HYDRAFACIAL®
A BEAUTYHEALTH COMPANY

Governing Playbook

hydrafacial™
BEAUTYHEALTH

As Hydrafacial, a BeautyHealth Company, doing the right thing each and every day for the benefit of our employees, customers, and partners, and the communities we serve is critical to our ongoing success.

Each day we are challenged to be fair and consistent, to comply with the laws that govern our activities, and to notify others when something needs to be corrected. Our Governing Playbook provides you with guidance in making the right choices when called upon to do so. Please become familiar with our Playbook, we know there is a lot in there, but it will be helpful. As you review these materials, please keep in mind that it is not simply the letter of the Playbook, but the spirit that we all must embrace.

If you are faced with a situation where you think our Company values or compliance with the law may be in question, you should bring this to the attention of your immediate manager or supervisor, your Human Resource Partner, Corporate Counsel, or, if you prefer, you may anonymously report your concern through the AwareLine at 877-900-1442 or https://www.whistleblowerservices.com/hydrafacial.

As Won Team, we will maintain our values and ensure the success of The BeautyHealth Company.

Thank you

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THE BEAUTYHEALTH COMPANY

CODE OF BUSINESS CONDUCT & ETHICS

(Adopted on May 4, 2021; Effective as of May 4, 2021)

A. Purpose and Scope

The Board of Directors (the "Board") of The Beauty Health Company (collectively with its direct and indirect subsidiaries, the "Company", "we", "our" or "us") adopted this Code of Business Conduct and Ethics (this "Code") to aid our directors, officers and employees ("Covered Persons") in making ethical and legal decisions when conducting the Company's business and performing their day-to-day duties. This Code summarizes the ethical standards and key policies that guide the business conduct of all our directors, officers and employees.

We expect Covered Persons to act lawfully, honestly, ethically and in the best interest of the Company. The purpose of this Code is to deter wrongdoing and to promote:

i. honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
ii. full, fair, accurate, timely and understandable disclosure in reports and documents that the Company files with, or submits to, the Securities and Exchange Commission (the "SEC") and in other public communications made by the Company;
iii. compliance with applicable governmental laws, rules and regulations;
iv. the prompt internal reporting of violations of the Code to an appropriate person or persons identified in the Code; and
v. accountability for adherence to the Code.

We expect all Covered Persons to exercise good judgment to uphold these standards in their day-to-day activities and to comply with all applicable policies and procedures.

Covered Persons must read, understand and abide by the policies set forth in this Code. We encourage Covered Persons to refer to this Code frequently to ensure that they are acting within both the letter and the spirit of this Code. If you have questions or concerns about

this Code, we encourage you to speak with your supervisor (if applicable) or with the General Counsel. The Code should also be provided to and followed by the agents and representatives, including consultants, of the Company and each of its direct and indirect subsidiaries.

The Code does not cover every issue that may arise, but it provides general guidelines forexercising good judgment. Covered Persons should refer to the Company's other policies and procedures for implementing the general principles set forth below. Any questions about this Codeor the appropriate course of conduct in a particular situation should be directed to the General Counsel or Human Resources department, as appropriate. Any violations of laws, rules, regulations or this Code should be reported immediately. The Company will not allow retaliation against an employee or director for such a report made in good faith. Covered Persons who violatethis Code will be subject to disciplinary action.

The Board, in conjunction with the Audit Committee (the "Audit Committee"), is responsible for administering the Code. The Board has delegated day-to-day responsibility for administering and interpreting this Code to our General Counsel. Our General Counsel reports directly to our Chief Executive Officer with respect to these matters and also will make periodic reports to the Audit Committee regarding the implementation and effectiveness of this Code as well as the Company's policies and procedures put in place to ensure compliance with this Code.

Each Covered Person must sign the acknowledgement form at the end of this Code and return the form to the Company's Human Resources Department indicating that he or she has received, read, understood and agreed to comply with the Code. The signed acknowledgment formwill be placed in the individual's personnel file.

B. Honest and Ethical Conduct

Covered Persons must act with the highest standards of honesty and ethical conduct. We consider honest conduct to be conduct that is free from fraud or deception and is characterized by integrity. We consider ethical conduct to be conduct conforming to accepted professionalstandards of conduct, especially with respect to the handling of actual or apparent conflicts of interests.

We understand that this Code will not contain the answer to every situation you may encounter or every concern you may have about conducting the Company's business ethically andlegally; however, a good rule to follow is to consider whether you would feel comfortable if yourpotential actions or dealings were made public – if the answer is no, you should reconsider following through on them. You should consult with your supervisor or the General Counsel if you have any questions.

C. Compliance with Laws, Rules and Regulations

Covered Persons must comply with all laws, rules and regulations applicable to the Company and its business in the cities, states and countries in which the Company operates, as well as applicable Company policies and procedures. Each Covered Person must acquire appropriate knowledge of the legal requirements relating to his or her duties sufficient to enable him or her to recognize potential problems and to know when to seek advice from the Company's Legal Department. Violations of laws, rules and regulations may subject the violator to individual criminal or civil liability, as well as to discipline by the Company. Any questions as to the applicability of any law, rule or regulation should be directed to the Company's Legal Department.

D. Conflicts of Interest

We recognize and respect the right of Covered Persons to engage in outside activities that they may deem proper and desirable, provided that these activities do not impair or interfere with the performance of their duties to the Company or their ability to act in the Company's best interests. In most, if not all, cases this will mean that Covered Persons must avoid situations that present a potential or actual conflict between their personal interests and the Company's interests. A "conflict of interest" occurs when a Covered Person's personal interest interferes with the Company's interests in any way, including the appearance of interference. Conflicts of interest may arise in many situations. For example, conflicts of interest can arise when a director, officer or employee takes an action or has an outside interest, responsibility or obligation that may make it difficult for him or her to perform the responsibilities of his or her position with the Company objectively and/or effectively in the Company's best interests. Conflicts of interest may also occur when a director, officer or employee or his or her immediate family member receives some personal benefit (whether improper or not) as a result of the director's, officer's or employee's position with the Company. Each individual's situation is different and in evaluating his or her own situation, a director, officer or employee will have to consider many factors.

While it is not possible to describe every situation in which a conflict of interest may arise, Covered Persons must never use or attempt to use their position with the Company to obtain improper personal benefits. Conflicts of interest are prohibited. But the mere existence of a relationship with outside entities is not automatically prohibited. Nonetheless, conflicts of interest may not always be clear, so if a question arises, higher levels of management, the General Counsel or the Audit Committee should be consulted. Any Covered Person who becomes aware of a conflict or a potential conflict is required bring it to the attention of the appropriate persons within the Company according to the following procedures:

1. Employees other than directors and executive officers

If you are an employee who is not an executive officer of the Company, you are prohibited from entering into any transaction or relationship involving an actual or potential conflict of interest without approval or ratification by your manager, in consultation with the General Counsel. A supervisor may not authorize or approve conflict of interest matters or make determinations as to whether a problematic conflict of interest exists without first providing the General Counsel with a written description of the activity and seeking the General Counsel's written approval. If the supervisor is himself involved in the potential or actual conflict, the matter should instead be discussed directly with the General Counsel.

2. Directors and executive officers

If you are a member of the Board or are an executive officer, you are prohibited from entering into any transaction or relationship involving an actual or potential conflict of interest without prior authorization or approval or ratification by the Audit Committee.

Persons in this category who propose to enter into relationships or transactions that could give rise to an actual or potential conflict of interest are expected to promptly notify the Chairperson of the Board or the Chairperson of the Audit Committee (or, if such person is the Chairperson of the Board or the Audit Committee, another member of the Board or the Audit Committee, as applicable) and, if such person is a director, recuse him or herself from participation in any deliberations or decisions made by the Board or the Audit Committee relating to the matter giving rise to the actual or potential conflict.

E. Loans to Directors or Officers

It is our policy not to extend or maintain credit, to arrange for the extension of credit, or to renew an extension of credit, in the form of a personal loan to or for any director or officer of the Company. Any questions about whether a loan has been made to a director or officer in violation of this policy should be directed to the General Counsel.

F. Outside Directorships and Other Outside Activities

Although an employee's activities outside the Company are not necessarily a conflict of interest, a conflict could arise depending upon the Company's relationship with the other party with whom the employee is involved. Outside activities may also be a conflict of interest if they cause, or are perceived to cause, employees to choose between that interest and the interests of the Company.

Any outside business relationships require good faith and common sense. Officers (other than the Chief Executive Officer, Chief Financial Officer and Compliance Officer) and employees of the Company are prohibited from accepting simultaneous employment with or otherwise working for (outside their responsibilities as an officer or employee of the Company, as applicable) any person or entity with which the Company has a business relationship, without the prior written approval from the General Counsel (or, in the case of the Chief Executive Officer, Chief Financial Officer or General Counsel, prior written approval from the Board).

Officers and employees may not work in any capacity for a competitor of the Company.

Before serving on the board of directors of any for-profit entity, Officers (other than the Chief Executive Officer, Chief Financial Officer and Compliance Officer) and employees of the Company must obtain prior written approval from the General Counsel (or, in the case of the Chief Executive Officer, Chief Financial Officer or General Counsel, prior written approval from the Audit Committee or the Board). Officers and employees may not serve as a director of a competitor of the Company. Officers and employees are encouraged to serve as a director, trustee or officer of non-profit organizations in their individual capacity and on their own time and do not need prior written approval unless the non-profit is a customer, supplier or competitor of the Company.

G. Corporate Opportunities

Covered Persons owe a duty to the Company to advance its legitimate business interests when the opportunity to do so arises. Covered Persons may not take the following actions, unless such actions are approved or ratified in accordance with the conflict of interest approval procedures described in Section D above:

- diverting to himself or herself or to others any opportunities that are discovered through the use of the Company's property or information, or as a result of his or her position with the Company, unless such opportunity has first been presented to, and rejected in writing by, the Compliance Officer of the Company;
- using the Company's property or information or his or her position for improper personal gain; or

- competing with the Company.

I. Protection and Proper Use of Company Assets

All Covered Persons should protect the Company's assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on the Company's profitability. All Company assets should be used only for legitimate business purposes. The obligation of employees to protect the Company's assets includes its proprietary information. Proprietary information includes intellectual property such as trade secrets, patents, trademarks and copyrights, as well as business, marketing and service plans, engineering and manufacturing ideas, designs, databases, records, salary information and any unpublished financial data and reports.

H. Disclosure; Accuracy of Records

The Company's periodic reports and other documents filed with the SEC, including all financial statements and other financial information, must comply with applicable federal securities laws and SEC rules.

Each Covered Person who contributes in any way to the preparation or verification of the Company's financial statements and other financial information must ensure that the Company's books, records and accounts are accurately maintained. Each Covered Person must cooperate fully with the Company's accounting and internal audit departments, as well as the Company's independent public accountants and counsel.

Each Covered Person who is involved in the Company's disclosure process must:

1. be familiar with and comply with the Company's disclosure controls and procedures and its internal control over financial reporting; and

2. take all necessary steps to ensure that all filings with the SEC and all other public communications about the financial and business condition of the Company provide full, fair, accurate, timely and understandable disclosure.

Covered Persons may not cause the Company to enter into a transaction with the intent to document or record it in a deceptive or unlawful manner. In addition, Covered Persons may not create any false or artificial documentation or book entry for any transaction entered into by the Company. Similarly, officers and employees who have responsibility for accounting and financial reporting matters have a responsibility to accurately record all funds, assets and transactions on the Company's books and records.

The Company complies with all laws and regulations regarding the preservation of records. Records should be retained or destroyed only in accordance with the Company's document retention policies, when adopted. Any questions about these policies should be directed to the General Counsel.

J. Confidentiality

In carrying out the Company's business, Covered Persons may learn confidential or proprietary information about the Company, its customers, distributors, suppliers or joint venture partners. Confidential or proprietary information includes all non-public information relating to the Company, or other companies, that would be harmful to the relevant company or useful or helpful to competitors if disclosed, including financial results or prospects, information provided by a third party, trade secrets, new product or marketing plans, research and development ideas, manufacturing processes, potential acquisitions or investments, or information of use to our competitors or harmful to us or our customers if disclosed.

Covered Persons must maintain the confidentiality of all information so entrusted to them, except when disclosure is authorized or legally mandated. Covered Persons must safeguard confidential information by keeping it secure, limiting access to those who have a need to know in order to do their job, and avoiding discussion of confidential information in public areas such as planes, elevators, and restaurants and on mobile phones. This prohibition includes, but is not limited to, inquiries made by the press, analysts, investors or others. Covered Persons also may not use such information for personal gain. These confidentiality obligations continue even after employment with the Company ends.

K. Communication of Code

All Covered Persons will be supplied with a copy of this Code upon the later of the adoption of this Code and beginning service at the Company. Updates of this Code will be provided from time to time. A copy of this Code is also available to all Covered Persons on the intranet or by requesting one from the human resources or legal department.

L. Reporting Violations

Actions prohibited by this Code involving directors or executive officers must be reported to the Audit Committee.

Actions prohibited by this Code involving anyone other than a director or executive officer must be reported to the reporting person's supervisor or the General Counsel.

After receiving a report of an alleged prohibited action, the Audit Committee, the General Counsel or the relevant supervisor must promptly take all appropriate actions necessary to investigate.

All directors, officers and employees are expected to cooperate in any internal investigation of misconduct.

M. Monitoring Compliance and Disciplinary Action

The Company's management, under the supervision of the Board or the Audit Committee, shall take reasonable steps from time to time to (i) monitor compliance with the Code, and (ii) when appropriate, impose and enforce appropriate preventative or disciplinary measures for violations of the Code.

Disciplinary measures for violations of the Code may include, but are not limited to, counseling, oral or written reprimands, warnings, probation or suspension with or without pay, reassignment, demotions, reductions in salary, re-assignment, termination of employment or service and restitution. Furthermore, violations of some provisions of this Code are illegal and may subject you to civil and criminal liability. In the event of criminal conduct or other serious violations of the law, the Company may also notify appropriate governmental authorities.

The Company's management will periodically report to the Board or the Audit Committee, as applicable, on these compliance efforts including, without limitation, periodic reporting of alleged violations of the Code and the actions taken with respect to any such violation.

N. Prohibition on Retaliation

We expressly forbid any retaliation against any Covered Persons who, acting in good faith on the basis of a reasonable belief, reports suspected acts of misconduct or other violations of this Code. Specifically, we will not discharge, demote, suspend, threaten, harass or in any other manner discriminate against, such Covered Persons in the terms and conditions of his or her employment or service to the Company. Any Covered Person involved in retaliation will be subject to serious disciplinary action by the Company. Furthermore, the Company could be subject to criminal or civil actions for acts of retaliation against employees who "blow the whistle" on U.S. federal securities law violations and other federal offenses (for more information see the Company's Whistleblower Policy).

M. Waivers and Amendments

No waiver of any provisions of the Code for the benefit of a director or an executive officer (which includes without limitation, for purposes of this Code, the Company's principal executive, financial and accounting officers) shall be effective unless (i) approved by the Board, and (ii) such waiver is promptly disclosed to the Company's stockholders in accordance with applicable U.S. securities laws and/or the rules and regulations of the exchange or system on which the Company's shares are traded or quoted, as the case may be.

Any waivers of the Code for other employees may be made by the General Counsel.

All amendments to the Code must be approved by the Board and promptly disclosed to the Company's stockholders if required in accordance with applicable U.S. securities laws and/or the rules and regulations of the exchange or system on which the Company's shares are traded or quoted, as the case may be.

N. Miscellaneous

Notwithstanding anything to the contrary set forth in this Code, this Code is subject to the exemptions set forth in Article IX of the Company's Second Amended and Restated Certificate of Incorporation.

O. No Rights Created

This Code is a statement of certain fundamental principles, policies and procedures that govern the Company's Covered Persons in the conduct of the Company's business. It is not intended to and does not create any rights in any employee, customer, client, visitor, supplier, competitor, shareholder or any other person or entity. It is the Company's belief that the policy is robust and covers most conceivable situations.

THE BEAUTYHEALTH COMPANY

FOREIGN CORRUPT PRACTICES ACT COMPLIANCE POLICY

Effective as of May 4, 2021

COMBATING CORRUPTION

The Beauty Health Company (the "Company") operates in a wide range of legal and business environments, many of which pose challenges to our ability to conduct our business operations with integrity. As a company, we strive to conduct ourselves according to the highest standards of ethical conduct. Throughout its operations, the Company seeks to avoid even the appearance of impropriety in the actions of its directors, officers, employees, and agents.

Accordingly, this Foreign Corrupt Practices Act Compliance Policy (a "Policy") reiterates our commitment to integrity, and explains the specific requirements and prohibitions applicable to our operations under anti-corruption laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA"). This Policy contains information intended to reduce the risk of corruption and bribery from occurring in the Company's activities. The Company strictly prohibits all forms of corruption and bribery and will take all necessary steps to ensure that corruption and bribery do not occur in its business activities.

Under the FCPA, it is illegal for U.S. persons, including U.S. companies or any companies traded on U.S. exchanges, and their subsidiaries, directors, officers, employees, and agents, to make improper payments to non-U.S. government officials.[1] The concept of prohibiting bribery is simple. However, understanding the full scope of the FCPA is essential, as this law directly affects everyday business interactions between the Company and non-U.S. governments and government-owned or government-controlled entities.

Violations of the FCPA can also result in violations of other U.S. laws, including anti-money laundering, mail and wire fraud, and conspiracy laws. The penalties for violating the FCPA are severe. In addition to being subject to the Company's disciplinary policies (including termination), individuals who violate the FCPA may also be subject to imprisonment and fines.[2]

[1] 15 U.S.C. § 78dd-1(a), § 78dd-2(a), § 78dd-3(a).

[2] 15 U.S.C. §§ 78dd-1 and 78ff (individuals); 15 U.S.C. § 78dd-1 and 18 U.S.C. § 3571 (corporations); 15 U.S.C. § 78ff(a) (increased penalty for willful violations)).

Aside from the FCPA, the Company may also be subject to other non-U.S. anti-corruption laws, in addition to the local laws of the countries in which the Company conducts business.

APPLICABILITY

This Policy is applicable to all of the Company's operations worldwide. This Policy applies to all of the Company's directors, officers, and employees. This Policy also applies to the Company's agents, consultants, joint venture partners, and any other third-party representatives that, on behalf of the Company, have conducted business outside of the U.S. or interacted with non-U.S. government officials or are likely to conduct business outside of the U.S. or interact with non-U.S. government officials.

PROHIBITED PAYMENTS[3]

Company employees and agents are prohibited from directly or indirectly making, promising, authorizing, or offering anything of value to a Non-U.S. Government Official (as defined below) on behalf of the Company to secure an improper advantage, obtain or retain business, or direct business to any other person or entity. This prohibition includes payments to third parties where the Company employee or agent knows, or has reason to know, that the third party will use any part of the payment for bribes.

Cash and Non-Cash Payments: "Anything of Value." Payments that violate the FCPA may arise in a variety of settings and include a broad range of payments beyond the obvious cash bribe or kickback. The FCPA prohibits giving "anything of value" for an improper purpose. This term is very broad and can include, for example:

1. gifts;
2. travel, meals, lodging, entertainment, or gift cards;
3. loans or non-arm's length transactions;
4. charitable or political donations; or
5. business, employment, or investment opportunities.

[3] 15 U.S.C. § 78dd-1(a), § 78dd-2(a), § 78dd-3(a).

Non-U.S. Government Official. The FCPA broadly defines the term Non-U.S. Government Official to include:[4]

1. officers or employees of a non-U.S. government or any department, agency, or instrumentality thereof;

2. officers or employees of a company or business owned in whole or in part by a non-U.S. government (a state owned or controlled enterprise);

3. officers or employees of a public international organization (such as the United Nations, World Bank, or the European Union);

4. non-U.S. political parties or officials thereof; and

5. candidates for non-U.S. political office.

This term also includes anyone acting on behalf of any of the above.

On occasion, a non-U.S. government official may attempt to solicit or extort improper payments or anything of value from Company employees or agents. Such employees or agents must inform the non-U.S. government official that the Company does not engage in such conduct and immediately contact the Company's legal department.

Commercial Bribery. Bribery involving commercial (non-governmental parties) is also prohibited under this Policy. To this end, Company employees and agents shall not offer, promise, authorize the payment of, or pay or provide anything of value to any employee, agent, or representative of another company to induce or reward the improper performance of any function or any business-related activity. Company employees and agents also shall not request, agree to receive, or accept anything of value from any employee, agent, or representative of another company or entity as an inducement or reward for the improper performance of any function or business-related activity.

PERMITTED PAYMENTS

The FCPA does not prohibit all payments to Non-U.S. Government Officials. In general, the FCPA permits three categories of payments:

[4] 15 U.S.C. § 78dd-1(f)(1)(A), § 78dd-2(h)(2)(A), § 78dd-3(f)(2)(A).

1. Facilitating Payments.[5] The FCPA includes an exception for nominal payments made to low-level government officials to ensure or speed the proper performance of a government official's routine, non-discretionary duties or actions, such as:

    - clearing customs;
    - processing governmental papers such as visas, permits, or licenses;
    - providing police protection; or
    - providing mail, telephone, or utility services.

All facilitating payments must be pre-approved in writing by the General Counsel. The Company will authorize such payments only when the value of the payment is below U.S. $500, the refusal to make such a payment may severely and adversely affect the Company's ability to do business in a foreign country, and the payment is lawful under U.S. laws and regulations and applicable local laws. All facilitating payments must be properly documented in the Company's books and records.

2. Promotional Hospitality and Marketing Expenses or Pursuant to a Contract.[6] The Company may pay for the reasonable cost of a Non-U.S. Government Official's meals, lodging, or travel if, and only if, the expenses are bona fide, reasonable, and directly related to the promotion, demonstration, or explanation of Company products or services, or the execution or performance of a contract with a non-U.S. government or agency, and not for an improper purpose.

All promotional hospitality and marketing expenses must be pre-approved in writing by the General Counsel. The Company will authorize and reimburse expenses only when the expenses do not exceed what is generally considered proper, reasonable, and customary in the particular locality. Such expenses shall not exceed U.S. $250 per person. All expenses must be properly documented in the Company's books and records.

3. Promotional Gifts.[7] Promotional gifts of nominal value may be given to a Non-U.S. Government Official as a courtesy in recognition of services rendered or to promote goodwill. These gifts must be nominal in value and should generally bear the trademark of the Company or one of its products. Cash or cash equivalent gifts are strictly prohibited by this Policy.

[5] 15 U.S.C. § 78dd-1(b).

[6] 15 U.S.C. §§ 78dd-1(c)(2), 78dd-2(c)(2), and 78dd-3(c)(2)).

[7] 15 U.S.C. §§ 78dd-1(c)(1), 78dd-2(c)(1), and 78dd-3(c)(1)).

All promotional gifts must be pre-approved in writing by the General Counsel. The Company will authorize promotional gifts only when the value of the gift is below U.S. $100, such offerings are in keeping with local custom, and the gift is lawful under U.S. laws and regulations and local laws. All gifts must be properly documented in the Company's books and records.

POLITICAL AND CHARITABLE CONTRIBUTIONS

Contributions to candidates for non-U.S. political office are prohibited unless the General Counsel pre-approves them in writing. Charitable contributions to non-U.S. charities must also be pre-approved in writing by the General Counsel. Any political or charitable contributions by must be permitted under the law and made to a bona fide organization.

RECORD KEEPING

It is the Company's policy to implement and maintain internal accounting controls based upon sound accounting principles. All accounting entries in the Company's books and records must be timely and accurately recorded and include reasonable detail to fairly reflect transactions. These accounting entries and the supporting documentation must be periodically reviewed to identify and correct discrepancies, errors, and omissions.

AUTHORIZATION FOR TRANSACTIONS. All transactions involving the provision of anything of value to a Non-U.S. Government Official must occur only with appropriate Company authorization.

RECORDING TRANSACTIONS. All transactions involving the provision of anything of value to a Non-U.S. Government Official must be recorded in accordance with generally accepted accounting principles.

TRACKING TRANSACTIONS. All transactions involving the provision of anything of value to a Non-U.S. Government Official must be tracked in a separate log or record, with supporting documentation identifying:

1. the name and position of the employee requesting and authorizing the transaction;

2. the name and position of the Non-U.S. Government Official involved in the transaction; and

3. a description, including the value, of the payment or provision of anything of value, and where applicable, a description of the Company's products or services being promoted or the relevant contractual provision if the payment was made pursuant to a contract.

CASH PAYMENTS

Cash payments of any kind to a third party, other than documented petty cash disbursements or other valid and approved payments, are prohibited. Company checks shall not be written to "cash," "bearer," or anyone other than the party entitled to payment except to replenish properly used petty cash funds.

REPRESENTATIVES

All third-party Company representatives must fully comply with the FCPA and all other applicable laws.

The Company may be liable for improper payments and actions by third-party representatives, and must therefore take reasonable precautions to ensure that third parties conduct business ethically and comply with this Policy. The Company shall establish procedures to mitigate risk of noncompliance by third parties, such as:

1. Performing an integrity due diligence review of the third party; and

2. Executing a written agreement with the third party that requires compliance with all applicable anticorruption laws.

Any third party agent relationship which involves interaction with government officials on the Company's behalf must be approved in advance and in writing by the General Counsel.

COMPLIANCE

Company employees and agents must be familiar with and perform their duties according to the requirements set out in this Policy. Company employees or agents who violate this Policy are subject to disciplinary action, up to and including dismissal. Third-party representatives who violate this Policy may be subject to termination of all commercial relationships with the Company.

To ensure that all Company employees and agents are thoroughly familiar with the provisions of this Policy, the FCPA, and any other applicable anti-corruption laws, the Company shall provide anti-corruption training and resources to those Company employees and agents, as appropriate.

Any Company employee or agent who suspects that this Policy may have been violated must immediately notify the Company as specified in the section entitled "Reporting Policy Violations" below. Any Company employee who, in good faith, reports suspected legal, ethical, or Policy violations will not suffer any adverse consequence for doing so. When in doubt about the appropriateness of any conduct, the Company requires that you seek additional guidance before taking any action that may subject the Company to potential FCPA liability.

DUTY TO COOPERATE

The Company may at times undertake a more detailed review of certain transactions. External anticorruption compliance program audits will occur every two years, with targeted, subject-specific testing and risk assessments at more frequent intervals set by the Company based on full audit findings and ongoing identification of risks. As part of these reviews, the Company requires all employees, agents, and third-party representatives to cooperate with the Company, outside legal counsel, outside auditors, or other similar parties. The Company views failure to cooperate in an internal review as a breach of your obligations to the Company, and will deal with this failure severely in accordance with any local laws or regulations.

QUESTIONS ABOUT THE POLICY

If you have any questions relating to this Policy, please contact the General Counsel.

REPORTING POLICY VIOLATIONS

To report potential violations of this Policy, immediately notify the General Counsel.

THE BEAUTYHEALTH COMPANY

WHISTLEBLOWER POLICY

Effective as of May 4, 2021

This policy outlines the procedures that the Board of Directors (the "Board") of The Beauty Health Company, a Delaware corporation (together with its direct and indirect subsidiaries, the "Company"), has established with respect to the receipt, treatment and retention of complaints received by the Company regarding (1) accounting, internal accounting controls or auditing matters, including the confidential, anonymous submission by employees of concerns regarding questionable accounting or auditing matters, (2) the reporting of fraudulent financial information of or by the Company or (3) violations or potential violations of the federal securities laws, including any rules and regulations thereunder, the Company's Code of Business Conduct and Ethics, or the Civil False Claims Act, the U.S. Foreign Corrupt Practices Act of 1977, as amended or similar laws (the "Anti-Corruption Laws") (collectively, "Complaints").

At the Company, we have a culture built on a strong reputation of integrity that we consistently strive to maintain. The Company is committed to maintaining high standards of financial integrity, and the Audit Committee of the Board (the "Audit Committee") takes very seriously all Complaints and concerns regarding accounting, internal accounting controls, auditing and other legal matters. The Company's financial information guides the decisions of the Board and management and is relied upon by the Company's stockholders, employees and business partners. The Company's policies and practices have been developed to maintain the highest business, legal and ethical standards. For these reasons, the Company must maintain a workplace environment where all of the employees of the Company (the "Employees") who reasonably believe that they are aware of any Complaints can raise these concerns free of any harassment, discrimination or retaliation. It is the Company's policy to encourage Employees to report those concerns as soon as possible after discovery. The Company strives to encourage open communication so that such concerns can be raised without fear of retaliation in any manner.

PURPOSE

The Audit Committee the Company has adopted the following policy and procedures for:

- the receipt, retention, and treatment of complaints regarding accounting, internal accounting controls or auditing matters;

- the confidential, anonymous submission by Employees (confidentially and anonymously, if they wish), and the appropriate treatment, of concerns regarding accounting or auditing matters they believe to be questionable or violations of the Company's Code of Business Conduct and Ethics, the U.S. federal securities laws or other state and federal laws, or Anti-Corruption Laws; and

- to alert the Audit Committee to possible problems before they have serious consequences to the Company.

POLICY

These procedures relate to complaints or concerns regarding accounting, internal accounting controls or auditing matters of the Company ("Complaints") including, but not limited to, the following:

- fraud or deliberate error in the preparation, evaluation, review or audit of any financial statement of the Company;

- fraud or deliberate error in the recording or maintaining of financial records of the Company;

- intentional error, fraud or gross negligence in the recording of transactions of the Company;

- deficiencies in or noncompliance with the Company's internal accounting controls;

- misrepresentations or false statements to or by a senior officer of the Company or an accountant regarding a matter contained in the financial records, financial reports or audit reports of the Company;

- deviation from full and fair reporting of the Company's financial condition;

- violations of U.S. Securities and Exchange Commission (the "SEC") rules and regulations that are related to accounting, internal accounting controls and auditing matters;

- fraud against investors, securities fraud, mail or wire fraud, bank fraud or fraudulent statements to management, outside auditors, the SEC or members of the investing public;

- violations of the Company's Insider Trading and Information Policy, the U.S. federal securities laws or the Anti-Corruption Laws, including suspected or alleged dishonest or illegal conduct by any person, including employees and third-party service providers;

- violations of the Company's Code of Business Conduct and Ethics or other applicable laws; and

- findings or concerns of regulatory or statutory non-compliance (whether accidental or intentional).

This policy applies to all Employees, independent contractors and consultants, who work for the Company ("Covered Persons").

RESPONSIBILITIES AND RIGHTS OF EMPLOYEE COMPLAINANTS AND INVESTIGATION PARTICIPANTS

Responsibilities

Covered Persons who submit Complaints ("Employee Complainants") have a responsibility to act in good faith and have a reasonable belief regarding the validity of a Complaint. The motivation of an Employee Complainant is irrelevant to the consideration of the validity of the Complaint. However, the intentional filing of a false Complaint, whether orally or in writing, may itself be an improper activity and one that may result in disciplinary action.

An Employee Complainant has a responsibility to be candid and set forth all known information regarding a Complaint. Covered Persons who are interviewed or asked to provide information or otherwise participate in an investigation of a Complaint, including employees who are the subject of the investigation ("Investigation Participants") have a duty to cooperate fully and assist in the investigation.

Employee Complainants are not to act on their own in conducting any investigative activities, nor do they have a right to participate in any investigative activities other than as requested by the Audit Committee or the General Counsel. An Employee Complainant shall refrain from obtaining evidence relating to a Complaint for which he or she does not have a right of access. Such improper access may itself be an illegal or improper activity and one that may result in disciplinary action.

The Company will use reasonable best efforts to provide each Employee Complainant with a prompt investigation and response to his or her Complaint and a summary of the outcome of any investigation based upon the Complaint unless the General Counsel or the Audit Committee determines that there are overriding legal, Company or public interest reasons not to do so.

These procedures are in no way intended to limit employee reporting of alleged violations relating to accounting or auditing matters to proper governmental and regulatory authorities.

Rights

Employee Complainants and Investigation Participants are entitled to protection from retaliation for having made a Complaint or disclosing information relating to a Complaint in good faith. The Company shall not discharge, demote, suspend, threaten, harass or in any manner discriminate against an Employee Complainant in the terms and conditions of such Employee Complainant's employment based upon any lawful actions of such Employee Complainant with respect to good faith reporting of Complaints. It is a serious violation of the policies of the Company, and under certain circumstances a violation of federal or local law, for any

supervisor, manager, director, or officer of the Company to initiate or encourage reprisal against an employee or other person who in good faith reports a known or suspected violation of criminal law or any other matter which may be reported under this policy. An Employee Complainant's right to protection from retaliation does not extend immunity for any complicity in the matters that are the subject of the Complaint or an ensuing investigation.

To the extent possible and permitted under law, Complaints, reports and investigations related to such Complaints, shall be kept confidential. Disclosure of such Complaints to individuals not connected to the investigation will be viewed as a serious disciplinary offense and may result in discipline, including dismissal.

REPORTING PROCEDURES

The Company allows submission of Complaints either orally or in writing. Employee Complainants may report Complaints anonymously to: (877) 900-1442 or https://www.whistleblowerservices.com/hydrafacial (the "Employee Complainant Reporting Email").

The hotline is managed internally by the General Counsel of the Company and the Chair of the Audit Committee, who review the calls and decide on the appropriate action to take. Please note that in certain cases, the information provided by you may be the basis of an internal and/or external investigation into the issue you are reporting and your anonymity will be protected to the extent possible by law by. However, your identity may become known during the course of the investigation because of the information you have provided.

Alternately, an Employee Complainant may report a Complaint to his or her supervisor, or in the case an Employee Complainant is not comfortable reporting the Complaint to his or her supervisor or believes the supervisor has taken no action, the General Counsel or the Chair of the Audit Committee.

To assist in the response to or investigation of a Complaint, the Complaint should be factual rather than speculative, and contain as much specific information as possible to allow for proper assessment of the nature, extent and urgency of the matter that is the subject of the Complaint. Without limiting the foregoing, the Complaint should, to the extent possible, contain the following information:

- the alleged event, matter or issue that is the subject of the Complaint;
- the name of each person involved;
- if the Complaint involves a specific event or events, the approximate date and location of each event; and

- any additional information, documentation or other evidence available to support the Complaint.

All Covered Persons will be instructed through postings on the Company's external and internal websites and the Company's Code of Business Conduct and Ethics that any and all Complaints may be made anonymously and in a confidential manner in accordance with one or more of the procedures set forth above. The Company will provide notice on a current basis through postings on the Company's external and internal websites, the Company's Code of Business Conduct and Ethics and/or such other manner as is determined by the Audit Committee from time to time of the names, phone numbers and addresses of the designated recipients to whom Complaints may be submitted.

INVESTIGATION PROCEDURE

The General Counsel will collect the information and investigate the matter as appropriate based on the nature of the matter. All Complaints will be promptly evaluated and investigated, although the seriousness and complexity of the concern can affect the time needed to investigate the matter. The General Counsel shall seek to respond to the Complaint to the satisfaction of the person who made the Complaint. Irrespective of whether he or she is able to resolve the Complaint to the satisfaction of the person making the Complaint, the General Counsel shall promptly forward a copy of each Complaint to the Audit Committee. The General Counsel may also, in his or her discretion, bring the Complaint to the attention of the Company's full Board of Directors, Chief Executive Officer, Chief Financial Officer or any other party that the General Counsel deems necessary or appropriate. This investigation may include hiring outside advisors such as lawyers, accountants and auditors to conduct procedures under the direction of the Audit Committee. The Company will provide appropriate funding, as determined by the Audit Committee to compensate any advisor engaged by the Audit Committee.

To ensure that these Complaint procedures are not inadvertently or improperly screening out Complaints that should be viewed by the Audit Committee, the General Counsel will be charged with preparing and submitting to the Chairperson of the Audit Committee, prior to each regularly scheduled meeting of the Audit Committee, a table or other report detailing the time, date, nature and disposition of each Complaint received by the General Counsel and/or the Employee Complainant Reporting Email since the date of the prior report. The table or other report will be reviewed by the Audit Committee at its next regularly-scheduled meeting.

All accounting and auditing related Complaints received shall be entered on an accounting and auditing matters log, which shall include, among other things: (a) information regarding the date the Complaint was received, (b) a description of the Complaint, (c) the submitter (if provided) and (d) the status and disposition of an investigation of the Complaint. Receipt of the Complaint will be acknowledged to the sender, within a reasonable period following receipt, if appropriate information for response is supplied. Non-accounting or non-auditing Complaints shall be logged separately and will be forwarded to the appropriate person or department for

investigation (e.g., Human Resources), unless the General Counsel or the Chairperson of the Audit Committee deems other treatment is necessary (e.g., such Complaint involves a finance employee or an executive officer).

With respect to Complaints not initially directed to the Audit Committee, the General Counsel will report immediately to the Audit Committee: (i) matters related to violations or potential violations of the Anti-Corruption Laws or similar laws, (ii) matters associated with the Company's revenue recognition policies or which involve accounting, internal accounting controls and auditing matters, (iii) matters related to the Company's executive officers and (iv) such other matters as the General Counsel deems significant. Following receipt of a Complaint, the Audit Committee shall direct and oversee an investigation of the Complaint. The Audit Committee may also delegate the oversight and/or investigation of such Complaints to the appropriate members of the Company's management.

Confidentiality will be maintained to the fullest extent possible, consistent with the need to conduct an adequate review. Access to reports and records of Complaints may be granted to regulatory agencies and other parties at the discretion of the Audit Committee. Documents that are covered by the attorney-client communication and/or work-product privileges should not be disclosed unless the General Counsel has consented in writing to a waiver of privilege.

An Employee may be subject to disciplinary action, which may include the termination of his or her employment, if the Employee fails to cooperate in an investigation or deliberately provides false or misleading information during an investigation. The specific action that will be taken in response to a report will depend on the nature and gravity of the conduct or circumstances reported and the quality of the information provided. Where questionable accounting, internal accounting controls or auditing matters or the reporting of fraudulent financial information is verified, corrective action will be taken and, if appropriate, the persons responsible will be disciplined.

After completing an investigation of a Complaint, the General Counsel shall prepare a written report for the Audit Committee explaining his or her conclusions and advice with respect to the Complaint. A copy of the report shall be placed in the Complaint file. The Audit Committee may, in its sole discretion, request a briefing by the General Counsel. In all cases, prompt and appropriate corrective action shall be taken as determined by the Audit Committee, and the Audit Committee shall have full authority to determine the action to be taken in response to a Complaint and to direct additional investigation of any Complaint.

RETENTION OF COMPLAINTS

The General Counsel shall maintain a file for all Complaints, the accounting and auditing matters log and all related documentation as required under applicable law or any document retention policy. If the General Counsel receives an unwritten Complaint, he or she shall memorialize such Complaint in writing and place it in the Complaint file.

DISCIPLINARY ACTION

Nothing in these procedures shall limit the Company or the Board or a committee or designee thereof in taking such disciplinary or other action under the Company's Code of Business Conduct and Ethics or other applicable policies of the Company as may be appropriate with respect to any matter that is the subject of a Complaint.

PERIODIC REVIEW AND MODIFICATION OF THE POLICY

The Audit Committee will review the policy and consider changes to the policy periodically. The Company may modify this policy at any time without notice. Modification may be necessary, among other reasons, to maintain compliance with applicable laws, rules and regulations and to accommodate organizational changes.

The Audit Committee shall provide reports to the Board periodically, and at least annually, regarding all significant Complaints and the results of any investigation regarding a Complaint, including any corrective actions taken.

THE BEAUTYHEALTH COMPANY

EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT

In consideration and as a condition of my employment by The HydraFacial Company (together with its 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 (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, know-how, 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.

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 best efforts not to prevent the unauthorized us 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, 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. If I learn of any possible unauthorized use or disclosure of Proprietary

Information, I 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. I will disclose all Inventions 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) I develop 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 hereby acknowledge and agree that the Company has notified me that, if I reside in the state of California, assignments provided for in Section 5.1 do not apply to any Invention which qualifies fully for exemption from assignment under the provisions of Section 2870 of the California Labor Code ("Section 2870"), a copy of which is attached as Exhibit B. If applicable, at the time of disclosure of an Invention that I believe qualifies under Section 2870, I shall provide to the Company, in writing, evidence to substantiate the belief that such Invention qualifies under Section 2870. 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 5.3, 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 for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified above, 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 Inventions; Information Belonging to Third Parties. I represent and warrant that, except as set forth on Exhibit C, 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 C 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 C 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 Background Technology in the course of my employment or incorporate any Background 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 Background 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 Background 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 Non-Competition. During the term of my employment by the Company, I will not without the prior written approval of the Board of Directors of the Company, (a) engage in any other professional employment or consulting, or (b) directly or indirectly participate in or assist any business (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than 1% of the outstanding stock of a publicly-held company), in each case, which is a current or potential supplier, customer or competitor of the Company, including but not limited to any business or enterprise that develops, manufactures, markets, licenses, sells or provides any product or service that competes with any product or service developed, manufactured, marketed, licensed, sold or provided, or planned to be developed, manufactured, marketed, licensed, sold or provided, by the Company while I was employed by the Company.

6.2 Non-Solicitation.

(a) During the term of my employment with the Company and for a period of one (1) year thereafter I will not (i) solicit for employment or engagement, any employee, consultant or independent contractor of the Company, or (ii) solicit, encourage,

induce or attempt to induce or assist others to solicit, encourage, induce or attempt to induce any employees, consultants or independent contractors of the Company who were employed or engaged by the Company at any time during the term of my employment with the Company to terminate their employment or engagement with the Company.

(b) During the term of my employment with the Company, I will not solicit, divert or take away, or attempt to divert or take away, the business of any customer or client of the Company (served by the Company during the twelve (12)-month period prior to the termination of my employment with the Company) on my own behalf or on behalf of any person or entity other than the Company.

6.3 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 6.3 shall not preclude me from making any statement to the extent required by law or legal process.

6.4 Extension. Without limiting the Company's ability to seek other remedies available in law or equity, if I violate the provisions of Section 6.2(a), I shall continue to be bound by the restrictions set forth in such section until a period of one year has expired without any violation of such provisions.

6.5 Interpretation. If any restriction set forth in Section 6.2 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.

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. I also agree that if the Company prevails in any action or proceeding to enforce my obligations under this Agreement, I will pay all of the Company's 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 California exclusively, without reference to any conflict laws rule that would result in the application of the laws of any other jurisdiction. I agree that upon the Company's request, all disputes arising hereunder shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in Los Angeles County, California, 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.

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 HydraFacial Company or its affiliates (together, 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 it 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)

_____

(Printed or Typed Name of Employee)

Exhibit B

California Labor Code

California Labor Code § 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

Exhibit C

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.

THE BEAUTYHEALTH COMPANY

INSIDER TRADING POLICY

Effective as of May 4, 2021

PURPOSE

This Insider Trading Policy (the "Policy") provides guidelines with respect to transactions in the securities of The Beauty Health Company (the "Company") and the handling of confidential information about the Company and its subsidiaries and the companies with which the Company and its subsidiaries do business. The Company's Board of Directors (the "Board") has adopted this Policy to promote compliance with federal, state and foreign securities laws that prohibit certain persons who are aware of material nonpublic information about a company from: (i) trading in securities of that company; or (ii) providing material nonpublic information to other persons who may trade on the basis of that information. Regulators have adopted sophisticated surveillance techniques to identify insider trading transactions, and it is important to the Company to avoid even the appearance of impropriety.

BACKGROUND

The antifraud provisions of U.S. federal securities laws prohibit directors, officers, employees and other individuals who possess material nonpublic information from trading on the basis of that information. Transactions will be considered "on the basis of" material nonpublic information if the person engaged in the transaction was aware of the material nonpublic information at the time of the transaction. It is not a defense that the person did not "use" the information for purposes of the transaction.

Disclosing material nonpublic information directly or indirectly to others who then trade based on that information or making recommendations or expressing opinions as to transactions in securities while aware of material nonpublic information (which is sometimes referred to as "tipping") is also illegal. Both the person who provides the information, recommendation or opinion and the person who trades based on it may be liable.

These illegal activities are commonly referred to as "insider trading." State securities laws and securities laws of other jurisdictions also impose restrictions on insider trading.

In addition, a company, as well as individual directors, officers and other supervisory personnel,

may be subject to liability as "controlling persons" for failure to take appropriate steps to prevent insider trading by those under their supervision, influence or control.

The Securities and Exchange Commission (the "SEC"), the Financial Industry Regulatory Authority and other authorities use sophisticated electronic surveillance techniques to investigate and detect insider trading, and the SEC and the U.S. Department of Justice pursue insider trading violations vigorously. Cases involving trading through foreign accounts, trading by family members and friends and trading involving only a small number of shares have been successfully prosecuted.

PERSONS SUBJECT TO THE POLICY

This Policy applies to all directors, officers and employees of the Company and its subsidiaries, including persons employed on a temporary or contract basis or through a staffing agency. The Company may also determine that other persons should be subject to this Policy, such as contractors or consultants who have access to material nonpublic information, in each case other than Linden Capital III, LLC, Linden Manager LLC and DW Healthcare Partners and any of their respective affiliated investment funds. This Policy also applies to family members, other members of a person's household and entities controlled by a person covered by this Policy, as described below. You are expected to comply with this Policy until such time as you are no longer affiliated with the Company *and* you no longer possess any material nonpublic information subject to this Policy. In addition, if you are listed on Schedule I attached hereto and subject to a trading blackout under this Policy at the time you cease to be affiliated with the Company, you are expected to abide by the applicable trading restrictions until at least the end of the relevant blackout period.

Please direct any questions or requests as to any of the matters discussed in this Policy to the General Counsel of the Company. The General Counsel is generally responsible for the administration of this Policy. The General Counsel may select others to assist with the execution of his or her duties.

TRANSACTIONS SUBJECT TO THE POLICY

This Policy applies to *all* transactions *involving* the Company's securities (collectively referred to in this Policy as "Company Securities"), including the Company's common stock, options to purchase common stock, or any other type of securities that the Company may issue, including (but not limited to) preferred stock, convertible debentures and warrants, debt securities, as well as derivative securities that are not issued by the Company, such as exchange-traded put or call options or swaps relating to Company Securities. This Policy also applies to the securities of other companies as to which you possess material nonpublic information obtained in the course of your service to this Company, and to the securities of companies with which the Company

may have a business relationship.

INDIVIDUAL RESPONSIBILITY

Persons subject to this Policy have ethical and legal obligations to maintain the confidentiality of information about the Company and to not engage in transactions in Company Securities while in possession of material nonpublic information. Each individual is responsible for making sure that he or she complies with this Policy, and that any family member, household member or entity whose transactions are subject to this Policy, as discussed below, also comply with this Policy. In all cases, the responsibility for determining whether an individual is in possession of material nonpublic information rests with that individual, and any action on the part of the Company, the General Counsel or any other employee or director pursuant to this Policy (or otherwise) does not in any way constitute legal advice or insulate an individual from liability under applicable securities laws. You could be subject to severe legal penalties and disciplinary action by the Company for any conduct prohibited by this Policy or applicable securities laws, as described below in more detail under the heading "Consequences of Violations."

It is also your responsibility to help enforce this Policy. You should be alert to possible violations and should promptly report violations or suspected violations of this Policy.

You may report suspected violations of this Policy as follows:

Position with the Company	Permissible Methods of Reporting
Employee, officer, director or consultant	1. Via electronic mail to pbokota@hydrafacial.com; or 2. Via regular mail to the General Counsel at the Company's principal executive offices located at 2165 Spring St., Long Beach, CA, 90806

Reports to the General Counsel may be made anonymously or by identifying oneself. Because it may be more difficult to thoroughly investigate reports that are made anonymously, you are encouraged to share your identity when reporting rather than reporting anonymously. If you make an anonymous report, please provide as much detail as possible, including any evidence that you believe may be relevant to the issue. All reports, whether provided with your identity or anonymously, will be treated confidentially to the extent consistent with applicable law.

STATEMENT OF POLICY

It is the policy of the Company that no director, officer or other employee of the Company (or

any other person designated by this Policy or by the General Counsel as subject to this Policy) who is aware of material nonpublic information relating to the Company may, directly, or indirectly through family members or other persons or entities:

1. Engage in transactions in Company Securities while aware of material nonpublic information relating to the Company, noting that it is no excuse that you did not "use" the information in your transaction, except as otherwise specified in this Policy under the headings "Transactions Under Company Plans," "Transactions Not Involving a Purchase or Sale," "Rule 10b5-1 Plans" and "Other Limited Exceptions;"

2. Recommend the purchase or sale of any Company Securities;

3. Disclose, including via internet and social media, material nonpublic information to persons within the Company whose jobs do not require them to have that information, or outside of the Company to other persons, including, but not limited to, family, friends, business associates, investors and expert consulting firms, unless any such disclosure is made in accordance with the Company's policies regarding the protection or authorized external disclosure of information regarding the Company; or

4. Assist anyone engaged in the above activities.

In addition, it is the policy of the Company that no director, officer or other employee of the Company (or any other person designated as subject to this Policy) may engage in transactions involving the securities of any other company if such person is aware of material nonpublic information about that company except, in each case, as otherwise specified in this Policy under the headings "Transactions Under Company Plans," "Gifts of Securities; Mutual Fund Transactions," "Rule 10b5-1 Plans" and "Other Limited Exceptions."

There are no exceptions to this Policy, except as specifically noted herein. Financial hardship does not excuse your non-compliance with this Policy. From time to time, you may have to forego a proposed transaction in the Company Securities even if you planned to make the transaction before learning of the material nonpublic information and even though you believe that you may suffer an economic loss. The following are specifically exempted from this Policy: where (A) disclosure of nonpublic information is required by law, or when (B)(i) disclosure is required for legitimate Company business purposes, (ii) you are authorized by the Company to disclose the information and (iii) appropriate steps have been taken to prevent misuse of that information (including entering an appropriate nondisclosure agreement that restricts the disclosure and use of the information, if applicable). You may not enter into any transaction, including those discussed in the section entitled under the headings "Transactions Under Company Plans," "Gifts of Securities; Mutual Fund Transactions," and "Rule 10b5-1 Plans" unless you have disclosed any material nonpublic information that you become aware of in the course of your service with the Company, and that senior management is not aware of, to the General Counsel. If you are

a member of senior management, the information must be disclosed to the Chief Executive Officer, and if you are the Chief Executive Officer or a director, you must disclose the information to the board of directors, before any transaction is permissible.

In the event you receive an inquiry from someone outside of the Company, such as a stock analyst, for information about the Company, you should refer the inquiry to the Chief Financial Officer or General Counsel. The Company is required under Regulation FD (Fair Disclosure) of the U.S. federal securities laws to avoid the selective disclosure of material nonpublic information. In general, the regulation provides that when a public company discloses material nonpublic information, it must provide broad, non-exclusionary access to the information. Violations of this regulation can subject the Company to SEC enforcement actions, which may result in injunctions and severe monetary penalties. The Company has established procedures for releasing material information in a manner that is designed to achieve broad public dissemination of the information immediately upon its release in compliance with applicable law. Please consult the Company's Regulation FD Policy for more details.

DEFINITION OF MATERIAL NONPUBLIC INFORMATION

Material Information. Information is considered "material" if a reasonable investor would consider that information important in making a decision to buy, hold or sell securities. Any information that could be expected to affect a company's stock price, whether it is positive or negative, should be considered material. There is no bright-line standard for assessing materiality; rather, materiality is based on an assessment of all of the facts and circumstances, and is often evaluated by enforcement authorities with the benefit of hindsight. While it is not possible to define all categories of material information, some examples of information that ordinarily would be regarded as material are:

- earnings, financial condition, results of operations or cash flows;
- projections of future earnings or losses, or other earnings guidance;
- changes to previously announced earnings guidance, or the decision to suspend earnings guidance;
- significant corporate events;
- a pending or proposed merger, acquisition or tender offer;
- a pending or proposed acquisition or disposition of a significant asset;
- a pending or proposed joint venture;
- a Company restructuring;

- significant related party transactions;
- a change in dividend policy, the declaration of a stock split, or an offering of additional securities;
- bank borrowings or other financing transactions out of the ordinary course;
- the establishment of a repurchase program for Company Securities;
- a change in the Company's pricing or cost structure;
- major marketing changes;
- a change in management;
- a change in auditors or notification that the auditor's reports may no longer be relied upon;
- development of a significant new product or service;
- the gain or loss of a significant customer or supplier;
- significant events concerning the Company's physical assets;
- pending or threatened significant litigation, or the resolution of such litigation;
- regulatory approvals or changes in regulations and any analysis of how they affect the Company;
- impending bankruptcy or the existence of severe liquidity problems;
- significant cybersecurity incidents; and
- the imposition of a ban on trading in Company Securities or the securities of another company.

If you are unsure whether information is material, you should either consult the General Counsel before making any decision to disclose such information (other than to persons who need to know it) or to trade in or recommend securities to which that information relates or assume that the information is material.

When Information is Considered Public. Information that has not been disclosed to the public is generally considered to be nonpublic information. In order to establish that the information has been disclosed to the public, it may be necessary to demonstrate that the information has been widely disseminated. Information generally would be considered widely disseminated if it has

been disclosed through the Dow Jones "broad tape," newswire services, a broadcast on widely-available radio or television programs, publication in a widely-available newspaper, magazine or news website, or public disclosure documents filed with the SEC that are available on the SEC's website. By contrast, information should be considered to be nonpublic if it is available only to the Company's employees, or if it is only available to a select group of analysts, brokers and institutional investors.

Once information is widely disseminated, it is still necessary to afford the investing public with sufficient time to absorb the information. As a general rule, information should not be considered fully absorbed by the marketplace until after the second business day after the day on which the information is released. If, for example, the Company were to make an announcement on a Monday, you should not trade in Company Securities until Thursday. Depending on the particular circumstances, the Company may determine that a longer or shorter period should apply to the release of specific material nonpublic information.

TRANSACTIONS BY FAMILY MEMBERS AND OTHERS

This Policy applies to your family members who reside with you (including a spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law) and anyone else who lives in your household (excluding domestic employees) (collectively referred to as "Family Members"). You are responsible for the transactions of these other persons and therefore should make them aware of the need to confer with you before they trade in Company Securities, and you should treat all such transactions for the purposes of this Policy and applicable securities laws as if the transactions were for your own account. This Policy does not, however, apply to personal securities transactions of Family Members where the purchase or sale decision is made by a third party not controlled by, influenced by or related to you or your Family Members.

TRANSACTIONS BY ENTITIES THAT YOU INFLUENCE OR CONTROL

This Policy applies to any entities that you influence or control, including any corporations, partnerships or trusts, in each case other than Linden Capital III LLC, Linden Manager LLC and DW Healthcare Partners and any of their respective affiliated investment funds (collectively referred to as "Controlled Entities"), and transactions by these Controlled Entities should be treated for the purposes of this Policy and applicable securities laws as if they were for your own account.

SPECIAL AND PROHIBITED TRANSACTIONS

The Company has determined that there is a heightened legal risk and/or the appearance of improper or inappropriate conduct if the persons subject to this Policy engage in certain types of transactions. It therefore is the Company's policy that any persons covered by this Policy may

not engage in any of the following transactions, or should otherwise consider the Company's preferences as described below:

Short Sales. Short sales of Company Securities (*i.e.*, the sale of a security that the seller does not own) may evidence an expectation on the part of the seller that the securities will decline in value, and therefore have the potential to signal to the market that the seller lacks confidence in the Company's prospects. In addition, short sales may reduce a seller's incentive to seek to improve the Company's performance. For these reasons, short sales of Company Securities at any time are prohibited by this Policy. In addition, Section 16(c) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") prohibits officers and directors from engaging in short sales. (Short sales arising from certain types of hedging transactions are governed by the paragraph below captioned "Hedging Transactions.")

Publicly-Traded Options. Given the relatively short term of publicly-traded options, transactions in options may create the appearance that a director, officer or employee is trading based on material nonpublic information and focus a director's, officer's or other employee's attention on short-term performance at the expense of the Company's long-term objectives. Accordingly, transactions in put options, call options or other derivative securities, on an exchange or in any other organized market at any time are prohibited by this Policy. (Option positions arising from certain types of hedging transactions are governed by the next paragraph below.)

Hedging Transactions. Hedging or monetization transactions can be accomplished through a number of possible mechanisms, including through the use of financial instruments such as prepaid variable forwards, equity swaps, collars and exchange funds. Such hedging transactions may permit a director, officer or employee to continue to own Company Securities obtained through employee benefit plans or otherwise, but without the full risks and rewards of ownership. When that occurs, the director, officer or employee may no longer have the same objectives as the Company's other shareholders. Therefore, the Company prohibits you from engaging in such transactions at any time.

Margin Accounts and Pledged Securities. Securities held in a margin account as collateral for a margin loan may be sold by the broker without the customer's consent if the customer fails to meet a margin call. Similarly, securities pledged (or hypothecated) as collateral for a loan may be sold in foreclosure if the borrower defaults on the loan. Because a margin sale or foreclosure sale may occur at a time when the pledgor is aware of material nonpublic information or otherwise is not permitted to trade in Company Securities, directors, officers and other employees are prohibited from holding Company Securities in a margin account or otherwise pledging Company Securities as collateral for a loan. (Pledges of Company Securities arising from certain types of hedging transactions are governed by the paragraph above captioned "Hedging Transactions.")

Standing and Limit Orders. Standing and limit orders (except standing and limit orders under

approved Rule 10b5-1 Plans, as described below) create heightened risks for insider trading violations similar to the use of margin accounts. There is no control over the timing of purchases or sales that result from standing instructions to a broker, and as a result the broker could execute a transaction when a director, officer or other employee is in possession of material nonpublic information. The Company therefore discourages placing standing or limit orders on Company Securities. If a person subject to this Policy determines that they must use a standing order or limit order, the order should be limited to short duration and should otherwise comply with the restrictions and procedures outlined below under the heading "Pre-Clearance & Blackouts—Pre-Clearance Procedures."

PRE-CLEARANCE & BLACKOUTS

The Company has established additional procedures in order to assist the Company in the administration of this Policy, to facilitate compliance with laws prohibiting insider trading while in possession of material nonpublic information, and to avoid the appearance of any impropriety. These additional procedures are applicable only to those individuals described below.

Pre-Clearance Procedures. Individuals holding any position listed on Schedule II ("Covered Persons") may not engage in any transaction in Company Securities without first obtaining pre-clearance of the transaction from the General Counsel. A request for pre-clearance should be submitted to the General Counsel at least two business days in advance of the proposed transaction. The General Counsel is under no obligation to approve a transaction submitted for pre-clearance, and may determine not to permit the transaction. If a person seeks pre-clearance and permission to engage in the transaction is denied, then he or she should refrain from initiating any transaction in Company Securities, and should not inform any other person of the restriction.

When a request for pre-clearance is made, the requestor should carefully consider whether he or she may be aware of any material nonpublic information about the Company, and should describe fully those circumstances to the General Counsel. The requestor should be prepared to file a Form 4 for the proposed transaction and to comply with SEC Rule 144 and file Form 144, if necessary, at the time of sale. The Company assists its directors and executive officers in completing and filing the appropriate forms and advance notice of the transactions allows the Company to complete these filings on a timely basis.

If a person seeks pre-clearance and permission to engage in the transaction is granted, then such trade must be effected within five business days of receipt of pre-clearance unless an exception is granted. Such person must promptly notify the General Counsel in writing following the completion of the transaction. A person who has not effected a transaction within the time limit may not engage in such transaction without again obtaining pre-clearance of the transaction from the General Counsel.

Quarterly Blackout Periods. Covered Persons may not conduct any transactions involving the Company's Securities (other than as specified by this Policy), during a "Blackout Period" beginning fourteen days prior to the end of each fiscal quarter and ending on the second business day following the date of the public release of the Company's earnings results for that quarter. In other words, these persons may only conduct transactions in Company Securities during the "Window Period" beginning on the second business day following the public release of the Company's quarterly earnings and ending fourteen days prior to the close of the next fiscal quarter. The first quarterly Blackout Period will begin May 5, 2021 and no Blackout Period will apply prior to such time except under the circumstances described under "Interim Earnings Guidance and Event -Specific Blackout Periods."

Interim Earnings Guidance and Event-Specific Blackout Periods. From time to time, an event may occur that is material to the Company and is known by only a few directors, officers and/or employees, such as an M&A transaction or a cybersecurity incident. So long as the event remains material and nonpublic, the persons designated by the General Counsel may not trade Company Securities. In addition, the Company's financial results may be sufficiently material in a particular fiscal quarter that, in the judgment of the General Counsel, designated persons should refrain from trading in Company Securities even sooner than the typical Blackout Period described above. In that situation, the General Counsel may notify these persons that they should not trade in the Company's Securities, without disclosing the reason for the restriction. The existence of an event-specific trading restriction period or extension of a Blackout Period will not be announced to the Company as a whole, and should not be communicated to any other person. Even if the General Counsel has not designated you as a person who should not trade because of an event-specific restriction, you should not trade while aware of material nonpublic information.

Regulation BTR Blackouts. Directors and Section 16 executive officers may also be subject to trading blackouts pursuant to Regulation Blackout Trading Restriction ("Regulation BTR"), under U.S. federal securities laws. In general, and with certain limited exemptions, Regulation BTR prohibits any director or Section 16 executive officer from engaging in certain transactions involving Company Securities during periods when participants are prevented from purchasing, selling or otherwise acquiring or transferring an interest in certain securities held in individual account plans. The rules encompass a variety of pension plans, including Section 401(k) plans, profit-sharing and savings plans, stock bonus plans and money purchase pension plans. Any profits realized from a transaction that violates Regulation BTR are recoverable by the Company, regardless of the intentions of the director or officer effecting the transaction. In addition, individuals who engage in such transactions are subject to sanction by the SEC, as well as potential criminal liability. The Company has provided, or will provide, separate memoranda and other appropriate materials to its directors and executive officers regarding compliance with Regulation BTR. The Company will notify directors and officers if they are subject to a blackout trading restriction under Regulation BTR. Failure to comply with an applicable trading blackout in accordance with Regulation BTR is a violation of law and this Policy. "Section 16

officer" means the Company's president, principal financial officer, principal accounting officer (or if none, the controller), any vice-president of the Company in charge of a principal business unit, division or function (such as sales, administration or finance), and any other officer who performs a policy-making function, as determined from time to time by the Board, or any other person who performs similar policy-making functions of the Company, as determined from time to time by the Board. Officers of the Company's subsidiaries shall also be deemed officers of the Company if they perform policy-making functions for the Company, as determined from time to time by the Board.

No "Safe Harbors." There are no unconditional "safe harbors" for trades made at particular times, and all persons subject to this Policy should exercise good judgment at all times. Even when a quarterly blackout period is not in effect, you may be prohibited from engaging in transactions involving the Company Securities because you possess material nonpublic information, are subject to a special blackout period or are otherwise restricted under this Policy

Exceptions. The quarterly trading restrictions and event-driven trading restrictions do not apply to those transactions to which this Policy does not apply, as described below under the heading "Transactions Under Company Plans" and "Gifts of Securities; Mutual Fund Transactions.". Further, the requirement for pre-clearance, the quarterly trading restrictions and event-driven trading restrictions do not apply to transactions conducted pursuant to approved Rule 10b5-1 plans, described under the heading "Rule 10b5-1 Plans".

TRANSACTIONS UNDER COMPANY PLANS

This Policy does not apply in the case of the following transactions, except as specifically noted:

1. Stock Option Exercises. This Policy does not apply to the exercise of an employee stock option acquired pursuant to the Company's plans, or to the exercise of a tax withholding right pursuant to which a person has elected to have the Company withhold shares subject to an option to satisfy tax withholding requirements. This Policy does apply, however, to the underlying stock or to any sale of stock as part of a broker-assisted cashless exercise of an option, or any other market sale for the purpose of generating the cash needed to pay the exercise price of an option.

2. Restricted Stock Awards. This Policy does not apply to the vesting of restricted stock, or the exercise of a tax withholding right pursuant to which you elect to have the Company withhold shares of stock to satisfy tax withholding requirements upon the vesting of any restricted stock. The Policy does apply, however, to any market sale of shares in connection with such vesting.

3. 401(k) Plan. This Policy does not apply to purchases of Company Securities in the Company's 401(k) plan resulting from your periodic contribution of money to the plan

pursuant to your payroll deduction election. This Policy does apply, however, to certain elections you may make under the 401(k) plan, including: (a) an election to increase or decrease the percentage of your periodic contributions that will be allocated to the Company stock fund; (b) an election to make an intra-plan transfer of an existing account balance into or out of the Company stock fund; (c) an election to borrow money against your 401(k) plan account if the loan will result in a liquidation of some or all of your Company stock fund balance; and (d) an election to pre-pay a plan loan if the pre-payment will result in allocation of loan proceeds to the Company stock fund.

4. Employee Stock Purchase Plan. This Policy does not apply to purchases of Company Securities in any employee stock purchase plan resulting from your periodic or lump sum contribution of money to the plan pursuant to the election you made at the time of your enrollment in such plan. This Policy does apply, however, to your initial election to participate in such plan, changes to your election to participate in such plan for any enrollment period, and to your sales of Company Securities purchased pursuant to such plan.

5. Dividend Reinvestment Plan. This Policy does not apply to purchases of Company Securities under any Company dividend reinvestment plan resulting from your reinvestment of dividends paid on Company Securities. This Policy does apply, however, to voluntary purchases of Company Securities resulting from additional contributions you choose to make to such dividend reinvestment plan, and to your election to participate in the plan or change your level of participation in such plan. This Policy also applies to your sale of any Company Securities purchased pursuant to such plan.

GIFTS OF SECURITIES; MUTUAL FUND TRANSACTIONS

Bona fide gifts are not transactions subject to this Policy, unless the person making the gift has reason to believe that the recipient intends to sell the Company Securities while the officer, employee or director is aware of material nonpublic information, or the person making the gift is subject to the trading restrictions specified below under the heading "Pre-Clearance & Blackouts—Pre-Clearance Procedures" and the sales by the recipient of the Company Securities occur during a blackout period.

Further, transactions in mutual funds that are invested in Company Securities are not transactions subject to this Policy.

RULE 10B5-1 PLANS

Rule 10b5-1 under the Exchange Act provides a defense from insider trading liability under Rule 10b-5. In order to be eligible to rely on this defense, a person subject to this Policy must enter into a Rule 10b5-1 plan for transactions in Company Securities that meets certain conditions specified in Rule 10b-5 (a "Rule 10b5-1 Plan"). If the plan meets the requirements of Rule 10b5-

1, Company Securities may be purchased or sold without regard to certain insider trading restrictions. To comply with the Policy, a Rule 10b5-1 Plan must be approved by the General Counsel and meet the requirements of Rule 10b5-1. In general, a Rule 10b5-1 Plan must be entered into at a time when the person entering into the plan is not aware of material nonpublic information. Once the plan is adopted, the person must not exercise any influence over the amount of securities to be traded, the price at which they are to be traded or the date of the trade. The plan must either specify the amount, pricing and timing of transactions in advance or delegate discretion on these matters to an independent third party.

Any Rule 10b5-1 Plan must be submitted for approval five days prior to the entry into the Rule 10b5-1 Plan. No further pre-approval of transactions conducted pursuant to the Rule 10b5-1 Plan will be required.

OTHER LIMITED EXCEPTIONS

Stock Splits, Stock Dividends and Similar Transactions. The trading restrictions under this Policy do not apply to a change in the number of securities held as a result of a stock split or stock dividend applying equally to all securities of a class, or similar transactions.

Change in Form of Ownership. Transactions that involve merely a change in the form in which you own securities are permissible. For example, you may transfer shares to an *inter vivos* trust of which you are the sole beneficiary during your lifetime.

POST-TERMINATION TRANSACTIONS

This Policy continues to apply to transactions in Company Securities even after termination of service to the Company. If an individual is in possession of material nonpublic information when his or her service terminates, that individual may not trade in Company Securities until that information has become public or is no longer material. The pre-clearance procedures specified under the heading "Pre-Clearance & Blackouts—Pre-Clearance Procedures" above, however, will cease to apply to transactions in Company Securities upon the expiration of any Blackout Period or other Company-imposed trading restrictions applicable at the time of the termination of service.

If you are listed on Schedule III, the Section 16 reporting requirements and "short-swing" profit disgorgement provisions may continue to apply to you up to six months after your termination of employment or services. As a result, Section 16 reporting persons should consult with the Company's General Counsel about any continuing Section 16 obligations after the termination of employment or services.

CONSEQUENCES OF VIOLATIONS

The purchase or sale of securities while aware of material nonpublic information, or the disclosure of material nonpublic information to others who then trade in the Company's Securities, is prohibited by federal and state laws. Insider trading violations are pursued vigorously by the SEC, U.S. Attorneys and state enforcement authorities as well as authorities in foreign jurisdictions.

Punishment for insider trading violations is severe, and could include significant fines and imprisonment. As of the effective date of this Policy, potential penalties for insider trading violations under U.S. federal securities laws include:

- damages in a private lawsuit;
- disgorging any profits made or losses avoided;
- imprisonment for up to 20 years;
- substantial criminal fines of up to $5 million;
- substantial civil fines up to three times the profit gained or loss avoided;
- a bar against serving as an officer or director of a public company; and
- an injunction against future violations.

Civil and criminal penalties also apply to tipping. The SEC has imposed large penalties in tipping cases even when the disclosing person did not trade or gain any benefit from another person's trading.

While the regulatory authorities concentrate their efforts on the individuals who trade, or who tip inside information to others who trade, the federal securities laws also impose potential liability on companies and other "controlling persons" if they fail to take reasonable steps to prevent insider trading by company personnel. As of the effective date of this policy, the penalty for "controlling person liability" includes civil fines, as well as potential criminal fines and imprisonment. If the Company has a reasonable basis to conclude that an employee, officer, director, or consultant has failed to comply with this Policy, such person may be subject to disciplinary action by the Company, up to and including dismissal for cause if the person is an employee or officer, or subject to termination of services if the person is a director or consultant, regardless of whether or not failure to comply with this Policy results in a violation of law. It is not necessary for the Company to wait for the filing or conclusion of any civil or criminal action against an alleged violator before taking disciplinary action. In addition, the Company may give stop transfer and other instructions to the Company's transfer agent to enforce compliance with this Policy.

In addition, an individual's failure to comply with this Policy may subject the individual to

Company-imposed sanctions, including dismissal for cause, whether or not the employee's failure to comply results in a violation of law. Needless to say, a violation of law, or even an SEC investigation that does not result in prosecution, can tarnish a person's reputation and irreparably damage a career.

COMPLIANCE WITH SECTION 16 OF THE SECURITIES EXCHANGE ACT

Obligations under Section 16 ("Section 16") of the Exchange Act. Section 16, and the related rules and regulations, set forth (i) reporting obligations, (ii) limitations on "short-swing" transactions and (iii) limitations on short sales and other transactions applicable to directors, officers, large shareholders and certain other persons. The Company has determined that those persons listed on Schedule III are required to comply with Section 16 of the Exchange Act, and the related rules and regulations, because of their positions with the Company. The General Counsel may amend Schedule III from time to time as appropriate to reflect the election of new officers or directors, any change in the responsibilities of officers or other employees and any promotions, demotions, resignations or departures. Schedule III is not necessarily an exhaustive list of persons subject to Section 16 requirements at any given time. Even if you are not listed on Schedule III, you may be subject to Section 16 reporting obligations because of your shareholdings, for example. Note that executive officers, as referred to in this section, refer to the specific definition of "officers" in Section 16.

Notification Requirements to Facilitate Section 16 Reporting. To facilitate timely reporting of transactions pursuant to Section 16 requirements, each person subject to Section 16 reporting requirements must provide, or must ensure that his or her broker provides, the Company with detailed information (e.g., trade date, number of shares, exact price, etc.) regarding his or her transactions involving the Company Securities, including gifts, transfers, pledges and transactions pursuant to a trading plan, both prior to (to confirm compliance with pre-clearance procedures, if applicable) and promptly following execution.

Personal responsibility. The obligation to file Section 16 reports, and to otherwise comply with Section 16, is personal. The Company is not responsible for the failure to comply with Section 16 requirements.

COMPANY ASSISTANCE

Any person who has a question about this Policy or its application to any proposed transaction may obtain additional guidance from the Legal Department, who can be reached by e-mail at pbokota@hydrafacial.com.

ADDITIONAL INFORMATION

Delivery of this Policy. This Policy will be delivered to all directors, officers, employees and

agents, such as consultants, independent contractors, or other outside personnel retained by the Company who may obtain material nonpublic information about the Company, when they commence service with the Company. In addition, this Policy (or a summary of this Policy) will be circulated periodically. Each director, officer and employee, and such agents of the Company, are required to acknowledge that he or she understands this Policy.

Amendments. We are committed to continuously reviewing and updating our policies and procedures. The Company therefore reserves the right to amend, alter or terminate this Policy at any time and for any reason, subject to applicable law. A current copy of the Company's policies regarding insider trading may be obtained by contacting the General Counsel.

The policies in this Insider Trading Policy do not constitute a complete list of Company policies or a complete list of the types of conduct that can result in discipline, up to and including discharge.

SCHEDULE I

INDIVIDUALS SUBJECT TO QUARTERLY BLACKOUT PERIODS

All members of the Board of Directors of the Company
All officers of the Company
All employees of the Company

SCHEDULE II

INDIVIDUALS SUBJECT TO PRE-CLEARANCE REQUIREMENTS

All officers, employees with the title of "director" or higher and all members of the Board of Directors of the Company
Independent contractors/consultants with access to sensitive financial data

SCHEDULE III

INDIVIDUALS SUBJECT TO SECTION 16 REPORTING AND LIABILITY PROVISIONS

(As updated by the General Counsel on May 5, 2021)

1. DIRECTORS

Name	Title(s)
Brenton L. Saunders	Executive Chairman
Michael D. Capellas	Director
Dr. Julius Few	Director
Michelle Kerrick	Director
Brian Miller	Director
Doug Schillinger	Director
Clint Carnell	Director

2. OFFICERS (including officers who are also directors)

Name	Title(s)
Clint Carnell	Chief Executive Officer
Liyuan Woo	Chief Financial Officer
Daniel Watson	Executive Vice-President Sales

THE BEAUTYHEALTH COMPANY

REGULATION FD POLICY

Effective as of May 4, 2021

The Beauty Health Company (the "Company") is committed to providing timely, orderly, accurate, full and fair disclosure of information about the Company, its business and financial results to securities market professionals and holders of the Company's securities on a non-selective basis consistent with legal and regulatory requirements, including the Securities and Exchange Commission's (the "SEC") Regulation Fair Disclosure ("Regulation FD"). The Company's management also believes that it is in the Company's best interests to maintain an active and open dialogue with its securityholders and potential investors, consistent with legal and regulatory requirements.

Regulation FD prohibits the selective disclosure of "material nonpublic information" (as defined below in "Public Disclosure of Material Information") to certain enumerated persons. The regulation is intended to eliminate situations where a company may disclose important nonpublic information to certain persons before disclosing the information to the general public.

Regulation FD requires that, whenever the Company (or a person acting on its behalf) intentionally discloses material nonpublic information to an Enumerated Person (as defined below, including broker-dealers, analysts and security holders), the Company must simultaneously disseminate the information to the public.

The Company's policy is to comply with all applicable periodic reporting and disclosure requirements established by the SEC, including Regulation FD. It has been, and will continue to be, the Company's practice to disclose material information about the Company publicly and on a timely basis, as required by law. The Company strictly prohibits the selective disclosure of material nonpublic information by the Company or any person acting on the Company's behalf to an Enumerated Person.

If the Company learns that it has unintentionally disclosed material nonpublic information, it must publicly disseminate the information in accordance with the procedure outlined in "Public Dissemination of Selective Disclosure."

The above policy does not apply when disclosure is made to:

1. A person who owes a duty of trust or confidence to the Company (such as an attorney, investment banker or accountant);

2. A person who enters into a confidentiality agreement with the Company; or

3. A person in connection with certain securities offerings registered under the Securities Act of 1933, as amended, if made pursuant to a filed registration statement or prospectus contained therein or certain other approved communications or notices issued in connection therewith.

This Policy applies to all employees, including every director and officer, and to independent contractors and consultants of the Company and its subsidiaries.

ACTIVITIES AFFECTED BY THIS POLICY

Examples of activities affected by this policy include:

- quarterly earnings releases and related conference calls;
- speeches, interviews and conferences;
- providing or reaffirming "guidance" as to the Company's performance or results;
- providing any "forward-looking" comments or statements;
- responding to market rumors;
- contacts with financial analysts covering the Company;
- reviewing analyst reports and similar materials;
- referring to or distributing analyst reports on the Company;
- analyst and investor visits;
- postings on our website; and
- social media communications, including through corporate blogs, employee blogs, chat boards, Facebook, Instagram, Snapchat, Twitter and other non-traditional means of communication.

AUTHORIZED SPOKESPERSONS

The only persons authorized to speak on behalf of the Company to Enumerated Persons are the Company's Chairman, Chief Executive Officer, Chief Financial Officer and other senior officers who may act as spokespersons on behalf of the Company only when designated in writing by the Company's Chairman, Chief Executive Officer or Chief Financial Officer (each an "Authorized Spokesperson").

To the extent practicable, Authorized Spokespersons should contact an appropriate person in the Finance and Legal Departments before having conversations with any Enumerated Person in order to review as much of the substance of the intended communication as possible, including slides and other prepared materials. In addition, to the extent practicable, all Authorized

Spokespersons should be accompanied by a representative of the Investor Relations Department[1] at such conversations.

The Authorized Spokespersons will undertake to:

1. Review and approve the Company's public statements prior to their release;

2. Decide when information should remain confidential and when information should be released publicly;

3. Notify the Nasdaq Capital Market ("Nasdaq") at least ten minutes prior to the public release of material information if such information is released during trading hours. If the release is made outside of trading hours, notify Nasdaq at least ten minutes prior to the next opening of trading hours.

4. Make the public disclosure of information by furnishing to or filing with the SEC a current report on Form 8-K disclosing the information or by disseminating the information through another method (or combination of methods) of disclosure that is reasonably designed to provide broad, non-exclusionary distribution of the information to the public (such as a press release, another SEC filing or a conference call with adequate public notice).

5. Regularly review past public statements and determine whether any updating or correction is appropriate; and

6. Periodically identify the individuals that are considered to be Senior Officials, as defined below, under Regulation FD and ensure that these individuals clearly understand this Policy, the requirements of Regulation FD and their obligation to act if they learn of any non-intentional violation of Regulation FD.

An Authorized Spokesperson may designate others to speak on behalf of the Company or speak with respect to particular topics or specific inquiries when necessary. If an Authorized Spokesperson does designate another to speak on behalf of or in conjunction with him or her, it is essential that the Investor Relations Department and the General Counsel is aware of the information being disseminated.

No employee, agent or representative of the Company is authorized to communicate any information about the Company that is material and nonpublic except in accordance with Regulation FD including (i) through public disclosure approved in advance by an Authorized Spokesperson or (ii) for legitimate business purposes pursuant to a non-disclosure or other confidentiality agreement.

[1] To the extent Company does not have an internal Investor Relations department, references to Investor Relations shall include any employees of the Company that have explicit responsibility to handle investor relations or an external firm contracted to fulfill this function.

ENUMERATED PERSONS

Regulation FD prohibits selective disclosure to certain specified persons, including (a) broker-dealers and persons associated with them, including investment analysts, and affiliated persons; (b) investment advisers, certain institutional investment managers, and their associated persons, including buy-side analysts, and affiliated persons; (c) investment companies, hedge funds, and affiliated persons; and (d) any securityholder under circumstances in which it is reasonably foreseeable that the securityholder will purchase or sell securities on the basis of the information (collectively, "Enumerated Persons").

Communications in the ordinary course within the Company among directors, officers or employees on matters that are related to the Company are not covered by Regulation FD.

Communications in the ordinary course of business with customers, suppliers or strategic partners, as well as communications with the press, news organizations, rating agencies or the government, are not covered by Regulation FD.

DAY-TO-DAY COMMUNICATIONS

Inquiries from analysts, securityholders and other Enumerated Persons received by any director, officer or employee other than an Authorized Spokesperson as expressly defined above should be forwarded to the head representative of the Investor Relations Department, an Authorized Spokesperson, or the Company's designated investor relations firm (or such other firm identified on the Company's website, Investors.beautyhealth.com. Under no circumstances should any attempt be made to handle these inquiries without prior authorization from an Authorized Spokesperson.

If practicable, planned conversations should include a designated representative of the Investor Relations Department and should, if practicable, include a second person. It should be determined in advance whether it is intended that any material nonpublic information be disclosed. If so, the material nonpublic information should be disclosed prior to, or simultaneously with, the planned conversation by the issuance of a press release, the filing or "furnishing" of a report on a Form 8-K, both, or other means reasonably designed to provide broad, non-exclusionary distribution of the information to the public. Nasdaq should be notified at least ten minutes prior to the release of material information if such information is released during trading hours. If the release is made outside of trading hours, Nasdaq should be notified at least ten minutes prior to the next opening of trading hours. The means of distribution must not be made simply through a posting on the Company's website or disclosing at a shareholder's meeting without any further action. The public disclosure of information should be made by furnishing to or filing with the SEC a current report on Form 8-K disclosing the information or by disseminating the information through another method (or combination of methods) of disclosure that is reasonably designed to provide broad, non-exclusionary distribution of the information to the public (such as a press release, another SEC filing or a conference call with adequate public notice).

The Investor Relations Department will periodically circulate key public statements to the Authorized Spokespersons to ensure awareness of information in the public domain.

PUBLIC DISCLOSURE OF MATERIAL INFORMATION

Whenever an Authorized Spokesperson plans to disclose or discuss nonpublic Company information with anyone who is or may be an Enumerated Person, prior to such disclosure, the Authorized Spokesperson must, in consultation with the Legal Department and other departments as appropriate, determine whether the nonpublic Company information is material.

Materiality is not a specifically defined term, but the established standard for materiality is whether (i) there is a substantial likelihood that the information, if known, would be viewed by the reasonable investor as important in making an investment decision, or (ii) the information, if made public, likely would affect the market price of a company's securities. Both positive and negative information may be material. Information may be material, even if it relates to future, speculative or contingent events and even if it is significant only when considered in combination with publicly available information. Material information can be conveyed by non-verbal communication, such as through tone, emphasis or demeanor, as well as "code words" and "winks and nods." Possible material information or events include, but are not limited to:

- projections of future operating or financial performance, including sales bookings, revenues, earnings or losses, or other operating or financial guidance;
- changes to previously announced financial or operating guidance, or the decision to suspend guidance;
- information about historical or current operating and financial results which have not yet been publicly disclosed;
- a pending or proposed merger, acquisition or tender offer;
- a pending or proposed acquisition or disposition of a significant asset;
- a pending or proposed joint venture;
- a Company restructuring;
- significant related party transactions;
- a change in dividend policy, the declaration of a stock split, an offering of additional securities, or other events regarding Company's securities (collectively referred to in this policy as "Company Securities");
- bank borrowings or other financing transactions out of the ordinary course;
- the establishment of a repurchase program for Company Securities;
- a change in the Company's pricing or cost structure;
- major marketing changes;
- a change in management;
- a change in auditors or notification that the auditor's reports may no longer be relied upon;
- development of a significant new product, process, or service;
- the gain or loss of a significant customer or supplier;

- significant events concerning the Company's physical assets;
- pending or threatened significant litigation, or the resolution of such litigation;
- regulatory approvals or changes in regulations and any analysis of how they affect the Company;
- impending bankruptcy or the existence of severe liquidity problems;
- significant cybersecurity incidents; and
- the imposition of a ban on trading in Company Securities or the securities of another company.

If the determination is made that the information to be disclosed is material, the information must be disclosed via a means reasonably designed to provide broad, non-exclusionary distribution to the public (e.g., a press release or Form 8-K) before or at the same time that the information is disclosed to the Enumerated Person.

A posting on the Company's website with no further action will not suffice as a means reasonably designed to provide broad, non-exclusionary distribution to the public. The public disclosure may either disclose the material information or, if it is issued prior to disclosure to the Enumerated Person, may disclose that a conference call and/or webcast will be held to disclose the information. The public must be given adequate advance notice of any conference call and/or webcast and the means of accessing it. If a meeting or conference call is to be held after the issuance of a press release to give analysts or major securityholders an opportunity to seek more information, the press release shall be released at least three days in advance or as soon as the meeting or call is planned, if later. The release shall announce such meeting or call and provide information including the date, time, subject matter, telephone number and webcast URL for the meeting or call. The meeting or call shall be open to analysts, media representatives, and the general public. Notwithstanding the foregoing, any such meeting or call held for the purpose of providing immaterial information shall not be subject to the requirements of this paragraph.

If a director, officer or an employee of the Company learns of information that causes him or her to believe that a disclosure may have been misleading or inaccurate when made or may no longer be true, such person should report that information immediately to the Legal Department.

EARNINGS CALLS

Adequate advance public notice of at least three days shall be given of any quarterly earnings conference calls and/or webcasts. Notice shall include a press release issued to all major news wires and a posting on the Company's website with information including the date, time, subject matter, telephone number and webcast URL for the earnings call.

A quarterly earnings conference call and/or webcast must be open to analysts, media representatives and the general public. Any such conference call must be recorded and a

recording of the call maintained by the Company for at least 12 months. Web replay of such a call must be available for at least seven days after the conference call.

The Company may allow a limited group to ask questions on the earnings call and/or webcast, as long as all listeners can hear the questions and answers.

The Company will make certain that the oral forward-looking statement safe harbor is recited at the beginning of the call or webcast and included on the tape so that the date of the information discussed in the call or webcast is unmistakable to listeners of the archived material. This practice reinforces the historical nature of the information discussed in the call or webcast.

The Company will include forward-looking statement safe harbor language for written communications on its website when the archived webcast becomes written.

GUIDANCE

Neither the Company nor any employee of the Company will give earnings guidance in any form or manner (including "soft" or indirect guidance) in nonpublic settings. To the extent practicable, Company representatives, including at least one member of the Investor Relations Department will be present during any analyst calls or meetings.

Any statements regarding earnings expectations will be limited only to press release and publicly available earnings calls. Reaffirmation of previously issued guidance may constitute new material information.

No Authorized Spokesperson shall provide "comfort" with respect to an earnings estimate or otherwise "walk the Street" up or down (i.e., suggest adjustments to an analyst's estimates). If an analyst inquires as to the reliability of a previously, publicly disseminated projection, the spokesperson should follow the "no comment" policy detailed below.

QUIET PERIOD

Other than publicly disseminated statements, the Company will observe a "Quiet Period," during which the Company shall not have any discussions with any Enumerated Person with respect to any matters relating to the Company's earnings or other financial results for the period. The quiet period will begin fourteen days prior to the end of each fiscal quarter and end following the public release of the Company's earnings results for that quarter.

ANALYST REPORTS

Analyst reports and earnings models may only be reviewed to correct errors that can be corrected by referring to publicly available, historical, factual information or to correct any mathematical errors. No other analyst feedback or guidance on earnings models may be communicated to an analyst.

No Company employee should distribute copies of, or refer to, selected analysts' reports to anyone outside the Company. This is consistent with the Company's intention not to adopt any particular analyst report.

ANALYST MEETINGS/INVESTMENT BANKER CONFERENCES/ROADSHOWS

This policy will apply to communications between Authorized Spokespersons and Enumerated Persons at analyst meetings, investment banker conferences, and roadshows (other than roadshows undertaken in connection with a public offering of Company Securities that are not subject to Regulation FD). Accordingly, prior to the meeting, conference, or roadshow, such communications must be reviewed and approved by the Legal Department and the Investor Relations Department, and the Company must disclose either through a press release accompanied by a Form 8-K, an open conference call or a webcast, or any combination of these methods, any material information that is not already public and which may be discussed or presented at the meeting, conference or roadshow. Authorized Spokespersons should adhere to the script and not disclose any material non-public information about the Company during any "break-out" or question-and-answer sessions.

If it is determined that material nonpublic information may have been disclosed unintentionally during the meeting, conference or roadshow, the Legal Department should be notified immediately. If the General Counsel, in consultation with other departments as appropriate, determines that an inadvertent disclosure of material nonpublic information has occurred, a press release or Form 8-K will be issued disclosing the information as soon as reasonably practicable (but in no event after the later of 24 hours or the commencement of the next day's trading on Nasdaq).

USE OF SOCIAL NETWORKS

Use of social networks, including corporate blogs, employee blogs, chat boards, Facebook, Instagram, Twitter and the like, to disclose material, nonpublic information is considered selective disclosure and would violate this policy.

RUMORS: NO COMMENT POLICY

The Company will not comment on market rumors in the normal course of business. When it is learned that rumors about the Company are circulating, Authorized Spokespersons should state only that it is Company policy to not comment on rumors. If a market rumor is causing significant volatility in the Company's stock, or if Nasdaq asks for a definitive response to a market rumor, the Authorized Spokespersons will consider, along with the General Counsel, the matter and decide whether to make a publicly disclosed response to the market rumor. If the source of the rumor is found to be internal, the General Counsel shall determine the appropriate response. The Authorized Spokespersons should follow a "no comment" policy with respect to any question that the Authorized Spokesperson feels is inappropriate. The Authorized Spokespersons should be aware that the Company cannot escape responsibility for statements that are made "in confidence" or "off the record."

CONFIDENTIALITY AGREEMENTS

Under Regulation FD, the Company may disclose material non-public information to an Enumerated Person without being required to make simultaneous public disclosure of the information if the Company secures a confidentiality agreement from the Enumerated Person. Circumstances in which the Company should obtain confidentiality agreements include:

1. where practical, immediately following an unintentional disclosure;

2. where the Company brings analysts "over the wall" so that they may be prepared to address a Company development; and

3. where the Company is engaging in the sale of securities in a private placement or exploring a potential transaction with investors.

The Company will observe the following procedures whenever requesting that an Enumerated Person enter into a confidentiality agreement with the Company: (a) an Authorized Spokesperson and the Legal Department must approve the disclosure of the information and the form of confidentiality agreement to be used; (b) the confidentiality agreement typically should be in writing; and (c) if the confidentiality agreement is oral, the recipient of the confidentiality agreement will request acknowledgment by e-mail from the other party to the agreement and will memorialize the agreement in a memorandum to the Legal Department.

PUBLIC DISSEMINATION OF SELECTIVE DISCLOSURE

In the event of any selective disclosure of material nonpublic information by the Company or any person acting on the Company's behalf to an Enumerated Person, the Company must "publicly disclose" through its Authorized Spokespersons the information as follows:

- If the disclosure is made ***intentionally***, the public disclosure must be made ***simultaneously*** with the selective disclosure.

- If the disclosure was made ***unintentionally***, the public disclosure must be made ***promptly*** after the selective disclosure.

A selective disclosure of material nonpublic information is "intentional" when the person making the disclosure either (1) knows or (2) is reckless in not knowing, that the information he or she is communicating is both material and nonpublic. "Promptly" means as soon as reasonably practicable (but in no event after the later of 24 hours or the commencement of the next day's trading on Nasdaq) after any member of the board of directors, executive officer, investor relations or corporate communications officer or other person with similar functions (each a "Senior Official") of the Company learns that there has been an unintentional disclosure by the Company or a person acting on behalf of the Company of information that the Senior Official knows, or is reckless in not knowing, is both material and nonpublic.

The Company will make the "public disclosure" of information required above by furnishing to or filing with the SEC a current report on Form 8-K disclosing the information or by disseminating the information through another method (or combination of methods) of disclosure that is reasonably designed to provide broad, non-exclusionary distribution of the information to the public (such as a press release, another SEC filing or a conference call with adequate public notice). Posting new information solely on the Company's website is generally not a sufficient method of public disclosure at this time. However, the use of the Company's website can be a component in an effective disclosure process. The Company must also be careful to not deviate from usual practices when making public disclosure.

POTENTIAL UNINTENTIONAL DISCLOSURE PROCESS

If in a one-on-one meeting, phone call or nonpublic meeting or conference, an Authorized Spokesperson makes a statement which, in retrospect, might be deemed to be material and which has not been previously disclosed, or if any Enumerated Person publishes a note/voice mail/fax which appears to move the market after discussion with one of the Company's Authorized Spokespersons, the Company shall call an immediate meeting or conference call with the General Counsel. The Company may have a very short time (usually less than 24 hours) to determine whether Regulation FD requires disclosing such information to the public.

1. Debriefing. The Authorized Spokesperson who made the comment and spoke with the Enumerated Person will debrief the General Counsel to help the participants: (i) understand what was said, (ii) understand the context of the discussion and (iii) make an initial determination whether any information may have been disclosed that is potentially material and has not been previously disclosed.

2. Disclosure Procedure. If the General Counsel determines that potentially material nonpublic information was disclosed:

    i. the General Counsel will consult with the Company's outside securities counsel, if determined to be necessary or appropriate;

    ii. the Company will either furnish or file with the SEC a Current Report on Form 8-K that includes the information that was disclosed or will otherwise publicly disclose such information (in accordance with Regulation FD as discussed above) as soon as reasonably practicable (but in no event after the later of 24 hours or the commencement of the next day's trading on Nasdaq) after a Senior Official of the Company learns that there has been an unintentional disclosure by the Company or a person acting on behalf of the Company of information that the General Counsel knows is both material and nonpublic; and

    iii. the General Counsel will decide whether a press release is appropriate and, if appropriate, will work with the Company to ensure that a press release is issued.

VIOLATION OF THIS POLICY

Violations of Regulation FD are subject to SEC enforcement action, which may include an administrative action seeking a cease-and-desist order, or a civil action against the Company or an individual seeking an injunction and/or civil money penalties. Any violation of this policy by a director or employee shall be brought to the attention of the General Counsel and may constitute grounds for termination of service.

THE BEAUTYHEALTH COMPANY

RELATED PARTY TRANSACTIONS POLICY

Effective as of May 4, 2021

Under The Beauty Health Company's (the "Company") Code of Ethics, employees, officers, and directors must report to the General Counsel any activity that would cause or appear to cause a conflict of interest on his or her part. The Board of Directors (the "Board") of the Company recognizes that certain transactions present a heightened risk of conflicts of interest or the perception thereof. Therefore, the Board has adopted this Related Party Transactions Policy (the "Policy") to ensure that all Related Party Transactions (as defined below) shall be subject to review, approval, or ratification in accordance with the procedures set forth below.

DEFINITIONS

For purposes of this Policy, the following terms shall have the following meanings:

"Immediate Family Member" means any child, stepchild, parent, stepparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law of a person, and any person (other than a tenant or an employee) sharing the household of such person.

"Related Party" means:

1. any person who is or was (since the beginning of the last fiscal year for which the Company has filed an annual report on Form 10-K and proxy statement, even if such person does not presently serve in that role) an executive officer, director, or nominee for director of the Company;

2. any shareholder that beneficially owns more than 5% of any class of the Company's voting securities;

3. an Immediate Family Member of any such person; or

4. an entity that is, directly or indirectly, owned or controlled by a person listed in 1, 2 or 3 above;

5. an entity in which a person listed in 1, 2 or 3 above serves as an executive officer[1] or principal or in a similar position, or in the case of a partnership, serves as a general partner or holds any position other than that of a limited partner;

6. an entity in which a person listed in 1, 2 or 3 above, *together with all other persons specified in 1, 2, and 3 above*, owns *10%* or more of the equity interest, or in the case of a partnership, *10%* or more of the interest; or

7. an entity at which a person listed in 1, 2 or 3 above is employed if (a) the person is directly involved in the negotiation of the Related Party Transaction or will have or share primary responsibility at such entity for the performance of the Related Party Transaction (as defined below), or (b) the person's compensation from the entity is directly tied to the Related Party Transaction.

"Related Party Transaction" means any transaction, arrangement, or relationship, or any series of similar transactions, arrangements, or relationships with a Related Party, in which:

1. the Company is or will be a participant;

2. the aggregate amount involved will or may be expected to exceed $120,000 in any fiscal year; and

3. any Related Party has or will have a direct or indirect material interest.

This also includes any material amendment or modification to an existing Related Party Transaction.

The following are not Related Party Transactions:

1. a transaction involving ordinary course compensation of directors for serving on the board of directors of the Company;

2. a transaction involving compensation of an executive officer or involving an employment agreement, severance arrangement, change in control provision or agreement or special supplemental benefit of an executive officer in his or her capacity as an executive officer of the Company;

3. a transaction with a Related Party involving less than $120,000;

[1] For purposes of this clause 5: officers and employees of a general partner that performs policymaking functions for a limited partnership are deemed to be executive officers of that limited partnership; officers and employees of a managing member or manager that performs policymaking functions for a limited liability company are deemed to be executive officers of that limited liability company; and officers and employees of a trustee that performs policymaking functions for a trust are deemed to be executive officers of that trust.

4. a transaction in which the interest of the Related Party arises solely from the ownership of a class of the Company's securities and all holders of that class receive the same benefit on a pro rata basis;

5. a transaction involving indemnification or advancement payments and payments under directors and officers insurance policies, whether made pursuant to the Company's certificate of incorporation or by-laws or pursuant to any policy, agreement or instrument;

6. any transaction with another company with which a Related Party's only relationship is as a current employee of the other company, if the aggregate amount involved does not exceed the greater of $200,000 or 5% of that other company's total consolidated gross revenues;

7. any charitable contribution, grant or endowment by the Company to a charitable organization, foundation or university with which a Related Party's only relationship is as (a) an executive officer or a director as long as the aggregate amount involved does not exceed the greater of $10,000 or 5% of the charitable organization's total consolidated gross revenues or (b) an employee (other than an executive officer) or a director; or

8. a transaction that involves services that are provided by the Company or one of its subsidiaries in the ordinary course of its business on standard terms and conditions where the aggregate amount to be paid by the Related Party is less than $20.

IDENTIFICATION OF RELATED PARTIES

Directors, Executive Officers and Nominees. On an annual basis, each director and executive officer shall submit to the General Counsel the following information:

1. a list of his or her Immediate Family Members;

2. for each person listed and, in the case of a director, for the director, the person's employer and job title or brief job description;

3. for each person listed and the director or executive officer, each firm, corporation or other entity in which such person is a general partner or principal or in a similar position or in which such person has a 10% or greater beneficial ownership interest; and

4. for each person listed and the director or executive officer, each charitable or non-profit organization for which the person is actively involved in fundraising or otherwise serves as a director, trustee or in a similar capacity.

Any person nominated to stand for election as a director shall submit to the General Counsel the information described above no later than the date of his or her nomination.

Any person who is appointed as a director or an executive officer shall submit to the General Counsel the information described above prior to such person's appointment as a director or executive officer, except in the case of an executive officer where as a result of the circumstances it is not practicable to submit the information in advance, in which case the information shall be submitted as soon as reasonably practicable following the appointment.

Directors and executive officers are expected to notify the General Counsel of any updates to the list of Related Parties, their employment and relationships with charitable organizations. Generally this would include notification of the marriage of the director or executive officer, or the marriage of their Immediate Family Members.

Five Percent Owners. At the time the Company becomes aware of a person's status as a beneficial owner of more than 5% of any class of the Company's voting securities, and annually thereafter for so long as such ownership status is maintained, the General Counsel shall request (a) if the person is an individual, the same information as is requested of directors and executive officers under this policy and (b) if the person is a firm, corporation or other entity, a list of the principals or executive officers of the firm, corporation or entity.

UPDATING RELATED PARTIES LIST

The General Counsel, on an annual basis, by examining filings with the Securities and Exchange Commission ("SEC") and through the use of internet search engines and a review of applicable websites, shall, if necessary, update the lists provided by directors, executive officers, nominees and 5% owners (or create lists if no list was provided) to reflect changes in family, changes in employment, and the addition of new parent companies, subsidiaries and sibling companies, as well as any updated information provided by the directors, executive officers, nominees and 5% owners. Copies of such updated lists will be provided to the relevant directors and executive officers.

DISSEMINATION OF RELATED PARTIES MASTER LIST

The General Counsel shall compile the information collected pursuant to the procedures described in the preceding section, "Identification of Related Parties," and create a master list of Related Parties. The General Counsel shall distribute the master list (and any updates thereof) to (a) business unit and function/department leaders responsible for purchasing goods or services for the Company or selling the Company's goods or services and (b) the Chief Financial Officer, the Chief Accounting Officer, the Controller, the relevant functional heads of accounts

payable and procurement, and accounts receivable. In addition, the General Counsel shall distribute the portion of the master list containing the names of Immediate Family Members of directors, executive officers and nominees to the director of human resources and the portion of the master list containing the names of charitable and non-profit organizations to the functional head who administers the Company's charitable giving. The recipients of the master list shall utilize the information contained therein, in connection with their respective business units, departments and areas of responsibility, to effectuate this policy.

REVIEW AND APPROVAL PROCEDURES

It is the responsibility of the Audit Committee of the Board (the "Audit Committee") to administer this Policy.

Prior to entering into a transaction that may be a Related Party Transaction, the Related Party (or if the Related Party is an Immediate Family Member of an executive officer or director of the Company, such executive officer or director) shall notify the Company's General Counsel of the facts and circumstances of the proposed transaction. The General Counsel will undertake an evaluation of the transaction to determine if it could constitute a Related Party Transaction, and so would require the approval of the Audit Committee. If the General Counsel determines that it could constitute a Related Party Transaction, the General Counsel will report the Related Party Transaction, together with a summary of the material facts, to the Audit Committee for consideration at the next regularly scheduled Audit Committee meeting.

The Audit Committee shall review all of the relevant facts and circumstances of all Related Party Transactions, satisfy itself that it has been fully informed as to the material facts of the Related Party's relationship and interest and as to the material facts of the proposed Related Party Transaction, determine if the Related Party Transaction is in the best interest of the Company and its shareholders, and either approve or disapprove of the entry into the Related Party Transaction, subject to the exceptions described below. In determining whether to approve or ratify a Related Party Transaction, the Audit Committee shall take the following considerations into account, among other factors it deems appropriate:

1. whether the transaction was undertaken in the ordinary course of business of the Company;

2. whether the Related Party Transaction was initiated by the Company or the Related Party;

3. the availability of other sources of comparable products or services;

4. whether the transaction with the Related Party is proposed to be, or was, entered into on terms no less favorable to the Company than terms that could have been reached with an unrelated third party;

5. the purpose of, and the potential benefits to the Company of, the Related Party Transaction;

6. the approximate dollar value of the amount involved in the Related Party Transaction, particularly as it relates to the Related Party;

7. the Related Party's interest in the Related Party Transaction;

8. the time and expense required as well as the impact on the business to identify, negotiate and evaluate an alternative to the Related Party Transaction; and

9. any other information regarding the Related Party Transaction or the Related Party that would be material to investors in light of the circumstances of the particular transaction.

The Audit Committee, in its sole discretion, may impose such conditions as it deems appropriate on the Company or the Related Party in connection with the approval of the Related Party Transaction.

If a Related Party Transaction involves a Related Party who is a director or an Immediate Family Member of a director, such director may not participate in any discussion or vote regarding approval or ratification of approval of such transaction. However, such director shall provide all material information concerning the Related Party Transaction to the Audit Committee. Such director may be counted in determining the presence of a quorum at a meeting of the Audit Committee that considers such transaction.

If the General Counsel determines it is impractical or undesirable to wait until an Audit Committee meeting to consummate a Related Party Transaction, the Chair of the Audit Committee may review and approve the Related Party Transaction in accordance with the procedures set forth herein. Any such approval (and the rationale for such approval) must be reported to the Audit Committee at the next regularly scheduled Audit Committee meeting.

RATIFICATION

If the Company becomes aware of a Related Party Transaction that has not been approved under this Policy (such as with respect to a non-affiliated stockholder who beneficially owns more than 5% of the equity of the Company), the Related Party Transaction shall be reviewed in accordance with the procedures set forth herein and, if the Audit Committee determines it to be appropriate, ratified at the Audit Committee's next regularly scheduled meeting. In any case where the Audit Committee determines not to ratify a Related Party Transaction that has been commenced without approval, the Audit Committee may direct additional actions including, but not limited to, immediate discontinuation or rescission of the transaction, or modification of the transaction to make it acceptable for ratification.

ONGOING TRANSACTIONS

If a Related Party Transaction will be ongoing, the Audit Committee may establish guidelines for the Company's management to follow in its ongoing dealings with the Related Party. Thereafter, the Audit Committee, on at least an annual basis, shall review and assess ongoing relationships with the Related Party to ensure that they are in compliance with the Audit Committee's guidelines and that the Related Party Transaction remains appropriate.

STANDING PRE-APPROVAL FOR CERTAIN INTERESTED TRANSACTIONS

The Audit Committee has reviewed the types of Related Party Transactions described below and determined that each of the following types of Related Party Transactions shall be deemed to be pre-approved or ratified, as applicable, by the Audit Committee, even if the aggregate amount involved will exceed $120,000, unless specifically determined otherwise by the Audit Committee.

Employment of executive officers. Any employment relationship or transaction involving an executive officer of the Company and any related compensation solely resulting from that employment relationship or transaction if:

1. the related compensation is reported in the Company's proxy statement; or

2. the executive officer is not an Immediate Family Member of another executive officer or director of the Company, the related compensation would be reported in the Company's proxy statement if the executive officer was a "named executive officer", and the Company's Compensation Committee approved (or recommended that the Board approve) such compensation.

Director compensation. Any compensation paid to a member of the Board if the compensation relates solely to serving as a member of the Board and is reported in the Company's proxy statement.

Management services agreement: Payments required to be made pursuant to: (i) the Management Services Agreement made as of December 1, 2016 between Edge Systems, LLC and Linden Manager III LP, as amended.

Certain transactions with other companies. Any transaction with another company at which a Related Party's only relationship is as:

1. a director,

2. a beneficial owner of less than 10%, together with his or her Immediate Family Members, of that company's outstanding equity and the aggregate amount of

the proposed transaction does not exceed the greater of $1,000,000 or two percent of such other company's gross consolidated revenue, or

3. in the case of partnerships, a limited partner, if the limited partner, together with his or her Immediate Family Members, has an interest of less than 10% and the limited partner is not a general partner and does not hold another position in the partnership.

Transactions where all shareholders receive proportional benefits. Any transaction where the Related Party's interest arises solely from the ownership of a class of equity securities of the Company and all holders of that class of equity securities received the same benefit on a pro rata basis (*e.g.*, dividends).

Certain charitable contributions. Any charitable contribution, grant, or endowment by the Company to a charitable organization, foundation or university at which a Related Party's only relationship is as an employee (other than an executive officer), if the aggregate amount involved does not exceed the greater of $200,000 or 5% of the charitable organization's consolidated gross revenues.

Indemnification. Indemnification payments and advancement of expenses made pursuant to the Company's Certificate of Incorporation or Bylaws or pursuant to any agreement.

DISCLOSURE

All Related Party Transactions that are required to be disclosed by the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and related rules and regulations, in the Company's SEC filings, shall be so disclosed in accordance with such laws, rules and regulations.

The material features of this policy shall be disclosed in the Company's annual report on Form 10-K or in the Company's proxy statement, as required by applicable laws, rules and regulations.

GOVERNING PLAYBOOK ACKNOWLEDGEMENT

FOR EMPLOYEES, OFFICERS AND DIRECTORS

I acknowledge that I have reviewed and understand The BeautyHealth Company's Governing Playbook, the Code of Business Conduct and Ethics (the "Code") and all additional policies listed inside of the Governing Playbook and agree to abide by the provisions of the Code and the attached policies. I understand my obligation to comply with this Code and with the law, and my obligation to report to appropriate personnel within the Company any and all suspected violations of this Code or of applicable laws, rules, or regulations. I understand that the Company expressly prohibits any director, officer, or employee from retaliating against any person for reporting suspected violations of the Code or of any laws, rules or regulations. I am familiar with all the resources that are available if I have questions about specific conduct, the Company's policies, or applicable laws, rules, or regulations.

I have received and read The BeautyHealth Company Insider Trading Policy. I understand the standards, obligations and restrictions contained in the Policy and understand that there may be additional standards, obligations, or restrictions specific to my position with The BeautyHealth Company. I agree to comply with the Policy.

If I have questions concerning the meaning or application of the Policy, any other The BeautyHealth Company policies or procedures, or the legal and regulatory requirements applicable to my position with The BeautyHealth Company, I know that I can consult with The BeautyHealth Company's General Counsel, knowing that my questions will be maintained in confidence, consistent with applicable law.

_____

Signature

_____

Name (Printed or typed)

_____

Position

_____

Date