

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

October 26, 2023
Date of Report (Date of earliest event reported)



STRATA SKIN SCIENCES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

000-51481
(Commission File Number)

13-3986004
(IRS Employer Ident. No.)

5 Walnut Grove Drive, Suite 140, Horsham, Pennsylvania
(Address of principal executive offices)

19044
(Zip Code)

(215) 619-3200
Registrant's telephone number, including area code

N/A
(Former name or former address, if changed since last report.)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4 (c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	SSKN	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2 of this chapter).

Emerging growth company

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

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

On October 30, 2023, STRATA Skin Sciences, Inc. (the “Company”) and Robert Moccia (“Moccia”) entered into an employment separation agreement and release (the “Separation Agreement”), pursuant to which, among other things, as of October 30, 2023, (the “Termination Date”) Moccia resigned as the Company’s Chief Executive Officer and President and as a member of the Company’s board of directors. In connection with Moccia’s separation, upon the expiration of the revocation period related to the general release delivered by Moccia to the Company, the Company agreed to pay to Moccia nine-months of his Base Salary (as defined in his employment agreement, dated March 1, 2021 (the “Moccia Employment Agreement”)), less applicable legal deductions, such as tax withholdings, as separation pay by salary continuation consistent with the Company’s normal payroll procedures. The Company also agreed to pay to Moccia a lump sum amount equal to Moccia’s accrued but unused vacation days, less any applicable deduction such as tax withholdings. In addition, if Moccia timely and properly elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), the Company will reimburse Moccia for the monthly COBRA premium paid by Moccia for himself and his dependents. Moccia will be eligible to receive such reimbursement until the earliest of: (a) the eighteen-month anniversary following the Termination Date; (b) the date Moccia is no longer eligible to receive COBRA continuation coverage; and (c) the date on which Moccia receives substantially similar coverage from another employer or other source. Moccia will not receive any bonus for 2023 or any other period.

The parties to the Separation Agreement agreed that any options to purchase common stock of the Company previously granted to Moccia will continue to be subject to their existing terms. Specifically, as of the Termination Date (unless earlier exercised) Moccia and the Company agreed that Moccia has: (a) vested options, granted March 1, 2021, to purchase 1,632,590 shares of common stock with an exercise price of \$1.73 but the ability to exercise such options will terminate on January 28, 2024, after which such options will expire; (b) vested options, granted March 30, 2022, to purchase up to 100,000 shares of common stock with an exercise price of \$1.45 but the ability to exercise such options will terminate on January 28, 2024, after which such options will expire; (c) unvested options, granted April 3, 2023, to purchase up to 75,000 shares of common stock with an exercise price of \$1.06, but these options will only be vested if certain conditions regarding a “change of control” as described in the Separation Agreement are satisfied on or prior to December 30, 2023. In the event such options vest, the ability to exercise such options will terminate on January 28, 2024, after which such options will expire. The incentive options granted April 3, 2023, to purchase up to 75,000 shares of common stock with an exercise price of \$1.06 did not vest and will be forfeited as of the Termination Date.

Subject to the foregoing restrictions and the Company's insider trading policies, Moccia will be permitted to exercise the options as permitted under the Company's equity incentive plan, including cashless exercises. Certain provisions contained in the Moccia Employment Agreement, survive and continue to apply under the Separation Agreement, including, but not limited to, covenants related to confidentiality, assignment of developments, and covenant not to compete. The Company and Moccia also agreed to mutual non-disparagement and communication restriction provisions and granted customary general releases to each other.

The foregoing descriptions of the Moccia Employment Agreement and the Separation Agreement do not purport to be complete and are qualified in their entirety by reference to the Moccia Employment Agreement and the Separation Agreement, which are filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K and are incorporated into this Item 5.02 by reference.

On October 30, 2023, the Company appointed Dr. Dolev Rafaeli, PhD, ("Rafaeli"), as its Vice-Chairman of the Board, President and Chief Executive Officer. Pursuant to such appointment, the Company and Rafaeli entered into an employment agreement, dated as of October 30, 2023 (the "Rafaeli Employment Agreement"), which provides for, among other things: (i) a three-year term of employment, commencing on October 30, 2023, (the "Start Date"), which renews for successive one year additional terms unless a party gives the other party a notice of non-renewal at least 90 days prior to the end of the then applicable employment term; (ii) an annual base salary of \$500,000 minus applicable withholdings and deductions; (iii) a bonus for the fiscal year ending December 31, 2023, equal to \$375,000 times a ratio equal to (a) the number of days from the Start Date until December 31, 2023, divided by (b) 365; (iv) an incentive bonus opportunity for each fiscal year of the Company, during the term of the Rafaeli Agreement, beginning on January 1, 2024, equal to 75% of his base salary for such year; (v) participation in long-term incentive plans and employee benefit plans, including health and 401(k) plans generally in effect for the Company's employees; (vi) 24 days of annual vacation, plus 10 established holiday days, per full calendar year of employment; and (vii) an automobile and maintenance allowance of \$1,250 per month. In addition, on the Start Date, Rafaeli, will be awarded an option to purchase 1,745,569 shares of common stock, which options will vest in twelve equal quarterly amounts over a period of three years from the Start Date (the "Option"). The options will be subject to the reasonable and customary terms of definitive option award agreement. The Option shall be granted in the form of a stock option agreement (the "Option Agreement") attached hereto as Exhibit 10.4 and is intended to constitute an employment inducement grant under Nasdaq Listing Rule 5635(c)(4).

The Company will also pay Rafaeli a lump sum cash bonus equal to two times his then base salary if, during the term of his employment, a “Change in Control” (as defined in the Company’s 2016 Omnibus Incentive Plan, as amended from time to time) occurs, with such bonus payable within 15 days after the consummation of such Change in Control. The Company also agreed to reimburse Rafaeli for premiums paid to receive health continuation coverage under his prior employers plans for the period from the Start Date through the date Rafaeli is eligible to participate in the Company’s medical, dental and visions plans.

The Rafaeli Employment Agreement provides Rafaeli with severance benefits in the event that his employment is terminated under certain circumstances, including by Rafaeli for “Good Reason” and by the Company “other than for Cause” (each as defined in the Rafaeli Employment Agreement). Upon the termination of Rafaeli’s employment, he will automatically resign as a member of the Company’s board of directors. Pursuant to the Rafaeli Employment Agreement, Rafaeli is subject to confidentiality, assignment of intellectual property, and restricted activities covenants, the latter of which continues for 18 months after his separation from employment.

Rafaeli (age 60) has over 30 years of public and private company experience, across various industries, encompassing healthcare, medical device, and consumer and industrial services field. He served as the Company’s President and Chief Executive Officer from 2018 to 2021 and previously served, from 2011 to 2017, as the President and Chief Executive Officer of PhotoMedex (Nasdaq: PHMD), the company that developed the technology and the unique go-to market of the XTRAC and VTRAC and had sold that business to the Company in 2015. Additionally, from 2006 to 2017, he served as the President and Chief Executive Officer of Radiancy Inc., a subsidiary of PhotoMedex. Rafaeli graduated with a BSc in industrial engineering and management cum laude and an MSc in operations management summa cum laude from the Technion-Israel Institute of Technology and holds a PhD in business management from the Technion-Israel Institute of Technology and holds a PhD in business management from Century University and an MBA summa cum laude from Cornell University. Rafaeli does not have an interest requiring disclosure under Item 404(a) of Regulation S-K. There have been no transactions, nor are there any current proposed transactions, to which the Company or any of its subsidiaries was or is to be a party in which Rafaeli, or any member of his immediate families, had, or will have, a direct or indirect material interest.

The foregoing description of the Rafaeli Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the Employment Agreement and the form of the Option Agreement, which are filed as Exhibits 10.3 and 10.4, respectively, to this Current Report on Form 8-K and are incorporated into this Item 5.02 by reference.

On October 30, 2023, the Company entered into a retention agreement (the “Retention Agreement”) with Chris Lesovitz (“Lesovitz”) in order to provide an incentive to Lesovitz to remain continuously employed by the Company until the filing of the Company’s Annual Report on Form 10-K for the year ending December 31, 2023 (the “2023 10-K”). Pursuant to the Retention Agreement, the Company has agreed to pay to Lesovitz an aggregate amount of \$142,500.00. The Retention Bonus will be paid one-half concurrently with Lesovitz’s final payroll at the end of 2023 and one-half concurrent with the filing of the Company’s 2023 Form 10-K.

The foregoing description of the Retention Agreement does not purport to be completed and is qualified in its entirety by references to the Retention Agreement which is filed as Exhibit 10.5 to this Current Report on Form 8-K and is incorporated in this time 5.02 by reference.

Item 5.07 Submission of Matters to a Vote of Securityholders.

On October 26, 2023, the Company held its annual meeting of stockholders (the “Annual Meeting”). The matters voted upon at the Annual Meeting were:

- (a) election of the five (5) director nominees named in its proxy statement dated September 25, 2023;
- (b) ratification of the appointment by the Audit Committee of the Board of Directors of Marcum, LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2023;
- (c) approval of an amendment to its existing Certificate of Incorporation (our “Current Charter”) to effect a reverse stock split of its common stock at a reverse stock split ratio not less than 1-for-5 and no greater than 1-for-25, with the exact split ratio, if approved and effected at all, to be set within that range at the discretion of the Board of Directors and publicly announced by the Company within 6 months after stockholder approval at the Annual Meeting without further approval or authorization of the Company’s stockholders’;
- (d) an advisory vote to approve the compensation of the Company’s named executive officers;
- (e) an advisory vote on the frequency of future advisory votes to approve the compensation of the Company’s named executive officers; and
- (f) conducting any other business properly brought before the meeting.

1. Each of the director's nominees to the Company's board of directors was elected:

<u>Nominees</u>	<u>Votes For</u>	<u>Votes Withheld</u>	<u>Broker Non-Vote</u>
Uri Geiger	24,964,683	524,910	4,225,530
Irit Yaniv	24,962,618	526,987	4,225,530
Wayne Cafran	25,157,665	331,940	4,225,530
Shmuel Rubinstein	24,969,443	520,150	4,225,530
Robert Moccia	23,978,264	1,511,341	4,225,530

2. Ratification of the selection by the Audit Committee or the Board of Directors of Marcum, LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2023, was approved.

Votes For	Votes Against	Abstain	Broker Non-Vote
29,594,033	104,833	16,269	0

3. The amendment to the Company's Certificate of Incorporation to effect a reverse stock split of its common stock at a reverse stock split ratio not less than 1-for-5, and no greater than 1-for-25 with the exact split ratio, it approved and effected at all, to be set within that range at the discretion of the Board and publicly announced by the Company within 6 months after stockholder approval at the Annual Meeting without further approval or authorization of the Company's Stockholders was approved.

Votes For	Votes Against	Abstain	Broker Non-Vote
29,015,257	643,214	56,652	0

4. The advisory vote to approve the compensation of the Company's named executive officers was approved.

Votes For	Votes Against	Abstain	Broker Non-Vote
24,094,572	1,372,175	22,842	4,225,530

5. The advisory vote on the frequency of future advisory votes to approve the compensation of the Company's named executive officers was approved.

One Year	Two Years	Three Years	Abstain
11,807,110	55,248	13,612,361	14,886

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

- [10.1](#) Employment Agreement, dated as of March 1, 2021, between Robert Moccia and STRATA Skin Sciences, Inc. (Incorporated by reference as filed in Strata Skin Sciences, Inc. 8K March 1, 2021)
- [10.2](#) Employment Separation Agreement and Release, dated as of October 30, 2003, between Robert Moccia and STRATA Skin Sciences, Inc.
- [10.3](#) Employment Agreement, dated as of October 30, 2023, between Dolev Rafaeli and STRATA Skin Sciences, Inc.
- [10.4](#) Form of Stock Option Agreement between Dolev Rafaeli and STRATA Skin Sciences, Inc.
- [10.5](#) Retention Agreement, dated October 30, 2023, between Chris Lesovitz and STRATA Skin Sciences, Inc.
- [99.1](#) Press release, dated October 30, 2023.

SIGNATURES

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

STRATA SKIN SCIENCES, INC.

Dated: October 30, 2023

By: /s/ Christopher Lesovitz
Christopher Lesovitz
Chief Financial Officer

EMPLOYMENT SEPARATION AGREEMENT AND RELEASE

THIS EMPLOYMENT SEPARATION AGREEMENT AND RELEASE (“Agreement”) has been entered into, as of October 30, 2023, by and between Robert Moccia, residing at the address on file with the Company (as defined below) (referred to below as “Executive”) and STRATA Skin Sciences, Inc., a Delaware corporation, with its principal place of business at 5 Walnut Grove Drive, Suite 140, Horsham, Pennsylvania 19044, including but not limited to affiliated officers, employees, agents, successors and assigns (referred to below as the “Company”).

BACKGROUND

WHEREAS, the Executive has served as Chief Executive Officer and President of the Company pursuant to an employment agreement dated March 1, 2021 (the “Employment Agreement”);

WHEREAS, Executive and the Company have agreed to an exchange of consideration by which all matters relating to Executive’s employment and separation from employment have been resolved, the details of which are set forth below; and

WHEREAS, the Executive and the Company have mutually agreed that the Executive’s termination shall be a “termination without cause” under Section 5(d) of the Employment Agreement.

NOW, THEREFORE, for and in consideration of the foregoing promises and the covenants contained herein, and for other consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT***1. Employment and Service as Director.***

(a) Executive’s last day of active employment with Company is October 30, 2023 (the “Termination Date”). Executive will turn over all keys, passes and other property of the Company and will otherwise comply with the normal employment separation procedures. Executive will be paid his salary until his last day of work.

(b) Executive’s execution of this Agreement shall serve as notice of his resignation from the Board of Directors of the Company, effective as of the Termination Date.

2. Separation Pay and Benefits. Following receipt of the Executive's signed copy of this Agreement and upon the expiration of the revocation period related to the releases contained in the form of release attached hereto as Exhibit A delivered on the Termination Date, the Company and Executive agree that:

(a) The Company will pay Executive nine-months of Executive's Base Salary (as defined under the Employment Agreement) less applicable legal deductions, such as tax withholdings, as separation pay ("Separation Pay") by salary continuation consistent with the Company's normal payroll procedures.

(b) No bonus for 2023 or any other period is due or payable with respect Section 4(b) of the Employment Agreement.

(c) Any options to purchase common stock of the Company previously granted shall continue to be subject to their existing terms. Specifically, as of the Termination Date (unless earlier exercised), Executive and Company agree:

(i) Executive has vested options, granted March 1, 2021, to purchase up to 1,632,590 shares of Common Stock with an exercise price of \$1.73 but the ability to exercise such options will terminate on January 28, 2024 after which the options will expire;

(ii) Executive has vested options, granted March 30, 2022, to purchase up to 100,000 shares of Common Stock with an exercise price of \$1.45 but the ability to exercise such options will terminate on January 28, 2024 after which the options will expire;

(iii) Executive has unvested options granted April 3, 2023 to purchase up to 75,000 shares of Common Stock with an exercise price of \$1.06, but these options shall only be vested if there is a Change in Control of the Company on or prior to December 30, 2023 and the VWAP Performance Goal (as defined in the award agreement dated April 3, 2023) shall be deemed satisfied upon the effective time such Change in Control. In the event such options vest, the ability to exercise such options will terminate on January 28, 2024 after which the options will expire;

(iv) The incentive stock options granted April 3, 2023 to purchase up to 75,000 shares of Common Stock with an exercise price of \$1.06 did not vest and shall be forfeited as of the Termination Date; and

(v) Other than as set forth above, no prior awards remain outstanding.

(d) The Company will pay Executive a lump sum amount equal to Executive's accrued but unused vacation days, less applicable legal deductions, such as tax withholdings.

(e) If the Executive timely and properly elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Company shall reimburse the Executive for the monthly COBRA premium paid by the Executive for himself and his dependents. Such reimbursement shall be paid to the Executive on the 1st day of the month immediately following the month in which the Executive timely remits the premium payment. The Executive shall be eligible to receive such reimbursement until the earliest of: (i) the eighteen-month anniversary following the Termination Date; (ii) the date the Executive is no longer eligible to receive COBRA continuation coverage; or (iii) the date on which the Executive receives substantially similar coverage from another employer or other source.

3. Non-Admission of Liability. It is agreed and understood that neither the offer of this Agreement nor the provision of any payments hereunder constitute or will be construed as an admission of liability or of any wrongdoing or violation of law on the part of the Company, or the Executive.

4. Confidentiality; Assignment of Developments; Covenant Not to Compete. Executive acknowledges that the provisions of Sections 7, 8, 9, 10 and 13 of the Employment Agreement shall survive and continue to apply under this Agreement, provided, however, that the definitions of “Competing Business” and “Restricted Period” in Section 9(a) of the Employment Agreement shall be revised to read as follows:

(a) “Competing Business” means a business or enterprise (other than Company or its subsidiaries) engaged in products and services related to dermatology and plastic surgery that the Company sells or that compete with such products or services related to dermatology and plastic surgery that the Company sells and any other business directly competing with the business of the Company as currently conducted or otherwise conducted by the Company during the Term.

(b) “Restricted Period” means nine (9) months.

5. Mutual Non-Disparagement.

(a) Each of Executive and the Company shall refrain from making, and the Company shall cause its directors and executive officers and each of the parties shall cause their respective agents, successors, and assigns not to, directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory of (a) in the case of statements, communications or announcements by Executive or any of his affiliates described above, the Company or any of its affiliates or subsidiaries or any of its or their respective officers or directors or any person who has served as an officer or director of the Company or any of its affiliates or subsidiaries, or (b) in the case of statements, communications or announcements by the Company or any of its affiliates described above, Executive or his agents, successors, and assigns. The foregoing shall not restrict the ability of any person to (i) comply with any subpoena or other legal process or respond to a request for information from any governmental authority with jurisdiction over the party from whom information is sought, (ii) to comply with the laws, rules and regulations of the Securities and Exchange Commission or any applicable state securities commission, or (iii) assert or defend a claim for breach of this Agreement. Executive and the Company each agree to promptly provide written notice of any such order or request to the attention of the other party at the address first above written (and in the case of the Company to its president at the Company’s principal place of business).

(b) The limitations set forth in Paragraph 5(a) shall not prevent any party from responding to any public statement made by the other party of the nature described in this Paragraph 5(a) if such statement by the other party was made in breach of this Agreement.

6. Communications.

(a) The Executive shall not respond to or initiate any verbal or written comments or questions from or with any investor, media member, service provider, bank, Company officer, director or employee or other person (except as permitted in Section 5(a), above) with respect to (i) the Company and any of its officers, directors, or employees (in their capacity as officers, directors, or employees), (ii) his separation from the Company, or (iii) any other material matter concerning the Company, in each case except as permitted by the Company. If asked about any such individuals or matters during the course of a communication, the Executive shall direct the inquirer to the Company's Chair of the Board. Any questions, concerns, or comments the Executive may have with respect to (i) the Company and any of its officers, directors, or employees, (ii) his separation from the Company, or (iii) any other matter concerning the Company shall be directed to the Company's Chair of the Board (or, for certain matters, persons designated by the Chair of the Board in writing).

(b) The Company hereby agrees that it shall only refer to the termination of the Executive to any investor, media member, service provider, bank, Company officer, director or employee or other person by stating that: "The term of the Employment Agreement was coming to an end. The Company and the Executive mutually agreed not to extend the term, and the Executive was terminated without cause."

7. Waiver of Employment or Re-Employment. Executive waives any and all rights to employment or re-employment with the Company or any of the other Releasees, and, other than with respect to other rights and benefits specifically reserved in this Agreement, to participation in any of the Company's benefit plans which Executive ever had, may now have, or may hereinafter have, whether known or unknown to Executive at the time of the execution of this Agreement.

8. Remedies for Breach. If, contrary to the provisions of this Agreement, Executive files a lawsuit against a released party, improperly discloses the terms of this Agreement to an unauthorized person, communicates disparaging information or otherwise commits a material breach of this Agreement, the Company will, in addition to and not instead of any other available legal or equitable remedies and without affecting the enforceability of the release, have the right to discontinue immediately payments under Paragraph 2 hereof.

9. General.

(a) No provision of this Agreement may be modified, amended or revoked, except in a writing signed by Executive and an authorized officer of the Company.

(b) This Agreement supersedes and replaces all previous and contemporaneous written or oral agreements relating to Executive's employment and employment separation (including, but not limited to, the Employment Agreement), except as otherwise specifically provided herein. The payments and benefits provided for herein are in lieu of payments or benefits under any other express or implied contracts, programs, plans or arrangements of the Company, except vested retirement benefits to the extent applicable.

(c) This Agreement shall be construed and enforced in accordance with the laws of the state of Delaware, without regard to its choice or conflict of laws principles.

(d) In the event of any dispute between the parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

[Signature page follows on next page]

IN WITNESS WHEREOF, and intending to be legally bound, Executive and the Company have signed this Separation Agreement and General Release on the date first indicated above.

ROBERT MOCCIA

STRATA SKIN SCIENCES, INC.

By:

Name:

Title:

Exhibit A

Release of Claims

FOR AND IN CONSIDERATION OF the benefits to be provided me in connection with the termination of my employment, as set forth in that certain Employment Agreement, dated as of March 1, 2021 (the "Employment Agreement"), between me and STRATA Skin Sciences, Inc. (the "Company"), as modified pursuant to the Employment Separation Agreement dated October 30, 2023 (the "Separation Agreement"), which benefits are conditioned on my signing this Release of Claims and to which I am not otherwise entitled, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, on my own behalf and on behalf of my heirs, executors, administrators, beneficiaries, representatives and assigns, and all others connected with me, hereby release and forever discharge Company and any of its subsidiaries and Affiliates (as that term is defined in Section 11 of the Employment Agreement) and all of their respective past, present and future officers, directors, trustees, equity holders, employees, agents, managers, joint venturers, representatives, successors and assigns, and all others connected with any of them (collectively, the "Released Parties"), both individually and in their official capacities, from any and all causes of action, rights and claims of any type or description, known or unknown, which I have had in the past, now have, or might now have, through the date of my signing of this Release of Claims, in any way resulting from, arising out of or connected with my employment by Company or any of its Affiliates or the termination of that employment, including, but not limited to, any allegation, claim or violation arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Worker Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; Executive Retirement Income Security Act of 1974; the Fair Labor Standards Act; any applicable Executive Orders; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other federal, state or local law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of Company; or any claim for wrongful discharge, breach of contract, intentional infliction of emotional distress or defamation; or any claim for costs, fees or other expenses, including attorneys' fees incurred in these matters (all of the foregoing collectively referred to herein as "Claims"), other than (i) the right to payment of any vested or accrued benefits under any supplemental compensation, insurance, retirement and/or other benefit plan or agreement applicable to Executive, (ii) the right to payment of any amounts owed to me by Company pursuant to the Separation Agreement, (iii) any rights under applicable workers compensation or unemployment compensation laws, (iv) any rights that survive termination of my employment pursuant to an option grant agreement or certificate to purchase Company's (or an Affiliate's) capital stock as set forth in the Separation Agreement, (v) any rights with respect to Company's (or an Affiliate's) capital stock owned by Executive or (vi) any rights to indemnification under the Agreement, Company's by-laws or any other applicable law.

In signing this Release of Claims, I acknowledge my understanding that I may not sign it prior to the termination of my employment, but that I may consider the terms of this Release of Claims for up to twenty-one (21) days (or such longer period as Company may specify) from the later of the date my employment with Company terminates or the date I receive this Release of Claims. I also acknowledge that I am advised by Company and its Affiliates to seek the advice of an attorney prior to signing this Release of Claims; that I have had sufficient time to consider this Release of Claims and to consult with an attorney, if I wished to do so, or to consult with any other person of my choosing before signing; and that I am signing this Release of Claims voluntarily and with a full understanding of its terms.

I represent that I have not filed against the Released Parties any complaints, charges, or lawsuits arising out of my employment, or any other matter arising on or prior to the date of this Release of Claims, and covenant and agree that I will never individually or with any person file, or commence the filing of, any charges, lawsuits, complaints or proceedings with any governmental agency, or against the Released Parties with respect to any of the matters released by me pursuant to this Release of Claims.

I further acknowledge that, in signing this Release of Claims, I have not relied on any promises or representations, express or implied, that are not set forth expressly in the Agreement. I understand that I may revoke this Release of Claims at any time within seven (7) days of the date of my signing by written notice to the Secretary, Board of Directors of Company (or such other person as Company may specify by notice to me given in accordance with the Agreement) and that this Release of Claims will take effect only upon the expiration of such seven-day revocation period and only if I have not timely revoked it.

Intending to be legally bound, I have signed this Release of Claims as of the date written below.

Signature:

Name: Robert Moccia

Date Signed:

EMPLOYMENT AGREEMENT

This Employment Agreement, dated as of October 30, 2023 (this “Agreement”), is made and entered into by and between STRATA Skin Sciences, Inc., a Delaware corporation (“Company”) and Dolev Rafaeli, an adult individual (“Executive”). Terms used herein and not otherwise defined shall have the meanings set forth in Section 11.

RECITALS

WHEREAS, subject to the terms and conditions hereinafter set forth, Company wishes to employ Executive as its Vice-Chairman of the Board, President and Chief Executive Officer and Executive wishes to be employed by Company as its Vice-Chairman, President and Chief Executive Officer.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, terms, provisions and conditions set forth in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Employment. Subject to the terms and conditions set forth in this Agreement, Company hereby offers and Executive hereby accepts employment with Company, as of the date first above written (the “Start Date”).

2. Term. Subject to Section 5, Executive’s employment under the terms of this Agreement shall be for a period (the “Term”) commencing on the Start Date and continuing until the third (3rd) anniversary of the Start Date (the “Term End Date”), provided, however, that unless a party has given the other party written notice at least ninety (90) days prior to the Term End Date (or any anniversary of the Term End Date) that such party does not agree to renew this Agreement, the term of this Agreement and the Term shall be deemed renewed for a term ending one (1) year subsequent to the Term End Date (or anniversary of the Term End Date). The parties may terminate this Agreement and Executive’s employment hereunder during the Term in accordance with, and subject to the provisions of, Section 5.

3. Capacity and Performance.

(a) During the Term, Executive shall be employed by Company on a full-time basis as its Vice-Chairman, President and Chief Executive Officer. Executive shall perform such duties and responsibilities consistent with Executive’s position on behalf of Company.

(b) Executive’s employment with Company shall be exclusive with respect to the Business of Company. Accordingly, during the Term, Executive shall devote Executive’s full business time and Executive’s best efforts, business judgment, skill and knowledge to the advancement of the business and interests of Company and to the discharge of Executive’s duties and responsibilities hereunder, except for permitted vacation (and other paid time off) periods, reasonable periods of illness or incapacity, and reasonable and customary time spent on civic, charitable and religious activities, including up to two other board positions plus Executive’s own family office matters, in each case such activities shall not interfere in any material respect with Executive’s duties and responsibilities hereunder.

(c) During the Term, Executive will report directly to the Board of Directors (the “Board”).

(d) On the Start Date, the Board shall nominate Executive as a director of Company and shall, during the Term, nominate and recommend Executive for election as a director. Executive acknowledges and agrees that Executive is not entitled to any additional compensation in respect of Executive’s appointment as a director of Company. If, during the Term, Executive ceases to be a director of Company for any reason, Executive’s employment with the Company will continue (unless terminated in accordance with Section 5) and all terms of this Agreement (other than those relating to Executive’s position as a director of Company) will continue in full force and effect and Executive will have no claims in respect of such cessation of office. Executive agrees to abide by all statutory, fiduciary or common law duties arising under applicable law that apply to Executive as a director of Company.

(e) Executive shall be employed to perform his duties under this Agreement at such location or locations as may be mutually agreeable to Executive and Company. Notwithstanding this, it is expected that Executive shall be required to travel a reasonable amount of time and spend a reasonable amount of time at the Company's headquarters in the performance of his duties under this Agreement.

4. Compensation and Benefits.

(a) Base Salary. For services performed by Executive under this Agreement, Company shall pay Executive an annual base salary during the Term at the rate of \$500,000 per year, minus applicable withholdings and deductions, payable at the same times as salaries are payable to other executive employees of Company (the "Base Salary"). During the Term, the Base Salary shall be reviewed by the Board each year and the Board may, from time to time, increase such Base Salary and any reference to "Base Salary" herein shall refer to such Base Salary, as increased.

(b) Annual Bonus.

(i) For the fiscal year of the Company ending December 31, 2023, the Company shall pay Executive a Bonus equal to \$375,000 times a ratio equal to (i) the number of days from the Start Date until December 31, 2023 divided by (ii) 365.

(ii) For each fiscal year of the Company during the Term beginning on or after January 1, 2024, the Company shall afford Executive the opportunity to earn an incentive bonus ("Bonus") as described in this Section 4(b). The aggregate target Bonus payable to Executive under such program(s) shall equal seventy-five percent (75%) of the Base Salary for such fiscal year. The board can elect to pay the Bonus with cash or shares of the company conditioned that the Bonus payment with shares will be grossed up by cash for tax purposes. The Bonus shall be payable to the extent the applicable performance goals are achieved (which goals and payment matrices shall be set by the Compensation Committee in its discretion). The amount of the Bonus will be determined by certification by the Board that the applicable goals have been achieved and the Board shall promptly provide such certification following achievement of the applicable goals.

(iii) The amount payable under this Section 4(b) shall be paid by the seventh (7th) day following the approval of the annual audited financial statements by the Board or its audit committee, as applicable, for the calendar year in which the Bonus is earned or, if later, the fifteenth day of the third month following the end of the Company's fiscal year in which the Bonus is earned.

(c) Initial Equity Award. On the Start Date, Executive shall award an equity award as follows:

(i) Executive shall be awarded options (the "Options") to purchase 1,745,569 shares of the Company's common stock. The Options shall be awarded as follows:

(A) The Options shall vest in twelve (12) equal quarterly amounts over a period of three (3) years from the Start Date.

(B) The Options shall be subject to the reasonable and customary terms of a definitive option award agreement, a form of which is attached hereto as Exhibit B (which shall provide that the Options may be exercised via cashless exercise and that in the event of termination of employment by the Company other than for Cause or by the Executive for Good Reason, (I) Options shall fully vest and (II) the Executive shall have the remaining term of the Option to exercise).

(ii) The Options are intended to constitute an employment inducement grant under Nasdaq Listing Rule 5635(c)(4), and consequently is intended to be exempt from the Nasdaq Listing Rules regarding stockholder approval of stock option or purchase plans. The Options and the terms and conditions of the Options shall be interpreted in accordance and consistent with such exemption.

(d) Annual Equity Awards. For each fiscal year of the Company during the Term, the amount and terms of long-term incentive awards (if any) awarded to the Executive shall be set by the Compensation Committee in its discretion after consultation with a compensation consultant, if any, retained by the Compensation Committee.

(e) Other Employee Benefits. During the Term, Executive shall be entitled to participate in any and all employee benefit plans, including health and 401(k) plans, from time to time generally in effect for Company's employees (collectively, "Benefit Plans"). Such participation and receipt of benefits under any such Benefit Plans shall be on the same terms (including cost sharing between Company and Executive) as are applicable to other Company employees and shall be subject to the terms of the applicable plan documents and generally applicable Company policies. Company may alter, modify, add to or delete the Benefit Plans in a manner nondiscriminatory to Executive at any time in accordance with applicable plan rules. The Company shall reimburse Executive for premiums paid by Executive to receive health continuation coverage under his prior employer's plans (pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA")) for the period of time from the Start Date through date the Executive is eligible to participate in the Company's medical, dental, vision plans.

(f) Vacation. The Executive shall be entitled to annual vacation of twenty-four (24) days plus ten (10) established holiday days per full calendar year of his employment with the Company hereunder. Any unused vacation in one accrued calendar year may not be carried over to any subsequent calendar year. The Company shall, however, pay the Executive (based on the Executive's Base Salary) for any such unused vacation days within thirty (30) days of the end of any such calendar year.

(g) Business and Travel Expenses. Company shall pay or reimburse Executive for all reasonable, customary and necessary business expenses (including cell phone, travel, lodging and entertainment expenses) which are properly documented and incurred or paid by Executive in the performance of Executive's duties and responsibilities hereunder, subject to the rules, regulations and procedures of Company and in effect from time to time.

(h) Automobile. Company shall provide Executive with an allowance of \$1,250 per month for automobile and related maintenance costs. Executive acknowledges that the Executive shall be responsible for keeping such records as may be necessary for tax purposes and that the provision and use of the automobile may generate compensation to Executive, and agrees that Company may withhold from Executive's Base Salary that amount which is necessary for Company to fully satisfy its withholding obligations under federal and state law. In addition, the Company shall reimburse the Executive for the miles for which he travels for business purposes in accordance with the standard mileage rate as determined by the Internal Revenue Service, and any toll road and parking garage charges incurred for business purposes.

(i) Change in Control Transaction Bonus. During Executive's employment, in the event that a Change in Control (as that term is defined under the STRATA Skin Sciences, Inc. 2016 Omnibus Incentive Plan, as amended from time to time (the "Equity Plan")) has occurred, Executive shall be paid a bonus (the "Change in Control Transaction Bonus"), in cash, equal to two (2) times the Base Salary as in effect immediately prior to such Change in Control. If applicable, the Change in Control Transaction Bonus shall be paid in a lump sum within fifteen (15) days after the consummation of such Change in Control.

5. Termination of Employment; Severance Benefits. Notwithstanding the provisions of Section 2, Executive's employment hereunder shall terminate under the following circumstances:

(a) Death. If Executive dies during the Term, Executive's employment hereunder shall immediately and automatically terminate. In such event, Company shall pay to Executive's designated beneficiary or, if no beneficiary has been designated by Executive, to Executive's estate, the Final Compensation. Company shall have no further obligation hereunder to Executive, Executive's beneficiary, or Executive's estate upon termination of Executive's employment under this Section 5(a) including, specifically, that the provisions of Section 5(d) shall not apply.

(b) Disability.

(i) Company may terminate Executive's employment hereunder due to Executive's Disability during the Term by giving Executive thirty (30) days' written notice of its intent to terminate, but in no event shall such termination be effective prior to the expiration of the time periods in the definition of "Disability." Notwithstanding the foregoing, Company will, after engaging in an interactive process with Executive to discern whether reasonable accommodation(s) can be provided without undue hardship upon Company, offer Executive reasonable accommodation(s) to enable Executive to perform the essential functions of Executive's position to the extent required by the Americans with Disabilities Act, as amended, ("ADA") and applicable state law (if any) before terminating Executive's employment hereunder. Executive may decline such reasonable accommodation, in which case Executive's employment hereunder will terminate as provided in this subsection.

(ii) In the event of such termination for Disability, Executive will receive Executive's Final Compensation. Company shall have no further obligation hereunder to Executive upon termination of Executive's employment under this Section 5(b), including, specifically, that the provisions of Section 5(d) shall not apply.

(iii) Subject to Executive's rights under the Family and Medical Leave Act ("FMLA") and the ADA, Company may designate another employee to act in Executive's place during any period of Executive's disability during which Executive is unable to perform the essential functions of Executive's position with or without a reasonable accommodation. Notwithstanding any such designation, Executive shall continue to receive the Base Salary in accordance with Section 4(a) and coverage under the Benefit Plans in accordance with Section 4(b), to the extent permitted by the then-current terms of the applicable benefit plans and as provided under the FMLA, if applicable, until the earliest to occur of (A) the end of the Term or (B) Executive becomes eligible for disability income benefits under Company's disability income plan.

(iv) While receiving disability income payments under Company's disability income plan (if applicable), Company will continue to pay to Executive Executive's Base Salary under Section 4(a), but may offset any such disability income payments Executive receives against the Base Salary payments. Executive will also continue to participate in the Benefit Plans in accordance with Section 4(b) and the terms of such Benefit Plans, until the end of the Term or until the termination of Executive's employment, whichever occurs first.

(v) If any question arises as to whether during any period Executive has a Disability as defined herein, Executive may, and at the request of Company shall, submit to a medical examination by a qualified, unbiased physician selected by Company and reasonably acceptable to Executive or Executive's duly appointed guardian, if any, to determine whether Executive has a Disability and such determination shall for the purposes of this Agreement be conclusive of the issue.

(c) By Company for Cause. Company may terminate Executive's employment hereunder for Cause, as defined in Section 11, at any time upon notice to Executive setting forth in reasonable detail the nature of such Cause. Upon the giving of notice of termination of Executive's employment hereunder for Cause, Executive will receive Executive's Final Compensation. Except as provided herein, Company will have no further obligation to Executive upon termination of Executive's employment under this Section 5(c). Any notice of termination of Executive's employment hereunder for Cause, or any notice to Executive regarding any event, condition or circumstance that, if not cured, if applicable, in accordance with the above, could give rise to a termination of Executive's employment hereunder for Cause, shall set forth in detail the applicable event(s), condition(s) or circumstance(s) constituting reason(s) or potential reason(s) for such termination hereunder.

(d) By Company Other than for Cause or by Executive for Good Reason. Company may terminate Executive's employment hereunder other than for Cause at any time upon thirty (30) days' written notice to Executive and Executive may terminate Executive's employment hereunder for Good Reason at any time upon thirty (30) days' written notice to Company.

(i) In the event of a termination of Executive's employment under this Section 5(d), in addition to the Final Compensation, Executive shall receive:

(A) continuation of Executive's Base Salary, at the rate in effect as of the date immediately preceding the date of termination, until the earlier of (x) the Term End Date and (y) eighteen (18) months after the date of termination, payable in accordance with the Company's regular payroll practices, less applicable withholdings, commencing at the conclusion of the period set forth in Section 5(d)(iii), provided that the first installment of such payments shall include all amounts which would have been paid during the period between Executive's date of termination and the date of such first installment; and

(B) if the date of termination occurs after the end of a calendar year but prior to the date on which a Bonus is paid under Section 4(b), payment of such Bonus as determined under Section 4(b) shall be at the time proscribed by Section 4(b); and

(C) payment of a pro-rata portion of the amount of Executive's Bonus for the year in which termination occurs that would have been payable based on actual performance determined under the terms of the Bonus as then in effect for such year, with such pro-rata portion calculated by multiplying the amount of such bonus for the year in which such termination occurs (as determined by the Board based on actual performance for such year) by a number: (x) the numerator of which is the number of days worked by Executive during the year of such termination, and (y) the denominator of which is three hundred sixty-five (365), with such payment to be made after the determination of the Bonus pursuant to Section 4(b).

(ii) If the Executive timely and properly elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Company shall reimburse the Executive for the monthly COBRA premium paid by the Executive for himself and his dependents. Such reimbursement shall be paid to the Executive on the 1st day of the month immediately following the month in which the Executive timely remits the premium payment. The Executive shall be eligible to receive such reimbursement until the earliest of: (A) eighteen (18) months after the date of termination of employment; (B) the date the Executive is no longer eligible to receive COBRA continuation coverage; and (C) the date on which the Executive receives substantially similar coverage from another employer or other source.

(iii) Any obligation of Company to Executive under this Section 5(d) (other than for the Final Compensation or for benefits required by law) is conditioned upon Executive's execution and delivery to Company and the expiration of all applicable statutory revocation periods of a release of claims in the form attached hereto as Exhibit A (the "Executive Release"), provided, that the terms of such Executive Release provided, that the terms of such Executive Release shall be subject to modification to the extent necessary to comply with (a) the fact that more than one employee is simultaneously being terminated by Company as part of a group termination decision or (b) changes in applicable law, if any, occurring after the date hereof and prior to the date such Executive Release is executed.

(e) By Executive Other than for Good Reason. Executive may terminate Executive's employment hereunder other than for Good Reason upon thirty (30) days' written notice to Company; provided, that Company may, in its sole and absolute discretion, by written notice accelerate such date of termination. In the event of a termination of Executive's employment under this Section 5(e), Executive will receive the Final Compensation. Company shall have no further obligation hereunder to Executive upon termination of Executive's employment under this Section 5(e).

6. Effect of Termination.

(a) Upon termination of Executive's employment hereunder and subject to the provisions of Section 5 and Section 6(c), Company's entire obligation to Executive shall be payment of Final Compensation.

(b) In connection with cessation of Executive's service as President and Chief Executive Officer of Company, Executive shall automatically resign as a member of the Board and the board of directors (or similar body) of any of Company's affiliated companies (except to the extent Executive and Company otherwise may agree in writing at the time). Executive hereby agrees that no further action is required by Executive or any of the preceding to make the transitions and resignations provided for in this paragraph effective, but Executive nonetheless agrees to execute any documentation Company reasonably requests at the time to confirm it and to not reassume any such service or position without the written consent of Company.

(c) Except as otherwise required by Consolidated Omnibus Budget Reconciliation Act or any similar federal or state law, benefits shall continue or terminate pursuant to the terms of the applicable benefit plan or agreement, without regard to any continuation of Base Salary or other payment to Executive following such date of termination.

(d) The provisions of this Section 6 shall apply to any termination of employment. Provisions of this Agreement will survive any termination if so provided herein or if necessary or desirable to accomplish the purposes of other surviving provisions, including, without limitation, the obligations of Executive under Sections 7, 9 and 10.

(e) Any termination of Executive's employment with Company under this Agreement shall automatically be deemed to be simultaneous resignation of all other positions and titles (including any director positions) that Executive holds with Company and any affiliate or subsidiary thereof. This Section 6(e) shall constitute a resignation notice for such purposes.

7. Confidential Information.

(a) Executive acknowledges that Company continually develops Confidential Information, that Executive may develop Confidential Information for Company and that Executive may learn of Confidential Information during the course of employment with Company. Executive will comply with the policies and procedures of Company for protecting Confidential Information and shall not disclose to any Person or use, other than as required by applicable law, regulation or process or for the proper performance of Executive's duties and responsibilities to Company, any Confidential Information obtained by Executive incident to Executive's employment or other association with Company. Executive understands that this restriction shall continue to apply after Executive's employment terminates, regardless of the reason for such termination.

(b) Notwithstanding anything contained in this Section 7 to the contrary, nothing contained herein shall prevent Executive from disclosing any Confidential Information required by law, subpoena, court order or other legal process to be disclosed; provided, that, Executive shall give prompt written notice to Company of such requirement, disclose no more information than is so required and cooperate, at Company's cost and expense, with any attempt by Company to obtain a protective order or similar treatment with respect to such information.

(c) Pursuant to the Defend Trade Secrets Act of 2016, Executive understands that:

(i) Executive may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding; and

(ii) if Executive files a lawsuit for retaliation by Company for reporting a suspected violation of law Executive may disclose the employer's trade secrets to Executive's attorney and use the trade secret information in the court proceeding if Executive files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

8. Assignment of Rights to Intellectual Property. Executive shall promptly and fully disclose to Company all Intellectual Property developed for the benefit of Company in the course of Executive's employment by Company. Executive hereby assigns and agrees to assign to Company (or as otherwise directed by Company) Executive's full right, title and interest in and to all such Intellectual Property. Executive agrees to execute any and all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by Company (at Company's expense) to assign to Company the Intellectual Property developed for the benefit of Company in the course of Executive's employment by Company and to permit Company to enforce any patents, copyrights or other proprietary rights to the Intellectual Property. Executive will not charge Company for time spent in complying with these obligations. All copyrightable works that Executive creates developed for the benefit of Company in the course of Executive's employment by Company shall be considered "work made for hire."

9. Restricted Activities. Executive agrees that the restrictions on Executive's activities during and after Executive's employment set forth below are necessary to protect the goodwill, Confidential Information and other legitimate interests of Company and its successors and assigns:

(a) During the term of this Agreement and during the Restricted Period following termination of employment, Executive will not, without the prior written consent of Company, directly or indirectly, and whether as principal or investor or as an employee, officer, director, manager, partner, consultant, agent, or otherwise, alone or in association with any other person, firm, corporation, or other business organization, engage or otherwise become involved in a Competing Business (as defined below) in any country in which the Company conducted business during the Term; provided, however, that the provisions of this Section 9 shall apply solely to those activities of a Competing Business which are congruent with those activities with which Executive was personally involved or for which Executive was responsible while employed by Company or its subsidiaries during the twelve (12) month period preceding termination of Executive's employment. This Section 9 will not be violated, however, by Executive's investment of up to \$100,000 in the aggregate in one or more publicly-traded companies that engage in a Competing Business. "Competing Business" means a business or enterprise (other than Company or its subsidiaries) engaged in dermatology and plastic surgery and any other business directly competing with the business of the Company as currently conducted or otherwise conducted by the Company during the Term. "Restricted Period" means eighteen (18) months.

(b) During the Term of this Agreement and during the Restricted Period (as defined above), Executive will not engage in any Wrongful Solicitation (as defined below). A “Wrongful Solicitation” shall be deemed to occur when Executive directly or indirectly (except in the course of Executive’s employment with Company), for the purpose of conducting or engaging in a Competing Business, calls upon, solicits, advises or otherwise does, or attempts to do, business with any Person who is, or was, during the then most recent 12-month period, a customer of Company or any of its subsidiaries, or takes away or interferes or attempts to take away or interfere with any custom, trade, business, patronage or affairs of Company or any of its subsidiaries, or hires or attempts to hire any Person who is, or was during the most recent 12-month period, an employee, officer, representative or agent of Company or any of its subsidiaries, or solicits, induces, or attempts to solicit or induce any person who is an employee, officer, representative or agent of Company or any of its subsidiaries to leave the employ of Company or any of its subsidiaries, or violate the terms of their contract, or any employment agreement, with it.

(c) It is expressly understood and agreed that although Executive and Company consider the restrictions contained in this Section 9 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as the court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(d) It is expressly understood by Executive that in the event of a violation of any period specified in this Section 9, such period shall be extended by a period of time equal to that period beginning with the commencement of any such violation and ending when such violation shall have been finally terminated in good faith.

10. Enforcement of Covenants. Executive acknowledges that Executive has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed upon Executive pursuant to Sections 7, 8 and 9. Executive agrees that these restraints are necessary for the reasonable and proper protection of Company and its successors and assigns and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area. Executive further acknowledges that, were Executive to breach any of the covenants contained in Sections 7, 8 and 9, the damage to Company would be irreparable. Executive therefore agrees that Company, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by Executive of any of the covenants herein, without any requirement to post a bond or similar security. The parties further agree that, in the event that any provision of Sections 7, 8 or 9 shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

11. Definitions. Words or phrases which are initially capitalized or are within quotation marks shall have the meanings provided in this Section and as provided elsewhere herein. For purposes of this Agreement, the following definitions apply:

(a) “Affiliate” means, with respect to any specified Person, any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person (for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to either (i) direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise or (ii) vote at least fifty percent (50%) or more of the securities having voting power for the election of a majority of the directors (or Persons performing similar functions) of such Person.

(b) “Cause” means if Executive is discharged by Company on account of the occurrence of one or more of the following events:

(i) Executive’s continued refusal or failure to perform (other than by reason of Disability) Executive’s material duties and responsibilities to Company if such refusal or failure is not cured within thirty (30) days following written notice of such refusal or failure by Company to Executive, or Executive’s continued refusal or failure to follow any reasonable lawful direction of the Board if such refusal or failure is not cured within thirty (30) days following written notice of such refusal or failure by Company to Executive;

(ii) a material breach of this Agreement (other than Sections 7, 8 and 9) by Executive that, if capable of being cured, is not cured within thirty (30) days following written notice of such breach by Company to Executive;

(iii) an intentional and material breach of Sections 7, 8 and 9 hereof by Executive;

(iv) willful, grossly negligent or unlawful misconduct by Executive which causes material harm to Company or its reputation;

(v) any conduct engaged in by Executive that is materially detrimental to the business or reputation of Company as determined by the Board in good faith using its reasonable business judgment that is not cured within thirty (30) days following written notice from Company to Executive;

(vi) Company is directed in writing by regulatory or governmental authorities to terminate the employment of Executive or Executive engages in activities that (i) are not approved or authorized by the Board, and (ii) cause actions to be taken by regulatory or governmental authorities that have a material adverse effect on Company; or

(vii) a conviction, plea of guilty, or plea of nolo contendere by Executive, of or with respect to a criminal offense which is a felony or other crime involving dishonesty, disloyalty, fraud, embezzlement, theft or similar action(s) (including, without limitation, acceptance of bribes, kick-backs or self-dealing), or the material breach of Executive's fiduciary duties with respect to Company.

(c) "Code" means the Internal Revenue Code of 1986, as amended.

(d) "Company," has the meaning ascribed to it in the preamble of this Agreement.

(e) "Confidential Information" means any and all non-public information of Company. Confidential Information includes, without limitation, such information relating to (i) the development, research, testing, manufacturing, marketing and financial activities of Company, (ii) the Services, (iii) the costs, sources of supply, financial performance and strategic and/or business plans of Company, (iv) the identity and special needs of the customers and prospective customers of Company, and (v) the people and organizations with whom Company has business relationships and those relationships. Confidential Information also includes any information that Company has received, or may receive hereafter, belonging to customers or others with any understanding, express or implied, that the information would not be disclosed. Notwithstanding the foregoing, "Confidential Information" does not include (x) any information that is or becomes generally known to the industry or the public through no wrongful act of Executive or any representative of Executive and (y) any information that is made legitimately available to Executive by a third party without breach of any confidentiality obligation.

(f) "Disability," means Executive's inability, due to any illness, injury, accident or condition of either a physical or psychological nature, to substantially perform Executive's duties and responsibilities hereunder for a period of one hundred twenty (120) consecutive days, or for any one hundred and eighty (180) days during any period of three hundred and sixty-five (365) consecutive calendar days, exclusive of any leave Executive may take under the Family and Medical Leave Act, 29 U.S.C. § 12101 *et seq.* ("FMLA") or as a reasonable accommodation under the Americans with Disabilities Act, 29 U.S.C. § 2601 *et seq.* ("ADA").

(g) "Final Compensation" means the amount equal to the sum of (i) the Base Salary earned but not paid through the date of termination of employment, payable not later than the next scheduled payroll date, (ii) any business and related expenses and allowances incurred by Executive or to which Executive is entitled under Section 4(g) but unreimbursed on the date of termination of employment; provided that with respect to business expenses unreimbursed under Section 4(g), such expenses and required substantiation and documentation are submitted within one hundred eighty (180) days of termination in the case of termination on account of Executive's death, or thirty (30) days on account of termination for any reason other than death, and that such expenses are reimbursable under Company's applicable reimbursement policy, and (iii) any other supplemental compensation, insurance, retirement or other benefits due and payable or otherwise required to be provided under Section 4 in accordance with the terms and conditions of the applicable plan or agreement.

(h) “Good Reason” means, without Executive’s express written consent, (i) a material reduction in the Base Salary, then in effect, except a material diminution generally affecting the members of the Company’s management, (ii) a material reduction in job title, position or responsibility, (iii) a material breach of any term or condition contained in this Agreement, or (iv) a relocation of Executive’s principal worksite that is more than fifty (50) miles from Executive’s principal worksite as of the Start Date. However, none of the foregoing events or conditions will constitute “Good Reason” unless (i) Executive provides Company with written notice of the existence of Good Reason within ninety (90) days following the occurrence thereof, (ii) Company does not reverse or otherwise cure the event or condition within thirty (30) days of receiving that written notice, and (iii) Executive resigns Executive’s employment within thirty (30) days following the expiration of that cure period.

(i) “Intellectual Property” means inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by Executive (whether alone or with others, whether or not during normal business hours or on or off Company premises) during Executive’s employment that relate to either the Services or any prospective activity of Company or that make use of Confidential Information or any of the equipment or facilities of Company.

(j) “Person” means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust and any other entity or organization, other than Company.

(k) “Sale of Company” means the sale of Company to an independent third party or group of independent third parties pursuant to which such party or parties acquire (i) equity interests possessing the voting power under normal circumstances to elect a majority of the Board of Directors or similar governing body of Company (whether by merger, consolidation or sale or transfer of such equity interests), or (ii) all or substantially all of Company’s assets determined on a consolidated basis.

(l) “Services” means all services planned, researched, developed, tested, manufactured, sold, licensed, leased or otherwise distributed or put into use by Company, together with all products provided or planned by Company, during Executive’s employment.

12. Withholding. All payments made by Company under this Agreement may be reduced by any tax or other amounts required to be withheld by Company under applicable law or by any amounts authorized in writing by Executive.

13. Assignment. Neither Company nor Executive may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that Company may assign its rights and obligations under this Agreement without the consent of Executive in the event of a Sale of Company. This Agreement shall inure to the benefit of and be binding upon Company and Executive, their respective successors, executors, administrators, heirs and permitted assigns.

14. Compliance with Code Section 409A.

(a) Notwithstanding any provision of this Agreement to the contrary, Executive’s employment will be deemed to have terminated on the date of Executive “separation from service” (within the meaning of Treas. Reg. Section 1.409A-1(h)) with Company.

(b) It is intended that this Agreement will comply with Section 409A of the Code, and any regulations and guideline issued thereunder (“Section 409A”) to the extent that any compensation and benefits provided hereunder constitute deferred compensation subject to Section 409A. This Agreement shall be interpreted on a basis consistent with this intent. The parties will negotiate in good faith to amend this Agreement as necessary to comply with Section 409A in a manner that preserves the original intent of the parties to the extent reasonably possible. No action or failure to act, pursuant to this Section 14 shall subject Company to any claim, liability, or expense, and Company shall not have any obligation to indemnify or otherwise protect Executive from the obligation to pay any taxes pursuant to Section 409A of the Code.

(c) For purposes of the application of Treas. Reg. § 1.409A-1(b)(4)(or any successor provision), each payment in a series of payments will be deemed a separate payment.

(d) Notwithstanding anything in this Agreement to the contrary, if any amount or benefit that would constitute non-exempt “deferred compensation” for purposes of Section 409A of the Code would otherwise be payable or distributable under this Agreement by reason of Executive’s separation from service during a period in which Executive is a “specified employee” (as defined under Code Section 409A and the final regulations thereunder), then, subject to any permissible acceleration of payment by Company under Treas. Reg. Section 1.409A-3(j)(4)(ii) (domestic relations order), (j)(4)(iii) (conflicts of interest), or (j)(4)(vi) (payment of employment taxes):

(i) if the payment or distribution is payable in a lump sum, Executive’s right to receive payment or distribution of such non-exempt deferred compensation will be delayed until the earlier of Executive’s death or the first day of the seventh month following Executive’s separation from service; and

(ii) if the payment or distribution is payable over time, the amount of such non-exempt deferred compensation that would otherwise be payable during the six-month period immediately following Executive’s separation from service will be accumulated and Executive’s right to receive payment or distribution of such accumulated amount will be delayed until the earlier of Executive’s death or the first day of the seventh month following Executive’s separation from service, whereupon the accumulated amount will be paid or distributed to Executive and the normal payment or distribution schedule for any remaining payments or distributions will resume.

This Section 14(d) should not be construed to prevent the application of Treas. Reg. § 1.409A-1(b)(9)(iii)(or any successor provision) to amounts payable hereunder (or any portion thereof).

15. Golden Parachute Limitation. Notwithstanding anything in this section or elsewhere in this Agreement to the contrary, in the event the payments and benefits payable hereunder to or on behalf of Executive (which the parties agree will not include any portion of payments allocated to the non-competition and non-solicitation provisions of Sections 7 that are classified as payments of reasonable compensation for purposes of Section 280G of the Internal Revenue Code of 1986, as amended (the “Code”)), when added to all other amounts and benefits payable to or on behalf of Executive, would result in the loss of a deduction under Code Section 280G, or the imposition of an excise tax under Code Section 4999, the amounts and benefits payable hereunder shall be reduced to such extent as may be necessary to avoid such loss of deduction or imposition of excise tax. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Code Section 409A and where two or more economically equivalent amounts are subject to reduction, but payable at different times, such amounts shall be reduced on a pro-rata basis. All calculations required to be made under this subsection will be made by the Company’s independent public accountants, subject to the right of Executive’s professional advisors to review the same. The parties recognize that the actual implementation of the provisions of this subsection are complex and agree to deal with each other in good faith to resolve any questions or disagreements arising hereunder.

16. Indemnification. Company will indemnify Executive to the fullest extent permitted by law, for all amounts (including, without limitation, judgments, fines, settlement payments, expenses and reasonable out-of-pocket attorneys’ fees) incurred or paid by Executive in connection with any action, suit, investigation or proceeding, or threatened action, suit, investigation or proceeding, arising out of or relating to the performance by Executive of services for, or the acting by Executive as a director, officer or employee of, Company, or any subsidiary of Company. Any fees or other necessary expenses incurred by Executive in defending any such action, suit, investigation or proceeding shall be paid by Company in advance, subject to Company’s right to seek repayment from Executive if a determination is made that Executive was not entitled to indemnification.

17. Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

19. Survival. Sections 7 through 30 shall survive and continue in full force in accordance with their terms notwithstanding the termination of Executive’s employment (and hence the Term of this Agreement) for any reason.

20. Notices. Any and all notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be effective when delivered in person, with respect to notices delivered personally, or upon confirmed receipt when delivered by facsimile or deposited with a reputable, nationally recognized overnight courier service and addressed or faxed to Executive at Executive's last known address on the books of Company or, in the case of Company, at its principal place of business, attention: Secretary, Board of Directors.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties (including with respect to Company, its successors and assigns) with respect to Executive's employment and supersedes all prior communications, agreements and understandings, written or oral, with respect to the terms and conditions of Executive's employment.

22. Amendment. This Agreement may be amended or modified only by a written instrument signed by Executive and by an expressly authorized representative of Company.

23. Headings. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.

24. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Furthermore, the delivery of a copy of such signature by facsimile transmission or other electronic exchange methodology shall constitute a valid and binding execution and delivery of this Agreement by such party, and such electronic copy shall constitute an enforceable original document. Counterpart signatures need not be on the same page and shall be deemed effective upon receipt.

25. Additional Obligations. Without implication that the contrary would otherwise be true, Executive's obligations under Sections 7 through 10 are in addition to, and not in limitation of, any obligations that Executive may have under applicable law (including any law regarding trade secrets, duty of loyalty, fiduciary duty, unfair competition, unjust enrichment, slander, libel, conversion, misappropriation and fraud).

26. Attorneys' Fees. In any action or proceeding brought to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses from the other party to the action or proceeding. For purposes of this Agreement, the "prevailing party" shall be deemed to be that party who obtains substantially the result sought, whether by settlement, mediation, judgment or otherwise, and "attorneys' fees" shall include, without limitation, the reasonable out-of-pocket attorneys' fees incurred in retaining counsel for advice, negotiations, suit, appeal or other legal proceeding, including mediation and arbitration. Notwithstanding the foregoing, the Company shall reimburse or pay the Executive's reasonable attorneys' fees incurred in the negotiation of this Agreement and/or in the event of termination of this Agreement, but the total amount reimbursed or paid pursuant to this provision shall not exceed \$10,000.

27. Confidentiality. The parties acknowledge and agree that this Agreement and each of its provisions are and shall be treated strictly confidential. During the Term and thereafter, Executive shall not disclose any terms of this Agreement to any person or entity without the prior written consent of Company, with the exception of Executive's tax, legal or accounting advisors or for legitimate business purposes of Executive, or as otherwise required by law.

28. No Rule of Construction. This Agreement shall be construed to be neither against nor in favor of any party hereto based upon any party's role in drafting this Agreement, but rather in accordance with the fair meaning hereof.

29. Governing Law. This Agreement, the rights of the parties and all claims, actions, causes of action, suits, litigation, controversies, hearings, charges, complaints or proceedings arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the domestic substantive laws of the state of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

30. WAIVER OF JURY TRIAL. EXECUTIVE AND COMPANY EXPRESSLY WAIVE ANY RIGHT EITHER MAY HAVE TO A JURY TRIAL CONCERNING ANY CIVIL ACTION THAT MAY ARISE FROM THIS AGREEMENT, OR THE RELATIONSHIP OF THE PARTIES HERETO.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been executed by Company (by its duly authorized representative) and by Executive, as of the date first above written.

STRATA SKIN SCIENCES, INC.

By: /s/ Uri Geiger

Name: Uri Geiger

Title: Chairman of the Board

EXECUTIVE:

/s/ Dolev Rafaeli

Dolev Rafaeli

Release of Claims

FOR AND IN CONSIDERATION OF the benefits to be provided me in connection with the termination of my employment, as set forth in that certain Employment Agreement, dated as of October __, 2023 (the "Agreement"), between me and STRATA Skin Sciences, Inc. (the "Company"), or under any severance pay plan applicable to me, which benefits are conditioned on my signing this Release of Claims and to which I am not otherwise entitled, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, on my own behalf and on behalf of my heirs, executors, administrators, beneficiaries, representatives and assigns, and all others connected with me, hereby release and forever discharge Company and any of its subsidiaries and Affiliates (as that term is defined in Section 11 of the Agreement) and all of their respective past, present and future officers, directors, trustees, equity holders, employees, agents, managers, joint venturers, representatives, successors and assigns, and all others connected with any of them (collectively, the "Released Parties"), both individually and in their official capacities, from any and all causes of action, rights and claims of any type or description, known or unknown, which I have had in the past, now have, or might now have, through the date of my signing of this Release of Claims, in any way resulting from, arising out of or connected with my employment by Company or any of its Affiliates or the termination of that employment, including, but not limited to, any allegation, claim or violation arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Worker Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; Executive Retirement Income Security Act of 1974; the Fair Labor Standards Act; any applicable Executive Orders; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other federal, state or local law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of Company; or any claim for wrongful discharge, breach of contract, intentional infliction of emotional distress or defamation; or any claim for costs, fees or other expenses, including attorneys' fees incurred in these matters (all of the foregoing collectively referred to herein as "Claims"), other than (i) the right to payment of any vested or accrued benefits under any supplemental compensation, insurance, retirement and/or other benefit plan or agreement applicable to Executive, (ii) the right to payment of any amounts owed to me by Company pursuant to Section 5 of the Agreement, (iii) any rights under applicable workers compensation or unemployment compensation laws, (iv) any rights that survive termination of my employment pursuant to an option grant agreement or certificate to purchase Company's (or an Affiliate's) capital stock, (v) any rights with respect to Company's (or an Affiliate's) capital stock owned by Executive or (vi) any rights to indemnification under the Agreement, Company's by-laws or any other applicable law.

In signing this Release of Claims, I acknowledge my understanding that I may not sign it prior to the termination of my employment, but that I may consider the terms of this Release of Claims for up to twenty-one (21) days (or such longer period as Company may specify) from the later of the date my employment with Company terminates or the date I receive this Release of Claims. I also acknowledge that I am advised by Company and its Affiliates to seek the advice of an attorney prior to signing this Release of Claims; that I have had sufficient time to consider this Release of Claims and to consult with an attorney, if I wished to do so, or to consult with any other person of my choosing before signing; and that I am signing this Release of Claims voluntarily and with a full understanding of its terms.

I represent that I have not filed against the Released Parties any complaints, charges, or lawsuits arising out of my employment, or any other matter arising on or prior to the date of this Release of Claims, and covenant and agree that I will never individually or with any person file, or commence the filing of, any charges, lawsuits, complaints or proceedings with any governmental agency, or against the Released Parties with respect to any of the matters released by me pursuant to this Release of Claims.

I further acknowledge that, in signing this Release of Claims, I have not relied on any promises or representations, express or implied, that are not set forth expressly in the Agreement. I understand that I may revoke this Release of Claims at any time within seven (7) days of the date of my signing by written notice to the Secretary, Board of Directors of Company (or such other person as Company may specify by notice to me given in accordance with the Agreement) and that this Release of Claims will take effect only upon the expiration of such seven-day revocation period and only if I have not timely revoked it.

Intending to be legally bound, I have signed this Release of Claims as of the date written below.

Signature: _____

Name: _____

Date Signed: _____

STOCK OPTION AGREEMENT
(Non-Qualified Stock Option)

THIS STOCK OPTION AGREEMENT (this "Agreement"), dated as of October 30, 2023 (the "Grant Date"), is between STRATA SKIN SCIENCES, INC., a Delaware corporation (the "Company"), and Dolev Rafaeli, an adult individual ("Optionee").

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein, agree as follows:

1. Non-Plan Grant; Incorporation of Terms of Plan. The Option is made and granted as a stand-alone award, separate and apart from, and outside of, the Amended and Restated STRATA Skin Sciences, Inc. 2016 Omnibus Incentive Plan (the "Plan"), and shall not constitute an award granted under or pursuant to the Plan. Notwithstanding the foregoing, the terms, conditions and definitions set forth in the Plan shall apply to the Option as though the Option had been granted under the Plan (including but not limited to the adjustment provision contained in the Plan), and the Option shall be subject to such terms, conditions and definitions which are hereby incorporated into this Agreement by reference. For the avoidance of doubt, the Option shall not be counted for purposes of calculating the aggregate number of Shares that may be issued or transferred pursuant to Awards under the Plan or for purposes of calculating the award limitations with respect to the Optionee under the Plan.

2. Employment Inducement Grant. The Option is intended to constitute an employment inducement grant under NASDAQ Listing Rule 5635(c)(4), and consequently is intended to be exempt from the NASDAQ rules regarding shareholder approval of stock option and stock purchase plans. This Agreement and the terms and conditions of the Option shall be interpreted in accordance and consistent with such exemption.

3. Grant of Option.

(a) In consideration, and as an inducement for the Optionee to enter into employment with the Company pursuant to an employment agreement dated as of the Grant Date ("Employment Agreement"), the Company, on the Grant Date, hereby grants to Optionee an unvested option to purchase up to 1,745,569 shares of Common Stock (the "Option Shares") at an exercise price of \$0.53 per share (the "Option"). The Option shall be subject to the terms and provisions of this Agreement and of the Plan, which is incorporated herein by reference.

(b) In consideration of the grant of the Option by the Company, the Optionee agrees to render faithful and efficient services to the Company pursuant to the Employment Agreement.

4. Vesting. The Option shall vest and may be exercised in accordance with the following vesting schedule:

(a) Options to purchase 145,465 Option Shares shall vest on January 30, 2024; and

(b) Options to purchase 145,464 Option Shares shall vest on each of April 30, 2024, July 30, 2024, October 30, 2024, January 30, 2025, April 30, 2025, July 30, 2025, October 30, 2025, January 30, 2026, April 30, 2026, July 30, 2026, and October 30 2026;

provided, however, that vesting shall accelerate and the right to purchase (i) all such Option Shares shall vest in full upon the consummation of a Change in Control of the Company, and (ii) upon the occurrence of a termination by the Company other than for Cause (as defined in the Employment Agreement), death or Disability (as defined in the Employment Agreement) and pursuant to Section 5(d) of the Employment Agreement, all such Option Shares shall vest in full upon the expiration of all applicable statutory revocation periods related to the Executive Release (as defined in the Employment Agreement) delivered pursuant to Section 5(d)(iii) of the Employment Agreement.

5. Term. The Option shall continue in effect until the tenth (10th) anniversary of the Grant Date (the "Term"). During the Term, Optionee may exercise the Option in whole or in part at any time and from time to time. Thereafter, the Option (to the extent vested and exercisable) shall expire and become unexercisable. The foregoing notwithstanding, subject to the other provisions of the Plan, if Optionee's employment with, or other service to, the Company is terminated (i) by the Optionee for any reason (other than Good Reason (as defined in the Employment Agreement), death or Disability) or for no reason, then (A) any portion of the Option that is not then exercisable shall thereupon terminate, and (B) any portion of the Option that is then exercisable shall remain exercisable during the 90-day period following such termination or, if sooner, until the expiration of the Term and, to the extent not exercised within such period, shall thereupon terminate; (ii) by the Company by reason of death or Disability, then (A) any portion of the Option that is not then exercisable shall thereupon terminate, and (B) any portion of the Option that is then exercisable shall remain exercisable during the one-year period following such termination or, if sooner, until the expiration of the Term and, to the extent not exercised within such period, shall thereupon terminate; (iii) by either (A) the Company other than for Cause (as defined in the Employment Agreement), death or Disability or (B) the Optionee for Good Reason, then (I) any portion of the Option that is not then exercisable shall thereupon terminate, and (II) any portion of the Option that is then exercisable shall remain exercisable until the expiration of the Term and, to the extent not exercised within such period, shall thereupon terminate; and (iv) for Cause, then the Option, whether or not then exercisable, shall immediately terminate and cease to be exercisable.

6. Manner of Exercising Option.

(a) Subject to the satisfaction of the conditions contained in this Agreement, the Option may be exercised by delivering to the Secretary of the Company a Notice of Exercise in the form attached hereto as Exhibit A, duly completed and executed by Optionee or his or her legal representative, together with payment in full for the shares of Common Stock purchased thereby.

(b) Notwithstanding anything in this Agreement to the contrary, at the discretion of the Company, the aggregate exercise price of the portion of this Option being exercised may be paid, in whole or in part, (i) by cash or check payable to the Company; (ii) by surrender to the Company of that number of fully paid and non-assessable shares of Common Stock owned by Optionee based on the Fair Market Value (as that term is defined in the Plan) equal to applicable exercise price; or (iii) by means of a "net value" exercise which reduces the number of Option Shares to be received upon such exercise to a "Net Number" of Option Shares determined according to the following formula:

Net Number = $(A \times (B - C)) / B$. For purposes of the foregoing formula:

A = the total number of Option Shares with respect to which this Option is then being exercised;

B = the last reported sale price (as reported by the principal national securities exchange on which the Common Stock is then traded) of the Common Stock on the trading date immediately preceding the date of the applicable exercise of this Option; and

C = the exercise price then in effect at the time of such exercise.

It is specifically intended that any such exercise contemplated hereunder be exempt from the "short-swing profit" rule of Section 16(b) of the Exchange Act of 1934, as amended (the "Exchange Act"), as provided by Rule 16b-3 of the Exchange Act.

7. Release. By signing below, Optionee, on behalf of himself or herself, his or her successors and assigns, hereby releases and forever discharges the Company and the present and former officers, directors, shareholders, employees, agents and attorneys of each of them from any and all actions, causes of action, damages, judgments, liabilities, obligations and claims whatsoever, in law or in equity, whether known or unknown, relating to, and covenants not to sue based on, any and all of the Company's commitments made by the Company prior to the date hereof to issue Optionee stock options or other equity incentives. Specifically, the Optionee acknowledges that this Option grant satisfies the obligation of the Company pursuant to Section 4(c) of the Employment Agreement.

8. No Transfer or Assignment. The Option may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by (i) will and by the laws of descent and distribution and (ii) during the lifetime of Optionee, to the extent and in the manner authorized by the Compensation Committee, but only to the extent such transfers are made to family members, to family trusts, to family controlled entities, to charitable organizations, and pursuant to domestic relations orders, in all cases without payment for such transfers. Any purported sale, pledge, assignment, hypothecation, transfer, or disposition in contravention of this Section 8 shall be null and void *ab initio*.

9. Compliance with Laws and Regulations.

(a) The Company will not be obligated to issue or deliver shares of Common Stock pursuant to the Plan unless the issuance and delivery of such shares complies with applicable law, including, without limitation, the Securities Act of 1933, as amended, the Securities Act of 1934, as amended, and the requirements of any stock exchange or market upon which the Common Stock may then be listed, and shall be further subject to the approval of counsel for the Company with respect to such compliance.

(b) In connection with the exercise of this Option, Optionee will execute and deliver to the Company such representations in writing as may be requested by the Company that it may comply with the applicable requirements of federal and state securities laws.

10. Notices. All notices, requests, demands, waivers, consents, approvals or other communications pursuant to this Agreement shall be in writing and delivered to the Company at its principal executive offices, Attention: Secretary, or to Optionee at the residence address reflected in the records maintained by the Company.

11. No Rights of Stockholder. Neither Optionee nor any legal representative of Optionee shall be, or have any of the rights and privileges of, a stockholder of the Company with respect to any shares subject to the Option except to the extent that certificates for such shares shall have been issued upon the exercise of the Option as provided for herein.

12. Construction. The Compensation Committee shall have exclusive authority to interpret and construe the Plan and the Option, and its determinations with respect thereto shall be final and binding on the Company and Optionee. In the event of any conflict between the Plan and this Agreement, the terms of this Agreement shall control.

13. No Rights Conferred. Nothing contained in this Agreement shall confer upon Optionee any right with respect to the continuation of his or her employment or other service with the Company or its subsidiaries or interfere in any way with the right of the Company and its subsidiaries at any time to terminate such employment or other service or to increase or decrease, or otherwise adjust, the other terms and conditions of Optionee's employment or other service.

14. Withholding. All amounts that, under federal, state or local law, are required to be withheld from the amount payable with respect to the Option shall be withheld by the Company.

15. Representations. The Optionee has reviewed with his or her own tax advisors the applicable tax (federal, state, and local) consequences of the transactions contemplated by this Agreement. The Optionee is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Optionee understands that the Optionee (and not the Company) shall be responsible for any tax liability that may arise as a result of the transactions contemplated by this Agreement.

16. Investment Representation. The Optionee hereby represents and warrants to the Company that the Optionee, by reason of the Optionee's business or financial experience (or the business or financial experience of the Optionee's professional advisors who are unaffiliated with and who are not compensated by the Company or any affiliate or selling agent of the Company, directly or indirectly), has the capacity to protect the Optionee's own interests in connection with the transactions contemplated under this Agreement.

17. Acceptance. The Optionee hereby acknowledges receipt of a copy of the Plan and this Agreement. The Optionee has read and understand the terms and provision thereof, and accepts the Option subject to all the terms and conditions of the Plan and this Agreement.

18. Entire Agreement; Amendment. This Agreement, the Employment Agreement and the Plan sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement may not be amended or supplemented except by a written instrument duly executed by each of the parties hereto; provided, however that the Company's Board of Directors or Compensation Committee may amend the terms of this Agreement at any time without the written consent of Optionee provided that such amendment does not adversely affect the rights of Optionee.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its principles of conflict of laws.

[Signature page follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and Optionee has executed this Agreement, as of the day and year above written.

STRATA SKIN SCIENCES, INC.

OPTIONEE:

By:

Name: Uri Gieger
Title: Chairman

Dolev Rafaeli

NOTICE OF EXERCISE

TO: STRATA Skin Sciences, Inc.

The undersigned hereby exercises his/her option to purchase _____ shares of Common Stock of STRATA Skin Sciences, Inc. (the "Company"), as provided in the Stock Option Agreement dated as of October __, 2023, \$____ per share, for an aggregate purchase price of \$ _____ (the "Purchase Price").

The undersigned is hereby paying the Purchase Price as follows (check one of the following):

- _____ (i) The undersigned has enclosed herewith payment by cash or check made payable to the order of the Company in the amount of the Purchase Price; or
- _____ (ii) The undersigned has received the prior approval of the Company that it will accept payment of the Purchase Price by the surrender to the Company of that number of fully paid and non-assessable shares of Common Stock owned by the undersigned Optionee which have an aggregate value equal to the Purchase Price and the undersigned has therefore enclosed herewith stock certificate number __ representing a total of _____ shares of Common Stock in order to surrender to the Company _____ shares of Common Stock in payment of the Purchase Price; or
- _____ (iii) The undersigned has received the prior approval of the Company that it will accept payment of the Purchase Price by means of a "net value" exercise and the undersigned hereby requests the Company to deliver to him/her _____ shares of Common Stock (the number of shares derived by a net value exercise) in full satisfaction of the exercise hereunder.

For the avoidance of any doubt, the Company has provided prior approval of the ability to pay the Purchase Price pursuant to clauses (ii) and (iii).

The undersigned hereby represents and warrants that it is his/her present intention to acquire and hold the aforesaid shares of Common Stock of the Company for his/her own account for investment, and not with a view to the distribution of any thereof, and agrees that he/she will make no sale, thereof, except in compliance with the applicable provisions of the Securities Act of 1933, as amended.

Signature: _____

Name (print) _____

Address: _____

Dated: _____

STRATA Skin Sciences, Inc.

October 26, 2023

Dear Chris,

This Retention Agreement is between Chris Lesovitz (“Employee”) and STRATA Skin Sciences, Inc. (“Strata”).

In consideration and acknowledgment of your future contributions to Strata you are hereby entitled to receive a Retention Bonus (as defined below) as an incentive to remain continuously employed through your designated Retention Period (as defined below), which will be payable in accordance with this Retention Agreement.

For purposes of this Retention Agreement, the following applies:

1. Your Retention Bonus is \$142,500.
 2. Your “Retention Period” will begin upon the execution of this Retention Agreement and will continue until the filing of the Strata Form 10-K for 2023.
 3. “Employer” refers to STRATA Skin Sciences, Inc.
 4. “Cause” means any of the following events: (a) conviction of, or entry of a plea of guilty or nolo contendere to, a felony; (b) misconduct within the meaning of the Pennsylvania Unemployment Compensation Law; (c) a breach of fiduciary duty to the Employer; (d) a material act of dishonesty, fraud or misrepresentation; (e) willful or intentional breach or neglect of your duties; (f) persistent negligence or misconduct in the performance of your duties; (g) material breach of any provision of this Retention Agreement; or (h) failure to abide by any of the Employer’s written policies and procedures.
 5. “Good Reason” means, without your express written consent, (i) a material reduction in your base salary, then in effect, (ii) a material reduction in job title, position or responsibility, or (iii) a relocation of your principal worksite of more than twenty-five (25) miles from your principal worksite as of the date of this Retention Agreement. However, none of the foregoing events or conditions will constitute “Good Reason” unless (x) you provide the Employer with written notice of the existence of Good Reason within thirty (30) days following the occurrence thereof, (y) the Employer does not reverse or otherwise cure the event or condition within thirty (30) days of receiving that written notice, and (z) you resign your employment within thirty (30) days following the expiration of that cure period.
-

If you remain continuously employed with the Employer through your Retention Period or you are terminated by the Employer other than for Cause during the Retention Period or you voluntarily terminate employment for Good Reason, you will be entitled to receive your Retention Bonus, subject to the terms of this Retention Agreement. The Retention Bonus, less applicable federal and state tax withholdings, will be paid out in the following intervals:

- (a) One-half of the Retention Bonus (\$71,250) will be paid concurrently with the Employee's final payroll at the end of December 2023 subject to the Employee's continuous employment through such payroll date; and
- (b) One-half of the Retention Bonus (\$71,250) will be paid upon the continuous employment through the end of Retention Period concurrent with the filing of the Employer's 2023 Form 10-K;

Notwithstanding the previous sentence, if you are terminated by the Employer other than for Cause during the Retention Period or you terminate employment for Good Reason during the Retention Period, the entire Retention Bonus will be paid upon the later of 30 days following your employment termination date.

If the Employee resigns his employment with the Employer, other than for Good Reason, prior to the end of the Retention Period, Employee shall pay back any portion of the Retention Bonus he has already received within 30 days following such termination date.

No provision of this Retention Agreement may be modified, amended or revoked, except in a writing signed by Employee and an authorized officer of Strata. This Agreement shall be construed and enforced in accordance with the laws of the state of Delaware, without regard to its choice or conflict of laws principles.

Unless specifically provided herein, this Retention Agreement contains all of the understandings and representations between the Employee and Strata pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The parties mutually agree that the Retention Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of the Retention Agreement.

[SIGNATURE PAGE FOLLOWS]

By signing below, you acknowledge that you agree to the terms and conditions of this Retention Agreement. We appreciate your continued hard work.

For and on behalf of STRATA Skin Sciences, Inc.

By: _____

**Accepted and agreed to this
_____ day of October, 2023**

Employee

STRATA Skin Science Announces Leadership Change

Bob Moccia Steps Down as CEO and Member of the Board

Dr. Dolev Rafaeli, Named New Vice-Chairman, President and CEO

HORSHAM, Pa., Oct. 30, 2023 (GLOBE NEWSWIRE) -- STRATA Skin Sciences, Inc. (NASDAQ: SSKN), a medical technology company dedicated to developing, commercializing and marketing innovative products for the treatment of dermatologic conditions, today announced that the Board of Directors and Bob Moccia have mutually agreed that Mr. Moccia will step down as the Company's Chief Executive Officer and member of the Board, as of October 30, 2023. Dr. Dolev Rafaeli has been named the new Vice-Chairman, President and Chief Executive Officer (CEO).

Dr. Rafaeli brings over 30 years of public and private company experience, offering a dynamic and ever-changing business landscape across various industries, encompassing healthcare, medical device, and consumer and industrial services fields. He served as STRATA's President and CEO from 2018 to 2021 and previously served as the President and CEO of PhotoMedex (Nasdaq: PHMD), the company that developed the technology and the unique go-to-market of the XTRAC® and VTRAC®, and had sold that business to STRATA in 2015. While at PhotoMedex, Dr. Rafaeli increased the global install base to over 2,000 devices and created a unique suite of services that drove the growth in domestic and international recurring revenue sales. During his tenure as CEO of PhotoMedex, from 2011 to 2017, the technology, intellectual property, and clinical application of the products were expanded widely, resulting in over 150 peer-reviewed published clinical studies. Additionally, from 2006 to 2017, he served as the President and CEO of Radiancy Inc., a subsidiary of PhotoMedex. He is also on the Board of Directors of Trukera Medical, formally TearLab Corporation. Dr. Rafaeli graduated with a BSc in industrial engineering and management cum laude and an MSc in operations management summa cum laude from the Technion-Israel Institute of Technology and holds a PhD in business management from Century University and an MBA summa cum laude from Cornell University.

"On behalf of the Board, I would like to thank Bob Moccia for his dedicated leadership and invaluable contributions during his time at the helm of STRATA," stated Dr. Uri Geiger, Chairman of the Board. "We are optimistic about the Company's continued growth, and we are pleased to welcome back Dr. Dolev Rafaeli as our new leader to guide us through the pursuit of numerous business objectives. The Board and the STRATA team eagerly anticipate collaborating closely with Dr. Rafaeli and are enthusiastic about the exciting opportunities ahead."

Dr. Rafaeli expressed, "As a long and significant shareholder of the company, it is a privilege to rejoin STRATA as its Vice-Chairman, President, CEO, as I continue to be impressed by the Company's track record and the dedication of its employees. I eagerly anticipate collaborating with the Board to lead the organization as we persist in our commitment to advance and expand our efforts with XTRAC®, VTRAC®, and TheraClear®X, focusing on patients struggling with various dermatologic conditions such as psoriasis, vitiligo, and acne. Together, we will build upon the work of Mr. Moccia and steer STRATA towards even greater accomplishments in the future."

Mr. Moccia added, "It has been a pleasure watching the Company grow. I take great pride in contributing to this outstanding team and look forward to STRATA's future successes."

About STRATA Skin Sciences, Inc.

STRATA Skin Sciences is a medical technology company dedicated to developing, commercializing and marketing innovative products for the in-office treatment of various dermatologic conditions such as psoriasis, vitiligo, and acne. Its products include the XTRAC® excimer laser, VTRAC® lamp systems, and the TheraClear®X Acne Therapy System.

STRATA is proud to offer these exciting technologies in the U.S. through its unique Partnership Program. STRATA's popular partnership approach includes a fee per treatment cost structure versus an equipment purchase, installation and use of the device, on-site training for practice personnel, service and maintenance of the equipment, dedicated account and customer service associates, and co-op advertising support to help raise awareness and promote the program within the practice.

Safe Harbor

This press release includes "forward-looking statements" within the meaning of the Securities Litigation Reform Act of 1995. These statements include but are not limited to the Company's plans, objectives, expectations and intentions and may contain words such as "will," "may," "seeks," and "expects," that suggest future events or trends. These statements, the Company's ability to launch and sell an acne treatment device and to integrate that device into its product offerings, the Company's ability to develop, launch and sell products recently acquired or to be developed in the future, the Company's ability to develop social media marketing campaigns, direct to dermatologist marketing campaigns, and the Company's ability to build a leading franchise in dermatology and aesthetics, are based on the Company's current expectations and are inherently subject to significant uncertainties and changes in circumstances. Actual results may differ materially from the Company's expectations due to financial, economic, business, competitive, market, regulatory, adverse market conditions labor supply shortages, or supply chain interruptions resulting from the coronavirus, fiscal, and political factors, responses, or conditions affecting the Company, the medical device industry and our customers and patients in general, as well as more specific risks and uncertainties set forth in the Company's SEC reports on Forms 10-Q and 10-K. Given such uncertainties, any or all these forward-looking statements may prove to be incorrect or unreliable. The statements in this press release are made as of the date of this press release, even if subsequently made available by the Company on its website or otherwise. The Company does not undertake any obligation to update or revise these statements to reflect events or circumstances occurring after the date of this press release. The Company urges investors to carefully review its SEC disclosures available at www.sec.gov and www.strataskin.com.

Investor Contact:

Rich Cockrell

CG Capital

Phone: +1 (404) 736-3838

sskn@cg.capital
