Fill in this information to identify the case:						
Debtor	Eiger BioPharmaceuticals, Inc					
United States Ba	ankruptcy Court for the: Northern	District of Texas				
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.

P	Identify the Clair	m	
1.	Who is the current creditor?	Blair Narog  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	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	payments to the creditor be sent?	Blair Narog Blair Narog	
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	275 Chatham Way Mountain View, CA 94040, United States	
		Contact phone 6502797545	Contact phone
		Contact email blairnarog@gmail.com	Contact email
		Uniform claim identifier for electronic payments in chapter 13 (if you use c	one):
4.	Does this claim amend one already	☑ No	
	filed?	Yes. Claim number on court claims registry (if known)	Filed on
5.	Do you know if anyone else has filed a proof of claim for this claim?	No Yes. Who made the earlier filing?	

Official Form 410 Proof of Claim

6.	Do you have any number	□ No						
	you use to identify the debtor?	Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 33-0971591						
7.	How much is the claim?	\$ 180241.90 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.  EIGER SEVERANCE CONTRACT AND FAMILY COBRA MEDICAL REIMBURSMENT						
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:  \$						
		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.  \$						

✓ No

Yes. Identify the property: \_\_\_\_\_\_

Official Form 410 Proof of Claim

11. Is this claim subject to a right of setoff?

12. Is all or part of the claim		No		
entitled to priority under 11 U.S.C. § 507(a)?		Yes.	Check all that apply:	Amount entitled to priority
A claim may be partly priority and partly			Domestic support obligations (including alimony and child support) under	
nonpriority. For example,			11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ <u>18001.96</u>
in some categories, the law limits the amount entitled to priority.	L		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).	\$
Critica to priority.		<u>.                                    </u>	Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	<u>\$ 162239.94</u>
			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.	\$
		* Am	nounts 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		No		
priority pursuant to 11 U.S.C. 503(b)(9)?		days	Indicate the amount of your claim arising from the value of any goods recombefore the date of commencement of the above case, in which the goods ordinary course of such Debtor's business. Attach documentation supporting	have been sold to the Debtor in
		\$		
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.	I I I I I I I I I I I I I I I I I I I	am the am	MM / DD / YYYY  Narog  me of the person who is completing and signing this claim:  Blair Narog	ward the debt.  The information is true and correct.
	Contac	hhono	Emoil	



Official Form 410 Proof of Claim

# 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:	Has Supporting Documentation:				
Blair Narog		g documentation successfully uploaded			
Blair Narog	Related Document Statement:				
275 Chatham Way					
210 011411111111111111111111111111111111	Has Related Claim:				
Mountain View, CA, 94040	No				
United States	Related Claim Filed By:				
Phone:	·				
6502797545	Filing Party:				
Phone 2:	Creditor				
Fax:					
Email:					
blairnarog@gmail.com					
Other Names Used with Debtor:	Amends Claim:				
	No				
	Acquired Claim:				
	No				
Basis of Claim:	Last 4 Digits:	Uniform Claim Identifier:			
EIGER SEVERANCE CONTRACT AND FAMILY COBRA MEDICAL REIMBURSMENT	Yes - 33- 0971591				
Total Amount of Claim:	Includes Interest or 0	Charges:			
180241.90	No				
Has Priority Claim:	Priority Under:				
Yes	11 U.S.C. §50	7(a)(1)(A) or (a)(1)(B): 18001.96			
	11 U.S.C. §50	7(a)(4): 162239.94			
Has Secured Claim:	Nature of Secured A	mount:			
No	Value of Property:				
Amount of 503(b)(9):	Annual Interest Rate				
No		•			
Based on Lease:	Arrearage Amount:				
No	Basis for Perfection:				
Subject to Right of Setoff:	Amount Unsecured:				
No	Jiioodai Gui				
Submitted By:					
Blair Narog on 23-May-2024 12:16:13 p.m. Eastern Time					
Title:					
Eiger Vice President Technical Operations					
Company:					
Eiger Biopharmaceuticals					

Fill in this in	formation to identify the case:	
Debtor 1	EIGER BIOPHARMACEUTICALS INC.	
Debtor 2 (Spouse, if filing)		
United States B	Bankruptcy Court for the: Northern District of Texas	
Case number	24-80040-SGJ-11	

#### 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 of 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.

1.	Who is the current creditor?	BLAIR NAROG							
	creditor?	Name of the current creditor (the person or entity to be paid for this claim)							
		Other names the creditor used with the debtor							
	Has this claim been acquired from someone else?	☑ No ☐ Yes. From whom?							
	and payments to the	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)						
	creditor be sent?	BLAIR NAROG	SAME						
	Federal Rule of	Name	Name						
	Bankruptcy Procedure (FRBP) 2002(g)	275 CHATHAM WAY							
		Number Street	Number Street						
		MOUNTAIN VIEW CA 94040							
		City State ZIP Code	City State ZIP Code						
		Contact phone 650-279-7545	Contact phone						
		Contact email BLAIRNAROG@GMAIL.COM	Contact email						
		Uniform claim identifier for electronic payments in chapter 13 (if yo	u use one):						
	Does this claim amend one already filed?	<ul><li>☑ No</li><li>☑ Yes. Claim number on court claims registry (if known)</li></ul>	Filed on						
	Do you know if anyone else has filed a proof of claim for this claim?	☑ No ☐ Yes. Who made the earlier filing?							

BURNANT page 1 SSIDITY34 JUNE 4,1959

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: 1 5 9 1
	debtor:	Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor.  EIGER BINPHARMAREMALE  1.1. STELLER
7.	How much is the claim?	\$ 180,241.90. Does this amount include interest or other charges?
		☐ 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.
and the second s		1) EIGER SEVERANCE CONTRACT 2) COBRA REIMBURSMENT
9.	Is all or part of the claim secured?	No Yes. The claim is secured by a lien on property.
		Nature of property:
		<ul> <li>□ Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim         Attachment (Official Form 410-A) with this Proof of Claim.     </li> <li>□ Motor vehicle</li> </ul>
		Other. Describe:
All and March Control		Basis for perfection:
Transfer William Communication and Communication and Communication Commu		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.)
A CONTRACTOR OF THE PARTY OF TH		Value of property: \$
and the contract of the contra		Amount of the claim that is secured: \$
A CONTRACTOR CONTRACTO		Amount of the claim that is unsecured: \$(The sum of the secured and unsecured amounts should match the amount in line 7.)
PRODUCTION CO. TO A Company and the Con-		Amount necessary to cure any default as of the date of the petition:
		Annual Interest Rate (when case was filed)%
		Fixed
The state of the s		☐ Variable
10	). Is this claim based on a	☑ No
A CONTRACTOR OF THE PARTY OF TH	lease?	Yes. Amount necessary to cure any default as of the date of the petition.
11	I. Is this claim subject to a right of setoff?	☑ No ☐ Yes. Identify the property:
and or the terminal		
		Bran Naros
(interpretation)		BUMN NEMOS

SS 10: 1434 page 2 BD JUNE 4, 1959

12. Is all or part of the claim	□ No		
entitled to priority under 11 U.S.C. § 507(a)?	✓ Yes. Check one:	Amount	entitled to priority
A claim may be partly priority and partly	Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$	18,001.96
nonpriority. For example, in some categories, the law limits the amount	☐ 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).	\$	
entitled to priority.	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).	\$	162,239.94
	☐ 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)(1B) that applies.	\$	
	* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after	er the date c	of adjustment.
The person completing this proof of claim must	Check the appropriate box:		
sign and date it.	I am the creditor.		
FRBP 9011(b).	☐ I am the creditor's attorney or authorized agent.		
If you file this claim electronically, FRBP	I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.		
5005(a)(2) authorizes courts to establish local rules	I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.		
specifying what a signature is.	I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment amount of the claim, the creditor gave the debtor credit for any payments received toward the description.		calculating the
A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5	I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information and correct.	ormation is	true
years, or both. 18 U.S.C. §§ 152, 157, and	I declare under penalty of perjury that the foregoing is true and correct.		
3571.	Executed on date 05/23/2024		
	Ban Janos.		

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

Name	BLAIR ALAN NAROG			
riamo	First name Midd	lle name	Last name	
Title	VICE PRESIDENT OF TECH	HNICAL OPERAT	IONS	
Company	EIGER BIOPHARMACEUTI	CALS	1. 12.	
	Identify the corporate servicer as the con	npany if the authorized ag	ent is a servicer.	
Address	275 CHATHAM WAY			
	Number Street			
	MOUNTAIN VIEW	CA	94040	
	City	State	ZIP Code	
Contact phone	650-279-7545	Email	BLAIRNAROG@GI	MAIL.COM

CLAMPAT NARDA
85 ID: 1434 page 3
BD: JUNE 4,1959

#### **EARNINGS STATEMENT**



#### Eiger BioPharmaceuticals, Inc.

2155 Park Blvd Palo Alto, CA 94306

Check No: 4370395

Check Date: 03/29/2024

Pay Period: 03/16/2024 - 03/31/2024

NON-NEGOTIABLE

Blair Alan Narog

275 Chatham Way

Mountain View, CA 94040-

Employee ID: 00001857273

Operations

Business Title: VP, Technical

Location: Eiger BioPharmaceuticals-HQ Pay Rate: \$0.00 Hourly

Department: 71552300

Net Pay

USD \$8,899.61

Hours and Earning							
Description	Rate	Hours	Units	Current Earnings	Hours	Units	Year-to-Date
Separation Pay Recurring	0.000	0.00	0.00	18,026.66	0.00	0.00	108,159.96
Gross Pay		0.00	0.00	18,026.66	0.00	0.00	108,159.96
Fed Taxable Gross				18,026.66			108,159.96

Hours and Earning							
Description	Rate	Hours	Units	Current Earnings	Hours	Units	Year-to-Date
Separation Pay Recurring	0.000	0.00	0.00	18,026.66	0.00	0.00	108,159.96
Gross Pay		0.00	0.00	18,026.66	0.00	0.00	108,159.96
Fed Taxable Gross				18,026.66			108,159.96

Tax Withholding			
Federal	CA State		
Single	S/M-2 inc		
0.00	3.00		
0.00	0.00		
0.00			
1,000.00	0.00		
	Federal Single 0.00 0.00 0.00		

Taxes and Deductions			
Taxes	Current		Year-to-Date
Fed Withholdng	5,862.03		35,172.18
Fed MED/EE	261.39		1,568.32
Fed OASDI/EE	1,117.66		6,705.92
CA Withholdng	1,687.68		10,126.08
CA OASDI/EE	198.29		1,189.76
Total Taxes	9,127.05		54,762.26
Before-Tax Deductions	Current	Plan Year	Year-to-Date
Total Before Tax Deductions	0.00	0.00	0.00
After-Tax Deductions	Current		Year-to-Date
Total After Tax Deductions	0.00		0.00
Total Deductions	0.00		0.00
Net Pay	8,899.61		53,397.70

Company-Paid Benefits		
Taxable Benefits	Current	Year-to-Date
Total Taxable	0.00	0.00
Non-Taxable Benefits	Current	Year-to-Date
Total Non-Taxable	0.00	0.00
Total Benefits	0.00	0.00

Time Off	
Description	VAC/PTO
Start Balance	160.00
+Earned	0.00
-Taken	160.00
+Adjustments	0.00
End Balance	0.00

Direct Deposit		
Account Type	Account No.	Deposit Amount
Checking	0708	8899.61
Total		8899.61





# COBRA CONFIRMATION STATEMENT AND IMPORTANT PAYMENT INFORMATION

11/14/2023

Blair Alan Narog 275 Chatham Way Mountain View, CA 94040

COBRA Account ID: 00001857273

Effective Date: 11/1/2023 Amount Paid: \$4,500.49 COBRA End Date: 4/30/2025 Check #:IN131YKYGV

Current Monthly Premium: \$4,500.49 Paid Through Date\*:11/30/2023

**COBRA Payments Due: First of Each Month** 

This is confirmation that your TriNet COBRA enrollment and initial payment for coverage have been received and processed in accordance with your COBRA benefits elections. Please allow 7-10 business days for your insurance carrier(s) to update their records and read the payment information below carefully.

Your payments are due the first of the month (e.g., October payment due date is October 1). You are granted an additional 30-day grace period after each due date in which the payment must be made/postmarked. There will be no extension to the grace period. You will <u>not</u> receive an invoice stating when payments are due. Failure to remit either the full monthly payment or timely payment will result in cancellation of your COBRA coverage retroactive to the end of the month of your last full payment. If you incur expenses during a month in which you have not made your COBRA payments on time or in full, you will be solely responsible for your health care costs.

Non-payment, payments not received by TriNet, underpayment, late payment, checks returned for insufficient funds (NSF), or non-negotiable checks (including unsigned or postdated), even if deposited into our automated deposit system, will result in immediate termination of coverage. Such payments deposited into our automated deposit system do not indicate your coverage has been reinstated and will be returned to you. It is your sole responsibility to make certain that payments are remitted timely from an account with sufficient funds.

TriNet recommends you make your own COBRA payments. If you rely on a third-party to pay your monthly COBRA costs, it still remains your sole responsibility to make certain that payments are remitted timely from an account with sufficient funds. Please make checks payable to "TriNet," include your COBRA Account ID (listed above), and remit per the instructions on your Initial COBRA Election Notice or You can make your payment via the online website listed on your COBRA election notice.

For additional information regarding COBRA enrollment, grace periods, your rights, and Frequently Asked Questions (FAQs), please refer to the COBRA Guide included with your initial COBRA Election Notice. If you have any questions, please feel free to reach out to the TriNet Solution Center, Monday-Friday 6 a.m.-midnight ET (3 a.m.-9 p.m. PT), by phone (800.638.0461), Live Chat (login.trinet.com > **Contact TriNet** > **Live Chat**) or email (<a href="mailto:employees@trinet.com">employees@trinet.com</a>).

\*The Paid Through Date is based on your initial payment. If your costs have changed (e.g., Open Enrollment plan year rate changes) your paid through date may be adjusted. It is your sole responsibility to make certain your payments are current.

FOR Processor: USE ONLY



**Send completed Election Form to:** TriNetCOBRA@TriNet.com

Employee ID: 00001857273

### **COBRA Continuation Coverage Election Form**

Instructions: To elect COBRA continuation coverage, complete this Election Form and return it to us. Under federal law, you have 60 days after the date of this notice or the date you would otherwise lose coverage, whichever is later, to decide whether you want to elect COBRA continuation coverage under the Plan.

\*If you use email, we recommend you send it in a safe and secure

			manner				
	Or						
	TriNet COBRA 9000 Town Ce Bradenton, FL	nter Parkway					
	This Election Election Form	Form must be c n must be postm	ompleted and return arked or emailed no	ned by mail or elect later than 12/30/20	ronic mail. All pa 023.	iges of tl	his
	right to elect	COBRA continu	ed Election Form by ation coverage. If y your mind as long a	ou reject COBRA	continuation cove	rage bef	fore fore
	I (We) elect Co	ortant informati OBRA continuati (s) you are electi	ion about your right on coverage in the pl ng.)	an(s) listed below (c	nges after the Elec wheck the box for e	ction For ach plan	rm. (s) level
M	Blair Narog <u>fedical</u> SS-CA PPO 300 CA	A North					
		COBRA Rate	Name	Birth Year	Relationship to Em	ployee	Employee Id
Em EE	aployee Only aployee + Spouse + Child(ren)	\$ 2,138.94 N/A \$ 4,364.58 N/A	Blair Narog KIRA A NAROG DEVAN A NAROG	1959 2003 1999	Employee Child Child		00001857273
Annual memory	<u>Dental</u> Delta Dental 50		M	Ionthly Medical Rate A	Amount Elected:		\$ <u>4,364.58</u>
		COBRA Rate	Name	Birth Year	Relationship to Em	nployee	Employee Id
En EE	nployee Only nployee + Spouse + Child(ren) mily	\$ 55.88 N/A \$ 120.14 N/A	Blair Narog KIRA A NAROG DEVAN A NAROG	1959 2003 1999	Employee Child Child		00001857273
			N	Monthly Dental Rate As	mount Elected:		s_120.14

Employee ID: 00001857273

Aetna EyeMed Plu	lS				
	COBRA Rate	Name	Birth Year	Relationship to Employee	Employee Id
Employee Only Employee + Spouse EE+ Child(ren) Family		Blair Narog KIRA A NAROG DEVAN A NAROG	1959 2003 1999	Employee Child Child	00001857273

Monthly Vision Rate Amount Elected:

Total Monthly Rate Amount Elected:

Employee ID: 00001857273

	premium (otherwise known as COBRA rate paymer	eate how I (We) am paying my first COBRA nt).
6	My first COBRA payment is enclosed (if paying My first COBRA payment was made electronic You will receive my first COBRA payment with postmarked or emailed. I understand that my enrolling Administrator receives payment.	cally via ACH or debit on[date]. hin 45 days of the date this Election Form is
	Please see below for detailed instructions on metl	
	Signature BUAR NAROG  Print Name  275 CHATHAM WAY  Mailing Address	Date  SEF  Relationship to individual(s) listed above  BUNNAROS REMAN. COM  Email Address
	MUNTAN VIEW CA City, State and Zipcode 94040	650.279.7545 Telephone number
	TriNet Use only : Date Processed : Processor : Check Number : Check \$ amount :	Benefit Plan: 8IN OE Period: Q4 Date received: Per Month total: Remarks/Case #:

#### CONFIDENTIAL SEPARATION AND RELEASE AGREEMENT

# DO NOT SIGN BEFORE YOUR SEPARATION DATE THE COMPANY WILL NOT ACCEPT AN AGREEMENT SIGNED BEFORE YOUR SEPARATION DATE

- 1. Parties. The Parties to this Agreement are **BLAIR NAROG**, the Employee (for yourself, your family, beneficiaries, and anyone acting for you) ("you"), and your Employer, Eiger BioPharmaceuticals, Inc. ("the Company"). (You and the Company collectively referred to as the "Parties").
- 2. End of Employment. Your employment with the Company will end on Friday, October 20, 2023 ("Separation Date"). Regardless of whether you sign this Agreement, you will receive your final pay including accrued and unused vacation or PTO. All other benefits provided by or through the Employer will end on the Separation Date. The terms of the Company's Amended and Restated 2013 Equity Incentive Plan (the "Plan") and the Stock Option Agreements governing your stock options provide that as a result of you ceasing to be an employee of the Company, your Stock Options that have not vested on or before the Separation Date shall expire upon the termination of employment on the Separation Date, and vested Stock Options shall expire ninety (90) days after the Separation Date unless exercised by you by that date.
- 3. Separation Pay and Benefits. As consideration for your promises in this Agreement, if you enter into and abide by this Agreement and continue to comply with all company policies and procedures after you sign this Agreement, you will receive the following:

Separation Pay: Consistent with your November 25, 2019 Letter Agreement, a gross total amount of Two-Hundred, Forty-Nine Thousand, Five Hundred, Ninety-Nine Dollars, and Ninety-Seven Cents (\$249,599.97) (nine (9) months of pay at your current salary), minus applicable deductions and withholdings, payable to you in equal installments over nine (9) months on the Company's regular payroll schedule, and beginning with the first installment paid on the next regular payroll date on which payments may be processed after you sign this Agreement and after the revocation period has expired, provided such payroll date is at least fifteen (15) business days after such date. The Company will issue an IRS Form W-2 to you reflecting this payment.

**COBRA Subsidy:** The Company will continue its health insurance premium subsidy for nine (9) months (if you have elected COBRA continuation option and you remain COBRA-eligible).

**Bonus Pay:** You have an annual target bonus of 30% of your base salary. Consistent with your November 25, 2019 Letter Agreement, a gross prorated bonus amount will be payable to you in the sum of \$74,880.00, minus applicable deductions and withholdings.

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BURRNANG SSIDSI434 BD 04JUNE1959

- You have had the opportunity to negotiate this Agreement with the Company, and this Agreement shall not be construed for or against either party as a drafter of its terms;
- You have relied on your own informed judgment, or that of your attorney if any, in deciding whether to sign this Agreement; and,

• You are signing this Agreement knowingly and voluntarily.

BLAIR NAROG 2

260072023

Danid Apolion

11/6/2023

EĪĠĒR BIOPHARMACEUTICALS, INC

(Date)

Name:

David Apelian

Title:

Chief Executive Officer

JOHN NARDE JOHN NARDE JOD: OYJUNE 1959