary Information, shall be the sole and exclusive property of the Company and I hereby assign any rights or interests I may obtain in any of the foregoing. I agree to surrender this property to the Company immediately upon termination of my employment with the Company, or at any time upon request by the Company. I further agree that any property situated on the Company's data systems or on the Company's premises and owned by the Company, including without limitation electronic storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. I further agree that in the event of termination of my employment with the Company I will execute a Termination Certificate substantially in the form attached hereto as Exhibit A.

5. Inventions.

5.1 Disclosure and Assignment of Inventions. For purposes of this Agreement, an "Invention" shall mean any idea, invention or work of authorship, including, without limitation, any documentation, formula, design, device, code, method, software, technique, process, discovery, concept, improvement, enhancement, development, machine or contribution, in each case whether or not patentable or copyrightable, created or conceived and for purposes of this Section 5, "Company" shall mean the Company entity that is my employer as of the Effective Date or, if I am subsequently employed by any subsidiary or parent of such Company entity, the applicable subsidiary or parent by which I am employed. I will disclose all Inventions created or conceived by me after the Effective Date promptly in writing to an officer of the Company or to attorneys of the Company in accordance with the Company's policies and procedures, I will, and hereby do, assign to the Company, without requirement of further writing, without royalty or any other further consideration, my entire right, title and interest throughout the world in and to all Inventions created, conceived, made, developed, and/or reduced to practice by me in the course of my employment by the Company and all intellectual property rights therein. I hereby waive, and agree to waive, any moral rights I may have in any copyrightable work I create or have created on behalf of the Company. I also hereby agree, that for a period of one year after my employment with the Company, I shall disclose to the Company any Inventions that I create, conceive, make, develop, reduce to practice or work on that relate to the work I performed for the Company. The Company agrees that it will use commercially reasonable measures to keep Inventions disclosed to it pursuant to this Section 5.1 that do not constitute Inventions to be owned by the Company in confidence and shall not use any Inventions for its own advantage, unless in either case those Inventions are assigned or assignable to the Company pursuant to this Section 5.1 or otherwise.

5.2 Certain Exemptions. The obligations to assign Inventions set forth in Section 5.1

apply with respect to all Inventions (a) whether or not such Inventions are conceived, made, developed or worked on by me during my regular hours of employment with the Company; (b) whether or not the Invention was made at the suggestion of the Company; (c) whether or not the Invention was reduced to drawings, written description, documentation, models or other tangible form; and (d) whether or not the Invention is related to the general line of business engaged in by the Company, but do not apply to Inventions that (x) constitute Background Technology, or entirely on my own time or after the date of this Agreement without using the Company's equipment, supplies, facilities or Proprietary Information; (y) do not relate to the Company's business, or actual or demonstrably anticipated research or development of the Company at the time of conception or reduction to practice of the Invention; and (z) do not result from and are not related to any work performed by me for the Company. I further understand that, to the extent this Agreement shall be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, Section 5.1 shall be interpreted not to apply to any Invention which a court rules and/or the Company agrees falls within such classes.

5.3 Records. I will make and maintain adequate and current written records of all Inventions covered by Section 5.1. These records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, notebooks and any other format. These records shall be and remain the property of the Company at all times and shall be made available to the Company at all times.

5.4 Patents and Other Rights. I agree to assist the Company in obtaining, maintaining and enforcing patents, invention assignments and copyright assignments, and other proprietary rights in connection with any Invention covered by Section 5.1, and will otherwise assist the Company as reasonably required by the Company to perfect in the Company the rights, title and other interests in my work product granted to the Company under this Agreement (both in the United States and foreign countries). I further agree that my obligations under this Section 5.4 shall continue beyond the termination of my employment with the Company, but if I am requested by the Company to render such assistance after the termination of such employment, I shall be entitled to a fair and reasonable rate of compensation for such assistance, and to reimbursement of any expenses incurred at the request of the Company relating to such assistance. If the Company is unable, after reasonable effort, to secure my signature on any document needed to obtain, maintain and enforce patents, invention assignments and copyright assignments, and other proprietary rights in connection with any Invention covered by Section 5.1, or to perfect in the Company the rights, title and other interests in my work product granted to the Company under this Agreement (both in the United States and foreign countries), I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 5.4 with the same legal force and effect as if executed by me.

5.5 Prior Contracts and Inventions; Information Belonging to Third Parties. I represent and warrant that, except as set forth on Exhibit B, I am not required, and I have not been required during the course of work for the Company or its predecessors, to assign Inventions under any other contracts that are now or were previously in existence between me and any other person or entity. I further represent that (i) I am not obligated under any consulting, employment or other agreement that would affect the Company's rights or my duties under this Agreement, and I shall not enter into any such agreement or obligation during the period of my employment by the Company, (ii) there is no action, investigation, or

proceeding pending or threatened, or any basis therefor known to me involving my prior employment or any consultancy or the use of any information or techniques alleged to be proprietary to any former employer, and (iii) the performance of my duties as an employee of the Company do not and will not breach, or constitute a default under any agreement to which I am bound, including any agreement limiting the use or disclosure of proprietary information acquired in confidence prior to engagement by the Company or if applicable, any agreement to refrain from competing, directly or indirectly, with the business of such previous employer or any other party or to refrain from soliciting employees, customers or suppliers of such previous employer or other party. I will not, in connection with my employment by the Company, use or disclose to the Company any confidential, trade secret or other proprietary information of any previous employer or other person to which I am not lawfully entitled. As a matter of record, I attach as Exhibit B a brief description of all Inventions made or conceived by me prior to my employment with the Company which I desire to be excluded from this Agreement (“Background Technology”). If full disclosure of any Background Technology would breach or constitute a default under any agreement to which I am bound, including any agreement limiting the use or disclosure of proprietary information acquired in confidence prior to engagement by the Company, I understand that I am to describe such Background Technology in Exhibit B at the most specific level possible without violating any such prior agreement. Without limiting my obligations or representations under this Section 5.5, if I use any (i) Background Technology or (ii) any other Inventions in which I have an interest and that are excluded from the assignment of Inventions set forth in Section 5.1 (collectively (i) and (ii), the “Excluded Technology”) in the course of my employment or incorporate any Excluded Technology in any product, service or other offering of the Company, I hereby grant the Company a non-exclusive, royalty-free, perpetual and irrevocable, worldwide right to use and sublicense the use of Excluded Technology for the purpose of developing, marketing, selling and supporting Company technology, products and services, either directly or through multiple tiers of distribution, but not for the purpose of marketing Excluded Technology separately from Company products or services.

5.6 Works Made for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment with the Company and which are eligible for copyright protection are “works made for hire” as that term is defined in the United States Copyright Act (17 U.S.C., Section 101).

6. Restrictive Covenants. I agree to fully comply with the covenants set forth in this Section 6 (the “Restrictive Covenants”). I further acknowledge and agree that the Restrictive Covenants are reasonable and necessary to protect the Company’s legitimate business interests, including its Proprietary Information and goodwill.

6.1 Noncompetition. During the term of my employment by the Company, and for a period of one (1) year immediately following the termination of such employment for any reason (collectively, the “Restricted Period”), I will not, directly or indirectly, for my own benefit or for the benefit of any other individual or entity other than the Company, (a) operate, conduct, or engage in, or prepare to operate, conduct, or engage in any business that produces or sells aesthetic beauty equipment (the “ABE Business”); (b) own, finance, or invest in (except as the holder of not more than one percent (1%) of the outstanding stock of a publicly-held company) any ABE Business, or (c) participate in, render services to, or assist any person or entity in the ABE Business. Companies that operate an ABE Business include, but are not limited to:

- (a) [*****]
- (b) [*****]
- (c) [*****]
- (d) [*****]
- (e) [*****]
- (f) [*****]
- (g) [*****]
- (h) [*****]
- (i) [*****]

6.2 Non-Solicitation of Company Personnel. During the Restricted Period, I will not, directly or indirectly, for my own benefit or for the benefit of any other individual or entity (a) employ or hire any Company Personnel in any capacity (whether as an employee, contractor, consultant or otherwise); (b) solicit or attempt to solicit for employment or hire any Company Personnel in any capacity; (c) entice or induce any Company Personnel to leave his or her or their employment with the Company; or (d) otherwise negatively interfere with the Company's relationship with any Company Personnel. Notwithstanding the foregoing, a general solicitation or advertisement for job opportunities that I may publish without targeting any Company Personnel shall not be considered a violation of Section 6.2.

6.3 Additionally, for clarity, and notwithstanding anything to the contrary, it shall not be considered a violation of Section 6.1 for me, after the termination of my employment with the Company, to work in, consult for, provide services for, operate in, conduct any business in, engage in any business for (or prepare to operate in, conduct any business in, or engage in any business for), own, finance or invest in any entities in the beauty products industry whose primary business is to manufacture, market or sell beauty products, excluding aesthetic beauty equipment. Additionally, for clarity, and notwithstanding anything to the contrary, it shall not be considered a violation of Section 6.1 for me, after the termination of my employment with the Company, to work in, consult for, provide services for, operate in, conduct any business in, or engage in any business in, or prepare to operate in, conduct any business in, or engage in any business for, an entity that has an affiliate or division in the ABE Business, as long as such affiliate or division does not account for more than ten percent (10%) of that entity's total revenue and as long as I am not an employee, consultant, officer or director of such division or affiliate.

6.4 No Defamatory Communications. During the term of my employment with the Company and thereafter, I agree that I will not make any public or private statement which would reasonably be expected to defame or disparage the Company or any of its employees, officers, managers or directors. Notwithstanding the foregoing, this Section 6.4 shall not preclude me from making any statement to the extent required by law or legal process. The Company, in turn, agrees to instruct its officers and directors not to make any disparaging statements regarding me.

6.5 Tolling Period. Without limiting the Company's ability to seek other remedies available in law or equity, if I violate any of the provisions of Sections 6.1 or 6.2, the Restricted Period applicable thereto shall be extended by one day for each day that I am in violation of such provisions, up to a maximum extension equal to the length of such Restricted Period so as to give the Company the full benefit of the bargained-for length of forbearance.

6.6 Interpretation. If any restriction set forth in the Restrictive Covenants is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

6.7 Waiver. At any time, the Company may in its sole discretion elect to waive any or part of the Restrictive Covenants, provided any such waiver is expressly agreed to in writing by an executive officer of the Company, or, if I am an executive officer of the Company, by the Board of Directors of the Company.

6.8 Definitions.

- (a) "Company Personnel" means any individual or entity who is or was at any time during the six-month period prior to my solicitation or other activity prohibited by Section 6.2, employed or engaged (whether as an employee, consultant, independent contractor or in any other capacity) by the Company; provided, however, Company Personnel shall not include any consultant or contractor with whom I had a pre-existing relationship prior to my employment and whom I recruited, introduced to, or brought to the Company. For the avoidance of doubt, "Company Personnel" shall not include any customer, supplier or vendor (or prospective customer, supplier or vendor) of the Company.

7. Notification to Other Parties. In the event of termination of my employment with the Company, I hereby consent to notification by the Company to my new employer or other party for whom I work about my rights and obligations under this Agreement.

8. Employment at Will. I understand and agree that my employment with the Company is at will. Accordingly, my employment can be terminated for any lawful reason or for no reason, without cause or notice, at my option or the Company's option, subject to and except as otherwise expressly set forth in the Employment Agreement. The Restrictive Covenants will remain in effect for the periods specified in this Agreement, unless such Restrictive Covenants are modified by a further written agreement signed by both an authorized officer of the Company and me which expressly alters such Restrictive Covenants.

9. Miscellaneous.

- 9.1 The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors, and administrators and permitted assigns. I will not assign this Agreement or my obligations hereunder without the prior written consent of the Company, which consent may be withheld in the Company's sole discretion, and any such purported assignment without

consent shall be null and void from the beginning. I agree that the Company may freely assign this Agreement to any affiliate or successor in interest, including any person or entity that, whether by way of merger, sale, acquisition, corporate re-organization or otherwise, directly or indirectly acquires all or substantially all of the business or assets of the Company.

- 9.2 This Agreement, together with the Employment Agreement, constitutes the parties' final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings and agreements, whether oral or written, relating to its subject matter.
 - 9.3 Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement. This Agreement may not be waived, modified or amended unless mutually agreed upon in writing by both parties. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
 - 9.4 The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision(s) of this Agreement shall not impact the validity or enforceability of any other provision(s) of this Agreement, which shall remain in full force and effect.
 - 9.5 I acknowledge that the Company will suffer substantial damages not readily ascertainable or compensable in terms of money in the event of the breach of any of my obligations under this Agreement. I therefore agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company) to obtain an injunction from any court of competent jurisdiction prohibiting the continuance or recurrence of any breach of this Agreement. The non-prevailing party in any action or proceeding pursuant to this Agreement shall pay all of the prevailing parties reasonable and necessary expenses relating to any such action or proceeding including, without limitation, all reasonable attorney's fees, if so authorized by applicable state and/or federal law.
 - 9.6 The rights and obligations of the parties under this Agreement shall be governed in all respects by the laws of the State of Maryland exclusively, without reference to any conflict laws rule that would result in the application of the laws of any other jurisdiction. The Company and I agree that all disputes arising hereunder shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in Montgomery County, Maryland, and the Company and I hereby agree to consent to the personal jurisdiction of such courts. The Company and I each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.
-

- 9.7 Any notices required or permitted hereunder shall be given to the appropriate party at the address specified on the signature page to this Agreement or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery, or sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.
- 9.8 Except as otherwise provided herein, the provisions of this Agreement shall survive the termination of my employment with the Company for any reason.
- 9.9 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A facsimile, PDF (or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or any other type of copy of an executed version of this Agreement signed by a party is binding upon the signing party to the same extent as the original of the signed agreement.

I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT, AND THAT I HAVE EITHER CONSULTED WITH OR ON MY OWN VOLITION CHOSEN NOT TO CONSULT WITH SUCH COUNSEL. I FURTHER ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT THE COMPANY WILL RETAIN ONE COUNTERPART AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

(Signature Page Follows)

IN WITNESS WHEREOF, I have executed this document as of April 8, 2024.

Employee: _____

Address: _____

AGREED AND ACKNOWLEDGED:

THE BEAUTY HEALTH COMPANY

By: _____

Name: _____

Title: _____

Address: The Beauty Health Company
 2165 E Spring Street
 Long Beach, CA 90806

HYDRAFACIAL LLC

By: _____

Name: _____

Title: _____

Address: c/o The Beauty Health Company
 2165 E Spring Street
 Long Beach, CA 90806

Exhibit A

Termination Certificate

I, the undersigned, hereby certify that I do not have in my possession, nor have I failed to return, any documents or materials relating to the business of The Beauty Health Company and Hydrafacial LLC (together with their respective parents and subsidiaries and any of their respective successors or assigns, the "Company") or copies thereof, including, without limitation, any item of Proprietary Information listed in Section 4 of the Company's Employee Proprietary Information and Inventions Assignment Agreement (the "Agreement") to which I am a party, but not including copies of my own compensation and benefits records (in each case, to the extent expressly permitted by the Agreement).

I further certify that I have complied with all of the terms of the Agreement signed by me. I further agree that in compliance with the Agreement, I will preserve as confidential any information relating to the Company or any of its business partners, clients, consultants or licensees which has been disclosed to me in confidence during the course of my employment by the Company unless authorized in writing to disclose such information (i) by an executive officer of the Company, in the event that I am not an executive officer of the Company, or (ii) by the Board of Directors of the Company, in the event that I am an executive officer of the Company. I understand that nothing herein is intended to or shall prevent me from communicating directly with, cooperating with, or providing information to, any federal, state or local government regulator, including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, or the U.S. Department of Justice.

Date: _____

(Employee's Signature)

Exhibit B

Background Technology

List here prior contracts to assign Inventions that are now in existence between any other person or entity and you.

List here previous Inventions which you desire to have specifically excluded from the operation of this Agreement. Continue on reverse side if necessary.

GENERAL RELEASE OF ALL CLAIMS

This General Release of all Claims (this "Release") is entered into on _____, 20__ by and among The Beauty Health Company ("Parent"), Hydrafacial LLC (the "Company"), and Marla Beck ("Executive"). In consideration of the payments and benefits set forth in the Employment Agreement (the "*Employment Agreement*") by and among Executive, Parent and the Company, effective April 8, 2024 (the "Effective Date"), to which Executive first became legally entitled following the Effective Date, Executive agrees as follows:

1. General Release and Waiver of Claims.

- (a) For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Executive and each of Executive's respective heirs, executors, administrators, representatives, agents, successors, assigns and representatives (the "Releasor") hereby irrevocably and unconditionally releases and forever discharges each of Parent, the Company, and their respective partners, subsidiaries, associates, affiliates, successors, heirs, assigns, agents, directors, officers, employees, representatives, lawyers, insurers, and all persons acting by, through, under or in concert with them (collectively, the "Releasees"), of and from any and all manner of action or actions, cause or causes of action, judgments, obligations, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, attorneys' fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent, which Releasor now has, ever had or may hereafter have against any Releasee, by reason of any act, omission, practice, conduct, event, cause, or other matter whatsoever from the beginning of time up to and including the date that Executive executes this Release, to the fullest extent permitted by law.
 - (b) Without limiting the generality of the foregoing, Releasor releases and discharges Releasees from any and all claims in any way arising out of, based upon, or related to Executive's employment with Parent and/or the Company, the termination of employment of Executive by Parent and/or the Company and/or the events surrounding the circumstances relating to that termination, including, but not limited to: (i) any and all claims arising under tort, contract and quasi-contract law, including, but not limited to, claims of breach of contract (express or implied), tortious interference with contract or prospective business advantage, breach of the covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, wrongful or retaliatory discharge, fraud, defamation, slander, libel, negligent or intentional infliction of emotional distress or compensatory or punitive damages; (ii) any and all claims for monetary or equitable relief, including, but not limited to, attorneys' fees, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs, and disbursements; and (iii) any claim under Title VII of the Civil Rights Act of 1964, the Age Discrimination In Employment Act ("ADEA"), the Americans With Disabilities Act, the Family and Medical Leave Act, the Equal Pay Act, the False Claims Act, the Employee Retirement Income Security Act, the Federal Worker Retraining and Notification Act, the Fair Labor Standards Act, the Civil Rights Act of 1991, Section 1981 of
-

U.S.C. Title 42, the Sarbanes-Oxley Act of 2002, the California Fair Employment and Housing Act, the California Unfair Competition Law, the California Equal Pay Law, the Moore-Brown-Roberti Family Rights Act of 1991, the California Labor Code, the California Worker Adjustment and Retraining Notification Act, California Wage and Hour laws, the California False Claims Act, the California Constitution and the California Corporate Criminal Liability Act, and any other federal, state or local law or ordinance prohibiting employment discrimination, harassment or retaliation. This Release does not release claims arising after the date Executive executes this Release, nor claims that cannot be released as a matter of law, including, but not limited to, Executive's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against Parent and/or the Company (with the understanding that any such filing or participation does not give Executive the right to recover any monetary damages against Parent and/or the Company; Executive's release of claims herein bars Executive from recovering such monetary relief from Parent and/or the Company before the EEOC, NLRB, or other administrative body). Notwithstanding the foregoing, this Release does not apply to (i) any lawsuit brought to challenge the validity of this Release under the ADEA, (i) payments or benefits under Articles II and IV of the Employment Agreement, which payments and benefits under Article IV (among other good and valuable consideration) are provided in exchange for this Release, (iii) any claims for indemnification arising under any applicable law or indemnification obligation of Parent and/or the Company, (iv) accrued or vested benefits under any applicable Parent and/or Company employee benefit plan (within the meaning of Section 3(3) of the Employment Retirement Income Security Act) and (v) any rights as a shareholder of the Parent or pursuant to any option, restricted stock unit or other equity compensation award agreement or plan.

- (c) Executive acknowledges that Executive has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Executive, being aware of, understanding and acknowledging the significance and consequence of specifically waiving California Civil Code Section 1542, hereby expressly waives and relinquishes all rights and benefits Executive may have thereunder, as well as any other applicable statutes or common law principles of similar effect, in order to effect a full and complete general release as described above. Thus, notwithstanding the provisions of California Civil Code Section 1542, and to implement a full and complete release, Executive expressly

acknowledges this Release is intended to include in its effect, without limitation, all claims she does not know or suspect to exist in his favor at the time of signing this Release, and that this Release contemplates the extinguishment of any such claims.

2. Consideration and Revocation Period. By signing this Release, Executive represents and warrants that:
 - (a) Under the Federal Age Discrimination in Employment Act of 1967, as amended, and the applicable rules and regulations promulgated thereunder, Parent and the Company advise Executive that she should consult with independent counsel before executing this Release; and Executive acknowledges that she has been so advised. Executive further acknowledges that she has had at least twenty-one (21) days to consider this Release before signing it and Executive further acknowledges that if she signs this Release prior to the expiration of the twenty-one (21) day period, Executive waives the remainder of that period.
 - (b) Executive acknowledges that she has carefully read this Release in its entirety; that she has had an adequate opportunity to consider it; that she understands all its terms; and that she knowingly and voluntarily assents to all the terms and conditions contained herein, including, without limitation, the waiver and release contained herein.
 - (c) Executive further acknowledges that she has seven (7) calendar days following the date she signs this Release to revoke it and this Release shall not become effective until the eighth day following the date on which Executive signs this Release. Executive understands that if she wishes to revoke this Release, Executive must deliver written notice of revocation [(which may be by email)], stating Executive's intent to revoke this Release on or before 5:00 p.m. (PST) of the seventh (7th) day after the date on which Executive signs this Release to Hydrafacial LLC, 2165 East Spring Street, Long Beach, CA 90806, Attn: Legal Department. Executive acknowledges that if Executive revokes this Release, Executive will not receive any payments or benefits pursuant to Article IV of the Employment Agreement.
3. No Assignment. Executive represents and warrants that there has been no assignment or other transfer of any interest in any claim released hereunder which Executive may have against each Releasee and Executive agrees to indemnify and hold each Releasee harmless from any liability, claims, demands, damages, costs, expenses and attorneys' fees incurred by any Releasee as the result of any such assignment or transfer or any rights or claims under any such assignment or transfer. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by any Releasee against Executive under this indemnity

4. Proceedings. Executive agrees that if Executive hereafter commences any suit arising out of, based upon, or relating to any of the claims released hereunder or in any manner asserts against any Releasee any of the claims released hereunder, then Executive agrees to pay to such Releasee, in addition to any other damages caused to such Releasee thereby, all attorneys' fees incurred by such Releasee in defending or otherwise responding to said suit or claim. Notwithstanding the foregoing, the foregoing sentence shall not apply to the extent such attorneys' fees are attributable to Executive's good faith challenge to or a request for declaratory relief with respect to the validity of the waiver herein under the ADEA.
5. Nonadmission. Executive further understands and agrees that neither the payment of any sum of money nor the execution of this Release shall constitute or be construed as an admission of any liability whatsoever by any of the Releasees, all of whom have consistently taken the position that they have no liability whatsoever to Executive.
6. Confidential Information. Executive acknowledges and agrees that Executive is bound by that certain Confidentiality Agreement (as defined in the Employment Agreement). Executive hereby reaffirms the covenants, terms and conditions set forth in the Confidentiality Agreement, and acknowledges and agrees that the Confidentiality Agreement remains in full force and effect in accordance with its terms
7. Severability. In the event any provision or part of this Release is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Release, will be inoperative
8. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles thereof.

EXECUTIVE ACKNOWLEDGES THAT SHE HAS READ THIS RELEASE AGREEMENT AND THAT SHE FULLY KNOWS, UNDERSTANDS AND APPRECIATES ITS CONTENTS, AND THAT SHE HEREBY EXECUTES THE SAME AND MAKES THIS RELEASE AGREEMENT AND THE RELEASE AND AGREEMENTS PROVIDED FOR HEREIN VOLUNTARILY AND OF HER OWN FREEWILL.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this General Release of all
Claims this
____ day of _____ 20 ____.

Marla Beck

THE BEAUTY HEALTH COMPANY AMENDED AND RESTATED EXECUTIVE SEVERANCE PLAN

The Beauty Health Company (the “Company”), has adopted this The Beauty Health Company Amended and Restated Executive Severance Plan, including the attached Exhibits (the “Plan”), effective as of April 5, 2024 (the “Effective Date”), for the benefit of Participants (as defined below) on the terms and conditions hereinafter stated. The Plan, as set forth herein, is intended to provide severance protections to a select group of management or highly compensated employees (within the meaning of ERISA (as defined below)) in connection with qualifying terminations of employment. This Plan amends and restates in its entirety The Beauty Health Company Executive Severance Plan.

1. **Defined Terms.** Capitalized terms used but not otherwise defined herein shall have their respective meanings set forth below:

1.1 “Annual Bonus” means, with respect to any Participant, the annual cash performance bonus that would, absent the Participant’s termination, otherwise have been paid to the Participant with respect to the calendar year in which the Date of Termination occurs, based on the attainment of applicable performance goals for such year, as determined in accordance with the annual incentive plan set by the Company.

1.2 “Base Salary” means, with respect to any Participant, the Participant’s annual base salary rate in effect immediately prior to a Qualifying Termination.

1.3 “Board” means the Board of Directors of the Company.

1.4 “Cause” means, with respect to any Participant, the occurrence of any one or more of the following events:

(a) the Participant has engaged in an act of dishonesty, theft, embezzlement or fraud, a breach of confidentiality, an unauthorized disclosure or use of inside information, customer lists, trade secrets or other confidential information, or has breached a fiduciary duty, law, rule, regulation or policy or procedure of the Company (including but not limited to policies and procedures pertaining to harassment and discrimination);

(b) the Participant’s commission of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses), or any act by the Participant constituting a felony;

(c) the Participant’s gross or repeated neglect of, or repeated or willful failure to perform, his or her duties to the Company, or the Participant’s history of substandard performance, if such substandard performance is not cured to the satisfaction of the Board, the Chief Executive Officer of the Company (the “CEO”), and/or the Participant’s manager within ten (10) days following notice to the Participant;

(d) the Participant has breached any of the provisions of any employment, confidentiality, restrictive covenant or other agreement between the Participant and the Company or an affiliate thereof;

(e) actions by the Participant involving malfeasance or gross negligence in the performance of, the Participant's duties;

(f) the Participant's failure or refusal to perform the Participant's duties to the Company on an exclusive and full-time basis if such failure to perform the Participant's duties is not cured to the satisfaction of the Board, the CEO, and/or the Participant's manager (as applicable) within ten (10) days following notice to the Participant;

(g) the Participant's willful violation of any material rule, regulation, or policy of the Company or the Board (or such Participant's manager) applicable to similarly-situated employees of the Company generally, including, without limitation, rules, regulations, or policies addressing confidentiality, non-solicitation or non-competition, if such violation is not cured to the satisfaction of the Board, the CEO, and/or the Participant's manager (as applicable) within ten (10) days following notice to the Participant;

(h) the Participant's use of alcohol or illicit drugs in a manner that has or would reasonably be expected to have a detrimental effect on the Participant's performance, the Participant's duties to Company, or the reputation of the Company or its affiliates; or

(i) the Participant's performance of acts which are or could reasonably be expected to become materially detrimental to the image, reputation, finances or business of the Company or any of its affiliates, including but limited to the Participant's commission of unlawful harassment or discrimination.

For purposes of the foregoing definition of Cause, no act or failure to act by a Participant shall be deemed willful or intentional if performed in good faith and with the reasonable belief that the action or inaction was in the best interests of the Company and its affiliates.

1.5 "Change in Control" shall have the meaning set forth in the Company's 2021 Incentive Award Plan, as may be amended from time to time, or any successor equity incentive plan established by the Company.

1.6 "CIC Protection Period" means the period beginning on (and including) the date on which a Change in Control is consummated and ending on (and including) the twelve (12)-month anniversary thereof.

1.7 "CIC Termination" means a Qualifying Termination which occurs during the CIC Protection Period.

1.8 "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

1.9 "COBRA Period" means, with respect to any Participant, the number of months following the Participant's Date of Termination during which the Participant is entitled to COBRA Benefits, as determined in accordance with Exhibit A or Exhibit B, as applicable, attached hereto (based on the Participant's Severance Classification).

1.10 "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.

1.11 “Committee” means the Compensation Committee of the Board, or such other committee as may be appointed by the Board to administer the Plan.

1.12 “Date of Termination” means the effective date of the termination of the Participant’s employment.

1.13 “Employee” means an individual who is an employee (within the meaning of Code Section 3401(c)) of the Company or any of its subsidiaries.

1.14 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

1.15 “Good Reason” means, with respect to any Participant and without the Participant’s written consent, the occurrence of any one or more of the following events:

(a) a material reduction in the Participant’s Base Salary or Target Bonus except in connection with across-the-board salary reductions (and corresponding target bonus reductions) imposed on substantially all of the Company’s senior executives not to exceed, in the aggregate, ten percent (10%) during any twelve (12)-month period;

(b) the relocation of the Participant’s principal place of employment to a location that is greater than fifty (50) miles from the Participant’s principal place of employment as of the date on which he or she becomes a Participant in the Plan if that relocation increases the Participant’s commute by fifty (50) miles or more; or

(c) a material reduction in the Participant’s title, duties or responsibilities to the Company (other than during a period of physical or mental incapacity, and specifically not to include any change in Participant’s title, duties or responsibilities as a result of any Change in Control or any other transaction that does not qualify as a Change in Control).

Notwithstanding the foregoing, the Participant will not be deemed to have resigned for Good Reason unless (1) the Participant provides the Company with written notice setting forth in reasonable detail the facts and circumstances claimed by the Participant to constitute Good Reason within thirty (30) days after the date of the occurrence of any event that the Participant knows or reasonably should have known to constitute Good Reason, (2) the Company fails to cure such acts or omissions within thirty (30) days following its receipt of such notice, and (3) the effective date of the Participant’s termination for Good Reason occurs no later than sixty (60) days after the expiration of the Company’s cure period.

1.16 “Participant” means each Employee with a title of Senior Director or higher who is selected by the Administrator (or designee thereof in accordance with Section 3 hereof) to participate in the Plan and is provided with (and, if applicable, countersigns) a Participation Notice in accordance with Section 13.2 hereof, other than any Employee who, at the time of his or her termination of employment, is covered by an employment or other individual agreement with the Company or a subsidiary thereof that provides for cash severance or termination benefits. For the avoidance of doubt, retention bonus payments, change in control bonus payments and other similar payments shall not constitute “cash severance” for purposes of this definition.

1.17 “Prior-Year Bonus” means, with respect to any Participant, the Participant’s earned but unpaid annual cash performance bonus, if any, for the Company’s fiscal year ending immediately prior to the fiscal year in which the Date of Termination occurs. For clarity, if the Date of Termination occurs on or after the date on which the Company pays annual cash performance bonuses for the Company’s fiscal year ending immediately prior to the fiscal year in which the Date of Termination occurs, then there shall be no Prior-Year Bonus.

1.18 “Pro-Rata Target Bonus” means, with respect to any Participant, a pro-rated portion of the Participant’s Target Bonus amount for the year in which the Date of Termination occurs, determined by multiplying the Participant’s Target Bonus for the calendar year in which the Date of Termination occurs by a fraction, the numerator of which equals the number of days during which the Participant was employed by the Company or its subsidiaries during the calendar year in which the Date of Termination occurs and the denominator of which equals 365 or 366 (as applicable).

1.19 “Pro-Rata Annual Bonus” means, with respect to any Participant, a pro-rated portion of the Participant’s Annual Bonus for the year in which the Date of Termination occurs, determined by multiplying the Participant’s Annual Bonus for the calendar year in which the Date of Termination occurs by a fraction, the numerator of which equals the number of days during which the Participant was employed by the Company or its subsidiaries during the calendar year in which the Date of Termination occurs and the denominator of which equals 365 or 366 (as applicable).

1.20 “Qualifying Termination” means a termination of the Participant’s employment with the Company or a subsidiary thereof, as applicable, (a) by the Company or such subsidiary, as applicable, without Cause or (b) by the Participant for Good Reason. Notwithstanding anything contained herein, in no event shall a Participant be deemed to have experienced a Qualifying Termination if, (a) if such Participant is offered and/or accepts a comparable employment position with the Company or any subsidiary, or (b) if in connection with a Change in Control or any other corporate transaction or sale of assets involving the Company or any subsidiary, such Participant is offered and accepts a comparable employment position with the successor or purchaser entity (or an affiliate thereof), as applicable. A Qualifying Termination shall not include a termination due to the Participant’s death or disability.

1.21 “Severance Benefits” means, collectively, the Prior-Year Bonus, the Cash Salary Severance, the Pro-Rata Target Bonus, the Pro-Rata Annual Bonus, and the COBRA Benefits to which a Participant may become entitled pursuant to the Plan.

1.22 “Severance Classification” means, with respect to any Participant, his or her designation as a “Tier 1,” “Tier 2” or “Tier 3” Participant in the Plan.

1.23 “Severance Period” means, with respect to any Participant, in the event of a Qualifying Termination (other than a CIC Termination), the number of months following the Participant’s Date of Termination during which the Participant is entitled to the Cash Salary Severance, as determined in accordance with Exhibit A attached hereto (based on the Participant’s Severance Classification).

1.24 “Target Bonus” means, with respect to any Participant, the Participant’s target annual cash performance bonus, if any, for the year in which the Date of Termination occurs. For the avoidance of doubt, with respect to any Participant who is not eligible to receive an annual cash performance bonus as part of his or her annual compensation, such Participant’s Target Bonus shall be equal to zero.

2. Effectiveness of the Plan; Notification. The Plan shall become effective on the date on which it is adopted by the Board. The Administrator shall, pursuant to a Participation Notice, notify each Participant that such Participant has been selected to participate in the Plan and of such Participant’s Severance Classification.

3. Administration. Subject to Section 13.4 hereof, the Plan shall be interpreted, administered and operated by the Committee (the “Administrator”), which shall have complete authority, subject to the express provisions of the Plan, to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan, and to make all other determinations necessary or advisable for the administration of the Plan. The Administrator may delegate any of its duties hereunder to a subcommittee, or to such person or persons from time to time as it may designate (other than to any Participant in the Plan). All decisions, interpretations and other actions of the Administrator (including with respect to whether a Qualifying Termination has occurred) shall be final, conclusive and binding on all parties who have an interest in the Plan.

4. Severance Benefits.

4.1 Eligibility. Each Employee who qualifies as a Participant and who experiences a Qualifying Termination is eligible to receive Severance Benefits under the Plan.

4.2 Qualifying Termination Payment. In the event that a Participant experiences a Qualifying Termination (other than a CIC Termination), then, subject to Section 4.6 hereof and further subject to the Participant’s execution of a Release that becomes effective and irrevocable in accordance with Section 4.4 hereof, and subject to any additional requirements specified in the Plan, the Company shall pay or provide to the Participant the following Severance Benefits:

(a) Prior-Year Bonus. The Company shall pay to the Participant an amount equal to the Participant’s Prior-Year Bonus, payable within seventy (70) days following the Date of Termination; provided, that if the aggregate period during which the Participant is entitled to consider and/or revoke the Release spans two calendar years, the Prior-Year Bonus shall be paid in the second (2nd) such calendar year.

(b) Cash Salary Severance.

(i) Subject to Section 4.2(b)(ii), the Company shall pay to the Participant an amount equal to the amount determined in accordance with Exhibit A attached hereto (based on the Participant’s Severance Classification) (the “Cash Salary Severance”). Subject to Section 6.2 hereof, the Cash Salary Severance (as set forth on Exhibit A) shall be paid to the Participant in accordance with the Company’s usual payroll periods during the Severance Period (as set forth on Exhibit A and based on the Participant’s Severance Classification) commencing on the Date of Termination; provided, that no such payments shall be made prior to the date on which the Release becomes

effective and irrevocable and, if the aggregate period during which the Participant is entitled to consider and/or revoke the Release spans two calendar years, no payments under this Section 4.2(b) shall be made prior to the beginning of the second (2nd) such calendar year (and any such payments otherwise payable prior thereto (if any) shall instead be paid on the first (1st) regularly scheduled Company payroll date in the second (2nd) such calendar year).

(ii) Notwithstanding anything in Section 4.2(b)(i) to the contrary, in the event that, as of the Participant's Date of Termination, the Participant had been in continuous employment with the Company and its subsidiaries for less than one year, then (x) the Cash Salary Severance payable to the Participant pursuant to Section 4.2(b)(i) shall equal (x) the Cash Salary Severance that would otherwise be payable to the Participant pursuant to Section 4.2(b)(i) above (had the Participant been employed by the Company and its subsidiaries for at least one year) multiplied by (y) the greater of (a) one-half (1/2), and (b) a fraction, the numerator of which equals the number of days during which the Participant was employed by the Company or its subsidiaries during the calendar year in which the Date of Termination occurs and the denominator of which equals 365 or 366 (as applicable); and (y) the Severance Period used for purposes of determining when the Cash Salary Severance (as reduced pursuant to the foregoing clause (x)) is paid to the Participant in accordance with Section 4.2(b)(i) shall be a number of weeks following the Date of Termination equal to the number of weeks of Base Salary that the Participant receives as such reduced Cash Salary Severance (rounded up to the nearest whole week).

(c) Pro-Rata Bonus.

(i) In the event the Participant's Date of Termination occurs on or prior to March 31st of the calendar year in which the Date of Termination occurs, the Company shall pay to the Participant an amount equal to his or her Pro-Rata Target Bonus, payable within seventy (70) days following the Date of Termination; provided, that if the aggregate period during which the Participant is entitled to consider and/or revoke the Release spans two calendar years, the Pro-Rata Target Bonus will be paid in the second (2nd) such calendar year.

(ii) In the event the Participant's Date of Termination occurs after March 31st of the calendar year in which the Date of Termination occurs, the Company shall pay to the Participant an amount equal to his or her Pro-Rata Annual Bonus, payable at such time as annual bonuses are paid generally to the Company's similarly-situated employees for the applicable calendar year, but in no event later than March 15th of the calendar year following the calendar year in which the Date of Termination occurs.

(d) COBRA. Subject to the Participant's valid election to continue health care coverage under Section 4980B of the Code, to the extent that the Participant is eligible to do so, then the Company shall reimburse the Participant for the Participant and the Participant's eligible dependents with coverage under its group health plans at the same levels and at the same cost to Participant as would have applied if the Participant's employment had not been terminated based on Participant's elections in effect on the Date of Termination until the earlier of the end of the month during which the Participant's COBRA Period (as determined in accordance with Exhibit A

attached hereto and based on the Participant's Severance Classification) ends or the date the Participant becomes covered by a group health insurance program provided by a subsequent employer (the "COBRA Benefits"). Notwithstanding the foregoing, (i) if any plan pursuant to which the COBRA Benefits are provided is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Code Section 409A under Treasury Regulation Section 1.409A-1(a)(5), or (ii) the Company is otherwise unable to continue to cover the Participant under its group health plans without incurring penalties (including without limitation, pursuant to Section 2716 of the Public Health Service Act or the Patient Protection and Affordable Care Act), then, in either case, an amount equal to each remaining Company reimbursement shall thereafter be paid to the Participant in substantially equal monthly installments over the COBRA Period (or the remaining portion thereof).

4.3 CIC Termination Payment. In the event that a Participant experiences a CIC Termination, then, subject to Section 4.6 hereof and further subject to the Participant's execution of a Release that becomes effective and irrevocable in accordance with Section 4.4 hereof, and subject to any additional requirements specified in the Plan, then the Company shall pay or provide to the Participant, as applicable, the Severance Benefits set forth in Sections 4.2(a)-(d) hereof; provided, however, that the amount of the Cash Salary Severance (which, for clarity, shall remain subject to reduction (if any) as set forth in Section 4.2(b)(ii) above) and the COBRA Period shall be determined in accordance with Exhibit B attached hereto (instead of in accordance with Exhibit A) based on the Participant's Severance Classification; provided further, that the Cash Salary Severance shall be paid in a single cash lump sum amount within seventy (70) days following the Date of Termination (and if the aggregate period during which the Participant is entitled to consider and/or revoke the Release spans two calendar years, the Cash Salary Severance shall be paid in the second (2nd) such calendar year).

4.4 Release. Notwithstanding anything herein to the contrary, no Participant shall be eligible or entitled to receive or retain any Severance Benefits under the Plan unless he or she executes a general release of claims in a form prescribed by the Company (the "Release") that becomes effective and irrevocable no more than sixty (60) days after the Date of Termination.

4.5 Reserved.

4.6 Non-U.S. Employees. Notwithstanding anything in the Plan to the contrary, any Participant that resides outside of the United States (each, a "Non-U.S. Participant") and is entitled to receive severance, notice or similar termination payments and/or benefits under the laws of his or her country of residence upon his or her termination of employment with the Company and its subsidiaries (collectively, "Statutory Severance") and that becomes eligible to receive Severance Benefits under the Plan shall be entitled to receive either (i) the payments and benefits described in Section 4.2 or 4.3 above, as applicable, or (ii) such Non-US Participant's Statutory Severance, whichever is greater.

5. Limitations. Notwithstanding any provision of the Plan to the contrary, if a Participant's status as an Employee is terminated for any reason other than due to a Qualifying

Termination, the Participant shall not be entitled to receive any Severance Benefits under the Plan, and the Company shall not have any obligation to such Participant under the Plan.

6. Section 409A.

6.1 General. To the extent applicable, the Plan shall be interpreted and applied consistent and in accordance with Code Section 409A and Department of Treasury regulations and other interpretive guidance issued thereunder. Notwithstanding any provision of the Plan to the contrary, to the extent that the Administrator determines that any payments or benefits under the Plan may not be either compliant with or exempt from Code Section 409A and related Department of Treasury guidance, the Administrator may in its sole discretion adopt such amendments to the Plan or take such other actions that the Administrator determines are necessary or appropriate to (a) exempt the compensation and benefits payable under the Plan from Code Section 409A and/or preserve the intended tax treatment of such compensation and benefits, or (b) comply with the requirements of Code Section 409A and related Department of Treasury guidance; provided, however, that this Section 6.1 shall not create any obligation on the part of the Administrator to adopt any such amendment or take any other action, nor shall the Company have any liability for failing to do so.

6.2 Potential Six-Month Delay. Notwithstanding anything to the contrary in the Plan, no amounts shall be paid to any Participant under the Plan during the six (6)-month period following such Participant's "separation from service" (within the meaning of Code Section 409A(a)(2)(A)(i) and Treasury Regulation Section 1.409A-1(h)) to the extent that the Administrator determines that paying such amounts at the time or times indicated in the Plan would result in a prohibited distribution under Code Section 409A(a)(2)(B)(i). If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6)-month period (or such earlier date upon which such amount can be paid under Code Section 409A without resulting in a prohibited distribution, including as a result of the Participant's death), the Participant shall receive payment of a lump-sum amount equal to the cumulative amount that would have otherwise been payable to the Participant during such six (6)-month period without interest thereon.

6.3 Separation from Service. A termination of employment shall not be deemed to have occurred for purposes of any provision of the Plan providing for the payment of any amounts or benefits that constitute "nonqualified deferred compensation" under Code Section 409A upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of the Plan, references to a "termination," "termination of employment" or like terms shall mean "separation from service".

6.4 Reimbursements. To the extent that any payments or reimbursements provided to a Participant under the Plan are deemed to constitute compensation to the Participant to which Treasury Regulation Section 1.409A-3(i)(1)(iv) would apply, such amounts shall be paid or reimbursed reasonably promptly, but not later than December 31st of the year following the year in which the expense was incurred. The amount of any such payments eligible for reimbursement in one (1) year shall not affect the payments or expenses that are eligible for payment or reimbursement in any other taxable year, and the Participant's right to such payments or

reimbursement of any such expenses shall not be subject to liquidation or exchange for any other benefit.

6.5 Installments. For purposes of applying the provisions of Code Section 409A to the Plan, each separately identified amount to which a Participant is entitled under the Plan shall be treated as a separate payment. In addition, to the extent permissible under Code Section 409A, the right to receive any installment payments under the Plan shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Treasury Regulation Section 1.409A-2(b)(2)(iii). Whenever a payment under the Plan specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

7. Limitation on Payments.

7.1 Best Pay Cap. Notwithstanding any other provision of the Plan, in the event that any payment or benefit received or to be received by a Participant (whether pursuant to the terms of the Plan or any other plan, arrangement or agreement) (all such payments and benefits, including the Severance Benefits, being hereinafter referred to as the “Total Payments”) would be subject (in whole or part), to the excise tax imposed under Code Section 4999 (the “Excise Tax”), then, after taking into account any reduction in the Total Payments provided by reason of Code Section 280G in any other plan, arrangement or agreement, the cash Severance Benefits under the Plan shall first be reduced, and any non-cash Severance Benefits hereunder shall thereafter be reduced, to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax but only if (a) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (b) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which the Participant would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

7.2 Certain Exclusions. For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (a) no portion of the Total Payments, the receipt or retention of which the Participant has waived at such time and in such manner so as not to constitute a “payment” within the meaning of Code Section 280G(b), will be taken into account; (b) no portion of the Total Payments will be taken into account which, in the written opinion of an independent, nationally recognized accounting firm (the “Independent Advisors”) selected by the Company, does not constitute a “parachute payment” within the meaning of Code Section 280G(b)(2) (including by reason of Code Section 280G(b)(4)(A)) and, in calculating the Excise Tax, no portion of such Total Payments will be taken into account which, in the opinion of Independent Advisors, constitutes reasonable compensation for services actually rendered, within the meaning of Code Section 280G(b)(4)(B), in excess of the “base amount” (as defined in Code Section 280G(b)(3)) allocable to such reasonable compensation; and (c) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Independent Advisors in accordance with the principles of Code Sections 280G(d)(3) and (4).

8. **No Mitigation.** No Participant shall be required to seek other employment or attempt in any way to reduce or mitigate any Severance Benefits payable under the Plan and the amount of any such Severance Benefits shall not be reduced by any other compensation paid or provided to any Participant following such Participant's termination of service.

9. **Successors.**

9.1 **Company Successors.** The Plan shall inure to the benefit of and shall be binding upon the Company and its successors and assigns. Any successor (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume and agree to perform the obligations of the Company under the Plan.

9.2 **Participant Successors.** The Plan shall inure to the benefit of and be enforceable by each Participant's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees or other beneficiaries. If a Participant dies while any amount remains payable to such Participant hereunder, all such amounts shall be paid in accordance with the terms of the Plan to the executors, personal representatives or administrators of such Participant's estate.

10. **Notices.** All communications relating to matters arising under the Plan shall be in writing and shall be deemed to have been duly given when hand delivered, faxed, emailed or mailed by reputable overnight carrier or United States certified mail, return receipt requested, addressed, if to a Participant, to the address on file with the Company or to such other address as the Participant may have furnished to the other in writing in accordance herewith and, if to the Company, to such address as may be specified from time to time by the Administrator, except that notice of change of address shall be effective only upon actual receipt.

11. **Claims Procedure; Arbitration.**

11.1 **Claims.** Generally, Participants are not required to present a formal claim in order to receive benefits under the Plan. If, however, any person (the "Claimant") believes that benefits are being denied improperly, that the Plan is not being operated properly, that fiduciaries of the Plan have breached their duties, or that the Claimant's legal rights are being violated with respect to the Plan, the Claimant must file a formal claim, in writing, with the Administrator. This requirement applies to all claims that any Claimant has with respect to the Plan, including claims against fiduciaries and former fiduciaries, except to the extent the Administrator determines, in its sole discretion that it does not have the power to grant all relief reasonably being sought by the Claimant. A formal claim must be filed within ninety (90) days after the date the Claimant first knew or should have known of the facts on which the claim is based, unless the Administrator consents otherwise in writing. The Administrator shall provide a Claimant, on request, with a copy of the claims procedures established under Section 11.2 hereof.

11.2 **Claims Procedure.** The Administrator has adopted procedures for considering claims (which are set forth in Exhibit C attached hereto), which it may amend or modify from time to time, as it sees fit. These procedures shall comply with all applicable legal requirements. These procedures may provide that final and binding arbitration shall be the ultimate means of contesting

a denied claim (even if the Administrator or its delegates have failed to follow the prescribed procedures with respect to the claim). The right to receive benefits under the Plan is contingent on a Claimant using the prescribed claims and arbitration procedures to resolve any claim.

12. Covenants.

12.1 Restrictive Covenants. A Participant's right to receive and/or retain the Severance Benefits payable under this Plan is conditioned upon and subject to the Participant's continued compliance with any restrictive covenants (e.g., confidentiality, non-solicitation, non-competition, non-disparagement) contained in any other written agreement between the Participant and the Company, as in effect on the date of the Participant's Qualifying Termination.

12.2 Return of Property. A Participant's right to receive and/or retain the Severance Benefits payable under the Plan is conditioned upon the Participant's return to the Company of all Company documents (and all copies thereof) and other Company property (in each case, whether physical, electronic or otherwise) in the Participant's possession or control.

13. Miscellaneous.

13.1 Entire Plan; Relation to Other Agreements. The Plan, together with any Participation Notice issued in connection with the Plan, contains the entire understanding of the parties relating to the subject matter hereof and supersedes any prior agreement, arrangement and understanding between any Participant, on the one hand, and the Company and/or any subsidiary, on the other hand, with respect to the subject matter hereof. Severance Benefits payable under the Plan are not intended to duplicate any other severance benefits payable to a Participant by the Company. By participating in the Plan and accepting the Severance Benefits hereunder, the Participant acknowledges and agrees that any prior agreement, arrangement and understanding between any Participant, on the one hand, and the Company and/or any subsidiary, on the other hand, with respect to the subject matter hereof is hereby revoked and ineffective with respect to the Participant.

13.2 Participation Notices. The Administrator shall have the authority, in its sole discretion, to select Employees to participate in the Plan, designate any such Employee's Severance Classification, and to provide written notice to any such Employee that he or she is a Participant in, and eligible to receive Severance Benefits under, the Plan (a "Participation Notice") at or any time prior to his or her termination of employment. Notwithstanding the foregoing or anything to the contrary in the Plan, no Employee may be designated as a "Tier 2" or "Tier 3" Participant in the Plan on or after March 1, 2024, all Employees designated as Participants in the Plan shall be "Tier 1" Participants. For clarity, the preceding sentence shall not affect the Severance Classification of Participants who were designated as "Tier 2" or "Tier 3" Participants prior to March 1, 2024.

13.3 No Right to Continued Service. Nothing contained in the Plan shall (a) confer upon any Participant any right to continue as an employee of the Company or any subsidiary, (b) constitute any contract of employment or agreement to continue employment for any particular period, or (c) interfere in any way with the right of the Company to terminate a service relationship with any Participant, with or without Cause.

13.4 Termination and Amendment of Plan. Prior to the consummation of a Change in Control, the Plan may be amended or terminated by the Administrator at any time and from time to time, in its sole discretion. For a period of twelve (12) months from and after the consummation of a Change in Control, the Plan may not be amended, modified, suspended or terminated except with the express written consent of each Participant who would be adversely affected by any such amendment, modification, suspension or termination. After the expiration of such -twelve (12) month period, and subject to Section 2 hereof, the Plan may again be amended or terminated by the Administrator at any time and from time to time, in its sole discretion (provided, that no such amendment or termination shall adversely affect the rights of any Participant who has experienced a Qualifying Termination on or prior to such amendment or termination).

13.5 Survival. Section 7 (Limitation on Payments), Section 11 (Claims Procedure; Arbitration) and Section 12 (Covenants) hereof shall survive the termination or expiration of the Plan and shall continue in effect.

13.6 Severance Benefit Obligations. Notwithstanding anything contained herein, Severance Benefits paid or provided under the Plan may be paid or provided by the Company or any subsidiary employer, as applicable.

13.7 Withholding. The Company shall have the authority and the right to deduct and withhold an amount sufficient to satisfy federal, state, local and foreign taxes required by law to be withheld with respect to any Severance Benefits payable under the Plan.

13.8 Benefits Not Assignable. Except as otherwise provided herein or by law, no right or interest of any Participant under the Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under the Plan shall be liable for, or subject to, any obligation or liability of such Participant. When a payment is due under the Plan to a Participant who is unable to care for his or her affairs, payment may be made directly to his or her legal guardian or personal representative.

13.9 Applicable Law. The Plan is intended to be an unfunded “top hat” pension plan within the meaning of U.S. Department of Labor Regulation Section 2520.104-23 and shall be interpreted, administered, and enforced as such in accordance with ERISA. To the extent that state law is applicable, the statutes and common law of the State of Delaware, excluding any that mandate the use of another jurisdiction’s laws, will apply.

13.10 Validity. The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision of the Plan, which shall remain in full force and effect.

13.11 Captions. The captions contained in the Plan are for convenience only and shall have no bearing on the meaning, construction or interpretation of the Plan’s provisions.

13.12 Expenses. The expenses of administering the Plan shall be borne by the Company or its successor, as applicable.

13.13 Unfunded Plan. The Plan shall be maintained in a manner to be considered “unfunded” for purposes of ERISA. The Company shall be required to make payments only as benefits become due and payable. No person shall have any right, other than the right of an unsecured general creditor against the Company, with respect to the benefits payable hereunder, or which may be payable hereunder, to any Participant, surviving spouse or beneficiary hereunder. If the Company, acting in its sole discretion, establishes a reserve or other fund associated with the Plan, no person shall have any right to or interest in any specific amount or asset of such reserve or fund by reason of amounts which may be payable to such person under the Plan, nor shall such person have any right to receive any payment under the Plan except as and to the extent expressly provided in the Plan. The assets in any such reserve or fund shall be part of the general assets of the Company, subject to the control of the Company.

* * * * *

EXHIBIT A

CALCULATION OF NON-CHANGE IN CONTROL SEVERANCE AMOUNTS

Severance Classification	Cash Salary Severance	COBRA Period	Severance Period
Tier 1	12 months of Base Salary	12 months	12 months
Tier 2	9 months of Base Salary	9 months	9 months
Tier 3	3 months of Base Salary	3 months	3 months

EXHIBIT B

CALCULATION OF CHANGE IN CONTROL SEVERANCE AMOUNTS

Severance Classification	Cash Salary Severance	COBRA Period
Tier 1	1. 12 months of Base Salary 2. 100% Target Bonus	12 months
Tier 2	1. 9 months of BaseSalary 2. 100% Target Bonus	9 months
Tier 3	1. 3 months of BaseSalary 2. 25% Target Bonus	3 months

