

Fill in this information to identify the case:

Debtor Tricida, Inc.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 23-10024

**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

<p>1. Who is the current creditor?</p>	<p><u>DeVaughn Edwards</u> Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor <u>N/A</u></p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p><u>DeVaughn Edwards</u> <u>DeVaughn Edwards</u> <u>5514 Garden Arbor Dr</u> <u>Lutz, FL 33558, United States</u></p> <p>Contact phone <u>732-895-7831</u></p> <p>Contact email <u>devaughn@gmail.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>Contact phone _____</p> <p>Contact email _____</p>
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



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: 2422 ____

7. How much is the claim? \$ 3000. 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.
Fees for consulting services

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: _____



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.

<input type="checkbox"/> No		
<input checked="" type="checkbox"/> Yes. Check all that apply:		Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).		\$ _____
<input checked="" type="checkbox"/> 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).		\$ <u>1500</u>
<input checked="" type="checkbox"/> 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).		\$ <u>1500</u>
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).		\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).		\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(<u> </u>) 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 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 02/10/2023
MM / DD / YYYY

/s/DeVaughn Edwards
Signature

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

Name DeVaughn Edwards
First name Middle name Last name

Title President

Company FDAID LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic 866-476-0898 | International 001-310-823-9000

Debtor: 23-10024 - Tricida, Inc.		
District: District of Delaware		
Creditor: DeVaughn Edwards DeVaughn Edwards 5514 Garden Arbor Dr Lutz, FL, 33558 United States Phone: 732-895-7831 Phone 2: Fax: Email: devaughn@gmail.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor: N/A	Amends Claim: No Acquired Claim: No	
Basis of Claim: Fees for consulting services	Last 4 Digits: Yes - 2422	Uniform Claim Identifier:
Total Amount of Claim: 3000	Includes Interest or Charges: No	
Has Priority Claim: Yes	Priority Under: 11 U.S.C. §507(a)(4): 1500 11 U.S.C. §507(a)(7): 1500	
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: DeVaughn Edwards on 10-Feb-2023 5:31:38 p.m. Eastern Time Title: President Company: FDAID LLC		



CONSULTING AGREEMENT WITH FD-AID, LLC

FD AID, LLC CONSULTING CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") effective March 6, 2020 (the "Effective Date") is made between Tricida, Inc. (the "Company"), with an office at: 7000 Shoreline Court, Suite #20, South San Francisco, CA 94080 and FD AID, LLC Consulting (the "Consultant"), with an office at 5514 Garden Arbor Dr, Lutz, FL 33558 for the purpose of setting forth the exclusive terms and conditions by which Company desires to acquire Consultant's services on a temporary basis.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

1. Services:

(a) Company hereby retains Consultant, and Consultant hereby agrees to perform for Company, certain services (the "Services") assigned to Consultant by the Company for general regulatory compliance related to pharmaceutical or biological regulations ("GMPs"). These Services are to be performed by Consultant only at the specific request of Company and are subject to the limits specified. Consultant is responsible for providing the necessary equipment, tools, materials and supplies to perform the Services.

(b) Consultant agrees to keep Company updated, promptly upon Company's request, of any progress, problems, and/or developments of which Consultant is aware regarding the Services. Company shall have the right to require such updates in writing from Consultant in a format specified by Company or acceptable to Company in its sole discretion.

2. Project Payment:

(a) In exchange for the full, prompt and satisfactory performance of all Services to be rendered to Company hereunder, Company shall provide Consultant, as full and complete compensation for the Services rendered hereunder:

i. Short Term Fixed Assignment – Normal Fee Structure

Where the Company knows the project duration, FD-AID provides its services at a rate of US\$ 300.00 per man-hour (one person working for one hour) plus expenses, payable 85% thirty (30) days upon Company's receipt of FD-AID's initial invoice, with the remainder due on presentation of FD-AID 's report and final invoice.

ii. Long Term Assignment – Reduced Fee Structure

Where the Company can guarantee at least 20 working days consulting to FD-AID, from the date of signing this agreement, then FD-AID provides its services at a rate of US\$ 240.00 per person-hour, a reduction of 20% from its normal fees. Fees shall not exceed US \$38,400 without mutual written consent by both parties. Fees are payable thirty (30) days after Company's receipt of FD-AID's invoice detailing the services requested. Long-term assignments require payment of the full 20 days annual retainer, on the anniversary of this agreement to maintain the reduced fee structure (payable at the reduced fee rate in effect on the renewal date of the agreement).

iii. Retainer Based Assignment

Where the Company wishes to use FD-AID's services on an 'open-ended' project, or a project where the project duration cannot be precisely defined, FD-AID provides its services on a retainer basis at a rate of US\$ 300.00 per man-hour (one person working for one hour) plus expenses, not to exceed a payable suggested retainer of US\$ 15,000 without mutual written consent by both parties. Fees are payable thirty (30) days after Company's receipt of FD-AID's invoice detailing the services requested. As the retainer fee is used, FD-AID will bill the Company in further increments of US \$15,000 until project conclusion. [Note: A retainer of US \$15,000 is equivalent to about 6.25 person-days of work.] Work performed from FD-AID's Florida offices are billed in 6-minute (0.1 person-hour) increments.

Company Initials and Date: ds
GP March 6, 2020



Travel

Travel is charged at 50% of the hourly consulting fee for the actual travel time (including mandatory check-in times, flight times and layovers between flights, and land travel) incurred between our offices and either the site from which the work is performed in each direction to a maximum travel time in each direction of 8 hours for North American destinations; 12 hours to European, Caribbean, and Central American destinations; and 16 hours to Middle East, South American, African, and Asian destinations. [Note: where it is possible to perform Company work (e.g. writing trip reports) during return travel time, Company will not be double billed.]

Flights of less than five hours are charged at economy/tourist class fares, flights of five hours duration or more are charged at the business class fare (or at the first class fare if the business class fare is unavailable on the required flight date/routing); hotels selected are typically business class standard. For travel outside the United States/Canada, Company is expected to remit an advance on travel (a budget estimate will be provided based on the work requested by Company and will form an integral part of this agreement). Receipts to substantiate expenses are provided by FD-AID. In the event that any arranged flights are cancelled due to weather, discontinuance of service or any event that is not due to the cause of or initiated by Consultant, the Company agrees to reimburse in full the cost of the flight.

Travel in the Tampa/Orlando, FL area is charged at 50% of the hourly consulting rate, mileage expenses are charged based on the Internal Revenue Service (IRS) mileage reimbursement rates applicable on the dates of travel, and other miscellaneous expenses (e.g. parking fees) are charged at cost.

Where reports are required following a Company visit, they are typically made available within ten working days of the visit. Report generation typically takes about 3 hours to prepare for each day of Company Site visit.

Miscellaneous Expenses

Charged expenses include all travel and living costs incurred on trips outside the Tampa/Orlando, FL area; all long distance communications charges and other external resources requested by the Company (e.g., literature searches, meetings with government agencies, meeting with other Company consultants, etc.). Receipts to substantiate expenses can be provided by FD-AID. FD-AID bills Company monthly with payment by Company (including expense claims) due on receipt. Overdue invoices incur an interest charge of 1.75% per month (21% per year). All charges are in US Dollars net of all bank, transfer and exchange charges, and net of all local taxes (VAT, income tax, or other taxes).

Company shall pay such compensation and expenses within thirty (30) days of receipt of a monthly invoice from Consultant setting forth the Services performed (but Consultant will not submit invoices more often than monthly) and upon approval of such invoice by Company.

Work Permits

For assignments outside the United States of America, the Company accepts full responsibility for determining the need for and securing: all necessary visas, carnets, work permits, residence permits, or other similar government 'documentation', necessary for completion of the assignment by FD-AID personnel. Should government authorities deny entry to the country on arrival, or prevent FD-AID staff performing the assignment described in this agreement once on Site, FD-AID will be deemed to have fulfilled its commitments under the agreement and Company agrees to pay the entire amount due under the agreement, as if the agreement had been completed in full.

Company Initials and Date: DS
GP March 6, 2020



Force Majeur

In the event that disasters (natural or man-made); wars (declared or undeclared); terrorist action or epidemic diseases are deemed by either the United States Department of State, or the British Foreign and Commonwealth Office, to warrant the issuing of a "Travel Warning" published on their web sites impacting the Company Site; FD-AID shall be absolved of any requirement to complete the assignment at the Company Site. In such event, any refundable travel expenses and unused professional fees shall be refunded to the Company within 30 days.

Entire Agreement

This Agreement forms the entire understanding between the parties and any change or modification of the Agreement must be in writing, signed by both parties. This Agreement shall be deemed to be made in the State of Delaware, United States of America, and shall be construed and interpreted under the laws of Delaware USA, applicable to agreements performed in this state and country.

3. Nondisclosure:

(a) Consultant understands that, in connection with his engagement with Company, s/he may receive, produce, or otherwise be exposed to Company's trade secrets, business, proprietary and/or technical information, including, without limitation, business plans or projections, hardware and software designs or engineering techniques, software including listings, source code, screen formats and flow charts, inventions (whether patentable or not), know-how, show-how, research plans and projects, pricing policies, cost information, supplier and customer lists and contracts, manufacturing techniques, applications and service policies, financial and sales performance data, personnel information, and all derivatives, improvements and enhancements to any of the above (including those derivatives, improvements and enhancements that were created or developed by Consultant under this Agreement), in addition to all information Company receives from others under an obligation of confidentiality (individually and collectively "Confidential Information"). Confidential Information shall also include all other information considered to be confidential by the Company and all information which has not been made public.

(b) Consultant acknowledges that the Confidential Information is the sole, exclusive and extremely valuable property of Company. Accordingly, Consultant agrees to segregate all Confidential Information from information of other companies and agrees not to reproduce any Confidential Information without Company's prior written consent, not to use the Confidential Information except in the performance of this Agreement, and not to divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement. Upon termination or expiration of this Agreement for any reason, Consultant agrees to cease using and to return to Company all whole and partial copies and derivatives of the Confidential Information, whether in Consultant's possession or under Consultant's direct or indirect control.

(c) Consultant shall not disclose or otherwise make available to Company in any manner any confidential and proprietary information received by Consultant from third parties. Consultant warrants that his/her performance of all the terms of this Agreement does not and will not breach any agreement entered into by Consultant with any other party, and Consultant agrees, not to enter into any agreement, oral or written, in conflict herewith. In addition, Consultant recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use such information only for certain limited purposes. The Consultant agrees that he/she owes the Company and such third parties, during the term of the Consultant's relationship with the Company and thereafter, regardless for the reason for the termination of the relationship, a duty to hold all such confidential or proprietary information in the strictest of confidence and not to disclose such information to any person, firm or corporation (except as necessary in carrying out his/her work for the Company consistent with the Company's agreement with such third party) or to use such information for the benefit of anyone other than for the Company or such third party (consistent with the Company's agreement with such third party).

Company Initials and Date: DS
GP March 6, 2020



4. Ownership of Work Product:

(a) Consultant agrees to promptly disclose to Company any and all Work Product. "Work Product" includes without limitation any and all notes, drawings, designs, technical data, know how, works of authorship, firmware, software, ideas, improvements, inventions, material, information, work or product conceived, created, written or first reduced to practice by Consultant or jointly with others in the performance of the Services under this Agreement and/or resulting from use of Confidential Information Consultant agrees to assign and does hereby assign to Company all right, title and interest, including without limitation any copyright, mask work, patent, trade secret, trademark (including the good will associated therewith) or other intellectual property rights in and to the Work Product.

(b) Consultant hereby grants to Company under any and all intellectual property rights a non-exclusive, irrevocable, royalty free, and worldwide license to use all notes, works of authorship, ideas, designs, firmware, software, technical data, research, reports, and other such inventions not first developed by Consultant in the course of or resulting from the Services, but that are incorporated in any Work Product delivered by Consultant under this Agreement ("Background Material") including, without limitation, the right to make, have made, sell, offer for sale, rent, lease, import, copy, create derivative works, display, perform, and distribute the Background Material.

(c) Consultant further agrees at the request and cost of the Company:

(i) to apply for, obtain, register and vest in the name of the Company alone (unless the Company otherwise directs) patents, copyrights, mask works, trademarks or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same, and

(ii) to defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceedings or petitions or applications for revocation of such patent, copyright, mask work, trademark or other analogous protection.

(d) Consultant also agrees, at the request and cost of Company, to promptly sign, execute, make and do all such deeds, documents, acts and things as Company may reasonably require or desire to perfect Company's entire right, title, and interest in and to any Work Product and/or Background Material. Consultant agrees that if Company is unable because of Consultant's unavailability, dissolution, or for any other reason, to secure the signature of an authorized agent of Consultant to apply for or to pursue any application for any United States or foreign patents, mask work, copyright or trademark registrations covering the assignments to Company above, then Consultant hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Consultant's agent and attorney in fact, to act for and in Consultant's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright, mask work and trademark registrations thereon with the same legal force and effect as if executed by an authorized agent of Consultant.

(e) Consultant warrants that he has good and marketable title to the Background Material and Work Product and that he shall not knowingly incorporate into any Work Product any material that would infringe any copyright, trade secret, trademark or other intellectual property rights of any person or entity. Consultant further warrants that the Background Material and Work Product shall be free and clear of all liens, claims, encumbrances or demands of third parties, including any claims by any such third parties of any right, title or interest in or to the Background Material and/or Work Product arising out of any patent, trade secret, copyright or other intellectual property right. Consultant shall indemnify, defend and hold harmless the Company and its customers from any and all liability, loss, cost, damage, judgment or expense (including reasonable attorney's fees) resulting from or arising in any way out of any such claims by any third parties, and/or which are based upon, or are the result of any breach of, the warranties contained in this Section 4. In the event of a breach of the warranties set forth in this Section 4, in addition to all other remedies available to Company, Consultant shall, at no additional cost to Company, replace or

Company Initials and Date: DS
GP March 6, 2020



modify the Work Product within a reasonable time, with a functionally equivalent and conforming Work Product at his own expense, or obtain for Company the right to continue using the Work Product and in all other respects use his best efforts to remedy the breach.

5. Indemnification/Release:

(a) Consultant agrees to take all necessary precautions to prevent injury to any persons (including employees of Company) or damage to property (including Company's property) during the term of this Agreement, and shall indemnify, defend and hold harmless Company, its officers, directors, shareholders, employees, representatives and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or expense (including reasonable attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of Consultant in the performance or failure to fulfill any Services or obligations under this Agreement.

(b) Consultant further agrees that any breach of Sections 3, 4 or 6 hereof by Consultant will cause irreparable harm to Company and that in the event of such breach or threatened breach, Company shall have, in addition to any and all remedies of law and those remedies stated in this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of Consultant's obligations hereunder.

6. Termination: This Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days written notice. In the event of termination, Consultant shall, upon request, perform such work as may be requested to transfer work in process to the Company or to a party designated by the Company. The parties further agree that any termination of this Agreement will not release nor discharge Consultant from his or her obligations as specified in Sections 3, 4, 5, 6, 7, 8 or 9.

7. Independent Contractor:

(a) Company and Consultant expressly agree and understand that Consultant is an independent contractor and nothing in this Agreement nor the services rendered hereunder is meant, or shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Accordingly, Consultant acknowledges and agrees that Consultant shall not be entitled to any benefits provided by the Company to its employees. In addition, Consultant shall have sole and exclusive responsibility for the payment of all federal, state and local income taxes, for all employment and disability insurance and for Social Security and other similar taxes with respect to any compensation provided by the Company hereunder. Consultant shall assume and accept all responsibilities which are imposed on independent Consultants by any statute, regulation, rule of law, or otherwise. Consultant is not the agent of Company and is not authorized and shall not have the power or authority to bind Company or incur any liability or obligation, or act on behalf of Company. At no time shall Consultant represent that he is an agent of the Company, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those of the Company.

(b) While Company is entitled to provide Consultant with general guidance to assist Consultant in completing the scope of work to Company's satisfaction, Consultant is ultimately responsible for directing and controlling the performance of the task and the scope of work, in accordance with the terms and conditions of this Agreement. Consultant shall use his best efforts, energy and skill in his own name and in such manner as he sees fit.

Company Initials and Date: DS
GP March 6, 2020



8. Restriction on Solicitation:

During the term of this Agreement and for a period of one (1) year commencing on the expiration of this Agreement, Consultant shall not, directly or indirectly, alone or as a partner, joint venturer, consultant, Consultant, lender, officer, director, employee, stockholder or investor of any entity, employ or knowingly permit any company or business organization directly or indirectly controlled by Consultant to employ any person who is or was an employee, agent, representative or consultant of the Company at any time during the term of this Agreement or during the period of one year prior to or thereafter, or in any manner seek to solicit or induce any such person to leave his or her employment with the Company or assist in the recruitment or hiring of any such person, except as otherwise agreed to by the parties hereto.

9. General:

(a) This Agreement does not create an obligation on Company to continue to retain Consultant beyond its term. This Agreement may not be changed unless mutually agreed upon in writing by both Consultant and Company Sections 3, 4, 5, 6, 7, 8 and 9 shall survive the termination of this Agreement regardless of the manner of such termination. Any waiver by Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

(b) Consultant hereby agrees that each provision herein shall be treated as a separate and independent clause, and the enforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. Consultant shall maintain in full force and effect all necessary licenses, permits, and approvals required by applicable law to carry out its obligations under this Agreement before starting the Services, Exhibit A, is incorporated herein by reference

(c) Company shall have the right to assign this Agreement to its successors and assigns and this Agreement shall inure to the benefit of and be enforceable by said successors or assigns. Consultant may not assign this Agreement or any rights or obligations here under without the prior written consent of Company and this Agreement shall be binding upon Consultant's heirs, executors, administrators and legal representatives. This Agreement and all aspects of the relationship between the parties hereto shall be construed and enforced in accordance with and governed by the internal laws of the State of Florida without regard to its conflict of laws provisions.

Payment can be made either:

a. By a cheque from a United States bank (this means the name and address of a US bank appears on the face of the cheque) forwarded to: FDAID, LLC 5514 Garden Arbor Drive, Lutz, FL 33558

b. By bank wire transfer ("swift transfer"). If paying by wire transfer payment should be made out to:

FDAID, LLC	Account Number	8981 1181 2506
Bank of America	Bank SWIFT Code	BOFAUS3N
222 Broadway, New York, NY 10038	Wire Routing #	026009593

Company Initials and Date: DS
GP March 6, 2020

EXHIBIT A

DEBARMENT, TEMPORARY DENIAL OF APPROVAL, AND SUSPENSION (Section 306(k) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 335a and 21 U.S.C. 335b), or similar local law) and ELIGIBILITY TO PARTICIPATE IN FEDERAL HEALTH CARE PROGRAMS (as defined in 42 U.S.C. § 1320a-7b(f))

Each party hereby represents, warrants, and certifies that it:

- a) Has not been, nor is it presently debarred, by the Food Drug Administration, or FDA, pursuant to Section 306 of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §335a or b, or similar local law or convicted of a crime which could lead to debarment or disqualification under the Generic Drug Enforcement Act of 1992, or is a Sanctioned Entity, nor is it otherwise subject to restrictions upon submitting, or assisting in the submission of, a drug product application, or providing services in any capacity to a person that has an approved or pending drug product application, by the FDA or another regulatory agency pursuant to applicable law or regulation.
- b) Has not, and shall not, use the services of any employee or Subcontractor directly or indirectly to perform the Services under this Agreement if such person (to the best of its knowledge of the Party) has been or is presently debarred or any Third Party Vendor who (to the best of its knowledge) is or has been debarred by the FDA pursuant to Section 306 of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §335a or b, or similar local law, or is otherwise subject to restrictions upon the activities described under item a) by the FDA or another regulatory agency pursuant to applicable law or regulation.
- c) Has not been convicted of a criminal offense related to healthcare or excluded from participating in any "federal health care program," as defined in 42 U.S.C. § 1320a-7b(f), nor any other federal or state government payment program, and is eligible to participate in the foregoing programs.
- d) Will notify the other Party promptly if it, or any person directly or indirectly performing Services under this Agreement becomes debarred.
- e) FD-AID will notify Tricida if it becomes aware of credible evidence that bribery or corruption (including, but not limited to, improper payments to customs agents, healthcare professionals and government officials for licenses) occurred in connection with the Services provided to Tricida hereunder.



Until signed by both parties this agreement constitutes an offer of services and is valid as an offer of services for 30 days from the date of issue; once signed by both parties the agreement shall become open and binding, and become effective on the date of the last signature appended.

On behalf of FD-AID, LLC

DeVaughn Edwards
DeVaughn Edwards
President and Senior Consultant

MARCH 9, 2020
Date

TO BE COMPLETED BY COMPANY

If no payment selection is made below by initialing the appropriate payment-type box, it will be assumed that the Company desires FD-AID to work at its normal professional rate of US\$ 300/hour

We desire to contract at the normal professional fee of US\$ 300/hour. An initial payment will be made within 30 days upon Company's receipt of FD-AID's invoice detailing 85% of the estimated assignment amount and the advance on the estimated travel costs.

We desire to contract for a minimum of 20 days consulting, at the reduced professional fee rate of US \$240/hour. Attached is our prepayment of US\$ 38,400. We understand that if time is not used, there is no refund of professional fees.

We desire to contract on a retainer basis. Attached is our retainer payment of US\$ 15,000. We understand that as the retainer payment is depleted, we will be billed in increments of US\$ 15,000. If funds remain in the retainer account at the end of the assignment, FD-AID will reimburse the Company within 30 days.

On behalf of Company

DocuSigned by:
Geoff Parker
Signature ACE27A9B661D447...

March 6, 2020

Date

Geoff Parker

CFO & SVP

March 6, 2020

Name (print)

Date

Reviewed by Legal *JK* March 6, 2020

Approved by Finance *SP* March 6, 2020

Company Initials and Date: *GP* March 6, 2020



INVOICE

102422

FDAID, LLC

Bill To:
Tricida, Inc

Date: Oct 24, 2022

Payment Terms: Net 30

Due Date: Nov 23, 2022

Balance Due: \$3,000.00

Item	Quantity	Rate	Amount
20 OCT IMP Audit Agenda 1600 - 1800	2	\$300.00	\$600.00
24 SEP Audit of IMP (Israel) 0200-1000 (audit started at 9 am Israel time)	8	\$300.00	\$2,400.00

Subtotal: \$3,000.00

Tax (0%): \$0.00

Total: \$3,000.00

Notes:

Make all checks payable to:
FDAID, LLC
5514 Garden Arbor Drive
Lutz, FL 33558

or by wire:

Bank of America
222 Broadway, New York, NY 10038
Account Number 8981 1181 2506
Bank SWIFT Code BOFAUS3N
ACH Routing # 063100277
Wire Routing # 026009593

THANK YOU FOR YOUR BUSINESS!

Terms:

All amounts in USD

FW: GMP Audit Request For Tricida, Inc.

Inbox



Anu Arora <aarora@tricida.com>

Nov 10,
2022,
3:04 PM

to me, Angela

Hello DeVaughn,

Could you kindly provide the GMP audit report for **virtual audit was performed for Israel depot on 24Oct2022**. The Depot personnel have requested this multiple times.

Thanks,

Anu Arora | Senior Clinical Supply Chain Manager

TRICIDA | 7000 Shoreline Court, Suite 201 | South San Francisco, CA 94080
(415) 988-5414 | aarora@tricida.com

From: Escalona, Eduardo <Eduardo.Escalona@iconplc.com>

Sent: Friday, November 4, 2022 10:30 AM

To: Anu Arora <aarora@tricida.com>

Cc: Stankova, Iva <iva.stankova@iconplc.com>; Salerno Pimentel, Gabriella <Gabriella.SalernoPimentel@iconplc.com>

Subject: RE: GMP Audit Request For Tricida, Inc.

Dear Anu

Do you have any update about this request?

Kind regards

Eduardo Escalona

Manager, Global Logistics Coordination

Country Logistics Expert for Ecuador and Mexico

Global Logistics / Logistics Coordination

ICON Biotech Solutions (IBT)

Tel: +52 55 4122 6159

Mobile: +52 55 32329827

Eduardo.Escalona@iconplc.com

www.ICONplc.com



Powered by Healthcare Intelligence.



From: Escalona, Eduardo
Sent: miércoles, 26 de octubre de 2022 07:55
To: Anu Arora <aarora@tricida.com>
Cc: Stankova, Iva <iva.stankova@iconplc.com>; Salerno Pimentel, Gabriella <Gabriella.SalernoPimentel@iconplc.com>
Subject: GMP Audit Request For Tricida, Inc.

Dear Anu

Today, I received the confirmation from the Israel Local depot that a virtual audit was performed to IMP-CSS on 24Oct2022. This action was performed by: DeVaughn Edwards devaughn@gmail.com.

May I ask you if I could be included in the Audit result notification?

Kind regards

Eduardo Escalona
Manager, Global Logistics Coordination

Country Logistics Expert for Ecuador and Mexico
Global Logistics / Logistics Coordination
ICON Biotech Solutions (IBT)
Tel: +52 55 4122 6159
Mobile: +52 55 32329827
Eduardo.Escalona@iconplc.com
www.ICONplc.com



Powered by Healthcare Intelligence.



ICON plc made the following annotations.

This e-mail transmission may contain confidential or legally privileged information that is intended only for the individual or entity named in the e-mail address. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or reliance upon the contents of this e-mail is

strictly prohibited. If you have received this e-mail transmission in error, please reply to the sender, so that ICON plc can arrange for proper delivery, and then please delete the message.

Thank You,

ICON plc
South County Business Park
Leopardstown
Dublin 18
Ireland
Registered number: 145835

Angela Lee <alee@tricida.com>

Nov 10,
2022,
3:47 PM

to Troy, Ngozi, Anu, me

Hi Anu

Troy has indicated that all work with DeV Vaughn was completed so we should have what is necessary in our system.

Troy/Ngozi – do we have what Anu needs?

Angie