



Incorporation of the Standard Contractual Clauses to the Data Processing Agreement

Last Updated: February 22, 2023

This document is entered into between the Customer and Hydrafacial LLC ("Hydrafacial") to incorporate the Standard Contractual Clauses ("HF SCCs").

In consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

Definitions

Unless otherwise defined in the Data Processing Agreement, the terms listed below and used in this HF SCCs shall have the following meanings:

- "Purchase Agreement" the preexisting signed agreement that formed the basis of the commercial transaction between the Customer and Hydrafacial and/or its Affiliates.
- "Affiliate" means, in relation to a Party, any entity controlled by or under common control with such Party, control being defined as the direct or indirect ownership of more than 50% (fifty per cent) of the voting power of such entity.
- "Customer" user identified in the Hydrafacial account information as a Provider (clinic/center) or in the signatures of the Purchase Agreement.
- "EU Data Protection Law" (a) the EU General Data Protection Regulation (2016/679) (GDPR); (b) the EU (Directive 2002/58/EC) (e-Privacy Directive); and (c) any and all EU Member State laws made under or pursuant to any of the foregoing; in each case as amended or superseded from time to time.
- "EU SCCs" the standard contractual clauses set out by the decision (EU) 2021/914 of June 4, 2021, on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.
- "IDTA" the International Data Transfer Addendum to the EU SCCs issued by the Information Commissioner's Office under S119A(1) Data Protection Act 2018, Version B1.0, in force March 21, 2022.
- "Swiss Data Protection Law" the Swiss Federal Act on Data Protection (FADP) of 1992, until December 31, 2022, and from January 1, 2023 onward, the Revised Swiss Federal Act on Data Protection (Revised FADP) of September 2020, as amended or superseded from time to time.
- "UK Data Protection Law" the data privacy legislation adopted by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019/419 as supplemented by the terms of the Data Protection Act 2018 and the UK GDPR (Retained Regulation (EU) 2016/679 (UK GDPR) pursuant to section 3 of the European Union (Withdrawal) Act 2018), as amended or superseded from time to time.

All other capitalized terms used but not defined in this HF SCCs shall have the meanings given to them in the Data Processing Agreement or the Purchase Agreement.

1. EU SCCs.

Incorporation to of the EU SCCs Module Two (transfers controller to processor, where Customer is a controller of the transferred Data) and Module Three (transfers processor to processor, where Customer is a processor of the transferred Data) of the EU SCCs by reference, which are completed as follows:

- 1.1. Docking clause. The option in Clause 7 will not apply.
- 1.2. Instructions. For the purposes of Clause 8.1(b), the Parties agree that the documented instructions from Customer, including those provided on behalf of the controller, are set out in the Data Processing Agreement, including with respect to international transfers of data.
- 1.3. Certification of Deletion. Pursuant to Clause 8.5, the Parties agree that the Customer will certify to Hydrafacial that it has deleted the personal data upon Hydrafacial's written request.
- 1.4. Check of Compliance. It is understood by the Parties that the audit rights set out in Clause 8.9 shall be performed in accordance with the provisions regarding audits in the Data Processing Agreement.
- 1.5. Subprocessors. In Clause 9(a), Option 2 will apply and the Customer will inform Customer of changes in the subprocessors thirty (30) days prior to the change in accordance with the terms set out in the Agreement or the Data Processing Addendum.



1.6. Redress. In Clause 11, the optional language will not apply.

1.7. Liability. The Parties agree that Customer's liability to Hydrafacial under Clause 12 shall be subject to the liability limitations and exclusions contained in the Data Processing Agreement.

1.8. Governing law. For the purposes of Clause 17 (Option 1), the Parties agree that the EU SCCs will be governed by the laws of Spain.

1.9. Forum and jurisdiction. For the purposes of Clause 18(a) and (b), the Parties agree that any dispute arising from these EU SCCs shall be resolved by the courts of Spain.

1.10. Annexes. Annexes I, II and III to the EU SCCs shall be deemed completed with the information set out in Appendix 1 to this HF SCCs.

1.11. Conflict. In the event of any conflict or inconsistency between the body of this HF SCCs or the Data Processing Agreement to which it is incorporated and the SCCs, the SCCs shall prevail.

2. UK SCCs.

To the extent any personal data transferred to Hydrafacial under the Data Processing Agreement is governed by UK Data Protection Law and originates from the United Kingdom, the IDTA will be deemed executed and it shall integrate and supplement the EU SCCs as follows:

2.1. Parties. Part 1, Table 1 is completed with the details set out in Appendix 1 to this HF SCCs.

2.2. SCCs, Modules and Clauses. Part 1, Table 2 is completed with the information set out in Section 1 above.

2.3. Annexes. The "Appendix Information" mentioned in Part 1, Table 3 is completed with the information set out in Appendix 1 to this HF SCCs.

2.4. Ending. Customer, as the Importer, may end this IDTA in accordance with Section 19 of the IDTA.

3. Swiss SCCs.

To the extent any personal data transferred to Hydrafacial under the Data Protection Agreement is governed by Swiss Data Protection Law and originates from Switzerland, the EU SCCs shall apply with the following adaptations:

3.1. Place of jurisdiction. The term "Member State" shall not be interpreted in such a way to exclude data subjects in Switzerland from the possibility of suing their rights in Switzerland in accordance with Clause 18(c) of the EU SCCs.

3.2. Supervisory Authority. The Federal Data Protection and Information Commissioner of Switzerland shall be competent in accordance with Clause 13 of the EU SCCs where the transfer of personal data is subject to Swiss Data Protection Law.

4. This HF SCCs shall terminate and replace any prior versions of the standard contractual clauses which are part of the Data Protection Agreement immediately prior to this HF SCCs becoming effective.
5. Except as set forth in this HF SCCs, the Data Protection Agreement is unaffected and shall continue in full force and effect in accordance with its terms, and the HF SCCs shall be otherwise subject to the terms and conditions of the Purchase Agreement. If there is conflict between this HF SCCs and the Data Processing Agreement or any earlier amendment, the terms of this HF SCCs will prevail.
6. This HF SCCs shall only be valid if Customer's pre-existing agreement is with Hydrafacial LLC, or if Affiliates or Subsidiaries.
7. This HF SCCs shall become effective (i) upon delivery of a fully executed copy to dpo@hydrafacial.com and Hydrafacial's confirmation of receipt thereof; or (ii) where the HF SCCs are automatically deemed incorporated into the Agreement, from the date of the first transfer of Data to a country outside of the EEA, the UK, Switzerland, or an Adequate Country, as applicable.

IN WITNESS WHEREOF, the Parties hereto have executed this HF SCCs as of the latest signature date below. Such signatures on this HF SCCs shall constitute acceptance and signature of the SCCs including, where applicable, the IDTA and the Swiss amendments.



Appendix 1

I. Details of processing

A. List of Parties

	Data Exporter	Data Importer
Name & Trading name (if different)	Customer user identified in the Hydrafacial account information as a provider (clinic/center) or in the Purchase Agreement signature	Hydrafacial LLC
Official registration number (if any) (company number or similar identifier)	As identified in the user account information or in the Purchase Agreement signature	201233810062
Address	As identified in the user account information or in the Purchase Agreement signature	2165 E. Spring Street, Long Beach, CA 90806
Contact person's name, position and contact details	As identified in the user account information or in the Purchase Agreement signature	Ignacio de la Corte, DPO dpo@hydrafacial.com
Activities relevant to the data transferred under the EU SCCs	As set out in the Data Processing Agreement	As set out in the Data Processing Agreement
Signature & date	The EU SCCs will be deemed executed upon execution of this HF SCCs	The EU SCCs will be deemed executed upon execution of this HF SCCs
Role	Processor/Sub-processor	Controller/Processor

B. Description of Transfer

Categories of data subjects <i>whose personal data is transferred</i> Customer, Consumer & Authorised User whose personal data is processed by Hydrafacial for the purpose of providing the Hydrafacial account and Device services, including interacting with the Device.
Categories of personal data <i>transferred</i> The personal data transferred is that provided by or on behalf of Customer and processed by Hydrafacial while providing the Device services. The personal data typically includes (i) Contact & Account Information of the data subjects, such as full name, phone number, email address, role and IP address; (ii) Treatment History & Performance.
Sensitive data transferred (if applicable) <i>and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures</i> The personal data processed will not include sensitive personal data including information about racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life, government issued identification numbers, credit card details, PCI-related sensitive data (including but not limited to magnetic strips and chip data, CAV2/CVC2/CVV2/CID4 numbers, and personal identification numbers (PINs)), health or medical records and criminal records.
The frequency of the transfer <i>(e.g., whether the data is transferred on a one-off or continuous basis)</i> Continuous basis during the provision of the services and use of the Device.
Nature of the processing The personal data processed may be subject to the following processing activities: collection, disclosure by transmission and consultation
Purpose(s) of the data transfer and further processing Personal data is processed for the purposes described in the Data Processing Agreement (the "Permitted Purpose").
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period The personal data may be processed for the duration of the contract with Hydrafacial Device services and for any additional period during which they must be kept by law.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing There will not be transfers to Subprocessors.

C. Competent Supervisory Authority

Means the competent Supervisory Authority of the EU Member State determined in accordance with Clause 13.



II. Technical and Organisational Measures including Technical and Organisational Measures to ensure the Security of the Data

Without prejudice to the security controls applicable to the services in accordance with the Data Processing Agreement, HydraFacial maintains the following supplementary measures based on the EDPB's non-binding guidance:

Technical Measures

- HydraFacial uses end-to-end encryption.
- HydraFacial encrypts data in transit and at rest.

Additional Contractual Measures

- Transparency.
 - Upon request, HydraFacial will take reasonable commercial efforts to provide information (to the best of its knowledge) on the access to data by public authorities, including in the field of intelligence, to evaluate whether the legislation complies with the EDPB European Essential Guarantees, in the destination country.
 - HydraFacial certifies that: (1) it has not built, and will not purposefully build, backdoors or similar programming that public authorities could use to access its personal data or information systems; (2) it has not changed, and will not purposefully change, its processes in a manner that facilitates public authorities' access to data; and (3) national law or government policy do not require HydraFacial to create or maintain back doors or to facilitate access to personal data or systems or for it to be in possession or to hand over the encryption key (subject to change based on legislative developments). o HydraFacial will notify the customer if HydraFacial is unable to comply with the legal obligations and/or contractual commitments related to international transfers and as a result with the required standard of "essentially equivalent level of data protection."
- Specific Actions.
 - HydraFacial shall: (i) review the legality of the Legal Requests and to challenging them where lawful and appropriate; and (ii) where the Legal Request is incompatible with Art. 46 of the GDPR, or any other relevant provision for the lawful transfer of personal data, to inform the public authority of the same (in each case to the extent required by the Applicable Data Protection Law governing the Legal Request).

Organisational Measures

- Transparency and Accountability.
 - HydraFacial has documented policies and procedures for handling and responding to government or law enforcement requests for customer data.
 - HydraFacial documents and records the requests for access received from public authorities and the responses provided and can provide this information to customers upon request.
 - HydraFacial makes available, and regularly maintains, a Government Data Request Policy & Transparency Report webpage that describes its policies for government/law enforcement data requests and documents the number of public authorities' requests and our responses, available at [Transparency report](#).
- Adoption and Review of Internal Policies.
 - HydraFacial monitors legal and regulatory developments related to cross-border transfers of personal data outside the EU/EEA to ensure that the data continues to enjoy an essentially equivalent level of data protection.
 - HydraFacial regularly reviews internal policies to assess the appropriateness/effectiveness of supplementary measures and to identify and implement additional or alternative solutions when necessary. Where applicable and appropriate, HydraFacial will work diligently to implement any additional required technical, organizational, and/or contractual measures.
- Organisational Methods and Data Minimisation Measures.



- Hydrafacial has adopted organisational controls to comply with the accountability principle, including access management control.
- Hydrafacial practices data minimisation to limit the exposure of personal data to unauthorised access.
- Hydrafacial has adopted best practices to appropriately and timely involve and provide access to information to the DPO and Legal on matters related to international transfers of personal data transfers.