Risk Factors Comparison 2024-02-28 to 2023-02-28 Form: 10-K

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Investing in our common stock involves a high degree of risk. You should carefully consider the risks described below, as well as all other information included in this Report, including our consolidated financial statements, the notes thereto and the section entitled " Management' s Discussion and Analysis of Financial Condition and Results of Operations, " before you decide to purchase shares of our common stock. If any of the following risks actually occurs, our business, prospects, financial condition and operating results could be materially harmed. As a result, the trading price of our common stock could decline and you could lose all or part of your investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations and stock price. Risks Related to Our Business and Strategy We are substantially dependent on the clinical and commercial success of our Products. ~~To date, we have invested substantial efforts and financial resources in the research and development of neuromodulator product candidates and have not generated material revenue from the sale of any product except the RHA ® Collection of dermal fillers.~~ Our near- term prospects and our future growth, including our ability to finance our business and generate revenue, is substantially dependent on the clinical and commercial success of DAXXIFY ® and our ability to continue to generate revenue from the sales of the RHA ® Collection of dermal fillers. ~~On~~ **In** September ~~8,~~ 2022, we announced the DAXXIFY ® GL Approval. ~~However~~ **In addition** , **in September 2023,** we **introduced new pricing for DAXXIFY ®, which priced the product more competitively with BOTOX ®. As of December 31, 2023, we have generated $ 95. 0 million in revenue from the commercial sale of DAXXIFY ® since the DAXXIFY ® GL Approval in September 2022. If our aesthetics strategy, including the new pricing for DAXXIFY ®, does not lead to additional product adoption as expected or we are unable to continue or increase the commercial success of DAXXIFY ® as expected, our revenues may not be sufficient to support our existing operating plan, which may require us to refinance our debt, conduct additional financings, restructure operations, sell assets or reduce our operating expenses. In August 2023, we announced the approval of DAXXIFY ® for the treatment of cervical dystonia, which is our first therapeutics indication. We** have limited **experience in** ~~commercial~~ **commercializing** ~~sales of DAXXIFY ®~~ **products in the therapeutics space** and **have** not yet demonstrated that DAXXIFY ® **for the treatment of cervical dystonia** will be commercially successful. In addition ~~,~~ we have not received regulatory approval for ~~DAXXIFY ® for~~ - **or** ~~indications other than glabellar lines. Further, we have not~~ completed the clinical development process for DAXXIFY ® for indications other than glabellar lines ~~or~~ **and** cervical dystonia. Although the commercialization of **our Products** ~~the RHA ® Collection of dermal fillers~~ has ~~been successful~~ **generated significant revenue to date** , we cannot predict the extent to which ~~it~~ **they** will continue to ~~be successful~~ **generate revenue** . The ~~successful commercialization of DAXXIFY ® and continued commercial~~ success of **our Products** ~~the RHA ® Collection of dermal fillers~~ will depend on a number of factors, including the risks identified in this " Item 1A. Risk Factors. " These factors include, among other things: • the rate and degree of commercial acceptance, potential market size, opportunity and growth potential of our Products; • our ability to effectively and reliably manufacture **or obtain adequate and timely** supplies of DAXXIFY ® **and obtain adequate and timely supply of the RHA ® Collection of dermal fillers** to meet commercial demand ~~, maintain a commercially viable manufacturing process and obtain adequate and timely supply of the RHA ® Collection of dermal fillers~~ ; • the timing, success, and cost of commercialization activities and other activities needed to operate our business; • our ability to demonstrate in the medical community the safety, efficacy and duration of our Products and their potential advantages over and side effects compared to competing Products; • ~~whether~~ our ~~commercialization of our Products~~ **ability to establish and maintain relationships with injectors and HCPs who** will **be treating** ~~provide the anticipated economic and other~~ -- **the** ~~benefits, including~~ **consumers and patients who may receive our products; •** our ability to ~~realize anticipated synergies~~ **obtain adequate pricing** and **reimbursement for DAXXIFY ® in therapeutics** ~~successfully commercialize our portfolio of Services and Products~~ ; • our ability to continue to expand our own sales, marketing and other capabilities and infrastructure, or seek collaborative partners, ~~including distributors,~~ to commercialize our Products ~~and Services,~~ as needed **, including with respect to therapeutics** ; • reports of adverse events or safety concerns involving our Products and the impact of any such reports on their commercialization; • enforcing our intellectual property rights in and to our Products; • avoiding third- party patent interference or intellectual property infringement claims; • our ability to **comply with the terms of the Teoxane Agreement, including our obligations with respect to purchase quantities and marketing efforts, which noncompliance could result in termination of the Teoxane Agreement; • our ability to** collaborate with Teoxane to research, develop and obtain necessary approvals from the FDA and similar regulatory authorities for the RHA ® Pipeline Products; • our ability to comply with the ~~terms of the Teoxane Agreement, including our obligations with respect to purchase quantities and marketing efforts, which noncompliance could result in the termination of the Teoxane Agreement; • our ability to comply with the~~ legal and regulatory requirements for our Products, including regarding the sales, marketing, manufacturing **, price reporting** , registration and permitting of our Products, as applicable; • our ability to adapt to any changes to the labels for our Products that could place restrictions on how we market and sell the Products; and • maintaining or establishing arrangements with third party logistics providers to distribute our Products to customers. One or more of these factors, or other factors identified in this " Item 1A. Risk Factors ", many of which are beyond our control, could impact the commercialization of and our ability to generate revenue from the sales of our Products, and any future products we may develop or acquire, which would materially impact the success of our business. **We have incurred significant losses since our inception and we anticipate that we will continue to incur GAAP operating losses for the foreseeable future and may not achieve or maintain profitability in the future. We are not profitable and have incurred**

losses each year since we commenced operations in 2002. We cannot guarantee that we will be able to increase our revenue to offset our operating expenses. Our revenue may not increase or could decline for a number of other reasons, including reduced demand for our Products, increased competition, a decrease in the growth or reduction in size of the overall market for our Products, or if we cannot maintain our strategic partnerships, including with Teoxane, ABPS, PCI, Viatris and Fosun. In addition, we **may not receive** ~~need to complete the clinical development process and / or seek regulatory approval of DAXXIFY ® for -~~ **or generate anticipated revenue** ~~indications other than glabellar lines. A number of factors identified in this " Item 1A. Risk Factors " could impact the successful development, regulatory approval and commercialization of DAXXIFY ® in those indications. We will require substantial additional funding to achieve our goals, and a failure to obtain the necessary capital when needed~~ on ~~acceptable terms, or at all, could force us to delay, limit, reduce or terminate our product development, commercialization efforts or other --~~ **the** operations **timeframe expected** . **If we cannot** ~~Since our inception, most of our resources have been dedicated to the research, development, manufacturing development, regulatory approval and / or commercialization of our products and services. We only began generating~~ **generate sufficient** revenue from ~~commercial~~ **the** ~~sales -~~ **sale** ~~in July 2020 when we began to offer the HintMD Platform and in August 2020 when we launched the RHA ® Collection~~ of **our Products** ~~dermal fillers. Although we received DAXXIFY ® GL Approval, we expect~~ to ~~continue~~ **fulfill our existing operating plan, we may be required** to ~~incur losses~~ **refinance our debt, conduct additional financings, restructure operations, sell assets** ~~for -~~ **or reduce our operating expenses. In addition, our operating expenses may increase in** the ~~foreseeable~~ future **as** ~~. And,~~ we **optimize and grow** ~~may never achieve profitability. In October 2021, we took measures to defer or~~ **our business, including** ~~reduce costs in the near term in order to preserve capital and increase financial flexibility~~ as a result of ~~the delay in the DAXXIFY ® GL Approval from~~ our **commercialization efforts across aesthetics** ~~initial expectation. These measures included but were not limited to: pausing non- critical hires; deferring the Phase 3 clinical program for upper limb spasticity~~ and ~~other~~ therapeutics ~~pipeline activities; and deferring international~~ **continuing to invest in research, development,** regulatory ~~and commercial investment for DAXXIFY ®, with the exception of costs required to support our partnership with Fosun. Disciplined capital allocation continues to be a priority; however, we expect that we will continue to expend substantial resources for the foreseeable future to support the growth of the aesthetics portfolio in addition to preparing for the Company' s potential entry into therapeutics with DAXXIFY ® for the treatment of cervical dystonia and supporting our ongoing operations. In particular, we anticipate our expenses will increase in the near term as we expand our commercial sales team in the United States and invest resources in our sales and marketing strategy; seek approval~~ **approvals** ~~of third- party manufacturing partners~~ and ~~invest in~~ the manufacturing and supply of DAXXIFY ® for commercialization ~~; and seek approval of and prepare to commercialize DAXXIFY ® for the treatment of cervical dystonia. In addition, we expect to make capital outlays in connection with our partnerships and Services business. In connection with the Teoxane Agreement, we must continue to make specified annual minimum purchases of the RHA ® Collection of dermal fillers and meet annual minimum expenditures in connection with the commercialization of the RHA ® Collection of dermal fillers. In addition, we have dedicated manufacturing capacity, buyback obligations, cost sharing arrangements and related minimum purchase obligations under our manufacturing and supply agreements in connection with the manufacture and supply of DAXXIFY ® and any product candidate. We also anticipate expending resources to continue to support the onabotulinumtoxinA biosimilar and Fosun partnerships~~ . Further ~~, to grow the Services business, we plan to continue to develop OPUL ® and other services that meet the needs of our customers. In the long term, in addition to the aforementioned expenditures, we anticipate our expenditures will include clinical programs for DAXXIFY ® in other potential indications and international regulatory investments. We believe that our existing cash, cash equivalents, and short- term investments, along with our ability to draw on the Second Tranche, will allow us to fund our operations for at least 12 months following the issuance of this Report. However, if we are unable to draw on the Second Tranche, including as a result of our inability to meet the required obligations under the Note Purchase Agreement, our ability to fund our operations may be impacted. In addition~~ , our estimates regarding the amounts necessary to accomplish our business objectives may be inaccurate ~~,~~ **;** other unanticipated costs may arise **;** and **,** our operating plan may change as a result of many factors currently unknown to us, and we may need to seek additional capital sooner than planned, through public or private equity or debt financings or other sources, such as strategic collaborations. In addition, we may seek additional capital due to favorable market conditions or strategic considerations even if we believe that we have sufficient funds for our current or future operating plans. Additional capital may not be available when needed, on terms that are acceptable to us or at all. If adequate funds are not available to us on a timely basis, or at all, ~~including as a result of being unable to draw on the Second Tranche,~~ we may be required to take capital preservation measures, including to reduce operating expense and delay, reduce the scope of, discontinue or alter our research and development activities; our sales and marketing capabilities or other activities that may be necessary to continue to commercialize our Products and ~~Services, and~~ other aspects of our business plan. If **we are unable to generate sufficient revenue to fulfill our operating plan or** we are unable to secure additional capital when needed or sufficiently reduce our operating expenses, **we may be unable to comply with the Minimum Cash Covenant, which would raise substantial doubt about our ability to continue as a going concern. Our inability to secure additional financing or sufficiently reduce our operating expenses may otherwise limit** our ability to capitalize on business opportunities **or** ~~will be limited, we may be unable to~~ compete effectively, and our business may be harmed. If we raise additional capital through marketing and distribution arrangements, royalty financings or other collaborations, strategic alliances or licensing arrangements with third parties, we may need to relinquish certain valuable rights to our product candidates, technologies, future revenue streams or research programs or grant licenses on terms that may not be favorable to us. If we raise additional capital through public or private equity offerings, the ownership interest of our existing stockholders will be diluted and the terms of any new equity securities may have a preference over our common stock. If we raise additional capital through debt financing, we may be subject to specified financial covenants or covenants limiting or restricting our ability to take specific actions, such as incurring

additional debt, making capital expenditures or pursuing certain transactions, any of which could restrict our ability to commercialize our product candidates or operate as a business; and our assets may be subject to liens. In addition, our ability to raise capital may be limited by restrictions under the Note Purchase Agreement, including our ability to sell or license intellectual property, and other reasons like the global economy, inflation or other ~~macro economic~~ **macroeconomic** factors **. Even if we achieve profitability in the future, we may not be able to sustain profitability in subsequent periods. Our prior losses, combined with expected future losses, may adversely affect the market price of our common stock and our ability to raise capital and continue operations** . If we fail to maintain FDA approval to market and sell DAXXIFY ® or if we or Teoxane fail to maintain the approval of the RHA ® Collection of dermal fillers, we would be unable to continue to commercially distribute and market such Product. Further, our ability to market our Products are limited to approved indications, which may restrict how we market our Products. Our Products are subject to extensive regulation by the FDA. While we received DAXXIFY ® GL **and DAXXIFY ® CD** Approval and Teoxane has received approval of the RHA ® Collection of dermal fillers for certain indications, there can be no assurance that such approvals will be maintained. For example: • we or Teoxane may not be able to maintain to the FDA' s satisfaction that the applicable Product is safe and effective for its intended use; • we or Teoxane may fail to comply with applicable laws and regulations to maintain approval; and • the manufacturing processes and facilities we and our vendors use may not meet applicable requirements to maintain approval. Failing to maintain FDA approval could result in unexpected and significant costs for us and consume management' s time and other resources. The FDA could ask us to improve or augment manufacturing processes, collect and provide data on the quality or safety of a Product or issue us warning letters relating to matters that may result in removal of a Product from the market. Further, we have received approval for DAXXIFY ® solely for the glabellar line **and cervical dystonia** ~~indication~~ **indications** . Many of our competitors have received approval of multiple aesthetic and therapeutic indications for their neuromodulator products and are able to market such products for use in a way that we cannot. The restrictions on how we can market DAXXIFY ® in comparison to competitors could limit injector **, HCP** and consumer adoption. We may use third- party collaborators to help us develop, validate and commercialize our Products and product candidates, and our ability to commercialize such Products and product candidates could be impaired or delayed if these collaborations are unsuccessful. We may continue to license or selectively pursue strategic collaborations for the development, validation and commercialization of DAXXIFY ®, an onabotulinumtoxinA biosimilar, hyaluronic acid filler products, and any future product candidates. Examples of such strategic collaborations include the ABPS Services Agreement, ~~LSNE~~ **PCI** Supply Agreement, Viatris Agreement, Fosun License Agreement and Teoxane Agreement. In any third- party collaboration, we are dependent upon the success of the collaborators to perform their responsibilities with continued cooperation. Our collaborators may not cooperate with us or perform their obligations under our agreements with them. We cannot control the amount and timing of our collaborators' resources that will be devoted to performing their responsibilities under our agreements with them. Our collaborators may choose to pursue alternative technologies in preference to those being developed in collaboration with us. The development, validation and commercialization of our product candidates will be delayed if collaborators fail to conduct their responsibilities in a timely manner or in accordance with applicable regulatory requirements or if they breach ~~or~~ **,** terminate **or choose not to renew** their collaboration agreements with us **. The breach, termination or non- renewal of any of our collaboration agreements could materially and adversely impact our financial and operating results** . Disputes with our collaborators could also impair our reputation or result in development delays, decreased revenues and litigation expenses. The Teoxane Agreement requires us to make specified annual minimum purchases of the RHA ® Collection of dermal fillers and to meet specified expenditure levels in connection with our marketing of the RHA ® Collection of dermal fillers in furtherance of the commercialization of the RHA ® Collection of dermal fillers, regardless of whether our commercialization efforts are successful. Such expenditure requirements may adversely affect our cash flow and our ability to operate our business and our prospects for future growth, or may result in the termination of the Teoxane Agreement. If we fail to meet the annual minimum purchase amount or the annual minimum marketing spending requirements specified in the Teoxane Agreement, Teoxane has the right to terminate the Teoxane Agreement **. Termination of the Teoxane Agreement could materially impact our financial and operating results** . If our commercialization efforts of our Products are unsuccessful, there can be no assurance that we will have sufficient cash flow to comply with such minimum purchase and expenditure requirements. Our obligation to Teoxane to meet such requirements could: • make it more difficult for us to satisfy obligations with respect to our indebtedness, including the 2027 Notes and the Notes Payable, and any failure to comply with the obligations of any of our debt instruments, including financial and other restrictive covenants, could result in an event of default under the agreements governing such indebtedness; • require us to dedicate a substantial portion of available cash flow to meet the minimum expenditure requirements, which will reduce the funds available for working capital, capital expenditures, acquisitions and other general corporate purposes; • limit flexibility in planning for and reacting to changes in our business and in the industry in which we operate; • limit our ability to engage in strategic transactions or implement our business strategies; • limit our ability to borrow additional funds; and • place us at a disadvantage compared to our competitors. Any of the factors listed above could materially and adversely affect our business and our results of operations. Worldwide economic and market conditions, an unstable economy, a decline in consumer- spending levels and other adverse developments, including inflation, could adversely affect our business, results of operations and liquidity, and stock price. As widely reported, **in recent years,** global credit and financial markets have experienced volatility and disruptions ~~over the past several months~~ , including declines in consumer confidence, concerns about declines in economic growth and unemployment, increases in the rate of inflation, increases in borrowing rates and changes in liquidity and credit availability, and uncertainty about geopolitical events and other challenges affecting the global economy, including most recently in connection with actions undertaken by the U. S. Federal Reserve Board to address inflation, the ~~military conflict in~~ Ukraine **- Russia and Israel- Hamas conflicts** , the continuing effects of the COVID- 19 pandemic and supply chain disruptions. These factors could lead to further disruption, instability, and volatility in global markets, continue to increase

inflation, disrupt supply chains, adversely affect consumer confidence and disposable income levels and have other impacts on our business. For example, inflation has impacted the cost of supplies to manufacture DAXXIFY ® and other aspects of our business. In addition, if the current equity and credit markets deteriorate, or do not improve, it may make any necessary debt or equity financing more difficult, more costly, and more dilutive. Furthermore, our stock price may decline due in part to the volatility of the stock market and the general economic downturn. The discretionary nature of aesthetic medical procedures may be vulnerable to unfavorable economic conditions. Due to the cash pay market for aesthetic procedures, demand for our **aesthetic** Products is tied to discretionary spending levels of our target consumers. Although the facial injectable market has been generally resilient and recovered relatively quickly during past economically challenging times, a severe or prolonged economic downturn could result in a variety of risks to our business, including a decline in the discretionary spending of our target consumers and financial hardships for injectors which may reduce demand for our **aesthetic** Products and adversely affect distribution channels for our **aesthetic** Products ~~and Services~~ . Our business strategy relies on projections related to demand, which projections are inherently uncertain and could be more significantly impacted by an economic downturn. ~~The adverse impact of economic downturns may be particularly acute among small and medium- sized plastic surgery and dermatology practices and medical spas offering elective aesthetic procedures, which comprise the majority of the customer base of the Fintech Platform. If economic conditions deteriorate, current and prospective customers of the Fintech Platform may elect to decrease their information technology budgets, cancel subscriptions to the Fintech Platform and request other financial concessions, which would limit our ability to grow the Fintech Platform business and impact our operating results.~~ Changes in U. S. and foreign trade policies or border closures, including as a result of geopolitical crises or the COVID- 19 pandemic, could delay or prevent the export of Products internationally or trigger retaliatory actions by affected countries, resulting in " trade wars ", which may reduce consumer demand for goods exported out of the U. S. if the parties having to pay those retaliatory tariffs increase their prices, or if trading partners limit their trade with the U. S. If these consequences are realized, the price to the consumer of aesthetic or therapeutic medical procedures from products exported out of the U. S. may increase, resulting in a material reduction in the demand for those products. In particular, under our Fosun License Agreement, we are responsible for manufacturing DAXXIFY ® and supplying it to Fosun, which would then develop, commercialize, market and sell it in the Fosun Territory. If this arrangement is restricted in any way due to the U. S. – China trade relationship or border closures, the contingent payments we are entitled to receive under the agreement, which are based on product sales, among other things, may be adversely affected **. More recently, the closure of Silicon Valley Bank (SVB) and other financial institutions and their placement into receivership with the Federal Deposit Insurance Corporation (FDIC) created bank- specific and broader financial institution liquidity risk and concerns. Although the Department of the Treasury, the Federal Reserve, and the FDIC jointly released a statement that depositors at SVB would have access to their funds, even those in excess of the standard FDIC insurance limits, under a systemic risk exception, future adverse developments with respect to specific financial institutions or the broader financial services industry may lead to market- wide liquidity shortages, impair the ability of companies to access near- term working capital needs, and create additional market and economic uncertainty. Promptly following the collapse of SVB, we consolidated substantially all of our operating cash activities to our existing Bank of America (BofA) accounts and with the exception of the cash collateral associated with our existing letters of credit, we have transferred substantially all of our cash held at SVB to BofA without any loss. We also transferred our short- term investments managed by SVB to J. P. Morgan Chase & Co. (JPM), which was completed without any loss. While we did not hold a material amount of cash at SVB and, as a result, the closure of SVB did not have a material direct impact on our business, continued instability in the global banking system may result in additional bank failures, as well as volatility of global financial markets, either of which may adversely impact our business and financial condition** . These factors could have a negative impact on our potential sales and operating results. The COVID- 19 pandemic has and may continue to, and other actual or threatened epidemics, pandemics, outbreaks, or public health crises may, adversely affect our financial condition and our business. Our business has been and could in the future be materially and adversely affected by the risks, or the public perception of the risks, related to an epidemic, pandemic, outbreak, or other public health crisis, such as the ~~ongoing~~ COVID- 19 pandemic. The extent to which the COVID- 19 pandemic will further directly or indirectly impact our business, results of operations, financial condition, liquidity and global economic activity and consumer behavior will depend on future developments that are highly uncertain, including variant strains of the virus and the degree of their vaccine resistance, a rise in infection rates and as a result of new information that may emerge concerning COVID- 19, the actions taken to contain or treat it, and the duration and intensity of the related effects. An epidemic, pandemic, outbreak or other public health crisis such as the COVID- 19 pandemic, or the public perception of such a risk, could: • cause delays **in** the regulatory approval process or interfere with enrollment and our ability to complete ongoing clinical trials on schedule or at all; • cause consumers to cancel or defer aesthetic and elective procedures, **and cause consumers and patients to** avoid public places, including hospitals and injector **and HCP** offices; ~~and~~ • cause temporary or long- term disruptions in our supply chain, manufacturing and / or delays in the delivery of our inventory **;** ~~. Certain of these risks have materialized in connection with the COVID- 19 pandemic. For instance, due to challenges related to the COVID- 19 environment, the regulatory approval process and inspection of our manufacturing facility in connection with the BLA for DAXXIFY ® for the improvement of glabellar lines was delayed, and our JUNIPER Phase 2 adult upper limb spasticity trial was paused and ultimately enrolled fewer subjects. In addition, many of our customers temporarily closed their offices and stopped performing procedures, and our sales professionals' ability to travel to and interact with consumers was temporarily limited as a result of the COVID- 19 pandemic. The COVID- 19 pandemic has resulted in an~~ **and • cause** ~~economic recession characterized by business closures and limited social interaction as well as higher levels of unemployment and reductions in working hours. Elective aesthetic procedures are discretionary and less of a priority for those consumers that have lost their jobs, are furloughed, have reduced work hours or have to allocate their cash to other priorities and essential items. We cannot be certain of whether or to what extent these~~

challenges may arise again, and if consumers' financial circumstances or ability to or interest in receiving aesthetic procedures will be materially impacted by the COVID- 19 pandemic or another pandemic or public health crisis. Port closures, labor shortages and other restrictions resulting from the COVID- 19 pandemic have and could in the future disrupt our supply chain or limit our ability to obtain sufficient materials for our products and services. If Teoxane is unable to access the raw materials needed for the production of the RHA ® Collection of dermal fillers, or if we are unable to access the raw materials needed to manufacture DAXXIFY ®, we may experience delays in our commercialization plans, regulatory approval process or development programs. In addition, the global chip shortage has impacted and may in the future impact our third- party partners' ability to provide us with POS hardware terminals that are provided to our customers as a part of the OPUL ® service offering. If our third- party partner cannot provide enough POS terminals to meet OPUL ® demand or we are unable to provide a substitute device, we may be unable to timely board new customers or fulfill orders for additional hardware from existing customers. In addition, under the Teoxane Agreement, we are responsible for the commercialization of the RHA ® Collection of dermal fillers in the U. S. and rely on Teoxane for our entire supply of the RHA ® Collection of dermal fillers, which was previously delayed as a result of the COVID- 19 pandemic and may again be delayed in the future. Additional delays in the product supply of the RHA ® Collection of dermal fillers may have an adverse effect on our commercialization strategy. Moreover, the COVID- 19 pandemic has and another epidemic, pandemic, outbreak or other public health crisis, could require a complete or partial closure of one or more of our facilities **and offices** , including our manufacturing facility , or cause employees to avoid our properties, which could adversely affect our ability to adequately staff and manage our businesses . Although we reopened our offices and facilities, the trajectory of the COVID- 19 pandemic is uncertain, and a rise in infection rates, the development and spread of more contagious variants or other impacts of the COVID- 19 pandemic may require that we transition back to work from home policies. Certain departments, like clinical, quality, quality control, manufacturing, supply chain and sales and marketing, are dependent on working on- site. The effective operation of certain of these departments is critical to manufacturing DAXXIFY ® for commercial production and the completion of our clinical programs. If the employees in these departments are subject to work from home policies now or in the future, our business may be adversely impacted. In addition, although many of our employees have returned to the office, many employees work in a remote capacity or a hybrid of in- person and remote work. Remote working may present additional risks, uncertainties and costs, including negatively impacting productivity and employee morale, increasing our cyber security risk, creating data accessibility concerns, and making us more susceptible to communication disruptions, any of which could adversely impact our business operations . Risks related to an epidemic, pandemic or other health crisis, such as the COVID- 19 pandemic, could also negatively impact the business or operations of our sourcing or manufacturing partners, CROs, customers or other third parties with whom we conduct business. These and other potential impacts of an epidemic, pandemic or other health crisis, such as the COVID- 19 pandemic, has and could in the future materially and adversely affect our business, financial condition and results of operations. Reports of adverse events or safety concerns involving our Products could result in a loss of regulatory approval for such Products and delay or prevent us or Teoxane from obtaining additional regulatory approvals. Reports of adverse events or safety concerns involving our Products could result in the FDA or other regulatory authorities withdrawing approval of those Products for any or all indications that have approval, and delay or prevent us or Teoxane from obtaining additional regulatory approvals. We cannot assure you that consumers receiving our Products will not experience serious adverse events that require submission of **post-** postmarketing ---- **marketing** safety or medical device reports to the FDA or other regulatory authorities. Adverse events, including with respect to neurotoxin products and dermal fillers generally, may also negatively impact demand for our Products, which could result in reduced sales. We or Teoxane may also be required to update package inserts and consumer information brochures for our Products based on reports of adverse events or safety concerns, which could adversely affect acceptance of these Products in the market, make them less competitive or make commercialization of these Products more difficult or expensive . We may fail to realize the benefits expected from the HintMD Acquisition or those benefits may take longer to realize than expected. On July 23, 2020, we completed the HintMD Acquisition. The anticipated benefits we expect from the HintMD Acquisition are based on projections and assumptions about our combined businesses with HintMD, which may not materialize as expected or which may prove to be inaccurate. We may not realize the anticipated benefits within the anticipated time frame, or at all. The challenges involved in the commercial success of the Fintech Platform, which will be complex and time- consuming, include the following: • significant issues with the acquired technology, security, product architecture and legal, regulatory and contractual compliance, among other matters that our due diligence process may have failed to identify; • difficulties entering new markets and integrating new technologies in which we had no or limited direct experience prior to the HintMD Acquisition; • our ability to comply with new and complex regulatory regimes and compliance standards applicable to the Fintech Platform; • our ability to foster adoption of OPUL ® at scale; • our ability to continue to fund the development and commercialization of the Fintech Platform; • dependence on third- party partners, such as Fiserv; • technical or other difficulties faced by our aesthetic practice customers when using the Fintech Platform, which may negatively impact our existing or future customer relationships; • limiting exposure to data and security breaches of consumer personal information used by the Fintech Platform; • retaining and managing existing relationships with the Fintech Platform' s customer base; • developing new product features for OPUL ® and delivering the anticipated benefits to practices and consumers; • expanding sales and marketing efforts to effectively position OPUL ® and expand its customer base; • the Fintech Platform' s ability to foster loyalty between practices and their consumers; • evolving law relating to patent eligibility for patents related to computer- related inventions (e. g. software, business methods, computer security, database and data structures, computer networking, and graphical user interfaces) may be relevant to the scope of protection available for the Fintech Platform; • entry of competitors to the market, including those with greater resources, experience and name recognition; the timing of development and release of new products, features and functionality and pricing by competitors; our ability to adapt to technological advancement in comparison to our competitors; • changes in user preferences and growth or contraction in the addressable market; • the increased

~~complexity of our operations associated with operating the Services Segment, which is distinct from our Product Segment; • retaining our key employees dedicated to the Services Segment; and • minimizing the diversion of management' s attention from other important business objectives. Further, the HintMD Acquisition has increased the size and scope of our business beyond the previous size and scope of either our or HintMD' s previous businesses. Our future success depends, in part, upon our ability to manage our expanded and distinct business segments, which may pose substantial challenges for management, including challenges related to the management and monitoring of new operations and associated increased costs, regulatory requirements and complexity. Our aesthetics commercial strategy also includes leveraging OPUL ® to expand and deepen customer relationships, enhance our prestige aesthetics offering and grow our U. S. aesthetics market opportunity. If we do not successfully manage these issues and other challenges inherent in integrating and expanding an acquired business of the size and complexity of HintMD, then we may need to alter our commercial strategy, we may not achieve the anticipated benefits of the HintMD Acquisition and our revenue, expenses, operating results and financial condition could be materially adversely affected~~ . We are currently, and in the future may be, subject to securities class action and stockholder derivative actions. These, and potential similar or related litigation, could result in substantial damages and may divert management' s time and attention from our business. We are currently, and may in the future be, the target of securities class actions or stockholder derivative claims. On December 10, 2021, a putative securities class action complaint was filed against the Company and certain of its officers on behalf of a class of stockholders who acquired the Company' s securities from November 25, 2019 to October 11, 2021. The complaint alleges that the Company and certain of its officers violated sections 10 (b) and 20 (a) of the Exchange Act by making false or misleading statements regarding the manufacturing of DAXXIFY ® and the timing and likelihood of regulatory approval and seeks unspecified monetary damages on behalf of the putative class and an award of costs and expenses, including reasonable attorneys' fees. On January 23, 2023, we filed a motion to dismiss, but we cannot be certain of whether that motion to dismiss will be granted. We maintain director and officer' s insurance coverage and continue to engage in vigorous defense of the complaint. If we are not successful in our defense of the complaint, we could be forced to make significant payments to or other settlements with our stockholders and their lawyers outside of our insurance coverage, and such payments or settlement arrangements could have a material adverse effect on our business, operating results or financial condition. This and any such other actions or claims could result in substantial damages and may divert management' s time and attention from our business and otherwise harm our business. If product liability lawsuits are brought against us, we may incur substantial liabilities and may be required to limit commercialization of our Products and any future products we develop. We face an inherent risk of product liability lawsuits as a result of commercializing our Products and the clinical testing of our Products, an onabotulinumtoxinA biosimilar, or any other product candidates. For example, we may be sued if any product we develop allegedly causes injury or is found to be otherwise unsuitable during product testing, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability and a breach of warranties. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit commercialization of our products. Even a successful defense would require significant financial and management resources. Regardless of the merits or eventual outcome, liability claims would require significant financial and management resources and may result in decreased demand for our Products or any future products we may develop and a loss of revenue; regulatory investigations, product recalls, withdrawals or labeling, marketing or promotional restrictions; termination of clinical trial sites or entire trial programs; injury to our reputation and significant negative media attention; withdrawal of clinical trial participants or cancellation of clinical trials; and significant costs and diversion of management' s time to defend the related litigation. Our inability to obtain and maintain sufficient product liability insurance at an acceptable cost and scope of coverage to protect against potential product liability claims could halt or inhibit the commercialization of our Products or any future products we develop. Although we maintain product liability insurance, any claim that may be brought against us could result in a court judgment or settlement in an amount that is not covered, in whole or in part, by our insurance or that is in excess of the limits of our insurance coverage. Our insurance policies also have various exclusions and deductibles, and we may be subject to a product liability claim for which we have no coverage. We will have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay such amounts. Moreover, in the future, we may not be able to maintain insurance coverage at a reasonable cost or in sufficient amounts to protect us against losses. As our business and operations continue to grow, we may need to expand our development, manufacturing, regulatory, sales, marketing and distribution capabilities. If and when we expand such capabilities, we may encounter difficulties in managing our growth, which could disrupt our operations. In the future we may need to grow the number of employees and the scope of our operations, particularly in the areas of manufacturing, sales, marketing, distribution and other departments integral to growing our commercial infrastructure **, including for potential expansion into the therapeutics market and internationally** . If and when we experience such growth, we may be required to implement and improve our managerial, operational and financial systems, expand our facilities and continue to recruit and train additional qualified personnel. Due to our limited financial resources and the limited experience of our management team in managing a company with such growth, if and when we determine to grow the number of our employees and the scope of our operations, we may not be able to effectively manage the expansion of our operations or recruit and train additional qualified personnel. Any such expansion of our operations may lead to significant costs and may divert our management and business development resources. Any inability to manage growth could delay the execution of our business plans or disrupt our operations. As our operations expand, we will also need to manage additional relationships with various strategic partners, suppliers and other third parties. Our future financial performance and our ability to commercialize our Products and to compete effectively will depend, in part, on our ability to manage any future growth effectively. Our failure to do so could prevent us from successfully growing our company. **We have, and may in the**

future, undertake restructuring plans to adjust our investment priorities and manage our operating expenses, which plans may not result in the savings or operational efficiencies anticipated and could result in total costs and expenses that are greater than expected. In September 2023, we announced a plan to exit the Fintech Platform business. This plan was adopted because the significant costs and resources required to support the Fintech Platform no longer aligned with the Company' s capital allocation priorities. We announced that this plan would free up capital for reinvestment in other areas of our business. We may not realize, in full or in part, the anticipated benefits and savings from the exit of the Fintech Platform business due to unforeseen difficulties, delays or unexpected costs. Our restructuring plans, including the exit of the Fintech Platform business, may adversely affect our ability to recruit and retain skilled and motivated personnel, may result in a loss of continuity, loss of accumulated knowledge, or inefficiency during transitional periods, may require a significant amount of employees' time and focus, and may be distracting to employees, which may divert attention from operating and growing our business. The exit of the Fintech Platform business may also negatively impact relationships with our customers. If we fail to achieve some or all of the expected benefits of any restructuring plans, including the exit of the Fintech Platform, if such activities negatively impact relationships with our customers or other stakeholders, or we are unable to manage the related transition effectively, which may be impacted by factors outside of our control, our business, operating results, and financial condition could be adversely affected. If we are not successful in discovering, developing, acquiring and commercializing additional product candidates other than our Products, our ability to expand our business and achieve our strategic objectives may be impaired. Although a substantial amount of our effort has focused on the commercialization of the RHA ® Collection of dermal fillers, and the continued clinical testing, regulatory approval and **commercialization** ~~commercial readiness~~ for DAXXIFY ®, our strategy also includes the discovery, development and commercialization of other neuromodulator products for both aesthetic and therapeutic indications, including the onabotulinumtoxinA biosimilar. We may seek to do so through our internal research programs, strategic collaborations and product acquisitions. Even if we identify an appropriate collaboration or product acquisition, we may not be successful in negotiating the terms of the collaboration or acquisition, or effectively integrating the collaboration or acquired product into our existing business and operations. Moreover, we may not be able to pursue such opportunities if they fall within the non-compete provision of the Teoxane Agreement, which prohibits us from developing, manufacturing, marketing, selling, detailing or promoting any hyaluronic acid dermal filler (other than the RHA ® Collection of dermal fillers) in the U. S. during the term of the Teoxane Agreement. We have limited experience in successfully acquiring and integrating products and technologies into our business and operations, and even if we are able to consummate an acquisition or other investment, we may not realize the anticipated benefits of such acquisitions or investments. We may face risks, uncertainties and disruptions, including difficulties in the integration of the operations and services of these acquisitions. If we fail to successfully integrate collaborations, assets, products or technologies that we enter into or acquire, or if we fail to successfully exploit acquired product distribution rights and maintain acquired relationships with customers, our business could be harmed. In addition, in any collaboration, we would be dependent upon the success of the collaborators in performing their responsibilities and their continued cooperation. Our collaborators may not cooperate with us or perform their obligations under our agreements with them. Our collaborators may choose to pursue alternative technologies in preference to those being developed in collaboration with us. Furthermore, we may have to incur debt or issue equity securities in connection with proposed collaborations or to pay for any product acquisitions or investments, the issuance of which could be dilutive to our existing stockholders. Identifying, contemplating, negotiating or completing a collaboration or product acquisition and integrating an acquired product or technology could significantly divert management and employee time and resources. Our onabotulinumtoxinA biosimilar program is still in the preclinical stage and our other programs are in the discovery or preclinical state. Research programs to identify product candidates require substantial technical, financial and human resources, whether or not any product candidates are ultimately identified. Our research and preclinical programs may initially show promise in identifying potential product candidates, yet fail to yield product candidates for clinical development for many reasons, including the following: • the research methodology used may not be successful in identifying potential product candidates; • competitors may develop alternatives that render our product candidates obsolete or less attractive; • product candidates we develop may nevertheless be covered by third parties' patents or other exclusive rights; • a product candidate may on further study be shown to have harmful side effects or other characteristics that indicate it is unlikely to be effective or otherwise does not meet applicable regulatory criteria; • a product candidate may not be capable of being produced in commercial quantities at an acceptable cost, or at all; • a product candidate may not be accepted as safe and effective by consumers, the medical community or third- party payors, if applicable; and • intellectual property rights of third parties may potentially block our entry into certain geographies or make such entry economically impracticable. If we fail to develop and successfully commercialize products other than our Products, our future growth prospects may be harmed and our business will be more vulnerable to problems that we encounter in commercializing our Products, and in the continuing development of DAXXIFY ®. ~~If~~ **We have experienced and may experience in the future compromises or failures of** our information technology systems or data, or those of third parties upon which we rely, **which** ~~are or were compromised or failed, we~~ could ~~experience adverse~~ **adversely affect** ~~consequences resulting from such compromise or~~ **our** ~~failure~~ **business** , including but not limited to regulatory investigations or actions; litigation; fines and penalties; disruptions of our business operations; reputational harm; loss of revenue or profits; loss of customers or sales; and other adverse consequences. In the ordinary course of our business, we may collect, receive store, process, generate, use, disclose, make accessible, protect, secure, dispose of, transmit, share or otherwise process (collectively, " process ") proprietary, confidential, and sensitive data, including personal data (such as health- related data), intellectual property, and trade secrets (collectively, " sensitive information "). We may rely upon and may share or receive sensitive data with or from third party service providers and technologies to operate critical business systems to process sensitive information in a variety of contexts, including, without limitation, third- party providers of cloud- based infrastructure, encryption and authentication technology, employee email and other functions. We may also rely on

third- party service providers to provide other products, services, parts, or otherwise to operate our business. Our ability to monitor these third parties' cybersecurity practices is limited, and these third parties may not have adequate information security measures in place. Our information technology systems could be damaged or interrupted by earthquakes, fires, floods and other natural disasters, terrorist attacks, power losses, computer system or data network failures, data corruption and security breaches or other cyber- based incidents, which we monitor and for which we maintain disaster recovery plans. Cyber incidents can include ransomware, ~~computer~~ **and extortion,** denial- of- service attacks, worms, and other malicious software programs introduced to our computers and networks, including intrusions that are disguised and evade detection for an extended period of time, phishing attacks, impersonation of authorized users, and efforts to discover and exploit any design flaws, bugs, security vulnerabilities or security weaknesses, as well as intentional or unintentional acts by employees or other insiders with access privileges, intentional acts of vandalism or fraud by third parties and sabotage. In addition, a variety of our software systems are cloud- based data management applications, hosted by third- party service providers whose security and information technology systems are subject to similar risks. **Despite significant efforts to secure against such threats, it is impossible to entirely mitigate these risks. In the normal course of our business, we have experienced cyber- based incidents and expect we will experience them in the future. While to date, we do not believe such identified security events have been material to us, including to our reputation or business operations, or had a material financial impact, we cannot be certain that such incidents or future cyber incidents will not expose us to material costs and liability.** ~~The~~ **These incidents and the** failure to protect either our or our service providers' information technology infrastructure could disrupt our ~~entire operation~~ **operations** or result in **the loss or misuse of proprietary or confidential information, intellectual property or sensitive or personal information, harm to our employees,** decreased sales, increased overhead costs, **and** product shortages ~~, loss or misuse of proprietary or confidential information, intellectual property or sensitive or personal information~~ , all of which could have a material adverse effect on our reputation, business, financial condition and operating results. We may expend significant resources or modify our business activities ~~(including our clinical trial activities)~~ in an effort to protect against security incidents. Certain data privacy and security obligations may require us to implement and maintain specific security measures, industry-standard or reasonable security measures to protect our information technology systems ~~, including that of the Fintech Platform,~~ and ~~data~~ **sensitive information** . While we have implemented security measures designed to protect against security incidents, there can be no assurance that these measures will be effective. We may be unable to detect vulnerabilities in our information technology systems ~~, including the Fintech Platform,~~ because such threats and techniques change frequently, are often sophisticated in nature, and may not be detected until after a security incident has occurred. Despite our efforts to identify and remediate vulnerabilities, if any, in our information technology systems, ~~including the Fintech Platform,~~ our efforts may not be successful. Further, we may experience delays in developing and deploying remedial measures designed to address any such identified vulnerabilities. Applicable data privacy and security obligations may require us to notify relevant stakeholders of security incidents. Such ~~disclosures~~ **notifications** are costly, and the ~~disclosures~~ **notifications** or the failure to comply with such requirements could lead to adverse consequences. If we (or a third party upon whom we rely) experience a security incident or are perceived to have experienced a security incident, we may experience adverse consequences. These consequences may include: government enforcement actions (for example, investigations, fines, penalties, audits, and inspections); additional reporting requirements and / or oversight; restrictions on processing data (including personal data); litigation (including class **action** claims); indemnification obligations; negative publicity; reputational harm; monetary expenditures; interruptions in our operations (including availability of data); financial loss; and other similar harms. Security incidents and attendant consequences may cause delays in the development of our product candidates, cause customers to stop using our Products ~~or OPUL ®~~ , deter new customers from using our Products ~~or OPUL ®~~ , and negatively impact our ability to grow and operate our business. If we fail to attract and retain qualified management, clinical, scientific, technical and sales personnel, we may be unable to successfully execute our objectives. Our success depends in part on our continued ability to attract, retain and motivate highly qualified management, clinical, scientific, technical and sales personnel. There is intense competition for qualified personnel in the pharmaceutical and biotechnology industries, and we cannot be sure that we will be able to continue to attract and retain the qualified personnel necessary, particularly as business prospects change. The inability to recruit or loss of the services of key employees might impede the progress of our research, development and commercialization objectives. Leadership transitions can be inherently difficult to manage. Resignations of executive officers may cause disruption in our business, strategic and employee relationships, which may significantly delay or prevent the achievement of our business objectives. Leadership changes may also increase the likelihood of turnover of other key officers and employees and may cause declines in the productivity of existing employees. The search for a replacement officer may take time, further exacerbating these factors. Identifying and hiring an experienced and qualified executive officer are typically difficult. Periods of transition in senior management leadership are often difficult as the new executives gain detailed knowledge of our operations and may result in cultural differences and friction due to changes in strategy and style. During the transition periods, there may be uncertainty among investors, employees, creditors and others concerning our future direction and performance. Risks Related to our Manufacturing and Supply Chain We face..... our future compliance. Risks Related to Marketing and Commercialization Our Products may never achieve market acceptance or **long- term** commercial success. Our Products may not **continue to** be commercially successful, which could harm our financial results and future prospects. The degree and rate of market acceptance of our Products depends on a number of factors, including: • the safety, efficacy and duration of the product as compared to existing and future therapies; • the clinical indications for which the product is approved and consumer demand **or need** for the treatment of those indications; • our ability to establish or maintain a sufficient supply of approved products; • acceptance by injectors, **HCPs,** major operators of clinics and consumers of the product as a safe and effective treatment; • the extent to which injectors recommend the products to their consumers; • the **willingness of third- party payors to reimburse HCPs or patients for DAXXIFY ® and any future products we may commercialize for therapeutic indications; • the** proper training and

administration of the products by injectors **, HCPs** and medical staff such that consumers **and patients** do not experience excessive discomfort during treatment or adverse side effects; • consumer **and patient** satisfaction with the results and administration of the product and overall treatment experience; • the potential and perceived advantages and cost of the product over alternative treatments; • the willingness of consumers to pay for the product and other aesthetic treatments in general, relative to other discretionary items, especially during economically challenging times ~~, including as a result of the COVID- 19 pandemic; • the willingness of third- party payors to reimburse physicians or consumers for DAXXIFY ® and any future products we may commercialize for therapeutic indications~~ ; • the revenue and profitability that the product will offer an injector **and HCP** as compared to alternative therapies; • the relative convenience and ease of administration; • the prevalence and severity of adverse events; • the effectiveness of our sales and marketing efforts, including efforts by any third parties we engage; • consumer sentiment about the benefits and risks of aesthetic procedures generally and our products in particular; and • general consumer ~~and~~ **, patient,** injector **and HCP** confidence **with respect to our Products;** and **•** availability of practicing injectors **for administration of our Products for aesthetic indications** , which may be impacted by general economic and political conditions, including challenges affecting the global economy ~~resulting from the COVID- 19 pandemic~~ . In addition, DAXXIFY ® **' s duration, safety and efficacy profile,** ~~has~~ **as** ~~predominantly been used in~~ **well as prescribing information, are based on the results achieved during** clinical trials ~~to date~~ . Clinical trials are conducted in representative samples of the potential patient population and we have only conducted Phase 3 clinical trials for glabellar lines and **cervical dystonia and** Phase 2 trials for UFL ~~and ,~~ LCL **, adult upper limb spasticity and plantar fasciitis** . Therefore, the commercial experiences may yield different outcomes or consumer **and patient** experiences due to variations in injection techniques, dilution approaches and dosing levels employed by different injectors ~~,~~ **and HCPs** or for other reasons. As a result, consumers **and patients** treated with DAXXIFY ® may experience different duration, efficacy and safety results from what was experienced during clinical trials, which could negatively impact adoption. Any failure by DAXXIFY ® or any approved products to achieve **and maintain** market acceptance or commercial success would materially adversely affect our results of operations and delay, prevent or limit our ability to generate revenue and continue our business. Our Products will face significant competition, and our failure to effectively compete may prevent us from achieving significant market penetration and expansion. In addition, our competitors may develop products that are safer, more effective, more convenient or less expensive than our Products, which could reduce or eliminate our commercial opportunity. Successful competitors in the pharmaceutical and medical device markets have the ability to efficiently and effectively discover therapies, obtain patents, develop, test and obtain regulatory approvals for products, and effectively commercialize, market and promote approved products, including communicating the effectiveness, safety and value of products to actual and prospective customers and medical staff. Numerous companies are engaged in developing, patenting, manufacturing and marketing healthcare products which we expect will compete with our Products. Many of these competitors are large, experienced companies that enjoy significant competitive advantages, such as substantially greater financial, research and development, manufacturing, testing, personnel and marketing resources, greater brand recognition and more experience and expertise in obtaining marketing approvals from the FDA and other regulatory authorities. **It is possible that competitors will succeed in developing technologies that are safer, more effective, more convenient, longer- lasting or that have a lower cost of goods and price than our Products, or that would render our technology obsolete or noncompetitive.** Additionally, our competitors have greater existing market share in the ~~aesthetic~~ **aesthetics and therapeutics** ~~market~~ **markets** and long- standing **practice and** consumer loyalty ~~programs~~ and sales contracts with large practices which furthers their established business and financial relationships with practices ~~and~~ **,** consumers **and patients** . **In the** ~~Our Products are currently approved for~~ aesthetics ~~indications.~~ **market,** ~~Competition~~ **competition** ~~in aesthetic products~~ is significant and dynamic and is characterized by substantial technological development and product innovations, and our competitors include large, fully- integrated pharmaceutical companies and more established biotechnology and medical device companies. We anticipate that DAXXIFY ® will face significant competition from existing injectable neuromodulators as well as unapproved and off- label treatments in the U. S. and abroad. Further, in the future we may face competition for DAXXIFY ® from biosimilar products and products based upon botulinum toxin. ~~It is possible that competitors will succeed~~ **The RHA ® Collection of dermal fillers also competes with other approved dermal filler products** in ~~developing technologies that are safer, more effective, more convenient, longer- lasting or that have~~ a **marketplace characterized by** ~~lower cost of goods and price than those~~ -- **the** ~~used in our~~ **continuous introduction of** ~~Products~~ **products with new intended uses and expanded labels** ~~, or that would render our technology obsolete or noncompetitive~~ . Competitors may also try to compete with us on price both directly, through rebates and promotional programs to high volume injectors and coupons or loyalty programs to consumers, and indirectly, through attractive product bundling with ~~complimentary~~ **complementary** products, such as dermal fillers that offer convenience and an effectively lower price compared to the total price of purchasing each product separately. For a variety of reasons, including less stringent regulatory requirements, there are significantly more aesthetic products and procedures available for use in a number of foreign countries than are approved for use in the U. S. There are also fewer limitations on the claims that our competitors in certain countries can make about the effectiveness of their products and the manner in which they can market them. As a result, it may be more difficult for us to compete with aesthetic products available in these markets. **In the therapeutics market, the key competitive factors affecting the success of DAXXIFY ®, are likely to include efficacy, duration of effect, safety, convenience, availability, price and the availability of reimbursement from government and other third- party payors.** If we are unable to compete effectively, our future sales growth may be affected, which would harm our business, financial condition and results of operations. We may not be successful in executing our sales and marketing strategy for the commercialization of our Products. We have limited prior experience in the marketing, sale and distribution of aesthetic products and no experience with the marketing, sale and distribution of therapeutic products or any products internationally. Establishing and maintaining sales, marketing, and distribution capabilities involve significant risks, including our ability to retain and incentivize qualified individuals, provide adequate training to sales and marketing personnel,

generate sufficient sales leads, effectively manage a geographically dispersed sales and marketing team, and handle any unforeseen costs and expenses. **We have established and scaled** ~~In August 2020, we built~~ a commercial sales and marketing organization to ~~prepare~~ **support the commercialization of our Products** for ~~the anticipated~~ **aesthetics. We are also expanding our** commercial **team** ~~launch of our Products in the U. S., which we have since scaled up~~ to support the ~~launch~~ **commercialization** of **DAXXIFY ® for** ~~our Products. We will need to continue to expand to support~~ the ~~growth~~ **treatment** of ~~our Products~~ **cervical dystonia** . Any failure or delay in **or complications from** the expansion of our internal sales, marketing and distribution capabilities could adversely impact the commercialization of our Products and **to the extent such failure, delay or complications impact the commercialization of the RHA ® Collection of dermal fillers** may result in a breach of our obligations to Teoxane under the Teoxane Agreement. We also have to compete with other pharmaceutical and life sciences companies to recruit, hire, train and retain sales and marketing personnel, and turnover in our sales force and marketing personnel could negatively affect the commercialization of our Products ~~and Services~~ . We may not be able to attract and retain quality personnel on acceptable terms, or at all. Also, to the extent we hire personnel from our competitors, such personnel will usually be subject to restrictive covenants with their former employers, including non- competition, non- solicitation and / or confidentiality provisions. As a result, we may have to wait until applicable non- competition provisions have expired before deploying such personnel in restricted territories or incur costs to relocate personnel outside of such territories. We may be subject to allegations and litigation that these personnel have violated the non- competition clauses, been improperly solicited or divulged to us proprietary or other confidential information of their former employers. Any of these risks may adversely affect our business. We will also need to increase our commercial team or contract with distributors and partners ~~if we obtain regulatory approval for DAXXIFY ® for any therapeutic indications we are pursuing or~~ to expand internationally. If we are unable to effectively expand our commercial team or enter into such arrangements on acceptable terms or at all, we may not be able to successfully commercialize DAXXIFY ® ~~for therapeutic indications or~~ internationally. Establishing and maintaining sales, marketing and distribution capabilities may be expensive and time consuming. Such expenses may be disproportionate compared to the revenues we may be able to generate on sales of our Products ~~and Services~~ , which could cause our commercialization efforts to be unprofitable or less profitable than expected **. We are subject to uncertainty relating to pricing and reimbursement. Failure to obtain or maintain adequate coverage, pricing and reimbursement for DAXXIFY for therapeutics uses, or our other future approved products, if any, could have a material adverse impact on our ability to commercialize such products. The availability and extent of coverage and reimbursement from governmental and private healthcare payors for DAXXIFY ® for therapeutic uses or any future approved product for therapeutic indications, and our ability to obtain adequate pricing for such products are key factors that will affect our future commercial prospects. Government authorities and third- party payors, such as private health insurers and health maintenance organizations, decide which drugs they will cover and establish payment levels. Sales of our products depend and will depend substantially on the extent to which their cost will be paid by health maintenance, managed care, pharmacy benefit and similar healthcare management organizations or reimbursed by government health administration authorities, private health coverage insurers and other third- party payors. Accordingly, the coverage and reimbursement decisions of such governmental and private healthcare payors could reduce the demand for, or the price paid for, our products. If these payors do not consider our products to be cost- effective alone, or relative to other approved therapies, they may not cover our products or, if they do, they may apply utilization management restrictions, high patient cost- sharing obligations, or restrict the level of reimbursement. The approved reimbursement amount may be insufficient to establish or maintain pricing sufficient to realize a return on our investment. Third- party payors are increasingly challenging the prices charged for pharmaceuticals products, and many also limit reimbursement for newly- approved products and indications. Third- party payors often attempt to contain healthcare costs by demanding price discounts or rebates and limiting both the types and variety of drugs that they will cover and the amounts that they will pay for drugs. As a result, they may not provide adequate payment for our products. Similarly, the containment of healthcare costs has become a priority for federal and state governments and the pricing of pharmaceutical products has been a focus in this effort. The U. S. government and state legislatures have shown significant interest in implementing cost- containment programs, including price controls, restrictions on reimbursement, requirements for substitution of generic products and requirements to demonstrate a specific degree of improvement in terms of medical benefit compared to existing therapies. Adoption of price controls and cost- containment measures could adversely affect our ability to successfully commercialize our products. In addition, we may be required to conduct post- marketing studies in order to demonstrate the cost- effectiveness of our products to payors' satisfaction. Such studies might require us to commit a significant amount of management' s time and our financial and other resources and our products might not ultimately be considered cost- effective. The IRA makes significant changes to how drugs are covered and paid for under the Medicare program, including the creation of financial penalties for drugs whose prices rise faster than the rate of inflation, redesign of the Medicare Part D program to require manufacturers to bear more of the liability for certain drug benefits, and government price- setting for certain Medicare Part D drugs, starting in 2026, and Medicare Part B drugs starting in 2028. We have evaluated, and will continue to evaluate, the effect of the IRA on our business. At this time, we do not expect the IRA to have a material effect. We do not know if DAXXIFY ® for therapeutic purposes will obtain and maintain broad acceptance from third- party payors. The coverage determination process is a time- consuming and costly process that requires us to provide scientific and clinical support for the use of DAXXIFY ® to each payor separately, with no assurance that coverage will be obtained or maintained. The market for a drug depends significantly on access to third party payors' drug formularies, or lists of medications for which third- party payors provide coverage and reimbursement. Third- party payors may refuse to include a particular drug in their formularies or restrict patient access to a branded drug when a less costly generic equivalent or other alternative is available, even if**

not approved for the indication for which the branded drug is approved. Due to there being no uniform policy of coverage and reimbursement in the U. S. among commercial payors, coverage and reimbursement for pharmaceutical products may differ significantly from payor to payor. If we are unable to obtain and maintain adequate coverage from third- party payors, the adoption of DAXXIFY ® by HCPs and patients may be limited. This in turn could affect our ability to successfully commercialize DAXXIFY ® and have a material adverse impact on our profitability, results of operations, financial condition and future success. We cannot be certain that we will be able to obtain and maintain adequate coverage, pricing and reimbursement for DAXXIFY ®, or our other future approved products, if any. If coverage or reimbursement is not available or is available on a limited basis, or if we are unable to obtain and maintain adequate pricing, we may not be able to successfully commercialize DAXXIFY ® or our other future approved products, if any. Even if coverage and reimbursement from governmental and private healthcare payors for therapeutic uses of DAXXIFY ® or any future approved product for therapeutic indications is provided, acceptance of any approved product may vary among HCPs, healthcare organizations and administrators and others in the healthcare community, which could impact our ability to realize a return on our investment and reduce demand for our products. The market acceptance of any approved product, including DAXXIFY ®, may vary among HCPs, patients, administrators, or others in the healthcare community. In addition, regional hospitals and healthcare organizations are increasingly using bidding procedures to determine which suppliers as well as which pharmaceutical and therapeutic products will be included in their drug formularies or lists of medications approved for use in their facility. The administration of regional hospitals and healthcare organizations may refuse to include a particular drug in their formularies or restrict patient access to a branded drug when a less costly generic equivalent or other alternative is available. These measures could reduce the ultimate demand for our products or put pressure on our product pricing. HCPs play a significant role in determining the course of a patient' s treatment and the type of pharmaceutical and therapeutic products that are included on drug formularies and lists of medications approved for use within their healthcare organizations. An important part of our commercialization process includes the education of HCPs on the safe and effective use of any approved product, including DAXXIFY ®, as applicable. Acceptance of any approved product, including DAXXIFY ®, depends on educating HCPs regarding the distinctive characteristics, perceived benefits, safety, ease of use, and cost- effectiveness of the product as compared to our competitors' products. If an HCP experiences difficulties during an initial procedure or otherwise, that HCP may be less likely to continue to use our product or to recommend it to other HCPs and healthcare administrators. Our efforts to educate HCPs, patients, administrators, and others in the healthcare community on the proper use of any approved product, including DAXXIFY ®, have required, and will continue to require, significant resources, and these efforts may never be successful. If we are not successful in educating HCPs, we may be unable to increase sales, sustain growth, or achieve profitability. Unfavorable publicity relating to one or more of our product offerings, whether related to aesthetic or therapeutic indications, may affect the public perception of our entire portfolio of Products. DAXXIFY ® has been approved for both aesthetic and therapeutic indications. Concerns about product safety, efficacy or duration for any DAXXIFY ® indication or the RHA ® Collection of dermal fillers, whether raised by an injector, HCP, consumer, patient, litigant, regulator or consumer advocate, can result in safety alerts, product recalls, governmental investigations, regulatory action, private claims and lawsuits, payment of fines and settlements, declining sales and reputational damage for the entire portfolio of our Products, potentially impacting any approved DAXXIFY ® indications and the RHA ® Collection of dermal fillers. If any such events occur, the negative publicity could negatively impact our brand and results of operations . If we are found to have improperly promoted off- label uses for our Products that are approved for marketing, or if **HCPs or** injectors misuse our Products or use our Products off- label, we may become subject to prohibitions on the sale or marketing of our Products, significant fines, penalties, and sanctions, product liability claims, and our image and reputation within the industry and marketplace could be harmed. The FDA and other regulatory agencies strictly regulate the marketing and promotional claims that are made about regulated products. In particular, a product may not be promoted for uses or indications that are not approved by the FDA or such other regulatory agencies as reflected in the product' s approved labeling. We train our sales and marketing personnel against improperly promoting off- label uses for our Products. However, if we are found to have promoted such off- label uses, we may receive warning letters, become subject to significant liability and be subject to FDA prohibitions on the sale or marketing of our Products, which could affect our reputation within the industry and materially harm our business. The federal government has levied large civil and criminal fines against companies for alleged improper promotion and has enjoined several companies from engaging in off- label promotion. If we become the target of such an investigation or prosecution based on our marketing and promotional practices, we could face similar sanctions, which would materially harm our business. In addition, management' s attention could be diverted from our business operations, significant legal expenses could be incurred, and our reputation could be damaged. The FDA has also requested that companies enter into consent decrees or permanent injunctions under which specified promotional conduct is changed or curtailed. Injectors **and HCPs** may, in their independent professional judgment, use legally available products for off- label uses. However, injectors **and HCPs** may also misuse our Products, or use improper techniques, potentially leading to adverse results, side effects or injury, which may lead to product liability claims. If our Products are misused or used with improper technique, we may become subject to costly litigation by our customers ~~or~~ **,** consumers **or patients** . Product liability claims could divert management' s attention from our core business, be expensive to defend, and result in sizable damage awards against us that may not be covered by insurance. Furthermore, the use of these products for indications other than those cleared by the FDA may not effectively treat such conditions, which could harm our reputation in the marketplace among injectors **, HCPs** and consumers. Any of these events could harm our business and results of operations and cause our stock price to decline. We **generally** rely on one ~~or more~~ third- party service ~~providers~~ **provider** for the distribution of our Products **to our customers** . If we experienced a sudden loss of ~~any~~ **our** third- party distributor or such distributor experiences a

disruption in its operations, it would affect the delivery of our Products to our customers, which could negatively impact our business, consolidated financial condition and results of operations. We currently rely on third- party service providers to perform a variety of functions related to the packaging, storage and distribution of DAXXIFY ® and the storage and distribution of the RHA ® Collection of dermal fillers. ~~Our third- party service providers distribute our Products to our customers.~~ Traditionally, we have relied on one third- party service provider **for inventory and shipment of Product to our customers** , and we generally expect the sole service provider arrangement to continue in the near term. We cannot guarantee that any existing relationship will be maintained or that the third- party service provider will continue to be available to us. The sudden loss of ~~a~~ **our** third- party service provider or disruptions in their operations, could impact our business, financial condition and results of operations. Moreover, we may not be able to find a replacement third- party service provider in a timely fashion or on commercially reasonably terms. A significant disruption to the business of our third- party service provider or interruption in the operation of their facility used for our Products due to public health crises, changes to existing systems, use of other facilities, natural disasters, severe weather, accidents, system failures, cybersecurity incidents, capacity constraints or other unforeseen causes could delay, impair or prevent our third- party service provider from delivering our Products to our customers. The delay could negatively impact customer satisfaction and the extent to which customers use our Products, which could impact our commercial success. Additionally, we recognize revenue from the sale of our Products once they are delivered to our customers. Any delay in the delivery of our Products could push the revenue recognition for those Products to the following quarter, impacting the financial results of the current quarter. Further, due to seasonality trends, **a** significant ~~portions~~ **portion** of our revenue is received in the fourth quarter ~~(October through December)~~ of the year. Any disruption or delay in the delivery of our Products during the fourth quarter could impact our year end results in addition to quarterly performance. **Risks Related to the Manufacturing and Supply Chain** We **face** ~~are subject to uncertainty~~ ---- **certain** ~~relating~~ **risks associated with manufacturing DAXXIFY ®** to **support commercial production for any approved indications. Our success depends in part on our ability to effectively and reliably forecast the demand and manufacture or source supplies of DAXXIFY ® to meet commercial demand, and for us and our** third- party ~~reimbursement policies~~ **manufacturers to maintain a commercially viable manufacturing process. We have developed an integrated manufacturing, research and development facility located at our Newark, California office,** which **is available for commercial and clinical production of DAXXIFY ®** , ~~if not favorable~~ **to support the development and commercialization of DAXXIFY ®, for the Fosun partnership. We also manufacture drug substance at this facility, which is used for research and development purposes, clinical trials and / or commercial production. In support of the commercialization of DAXXIFY ®, we are outsourcing some manufacturing responsibilities to our third- party manufacturers. In April 2023, the FDA approved our PAS submission for the ABPS manufacturing facility. Following approval, the ABPS manufacturing facility began serving as our primary commercial drug product supply source** for DAXXIFY ® ~~or any future product candidates~~ **. In addition, the PCI manufacturing facility will need regulatory approval before it can be used to support commercialization. There are no assurances that the PCI manufacturing facility will get approved on a timely basis,** ~~for~~ **or** ~~therapeutic indications~~ **at all** , ~~could hinder~~ or ~~prevent~~ **that either or both ABPS and PCI will continue to be available to us at** ~~their~~ **the required** commercial ~~success~~ **scale, or at all** . ~~Our~~ **In addition, there are risks associated with commercial manufacturing including, among others, cost overruns, process reproducibility,** ~~ability~~ **stability** ~~to commercialize DAXXIFY ® or any future product candidates~~ **issues, lot consistency and timely availability of raw materials. If these** ~~for~~ **or** ~~therapeutic indications such as cervical dystonia or adult upper limb spasticity will depend in part on the coverage and reimbursement levels set by governmental authorities (such as Medicare and Medicaid in the U. S.), private health insurers and~~ other **risks materialize or we are unable to utilize our** third- party **manufacturers, we may encounter delays** ~~payors. Third- party payors are increasingly challenging the effectiveness of and prices charged for~~ **or** ~~medical products~~ **additional costs in achieving our commercialization objectives, which could materially damage our business** and ~~services~~ **financial position** . We ~~may not obtain adequate~~ **use our internal manufacturing facility and an external manufacturing facility to make our DAXXIFY ® drug substance and drug product. We plan to utilize these facilities and potentially additional external facilities to support clinical and commercial production of DAXXIFY ® and any product candidates. If we experience a significant disruption in our manufacturing operations or our** third- party ~~coverage or reimbursement~~ **manufacturers experience a significant disruption in their operations** for ~~DAXXIFY ® or~~ any **reason** ~~future product candidates for therapeutic indications~~ , ~~or~~ **our ability** ~~we may be required~~ to **continue** ~~sell them at a discount. Reimbursement by a third- party payor may depend upon a number of factors, including, but not limited~~ to **operate our** ~~, the third- party payor' s determination that use of a product is: (i) a covered benefit under its health plan; (ii) safe, effective and medically necessary; (iii) appropriate for the specific patient; (iv) cost- effective; and (v) neither experimental nor investigational. Our~~ business would be materially ~~adversely affected~~ **harmed. We use our internal manufacturing facility and the ABPS manufacturing facility to manufacture DAXXIFY ® drug substance and drug product. We plan to utilize our internal and the external ABPS facility, as well as PCI facility,** if **approved** ~~and external ABPS and LSNE facilities~~ for the clinical and commercial production of DAXXIFY ® and any ~~other~~ product candidates.If these or any future facility were to be damaged,destroyed or otherwise unable to operate,whether due to earthquakes,fire,floods,hurricanes,storms,tornadoes,other natural disasters,employee malfeasance,terrorist acts,power outages,actual or threatened epidemics,pandemics (including the COVID- 19 pandemic),outbreaks,or public health crises, **equipment failures** or otherwise,or if performance of such manufacturing facilities is disrupted for any other reason,such an event could make it difficult or,in certain cases,impossible for us or our third- party manufacturers to continue to manufacture our drug product **and / or drug substance** for a substantial period of time.In particular,because ~~we~~ we ~~do~~ **manufacture botulinum toxin in our facilities, we would be required to obtain further clearance and approval by state, federal or other applicable authorities to continue or resume manufacturing activities. Although we have disaster recovery and business continuity plans in place, they may** not **be** ~~receive coverage and~~ adequate

~~reimbursement~~ **in the event of a serious disaster or similar event. We may incur substantial expenses as a result of the limited nature of our disaster recovery and business continuity plans, which, particularly when taken together with our lack of earthquake insurance, could have a material adverse effect on our business. We may also need to halt manufacturing operations, which could impact FDA inspections, halt or delay our clinical trials or prevent the manufacture** of DAXXIFY ® for ~~therapeutic indications~~ **commercialization. If we experience delays in achieving our development or regulatory objectives** , **or** if **we are unable to manufacture an** approved ~~, or any future~~ product **within** ~~candidates from private insurers on~~ a **timeframe** ~~timely or satisfactory basis. No uniform policy for coverage and reimbursement for products exists among third- party payors in the U. S.; therefore, coverage and reimbursement for products can differ significantly from payor to payor. Further, coverage under certain government programs, such as Medicare and Medicaid, may not be available for certain of our product candidates. As a result, the coverage determination process will likely be a time- consuming and costly process, with no assurance~~ that **meets market demands,** ~~coverage and adequate reimbursement will be applied consistently or~~ **our** ~~obtained in the first instance. Coverage policies and third- party payor reimbursement rates may change at any time. Even if favorable coverage and reimbursement status is attained for a product for which we receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future and payors can, without notice, discontinue coverage for our products or their related services. Our~~ business ~~could also be adversely affected if third- party payors limit the indications for DAXXIFY ® for therapeutic indications~~ , **prospects** ~~if approved~~ , **financial results** ~~will be reimbursed to a smaller patient set than we believe they are effective in treating. In some foreign countries, particularly Canada~~ and **reputation** ~~European countries, the pricing of prescription pharmaceuticals is subject to strict governmental control. In these countries, pricing negotiations with governmental authorities can take six to 12 months or longer after the receipt of regulatory approval and product launch. To obtain favorable reimbursement for the indications sought or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost- effectiveness of our products, including DAXXIFY ®, to other available therapies. If reimbursement for our product is unavailable in any country in which reimbursement is sought, limited in scope or amount, or if pricing is set at unsatisfactory levels, our business~~ could be materially harmed ~~a serious disaster or similar event.We may incur substantial expenses as a result of the limited nature of our disaster recovery and business continuity plans,which,particularly when taken together with our lack of earthquake insurance,could have a material adverse effect on our business.We may also need to halt manufacturing operations,which could impact FDA inspections,halt or delay our clinical trials or prevent the manufacture of DAXXIFY ® for commercialization.If we experience delays in achieving our development or regulatory objectives,or if we are unable to manufacture an approved product within a timeframe that meets market demands,our business,prospects,financial results and reputation could be materially harmed~~ .We currently contract with third- party manufacturers for certain components and services necessary to produce our products and expect to continue to do so to support further clinical trials and commercial scale production.This increases the risk that we will not have sufficient quantities of our products or be able to obtain such quantities **or services** at an acceptable cost,which could delay,prevent or impair our development or commercialization efforts.We plan to utilize our internal and the external ABPS and ~~LSNE~~ **PCI** manufacturing facilities for drug product **and drug substance** production and testing,and we use other service providers for testing and the production of raw materials and excipients to support the clinical and commercial production of our products.For example,we and our manufacturers purchase the materials necessary to produce DAXXIFY ® from single- source third- party suppliers,which includes the development,manufacture and supply of bulk peptide **.There are no assurances that the bulk peptide manufacturer will continue to be available to us or be able to continue to supply us at the required commercial scale,or at all** .There are a limited number of suppliers for the bulk peptide and raw materials that we use to manufacture our products.Any significant delay in the supply of such components or the inability to purchase these components on acceptable terms and at sufficient quality levels or in adequate quantities could delay or halt commercial activities,clinical trials,product testing and potential regulatory approval.We may need to assess alternate suppliers to prevent a possible disruption of the manufacture of the materials necessary to produce a product for commercial sale or clinical trials.There is no guarantee as to if or when we may establish or rely on new and additional suppliers or service providers to support clinical development or commercialization of our products,or whether they will be adequate in all circumstances we may encounter.Even where alternative sources of supply or other service providers are available,qualifying alternate suppliers and service providers and establishing reliable supplies could cost more or could result in delays and a loss of revenues.For instance,we outsource the manufacture of bulk peptide through an agreement with a single supplier.Although we have multiple years of released inventory on hand,we do not know whether such stock will be sufficient to meet projected demand and may need to identify a second source of supply.Even if we are able to identify and qualify a suitable second source to replace the peptide supplier,if necessary,that replacement supplier would not have access to our previous supplier' s proprietary processes and would therefore be required to develop its own,which could result in further delay.As a result,we are dependent on a limited number of suppliers and service providers for our products and the loss of one of our suppliers or service providers could have a material adverse effect on our business,results of operations and financial condition.Reliance on third-party manufacturers entails other additional risks,including the reliance on the third party for regulatory compliance and quality assurance,the possible breach of the manufacturing agreement by the third party,and the possible termination or nonrenewal of the agreement by the third party at a time that is costly or inconvenient for us.In addition,third- party manufacturers may not be able to comply with cGMP or QSR,or similar regulatory requirements outside the U.S.Our failure or the failure of our third-party manufacturers to comply with applicable regulations could result in sanctions being imposed on us,including fines,injunctions,civil penalties,delays,suspension or withdrawal of approvals,license revocation,seizures or recalls of products,operating restrictions and criminal prosecutions,any of which could significantly and adversely affect supplies of our product candidates or products that we may develop.Any failure or refusal to supply the components or services for our product candidates or products that we may develop could delay,prevent or impair our clinical development,regulatory approval or

commercialization efforts.We rely on Teoxane for the manufacture and supply of the RHA ® Collection of dermal fillers,and our dependence on Teoxane may impair our ability to commercialize the RHA ® Collection of dermal fillers.Pursuant to the Teoxane Agreement,we are not entitled to manufacture the RHA ® Collection of dermal fillers.Instead,Teoxane is responsible for supplying our entire supply of the RHA ® Collection of dermal fillers.If Teoxane were to cease production or otherwise fail to timely supply us with an adequate supply of the RHA ® Collection of dermal fillers,our ability to continue to commercialize the RHA ® Collection of dermal fillers would be adversely affected ~~.For example,as a result of the COVID- 19 pandemic,product supply of the RHA ® Collection of dermal fillers was delayed by Teoxane,as they temporarily suspended production in Geneva,Switzerland.Teoxane resumed manufacturing operations at the end of April 2020 and delivered the first shipment of the RHA ® Collection of dermal fillers to us in June 2020.As a result,the initial product launch of the RHA ® Collection of dermal fillers was delayed by one quarter to September 2020.Additional delays in the product supply of the RHA ® Collection of dermal fillers may have an adverse effect on our commercialization strategy~~ .Teoxane is required to produce the RHA ® Collection of dermal fillers under QSR in order to meet acceptable standards for commercial sale.Teoxane is subject to pre- approval inspections and periodic unannounced inspections by the FDA and corresponding state and foreign authorities to ensure strict compliance with QSR and other applicable government regulations and corresponding foreign standards.We do not have control over Teoxane' s compliance with these regulations and standards.Any difficulties or delays in Teoxane' s manufacturing and supply of the RHA ® Collection of dermal fillers or any failure of Teoxane to maintain compliance with the applicable regulations and standards could increase our costs,cause us to lose revenue,prevent the import and / or export of the RHA ® Collection of dermal fillers,impair Teoxane' s ability to produce the RHA ® Collection of dermal fillers on the schedule we require to meet commercialization goals,or cause the RHA ® Collection of dermal fillers to be the subject of field alerts,recalls or market withdrawals.Our business involves the use of hazardous materials and we and our third- party manufacturers and suppliers must comply with environmental laws and regulations,which can be expensive and restrict how we do business.Our sales,marketing,research and development and manufacturing activities and our third- party manufacturers' and suppliers' activities involve the controlled storage,use and disposal of hazardous materials owned by us,including botulinum toxin type A,a key component of our product candidates,and other hazardous compounds.In some cases,these hazardous materials and various wastes resulting from their use are stored at our facilities and our manufacturers' facilities pending their use and disposal.We and our manufacturers and suppliers are **subject to laws and regulations governing the use,manufacture,storage,handling and disposal of these hazardous materials.We are licensed with the Centers for Disease Control and Prevention and with the California Department of Health,Food and Drug Branch for use of botulinum toxin and to manufacture both the active pharmaceutical ingredient and the finished product in topical and injectable dose forms.Although we believe that our safety procedures are sufficient and comply with the standards prescribed by applicable laws and regulations,we cannot eliminate the risk of accidental contamination or injury,which may cause an interruption of our commercialization efforts,research and development efforts or business operations,as well as environmental damage resulting in costly clean- up and liabilities.Such damages and liability could exceed our resources and federal or state,local or other applicable authorities may curtail our use of certain materials and interrupt our business operations.Furthermore,environmental,health and safety laws and regulations are complex,change frequently and have tended to become more stringent.We cannot predict the impact of such changes and cannot be certain of our future compliance** . Risks Related to Research and Development Clinical drug development involves a lengthy and expensive process with an uncertain outcome, and results of earlier studies and trials may not be predictive of future trial results. Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. Furthermore, we rely on CROs, and clinical trial sites to ensure the proper and timely conduct of our clinical trials. While we have agreements governing the committed activities of our CROs, we have limited influence over their actual performance. A failure of one or more of our clinical trials can occur at any time during the clinical trial process. The results of preclinical studies and clinical trials of our product candidates may not be predictive of the results of later- stage clinical trials. Furthermore, final results may differ from interim ~~results. We have and may again experience delays in our ongoing clinical trials, and we do not know whether future clinical trials, if any, will begin on time, need to be redesigned, enroll an adequate number of subjects on time or be completed on schedule, if at all. For example, enrollment in the JUNIPER Phase 2 adult upper limb spasticity trial was paused in March 2020 due to challenges related to the COVID- 19 environment. In June 2020, we announced the decision to end screening and complete enrollment in the JUNIPER Phase 2 trial. We completed the JUNIPER Phase 2 trial in February of 2021 with 83 subjects enrolled. The JUNIPER Phase 2 trial achieved one co- primary endpoint, which evaluated the change in the MAS score from baseline, demonstrating a statistically significant treatment benefit in the 500 unit treatment group compared with placebo. Statistical significance was not achieved on the second co- primary endpoint, however numerical improvement compared with placebo in all three doses on the PGIC assessment was achieved. Although we believe the JUNIPER Phase 2 provided sufficient data to inform our dosing strategy and design for a successful Phase 3 program, we cannot guarantee that the results of the Phase 3 program will generate positive~~ results. Clinical trials can be prevented, delayed or aborted for a variety of reasons, including delay or failure to: • obtain regulatory approval to commence a trial; • reach agreement on acceptable terms with prospective CROs and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites; • obtain IRB approval at each site; • recruit suitable subjects to participate in a trial; • have subjects complete a trial or return for post- treatment follow- up; • ensure clinical sites observe trial protocol or continue to participate in a trial; • address any patient safety concerns that arise during the course of a trial; • address any conflicts with new or existing laws or regulations; • add a sufficient number of clinical trial sites; • manufacture sufficient quantities of a product candidate for use in clinical trials; or • lack of adequate funding to continue the clinical trial. **We have and may again experience delays in our clinical trials, and we do not know whether future clinical trials, if any, will begin on time, need to be redesigned, enroll an adequate number of subjects on time or be completed on schedule, if at**

all. Subject enrollment is a significant factor in the timing of clinical trials and is affected by many factors, including the size and nature of the patient population, the proximity of patients to clinical sites, the eligibility criteria for the trial, the design of the clinical trial, competing clinical trials and clinicians' and patients' perceptions as to the potential advantages of the drug being studied in relation to other available therapies, including any new drugs or treatments that may be approved for the indications we are investigating. There is no guarantee that we can identify, recruit and maintain subjects as participants in a clinical trial in order for the trial to be completed. We could also encounter delays if a clinical trial is suspended or terminated by us, by the IRBs of the institutions in which such trials are being conducted, by the data safety monitoring board for such trial or by the FDA or other regulatory authorities. Such authorities may suspend or terminate a clinical trial due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, failure of inspection of the clinical trial operations or trial site by the FDA or other regulatory authorities resulting in the imposition of a clinical hold, discovery of unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a drug, changes in governmental regulations or administrative actions, risks related to conducting clinical trials during the COVID- 19 pandemic, or lack of adequate funding to continue the clinical trial. Delays in the completion or termination of any clinical trial of our product candidates will increase our costs, slow down our product candidate development and approval process and jeopardize our ability to commence product sales and generate revenues. In addition, many of the factors that cause or lead to a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of our product candidates. Any of these occurrences may significantly harm our business, financial condition and prospects. We ~~currently rely~~ **have historically relied** on third parties and consultants to conduct ~~all of~~ our preclinical studies and clinical trials. If these third parties or consultants do not successfully carry out their contractual duties or meet expected deadlines, we may be unable to obtain regulatory approval for or commercialize DAXXIFY ® for **additional** indications ~~other than glabellar lines~~ or any future product candidates, on a timely basis, or at all ~~. We do not have the ability to independently conduct preclinical studies or clinical trials~~ . We rely on medical institutions, clinical investigators, contract laboratories, collaborative partners and other third parties, such as CROs and clinical data management organizations, to conduct clinical trials on our product candidates. The third parties with whom we contract for execution of our clinical trials play a significant role in the conduct of these trials and the subsequent collection and analysis of data. However, these third parties are not our employees, and except for contractual duties and obligations, we have limited ability to control the amount or timing of resources that they devote to our programs. Although we **typically** rely on these third parties to conduct our preclinical studies and clinical trials, we remain responsible for ensuring that each of our preclinical studies and clinical trials is conducted in accordance with its investigational plan and protocol. Moreover, the FDA and foreign regulatory authorities require us to comply with GCPs and good laboratory practices for conducting, monitoring, recording and reporting the results of clinical and preclinical trials to ensure that the data and results are scientifically credible and accurate, and that the trial subjects are adequately informed of the potential risks of participating in clinical trials. We also rely on consultants to assist in the execution, including data collection and analysis, of our clinical trials. In addition, the execution of preclinical studies and clinical trials, and the subsequent compilation and analysis of the data produced, requires coordination among various parties. In order for these functions to be carried out effectively and efficiently, it is imperative that these parties communicate and coordinate with one another. Moreover, these third parties may also have relationships with other commercial entities, some of which may compete with us. These third parties may terminate their agreements with us upon as little as 30 days' prior written notice of a material breach by us that is not cured within 30 days. Many of these agreements may also be terminated by such third parties under certain other circumstances, including our insolvency or our failure to comply with applicable laws. In general, these agreements require such third parties to reasonably cooperate with us at our expense for an orderly winding down of services of such third parties under the agreements. If the third parties or consultants conducting our clinical trials do not perform their contractual duties or obligations, experience work stoppages, do not meet expected deadlines, terminate their agreements with us or need to be replaced, or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical trial protocols or GCPs, or for any other reason, we may need to conduct additional clinical trials or enter into new arrangements, which could be difficult, costly or impossible, and our clinical trials may be extended, delayed or terminated or may need to be repeated. We may be unable to recover unused funds from these third- parties. If any of the foregoing were to occur, we may not be able to obtain, or may be delayed in obtaining, regulatory approval for, and will not be able to, or may be delayed in our efforts to, successfully commercialize the product candidate being tested in such trials. Risks Related to Our Intellectual Property If our efforts to protect our intellectual property related to our Products ~~and Services~~ or any future products ~~and services~~ are not adequate, we may not be able to compete effectively. Our success and ability to compete depends significantly upon our ability to obtain, maintain and protect our proprietary rights and licensed intellectual property rights to the technologies and inventions used in or embodied by our Products ~~and Services~~ . We rely upon a combination of patents, trade secret protection and confidentiality agreements to protect the intellectual property related to DAXXIFY ® **and** ~~, OPUL ®,~~ the RHA ® Collection of dermal fillers, our onabotulinumtoxinA biosimilar, and our development programs. We also have not pursued or maintained, and may not pursue or maintain in the future, patent protection for our products in every country or territory in which we sell or will in the future sell our products. Any disclosure to or misappropriation by third parties of our confidential proprietary information could enable competitors to quickly duplicate or surpass our technological achievements, thereby eroding our competitive position. The strength of patents in the biotechnology ~~and fintech fields~~ **field** involves complex legal and scientific questions and can be uncertain. This uncertainty includes changes to the patent laws through either legislative or court action that may reinterpret existing law in ways affecting the scope or validity of issued patents. The evolving law relating to patent eligibility for patents related to our business may be relevant to the scope of protection available to us. The patent applications that we own or license may fail to result in issued patents in the U. S. or foreign countries. Competitors and academic scientists in the field of cosmetics, pharmaceuticals and neuromodulators, for example, have created a substantial amount of prior art, including

scientific publications, patents and patent applications. Our ability to obtain and maintain valid and enforceable patents depends on whether the differences between our technology and the prior art allow our technology to be patentable over the prior art. Even if the patents do successfully issue, third parties are currently challenging and may again challenge the validity, enforceability or scope of such issued patents or any other issued patents we own or license, which may result in such patents being narrowed, invalidated or held unenforceable. For example, ~~on May 2, 2019 our European Patent No. EP 2 490 986 B1 for " Methods and Systems For Purifying Non- Complexed Botulinum Neurotoxin " was opposed. Although we successfully defended the patent~~ in ~~the European Patent Office with the patent being upheld with amendments to certain claims, the opponent has appealed and we are awaiting a decision. In~~ November 2022, Ipsen ~~Biopharm~~ **Biopharmaceuticals, Inc.** opposed our European Patent No. EP 3 368 071 for " Injectable botulinum toxin formulations and methods of use thereof having long duration of therapeutic or cosmetic effect. " We **responded to their opposition in March 2023. We** will vigorously defend this patent in the European Patent Office **; however, we cannot guarantee that it will be upheld** . Third parties may challenge the validity of any issued U. S. Patent in the USPTO through the post- grant review process on the basis of prior art patents or printed publications. Because of a lower evidentiary standard in the USPTO compared to district courts, third parties may attempt to use the USPTO procedures to invalidate our patent claims that would not have been invalidated if first challenged by the third party as a defendant in a district court action. If the breadth or strength of protection provided by the patents and patent applications we hold or pursue with respect to DAXXIFY ®, ~~OPUL ®,~~ an onabotulinumtoxinA biosimilar or any future product candidates is challenged, then it could threaten our ability to prevent competitive products from being marketed. Even where laws provide protection, costly and time- consuming litigation could be necessary to enforce, defend and determine the scope of our proprietary rights, and the outcome of such litigation would be uncertain. Moreover, any actions we may bring to enforce our intellectual property against our competitors could provoke them to bring counterclaims against us. Some of our competitors have substantially greater intellectual property portfolios and financial resources than we have. See Item 1A. " Risk Factors — If we infringe or are alleged to infringe intellectual property rights of third parties, our business could be harmed " for more information. Furthermore, even if our patents and applications are unchallenged, they may not adequately protect our intellectual property or prevent others from designing around our claims. We also rely on trade secret protection and confidentiality agreements to protect proprietary know- how that may not be patentable, processes for which patents may be difficult to obtain or enforce and any other elements of our product development and manufacturing processes that involve proprietary know- how, information or technology that is not covered by patents. In an effort to protect our trade secrets and other confidential information, we require our employees, consultants, collaborators and advisers to execute confidentiality agreements upon the commencement of their relationships with us. These agreements require that all confidential information developed by the individual or made known to the individual by us during the course of the individual' s relationship with us be kept confidential and not be disclosed to third parties. These agreements, however, may not provide us with adequate protection against improper use or disclosure of confidential information, and these agreements may be breached. Adequate remedies may not exist in the event of unauthorized use or disclosure of our confidential information. A breach of confidentiality could significantly affect our competitive position. In addition, in some situations, these agreements may conflict with, or be subject to, the rights of third parties with whom our employees, consultants, collaborators or advisers have previous employment or consulting relationships. To the extent that our employees, consultants or contractors use any intellectual property owned by others in their work for us, disputes may arise as to the rights in any related or resulting know- how and inventions. Also, others may independently develop substantially equivalent proprietary information and techniques or otherwise gain access to our trade secrets and other confidential information. If we infringe or are alleged to infringe intellectual property rights of third parties, our business could be harmed. Our research, development, manufacturing and commercialization activities may infringe or otherwise violate or be claimed to infringe or otherwise violate patents owned or controlled by other parties. Competitors in the field of cosmetics, pharmaceuticals and botulinum toxin have developed large portfolios of patents and patent applications in fields relating to our business. For example, there are patents held by third parties that relate to the treatment with botulinum toxin- based products for indications we are currently developing. There may also be patent applications that have been filed but not published that, when issued as patents, could be asserted against us. These third parties could bring claims against us that would cause us to incur substantial expenses and, if successful against us, could cause us to pay substantial damages. Further, if a patent infringement suit were brought against us, we could be forced to stop or delay research, development, manufacturing or sales of the product or product candidate that is the subject of the suit. For example, in October 2021, Allergan filed a complaint against us and ABPS, one of our manufacturing sources of DAXXIFY ®, in the U. S. District Court for the District of Delaware, alleging infringement of the following patents assigned and / or licensed to Allergan, U. S. Patent Nos. 11, 033, 625; 7, 354, 740; 8, 409, 828; 11, 124, 786; and 7, 332, 567. Allergan **later amended its complaint alleging infringement of four additional patents assigned and / or licensed to Allergan, U. S. Patent Nos. 11, 147, 878; 11, 203, 748; 11, 326, 155; and 11, 285, 216. On September 15, 2023, U. S. Patent No. 7, 332, 567 was dismissed from the case. See Item 3. " Legal Proceedings " for more information. Allergan** claims that our formulation for DaxibotulinumtoxinA for Injection and our and ABPS' s manufacturing process used to produce DaxibotulinumtoxinA for Injection infringes its patents ~~. Allergan also asserted a patent with claims related to a substrate for use in a botulinum toxin detection assay~~ . We dispute the claims in this lawsuit and intend to defend the matter vigorously. However, there can be no assurance that the court will not rule against us in these proceedings. Even if we are successful in defending against such claim, this litigation could divert management' s attention, as well as our resources, from our business and any claims paid out of our cash reserves would harm our financial condition and operating results. As a result of patent infringement claims, or to avoid potential claims, we may choose or be required to seek licenses from third parties. These licenses may not be available on acceptable terms, or at all. Even if we are able to obtain a license, the license would likely obligate us to pay license fees or royalties or both, and the rights granted to us might be nonexclusive, which could result in our competitors gaining access to the same intellectual property. Ultimately, we could be

prevented from commercializing a product based on our current or future indications, or be forced to cease some aspect of our business operations, if, as a result of actual or threatened patent infringement claims, we are unable to enter into licenses on acceptable terms. There has been substantial litigation and other proceedings regarding patent and other intellectual property rights in the pharmaceutical industry. In addition to infringement claims against us, we may become a party to other patent litigation and other proceedings, including interference, derivation or post- grant proceedings declared or granted by the USPTO and similar proceedings in foreign countries, regarding intellectual property rights with respect to our current or future products. The cost to us of any patent litigation or other proceeding, even if resolved in our favor, could be substantial. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their substantially greater financial resources. Patent litigation and other proceedings may also absorb significant management time. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could impair our ability to compete in the marketplace. The occurrence of any of the foregoing could have a material adverse effect on our business, financial condition or results of operations. If Teoxane fails to obtain and maintain patents, licensing arrangements or other protection for the proprietary intellectual property that we have exclusive distribution rights to in the U. S., we could lose our rights related to the RHA ® Collection of dermal fillers, which would have a material adverse effect on our potential to generate revenue, our business prospects, and our results of operations. If Teoxane fails to obtain and maintain patent, licensing arrangements or other protection for the proprietary intellectual property that we have exclusive distribution rights to in the U. S., we could lose our rights to the intellectual property or our exclusivity with respect to those rights, and our competitors could market competing products using the intellectual property. The intellectual property underlying the RHA ® Collection of dermal fillers is of critical importance to our business and involves complex legal, business and scientific issues and is complicated by the rapid pace of scientific discovery in our industry. Disputes may arise regarding intellectual property subject to the Teoxane Agreement, including: • the scope of rights granted under the Teoxane Agreement and other interpretation- related issues; • the extent to which our technology and processes infringe on intellectual property of Teoxane that is not subject to the Teoxane Agreement; • the sublicensing of patent and other rights under our collaborative development relationships; and • the ownership of inventions and know- how resulting from the development of intellectual property under the Teoxane Agreement. If disputes over intellectual property that we have licensed prevent or impair our ability to maintain our current licensing arrangements on acceptable terms, we may be unable to successfully develop and commercialize the affected products or product candidates. We may become involved in lawsuits or administrative proceedings to protect or enforce our patents or other intellectual property or the patents of our licensors, or to challenge patent claims of third party patents which could be expensive and time- consuming. Competitors may infringe upon our intellectual property, including our patents or the patents of our licensors. As a result, we may in the future be required to file infringement claims to stop third- party infringement or unauthorized use of our own or licensed intellectual property. This can be expensive, particularly for a company of our size, and time- consuming. In addition, in an infringement proceeding, a court may decide that a patent of ours is not valid or is unenforceable, or may refuse to stop the other party from using the technology at issue on the grounds that our patent claims do not cover its technology or that the factors necessary to grant an injunction against an infringer are not satisfied. An adverse determination of any litigation or other proceeding could put one or more of our patents at risk of being invalidated or interpreted narrowly and could put our patent applications at risk of not issuing. Interference, derivation, inter partes review, post- grant review or other proceedings brought at the USPTO may be necessary to determine the priority or patentability of inventions with respect to our patents or patent applications or those of our licensors or collaborators, or those of our competitors. However, we cannot guarantee that those proceedings will be successful. For example, we filed two petitions (IPR2021- 01203 and IPR2021- 01204) requesting IPR of Medy- Tox' s U. S. Patent No. 9, 480, 731, titled " Long Lasting Effect of New Botulinum Toxin Formulations " and the USPTO Trial and Appeal Board denied institution of the IPRs. Although the IPR proceedings were not successful, we continue to take appropriate measures to defend our patent position, which may include future IPR proceedings, litigation or other USPTO proceedings, any of which may fail or may be invoked against us by third parties. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation or other proceedings, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation or proceeding. In addition, during the course of this kind of litigation or proceeding, there could be public announcements of the results of hearings, motions or other interim proceedings or developments or public access to related documents. If investors perceive these results to be negative, the market price for our common stock could be significantly harmed. We may not be able to protect our intellectual property rights throughout the world. We do not have intellectual property rights in all foreign countries in which a market may exist. Filing, prosecuting and defending patents on product candidates in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the U. S. can be less extensive than those in the U. S. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the U. S. and in some cases may even force us to grant a compulsory license to competitors or other third parties. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the U. S., or from selling or importing products made using our inventions in and into the U. S. or other jurisdictions. Competitors may use our technologies to develop their own products in jurisdictions where we have not obtained patent protection and further, may export otherwise infringing products to territories where we have patent protection, but where enforcement is not as strong as that in the U. S. These products may compete with our products and our patents or other intellectual property rights may not be effective or sufficient to prevent them from competing. Periodically, we may review the patents and patent applications we have pending throughout the world and decide to abandon one or more of them if we determine such patents or applications would not make a strategic contribution to our business. Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents and other

intellectual property protection, particularly those relating to biotechnology, which could make it difficult for us to stop the infringement of our patents or marketing of competing products in violation of our proprietary rights generally. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly and our patent applications at risk of not issuing and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license. In addition, our ability to protect and enforce our intellectual property rights may be adversely affected by unforeseen changes in domestic and foreign intellectual property laws. ~~Use of " open source " software for the Fintech Platform could adversely affect our ability to provide the Fintech Platform and subject us to possible claims. The Fintech Platform incorporates open source software and we expect to continue to use open source software in the future. We may face claims from others claiming ownership of open source software, or seeking to enforce the terms of, an open source license, including by demanding release of the open source software or derivative works thereof, or of our proprietary source code associated with such open source software. These claims could also result in litigation, require us to purchase a costly license, require us to stop offering certain services, disclose our software source code and the detailed program commands for our software, or require us to devote additional research and development resources to change the Fintech Platform, any of which would have a negative effect on our business and operating results. In addition, if the license terms for the open source software we utilize changes, we may be forced to reengineer the Fintech Platform or incur additional costs. Although we have implemented policies to regulate the use and incorporation of open source software into the Fintech Platform, we cannot be certain that we have not incorporated open source software in the Fintech Platform in a manner that is inconsistent with such policies. Risks Related to the Fintech Platform If we are not able to increase the use and adoption of OPUL ®, then we may not realize the anticipated benefits of the HintMD Acquisition. OPUL ® is a registered PayFac. As a PayFac, OPUL ® earns revenue by charging fees for completing payment transactions and other payment- related services based on the volume of activity processed on the platform. Although OPUL ® has launched, it has only been installed in limited accounts. In order to increase revenue generated by the Fintech Platform, we need to expand the customer base significantly. If OPUL ® is not widely adopted by new customers or existing customers are dissatisfied with the experience offered by OPUL ®, then our ability to expand and deepen aesthetic customer relationships and expectations for revenue growth through OPUL ® will not be achieved. The successful use and adoption of OPUL ® will depend on a number of factors, including our ability to: increase loyalty between practices and consumers; continue to develop high- quality software; successfully differentiate OPUL ® from competitive products and services; and fund and achieve success in sales and marketing efforts. Product enhancements, the continued development of OPUL ® and the promotion of OPUL ® will require us to make substantial expenditures. Further, we anticipate that these expenditures will increase as we seek to expand our Service offering and customer base. We may not have sufficient funds to successfully complete these Service development and marketing activities. In addition, to the extent that these activities generate increased revenue, this revenue may not offset the expenses we incur. If we do not successfully maintain and enhance the Services, we could lose customers or fail to attract potential new customers. As a result, we may not generate meaningful revenue from OPUL ® or realize the anticipated benefits from the HintMD Acquisition, which could adversely affect our business, results of operations and financial condition. The HintMD Acquisition may result in additional impairment charges from the recording of goodwill and intangible assets that could adversely affect our financial results. Based on the goodwill impairment test, we determined that the estimated fair value of the Service reporting unit was below the carrying value and, accordingly, we recognized a goodwill impairment charge of $ 69. 8 million in our Service reporting unit for the year ended December 31, 2022 and was presented in impairment loss on the consolidated statement of operations and comprehensive loss. There can be no assurance that we will not have to recognize future non- cash impairment charges from the recording of goodwill and intangible assets incurred in connection with the HintMD Acquisition, which may adversely affect our financial results. The amount and timing of these possible charges, if any, are not yet known. If such assets are found to be further impaired, they will be written down to their estimated fair value, with a charge against earnings. Further, our failure to identify or accurately assess the magnitude of necessary technology investments we are assuming as a result of the acquisition could result in unexpected litigation or regulatory exposure, unfavorable accounting charges, a loss of anticipated tax benefits or other adverse effects on our business, operating results or financial condition. Interruptions or performance problems associated with the Fintech Platform technology, infrastructure or service offerings may adversely affect our business and operating results. The continued growth of the Fintech Platform depends in part on the ability of users to access the Fintech Platform at any time and within an acceptable amount of time. The Fintech Platform is proprietary, and it relies on the expertise of members of engineering, operations and software development teams for its continued performance. Disruptions to these departments and functions, some of which are outsourced, could result in Service feature and enhancement delays and interruptions to or performance problems associated with the Fintech Platform. For example, the Fintech Platform contracts with engineers located in Ukraine who may be adversely impacted by the conflict between Russia and Ukraine, which in turn may delay some Service development efforts and the delivery of the Services and related enhancements. In addition, we depend on external data centers, such as Amazon Web Services, to host the Fintech Platform applications and have integrated third- party services that we rely upon as critical components of the Fintech Platform application. We do not control the operation of these facilities. The Fintech Platform has experienced minor disruptions, outages and performance problems in the past, and may in the future experience disruptions, outages and other performance problems due to a variety of factors, including infrastructure changes, introductions of new functionality, human or software errors, delays in scaling of the technical infrastructure (such as if we do not maintain enough excess capacity or accurately predict the infrastructure requirements of the Fintech Platform), capacity constraints due to an overwhelming number of users accessing the Fintech Platform simultaneously, and denial- of- service or other cyber- attacks~~

or other security- related incidents. In some instances, we may not be able to identify the cause or causes of these performance problems within an acceptable period of time. It may become increasingly difficult to maintain and improve the performance of the Fintech Platform, especially during peak usage times, and as the Fintech Platform becomes more complex and its user traffic increases. As a result, the Fintech Platform may become unavailable or users may be unable to access the Fintech Platform within a reasonable amount of time. In the event of any of the factors described above, or certain other failures of our infrastructure or that of third- parties we rely on, user data may be permanently lost. If the Fintech Platform experiences significant periods of service downtime in the future, we may be subject to claims by users of the Fintech Platform. To the extent that we do not effectively address capacity constraints, upgrade our systems as needed, continually develop our technology and network architecture to accommodate actual and anticipated changes in technology and efficiently resolve interruptions or performance problems with the Fintech Platform, existing relationships with practices would be adversely affected and we could lose customers or have difficulty increasing adoption by new customers. This could also result in poor relationships with customers and, as a result, poor customer relations and reputational harm to Revance. The business and growth of the Fintech Platform depend in part on the success of its strategic relationships with third parties, including payments partners and hardware partners. We depend on, and anticipate that we will continue to depend on, various third- party relationships in order to sustain and grow the Fintech Platform. We are highly dependent upon partners for certain critical features and functionality of the Fintech Platform, including secure data centers, a sponsor bank and third- party payment processors. We depend on third- party processing partners to perform payment processing services to make the Fintech Platform work. For example, we rely on Fiserv to provide the payment gateway services that enables the Fintech Platform to process payments, and if Fiserv is unable to continue to supply processing for the Fintech Platform, the performance of the Fintech Platform could be adversely affected and its growth would be limited. The Fintech Platform' s processing partners and suppliers may go out of business or otherwise be unable or unwilling to continue providing such services, which could significantly and materially reduce our payments revenue and disrupt our offered Services. In addition, users of the Fintech Platform may be subject to quality issues related to its third- party processing partners or we may become involved in contractual disputes with our processing partners, both of which could impact the Fintech Platform' s and Revance' s reputation and adversely impact customer relationships and the Fintech Platform' s ability to generate revenue. If we were no longer able to use our current third- party processing partners, we may be required to migrate to other third- party payment partners in the future. The initiation of these relationships and the transition from one relationship to another could require significant time and resources. Establishing these new relationships may be challenging and there is no assurance that we will be able to reach an agreement with a new processing partner. Contracts with such processing partners may be less economically beneficial to us than existing relationships. Further, any new third- party payment processing relationships may not be as effective, efficient or well received by existing customers of the Fintech Platform. For pricing, technological or other reasons, existing customers may not agree to migrate to a new payment provider, which may reduce the Fintech Platform customer base and decrease the profitability of the Fintech Platform. In addition to a third- party payment processor, another payment partner required for OPUL ® to act as a PayFac is an acquiring bank that is a member of the payment networks. The acquiring bank acquires and settles funds on behalf of its customers. The acquiring bank may change their underwriting criteria such that continued use of the acquiring bank would render the Services unprofitable, the acquiring bank may itself encounter difficulties unrelated to OPUL ® or payment network rules may be amended rendering the acquiring bank incapable of processing for OPUL ® customers. Any of these occurrences could interfere with the ability of OPUL ® to offer effective and profitable Services for its customers, which would disrupt the OPUL ® business, increase our expenses and impact the Services we could provide to our OPUL ® customers. We also rely on third- parties for the provision of the hardware terminal on which OPUL ® operates. For example, in 2021 and 2022 the global chip shortage has impacted our third- party partners' ability to provide us with POS hardware terminals that are provided to customers as a part of the OPUL ® service offering. If a similar issue occurred, resulting in our third- party partner not being able to provide enough POS terminals to meet OPUL ® demand, it would affect our ability to timely board new customers or fulfill orders for additional hardware from existing customers. If such issues continue for an extended period of time, it could materially and adversely affect the Fintech Platform' s business. Identifying, negotiating and documenting relationships with strategic third- parties requires significant time and resources. In addition, integrating third- party technology is complex, costly and time- consuming. Our agreements with these partners are typically limited in duration, non- exclusive and do not prohibit them from working with the Fintech Platform' s competitors or from offering competing services. If we are unsuccessful in establishing or maintaining relationships with these strategic third- parties, our ability to compete in the payments marketplace could be impaired, and as a result the Fintech Platform' s business may negatively be impacted, and we may not realize the benefits of the HintMD Acquisition. Substantial and increasingly intense competition in the payment processing industry may harm the Fintech Platform business. Further, the Fintech Platform is dependent on payment card networks and third- party payment processors, and any changes to their fee structures could harm the Fintech Platform business. The markets in which the Fintech Platform competes are intensely competitive and characterized by rapid technological change. We compete with a wide range of companies ranging from small start- up enterprises with limited resources to very large companies which can leverage significantly larger customer bases and greater financial resources. Many of our competitors have longer operating histories, significantly greater financial, technical, and sales and marketing resources, greater brand recognition, better relationships with third- party service providers and a larger customer base than we do. We anticipate that the markets in which we compete will continue to attract new competitors and new technologies and we may not be able to compete successfully with them. Because the Fintech Platform operates in a highly competitive marketplace, there can be significant downward pressure on the pricing we may charge our customers for the processing of credit cards in order to remain competitive in the marketplace. The Fintech Platform' s competitors may be able to offer similar or lower rates to their customers alongside a more comprehensive set of financial services products that allows them to offset a reduction in processing margins. Additionally, costs associated with the

~~processing of credit cards are not directly under our control. The expenses related to the processing of credit cards include interchange fees, assessment fees, and other related costs payable to a third- party payment processor. From time to time, these fees have increased and may continue to do so in the future. An increase in the fee structure may adversely affect the Fintech Platform' s margins and we may not realize the benefits of the HintMD Acquisition.~~ Risks Related to Government and Industry Regulation Our business and Products are subject to extensive government regulation. We are subject to extensive, complex, costly and evolving regulation by federal, state, and local governmental authorities in the U. S., principally the FDA, the U. S. Drug Enforcement Administration, and the Centers for Disease Control and Prevention, as well as foreign regulatory authorities. Compliance with laws affecting the manufacture, promotion, and sale of current Products and the discovery, development, and introduction of new products or new Product uses requires substantial ongoing effort and expense. Failure to comply with applicable requirements, including those promulgated under the FDCA, the Public Health Service Act, and the Controlled Substances Act in the U. S., and similar laws that vary by country, may subject us to delay, remediation costs, adverse publicity, operating or distribution restrictions, disciplinary actions including warning letters or similar communications of admonition, Product seizures, recalls, monetary penalties, injunctions, suspension or revocation of approvals, criminal prosecution, or exclusion from future participation in federal healthcare programs. The regulatory approval process is highly uncertain and we or any collaboration partner may be unable to obtain regulatory approval for the manufacture or commercialization of DAXXIFY ® for new indications, the RHA ® Pipeline Products or any future product candidates, or to obtain regulatory approval on our desired timelines. The research, development, testing, regulatory review, and approval of new products and new ~~Product~~ **product** uses are subject to extensive regulation. In addition to the regulatory authorities described above, product development may be subject to requirements for authorization and continuing oversight by institutional review boards / ethics committees and other local boards. Generally, relevant regulatory and institutional authorities must approve a nonclinical study or clinical research before it may commence. Then a regulatory authority must authorize a product for proposed conditions of use before it may be commercialized. Obtaining regulatory approvals can be a lengthy, expensive and uncertain process, requirements can change over time, and delay or failure can occur at any stage of the process. Failure to comply with FDA and other applicable U. S. and foreign regulatory requirements may subject us to the range of administrative or judicially imposed sanctions or other actions. See the section titled " Risk Factors – Risks Related to Government and Industry Regulation – Our business and Products are subject to extensive government regulation " for additional information about **consequences of non-** compliance. Prior to obtaining approval to commercialize a product in the U. S. or abroad, we or our collaborators must demonstrate with substantial evidence from well controlled clinical trials, and to the satisfaction of the FDA or applicable foreign regulatory agencies, that such product candidates are safe and effective, or safe, pure and potent, for their intended uses. Results from nonclinical studies and clinical trials can be interpreted in different ways. Deficiencies can occur in the conduct of nonclinical studies and clinical trials. Even if we believe the data for our product candidates are reliable and promising, such data may not be sufficient to support approval by the FDA or other regulatory authorities, or approval to the extent desired. Furthermore, administering product candidates to humans may produce unexpected results or undesirable side effects, which could interrupt, delay or halt clinical trials or result in the FDA or other regulatory authorities denying approval of a product candidate for any or all targeted indications. Even with positive clinical trial results, there is risk that the FDA or other regulatory authority identifies deficiencies or questions related to the manufacturing process of our ~~product~~ **products** ~~candidates~~ . For example, in 2021, the FDA delayed DAXXIFY ® GL Approval following **its identification of observations at its** onsite inspection at our manufacturing facility. Although we were subsequently granted DAXXIFY ® GL Approval, in order to meet future commercial demand, we will need to rely on one or more third- party manufacturing partners, which requires their successful completion of **an** inspection and FDA prior approval of a supplemental filing to our BLA. Although **the ABPS facility** ~~we have submitted such a filing, and it~~ has **received FDA approval** ~~been accepted for review~~ , we cannot be certain of how quickly or successfully the regulatory approval process will proceed for **additional** ~~a new~~ manufacturing ~~site~~ **sites** ~~. We may encounter problems that cause us to abandon, modify or repeat nonclinical studies or clinical trials, or perform additional studies and trials. For example, we completed the Phase 2 study of DAXXIFY ® for the management of plantar fasciitis but determined in November 2020 that we would not currently pursue that indication because of the study results~~ . In addition, we could experience issues during manufacturing inspections that could cause us or our manufacturing partners to undergo reinspections, as was the case with the ~~approval~~ process for the DAXXIFY ® GL Approval. Depending on the circumstances, the timing to complete remediation of issues identified and then a reinspection can be lengthy. Even upon reinspection, it is not guaranteed that a facility or its systems and processes will be found adequate. Regulators can delay, limit or deny approval of a product candidate for many reasons, including the following: • our inability to demonstrate to the satisfaction of the FDA or applicable foreign regulatory body that the product candidate is safe and effective, or safe, pure and potent, for the requested conditions of use; • our inability to establish that our data, including data collected for us by third parties, are properly collected, reliable, and reproducible; • our inability to remedy identified deficiencies or demonstrate viable manufacturing processes, or similar issues affecting third- party manufacturers with which we contract; • the FDA' s or foreign regulatory agency' s disagreement with the trial protocol or the interpretation of data from nonclinical studies or clinical trials; • our inability to demonstrate that clinical and other benefits of the product candidate outweigh any safety or other perceived risks; • the FDA' s or applicable foreign regulatory agency' s requirement for additional preclinical or clinical studies; • the FDA' s or applicable foreign regulatory agency' s non- approval of the formulation, quality control, labeling, or the specifications of the product candidate; • the inability of the FDA to audit key clinical sites used in the development of the product for unapproved indications; • competitor products may secure data or marketing exclusivity that delays our product approval or market entry; or • the approval policies or regulations of the FDA or applicable foreign regulatory agency significantly change in a manner rendering our data insufficient for approval. The RHA ® Collection of dermal fillers are Class III medical devices that require PMA approval before they may be commercialized in the U. S. Although our partner Teoxane has received PMA approval for

the RHA ® Collection of dermal fillers, **any future development** ~~we and Teoxane will be subject to ongoing regulatory requirements governing, among other things, the manufacture, marketing, advertising, medical device reporting, sale, promotion, registration, and listing~~ of ~~these devices. The medical device regulations to which we are subject are complex and have become more stringent over time, and we have a limited history of operating as a distributor of Class III medical devices. Our failure to comply with applicable regulatory requirements could result in enforcement action by the FDA, state or foreign regulatory authorities, including recalls, Dear Healthcare Provider Letters and negative publicity which would negatively affect our business, financial condition and results of operations. If DAXXIFY ® or the~~ RHA ® **Pipeline Products will require** ~~Collection of dermal fillers were to lose regulatory~~ approval ~~, if~~ **. If we are unable to gain approval of** DAXXIFY ® for **additional** indications ~~other than glabellar lines~~ or any future product candidates ~~do not gain approval~~ on a timely basis or at all, or if our prior approval supplement ~~filings~~ **filing** for our third- party manufacturing ~~partners~~ **partner** ~~are~~ **is** not approved on a timely basis or at all, our business and results of operations could be materially and adversely harmed. Our Products remain subject to ongoing regulatory obligations and continued regulatory oversight even though approved, which may result in significant additional expense, may limit or delay additional regulatory approvals, may subject us to penalties, and may result in withdrawal of regulatory approval if we fail to comply with applicable regulatory requirements. After our products receive regulatory approval, we, **Teoxane** and our **manufacturing partners** ~~direct and indirect suppliers~~, remain subject to the applicable laws as well as post- marketing surveillance. We must perform ~~,~~ periodic inspection of facilities, continuing review of production processes, testing of products, and monitoring and reporting obligations to confirm that ~~our products and~~ we are in compliance with all applicable requirements, including product specifications. New information is expected to be developed post- approval, following more diverse consumer exposures and longer time in use, as well as due to changes in manufacturing and production experience over time. Adverse findings may result in quality or other investigations, labeling revisions, the implementation of REMS or other control programs, completion of government mandated clinical trials or other assessments, specification revisions, and government enforcement action relating to labeling, advertising, marketing and promotion, as well as regulations governing manufacturing controls noted above. If supplies or products are imported or exported, detention or other restrictions may be imposed if there appears to be a violation, potentially disrupting supply chains. New suppliers must be tested and authorized prior to use. The FDA may withdraw approval of a product if compliance with regulatory requirements is not maintained or if problems occur after a product reaches the market. The FDA strictly regulates marketing, labeling, advertising, and promotion of products that are placed on the market. Pharmaceutical products may be promoted only for the approved indications and consistent with the provisions of the approved label. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off- label uses. Our Products and any future products will be subject to continual regulatory review by the FDA and / or (if applicable) non- U. S. regulatory authorities. Conditions may be imposed for continuing approval, potentially including costly post- marketing testing, including Phase 4 clinical trials, ~~and~~ surveillance to monitor the safety and efficacy of the product candidate **and requirements related to manufacturing and testing. For example, in connection with the DAXXIFY ® GL Approval, the FDA required us to transition to a cell- based potency assay as a part of our quality control testing process to align with evolving industry standards. If we are unable to meet our post approval commitments, we may be subject to citations from the FDA, and as a result, negative publicity** . In addition, the manufacturing processes, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion and recordkeeping for ~~such~~ **our** Products and any future products will be subject to extensive and ongoing regulatory requirements. These requirements include submissions of safety and other post- marketing information and reports, registration, as well as continued compliance with cGMP and GCPs for any clinical trials conducted post- approval. Later discovery of previously unknown problems with such Products and any future products, including adverse events of unanticipated severity or frequency, or with our third- party manufacturers or manufacturing processes, or failure to comply with regulatory requirements, including conditions of approval, may result in, among other things: • restrictions on the marketing or manufacturing of the product, withdrawal of the product from the market, or voluntary or mandatory product recalls; • holds or other adverse impacts on ongoing or future clinical trials; • refusal by the FDA to approve pending applications or supplements to approved applications submitted by us or our strategic collaborators, or suspension or revocation of product license approvals; • product seizure or detention, or refusal to permit the import or export of products; and • injunctions or the imposition of civil or criminal penalties; any of which could be harmful to our ability to generate revenues and our stock price. **In addition, we and Teoxane are subject to ongoing regulatory requirements governing, among other things, the manufacture, marketing, advertising, medical device reporting, sale, promotion, registration, and listing of Class III medical devices. The medical device regulations to which we and Teoxane are subject are complex and have become more stringent over time.** Any failure ~~of~~ **by us or** Teoxane to maintain compliance with the applicable regulations and standards for the RHA ® Collection of dermal fillers and reports of adverse events or safety concerns could increase our costs, cause us to lose revenue, prevent the import and / or export of the RHA ® Collection of dermal fillers, **result in enforcement action by regulatory agencies,** cause the RHA ® Collection of dermal fillers to be recalled or withdrawn **, result in negative publicity** and prevent us from successfully commercializing the RHA ® Collection of dermal fillers **. Further, as the manufacturer of DAXXIFY ® and the distributor of the RHA ® Collection of dermal fillers, we are required to maintain certain licenses, registrations, permits, authorizations, approvals or other types of state and local permissions in order to comply with various regulations regarding the distribution of drugs and medical devices. Failure to maintain such licenses and approvals will also prevent distribution of Products, which would limit our ability to generate revenue** . Our ongoing regulatory requirements may also change from time to time, potentially harming or making costlier our commercialization efforts. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the U. S. or other countries. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval that we

may have obtained and we may not achieve or sustain profitability, which would adversely affect our business. Our Products and product candidates are subject to ongoing FDA and foreign regulatory obligations and continued regulatory review with respect to manufacturing. We and any third- party contract development and manufacturers or suppliers are required to comply with applicable cGMP regulations and other international regulatory requirements. The regulations require that our Products and product candidates be manufactured and records maintained in a prescribed manner with respect to manufacturing, testing and quality control / quality assurance activities. The RHA ® Collection of dermal fillers are subject to the FDA' s QSR for medical devices. Additionally, third party manufacturers and suppliers and any manufacturing facility typically must undergo a pre-approval inspection before we can obtain marketing authorization for any of our Products or product candidates. Even after a manufacturer has been qualified by the FDA, the manufacturer must continue to expend time, money and effort in the area of production and quality control to ensure full compliance with cGMP and QSR, as applicable. Manufacturers are subject to regular, periodic inspections by the FDA following initial approval. Further, to the extent that we contract with third parties for the supply and / or manufacture of our Products (for example, Teoxane with respect to the RHA ® Collection of dermal fillers and ABPS and ~~LSNE~~ **PCI** with respect to DAXXIFY ®), our ability to control third ~~-~~party compliance with FDA requirements will be limited to contractual remedies and rights of inspection. If, as a result of the FDA' s inspections, it determines that the equipment, facilities, laboratories or processes do not comply with applicable FDA regulations and conditions of Product approval, the FDA may require remediation, not approve subsequent supplements, may withdraw approval or may suspend the manufacturing operations. If the manufacturing operations of any of the suppliers for our Products or product candidates are suspended, we may be unable to generate sufficient quantities of commercial or clinical supplies of such products to meet market demand or satisfy clinical trial needs, which would harm our business. In addition, if delivery of material from our suppliers were interrupted for any reason, we might be unable to ship our Products for commercial supply or to supply our products in development for clinical trials. Significant and costly delays can occur if the qualification of a new supplier is required. We are also subject to a variety of federal, state, local, and foreign environmental, health and safety, and other laws and regulations that may affect our research, development and production efforts. We are subject to stringent and changing obligations related to data privacy and security. Our actual or perceived failure to comply with such obligations could lead to regulatory investigations or actions, litigation, fines and penalties, disruptions of our business operations, reputational harm, loss of revenue or profits, loss of customers or sales and other adverse business consequences. We process personal data and other sensitive data ~~(including health data we collect through our Fintech Platform and about trial participants in connection with clinical trials)~~ ; proprietary and confidential business data; trade secrets; intellectual property; and sensitive third- party data. Our data processing activities ~~, including our activities related to the Fintech Platform,~~ subject us to numerous data privacy and security obligations, such as various laws, regulations, guidance, industry standards, external and internal privacy and security policies, contractual requirements, and other obligations that govern the processing of personal data by us and on our behalf. We are subject to state, federal and foreign laws relating to data privacy and security in the conduct of our business, including state breach notification laws, HIPAA, as amended by HITECH, ~~GDPR, UK GDPR,~~ CCPA, and the TCPA, among others. These laws affect how we collect ~~and~~ **,** use **and otherwise process** data of our employees, consultants, customers **, consumers** and other parties. These laws, as well as similar laws being enacted by other states and countries, impose substantial requirements that involve the expenditure of significant resources and the investment of significant time and effort to comply. **Our failure to comply with these laws or prevent security breaches of such data could result in significant liability under applicable laws, cause disruption to our business, harm our reputation and have a material adverse effect on our business.** We also rely on third parties to host or otherwise process some of this data. In some instances, these third parties have experienced failures to protect data privacy. Any failure by a third party to prevent security breaches could have adverse consequences for us. ~~Our failure to comply with these laws or prevent security breaches of such data could result in significant liability under applicable laws, cause disruption to our business, harm our reputation and have a material adverse effect on our business. We are also subject to the PCI DSS in connection with our Fintech Platform. The PCI DSS requires companies to adopt certain measures to ensure the security of cardholder information, including using and maintaining firewalls, adopting proper password protections for certain devices and software, and restricting data access. Our operations related to the Fintech Platform are contractually required to maintain compliance with current PCI DSS as part of our information security program and to undergo periodic PCI DSS audits undertaken by third party auditors. Failure to comply with the PCI DSS obligations or the contractual obligations of the Fintech Platform, including timely and sufficient mitigation of any findings from a PCI Audit, could also result in the termination of OPUL ®' s status as a registered PayFac, thereby dramatically impairing our ability to continue doing business in the payments industry, or we could be liable to the payment card issuing banks for their costs of issuing new cards and related expenses.~~ We may also be bound by contractual obligations related to data privacy and security, **which limit our ability to use and disclose information provided to us,** and our efforts to comply with such obligations may not be successful. For example, certain privacy laws, such as ~~the GDPR and~~ the CCPA, require our customers to impose specific contractual restrictions on their service providers. Additionally, some of our customer contracts may require us to host personal data locally. We may publish privacy policies, marketing materials and other statements, such as compliance with certain certifications or self- regulatory principles, regarding data privacy and security. If these policies, materials or statements are found to be deficient, lacking in transparency, deceptive, unfair, or misrepresentative of our practices, we may be subject to investigation, enforcement actions by regulators or other adverse consequences. ~~Applicable data privacy and security obligations may require us to notify relevant stakeholders of security incidents. Such disclosures are costly, and the disclosures or the failure to comply with such requirements could lead to adverse consequences. If we (or a third party upon whom we rely) experience a security incident or are perceived to have experienced a security incident, we may experience adverse consequences. These consequences may include: government enforcement actions (for example, investigations, fines, penalties, audits, and inspections); additional reporting requirements and / or oversight; restrictions on processing data (including personal~~

~~data); litigation (including class claims); indemnification obligations; negative publicity; reputational harm; monetary expenditures; interruptions in our operations (including availability of data); financial loss; and other similar harms. Security incidents and attendant consequences may cause delays in the development of our product candidates, cause customers to stop using our Products or Services, deter new customers from using our Products or Services, and negatively impact our ability to grow and operate our business.~~ Our obligations related to data privacy and security are quickly changing, becoming increasingly stringent, and creating uncertainty as to the ~~effective~~ **applicable** future legal ~~framework~~ **frameworks** . Additionally, these obligations may be subject to differing applications and interpretations, which may be inconsistent or in conflict among jurisdictions. Preparing for and complying with these obligations requires us to devote significant resources (including, without limitation, financial and time- related resources). These obligations may necessitate changes to our ~~Fintech Platform,~~ information technologies, systems, and practices and to those of any third parties that process personal data on our behalf. In addition, these obligations may require us to change our business model. Although we endeavor to comply with all applicable data privacy and security obligations, we may at times fail (or be perceived to have failed) to do so. **In addition,** ~~Despite~~ **despite** our efforts, our personnel or third parties upon whom we rely may fail to comply with such obligations ~~, which could negatively impact our business operations and compliance posture. For example, any failure by a third- party processor to comply with applicable law, regulations, or contractual obligations could result in adverse effects, including inability to operate our business and proceedings against us by governmental entities or others. Moreover, clinical trial subjects about whom we or our potential collaborators obtain information, as well as the third- party providers (such as contract research organizations) who share this information with us, may contractually limit our ability to use and disclose the information~~ . If we or the third parties on which we rely fail, or are perceived to have failed, to address or comply with data privacy and security obligations, we could face significant consequences, including, but not limited to, government enforcement actions (e. g., investigations, fines, penalties, audits, inspections, and similar); litigation (including class **action** - related claims); additional reporting requirements and / or oversight; bans on processing personal data; and orders to destroy or not use personal data. Any of these events could have a material adverse effect on our reputation, business, or financial condition, including but not limited to: loss of customers; interruptions or stoppages in our business operations ~~(including our clinical trials)~~ ; inability to process personal data or to operate in certain jurisdictions; limited ability to develop or commercialize our product candidates; expenditure of time and resources to defend any claim or inquiry; adverse publicity; or revision or restructuring of our operations. If we fail to obtain regulatory approvals in foreign jurisdictions for DAXXIFY ®, or any future product candidates, including an onabotulinumtoxinA biosimilar, we will be unable to market our products outside of the U. S. In addition to regulations in the U. S., we will be subject to a variety of foreign regulations governing manufacturing, clinical trials, commercial sales and distribution of our products. Whether or not we obtain FDA approval for a product candidate, we must obtain approval of the product by the comparable regulatory authorities of foreign countries before commencing clinical trials or marketing in those countries. The approval procedures vary among countries and can involve additional clinical testing, or the time required to obtain approval may differ from that required to obtain FDA approval. Clinical trials conducted in one country may not be accepted by regulatory authorities in other countries. Approval by the FDA does not ensure approval by regulatory authorities in other countries, and approval by one or more foreign regulatory authorities does not ensure approval by regulatory authorities in other foreign countries or by the FDA. The foreign regulatory approval process may include all of the risks associated with obtaining FDA approval. We may not be able to file for regulatory approvals or to do so on a timely basis, and even if we do file, we may not receive the necessary approvals to commercialize our products in geographies outside of the U. S. Further, interruption or delays in the operations of applicable foreign regulatory agencies may affect the review and approval timelines of such agencies for DAXXIFY ®, an onabotulinumtoxinA biosimilar, or **the RHA ® Pipeline** ~~any future hyaluronic acid filler products~~ **Products** ~~developed pursuant to the Teoxane Agreement~~ or any future product candidates. ~~Our~~ **Legislative and regulatory healthcare reform may adversely affect our business. From time to time, legislation is drafted that could significantly change the statutory provisions governing the regulatory clearance or approval, manufacture, and marketing of regulated** ~~Products~~ **products or the reimbursement thereof. In the United States , the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (the " MMA ") changed the way Medicare covers and pays for pharmaceutical products. The legislation established Medicare Part D, which expanded Medicare coverage for outpatient prescription drug purchases by the elderly but provided authority for limiting the number of drugs that will be covered in any therapeutic class. The MMA also introduced a new reimbursement methodology based on average sales prices for physician- administered drugs. Any negotiated prices for our products covered by a Part D prescription drug plan will likely be lower than the prices we might otherwise obtain. Moreover, while the MMA applies only to drug benefits for Medicare beneficiaries, private payors often follow Medicare coverage policy and payment limitations in setting their own payment rates. Any reduction in payment that results from the MMA may result in a similar reduction in payments from non- governmental payors. In March 2010, the ACA became law in the United States. Among other things, the purpose of the ACA was to reduce the cost of healthcare and substantially change the way healthcare is financed by both governmental and private insurers. The ACA requires discounts under the Medicare drug benefit program and increased the rebates paid by pharmaceutical companies on drugs covered by Medicaid. The ACA also imposes** an ~~onabotulinumtoxinA biosimilar~~ **annual fee, which increases each year, on sales by branded pharmaceutical manufacturers. The ACA has been challenged repeatedly in court, and its future may be uncertain. If the ACA is ultimately overturned or repealed, the effect on** ~~or~~ **our business** ~~any other product candidates, may cause or contribute to adverse medical events that we are required to report to regulatory agencies and if we fail to do so, we~~ could be **material. In August 2022, the current administration signed the IRA into law, which among other things, (1) directs U. S. Department of Health and Human Services to negotiate the price of certain single- source drugs and biologics covered under Medicare, and (2) imposes rebates under Medicare Part B and Medicare Part D to penalize price increases that**

outpace inflation. These provisions will take effect progressively starting in fiscal year 2023, although they may be subject to ~~sanctions~~ **legal challenges. As of August 29, 2023, CMS announced its selection of the first 10 drugs covered under Medicare Part D set for negotiation. CMS will publish any agreed- upon negotiated prices for the selected drugs by September 1, 2024; those prices will come into effect starting January 1, 2026. In future years, CMS will select for negotiation up to 15 more drugs covered under Part D for 2027, up to 15 more drugs for 2028 (including drugs covered under Part B and Part D), and up to 20 more drugs for each year after** that ~~would materially harm~~ **, as outlined in the IRA. The United States and several other jurisdictions are considering,** ~~our~~ **or** ~~business. As we continue commercialization~~ **have already enacted, a number** of **legislative and regulatory proposals to change** ~~the~~ **their** ~~RHA ® Collection of dermal fillers~~ **healthcare systems in ways that could affect our ability to sell our products profitably. Among policy makers** and **payors in the United States and elsewhere, there is significant interest in promoting changes in healthcare systems with the stated goals of containing healthcare costs, improving quality and / or expanding access to healthcare. In the United States, the pharmaceutical industry has been a particular focus of these efforts and has been significantly affected by major legislative** ~~initiate~~ **initiatives** ~~commercialization~~ **. We expect to experience pricing pressures in connection with the sale** of DAXXIFY ® ~~,~~ **and** ~~or~~ **our** ~~any~~ **other** future approved products, ~~including~~ **if** ~~an~~ **any** ~~onabotulinumtoxinA biosimilar~~ **, due to the trend toward managed healthcare, the increasing influence of health maintenance organizations and additional legislative proposals. Pricing pressures recently experienced by the pharmaceutical industry may be further exacerbated by legislative and policy changes proposed or considered by the executive branch and the United States Congress. We cannot predict the success or impact of any such current or future federal or state legislative efforts. In addition, regulations and guidance are often revised or reinterpreted by** the FDA and ~~foreign~~ **other** regulatory ~~agency~~ **authorities in ways that may significantly affect our business and our products. Any new** regulations ~~require that we report certain information about adverse medical events if those products may not have caused or contributed to those adverse events. The timing of our~~ **or revisions** ~~obligation to report would be triggered by the date we become aware of the adverse event as well as the nature of the event. We may fail to report adverse events we become aware of within the prescribed timeframe. We may also fail to appreciate that we have become aware of a reportable adverse event, especially if it is not reported to us as an adverse event or if it is an adverse event that is unexpected or removed in time from the use of our~~ **or reinterpretations** ~~products. If we fail to comply with our reporting obligations, we may be subjected to various sanctions or other actions or outcomes described above. Failure to properly consider adverse event information may also lead us to delay use evaluations and potential labeling updates, which could lead to the initiation~~ of **existing regulations** ~~tort litigation for failure to warn. We~~ may **impose** ~~in the future be subject to various U. S. federal and state laws pertaining to healthcare fraud and abuse, including anti- kickback, self- referral, false claims and fraud laws, and any violations by us of such laws could result in fines or other penalties. While our Products subject us to various U. S. federal and state laws intended to prevent healthcare fraud and abuse, in the future, we may become subject to~~ additional **costs** ~~laws in connection with the use of these Products for~~ **or** ~~treatment~~ **lengthen review times** of ~~therapeutic indications or~~ any future product candidates. **Such changes could, among other things, require changes to manufacturing or marketing methods, changes to product labeling or promotional materials, recall, replacement, or discontinuance of one or more of our products; and additional recordkeeping. Each of these would likely entail substantial time and cost and could materially harm our business and our financial results. If we market products in a manner that violates healthcare fraud and abuse laws, or if we violate government price reporting or physician payment disclosure laws, we may be subject to civil or criminal penalties. In addition to FDA restrictions on the marketing of pharmaceutical products, several other types of state and federal healthcare laws, commonly referred to as " fraud and abuse " laws, have been applied in recent years to restrict certain marketing practices in the pharmaceutical industry. These laws include false claims and anti- kickback statutes. It is possible that some of our business activities could be subject to challenge under one or more of these laws. Federal false claims laws generally prohibit anyone from knowingly and willingly presenting, or causing to be presented, any claims for the payment for goods (including drugs) or services to third- party payors (including Medicare and Medicaid) that are false or fraudulent.** The federal **civil monetary penalties statute, likewise, imposes penalties against any person or entity that, among other things, is determined to have presented or caused to be presented a claim to a federal health program that the person knows or should know is for an item or service that was not provided as claimed or is false or fraudulent. The FCA has been used to prosecute persons submitting claims for payment that are inaccurate or fraudulent, for services not provided as claimed, or for services that are not medically necessary. The FCA includes a whistleblower provision that allows individuals to bring actions on behalf of the federal government and share a portion of the recovery of successful claims. The federal healthcare program** anti- kickback statute prohibits **, among** ~~the~~ **other things, knowingly and willfully** ~~offer~~ **offering** , ~~receipt~~ **paying** , **soliciting** or **receiving** ~~payment of~~ remuneration ~~in exchange~~ **to generate business, including the purchase** ~~for~~ **or prescription** ~~or to induce the referral~~ of **a particular** ~~patients or the use of products~~ **product covered** ~~or services that would be paid for in whole or part~~ by Medicare, Medicaid or other ~~federal~~ **federally financed** healthcare programs. ~~Remuneration~~ **This statute** has been **interpreted** ~~broadly defined~~ to **apply to arrangements between pharmaceutical manufacturers on the one** ~~include anything of value, including cash, improper discounts, and~~ **hand** ~~free~~ **and prescribers, purchasers or formulary managers on the other. Although there are several statutory exemptions and regulatory safe harbors protecting certain common activities from prosecution, the exemptions and safe harbors are drawn narrowly, and practices that involve remuneration intended to induce prescribing, purchasing or recommending may be subject to scrutiny if they do not qualify** ~~or~~ **for** ~~reduced price items and~~ **an** ~~services~~ **exemption or safe harbor. In addition, such exemptions and safe harbors are subject to change from time to time** . Additionally, the intent standard under the federal Anti- Kickback Statute does not require that a person or entity have actual knowledge of the statute or a specific intent to violate it in order to have committed a violation. Further, the ACA codified case law that a claim ~~including~~ **submitted for**

reimbursement that includes items or services resulting from ~~a violation of~~ **an arrangement that violates** the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the FCA. Many states have similar laws that apply to their state healthcare programs as well as private payors. ~~The~~ **HIPAA created additional** federal **criminal statutes** ~~false claims and civil monetary penalties laws, including the FCA impose liability on persons who, among other things, present or cause to be presented false or fraudulent claims for payment by a federal healthcare program. The FCA has been used to prosecute persons submitting claims for payment~~ that **prohibit** ~~are inaccurate or fraudulent, for services not provided as claimed, or for services that are not medically necessary. The FCA includes a whistleblower provision that allows individuals to bring actions on behalf of the federal government and share a portion of the recovery of successful claims. HIPAA imposes criminal and civil liability for~~ , among other things, knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program, or **obtain, by means of false or fraudulent pretenses, or promises, any of the money or property owned by, or under the custody or control of, any healthcare benefit program, regardless of the payor (e. g., public or private) and** knowingly and willfully falsifying, concealing or covering up **by any trick or device** a material fact or making any materially false statement, in connection with the delivery of, or payment for, healthcare benefits, items or services. ~~Similar~~ **In addition, the federal transparency requirements under the Physician Payments Sunshine Act require certain manufacturers of drugs, including us, for which payment is available under certain federal healthcare programs annually** to **report information related to payments and other transfers of value to physicians and teaching hospitals, and physician ownership and investment interests. In addition, several states now require prescription drug companies to report expenses relating to the marketing and promotion of drug products. Further,** the U. S. **Foreign Corrupt Practices Act and similar worldwide anti- bribery laws generally prohibit companies and their intermediaries from making improper payments to non- U. S. officials for the purpose of obtaining or retaining business. We cannot assure you that our internal control policies and procedures will protect us from reckless or negligent acts committed by our employees, future distributors, partners, collaborators or agents. Violations of these laws, or allegations of such violations, could result in fines, penalties or prosecution and have a negative impact on our business, results of operations and reputation. Finally, we may offer discounted pricing or rebates on DAXXIFY ® and our future approved products, if any, under various** federal **and state healthcare programs, and report specific prices to government agencies under healthcare programs. The calculations necessary to determine the prices reported are complex and the failure to report prices accurately may expose us to significant penalties. There are state law equivalents of these laws and regulations, such as** ~~Anti~~ **anti** - ~~Kickback~~ **kickback** ~~Statute~~ , **false claims and transparency laws,** ~~a person or entity does not need~~ to ~~have actual knowledge of the statute~~ **which we are currently and /** or **may** ~~specific intent to violate it~~ in **the future be subject** ~~order to have committed a violation~~ . We may also be subject to ~~analogous state laws and regulations, including: state anti- kickback and false claims laws,~~ state laws that require **manufacturers** ~~pharmaceutical companies~~ to **report information related to** ~~comply with the pharmaceutical industry' s voluntary compliance guidelines and the relevant compliance guidance promulgated by the U. S. federal government, or otherwise restrict~~ payments ~~that may be made~~ **and other transfers of value** to **physicians and other** healthcare providers ~~and~~ **or marketing expenditures. Many of these laws differ from each** other ~~potential referral sources~~ **in significant ways** , **thus increasing** ~~state laws and regulations that require drug manufacturers to file reports relating to pricing and marketing information, which requires tracking gifts and other~~ -- **the** ~~remuneration~~ **cost** and ~~items~~ **complexity** of ~~value provided to healthcare professionals and entities, and state and local laws that require the registration of~~ our **compliance efforts** ~~pharmaceutical sales representatives~~ . State and federal authorities, in addition to whistleblowers, have aggressively targeted pharmaceutical manufacturers for alleged violations of these anti- fraud statutes for a range of activities, such as those based on improper research or consulting contracts with physicians and other healthcare professionals, certain marketing arrangements that rely on volume- based pricing, off- label marketing schemes, inappropriate billing and other improper promotional practices. **A number of pharmaceutical and other healthcare companies have been prosecuted under these laws for a variety of promotional and marketing activities, including providing free trips, free goods, sham consulting fees and grants and other monetary benefits to prescribers; reporting inflated average wholesale prices that were then used by federal programs to set reimbursement rates; engaging in improper promotional activities; and submitting inflated best price information to the Medicaid Drug Rebate Program to reduce liability for Medicaid rebates.** Companies targeted in such prosecutions have paid substantial fines in the hundreds of millions of dollars or more, have been forced to implement extensive corrective action plans, and have often become subject to consent decrees severely restricting the manner in which they conduct business. Further, defending against any such actions can be costly, time- consuming and may require significant financial and personnel resources. If we ~~become the target of such an investigation or prosecution based on our~~ - **or** ~~activities such as contractual relationships with providers or~~ **our operations are found to be in violation of** ~~institutions, or our marketing and promotional practices, including~~ any ~~Fintech Platform rewards programs~~ **of the laws described above or any other governmental regulations that apply to us** , we ~~could~~ **may** be subject to **penalties, including criminal and** significant civil **penalties** ~~, criminal, and administrative sanctions~~ , damages, ~~disgorgement, monetary~~ fines, ~~possible~~ **imprisonment,** exclusion **of products** from ~~participation in~~ **reimbursement under United States** federal **or state** healthcare programs, ~~imprisonment, additional reporting requirements,~~ and ~~/~~ **the curtailment or restructuring of** ~~or~~ **our** ~~oversight~~ **operations. Any penalties, damages, fines, curtailment or restructuring of our operations could materially and adversely affect our ability to operate our business and our financial results. Although compliance programs can mitigate the risk of investigation and prosecution for violations of these laws, the risks cannot be entirely eliminated. Any action against us for violation of these laws, even** if we ~~become subject~~ **successfully defend against it, could cause us** to ~~a corporate integrity agreement~~ **incur significant legal expenses and divert** ~~or~~ **our** ~~similar agreement to resolve allegations~~ **management' s attention from the operation** of ~~non-~~ **our business. Moreover, achieving and sustaining** compliance with these laws **may prove costly. Our Products and any future approved products may cause or contribute to adverse medical events that we**

are required to report to regulatory agencies and if we fail to do so , ~~contractual damages, reputational~~ **we could be subject to sanctions that would materially** harm ~~, diminished profits and future earnings, and curtailment or restructuring of our operations, any of which could adversely affect our ability to operate~~ our business ~~and our results of operations~~ . **As** ~~Even if~~ we **continue commercialization of** ~~are successful in defending against any such actions that may be brought against us, our business may be impaired. The U. S. Foreign Corrupt Practices Act and similar worldwide anti- bribery laws generally prohibit companies and their~~ -- **the RHA ® Collection** ~~intermediaries from making improper payments to non- U. S. officials for the purpose~~ of **dermal fillers** ~~obtaining or retaining business. We cannot assure you that our internal control policies~~ and ~~procedures will protect us from reckless or negligent acts committed by our employees, future distributors, partners, collaborators or agents. Violations of these laws, or allegations of such violations, could result in fines, penalties or prosecution and have a negative impact on our business, results of operations and reputation. Legislative or regulatory healthcare reforms in the U. S. may make it more difficult and costly for us to maintain or obtain regulatory clearance or approval of~~ DAXXIFY ®, **or if we commercialize any future approved products, including** an onabotulinumtoxinA biosimilar, **the FDA** ~~or any future product candidates~~ and ~~to produce, market, and distribute such~~ **foreign regulatory agency regulations require that we report certain information about adverse medical events if those** products **may not have caused or contributed to those adverse events. The timing of our obligation to report would be triggered by the date we become aware of the adverse event as well as the nature of the event. We may fail to report adverse events we become aware of within the prescribed timeframe. We may also fail to appreciate that we have become aware of a reportable adverse event, especially** if **it** ~~clearance or approval~~ is ~~obtained. From~~ **not reported to us as an adverse event or if it is an adverse event that is unexpected or removed in** time **from** ~~to time, legislation is drafted that could significantly change~~ the **use of** ~~statutory provisions governing the regulatory clearance or~~ **our** ~~approval, manufacture, and marketing of regulated~~ products ~~or the reimbursement thereof~~ . **If we fail** ~~In addition, regulations and guidance are often revised or reinterpreted by the FDA and other regulatory authorities in ways that may significantly affect our business and our products. Any new regulations or revisions or reinterpretations of existing regulations may impose additional costs or lengthen review times of any future product candidates. Such changes could, among other things, require changes~~ to ~~manufacturing or marketing methods, changes to product labeling or promotional materials, recall, replacement, or discontinuance of one or more of our products; and additional recordkeeping. Each of these would likely entail substantial time and cost and could materially harm our business and our financial results. In addition, delays in receipt of or failure to receive regulatory clearances or approvals for any future products would harm our business, financial condition and results of operations. Our failure to maintain licenses and other authorizations to enable us to distribute and sell our Products or~~ comply with ~~such licensing requirements could result in fines~~ **our reporting obligations, we may be subjected to various sanctions** or other ~~penalties. As the manufacturer of DAXXIFY ® and the distributor of Teoxane' s RHA ® Collection of dermal fillers, we are required to maintain certain licenses, registrations, permits, authorizations, approvals or other types of state and local permissions in order to comply with various regulations regarding the distribution of drugs and medical devices and must cooperate with Teoxane in the event of any medical device reports (adverse events) or product recalls. Satisfaction of regulatory requirements may require lengthy time and the expenditure of substantial resources. Failure to comply with such regulatory requirements can result in enforcement~~ actions **or outcomes** ~~, and the types of penalties~~ described above. **Failure** ~~U. S. federal and state licensing laws are evolving presently due~~ to ~~the Drug Supply Chain Security Act~~ **properly consider adverse event information may also lead us to delay use evaluations and potential labeling updates** , which **could lead** ~~also will have an effect in practice on medical device licensure. Failure~~ to ~~maintain state regulatory approval will also prevent distribution of Products where such approval is necessary and will limit our ability to generate revenue. As we have limited prior experience in the distribution of medical devices and pharmaceutical products, we cannot be certain that the compliance infrastructure we have built will be sufficient to continue to support these~~ -- **the initiation of tort litigation for** ~~activities. The Fintech Platform is subject to extensive regulation and industry compliance requirements associated with operating as a PayFac, and its~~ failure to **warn** ~~comply with such regulation and requirements could negatively impact our business. The Services offered by the Fintech Platform are subject to legal, regulatory, and card brand requirements, including those regarding anti- money laundering, sanctions, fraud, and consumer financial protection. All Fintech Platform operations are conducted by certain Revance employees, and, as a result, those employees and the operations of Revance as it relates to the Fintech Platform will be subject to these regulations and requirements. Noncompliance with applicable laws and regulations could result in: civil or criminal penalties that could increase our expenses and adversely impact our business operations; the termination of the Fintech Platform' s key supplier agreements, such as its Payment Facilitator Agreement; assessment of significant fines or monetary penalties; damage to our brand and reputation; loss of Fintech Platform customers, and poor financial performance. In addition, changes in applicable laws and regulations or changes in interpretations and enforcement practices may in turn require increased operating costs or capital expenditures to implement operational changes. Unforeseen regulatory changes may also limit our ability to offer certain services or features, or impact the competitiveness of the Services offered by the Fintech Platform. If we are no longer able to offer the full suite of our Services or expand our Services to appeal to a larger consumer base, the Fintech Platform brand and reputation may be harmed, customer retention and procurement may be negatively impacted, we may not achieve the anticipated benefits of the HintMD Acquisition~~ . Risks Related to Our Indebtedness Our level of indebtedness and debt service obligations could adversely affect our financial condition, and may make it more difficult for us to fund our operations. Under the Note Purchase Agreement, drawdowns are available in three tranches, subject to certain terms and conditions, including, with respect to the Third Tranche, the achievement of greater than or equal to $ 50 million in trailing twelve months revenue for DAXXIFY ® preceding the date of the draw request for the Third Tranche and prior approval from Athyrium. **To date** ~~Concurrently with the closing of the Note Purchase Agreement~~ , we **have** borrowed the full $ 100. 0 million of the First Tranche **and the full $ 50** . ~~If~~ **0 million of the Second Tranche. However, if** we do not achieve the specified conditions and milestones, we will not be eligible to draw funds under ~~the Second Tranche and~~ the Third Tranche of the Note

Purchase Agreement, and we may need to obtain additional or alternative financing to advance our research and development efforts, our regulatory approvals, our commercialization efforts and other aspects of our business plan. Such additional or alternative financing may not be available on attractive terms, if at all, and could be more costly for us to obtain. The Note Purchase Agreement may also limit our ability to raise capital, including our ability to sell or license intellectual property. In addition, before we **can draw** ~~would consider drawing~~ down ~~the Second Tranche and~~ the Third Tranche of the Note Purchase Agreement, if available, we must first satisfy ourselves that we will have access to sufficient cash flow from operations and / or future alternate sources of capital, in order to repay any additional principal borrowed, which we may be unable to do, in which case, our liquidity and ability to fund our operations may be substantially impaired. All obligations under the Note Purchase Agreement are secured by substantially all of our existing property and assets. This indebtedness may create additional financing risk for us, particularly if our business or prevailing financial market conditions are not conducive to paying off or refinancing the outstanding debt obligations at maturity. If we are able to drawdown any of ~~the Second Tranche and~~ the Third Tranche, our indebtedness will increase, which would further increase our risk of being unable to pay off or refinance our outstanding debt obligations at maturity. Our indebtedness could also have important negative consequences, including: • we will need to repay the indebtedness by making payments of interest and principal, which will reduce the amount of cash available to finance our operations, our research and development efforts, our regulatory approvals, our commercialization efforts and other aspects of our business plan; • our failure to comply with the obligations of our affirmative and restrictive covenants in the Note Purchase Agreement could result in an event of default that, if not cured or waived, would accelerate our obligation to repay this indebtedness, and Athyrium could seek to enforce its security interest in the assets securing such indebtedness; • limit our flexibility to plan for, or react to, changes in our business and industry, or our ability to take specified actions to take advantage of certain business opportunities that may be presented to us; • expose us to the risk of increased interest rates, as our obligations under the Note Purchase Agreement are at variable rates of interest; • place us at a competitive disadvantage; and • increase our vulnerability to the impact of adverse economic and industry conditions. To the extent additional debt is added to our current debt levels, the risks described above could increase. The terms of the Note Purchase Agreement place restrictions on our operating and financial flexibility, and if we fail to comply with these restrictions, our business, business prospects, results of operations and financial condition may be adversely affected. The Note Purchase Agreement imposes operating and other restrictions on us. Such restrictions will affect, and in many respects limit or prohibit, our ability and the ability of any future subsidiaries to, among other things: • dispose of certain assets; • sell, transfer or exclusively license certain assets, including material intellectual property and capital stock of certain subsidiaries; • change our line of business; • engage in mergers, acquisitions or consolidations; • incur additional indebtedness; • prepay, redeem or repurchase certain debt; • create liens on assets; • engage in certain transactions with affiliates; • pay dividends and make contributions or repurchase our capital stock; and • make certain loans and investments. The Note Purchase Agreement also contains financial covenants requiring us to (i) maintain at least $ 30. 0 million of unrestricted cash and cash equivalents in accounts subject to a control agreement in favor of Athyrium at all times and (ii) upon the occurrence of certain specified events set forth in the Note Purchase Agreement, achieve at least $ 70. 0 million of Consolidated Teoxane Distribution Net Product Sales on a trailing twelve months basis. As a result of these restrictions, we may be limited in how we conduct our business; unable to raise additional debt or equity financing to operate as needed; or unable to compete effectively, take advantage of new business opportunities or grow in accordance with our plans. The breach of any of these restrictive covenants or any other terms of the Note Purchase Agreement could result in a default under the Note Purchase Agreement, which would allow Athyrium to accelerate our obligation to repay our indebtedness under the Note Purchase Agreement, and result in a cross- acceleration or cross- default with our convertible notes or other indebtedness. In addition, an event of default may prevent us from drawing funds under the ~~Second Tranche and the~~ Third Tranche of the Note Purchase Agreement and may result in an increased interest rate for all amounts outstanding under the Note Purchase Agreement. Furthermore, if we are unable to repay the amounts due and payable under the Note Purchase Agreement, Athyrium could also exercise its rights to take possession and dispose of the collateral securing the Note Purchase Agreement, which collateral includes substantially all of our property. The occurrence of any of the aforementioned events could have a material adverse effect on our business, business prospects, results of operations and financial condition. We may not have cash available in an amount sufficient to enable us to make interest or principal payments on our indebtedness when due. All principal under the Note Purchase Agreement is repayable upon the Maturity Date. **And, pursuant to the First Amendment, the Company is required to repay Athyrium the outstanding principal amount of the Second Tranche notes based on a principal amortization schedule. In addition,** ~~Upon~~ **upon** the occurrence of an Amortization Trigger, we are required to repay the principal of ~~the Second Tranche and~~ the Third Tranche in equal monthly installments beginning on the last day of the month in which the Amortization Trigger occurred and continuing through the Maturity Date. Our ability to make scheduled payments on or to refinance our indebtedness depends on our future performance and ability to raise additional sources of cash, which is subject to economic, financial, market, competitive, regulatory and other factors beyond our control. If we are unable to generate sufficient cash to service our debt, we may be required to adopt one or more alternatives, such as selling assets, restructuring our debt or obtaining additional equity capital on terms that may be onerous or highly dilutive, to the extent permitted by the Note Purchase Agreement. If we desire to refinance our indebtedness, our ability to do so will depend on the capital and lending markets and our financial condition at such time. We may not be able to engage in any of these activities or engage in these activities on desirable terms, which could result in a default on our debt obligations. Failure to satisfy our current and future obligations under the Note Purchase Agreement could result in an event of default. In addition, the Note Purchase Agreement includes customary affirmative and negative covenants and other events of default, the occurrence and continuance of which provide Athyrium with the right to demand immediate repayment of all principal and unpaid interest under the Note Purchase Agreement, and to exercise remedies against us and the collateral securing the Note Purchase Agreement. These events of default include, among other things: • insolvency, liquidation, bankruptcy or

similar events; • failure to observe any covenant or secured obligation under the Note Purchase Agreement, subject to a cure period for some covenants and obligations; • occurrence of an event that could reasonably be expected to have a material adverse effect; • material misrepresentations; • occurrence of any default under any other agreement involving indebtedness in excess of specified amounts, or the occurrence of a default under any agreement that could reasonably be expected to have a material adverse effect on us; • certain judgments being entered against us or any portion of our assets are attached or seized; and • certain governmental and regulatory actions. In the event of default, Athyrium could accelerate all of the amounts due under the Note Purchase Agreement. Under such circumstances, we may not have enough available cash or be able to raise additional funds through equity or debt financings or other strategic transactions to repay such indebtedness at the time of such acceleration, which would adversely affect the market price of our common stock and our ability to continue operations. Athyrium could also exercise other rights as discussed above in " — We may not have cash available in an amount sufficient to enable us to make interest or principal payments on our indebtedness when due. " Our business, business prospects, results of operations and financial condition could be materially adversely affected as a result of any of these events. Servicing our debt requires a significant amount of cash, and we may not have sufficient cash flow from our business to pay our substantial debt. Our ability to make scheduled payments of the principal of, to pay interest on or to refinance our indebtedness, including the 2027 Notes and Notes Payable, depends on our future performance, which is subject to economic, financial, competitive and other factors beyond our control, including global macroeconomic effects of the COVID- 19 pandemic. Our business may not continue to generate cash flow from operations in the future sufficient to service our debt and make necessary capital expenditures. If we are unable to generate such cash flow, we may be required to adopt one or more alternatives, such as selling assets, restructuring debt or obtaining additional equity capital on terms that may be onerous or highly dilutive. Our ability to refinance our indebtedness will depend on the capital markets and our financial condition at such time. We may not be able to engage in any of these activities or engage in these activities on desirable terms, which could result in a default on our debt obligations. We may not have the ability to raise the funds necessary to settle conversions of the 2027 Notes in cash or to repurchase the 2027 Notes upon a fundamental change, and our future debt may contain limitations on our ability to pay cash upon conversion or repurchase of the 2027 Notes. Holders of the 2027 Notes will have the right to require us to repurchase all or a portion of their 2027 Notes upon the occurrence of a fundamental change (as defined in the ~~indenture~~ **Indenture** for the 2027 Notes) at a fundamental change repurchase price equal to 100 % of the principal amount of the 2027 Notes to be repurchased, plus accrued and unpaid interest, if any. In addition, upon conversion of the 2027 Notes, unless we elect to deliver solely shares of our common stock to settle such conversion (other than paying cash in lieu of delivering any fractional share), we will be required to make cash payments in respect of the 2027 Notes being converted. However, we may not have enough available cash or be able to obtain financing at the time we are required to make repurchases of the 2027 Notes surrendered therefor or notes being converted. In addition, our ability to repurchase the 2027 Notes or to pay cash upon conversions of the 2027 Notes may be limited by law, by regulatory authority, by the Note Purchase Agreement or by agreements governing our future indebtedness. Our failure to repurchase the 2027 Notes at a time when the repurchase is required by the ~~indenture~~ **Indenture** or to pay any cash payable on future conversions of the 2027 Notes as required by the ~~indenture~~ **Indenture** would constitute a default under the ~~indenture~~ **Indenture** . A default under the ~~indenture~~ **Indenture** or the fundamental change itself could also lead to a default under agreements governing our future indebtedness. If the repayment of the related indebtedness were to be accelerated after any applicable notice or grace periods, we may not have sufficient funds to repay the indebtedness and repurchase the 2027 Notes or make cash payments upon conversions thereof. The conditional conversion feature of the 2027 Notes, if triggered, may adversely affect our financial condition and operating results. In the event the conditional conversion feature of the 2027 Notes is triggered, holders of 2027 Notes will be entitled to convert the 2027 Notes at any time during specified periods at their option. If one or more holders elect to convert their 2027 Notes, unless we elect to satisfy our conversion obligation by delivering solely shares of our common stock (other than paying cash in lieu of delivering any fractional share), we would be required to settle a portion or all of our conversion obligation through the payment of cash, which could adversely affect our liquidity. In addition, even if holders do not elect to convert their 2027 Notes, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the 2027 Notes as a current rather than long- term liability, which would result in a material reduction of our net working capital. Conversion of the 2027 Notes may dilute the ownership interest of our stockholders or may otherwise depress the price of our common stock. The conversion of some or all of the 2027 Notes may dilute the ownership interests of our stockholders. Upon conversion of the 2027 Notes, we have the option to pay or deliver, as the case may be, cash, shares of our common stock, or a combination of cash and shares of our common stock. If we elect to settle our conversion obligation in shares of our common stock or a combination of cash and shares of our common stock, any sales in the public market of our common stock issuable upon such conversion could adversely affect prevailing market prices of our common stock. In addition, the existence of the 2027 Notes may encourage short selling by market participants because the conversion of the 2027 Notes could be used to satisfy short positions, or anticipated conversion of the 2027 Notes into shares of our common stock could depress the price of our common stock. General Risk Factors The trading price of our common stock is volatile, and purchasers of our common stock could incur substantial losses. The trading price of our common stock is highly volatile and could be subject to wide fluctuations in response to various factors, some of which are beyond our control. For example, the closing price of our common stock from ~~January 1, 2022 to~~ December 31, 2022 **to December 31, 2023** has ranged from a low of $ ~~11~~ **5** . ~~52~~ **81** to a high of $ ~~30~~ **37** . ~~66~~ **61** . The stock markets in general and the markets for pharmaceutical biopharmaceutical and biotechnology stocks in particular have experienced extreme volatility that may have been for reasons that are related or unrelated to the operating performance of the issuer. The market price for our common stock may be influenced by many factors, including: • announcements of regulatory approval or disapproval of DAXXIFY ® in **additional** indications ~~other than glabellar lines~~ , the RHA ® Pipeline Products or any future product candidates; • regulatory or legal actions, developments and guidance in the U. S. and foreign countries, such as the receipt of the CRL related to the BLA for

DAXXIFY ® GL Approval; • our ~~ability to continue as a going concern~~ **success or lack of success in commercializing our Products** ; • **pricing and reimbursement decisions with respect to** ~~our success or lack of success in commercializing~~ our Products; • results from or delays in clinical trials of our product candidates; • introductions and announcements of new products by us, any commercialization partners or our competitors, and the timing of these introductions and announcements; • variations in our financial results or those of companies that are perceived to be similar to us; • changes in the structure of healthcare payment systems; • announcements by us or our competitors of significant acquisitions **, restructuring activities** , licenses, strategic partnerships, joint ventures or capital commitments; • the occurrence of adverse consequences pursuant to our financing arrangements; • market conditions in the pharmaceutical and biotechnology sectors and issuance of securities analysts' reports or recommendations; • quarterly variations in our results of operations or those of our future competitors; • changes in financial estimates or guidance, including our ability to meet our future revenue, operating profit or loss and operating expenses estimates or guidance; • sales of substantial amounts of our stock by insiders and large stockholders, or the expectation that such sales might occur; • general economic, industry and market conditions; • adverse tax laws or regulations enacted or existing laws applied to us or our customers; • additions or departures of key personnel; • intellectual property, product liability or other litigation against us; • unanticipated safety concerns related to the use of our Products or any of our future products; • expiration or termination of our potential relationships with customers and strategic partners; • the occurrence of trade wars or barriers, or the perception that trade wars or barriers will occur; • any buying or selling of shares of our common stock or other hedging transactions in our common stock in connection with the 2027 Notes or the capped call transactions; • widespread public health crises such as the COVID- 19 pandemic; and • other factors described in this " Risk Factors " section. These broad market fluctuations may adversely affect the trading price or liquidity of our common stock, regardless of our actual operating performance. In addition, in the past, stockholders have initiated class actions against pharmaceutical companies, including us, following periods of volatility in their stock prices. Such litigation instituted against us could cause us to incur substantial costs and divert management' s attention and resources. If securities or industry analysts do not publish research or publish unfavorable research about our business, our stock price and trading volume could decline. The trading market for our common stock depends, in part, on the research and reports that securities or industry analysts publish about us or our business. Securities and industry analysts may cease to publish research on our company at any time in their discretion. A lack of research coverage may adversely affect the liquidity and market price of our common stock. We will not have any control of the equity research analysts or the content and opinions included in their reports. The price of our stock could decline if one or more equity research analysts downgrade our stock or issue other unfavorable commentary or research. If one or more equity research analysts ceases coverage of our company, or fails to publish reports on us regularly, demand for our stock could decrease, which in turn could cause our stock price or trading volume to decline. Sales of substantial amounts of our common stock in the public markets, or the perception that such sales might occur, could cause the market price of our common stock to drop significantly, even if our business is doing well. Sales of a substantial number of shares of our common stock in the public market could occur at any time. From January 1, 2022 through May 10, 2022, we sold 1. 7 million shares of common stock under the 2020 ATM Agreement at a weighted average price of $ 18. 71 per share resulting in net proceeds of $ 31. 6 million after sales agent commissions and offering costs. The 2020 ATM Agreement was terminated on May 10, 2022. On May 10, 2022, we entered into the 2022 ATM Agreement with Cowen. Under the 2022 ATM Agreement, we may sell up to $ 150. 0 million of our common stock. As of both December 31, ~~2022~~ **2023** and the filing date of this Report, ~~no~~ **we have sold 3. 2 million of** shares of common stock ~~had been sold~~ under the 2022 ATM Agreement. On September 15, 2022, we completed an underwritten follow- on offering, pursuant to which we issued 9. 2 million shares of common stock at an offering price of $ 25. 00 per share, including the exercise of the underwriters' over- allotment option to purchase 1. 2 million additional shares of common stock, for aggregate net proceeds of $ 215. 9 million, after deducting underwriting discounts, commissions and other offering expenses. If our stockholders sell, or the market perceives that our stockholders intend to sell, substantial amounts of our common stock in the public market, the market price of our common stock could decline significantly ~~. For instance, shares of our common stock that were issued to HintMD stockholders as consideration for the HintMD Acquisition, including those shares issued upon the exercise of outstanding stock options, are freely tradable without restrictions or further registration under the Securities Act, in some cases following the expiration of lock- up agreements entered into between Revance and HintMD directors and members of management and certain HintMD stockholders. If former HintMD stockholders sell substantial amounts of our common stock in the public market, including following the expiration of the lock- up agreements, the market price per share of our common stock may decline. Any sales of securities by stockholders could have a material adverse effect on the trading price of our common stock~~ . Provisions in our corporate charter documents and under Delaware law could discourage takeover attempts and lead to management entrenchment, and the market price of our common stock may be lower as a result. Certain provisions in our amended and restated certificate of incorporation and amended and restated bylaws may make it difficult for a third party to acquire, or attempt to acquire, control of the Company, even if a change in control was considered favorable by you and other stockholders. For example, our board of directors has the authority to issue up to 5, 000, 000 shares of preferred stock. Our board of directors can fix the price, rights, preferences, privileges, and restrictions of the preferred stock without any further vote or action by our stockholders. The issuance of shares of preferred stock may delay or prevent a change in control transaction. As a result, the market price of our common stock and the voting and other rights of our stockholders may be adversely affected. An issuance of shares of preferred stock may result in the loss of voting control to other stockholders. Our charter documents also contain other provisions that could have an anti- takeover effect, including: • only one of our three classes of directors will be elected each year; • no cumulative voting in the election of directors; • the ability of our board of directors to issues shares of preferred stock and determine the price and other terms of those shares, including preferences and voting rights, without stockholder approval; • the exclusive right of our board of directors to elect a director to fill a vacancy or newly created directorship; • stockholders will not be permitted to take actions by written consent; • stockholders cannot call a

special meeting of stockholders; • stockholders must give advance notice to nominate directors or submit proposals for consideration at stockholder meetings; • the ability of our board of directors, by a majority vote, to amend the bylaws; and • the requirement for the affirmative vote of at least 66 2 / 3 percent or more of the outstanding common stock to amend many of the provisions described above. **Also, our amended and restated bylaws provide advance notice procedures for stockholders seeking to bring business before our annual meeting of stockholders or to nominate candidates for election as directors at our annual meeting of stockholders. Our amended and restated bylaws also specify certain requirements regarding the form and content of a stockholder' s notice. In addition, any stockholder nomination must meet the requirements of Rule 14a- 19 (b) under the Exchange Act. These provisions might preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our annual meeting of stockholders if the proper procedures are not followed. We expect that these provisions might also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer' s own slate of directors or otherwise attempting to obtain control of our company.** In addition, we are subject to the anti- takeover provisions of Section 203 of the DGCL, which regulates corporate acquisitions. These provisions could discourage potential acquisition proposals and could delay or prevent a change in control transaction. They could also have the effect of discouraging others from making tender offers for our common stock, including transactions that may be in your best interests. These provisions may also prevent changes in our management or limit the price that certain investors are willing to pay for our stock. Our amended and restated bylaws and amended and restated certificate of incorporation also provide that the Delaware Court of Chancery (or, if the Delaware Court of Chancery does not have jurisdiction, any state court located in Delaware or if all the state courts lack jurisdiction, the federal district court for the District of Delaware) and any appellate court therefrom will be the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law: • any derivative action, suit or proceeding brought on behalf of the Company; • any action, suit or proceeding asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, other employee or stockholder of the Company to the Company or the Company’ s stockholders or any action asserting a claim for aiding and abetting any such breach of fiduciary duty; • any action, suit or proceeding asserting a claim against the Company or any current or former director, officer, or other employee of the Company arising out of or pursuant to, or seeking to enforce any right, obligation or remedy under, or to interpret, apply, or determine the validity of, any provision of the DGCL, the amended and restated certificate of incorporation, or the amended and restated bylaws (as each may be amended from time to time); • any action, suit, or proceeding as to which the DGCL confers jurisdiction on the Delaware Court of Chancery, and • any action, suit or proceeding asserting a claim against the Company or any current or former director, officer, or other employee of the Company governed by the internal- affairs doctrine. This provision would not apply to actions, suits or proceedings brought to enforce a duty or liability created by the Exchange Act, or any other claim for which the federal courts have exclusive jurisdiction. In addition, our amended and restated bylaws provide that, unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any claims arising under the Securities Act. The exclusive forum provisions contained in our amended and restated certificate of incorporation and amended and restated bylaws may limit a stockholder’ s ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees, which may discourage lawsuits against us and our directors, officers and other employees. If a court were to find the exclusive- forum provision in our amended and restated certificate of incorporation or amended and restated bylaws to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could harm our business. Claims for indemnification by our directors and officers may reduce our available funds to satisfy successful third- party claims against us and may reduce the amount of money available to us. Our amended and restated certificate of incorporation and amended and restated bylaws provide that we will indemnify our directors and officers, in each case to the fullest extent permitted by Delaware law. In addition, as permitted by Section 145 of the DGCL, our amended and restated bylaws and our indemnification agreements that we have entered into with our directors and officers provide that: • We will indemnify our directors and officers for serving us in those capacities, or for serving other business enterprises at our request, to the fullest extent permitted by Delaware law. Delaware law provides that a corporation may indemnify such person if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the registrant and, with respect to any criminal proceeding, had no reasonable cause to believe such person’ s conduct was unlawful. • We may, in our discretion, indemnify employees and agents in those circumstances where indemnification is permitted by applicable law. • We are required to advance expenses, as incurred, to our directors and officers in connection with defending a proceeding, except that such directors or officers shall undertake to repay such advances if it is ultimately determined that such person is not entitled to indemnification. • We will not be obligated pursuant to our amended and restated bylaws to indemnify a person with respect to proceedings initiated by that person against us or our other indemnitees, except with respect to proceedings authorized by our board of directors or brought to enforce a right to indemnification. • The rights conferred in our amended and restated bylaws are not exclusive, and we are authorized to enter into indemnification agreements with our directors, officers, employees and agents and to obtain insurance to indemnify such persons. • We may not retroactively amend our amended and restated bylaw provisions to reduce our indemnification obligations to directors, officers, employees and agents. As a result, claims for indemnification by our directors and officers may reduce our available funds to satisfy successful third- party claims against us and may reduce the amount of money available to us. Because we do not anticipate paying any cash dividends on our common stock in the foreseeable future, capital appreciation, if any, will be your sole source of gains. We have not declared or paid cash dividends on our common stock to date. We currently intend to retain our future earnings, if any, to fund the development and growth of our business. In addition, the terms of the Note Purchase Agreement and any future debt agreements may contain similar restrictions. As a result, capital appreciation, if any, of our common stock will be your sole source of gain for the foreseeable future. There is no guarantee that

our common stock will appreciate or even maintain the price at which our stockholders have purchased it and it is possible that you may never receive a return on your investment.