

Fill in this information to identify the case:

Debtor Eiger BioPharmaceuticals, Inc

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

Case number 24-80040

Official Form 410
Proof of Claim

04/22

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

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

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

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

Part 1: Identify the Claim

1. **Who is the current creditor?** CHRISTOPHER JAMES KURTZ
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?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
CHRISTOPHER JAMES KURTZ 435 VALDEZ AVE HALF MOON BAY, CA 94019-1896, USA	

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

Contact phone 510-290-3227 Contact phone _____
Contact email cjkurtz1@gmail.com Contact email _____

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

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____



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? \$ 403,200. 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.
Negotiated severance payment per my Employment Terms dated Feb 7, 2022.

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

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

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



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

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

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

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

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

No

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

\$ _____

Part 3: Sign Below

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

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

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

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

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

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

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

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

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

Executed on date 07/05/2024
MM / DD / YYYY

/s/Christopher Kurtz
Signature

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

Name Christopher Kurtz
First name Middle name Last name

Title Chief Technical Officer

Company Eiger Biopharmaceuticals.com
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1544 | International (310) 751-2638

Debtor: 24-80040 - Eiger BioPharmaceuticals, Inc District: Northern District of Texas, Dallas Division		
Creditor: CHRISTOPHER JAMES KURTZ 435 VALDEZ AVE HALF MOON BAY, CA, 94019-1896 USA Phone: 510-290-3227 Phone 2: Fax: Email: cjkurtz1@gmail.com	Has Supporting Documentation: Yes, please mail physical supporting documentation Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Negotiated severance payment per my Employment Terms dated Feb 7, 2022.	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 403,200	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Christopher Kurtz on 05-Jul-2024 12:10:29 p.m. Eastern Time Title: Chief Technical Officer Company: Eiger Biopharmaceuticals.com		

**Additional Supporting
Documents Received on
7/8/2024**

RECEIVED

JUL 08 2024

KURTZMAN CARSON CONSULTANTS



248004024070800000000001

Fill in this information to identify the case:

Debtor Eiger BioPharmaceuticals, Inc

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

Case number 24-80040

Official Form 410 Proof of Claim

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Name of the current creditor (the person or entity to be paid for this claim)
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Where should notices to the creditor be sent?
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435 VALDEZ AVE
HALF MOON BAY, CA 94019-1896, USA
Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)
Contact phone 510-290-3227 Contact phone _____
Contact email cjkurtz1@gmail.com Contact email _____

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KURTZMAN CARLSON CONSULTANT

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 _____
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Negotiated severance payment per my Employment Terms dated Feb 7, 2022.

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment (Official Form 410-A)* with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)

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

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

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

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



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

- No
 Yes. Check all that apply:

Amount entitled to priority	
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
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<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

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

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

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

- No
 Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

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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 07/05/2024
MM / DD / YYYY

/s/Christopher Kurtz
 Signature

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

Name Christopher Kurtz
First name Middle name Last name

Title Chief Technical Officer

Company Eiger Biopharmaceuticals.com
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1544 | International (310) 751-2638

Debtor: 24-80040 - Eiger BioPharmaceuticals, Inc	
District: Northern District of Texas, Dallas Division	
Creditor: CHRISTOPHER JAMES KURTZ 435 VALDEZ AVE HALF MOON BAY, CA, 94019-1896 USA Phone: 510-290-3227 Phone 2: Fax: Email: cjkurtz1@gmail.com	Has Supporting Documentation: Yes, please mail physical supporting documentation Related Document Statement:
	Has Related Claim: No Related Claim Filed By:
	Filing Party: Creditor
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No
Basis of Claim: Negotiated severance payment per my Employment Terms dated Feb 7, 2022.	Last 4 Digits: No Uniform Claim Identifier:
Total Amount of Claim: 403,200	Includes Interest or Charges: No
Has Priority Claim: No	Priority Under:
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:
Submitted By: Christopher Kurtz on 05-Jul-2024 12:10:29 p.m. Eastern Time Title: Chief Technical Officer Company: Eiger Biopharmaceuticals.com	



2155 Park Boulevard
Palo Alto, CA 94306

February 7, 2022

Christopher Kurtz
435 Valdez Ave
Half Moon Bay, CA 94019

Re: Employment Terms

Dear Mr. Kurtz,

Eiger BioPharmaceuticals, Inc. ("Eiger" or the "Company") is pleased to offer you employment on the following terms of this Offer Letter Agreement ("Agreement").

Duties, Compensation and Benefits

You will serve as the Chief Technical Officer, reporting to the President and CEO. You will work at our facility located at 2155 Park Boulevard in Palo Alto, California.

Your salary will be \$370,000 per year, less payroll deductions and withholdings. You will be paid semi-monthly, or in accordance with Company's compensation practices for other employees in place at the time.

In addition, you will be eligible for an annual bonus, targeted at 40% of your base salary, subject to applicable payroll deductions and withholdings ("Bonus"). Whether you receive this Bonus, and the amount of any such Bonus, will be determined by the Company in its sole discretion based upon your performance, the Company's performance and such other criteria that the Company deems relevant. You must be employed by the Company by September 30 to be eligible for any Bonus and any Bonus will be prorated based on your start date. Any Bonus shall be paid within thirty (30) days after the Company's determination that a Bonus shall be awarded. You will be eligible to earn a Bonus for any full calendar year provided that you remain employed by the Company as of December 31 of that year.

As an exempt salaried employee, you will be expected to be available and working during the Company's regular business hours, and without additional compensation, for such extended hours or additional time as appropriate to manage your responsibilities. The Company reserves the right to reasonably require you to perform your duties at places other than its Palo Alto facility from time to time, and to require reasonable business travel, including international travel, at the Company's expense.

You will be eligible for the following standard Company benefits: medical insurance, paid time off (PTO), 401(K), Employee Stock Purchase Plan (ESPP) and holidays. Details about these benefits are provided in the Employee Handbook and Summary Plan Descriptions, available for your review. Eiger may change compensation and benefits from time to time in its discretion.

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JUL 08 2024

KURTZMAN CARSON CONSULTANT



2155 Park Boulevard
Palo Alto, CA 94306

Subject to approval by the Company's Board of Directors (the "Board") the Company shall grant you an option to purchase 160,000 shares (the "Option") of the Company's Common Stock, with an exercise price equal to fair market value of a share of Company Common Stock as of the date of grant. The Option will be subject to the terms and conditions of the underlying equity plan and your grant agreement. Your grant agreement will include a four-year vesting schedule, under which 25 percent of your shares will vest after twelve months of employment, with the remaining shares vesting monthly thereafter, until either your Option is fully vested or your employment ends, whichever occurs first. Subject to the approval by the Company's Board, you will also be eligible for performance-based restricted stock units ("PSUs"). In addition, you will be eligible for future equity awards granted in accordance with the Company's equity plans as in effect from time to time at levels commensurate with your position and responsibilities and subject to such terms as shall be determined by the Board or one of its committees in its or their sole discretion.

As an Eiger employee, you will be expected to abide by Company rules and policies, and acknowledge in writing that you have read the Company's Employee Handbook. As a condition of employment, you must sign and comply with the attached Employee Confidential Information and Inventions Assignment Agreement, which prohibits unauthorized use or disclosure of Eiger proprietary information, among other obligations.

In your work for the Company, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be expected to use only that information which is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises any unpublished documents or property belonging to any former employer or other person to whom you have an obligation of confidentiality. You hereby represent that you have disclosed to the Company any contract you have signed that may restrict your activities on behalf of the Company.

At Will Employment

Your employment with the Company will be "at-will." You may terminate your employment with Eiger at any time and for any reason whatsoever simply by notifying Eiger. Likewise, Eiger may rescind this offer at any time before your start date for any reason, or terminate your employment at any time, with or without cause or advance notice. Your employment at-will status can only be modified in a written agreement signed by you and by an officer of Eiger.

Payments upon Termination other than without Cause or with Good Reason

Upon termination of your employment for any reason other than by the Company without Cause or by you with Good Reason, you shall be paid all accrued but unpaid Base Salary, any earned but unpaid Bonus, reimbursement for business expenses incurred by you but not yet paid to you as of the date your employment terminates, and all accrued but unused vacation (collectively, the "Accrued



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Palo Alto, CA 94306

Payments"). Any unvested Company equity awards that you hold, including any unvested options and restricted stock units (collectively, "Outstanding Equity"), shall terminate as of your termination date.

★ Termination without Cause or with Good Reason ★

If, after you complete nine (9) months of employment with the Company, the Company terminates your employment without Cause (as defined below) or you resign for Good Reason (as defined below), and other than as a result of your death or disability, and provided such termination constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h)), then subject to your obligations below, you shall be entitled to receive the following severance benefits:

$$384,000 \times \frac{9}{12} \text{ (i)}$$

$$= 288,000$$

+

$$0.4(384,000) \times \frac{8}{12}$$

$$= 115,200$$

TOTAL *

$$403,200$$

an amount equal to nine (9) months of your then current base salary and pro-rata target bonus, less all applicable withholdings and deductions, paid over such nine (9) month period, on the schedule described below (the "Salary Continuation"); and = 403,200

(ii) if you timely elect continued coverage under COBRA for yourself and your covered dependents, then the Company shall pay the COBRA premiums necessary to continue your health insurance coverage in effect for yourself and your eligible dependents on the termination date until the earliest of (A) the close of the nine (9) month period following the termination of your employment, (B) the expiration of your eligibility for the continuation coverage under COBRA, or (C) the date when you become eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment. If you become eligible for coverage under another employer's group health plan or otherwise cease to be eligible for COBRA during the period provided in this clause, you must immediately notify the Company of such event, and all payments and obligations under this clause shall cease.

Change in Control

If there is a Change in Control (as defined below), and within the date ninety (90) days before the closing of a Change in Control and ending on the date one (1) year after the effective date of that Change in Control, the Company terminates your employment without Cause (as defined below), and other than as a result of your death or disability, or you resign for Good Reason (as defined below), and provided such termination constitutes a Separation from Service, then subject to your obligations below, you shall be entitled to receive the following benefits:

(i) acceleration of the vesting of the Outstanding Equity as of the date of termination as to 100% of the then-unvested Outstanding Equity, any Outstanding Equity that is subject to performance-based vesting conditions will be deemed to have been achieved at target, and you shall have 12 months from the date of termination in which to exercise your shares subject to any option the Accelerated Vesting;



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Palo Alto, CA 94306

- (ii) an amount equal to twelve (12) months of your then current base salary and pro-rata target bonus, less all applicable withholdings and deductions, paid in lump sum on the date your employment terminates;
- (iii) if you timely elect continued coverage under COBRA for yourself and your covered dependents, then the Company shall pay the COBRA premiums necessary to continue your health insurance coverage in effect for yourself and your eligible dependents on the termination date until the earliest of (A) the close of the twelve (12) month period following the termination of your employment, (B) the expiration of your eligibility for the continuation coverage under COBRA, or (C) the date when you become eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment. If you become eligible for coverage under another employer's group health plan or otherwise cease to be eligible for COBRA during the period provided in this clause, you must immediately notify the Company of such event, and all payments and obligations under this clause shall cease.

Your receipt of any of the severance benefits set forth above is conditional upon your continuing to comply with your legal and contractual obligations to the Company and your delivering to the Company an effective, general release of claims in favor of the Company in a form acceptable to the Company within 60 days following your termination date. The Salary Continuation will be paid in equal installments on the Company's regular payroll schedule and will be subject to applicable tax withholdings over the period outlined above following the date of your termination date; provided, however, that no payments will be made prior to the 60th day following your Separation from Service. On the 60th day following your Separation from Service, the Company will pay you in a lump sum the Salary Continuation that you would have received on or prior to such date under the original schedule but for the delay while waiting for the 60th day in compliance with Code Section 409A and the effectiveness of the release, with the balance of the Salary Continuation being paid as originally scheduled.

Definitions

A "Change in Control" shall mean any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, in which the capital stock of the Company immediately prior to such consolidation, merger or reorganization, represents less than 50% of the voting power of the surviving entity (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company's voting power is transferred; or the sale of 50% of the gross value or more of the assets of Company to an unrelated party; *provided* that a Change in Control shall not include (x) any consolidation or merger effected exclusively to change the domicile of the Company, or (y) any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or indebtedness of the Company is cancelled or converted or a combination thereof approved by two-thirds of the outstanding shares of preferred stock of the Company.



2155 Park Boulevard
Palo Alto, CA 94306

For purposes of this letter agreement, "Good Reason" shall mean the occurrence of any of the following without your prior written consent: (i) relocation of your principal place of employment of over 35 miles from your then-current principal place of employment immediately prior to such relocation; (ii) a material and adverse change in your authority, duties, or responsibilities, or (iii) a reduction in your Base Salary or Bonus target percentage of Base Salary, unless the salaries or bonus target percentages of all other senior executive officers of the Company are correspondingly and proportionately reduced. You cannot terminate your employment for Good Reason unless you have provided written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within thirty (30) days after the existence of such event, and the Company has had at least thirty (30) days from the date on which such notice is provided to cure such circumstances, and you resign his employment within thirty (30) days after the end of such cure period.

For purposes of this letter agreement, "Cause" shall mean that in the reasonable determination of the Board, you commit any felony or crime involving moral turpitude, participate in any fraud against the Company, willfully breach your duties to the Company, wrongfully disclose any trade secrets or other confidential information of the Company, or materially breach any material provision of the Agreement, the Employee Confidential Information and Inventions Assignment Agreement or any other agreement entered into with the Company.

Section 280G of the Code

If any payment or benefit (including payments and benefits pursuant to this Agreement) that you would receive in connection with a Change in Control from the Company or otherwise ("Transaction Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code (the "Code"), and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Company shall cause to be determined, before any amounts of the Transaction Payment are paid to you, which of the following two alternative forms of payment would result in your receipt, on an after-tax basis, of the greater amount of the Transaction Payment notwithstanding that all or some portion of the Transaction Payment may be subject to the Excise Tax: (1) payment in full of the entire amount of the Transaction Payment (a "Full Payment"), or (2) payment of only a part of the Transaction Payment so that you receive the largest payment possible without the imposition of the Excise Tax (a "Reduced Payment"). For purposes of determining whether to make a Full Payment or a Reduced Payment, the Company shall cause to be taken into account all applicable federal, state and local income and employment taxes and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes). If a Reduced Payment is made, (x) you shall have no rights to any additional payments and/or benefits constituting the Transaction Payment, and (y) reduction in payments and/or benefits shall occur in the manner that results in the greatest economic benefit to you as determined in this paragraph. If more than one method of reduction will result in the same economic benefit, the portions of the Transaction Payment shall be reduced pro rata. Unless you and the Company otherwise agree in writing, any determination required under this paragraph shall be made in writing by the Company's independent public accountants (the "Accountants"), whose determination shall be conclusive and binding upon you and



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the Company for all purposes. For purposes of making the calculations required by this paragraph, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. You and the Company shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this paragraph. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this paragraph as well as any costs incurred by you with the Accountants for tax planning under Sections 280G and 4999 of the Code.

Section 409A

It is intended that all of the severance benefits and other payments payable under this letter satisfy, to the greatest extent possible, the exemptions from the application of Code Section 409A provided under Treasury Regulations 1.409A 1(b)(4), 1.409A 1(b)(5) and 1.409A 1(b)(9), and this letter will be construed to the greatest extent possible as consistent with those provisions. For purposes of Code Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A 2(b)(2)(iii)), your right to receive any installment payments under this letter (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this letter, if you are deemed by the Company at the time of your Separation from Service to be a "specified employee" for purposes of Code Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be "deferred compensation", then to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Code Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, such payments shall not be provided to you prior to the earliest of (i) the expiration of the six-month period measured from the date of your Separation from Service with the Company, (ii) the date of your death or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Code Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this paragraph shall be paid in a lump sum to you, and any remaining payments due shall be paid as otherwise provided herein or in the applicable agreement. No interest shall be due on any amounts so deferred.

Arbitration

You and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, your employment with the Company, or the termination of your employment, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration conducted by JAMS or its successor, under JAMS' then applicable rules and procedures for employment disputes before a single arbitrator (available upon request and also currently available at <http://www.jamsadr.com/rules-employment-arbitration/>). You acknowledge that by agreeing to this arbitration procedure, both you and the Company waive the right to resolve any



2155 Park Boulevard
Palo Alto, CA 94306

such dispute through a trial by jury or judge or administrative proceeding. In addition, all claims, disputes, or causes of action under this section, whether by you or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. To the extent that the preceding sentences regarding class claims or proceedings are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class shall proceed in a court of law rather than by arbitration. This paragraph shall not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law, including, without limitation, claims brought pursuant to the California Private Attorneys General Act of 2004, as amended. In the event you intend to bring multiple claims, including one of the Excluded Claims listed above, the Excluded Claims may be publicly filed with a court, while any other claims will remain subject to mandatory arbitration. You will have the right to be represented by legal counsel at any arbitration proceeding. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and conclusions on which the award is based. The arbitrator shall be authorized to award all relief that you or the Company would be entitled to seek in a court of law. The Company shall pay all JAMS arbitration fees in excess of the administrative fees that you would be required to pay if the dispute were decided in a court of law. Nothing in this letter agreement is intended to prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

Miscellaneous

This offer is contingent upon approval by Eiger's Compensation Committee of the Board of Directors, a background check clearance, reference check, and satisfactory proof of your right to work in the United States. You agree to assist as needed and to complete any documentation at the Company's request to meet these conditions.

This letter, together with your Employee Proprietary Information and Inventions Agreement, forms the complete and exclusive statement of your employment agreement with Eiger. It supersedes any other agreements or promises made to you by anyone, whether oral or written. Changes in your employment terms, other than those changes expressly reserved to the Company's discretion in this letter, require a written modification signed by an officer of Eiger.

Please sign and date this letter, and the enclosed Employee Proprietary Information and Inventions Agreement and return them to me by February 14, 2022, if you wish to accept employment at Eiger under the terms described above. If you accept our offer, we would like you to start April 4, 2022 ("Start Date").



2155 Park Boulevard
Palo Alto, CA 94306

We look forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

David Cory
President & CEO

Accepted:

A handwritten signature in cursive script, appearing to read "Kurtz", is written above a horizontal line.

Christopher Kurtz

A handwritten date "2/10/2022" is written above a horizontal line.

Date

Attachment: Employee Confidential Information and Inventions Assignment Agreement