

Your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/Tricida>.

**Fill in this information to identify the case:**

Debtor Tricida, Inc.

United States Bankruptcy Court for the District of Delaware

Case number 23-10024

- Date Stamped Copy Returned
- No self addressed stamped envelope
- No copy to return

**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. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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.

**Part 1: Identify the Claim**

1. Who is the current creditor? COMAC Medical Ltd.  
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)

<p><b>Where should notices to the creditor be sent?</b></p> <p><u>Jeffrey M. Greilsheimer</u>  <u>Fox Horan &amp; Camerini LLP</u>  <small>Name</small>  <u>885 Third Avenue</u>  <small>Number Street</small>  <u>New York NY 10022</u>  <small>City State ZIP Code</small>  <u>USA</u>  <small>Country</small>                  Contact phone <u>212-480-4800</u>                  Contact email <u>jmgreilsheimer@foxlex.com</u></p>	<p><b>Where should payments to the creditor be sent? (if different)</b></p> <p><u>Slav Sachinski</u>  <u>Comac Medical Ltd.</u>  <small>Name</small>  <u>69 Bulgaria Blvd.</u>  <small>Number Street</small>  <u>Sofia 1404 Sofia</u>  <small>City State ZIP Code</small>  <u>Bulgaria</u>  <small>Country</small>                  Contact phone <u>+359.2.892.1000</u>                  Contact email <u>vladimir.goranov@comac-medical.com</u></p>
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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? \_\_\_\_\_

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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? \$ Please see attached Schedule A. 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. Please see attached Schedule A.

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

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Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_

Annual Interest Rate (when case was filed) \_\_\_\_\_ %

Fixed  Variable

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

11. Is this claim subject to a right of setoff?  No  Yes. Identify the property: \_\_\_\_\_

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

No

Yes. Check all that apply:

Amount entitled to priority

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

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

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 02/22/2023  
MM / DD / YYYY

Signature

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

Vladimir Goranov

Name

First name

Middle name

Last name

Title

Contract Manager

Company

Comac Medical Ltd.

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

Address

69 Bulgaria Blvd., Tower B, 7th Floor

Number

Street

Sofia

1404 Sofia

Bulgaria

City

State

ZIP Code

Country

Contact phone

+359.2.892.1000

Email [slav.sachanski@comac-medical.com](mailto:slav.sachanski@comac-medical.com)

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FEB 27 2023

KURTZMAN CARSON CONSULTANTS

**FOX HORAN & CAMERINI LLP**

885 THIRD AVENUE  
17TH FLOOR  
NEW YORK, NEW YORK 10022

ATTORNEYS AND COUNSELLORS  
AT LAW

TELEPHONE: (212) 480-4800  
TELECOPIERS: (212) 269-2383  
(212) 709-0248

February 24, 2023

**By FedEx**

Tricida, Inc. Claims Processing Center  
c/o KCC  
222 N. Pacific Coast Hwy., Ste. 300  
El Segundo, CA 90245

Re: *In re Tricida, Inc., Debtor*, Case No. 23-10024,  
United States Bankruptcy Court for the District of Delaware

To Whom It May Concern:

We represent Comac Medical Ltd. ("Comac") and write to submit Comac's claim in Tricida Inc.'s bankruptcy case pending in the United States Bankruptcy Court for the District of Delaware, Case No. 23-10024.

Accordingly, please find enclosed, a copy of Comac's claim on Form 410 including a rider with 10 exhibits.

In addition, we enclose a second copy of Form 410 and self-addressed stamped envelope. Please mark the Form 410 as received and return the marked copy to us in the enclosed envelope.

Thank you in advance for your attention to this matter.

Sincerely,

*/s/ Jeffrey M. Greilsheimer*

# SCHEDULE A

## **Schedule A to Comac-Medical Ltd. Proof of Claim**

Comac-Medical Ltd. ("Comac") has a longstanding relationship supplying services to Tricida, Inc. ("Tricida" or the "Debtor"). The details of Comac's claim are stated below.

### **Summary of Claim**

Comac submits the claim for €181,164.43, which has a value in United States Dollars of \$194,235.07, when converted at rate of €1 = \$1.07215 on the Petition Date.<sup>1</sup> Comac's claim arises under the parties' Master Services Agreement, dated July 9, 2018 (Exhibit 1), as implemented through the original work order, dated May 1, 2018 (Exhibit 2) and modified by the five amendments to that Work Order (Exhibits 3-7, respectively). The amount of Comac's claim is documented on two invoices: (1) Invoice No. 8198, issued on January 11, 2023 (Exhibit 8) and (2) Invoice No. 8199, issued on January 11, 2023 (Exhibit 9).

### **Continuing Claim**

In addition to the amounts stated above, the parties' Master Services Agreement requires Comac to continue providing services as requested by Tricida. Comac's services, to the extent provided after the Petition Date are classified as a post-petition administrative expense pursuant to 11 U.S.C. § 503(b)(1)(A). Comac hereby submits its claims for all such services that have been, or will be, requested after the Petition Date.

### **Reservation of Rights**

Comac expressly reserves all rights to amend, revise, supplement, expand, change or alter in any way, this Proof of Claim to the extent that it or its counsel and other professionals become

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<sup>1</sup> Support for the currency conversion rate is attached hereto as Exhibit 10.

aware of any additional or different information. Nothing in Comac's Proof of Claim shall be deemed to waive, restrict, limit, cap or in any other way define the extent of Comac's claims against the Debtors and their affiliates; Comac expressly states that it is submitting this Proof of Claim in respect of every service rendered to the Debtors or their affiliates at any time, whether or not identified in this Proof of Claim. Nothing in Comac's Proof of Claim shall be deemed to be an admission, limitation or otherwise may be used against Comac in any way.

**EXHIBIT 1**



**MASTER SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on this 9<sup>th</sup> day of July 2018 (the "Effective Date") by and between:

**Tricida, Inc.,**  
located at: 7000 Shoreline Court, Suite 201,  
South San Francisco, CA 94080, USA

and

**COMAC Medical Ltd.**  
Company ID: 103174683  
131 Odrin Str.,  
Sofia 1303  
Bulgaria

**WHEREAS**

I. **Tricida, Inc.** (hereinafter referred to as "SPONSOR") is an independent global pharmaceutical company, pursuing the development and commercialization of medicines.

II. **COMAC Medical Ltd.** (hereinafter referred to as "COMAC") is an international full service clinical research/site management company engaged in the business of monitoring, consulting services, bioanalysis, GxP auditing, Biometrics - statistics and data management for research and product development of pharmaceutical and diagnostic products.

SPONSOR and COMAC are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

III. SPONSOR will retain COMAC to provide contract clinical research services in connection with SPONSOR's clinical studies (each, a "Study") and COMAC will provide such services when requested pursuant to the terms and conditions of this Agreement;

THEREFORE, in consideration of the premises and the mutual promises and undertakings herein contained, the parties agree as follows:

**SECTION 1: SERVICES**

1.01: COMAC will provide the services for each Study as specified in any Work Order (the "Services"). The Services may include, but not be limited to, some or all of the following:

Clinical Trial Execution/Full Service

1.01.01. Early Phase Trials (I/IIa and BA/BE)

1.01.02. Interventional Phase II/III & IIIb/IV Trials

1.01.03. Non-Interventional Studies

1.01.04. Clinical Monitoring

1.01.05. Risk-based Monitoring

1.01.06. Site Start-Up

1.01.07. Regulatory Affairs

1.01.08. Performance of oversight Monitoring Visits

1.01.09. Project Management

1.01.10. Clinical Biostatistics

1.01.11. Clinical Data Management

1.01.12. Central and Bioanalytical Laboratory

1.01.13. Safety & Pharmacovigilance

1.01.14. Advisory Services

1.01.15. Clinical Trial Planning & Design

1.01.16. Site Management

1.01.17. Patient Recruitment Services

1.01.18. Patient Education

1.01.19. Independent Quality Assurance

1.01.20. PK/PD modeling

1.01.21. And any other activities as requested by SPONSOR in writing and as defined in the respective Work Order

The Services shall be governed by the terms and conditions of this Master Services Agreement (the "Agreement") and by the individual Work Orders (each a "Work Order") and any written amendments of this Agreement or Work Orders. A form of Work Order is attached to this Agreement as an Attachment I. In the event of inconsistencies between the body of this Agreement and a Work Order, the body of this Agreement shall prevail unless the terms of the Work Order specifically express the intent of the parties to override the body of this Agreement. Each Work Order is a separate written agreement between SPONSOR and COMAC, specifying the Services to be performed by COMAC and its Affiliates, including, without limitation, the assumptions, the deliverables, costs, payment schedule, and the time period for completion of components of the Services and such other matters as the Parties may agree. Upon execution, each Work Order shall be subject to all of the terms and conditions of this Agreement and deemed to be incorporated herein by reference.

1.02: Neither the Services nor any terms of a Work Order may be modified except as set forth in a written amendment to the applicable Work Order executed by SPONSOR and COMAC.

1.03: COMAC will provide the Services to SPONSOR in the following countries: Republic of Bulgaria and/or any other country indicated in the respective Work Order.

1.04: As required under Title 21 CFR Part 312.52 or such other substantially equivalent regulation as may be required by the applicable jurisdiction where a Study is conducted, including but not limited to Directive 2001/20/EC and Directive 2005/28/EC, the Parties shall document in writing the transfer by SPONSOR to COMAC of any of SPONSOR's responsibilities under Title 21 CFR Part 312, Subpart D or such other substantially equivalent regulation as may be required by the applicable jurisdiction where the Study is conducted. COMAC shall be responsible for compliance with such transferred obligations as contemplated under Part 312 and Applicable Laws and SPONSOR shall retain responsibility for those Part 312 obligations not expressly transferred. Except for those obligations expressly transferred from SPONSOR to COMAC, SPONSOR shall at all times be deemed to be the "sponsor" of each Study pursuant to the terms of Applicable Laws. Each Party shall provide such reasonable cooperation as the other may request in connection with the other Party's compliance with the applicable provisions of Part 312 related to the Services.

1.05: The terms of a Work Order may be amended or modified by mutual written agreement of COMAC and SPONSOR. SPONSOR may request changes to a Work Order or, if COMAC believes a change in the scope or scale of Services is necessary or advisable for reasons beyond the control of COMAC, COMAC shall so advise SPONSOR. In either case, the Parties will negotiate diligently and in good faith any proposed revisions and, upon agreement, execute a written Change Order ("Change Order") to the applicable Work Order within a reasonable amount of time. In the event COMAC provides additional services or expends resources at SPONSOR's written request and in strict accordance with SPONSOR's requirements, in the absence of a Change Order, SPONSOR will compensate and/or reimburse COMAC for all reasonable fees and reasonable costs incurred.

1.06: If SPONSOR desires to conduct a Study in one or more countries that require a local representative where SPONSOR does not have a local presence, and SPONSOR requests that COMAC or its Affiliate act as its agent for that purpose, and COMAC or a COMAC Affiliate has a local presence in the applicable jurisdiction, COMAC or the COMAC Affiliate, as the case may be, agree to serve as SPONSOR's agent solely for the purpose of fulfilling such local sponsor or representative duties. Any such agent acting as SPONSOR's local representative shall first enter into a Letter of Authorization and/or an Agency Agreement, as appropriate. Such Agency Agreement will include appropriate additional terms, including but not limited to, additional safety services, and an appropriate obligation of SPONSOR to indemnify COMAC for certain claims that may be incurred by COMAC.

1.07: In performing the Services, COMAC will use employees who are adequately trained, qualified and experienced to conduct the Services as specified in a Work Order. Upon SPONSOR's request from time to time, COMAC shall provide SPONSOR with the curriculum vitae for one or more such employees who are or will be performing Services hereunder. COMAC may review the qualifications of each such employee, and may from time to time review the Services performed by each such employee. SPONSOR may, in its sole discretion, direct COMAC not to assign a particular employee to perform Services or to discontinue an employee's assignment

hereunder. Notwithstanding the foregoing, SPONSOR shall not be permitted to make any such decision for any reason that violates any Applicable Laws. COMAC will promptly respond to any such request and provide a replacement, at its own expense, including, but not limited to Study-specific training, within a mutually agreeable timeframe.

COMAC shall allocate sufficient numbers of employees and work hours to the performance of the Services. COMAC shall not, under any circumstances, remove or transfer personnel or resources away from the performance of Services under this Agreement if doing so may reasonably result in COMAC's failing to meet any of the timelines or schedules set forth in each Work Order, except in such cases where such change in timelines or schedules are expressly permitted under the terms of this Agreement or are otherwise expressly agreed to in writing by SPONSOR.

In each Work Order, the Parties will designate certain COMAC employees as the "Core Team." COMAC agrees that, except for reasons that are not reasonably within COMAC's control (e.g., termination of employment or illness of a Core Team member), COMAC shall not reassign any Core Team member during the term of the applicable Work Order. If a change of a Core Team member becomes necessary, COMAC shall give SPONSOR at least ten (10) days' written notice. The Parties will work together in good faith to identify a replacement for the departing Core Team member and SPONSOR shall be permitted to review the background of the replacement personnel and approve such replacement personnel in advance, such approval not to be unreasonably withheld. COMAC also agrees that if a change of a Core Team members becomes necessary, the replacement personnel will be adequately trained by COMAC, at COMAC's expense, on all aspects of the applicable Work Order and Study in advance, and COMAC will bear all reasonable costs due to delays or otherwise caused thereby.

1.08: COMAC's standard operating procedures ("SOPs"), used by COMAC in performing Services under any particular Work Order, shall be in full compliance with all Applicable Laws, and shall be written in such a manner that compliance with such SOPs shall result in compliance with Applicable Laws. Prior to the execution of each Work Order, and subject to the confidentiality provisions of this Agreement, COMAC shall provide or make available to SPONSOR copies of COMAC's SOPs, if any, which are applicable to the Services described in such Work Order, and SPONSOR may, from time to time and in SPONSOR's sole discretion: approve the use of such COMAC SOPs; direct the use of certain designated SPONSOR SOPs; or direct the use of a combination of COMAC SOPs and SPONSOR SOPs. Any approval or other direction by SPONSOR shall be set forth in writing and signed by both Parties, and COMAC shall promptly follow SPONSOR's instructions as set forth therein. Throughout the term of this Agreement, upon SPONSOR's reasonable request, COMAC shall provide or make available to SPONSOR copies of COMAC's SOPs applicable to the Services. COMAC shall use reasonable efforts to ensure that its computerized systems comply with industry standards, as such standards are updated from time to time, and any Applicable Laws, including without limitation with respect to system dependability (including completeness, accuracy, reliability and consistent intended performance) and system controls (including contingency plans, such as alternative recording methods in case of system unavailability, and including data backup, storage and recovery plans sufficient to protect against data loss and to ensure data quality and integrity).

1.09: If COMAC is performing Services hereunder that include clinical monitoring, COMAC shall ensure and verify that each Investigator makes all necessary filings with the applicable regulatory authorities, provides all notices as may be required by the protocol for the Study or Applicable Laws, and obtains all authorizations, approvals, consents, favorable opinions, and other regulatory documentation required by the protocol and Applicable Laws, including, from each Study subject, an informed consent, as evidenced by a signed informed consent form, as approved by the ethics committee, and an authorization form ("Authorization") valid under Applicable Laws. Each Authorization shall include terms that authorize such Investigator to process, disclose and transfer such Study subject's personal data, sensitive personal data and information to SPONSOR, SPONSOR's designees, COMAC, and vendors providing services to SPONSOR and/or COMAC in connection with the related Study, as well as to persons monitoring the Study, and to the representatives of the ethics committee and the regulatory authorities, including the transfer to the United States, and, as appropriate, the transborder transfer, of such data and information to other countries. COMAC shall use reasonable efforts to ensure such Investigators comply with all Applicable Laws regarding the privacy and protection of personal data, sensitive personal data and information and the terms of the Authorizations. If required by Applicable Laws, COMAC shall obtain from each Investigator and other members of the Study team a signed consent form compliant with Applicable Laws authorizing the use and disclosure of that person's personal data and transborder transfers and the transfer of such personal data to the United States. With respect to Studies in the EU or which otherwise involve the collection or processing of personal data within the European Economic Area: (1) COMAC shall act as data processor for SPONSOR and as its local representative for data protection purposes, in accordance with Applicable Laws; (2) COMAC shall obtain and at all relevant times maintain its related registrations with the appropriate supervisory authorities; and (3) with respect thereto, the parties shall enter into the Data Processing Agreement containing the Standard Contractual Clauses set forth by the EU Commission Decision of 15 June 2001 (Decision 2001/497/EC) in the form attached hereto as Attachment 2.

1.10: In the event SPONSOR delays, suspends or places a hold on the Study for any reason, Sponsor shall promptly provide COMAC with written notice of such delay, hold or suspension, and SPONSOR and COMAC will, within thirty (30) days of such notice, negotiate in good faith and endeavor to agree on appropriate revisions to the applicable Work Order and each Party will complete its respective duties and obligations as described in any resulting agreed upon Change Order. During the period following COMAC's receipt of SPONSOR's notice of delay, hold or suspension, SPONSOR will compensate COMAC for additional service fees and out-of-pocket expenses reasonably and necessarily incurred by COMAC as a result of such delay or suspension, as agreed to and set forth in any such resulting Change Order.

In the event that a Study is delayed or placed on-hold for more than thirty (30) calendar days, SPONSOR shall have the right to retain, at their expense, all Core Team members, at their contracted rate for the duration of the delay or on-hold period. If SPONSOR does not wish to retain any Core Team members for the duration of the delay or on-hold period, COMAC shall have the right to reallocate any and all such staff after such thirty (30) calendar day period. If the delay or on-hold period continues for one hundred eighty (180) days, either Party may, by provision of written notice, terminate the applicable Work Order.

1.11: A Work Order may require that COMAC contract with investigators or investigative sites (collectively, "Investigators") to perform the related Study, or that COMAC assist SPONSOR with obtaining contracts with Investigators to perform the related Study, and, if so, COMAC shall use a contract form that is acceptable to SPONSOR. If an Investigator requests any material changes to such form, COMAC shall submit the proposed changes to SPONSOR, and SPONSOR shall promptly review, comment on, and approve or reject such proposed changes, and COMAC shall use its best efforts to implement SPONSOR's proposed changes. The Parties acknowledge and agree that Investigators shall not be considered the employees, agents, or subcontractors of COMAC or SPONSOR.

A Work Order may require that COMAC pay Investigators on behalf of SPONSOR. COMAC shall make any such payments according to the schedule of payments agreed upon in writing by SPONSOR and COMAC. COMAC shall only pay Investigators from advances or pre-payments made by SPONSOR to COMAC for Investigators' services, and COMAC shall not make payments to Investigators prior to receiving sufficient funds from SPONSOR. Payments by SPONSOR to COMAC for Investigators' services are pass-through payments to third parties and do not constitute payments for COMAC's Services. SPONSOR agrees that it shall not withhold Investigator payments except to the extent permitted under the terms of the applicable contracts with such Investigators.

## SECTION 2: COMPENSATION AND EXPENSES

2.01: As compensation for its Services hereunder, SPONSOR shall pay COMAC the amounts set forth in each Work Order in accordance with the payment schedule in such Work Order for Services properly performed and expenses properly incurred in accordance with terms of the Work Order.

2.02: Each Work Order will specify a maximum amount of fees to be invoiced for the respective project. SPONSOR will not be responsible for any overtime payments to COMAC. Should the scope of a project described in any Work Order change pursuant to a Change Order to such Work Order, the fee to be paid by SPONSOR pursuant to such Work Order will be adjusted pursuant to such Change Order. Notwithstanding anything herein seemingly to the contrary, SPONSOR shall not be obligated to pay COMAC for any expenses, labor costs or other fees that exceed the applicable line item in the budget for Services or pass-through expenses or the total amount set forth in a duly executed Work Order, unless and except in accordance with a fully executed Change Order. COMAC shall invoice SPONSOR on a monthly basis unless otherwise set forth in a Work Order. SPONSOR shall pay all undisputed invoices within forty-five (45) days of receipt. At a minimum, each invoice shall clearly state (i) the period to which it relates, (ii) a description of the Services invoiced, (iii) the name of the employee providing the Services, except for clerical and administrative tasks, (iv) the time spent in performing Services, except for Services not charged on a time and materials basis, (v) the Study title(s) (if applicable), and (vi) the purchase order number, if applicable. For reimbursable expenses incurred (including Investigator grants), each invoice shall provide a detailed breakdown of expenses, including a description of the expense, subtotals and totals. COMAC shall retain original expense receipts for review by SPONSOR upon SPONSOR's written request or pursuant to an audit under Section 2.07. All fees for

Services and pass-through costs under this Agreement are stated exclusive of any local, state, federal or foreign sales and use taxes, VAT, if any, and any such taxes shall be paid by SPONSOR. If such taxes are applicable under local regulations, COMAC will add these taxes to the invoices at the relevant rate.

2.03: As set forth in the Work Order, SPONSOR will reimburse COMAC for reasonable and agreed travel and other reasonable out-of-pocket expenses incurred by COMAC personnel in providing the Services, subject to receipt of full and proper documentation. All out-of-pocket expenses shall be billed at actual cost, without administrative fee or other markup.

2.04. COMAC agrees not to conduct any work without prior written authorization from SPONSOR.

2.05: In the event SPONSOR disputes one or more items in an invoice, SPONSOR will notify COMAC as soon thereafter as reasonably practicable and such notice shall contain a reasonably detailed description of the item(s) being disputed and the basis therefor. COMAC will respond to SPONSOR within ten (10) business days of receipt of the notification. This written communication pattern will continue until COMAC has provided SPONSOR with sufficient justification for the disputed item(s) or until the Parties agree to a resolution of the disputed amount. SPONSOR shall pay the undisputed portion of the invoice in accordance with the payment terms and shall use its best efforts to pay the disputed amount within fifteen (15) days of resolution of the dispute. In the event the Parties are unable to reach a satisfactory resolution within sixty (60) days of the original invoice, either Party may pursue alternative remedies in accordance with this Agreement.

2.06: COMAC shall maintain complete and accurate financial records relating to its performance of the Services and out-of-pocket expenses incurred in connection therewith for a period of four (4) years or such later period as required by law. From time to time during such period, SPONSOR may, upon not less than fifteen (15) business days' prior written notice to COMAC and during reasonable business hours, have an independent auditor appointed by SPONSOR examine such financial records related solely to the Services provided under this MSA and respective Work Order. SPONSOR shall incur the costs for any such examination, unless such examination concludes that pass-through costs amounts invoiced to SPONSOR were overstated by an amount equal to or greater than five percent (5%), in which case COMAC shall pay for the costs of the examination. COMAC shall reimburse SPONSOR any overstated amount within ten (10) days after such determination has been reached. If the Parties disagree about the results of any such examination and are unable to resolve such disagreement, the Parties shall use the dispute resolution procedures in Section 18.05 below to attempt to resolve the matter.

### **SECTION 3: WARRANTIES & REPRESENTATIONS**

3.01: COMAC warrants and represents that each individual providing Services under this Agreement or any Work Order hereto is an employee of COMAC or under contract by COMAC and that all physicians employed by or under the control of COMAC have current licenses to practice medicine in each country in which they perform services.

COMAC shall be responsible and primarily liable for the compliance of its employees, contractors, physicians, and agents with all of the terms and conditions of this Agreement and the applicable Work Order.

3.02: COMAC warrants and represents that each individual providing Services under this Agreement or any Work Order hereto shall be considered an 'insured' under COMAC policy of professional liability insurance and that such policy is sufficient for the provision of Services hereunder. If any individual providing Services under this Agreement or any Work Order hereto does not fall within the definition of 'insured' under COMAC's policy of professional liability insurance, then COMAC shall ensure that such individual maintains a separate policy of professional liability insurance which such policy shall be sufficient for the provision of Services rendered by such individual. COMAC shall provide a certificate of insurance or equivalent evidence of such insurance upon request of SPONSOR from time to time.

3.03: COMAC warrants and represents that all Services shall be provided in a diligent and professional manner in conformity with the terms of this Agreement and any Work Order hereto, all written instructions of SPONSOR, all relevant professional standards and all Applicable Laws. Unless otherwise expressly provided in a Work Order, "Applicable Laws" means all applicable federal, state, foreign and local laws, rules, regulations, guidelines, and other authoritative sources of law and guidance including, but not limited to, the United States Food, Drug and Cosmetic Act, 21 U.S.C. § 301, *et seq.*, as amended, and all regulations promulgated thereunder; regulations of the United States Food and Drug Administration ("FDA") found in Title 21 of the Code of Federal Regulations ("CFR"), including, but not limited to Parts 312, 50 and 56; applicable industry guidance developed by the FDA; Good Clinical Practice (as defined below), the European Union (EU) Clinical Trials Directive 2001/20, national laws and guidelines implementing such directive, and the EU General Data Protection Regulation and all EU guidelines implementing such regulation with respect to clinical trials at sites in the EU/European Economic Area; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations (to the extent applicable to a Party); anti-bribery laws including the UK Anti-Bribery Act 2010 and the US Foreign Corrupt Practices Act of 1977 and similar laws and regulations of any jurisdiction in which Services are performed (the "Anti-Bribery Laws") and all other applicable international, regional, state, provincial, and local laws, rules, regulations, and declarations and directives by governmental entities with the authority of law. "Good Clinical Practice" means the standard defined in the ICH Harmonised Tripartite Guideline For Good Clinical Practice E6(R1) Current Step 4 version dated 10 June 1996 (including the Post Step 4 corrections) together with, for Services performed in the European Union, such other Good Clinical Practice requirements as are specified in Directive 2001/20/EC of the European Parliament and the Council of 4 April 2001 relating to medicinal products for human use and in guidance published by the European Commission pursuant to such directive; and for Services performed in other jurisdictions, any analogous laws and/or regulations.

3.04: COMAC warrants and represents that all Services shall be provided in all material respects in conformity with all applicable Good Clinical Practices for trials on medical products in COMAC regions of service operation and the European Economic Area.



3.05: By signature of this Agreement the each Party represents and warrants to the other Party that, as of the date of this Agreement, neither it, its Affiliates nor any of its or its Affiliates' employees, agents or principals nor, to its knowledge on due inquiry, any of its or its Affiliates' contractors performing any activities in connection with this Agreement, are debarred, suspended, or proposed for debarment by the U. S. Food and Drug Administration ("FDA") or any agency of the U.S. Federal Government or any foreign and applicable equivalent of the FDA ("Applicable Governmental Authority"). Further, each of the Parties shall provide immediate written notice to the other Party in the event that during the performance of this Agreement it, its Affiliates or any of its or its Affiliates' employees, agents, principals or contractors is debarred, suspended, or proposed for debarment, or is subject to investigation which could lead to debarment, by the FDA or an Applicable Governmental Authority.

#### **SECTION 4: STANDARDS OF PERFORMANCE**

4.01: SPONSOR shall be permitted to monitor all aspects of the work performed by COMAC under this Agreement by having one or more of SPONSOR's representatives examine the records, standard operating procedures and facilities of COMAC prior to initiation of any Services by COMAC pursuant to any Work Order hereto, and during the term of this Agreement and for a period of two (2) years thereafter, to assure the adequacy of COMAC's facilities and to ensure that the Services are being conducted in accordance with this Agreement, the relevant Work Order(s) attached hereto, and all Applicable Laws. Such requests shall be made at reasonable times, but, except for audits for cause, on no less than 28 (twenty-eight) working days prior notice. The involvement of SPONSOR's representatives shall not be construed as approval or acquiescence of any procedures performed by COMAC, which shall remain its sole responsibility. COMAC shall promptly and completely respond to any deficiencies found in any such examination.

4.02: COMAC shall use its best efforts to provide Services to SPONSOR by assigning qualified monitors with prior experience in SPONSOR studies.

4.03: In case COMAC provides Services on more than five (5) SPONSOR studies at the same time parties agree that COMAC shall assign a single point of contact/escalation, i.e. Line Manager.

#### **SECTION 5: CONFIDENTIALITY AND OWNERSHIP**

5.01: COMAC understands that COMAC's relationship with SPONSOR and its directors, officers, employees, agents and contractors is one of confidence and that during the period of COMAC's engagement, COMAC will acquire or may have already acquired knowledge of, or access to, information, data and materials, in any media, including, but not limited to, this Agreement and any Work Order or attachment hereto, SPONSOR's study drug(s) (the "Study Drug(s)"), Sponsor Property, Work Product, Inventions and other data information and materials of SPONSOR which are not known to the general public (hereinafter "SPONSOR Confidential Information"). For clarity, SPONSOR is deemed to be the "disclosing Party" with respect to Sponsor Property, Work Product and Inventions. COMAC agrees to hold all SPONSOR Confidential Information

in strict confidence and will not at any time, either during COMAC's engagement or thereafter, disclose any SPONSOR Confidential Information to any other person or entity except as provided herein, and will not use any SPONSOR Confidential Information for COMAC's own benefit or the benefit of any other person or entity. COMAC agrees to disclose or permit access to SPONSOR Confidential Information strictly on a need-to-know basis: (i) to its employees who are under a written obligation to maintain the confidentiality of such Confidential Information on terms no less restrictive than those contained herein; or (ii) when directed by court order or governmental agency. If directed by court order or governmental agency to disclose SPONSOR Confidential Information hereunder, COMAC shall immediately provide SPONSOR with a copy of such request promptly so that prior to the required date of disclosure, SPONSOR shall have the right to challenge such disclosure provided that local laws in force and circumstances permit such challenge. COMAC agrees to retain SPONSOR Confidential Information organized in a manner which permits prompt and reasonable access and/or retrieval and/or disposal of such SPONSOR Confidential Information upon SPONSOR's prior request. COMAC further agrees not to disclose, except as required by law, the existence of this Agreement and/or any Study, nor use or publish the name of any entity associated with any Study in promotion or advertising without the prior written consent of SPONSOR. COMAC acknowledges that it shall not have the right to publish any information concerning any Study. Neither this Agreement nor the disclosure by SPONSOR of SPONSOR Confidential Information to COMAC shall be deemed by implication or otherwise to vest in COMAC any license, right, title, interest in or ownership of the SPONSOR Confidential Information.

5.02: COMAC shall utilize reasonable organizational and technical information technology security procedures to safeguard Sponsor Confidential Information including, without limitation, the measures set forth below and any additional security standards in this Agreement or any Work Order.

(a) COMAC shall segregate all Sponsor Confidential Information that is maintained on COMAC's system in electronic form from COMAC's main network, with appropriate firewall protection.

(b) All Sponsor Confidential Information that is entered, maintained, processed, and/or viewed on COMAC's system in electronic form shall be accessible only by personnel assigned to perform Services hereunder, through appropriate user authentication (e.g., user-specific names and passwords) and/or designated e-mail addresses.

(c) Unless otherwise agreed in writing by Sponsor, COMAC shall cause any Sponsor Confidential Information communicated via the Internet or stored on any Study-specific COMAC website to be encrypted or protected through the use of other mutually acceptable security techniques as agreed between the Parties.

(d) COMAC shall restrict direct access to Study database servers to personnel performing Services under the Work Order related to such Study and personnel assigned by COMAC to monitor and back up the system.

(e) COMAC shall store any Sponsor Confidential Information that is in hard copy form or on electronic media (e.g., tape or compact disc) in a secure area with

controlled access restricted to personnel assigned to perform Services hereunder and file room personnel.

SPONSOR shall have the right to audit COMAC's compliance with the requirements of this paragraph and, in the event that SPONSOR determines that COMAC's security measures are not reasonably sufficient to maintain the security of Sponsor Confidential Information, the Parties shall negotiate in good faith to determine additional security measures that COMAC shall implement.

5.03: SPONSOR understands that SPONSOR's relationship with COMAC and its directors officers and employees, is one of confidence and that during the period of SPONSOR's engagement, SPONSOR will acquire or may have already acquired knowledge of, or access to, information, data and materials, in any media which relate to the business, operations, products, or plans of COMAC and which are not known to the general public and is not otherwise Sponsor Confidential Information (hereinafter "COMAC Confidential Information"). SPONSOR agrees to hold all COMAC Confidential Information in strict confidence and will not at any time, either during SPONSOR's engagement or thereafter, disclose any COMAC Confidential Information to any other person or entity except as provided herein, and will not use any COMAC Confidential Information for SPONSOR's own benefit or the benefit of any other person or entity. SPONSOR agrees to disclose or permit access to COMAC Confidential Information strictly on a need-to-know basis: (i) to its employees, agents and contractors who are under a written obligation to maintain the confidentiality of such Confidential Information on terms no less restrictive than those contained herein; or (ii) when directed by court order or governmental agency. If directed by court order or governmental agency to disclose COMAC Confidential Information hereunder, SPONSOR shall immediately provide the COMAC with a copy of such request promptly so that prior to the required date of disclosure, COMAC shall have the right to challenge such disclosure provided that local laws in force and circumstances permit such challenge. SPONSOR agree to retain COMAC Confidential Information organized in a manner which permits prompt and reasonable access and/or retrieval and/or disposal of such COMAC Confidential Information upon COMAC's prior request. SPONSOR further agrees not to use or publish the name of COMAC and/or any entity associated with COMAC in promotion or advertising without the prior written consent of COMAC. Neither this Agreement nor the disclosure by COMAC of COMAC Confidential Information to SPONSOR shall be deemed by implication or otherwise to vest in SPONSOR any license, right, title, interest in or ownership of the COMAC Confidential Information.

5.04: The foregoing obligations shall not apply to information of the disclosing Party that the recipient establishes:

5.04.01: by written documentation was known to the recipient prior to receipt from the disclosing Party and not under an obligation of confidentiality to the disclosing Party;

5.04.02: is in the public domain or lawfully becomes generally available to the public through no fault of the recipient; or

5.04.03: is lawfully acquired from third parties provided any such third party is not bound by an obligation of confidentiality to the disclosing

Party with respect to such information at the time of disclosure to the recipient.

5.05: Upon completion or termination of COMAC's Services hereunder, or upon SPONSOR's request, COMAC shall return any Sponsor Confidential Information to SPONSOR and/or at SPONSOR's request, destroy any portion of any drug labels, documents, computer records, notes and any other material which contain any Sponsor Confidential Information, except for documents which must be retained by COMAC under Applicable Laws. SPONSOR, upon COMAC's request, will return any COMAC Confidential Information to COMAC.

5.06: COMAC agrees that all information, results and data, arising out of the Services ("Work Product") and all ideas, discoveries, improvements, inventions or works of authorship conceived, reduced to practice or made by COMAC, alone or jointly with others ("Inventions") shall be the exclusive property of SPONSOR. COMAC, on behalf of itself and its personnel, hereby assigns to SPONSOR all right, title and interest in and to Work Product and Inventions and all associated patent rights and other intellectual property rights therein. Whenever reasonably requested to do so by SPONSOR, at SPONSOR's reasonable expense, COMAC will execute and will cause its personnel (including contractors and subcontractors) to execute any and all applications, assignments or other instruments and give testimony which SPONSOR shall deem necessary to apply for, prosecute, enforce, defend and obtain letters patent of the United States or of any other country or to protect otherwise SPONSOR's interest in Inventions and Work Product. Nothing herein shall be deemed to grant COMAC any rights under any patents, patent applications or other intellectual property owned or controlled by SPONSOR nor any rights to the Study Drug(s) or the results derived from the Services hereunder. COMAC shall ensure that its contractual arrangements with its employees, contractors and subcontractors provide for their assignment to SPONSOR, of all Inventions. COMAC acknowledges and agrees that it is solely responsible for any compensation that may be due to its employees, contractors or subcontractors by Applicable Laws or otherwise in connection with the ownership provisions herein.

5.07: SPONSOR agrees that any and all inventions, ideas, discoveries, work of authorship, copyrights, or work product and all know-how, not arising from the Services under this Agreement or that are made, conceived, discovered, created, invented, or reduced to practice by COMAC or COMAC's personnel prior to the Effective Date remain solely property of COMAC.

5.08: The terms of Sections 5.01 through 5.04 shall survive the expiration or earlier termination of this Agreement for a period of ten (10) years and the terms of Section 5.06 shall survive indefinitely.

#### SECTION 6: TERM & TERMINATION

6.01: This Agreement shall be effective from the Effective Date and shall thereafter remain in full force and effect until termination or expiration as provided herein. Termination of this Agreement automatically terminates any Work Order then in effect.

6.02: This Agreement or any Work Order may be terminated by either party upon default in performance of the other party, provided that any defaulting party shall be given not less than sixty (60) days prior written notice of default and the opportunity to cure the default during such period.

6.03: Sponsor shall without cause have the right to terminate this Agreement or any Work Order hereto at any time by giving COMAC sixty (60) days prior written notice.

6.04: Both COMAC and SPONSOR recognize that early termination of this Agreement or a Work Order requires both discussion and coordination between the Parties to ensure Study subject safety, continuity of treatment (if appropriate and at Sponsor's expense), compliance with all Applicable Laws and that the utility, quality or integrity of the Study is maintained. Upon early termination of this Agreement or a Work Order, COMAC shall cooperate with SPONSOR to provide for an orderly cessation of the applicable Services and, if applicable, transfer of the Services to Sponsor or its designee. Each Party further agrees that it will take no action or forego taking action if such action or forbearance would in any manner jeopardize Study subject safety or the utility, quality or integrity of the Study or violate or cause the other Party to violate any Applicable Laws. The Parties shall discuss in good faith and endeavor to agree to a reasonable plan for the winding down of the Services and COMAC shall perform such Services as are reasonably necessary in connection with the orderly wind-down of the Study or the transfer of COMAC's responsibilities to Sponsor or Sponsor's designee. COMAC shall reasonably cooperate with any designee appointed by Sponsor to take over any or all of the Services contemplated under a terminated Work Order at Sponsor's expense.

6.05: In the event of termination, COMAC shall be entitled to receive payment for all Services properly performed and expenses incurred prior to the effective date of termination in accordance with the Agreement or the Work Order, as applicable, as well as any obligations agreed to by SPONSOR and COMAC for the purpose of winding down the Study or transferring the Services. If payments under a Work Order are milestone-based, and the Agreement or applicable Work Order is terminated after costs have been incurred by COMAC toward achieving a milestone, but that milestone has not yet been completed, the Parties shall negotiate in good faith to agree on the amount that SPONSOR shall pay COMAC for satisfactorily completed Services. Notwithstanding the foregoing, after receiving or providing notice of termination of this Agreement or a Work Order, COMAC shall promptly act to mitigate and cancel, to the extent possible, all obligations that would incur expense related to the Agreement or the terminated Work Order and COMAC shall not, without SPONSOR's prior approval, perform any additional Services, incur expenses, or enter into any other obligations related to the Agreement or the terminated Work Order. Upon completion of the Services under a Work Order or the earlier termination of a Work Order, COMAC shall forward all Sponsor Property and Work Product to SPONSOR within ten (10) business days or such other period as may be agreed upon by the Parties.

6.06: If not sooner terminated, this Agreement will expire five (5) years from the Effective Date of this Agreement, or upon completion of any Work Order in effect on such date, whichever is the later.

6.07: Termination of this Agreement shall not adversely affect any rights or remedies accrued prior to the date of termination and each Party retains all rights and remedies available in law or equity.

#### SECTION 7: INDEMNIFICATION

7.01: COMAC shall indemnify, defend and hold harmless SPONSOR and its Affiliates and its and their successors, officers, directors, employees, contract employees, agents and Affiliates (collectively, "Sponsor Indemnitees") from and against any and all third party actions, claims or proceedings and related losses, costs, expenses and damages (including reasonable attorneys' fees and the costs of investigation and defense)("Claims") to the extent arising from (a) the negligence or willful misconduct of any COMAC Indemnitee; (b) breach by any COMAC Indemnitee of this Agreement or a Work Order; or (c) the failure of any COMAC Indemnitee to comply with Applicable Laws; provided, however, that COMAC shall have no obligation to defend, indemnify or hold harmless any Sponsor Indemnitee to the extent any such Claim arises from: (a) bodily injury (including death) of a Study subject arising from the proper administration and use of the Sponsor's Study drug or any procedure required by the protocol for the Study to which the Study subject would not have been exposed but for participation in the Study; (b) the negligence or willful misconduct of any Sponsor Indemnitee; (c) breach of this Agreement or a Work Order by any Sponsor Indemnitee; or (d) the failure of any Sponsor Indemnitee to comply with Applicable Laws.

7.02: Sponsor shall indemnify COMAC and its Affiliates and its and their officers, directors, employees and agents (the "COMAC Indemnitees") from any Claim to the extent arising from (i) COMAC's proper performance of the Services and all of its obligations under this Agreement, the applicable Work Order, and any protocol related thereto, (ii) the Study drug's harmful or otherwise adverse effect, including, without limitation, a Claim based upon the consumption, sale, distribution or marketing of any substance by SPONSOR, including the Study drug, (iii) the breach of this Agreement or the applicable Work Order by any Sponsor Indemnitee, or (iv) the negligence or willful misconduct of any Sponsor Indemnitee; provided, however, that SPONSOR shall have no obligation to indemnify, defend or hold harmless any COMAC Indemnitee for any Claim to the extent arising from (a) the negligence or willful misconduct of any COMAC Indemnitee; (b) breach by any COMAC Indemnitee of this Agreement or a Work Order; or (c) the failure of any COMAC Indemnitee to comply with Applicable Laws.

7.03: Upon receipt of written notice of any Claim which may give rise to a right of indemnity from the other Party hereto, the Party seeking indemnification (the "Indemnified Party") shall give written notice thereof to the other Party (the "Indemnifying Party"). The Indemnified Party shall permit the Indemnifying Party, at its own option and expense, to assume the complete defense and settlement of such Claim, provided that the Indemnified Party will have the right to participate in the defense and settlement of any such Claim at its own cost and expense. As to those Claims with respect to which the Indemnifying Party does not elect to assume control, the Indemnified Party will afford the Indemnifying Party an opportunity to participate in such defense and settlement, at the Indemnifying Party's own cost and expense. Neither Party will settle any Claim without the advance, written consent of the other Party which consent will not be unreasonably withheld, conditioned or delayed.

7.04: The terms of this Section 7 and the parties' obligations hereunder, shall survive termination or expiration of this Agreement and the completion of COMAC Services hereunder for a period of three (3) years.

**SECTION 8: INDEPENDENT CONTRACTOR / EMPLOYEES**

8.01: COMAC shall perform Services under this Agreement only as an independent contractor, and nothing contained herein shall be construed to be inconsistent with that relationship or status. COMAC, its Affiliates, employees, contractors and consultants shall not be considered employees or agents of SPONSOR and shall not have the authority to bind, obligate or create any contractual liability for SPONSOR without SPONSOR's prior written approval. This Agreement shall not constitute, create, or in any way be interpreted as, a joint venture, partnership, or business organization of any kind. As such each party shall be responsible for their own employees and their respective employees' wages, benefits, workers' compensation, unemployment insurance and payroll and other taxes.

**SECTION 9: INSURANCE**

9.01: At all times during the term of this Agreement and for a period of three (3) years thereafter, COMAC shall maintain in force, with a reputable insurance company, insurance of commercially reasonable scope and terms, given its obligations under this Agreement and otherwise sufficient for the provision of Services and any liabilities of COMAC arising therefrom hereunder at all times during the term of this Agreement. Upon request from time to time, COMAC shall provide SPONSOR with a certificate of insurance evidencing such coverage.

9.02: SPONSOR explicitly confirms that each Study to which this Agreement relates shall be covered by civil liability insurance policy which shall be taken out for the specific purpose of providing a mechanism for compensation for Serious Adverse Events occurring during the Study as a result of administration of the test product (s) in strict adherence to the Protocol and as otherwise required by Applicable Laws in the jurisdictions in which COMAC is providing Services. SPONSOR shall provide COMAC with a certificate of insurance for the policy(ies) upon request.

**SECTION 10: FORCE MAJEURE**

10.01: Neither party shall be responsible for any default under this Agreement to the extent that such default is the result of strikes, riots, wars, fire, natural disasters or any other cause beyond its reasonable control; provided that the affected Party provides written notice of such event as soon as reasonably practicable and uses all reasonable efforts to resume full performance as soon as possible.

**SECTION 11: OWNERSHIP**

11.01: All information, documents, results and raw data arising from or in connection with a Study, excluding patient medical records and any other third party proprietary information, are and shall be solely owned by SPONSOR ("Sponsor

Property"). COMAC hereby assigns to SPONSOR all right, title and interest in and to Sponsor Property. Following completion or termination of the Services outlined in an Work Order or upon Sponsor's request, COMAC will return to SPONSOR all Sponsor Property and upon SPONSOR's written request, COMAC shall promptly destroy all documentation and unused study materials in accordance with SPONSOR's written instructions. Notwithstanding the foregoing, to the extent required by Applicable Laws or the terms of a Work Order, COMAC will retain and store Sponsor Property (providing SPONSOR with copies thereof) for the period required by Applicable Laws or the Work Order. No retained Sponsor Property will be destroyed by COMAC without the prior written consent of Sponsor

## SECTION 12: COMMUNICATIONS & PAYMENTS

12.01: All notices and administrative and payment related communications under this Agreement and the corresponding Work Orders shall be conducted by facsimile, by reputable international courier or via first class mail and shall be deemed to be delivered upon confirmation of receipt. All such notices and communications shall be addressed to the respective parties as follows or such other addresses as a Party may designate by written notice in accordance with this Section:

To SPONSOR:           Tricida, Inc.  
                                  Attn: Yuri Stasiy  
                                  Vice President, Clinical Operations  
                                  Tricida, Inc.  
                                  7000 Shoreline Court, Suite 201  
                                  South San Francisco, CA, 94080, U.S.A.  
                                  Tel: +1 415 988 5120  
                                  Email: [ystasiy@tricida.com](mailto:ystasiy@tricida.com)

To COMAC:           Comac Medical  
                                  Attn: Vladimir Goranov  
                                  South Side Business Centre  
                                  38, Maystor Aleksii Rilets Str., 5th fl.  
                                  Res. Distr. Manastirski Livadi - West  
                                  1618 Sofia, Bulgaria  
                                  Tel: +359 2 892 10 00  
                                  Fax: +359 2 892 10 03

12.02: Payment of fees and expenses shall be made as set out in the Work Orders.

## SECTION 13: NON-SOLICITATION

13.01: Neither party shall during the period of this Agreement and for at least twelve months thereafter (directly or indirectly) induce or attempt to induce any employee, contractor or consultant of the other party to end their engagement by that other



party prematurely. Notwithstanding the foregoing, employment or engagement by a Party of an employee, contractor or consultant of the other Party who responds to a publicly available notice shall not be deemed to violate this Section.

#### SECTION 14: INSPECTION

14.01: If SPONSOR or any governmental/regulatory authority gives notice to COMAC of its intention to conduct an inspection of COMAC's facilities or take any other regulatory action with respect to the Services set forth in this Agreement, then COMAC will immediately notify SPONSOR thereof and SPONSOR shall have the right to be present at any such inspection or regulatory action. COMAC will provide SPONSOR with copies of any documentation issued by the governmental/regulatory authority and its proposed response thereto, which response will be subject to approval by SPONSOR prior to issuance. COMAC will promptly remedy any acknowledged deficiencies affecting to the provided Services arising from any such inspection.

14.02: SPONSOR QA or representative may conduct audits of Investigators to enable SPONSOR to assess whether the Services are being provide in accordance with this Agreement and the applicable Work Order and shall work directly with such Investigator and COMAC's project team in connection with such audit. COMAC shall in good faith and as requested by SPONSOR in writing, assist SPONSOR in obtaining the information requested or required in the conduct of the audit. If requested to SPONSOR in writing, SPONSOR shall reimburse COMAC for out of pocket costs for COMAC personnel assisting with translation during the conduct of an Investigator audit.

#### SECTION 15: ANTI-BRIBERY PROVISIONS

15.01: The Parties hereby warrant, represent and undertake that:

- (a) They will comply with the requirements of all applicable Anti-Bribery Laws both national and foreign, including the US Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") and the UK Bribery Act 2010 (the "UK Bribery Act"), and;
- (b) None of their employees, agents, officers or other members of their management are officials, officers, agents, representatives of any government or political party or international organization where they may be in positions of official government authority able to use that position to improperly help the other Party hereto or its clients obtain or maintain business or obtain a business advantage. The Parties hereto agree that they shall not make any payment, either directly or indirectly, of money or other assets, including but not limited to the compensation derived under this Agreement (hereinafter collectively referred as a "Payment"), to government or political party officials, officials of international organizations, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing (hereinafter collectively referred as "Officials") where such Payment would constitute violation of any law, including the U.S. Foreign Corrupt Practices Act. In addition, regardless of legality, the Parties hereto shall make no Payment either directly or indirectly to Officials if such Payment is for the purpose of influencing decisions or actions with respect to the subject matter of this Agreement or any other aspect of the

other Party hereto or its business. Each of the Parties shall report any violation of this paragraph promptly to the other Party hereto and agrees to respond to any inquiries from the other Party about any potential violations and make appropriate records available to the other Party or its clients upon request. At any time upon the request of the other Party, the requested Party agrees to certify in writing its ongoing compliance with the obligations contained in this paragraph. Each of the Parties undertake to provide any reasonable assistance as requested by the opposite Party to enable such Party to perform any activity or actions required by any relevant authority for the purpose of compliance with the anti-bribery requirements.

- (c) COMAC represents, warrants that it maintains adequate internal controls and accurate books and records to the extent required in order to comply with applicable Anti-Bribery Laws.

#### SECTION 16: USE OF SUBCONTRACTORS AND AFFILIATES

16.01: SPONSOR agrees that COMAC may use COMAC Affiliate(s) to provide Services under this Agreement. COMAC is and shall remain responsible and primarily liable for the performance by its Affiliates of any Services. In addition, SPONSOR and COMAC Affiliates are authorized to negotiate, enter into and sign Work Orders and such COMAC Affiliates shall become a party to this Agreement upon execution of a Work Order with respect to such Work Order only. Where the context requires it, any reference to "COMAC" in this Agreement or in any Work Order shall be deemed to include any COMAC Affiliate. For purposes of this Agreement, "Affiliates" means any entity that controls, is controlled by or is under common control with, that Party. "Control" means the possession, directly or indirectly, of at least 50% of the share capital or voting rights or of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

16.02. Upon prior written notice to SPONSOR and with SPONSOR's written consent, COMAC may use subcontractors to conduct some elements of the Services. Identification of a subcontractor and the Services to be performed by such subcontractor in a Work Order shall be deemed to be such consent. In the event that SPONSOR objects, for reasonable cause, to any such subcontractor, COMAC will replace the subcontractor within a mutually agreeable timeframe. COMAC will be responsible and primarily liable for the performance of such subcontractors with all the terms and conditions of this Agreement and the applicable Work Order. As used herein, the term "subcontractor" includes contractors and consultants.

#### SECTION 17: SURVIVAL OF OBLIGATIONS

17.01: The provisions of sections 2.07, 5, 6.04, 6.05, 7, 9, 11, 13, 14, 17, 18.04 and 18.05 and each Party's obligations thereunder shall survive termination or expiration of this Agreement and the completion of COMAC's Services.

**SECTION 18: MISCELLANEOUS**

18.01: This Agreement and the applicable Work Order constitutes the entire agreement between the Parties on the subject matter defined in such h Work Order and supersedes all prior contracts, agreements, and understandings relating to the same subject matter between the Parties. Notwithstanding the foregoing, the parties acknowledge and agree that the existing Master Services Agreement effective as of July 1, 2015[] between the parties remains in full force and effect and applies to all Work Orders entered into prior to the Effective Date hereof. This Agreement shall apply to all Work Orders entered into on or after the Effective Date hereof and to all Work Orders entered into prior to the Effective Date hereof that expressly state that they will be governed by this Agreement. The parties intend this Agreement to be a complete statement of the terms of their agreement, and no change or modification of any of the provisions of this Agreement or any Work Order shall be effective unless it is in writing and signed by a duly authorized representative of SPONSOR and COMAC.

18.02: This Agreement shall constitute a basic agreement between the parties, the terms and conditions of which shall apply to each Work Order agreed upon by the parties. No waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances will be deemed to be construed as a further or continuing waiver of such term, provision or condition or of any other term, provision or condition of this Agreement. To be effective, a waiver shall be in writing, signed by the Party providing the waiver.

18.03: Neither Party shall have the right to assign this Agreement or any of the rights or obligations hereunder without the prior written consent of the other Party, except that either Party may assign this Agreement to a purchaser of or successor to that area of its business to which this Agreement is related (or, the case of SPONSOR, the outstanding Work Orders relate), upon prior written notice, where such successor has the financial and operational capacity and ability to perform the assigning Party's obligations hereunder.

18.04: If any of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby and the invalid provision shall be modified by agreement of the Parties to the extent required to be enforceable.

18.05: This Agreement and all disputes arising hereunder will be governed by and interpreted in accordance with the laws of the jurisdiction in which the party that is the defendant in such action or proceeding is principally located without giving effect to the principles of conflict of laws of such jurisdiction.

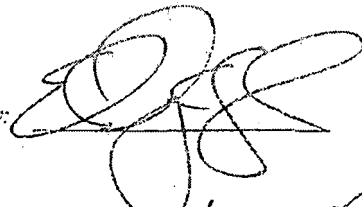
In the event a dispute relating to this Agreement or any Work Order arises between the Parties, except a dispute arising under Section 5 (Confidentiality and Ownership), the Parties shall first confer in good faith to resolve the dispute through negotiations between respective senior executives of the parties. In the event that the parties are unable to resolve the dispute within thirty (30) days of referral of the dispute to such senior executives (or such longer period as the parties may mutually agree), either party may seek to resolve the dispute in any court of competent jurisdiction.

18.06: This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, by e-mail delivery of a ".pdf" format data file or other electronic means, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.


[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the following have caused this Agreement to be executed by their respective duly authorized representatives effective as of this day and year above written.

Accepted by:  
Tricida, Inc.

By:   
Date: 16 July 2018

Accepted by:  
COMAC Medical Ltd.

By:   
Date: 03 Jul 2018

**EXHIBIT 2**

**Work Order #1 to Master Services Agreement  
Dated May 1<sup>st</sup> 2018, ("Work Order")  
Between Tricida, Inc. ("SPONSOR") and  
COMAC Medical Ltd. ("COMAC")**

This Work Order #1 ("Work Order"), effective May 1<sup>st</sup>, 2018 (the "Effective Date"), made by and between Tricida, Inc. ("Sponsor") and COMAC Medical Ltd. ("COMAC"), shall be made a part of, and is subject to, the terms and conditions of the Master Services Agreement entered into between Sponsor and COMAC dated July 9<sup>th</sup>, 2018 (the "MSA") and specifies the Services that COMAC will provide to Sponsor under the Agreement for work relating to Sponsor Study TRCA-303.

**I. Scope of Work**

**A. Description of Services**

COMAC will assist *Sponsor* in the organization and start-up CRO services (the "Services"), for the study entitled "A Phase 3b, Randomized, Double-blind, Placebo-controlled Study to Evaluate the Efficacy and Safety of TRC101 in Delaying Chronic Kidney Disease Progression in Subjects with Metabolic Acidosis" (Protocol Number TRCA-303) (the "Study"), with Protocol Number TRCA-303 (the "Protocol"). The Protocol is attached hereto as Attachment I.

**B. Territory for Service (the "Territory")**

COMAC shall perform Services in the regions of:

*Bulgaria, Macedonia, Romania, Albania*

**C. Project specifications**

COMAC shall perform the Services in the Territory in accordance with the responsibilities as follows:

	List of Tasks	Description (if applicable)
1	<b>CTA Submission Preparation</b>	<p>All Study documents required for submission to the respective local Drug Agency will be prepared and filed according to the local legislation by Comac Regulatory Affairs Group. COMAC will be accountable for and will maintain an inventory of regulatory documents, copies of which will be stored in a secure, restricted-access environment. COMAC will conduct in-house audits to verify that all required documents have been received and are complete, accurate, and valid. COMAC will manage the following key regulatory and Study-specific documents:</p> <ul style="list-style-type: none"> <li>- Investigator-identification documents and curricula vitae</li> <li>- Ethics Committee (EC) approval and correspondence</li> <li>- Regulatory Authority (RA) approval and interaction</li> <li>- Protocol and protocol amendment(s)</li> <li>-</li> <li>- Informed consent documents</li> <li>- General correspondence and contact records</li> <li>- Safety files</li> <li>- Investigator Agreements</li> <li>- Financial Disclosure Forms and Data Protection Forms</li> </ul> <p>Timelines for approval - 60 days shortest.</p>
1.1	Study Material Review/GAP analysis/Submission Preparation	
1.2	Informed consent local customization/translation; Other documents translation (Subject Information Sheet, Subject Dosing Instructions, Protocol Synopsis, etc.)	
1.3	Study submission/approval - RA	
1.4	Review or Provide Insurance certificate (to be paid by the Sponsor directly to the insurer)	
2	<b>EC Submission and Local File Set-up</b>	



TRCA-303

Work Order #1 Dated May 1<sup>st</sup> 2018

2.1	Study submission/approval - EC	Studies are being applied in the competent Ethics Committee. Timelines for approval -60 days shortest.
2.2	Obtaining EC study (preliminary) design opinion	
2.3	Investigative site file set-up & maintenance	
3	<b>Documentation management/ Electronic Trial Master File (eTMF) Support</b>	
3.1	eTMF set-up	All regulatory and trial-related documents for Bulgaria, Romania, Macedonia and Albania will be collected and submitted to eTMF managed by Tricida's designee on a monthly basis.
4	<b>Site selection / Study Familiarization / Meetings / Trainings</b>	
4.1	Investigator meeting	Investigator meeting preparation, organization support and attendance.
4.2	Kick-off meeting	May 4, 2018
4.3	Site Qualification Visits	30 sites to be qualified in Bulgaria, Macedonia, Romania, Albania in order to select 31 sites in total for participation in the Study.
4.4	Initial Study Familiarization	In-house Study materials review and familiarization
5	<b>Monitoring &amp; Clinical Conduct</b>	
5.1	Prepare & familiarize with Monitoring manual	Assisting in preparation of the Monitoring manual. Familiarization with the final Monitoring manual.
5.2	Familiarize with Medical Monitoring plan	Review and familiarization with the Medical Monitoring plan, provided by the Sponsor.
5.3	Initiation Visits – 31 Visits	The Initiation Visits will be performed in accordance with the approved Clinical Monitoring Plan.
6	<b>Study /Site management</b>	
6.1	Internal team project management & Site Management, Lead CRA & Project Assistant Support & correspondence	<ul style="list-style-type: none"> <li>- Supervision and control over "line of communication" between Comac Medical employees and partners/ Sponsor;</li> <li>- Communication with Sponsor;</li> <li>- Control of submission/ approval process to EC/ RA in close collaboration with Regulatory Affairs Associates;</li> <li>- Study set-up, incl. team meetings and preparation of Study-specific forms;</li> </ul>
6.2	Team communication - start-up	<ul style="list-style-type: none"> <li>Within team communication - start-up</li> <li>Study tracking;</li> <li>- Regulatory approval status per country/ site</li> </ul>

No Study subjects shall be enrolled under this Work Order.

**D. Schedule**

Services listed within this Work Order will be provided from *May 2018* through *November 2018*.

**E. Project Managers and General contact:**

For purposes of this Work Order, the following are the named project managers / general contact persons:

*Slu*

SPONSOR: *Yuri Stasiv*  
 COMAC: *Vladimir Goranov*

**F. Changes in Scope**

Any changes to the Services shall be agreed in writing and executed by both parties via a written amendment to this Work Order.

**II. Fees and Expenses**

**A. Service Fees**

Budgeted costs that will be used to perform the Services are listed in Attachment II of this Work Order.

COMAC will bill Sponsor in accordance with the following payment schedule:

- 50% of the Service fees in the amount of 128,522.00 EURO - upon full execution of this Work Order;
- 50 % of the Service fees in the amount of 128,522.00 EURO - at the Study regulatory submission.

It is understood that all Services provided by COMAC under this Work Order will be performed in accordance with the terms and conditions as set forth in the MSA.

COMAC's performance of the Services shall commence in May 2018 and will continue until the end of November 2018. At the end of this period, if COMAC Services are still necessary, the terms of this Work Order may be reviewed and amended as mutually agreed by the parties.

**B. Pass-Through Expenses**

Sponsor will reimburse COMAC for actual and documented out-of-pocket expenses ("Pass-through Expenses"). These will include but not limited to the following items: travel-related expenses, CRF printing, shipping costs, translation fees, costs incurred in connection with the conduct of investigators meetings, and other such third-party, non-labor related expenses. All Pass-through Expenses will be billed on a monthly basis directly to Sponsor without markup. Prior to incurrence, COMAC shall obtain from Sponsor written pre-approval of pass-through expenses that exceed 1,000.00 EURO.

Unless specifically agreed by the parties in writing, the maximum amount of reimbursement for Pass-Through Costs will be limited to 34,750 EURO as per Attachment II.

Pass-Through Expenses will be invoiced as incurred on a monthly basis and reimbursed upon receipt of the documentation and in accordance with Sponsor invoicing policies.

**C. Overall Budget (Not to exceed 291,794.00 EURO including Pass-through Expenses).**

In accordance with the Study details and Study specifications as described in this Work Order, the fees associated with the management and conduct of the Study are summarized in the table, an inseparable part of Attachment II.

Sponsor agrees to reimburse COMAC for all labor-related fees for Services properly performed as described in this Work Order. COMAC will conduct no Services not expressly set forth in this Work Order or incur labor fees or Pass-through Expenses in excess of the amounts set forth in Attachment II without prior consent from Sponsor in its sole discretion and will keep a log of activities performed. Unless specifically agreed by the Parties in writing,



the maximum amount of compensation for Services will be limited to 257,044.00 EURO (excluding Pass-Through Expenses) as per Attachment II, an inseparable part of this Work Order.

### III. Additional Terms (if any)

This Work Order applies to all Services provided by COMAC in connection with the Study prior to its Effective Date.

For this Work Order, the transfer of regulatory obligations from Sponsor to COMAC in conjunction with the Services to be performed under such this Work Order are set forth in the Transfer of Obligations Form, attached as Attachment III to this Amendment. The Transfer of Obligations form in Attachment III designates those regulatory obligations that Sponsor is transferring, and has pursuant to this Work Order transferred, to COMAC and COMAC is assuming, and pursuant to this Work Order has assumed, pursuant to applicable laws. Any regulatory obligations not specifically transferred in the Transfer of Obligations form shall remain the responsibility of Sponsor.

The parties acknowledge that the MSA dated July 9<sup>th</sup>, 2018 is addressing the responsibilities under the European Union General Data Protection Regulation, including, but not limited, the execution of a Data Processing Agreement between the parties (the "DPA") governing personal data in EU member states. The parties agree that the DPA shall apply to the Services conducted by COMAC under this Work Order #1 with respect to personal data of residents of any EU member state.

### IV. Invoices

COMAC shall submit invoices to Sponsor for each payment in accordance with the schedule outlined above. Payment of any undisputed invoices will be made by Sponsor within thirty (30) days of receipt and approval of the invoices by Sponsor.

COMAC shall submit all invoices for Services performed referencing the applicable Sponsor Study number to the attention of:

Tricida, Inc.

7000 Shoreline Court, Suite 201  
South San Francisco, CA 94080  
Attention: Accounts Payable ([ap@tricida.com](mailto:ap@tricida.com))

Capitalized terms used but not defined in this Work Order have the meanings ascribed to them in the MSA. If one or more provisions of this Work Order are held to be unenforceable under applicable law, such provisions shall be excluded from this Work Order and the balance of this Work Order shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms. This Work Order may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be signed and delivered by facsimile, or electronically in PDF format, each of which will be binding when sent.

Upon execution hereof, the terms and conditions of the Master Services Agreement shall be incorporated within and govern this Work Order. Sponsor and COMAC may accept and execute this Work Order by signing.

It is agreed that in the event of premature termination of the Study under this Work Order, the terms of the Master Services Agreement between Sponsor and COMAC shall remain in full force for all work performed by COMAC under the terms of this Work Order until the effective end of COMAC's involvement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties to this Agreement through their duly authorized officers effective as of the date set forth above.

ACCEPTED AND AGREED TO:

Tricida, Inc.

COMAC Medical Ltd

By:

By:

Name:

GERRIT KLAERNER

Name:

Michelle Vrublevskii, MD

Title:

CEO & PRESIDENT

Title:

CEO

Date:

20-JUL-2018

Date:

19. 07. 2018

Approved by Finance SP 2/2018

TRCA-303

Work Order #1 Dated May 1<sup>st</sup> 2018

**List of Attachments:**

Each of the following Attachments shall be an integral part of this Work Order:

Attachment I: Study Protocol

TRCA  
2  
TRCA-303\_protocol\_  
20180705\_final\_signe

CONFIDENTIAL

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*SW*

**Attachment III: Transfer of Obligations Form**  
 (References are to Title 21 of the Code of Federal Regulations)

SPONSOR      COMAC

- |    |   |   |   |
|----|---|---|---|
| A. | 1. Prepare the Investigational New Drug Application (IND), or any portions of the application. (312.23)                     | X | □ |
|    | 2. Submit the IND to FDA.   | X | □ |
| B. | Maintain the IND by preparing and submitting IND amendments, as necessary:  |   |   |
|    | 1. Protocol Amendments (new protocols, changes in protocols, and new investigators). (312.30)                               |   |   |
|    | (a) Prepare   | X | □ |
|    | (b) Submit to FDA   | X | □ |
| C. | Select Investigators and Monitors: (312.53)   |   |   |
|    | 1. Select/recruit investigators.  | X | X |
|    | 2. Obtain from each investigator: signed agreement, CV, clinical protocol, Form FDA 1572, financial disclosure information. | □ | X |
|    | 3. Select qualified monitors.   | □ | X |

					expenses will be prepaid and/or paid for by Tricida.
Copying/Printing/Fax paper etc. - consumption of materials			3200	3,200.00 €	
Mail/Courier			6400	6,400.00 €	
<b>Total Pass-Through costs:</b>				<b>34,750.00 €</b>	
<b>Total budget CRO Service Fees / Pass-Through costs:</b>				<b>291,794.00 €</b>	

\* - To be billed on actual basis without mark-up.

Any additional task will be charged separately. VAT is not included

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17.07.2018

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<b>6. Monitoring &amp; Clinical Conduct</b>					
Prepare & familiarize with Monitoring manual	Document	500	1	500.00 €	
Prepare & familiarize with Medical Monitoring plan	Document	500	1	500.00 €	
Initiation Visits (31 visits)	Visit	1100	31	34,100.00 €	
<i>Subtotal: 6. Monitoring &amp; Clinical Conduct</i>				<i>35,100.00 €</i>	
<b>7. Study / Site management</b>					
Internal Team Project Management, Lead CRA & Project Assistant Support	month	5000	7	35,000.00 €	
Report review	visit	140	61	8,540.00 €	
Study administration	Country / month	350	28	9,800.00 €	
Study plans preparation (e.g. Communication, Project Management, Escalation, Safety, etc.)	Study	3000	1	3,000.00 €	
Internal team communication & Teleconferences	Country / month	1500	28	42,000.00 €	
Study status - updates and Client communication	Month	1200	7	8,400.00 €	
<i>Subtotal: 7. Study / Site management</i>				<i>106,740.00 €</i>	
<b>TOTAL CRO / Clinical site services Budget:</b>				<b>257,044.00 €</b>	
<b>11. Pass-Through costs - external costs:*</b>					
Ethics Committee related fees			8000	8,000.00 €	
CA Approvals fees			8000	8,000.00 €	
Mileage/Meals			9150	9,150.00 €	
Kick-off meeting			NAP	0.00 €	
Investigator meeting expenses			NAP	0.00 €	All investigator meeting

Study submission/approval - CA	Country/ submission	1600	4	6,400.00 €	
Develop Study Manual(s) (including necessary forms and logs)	Country	500	4	2,000.00 €	
Review or Provide Insurance certificate (to be paid by the Sponsor directly to the insurer)	Country/ document	200	4	800.00 €	
Clinical Trial Agreements - negotiation and signature	Site	700	31	21,700.00 €	
Provide General Regulatory Consulting	Country / study	400	4	1,600.00 €	
<i>Subtotal: 2. Study Start-up / CTA Submission Preparation</i>				52,274.00 €	
<b>3. EC Submission and Local File Set-up</b>					
Study submission/approval - EC	Submission	1200	4	4,800.00 €	
<i>Subtotal: 3. EC Submission and Local File Set-up</i>				4,800.00 €	
<b>4. Documentation management / eTMF</b>					
Setup eTMF	Country / study	1000	4	4,000.00 €	local support
Track all versions of documents included in essential documents	country / month	10	28	280.00 €	
<i>Subtotal: 4. Documentation management / eTMF</i>				4,280.00 €	
<b>5. Study trainings / Meetings / Site Initiation Activities</b>					
Initial Study familiarization	Protocol version/ person	800	14	11,200.00 €	
Project Kick-off Meeting attendance	Meeting	2000	1	2,000.00 €	PL alone
Investigator's Meeting and CRA Training attendance & organization assistance	Meeting	10000	1	10,000.00 €	
<i>Subtotal: 5. Study trainings / Meetings / Site Initiation Activities</i>				23,200.00 €	

Projected date of First Clinical Trial Application Submission		Aug.18			
Projected date of First Study approval		Oct.18			
Projected date of Last Study approval		Dec.18			
Projected date of Investigators' Meeting		Oct.18			
Projected date of First Site Initiated		Nov.18			
Projected date of PFFV		Nov.18			
<b>SERVICES</b>	<b>Unit definition</b>	<b>Cost per unit (€)</b>	<b>Units</b>	<b>Cost (EUR)</b>	
<b>1. Sites identification / selection</b>					
Sites identification	Site	150	44	6,600.00 €	
Site Qualification Visits	Visit	700	30	21,000.00 €	excluding Comac Phase 1 Unit
Site selection	Site	50	30	1,500.00 €	
Provide protocol to sites	Site	50	31	1,550.00 €	
<i>Subtotal: 1. Sites identification / selection</i>				30,650.00 €	
<b>2. Study Start-up / CTA Submission Preparation</b>					
Study Material Review/GAP analysis/Submission Preparation	Country/submission	1000	4	4,000.00 €	
Essential Site Regulatory Documents (distribute, collect, manage, track)	Site	354	31	10,974.00 €	
Informed consent local customization/translation; Other documents translation (Protocol Synopsis, etc.)	Country/submission	1200	4	4,800.00 €	



Attachment 2  
Responsibilities & Start-up Cost calculation

Project: TRCA-303 (VALOR-CKD)		Region CEE			
COMAC Services - Start-up, Site Monitoring, Study management, eTME, PRV	Unit definition	Unit cost (€)	# of units	Total Cost (€)	Comments
Study Phase			IIIb		
Study Name	"A Phase 3b, Randomized, Double-blind, Placebo-controlled Study to Evaluate the Efficacy and Safety of TRC101 in Delaying Chronic Kidney Disease Progression in Subjects with Metabolic Acidosis" / Study Number (Name) - TRCA-303 (VALOR-CKD)				
Location of Sites		Albania - 3 Bulgaria - 11 Macedonia - 3 Romania - 14			
Number of Countries		4			
Number of Sites		31			
Number of subjects		1,000 screened			
		500 enrolled			
No. of subjects per site on avg.		16.1			
Estimated number of SAEs at max		125			
Estimated Study Duration FPFV till DBL		49 months			
Estimated Total Program Duration (Comac involvement)		57 months			
Projected date of Onset of services		May.18			
Projected date of Protocol Final		Jul.18			

# EXHIBIT 3

**Amendment #1 to Work Order #1 to Master Services Agreement**

THIS AMENDMENT NO. 1 to Work Order #1 (the "Amendment") is made effective as of December 1<sup>st</sup>, 2018 (the "Amendment Effective Date"), between Tricida, Inc. ("SPONSOR") and COMAC Medical Ltd. ("COMAC").

WHEREAS, SPONSOR and COMAC entered into Work Order #1 effective May 1<sup>st</sup>, 2018 pursuant to a Master Services Agreement dated July 9<sup>th</sup>, 2018 entered into by and between SPONSOR and COMAC (the "MSA") in which COMAC was to provide certain services to SPONSOR in connection with the clinical trial entitled "A Phase 3b, Randomized, Double-blind, Placebo-controlled Study to Evaluate the Efficacy and Safety of TRC101 in Delaying Chronic Kidney Disease Progression in Subjects with Metabolic Acidosis" (the "Study"), with Protocol Number TRCA-303 (the "Protocol").

WHEREAS, the Parties hereby wish to amend the Work Order in order to update the Study timelines and the Study budget.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. In Section I, Scope of Work, Subsection A, Description of Services, amend the first sentence in part to read as follows:

"COMAC will assist Sponsor in the organization and provision of CRO services (the "Services"), for the study entitled - A Phase 3b, Randomized, Double-blind, Placebo-controlled Study to Evaluate the Efficacy and Safety of TRC101 in Delaying Chronic Kidney Disease Progression in Subjects with Metabolic Acidosis"

2. The List of Tasks from Subsection C. Project specifications, under Section I. Scope of Work, shall be deleted in its entirety and replaced with the following:

	List of Tasks	Description (if applicable)
1	<b>CTA Submission Preparation</b>	All Study documents required for submission to the respective local Drug Agency will be prepared and filed according to the local legislation by Comac Regulatory Affairs Group.  COMAC will be accountable for and will maintain an inventory of regulatory documents, copies of which will be stored in a secure, restricted-access environment. COMAC will conduct in-house audits to verify that all required documents have been received and are complete, accurate, and valid.  Timelines for approval - 60 days shortest.
1.1	Study Material Review/GAP analysis/Submission Preparation	
1.2	Informed consent local customization/translation; Other documents translation (Subject Information Sheet, Subject Dosing Instructions, Protocol Synopsis, etc.)	
1.3	Study submission/approval - RA	
1.4	Study submission/approval - RA-Notifications	
1.5	Review or Provide Insurance certificate (to be paid by the Sponsor directly to the insurer)	
2	<b>EC Submission and Local File Set-up</b>	

2.1	Study submission/approval - EC	Studies are being applied in the competent Ethics Committee. Timelines for approval – 60 days shortest.
2.2	Obtaining EC study (preliminary) design opinion	
2.3	Study submission/approval – EC-Notifications	
3	<b>Documentation management/ Electronic Trial Master File (eTMF) Support</b>	
3.1	Assistance in eTMF set-up and maintenance	All regulatory and trial-related documents for Bulgaria, Romania, Macedonia and Albania will be collected and submitted to eTMF managed by Tricida's designee on a monthly basis.
	Investigative site file set-up & maintenance	Comac team will set and maintain the Investigative site file in accordance with Tricida's instructions. COMAC will manage the following key regulatory and Study-specific documents: <ul style="list-style-type: none"> <li>- Investigator-identification documents and curricula vitae</li> <li>- Ethics Committee (EC) approval and correspondence</li> <li>- Regulatory Authority (RA) approval and interaction</li> <li>- Protocol and protocol amendment(s)</li> <li>- Informed consent documents</li> <li>- General correspondence and contact records</li> <li>- Safety files</li> <li>- Investigator Agreements</li> <li>- Financial Disclosure Forms and Data Protection Forms</li> </ul>
	Track all versions of documents included in essential documents, Archiving of Study files	Comac team will track and file study documents using Tricida's designated eTMF system. Archiving to be performed in accordance with Tricida's instructions.
4	<b>Site selection / Study Familiarization / Meetings / Trainings</b>	
4.1	Investigator meeting	Investigator meeting preparation, organization support and attendance.
4.2	Kick-off meeting	May 4, 2018
4.3	Site Qualification Visits	30 sites to be qualified in Bulgaria, Macedonia, Romania, Albania. in order to select 31 sites in total for participation in the Study.
4.4	Initial Study Familiarization	In-house Study materials review and familiarization
5	<b>Monitoring &amp; Clinical Conduct</b>	
5.1	Prepare & familiarize with Monitoring manual	Assisting in preparation of the Monitoring manual. Familiarization with the final Monitoring manual.
5.2	Familiarize with Medical Monitoring plan	Review and familiarization with the Medical Monitoring plan, provided by the Sponsor.

5.3	Initiation Visits – 31 Visits	The Initiation Visits will be performed in accordance with the approved Clinical Monitoring Plan.
5.4	Monitoring Visits (13 visits per site; one-day) - Blinded	The blinded Monitoring Visits will be performed in accordance with the approved Clinical Monitoring Plan.
5.5	Monitoring Visits (7 visits per site; one-day) - UnBlinded	The unblinded Monitoring Visits will be performed in accordance with the approved Clinical Monitoring Plan.
5.6	Patient recruitment control / Eligibility check	Patient recruitment control / Eligibility check to be performed in accordance with the Protocol requirements.
5.7	Termination Visits (31 visits)	The Termination Visits will be performed in accordance with the approved Clinical Monitoring Plan.
5.8	In-house (remote) monitoring	The In-house (remote) monitoring will be performed in accordance with the approved Clinical Monitoring Plan.
6	<b>Study /Site management</b>	
6.1	Internal team project management & Site Management, Lead CRA& Project Assistant Support & correspondence, Study administration	<ul style="list-style-type: none"> <li>- Supervision and control over “line of communication” between Comac Medical employees and partners/ Sponsor;</li> <li>- Communication with Sponsor;</li> <li>- Control of submission/ approval process to EC/ RA in close collaboration with Regulatory Affairs Associates;</li> <li>- Study set-up, incl. team meetings and preparation of Study-specific forms;</li> </ul>
6.2	Team communication	<p>Within team communication</p> <p>Study tracking:</p> <ul style="list-style-type: none"> <li>- Regulatory approval status per country/ site</li> </ul>
6.3	Co-Monitoring	To be performed in accordance with the approved Clinical Monitoring Plan.
7	<b>IMP logistics</b>	
7.1	Obtain Import/Export License	To be performed in accordance with the applicable legal regulations.
7.2	IMP receipt oversight / Customs clearance (if applicable)	To be performed in accordance with Tricida's instructions and in accordance with the local requirements.
8	<b>Drug Safety and Pharmacovigilance</b>	
8.1	Notify ECs of SAEs and SUSARs/Distribute Safety Reports	Safety reporting will be performed per-protocol and Safety Management Plan.
8.2	Reporting to Competent Authorities	
8.3	Submission of Periodic Safety Listings	
8.4	Submission of Periodic Safety Reports	
9	<b>Quality Assurance</b>	
9.1	Conduct QA Audit of Final Clinical & Safety Laboratory Databases	To be performed in accordance with Tricida's instructions.
9.2	Conduct QA Audit of Project Files and Electronic Trial Master File (eTMF)	To be performed in accordance with Tricida's instructions.
9.3	Provide Support During FDA/CA Site Inspection	To be performed in accordance with Tricida's instructions.

2. Subsection D. Schedule, under Section I. Scope of Work, shall be amended to be read, as follows:  
"Services listed within this Work Order will be provided from May 2018 through March 2023."

3. Subsection A. Service Fees, under Section II. Fees and Expenses, shall be amended, to be read, as follows:

"Budgeted costs that will be used to perform the Services are listed in Attachment II of this Work Order.

As of the Amendment Effective Date, COMAC will bill Sponsor in accordance with the following payment schedule:

- The amount of 676,173.00 EURO of the Service fees shall be paid at the First Subject First Visit;
- The amount of 563,477.50 EURO of the Services fees shall be paid at the Last Subject Randomized;
- The amount of 563,477.50 EURO of the Services fees shall be paid at the Last Subject Last Visit;
- The amount of 338,086.50 EURO of the Services fees shall be paid at the Database Lock;
- The amount of 112,695.50 EURO of the Services fees shall be paid at Closure of Study Site and all Study documents shipped to SPONSOR.

The Parties hereto acknowledge that as of the Amendment Effective Date, the amount of 128,522.00 EURO of the Service fees, due and payable upon the full execution of the Work Order, has already been invoiced by COMAC and paid by the Sponsor.

The Parties hereto also acknowledge that as of the Amendment Effective Date, the amount of 128,522.00 EURO of the Service fees, due and payable at the Study regulatory submission, has been invoiced by COMAC and shall be paid by the Sponsor.

It is understood that all Services provided by COMAC under this Work Order will be performed in accordance with the terms and conditions as set forth in the MSA.

COMAC's performance of the Services shall commence in May 2018 and will continue until the end of March 2023. At the end of this period, if COMAC Services are still necessary, the terms of this Work Order may be reviewed and amended as mutually agreed by the parties."

4. Subsection B. Pass-Through Expenses, under Section II. Fees and Expenses, shall be amended to be read as follows:

"Sponsor will reimburse COMAC for actual and documented out-of-pocket expenses ("Pass-through Expenses"). These will include but are not limited to the following items: travel-related expenses, CRF printing, shipping costs, translation fees, costs incurred in connection with the conduct of investigators meetings, and other such third party, non-labor related expenses. All Pass-through Expenses will be billed on a monthly basis directly to Sponsor without markup.

Unless specifically agreed by the parties in writing, the maximum amount of reimbursement for Pass-Through Costs will be limited to 7,221,220.00 EURO as per Attachment II.

COMAC shall administer payments (including money transfers) to the investigative sites on Sponsor's behalf from advance payments received from Sponsor. COMAC shall provide reports to

Sponsor on quarterly basis/as per the agreements with the Investigative sites and shall invoice the Sponsor for such advance payments upon Sponsor's approval on the provided reports. Payment to the investigative sites shall be made by COMAC upon receipt of funds by the Sponsor. A reconciliation of the amounts due shall be performed on ongoing basis.

Pass-Through Expenses will be invoiced as incurred on a monthly basis and reimbursed upon receipt of the documentation and in accordance with Sponsor invoicing policies, with exception of the investigative sites grants, which will be invoiced, as specified in the previous paragraph."

5. The overall budget from Subsection C. Overall Budget under Section II. Fees and Expenses, shall be amended from 291,794.00 EURO, including Pass-through Expenses to 9,732,174.00 EURO, including Pass-through Expenses. In relation to this, the maximum amount of compensation for Services, indicated in the last paragraph from Subsection C. Overall Budget under Section II. Fees and Expenses, shall be amended from 257,044.00 EURO (excluding Pass-Through Expenses) to 2,510,954.00 EURO (excluding Pass-Through Expenses).

6. Attachment II: Responsibilities & Start-up Cost calculation from the Work Order, shall be deleted in its entirety and replaced with the Attachment II: Responsibilities & Cost calculation attached hereto.


7. Attachment III: Transfer of Obligations Form from the Work Order, shall be deleted in its entirety and replaced with Attachment III attached hereto.

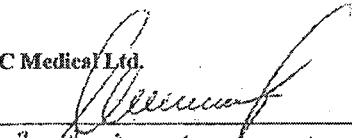
8. Capitalized terms used but not defined in this Amendment have the meanings ascribed to them in the Work Order and/or MSA. Except as expressly set forth in this Amendment, the Work Order remains in full force and effect in accordance with its terms. If one or more provisions of this Amendment are held to be unenforceable under applicable law, such provisions shall be excluded from this Amendment and the balance of this Amendment shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

This Amendment may be executed in any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

ACCEPTED AND AGREED TO:

Tricida, Inc  
By:   
Name: GERRIT KRAEMER  
Title: CEO & PRESIDENT  
Date: 11-DEC-2018

COMAC Medical Ltd.  
By:   
Name: Milen Vrabanski MD  
Title: CEO  
Date: 11. 12. 2018

Approved by Legal Est 11-DEC 2018

Approved by Finance Est 12/11/2018

Attachment II  
Responsibilities & Cost calculation

Project: TRCA-303 (VALOR-CKD)		Region CEE			
COMAC Services - Start-up, Site Monitoring, Study management, eTMF, PhV	Unit definition	Unit cost (€)	# of units	Total Cost (€)	Comments
Study Phase	IIIb				
Study Name	"A Phase 3b, Randomized, Double-blind, Placebo-controlled Study to Evaluate the Efficacy and Safety of TRCI01 in Delaying Chronic Kidney Disease Progression in Subjects with Metabolic Acidosis" / Study Number (Name) - TRCA-303 (VALOR-CKD)				
Location of Sites	Albania - 3 Bulgaria - 11 Macedonia - 3 Romania - 14				
Number of Countries	4				
Number of Sites	31				
Number of subjects	1,000 screened				
	500 enrolled				
	400 randomized				
No. of subjects per site on avg.	12.9				
Estimated number of SAEs at max	100				
Estimated Study Duration PPFV till DBL	49 months				
Estimated Total Program Duration (Comac involvement)	58 months				
Projected date of Onset of services	May.18				
Projected date of Protocol Final	Jul.18				
	500 randomized				
	400 randomized				
	7%				
	7%				
	49 months				
	58 months				
	May.18				
	Jul.18				
	Part A				
	Part B				



Projected date of First Clinical Trial Application Submission		Aug.18	Aug.18	
Projected date of First Study approval		Oct.18	Oct.18	
Projected date of Last Study approval		Dec.18	Dec.18	
Projected date of Investigators' Meeting		Oct.18	Oct.18	
Projected date of First Site Initiated		Nov.18	Nov.18	
Projected date of FPFV		Dec.18	Dec.18	
Projected date of LPI		Oct.19	Oct.19	last randomization
Projected date of LPLV		Nov.22	Nov.22	
Projected date of Database Lock		Dec.22	Dec.22	
Projected date of Topline Tables, Listings & Figures (TLFs)		Jan.23	Jan.23	
Projected date of COVs		Feb.23	Feb.23	
Projected date of TMF to TRICIDA		Mar.23	Mar.23	
Projected end of Comae services for the study		Mar.23	Mar.23	
<b>SERVICES</b>	<b>Unit definition</b>	<b>Cost per unit (€)</b>	<b>Units</b>	<b>Cost (EUR)</b>
<b>1. Sites identification / selection</b>				
Sites identification	Site	150	44	6,600.00 €
Site Qualification Visits	Visit	700	30	21,000.00 €
Site selection	Site	50	30	1,500.00 €
Provide protocol to sites	Site	50	31	1,550.00 €
<i>Subtotal: 1. Sites identification / selection</i>			<i>30,650.00 €</i>	<i>30,650.00 €</i>
<b>2. Study Start-up / CTA Submission Preparation</b>				
Study Material Review/GAP analysis/Submission Preparation	Country/submission	1000	4	4,000.00 €
Essential Site Regulatory Documents (distribute, collect, manage, track)	Site	354	31	10,974.00 €
Informed consent local customization/translation; Other documents translation (Protocol Synopsis, etc.)	Country/submission	1200	4	4,800.00 €

Study submission/approval - CA	Country/submission	1600	4	6,400.00 €	
Develop Study Manual(s) (including necessary forms and logs)	Country	500	4	2,000.00 €	
Study submission/approval - CA - Notifications	Country / study	300	4	1,200.00 €	e.g. FPI, LPI, CSR
Review or Provide Insurance certificate (to be paid by the Sponsor directly to the Insurer)	Country/document	200	4	800.00 €	
Clinical Trial Agreements - negotiation and signature	Site	700	31	21,700.00 €	
Provide General Regulatory Consulting	Country / study	400	4	1,600.00 €	
<b>Subtotal: 2. Study Start-up / CTA Submission Preparation</b>				<b>53,474.00 €</b>	<b>53,474.00 €</b>
<b>3. EC Submission and Local File Set-up</b>					
Study submission/approval - EC	Submission	1200	4	4,800.00 €	
Study submission/approval - EC - Notifications	Site / study	150	31	4,650.00 €	e.g. FPI, LPI, CSR
<b>Subtotal: 3. EC Submission and Local File Set-up</b>				<b>9,450.00 €</b>	<b>9,450.00 €</b>
<b>4. Documentation management / eTMF</b>					
Assist in Setup eTMF	Country / study	1000	4	4,000.00 €	local support
Maintain and Track eTMF	Site / month	15	1519	22,785.00 €	
Investigative site file set-up & maintenance	Site / month	15	1519	22,785.00 €	
Track all versions of documents included in essential documents	country / month	10	232	2,320.00 €	
Collection of Original Wet Ink Study Documents and Transfer to Tricida at the Study End	Site	150	31	4,650.00 €	
Perform Local QC on a semi-annual Basis	QC	500	8	4,000.00 €	local QC
Archive Study Files	Site	200	31	6,200.00 €	
<b>Subtotal: 4. Documentation management / eTMF</b>				<b>66,740.00 €</b>	<b>66,740.00 €</b>
<b>5. Study trainings / Meetings / Site Initiation Activities</b>					
Initial Study familiarization	Protocol version/ person	800	14	11,200.00 €	
Project Kick-off Meeting attendance	Meeting	2000	1	2,000.00 €	PL alone
Investigator's Meeting and CRA Training attendance & organization assistance	Meeting	10000	1	10,000.00 €	
<b>Subtotal: 5. Study trainings / Meetings / Site Initiation Activities</b>				<b>23,200.00 €</b>	<b>23,200.00 €</b>

9. Drug Safety and Pharmacovigilance					
SAE Receipt/Review and Processing	event		NAP	0.00 €	performed by the Sponsor
SAE Narrative Form	form		NAP	0.00 €	performed by the Sponsor
Notify ECs of SAEs and SUSARs/Distribute Safety Reports	report	100	8	800.00 €	
Reporting to Competent Authorities	report	100	8	800.00 €	
Preparation/Submission of Periodic Safety Listings	Country / year	250	20	5,000.00 €	
Preparation/Submission of Periodic Safety Reports	Country / year	250	20	5,000.00 €	
<i>Subtotal: 9. Drug Safety and Pharmacovigilance</i>				<i>11,600.00 €</i>	<i>11,600.00 €</i>
10. Quality Assurance					
Conduct QA Audit of Final Clinical & Safety Laboratory Databases	Audit	2000	1	2,000.00 €	
Conduct QA Audit of Project Files and Electronic Trial Master File (eTMF)	Audit	2000	1	2,000.00 €	
Provide Support During FDA/CA Site Inspection	Inspection	2000	1	2,000.00 €	
<i>Subtotal: 10. Quality Assurance</i>				<i>6,000.00 €</i>	<i>6,000.00 €</i>
<b>TOTAL CRO / Clinical site services Budget:</b>				<b>2,510,954.00 €</b>	<b>2,510,954.00 €</b>
<i>Per-patient cost - services fees</i>				<i>6,277.39 €</i>	
11. Pass-Through costs - external costs:*					
Ethics Committee related fees			16000	16,000.00 €	
CA Approvals fees			16000	16,000.00 €	
Mileage/Meals			106800	106,800.00 €	
Kick-off meeting			NAP	0.00 €	
Investigator meeting expenses			NAP	0.00 €	All investigator meeting expenses will be prepaid and/or paid for by Tricida.
Copying/Printing/Fax paper etc. - consumption of materials			23200	23,200.00 €	
IMP import / customs clearance / Import/Export License			25200	25,200.00 €	
Mail/Courier			46400	46,400.00 €	

6. Monitoring & Clinical Conduct					
Prepare & familiarize with Monitoring manual	Document	500	1	500.00 €	
Familiarize with Medical Monitoring plan	Document	500	1	500.00 €	
Initiation Visits (31 visits)	Visit	1100	31	34,100.00 €	
Monitoring Visits (13 visits per site; one-day) - Blinded	Visit	1100	403	443,300.00 €	
Monitoring Visits (7 visits per site; one-day) - UnBlinded	Visit	900	217	195,300.00 €	
Patient recruitment control / Eligibility check	Patients	50	400	20,000.00 €	
Termination Visits (31 visits)	Visit	1100	31	34,100.00 €	
In-house (remote) monitoring	Site / month	150	1519	227,850.00 €	
Ongoing Medical Monitoring	Site / month		NAP	0.00 €	performed by the Sponsor
<b>Subtotal: 6. Monitoring &amp; Clinical Conduct</b>				<b>955,650.00 €</b>	
7. Study / Site management					
Internal Team Project Management, Lead CRA & Project Assistant Support	month	5000	58	290,000.00 €	
Report review	visit	140	712	99,680.00 €	
Co-Monitoring				0.00 €	
Site management incl. Site communication, Queries resolution, Logistic support	Site / month	290	1519	440,510.00 €	
Study administration	Country / month	350	232	81,200.00 €	
Study plans preparation (e.g. Communication, Project Management, Escalation, Safety, etc.)	Study	3000	1	3,000.00 €	
Internal team communication & Teleconferences	Country / month	1500	232	348,000.00 €	
Study status - updates and Client communication	Month	1200	58	69,600.00 €	
<b>Subtotal: 7. Study / Site management</b>				<b>1,331,990.00 €</b>	
8. IMP logistics					
Obtain Import/Export License	License	200	36	7,200.00 €	
IMP receipt oversight / Customs clearance (if applicable)	Receipt	500	30	15,000.00 €	assuming 6 shipments per site
IMP local destruction	Site	500		0.00 €	TBD
<b>Subtotal: 8. IMP logistics</b>				<b>22,200.00 €</b>	

<b>12. Pass-Through costs - Investigative Site grant. Site support / Patient recruitment &amp; retention assistance:</b>					
Investigative Site grant - Per patient cost		13885	400 patients	5,554,000.00 €	including 630 EUR reimbursement per subject (35 EUR per visit)
Investigative Site grant - One-time fees		5385	31 sites	166,935.00 €	
Investigative Site grant - Additional fees		706685	1 study	706,685.00 €	<p>Pooled costs according to the following assumptions:</p> <ul style="list-style-type: none"> <li>- Pre-screening - 350 EUR x 20% x 1000 screened subjects = 70,000</li> <li>- SFs - 870 EUR x 500 SFs = 435,000</li> <li>- A3 visit - 550 EUR (515 + 35) x 100 subjects = 55,000</li> <li>- Unscheduled Visit - 600 EUR (565+35) x 20% x 400 randomized subjects = 48,000</li> <li>- Non-for-cause Audit - 860 EUR x 5 = 4,300</li> <li>- Annual Pharmacy - 430 EUR x 31 sites x 4 years = 53,320</li> <li>- Protocol Amendment - 215 EUR x 1 Amendment x 31 sites = 6,665</li> <li>- Endpoint package - 215 EUR x 15% x 400 randomized subjects = 12,900</li> <li>- SAE Report Processing - 215 EUR x 100 SAEs = 21,500</li> </ul>
Site support - Patient recruitment & retention assistance		1400	400 patients	560,000.00 €	This site support fee is applicable solely to subjects randomized in Part B, but not to subject enrolled in Part A who are not eligible for Part B. Unit cost - flat €1,400 fee shall apply to anyone randomized in Part B irrespective of duration of their participation in the study.
Lead Site manager - oversight					
<b>Total Pass-Through costs:</b>				<b>7,221,220.00 €</b>	
<b>Total budget CRO Service Fees / Pass-Through costs:</b>				<b>9,732,174.00 €</b>	

\* - To be billed on actual basis without mark-up.

Any additional task will be charged separately. VAT is not included

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26.11.2018

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## Attachment III

## Transfer of Obligations Form

(References are to Title 21 of the Code of Federal Regulations)

SPONSOR    COMAC

- |    |  |   |                          |                          |
|----|--|---|--------------------------|--------------------------|
| A. | 1.   | Prepare the Investigational New Drug Application (IND), or any portions of the application. (312.23)  | X                        | <input type="checkbox"/> |
|    | 2.   | Submit the IND to FDA.  | X                        | <input type="checkbox"/> |
| B. | Maintain the IND by preparing and submitting IND amendments, as necessary: |   |                          |                          |
|    | 1.   | Protocol Amendments (new protocols, changes in protocols, and new investigators). (312.30)  |                          |                          |
|    | (a)  | Prepare   | X                        | <input type="checkbox"/> |
|    | (b)  | Submit to FDA   | X                        | <input type="checkbox"/> |
|    | 2.   | Information Amendments (e.g., new toxicology, chemistry or other technical information; any reports regarding discontinuance of a clinical investigation). (312.31) |                          |                          |
|    | (a)  | Prepare   | X                        | <input type="checkbox"/> |
|    | (b)  | Submit to FDA   | X                        | <input type="checkbox"/> |
|    | 3.   | IND Safety Reports (initial and follow-up reports). (312.32)  |                          |                          |
|    | (a)  | Prepare   | X                        | <input type="checkbox"/> |
|    | (b)  | Submit to FDA (written; telephone/fax)  | X                        | <input type="checkbox"/> |
|    | (c)  | Notify Investigators  | <input type="checkbox"/> | X                        |
|    | 4.   | Annual Reports. (312.33)  |                          |                          |
|    | (a)  | Prepare   | X                        | <input type="checkbox"/> |

- |  |   |   |
|--|---|---|
| (b) Submit to FDA  | X | □ |
| 5. Withdraw the IND. (312.38)  | X | □ |
| C. Select Investigators and Monitors: (312.53)   |   |   |
| 1. Select/recruit investigators.   | X | X |
| 2. Control shipping of the study drug.   | X | □ |
| 3. Obtain from each investigator: signed agreement, CV, clinical protocol, Form FDA 1572, financial disclosure information.  | □ | X |
| 4. Select qualified monitors.  | □ | X |
| 5. Inform investigators of important safety information. (312.55)  | □ | X |
| 6. Amend the investigator's brochure.  | X | □ |
| D. Review of Ongoing Investigations (312.56):  |   |   |
| 1. Monitor the investigation (includes ensuring that investigation is conducted in accordance with the investigational plan and protocol in the IND, and that the investigator is maintaining proper control of the study drug). | X | X |
| 2. Secure compliance or discontinue investigator participation.  | X | X |
| 3. Review and evaluate evidence relating to safety and effectiveness and report to FDA as required.  | X | □ |
| 4. Discontinue investigation if it is determined that the study drug involves unreasonable and significant risk to subjects.   | X | □ |
| 5. In reviewing ongoing investigations, ensure that investigators meet obligations   |   |   |

under 312.60 - 312.69, including:

- Obtaining initial and continuing IRB/EC review and approval of clinical study.  X
- Promptly reporting to the IRB/EC any changes to study and any unanticipated problems.  X
- Not make any changes in the research without prior IRB/EC approval, unless necessary to eliminate an immediate hazard to study subjects.  X

E. Maintain Sponsor Records and Reports: (312.57)

1. Records of shipment and disposition of study drug.  X
2. All correspondence (sponsor, FDA, IRB/EC, investigators, etc.)  X
3. Records concerning adverse effects.  X
4. Other records required by FDA.
5. Retain records and reports required by FDA for two years after a marketing application is approved.  X
6. Allow inspection of sponsor's records by properly authorized FDA official or employee.  X

F. Assure the return or alternate disposition of unused supply of investigational drug. (312.59)

X

G. Retain reserve samples of study drug and reference standard for bioequivalence/bioavailability study. (312.57(d))



**EXHIBIT 4**

**Amendment #2 to Work Order #1 to Master Services Agreement**

THIS AMENDMENT NO. 2 to Work Order #1 (the "Amendment") is made effective as of September 5<sup>th</sup>, 2019 (the "Amendment Effective Date"), between Tricida, Inc. ("SPONSOR") and COMAC Medical Ltd. ("COMAC").

WHEREAS, SPONSOR and COMAC entered into Work Order #1 effective May 1<sup>st</sup>, 2018 pursuant to a Master Services Agreement dated July 9<sup>th</sup>, 2018 entered into by and between SPONSOR and COMAC (the "MSA") in which COMAC was to provide certain services to SPONSOR in connection with the clinical trial entitled "A Phase 3b, Randomized, Double-blind, Placebo-controlled Study to Evaluate the Efficacy and Safety of TRC101 in Delaying Chronic Kidney Disease Progression in Subjects with Metabolic Acidosis" (the "Study"), with Protocol Number TRCA-303 (the "Protocol")

WHEREAS, SPONSOR and COMAC entered into Amendment #1 to Work Order #1 effective December 1<sup>st</sup>, 2018, in order to update the Study timelines and the Study budget.

WHEREAS, the Parties hereby wish to execute this Amendment #2 to the Work Order in order to update the Study budget.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. In Section I, Scope of Work, Subsection A, Description of Services, amend the first sentence in part to read as follows:

"COMAC will assist Sponsor in the organization and provision of CRO services (the "Services"), for the study entitled - A Phase 3b, Randomized, Double-blind, Placebo-controlled Study to Evaluate the Efficacy and Safety of TRC101 in Delaying Chronic Kidney Disease Progression in Subjects with Metabolic Acidosis"

2. The List of Tasks from Subsection C. Project specifications, under Section I. Scope of Work, shall be amended as follows:

- A. Amend Task 1.2 as follows:

Informed Consent local customization and translation; other documents translation (patient-facing materials, protocol synopsis, etc.), including updates of study documents in accordance with Protocol Amendment #1 from September 5<sup>th</sup>, 2019

- B. Amend Task 1.3 as follows:

Study submission/approval – RA, including Protocol Amendment #1

- C. Amend Task 2.1 as follows:

Study submission/approval – EC, including Protocol Amendment #1

- D. Amend Task 4.3 to read as follows:

32 sites to be qualified in Bulgaria, Macedonia, Romania, Albania. in order to select 33 sites in total for participation in the Study.

E. Amend Task 5.3 to read as follows:

Initiation Visits – 33 Visits

F. Amend Task 5.7 to read as follows:

Termination Visits (33 visits)

3. Subsection A. Service Fees, under Section II. Fees and Expenses, shall be amended, to be read, as follows:

“Budgeted costs that will be used to perform the Services are listed in Attachment II of this Work Order.

As of the Amendment Effective Date, COMAC will bill Sponsor in accordance with the following payment schedule:

- The amount of 114,971.11 EURO of the Services fees shall be paid at this Amendment signature;
- The amount of 622,213.53 EURO of the Services fees shall be paid at the Last Subject Randomized; 50% of this amount, namely 311,106.77 EURO shall be paid at the end of year 2019. The remaining 50%, namely 311,106.77 EURO, shall be paid upon randomization of the last subject;
- The amount of 622,213.53 EURO of the Services fees shall be paid at the Last Subject Last Visit; This amount will be paid on equal installments (each of 77,776.69 EURO) on a quarterly basis, starting in Q1 2021 until the last subject last visit in Q4 2022.
- The amount of 373,328.12 EURO of the Services fees shall be paid at the Database Lock;
- The amount of 124,442.71 EURO of the Services fees shall be paid at Closure of Study Site and all Study documents shipped to SPONSOR.

The Parties hereto acknowledge that as of the Amendment Effective Date, the amount of 128,522.00 EURO of the Service fees, due and payable upon the full execution of the Work Order, has already been invoiced by COMAC and paid by the Sponsor.

The Parties hereto also acknowledge that as of the Amendment Effective Date, the amount of 128,522.00 EURO of the Service fees, due and payable at the Study regulatory submission, has been invoiced by COMAC and shall be paid by the Sponsor.

The Parties hereto acknowledge that as of the Amendment Effective Date, the amount of 676,173.00 EURO of the Service fees, due and payable upon First Subject First Visit, has already been invoiced by COMAC and paid by the Sponsor.

It is understood that all Services provided by COMAC under this Work Order will be performed in accordance with the terms and conditions as set forth in the MSA.

COMAC's performance of the Services shall commence in May 2018 and will continue until the end of March 2023. At the end of this period, if COMAC Services are still necessary, the terms of this Work Order may be reviewed and amended as mutually agreed by the parties.”

4. Subsection B. Pass-Through Expenses, under Section II. Fees and Expenses, shall be amended to be read as follows:

"Sponsor will reimburse COMAC for actual and documented out-of-pocket expenses ("Pass-through Expenses"). These will include but are not limited to the following items: travel-related expenses, CRF printing, shipping costs, translation fees, costs incurred in connection with the conduct of investigators meetings, and other such third party, non-labor related expenses. All Pass-through Expenses will be billed on a monthly basis directly to Sponsor without markup.

Unless specifically agreed by the parties in writing, the maximum amount of reimbursement for Pass-Through Costs will be limited to 7,520,310.00 EURO as per Attachment II.

COMAC shall administer payments (including money transfers) to the investigative sites on Sponsor's behalf from advance payments received from Sponsor. COMAC shall provide reports to Sponsor on quarterly basis/as per the agreements with the Investigative sites and shall invoice the Sponsor for such advance payments upon Sponsor's approval on the provided reports. Payment to the investigative sites shall be made by COMAC upon receipt of funds by the Sponsor. A reconciliation of the amounts due shall be performed on ongoing basis.

Pass-Through Expenses will be invoiced as incurred on a monthly basis and reimbursed upon receipt of the documentation and in accordance with Sponsor invoicing policies, with exception of the investigative sites grants, which will be invoiced, as specified in the previous paragraph."

5. The overall budget from Subsection C. Overall Budget under Section II. Fees and Expenses, shall be amended from 9,732,174.00 EURO, including Pass-through Expenses to 10,310,696.00 EURO, including Pass-through Expenses. In relation to this, the maximum amount of compensation for Services, indicated in the last paragraph from Subsection C. Overall Budget under Section II. Fees and Expenses, shall be amended from 2,510,954.00 EURO (excluding Pass-Through Expenses) to 2,790,386.00 EURO (excluding Pass-Through Expenses).

6. Attachment II: Responsibilities & Start-up Cost calculation from the Work Order, shall be deleted in its entirety and replaced with the Attachment II: Responsibilities & Cost calculation attached hereto.

7. Capitalized terms used but not defined in this Amendment have the meanings ascribed to them in the Work Order and/or MSA. Except as expressly set forth in this Amendment, the Work Order remains in full force and effect in accordance with its terms. If one or more provisions of this Amendment are held to be unenforceable under applicable law, such provisions shall be excluded from this Amendment and the balance of this Amendment shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

This Amendment may be executed in any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

ACCEPTED AND AGREED TO:

Tricida, Inc.

COMAC Medical Ltd

By: [Signature]

By: [Signature]

Name: Geoff Paevel

Name: William Verbois, MD

Title: CEO

Title: CEO

Date: 11-13-19

Date: 13.11.2019

Finance EP 11/13/19

Approved by Legal 13.11.2019

Attachment II  
Responsibilities & Cost calculation

Project: TRCA-303 (VALOR-CKD)		Region CEE			
COMAC Services - Start-up, Site Monitoring, Study management, eTMF, PhV	Unit definition	Unit cost (€)	# of units	Total Cost (€)	Comments
Study Phase	IIIb				
Study Name	"A Phase 3b, Randomized, Double-blind, Placebo-controlled Study to Evaluate the Efficacy and Safety of TRC101 in Delaying Chronic Kidney Disease Progression in Subjects with Metabolic Acidosis" / Study Number (Name) - TRCA-303 (VALOR-CKD)				
Location of Sites		Albania - 3 Bulgaria - 12 Macedonia - 4 Romania - 14			
Number of Countries		4			
Number of Sites		33			
Number of subjects		1,000 screened			
		500 enrolled			Part A
		400 randomized			Part B
No. of subjects per site on avg.		12.1			
Estimated number of SAEs at max		100			
Estimated Study Duration FPFV till DBL		49 months			
Estimated Total Program Duration (Comac involvement)		58 months			
Projected date of Onset of services		May.18			

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Projected date of Protocol Final		Jul.18			
Projected date of First Clinical Trial Application Submission		Aug.18			
Projected date of First Study approval		Oct.18			
Projected date of Last Study approval		Dec.18			
Projected date of Investigators' Meeting		Oct.18			
Projected date of First Site Initiated		Nov.18			
Projected date of FPFV		Dec.18			
Projected date of LPI		Aug.20			last randomization - Part B
Projected date of LPLV		Nov.22			
Projected date of Database Lock		Dec.22			
Projected date of Topline Tables, Listings & Figures (TLFs)		Jan.23			
Projected date of COVs		Feb.23			
Projected date of TMF to TRICIDA		Mar.23			
Projected end of Comac services for the study		Mar.23			
<b>SERVICES</b>	<b>Unit definition</b>	<b>Cost per unit (€)</b>	<b>Units</b>	<b>Cost (EUR)</b>	
<b>1. Sites identification / selection</b>					
Sites identification	Site	150	44	6,600.00 €	
Site Qualification Visits	Visit	700	32	22,400.00 €	excluding Comac Phase I Unit
Site selection	Site	50	33	1,650.00 €	
Provide protocol to sites	Site	50	33	1,650.00 €	
<i>Subtotal: 1. Sites identification / selection</i>			32,300.00 €		
<b>2. Study Start-up / CTA Submission Preparation</b>					

Study Material Review/GAP analysis/Submission Preparation	Country/submission	1000	4	4,000.00 €	
Essential Site Regulatory Documents (distribute, collect, manage, track)	Site	354	33	11,682.00 €	
Informed consent local customization/translation; Other documents translation (Protocol Synopsis, etc.)	Country/submission	1200	4	4,800.00 €	
Study submission/approval - CA	Country/submission	1600	4	6,400.00 €	
Essential Site Regulatory Documents (distribute, collect, manage, track) - Amendment	Site	118	33	3,894.00 €	Protocol Amendment I
Informed consent local customization/translation; Other documents translation (Protocol Synopsis, etc.) - Amendment	Country/submission	400	4	1,600.00 €	Protocol Amendment I
Study submission/approval - CA - Amendment	Country/submission	800	4	3,200.00 €	Protocol Amendment I
Develop Study Manual(s) (including necessary forms and logs)	Country	500	4	2,000.00 €	
Study submission/approval - CA - Notifications	Country / study	300	4	1,200.00 €	e.g. FPI, LPI, CSR
Review or Provide Insurance certificate (to be paid by the Sponsor directly to the insurer)	Country/document	200	4	800.00 €	
Clinical Trial Agreements - negotiation and signature	Site	700	33	23,100.00 €	
Clinical Trial Agreements - negotiation and signature - Amendment	Site	200	33	6,600.00 €	Protocol Amendment I
Provide General Regulatory Consulting	Country / study	400	4	1,600.00 €	
<b>Subtotal: 2. Study Start-up / CTA Submission Preparation</b>			<b>70,876.00 €</b>		
<b>3. EC Submission and Local File Set-up</b>					
Study submission/approval - EC	Submission	1200	4	4,800.00 €	
Study submission/approval - EC - Amendment	Submission	600	4	2,400.00 €	Protocol Amendment I



Study submission/approval - EC - Notifications	Site / study	150	33	4,950.00 €	e.g. FPI, LPI, CSR
<b>Subtotal: 3. EC Submission and Local File Set-up</b>			<b>12,150.00 €</b>		
<b>4. Documentation management / eTMF</b>					
Assist in Setup eTMF	Country / study	1000	4	4,000.00 €	local support
Maintain and Track eTMF	Site / month	15	1914	28,710.00 €	
Investigative site file set-up & maintenance	Site / month	15	1914	28,710.00 €	
Track all versions of documents included in essential documents	country / month	10	232	2,320.00 €	
Collection of Original Wet Ink Study Documents and Transfer to Tricida at the Study End	Site	150	33	4,950.00 €	
Perform Local QC on a semi-annual Basis	QC	500	9	4,500.00 €	local QC
Archive Study Files	Site	200	33	6,600.00 €	
<b>Subtotal: 4. Documentation management / eTMF</b>			<b>79,790.00 €</b>		
<b>5. Study trainings / Meetings / Site Initiation Activities</b>					
Initial Study familiarization	Protocol version/ person	800	14	11,200.00 €	
Project Kick-off Meeting attendance	Meeting	2000	1	2,000.00 €	PI alone
Investigator's Meeting and CRA Training attendance & organization assistance	Meeting	10000	1	10,000.00 €	
<b>Subtotal: 5. Study trainings / Meetings / Site Initiation Activities</b>			<b>23,200.00 €</b>		
<b>6. Monitoring &amp; Clinical Conduct</b>					
Prepare & familiarize with Monitoring manual	Document	500	1	500.00 €	
Familiarize with Medical Monitoring plan	Document	500	1	500.00 €	
Initiation Visits (33 visits)	Visit	1100	33	36,300.00 €	
Monitoring Visits (14 visits per site; one-day) - Blinded	Visit	1100	462	508,200.00 €	

Monitoring Visits (7 visits per site; one-day) - UnBlinded	Visit	900	231	207,900.00 €	
Additional day on site - Blinded / UnBlinded	Day	550	139	76,450.00 €	
Patient recruitment control / Eligibility check	Patients	50	400	20,000.00 €	
Termination Visits (33 visits)	Visit	1100	33	36,300.00 €	
In-house (remote) monitoring	Site / month	150	1617	242,550.00 €	
Ongoing Medical Monitoring	Site / month		NAP	0.00 €	performed by the Sponsor
<b>Subtotal: 6. Monitoring &amp; Clinical Conduct</b>				<b>1,128,700.00 €</b>	
<b>7. Study / Site management</b>					
Internal Team Project Management, Lead CRA & Project Assistant Support	month	5000	58	290,000.00 €	
Report review	visit	140	791	110,740.00 €	
Co-Monitoring	visit	1100	15	16,500.00 €	
Site management incl. Site communication, Queries resolution, Logistic support	Site / month	290	1617	468,930.00 €	
Study administration	Country / month	350	232	81,200.00 €	
Study plans preparation (e.g. Communication, Project Management, Escalation, Safety, etc.)	Study	3000	1	3,000.00 €	
Internal team communication & Teleconferences	Country / month	1500	232	348,000.00 €	
Study status - updates and Client communication	Month	1200	58	69,600.00 €	
<b>Subtotal: 7. Study / Site management</b>				<b>1,387,970.00 €</b>	
<b>8. IMP logistics</b>					
Obtain Import/Export License	License	200	54	10,800.00 €	
IMP receipt oversight / Customs clearance (if applicable)	Receipt	500	54	27,000.00 €	assuming 6 shipments per site
IMP local destruction	Site	500		0.00 €	TBD
<b>Subtotal: 8. IMP logistics</b>				<b>37,800.00 €</b>	

<b>9. Drug Safety and Pharmacovigilance</b>					
SAE Receipt/Review and Processing	event		NAP	0.00 €	performed by the Sponsor
SAE Narrative Form	form		NAP	0.00 €	performed by the Sponsor
Notify ECs of SAEs and SUSARs/Distribute Safety Reports	report	100	8	800.00 €	
Reporting to Competent Authorities	report	100	8	800.00 €	
Preparation/Submission of Periodic Safety Listings	Country / year	250	20	5,000.00 €	
Preparation/Submission of Periodic Safety Reports	Country / year	250	20	5,000.00 €	
<i>Subtotal: 9. Drug Safety and Pharmacovigilance</i>			<i>11,600.00 €</i>		
<b>10. Quality Assurance</b>					
Conduct QA Audit of Final Clinical & Safety Laboratory Databases	Audit	2000	1	2,000.00 €	
Conduct QA Audit of Project Files and Electronic Trial Master File (eTMF)	Audit	2000	1	2,000.00 €	
Provide Support During FDA/CA Site Inspection	Inspection	2000	1	2,000.00 €	
<i>Subtotal: 10. Quality Assurance</i>			<i>6,000.00 €</i>		
<b>TOTAL CRO / Clinical site services Budget:</b>			<b>2,790,386.00 €</b>		
<b>11. Pass-Through costs - external costs:*</b>					
Ethics Committee related fees			25000	25,000.00 €	incl. Protocol Amendment 1 fees
CA Approvals fees			25000	25,000.00 €	incl. Protocol Amendment 1 fees
Mileage/Meals			118650	118,650.00 €	
Kick-off meeting			NAP	0.00 €	
Investigator meeting expenses			NAP	0.00 €	All investigator meeting expenses will be prepaid and/or paid for by Tricida.
Copying/Printing/Fax paper etc. - consumption of materials			23200	23,200.00 €	

IMP import / customs clearance / Import/Export License			37800	37,800.00 €	
Mail/Courier			46400	46,400.00 €	
<b>12. Pass-Through costs - Investigative Site grant Site support / Patient recruitment &amp; retention assistance:</b>					
Investigative Site grant - Per patient cost		14490	400 patients	5,796,000.00 €	including 630 EUR reimbursement per subject (35 EUR per visit) Per updated site budget version from 13-Oct-2019
Investigative Site grant - One-time fees		5385	33 sites	177,705.00 €	
Investigative Site grant - Additional fees		710555	1 study	710,555.00 €	Pooled costs according to the following assumptions: - Pre-screening - 350 EUR x 20% x 1000 screened subjects = 70,000 - SFs - 870 EUR x 500 SFs = 435,000 - A3 visit - 550 EUR (515 + 35) x 100 subjects = 55,000 - Unscheduled Visit - 600 EUR (565+35) x 20% x 400 md subjects = 48,000 - Non-for-cause Audit - 860 EUR x 5 = 4,300 - Annual Pharmacy - 430 EUR x 31 sites x 4 years = 53,320 - Protocol Amendment - 215 EUR x 1 Amendment x 31 sites = 6,665 - Endpoint package - 215 EUR x 15% x 400 md subjects = 12,900 - SAE Report Processing - 215 EUR x 100 SAEs = 21,500
Site support - Patient recruitment & retention assistance		1400	400 patients	560,000.00 €	This site support fee is applicable solely to subjects randomized in Part B, but not to subject enrolled in Part A who are not eligible for Part B. Unit cost - flat €1,400 fee shall apply to anyone randomized in Part B irrespective of duration of their participation in the study.
Lead Site manager - oversight					
<b>Total Pass-Through costs:</b>				<b>7,520,310.00 €</b>	
<b>Total budget CRO Service Fees / Pass-Through costs:</b>				<b>10,310,696.00 €</b>	

## Attachment III

## Transfer of Obligations Form

(References are to Title 21 of the Code of Federal Regulations)

SPONSOR      COMAC

- |    |  |   |   |
|----|--|---|---|
| A. | 1. Prepare the Investigational New Drug Application (IND), or any portions of the application. (312.23)  | X | □ |
|    | 2. Submit the IND to FDA.  | X | □ |
| B. | Maintain the IND by preparing and submitting IND amendments, as necessary:   |   |   |
|    | 1. Protocol Amendments (new protocols, changes in protocols, and new investigators). (312.30)  |   |   |
|    | (a) Prepare  | X | □ |
|    | (b) Submit to FDA  | X | □ |
|    | 2. Information Amendments (e.g., new toxicology, chemistry or other technical information; any reports regarding discontinuance of a clinical investigation). (312.31) |   |   |
|    | (a) Prepare  | X | □ |
|    | (b) Submit to FDA  | X | □ |
|    | 3. IND Safety Reports (initial and follow-up reports). (312.32)  |   |   |
|    | (a) Prepare  | X | □ |
|    | (b) Submit to FDA (written; telephone/fax)   | X | □ |
|    | (c) Notify Investigators   | □ | X |
|    | 4. Annual Reports. (312.33)  |   |   |
|    | (a) Prepare  | X | □ |

- |  |                          |                          |
|--|--------------------------|--------------------------|
| (b) Submit to FDA  | X                        | <input type="checkbox"/> |
| 5. Withdraw the IND. (312.38)  | X                        | <input type="checkbox"/> |
| C. Select Investigators and Monitors: (312.53)   |                          |                          |
| 1. Select/recruit investigators.   | X                        | X                        |
| 2. Control shipping of the study drug.   | X                        | <input type="checkbox"/> |
| 3. Obtain from each investigator: signed agreement, CV, clinical protocol, Form FDA 1572, financial disclosure information.  | <input type="checkbox"/> | X                        |
| 4. Select qualified monitors.  | <input type="checkbox"/> | X                        |
| 5. Inform investigators of important safety information. (312.55)  | <input type="checkbox"/> | X                        |
| 6. Amend the investigator's brochure.  | X                        | <input type="checkbox"/> |
| D. Review of Ongoing Investigations (312.56):  |                          |                          |
| 1. Monitor the investigation (includes ensuring that investigation is conducted in accordance with the investigational plan and protocol in the IND, and that the investigator is maintaining proper control of the study drug). | X                        | X                        |
| 2. Secure compliance or discontinue investigator participation.  | X                        | X                        |
| 3. Review and evaluate evidence relating to safety and effectiveness and report to FDA as required.  | X                        | <input type="checkbox"/> |
| 4. Discontinue investigation if it is determined that the study drug involves unreasonable and significant risk to subjects.   | X                        | <input type="checkbox"/> |
| 5. In reviewing ongoing investigations, ensure that investigators meet obligations   |                          |                          |

under 312.60 - 312.69, including:

- Obtaining initial and continuing IRB/EC review and approval of clinical study.  X
- Promptly reporting to the IRB/EC any changes to study and any unanticipated problems.  X
- Not make any changes in the research without prior IRB/EC approval, unless necessary to eliminate an immediate hazard to study subjects.  X

E. Maintain Sponsor Records and Reports: (312.57)

1. Records of shipment and disposition of study drug.  X
2. All correspondence (sponsor, FDA, IRB/EC, investigators, etc.)  X
3. Records concerning adverse effects.  X
4. Other records required by FDA.
5. Retain records and reports required by FDA for two years after a marketing application is approved.  X
6. Allow inspection of sponsor's records by properly authorized FDA official or employee.  X

F. Assure the return or alternate disposition of unused supply of investigational drug. (312.59)

X

G. Retain reserve samples of study drug and reference standard for bioequivalence/bioavailability study. (312.57(d))

**EXHIBIT 5**



**Amendment #3 to Work Order #1 to Master Services Agreement**

THIS AMENDMENT NO. 3 to Work Order #1 (the "Amendment") is made effective as of January 17<sup>th</sup>, 2020 (the "Amendment Effective Date"), between Tricida, Inc. ("SPONSOR") and COMAC Medical Ltd. ("COMAC").

WHEREAS, SPONSOR and COMAC entered into Work Order #1 effective May 1<sup>st</sup>, 2018 (the "Work Order") pursuant to a Master Services Agreement dated July 9<sup>th</sup>, 2018 entered into by and between SPONSOR and COMAC (the "MSA") in which COMAC was to provide certain services to SPONSOR in connection with the clinical trial entitled "A Phase 3b, Randomized, Double-blind, Placebo-controlled Study to Evaluate the Efficacy and Safety of TRC101 in Delaying Chronic Kidney Disease Progression in Subjects with Metabolic Acidosis" (the "Study"), with Protocol Number TRCA-303 (the "Protocol")

WHEREAS, SPONSOR and COMAC entered into Amendment #1 to Work Order #1 effective December 1<sup>st</sup>, 2018 and into Amendment #2, effective September 5<sup>th</sup>, 2019.

WHEREAS, the Parties hereby wish to execute this Amendment #3 to the Work Order in order to include additional Sites and Countries in the Study and to cover the related Start-up services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The List of Tasks table from Subsection C. Project specifications, under Section I. Scope of Work, shall be amended as follows:
  - A. Include a new Task 1.6 as follows:  
Study submission/approval – RA- Amendment (applicable for Macedonia only)
  - B. Include a new Task 2.4 as follows:  
Study submission/approval – EC- Amendment (applicable for Macedonia only)
  - C. Amend Task 4.3 to read as follows:  
32 sites to be qualified in Bulgaria, Macedonia, Romania, Albania and 25 sites to be qualified in North Macedonia, Moldova, Turkey and Belarus in order to select 51 sites in total for participation in the Study.
  - D. Include a new Task 7.3 as follows:  
Depot setup: To be performed in accordance with the local requirements.

3. Subsection A. Service Fees, under Section II. Fees and Expenses, shall be amended, to be read, as follows:

"Budgeted costs that will be used to perform the Services are listed in Attachment II of this Work Order.

As of the Amendment Effective Date, COMAC will bill Sponsor in accordance with the following payment schedule:

- The amount of 184 844,94 EURO of the Services fees shall be paid at full execution of Amendment;
- The amount of 311 106,77 EURO of the Services fees shall be paid at randomization of the last subject;
- The amount of 622,213.53 EURO of the Services fees shall be paid at the Last Subject Last Visit; This amount will be paid on equal installments (each of 77,776.69 EURO) on a quarterly basis, starting in Q1 2021 until the last subject last visit in Q4 2022.
- The amount of 403 786,41 EURO of the Services fees shall be paid at the Database Lock;
- The amount of 134 595,47 EURO of the Services fees shall be paid at Closure of Study Site and all Study documents shipped to SPONSOR.

The Parties hereto acknowledge that as of the Amendment Effective Date, the amount of 128,522.00 EURO of the Service fees, due and payable upon the full execution of the Work Order, has already been invoiced by COMAC and paid by the Sponsor.

The Parties hereto also acknowledge that as of the Amendment Effective Date, the amount of 128,522.00 EURO of the Service fees, due and payable at the Study regulatory submission, has been invoiced by COMAC and shall be paid by the Sponsor.

The Parties hereto acknowledge that as of the Amendment Effective Date, the amount of 676,173.00 EURO of the Service fees, due and payable upon First Subject First Visit, has already been invoiced by COMAC and paid by the Sponsor.

The Parties hereto acknowledge that as of the Amendment Effective Date, the amount of 114 971,11 EURO, due and payable upon the full execution of Amendment #2, has already been invoiced by COMAC and paid by the Sponsor.

The Parties hereto acknowledge that as of the Amendment Effective Date, the amount of 311 106,77 (the remaining 50% from the total amount of the last subject randomized milestone, as specified above), due and payable at the end of 2019, has already been invoiced by COMAC and paid by the Sponsor.

It is understood that all Services provided by COMAC under this Work Order will be performed in accordance with the terms and conditions as set forth in the MSA.

COMAC's performance of the Services shall commence in May 2018 and will continue until the end of March 2023. At the end of this period, if COMAC Services are still necessary, the terms of this Work Order may be reviewed and amended as mutually agreed by the parties."

4. Subsection B. Pass-Through Expenses, under Section II. Fees and Expenses, shall be amended to be read as follows:

"Sponsor will reimburse COMAC for actual and documented out-of-pocket expenses ("Pass-through Expenses"). These will include but are not limited to the following items: travel-related expenses, CRF printing, shipping costs, translation fees, costs incurred in connection with the conduct of investigators meetings, and other such third party, non-labor related expenses. All Pass-through Expenses will be billed on a monthly basis directly to Sponsor without markup.

Unless specifically agreed by the parties in writing, the maximum amount of reimbursement for Pass-Through Costs will be limited to 7 684 000,00 EURO as per Attachment II.

COMAC shall administer payments (including money transfers) to the investigative sites on Sponsor's behalf from advance payments received from Sponsor. COMAC shall provide reports to Sponsor on quarterly basis/as per the agreements with the Investigative sites and shall invoice the Sponsor for such advance payments upon Sponsor's approval on the provided reports. Payment to the investigative sites shall be made by COMAC upon receipt of funds by the Sponsor. A reconciliation of the amounts due shall be performed on ongoing basis.

Pass-Through Expenses will be invoiced as incurred on a monthly basis and reimbursed upon receipt of the documentation and in accordance with Sponsor invoicing policies, with exception of the investigative sites grants, which will be invoiced, as specified in the previous paragraph."

5. The overall budget from Subsection C. Overall Budget under Section II. Fees and Expenses, shall be amended from 10,310,696.00 EURO, including Pass-through Expenses, to 10 699 842,00 EURO, including Pass-through Expenses. In relation to this, the maximum amount of compensation for Services, indicated in the last paragraph from Subsection C. Overall Budget under Section II. Fees and Expenses, shall be amended from 2,790,386.00 EURO (excluding Pass-Through Expenses) to 3 015 842,00 EURO (excluding Pass-Through Expenses).

6. Attachment II: Responsibilities & Start-up Cost calculation from the Work Order, shall be deleted in its entirety and replaced with the Attachment II: Responsibilities & Cost calculation attached hereto.

7. Capitalized terms used but not defined in this Amendment have the meanings ascribed to them in the Work Order and/or MSA. Except as expressly set forth in this Amendment, the Work Order remains in full force and effect in accordance with its terms. If one or more provisions of this Amendment are held to be unenforceable under applicable law, such provisions shall be excluded from this Amendment and the balance of this Amendment shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

This Amendment may be executed in any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

TRCA-303

Amendment #3 to Work Order#1 Dated May 1<sup>st</sup> 2018

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

ACCEPTED AND AGREED TO:

Tricida, Inc.

DocuSigned by:  
 By: Geoff Parker  
 ACE27A9B661D447...  
 Name: Geoff Parker  
 Title: CFO & EVP  
 Date: April 28, 2020

COMAC Medical Ltd.

By: [Signature]  
 Name: Leilen Kravtsevici  
 Title: CEO  
 Date: 24.04.2020

Reviewed by Legal [Signature]  
 April 28, 2020

Approved by Finance [Signature]  
 April 28, 2020

Attachment II  
Responsibilities & Cost calculation

Project: TRCA-303 (VALOR-CKD)		Region CEE			
COMAC Services - Start-up, Site Monitoring, Study management, cTMF, PhV	Unit Definition	Unit cost (€)	% of units	Total Cost (€)	Comments
Study Phase	IIIb				
Study Name	"A Phase 3b, Randomized, Double-blind, Placebo-controlled Study to Evaluate the Efficacy and Safety of TRC101 in Delaying Chronic Kidney Disease Progression in Subjects with Metabolic Acidosis" / Study Number (Name) - TRCA-303 (VALOR-CKD)				
Location of Sites		Albania - 3 Bulgaria - 12 Macedonia - 5 Romania - 14 Belarus - 7 Turkey - 12 Moldova - 1			
Number of Countries		7			
Number of Sites		34			
Number of subjects		1 000 screened			
		500 enrolled			Part A
		400 randomized			Part B
No. of subjects per site on avg.		7,4			
Estimated number of SAEs at max		100			

Estimated Study Duration PPFV till DBL		49 months			
Estimated Total Program Duration (Comac involvement)		58 months			
Projected date of Onset of services		May-18			
Projected date of Protocol Final		Jul-18			
Projected date of First Clinical Trial Application Submission		Aug-18			
Projected date of First Study approval		Oct-18			
Projected date of Last Study approval		Dec-18			
Projected date of Investigators' Meeting		Oct-18			
Projected date of First Site Initiated		Nov-18			
Projected date of PPFV		Dec-18			
Projected date of LPI		Aug-20			last randomization - Part B
Projected date of LPLV		Nov-22			
Projected date of Database Lock		Dec-22			
Projected date of Topline Tables, Listings & Figures (TLFs)		Jan-23			
Projected date of COVs		Feb-23			
Projected date of TMF to TRICIDA		Mar-23			
Projected end of Comac services for the study		Mar-23			
<b>SERVICES</b>	<b>Unit definition</b>	<b>Cost per unit (€)</b>	<b>Units</b>	<b>Cost (EUR)</b>	
<b>I. Sites identification / selection</b>					
Sites identification	Site	150	69	10 350,00 €	
Site Qualification Visits	Visit	700	57	39 900,00 €	excluding Comac Phase I Unit
Site selection	Site	50	54	2 700,00 €	

Provide protocol to sites	Site	30	54	2 700,00 €	
<i>Subtotal: 1. Sites identification / selection</i>			55 650,00 €		
<b>2. Study Start-up / CTA Submission Preparation</b>					
Study Material Review/GAP analysis/Submission Preparation	Country/submission	1000	7	7 000,00 €	
Essential Site Regulatory Documents (distribute, collect, manage, track)	Site	354	54	19 116,00 €	
Informed consent local customization/translation; Other documents translation (Protocol Synopsis, etc.)	Country/submission	1200	7	8 400,00 €	
Study submission/approval - CA	Country/submission	1600	7	11 200,00 €	
Essential Site Regulatory Documents (distribute, collect, manage, track) - Amendment	Site	118	87	10 266,00 €	Protocol Amendment I
Informed consent local customization/translation; Other documents translation (Protocol Synopsis, etc.) - Amendment	Country/submission	400	13	5 200,00 €	Protocol Amendment I
Study submission/approval - CA - Amendment	Country/submission	800	5	4 000,00 €	Protocol Amendment I
Develop Study Manual(s) (including necessary forms and logs)	Country	500	7	3 500,00 €	
Study submission/approval - CA - Notifications	Country / study	300	4	1 200,00 €	c.g. FPI, LPI, CSR
Review or Provide insurance certificate (to be paid by the Sponsor directly to the insurer)	Country/document	200	8	1 600,00 €	also including the update for Macedonia
Clinical Trial Agreements - negotiation and signature	Site	700	54	37 800,00 €	
Clinical Trial Agreements - negotiation and signature - Amendment	Site	200	33	6 600,00 €	Protocol Amendment I
Provide General Regulatory Consulting	Country / study	400	7	2 800,00 €	
<i>Subtotal: 2. Study Start-up / CTA Submission Preparation</i>			118 682,00 €		
<b>3. EC Submission and Local File Set-up</b>					

Study submission/approval - EC	Submission	1200	7	8 400,00 €	
Study submission/approval - EC - Amendment	Submission	600	5	3 000,00 €	Protocol Amendment I
Study submission/approval - EC - Notifications	Site / study	150	33	4 950,00 €	e.g. FPI, LPI, CSR
<i>Subtotal: 3. EC Submission and Local File Set-up</i>			<i>16 350,00 €</i>		
<b>4. Documentation management / eTMF</b>					
Assist in Setup eTMF	Country / study	1000	4	4 000,00 €	local support
Maintain and Track eTMF	Site / month	15	1914	28 710,00 €	
Investigative site file set-up & maintenance	Site / month	15	1914	28 710,00 €	
Track all versions of documents included in essential documents	country / month	10	232	2 320,00 €	
Collection of Original Wet Ink Study Documents and Transfer to Tricida at the Study End	Site	150	33	4 950,00 €	
Perform Local QC on a semi-annual Basis	QC	500	9	4 500,00 €	local QC
Archive Study Files	Site	200	33	6 600,00 €	
<i>Subtotal: 4. Documentation management / eTMF</i>			<i>79 790,00 €</i>		
<b>5. Study trainings / Meetings / Site Initiation Activities</b>					
Initial Study familiarization	Protocol version/ person	800	20	16 000,00 €	
Project Kick-off Meeting attendance	Meeting	2000	1	2 000,00 €	PL alone
Investigator's Meeting and CRA Training attendance & organization assistance	Meeting	10000	1	10 000,00 €	
<i>Subtotal: 5. Study trainings / Meetings / Site Initiation Activities</i>			<i>28 000,00 €</i>		
<b>6. Monitoring &amp; Clinical Conduct</b>					
Prepare & familiarize with Monitoring manual	Document	500	1	500,00 €	
Familiarize with Medical Monitoring plan	Document	500	1	500,00 €	



Initiation Visits (54 visits)	Visit	1100	54	59 400,00 €	
Monitoring Visits (14 visits per site; one-day) - Blinded	Visit	1100	462	508 200,00 €	
Monitoring Visits (7 visits per site; one-day) - UnBlinded	Visit	900	231	207 900,00 €	
Additional day on site - Blinded / UnBlinded	Day	550	139	76 450,00 €	
Patient recruitment control / Eligibility check	Patients	50	400	20 000,00 €	
Termination Visits (54 visits)	Visit	1100	54	59 400,00 €	
In-house (remote) monitoring	Site / month	150	1617	242 550,00 €	
Ongoing Medical Monitoring	Site / month		NAP	0,00 €	performed by the Sponsor
<i>Subtotal: 6. Monitoring &amp; Clinical Conduct</i>			<i>1 174 900,00 €</i>		
<b>7. Study / Site management</b>					
Internal Team Project Management, Lead CRA & Project Assistant Support	month	5000	59	295 000,00 €	
Report review	visit	140	858	120 120,00 €	
Co-Monitoring	visit	1100	15	16 500,00 €	
Site management incl. Site communication, Queries resolution, Logistic support	Site / month	290	1725	500 250,00 €	
Study administration	Country / month	350	256	89 600,00 €	
Study plans preparation (e.g. Communication, Project Management, Escalation, Safety, etc.)	Study	3000	1	3 000,00 €	
Internal team communication & Teleconferences	Country / month	1500	256	384 000,00 €	
Study status - updates and Client communication	Month	1200	64	76 800,00 €	
<i>Subtotal: 7. Study / Site management</i>			<i>1 485 270,00 €</i>		
<b>8. IMP logistics</b>					
Obtain Import/Export License	License	200	63	12 600,00 €	
IMP receipt oversight / Customs clearance (if applicable)	Receipt	500	54	27 000,00 €	assuming 6 shipments per site

IMP local destruction	Site	500		0,00 €	TBD
<i>Subtotal: 8. IMP logistics</i>				<i>39 600,00 €</i>	
<b>9. Drug Safety and Pharmacovigilance</b>					
SAE Receipt/Review and Processing	event		NAP	0,00 €	performed by the Sponsor
SAE Narrative Form	form		NAP	0,00 €	performed by the Sponsor
Notify ECs of SAEs and SUSARs/Distribute Safety Reports	report	100	8	800,00 €	
Reporting to Competent Authorities	report	100	8	800,00 €	
Preparation/Submission of Periodic Safety Listings	Country / year	250	20	5 000,00 €	
Preparation/Submission of Periodic Safety Reports	Country / year	250	20	5 000,00 €	
<i>Subtotal: 9. Drug Safety and Pharmacovigilance</i>				<i>11 600,00 €</i>	
<b>10. Quality Assurance</b>					
Conduct QA Audit of Final Clinical & Safety Laboratory Databases	Audit	2000	1	2 000,00 €	
Conduct QA Audit of Project Files and Electronic Trial Master File (eTMF)	Audit	2000	1	2 000,00 €	
Provide Support During FDA/CA Site Inspection	Inspection	2000	1	2 000,00 €	
<i>Subtotal: 10. Quality Assurance</i>				<i>6 000,00 €</i>	
<b>TOTAL CRO / Clinical site services Budget:</b>				<b><i>3 015 842,00 €</i></b>	
<i>Per-patient cost - services fees</i>				<i>7 539,61 €</i>	
<b>11. Pass-Through costs - external costs:*</b>					
Ethics Committee related fees			37000	37 000,00 €	incl. Protocol Amendment 1 fees
CA Approvals fees			37000	37 000,00 €	incl. Protocol Amendment 1 fees
Mileage/Meals			130950	130 950,00 €	
Kick-off meeting			NAP	0,00 €	

Investigator meeting expenses			NAP	0,00 €	All investigator meeting expenses will be prepaid and/or paid for by Tricida.
Copying/Printing/Fax paper etc. - consumption of materials			24700	24 700,00 €	
IMP import / customs clearance / Import/Export License			40800	40 800,00 €	
Depot set-up			3000	3 000,00 €	Belarus
Mail/Courier			47400	47 400,00 €	
<b>12. Pass-Through costs - Investigative Site grant, Site support / Patient recruitment &amp; retention assistance:</b>					
Investigative Site grant - Per patient cost		14490	400 patients	5 796 000,00 €	including 630 EUR reimbursement per subject (35 EUR per visit) Per updated site budget version from 13-Oct-2019
Investigative Site grant - One-time fees		5385	54 sites	290 790,00 €	
Investigative Site grant - Additional fees		716360	1 study	716 360,00 €	<p>Pooled costs according to the following assumptions:</p> <ul style="list-style-type: none"> <li>- Pre-screening - 350 EUR x 20% x 1000 screened subjects = 70,000</li> <li>- SFs - 870 EUR x 500 SFs = 435,000</li> <li>- A3 visit - 550 EUR (515 + 35) x 100 subjects = 55,000</li> <li>- Unscheduled Visit - 600 EUR (565+35) x 20% x 400 md subjects = 48,000</li> <li>- Non-for-cause Audit - 860 EUR x 5 = 4,300</li> <li>- Annual Pharmacy - 430 EUR x 31 sites x 4 years = 53,320</li> <li>- Protocol Amendment - 215 EUR x 1 Amendment x 31 sites = 6,665</li> <li>- Endpoint package - 215 EUR x 15% x 400 md subjects = 12,900</li> <li>- SAE Report Processing - 215 EUR x 100 SAEs = 21,500</li> </ul>
Site support - Patient recruitment & retention assistance		1400	400 patients	560 000,00 €	This site support fee is applicable solely to subjects randomized in Part B, but not to subject enrolled in Part A who are not eligible for Part B.
Lead Site manager - oversight					Unit cost - flat €1,400 fee shall apply to anyone randomized in Part B irrespective of duration of their participation in the study.

Total Pass-Through costs:				7 684 000,00 €	
Total budget CRO Service Fees / Pass-Through costs:				10 699 842,00 €	

\* - To be billed on actual basis without mark-up.

Any additional task will be charged separately. VAT is not included

CONFIDENTIAL INFORMATION

22.4.2020

**EXHIBIT 6**

### Amendment #4 to Work Order #1 to Master Services Agreement

THIS AMENDMENT NO. 4 to Work Order #1 (the "Amendment") is made effective as of May 19<sup>th</sup>, 2021 (the "Amendment Effective Date"), between Tricida, Inc. ("SPONSOR") and COMAC Medical Ltd. ("COMAC").

**WHEREAS**, SPONSOR and COMAC entered into Work Order #1 effective May 1<sup>st</sup>, 2018 (the "Work Order") pursuant to a Master Services Agreement dated July 9<sup>th</sup>, 2018 entered into by and between SPONSOR and COMAC (the "MSA") in which COMAC was to provide certain services to SPONSOR in connection with the clinical trial entitled "A Phase 3b, Randomized, Double-blind, Placebo-controlled Study to Evaluate the Efficacy and Safety of TRC101 in Delaying Chronic Kidney Disease Progression in Subjects with Metabolic Acidosis" (the "Study"), with Protocol Number TRCA-303 (the "Protocol")

**WHEREAS**, SPONSOR and COMAC entered into Amendment #1 to Work Order #1 effective December 1<sup>st</sup>, 2018, into Amendment #2, effective September 5<sup>th</sup>, 2019 and into Amendment #3, effective January 17<sup>th</sup> 2020,

**WHEREAS**, the Parties hereby wish to execute this Amendment #4 to the Work Order in order to include Home Care services in North Macedonia and Bulgaria and to cover the related services.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Amendment, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The List of Tasks table from Subsection C. Project specifications, under Section I. Scope of Work, shall be extended to include the following services:

	COMAC Services	Description (if applicable)
11.	Home Care Services in N. Macedonia & Bulgaria	Includes database search for nurse and addition of patient to systems.
	Patient Registration;	Nurse enlisting to site logs / remote or on-site visit at the Site
	Home Care Nurse Registration;	Visit including total return travel time of 2 hours
	Weekday Home Visit - working hours;	Visit including total return travel time of 2 hours
	Weekday Home Visit - ex-working hours & weekends;	Home Care nurse training time including preparation
	Home Care Nurse Training;	Includes pre-visit call to patient, arranging courier, calling site post-visit etc.
	Coordination and Administration of Visits by Home Care Nurse;	Project management per visit - this includes all nurse management and resolution of all issues arising from visits - Quality Control of Visit Report Forms (up to 5 mins per report) and query resolution (5 mins per query)
	Country Lead- Project mgmt & coordination;	Country Lead nurse training time including preparation
	Country Lead- training;	Tracking and reporting of each unique DCF per the visit assessment process. Assume 30% of queries require resolution.
	Tracking and Reporting of Unique DCFs;	Study specific set-up / Systems allocation / Team allocation
	Service set-up.	

2. Subsection A. Service Fees, under Section II. Fees and Expenses, shall be amended, to be read, as follows:

“Budgeted costs that will be used to perform the Services are listed in Attachment II of this Work Order.

As of the Amendment Effective Date, COMAC will bill Sponsor in accordance with the following payment schedule:

- The amount of 168,043.75 EURO of the Services fees shall be paid upon full execution of this Amendment;
- The amount of 84,021.88 EUR of the Services fees shall be paid following completion of Interim Analysis 1 or positive adjudication of primary endpoint events in 150 study subjects, whichever comes first;
- The amount of 84,021.87 EUR of the Services fees shall be paid following completion of Interim Analysis 2 or positive adjudication of primary endpoint events in 250 study subjects, whichever comes first;
- The amount of 544,436.83 EURO of the Services fees shall be paid at the Last Subject Last Visit; This amount will be paid on equal installments (each of 77,776.69 EURO) on a quarterly basis, starting in Q2 2021 until the last subject last visit in Q4 2022.
- The amount of 403,786.41 EURO of the Services fees shall be paid at the Database Lock;
- The amount of 134,595.47 EURO of the Services fees shall be paid at Closure of Study Site and all Study documents shipped to SPONSOR.

The Parties hereto acknowledge that as of the Amendment Effective Date, the amount of 184,844.94 EURO of the Service fees, due and payable upon the full execution of the Amendment #3, has already been invoiced by COMAC and paid by the Sponsor.

The Parties hereto acknowledge that as of the Amendment Effective Date, the amount of 311,106.77 EURO of the Service fees, due and payable upon Randomization of the last subject, has already been invoiced by COMAC and paid by the Sponsor.

The Parties hereto acknowledge that as of the Amendment Effective Date, the amount of 77,776.69 EURO, due and payable upon Q1 of 2021 for Last Subject Last Visit, has already been invoiced by COMAC and paid by the Sponsor.

It is understood that all Services provided by COMAC under this Work Order will be performed in accordance with the terms and conditions as set forth in the MSA.

COMAC's performance of the Services shall commence in May 2018 and will continue until the end of March 2023. At the end of this period, if COMAC Services are still necessary, the terms of this Work Order may be reviewed and amended as mutually agreed by the parties.”

4. Subsection B. Pass-Through Expenses, under Section II. Fees and Expenses, shall be amended to be read as follows:

“Sponsor will reimburse COMAC for actual and documented out-of-pocket expenses (“Pass-through Expenses”). These will include but are not limited to the following items: travel-related expenses, CRF printing, shipping costs, translation fees, costs incurred in connection with the conduct of investigators meetings, and other such third party, non-labor related expenses. All Pass-through Expenses will be billed on a monthly basis directly to Sponsor without markup.

Unless specifically agreed by the parties in writing, the maximum amount of reimbursement for Pass-Through Costs will be limited to 7,877,014.00 EURO as per Attachment II.

COMAC shall administer payments (including money transfers) to the investigative sites on Sponsor's behalf from advance payments received from Sponsor. COMAC shall provide reports to Sponsor on quarterly basis/as per the agreements with the Investigative sites and shall invoice the Sponsor for such advance payments upon Sponsor's approval on the provided reports. Payment to the investigative sites shall be made by COMAC upon receipt of funds by the Sponsor. A reconciliation of the amounts due shall be performed on ongoing basis.

Pass-Through Expenses will be invoiced as incurred on a monthly basis and reimbursed upon receipt of the documentation and in accordance with Sponsor invoicing policies, with exception of the investigative sites grants, which will be invoiced, as specified in the previous paragraph."

5. The overall budget from Subsection C. Overall Budget under Section II. Fees and Expenses, shall be amended from 10,699,842.00 EURO, including Pass-through Expenses, to 11,228,943.50 EURO, including Pass-through Expenses. In relation to this, the maximum amount of compensation for Services, indicated in the last paragraph from Subsection C. Overall Budget under Section II. Fees and Expenses, shall be amended from 3,015,842.00 EURO (excluding Pass-Through Expenses) to 3,351,929.50 EURO (excluding Pass-Through Expenses).

6. Attachment II: Responsibilities & Start-up Cost calculation from the Work Order, shall be deleted in its entirety and replaced with the Attachment II: Responsibilities & Cost calculation attached hereto.

7. Capitalized terms used but not defined in this Amendment have the meanings ascribed to them in the Work Order and/or MSA. Except as expressly set forth in this Amendment, the Work Order remains in full force and effect in accordance with its terms. If one or more provisions of this Amendment are held to be unenforceable under applicable law, such provisions shall be excluded from this Amendment and the balance of this Amendment shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

This Amendment may be executed in any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

ACCEPTED AND AGREED TO:

Tricida, Inc. DocuSigned by:  
Gerrit Klaerner  
 By: \_\_\_\_\_  
 Name: Gerrit Klaerner  
 Title: CEO&President  
 Date: May 28, 2021  
 Legal Review: HZ May 28, 2021  
 Finance Review: AY May 28, 2021

COMAC Medical Ltd. DocuSigned by:  
Vladimir Goranov  
 By: \_\_\_\_\_  
 Name: Vladimir Goranov  
 Title: CFO  
 Date: May 29, 2021



**Attachment II  
Responsibilities & Cost calculation**

Project: TRCA-303 (VALOR-CKD)		Region CEE			
COMAC Services - Start-up, Site Monitoring, Study management, eTMF, PhV	Unit definition	Unit cost (€)	# of units	Total Cost (€)	Comments
Study Phase		IIIb			
Study Name	"A Phase 3b, Randomized, Double-blind, Placebo-controlled Study to Evaluate the Efficacy and Safety of TRC101 in Delaying Chronic Kidney Disease Progression in Subjects with Metabolic Acidosis" / Study Number (Name) - TRCA-303 (VALOR-CKD)				
Location of Sites		Albania - 2 Bulgaria - 10 Macedonia - 5 Romania - 1 Belarus - 1			Assumptions as per Amendment #3: Albania - 3 Bulgaria - 12 Macedonia - 5 Romania - 14 Belarus - 7 Turkey - 12 Moldova - 1
Number of Countries		5			
Number of Sites		19			
Number of subjects		890 screened 430 enrolled 366 randomized			Part A Part B
No. of subjects per site on avg.		19			
Estimated number of SAEs at max		180			
Estimated Study Duration PPFV till DBL		49 months			
Estimated Total Program Duration (Comac involvement)		58 months			
Projected date of Onset of services		May-18			
Projected date of Protocol Final		Jul-18			
Projected date of First Clinical Trial Application Submission		Aug-18			
Projected date of First Study approval		Oct-18			
Projected date of Last Study approval		Dec-18			
Projected date of Investigators' Meeting		Oct-18			
Projected date of First Site Initiated		Nov-18			
Projected date of PPFV		Dec-18			
Projected date of LPI		Feb-21			last randomization - Part B
Projected date of LPLV		Nov-22			
Projected date of Database Lock		Dec-22			
Projected date of Topline Tables, Listings & Figures (TLFs)		Jan-23			
Projected date of COVs		Feb-23			
Projected date of TMF to TRICIDA		Mar-23			
Projected end of Comac services for the study		Mar-23			

SERVICES	Unit definition	Cost per unit (€)	Units	Cost (EUR)	
<b>1. Sites identification / selection</b>					
Sites identification	Site	150	69	10 350,00 €	incl. Turkey & Moldova
Site Qualification Visits	Visit	700	57	39 900,00 €	incl. Turkey & Moldova, excluding Cosme Phase I Unit
Site selection	Site	50	54	2 700,00 €	incl. Turkey & Moldova
Provide protocol to sites	Site	50	54	2 700,00 €	incl. Turkey & Moldova
<b>Subtotal: 1. Sites identification / selection</b>			<b>55 650,00 €</b>		
<b>2. Study Start-up / CTA Submission Preparation</b>					
Study Material Review/GAP analysis/Submission Preparation	Country/submission	1000	7	7 000,00 €	incl. Turkey & Moldova
Essential Site Regulatory Documents (distribute, collect, manage, track)	Site	354	54	19 116,00 €	incl. Turkey & Moldova
Informed consent local customization/translation; Other documents translation (Protocol Synopsis, etc.)	Country/submission	1200	7	8 400,00 €	incl. Turkey & Moldova
Study submission/approval - CA	Country/submission	1600	7	11 200,00 €	incl. Turkey & Moldova
Essential Site Regulatory Documents (distribute, collect, manage, track) - Amendment	Site	118	87	10 266,00 €	incl. Turkey & Moldova + Protocol Amendment #1
Informed consent local customization/translation; Other documents translation (Protocol Synopsis, etc.) - Amendment	Country/submission	400	5	2 000,00 €	Protocol Amendment 1
Informed consent local customization/translation; Other documents translation (Protocol Synopsis, etc.) - Amendment	Country/submission	400	5	2 000,00 €	Protocol Amendment 2
Study submission/approval - CA - Amendment	Country/submission	800	5	4 000,00 €	Protocol Amendment 1
Study submission/approval - CA - Amendment	Country/submission	800	5	4 000,00 €	Protocol Amendment 2
Develop Study Manual(s) (including necessary forms and logs)	Country	500	7	3 500,00 €	incl. Turkey & Moldova
Study submission/approval - CA - Notifications	Country / study	300	5	1 500,00 €	e.g. FPI, LPI, CSR
Review or Provide Insurance certificate (to be paid by the Sponsor directly to the insurer)	Country/document	200	8	1 600,00 €	incl. Turkey & Moldova, also including the update for Macedonia
Clinical Trial Agreements - negotiation and signature	Site	700	54	37 800,00 €	
Clinical Trial Agreements - negotiation and signature - Amendment	Site	200	33	6 600,00 €	Protocol Amendment 1
Clinical Trial Agreements - negotiation and signature - Amendment	Site	200	19	3 800,00 €	Protocol Amendment 2
Provide General Regulatory Consulting	Country / study	400	7	2 800,00 €	incl. Turkey & Moldova
<b>Subtotal: 2. Study Start-up / CTA Submission Preparation</b>			<b>125 552,00 €</b>		
<b>3. EC Submission and Local File Set-up</b>					
Study submission/approval - EC	Submission	1200	7	8 400,00 €	incl. Turkey & Moldova
Study submission/approval - EC - Amendment	Submission	600	5	3 000,00 €	Protocol Amendment 1
Study submission/approval - EC - Amendment	Submission	600	5	3 000,00 €	Protocol Amendment 2
Study submission/approval - EC - Notifications	Site / study	150	39	5 850,00 €	e.g. FPI, LPI, CSR incl. Closed sites
<b>Subtotal: 3. EC Submission and Local File Set-up</b>			<b>20 250,00 €</b>		
<b>4. Documentation management / eTMF</b>					
Assist in Setup eTMF	Country / study	1000	7	7 000,00 €	incl. Turkey & Moldova, local support
Maintain and Track eTMF	Site / month	15	1408	21 120,00 €	
Investigative site file set-up & maintenance	Site / month	15	1408	21 120,00 €	
Track all versions of documents included in essential documents	country / month	10	290	2 900,00 €	
Collection of Original Wet Ink Study Documents and Transfer to Tricida at the Study End	Site	150	39	5 850,00 €	incl. Closed sites
Perform Local QC on a semi-annual Basis	QC	500	9	4 500,00 €	local QC
Archive Study Files	Site	200	39	7 800,00 €	incl. Closed sites
<b>Subtotal: 4. Documentation management / eTMF</b>			<b>70 290,00 €</b>		

<b>5. Study trainings / Meetings / Site Initiation Activities</b>					
Initial Study familiarization	Protocol version/ person	800	20	16 000,00 €	
Project Kick-off Meeting attendance	Meeting	2000	1	2 000,00 €	PL alone
Investigator's Meeting and CRA Training attendance & organization assistance	Meeting	10000	1	10 000,00 €	
<i>Subtotal: 5. Study trainings / Meetings / Site Initiation Activities</i>				28 000,00 €	
<b>6. Monitoring &amp; Clinical Conduct</b>					
Prepare & familiarize with Monitoring manual	Document	500	1	500,00 €	
Familiarize with Medical Monitoring plan	Document	500	1	500,00 €	
Initiation Visit ( visit)	Visit	1100	39	42 900,00 €	incl. Crossed sites
Monitoring Visits (avg.17 visits per site; one-day) - Blinded	Visit	1100	560	616 000,00 €	
Monitoring Visits (avg.8 visits per site; one-day) - UnBlinded	Visit	900	280	252 000,00 €	
Additional day on site - Blinded / UnBlinded	Day	550	252	138 600,00 €	
Patient recruitment control / Eligibility check	Patients	50	266	18 300,00 €	
Termination Visit ( visit)	Visit	1100	39	42 900,00 €	
In-house (remote) monitoring	Site / month	150	1237	185 550,00 €	
Ongoing Medical Monitoring	Site / month		NAP	0,00 €	performed by the Sponsor
<i>Subtotal: 6. Monitoring &amp; Clinical Conduct</i>				1 297 250,00 €	
<b>7. Study / Site management</b>					
Internal Team Project Management, Lead CRA & Project Assistant Support	month	5000	59	295 000,00 €	
Report review	visit	140	975	136 500,00 €	
Co-Monitoring	visit	1100	15	16 500,00 €	
Site management incl. Site communication, Queries resolution, Logistic support	Site / month	290	1237	358 730,00 €	
Study administration	Country / month	350	310	108 500,00 €	incl. Turkey & Moldova
Study plans preparation (e.g. Communication, Project Management, Escalation, Safety, etc.)	Study	3000	1	3 000,00 €	
Internal team communication & Teleconferences	Country / month	1500	310	465 000,00 €	
Study status - updates and Client communication	Month	1200	64	76 800,00 €	
<i>Subtotal: 7. Study / Site management</i>				1 460 930,00 €	
<b>8. IMP logistics</b>					
Obtain Import/Export License	License	200	250	50 000,00 €	
IMP receipt oversight / Customs clearance (if applicable)	Receipt	500	250	125 000,00 €	assuming 12 shipments per site
IMP local destruction	Site	500		0,00 €	TBD
<i>Subtotal: 8. IMP logistics</i>				175 000,00 €	
<b>9. Drug Safety and Pharmacovigilance</b>					
SAE Receipt/Review and Processing	event		NAP	0,00 €	performed by the Sponsor
SAE Narrative Form	form		NAP	0,00 €	performed by the Sponsor
Notify ECs of SAEs and SUSARs/Distribute Safety Reports	report	100	10	1 000,00 €	
Reporting to Competent Authorities	report	100	10	1 000,00 €	
Preparation/Submission of Periodic Safety Listings	Country / year	250	25	6 250,00 €	
Preparation/Submission of Periodic Safety Reports	Country / year	250	25	6 250,00 €	
<i>Subtotal: 9. Drug Safety and Pharmacovigilance</i>				14 500,00 €	

<b>10. Quality Assurance</b>					
Conduct QA Audit of Final Clinical & Safety Laboratory Databases	Audit	2000	1	2 000,00 €	
Conduct QA Audit of Project Files and Electronic Trial Master File (eTMF)	Audit	2000	1	2 000,00 €	
Provide Support During FDA/CA Site Inspection	Inspection	2000	1	2 000,00 €	
<b>Subtotal: 10. Quality Assurance</b>				<b>6 000,00 €</b>	
<b>11. Home Care Services in N. Macedonia &amp; Bulgaria</b>					
Patient Registration	patient	100	22,5	2 250,00 €	Includes database search for nurse and addition of patient to systems.
Home Care Nurse Registration	visit	150	180	27 000,00 €	Nurse enlisting to site logs / remote or on-site visit at the Site
Weekday Home Visit - working hrs	visit	125	225	28 125,00 €	Visit including total return travel time of 2 hours
Weekday Home Visit - ex-working hrs & weekends	visit	25	337,5	8 437,50 €	Visit including total return travel time of 2 hours
Home Care Nurse Training	nurse	12	270	3 240,00 €	Home Care nurse training time including preparation
Coordination and Administration of Visits by Home Care Nurse	visit	150	45	6 750,00 €	Includes pre-visit call to patient, arranging courier, calling site post-visit etc.
Country Lead- Project mgmt & coordination	visit	150	70	10 500,00 €	Project management per visit - this includes all nurse management and resolution of all issues arising from visits - Quality Control of Visit Report Forms (up to 5 mins per report) and query resolution (5 mins per query)
Country Lead- training	study / country	2	525	1 050,00 €	Country Lead nurse training time including preparation
Tracking and Reporting of Unique DCFs	DCF	45	45	2 025,00 €	Tracking and reporting of each unique DCF per the visit assessment process. Assumes 30% of queries require resolution.
Service set-up	study / country	2	5000	10 000,00 €	Study specific set-up / Systems allocation / Team allocation
<b>Subtotal: 11. Home Care Services in N. Macedonia &amp; Bulgaria</b>				<b>99 377,50 €</b>	
<b>TOTAL CRO / Clinical site services Budget:</b>				<b>3 351 929,50 €</b>	
<b>Per-patient cost - services fees</b>				<b>9 158,28 €</b>	
<b>11. Pass-Through costs - external costs:*</b>					
Ethics Committee related fees			41000	41 000,00 €	incl. Protocol Amendment 1 fees & PA#2
CA Approvals fees			41000	41 000,00 €	incl. Protocol Amendment 1 fees & PA#2
Mileage/Meals			148500	148 500,00 €	
Kick-off meeting			NAP	0,00 €	
Investigator meeting expenses			NAP	0,00 €	All investigator meeting expenses will be prepaid and/or paid for by Tricida.
Copying/Printing/Fax paper etc. - consumption of materials			30500	30 500,00 €	
IMP import / customs clearance / Import/Export License			489000	489 000,00 €	
Depot set-up			3000	3 000,00 €	Belarus
Mail/Courier			59000	59 000,00 €	

12. Pass-Through costs - Investigative Site grant. Site support / Patient recruitment & retention assistance:					
Investigative Site grant - Per patient cost		14735	366 patients	4 833 080,00 €	Per site budget version from May-2021 and assuming: - 200 study completers: 14,735 EUR x 290 = 4,273,150 - 76 early terminations at 50% per patient cost: 7,367,50 EUR x 76 = 559,930
Investigative Site grant - One-time fees		5385	40	215 400,00 €	incl. Closed sites
Investigative Site grant - Additional fees		1067134	1 study	1 067 134,00 €	Pooled costs according to the following assumptions: - Pre-screening - 350 EUR x 750 subjects = 262,500 - SFs - 870 EUR x 460 SFs = 400,200 - A3 visit - 550 EUR (515 + 35) x 177 subjects = 97,350 - Unscheduled Visit - 600 EUR (565+35) x 366 rnd subjects = 219,600 - Non-for-cause Audit - 950 EUR x 5 = 4,300 - Annual Pharmacy - 430 EUR x 19 sites x 3 years = 24,510 - Protocol Amendment - 215 EUR x 1 Amendment (PA#1) x 19 sites = 4,085 - Protocol Amendment - 215 EUR x 1 Amendment (PA#2) x 19 sites = 4,085 - Endpoint package - 215 EUR x 15% x 366 rnd subjects = 11,804 - SAE Report Processing - 215 EUR x 180 SAEs = 38,700
Investigative Site grant - Additional fees - Part B Retention		100	4158 visit / call	415 800,00 €	Calculated for 330 pts x 14 (7+7) x 0.9 = 4,158 visits/calls x 100 Euro per unit
Home Care Services in N.Macedonia & Bulgaria		21200	1	21 200,00 €	incl. Postage, Travel & Overheads
Site support - Patient recruitment & retention assistance		1400	366 patients	512 400,00 €	This site support fee is applicable solely to subjects randomized in Part B, but not to subject enrolled in Part A who are not eligible for Part B. Unit cost - flat €1,400 fee shall apply to anyone randomized in Part B irrespective of duration of their participation in the study.
Lead Site manager - oversight					
<b>Total Pass-Through costs:</b>				<b>7 877 014,00 €</b>	
<b>Total budget CRO Service Fees / Pass-Through costs:</b>				<b>11 228 943,50 €</b>	

**EXHIBIT 7**

### **Amendment #5 to Work Order #1 to Master Services Agreement**

THIS AMENDMENT NO. 5 to Work Order #1 (the "Amendment") is made effective as of February 25<sup>th</sup>, 2022 (the "Amendment Effective Date"), between Tricida, Inc. ("SPONSOR") and COMAC Medical Ltd. ("COMAC").

**WHEREAS**, SPONSOR and COMAC entered into Work Order #1 effective May 1<sup>st</sup>, 2018 (the "Work Order") pursuant to a Master Services Agreement dated July 9<sup>th</sup>, 2018 entered into by and between SPONSOR and COMAC (the "MSA") in which COMAC was to provide certain services to SPONSOR in connection with the clinical trial entitled "*A Phase 3b, Randomized, Double-blind, Placebo-controlled Study to Evaluate the Efficacy and Safety of TRC101 in Delaying Chronic Kidney Disease Progression in Subjects with Metabolic Acidosis*" (the "Study"), with Protocol Number TRCA-303 (the "Protocol")

**WHEREAS**, SPONSOR and COMAC entered into Amendment # 1 to Work Order #1 effective December 1<sup>st</sup>, 2018; into Amendment # 2, effective September 5<sup>th</sup>, 2019; into Amendment # 3, effective January 17<sup>th</sup> 2020; and into Amendment # 4, effective May 19<sup>th</sup>, 2021.

**WHEREAS**, the Parties hereby wish to execute this Amendment # 5 to the Work Order in order to amend the agreed terms.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Amendment, the sufficiency of which is hereby acknowledged, the parties agree to amend the agreed terms as follows:

**Subsection A. Service Fees, under Section II. Fees and Expenses** shall be replaced in its entirety as follows:

- "Budgeted costs that will be used to perform the Services are listed in Attachment II of this Work Order.

As of the Amendment # 5 Effective Date, COMAC will bill Sponsor in accordance with the following payment schedule:

- The amount of 269,071.25.00 EURO of the Service fees shall be paid upon reaching 200 subjects with positively adjudicated primary endpoint events;
- The amount of 84,021.87 EUR of the Services fees shall be paid following completion of Interim Analysis or completion of adjudication of primary endpoint events in the study, whichever comes first;
- The amount of 311,106.76 EURO of the Services shall be also paid at the Last Subject Last Visit; This amount will be paid in equal quarterly installments (each of 103,702.25 EURO) on quarterly basis, starting Q1 2022 until the last subject last visit in Q3 2022.
- The amount of 672,857.67 EURO of the Services fees shall be paid at the Database Lock;
- The amount of 134,595.47 EURO of the Services fees shall be paid at Closure of Study Site and all Study documents shipped to SPONSOR.

The Parties hereto acknowledge that as of the present Amendment # 5 Effective Date the following amounts for the Service fees were invoiced from COMAC and paid by the SPONSOR as follows:

- The amount of 128,522.00 EUR due for full execution of Work Oder # 1 has already been invoiced by COMAC and paid by the Sponsor;
- The amount of 128,522.00 EUR due for Study regulatory submission has already been invoiced by COMAC and paid by the Sponsor;
- The amount of 676,173.00 EUR due for First subject first visit as per Amendment # 1 has already been invoiced by COMAC and paid by the Sponsor;

- The amount of 114,971.11 EUR due for full execution of Amendment # 2 has already been invoiced by COMAC and paid by the Sponsor;
- The amount of 311,106.77 EUR due for 50% of Last subject randomized as per Amendment # 2 has already been invoiced by COMAC and paid by the Sponsor;
- The amount of 184,844.94 EUR due for full execution of Amendment # 3 has already been invoiced by COMAC and paid by the Sponsor;
- The amount of 311,106.77 EUR due for 50% of Last subject randomized as per Amendment # 3 has already been invoiced by COMAC and paid by the Sponsor;
- The amount of 77,776.69 EUR due for Last subject last visit Q1 2021 quarterly payment as per Amendment # 3 has already been invoiced by COMAC and paid by the Sponsor;
- The amount of 168,043.75 EUR due for full execution of Amendment # 4 has already been invoiced by COMAC and paid by the Sponsor;
- The amount of 77,776.69 EUR due for Last subject last visit Q2 2021 quarterly payment as per Amendment # 3 has already been invoiced by COMAC and paid by the Sponsor;
- The amount of 77,776.69 EUR due for Last subject last visit Q3 2021 quarterly payment as per Amendment # 3 has already been invoiced by COMAC and paid by the Sponsor;
- The amount of 84,021.88 EUR due for positive adjudication of primary endpoint events in 150 study subjects as per Amendment # 4 has already been invoiced by COMAC and paid by the Sponsor;
- The amount of 77,776.69 EUR due for Last subject last visit Q4 2021 quarterly payment as per Amendment # 3 has already been invoiced by COMAC and paid by the Sponsor;

It is understood that all Services provided by COMAC under this Work Order will be performed in accordance with the terms and conditions as set forth in the MSA.

COMAC's performance of the Services shall continue until the end of March 2023. At the end of this period, if COMAC Services are still necessary, the terms of this Work Order may be reviewed and amended as mutually agreed by the parties.

**1. Subsection B. Pass-Through Expenses, under Section II. Fees and Expenses, shall be amended to be read as follows:**

"Sponsor will reimburse COMAC for actual and documented out-of-pocket expenses ("Pass-through Expenses"). These will include but are not limited to the following items: travel-related expenses, CRF printing, shipping costs, translation fees, costs incurred in connection with the conduct of investigators meetings, and other such third party, non-labor related expenses. All Pass-through Expenses will be billed on a monthly basis directly to Sponsor without markup.

Unless specifically agreed by the parties in writing, the maximum amount of reimbursement for Pass-Through Costs will be limited to 7,518,039.00 EURO as per Attachment II.

COMAC shall administer payments (including money transfers) to the investigative sites on Sponsor's behalf from advance payments received from Sponsor. COMAC shall provide reports to Sponsor on quarterly basis/as per the agreements with the Investigative sites and shall invoice the Sponsor for such advance payments upon Sponsor's approval on the provided reports. Payment to the investigative sites shall be made by COMAC upon receipt of funds by the Sponsor. A reconciliation of the amounts due shall be performed on ongoing basis.

Pass-Through Expenses will be invoiced as incurred on a monthly basis and reimbursed upon receipt of the documentation and in accordance with Sponsor invoicing policies, with exception of the investigative sites grants, which will be invoiced, as specified in the previous paragraph."



2. **The overall budget from Subsection C. Overall Budget under Section II. Fees and Expenses**, shall be amended from 11,228,943.50 EURO, including Pass-through Expenses, to 11,408,111.00 EURO, including Pass-through Expenses. In relation to this, the maximum amount of compensation for Services, indicated in the last paragraph from Subsection C.
3. **Overall Budget under Section II. Fees and Expenses**, shall be amended from 3,351,929.50 EURO (excluding Pass-Through Expenses) to 3,890,072.00 EURO (excluding Pass-Through Expenses).
4. **Attachment II: Responsibilities & Start-up Cost calculation** from the Work Order, shall be deleted in its entirety and replaced with the Attachment II: Responsibilities & Cost calculation attached hereto.
5. Capitalized terms used but not defined in this Amendment have the meanings ascribed to them in the Work Order and/or MSA. Except as expressly set forth in this Amendment, the Work Order remains in full force and effect in accordance with its terms. If one or more provisions of this Amendment are held to be unenforceable under applicable law, such provisions shall be excluded from this Amendment and the balance of this Amendment shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

This Amendment may be executed in any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

**ACCEPTED AND AGREED TO:**

**Tricida, Inc.** DocuSigned by:  
 By: Gerrit Klaerner  
9A0846E0C0BE7448...  
 Name: Gerrit Klaerner  
 Title: CEO&President  
 Date: March 21, 2022

Legal Review: DS KE

Finance Review: DS AU

**COMAC Medical Ltd.**  
 By: VLADIMIR Digitally signed  
 Name: MAKSIMO by VLADIMIR  
 Title: V MAKSIMOV  
 Date: GORANOV Date: 2022.03.22  
 Date: GORANOV 11:35:29 +02'00'

**Attachment II Responsibilities & Cost calculation**

Project: TRCA-303 (VALOR-CKD)		Region CEE			
COMAC Services - Start-up, Site Monitoring, Study management, eTMF, PhV	Unit definition	Unit cost (€)	# of units	Total Cost (€)	Comments
Study Phase			IIIb		
Study Name	"A Phase 3b, Randomized, Double-blind, Placebo-controlled Study to Evaluate the Efficacy and Safety of TRC101 in Delaying Chronic Kidney Disease Progression in Subjects with Metabolic Acidosis" / Study Number (Name) - TRCA-303 (VALOR-CKD)				
Location of Sites		Albania - 2 Bulgaria - 10 Macedonia - 5 Romania - 1 Belarus - 1			Assumptions as per Amendment #3: Albania - 3 Bulgaria - 12 Macedonia - 5 Romania - 14 Belarus - 7 Turkey - 12 Moldova - 1
Number of Countries		5			
Number of Sites		19			
Number of subjects		890 screened			
		430 enrolled			Part A
		366 randomized			Part B
No. of subjects per site on avg.		19			
Estimated number of SAEs at max		160			
Estimated Study Duration PPFV till DBL		45 months			
Estimated Total Program Duration (Comac involvement)		58 months			
Projected date of Onset of services		May-18			
Projected date of Protocol Final		Jul-18			
Projected date of First Clinical Trial Application Submission		Aug-18			
Projected date of First Study approval		Oct-18			
Projected date of Last Study approval		Dec-18			
Projected date of Investigators' Meeting		Oct-18			
Projected date of First Site Initiated		Nov-18			
Projected date of PPFV		Dec-18			
Projected date of LPI		Dec-21			last randomization - Part B
Projected date of LPLV		Jul-22			
Projected date of Database Lock		Sep-22			
Projected date of Topline Tables, Listings & Figures (TLFs)		Oct-22			
Projected date of COVs		Dec-22			
Projected date of TMF to TRICIDA		Jan-23			
Projected end of Comac services for the study		Feb-23			

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Amendment #5 to Work Order#1 Dated May 1<sup>st</sup> 2018

SERVICES	Unit definition	Cost per unit (€)	Units	Cost (EUR)	
<b>1. Sites identification / selection</b>					
Sites identification	Site	150	69	10,350.00 €	incl. Turkey & Moldova
Site Qualification Visits	Visit	700	57	39,900.00 €	incl. Turkey & Moldova, excluding Comae Phase I Unit
Site selection	Site	50	54	2,700.00 €	incl. Turkey & Moldova
Provide protocol to sites	Site	50	54	2,700.00 €	incl. Turkey & Moldova
<b>Subtotal: 1. Sites identification / selection</b>			<b>53,650.00 €</b>		
<b>2. Study Start-up / CTA Submission Preparation</b>					
Study Material Review/GAP analysis/Submission Preparation	Country/submission	1000	7	7,000.00 €	incl. Turkey & Moldova
Essential Site Regulatory Documents (distribute, collect, manage, track)	Site	354	54	19,116.00 €	incl. Turkey & Moldova
Informed consent local customization/translation; Other documents translation (Protocol Synopsis, etc.)	Country/submission	1200	7	8,400.00 €	incl. Turkey & Moldova
Study submission/approval - CA	Country/submission	1600	7	11,200.00 €	incl. Turkey & Moldova
Essential Site Regulatory Documents (distribute, collect, manage, track) - Amendment	Site	118	87	10,266.00 €	incl. Turkey & Moldova + Protocol Amendment #1
Informed consent local customization/translation; Other documents translation (Protocol Synopsis, etc.) - Amendment	Country/submission	400	5	2,000.00 €	Protocol Amendment 1
Informed consent local customization/translation; Other documents translation (Protocol Synopsis, etc.) - Amendment	Country/submission	400	5	2,000.00 €	Protocol Amendment 2
Study submission/approval - CA - Amendment	Country/submission	800	5	4,000.00 €	Protocol Amendment 1
Study submission/approval - CA - Amendment	Country/submission	800	10	8,000.00 €	Protocol Amendment 2 & 3
Develop Study Manual(s) (including necessary forms and logs)	Country	500	7	3,500.00 €	incl. Turkey & Moldova
Study submission/approval - CA - Notifications	Country / study	300	5	1,500.00 €	e.g. FPI, LPI, CSR
Review or Provide Insurance certificate (to be paid by the Sponsor directly to the insurer)	Country/document	200	8	1,600.00 €	incl. Turkey & Moldova, also including the update for Macedonia
Clinical Trial Agreements - negotiation and signature	Site	700	54	37,800.00 €	
Clinical Trial Agreements - negotiation and signature - Amendment	Site	200	33	6,600.00 €	Protocol Amendment 1
Clinical Trial Agreements - negotiation and signature - Amendment	Site	200	19	3,800.00 €	Protocol Amendment 2
Provide General Regulatory Consulting	Country / study	400	7	2,800.00 €	incl. Turkey & Moldova
<b>Subtotal: 2. Study Start-up / CTA Submission Preparation</b>			<b>129,582.00 €</b>		
<b>3. EC Submission and Local File Set-up</b>					
Study submission/approval - EC	Submission	1200	7	8,400.00 €	incl. Turkey & Moldova
Study submission/approval - EC - Amendment	Submission	600	5	3,000.00 €	Protocol Amendment 1
Study submission/approval - EC - Amendment	Submission	600	10	6,000.00 €	Protocol Amendment 2 & 3
Study submission/approval - EC - Notifications	Site / study	150	39	5,850.00 €	e.g. FPI, LPI, CSR incl. Closed sites
<b>Subtotal: 3. EC Submission and Local File Set-up</b>			<b>23,250.00 €</b>		

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Amendment #5 to Work Order#1 Dated May 1<sup>st</sup> 2018

<b>4. Documentation management / eTMF</b>					
Assist in Setup eTMF	Country / study	1000	7	7,000.00 €	incl. Turkey & Moldova, local support
Maintain and Track eTMF	Site / month	50	1408	70,400.00 €	
Investigative site file set-up & maintenance	Site / month	50	1408	70,400.00 €	
Track all versions of documents included in essential documents	country / month	10	290	2,900.00 €	
Collection of Original Wet Ink Study Documents and Transfer to Tricida at the Study End	Site	500	39	19,500.00 €	incl. Closed sites
Perform Local QC on a semi-annual Basis	QC	2500	8	20,000.00 €	local QC
Archive Study Files	Site	200	39	7,800.00 €	incl. Closed sites
<b>Subtotal: 4. Documentation management / eTMF</b>			198,000.00 €		
<b>5. Study trainings / Meetings / Site Initiation Activities</b>					
Initial Study familiarization	Protocol version/ person	800	24	19,200.00 €	
Project Kick-off Meeting attendance	Meeting	2000	1	2,000.00 €	PL alone
Investigator's Meeting and CRA Training attendance & organization assistance	Meeting	10000	1	10,000.00 €	
<b>Subtotal: 5. Study trainings / Meetings / Site Initiation Activities</b>			31,200.00 €		
<b>6. Monitoring &amp; Clinical Conduct</b>					
Prepare & familiarize with Monitoring manual	Document	500	1	500.00 €	
Familiarize with Medical Monitoring plan	Document	500	1	500.00 €	
Initiation Visit ( visit)	Visit	1100	39	42,900.00 €	incl. Closed sites
Monitoring Visits (avg 15 visits per site, one-day) - Blinded	Visit	1100	500	550,000.00 €	
Monitoring Visits (avg 6 visits per site, one-day) - UnBlinded	Visit	900	200	180,000.00 €	
Additional day on site - Blinded / UnBlinded	Day	550	350	192,500.00 €	
Patient recruitment control / Eligibility check	Patients	50	366	18,300.00 €	
Termination Visit ( visit)	Visit	1100	39	42,900.00 €	
In-house (remote) monitoring	Site / month	220	1104	242,880.00 €	
Ongoing Medical Monitoring	Site / month		NAP	0.00 €	performed by the Sponsor
<b>Subtotal: 6. Monitoring &amp; Clinical Conduct</b>			1,270,480.00 €		

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Amendment #5 to Work Order#1 Dated May 1<sup>st</sup> 2018

<b>7. Study / Site management</b>					
Internal Team Project Management, Lead CRA & Project Assistant Support	month	8000	59	472,000.00 €	increase in unit cost to cover elevated involvement in Q4 2021 and 2022
Report review	visit	140	835	116,900.00 €	
Co-Monitoring	visit	1100	15	16,500.00 €	
Site management incl. Site communication, Queries resolution, Logistic support	Site / month	450	1161	522,450.00 €	increase in unit cost to cover elevated involvement in Q4 2021 and 2022
Site management - Medical monitoring liaison	Country / month	7000	18	126,000.00 €	UK & MK
Study administration	Country / month	350	310	108,500.00 €	incl. Turkey & Moldova
Study plans preparation (e.g. Communication, Project Management, Escalation, Safety, etc.)	Study	3000	1	3,000.00 €	
Internal team communication & Teleconferences	Country / month	1500	322	483,000.00 €	
Client Teleconferences - Monthly / Weekly Status Calls	month	2500	7	17,500.00 €	from Dec 2021 to June 2022
Study status - updates and Client communication	Month	1200	64	76,800.00 €	
<b>Subtotal: 7. Study / Site management</b>			<b>1,942,650.00 €</b>		
<b>8. IMP logistics</b>					
Obtain Import/Export License	License	200	250	50,000.00 €	
IMP receipt oversight / Customs clearance (if applicable)	Receipt	500	250	125,000.00 €	assuming 12 shipments per site
IMP local destruction	Site	500		0.00 €	TBD
<b>Subtotal: 8. IMP logistics</b>			<b>175,000.00 €</b>		
<b>9. Drug Safety and Pharmacovigilance</b>					
SAE Receipt/Review and Processing	event		NAP	0.00 €	performed by the Sponsor
SAE Narrative Form	form		NAP	0.00 €	performed by the Sponsor
Notify ECs of SAEs and SUSARs/Distribute Safety Reports	report	100	10	1,000.00 €	
Reporting to Competent Authorities	report	100	10	1,000.00 €	
Preparation/Submission of Periodic Safety Listings	Country / year	250	25	6,250.00 €	
Preparation/Submission of Periodic Safety Reports	Country / year	250	25	6,250.00 €	
<b>Subtotal: 9. Drug Safety and Pharmacovigilance</b>			<b>14,500.00 €</b>		
<b>10. Quality Assurance</b>					
Conduct QA Audit of Final Clinical & Safety Laboratory Databases	Audit	2000	1	2,000.00 €	
Conduct QA Audit of Project Files and Electronic Trial Master File (eTMF)	Audit	2000	1	2,000.00 €	
Provide Support During FDA/CA Site Inspection	Inspection	2000	1	2,000.00 €	
<b>Subtotal: 10. Quality Assurance</b>			<b>6,000.00 €</b>		

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Amendment #5 to Work Order#1 Dated May 1<sup>st</sup> 2018

<b>II. Home Care Services in N. Macedonia &amp; Bulgaria</b>					
Patient Registration	patient	22.5	100	2,250.00 €	includes database search for nurse and addition of patient to systems.
Home Care Nurse Registration	visit	180	43	7,740.00 €	
					Nurse enlisting to site logs / remote or on-site visit at the Site
Weekday Home Visit - working hrs	visit	225	17	3,825.00 €	
					Visit including total return travel time of 2 hours
Weekday Home Visit - ex-working hrs & weekends	visit	337.5	26	8,775.00 €	
					Visit including total return travel time of 2 hours
Home Care Nurse Training	nurse	270	12	3,240.00 €	Home Care nurse training time including preparation
Coordination and Administration of Visits by Home Care Nurse	visit	45	43	1,935.00 €	
					includes pre-visit call to patient, arranging courier, calling site post-visit etc.
Country Lead- Project mgmt & coordination	visit	70	43	3,010.00 €	
					Project management per visit - this includes all nurse management and resolution of all issues arising from visits - Quality Control of Visit Report Forms (up to 5 mins per report) and query resolution (5 mins per query)
Country Lead- training	study/country	525	2	1,050.00 €	Country Lead nurse training time including preparation
Tracking and Reporting of Unique DCFs	DCF	45	43	1,935.00 €	Tracking and reporting of each unique DCF per the visit assessment process. Assume 30% of queries require resolution.
Service set-up	study/country	5000	2	10,000.00 €	Study specific set-up / Systems allocation / Team allocation
<b>Subtotal: II. Home Care Services in N. Macedonia &amp; Bulgaria</b>				<b>43,760.00 €</b>	
<b>TOTAL CRO / Clinical site services Budget:</b>				<b>3,890,072.00 €</b>	
<b>Per-patient cost - services fees</b>				<b>10,628.61 €</b>	
<b>II. Pass-Through costs - external costs:*</b>					
Ethics Committee related fees			46000	46,000.00 €	incl. Protocol Amendment 1 fees & PA#2
CA Approvals fees			46000	46,000.00 €	incl. Protocol Amendment 1 fees & PA#2
Mileage/Meals			127500	127,500.00 €	
Kick-off meeting			NAP	0.00 €	
Investigator meeting expenses			NAP	0.00 €	All investigator meeting expenses will be prepaid and/or paid for by Tricida.
Copying/Printing/Fax paper etc. - consumption of materials			30500	30,500.00 €	
IMP import / customs clearance / Import/Export License			520000	520,000.00 €	
Depot set-up			3000	3,000.00 €	Belarus
Mail/Courier			59000	59,000.00 €	

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12. Pass-Through costs - Investigative Site grant. Site support / Patient recruitment & retention assistance:					
Investigative Site grant - Per patient cost		14540	366 patients	4,623,720.00 €	Per site budget version from May-2021 and assuming: - 270 study completers: 14,540 EUR x 270 = 3,925,800 - 96 early terminations at 50% per patient cost: 7,270 EUR x 96 = 697,920
Investigative Site grant - One-time fees		5385	40	215,400.00 €	incl. Closed sites
Investigative Site grant - Additional fees		1003319	1 study	1,003,319.00 €	Pooled costs according to the following assumptions: - Pre-screening - 350 EUR x 750 subjects = 262,500 - SFs - 870 EUR x 460 SFs = 400,200 - A3 visit - 550 EUR (515 + 35) x 177 subjects = 97,350 - Unscheduled Visit - 600 EUR (565+35) x 263 Visits = 156,000 - Non-for-cause Audit - 860 EUR x 5 = 4,300 - Annual Pharmacy - 430 EUR x 19 sites x 3 years = 24,510 - Protocol Amendment - 215 EUR x 1 Amendment (PA#1) x 19 sites = 4,085 - Protocol Amendment - 215 EUR x 1 Amendment (PA#2) x 19 sites = 4,085 - Protocol Amendment - 215 EUR x 1 Amendment (PA#3) x 19 sites = 4,085 - Endpoint package - 215 EUR x 15% x 366 rnd subjects = 11,804 - SAE Report Processing - 215 EUR x 160 SAEs = 34,400
Investigative Site grant - Additional fees - Part B Retention		100	3100 visit / call	310,000.00 €	Calculated for 310 pts x 10 calls
Home Care Services in N.Macedonia		21200	1	21,200.00 €	incl. Postage, Travel & Overheads
Site support - Patient recruitment & retention assistance		1400	366 patients	512,400.00 €	This site support fee is applicable solely to subjects randomized in Part B, but not to subject enrolled in Part A who are not eligible for Part B. Unit cost - flat €1,400 fee shall apply to anyone randomized in Part B irrespective of duration of their participation in the study.
Lead Site manager - oversight					
<b>Total Pass-Through costs:</b>				<b>7,518,039.00 €</b>	
<b>Total budget CRO Service Fees / Pass-Through costs:</b>				<b>11,408,111.00 €</b>	
* - To be billed on actual basis without mark-up.					
Any additional task will be charged separately. VAT is not included					
CONFIDENTIAL INFORMATION					
2/24/2022					

**EXHIBIT 8**





Attn: Yuri Stasiv

Ref Study No. / Project No.:		Protocol No.: TRCA-303	Feb'22-Dec'22	external cost	
ORIGINAL No:			0000008196	Date:	issue date: 11.01.2023 due date: 11.02.2023
<b>Recipient/Consignee:</b>			<b>Vendor/Subcontractor</b>		
Name:	Tricida, Inc.		Name:	Comac Medical Ltd.	
ID No.:	46-3372526		ID No.:	103174683	
VAT No.:	---		VAT No.:	BG 103174683	
Address:	7000 Shoreline Court, Suite 201		Address:	131 Odrin St., apt.22	
City:	South San Francisco, CA 94080		City:	Sofia 1303	
Country:	USA		Country:	Bulgaria	
IBAN:	---		IBAN:	BG 93 UDBS 8002 140099 4610	
BIC/SWIFT:	---		BIC/SWIFT:	UBBSBG3F	
Bank:	---		Bank:	United Bulgarian Bank	
Bank address:	---		Bank address:	5, Sveta Sofia St., 1040 Sofia, Bulgaria	
<b>№</b>	<b>Type</b>	<b>Quantity</b>	<b>Price</b>	<b>Discount</b>	<b>Total</b>
1	External cost pursuant Amendment #4 to Work Order #1, effective 1st May, 2018 for work related to Sponsor study TRCA-303 to Master Services Agreement between Tricida, Inc. and Comac Medical Ltd.		46,568.96		46,568.96
<small>Please find copies of the respective 11 proforma sheets</small>					
Payment: bank transfer			Total invoice price excluding VAT: EUR 46,568.96		
Tax point: issue date: 11.01.2023 due date: 11.02.2023			VAT: EUR --- Total value: EUR 46,568.96 Payment due 30 days: EUR 46,568.96		
in words: forty six thousand five hundred sixty eight point 96 EUR					
VAT - Reverse charge pursuant to art.21, par. 2 of the Bulgarian VAT law					
<b>ELIZA</b> <b>KRASSIMIROVA</b> <b>MITOVA</b> <small>Accounts Receivable Associate</small>		Digitally signed by ELIZA KRASSIMIROVA MITOVA Date: 2023.01.11 17:56:58 +02'00'			

# Comac Medical Expense Sheet

Project	TRCA 303	Relevant Exchange Rates
Bank	Pay Invoice to Comac	ALL/EUR 129.72
Invoice #	000008198	MKD/EUR 65.00
Inv Date	11-January-2023	EUR/EUR 1.00
		BGN/EUR 1.91
		RON/EUR 4.66
		TRY/EUR 7.80
		BLR/EUR 2.75
Month	February 2022 - December 2022	

Date	Description	Country	Site#	Type of Visit	CURRENCY	MKD	Summary in Eur
24-Feb-22	Unblinded Monitoring visit	RO	1412	uMV	EUR/EUR	150.00	150.00
14-Mar-22	Unblinded Monitoring visit	BG	1204	uMV	EUR/EUR	150.00	150.00
29-Jun-22	Unblinded Monitoring visit	BG	1204	uMV	EUR/EUR	150.00	150.00
07-Jul-22	Unblinded Monitoring visit	N.MK	1302	uMV	EUR/EUR	150.00	150.00
13-Jul-22	Unblinded Monitoring visit	BG	1213	uMV	EUR/EUR	150.00	150.00
20-Jul-22	Unblinded Monitoring visit	BG	1201	uMV	EUR/EUR	150.00	150.00
22-Jul-22	Unblinded Monitoring visit	RO	1412	uMV	EUR/EUR	150.00	150.00
11-Aug-22	Unblinded Monitoring visit	BG	1208	uMV	EUR/EUR	150.00	150.00
11-Aug-22	Unblinded Monitoring visit	BLR	1502	uMV	EUR/EUR	150.00	150.00
17-Aug-22	Unblinded Monitoring visit	BG	1201	uMV	EUR/EUR	150.00	150.00
17-Aug-22	Unblinded Monitoring visit	N.MK	1301	uMV	EUR/EUR	150.00	150.00
24-Aug-22	Unblinded Monitoring visit	BG	1204	uMV	EUR/EUR	150.00	150.00
25-Aug-22	Unblinded Monitoring visit	N.MK	1301	uMV	EUR/EUR	150.00	150.00
29-Aug-22	Unblinded Monitoring visit	BG	1203	uMV	EUR/EUR	150.00	150.00
31-Aug-22	Unblinded Monitoring visit	N.MK	1302	uMV	EUR/EUR	150.00	150.00
07-Sep-22	Unblinded Monitoring visit	BG	1201	uMV	EUR/EUR	150.00	150.00
09-Sep-22	Unblinded Monitoring visit	N.MK	1301	uMV	EUR/EUR	150.00	150.00
12-Sep-22	Unblinded Monitoring visit	BG	1211	uMV	EUR/EUR	150.00	150.00
13-Sep-22	Unblinded Monitoring visit	BG	1213	uMV	EUR/EUR	150.00	150.00
13-Sep-22	Unblinded Monitoring visit	N.MK	1302	uMV	EUR/EUR	150.00	150.00
14-Sep-22	Unblinded Monitoring visit	BG	1208	uMV	EUR/EUR	150.00	150.00
14-Sep-22	Blinded Monitoring visit	N.MK	1301	MV	EUR/EUR	150.00	150.00
16-Sep-22	Unblinded Monitoring visit	BG	1210	uMV	EUR/EUR	150.00	150.00
17-Sep-22	Unblinded Monitoring visit	BG	1206	uMV	EUR/EUR	150.00	150.00
19-Sep-22	Unblinded Monitoring visit	BG	1204	uMV	EUR/EUR	150.00	150.00
19-Sep-22	Unblinded Monitoring visit	N.MK	1303	uMV	EUR/EUR	150.00	150.00
21-Sep-22	Blinded Monitoring visit	BG	1210	MV	EUR/EUR	150.00	150.00
22-Sep-22	Unblinded Monitoring visit	BG	1203	uMV	EUR/EUR	150.00	150.00
23-Sep-22	Blinded Monitoring visit	BG	1201	MV	EUR/EUR	150.00	150.00
23-Sep-22	Unblinded Monitoring visit	BG	1212	uMV	EUR/EUR	150.00	150.00
24-Sep-22	Unblinded Monitoring visit	N.MK	1304	uMV	EUR/EUR	150.00	150.00
24-Sep-22	Unblinded Monitoring visit	N.MK	1305	uMV	EUR/EUR	150.00	150.00
26-Sep-22	Unblinded Monitoring visit	BG	1203	uMV	EUR/EUR	150.00	150.00
28-Sep-22	Blinded Monitoring visit	ALB	1101	MV	EUR/EUR	150.00	150.00
28-Sep-22	Blinded Monitoring visit	BG	1204	MV	EUR/EUR	150.00	150.00
28-Sep-22	Blinded Monitoring visit	N.MK	1301	MV	EUR/EUR	150.00	150.00
29-Sep-22	Blinded Monitoring visit	ALB	1103	MV	EUR/EUR	150.00	150.00
29-Sep-22	Blinded Monitoring visit	BG	1205	MV	EUR/EUR	150.00	150.00
29-Sep-22	Blinded Monitoring visit	BG	1212	MV	EUR/EUR	150.00	150.00
29-Sep-22	Unblinded Monitoring visit	N.MK	1302	uMV	EUR/EUR	150.00	150.00
29-Sep-22	Blinded Monitoring visit	N.MK	1301	MV	EUR/EUR	150.00	150.00
29-Sep-22	Blinded Monitoring visit	RO	1412	MV	EUR/EUR	150.00	150.00
30-Sep-22	Blinded Monitoring visit	BG	1201	MV	EUR/EUR	150.00	150.00
30-Sep-22	Blinded Monitoring visit	BG	1206	MV	EUR/EUR	150.00	150.00
30-Sep-22	Blinded Monitoring visit	BG	1210	MV	EUR/EUR	150.00	150.00
30-Sep-22	Blinded Monitoring visit	BG	1211	MV	EUR/EUR	150.00	150.00
30-Sep-22	Blinded Monitoring visit	BG	1213	MV	EUR/EUR	150.00	150.00
30-Sep-22	Blinded Monitoring visit	N.MK	1305	MV	EUR/EUR	150.00	150.00
03-Oct-22	Blinded Monitoring visit	BG	1201	MV	EUR/EUR	150.00	150.00
03-Oct-22	Blinded Monitoring visit	BG	1204	MV	EUR/EUR	150.00	150.00
04-Oct-22	Blinded Monitoring visit	N.MK	1301	MV	EUR/EUR	150.00	150.00
13-Oct-22	Unblinded Monitoring visit	BG	1211	uMV	EUR/EUR	150.00	150.00
13-Oct-22	Viktorija Sped. forwarding and customs fees for export of used and unused IMP	N.MK	all sites		MKD/EUR	3070.00	47.23
14-Oct-22	Unblinded Monitoring visit	BG	1213	uMV	EUR/EUR	150.00	150.00
19-Oct-22	Unblinded Monitoring visit	BG	1204	uMV	EUR/EUR	150.00	150.00
20-Oct-22	Close-out visit	ALB	1103	COV	EUR/EUR	150.00	150.00
24-Oct-22	Unblinded Monitoring visit	BG	1203	uMV	EUR/EUR	150.00	150.00
24-Oct-22	Unblinded Monitoring visit	BG	1203	uMV	EUR/EUR	150.00	150.00
26-Oct-22	Close-out visit	ALB	1101	COV	EUR/EUR	150.00	150.00
27-Oct-22	Termination visit	BG	1208	TV	EUR/EUR	150.00	150.00
28-Oct-22	Et. used and unused IMP	N.MK	all sites		MKD/EUR	1000.00	15.38
30-Oct-22	Blinded Monitoring visit	N.MK	1303	MV	EUR/EUR	150.00	150.00
02-Nov-22	Close-out visit	N.MK	1304	COV	EUR/EUR	150.00	150.00
08-Nov-22	Close-out visit	BLR	1502	COV	EUR/EUR	150.00	150.00
15-Nov-22	Termination visit	BG	1205	TV	EUR/EUR	150.00	150.00
15-Nov-22	Viktorija Sped. forwarding and customs fees for export of used and unused IMP	N.MK	all sites		MKD/EUR	3070.00	47.23
16-Nov-22	Termination visit	BG	1212	TV	EUR/EUR	150.00	150.00
17-Nov-22	Termination visit	BG	1210	TV	EUR/EUR	150.00	150.00
18-Nov-22	Close-out visit	N.MK	1301	COV	EUR/EUR	150.00	150.00
21-Nov-22	Depot Services - Belarus	BLR	all sites		EUR/EUR	1940.00	1940.00
21-Nov-22	Depot Services - Belarus	BLR	all sites		EUR/EUR	59.11	59.11
23-Nov-22	Termination visit	BG	1211	TV	EUR/EUR	150.00	150.00
23-Nov-22	Close-out visit	RO	1412	CV	EUR/EUR	150.00	150.00
24-Nov-22	Termination visit	BG	1213	TV	EUR/EUR	150.00	150.00
25-Nov-22	Close-out visit	N.MK	1302	COV	EUR/EUR	150.00	150.00
29-Nov-22	Termination visit	BG	1201	TV	EUR/EUR	150.00	150.00
30-Nov-22	Termination visit	BG	1204	TV	EUR/EUR	150.00	150.00
30-Nov-22	Close-out visit	N.MK	1303	COV	EUR/EUR	150.00	150.00
01-Dec-22	Termination visit	BG	1203	TV	EUR/EUR	150.00	150.00
02-Dec-22	Close-out visit	N.MK	1305	COV	EUR/EUR	150.00	150.00
05-Dec-22	Termination visit	BG	1206	TV	EUR/EUR	150.00	150.00
30-Dec-22	Archiving/Storage (one-time fee) - 19 sites x 870 EUR	all countries	all sites		EUR/EUR	16530.00	16530.00
30-Dec-22	Close-out (one-time fee) - 19 sites x 870 EUR	all countries	all sites		EUR/EUR	16530.00	16530.00
				TOTAL			4 46 566.96

**EXHIBIT 9**

Attn: Yuri Stasiv

Ref Study No. / Project No.:	Protocol No.: TRCA-303	Jan'23	Internal cost		
<b>ORIGINAL No:</b>		000008199	<b>Date:</b>		
Issue date: 11.01.2023		due date: 11.02.2023			
<b>Recipient/Consignee:</b>		<b>Vendor/Subcontractor</b>			
Name: Tricida, Inc. ID No. 46-3972526 VAT No. --- Address: 7000 Shoreline Court, Suite 201 City: South San Francisco, CA 94080 Country: USA IBAN: BIC/SWIFT: Bank: Bank address:		Name: Comac Medical Ltd. ID No. 103174683 VAT No. BG 103174683 Address: 131 Odrin St., apt.22 City: Sofia 1303 Country: Bulgaria IBAN: BG 93 UBBS 8002 140099 4610 BIC/SWIFT: UBBSBGSF Bank: United Bulgarian Bank Bank address: 5, Sveta Sofia St., 1040 Sofia, Bulgaria			
No	Type	Quantity	Price	Discount	Total
1	Service fee pursuant to Amendment #5 to Work Order #1, effective 1st May, 2018 to Master Services Agreement between Tricida, Inc. and Comac Medical Ltd. as per the following milestone:				
2	*] Closure of Study Site and all Study documents shipped to Sponsor	---	134,595.47	---	134,595.47
<b>Payment:</b> bank transfer issue date: 11.01.2023 due date: 11.02.2023		Total invoice price excluding VAT: EUR 134,595.47			
<b>Tax point:</b>		VAT: EUR --- Total value: EUR 134,595.47 Payment due 30 days: EUR 134,595.47			
<b>In words:</b> one hundred thirty four thousand five hundred ninety five point 47 EUR					
VAT - Reverse charge pursuant to art.21, par. 2 of the Bulgarian VAT law					
Accounts Receivable Associate					

**EXHIBIT 10**



# 181,164.43 EUR to USD - Convert Euros to US Dollars

Xe Currency Converter

Convert
Send
Charts
Alerts

**Amount**

€181,164.43

**From**

EUR – Euro

↕

**To**

USD – US Dollar

181,164.43 Euros =

**194,184.89 US Dollars**

1 EUR = 1.07187 USD  
1 USD = 0.932948 EUR

Euro to US Dollar conversion — Last updated Feb 13, 2023, 19:35 UTC

View transfer quote

Track currency

ⓘ We use the mid-market rate for our Converter. This is for informational purposes only. You won't receive this rate when sending money. Check send rates

Convert Euro to US Dollar	
EUR	USD
1 EUR	1.07187 USD
5 EUR	5.35935 USD
10 EUR	10.7187 USD

EUR

USD

25 EUR

26.7968 USD

50 EUR

53.5935 USD

100 EUR

107.187 USD

500 EUR

535.935 USD

1,000 EUR

1,071.87 USD

5,000 EUR

5,359.35 USD

10,000 EUR

10,718.7 USD

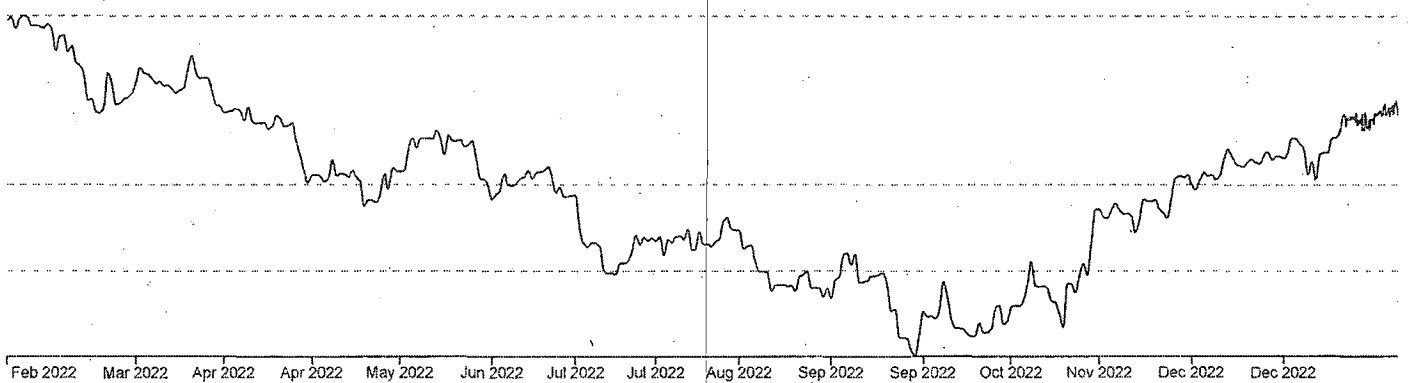
50,000 EUR

53,593.5 USD

### EUR to USD Chart

1 EUR = 1.07215 USD Feb 13, 2023, 19:28 UTC

-5.54% (1Y)



[View full chart](#)

#### 1 Euro to US Dollar stats

	Last 30 Days	Last 90 Days
High	1.1013	1.1013
Low	1.0685	1.0244
Average	1.0830	1.0636
Volatility	0.41%	0.45%

## Currency Information

### EUR - Euro

Our currency rankings show that the most popular Euro exchange rate is the EUR to USD rate. The currency code for Euros is EUR. The currency symbol is €.

[More Euro info →](#)

### USD - US Dollar

Our currency rankings show that the most popular US Dollar exchange rate is the USD to USD rate. The currency code for US Dollars is USD. The currency symbol is \$.

[More US Dollar info →](#)

## Popular Euro (EUR) Currency Pairings

 EUR to EUR >

 EUR to GBP >

 EUR to JPY >

 EUR to CAD >

 EUR to AUD >

 EUR to CHF >

 EUR to CNY >

 EUR to ZAR >

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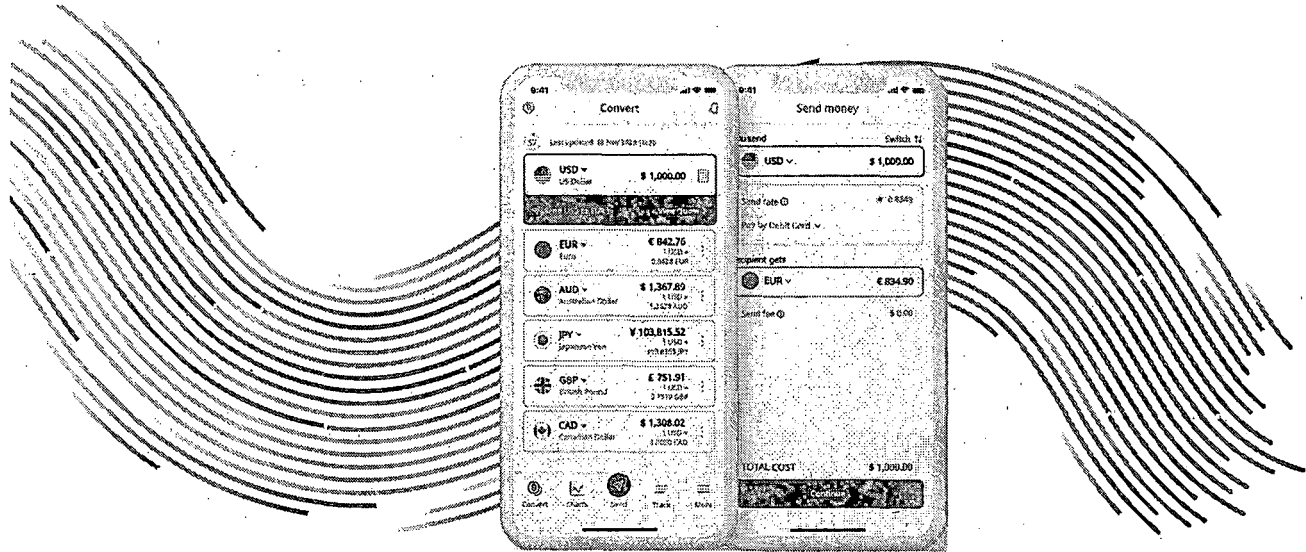


# Xe Currency Data API

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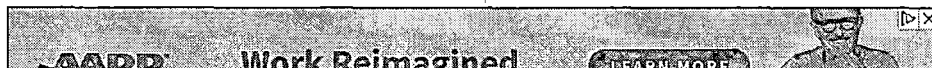
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