

Fill in this information to identify the case:

Debtor 1 Eiger BioPharmaceuticals, Inc.

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas

Case number 24-80040 (SGJ)

FILED
JUL 08 2024
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

MarketSphere Consulting, LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor MarketSphere Unclaimed Property

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

MarketSphere

Name

14301 FNB Pkwy, Suite 305

Number Street

Omaha

NE

68154

City

State

ZIP Code

Contact phone 402.392.4035

Contact email brian.myers@marketsphere.com

Where should payments to the creditor be sent? (if different)

MarketSphere

Name

PO Box 30123

Number Street

Omaha

NE

68103

City

State

ZIP Code

Contact phone 402.392.4035

Contact email brian.myers@marketsphere.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known) _____

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing? _____



2480040250116000000000003

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0 8 1 5

7. How much is the claim? \$ 962.50 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
Services performed

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

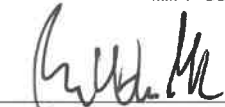
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/27/2024

MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name	Brian W. Myers		
	First name	Middle name	Last name
Title	CFO		
Company	MarketSphere Consulting, LLC		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	14301 FNB Pkwy, Suite 305		
	Number	Street	
	Omaha	NE	68154
	City	State	ZIP Code
Contact phone	402.392.4035		Email brian.myers@marketsphere.com



INVOICE

14301 First National Bank Parkway
Suite 305
Omaha, NE 68154
Phone 402-392-4035

Project: EIG102
PO #:
Invoice #: UP-012721
Invoice Date: 03/31/2024
Terms: Net 30

*This address should be used for correspondence only
For all payments, kindly use remittance instructions below

TO Eiger Biopharmaceutical, Inc.
2155 Park Blvd
Palo Alto, CA 94306
United States

PROJECT NUMBER	PROJECT NAME	ACCOUNT OWNER
EIG102	Eiger - UP Initial Compliance	Luke Sims

EMPLOYEE	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Brian McGill	Consulting Time	1	\$350.00	\$350.00
Luke Sims	Consulting Time	1.75	\$350.00	\$612.50
Subtotal				\$962.50
Total				\$962.50

Comment:

**TO ENSURE TIMELY PROCESSING
PLEASE REMIT PAYMENT TO:**

Lockbox Address for Payment via Check

MarketSphere Consulting, LLC
PO Box 30123
Omaha, NE 68103-1223

Optional Wire Transfer Instructions:

Bank Name:	First National Bank of Omaha
ABA#:	104000016
Account #:	110156190
Account Name:	MarketSphere Consulting
Bank Address:	1620 Dodge Street, Omaha, NE 68197
Reference:	UP-012721
Project Number:	EIG102

When making an ACH payment, kindly send remittance detail via e-mail to:
brenda.sudmann@marketsphere.com

Questions regarding this invoice can be directed to:

PHONE	FAX	E-MAIL
402.392.4000	402.392.4099	brenda.sudmann@marketsphere.com



MarketSphere Consulting Statement of Work – Unclaimed Property Services

PRIVATE & CONFIDENTIAL

February 28, 2024

Bradford Lees
Eiger BioPharmaceuticals
2155 Park Blvd
Palo Alto, CA 94306

Dear Bradford,

This Statement of Work documents the understanding between MarketSphere Consulting, LLC ("MarketSphere") and Eiger Biopharmaceuticals, Inc. ("Eiger" or "Client"), with respect to services to be performed by MarketSphere related to unclaimed property consulting services. MarketSphere shall provide the Services pursuant to the provisions of this Statement of Work and MarketSphere's Standard Business Terms which, together, describe our understanding with respect to the Services ("Agreement").

Services

MarketSphere will assist Client with general unclaimed property consulting services on an "as-needed" basis, including filings to the State of Delaware in accordance with the requirements for the Delaware VDA-2 closing agreement.

Fees & Expenses

Our professional fees for the services will be based upon a blended hourly billing rates of \$350 per hour.

Hourly rates are reviewed annually by MarketSphere to stay consistent with market conditions. As such, hourly rates may change from time to time and any changes will be communicated to the Client and will be applied prospectively.

In addition to professional fees, Client shall reimburse MarketSphere for reasonable out-of-pocket expenses (e.g. supplies, shipping costs, postage, airfare, lodging, etc.) incurred by MarketSphere in connection with rendering services.

Billing Schedule

MarketSphere will bill Client on a monthly basis for fees and expenses. Invoices are due within thirty (30) days after the date of invoice receipt. Any taxes arising out of this arrangement other than those on MarketSphere's net income shall be Client's responsibility.

DocuSign Envelope ID: BE742861-9A3E-4148-8E0B-A6E9535EEB0B

Company Name
Statement of Work – Unclaimed Property Services
DATE

We appreciate the opportunity to be of service to you and look forward to working with you. Please indicate your agreement to these arrangements by signing and returning to MarketSphere the enclosed copy of this Statement of Work.

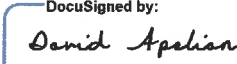
Very truly yours,

MARKETSPHERE CONSULTING, LLC

By: 
Luke Sims, Partner – Advisory Solutions Practice Leader

Attachments: MarketSphere Standard Terms

Acknowledged and Accepted:

Company Name 
By: _____
CEO
Title: _____
3/1/2024
Date: _____

MarketSphere Consulting, LLC

Standard Business Terms

These Standard Business Terms ("Terms") shall govern the Services and Deliverables provided by MarketSphere Consulting, LLC ("MarketSphere") as set forth in the Statement of Work ("SOW") executed by Client and MarketSphere to which these Terms are attached. These Terms, together with the SOW, constitute the entire understanding and agreement between Client and MarketSphere with respect to the Services and Deliverables described in the SOW (collectively known as the "Agreement"), supersede all prior oral and written communications, and may be amended, modified or changed (including changes in scope or nature of the Services or fees as described under the Change Order Process in the SOW) only in writing when signed by both parties. If there is a conflict between these Terms and the terms of any SOW, these Terms shall govern.

Section 1. Fees and Expenses

Client shall pay MarketSphere the professional fees and any related expenses in accordance with the SOW. If payment terms are not defined by the SOW, then all invoiced fees and expenses shall be paid by Client within 30 days of the invoice date. If an undisputed invoice remains unpaid for more than five (5) business days beyond the deadline, MarketSphere shall be entitled to charge interest at the rate of 1.50% per month until the invoice is paid. The parties will comply with all federal, state, and local tax laws applicable to transactions occurring under the Agreement and each party will be responsible for their own tax liabilities incurred by this Agreement.

Section 2. Client Responsibilities

As a prerequisite to MarketSphere's delivery of Services, Client shall (i) fulfill the Client Responsibilities and ensure that all Assumptions are accurate as set forth in the SOW; (ii) provide MarketSphere with reliable, accurate and complete information, as required; (iii) make timely decisions and obtain required management approvals; and (iv) if on-site, furnish MarketSphere personnel with a suitable office environment and adequate resources and supplies, as needed. In addition, MarketSphere shall be entitled to rely on all Client decisions and approvals made independently of this Agreement and/or prior to its execution by the parties which will or may affect the Deliverables provided by MarketSphere. Nothing in this Agreement shall require MarketSphere to evaluate, advise on, modify, confirm, or reject such decisions and approvals, except as expressly agreed to in the SOW.

Section 3. Confidentiality

The parties expressly acknowledge that in the course of their performance hereunder, they may learn or have access to confidential, patent, copyright, business, trade secret, proprietary, or other like information or products of the other party or of third parties (for example, the other party's vendors, service providers, suppliers, or customers), including but not limited to: personal data; and other data such as date of birth, phone numbers, email addresses, and hash digests of any identifying data (collectively, "Information"). Anything in this Agreement to the contrary notwithstanding, the parties expressly agree that they will keep strictly confidential any such Information. With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party as confidential, or is non-public information that, by its nature, ought to be treated as proprietary and confidential or that a reasonable person would conclude is confidential, which is disclosed by one party, or such party's subcontractor or agent, to the other party, orally, electronically or in tangible form ("Confidential

Information"), the recipient agrees to: (i) protect the Confidential Information in accordance with applicable professional standards; (ii) use Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (i) publicly known, (ii) already known to the recipient; (iii) disclosed to a third party without restriction; (iv) independently developed; or (v) disclosed pursuant to legal requirement or order. Subject to the foregoing, MarketSphere may disclose Client's Confidential Information to its subcontractors and affiliates, as required in connection with performing its obligations under the Agreement.

At the end of the term, the receiving party agrees to destroy any and all Confidential Information. The receiving party shall destroy the Confidential Information within a mutually agreed-to time period and shall provide written verification of same.

Section 4. Ownership

(a) All materials that predate the Agreement shall remain MarketSphere's property. No ownership rights in MarketSphere materials that predate the Agreement are transferred to the Client. Client is granted a limited license to use materials provided by MarketSphere solely in the performance of this Agreement and not for Client's or any third party's benefit. If MarketSphere employees or third-party vendors create any materials without the assistance of Client, such materials are the sole property of MarketSphere, and Client has no ownership rights in them. Client hereby assigns to MarketSphere all rights to materials created during the performance of this Agreement, including but not limited to copyright, trademark, trade secret, and patent rights.

(b) For the purposes of the Services provided in the Agreement, the parties agree that the Client shall retain all right, title, and interest in and to the Deliverables as set forth in the Agreement. MarketSphere shall retain all right, title, and interest in all methodologies, processes, techniques, ideas, concepts, trade secrets and know how used to produce the Deliverables or that MarketSphere may develop or supply in connection with this Agreement, including but not limited to all patent, copyright, trademark and other intellectual property rights therein (the "MarketSphere Knowledge"). Subject to the confidentiality restrictions contained in Section 3, MarketSphere may use the Deliverables and MarketSphere Knowledge for any purpose.

Section 5. Acceptance

Client shall accept Deliverables and Services which conform to the requirements of the SOW. Client will

MarketSphere Consulting, LLC

Standard Business Terms

promptly give MarketSphere notification of any non-conformance of the Deliverables with such requirements ("Non-conformance"), and MarketSphere shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the Deliverable before acceptance, fails to promptly notify MarketSphere of any Non-conformance, or unreasonably delays MarketSphere's attempt to obtain Client acceptance, then the Deliverable shall be considered accepted by the Client.

Section 6. Warranty

(a) MarketSphere warrants that the Services shall be performed with reasonable care in a diligent and competent manner. MarketSphere's sole obligation shall be to correct any Non-conformance with this warranty, provided that Client gives MarketSphere written notice within thirty (30) days after the Services are performed.

(b) MarketSphere does not warrant and is not responsible for any third-party products or services. Client's sole and exclusive rights and remedies with respect to any third-party products or services are against the third-party vendor and not against MarketSphere.

(c) This section 6 is MarketSphere's only warranty concerning the Services and any Deliverable, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.

Section 7. Risk Allocation

(a) MarketSphere's total liability relating to this Agreement shall in no event exceed the fees hereunder for the portion of the work giving rise to liability, and shall not include any special, punitive, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity).

(b) Each party hereto ("Indemnifying Party") shall indemnify, defend and hold the other party and its officers, directors, employees, agents, shareholders, partners, subsidiaries, affiliates, representatives and agents (collectively, "Indemnified Parties") harmless from and against any and all claims, actions, causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including, without limitation, court costs and attorneys' fees) (collectively, "Losses") incurred by, or imposed or asserted against the Indemnified Parties as a result of (i) the Indemnifying Party's breach of any material obligation, representation, warranty, covenant or condition made by such party under this Agreement, (ii) any violation of local, State or Federal Law, (iii) any act or omission constituting gross negligence or willful misconduct by the Indemnifying Party, (iv) claims by the Indemnifying Party's employees or former employees, or (v) claims by third parties as to ownership or other rights arising in any way by the Indemnifying Party infringing third party rights (including, without limitation, intellectual property rights).

(c) The provisions of this Section 7 are intended to apply in all circumstances, regardless of the grounds or nature of any claim asserted (including contract, statute, any form of negligence, whether of Client, MarketSphere, or others,

tort, strict liability or otherwise) and whether or not the party seeking indemnification was advised of the possibility of the damage or loss asserted, to the extent not contrary to applicable law.

(d) Any action against MarketSphere must be brought within eighteen (18) months after the cause of action arises.

(e) If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation. If a mutually agreeable solution cannot be reached within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences may be settled by arbitration.

Section 8. Personnel

(a) While MarketSphere shall attempt to comply with Client's request for specific individuals, MarketSphere shall be responsible for assigning and re-assigning its personnel, as appropriate, to perform the Services.

(b) During the term of this Agreement, and for a period of twenty-four (24) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder.

Section 9. Termination

(a) Unless otherwise defined in the SOW this Agreement may be terminated at any time by either party upon thirty (30) days prior written notice to the other.

(b) Client shall pay MarketSphere for all Services rendered and expenses incurred as of the date of termination, and shall reimburse MarketSphere for all reasonable costs associated with any termination, which may be defined in a Change Order.

Section 10. Data Governance

MarketSphere reserves the right to destroy Client data that is received erroneously, or is determined to be irrelevant to the Services or Deliverables to be provided as outlined in the SOW.

Section 11. General

(a) Neither party shall use the other party's name, trademarks, service marks, logos, trade names and/or branding without such party's prior written consent.

(b) Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

(c) This Agreement may not be assigned or otherwise transferred without the prior express written consent of the other party. MarketSphere may, without Client's written consent, assign this Agreement to an affiliate or use subcontractors to provide Services. Notwithstanding anything herein to the contrary, either party may freely assign this Agreement in connection with a transfer to a related party or due to a merger, consolidation, or sale of substantially all of its assets or stock.

(d) Any notices given pursuant to this Agreement shall be in writing, delivered to the address set forth in the SOW, and shall be considered given when received.

MarketSphere Consulting, LLC

Standard Business Terms

(e) No term of this Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

(f) If any term or provision of this Agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

(g) This Agreement does not make either party an agent or legal representative of the other party, and does not create a partnership or joint venture as both parties are independent contractors and principals for their own accounts, unless otherwise defined by the SOW.

(h) Sections 3 through 11 of these Terms shall survive the expiration or termination of this Agreement.

(i) The laws of the State of Delaware shall govern this Agreement.

(j) Client acknowledges that: (i) MarketSphere and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) MarketSphere shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond MarketSphere's reasonable control.