Fill in this information to identify the case:

Debtor Eiger BioPharmaceuticals, Inc

United States Bankruptcy Court for the: Northern District of Texas (State)

Case number 24-80040

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 or 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?**

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

Other names the creditor used with the debtor

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?	**Where should payments to the creditor be sent?** (if different)
Altasciences Company Inc. 575 Armand-Frappier Blvd., Laval, Quebec H7V 4B3, Canada	
Contact phone 3207664166	Contact phone
Contact email cjohnson@altasciences.com	Contact email

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?

24800402501310000000000001

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: ___ ___ ___ ___

7. **How much is the claim?** $ 80,262 . **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.

Service performed

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle 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 amount 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: _____

24800402501310000000000001

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

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

☑ No

☐ Yes. *Check all that apply:*

	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.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

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 acknowledgement 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 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 01/31/2025
MM / DD / YYYY

/s/Corey Johnson
Signature

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

Name: Corey Johnson
First name Middle name Last name

Title: Senior Corporate Paralegal

Company: Altasciences Company Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 634-7166 | International 001-310-823-9000

Debtor:
24-80040 - Eiger BioPharmaceuticals, Inc
District:
Northern District of Texas, Dallas Division

Creditor:
Altasciences Company Inc.
575 Armand-Frappier Blvd.,
Laval, Quebec, H7V 4B3
Canada
Phone:
3207664166
Phone 2:
Fax:
Email:
cjohnson@altasciences.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Service performed

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
80,262

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Corey Johnson on 31-Jan-2025 12:08:24 p.m. Eastern Time
Title:
Senior Corporate Paralegal
Company:
Altasciences Company Inc.

VN: EAE5CA8F41105F39430E144E0C4E01B8

ALTASCIENCES

AGREEMENT FOR BIOANALYTICAL SERVICES

THIS AGREEMENT FOR BIOANALYTICAL SERVICES is made on the date of the last signature (the "**Effective Date**") by and between **ALTASCIENCES COMPANY INC.** ("**CRO**") having its principal place of business at 575, boul. Armand-Frappier, Laval, Québec, Canada, H7V 4B3, and **EIGER BIOPHARMACEUTICALS, INC.** ("**Sponsor**"), having its principal place of business at 215 Park Boulevard, Palo Alto, California 94306 (each a "**Party**," and collectively, the "**Parties**").

WHEREAS Sponsor desires to retain CRO to provide early stage drug development services, upon the terms and conditions hereinafter set forth, and CRO is willing to perform such services;

WHEREAS the Parties have agreed to enter into this Agreement setting out the general terms and conditions for the performance by CRO of such services to Sponsor;

NOW, **THEREFORE**, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 "**Affiliate(s)**" of a Party shall mean any company which directly or indirectly controls, is controlled by, or is under common control with that Party at any time during the period for which the determination of affiliation is being made.

1.2 "**Agreement**" shall mean this Agreement for Bioanalytical Services, as it may be amended from time to time in accordance with its terms.

1.3 "**Drugs**" shall mean the Study medications supplied by Sponsor and may include in certain situations the devices supplied by Sponsor in connection with a Study.

1.4 "**Protocol**" shall mean the protocol **EIG-LNF-021** (**EGE-P1-182)**.

1.5 "**Representatives**" shall mean any Affiliates, employees, officers, directors, shareholders, agents, subcontractors or advisors, including attorneys and accountants of a Party.

1.6 "**Samples**" shall mean the biological samples collected from the Subjects in connection with a Study.

1.7 "**Services**" shall mean the bioanalytical services to be performed by CRO as described in more detail in the Protocol.

1.8 "**Study**" shall mean a clinical study program and all related activities, as defined in the Protocol.

1.9 "**Subjects**" shall mean any individual enrolled by CRO to whom the Drugs will be given and who will provide biological substances for analysis of such Drugs.

2. RESPONSIBILITIES OF CRO

2.1 Responsibilities. CRO shall:

a) perform the Services in compliance with the requirements of this Agreement and the Protocol;

b) comply with all laws and regulations applicable to the provision of Services and generally accepted industry standards, including the applicable requirements as outlined in the FDA and OECD Principles of Good Laboratory Practices, and the *Reflection paper for laboratories that perform the analysis or evaluation of clinical trial samples* (EMA/INS/GCP/532137/2010);

c) exercise reasonable care and a high standard of professional conduct in the performance of the Services and ensure that the Services are performed by qualified personnel;

d) perform the analysis of the Samples in compliance with the bioanalytical method as described in the bioanalytical plan;

e) following completion of the Study or analysis, as applicable, deliver to Sponsor the draft and final report, or final deliverables if no report.

2.2 Changes to Services. In the event that Sponsor initiates a change that affects the conduct of the Services, including, without limitation, a change to the Protocol, CRO will prepare an amendment to this Agreement which shall reflect the adjustments to the budget and the schedule. Sponsor shall have five (5) days to review and accept this amendment. CRO shall not be held responsible for any delay or non-observance of its deadlines resulting from the changes initiated by Sponsor or resulting from failure to obtain the necessary information or instructions from Sponsor.

2.3 Repeat Sample Analysis. If applicable, the parties agree that as of commencement of work, in some instances, repeat of sample analysis will be required. If this arises, the CRO will notify the Sponsor as soon as possible and determine, between the parties, if these repeats are required by the Sponsor. The price per sample analysis/occasion, as indicated in the applicable Statement of Work, will apply to any additional repeats requested by the Sponsor, as well as any samples above the analytical range, which require dilution or samples that are pre-diluted (at the 1st analysis) at the Sponsor's request and using the Sponsor's dilution factor, if applicable. The CRO will endeavor, as much as possible, to proceed with current batches of sample analysis at the agreed price per sample; however, should batches be needed a batch fee will apply.

3. RESPONSIBILITIES AND OBLIGATIONS OF SPONSOR

3.1 Responsibilities. Sponsor shall:

a) provide CRO in a timely fashion with all information and materials reasonably required to perform the Services;

b) comply with all laws and regulations applicable to the provision of Services;

c) notify CRO of any finding that could affect the conduct of the Services; and

d) to the extent a report is prepared by CRO, provide CRO with comments on the draft report within three (3) months after the shipment date of such report. In the event where CRO does not receive Sponsor's comment within three (3) months after the shipment date, CRO reserves the right to finalize and submit the final report to Sponsor. Any amendment requested by Sponsor following the finalization and submission of the final report shall be subject to additional charges.

3.2 Bioanalytical services. In connection with the provision of bioanalytical services, Sponsor shall, if the clinical services have been performed by a party other than CRO, inform CRO prior to the starting date of the Services of any concomitant medication taken by Subjects during the clinical phase of a Study and compensate CRO for the costs, including but not limited to the cost of staff, supplies, facilities and instrument usage, incurred to perform the additional tests required as a result of the intake of such concomitant medication.

4. FINANCIAL ARRANGEMENTS

For the Services rendered, the Sponsor agrees to pay to the CRO a total fee of one hundred sixteen thousand seven hundred fifty dollars ($116,750 USD), as per Exhibit 1, plus taxes (GST and QST) if applicable. Those Service Fees shall be invoiced and paid as per the schedule set out in Section 4.2 of the Agreement:

4.1 For Bioanalytical Analysis ** EGE-P1-182 - Lonafarnib in Human Plasma ($50,580.00)

50% ($25,290.00)	at start of Bioanalytical Analysis
40% ($20,232.00)	at completion of Bioanalytical Analysis
10% ($5,058.00)	at submission of Draft Report

** Based on 936 expected number of samples analyzed. Additionally as noted in the Quotation (Exhibit 1), batch fees and data transfer fees may be applied.

4.2 For Bioanalytical Analysis ** EGE-P1-182 - Lonafarnib metabolite HM21 in Human Plasma ($62,620.00)

50% ($31,310.00)	at start of Bioanalytical Analysis
40% ($25,048.00)	at completion of Bioanalytical Analysis
10% ($6,262.00)	at submission of Draft Report

** Based on 936 expected number of samples analyzed. Additionally as noted in the Quotation (Exhibit 1), batch fees and data transfer fees may be applied.

4.3 Other Study Costs***

Sample Management fees: $1,750.00

Total $1,750.00

4.4 Pass-through fees***

For COVID Fee: $1,000

Total Estimated pass-through fees $1,000

***NOTE: The pass-through fees budget outlined the Quotation are based on CRO's initial scientific assessment and represents an informed estimate. These fees may vary and are subject to change during method development and validation.

For projects involving sample analysis where CRO only performs sample analysis, the pass-through fees budget will be based on the number of samples and the validated method.

The Sponsor agrees to pay the actual expenses incurred by the CRO during the services.

4.5 Payment terms. Payments are due within thirty (30) days of the date of invoice. In the event of late payment and unless CRO has been notified in writing of any legitimate dispute, interest on unpaid invoices may be charged at the rate of 1.5% per month, calculated monthly on a compounded basis, on invoices which remain unpaid after thirty (30) days from the date of invoice. After ten (10) days from receipt by Sponsor of CRO's written notice regarding failure to pay the invoice in due time, CRO retains the right to delay or stop any Services provided and/or retain any results or report. Additionally, CRO may be entitled to expenses incurred in its efforts to collect unpaid invoices from Sponsor, if necessary, including, without limitation, court costs and reasonable attorney's fees. All payments due shall be made unconditionally without defense, counterclaim, offset and shall not be conditioned or delayed pending Sponsor's receipt of payment from any third party.

Payments preferably to be received by Electronic Funds Transfer to the following:

Account Name: Altasciences Company Inc.
Account Number: 27864605866
Transit Number: 27861
Bank Code: 001
SWIFT Code: BOFMCAM2
Name of Bank: Bank of Montreal
Bank Address: 2 Place Laval, Laval, Quebec, H7N 5N6, Canada

Sponsor's email address for submission of invoices: invoices@eiger.coupahost.com

4.6 **Pass-through Costs**. CRO will separately invoice Sponsor for the expenses incurred to third-parties that were determined for the purpose of this Agreement to be pass-through costs (the "**Pass-through Costs**"), on a rolling basis.

4.7 **Clinical Sample Kits and Sample Shipments.** All costs and liabilities associated with the shipment and transportation of sample kits to Sponsor's designated clinic facility from either CRO's premises or from the kit suppliers' premises shall be assumed by the Sponsor and shall be the responsibility of the Sponsor. CRO shall not be responsible for any damages sustained by Sponsor as a result of any loss or damages to the sample kits during their transportation and handling outside of CRO or the kit suppliers' premises. If applicable, sample shipments to CRO from various sites will be the responsibility and at the cost of the Sponsor and be under the Sponsor's preferred courier service and related account number.

5. GROSS-UP ON PAYMENTS

5.1 **Gross-up on payments**. Any and all payments made by Sponsor under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of any present or future taxes, levies, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any governmental authority, excluding net income taxes or any other taxes imposed on or measured by the net income, profit or capital of CRO. If a deduction or withholding is required by any applicable law, Sponsor shall:

a) pay or cause to be paid to the appropriate authority the amount of the withholding or deduction by no later than the latest date permitted by that authority (including any extension of time granted by that authority);

b) produce to CRO no later than thirty (30) days after that payment a receipt of that authority evidencing that it has received the proper amount from Sponsor;

c) pay such sums to CRO, as may be necessary so that the net amount received by CRO after all required deductions or withholdings (including deductions and withholdings for or on account of taxes on any sums payable under this section) will not be less than the amount CRO would have received had no such deduction or withholding been required; and

d) Sponsor shall indemnify and hold CRO harmless from any liability, resulting from Sponsor's failure to make timely payments in accordance with this section. Any penalties, interest or other liabilities arising from such failure shall be the sole responsibility of and be paid for by Sponsor.

6. CONFIDENTIALITY

6.1 **Confidential Information**. For the purpose of this Agreement, "Confidential Information" shall mean all non-public, confidential and proprietary information disclosed before, on or after the Effective Date, by a Party or its Representatives (the "**Disclosing Party**") to the other Party or its Representatives (the "**Receiving Party**"), whether written or oral, including, without limitation (i) all information concerning the Disclosing Party's and its Affiliates' business affairs including, without limitation, customers, suppliers, investors, organizational structure, finances, sales, pricing and commercial strategies; (ii) all scientific or technical information (including know-how and information concerning manufacturing, production, sourcing of raw material, chemical compounds, patent applications, assays, test results, data or formula), clinical and laboratory information (including protocols, studies, study results, data, bioanalytical method, analysis or trial design) and internal processes and procedures; and (iii) the existence of this Agreement. The term "Confidential Information" will not include: (i) information which after disclosure becomes part of the public domain by publication or otherwise, without breach of this Agreement by the Receiving Party; (ii) information which the Receiving Party can establish by documentary evidence is known by or in possession of the Receiving Party before being disclosed by the Disclosing Party; (iii) information which the Receiving Party developed independently, as established by documentary evidence, provided that such development is not based in whole or in part on Confidential Information disclosed by the Disclosing Party; or (iv) information which the Receiving Party receives from a third party on a non-confidential basis, provided that such third party is not prohibited from disclosing such information by an obligation of confidentiality to the Disclosing Party.

6.2 **Confidentiality obligations**. The Receiving Party agrees that:

a) it will not use the Confidential Information except in connection with the Services and that it will not use the Confidential Information in any manner that is competitive with or detrimental to the business or operations of the Disclosing Party;

b) it will not disclose any of the Confidential Information to any person or entity without the prior written consent of the Disclosing Party; provided, however, that Confidential Information may be disclosed to its

Representatives if such persons need to know such information in connection with the Services. The Receiving Party will ensure that its Representatives are bound by confidentiality obligations to the same extent as if they were parties hereto, and the Receiving Party shall be responsible for any breach of confidentiality by its Representatives; and

c) it will exercise commercially reasonable precautions to physically protect the integrity and confidentiality of the Confidential Information.

6.3 **No breach of IP**. The Disclosing Party represents that the disclosure of Confidential Information to the Receiving Party does not infringe, violate or misappropriate intellectual property of any third party and does not violate any contract or obligation to which the Disclosing Party is a party.

6.4 **Term of confidentiality**. This Section 6 (CONFIDENTIALITY) shall apply to any Confidential Information for a period of fifteen (15) years from the date of disclosure.

6.5 **Ownership**. The Disclosing Party remains the exclusive owner and retains all rights, title and interest, including intellectual property rights, of the Confidential Information disclosed to the Receiving Party. All Confidential Information will be promptly returned or destroyed upon request of the Disclosing Party, except that the Receiving Party may retain copies of Confidential Information: (i) for the purpose of determining the Receiving Party's obligations hereunder; (ii) as required by law; and (iii) that are maintained pursuant to automatic archiving and back-up procedures.

6.6 **Request from government**. In the event Confidential Information is required to be disclosed by a governmental agency, the Receiving Party will provide the Disclosing Party with prompt written notice of such request to enable the Disclosing Party to seek, at its sole cost and expense, an appropriate protective order or remedy. If the Receiving Party is required to disclose Confidential Information, it will use commercially reasonable efforts to disclose only that portion of the Confidential Information as is legally required to be disclosed.

7. INTELLECTUAL PROPERTY

7.1 **Initial IP**. Neither Party transfer by operation of this Agreement to the other Party any patent right, copyright, nor other proprietary right that it owns as of the commencement of the Services, except as specifically set forth herein.

7.2 **Study Sample**. The Parties acknowledge that the Samples and any material provided by Sponsor which Sponsor considers to be necessary to and/or useful for CRO for the performance of the Services are, and shall remain, the exclusive property of Sponsor.

7.3 **Study Data**. The Parties agree that Sponsor, upon complete payment of the service fees in accordance with Section 4.1 or upon reimbursement in accordance with Section 4.1 and Section 13, shall own all results, data, case report forms and

other reports completed by CRO pursuant to the Protocol, Agreement or other written instruction by Sponsor (the "**Study Data**"). Upon Sponsor's prior consent, CRO may use the Study Data for its own internal, marketing, non-commercial research and educational purposes.

7.4 **Other IP**. Other than as specified in Section 7.3, CRO agrees that any intellectual property arising out of Services performed hereunder that are dependent on Sponsor's patent claims or are expressly anticipated by the Protocol and/or the bioanalytical plan, as applicable, shall be owned by Sponsor and shall be promptly disclosed by CRO to Sponsor.

7.5 **Bioanalytical method**. Notwithstanding the above, Sponsor specifically acknowledges that CRO is and shall remain the owner of the bioanalytical method used or developed by CRO to analyze the Drugs.

8. STORAGE

8.1 **Documentation**. CRO will maintain documentation for the Services in accordance with all applicable authorities' regulations. CRO will archive, at its own cost, all records for twenty-five (25) years following shipment of the draft report or the final deliverable, if no report, unless the Services are for a pre-clinical Study, in which case CRO will archive, at its own cost, all records for one (1) years following shipment of the draft report or the final deliverable, if no report.

8.2 **Samples**. CRO will maintain complete and accurate inventory of the Samples collected in connection with the Services. For Studies with Clinical samples, upon shipment of the draft report, CRO will keep in adequate storage, at its own cost, all the Samples for a period of three (3) months. After the free storage period, CRO will contact Sponsor to confirm if the Samples can be stored, destroyed or returned to Sponsor (at Sponsor's cost). Should a response not be received from Sponsor within thirty (30) days, CRO will automatically store the Samples at the rate of .50 USD per tube/per month. At any time, Sponsor may terminate the storage of the Samples by sending a written notice to CRO, instructing CRO to destroy the Samples or to ship the Samples to Sponsor or to a third party. In such case, all shipping charges are the responsibility of Sponsor.

9. LIMITATIONS TO SERVICES

9.1 **CRO's obligation**. CRO's obligation under this Agreement is limited to performing the Services in accordance with this Agreement and the Protocol, while ensuring the conduct of the Services in compliance with applicable laws and regulations and generally accepted industry standards.

9.2 **No specific results**. CRO does not give any representation or warranty that specific results can be achieved or that the Samples covered by the Protocol can, either during the term of this Agreement or thereafter, receive the required approval by any regulatory bodies.

9.3 OTHER THAN THE WARRANTIES EXPRESSLY STATED AT SECTION 2 AND 9, THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES RELATED TO ANY OF THE SERVICES COVERED BY THIS AGREEMENT OR ANY STATEMENT(S) OF WORK.

10. INDEMNIFICATION

10.1 **Sponsor's indemnification**. Sponsor shall defend, indemnify and hold harmless CRO and its Representatives from any loss, expense (including reasonable defense cost), cost, liability, damage, claim, action or suit, including but not limited to any personal injuries, death, or property damage, arising directly out of: 1) the negligence or wrongful acts or omissions of Sponsor or its Representatives and 2) any material breach by Sponsor or its Representatives of any of its obligations or duties under this Agreement.

10.2 **CRO's indemnification**. CRO shall defend, indemnify and hold harmless Sponsor and its Representatives from any loss, expense (including reasonable defense cost), cost, liability, damage, claim, action or suit arising directly out of: 1) the negligence or wrongful acts or omissions of CRO or its Representatives and 2) any material breach by CRO or its Representatives of any of its obligations or duties under this Agreement.

10.3 **Limitations**. Section 10.1 and 10.2 are subject to the following limitations:

a) In no event shall any Party be liable for any incidental, consequential, special or punitive damages, including but not limited to loss of revenue or profit.

b) In no situation the indemnification to which CRO would be held responsible towards Sponsor pursuant to Section 10.2 shall exceed two times (2x) the fees paid by Sponsor to CRO under this Agreement.

c) If Sponsor does not receive the required approval for a Drug by any drug administration or regulatory body and this failure to obtain approval is directly caused by CRO's negligence, fault or misconduct in providing the Services, Sponsor shall allow CRO to resume the Services at CRO's own expenses. If Sponsor chooses to resume the Services with a third party, CRO shall be responsible to refund only the expenses that it would have engaged itself to resume the present Services.

10.4 **Notifications**. Any indemnified Party will promptly notify the indemnifying Party of any claim as to which indemnified Party intends to seek indemnification from indemnifying Party. Each Party shall fully cooperate with the other Party in defending any claim as to which a notice of intent to seek indemnification is provided and will make no compromise or settlement without the prior written approval of the other Party.

11. INSURANCE

11.1 **CRO insurance.** CRO represents that it has adequate insurance for a sufficient limit to cover its liability under this Agreement.

11.2 **Sponsor insurance**. Sponsor represents that it has adequate insurance for a sufficient limit to cover its liability under this Agreement.

12. AUDIT

12.1 **Visits**. Upon reasonable notice, Sponsor and its Representative may visit and inspect the CRO facilities during CRO's business hours in order to maintain current and personal knowledge of the conduct of Services through review of the records, comparison with source documents, observation and discussions. CRO will fully cooperate in any monitoring, audit or inspection by a regulatory agency in connection with the provision of Services.

12.2 **Inquiries**. CRO agrees to answer in a timely manner any questions coming from regulatory authorities and/or Sponsor which are Services-related and within the original scope of work. Following completion of the Services, CRO reserves the right to request compensation for any additional analysis or additional supporting documents required by regulatory authorities and/or Sponsor.

13. TERM, TERMINATION, SUSPENSION AND POSTPONEMENT

13.1 **Term**. This Agreement shall enter into force upon signature and shall continue thereafter until the date of acceptance by Sponsor of final report, or final deliverable if no report, unless terminated earlier either jointly by both Parties or by any Party pursuant to Section 13.2 or 13.3.

13.2 **Termination by Sponsor**. Sponsor may terminate this Agreement, effective upon written notice to CRO:

a) if the execution of the Services is no longer of technical or commercial interest.

b) if CRO breaches this Agreement or the Protocol in a way that impacts the Services, and (i) such breach is incapable of cure, or (ii) with respect to a breach capable of cure, CRO does not cure the breach without thirty (30) days after receipt of written notice of such breach.

13.3 **Termination by any Party.** Any Party may, acting reasonably, terminate this Agreement effective upon written notice to the other Party in order to comply with any law, regulation or decision of any judicial authority.

13.4 **Consequences**. Sponsor shall reimburse CRO all incurred fees for Services performed and expenses and costs incurred prior to the termination, including non-cancellable obligations incurred prior to such termination. Such fees, expenses and costs shall include, but not be limited to administrative expenses,

items procured, Services undertaken, and all non-cancellable obligations incurred specifically for the Services (e.g., animal purchases and animal expenses, including animal disposition, as well as specialized supplies and/or equipment.)

13.5 **Pass-through Costs**. Upon early CRO will invoice to Sponsor all unavoidable Pass-through Costs that were incurred up to termination.

13.6 **Payment terms**. Invoicing for any incurred fees, termination fees, postponement fees and Pass-through Costs shall be paid by Sponsor in accordance with Section 4.2.

14. ASSIGNMENT AND SUBCONTRACTING

14.1 **Affiliates**. This Agreement and all rights and obligations hereunder, shall not be assigned by either Party without the prior written consent of the Parties hereto. Notwithstanding the foregoing, CRO may assign, transfer, delegate and subcontract all or any part of the portion of the Services to any of its Affiliates. In such case, such Affiliate shall (i) abide by the terms and conditions of this Agreement and (ii) be entitled to the rights and benefits of CRO under this Agreement, including the right to enforce any terms of this Agreement.

15. MISCELLANEOUS

15.1 **Entire Agreement**. This Agreement, together with all schedules and Statements of Work, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter, except any confidentiality agreement still outstanding between the Parties, which shall complete the provisions of this Agreement.

15.2 **Relationship between the Parties**. CRO shall perform all the Services as an independent contractor. Neither CRO nor Representatives are employees, partners, representatives, or joint venturers of or with Sponsor, and nothing in this Agreement shall be construed to create such a relationship. CRO shall be solely responsible for the manner and working hours in which it will perform the Services. It is the intention of the Parties that no form of legal agency relationship be created between the Parties and nothing in this Agreement shall be deemed to create in either Party the right or authority to incur any obligation on behalf of the other Party or to bind such other Party in any way whatsoever except in accordance with the terms of this Agreement.

15.3 **Notices**. All written notices from one Party to the other under this Agreement are sufficient as sent by email, unless otherwise specified in the Protocol or otherwise requested by Sponsor.

15.4 **Force majeure**. Neither Party shall be held liable for non-fulfilment or delayed performance of the Agreement or part thereof due directly or indirectly to any cause outside the reasonable control of either Party, and which the affected Party

was unable to foresee at the time of the signing of this Agreement; provided that: (a) notice of its inability to perform and the causes thereof shall be provided immediately by the affected Party to the other; and (b) if such inability to perform shall continue for a period of three (3) months, the other Party shall have the right to terminate this Agreement by written notice at any time thereafter.

15.5 **Severability and waiver**. The invalidity, illegality or unenforceability of any term or provision of this Agreement shall not affect the validity, legality or enforceability of any other term or provision hereof. No waiver by any Party of any provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiting. Except as set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be so construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15.6 **Amendment**. The Agreement may not be modified or amended except by a written agreement signed by both Parties.

15.7 **Successor and assigns**. This Agreement will be binding upon each Party and their permitted successors and assigns, and will inure to the benefit of each Party and their successors and assigns.

15.8 **Survival**. The rights and obligations of the Parties set forth in Sections 4.2, 6, 7, 8, 9, 10, 11, 13 and 15.9 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

15.9 **Governing Laws and forum.** This Agreement is governed by and construed in accordance with the laws of Delaware, without giving effect to any conflict of law principles. The Parties will use commercially reasonable efforts to settle all matters in dispute amicably and hereby agree that any dispute arising under this Agreement, or in connection with any breach thereof, shall be finally resolved through the courts of Delaware.

15.10 **Counterparts**. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Signatures to this Agreement delivered by facsimile or similar electronic transmission (eg. Portable document format (PDF)) shall be deemed as binding as the original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized representatives.

EIGER BIOPHARMACEUTICALS, INC.	**ALTASCIENCES COMPANY INC.**
By: Sriram Ryali	By: DocuSigned by: Elizabeth Pivetta 2CEC5E4C128C422...
Name: Sriram Ryali	Name: Elizabeth Pivetta
Title: CFO	Title: Associate Director; Contract and Client Experience
Date: August 18, 2021	Date: 8/23/2021

Exhibit 1: Quote

ALTASCIENCES

EIG-LNF-021 ------ Human plasma sample analysis using a validated LC-MS/MS assays (LNI-V8-171, RRI-W6-945) for the determination of Lonafarnib and Lonafarnib metabolite HM21 with an analytical ranges of 5 to 5000 ng/mL and 0.5 to 500 ng/mL, respectively.

Project No. EGE-P1-182	
Sponsor	Eiger BioPharmaceuticals

Date : July 22, 2021

Contact name: Anthony Godfrey
Company : Eiger BioPharmaceuticals

Project No: EGE-P1-182
Submission : FDA

Study Title: **EIG-LNF-021 ------ Human plasma sample analysis using a validated LC-MS/MS assays (LNI-V8-171, RRI-W6-945) for the determination of Lonafarnib and Lonafarnib metabolite HM21 with an analytical ranges of 5 to 5000 ng/mL and 0.5 to 500 ng/mL, respectively.**

Subjects : 24
Periods : 2
Samples : 936

Description		USD ($USD)	
Bioanalytical Operations			
EGE-P1-182 - LCMS - Sample Analysis - Lonafarnib in Human Plasma			
- Lonafarnib in Human Plasma Analysis	(936 samples x 45.00 $USD)	42,120	
- Incurred Samples in Human Plasma (Lonafarnib)	(94 samples x 45.00 $USD)	4,230	
- 10% BioAnalytical Repeats for Budgeting Purposes	(94 samples x 45.00 $USD)	4,230	
One QCed/QAed draft report and one final report included.			
Minimum batch fee for the analysis of shipments of 50 samples or less at 2,250 $USD, as applicable			
Data Transfer Agreement plus Mock Transfers. Only nominal date and time (not actual) will be included in the data transfer file. One data transfer at the end of the study is included.		800	
Additional transfers (QCd or Final)	(500 $USD x occurence)		
		51,380	-
Bioanalytical Operations			
EGE-P1-182 - LCMS - Sample Analysis - Lonafarnib metabolite HM21 in Human Plasma			
- Lonafarnib metabolite HM21 in Human Plasma Analysis	(936 samples x 55.00 $USD)	51,480	
- Incurred Samples in Human Plasma (Lonafarnib metabolite HM21)	(94 samples x 55.00 $USD)	5,170	
- 10% BioAnalytical Repeats for Budgeting Purposes	(94 samples x 55.00 $USD)	5,170	
One QCed/QAed draft report and one final report included.			
Minimum batch fee for the analysis of shipments of 50 samples or less at 2,750 $USD, as applicable			
Data Transfer Agreement plus Mock Transfers. Only nominal date and time (not actual) will be included in the data transfer file. One data transfer at the end of the study is included.		800	
Additional transfers (QCd or Final)	(500 $USD x occurence)		
		62,620	-
Other Study Costs			
Sample Management fees (including standard reconciliation and administration) Single shipment: $1000(more than 500 samples)		1,750	
Pharmacokinetic (PK) noncompartmental analysis (Phoenix WinNonlin), including full reporting, can be added to this scope of work. Please inquire about our Pharmacology service offerings.			
		1,750	-
	Sub-total :	115,750	
Covid fee is adjustment for Health and Safety measures that have been implemented	**COVID fees :**	1,000	
	Passthrough costs :	-	
	Total :	116,750	116,750

Program Assumptions (Please note it may have an impact on final project cost)

Please note that the sponsor shall notify Altasciences if any of the compounds to be handled have potential risks for personnel. If there are potential risks then safe handling procedures shall be discussed. If such procedures are not in place, Altasciences may implement these safe handling procedures or decline the work as appropriate.

This quotation is valid for three months and is subject to change depending on method complexity, confirmation of the analytical range, and/or upon finalization of the Protocol.

Description	USD ($USD)
The same quote can be used for sample analysis of Lonafarnib using the validated Lonafarnib method (LNI-VB-999) with an analytical range of 2 to 1000 ng/mL.	
Reference materials (Lonafarnib metabolite HM21 and its internal standard), to be provided by sponsor, unless specified otherwise, in which case pass through cost may apply for the purchase of those reagents.	
Human Matrix to be procured by Altasciences. *Disease matrix will be at additional cost, if required.*	
If MD report is requested, additional cost would apply (2500$ each).	
Cost of a full batch ($2250 OR $2750) applies in cases where less than 50 samples need to be re-tested and those samples cannot be added to another batch (end of study, repeats due to >ULOQ, timelines, client/SD requests if original results confirmed)	
Expedited analysis, if sample analysis results are required less than 10 working days following samples reception, is subject to a premium of 5% of the total sample analysis cost.	
Sample storage costs are to be billed separately, if applicable, as per contract/agreement.	
Sample shipments to Altasciences from various sites will be the responsibility and at the cost of the Sponsor (using the Sponsor's preferred courier service and related account number).	
Sample storage fee (0.25$/tube/month) would apply following the free storage period of one month from the end of sample analysis (assuming regular 12x75mm tubes or smaller).	
If additional sample management support is required additional fees would apply (e.g. reference standard, sample and material management etc.). *If added kit supplies are required from Altasciences for sample collection, processing and transport (e.g. transport tubes, vacutainers, syringes, etc.), fee per the exact materials required would apply.*	

Danny Raie
Authorized Signature

Sponsor Signature

Full Execution of this quotation will be considered as an awarded study which will trigger ordering of materials required and securing scheduling of the work. Therefore, by signing this quote, the Sponsor acknowledges to pay Altasciences any incurred fees up until the Contract is fully executed, should any occur. Contract will follow shortly hereafter.

ALTASCIENCES

STATEMENT OF WORK

Sponsor Protocol EIG-LNF-022/ Project Number EGE-P9-697

THIS STATEMENT OF WORK is made on the date of the last signature (the "**Effective Date**") by and between **ALTASCIENCES CLINICAL KANSAS, INC. and ALTASCIENCES CLINICAL KANSAS, P.A.** (together the "**CRO**"), having its principal place of business at 10103 Metcalf Ave., Overland Park, KS 66212, and **EIGER BIOPHARMACEUTICALS, INC.** ("**Sponsor**"), having its principal place of business at 215 Park Boulevard, Palo Alto, California 94306 (each a "**Party**," and collectively, the "**Parties**") (the "**Statement of Work**")

WHEREAS the Sponsor wishes to retain the services of CRO to carry out a study entitled:

"A Phase 1, double-blind, randomized, placebo- and active-control, parallel-group, high-precision QTc study evaluating the effects of multiple-dose lonafarnib on cardiac repolarization in healthy male and female volunteers" (the "**Study**").

WHEREAS CRO wishes to be engaged for the said purpose, subject to the terms and conditions of this Agreement.

NOW, **THEREFORE**, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 "**Affiliate(s)**" of a Party shall mean any company which directly or indirectly controls, is controlled by, or is under common control with that Party at any time during the period for which the determination of affiliation is being made.

1.2 "**Agreement**" shall mean this Agreement, as it may be amended from time to time in accordance with its terms.

1.3 "**Dosing Date**" shall mean the date of the first dose administration of the Drug.

1.4 "**Drugs**" shall mean the Study medications supplied by Sponsor and may include in certain situations the devices supplied by Sponsor in connection with the Study.

1.5 "**Protocol**" shall mean the approved protocol in connection with the Study and all amendments thereto.

1.6 "**Representatives**" shall mean any Affiliates, employees, officers, directors, shareholders, agents, subcontractors, or advisors, including attorneys and accountants of a Party.

1.7 "**Samples**" shall mean the biological samples collected from the Subjects in connection with the Study.

1.8 "**Services**" shall mean the services to be performed by CRO as described in more detail in **Schedule I**.

1.9 "**Stipends**" shall mean the stipends received by Subjects to participate in the Study and may also be referred to in some case as the "indemnification" received by Subjects to participate in the Study.

1.10 "**Study**" shall mean a clinical study program and all related activities, as defined in the Protocol.

1.11 "**Subjects**" shall mean any individual enrolled by CRO to whom the Drugs will be given and who may provide biological substances for analysis of such Drugs.

2. RESPONSIBILITIES AND OBLIGATIONS OF CRO

2.1 **Responsibilities**. CRO shall:

a) perform the Services in compliance with the requirements of this Agreement and the Protocol;

b) comply with all laws and regulations applicable to the provision of Services and generally accepted industry standards, including the ICH guidelines E6 for Good Clinical Practices, applicable requirements as outlined in the FDA and OECD Principles of Good Laboratory Practices, and the *Reflection paper for laboratories that perform the analysis or evaluation of clinical trial samples* (EMA/INS/GCP/532137/2010);

c) exercise reasonable care and a high standard of professional conduct in the performance of the Services and ensure that the Services are performed by qualified personnel;

d) notify Sponsor of any serious adverse event occurring during the performance of the Services in the manner specified in the protocol;

e) use its commercially reasonable efforts to complete recruitment and perform the Services in a timely manner as detailed in the Protocol and this Agreement;

f) in connection with the provision of bioanalytical services, perform the analysis of the Samples in compliance with the bioanalytical method as described in the bioanalytical plan; and

g) following completion of the Study or analysis, as applicable, deliver to Sponsor the draft and final report, or final deliverables if no report.

h) Kansas P.A. will perform any part of the Services that constitutes the practice of medicine, as determined by Kansas law (the "Medical Services"). Payment for the Medical Services will be made in accordance

with the relevant invoice from Kansas P.A. Such payments represent the fair market value for the Medical Services and are separate from payments for the any portion of the Services which are rendered by the CRO.

2.2 **Changes to Services**. In the event that Sponsor initiates a change that affects the conduct of the Services, including, without limitation, a change to the Drug or to the Protocol, CRO will prepare an amendment to this Agreement which shall reflect the adjustments to the budget and the schedule. Sponsor shall have five (5) days to review and accept this amendment. CRO shall not be held responsible for any delay or non-observance of its deadlines resulting from the changes initiated by Sponsor or resulting from failure to obtain the necessary information or instructions from Sponsor.

2.3 **Repeat Sample Analysis**. If applicable, the parties agree that as of commencement of work, in some instances, repeat of sample analysis will be required. If this arises, the CRO will notify the Sponsor as soon as possible and determine, between the parties, if these repeats are required by the Sponsor. The price per sample analysis/occasion, as indicated in the applicable Statement of Work, will apply to any additional repeats requested by the Sponsor, as well as any samples above the analytical range, which require dilution or samples that are pre-diluted (at the 1st analysis) at the Sponsor's request and using the Sponsor's dilution factor, if applicable. The CRO will endeavor, as much as possible, to proceed with current batches of sample analysis at the agreed price per sample; however, should batches be needed a batch fee will apply.

3. RESPONSIBILITIES AND OBLIGATIONS OF SPONSOR

3.1 **Responsibilities**. Sponsor shall:

a) provide CRO in a timely fashion with all information and materials reasonably required to perform the Services;

b) comply with all laws and regulations applicable to the provision of Services;

c) notify CRO of any finding that could affect the conduct of the Services or any finding that could affect the safety of the Subjects, including any safety issue or notice of defective product, or their willingness to continue their participation in a Study; and

d) to the extent a report is prepared by CRO, provide CRO with comments on the draft report within three (3) months after the shipment date of such report. In the event where CRO does not receive Sponsor's comment within three (3) months after the shipment date, CRO reserves the right to finalize and submit the final report to Sponsor. Any amendment requested by Sponsor following the finalization and submission of the final report shall be subject to additional charges.

3.2 **Clinical services**. Sponsor shall:

a) ensure that the Drugs supplied to CRO are manufactured and packaged in accordance with the currently effective Good Manufacturing Practices regulations so that it is suitable for human intake;

b) ensure that the storage and transport of the Drugs have been done in compliance with applicable laws;

c) provide all necessary data on Drugs' formulation stability and storage requirements to CRO; and

d) supply CRO, at least seven (7) days prior to the agreed Dosing Date, with a sufficient quantity of the Drugs and provide a valid certificate of analysis for the Drugs, which would include the lot identification and the measured content of the Drugs and, if the certificate of analysis was issued more than six (6) months prior to the Dosing Date, the stability data related to such Drugs.

3.3 **Research Services**. **Support Services (Toxicokinetic/ Pharmacokinetic/ Biostatistics/ Regulatory Affairs/ Data Management)** If Research Services are required as per any Statement of Work, the CRO agrees to perform the data management, toxicokinetic/pharmacokinetic and statistical analyses of the data generated in compliance with the applicable guidelines for submission as asked by the Sponsor and detailed in the Protocol.

3.4 **Adverse reaction reporting.** Sponsor remains responsible for any adverse reaction reporting to Health Canada, Food & Drug Administration or any other regulatory authority in accordance with applicable laws and regulations.

4. FINANCIAL ARRANGEMENTS

For the Services rendered, Sponsor agrees to pay to CRO a total fee of two million, sixty-five hundred thousand, nine hundred and sixty-two dollars and no cents ($2,065,962.00 USD) plus taxes (GST and QST) if applicable, as detailed below and in Schedule 1. Those fees will be invoiced to Sponsor at the times set forth below.

Billable Milestones: $1,420,318.00 (excluding COVID fees, estimated pass-through fees and incurred costs)

$355,079.50	(25%) upon full execution of the contract
$213,047.70	(15%) at IRB approval
$213,047.70	(15%) at First Subject First Visit
$213,047.70	(15%) at Last Subject Last Visit
$213,047.70	(15%) at end of sample analysis
$213,047.70	(15%) at Completion of the Close out Visit

Estimated Pass-through/Medrio costs/COVID fees $**645,644.00.**

i) Any additional screen fails will be invoiced monthly as incurred;

4.1 **Payment terms**. Payments are due within thirty (30) days of the date of invoice. In the event of late payment and unless CRO has been notified in writing of any legitimate dispute, interest on unpaid invoices may be charged at the rate of 1.5% per month, calculated monthly on a compounded basis, on invoices which remain unpaid after thirty (30) days from the date of invoice. After ten (10) days from receipt by Sponsor of CRO's written notice regarding failure to pay the invoice in due time, CRO retains the right to delay or stop any Services provided under this Agreement and/or retain any results or report. Additionally, CRO may be entitled to expenses incurred in its efforts to collect unpaid invoices from Sponsor, if necessary, including, without limitation, court costs and reasonable attorney fees. All payments due shall be made unconditionally without defense, counterclaim, offset and shall not be conditioned or delayed pending Sponsor's receipt of payment from any third party.

4.2 **Pass-through Costs**. CRO will separately invoice Sponsor for the expenses incurred during the Services.

Payments preferably to be received by Electronic Funds Transfer to the following:

Account Name:	Altasciences Clinical Kansas P.A.
Account Number:	4354387
Bank ABA Number:	071000288
SWIFT Code:	HATRUS44
Name of Bank:	BMO Harris
Bank Address:	PO Box 71605, Chicago, IL 60694-1605

Sponsor's email address for submission of invoices: invoices@eiger.coupahost.com

5. GROSS-UP ON PAYMENTS

5.1 **Gross-up on payments**. Any and all payments made by Sponsor under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of any present or future taxes, levies, duties, charges, fees, deductions, or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any governmental authority, excluding net income taxes or any other taxes imposed on or measured by the net income, profit or capital of CRO. If a deduction or withholding is required by any applicable law, Sponsor shall:

a) pay or cause to be paid to the appropriate authority the amount of the withholding or deduction by no later than the latest date permitted by that authority (including any extension of time granted by that authority);

b) produce to CRO no later than thirty (30) days after that payment a receipt of that authority evidencing that it has received the proper amount from Sponsor;

c) pay such sums to CRO, as may be necessary so that the net amount received by CRO after all required deductions or withholdings (including deductions and withholdings for or on account of taxes on any sums payable under this section) will not be less than the amount CRO would have received had no such deduction or withholding been required; and

d) Sponsor shall indemnify and hold CRO harmless from any liability, resulting from Sponsor's failure to make timely payments in accordance with this section. Any penalties, interest or other liabilities arising from such failure shall be the sole responsibility of and be paid for by Sponsor.

6. CONFIDENTIALITY

6.1 **Confidential Information**. For the purpose of this Agreement, "Confidential Information" shall mean all non-public, confidential and proprietary information disclosed before, on or after the Effective Date, by a Party or its Representatives (the "**Disclosing Party**") to the other Party or its Representatives (the "**Receiving Party**"), whether written or oral, including, without limitation (i) all information concerning the Disclosing Party's and its Affiliates' business affairs including, without limitation, customers, suppliers, investors, organizational structure, finances, sales, pricing and commercial strategies; (ii) all scientific or technical information (including know-how and information concerning manufacturing, production, sourcing of raw material, chemical compounds, patent applications, assays, test results, data or formula), clinical and laboratory information (including trial design, protocols, study data, study results and bioanalytical method) and internal processes and procedures; and (iii) the existence of this Agreement. The term "Confidential Information" will not include: (i) information which after disclosure becomes part of the public domain by publication or otherwise, without breach of this Agreement by the Receiving Party; (ii) information which the Receiving Party can establish by documentary evidence is known by or in possession of the Receiving Party before being disclosed by the Disclosing Party; (iii) information which the Receiving Party developed independently, as established by documentary evidence, provided that such development is not based in whole or in part on Confidential Information disclosed by the Disclosing Party; or (iv) information which the Receiving Party receives from a third party on a non-confidential basis, provided that such third party is not prohibited from disclosing such information by an obligation of confidentiality to the Disclosing Party.

6.2 **Confidentiality obligations**. The Receiving Party agrees that:

a) it will not use the Confidential Information except in connection with the Services and that it will not use the Confidential Information in any manner that is competitive with or detrimental to the business or operations of the Disclosing Party;

b) it will not disclose any of the Confidential Information to any person or entity without the prior written consent of the Disclosing Party; provided, however, that Confidential Information may be disclosed to its

Representatives if such persons need to know such information in connection with the Services. The Receiving Party will ensure that its Representatives are bound by confidentiality obligations to the same extent as if they were parties hereto, and the Receiving Party shall be responsible for any breach of confidentiality by its Representatives; and

c) it will exercise commercially reasonable precautions to physically protect the integrity and confidentiality of the Confidential Information.

6.3 **No breach of IP**. The Disclosing Party represents that the disclosure of Confidential Information to the Receiving Party does not infringe, violate, or misappropriate intellectual property of any third party and does not violate any contract or obligation to which the Disclosing Party is a party.

6.4 **Term of confidentiality**. This Section 6 (CONFIDENTIALITY) shall apply to any Confidential Information for a period of fifteen (15) years from the date of disclosure.

6.5 **Ownership**. The Disclosing Party remains the exclusive owner and retains all rights, title and interest, including intellectual property rights, of the Confidential Information disclosed to the Receiving Party. All Confidential Information will be promptly returned or destroyed upon request of the Disclosing Party, except that the Receiving Party may retain copies of Confidential Information: (i) for the purpose of determining the Receiving Party's obligations hereunder; (ii) as required by law; and (iii) that are maintained pursuant to automatic archiving and back-up procedures.

6.6 **Request from government**. In the event Confidential Information is required to be disclosed by a governmental agency, the Receiving Party will provide the Disclosing Party with prompt written notice of such request to enable the Disclosing Party to seek, at its sole cost and expense, an appropriate protective order or remedy. If the Receiving Party is required to disclose Confidential Information, it will use commercially reasonable efforts to disclose only that portion of the Confidential Information as is legally required to be disclosed.

6.7 **Medical records**. In the event Sponsor shall come into contact with a Subject's medical records, Sponsor shall hold in confidence the identity of the Subject and shall comply with all applicable laws regarding the confidentiality of such records.

7. INTELLECTUAL PROPERTY

7.1 **Initial IP**. Neither Party transfer by operation of this Agreement to the other Party any patent right, copyright, nor other proprietary right that it owns as of the commencement of the Services, except as specifically set forth herein.

7.2 **Study Drug**. The Parties acknowledge that the Drug and any material provided by Sponsor which Sponsor considers to be necessary to and/or useful for CRO

for the performance of the Services are, and shall remain, the exclusive property of Sponsor.

7.3 **Study Data**. The Parties agree that Sponsor, upon complete payment of the service fees indicated Section 4, shall own all results, data, case report forms and other reports completed by CRO pursuant to the Protocol, Agreement, or other written instruction by Sponsor (the "**Study Data**"), excluding the Subjects' medical records. Upon Sponsor's prior consent, CRO may use the Study Data for its own internal, marketing, non-commercial research, and educational purposes.

7.4 **Other IP**. Other than as specified in Section 7.3, CRO agrees that any intellectual property arising out of Services performed hereunder that are dependent on Sponsor's patent claims or are expressly anticipated by the Protocol and/or the bioanalytical plan and/or statistical analysis plan and/or the PK analysis plan, as applicable, shall be owned by Sponsor and shall be promptly disclosed by CRO to Sponsor.

7.5 **Bioanalytical method**. Notwithstanding the above, Sponsor specifically acknowledges that CRO is and shall remain the owner of the bioanalytical method used or developed by CRO to analyze the Drugs.

8. STORAGE

8.1 **Documentation**. CRO will maintain documentation for the Services in accordance with all applicable authorities' regulations or as outlined in the Statement of Work. CRO will notify Sponsor in the event any additional charges will be incurred due to large volumes or extended durations, in which the parties will agree to any additional charges in writing.

8.2 **Drugs**. CRO will maintain complete and accurate inventory of the Drugs received from Sponsor.

a) For a FDA submission, upon shipment of the draft report, CRO will keep in adequate storage a reserve quantity of the Drugs in accordance with 21 CFR 320. Following the retention period, Sponsor will be contacted to complete the Drug Disposition Form. Any other remaining unused Drug will be destroyed or returned to Sponsor (at Sponsor's cost), as indicated on the provided Drug Disposition Form. Should a response not be received from Sponsor within thirty (30) days of request to complete the Drug Disposition Form, or should the Sponsor require extended storage of the remaining unused Drug, CRO will automatically store the Drugs at the rate at a rate of 50$ US dollars/per sq/ft per month.

b)

8.3 **Samples**. CRO will maintain complete and accurate inventory of the Samples collected in connection with the Services. Upon shipment of the draft report, CRO will keep in adequate storage, at its own cost, all the Samples for a period 3 months. After the free storage period, CRO will contact Sponsor to confirm if the

Samples should be stored at the rate of 0.50$ US dollars per tube per month, destroyed or returned to Sponsor (at Sponsor's cost). Should a response not be received from Sponsor within thirty (30) days, CRO will automatically store the Samples at a rate indicated above. At any time, Sponsor may terminate the storage of the Samples by sending a written notice to CRO, instructing CRO to destroy the Samples or to ship the Samples to Sponsor or to a third party. In such case, all shipping charges are the responsibility of Sponsor.

9. LIMITATIONS TO SERVICES

9.1 **CRO's obligation**. CRO's obligation under this Agreement is limited to performing the Services in accordance with this Agreement and the Protocol, while ensuring the conduct of the Services in compliance with applicable laws and regulations and generally accepted industry standards.

9.2 **No specific results**. CRO does not give any representation or warranty that specific results can be achieved or that the Drugs covered during the term of this Agreement or thereafter, can be successfully manufactured or receive the required approval by drug administration authorities or any regulatory bodies.

9.3 **Number of Subjects**. In the event that CRO fails to meet the Protocol requirements on the number of Subjects to be recruited, Sponsor will be given the option to extend the recruitment period or to continue the Study with less Subjects.

9.4 OTHER THAN THE WARRANTIES EXPRESSLY STATED IN SECTIONS 2, 3, AND 9, THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES RELATED TO ANY OF THE SERVICES COVERED BY THIS AGREEMENT.

10. INDEMNIFICATION

10.1 **Sponsor's indemnification**. Sponsor shall defend, indemnify and hold harmless CRO and its Representatives from any loss, expense (including reasonable defense cost), cost, liability, damage, claim, action or suit, including but not limited to any personal injuries, death, or property damage, arising directly out of: 1) the negligence or wrongful acts or omissions of Sponsor or its Representatives, 2) any defect, deficiency, malfunction, hazard or adverse reactions in or resulting from the Drug or any equipment and supplies provided or manufactured by Sponsor in connection with the Services, and 3) any material breach by Sponsor or its Representatives of any of its obligations or duties under this Agreement.

10.2 **CRO's indemnification**. CRO shall defend, indemnify, and hold harmless Sponsor and its Representatives from any loss, expense (including reasonable defense cost), cost, liability, damage, claim, action or suit arising directly out of: 1) the negligence or wrongful acts or omissions of CRO or its Representatives and 2) any material breach by CRO or its Representatives of any of its obligations or duties under this Agreement.

10.3 **Limitations**. Section 10.1 and 10.2 are subject to the following limitations:

a) In no event shall any Party be liable for any incidental, consequential, special, or punitive damages, including but not limited to loss of revenue or profit.

b) In no situation the indemnification to which CRO would be held responsible towards Sponsor pursuant to Section 10.2 shall exceed three million dollars ($US 3,000,000).

c) If Sponsor does not receive the required approval for a Drug by any drug administration or regulatory body and this failure to obtain approval is directly caused by CRO's negligence, fault, or misconduct in providing the Services, Sponsor shall allow CRO to resume the Services at CRO's own expenses. If Sponsor chooses to resume the Services with a third party, CRO shall be responsible to refund only the expenses that it would have engaged itself to resume the present Services.

10.4 **Notifications**. Any indemnified Party will promptly notify the indemnifying Party of any claim as to which indemnified Party intends to seek indemnification from indemnifying Party. Each Party shall fully cooperate with the other Party in defending any claim as to which a notice of intent to seek indemnification is provided and will make no compromise or settlement without the prior written approval of the other Party.

10.5 **Medical expenses**. Sponsor shall reimburse each Subject for any reasonable and necessary medical expenses incurred for any medical care, including hospitalization, required as a result of Drugs following their administration or use in accordance with the Protocol, to the extent such expenses are not covered by the Subject's medical or hospital insurance coverage and are in no way attributable to the gross negligence or intentional misconduct of CRO or its Representatives. The Parties agree that (a) medical care for the natural progression of an underlying pre-existing condition and (b) alleged lack of efficacy of Drug are not covered under this Section.

11. INSURANCE

11.1 **CRO insurance.** CRO represents that it carries professional liability insurance for a limit up to five million dollars ($US 5,000,000). To the extent any work is performed in the United States, worker's compensation insurance in the amount of one million dollars ($US 1,000,000) shall be maintained.

11.2 **Sponsor insurance**. Sponsor represents that it carries general liability and product liability insurance coverage for a sufficient limit to cover Sponsor's total liability under this Agreement. Sponsor warrants that, in addition to its liability insurance, it has the financial capacity to compensate any claim for which it is responsible that may exceed the coverage of its insurance policy. The insurance policy shall be valid in Canada if Studies are performed in Canada and/or valid in the United States if Studies are performed in the United States and have a limit of

at least five Million Dollars ($US 5,000,000). Upon signature of this Agreement, Sponsor shall furnish a certificate of insurance acceptable to CRO indicating the required coverage. Sponsor will promptly notify CRO of any notice of cancellation or non-renewal of, or material change in, or claim against, its insurance coverage.

12. AUDIT

12.1 **Visits**. Upon reasonable notice, Sponsor and its Representative may visit and inspect the CRO facilities during CRO's business hours in order to maintain current and personal knowledge of the conduct of Services through review of the records, comparison with source documents, observation, and discussions. CRO will fully cooperate in any monitoring, audit, or inspection by a regulatory agency in connection with the provision of Services.

12.2 **Inquiries**. CRO agrees to answer in a timely manner any questions coming from regulatory authorities and/or Sponsor which are Services-related and within the original scope of work. Following completion of the Services, CRO reserves the right to request compensation for any additional analysis or additional supporting documents required by regulatory authorities and/or Sponsor.

13. TERM, TERMINATION, SUSPENSION AND POSTPONEMENT

13.1 **Term**.

a) This Agreement shall enter into force on the Effective Date and shall continue thereafter, unless terminated by both Parties, in which case the rights and obligations under this Agreement shall remain in full force and effect until the date of acceptance by Sponsor of final report, or final deliverable if no report.

b) The anticipated first dose administration of the Drugs is November 4, 2021.

13.2 **Termination by Sponsor**. Sponsor may terminate this Agreement, effective upon written notice to CRO:

a) if the execution of the Services is no longer of technical or commercial interest.

b) if CRO breaches this Agreement or the Protocol in a way that impacts the Services, and (i) such breach is incapable of cure, or (ii) with respect to a breach capable of cure, CRO does not cure the breach without thirty (30) days after receipt of written notice of such breach.

13.3 **Termination by any Party.** Any Party may, acting reasonably, terminate this Agreement effective upon written notice to the other Party if any safety issue arises or in order to comply with any law, regulation, or decision of any judicial authority.

13.4 **Consequences**. In the event of termination:

a) Sponsor shall reimburse CRO all incurred fees for Services performed and expenses and costs incurred prior to the termination, including non-cancellable obligations incurred prior to such termination. Such fees, expenses and costs shall include, but not be limited to administrative expenses, items procured, Services undertaken, and all non-cancellable obligations incurred specifically for the Services (e.g., animal purchases and animal expenses, including animal disposition, as well as specialized supplies and/or equipment.)

b) For clinical and clinical related services, the following costs outlined above shall apply and the following termination/ postponement fees:

Days before dosing	**Postponement/Termination Fees**	
More than 42 days	0%	Of total Study Fee (less Subject Stipends and less bioanalytical fees)
29 to 42	5%	
15 to 28	10%	
8 to 14	20%	
1 to 7	30%	

c) If the Study is terminated prematurely because the Study is no longer of technical or commercial interest by the Sponsor after the dosing date, then the Sponsor will pay to the CRO the costs related to pre-study activities and completed study activities plus 60% of total study cost (minus Bioanalytical Operations & Volunteer Indemnification).

13.5 **Suspension for safety**. CRO shall be entitled to suspend the Services without notice and without engaging its liability for such suspension if, to its reasonable opinion, there is a safety issue arising which can affect the safety of the Subjects. If it occurs that the suspected danger is averted, the suspension will end, and the Services will be resumed. If it occurs that the suspected danger is confirmed, the suspension will end and either Party will be enabled to terminate the Services as per Section 13.3.

13.6 **Postponement by Sponsor**. Sponsor may postpone the Services, provided that Sponsor pays postponement fees in the same amount as terminations fees set forth in Section 13.4.

13.7 **Pass-through Costs**. Upon early termination of this Agreement in accordance with Section 13.2 or 13.3, CRO will invoice to Sponsor all unavoidable Pass-through Costs that were incurred up to termination.

13.8 **Payment terms**. Invoicing for any incurred fees, termination fees, postponement fees and Pass-through Costs shall be paid by Sponsor in accordance with Section 0.

13.9 **Impact on Study**. Immediately upon receipt of a written notice of termination by Sponsor, CRO shall promptly stop entering Subjects into the Study and shall cease conducting procedures on Subjects already entered in the Study, provided that CRO shall complete Study procedures for any Subject as to whom it determines in his sole discretion that completion is medically necessary. Upon payment in accordance with Section 4.2, CRO shall, upon request, furnish to Sponsor all case report forms, either completed or uncompleted, up to the date of the Study termination, as well as all other Study materials.

14. ASSIGNMENT AND SUBCONTRACTING

14.1 **Affiliates**. This Agreement and all rights and obligations hereunder, shall not be assigned by either Party without the prior written consent of the Parties hereto. Notwithstanding the foregoing, CRO may assign, transfer, delegate, and subcontract all or any part of the portion of the Services to any of its Affiliates. In such case, such Affiliate shall (i) abide by the terms and conditions of this Agreement and (ii) be entitled to the rights and benefits of CRO under this Agreement, including the right to enforce any terms of this Agreement.

14.2 **Subcontractors**. Sponsor acknowledges and accepts that CRO may subcontract or delegate the performance of all or part of the Services under this Agreement to a third-party subcontractor, provided that such subcontractor perform such activities in a manner consistent with the terms and conditions in this Agreement and that CRO shall remain liable for the subcontractor's performance.

15. MISCELLANEOUS

15.1 **Entire Agreement**. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter, except any confidentiality agreement still outstanding between the Parties, which shall complete the provisions of this Agreement.

15.2 **Relationship between the Parties**. CRO shall perform all the Services as an independent contractor. Neither CRO nor Representatives are employees, partners, representatives, or joint venturers of or with Sponsor, and nothing in this Agreement shall be construed to create such a relationship. CRO shall be solely responsible for the manner and working hours in which it will perform the Services. It is the intention of the Parties that no form of legal agency relationship be created between the Parties and nothing in this Agreement shall be deemed to create in either Party the right or authority to incur any obligation on behalf of the other Party or to bind such other Party in any way whatsoever except in accordance with the terms of this Agreement.

15.3 **Notices**. All written notices from one Party to the other under this Agreement are sufficient as sent by email, unless otherwise specified in the Protocol or otherwise requested by Sponsor.

15.4 **Force majeure**. Neither Party shall be held liable for non-fulfilment or delayed performance of the Agreement or part thereof due directly or indirectly to any cause outside the reasonable control of either Party, and which the affected Party was unable to foresee at the time of the signing of this Agreement; provided that: (a) notice of its inability to perform and the causes thereof shall be provided immediately by the affected Party to the other; and (b) if such inability to perform shall continue for a period of three (3) months, the other Party shall have the right to terminate this Agreement by written notice at any time thereafter.

15.5 **Severability and waiver**. The invalidity, illegality or unenforceability of any term or provision of this Agreement shall not affect the validity, legality or enforceability of any other term or provision hereof. No waiver by any Party of any provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiting. Except as set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be so construed as a waiver thereof, nor shall nay single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.6 **Amendment**. The Agreement may not be modified or amended except by a written agreement signed by both Parties.

15.7 **Successor and assigns**. This Agreement will be binding upon each Party and their permitted successors and assigns and will inure to the benefit of each Party and their successors and assigns.

15.8 **Survival**. The rights and obligations of the Parties set forth in Sections 0, 6, 7, 8, 9, 10, 11, 12, 13 and 15.9 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

15.9 **Governing Laws and forum.** This Agreement is governed by and construed in accordance with the laws of Delaware, without giving effect to any conflict of law principles. The Parties will use commercially reasonable efforts to settle all matters in dispute amicably and hereby agree that any dispute arising under this Agreement, or in connection with any breach thereof, shall be finally resolved through the courts of Delaware.

15.10 **Counterparts**. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Signatures to this Agreement delivered by facsimile or similar electronic transmission (e.g., Portable document format (PDF)) shall be deemed as binding as the original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized representatives.

EIGER PHARMACEUTICALS, INC.

By: Sriram Ryali

Name: Sriram Ryali

Title: CFO

Date: October 12, 2021

ALTASCIENCES CLINICAL KANSAS, INC.

By: DocuSigned by: Corey Johnson 0C02D3B8D53E4F4...

Name: Corey Johnson

Title: Paralegal

Date: 10/11/2021

ALTASCIENCES CLINICAL KANSAS, P.A.

By: DocuSigned by: Patti Von Arb E8094D198F8C4D3...

Name: Patti Von Arb

Title: Secretary

Date: 10/11/2021

SCHEDULE I– QUOTE

Budget Summary	$ USD
Clinical Activities	**1,383,913**
Support Services	**164,405**
Sub-Total	**1,548,318**
Discount	**(128,000)**
Other Study Prices	**0**
Pass Through	**546,544**
Total	**1,966,862**
Estimated Covid Fees	**99,100**
Total Including Estimated Covid Fees	**2,065,962**

Budget Details	$ USD
Clinical Activities	**1,383,913**
Screening Per Subject Cost	1,003
Treatment Phase Per Subject Cost	18,095
Number of Subjects	64
Per Subject Cost Subtotal	***1,222,252***
Clinical Start-Up Prices	97,458
Estimated Screen Failures	64,203
TOTAL CLINICAL BUDGET	**1,383,913**
Screen Failures Per Subject Cost	1,003
Number of Screen Failures (estimated)	64
Screen Failures Total Cost	***64,203***
Clinical Start Up Costs	**97,458**
ISF build, maintain and archive	3,576
Informed Consent Clinical Review	1,669
Regulatory Document Preparation	1,112
Source Doc Prep	1,112
Pharmacy Fees	7,957
Subject Recruitment	10,000
Study Start-Up Fee	11,124
Data Entry-CRFs	6,674
Study Close Out	1,112
Document Retention	1,112
Clinical Study Management	35,000
Dual Enrollment Prevention (includes 1 setup, additional setups to be charged at initial price)	834
Shredding (Shred-it)	556
Hazardous Waste Disposal	556
Meetings	2,225
Query Resolution Management	3,337
Administrative Fee	9,500
Clinical Pass Through Costs	**546,544**
Shipping	Passthrough
Electronic data transfer (local lab)	2,781
Local Lab Setup Fee (Not to exceed)	1,669
Supplies	5,000
Advertising (Not to exceed $50,000)	50,000
IRB - Initial Review	3,805
IRB-amendments (per amendment)	805
Reconsent Fee (billed per reconsent performed $75)	4,800
Estimated Subject Stipends	425,600
Study specific procurement/storage (i.e. IP, study drug, rescue meds, specific supplies, sample storage, etc.)	5,000
Subject Contingency Fee (Backups, Rescreens, Repeat Visits, Required Unscheduled Visits, Etc.) (Estimate 3 subjects per	47,084
Support Services	**164,405**
ICF and Regulatory Development	4,000

Costs to be incurred due to the COVID-19 pandemic: necessary measures/precautions are required to ensure the safety of all staff, volunteers, vendors, and clients (e.g., PPE, test kits, sanitation measures, adapted processes supporting social distancing, etc.). Due to the fluid nature of events, associated costs are being determined on an ongoing basis, based on information available at this time. Estimated study specific costs will be communicated to our sponsors upon clarification.

Assumptions
- Screen Failures will be reimbursed for procedures performed for subjects that fail. A screen failure is a subject who has provided written consent and who fails to meet the screening visit(s) criteria and is thus not eligible for enrollment in the Study. Additional screen fails to be discussed with sponsor and charged as passthrough.
- Dropped Subjects will be reimbursed for visits completed by the subject prior to dropping from enrollment in the Study. A Dropped subject is a subject who enrolled in the Study, but has Dropped from participation in the Study.
- Adverse Events - Altasciences will be reimbursed for reasonable and necessary medical expenses (net of any insurance coverage) incurred by study subjects for medical care, including hospitalization, in treatment of reactions directly or indirectly related to study drugs or devices administered in connection with the Protocol.

ICF Development	4,000
ICF Preparation	4,000

Assumptions
Note that preparation of 2 IRB submissions is included. Preparation of additional submissions will incur additional charges.
A single ICF is included with 1 round of review and additional documents or reviews will be charged.

Bioanalytical Operations	160,405
- Lonafarnib in Plasma (832 samples x 45.00 $ USD)	37,440
- Incurred Samples Lonafarnib in Plasma (84 samples x 45.00 $ USD)	3,780
- Moxifloxacin in Plasma (1408 samples x 45.00 $ USD)	63,360
- Incurred Samples Moxifloxacin in Plasma (121 samples x 45.00 $ USD)	5,445
- HM21 in Plasma (832 samples x 55.00 $ USD)	45,760
- Incurred Samples HM21 in Plasma (84 samples x 55.00 $ USD)	4,620
Assumptions	
Plasma sample storage Prices are to be invoiced separately, if applicable, as contract/agreement.	

Activity Prices:

					Procedure Schedule According to Protocol														
Protocol Activity	Procedure Price	Total Procedures	Price per Subject	Screening	Day -2 Check-In	Day -1 Baseline	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	Day 11	Day 12 D/C	Day 25 F/U
Informed Consent	53.05	1	53.05	1															
Confirm Inclusion/Exclusion Criteria	37.13	2	74.26	1	1														
Demographics	26.52	1	26.52	1															
Medical History	53.05	3	159.14	1	1	1													
Cotinine Screen	11.67	1	11.67	1															
Complete Physical Examination	79.57	4	318.27	1	1													1	1
eGFR	25.95	1	25.95	1															
Vital Signs	26.52	27	716.11	1	1	1	2	2	2	2	2	2	2	2	2	2	2	1	1
Height/Weight/BMI	21.22	1	21.22	1															
Weight Only	10.61	3	31.83	1														1	1
Temperature	10.61	18	190.96	1	1	1	2	1	1	1	1	1	1	1	1	1	2	1	1
Pregnancy Test	25.95	4	103.78	1	1													1	1
Serology (HIV & Hepatitis)	162.15	1	162.15	1															
FSH	64.86	1	64.86	1															
12-Lead ECG - single	74.26	16	1,188.21	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Drug Screen including Alcohol (Urine)	51.89	2	103.77	1	1														
Chemistry	29.18	4	116.73	1	1													1	1
Hematology (CBC)	25.94	4	103.77	1	1													1	1
Urinalysis	29.18	4	116.73	1	1													1	1
LNF or Placebo	53.05	20	1,060.90				2	2	2	2	2	2	2	2	2	1	1		
Moxifloxacin or Placebo	53.05	2	106.09				1										1		
PK Sampling (LNF, HM21 & Moxifloxacin)	21.22	48	1,018.46				10	1								22	12	3	
Cardiodynamic Monitoring (Holter)	265.23	4	1,060.90			1	1									1	1		
12-Lead ECG - triplicate	116.70	11	1,283.69				1	1	1	1	1	1	1	1	1	1	1		
Safety Officer (Holter)	77.25	4	309.00			1	1									1	1		
Serology (syphilis)	37.11	1	37.11	1															
COVID Test	-	1	-		1														
ECG Extractions	25.00	44	1,100.00			11	10	1								11	10	1	
Randomization	26.52	1	26.52			1													
Con Meds/Adverse Events	26.52	16	424.36	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Admission/Discharge Fee	53.05	2	106.09		1													1	
Quality Control	106.09	1	106.09				1												
Bed Fee	166.86	13	2,169.18		1	1	1	1	1	1	1	1	1	1	1	1	1		
Meals	22.95	38	872.10		1	3	3	3	3	3	3	3	3	3	3	3	3	1	
Staffing Fee	111.24	15	1,668.60		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Investigator Fee	111.24	15	1,668.60		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Subject Stipend (screening)	150.00	1	150.00	1															
Subject Stipend (inpatient)	375.00	13	4,875.00		1	1	1	1	1	1	1	1	1	1	1	1	1		
Subject Stipend (outpatient)	225.00	1	225.00																1
Completion Payment	1250.00	1	1,250.00																1
Subtotal			23,106.68																
Overhead	15%		2,491.00																
Total Protocol Price Per Subject			25,597.68	1,153.18	1,462.61	1,862.12	2,467.79	1,400.38	1,347.23	1,347.23	1,347.23	1,347.23	1,347.23	1,347.23	1,347.23	2,533.14	2,333.59	834.30	2,119.95

COVID-19 Additional Study Costs

Protocol Activity	Procedure Price	Total	Price per Subject	Procedure Schedule According to Protocol: Screening	Day -2 Admit	Day -1 in-house	Day 1 in-house	Day 2 in-house	Days 3-4 in-house	Day 5 in-house	Day 6 in-house	Days 7-9 in-house	Day 10 in-house	Day 11 in-house	Day 12 D/C	Day 25 OV/EO
COVID-19 PCR test per subject with 24 hr TAT (inc supplies) per subject	100.00	1	100.00		1											
PCR collection Fee (collection, processing, shipping) per subject	50.00	1	50.00		1											
COVID-19 Precaution fee (i.e. decontamination, extra janitorial, additional safety oversight, subject masks, etc.) per day per subject	30.00	14	412.50	0.25	1	1	1	1	2	1	1	3	1	1	0.25	0.25
Additional Subject Stipend (social distancing suite sequestering fee per day per subject)	25.00	13	325.00		1	1	1	1	2	1	1	3	1	1		
Additional staff PPE fee (masks, shields, lab coats, time to perform temp & questionnaires, garbing/degarbing, etc.) per day per subject	30.00	14	412.50	0.25	1	1	1	1	2	1	1	3	1	1	0.25	0.25
	Additional Fee per Subject		1,300.00	15.00	235.00	85.00	85.00	85.00	170.00	85.00	85.00	255.00	85.00	85.00	15.00	15.00

# of subjects	64	$ 83,200.00
Total Monthly Fee (est 3 months)	25	$ 9,000.00
Estimated other fees (i.e. Remote monitoring)		6,900.00
COVID-19 Additional study costs		$ 99,100.00

Additional One-time or other study fees
Monthly Staff COVID-19 PCR testing fee -(# of staff @ $120/per test) - est 25 staff - $3,000/month
Remote Monitoring (if required) $75/per hour ($1.25/per page)

ROLES AND RESPONSIBILITIES

16. TRANSFER OF RESPONSIBILITIES

The table below describes the activities that would be performed for this study with Eiger, and Altasciences' responsibilities identified.

X = Primary Responsibility; (x) = Secondary Responsibility;
A = Approve; R = Review

TASK	Eiger/RRD	Altasciences	N/A
Project Management			
External project meeting: attendance		X	
Prepare/maintain communication plan	X		
Manage project budgets and contracts		X	
Lead project team meetings (internal team meetings)		X	
Plan and execute kick-off meeting(s)	X		
Manage subcontractors and 3rd party vendors	X		
Build and maintain study Trial Master File (e-TMF)	X		
Protocol and Amendments			
Design and write study protocol	X		
Review and approve study protocol	X	R	
Investigator Brochure			
Develop, write, and maintain	X		
Informed Consent Form (ICF)			
Write ICF		X	
Review and approve ICF	X		
Regulatory Submissions and Approvals			

X = Primary Responsibility; (x) = Secondary Responsibility;
A = Approve; R = Review

TASK	Eiger/RRD	Altasciences	N/A
Institutional Research Board (IRB) package preparation and submission		X	
United States Food and Drug Administration (USFDA) IND package preparation and submission	X		
USFDA IND management	X		
Investigational Product			
Provide feedback of label text		X	
Label study drug for shipment	X		
Provide study drug	X		
Source comparator drug(s)	X (placebo)		
Label study drug for dispensing		X	
Return and/or destruction of (un)used study drug	X	X	
Study Conduct			
Build and maintain Investigator Site File (ISF)		X	
Review and approval of advertisements	X		
Subject recruitment and screening		X	
Study execution per protocol, ICH/GCP, Site(s) and Sponsor SOPs and all applicable guidelines		X	
Provide 24-hour Serious Adverse Event (SAE) reporting to sponsor and IRB		X	
Data entry of CRFs		X	
Provide medical oversight (by PI)		X	
Review SAE reports from sites	X		
SAE reporting to regulatory authorities	X		
Bioanalysis			
Bioanalytical plan		X	
Review and approve Bioanalytical Plan	X		
Method development or transfer		X	
Method validation		X	
Sample analysis (2 analytes)		X	
Sample processing instructions		X	
Data Management (DM)	X		
Biostatistics	X		
Pharmacokinetics (PK) / Pharmacodynamics (PD)	X		

X = Primary Responsibility; (x) = Secondary Responsibility;
A = Approve; R = Review

TASK	Eiger/RRD	Altasciences	N/A
Clinical Study Report (CSR)	X		
External Vendor Support			
Clinical Site Monitoring (RRD)	X		
ERT cardiac core lab	X		

ALTASCIENCES

Sample Storage Fees for Studies EGE-P1-182 and EGE-P9-697

Sponsor	NA		
BD Representative	NA		
Version Number	NA	Study Code	NA
Description			**$USD**
EGE-P1-182 (EIG-LNF-021) - PK/TK - LBA - GLP Sample Analysis - Sample Storage fees of Human Plasma			
- Sample Storage fees of Human Plasma	(1,794 samples x $0.50 x 35 months)		31,395
		BIOANALYTICAL ACTIVITIES	31,395.00
		SUBTOTAL	**31,395.00**
EGE-P9-697 (EIG-LNF-022) - PK/TK - LBA - GLP Sample Analysis - Sample Storage fees of Human Plasma			
- Sample Storage fees of Human Plasma	(6,981 samples x $0.50 x 14 months)		48,867
		BIOANALYTICAL ACTIVITIES	48,867.00
		SUBTOTAL	**48,867.00**
		SUB-TOTAL :	**80,262.00**
		Total :	**80,262.00**

Program Assumptions (Please note it may have an impact on final project cost)

- This quotation is valid for 90 days from January 30, 2025 and is subject to change depending on method complexity/scope modification, confirmation of the analytical range, and/or upon finalization of the Protocol.
- Please note that the Sponsor shall notify CRO if any of the compounds to be handled have potential risks for personnel. If there are potential risks then safe handling procedures shall be discussed. If such procedures are not in place, CRO may implement these safe handling procedures or decline the work as appropriate.
- If any of the services mentioned in above quote are extended beyond one year from the date of the contract signature, CRO reserves the right to apply a 5% price increase.
- Sample shipments to CRO from various sites will be the responsibility and at the cost of the Sponsor (using the Sponsor's preferred courier service and related account number).
- If additional sample management, sample treatment/aliquoting at the laboratory, material management and/or reference standard support is required additional fees would apply. If additional kit supplies are required from CRO for sample collection, processing and transport (e.g. transport tubes, vacutainers, syringes, etc.), fees per the exact materials required would apply.