

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?** JAMES ANDREW VOLLINS
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)
JAMES ANDREW VOLLINS 202 VILLAGE GATE DR CHAPEL HILL, NC 27514-5891	
Contact phone <u>919-538-5325</u>	Contact phone _____
Contact email <u>jim.vollins@gmail.com</u>	Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	

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

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: 0715 ____

7. How much is the claim? \$ 400000. 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.
Severance agreement; PTO

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:

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.

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.

\$ _____

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 07/15/2024
MM / DD / YYYY

/s/James Vollins
Signature

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

Name James Vollins
First name Middle name Last name

Title _____

Company _____
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: JAMES ANDREW VOLLINS 202 VILLAGE GATE DR CHAPEL HILL, NC, 27514-5891 Phone: 919-538-5325 Phone 2: Fax: Email: jim.vollins@gmail.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party:	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Severance agreement; PTO	Last 4 Digits: Yes - 0715	Uniform Claim Identifier:
Total Amount of Claim: 400000	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: James Vollins on 15-Jul-2024 12:37:05 p.m. Eastern Time Title: Company:		



2155 Park Boulevard
Palo Alto, CA 94306

March 31, 2023

Jim Vollins
202 Village Gate Drive
Chapel Hill, NC 27514

Dear Jim,

On behalf of Eiger BioPharmaceuticals, Inc. (the "Company"), I am pleased to confirm the terms and conditions of your offer of at-will employment, with an anticipated start date, Monday April 10, 2023 ("Start Date"), pursuant to this letter (this "Letter"). Assuming you satisfy the contingencies below, this Letter sets forth the terms and conditions of your employment:

Position and Duties. Your job title with the Company will be General Counsel, Corporate Secretary, and Chief Compliance Officer, a full-time, exempt position located remotely but shall be available for meetings at Company Headquarters at 2215 Park Blvd, Palo Alto, CA as reasonably requested and agreed upon in advance. You will report to the Chief Executive Officer. The Company may modify your job title, work location, duties, and responsibilities from time-to-time as it deems necessary. A copy of your job description is attached to this letter.

Compensation. Your semi-monthly gross salary, before other applicable withholdings, will be \$17,708.34 which equates to an annual base salary of **\$425,000**.

Annual Performance Bonus. Beginning with calendar year 2023, you will be eligible for an annual bonus, targeted at **40%** of your base salary, based on the Company's performance to budget, your individual performance, and other management objectives as determined by the Company in its sole discretion. If these performance objectives are not met, then your bonus payment may be less than 40% of your base salary, including no bonus. In accordance with Company policy, you also must be an active employee and in good standing on the last day of the applicable calendar year in order to receive a bonus payment. The amount of any bonus awarded for 2023 will be pro-rated from your start date. Any Bonus earned will be paid as soon as practical after the bonus amounts are determined, but no later than March 15th after the close of the applicable bonus year.

Equity. Subject to approval by the Company's Board of Directors (the "Board") the Company shall grant you an option to purchase **120,000 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. 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



2155 Park Boulevard
Palo Alto, CA 94306

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.

Withholding. The Company shall withhold federal, state, and local income, employment, or other taxes as required by applicable law from all compensation or benefits paid to you in connection with your employment.

Benefits. You will be eligible to participate in Company-sponsored medical, dental, vision, 401(k), disability insurance, life insurance and other benefits, as approved and offered by the Company, in accordance with the terms and conditions for our plans.

Paid Time Off. You will accrue **fifteen (15) days/120 hours** of paid time off annually and are eligible for twelve (12) company-designated holidays per calendar year, subject to the Company's policy and in accordance with applicable law. Paid time off may be used for vacation, illness or injury, and personal matters. The company reserves the right to modify, revoke, suspend, terminate, or change the benefits program, in whole or in part, with 30 days' notice. Unused and accrued paid time off (PTO) will be paid out at termination.

At-Will Employment. This Letter does not constitute an employment agreement between you and the Company. Your employment with the Company shall at all times be "at-will," meaning that your employment is not guaranteed for any specified time period, and either you or the Company may terminate the employment relationship at any time and for any reason, with or without cause or advance notice. At-will employment also means that the Company may make decisions regarding other terms of employment at any time with or without advance notice or cause, including but not limited to demotion, discipline, promotion, transfer, compensation, and duties. The at-will nature of your employment cannot be changed, except in writing signed by both you and the Company's Chief Executive Officer.

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 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) for reasons other than death or permanent disability or you resign for Good Reason (as defined below), and provided such termination constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h)), then, if with 45 days after you separation from service you sign a general release in a form acceptable



2155 Park Boulevard
Palo Alto, CA 94306

to the Company and do not revoke such general release, you shall be entitled to receive the following severance benefits:

- (i) an amount equal to nine (9) months of your then current base salary, less all applicable withholdings and deductions, paid over a nine (9) month period, which payment will commence on the first payroll period that is 60 days after your date of termination of employment and thereafter shall be paid according to the Company's normal payroll schedule. The eligible salary continuation that would have been paid on the payroll dates during the 60-day waiting period will be accumulated and paid in a lump sum with the first salary continuation payment after the 60-day waiting period; and
- (ii) if you timely elect continued coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") for yourself and, and if applicable, 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 the Company (or the surviving company, if applicable) terminates your employment, for any reasons other than death or disability, and within ninety (90) days before the closing of a Change in Control and one (1) year after the effective date of that Change in Control, or you resign for Good Reason (as defined below), then, if you sign a general release of claims in a form acceptable to the Company within 45 days of your termination date and the general release becomes irrevocable, you shall be entitled to receive the following benefits:

- (i) your Outstanding Equity as of the date of termination will become 100% vested and any performance-based vesting under the Outstanding Equity will be deemed, any Outstanding Equity that is subject to performance-based vesting conditions will be deemed to have been achieved at target (the "Vested Equity"). You will have a period to exercise your Vested Equity that is the shorter of 12 months from your date of termination or the expiration date under the terms of the Vested Equity;
- (ii) an amount equal to (A) twelve (12) months of your then current base salary and (2) pro-rata target bonus for the calendar year in which you are terminated, less all applicable withholdings and deductions, paid in lump sum on a date 60 days after your termination from employment;



2155 Park Boulevard
Palo Alto, CA 94306

- (ii) if you timely elect continued coverage under COBRA for yourself and, if applicable, 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 you continuing to comply with your legal and contractual obligations to the Company.

Definitions. A "Change in Control" shall mean a "change in the ownership of a corporation" (as defined in Treasury Regulation section 1.409A-3(i)(5)(v)) which will occur on the date that any one person, or "more than one person acting as a group" (as defined in Treasury Regulations section 1.409A-3(i)(5)(v)(B)), acquires ownership of the stock of the Company that, together with stock held by such person or group, constitutes more than 50 percent of the total fair market value or total voting power of the stock of the Company; or a "change in the ownership of a substantial portion of a corporation's assets" (as defined in Treasury Regulation section 1.409A-3(i)(5)(vii)) which will occur on the date that any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50 percent of the total gross fair market value of all of the assets of the Company immediately before such acquisition or acquisitions; *provided* that a Change in Control shall not include (x) transfers to a related person (as defined in Treasury Regulation section 1.409A-3(i)(5)(v)(vii)(B)) (y) any consolidation or merger effected exclusively to change the domicile of the Company, or (z) 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.

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 material 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



2155 Park Boulevard
Palo Alto, CA 94306

such notice is provided to cure such circumstances, and you resign your 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 considered 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 results 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 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 the accountants such information and documents as the accountants may reasonably request in order to decide 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.



2155 Park Boulevard
Palo Alto, CA 94306

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 be accumulated and paid to you in a lump sum on the earliest of (i) the first day of the seventh month after your separation from service, (ii) the date of your death or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation, and any remaining payments due shall be paid as otherwise scheduled under this 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 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 sentence 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



2155 Park Boulevard
Palo Alto, CA 94306

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.

Confidential Information and Invention Assignment Agreement. As a condition of your employment with the Company, you will be asked to read, agree to, and sign a Confidential Information and Invention Assignment Agreement (the "Confidential Information and Invention Agreement").

Entire Agreement; No Other Promises. This Letter contains the entire agreement between you and the Company concerning the terms and conditions of your employment with the Company, and replaces, supersedes, and cancels all prior agreements, commitments, and understandings, whether spoken or written, that the Company may have made in connection with your employment. No commitments affecting the terms of your employment or altering your employment status are binding on the Company unless contained in a writing signed by both you and the Company's Chief Executive Officer. This Letter is intended as written, and no marginal notations or other revisions to this Letter are binding on the Company unless the Company's Chief Executive Officer expressly consents in writing to such notations or revisions. In deciding to accept employment with the Company as of the effective date of this Letter, you acknowledge that you have not relied on any promises, commitments, statements, or representations, whether spoken or in writing, made to you by any Company representative, other than those expressly stated in this Letter. Your employment with the Company, of course, remains subject to all Company policies and procedures.

Other Terms. The Company's failure to strictly enforce any term or act in response to any breach of this Letter shall not waive any of its subsequent rights to strictly enforce any such term or take any such action. Each provision in this Letter is severable, and a finding that any provision or term of this Letter is invalid, contrary to, or in conflict with, any law or regulation shall not affect the remainder of the terms and provisions contained in this Letter.

Contingencies: Notwithstanding anything to the contrary in this Letter, this offer is expressly contingent upon: (1) the satisfactory completion by the Company, determined in its sole discretion, of a reference check and background check (including criminal history in accordance with state law) that meet standards based upon job duties and business necessity; (2) executing the Confidential Information and Invention Agreement; (3) your name not appearing on the FDA debarment list or any other United States Government debarment list; (4) proof of your eligibility to work in the United States within three (3) days of hire. Please do not take any significant steps, such as quitting your current job, etc.,



2155 Park Boulevard
Palo Alto, CA 94306

until we notify you that these contingencies are complete. Once these contingencies are clear, we will contact you to confirm your start date.


COVID-19 Vaccination. The Company has implemented a COVID-19 policy which requires all employees to be Fully Vaccinated against COVID-19, as defined by the United States Centers for Disease Control (“CDC”) and present a copy of your completed COVID-19 CDC vaccination card to the Company prior to Monday, April 10, 2023. “Fully Vaccinated” means you must have received both doses of either the Pfizer or Moderna vaccine or a one dose of a single dose vaccine, as well as a booster vaccine (if eligible) prior to your first day of work. This policy is subject to reasonable accommodations related to an individual’s disability, sincerely held religious beliefs and practices. Please inform the Company immediately if: (1) you have a disability and/or a sincerely held religious belief which prevents you from obtaining a COVID-19 vaccination; or (2) you have been unable to schedule vaccination appointment(s).

James, we look forward to working with you at Eiger Biopharmaceuticals, Inc.

Please confirm your acceptance of the terms contained in this Letter by DocuSigning below and on the enclosed Job Description.

We look forward to you joining the team!

Sincerely,

DocuSigned by:

OF1FCA681024459...
David Apelian
Chief Executive Officer

Accepted:

DocuSigned by:

486761A978E74C1...
Name – Jim Vollins

3/31/2023

Date

Attachments: Employee Confidential Information and Inventions Agreement
Job Description

EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT

In consideration of my employment or continued employment by **EIGER BIOPHARMACEUTICALS, INC.**, its subsidiaries, parents, affiliates, successors and assigns (together "**Company**"), and the compensation paid to me now and during my employment with Company, I, James Vollins, hereby enter into this Employee Confidential Information and Invention Assignment Agreement (the "**Agreement**") and agree as follows:

1. CONFIDENTIAL INFORMATION PROTECTIONS.

1.1 Recognition of Company's Rights; Nondisclosure. I understand and acknowledge that my employment by Company creates a relationship of confidence and trust with respect to Company's Confidential Information (as defined below) and that Company has a protectable interest therein. At all times during and after my employment, I will hold in confidence and will not disclose, use, lecture upon, or publish any of Company's Confidential Information, except as such disclosure, use or publication may be required in connection with my work for Company, or unless an officer of Company expressly authorizes such disclosure. I will obtain Company's written approval before publishing or submitting for publication any material (written, oral, or otherwise) that discloses and/or incorporates any Confidential Information. I hereby assign to Company any rights I may have or acquire in such Confidential Information and recognize that all Confidential Information shall be the sole and exclusive property of Company and its assigns. I will take all reasonable precautions to prevent the inadvertent accidental disclosure of Confidential Information. Notwithstanding the foregoing, pursuant to 18 U.S.C. Section 1833(b), I shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

1.2 Confidential Information. The term "**Confidential Information**" shall mean any and all confidential knowledge, data or information of Company. By way of illustration but not limitation, "**Confidential Information**" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, software in source or object code, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques and any other proprietary technology and all Intellectual Property Rights (as defined below) therein (collectively, "**Inventions**"); (b) information regarding research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, margins, discounts, credit terms, pricing and billing policies, quoting procedures, methods of obtaining business, forecasts, future plans and potential strategies, financial projections and business strategies, operational plans, financing and capital-raising plans, activities and agreements, internal services and operational manuals,

methods of conducting Company business, suppliers and supplier information, and purchasing; (c) information regarding customers and potential customers of Company, including customer lists, names, representatives, their needs or desires with respect to the types of products or services offered by Company, proposals, bids, contracts and their contents and parties, the type and quantity of products and services provided or sought to be provided to customers and potential customers of Company and other non-public information relating to customers and potential customers; (d) information regarding any of Company's business partners and their services, including names, representatives, proposals, bids, contracts and their contents and parties, the type and quantity of products and services received by Company, and other non-public information relating to business partners; (e) information regarding personnel, employee lists, compensation, and employee skills; and (f) any other non-public information which a competitor of Company could use to the competitive disadvantage of Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which was known to me prior to my employment with Company or which is generally known in the trade or industry through no breach of this Agreement or other act or omission by me, and I am free to discuss the terms and conditions of my employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act.

1.3 Third Party Information. I understand, in addition, that Company has received and, in the future, will receive from third parties their confidential and/or proprietary knowledge, data or information ("**Third Party Information**") subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information or unless expressly authorized by an officer of Company in writing.

1.4 Term of Nondisclosure Restrictions. I understand that Confidential Information and Third-Party Information is never to be used or disclosed by me, as provided in this Section 1. If a temporal limitation on my obligation not to use or disclose such information is required under applicable law, and the Agreement or its restriction(s) cannot otherwise be enforced, I agree and Company agrees that the two-year period after the date my employment ends will be the temporal limitation relevant to the contested restriction; **provided, however**, that this sentence

will not apply to trade secrets protected without temporal limitation under applicable law.

1.5 No Improper Use of Information of Prior Employers and Others. During my employment by Company, I will not improperly use or disclose confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.

2. ASSIGNMENTS OF INVENTIONS.

2.1 Definitions. As used in this Agreement, the term “*Intellectual Property Rights*” means all trade secrets, Copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country; the term “*Copyright*” means the exclusive legal right to reproduce, perform, display, distribute and make derivative works of a work of authorship (as a literary, musical, or artistic work) recognized by the laws of any jurisdiction or country; and the term “*Moral Rights*” means all paternity, integrity, disclosure, withdrawal, special and any other similar rights recognized by the laws of any jurisdiction or country.

2.2 Excluded Inventions and Other Inventions. Attached hereto as **Exhibit A** is a list describing all existing Inventions, if any, (a) that are owned by me or in which I have an interest and were made or acquired by me prior to my date of first employment by Company, (b) that may relate to Company’s business or actual or demonstrably anticipated research or development, and (c) that are not to be assigned to Company (“*Excluded Inventions*”). If no such list is attached, I represent and agree that it is because I have no Excluded Inventions. For purposes of this Agreement, “*Other Inventions*” means Inventions in which I have or may have an interest, as of the commencement of my employment or thereafter, other than Company Inventions (as defined below) and Excluded Inventions. I acknowledge and agree that if I use any Excluded Inventions or any Other Inventions in the scope of my employment, or if I include any Excluded Inventions or Other Inventions in any product or service of Company, or if my rights in any Excluded Inventions or Other Inventions may block or interfere with, or may otherwise be required for, the exercise by Company of any rights assigned to Company under this Agreement, I will immediately so notify Company in writing. Unless Company and I agree otherwise in writing as to particular Excluded Inventions or Other Inventions, I hereby grant to Company, in such circumstances (whether or not I give Company notice as required above), a non-exclusive, perpetual, transferable, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all

present or future rights in, such Excluded Inventions and Other Inventions. To the extent that any third parties have rights in any such Other Inventions, I hereby represent and warrant that such third party or parties have validly and irrevocably granted to me the right to grant the license stated above.

2.3 Assignment of Company Inventions. Inventions assigned to Company or to a third party as directed by Company pursuant to Section 2.6 are referred to in this Agreement as “*Company Inventions*.” Subject to Section 2.4 and except for Excluded Inventions set forth in **Exhibit A** and Other Inventions, I hereby assign to Company all my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, during the period of my employment by Company. To the extent required by applicable Copyright laws, I agree to assign in the future (when any copyrightable Inventions are first fixed in a tangible medium of expression) my Copyright rights in and to such Inventions. Any assignment of Company Inventions (and all Intellectual Property Rights with respect thereto) hereunder includes an assignment of all Moral Rights. To the extent such Moral Rights cannot be assigned to Company and to the extent the following is allowed by the laws in any country where Moral Rights exist, I hereby unconditionally and irrevocably waive the enforcement of such Moral Rights, and all claims and causes of action of any kind against Company or related to Company’s customers, with respect to such rights. I further acknowledge and agree that neither my successors-in-interest nor legal heirs retain any Moral Rights in any Company Inventions (and any Intellectual Property Rights with respect thereto).

2.4 Unassigned or No assignable Inventions. I recognize that this Agreement will not be deemed to require assignment of any Invention that is covered under California Labor Code section 2870(a) (the “*Specific Inventions Law*”) except for those Inventions that are covered by a contract between Company and the United States or any of its agencies that require full title to such patent or Invention to be in the United States.

2.5 Obligation to Keep Company Informed. During the period of my employment, I will promptly and fully disclose to Company in writing all Inventions authored, conceived, or reduced to practice by me, either alone or jointly with others. At the time of each such disclosure, I will advise Company in writing of any Inventions that I believe fully qualify for protection under the provisions of the Specific Inventions Law; and I will at that time provide to Company in writing all evidence necessary to substantiate that belief. Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to Company pursuant to this Agreement relating to Inventions that qualify fully for protection under the Specific Inventions Law. I will preserve the confidentiality of any Invention that does not fully qualify for protection under the Specific Inventions Law.

2.6 Government or Third Party. I agree that, as directed by Company, I will assign to a third party, including without limitation the United States, all my right, title, and interest in and to any particular Company Invention.

2.7 Ownership of Work Product. I agree that Company will exclusively own all work product that is made by me (solely or jointly with others) within the scope of my employment, and I hereby irrevocably and unconditionally assign to Company all right, title and interest worldwide in and to such work product. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment, and which are protectable by Copyright are “works made for hire,” pursuant to United States Copyright Act (17 U.S.C., Section 101). I understand and agree that I have no right to publish on, submit for publishing, or use for any publication any work product protected by this Section, except as necessary to perform services for Company.

2.8 Enforcement of Intellectual Property Rights and Assistance. I will assist Company in every proper way to obtain, and from time to time enforce, United States and foreign Intellectual Property Rights and Moral Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Intellectual Property Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Intellectual Property Rights to Company or its designee, including the United States or any third party designated by Company. My obligation to assist Company with respect to Intellectual Property Rights relating to such Company Inventions in any and all countries will continue beyond the termination of my employment, but Company will compensate me at a reasonable rate after my termination for the time actually spent by me at Company’s request on such assistance. In the event Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Intellectual Property Rights assigned under this Agreement to Company.

2.9 Incorporation of Software Code. I agree that I will not incorporate into any Company software or otherwise deliver to Company any software code licensed under the GNU General Public License or Lesser General Public License or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or

distribution of any source code owned or licensed by Company **except** in strict compliance with Company’s policies regarding the use of such software.

3. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by Company) of all Confidential Information developed by me and all Company Inventions made by me during the period of my employment at Company, which records will be available to and remain the sole property of Company at all times.

4. DUTY OF LOYALTY DURING EMPLOYMENT. I agree that during the period of my employment by Company, I will not, without Company’s express written consent, directly or indirectly engage in any employment or business activity which is directly or indirectly competitive with, or would otherwise conflict with, my employment by Company.

5. NO SOLICITATION OF EMPLOYEES, CONSULTANTS OR CONTRACTORS. I agree that during the period of my employment and for the one year period after the date my employment ends for any reason, including but not limited to voluntary termination by me or involuntary termination by Company, I will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others, except on behalf of Company, solicit, induce, encourage, or participate in soliciting, inducing or encouraging any person known to me to be an employee, consultant, or independent contractor of Company to terminate his or her relationship with Company, even if I did not initiate the discussion or seek out the contact.

6. REASONABLENESS OF RESTRICTIONS.

6.1 I agree that I have read this entire Agreement and understand it. I agree that this Agreement does not prevent me from earning a living or pursuing my career. I agree that the restrictions contained in this Agreement are reasonable, proper, and necessitated by Company’s legitimate business interests. I represent and agree that I am entering into this Agreement freely and with knowledge of its contents with the intent to be bound by the Agreement and the restrictions contained in it.

6.2 In the event that a court finds this Agreement, or any of its restrictions, to be ambiguous, unenforceable, or invalid, I and Company agree that the court will read the Agreement as a whole and interpret the restriction(s) at issue to be enforceable and valid to the maximum extent allowed by law.

6.3 If the court declines to enforce this Agreement in the manner provided in subsection 6.2, Company and I agree that this Agreement will be automatically modified to provide Company with the maximum protection of its business interests allowed by law and I agree to be bound by this Agreement as modified.

7. NO CONFLICTING AGREEMENT OR OBLIGATION. I represent that my performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement.

8. RETURN OF COMPANY PROPERTY. When I leave the employ of Company, I will deliver to Company any and all drawings, notes, memoranda, specifications, devices, formulas and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Confidential Information of Company. I agree that I will not copy, delete, or alter any information contained upon my Company computer or Company equipment before I return it to Company. In addition, if I have used any personal computer, server, or e-mail system to receive, store, review, prepare or transmit any Company information, including but not limited to, Confidential Information, I agree to provide Company with a computer-useable copy of all such Confidential Information and then permanently delete and expunge such Confidential Information from those systems; and I agree to provide Company access to my system as reasonably requested to verify that the necessary copying and/or deletion is completed. I further agree that any property situated on Company's premises and owned by Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company's personnel at any time with or without notice. Prior to leaving, I will cooperate with Company in attending an exit interview and completing and signing Company's termination statement if required to do so by Company.

9. LEGAL AND EQUITABLE REMEDIES.

9.1 I agree that it may be impossible to assess the damages caused by my violation of this Agreement or any of its terms. I agree that any threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to Company, and Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance, or other equitable relief, without bond and without prejudice to any other rights and remedies that Company may have for a breach or threatened breach of this Agreement.

9.2 In the event Company enforces this Agreement through a court order, I agree that the restrictions of Section 5 will remain in effect for a period of 12 months from the effective date of the Order enforcing the Agreement.

10. NOTICES. Any notices required or permitted under this Agreement will be given to Company at its headquarters location at the time notice is given, labeled "Attention Chief Executive Officer," and to me at my address as listed on Company payroll, or at such other address as Company or I may designate by written notice to the other. Notice will be effective upon receipt

or refusal of delivery. If delivered by certified or registered mail, notice will be considered to have been given five business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt.

11. PUBLICATION OF THIS AGREEMENT TO SUBSEQUENT EMPLOYER OR BUSINESS ASSOCIATES OF EMPLOYEE.

11.1 If I am offered employment or the opportunity to enter into any business venture as owner, partner, consultant or other capacity while the restrictions described in Section 5 of this Agreement are in effect I agree to inform my potential employer, partner, co-owner and/or others involved in managing the business with which I have an opportunity to be associated of my obligations under this Agreement and also agree to provide such person or persons with a copy of this Agreement.

11.2 I agree to inform Company of all employment and business ventures which I enter into while the restrictions described in Section 5 of this Agreement are in effect and I also authorize Company to provide copies of this Agreement to my employer, partner, co-owner and/or others involved in managing the business with which I am employed or associated and to make such persons aware of my obligations under this Agreement.

12. GENERAL PROVISIONS.

12.1 Governing Law; Consent to Personal Jurisdiction.

This Agreement will be governed by and construed according to the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between residents of California. I hereby expressly consent to the personal jurisdiction and venue of the state and federal courts located in California for any lawsuit filed there against me by Company arising from or related to this Agreement.

12.2 Severability. In case any one or more of the provisions, subsections, or sentences contained in this Agreement will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. If moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

12.3 Successors and Assigns. This Agreement is for my benefit and the benefit of Company, its successors, assigns, parent corporations, Related Companies, affiliates, and

purchasers, and will be binding upon my heirs, executors, administrators and other legal representatives.

12.4 Survival. This Agreement shall survive the termination of my employment, regardless of the reason, and the assignment of this Agreement by Company to any successor in interest or other assignee.

12.5 Employment At-Will. I agree and understand that nothing in this Agreement will change my at-will employment status or confer any right with respect to continuation of employment by Company, nor will it interfere in any way with my right or Company's right to terminate my employment at any time, with or without cause or advance notice.

12.6 Waiver. No waiver by Company of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Company of any right under this Agreement will be construed as a waiver of any other right. Company will not be required to give notice to enforce strict adherence to all terms of this Agreement.

12.7 Export. I agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from

Company or any products utilizing such data, in violation of the United States export laws or regulations.

12.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. This Agreement may also be executed and delivered by facsimile signature, PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 (e.g., www.docusign.com).

12.9 Advice of Counsel. I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION OF THIS AGREEMENT.

This Agreement shall be effective as of 3/31/2023, 2023.

EMPLOYEE:

I HAVE READ, UNDERSTAND, AND ACCEPT THIS AGREEMENT AND HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW IT WITH INDEPENDENT LEGAL COUNSEL.

DocuSigned by:
Jim Vollins
466761A976E74C1...
(Signature)

James Vollins
Name

3/31/2023
Date

Address: 202 Village Gate Drive
Chapel Hill, NC 27514

COMPANY:

ACCEPTED AND AGREED

EIGER BIOPHARMACEUTICALS, INC.

By: DocuSigned by:
David Apelian
0F1FCA681024459...

Name: David Apelian
Title: Chief Executive Officer

Address: 2155 Park Boulevard
Palo Alto, California 94306

**EXHIBIT A
TO THE
EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT**

EXCLUDED INVENTIONS

TO: Eiger BioPharmaceuticals, Inc.
FROM: James Vollins
DATE: 3/31/2023

1. Excluded Inventions Disclosure. Except as listed in Section 2 below, the following is a complete list of all Excluded Inventions:

No Excluded Inventions.

See below:

none

Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to the Excluded Inventions generally listed below, the intellectual property rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Excluded Invention	Party(ies)	Relationship
1.	<u>none</u>	<u>none</u>	<u>none</u>
2.	<u>none</u>	<u>none</u>	<u>none</u>
3.	_____	_____	_____

Additional sheets attached.

3. Limited Exclusion Notification.

This is to notify you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any Invention that you develop entirely on your own time without using Company's equipment, supplies, facilities or trade secret information, except for those Inventions that either:

a. Relate at the time of conception or reduction to practice to Company's business, or actual or demonstrably anticipated research or development; or

b. Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an Invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or Invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or Invention to be in the United States.

Position and Candidate Specification



Eiger Biopharmaceuticals, Inc.

General Counsel, Chief Compliance Officer and Corporate Secretary

PREPARED BY:

Jennifer Gerney

Misha Wolfe

Chloe McLean

March 2023

Assignment: 65161-002

About the Company

Eiger Biopharmaceuticals, Inc.

Eiger Biopharmaceuticals, Inc. (NASDAQ: EIGR) is a commercial-stage, biopharmaceutical company with a late-stage pipeline focused on the development and commercialization of first-in-class therapies for serious rare and ultra-rare diseases. Eiger's lead clinical programs are focused on the development of foundational therapies for Hepatitis Delta Virus (HDV) infection, the most serious form of human viral hepatitis, with two complementary HDV treatments. Lonafarnib is a first-in-class, oral prenylation inhibitor in a global Phase 3 trial. Peginterferon lambda is a first-in-class, well-tolerated type III interferon entering Phase 3. Zokinvy® for the treatment of Hutchinson-Gilford Progeria Syndrome (HGPS or Progeria) and processing-deficient Progeroid Laminopathies is the Company's first FDA approved product. A Marketing Authorization Application (MAA) is under review by the European Medicines Agency (EMA).

Eiger's strategy is to identify, develop, and, directly or through collaborations, bring to market novel products for the treatment of rare and ultra-rare diseases or conditions. The Company currently has a diverse portfolio of well-characterized product candidates with the potential to address life-threatening diseases for which the unmet medical need is high and, primarily focused on the development of foundational therapies for HDV infection. Eiger's goal is to be a leader in the development and commercialization of novel therapeutics for serious unmet medical needs in rare and ultra-rare diseases. Eiger's focus to achieve this goal will be to utilize its experience and capabilities to:

- Advance existing product candidates through late-stage clinical trials, generating meaningful clinical results;
- Work with U.S. and international regulatory authorities for expeditious, efficient development pathways toward registration;
- Prepare for commercialization of each program;
- Use industry relationships and experience to source, evaluate and in-license well-characterized product candidates to continue pipeline development; and
- Identify potential commercial or distribution partners for products in relevant territories.

Position Summary

Eiger Biopharmaceuticals, Inc.

Reporting to the Chief Executive Officer, the General Counsel, Chief Compliance Officer and Corporate Secretary ("General Counsel") will be a core member of Eiger's executive leadership team and will play a critical part in the company's ongoing commercialization and strategic growth. The General Counsel will work closely with the CEO, CFO, the executive leadership team, and the board of directors in providing counsel and partnership to enable the execution of strategy. They will provide leadership and guidance on a full range of legal issues, regulatory compliance, and commercial compliance across functions. This will include corporate governance, business development and strategic partnerships, contracts, intellectual property, and general corporate matters on issues arising from the company's research, clinical and commercial activities.

This role is based at Eiger Biopharmaceutical's headquarters in Palo Alto, CA.

KEY RELATIONSHIPS

Reports to David Apelian, Chief Executive Officer

Other key relationships Executive Team
Board of Directors
Outside counsel
Applicable regulators

KEY RESPONSIBILITIES

- Serve as a contributing member of and trusted advisor to the company's CEO, CFO, senior leadership team and Board of Directors, providing counsel on issues of strategic importance and contributing to the company's overall planning process.
- Advise on the successful growth and development of the company across all functions and design and scale the legal department to support the growth.
- Oversee all legal, regulatory and compliance matters, strategic and tactical, and advise the CEO, CFO, senior leadership team and Board of Directors accordingly.
- Advise executive management and the Board of Directors on matters related to securities compliance and corporate governance, specifically with respect to the requirements mandated by The Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley") and other relevant federal and state securities laws, regulations and rules.
- Counsel on both the business and legal ramifications of significant strategic imperatives and business development activities, including possible strategic partnerships, acquisitions, divestitures, joint ventures, other possible investments, capital markets and negotiating and structuring major contracts, affiliations and licensing arrangements.
- Ensure Eiger is in compliance with all laws, rules, regulations, and provisions of existing licensing agreements that may apply to Eiger's activities on a global basis. As Chief Compliance Officer, establish a culture of compliance across the company and ensure compliance best practices globally. Develop effective policies,

EIGER BIOPHARMACEUTICALS, INC.

procedures and training inclusive of all functional areas including senior leadership, finance, human resources, sales, and account management as needed.

- Provide legal advice and counsel relating to the company's international expansion in select geographies.
- Handle a variety of legal issues relevant to research and development, manufacturing, sales, training and support for the business.
- Oversee the company's intellectual property strategy and enforcement, including protection of new ideas, management of company's patent and trademark portfolio and web-domains, and work to ensure intellectual property is identified and protected specifically with respect to patent prosecution and litigation and the licensing in and out of technologies; advising on antitrust and international competition laws as they relate to intellectual property.
- Oversee all administrative and financial management relating to the legal department; efficiently choose and manage outside counsel globally.
- Review and help negotiate all contracts, CDAs, or other agreements that Eiger will be party to.

DESIRED OUTCOMES

One year into role, this hire will have:

- Fully engaged with the executive team and Board of Directors to drive strategy and growth of the business, particularly through global in-licensing, out-licensing, and strategic partnerships.
- Worked closely with the CEO and CFO as the company completes phase three studies and reports data to strategically position products to maximize shareholder value through business development.
- Completed build-out and maintenance of corporate compliance program.

Candidate Profile

Eiger Biopharmaceuticals, Inc.

The General Counsel must be a business savvy, strategy-minded lawyer with the legal background and interpersonal skills required to be successful as Eiger fully commercializes and globalizes. This hire will sit shoulder to shoulder with the executive team to help drive strategy and growth, particularly around partnerships, licensing and other business development initiatives.

IDEAL EXPERIENCE

15+ years of relevant legal experience

Biotech legal practice, preferably with both a well-regarded law firm and in-house with a commercial pharmaceutical/biotech company. Active license and in good standing to practice law in California.

Broad legal experience

Experience overseeing: public company legal matters, corporate governance and corporate securities and disclosures; managing and protecting a company's intellectual property and specifically its patent portfolio; transactions including mergers and acquisitions, joint ventures, joint development agreements, strategic alliances and other long-term contracts as well corporate finance; business development and commercial contracts including contract negotiation and documentation; regulatory matters affecting a commercial biotech company; and experience with regulatory compliance as well as developing and implementing related compliance policies, practices and controls.

Experience advising senior leadership and board of directors on public company matters

An established track record of successfully providing sound guidance to a CEO and executive team. Experience serving as a trusted counselor and advisor to a board of directors and board committees as a corporate secretary or assistant secretary in a public company. Extensive experience in SEC compliance, corporate governance in a U.S. company, and board level communications of governance, legal and compliance matters.

Global experience

Experience handling legal, regulatory and other issues and matters outside of the United States.

Team leadership

Experience managing or demonstrated potential to manage and scale a high performing team. Experience selecting optimal external expertise and cost-effectively managing outside legal resources.

CRITICAL LEADERSHIP CAPABILITIES

Commercial Orientation

The successful candidate will be a business-focused, pragmatic, roll-up-the-sleeves lawyer with a strategic understanding of how their role can support business objectives, using knowledge of the law to proactively advise on risk/reward tradeoffs. They will be a creative problem-solver who can both balance protecting a company from risk with facilitating business objectives. They should be able to point to a track record of strategic thinking that has led to significant outcomes. The General Counsel must keep pace with the demands

of a rapidly growing global business by anticipating problems and proffering appropriate and creative solutions. They should demonstrate an ability to clearly and accurately identify the material legal issues inherent in a given situation and articulate recommended solutions logically, rationally and convincingly.

Collaborating and Influencing

The General Counsel will engage business leaders to build collaboration. This hire will listen, partner, and team with other leaders on decisions and will gain credibility with the senior leadership team by consistently delivering business-oriented advice in a timely fashion, building effective relationships with an emphasis on collaboration while being a creative problem-solver. The General Counsel must be able to articulate a strategic vision and rally support behind it, aligning decision making with other functional departments. They must have the ability to work in a team environment and possess strong interpersonal and communication skills.

OTHER PERSONAL CHARACTERISTICS

- "No job too big, no job too small" approach to legal leadership.
- Exceptional communicator with strong written and verbal communication skills.
- Agile, flexible and anticipates and proactively adapts to changing circumstances.
- Possesses a high degree of emotional intelligence and can interact at all levels within the company.