

JH AESTHETICS, LLC

**BAREFACED CLINICAL ADVISORY BOARD MEMBER
CONFIDENTIALITY AGREEMENT**

This Barefaced Clinical Advisory Board Member Confidentiality Agreement (“Agreement”) is entered into this on 25th day of September, 2025, by and between JH Aesthetics, LLC, a South Carolina limited liability company (the “Company”) and you, _____, an individual. You and the Company are individually referred to as a “Party” at _____ (address) and collectively referred to herein as the “Parties.”

RECITALS

A. The Company is engaged in the specialty skincare business as a provider of a variety of skincare products and services, including preventative and restorative skincare solutions.

B. The Company desires to engage you, and you desire to be engaged by the Company, as an independent contractor to render certain services for the Company described below.

C. You and the Company desire to enter into this Agreement whereby you will provide the services described below to the Company pursuant to the terms and conditions set forth herein.

D. Consideration of the terms and conditions set forth herein below, and for other good and valuable consideration, including the material benefits received as a result of your role with the Company and the continuation thereof, and Your receipt of monies now and hereafter to be paid to You by the Company, the sufficiency of which is hereby acknowledged, the Company and You hereby agree as follows:

AGREEMENT

1. SERVICES.

1.1 The Company hereby engages you, and you hereby accept such engagement, as an independent contractor to provide certain services to the Company on the terms and conditions set forth in this Agreement.

1.2 The Company shall not control the manner or means by which you or your employees or contractors perform the Services, including but not limited to the time and place you perform the Services.

1.3 As set forth in Schedule 1, the Company shall provide you with access to its premises, materials, information, and systems to the extent necessary for the performance of

the Services. Unless otherwise specified in Schedule 1, you shall furnish, at your own expense, the materials, equipment, and other resources necessary to perform the Services.

1.5 You shall comply with all rules and procedures communicated to you in writing by the Company, including those related to safety, security, and confidentiality.

2. TERM.

The term of this Agreement shall commence as of the date set forth above, and shall continue for a period of 90 days unless earlier terminated in accordance with Section 10 (the "Term"). Any extension of the Term will be subject to mutual written agreement between the Parties.

3. FEES AND EXPENSES.

3.1 As full compensation for the Services and the rights granted to the Company in this Agreement, the Company shall pay you a fixed fee of 20% of all sales made from products sold via a link provided to you by the Company. In the event a subscription (recurring orders) is activated, the 20% fee will apply to the first order only. The Company, at its discretion, may provide you with a bonus fee on top of the 20%. You acknowledge that you will receive an IRS Form 1099-MISC from the Company, and that you shall be solely responsible for all federal, state, and local taxes, as set out in Section 4.2.

3.2 You are solely responsible for any travel or other costs or expenses incurred by you in connection with the performance of the Services, and in no event shall the Company reimburse you for any such costs or expenses.

3.3 You are only eligible to receive any bonuses or additional fees if you are still providing services for the Company on the date that the bonus or additional fee is due and payable.

4. RELATIONSHIP OF THE PARTIES.

4.1 **You are an independent contractor of the Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between you and the Company for any purpose.** You have no authority (and shall not hold yourself out as having authority) to bind the Company, and you shall not make any agreements or representations on the Company's behalf without the Company's prior written consent.

4.2 Without limiting Section 4.1, you will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions (including for unemployment or disability insurance), or obtaining workers' compensation insurance on your behalf. You shall be responsible for, and shall indemnify the Company against, all such taxes and contributions,

including penalties and interest. Any persons employed or engaged by you in connection with the performance of the Services shall be your employees or contractors and you shall be fully responsible for them and indemnify the Company against any claims made by or on behalf of any such employee or contractor. You agree to obtain your own workers' compensation insurance and any other insurance required for you to operate your business.

4.3 **You understand and agree that your role with the Company is at-will** and may be terminated by the Company at any time and for any reason, with or without notice. Accordingly, **this Agreement does not constitute a contract for employment**. You understand that you may terminate your role with the Company at any time and for any reason; the Company requests that you provide the Company with fourteen (14) calendar days' advance notice. You agree that the Company is not your employer. You understand that Section 4, Section 5, Section 6, Section 7, Section 8, Section 11, Section 12, Section 14, Section 15, Section 16, Section 17, Section 18 and Section 19 shall survive the expiration or termination of this Agreement.

4.4 You agree that you are permitted to work in the United States and that there are no restrictions to your performing work under this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS.

5.1 Subject to Sections 5.2 and 5.3 and in consideration of Company's payment of fees pursuant to this Agreement, all deliverables and other tangible and/or intangible property created or developed in the performance of Services under this Agreement, including, without limitation, all writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services (collectively, the "Work"), as well as any rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents, and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions, and renewals thereof (collectively, "Intellectual Property Rights") shall be the sole and exclusive property of the Company. You agree that to the extent permitted by law, all Work under this Agreement will be deemed "work made for hire" under the United States Copyright Act, and you hereby irrevocably transfer all rights, title and interest in and to such work made for hire to the Company and to execute any documents requested by the Company in the future to effect such assignment. To the extent that any Work is not deemed "work made for hire," then in that case, you hereby irrevocably transfer, convey and assign to the Company all right, title and interest in and to such Work and agree to execute any documents requested by the Company in the future to effect such assignment.

5.2 To the extent any copyrights are assigned under this Section 5, you hereby irrevocably waive in favor of the Company, to the extent permitted by applicable law, any and all claims you may now or hereafter have in any jurisdiction to all rights of paternity or attribution,

integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all Work to which the assigned copyrights apply.

5.3 As between you and the Company, the Company is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know how, methodologies, software, and other materials provided to you by the Company ("Company Materials"), including all intellectual property rights therein. You have no right or license to reproduce, or use any Company Materials except solely during the Term to the extent necessary to perform your obligations under this Agreement. All other rights in and to the Company Materials are expressly reserved by the Company. You have no right or license to use the Company's trademarks, service marks, trade names, logos, symbols, or brand names. Notwithstanding anything in this Section 5 to the contrary, you shall retain ownership of your pre-existing materials as identified in Schedule 1 ("Member Materials"), provided that to the extent that any Member Materials are incorporated in or combined with any Work, you hereby grant to the Company a worldwide, perpetual, fully paid, royalty-free, and non-exclusive right and license to use any Member Tools incorporated in and required for Company's use of the Work.

5.4 You shall require each of your employees and contractors to execute written agreements containing obligations of confidentiality and non-use and assignment of inventions and other work product consistent with the provisions of this Section 5 prior to such employee or contractor providing any Services under this Agreement.

6. CONFIDENTIALITY.

6.1 You acknowledge that as an independent contractor of the Company, you will have access to sensitive, confidential, proprietary and trade secret information concerning or relating to the Company, including any information or compilation of information which derives value from not being generally known to and not being readily ascertainable through proper means by other persons who can obtain economic value from its disclosure or use, and any copies and iterations thereof, in all cases whether such information is contained in written, spoken, electronic or other form or medium ("Confidential Information"). You agree that Confidential Information includes, but is not limited to, the following: (i) product formulas and compositions, product ideas, experimental work, new products, product mix, sourcing arrangements and strategies, research and development, product upgrades and improvements, proprietary packaging, and all technical data and specifications; (ii) business operations, methods, processes, policies, manuals, practices and procedures; (iii) information concerning the Company's ownership, management, financial condition, financial operations, accounting and bookkeeping information and practices, strategic business plans, legal matters, sales and financial reports, sales and financial forecasts; (iv) any data within any Company system or record concerning actual or potential customers of the Company, including the names and other identifying information of actual or prospective customers, customer and prospective customer lists, customer needs and requests, consultation details, product and service recommendations, service histories, customer financial information and purchasing methods, identity and quantity of products and services provided to customers, customer agreements and transactions, purchase and order histories, customer pricing structures, price lists, projections, organizational structures,

and discounts; (iv) advertising and marketing materials and strategies, proprietary packaging designs, ideas, drawings, blueprints, sales or prospective sales materials, pricing structures and strategies; (v) vendor and supplier strategies, purchasing strategies, vendor and supplier lists and identities, vendor and supplier agreements, purchase and transaction histories; (vi) Company systems, technologies, software, personnel records, social media, subroutines, techniques, operational processes and platforms, technical manuals, processes, development tools, script, and data; (vii) any other non-public information or material related to the Company or any confidential information the Company receives from third parties subject to a duty on the Company's part to maintain the confidentiality of such information; and (viii) to the extent not already covered in this paragraph, any Trade Secrets as defined under the law. Confidential Information shall also include any correspondence, materials and work product created or compiled by you based on or containing the Company's Confidential Information, including but not limited to notebooks, files, reports, documents, deliverables, correspondence, disk drives, servers, located in the "cloud" and other tangible or intangible information or materials. All documents and information provided by Company to you under this Agreement shall be presumed to be Confidential Information. Failure to mark any of the Confidential Information as confidential or proprietary will not affect its status as Confidential Information. However, information shall not be deemed Confidential Information to the extent that it (i) is or becomes part of the public domain without violation of this Agreement; or (ii) is lawfully obtained by you from a third party without restriction on its further disclosure.

6.2 You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify the Company immediately in the event you become aware of any loss or unauthorized disclosure of any Confidential Information.

6.3 Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. You agree to provide written notice of any such order to an authorized officer of the Company within five (5) calendar days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company's sole discretion. Furthermore, nothing in this Section 5 is intended to conflict with the Defense of Trade Secrets Act ("DTSA"), and you are hereby notified that, pursuant to 18 U.S.C. § 1833(b), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

7. REPRESENTATIONS AND WARRANTIES.

7.1 You represent and warrant to the Company that:

(a) you have the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of your obligations in this Agreement;

(b) your entering into this Agreement with the Company and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreements, relationships, or commitments to which you are subject;

(c) you have the required skill, experience, and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with recognized industry standards for similar services, and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

(d) you shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services;

(e) the Company will receive good and valid title to all Work, free and clear of all encumbrances and liens of any kind; and

(f) all Work is and shall be your original work (except for material in the public domain or provided by the Company) and, to the best of your knowledge, do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

7.2 The Company hereby represents and warrants to you that:

(a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representative whose signature is set forth below has been duly authorized by all necessary corporate action.

8. INDEMNIFICATION.

8.1 You shall defend, indemnify, and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible personal property resulting from your acts or omissions; or

(b) your breach of any representation, warranty, or obligation under this Agreement.

8.2 The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

9. INSURANCE.

During the Term, you shall maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to the Company, with policy limits sufficient to protect and indemnify the Company and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from your acts or omissions or the acts or omissions of your agents, contractors, servants, or employees. The Company shall be listed as additional insured under such policy, and you shall forward a certificate of insurance verifying such insurance upon the Company's written request, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30-day notification period and that the Company will be immediately notified in writing of any such notice of termination.

10. TERMINATION.

10.1 You or the Company may terminate this Agreement without cause upon 15 days written notice to the other party to this Agreement. In the event of termination pursuant to this clause, the Company shall pay you on a pro-rata basis any Fees then due and payable for any Services completed up to and including the date of such termination.

10.2 You or the Company may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party materially breaches this Agreement and either (a) such breach is incapable of cure; or (b) such breach is capable of cure but has not been cured by the other party within 10 days after receiving written notice of such breach.

10.3 Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, you shall promptly after such expiration or termination: (a) deliver to the Company all Work and other deliverables (whether complete or incomplete) and all materials, equipment, and other property provided for your use by the Company; (b) deliver to the Company all tangible documents and other media (including any copies thereof) which contain, reflect, incorporate, or are based on the Confidential Information; (c) permanently erase all of the Confidential Information from your devices and computer systems; and (d) if requested by the Company, certify in writing to the Company that you have complied with the requirements of this clause.

11. RESTRICTIVE COVENANTS

11.1 Non-Solicitation of Employees

You understand and acknowledges that the Company has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to the Company. You agree and covenant not to directly or indirectly solicit, hire, recruit, or attempt to solicit, hire, or recruit, any employee of the Company or any employee who has been employed by the Company in the six (6) months preceding the last active day of your role with the Company, or induce the termination of employment of any employee, for a period of two years immediately following the termination of the your role with the Company, regardless of the reason for the termination, whether voluntary or involuntary.

You further agree and covenant not to directly or indirectly solicit, hire, recruit, or attempt to solicit, hire, or recruit, any employee of the Company or any employee who has been employed by the Company within the two years preceding the end of You's role with the Company.

This non-solicitation provision explicitly covers all forms of oral, written, or electronic communication, including, but not limited to, communications by email, regular mail, express mail, telephone, fax, instant message, and social media, including, but not limited to, Facebook, LinkedIn, Instagram, Twitter, TikTok, and any other social media platform, whether or not in existence at the time of entering into this Agreement. However, it will not be deemed a violation of this Agreement if you merely update your LinkedIn profile or connect with a Company employee on Facebook, LinkedIn, or other social media platform without engaging in any other substantive communication, by social media or otherwise, that is prohibited by this non-solicitation provision. This Section does not restrict or impede, in any way, and shall not be interpreted or understood as restricting or impeding you from discussing the terms and conditions of your role with the Company or exercising protected rights that cannot be waived by agreement.

12. ASSIGNMENT.

You shall not assign any rights or delegate or subcontract any obligations under this Agreement without the Company's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

13. REMEDIES.

You recognize and agree that any breach by you of your covenants set forth in Sections 6, 11 or 12 of this Agreement would cause significant and irreparable damage to the Company, for which monetary damages alone would not afford an adequate remedy. As such, you hereby acknowledge and agree that in the event you breach or threaten to breach such covenants, the

Company shall be entitled to seek, in addition to any other available remedies, a temporary or permanent injunction or other equitable relief restraining such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or posting any bond or other security. This equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

14. GOVERNING LAW, JURISDICTION, AND VENUE.

This Agreement and all related documents, including all attachments hereto, and all matters arising out of or relating to this Agreement and the Services provided hereunder, whether sounding in contract, tort, or statute, for all purposes shall be governed by and construed in accordance with the laws of the State of South Carolina without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply.

15. MISCELLANEOUS.

15.1 You shall not export, directly or indirectly, any technical data acquired from the Company, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

15.2 All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth below in this Section 16.2 (or to such other address that may be designated by the receiving party from time to time in accordance with this Section):

If to the Company: JH Aesthetics, LLC

If to Barefaced Clinical Advisory Board Member:

All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if: (a) the receiving party has received the Notice; and (b) the party giving the Notice has complied with the requirements of this Section.

15.3 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by both Parties hereto, and any of the terms thereof may be waived only by a written document signed by each Party hereto or, in the case of waiver, by the Party or Parties waiving compliance.

15.4 If any term or provision of this Agreement is held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, that holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding on the Parties with any modification to become a part of and treated as though originally set forth in this Agreement. The Parties further agree that any such court is expressly authorized to modify any unenforceable provision of this Agreement instead of severing the unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making any other modifications it deems warranted to carry out the intent and agreement of the Parties as embodied in this Agreement to the maximum extent permitted by law. The Parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. Should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth in this Agreement.

15.5 This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

15.6 No consent or waiver, express or implied, by the Company to or of any breach or default by You in the performance of Your agreements hereunder shall operate as a consent to or waiver of any other breach or default in the performance of the same or any other obligations of You hereunder. The Company's failure to complain of any such breach or default shall not constitute a waiver by the Company of its rights hereunder, irrespective of how long such failure continues.

16. RELEASE

16.1 I hereby irrevocably grant and license to Company and its affiliates, successors, licensees, agents, and assigns ("**Authorized Persons**") the rights to digitize, modify, alter, edit, adapt, create derivative works, display, publicly perform, exhibit, transmit, broadcast, reproduce, exploit, sell, rent, license, otherwise use, and permit others to use, the Recording and the Work, including but not limited to my name, image, likeness, appearance, and voice as they appear in the Recording, in perpetuity, throughout the universe, in any and all media and formats and by any and all technologies and means of delivery whether now or hereafter known or devised, including but not limited to internet streaming and downloading, websites, other digital transmission or delivery methods, mobile applications, television broadcast, cablecast, and satellite, home video, video on demand, radio, and print publications, on any platform, including but not limited to televisions, computers, and mobile devices, and in connection with ancillary products, including but not limited to merchandise, books, and software applications, without further consent from or any royalty, payment, or other compensation to me except as otherwise expressly provided in this Agreement.

16.2 Further, I hereby irrevocably permit, authorize, and license Company and the Authorized Persons to identify me by name and use my name, likeness, appearance, voice, professional and personal biographical information, signature, other personal characteristics, private information, and all materials created by or on behalf of Company that incorporate any of the foregoing ("**Materials**"), in connection with the Work and advertising and promotion of the Work and advertising, publicity, and promotion of Company and its affiliates and their businesses, products, and services, in perpetuity, throughout the universe, in any and all media and formats and by any and all technologies and means of delivery whether now or hereafter known or devised[, including but not limited to internet streaming and downloading, websites, other digital transmission or delivery methods, mobile applications, television broadcast, cablecast, and satellite, home video, video on demand, radio, and print publications and display, point-of-sale, and other advertising and promotional materials, on any platform, including but not limited to televisions, computers, and mobile devices, and in connection with ancillary products, including but not limited to merchandise, books, and software applications, without further consent from or any royalty, payment, or other compensation to me except as otherwise expressly provided in this Agreement, including but not limited to the rights to use and edit the content captured for the launch reel of the Program. The content will appear but not limited to owned and paid channels, in print and in digital. I represent that I have not given any money or anything else of value to Company or any of its employees, agents, or representatives, or anyone else associated with the Work, in exchange for appearing in the Work or acknowledging me or including my name or any matter in the Work.

16.3 I agree that Company is and will be the sole and exclusive owner of all right, title, and interest in and to the Work, the Recording (including but not limited to all film, photographs, and other recordings, including outtakes and behind-the-scenes footage), and the Materials, including but not limited to all copyrights and other intellectual property rights therein, in perpetuity throughout the universe. In furtherance of the foregoing, I agree that the results and proceeds of my services in connection with the Recording and the Work are works made for hire for Company as defined in Section 101 of the Copyright Act of 1976. To the extent the Recording, the Materials, or any part of either does not qualify as, or otherwise fails to be, work made for hire, I shall, and hereby do, (a) assign, transfer, and otherwise convey to

Company, irrevocably and in perpetuity, throughout the universe, all of my right, title, and interest, if any, in and to the Recording and the Materials, including but not limited to all copyright and other intellectual property rights, including all registration, renewal, and reversion rights, and the right to register and sue to enforce such copyrights against infringers and alleged infringers, and (b) irrevocably waive any and all claims I may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral in the Recording and the Materials.

16.4 The Company has no obligation to use the Recording or any Materials, or create, produce, advertise, or promote the Work or the Materials, or include the Recording in the Work, or to exercise any rights granted under this Agreement. I acknowledge and agree that I have no right to review or approve the Work, the Recording, or the Materials before they are used by Company or at any other time, and that Company has no liability to me for any editing or alteration of the Work, the Recording, or the Materials, or for any distortion or other effects resulting from Company's editing, alteration, or use of the Work, the Recording, or the Materials, or Company's presentation of me. Any acknowledgment or credit of me in connection with the Work or the Materials, if any, shall be determined by Company in Company's sole discretion.

16.5 To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy, violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**") arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement or the production, exhibition, advertising, promotion, exploitation, or other use of the Work, the Recording, and/or the Materials, and whether resulting in whole or in part from the negligence of Company or any other person, covenant not to make or bring any such Claim against any Authorized Persons and their agents, employees, and representatives, and forever release and discharge the Authorized Persons from liability under such Claims. I understand that Company is relying on this Agreement and will incur significant expense in reliance on this Agreement, and I agree that this Agreement cannot be terminated, rescinded, or modified, in whole or in part. I waive my right to injunctive and other equitable relief in the event of a dispute with Company. I will not have the right to enjoin or interfere with the production, distribution, exploitation, advertising, or promotion of the Recording, the Materials, or the Work.

16.6 I represent and warrant to Company that I am at least 18 years of age, and I have full right, power, and authority to enter into this Agreement and grant the rights granted hereunder. I further represent and warrant to Company that I will provide only true and correct statements and other information in connection with the Work and that my participation in the Work, and the Authorized Persons' use of the Recording and the Materials and the rights and license granted hereunder, do not, and will not, violate any right (including without limitation copyright, trademark, trade secret, right to privacy, or right of publicity) of, or conflict with, or violate any contract or agreement with or commitment made to, any person or entity, and that no

consent or authorization from, or any payment to, any third party is required. I acknowledge that Company is not a signatory to any guild, union, or other collective bargaining agreement

17. GENERAL TERMS

17.1 I have not relied on any statement, representation, warranty, or agreement of Company or of any other person on Company's behalf, including but not limited to any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement.

17.2 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17.3 The Company may assign this Agreement and its rights and obligations hereunder, in whole or in part, to any party. This Agreement shall be binding on and shall inure to my benefit and the benefit of Company and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

17.4 THIS RELEASE PROVIDES THE COMPANY WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING THE COMPANY TO PUBLICIZE AND COMMERCIALY EXPLOIT YOUR NAME, LIKENESS, AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

18. WAIVER OF JURY TRIAL.

YOU IRREVOCABLY WAIVE ANY AND ALL RIGHTS YOU MAY HAVE TO A TRIAL BY JURY IN ANY LAWSUIT, DISPUTE, ACTION, PROCEEDING, OR CLAIM OF ANY NATURE RELATING EITHER TO THIS AGREEMENT OR ANY OTHER ASPECT OF THE RELATIONSHIP BETWEEN YOU AND THE COMPANY.

IN WITNESS HEREOF, the Parties have executed this Agreement effective the date written below.

Barefaced Clinical Advisory Board JH AESTHETICS, LLC:
Member:

Print name:

Print name:
Date:_____

Title:
Date:_____

SCHEDULE 1

This Schedule 1 is attached and incorporated into the Barefaced Clinical Advisory Board Member Agreement made and entered into between JH Aesthetics, LLC, a South Carolina limited liability company (the “Company”), and _____. Any capitalized term not defined in this Schedule 1 has the meaning ascribed to it in the Agreement.

- 1. ACCESS PROVIDED BY COMPANY: [PREMISES,] [MATERIALS,]
[INFORMATION,] and [SYSTEMS]**

- 2. Barefaced Clinical Advisory Board Member Agreement PRE-EXISTING
MATERIALS: [LIST ALL PRE-EXISTING MATERIALS]**

SCHEDULE 2

Deliverables

As a member of the Barefaced Clinical Advisory Board, you will be expected to participate in activities and deliverables referred to as “Deliverables”. “Deliverables” may be updated at the discretion of the “Company”.

Brand Engagement

- Attend mandatory onboarding session (live or recorded)
- Participate in one (1) Clinical Advisory Board group meeting or call per quarter
- Engage in private Advisor community chat at least (via Slack)

Content Creation & Visibility

- Share a minimum of two (2) brand-related social media posts per month (IG, TikTok, LinkedIn, etc.), tagging the brand and using designated hashtags
- Create at least one (1) educational or testimonial-style content piece per quarter (can be video, carousel, or blog-style post)
- Consent to potential reposting or brand use of Advisor-generated content across owned and paid, and in print and digital channels.

Referral & Network Growth

- Share unique referral code or trackable link in digital and/or clinic channels to earn commission on sales generated.
- Recommend Barefaced to at least x10 patients a month
- Promote professional resources and/or educational content provided by the brand to your audience or network

Product Involvement

- Provide structured feedback on a minimum of two (2) product samples or formulations per quarter
- Complete at least one (1) product survey or test panel submission per new launch
- Participate in R&D, claims validation, or testing opportunities when requested

Event Participation

- Optionally host or co-host a local educational or community-building event (1x per year encouraged)

Brand Advocacy & Development

- Provide input on clinical positioning, education materials, and customer FAQs
- Participate in periodic surveys to help shape brand direction
- Offer honest, constructive feedback to help optimize program and product experience