

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?	<u>See summary page</u> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	See summary page	Innovatus Capital Partners, LLC Attn: Joshua Little 777 Third Avenue, Floor 25 New York, NY 10017, United States
	Contact phone <u>212-715-9100</u>	Contact phone <u>212-698-4598</u>
	Contact email <u>arogoff@kramerlevin.com</u>	Contact email <u>jlittle@innovatus.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ See Attached Addendum. 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.
See Attached Addendum

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: See Attached Addendum
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: \$ See Attached Addendum
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

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

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



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

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

No

Yes. Check all that apply:

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

* 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 07/22/2024
MM / DD / YYYY

/s/Andrew Hobson
Signature

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

Name Andrew Hobson
First name Middle name Last name

Title _____

Company Innovatus Life Sciences Lending Fund I, LP by its general partner
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 777 Third Avenue, Floor 25, New York, NY, 10017, United States

Contact phone 212-698-4580 Email ahobson@innovatuscp.com



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: Innovatus Life Sciences Lending Fund I, LP on behalf of itself as Collateral Agent and certain other Lenders c/o Kramer Levin Naftalis and Frankel LLP, Attn: Adam C. Rogoff 1177 Avenue of the Americas New York, NY, 10036 United States Phone: 212-715-9100 Phone 2: Fax: Email: arogoff@kramerlevin.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Disbursement/Notice Parties: Innovatus Capital Partners, LLC Attn: Joshua Little 777 Third Avenue, Floor 25 New York, NY, 10017 United States Phone: 212-698-4598 Phone 2: Fax: E-mail: jlittle@innovatus.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: See Attached Addendum	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: See Attached Addendum	Includes Interest or Charges: Yes	
Has Priority Claim: Yes	Priority Under: 11 U.S.C. §507(a)() : See Attached Addendum	
Has Secured Claim: Yes: See Attached Addendum Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Other Describe: See Attached Addendum Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	

Submitted By:

Andrew Hobson on 22-Jul-2024 2:53:08 p.m. Eastern Time

Title:**Company:**

Innovatus Life Sciences Lending Fund I, LP by its general partner

Optional Signature Address:

777 Third Avenue, Floor 25

New York, NY, 10017

United States

Telephone Number:

212-698-4580

Email:

ahobson@innovatuscp.com

KRAMER LEVIN NAFTALIS & FRANKEL LLP
1177 Avenue of the Americas
New York, New York 10036
Telephone: (212) 715-9100
Facsimile: (212) 715-8000
Adam C. Rogoff (admitted *pro hac vice*)
P. Bradley O'Neill (admitted *pro hac vice*)
Andrew J. Citron (admitted *pro hac vice*)

*Attorneys for Innovatus Life Sciences
Lending Fund I, LP*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	
	§	Chapter 11
EIGER BIOPHARMACEUTICALS, INC. <i>et</i>	§	
<i>al.</i> ¹ ,	§	Case No. 24-80040 (SGJ)
	§	
Debtors.	§	(Jointly Administered)
	§	

**ADDENDUM
TO THE CONSOLIDATED PROOF OF CLAIM FILED BY INNOVATUS
LIFE SCIENCES LENDING FUND I, LP, SOLELY IN ITS CAPACITY AS
COLLATERAL AGENT FOR THE LOAN AND SECURITY AGREEMENT DUE 2027**

Background

1. Innovatus Life Sciences Lending Fund I, LP, (“**Innovatus**” or “**Lender**”), solely in its capacity as Collateral Agent for the Loan and Security Agreement due 2027 (the “**LSA**”), on behalf of itself and the Lenders² submits this consolidated Addendum together with the proof of claim to which it is affixed (collectively, the “**Proof of Claim**”) against Eiger

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are: Eiger BioPharmaceuticals, Inc. (1591); EBPI Merger Inc. (9986); EB Pharma LLC (8352); Eiger BioPharmaceuticals Europe Limited (N/A); and EigerBio Europe Limited (N/A). The Debtors’ service address is 2100 Ross Ave., Dallas, Texas 75201.

² Capitalized terms used but not defined herein shall have the meanings as ascribed to them in the LSA.

BioPharmaceuticals, Inc., (“**Eiger**”) and each of its affiliated debtors and debtors in possession (together, the “**Debtors**”)³ in the above captioned jointly administered bankruptcy cases.

2. On June 1, 2022, Lender and certain of the Debtors entered into the LSA, which provided for up to \$75 million of funds to be funded, in accordance with the LSA, through three separate term loans with a maturity date of August 31, 2027.⁴ Upon closing, the Debtors received a loan in an amount of \$40 million under Term Loan A of the LSA.

3. Pursuant to the LSA, each term loan under the LSA was to be evidenced by a Secured Promissory Note or Notes in the form provided for in Exhibit D of the LSA and was to be repayable to the Lenders as set forth in the LSA.

4. The floating per annum interest rate for Term Loan A is equal to the sum of (a) the greater of (i) the Prime Rate published in the Money Rates section of the Wall Street Journal (or any successor thereto) and (ii) 3.5%, plus (b) 3.75%.

5. The LSA further provides that upon the occurrence and during the continuance of an Event of Default, Obligations⁵ shall accrue interest at the floating per annum interest rate plus five percentage points (5.00%).

6. The LSA, each Secured Promissory Note, and all related and/or ancillary debt documents, constitute the Loan Documents, and the Debtors’ obligations under the Loan Documents constitute the Obligations.

³ Based upon agreement with Debtors’ counsel, this Proof of Claim is only being filed in bankruptcy case of the lead Debtor but is asserted as against each of the Debtors.

⁴ A copy of the LSA is attached hereto as **Exhibit A**.

⁵ The LSA defines “**Obligations**” as: “all of Borrower’s obligations to pay when due any debts, principal, interest, Lenders’ Expenses, the Prepayment Fee, the Final Fee, and other amounts Borrower owes the Lenders now or later, in connection with, related to, following, or arising from, out of or under, [the LSA] or, the other Loan Documents, or otherwise, and including interest accruing after Insolvency Proceedings begin (whether or not allowed) and debts, liabilities, or obligations of Borrower assigned to the Lenders and/or Collateral Agent, and the performance of Borrower’s duties under the Loan Documents.”

7. The Debtors secured the Obligations with first priority liens (collectively, the “**Liens**”) on the Collateral by executing and/or delivering the applicable Loan Documents including, without limitation, the necessary documents, instruments, security agreements, pledge agreements, collateral assignments, mortgages, certificates, encumbrances and charges of any kind and related or ancillary agreements, instruments and other writings. As more fully set forth in the LSA and other Loan Documents, the Collateral consists of substantially all of the assets of the Debtors. The Liens on and in the Collateral are duly perfected pursuant to such filings, registrations, recordings and/or control as is required and/or permitted under the applicable Uniform Commercial Code and/or other applicable law.

8. On April 1, 2024 (the “**Petition Date**”), the Debtors, filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”), Case No. 24-80040 (SGJ) (jointly administered) (the “**Bankruptcy Cases**”).

9. As of the Petition Date, the Debtors owed Lender no less than \$45,185,989.27. Additional amounts are continuing to accrue or otherwise be incurred on account of, but not limited to, claims for indemnification pursuant to the LSA, and postpetition interest, including default interest, fees, costs, charges, and expenses.

The Claims

10. This Proof of Claim asserts a claim against the Debtors for all amounts due and owing to the Lenders under the Loan Documents, whether contingent or non-contingent, due or owing, currently or in the future, wherever arising, including, but not limited to, principal, interest, prepayment premiums, default interest, charges, fees, costs, expenses, disbursements, indemnifications, damages, and any other claim or obligation of any kind.

11. Lender hereby asserts claims against the Debtors under the LSA and the Loan Documents for secured obligations of the Debtors and, if applicable, as an administrative expense or other priority claim.⁶ As more fully described below, the amounts asserted in this Proof of Claim include (a) principal, (b) interest, and (c) fees and expenses.

12. The documents that support this Proof of Claim (collectively, the “**Claim Support Documents**”)⁷ include the following:

- a. The LSA;
- b. The Secured Promissory Note; and
- c. Certain other Loan Documents.

a) Principal

13. As of the Petition Date, the principal amount owed by the Debtors under Term Loan A of the LSA was \$41,685,030.30.

b) Interest

14. As of the Petition Date, the total amount of accrued and unpaid interest owing by the Debtors on the principal balance was \$0.

c) Attorney’s Fees and Expenses

15. Pursuant to the LSA, the Debtors are obligated to reimburse the Lender(s) for various costs and expenses. As of the Petition Date, such amounts were not less than

⁶ The Lender reserves the right to claim priority in payment for all or part of its fees, expenses and indemnities, including attorneys’ fees and expenses and other professional fees and expenses, as an administrative expense pursuant to 11 U.S.C. §§ 105, 507(a)-(b), and 503(b).

⁷ The Claim Support Documents, excluding the LSA, are attached hereto as **Exhibit B**. Copies of all of the Loan Documents are too voluminous to attach to this Consolidated Proof of Claim, and the Collateral Agent believes that the Debtors have, or should have, copies of such documents. The Lender can make copies of the Loan Documents available upon request, subject to appropriate protections for confidential information.

\$67,258.36, which amount is composed of not less than \$67,047.10 on account of attorney’s fees and expenses, and not less than \$211.26 on account of other costs and expenses.

d) Other Fees

16. Pursuant to the LSA, the Obligations include a Prepayment Fee and a Final Fee. As of the Petition Date, the Prepayment Fee was not less than \$833,700.61, and the Final Fee was not less than \$2,600,000.00.

e) Total Claim

17. As of the Petition Date, the Debtors were indebted to the Lender pursuant to, *inter alia*, the Loan Documents, in the aggregate amount of no less than the following amounts, *plus* costs, expenses, charges, premiums, penalties, indemnities, and other claims as provided under the Loan Documents:

	<u>Principal</u>	<u>Accrued and Unpaid Interest</u>	<u>Accrued and Unpaid Attorney’s Fees and Expenses</u>	<u>Accrued and Unpaid Other Fees</u>	<u>Total</u>
Term A	\$41,685,030.30	\$0	\$67,258.36	\$3,433,700.61	\$45,185,989.27
Total	\$41,685,030.30	\$0	\$67,258.36	\$3,433,700.61	\$45,185,989.27

18. The total amount owed by the Debtors to the Lenders as of the Petition Date is no less than \$45,185,989.27 (the “**Claim**”). This stated amount does not include continuing interest (including at the Default Rate) or ongoing legal and other reimbursable costs and expenses and indemnities that are due and owing under the Loan Documents. As such, the Claim includes the right to seek additional amounts accruing or otherwise payable under the Loan Documents. Since the Petition Date, the Debtors have distributed funds to the Lender on account of the Obligations. As of the filing of this Proof of Claim, the total amount of Lender’s claim as of July

15, 2024, is not less than \$20,760,388.51,⁸ *plus* costs, expenses, charges, premiums, penalties, indemnities, and other claims as provided under the Loan Documents. Under the terms of the LSA, interest continues to accrue on these amounts at the Default Rate, compounding monthly.

19. The Lender submits this Proof of Claim for compensation, reimbursement of expenses and indemnity pursuant to the Loan Documents and all ancillary and related agreements, documents and interests. The Debtors are also obligated to the Lender in an unliquidated amount for the costs, charges, expenses, disbursements, and indemnification claims of the Lender in defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under or related to the Loan Documents. This constitutes notice of the Lender's intent to seek administrative or secured treatment of the amounts due to the Lender. The Lender is also submitting this Proof of Claim for its fees, expenses, indemnity, disbursements and other charges for acting as Collateral Agent under the Loan Documents. The Lender is also submitting this Proof of Claim for, and this Proof of Claim shall serve as intent of the Lender to seek, amounts on account of postpetition interest (including at the Default Rate), fees, premiums, costs, expenses, disbursements, indemnifications, damages, and any other claim or obligation of any kind due to the Lender(s) pursuant to the Loan Documents or applicable law.

20. The amounts due for compensation, expenses, and indemnity are presently contingent and unliquidated.

⁸ This figure reflects that the Debtors have paid the Lender \$15,000,000.00 on May 3, 2024, and \$12,000,000.00 on July 11, 2024, which the Lender has applied in accordance with the terms of the LSA. In addition, this figure includes amounts due on account of postpetition interest. While the Lender has the contractual right to charge interest on account of all of the Obligations, the Lender has not yet charged interest on account of attorney's fees or on certain other expenses. The Lender reserves all rights to apply interest to all Obligations, including attorney's fees and expenses, pursuant to the Loan Documents.

Inquiry Notice

21. This Proof of Claim serves, and is intended to serve, as notice of a claim for all obligations under the LSA, and any other related documents and any amount due or to become due under the LSA, and any other related documents, the provisions of which are expressly incorporated herein by reference. All interested parties are on notice of, and advised to examine, the provisions of the LSA and any other related documents.

Reservation of Rights

22. Lender reserves the right to amend or supplement this Proof of Claim at any time, in any manner and for any reason or to file additional proofs of claim to include any claims or rights of action, including, without limitation, those in respect of any other amounts, liabilities, indemnities or obligations, whether as a result of the avoidance or unwinding of the repayment of a portion of the Obligations.

23. Lender may have claims or rights of action against the Debtors for any and all other amounts, liabilities, indemnities and obligations arising under and in connection with the LSA or the other Loan Documents. Lender does not waive any claims or rights of action that Lender has or may have against the Debtors or any other person (including, without limitation, any non-Debtor party), including, without limitation, any that may arise under or in connection with the LSA or the other Loan Documents.

24. Without limiting the foregoing Lender does not waive any right to amounts due for any claim asserted herein by not stating a specific amount due for any such claim at this time, and Lender reserves the right to amend or supplement this Proof of Claim, if Lender should deem it necessary or appropriate, to assert and state an amount for any such claim.

25. The filing of this Proof of Claim does not constitute a concession or admission by Lender of liability, of any facts, or as to whether all or a portion of their claims, if any, are prepetition or postpetition claims against the Debtors or their estates.

26. Lender reserves the right to amend, update and/or supplement this Proof of Claim at any time and in any respect, for whatever reason, and to assert any and all other claims of whatever kind or nature that Lender has, or may have, against the Debtors that comes to its attention or that arises after the filing of this Proof of Claim, including, without limitation, any claims incurred prior to and after the filing of these Bankruptcy Cases.

27. The amounts claimed in this Proof of Claim are for the purposes of making a claim against the Debtors. Lender reserves all rights to seek relief against any non-Debtor.

28. By filing this Proof of Claim, Lender does not waive, and hereby preserves: (a) any obligation owed to Lender; (b) any security held by Lender or for Lender's benefit; (c) any right or rights of action that Lender has or may have against the Debtors or any other person or persons, including, without limitation, guarantors, if any; (d) any right to contest the validity, priority, or extent of any lien, security interest, or right purported to be equal, senior or inferior to any lien, security interest, or right of Lender; and (e) any and all rights and remedies at law or in equity available to Lender against the Debtors and any of their respective affiliates, or any other person or entity.

29. The filing of this Proof of Claim shall not be deemed or construed as: (a) a waiver, release or limitation of any rights, remedies, claims or interests or interests of Lender or against any persons, entities or property; (b) an election of remedy, or waiver of any past, present, or future defaults or events of default; (c) a concession or admission of the validity and/or amount of any claim against Lender, which claims, if any, Lender denies in all respects; (d) a waiver or

release of any right against any affiliate of the Debtors or other entity or person liable for all or part of any claims described herein; (e) a consent by Lender to the jurisdiction of the Bankruptcy Court or any other court with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto, or any other proceedings, commenced in these Bankruptcy Cases or involving Lender; (f) a waiver or release of Lender's right to trial by jury in the Bankruptcy Court or any other court in any proceeding as to any and all matters so triable herein, whether or not designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (g) a consent by Lender to a jury trial in a Bankruptcy Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (h) a waiver or release of Lender's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge; (i) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding that may be commenced in this Bankruptcy Cases or involving Lender; (j) a waiver of any administrative expense claims that Lender may have against the Debtors; (j) a waiver of any setoff or recoupment rights that Lender has with respect to any claims or causes of action asserted against them by the Debtors, including without limitation, the statutory treatment of such rights pursuant to the Bankruptcy Code; (k) a waiver of any right of subordination of indebtedness or liens held by other creditors of the Debtors; or (l) a waiver or limitation on the right to vote separately on any plan or plans of reorganization proposed in these Bankruptcy Cases.

Notices

30. All notices and other pleadings related to this Proof of Claim should be sent to (a) Kramer Levin Naftalis & Frankel LLP, 1177 6th Ave, New York, NY 10036, Attn: Adam Rogoff (arogoff@kramerlevin.com), P. Bradley O'Neill (boneill@kramerlevin.com), and Andrew J. Citron (acitron@kramerlevin.com); (b) Forshey Prostok, LLP, 777 Main St. Suite 1550, Fort Worth, TX 76102, Attn: Jeff Prostok (jprostok@forsheyprostok.com); and (c) Bradley Arant Boult Cummings LLP, 1221 Broadway, Suite 2400, Nashville, Tennessee 37203, Attn: Roger G. Jones (rjones@bradley.com) and Jay Bender (jbender@bradley.com).

EXHIBIT A

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (as the same may be amended, restated, modified, or supplemented from time to time, this “**Agreement**”) dated as of June 1, 2022 (the “**Effective Date**”) among INNOVATUS LIFE SCIENCES LENDING FUND I, LP, a Delaware limited partnership, as collateral agent (in such capacity, together with its successors and assigns in such capacity, “**Collateral Agent**”), and the Lenders listed on Schedule 1.1 hereof or otherwise a party hereto from time to time including INNOVATUS LIFE SCIENCES LENDING FUND I, LP in its capacity as a Lender, and EIGER BIOPHARMACEUTICALS, INC., a Delaware corporation (“**Parent**”), EB Pharma, LLC, a Delaware limited liability company (“**EB Pharma**”) and EBPI Merger, Inc., a Delaware corporation (“**EBPI**”), each with offices located at 2155 Park Blvd., Palo Alto, CA 94306 (Parent, EB Pharma and EBPI, individually and collectively, jointly and severally, “**Borrower**”), provides the terms on which the Lenders shall lend to Borrower and Borrower shall repay the Lenders. The parties agree as follows:

1. DEFINITIONS, ACCOUNTING AND OTHER TERMS

1.1 Capitalized terms used herein shall have the meanings set forth in Section 13 to the extent defined therein. All other capitalized terms used but not defined herein shall have the meaning given to such terms in the Code. Any accounting term used but not defined herein shall be construed in accordance with GAAP and all calculations shall be made in accordance with GAAP. Notwithstanding anything herein to the contrary, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any treatment of any lease (or similar arrangement conveying the right to use) as a capital lease where such lease (or similar arrangement) would not have been required to be so treated under GAAP as in effect on December 31, 2017, as a result of the effectiveness of the Financial Accounting Standards Board Accounting Standards Codification 842 (or any other Accounting Standards Codification having a similar result or effect) (and related interpretations). The term “financial statements” shall include the accompanying notes and schedules. Any section, subsection, schedule or exhibit references are to this Agreement unless otherwise specified.

2. LOANS AND TERMS OF PAYMENT

2.1 Promise to Pay. Borrower hereby unconditionally promises to pay to Collateral Agent, for distribution to each Lender, the outstanding principal amount of the Term Loan advanced to Borrower by each Lender and accrued and unpaid interest thereon and any other amounts due hereunder as and when due in accordance with this Agreement.

2.2 Term Loans.

(a)

(i) Subject to the terms and conditions of this Agreement, the Lenders agree, severally and not jointly, to make a term loan to Borrower on the Effective Date in an aggregate principal amount of up to Forty Million Dollars (\$40,000,000.00) according to each Lender’s Term Loan Commitment as set forth on Schedule 1.1 hereto (the “**Term A Loan**”). After repayment, the Term A Loan may not be re-borrowed.

(ii) Subject to the terms and conditions of this Agreement, the Lenders agree, severally and not jointly, to make a term loan to Borrower during the Term B Draw Period in an aggregate principal amount of up to an amount equal to Seventeen Million Five Hundred Thousand Dollars (\$17,500,000.00), according to each Lender’s Term Loan Commitment as set forth on Schedule 1.1 hereto (the “**Term B Loan**”). After repayment, the Term B Loan may not be re-borrowed. From and after the date on which the Term B Milestone is achieved, and until the two (2) week anniversary thereof, Borrower may elect to terminate each Lender’s Term Loan Commitment in respect of the Term B Loan.

(iii) Subject to the terms and conditions of this Agreement, the Lenders agree, severally and not jointly, to make a term loan to Borrower during the Term C Draw Period in an aggregate principal amount of up to Seventeen Million Five Hundred Thousand Dollars (\$17,500,000.00) according to each Lender’s

Term Loan Commitment as set forth on Schedule 1.1 hereto (the “**Term C Loan;**” each Term A Loan, Term B Loan and Term C Loan is referred to singly as a “**Term Loan**” and the Term A Loan, Term B Loan and Term C Loan are referred to collectively as the “**Term Loans**”). After repayment, the Term C Loan may not be re-borrowed. From and after the date on which the Term C Milestone is achieved, and until the two (2) week anniversary thereof, Borrower may elect to terminate each Lender’s Term Loan Commitment in respect of the Term C Loan.

(b) Repayment. Borrower shall make monthly payments of interest only commencing on the first (1st) Payment Date following the Funding Date of any Term Loan, and continuing on the Payment Date of each successive month thereafter through and including the Payment Date immediately preceding the Amortization Date. Borrower agrees to pay, on the Funding Date of each Term Loan, any initial partial monthly interest payment otherwise due for the period between the Funding Date of such Term Loan and the first Payment Date after such Funding Date. Commencing on the Amortization Date, and continuing on the Payment Date of each month thereafter, Borrower shall make equal monthly payments of principal, together with applicable interest, in arrears, to Collateral Agent, for payment to each Lender, as calculated by Collateral Agent (which calculations shall be deemed correct absent manifest error) based upon: (1) the amount of such Lender’s Term Loan, (2) the effective rate of interest, as determined in Section 2.3(a), and (3) a repayment schedule equal to three (3) months. All unpaid principal and accrued and unpaid interest with respect to the Term Loan is due and payable in full on the Maturity Date. The Term Loan may only be prepaid in accordance with Sections 2.2(c) and 2.2(d).

(c) Mandatory Prepayments. If an event described in Section 7.2(c)(ii) occurs or the Term Loan is accelerated following the occurrence of an Event of Default, Borrower shall immediately pay to Lenders, payable to each Lender in accordance with its respective Pro Rata Share, an amount equal to the sum of: (i) all outstanding principal of the Term Loan plus accrued and unpaid interest thereon through the prepayment date, (ii) the Final Fee, (iii) the Prepayment Fee, plus (iv) all other Obligations that are due and payable, including, without limitation, Lenders’ Expenses and interest at the Default Rate with respect to any past due amounts. Notwithstanding (but without duplication with) the foregoing, on the Maturity Date, if the Final Fee had not previously been paid in full in connection with the prepayment of the Term Loan in full, Borrower shall pay to Collateral Agent, for payment to each Lender in accordance with its respective Pro Rata Share, the Final Fee in respect of the Term Loan.

(d) Permitted Prepayment of Term Loan. After the date that is the first anniversary of the Funding Date of the Term Loan, the Borrower shall have the option to prepay all, but not less than all, of the Term Loan advanced by the Lenders under this Agreement, provided Borrower (i) provides written notice to Collateral Agent of its election to prepay the Term Loan at least five (5) Business Days prior to such prepayment, and (ii) pays to Collateral Agent for the benefit of each Lenders on the date of such prepayment, payable to each Lender in accordance with its respective Pro Rata Share, an amount equal to the sum of (A) all outstanding principal of the Term Loan plus accrued and unpaid interest thereon through the prepayment date, (B) the Final Fee, (C) the Prepayment Fee, plus (D) all other outstanding Obligations that are due and payable, including, without limitation, Lenders’ Expenses and interest at the Default Rate with respect to any past due amounts.

2.3 Payment of Interest on the Term Loan.

(a) Interest Rate. Subject to Section 2.3(b), the principal amount outstanding under the Term Loan shall accrue interest at a floating per annum rate equal to the Basic Rate, determined by Collateral Agent on the Funding Date of the Term Loan and monthly thereafter, which interest shall be payable monthly in arrears in accordance with Sections 2.2(b) and 2.3(e); provided that at the election of Borrower (which shall be considered elected on the Funding Date of the applicable Term Loan) with no less than three (3) Business Days’ written notice to Collateral Agent prior to the applicable Funding Date, 2.25% of the Basic Rate may be payable in-kind by adding an amount equal to such portion of interest accrued to the then outstanding principal balance on a monthly basis until the third anniversary of the Effective Date so as to increase the outstanding principal balance of applicable Term Loans on each Payment Date and which amount shall be payable when the principal amount of the applicable Term Loans is payable in accordance with Sections 2.2(b) and 2.3(e) and on which principal amount interest shall be owed pursuant to Section 2.3(a).

Interest shall accrue on each Term Loan commencing on, and including, the Funding Date of such Term Loan, and shall accrue on the principal amount outstanding under such Term Loan through and including the day on which such Term Loan is paid in full.

(b) Default Rate. Upon the occurrence and during the continuance of an Event of Default, Obligations shall accrue interest at a floating per annum rate equal to the rate that is otherwise applicable thereto plus five percentage points (5.00%) (the “**Default Rate**”). Payment or acceptance of the increased interest rate provided in this Section 2.3(b) is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of Collateral Agent.

(c) 365 Day Year. Interest shall be computed on the basis of a three hundred sixty-five (365) day year and the actual number of days elapsed.

(d) Debit of Accounts. Collateral Agent and each Lender may debit (or ACH) any deposit accounts maintained by Borrower or any of its Subsidiaries for principal and interest payments or any other amounts Borrower owes the Lenders under the Loan Documents when due. Any such debits (or ACH activity) shall not constitute a set off. Without limiting the foregoing, Collateral Agent and each Lender shall use commercially reasonable efforts to promptly notify Borrower of any amounts (other than principal and interest payments) debited from Borrower’s deposit accounts with respect to this Agreement.

(e) Payments. Except as otherwise expressly provided herein, all payments by Borrower under the Loan Documents shall be made to the respective Lender to which such payments are owed, at such Lender’s office in immediately available funds on the date specified herein. Unless otherwise provided, interest is payable monthly on the Payment Date of each month. Payments of principal and/or interest received after 3:00 p.m. Eastern time are considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment is due the next Business Day and additional fees or interest, as applicable, shall continue to accrue until paid. All payments to be made by Borrower hereunder or under any other Loan Document, including payments of principal and interest, and all fees, expenses, indemnities and reimbursements, shall be made without set off, recoupment or counterclaim, in lawful money of the United States and in immediately available funds.

(f) Changes in Prime Rate. In the event the Prime Rate is changed from time to time hereafter and because of any such change the Basic Rate changes, the Basic Rate shall be increased or decreased, effective as of the day of such change in the Prime Rate.

2.4 Fees. Borrower shall pay to Collateral Agent:

(a) Final Fee. The Final Fee, when due hereunder, to be shared among the Lenders in accordance with their respective Pro Rata Shares;

(b) Prepayment Fee. The Prepayment Fee, when due hereunder, to be shared among the Lenders in accordance with their respective Pro Rata Shares; and

(c) Lenders’ Expenses. All Lenders’ Expenses (including reasonable and documented attorneys’ fees and expenses for due diligence, investigation, documentation and negotiation of this Agreement) incurred through and after the Effective Date, when due and payable.

2.5 Withholding. Payments received by the Collateral Agent or the Lenders from Borrower hereunder will be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any governmental authority (including any interest, additions to tax or penalties applicable thereto). Specifically, however, if at any time any Governmental Authority, applicable law, regulation or international agreement requires Borrower to make any withholding or deduction from any such payment or other sum payable hereunder to the Lenders, Borrower hereby covenants and agrees that the amount due from Borrower with respect to such payment or other sum payable hereunder will be increased to the extent necessary to ensure that, after the making of such required withholding or

deduction, each Lender receives a net sum equal to the sum which it would have received had no withholding or deduction been required and Borrower shall pay the full amount withheld or deducted to the relevant Governmental Authority. Borrower will, upon request, furnish the Lenders with proof reasonably satisfactory to the Lenders indicating that Borrower has made such withholding payment; provided, however, that Borrower need not make any withholding payment if the amount or validity of such withholding payment is contested in good faith by appropriate and timely proceedings and as to which payment in full is bonded or reserved against by Borrower. The agreements and obligations of Borrower contained in this Section 2.5 shall survive the termination of this Agreement. On the date of this Agreement, each Lender shall deliver, and upon a Lender Transfer resulting in actual assignment and transfer of a Term Loan, the applicable successor or assign shall deliver, to Borrower, a complete and properly executed IRS Form W-9, or equivalent for a foreign Lender (to show exemption from withholding) or successor certificate designated by the IRS (a "**Tax Certificate**"). Notwithstanding anything to the contrary in this Section 2.5, if a Lender fails to deliver a Tax Certificate, Borrower shall not be required to make any additional payments under this Section 2.5 in respect of such Lender.

2.6 Secured Promissory Notes. Each Term Loan shall be evidenced by a Secured Promissory Note or Notes in the form attached as Exhibit D hereto (each a "**Secured Promissory Note**"), and shall be repayable as set forth in this Agreement. Borrower irrevocably authorizes each Lender to make or cause to be made, on or about the Funding Date of any Term Loan or at the time of receipt of any payment of principal on such Lender's Secured Promissory Note, an appropriate notation on such Lender's Secured Promissory Note Record reflecting the making of such Term Loan or (as the case may be) the receipt of such payment. The outstanding amount of each Term Loan set forth on such Lender's Secured Promissory Note Record shall be prima facie evidence of the principal amount thereof owing and unpaid to such Lender, but the failure to record, or any error in so recording, any such amount on such Lender's Secured Promissory Note Record shall not limit or otherwise affect the obligations of Borrower under any Secured Promissory Note or any other Loan Document to make payments of principal of or interest on any Secured Promissory Note when due. Upon receipt of an affidavit of an officer of a Lender as to the loss, theft, destruction, or mutilation of its Secured Promissory Note, Borrower shall issue, in lieu thereof, a replacement Secured Promissory Note in the same principal amount thereof and of like tenor.

3. CONDITIONS OF LOANS

3.1 Conditions Precedent to Initial Term Loan. Each Lender's obligation to make the initial Term Loan is subject to the condition precedent that Collateral Agent and each Lender shall consent to or shall have received, in form and substance reasonably satisfactory to Collateral Agent and each Lender, such documents, and completion of such other matters, as Collateral Agent and each Lender may reasonably deem necessary or appropriate, including, without limitation:

- (a) original Promissory Note and this Agreement and copies of the other Loan Documents, each duly executed by Borrower and each Subsidiary party thereto, as applicable;
- (b) a completed Perfection Certificate for Borrower and each of its Subsidiaries;
- (c) duly executed original Control Agreements with respect to any Collateral Accounts maintained by Borrower or any other Loan Party;
- (d) the Operating Documents and good standing certificates of Borrower and each Loan Party certified by the Secretary of State (or equivalent agency) of Borrower's and each such Loan Party's jurisdiction of organization or formation and each jurisdiction in which Borrower and each Loan Party is qualified to conduct business, each as of a date no earlier than thirty (30) days prior to the Effective Date;
- (e) a copy of resolutions of the governing body for Borrower evidencing approval of the Term Loan and other transactions evidenced by the Loan Documents;
- (f) duly executed original officer's certificates for Borrower and each Loan Party that is a party to the Loan Documents certifying as to (i) the incumbency of each Responsible Officer executing each Loan

Document and (ii) the documents delivered pursuant to Section 3.1(d) and 3.1(e), in a form acceptable to Collateral Agent and the Lenders;

(g) certified copies, dated as of date no earlier than thirty (30) days prior to the Effective Date, of financing statement searches, as Collateral Agent shall request, accompanied by written evidence (including any UCC termination statements) that the Liens indicated in any such financing statements either constitute Permitted Liens or have been or, in connection with the initial Term Loan, will be terminated or released;

(h) a duly executed legal opinion of Sidley Austin LLP dated as of the Effective Date;

(i) evidence satisfactory to Collateral Agent and the Lenders that the insurance policies required by Section 6.5 hereof are in full force and effect, together with appropriate evidence showing loss payable and/or additional insured clauses or endorsements in favor of Collateral Agent, for the ratable benefit of the Lenders;

(j) a copy of any applicable Investors Rights Agreement and any amendments thereto;

(k) duly executed Stock Purchase Agreement;

(l) payment of the Lenders' Expenses then due as specified in Section 2.4 hereof;

(m) a landlord's consent executed in favor of Collateral Agent in respect of all of Borrower's and each Loan Parties' leased locations where Collateral having a book value in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is maintained or which leased location is the head office of any Borrower;

(n) a bailee waiver executed in favor of Collateral Agent in respect of each third party bailee where Borrower or any Loan Party maintains Collateral having a book value in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00);

(o) a payoff letter from Oxford Finance LLC in respect of the Existing Indebtedness; and

(p) evidence that (i) the Liens securing the Existing Indebtedness will be terminated and (ii) the documents and/or filings evidencing the perfection of such Liens, including without limitation any financing statements and/or control agreements, have or will, concurrently with the initial Credit Extension, be terminated.

Subject to Section 6.14, Collateral Agent and each Lender, by delivering its signature page to this Agreement and, if applicable, funding its portion of the initial Term Loan, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document, agreement, instrument, certificate, opinion and other deliverable required to be approved by the Collateral Agent and such Lender, as applicable, on the date hereof.

3.2 Conditions Precedent to all Term Loans. The obligation of each Lender to extend each Term Loan, including the initial Term Loan, is subject to the following conditions precedent:

(a) receipt by Collateral Agent of (i) an executed Loan Payment Request Form in the form of EXHIBIT B-1 attached hereto and (ii) an executed Disbursement Letter in the form of EXHIBIT B-2 attached hereto;

(b) the representations and warranties in Section 5 hereof shall be true, accurate and complete in all material respects on the date of each Loan Payment Request Form and the date of each Disbursement Letter and the Funding Date of each Term Loan (unless such representation or warranty expressly relates to another date, in which case it shall be accurate and complete in all material respects as of such date); provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date, and no Event of Default shall have occurred and be continuing or result from the funding of such Term Loan;

- (c) in such Lender's reasonable discretion, there has not been any Material Adverse Change;
- (d) no Event of Default or an event that with the passage of time could result in an Event of Default, shall exist;
- (e) to the extent not delivered at the Effective Date, duly executed original Secured Promissory Notes, in number, form and content acceptable to each Lender, and in favor of each Lender according to its Commitment Percentage, with respect to each Credit Extension made by such Lender after the Effective Date; and
- (f) payment of the fees and Lenders' Expenses then due and payable as specified in Section 2.5 hereof.

3.3 Covenant to Deliver. Borrower agrees to deliver to Collateral Agent and the Lenders each item required to be delivered to Collateral Agent under this Agreement as a condition precedent to any Term Loan. Borrower expressly agrees that the Term Loan made prior to the receipt by Collateral Agent or any Lender of any such item shall not constitute a waiver by Collateral Agent or any Lender of Borrower's obligation to deliver such item, and any such Term Loan in the absence of a required item shall be made in each Lender's sole discretion.

3.4 Procedures for Borrowing. Subject to the prior satisfaction of all other applicable conditions to the making of the Term Loan set forth in this Agreement, to obtain the Term Loan (other than the Term Loan funded on the Effective Date), Borrower shall notify the Lenders (which notice shall be irrevocable) by electronic mail, facsimile, or telephone by 3:00 p.m. New York City time five (5) Business Days prior to the date the Term Loan is to be made. Together with any such electronic, facsimile or telephonic notification, Borrower shall deliver to Collateral Agent by electronic mail or facsimile a completed Disbursement Letter and Loan Payment Request Form executed by a Responsible Officer or his or her designee. The Collateral Agent may rely on any telephone notice given by a person whom Collateral Agent reasonably believes is a Responsible Officer or designee.

4. CREATION OF SECURITY INTEREST

4.1 Grant of Security Interest. Borrower hereby grants Collateral Agent, for the ratable benefit of the Lenders, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Collateral Agent, for the ratable benefit of the Lenders, the Collateral, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof. If Borrower shall acquire a commercial tort claim (as defined in the Code), Borrower shall grant to Collateral Agent, for the ratable benefit of the Lenders, a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Collateral Agent. Collateral Agent shall, at the sole cost and expense of the Borrower, execute and/or deliver such agreements, documents and filings as Borrower may request to effectuate the foregoing.

If this Agreement is terminated, Collateral Agent's Lien in the Collateral shall continue until the Obligations (other than inchoate indemnity obligations) are repaid in full in cash. Upon payment in full in cash of the Obligations (other than inchoate indemnity obligations) and at such time as the Lenders' obligation to extend the Term Loan has terminated, Collateral Agent shall, at the sole cost and expense of Borrower, release its Liens in the Collateral and all rights therein shall revert to Borrower.

The security interests in any Collateral created hereby shall be automatically released and such Collateral sold free and clear of the lien and security interests created hereby (x) upon any disposition of Collateral permitted to be sold, transferred or assigned pursuant or in connection with a transaction permitted hereunder or (y) upon the effectiveness of any written consent to the release of the security interests created hereby in any Collateral pursuant to Section 12.5.

4.2 Authorization to File Financing Statements. Borrower hereby authorizes Collateral Agent to file financing statements or take any other action required to perfect Collateral Agent's security interests in the

Collateral, without notice to Borrower, with all appropriate jurisdictions to perfect or protect Collateral Agent's interest or rights under the Loan Documents.

5. REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Collateral Agent and the Lenders as follows:

5.1 Due Organization, Authorization: Power and Authority. Borrower and each of its Subsidiaries is duly existing and in good standing as a Registered Organization in its jurisdictions of organization or formation and Borrower and each of its Subsidiaries is qualified and licensed to do business and is in good standing in any jurisdiction in which the conduct of its businesses or its ownership of property requires that it be qualified except where the failure to do so could not reasonably be expected to have a Material Adverse Change. In connection with this Agreement, Borrower and each of its Subsidiaries has delivered to Collateral Agent a completed perfection certificate and any updates or supplements thereto on or before the Effective Date (each a "**Perfection Certificate**" and collectively, the "**Perfection Certificates**"). Borrower represents and warrants that all the information set forth on the Perfection Certificates pertaining to Borrower and each of its Subsidiaries is accurate and complete in all material respects.

The execution, delivery and performance by Borrower and each of its Subsidiaries of the Loan Documents to which it is a party have been duly authorized, and do not (i) conflict with any of Borrower's or such Subsidiaries' organizational documents, including its respective Operating Documents, (ii) contravene, conflict with, constitute a default under or violate any material Requirement of Law applicable thereto, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which Borrower or such Subsidiary, or any of their property or assets may be bound or affected, (iv) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect) or are being obtained pursuant to Section 6.1(b), or (v) constitute an event of default under any material agreement by which Borrower or any of such Subsidiaries, or their respective properties, is bound. Neither Borrower nor any of its Subsidiaries is in default under any agreement to which it is a party or by which it or any of its assets is bound in which such default could reasonably be expected to have a Material Adverse Change.

5.2 Collateral.

(a) Borrower and each Loan Party have good title to, have rights in, and the power to transfer each item of the Collateral upon which it purports to grant a Lien under the Loan Documents, free and clear of any and all Liens except Permitted Liens, and neither Borrower nor any of the Loan Parties have any Deposit Accounts, Securities Accounts, Commodity Accounts or other investment accounts other than the Collateral Accounts or the other investment accounts, if any, described in the Perfection Certificates delivered to Collateral Agent in connection herewith with respect of which Borrower or such Loan Party has given the Collateral Agent notice and taken such actions as are necessary to give Collateral Agent a perfected security interest therein. The Accounts are bona fide, existing obligations of the Account Debtors.

(b) The security interest granted herein is and shall at all times continue to be a first priority perfected security interest in the Collateral, subject only to Permitted Liens that are permitted by the terms of this Agreement to have priority to Collateral Agent's Lien.

(c) On the Effective Date, and except as disclosed on the Perfection Certificate (as the same may be updated from time to time in accordance with the terms of this Agreement) (i) the Collateral is not in the possession of any third party bailee, and (ii) no such third party bailee possesses components of the Collateral in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00).

(d) All Inventory and Equipment is in all material respects of good and marketable quality, free from material defects, ordinary wear and tear excepted.

(e) Borrower and each of its Subsidiaries is the sole owner of the Intellectual Property each respectively purports to own, free and clear of all Liens other than Permitted Liens. Except as noted on the Perfection Certificates, neither Borrower nor any of its Subsidiaries is a party to, nor is bound by, any material license or other material agreement with respect to which Borrower or such Subsidiary is the licensee that (i) prohibits or otherwise restricts Borrower or its Subsidiaries from granting a security interest in Borrower's or such Subsidiaries' interest in such material license or material agreement or any other property, or (ii) for which a default under or termination of could interfere with Collateral Agent's or any Lender's right to sell any portion of the Collateral with a value exceeding Five Hundred Thousand Dollars (\$500,000.00). Borrower shall provide written notice to Collateral Agent and each Lender within twenty (20) days of Borrower or any of its Subsidiaries entering into or becoming bound by any material license or agreement with respect to which Borrower or any Subsidiary is the licensee (other than over-the-counter software that is commercially available to the public).

5.3 Litigation. Except as disclosed on the Perfection Certificate, there are no actions, suits, investigations, or proceedings pending or, to the Knowledge of the Responsible Officers, threatened in writing by or against Borrower or any of its Subsidiaries involving monetary damages against Borrower or any of its Subsidiaries of more than Five Hundred Thousand Dollars (\$500,000.00). Except as disclosed on the Perfection Certificate, there are no actions, suits, investigations or proceedings pending or, to the Knowledge of the Responsible Officers, threatened in writing by or against Borrower or any Subsidiaries involving challenges to the validity of the Intellectual Property.

5.4 No Material Adverse Change; Financial Statements. All consolidated financial statements for Borrower and its Subsidiaries, delivered to Collateral Agent fairly present, in conformity with GAAP, in all material respects the consolidated financial condition of Borrower and its Subsidiaries, and the consolidated results of operations of Borrower and its Subsidiaries as of the date and for the periods presented. Lender understands that interim financial statements may not be audited and may be subject to ordinary year-end adjustments consistent with Borrower's past practices, such as for the sake of example only, changes in the fair market value of warrants. Lender therefore understands and agrees that such financial statements are therefore considered to be in draft form and subject to ordinary year-end adjustments consistent with Borrower's past practices. Since the date of the most recent financial statements submitted to the Collateral Agent, there has not been a Material Adverse Change.

5.5 Solvency. Borrower and each of its Subsidiaries, when taken as a whole, on a consolidated basis, is Solvent.

5.6 Regulatory Compliance. Neither Borrower nor any of its Subsidiaries is required to register as an "investment company" or a company "controlled" by an "investment company" under the Investment Company Act of 1940, as amended. Neither Borrower nor any of its Subsidiaries is engaged as one of its important activities in extending credit for margin stock (under Regulations X, T and U of the Federal Reserve Board of Governors). Borrower and each of its Subsidiaries has complied in all material respects with the Federal Fair Labor Standards Act. Neither Borrower nor any of its Subsidiaries is a "holding company" or an "affiliate" of a "holding company" or a "subsidiary company" of a "holding company" as each term is defined and used in the Public Utility Holding Company Act of 2005. Neither Borrower nor any of its Subsidiaries has violated any laws, ordinances or rules, the violation of which could reasonably be expected to have a Material Adverse Change. Neither Borrower's nor any of its Subsidiaries' properties or assets has been used by Borrower or such Subsidiary or, to Borrower's Knowledge, by previous Persons, in disposing, producing, storing, treating, or transporting any Hazardous Substance other than in material compliance with applicable laws. Borrower and each of its Subsidiaries has obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all Governmental Authorities that are necessary to continue their respective businesses as currently conducted.

None of Borrower, any of its Subsidiaries, or, to the Knowledge of Borrower, any of Borrower's or its Subsidiaries' Affiliates or agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement (i) is in violation of any Anti Terrorism Law, (ii) is engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding or attempts to violate, any of the prohibitions set forth in any Anti Terrorism Law, or (iii) is a Blocked Person. None of Borrower, any of its Subsidiaries, or, to the Knowledge of Borrower, any of Borrower's or its Subsidiaries' Affiliates or agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement, (x) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any

Blocked Person in violation of Anti Terrorism Laws, or (y) deals in, or otherwise engages in any transaction relating to, any property or interest in property blocked pursuant to any Anti Terrorism Law.

5.7 Investments. Neither Borrower nor any of its Subsidiaries owns any stock, shares, partnership interests or other equity securities except for Permitted Investments.

5.8 Tax Returns and Payments; Pension Contributions. Borrower and each of its Subsidiaries has timely filed all required tax returns and reports, and Borrower and each of its Subsidiaries, has timely paid all foreign, federal, state, and local taxes, assessments, deposits and contributions owed by Borrower and such Subsidiaries in an amount greater than Fifty Thousand Dollars (\$50,000.00), in all jurisdictions in which Borrower or any such Subsidiary is subject to taxes, including the United States, unless such taxes are being contested in accordance with the next sentence. Borrower and each of its Subsidiaries, may defer payment of any contested taxes, provided that Borrower or such Subsidiary in good faith contests its obligation to pay the taxes by appropriate proceedings promptly and diligently instituted and conducted. Neither Borrower nor any of its Subsidiaries is aware of any claims or adjustments proposed in writing for any of Borrower's or such Subsidiaries' prior tax years which could result in additional taxes becoming due and payable by Borrower or its Subsidiaries. Borrower and each of its Subsidiaries have paid all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with their terms, and neither Borrower nor any of its Subsidiaries have, withdrawn from participation in, and have not permitted partial or complete termination of, or permitted the occurrence of any other event with respect to, any such plan which could reasonably be expected to result in any liability of Borrower or its Subsidiaries, including any liability to the Pension Benefit Guaranty Corporation or its successors or any other Governmental Authority.

5.9 Use of Proceeds. Borrower shall use the proceeds of the Term Loan solely as working capital, general corporate purposes and to fund its general business requirements in accordance with the provisions of this Agreement, and not for personal, family, household or agricultural purposes. A portion of the proceeds of the Term A Loans shall be used by Borrower to repay the Existing Indebtedness in full on the Effective Date and fees and expenses in connection therewith and with this Agreement.

5.10 Full Disclosure. No written representation, warranty or other statement of Borrower or any of its Subsidiaries in any certificate or written statement given to Collateral Agent or any Lender, as of the date such representation, warranty, or other statement was made, taken together with all such written certificates and written statements given to Collateral Agent or any Lender, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in the certificates or statements not misleading (it being recognized that projections and forecasts provided by Borrower in good faith and based upon reasonable assumptions are not viewed as facts and that actual results during the period or periods covered by such projections and forecasts may differ from the projected or forecasted results, and such differences may be material).

6. AFFIRMATIVE COVENANTS

For so long as any Obligations (other than inchoate indemnity obligations) remain outstanding or any Lender has any commitment to make a Term Loan hereunder, Borrower shall, and shall cause each of its Subsidiaries to, do all of the following:

6.1 Government Compliance.

(a) Maintain its and all its Subsidiaries' legal existence and good standing in their respective jurisdictions of organization and maintain qualification in each jurisdiction in which the failure to so qualify could reasonably be expected to have a Material Adverse Change. Comply with all laws, ordinances and regulations to which Borrower or any of its Subsidiaries is subject, the noncompliance with which could reasonably be expected to have a Material Adverse Change.

(b) Obtain and keep in full force and effect, all of the material Governmental Approvals necessary for the performance by Borrower and its Subsidiaries of their respective businesses and obligations under

the Loan Documents and the grant of a security interest to Collateral Agent for the ratable benefit of the Lenders, in all of the Collateral.

6.2 Financial Statements, Reports, Certificates; Notices.

(a) Deliver to Collateral Agent for delivery to each Lender:

(i) as soon as available, but no later than forty-five (45) days following after the last day of each fiscal quarter or the date of the filing of Borrower's reports on Form 10-Q with the Securities and Exchange Commission for such fiscal quarter of the Borrower, a company prepared consolidated balance sheet, income statement and cash flow statement covering the consolidated operations of Borrower and its Subsidiaries for such quarter certified by a Responsible Officer and in a form reasonably acceptable to Collateral Agent;

(ii) as soon as available, but no later than ninety (90) days after the last day of Borrower's fiscal year or within five (5) days of filing with the Securities and Exchange Commission, audited consolidated financial statements prepared under GAAP, consistently applied, together with an unqualified opinion (other than with respect to Maturity Date (and the impact of the Obligations payable on such date) that is within one year from the time such opinion is delivered) on such financial statements from an independent certified public accounting firm acceptable to Collateral Agent in its reasonable discretion (it being understood that KPMG is acceptable to the Collateral Agent);

(iii) as soon as available after approval thereof by Borrower's board of directors, but no later than the earlier of ten (10) days after such approval and forty-five (45) days after the last day of Borrower's fiscal year, Borrower's annual (A) financial projections and (B) budget, in each case, for the entire current fiscal year as approved by Borrower's board of directors, which such financial projections and budget shall be set forth in a quarterly format (such annual financial projections as originally delivered to Collateral Agent are referred to herein as the "**Annual Projections**"; provided that, any revisions to the Annual Projections approved by Borrower's board of directors shall be delivered to Collateral Agent and the Lenders no later than ten (10) days after such approval);

(iv) within five (5) days of delivery, copies of all non-ministerial statements, reports and notices made available to Borrower's board of directors provided at full meetings of the board of directors ("Board Packages"); provided however that Borrower need not provide the Lenders with copies of routine actions of the board of directors, including without limitation option and stock grants under Borrower's equity incentive plan in the normal course of business; and provided, further, however, that such Board Packages may be redacted to the extent that (i) the board of directors determines such redaction is reasonably necessary to preserve the attorney-client privilege between Borrower and its counsel or any Subsidiary of Borrower and its counsel, to protect highly confidential proprietary information, or to comply with applicable law or regulation, (ii) such redacted material relates to the Lenders (or Borrower's strategy regarding the Loans or Lenders) or (iii) such redacted material relates to executive sessions of the Borrower's board of directors;

(v) in the event that Borrower becomes subject to the reporting requirements under the Securities Exchange Act of 1934, as amended, within five (5) days of filing, all reports on Form 10 K, 10 Q and 8 K filed with the Securities and Exchange Commission;

(vi) prompt notice of any amendments of or other changes to the Operating Documents of Borrower or any of its Subsidiaries in manner that is adverse to the interest of the Lenders, together with any copies reflecting such amendments or changes with respect thereto;

(vii) as soon as available, but no later than thirty (30) days after the last day of each month, copies of the month end account statements for each Collateral Account maintained by Borrower or its Subsidiaries, which statements may be provided to Collateral Agent and each Lender by Borrower or directly from the applicable institution(s);

(viii) prompt delivery of (and in any event within five (5) days after the same are sent or received) copies of all material correspondence, reports, documents and other filings with any Governmental

Authority that could reasonably be expected to have a material adverse effect on any of the Governmental Approvals material to Borrower's business or otherwise could reasonably be expected to have a Material Adverse Change;

(ix) prompt notice after becoming aware of any event that (A) could reasonably be expected to materially and adversely affect the Borrower's Intellectual Property; provided, that if Borrower has reasonably and in good faith determined that a common interest agreement is advisable prior to disclosure of such event to preserve the attorney-client privilege between Borrower and its counsel or any Subsidiary of Borrower and its counsel, Collateral Agent and/or Lender shall enter into a common interest agreement with Borrower in a form reasonably acceptable to Borrower before any disclosure of such event is made, and (B) could reasonably be expected to result in a Material Adverse Change;

(x) written notice at least (10) days' prior to Borrower's creation of a New Subsidiary in accordance with the terms of Section 6.10;

(xi) prompt written notice of any of Borrower's (A) adding any new offices or business locations, including warehouses (unless such new offices or business locations contain less than Two Hundred Fifty Thousand Dollars (\$250,000.00) in assets or property of Borrower or any of its Subsidiaries), (B) changing its jurisdiction of organization, (C) changing its organizational structure or type, (D) changing its legal name, or (E) changing any organizational number (if any) assigned by its jurisdiction of organization;

(xii) upon Borrower becoming aware of the existence of any Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default, prompt (and in any event within three (3) Business Days) written notice of such occurrence, which such notice shall include a reasonably detailed description of such Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default;

(xiii) prompt notice if Borrower or such Subsidiary has Knowledge that Borrower, or any Subsidiary or Affiliate of Borrower, is listed on the OFAC Lists or (a) is convicted on, (b) pleads *nolo contendere* to, (c) is indicted on, or (d) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering;

(xiv) written notice of any commercial tort claim in excess of \$250,000 and of the general details thereof;

(xv) if Borrower or any of its Subsidiaries is not now a Registered Organization but later becomes one, written notice of such occurrence and information regarding such Person's organizational identification number within seven (7) Business Days of receiving such organizational identification number; and

(xvi) other information as reasonably requested by Collateral Agent or any Lender.

Notwithstanding anything to the contrary in this Section 6.2(a), documents required to be delivered pursuant to the terms hereof (to the extent any such documents are included in materials otherwise filed with the Securities and Exchange Commission) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which Borrower posts such documents, or provides a link thereto, on Borrower's website on the internet at Borrower's website address or on the Securities and Exchange Commission's website at www.sec.gov (or any successor website).

(b) Concurrently with the delivery of the financial statements specified in Section 6.2(a)(i) above, deliver to Collateral Agent for delivery to each Lender:

(i) a duly completed Compliance Certificate signed by a Responsible Officer;

(ii) if such month is the last month of the quarter, an updated Perfection Certificate to reflect any amendments, modifications and updates to certain information in the Perfection Certificate after the

Effective Date to the extent such amendments, modifications and updates are permitted by one or more specific provisions in this Agreement; in each case, subject to the review and approval of Collateral Agent and each Lender;

(iii) copies of any material Governmental Approvals obtained by Borrower or any of its Subsidiaries (other than relating to Intellectual Property);

(iv) written notice of the commencement of, and any material development in, the proceedings contemplated by Section 5.8 hereof;

(v) written notice of any litigation or governmental proceedings pending or threatened (in writing) against Borrower or any of its Subsidiaries, which could reasonably be expected to result in damages or costs to Borrower or any of its Subsidiaries of more than One Hundred and Fifty Thousand Dollars (\$150,000.00); and

(vi) written notice of all returns, recoveries, disputes and claims regarding Inventory that involve more than One Hundred and Fifty Thousand Dollars (\$150,000.00) individually or in the aggregate in any calendar year.

(c) Keep proper, complete and true books of record and account in accordance with GAAP in all material respects. Borrower shall, and shall cause each of its Subsidiaries to, allow, at the sole reasonable cost of Borrower, Collateral Agent or any Lender, during regular business hours upon reasonable prior notice (provided that no notice shall be required when an Event of Default has occurred and is continuing), to visit and inspect any of its properties, to examine and make abstracts or copies from any of its books and records, and to conduct a collateral audit and analysis of its operations and the Collateral. Such audits shall be conducted no more often than twice every year unless (and more frequently if) an Event of Default has occurred and is continuing. Notwithstanding the foregoing, upon request of any Lender, Borrower agrees to permit such Lender to communicate with Borrower's accounting firm with respect to the consolidated financial statements delivered pursuant to this Section 6.2.

6.3 Inventory; Returns. Keep all Inventory in good and marketable condition, free from material defects. Returns and allowances between Borrower, or any of its Subsidiaries, and their respective Account Debtors shall follow Borrower's, or such Subsidiary's, customary practices as they exist at the Effective Date.

6.4 Taxes; Pensions. Timely file and require each of its Subsidiaries to timely file, all required tax returns and reports and timely pay, and require each of its Subsidiaries to timely pay, all foreign, federal, state, and local taxes, assessments, deposits and contributions owed by Borrower or its Subsidiaries, except as otherwise permitted pursuant to the terms of Section 5.8 hereof, and shall deliver to Collateral Agent for delivery to each Lender, on demand, appropriate certificates attesting to such payments, and pay all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with the terms of such plans.

6.5 Insurance. Keep Borrower's and its Subsidiaries' business and the Collateral insured for risks and in amounts standard for companies in Borrower's and its Subsidiaries' industry and location and as Collateral Agent may reasonably request, including, but not limited to, D&O insurance reasonably satisfactory to Collateral Agent. Insurance policies shall be in a form, with companies, and in amounts that are reasonably satisfactory to Collateral Agent and Lenders (provided that Chubb is satisfactory to Collateral Agent and Lenders). All property policies shall have a lender's loss payable endorsement showing Collateral Agent as lender loss payee and waive subrogation against Collateral Agent, and all liability policies shall show, or have endorsements showing, Collateral Agent, as additional insured. The Collateral Agent shall be named as lender loss payee and/or additional insured with respect to any such insurance providing coverage in respect of any Collateral, and each provider of any such insurance shall agree, by endorsement upon the policy or policies issued by it or by independent instruments furnished to the Collateral Agent, that it will give the Collateral Agent thirty (30) days' prior written notice before any such policy or policies shall be materially altered or canceled. At Collateral Agent's request, Borrower shall deliver certified copies of policies and evidence of all premium payments. Proceeds payable under any policy shall, at Collateral Agent's option, be payable to Collateral Agent, for the ratable benefit of the Lenders, on account of the Obligations. Notwithstanding the foregoing, (a) so long as no Event of Default has occurred and is continuing, Borrower shall have the option of applying the proceeds of any casualty policy within 180 days of receipt thereof up to One Hundred Thousand Dollars (\$100,000.00) with respect to any loss, but not exceeding One Hundred

Thousand Dollars (\$100,000.00), in the aggregate for all losses under all casualty policies in any one year, toward the replacement or repair of destroyed or damaged property; provided that any such replaced or repaired property (i) shall be of equal or like value as the replaced or repaired Collateral and (ii) shall be deemed Collateral in which Collateral Agent has been granted a first priority security interest, and (b) after the occurrence and during the continuance of an Event of Default, all proceeds payable under such casualty policy shall, at the option of Collateral Agent, be payable to Collateral Agent, for the ratable benefit of the Lenders, on account of the Obligations. If Borrower or any of its Subsidiaries fails to obtain insurance as required under this Section 6.5 or to pay any amount or furnish any required proof of payment to third persons, Collateral Agent and/or any Lender may make (but has no obligation to do so), at Borrower's expense, all or part of such payment or obtain such insurance policies required in this Section 6.5, and take any action under the policies Collateral Agent or such Lender deems prudent.

6.6 Operating Accounts.

(a) Borrower shall provide Collateral Agent five (5) days' prior written notice before Borrower or any of its Subsidiaries establishes any Collateral Account. For each Collateral Account that Borrower or any of its Subsidiaries at any time maintains, Borrower or such Subsidiary shall cause the applicable bank or financial institution at or with which such Collateral Account is maintained to execute and deliver a Control Agreement or other appropriate instrument with respect to such Collateral Account to perfect Collateral Agent's Lien in such Collateral Account in accordance with the terms hereunder within thirty (30) days (or such later date as Collateral Agent may agree in its reasonable discretion) following the establishment of such Collateral Account, which Control Agreement may not be terminated without prior written consent of Collateral Agent; provided that Borrower's accounts with Citibank identified on the Perfection Certificate on the Effective Date will not be subject to this requirement so long as such accounts are closed no later than one hundred twenty (120) days after the date hereof (or such later date as the Collateral Agent may agree) and the aggregate balance in such accounts does not exceed \$1,500,000.00 at any given time. The provisions of the previous sentence shall not apply to deposit accounts exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of Borrower's, or any of its Subsidiaries', employees (collectively, "**Excluded Accounts**") and identified to Collateral Agent by Borrower as such in the Perfection Certificate. Collateral Agent agrees not to place a "hold" or deliver a notice of exclusive control, entitlement order, or other similar directions or instructions under any Control Agreement or similar agreements providing control of any Collateral unless an Event of Default has occurred.

(b) Neither Borrower nor any of its Subsidiaries shall maintain any Collateral Accounts except Collateral Accounts maintained in accordance with Section 6.6.

6.7 Protection of Intellectual Property Rights. Borrower and each of its Subsidiaries shall: (a) use commercially reasonable efforts to protect, defend and maintain the validity and enforceability of its Intellectual Property that is material to its business; (b) promptly advise Collateral Agent in writing of a written challenge to the validity, or a material infringement by a third party of its Intellectual Property material to its business; and (c) not allow any Intellectual Property material to its business to be abandoned, forfeited or dedicated to the public without Collateral Agent's prior written consent. If Borrower or any of its Subsidiaries (i) obtains any patent, registered trademark or servicemark, registered copyright, registered mask work, or any pending application for any of the foregoing, whether as owner, licensee or otherwise, or (ii) applies for any patent or the registration of any trademark or servicemark, then Borrower or such Subsidiary shall no later than the end of the fiscal quarter during which registration for such Intellectual Property is obtained or applied for, provide written notice thereof to Collateral Agent and each Lender and shall execute such intellectual property security agreements and other documents and take such other actions as Collateral Agent shall reasonably request in its good faith business judgment to perfect and maintain a first priority perfected security interest in favor of Collateral Agent, for the ratable benefit of the Lenders, in such property to the extent that such property constitutes Collateral; provided, however, before filing such security interests in any jurisdiction outside the United States, the Collateral Agent shall use its reasonable discretion to determine the commercial reasonableness of making such filings. If Borrower or any of its Subsidiaries decides to register any copyrights or mask works in the United States Copyright Office, Borrower or such Subsidiary shall, to the extent constituting collateral: (x) provide Collateral Agent and each Lender with prompt written notice of Borrower's or such Subsidiary's intent to register such copyrights or mask works together with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (y) execute an intellectual property security agreement and such other documents and take such other actions as Collateral Agent may reasonably request in its good faith business judgment to perfect and maintain a first priority

perfected security interest in favor of Collateral Agent, for the ratable benefit of the Lenders, in the copyrights or mask works intended to be registered with the United States Copyright Office; and (z) record such intellectual property security agreement with the United States Copyright Office contemporaneously with filing the copyright or mask work application(s) with the United States Copyright Office. Borrower or such Subsidiary shall promptly provide to Collateral Agent and each Lender with evidence of the recording of the intellectual property security agreement necessary for Collateral Agent to perfect and maintain a first priority perfected security interest in such property.

6.8 Litigation Cooperation. Commencing on the Effective Date and continuing through the termination of this Agreement, make available to Collateral Agent and the Lenders, upon reasonable prior notice and during reasonable hours, without expense to Collateral Agent or the Lenders, Borrower and each of Borrower's officers, employees and agents and Borrower's Books, to the extent that Collateral Agent or any Lender may reasonably deem them necessary to prosecute or defend any third party suit or proceeding instituted by or against Collateral Agent or any Lender with respect to any Collateral or relating to an act of Borrower in connection with this Agreement.

6.9 Landlord Waivers; Bailee Waivers. In the event that Borrower or any other Loan Party, after the Effective Date, intends to add any new offices or business locations, including warehouses, or otherwise store any portion of the Collateral with, or deliver any portion of the Collateral to, a bailee, in each case pursuant to Section 7.2, then Borrower or such Loan Party will provide written notice thereof to Collateral Agent and, in the event that the new location is the chief executive office of the Borrower or such Loan Party or the Collateral at any such new location is valued in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) in the aggregate, at Collateral Agent's election, such bailee or landlord, as applicable, must execute and deliver a bailee waiver or landlord waiver, as applicable, in form and substance reasonably satisfactory to Collateral Agent prior to the addition of any new offices or business locations, or any such storage with or delivery to any such bailee, as the case may be.

6.10 Creation/Acquisition of Subsidiaries. In the event any Borrower or any Loan Party creates or acquires any Subsidiary after the Effective Date, Borrower or such Loan Party shall promptly notify Collateral Agent of such creation or acquisition, and Borrower or such Loan Party shall take all actions reasonably requested by Collateral Agent to achieve any of the following with respect to such "**New Subsidiary**" (defined as a Subsidiary formed after the date hereof during the term of this Agreement): (i) to, at the option of the Borrower, cause such New Subsidiary to become either a co-Borrower hereunder, if such New Subsidiary is organized under the laws of the United States, or a secured guarantor with respect to the Obligations; and (ii) to grant and pledge to Collateral Agent a perfected security interest in the Shares of such New Subsidiary.

6.11 Further Assurances. Execute any further instruments and take further action as Collateral Agent or any Lender reasonably requests to perfect or continue Collateral Agent's Lien in the Collateral or to effect the purposes of this Agreement.

6.12 Financial Covenant.

(a) Borrower shall deliver to Collateral Agent the Management Plan prior to the third anniversary of the Effective Date, which Management Plan shall cover all applicable periods commencing on the third anniversary of the Effective Date through the Maturity Date on or before May 1, 2025.

(b) Beginning on the date that is the third anniversary of the Effective Date, Borrower shall achieve the following TTM Revenue, as determined pursuant to the most recent financial statements delivered (or required to be delivered) under Section 6.1(a)(i) or 6.1(a)(ii), as applicable, for the relevant testing period: As tested as of the last day of each quarter commencing with the First Testing Quarter, TTM Revenue for the 12-month period then ended in an amount not less than fifty percent (50.00%) of the projections for the same 12-month period as then ended as set forth in the Management Plan. Notwithstanding anything herein to the contrary, Borrower shall not be obligated to comply with the provisions of this Section 6.12(b) for any quarter if Borrower achieves TTM Revenue of at least One Hundred Million Dollars (\$100,000,000.00) as tested as of the last day of the immediately preceding quarter or has consistently maintained during the immediately preceding quarter cash assets of at least thirty percent

(30%) of the aggregate principal amount of Term Loans funded and outstanding pursuant to this Agreement in Collateral Accounts subject to Control Agreements in favor of Collateral Agent.

6.13 Liquidity Covenant. Borrower shall at all times maintain in a Collateral Account subject to a Control Agreement in favor of Collateral Agent a cash balance of not less than five percent (5%) of the aggregate principal amount of Term Loans funded and outstanding pursuant to this Agreement.

6.14 Material Agreements. Borrower shall notify Collateral Agent in writing within 14 days of termination of any Material Agreement.

7. NEGATIVE COVENANTS

For so long as any Obligations (other than inchoate indemnity obligations) remain outstanding or any Lender has any commitment to make a Term Loan hereunder, Borrower shall not, and shall not permit any of its Subsidiaries to, do any of the following without the prior written consent of the Required Lenders:

7.1 Dispositions. Convey, sell, lease, transfer, assign, dispose of (collectively, “**Transfer**”), or permit any of its Subsidiaries to Transfer, all or any part of its business or property (including Intellectual Property), except for Transfers (a) of Inventory in the ordinary course of business; (b) of worn out, surplus or obsolete Equipment; (c) in connection with Permitted Liens, Permitted Investments and Permitted Licenses, (d) Transfers (i) between or among Loan Parties, (ii) by Subsidiaries that are not Loan Parties in favor of Loan Parties and (iii) between or among Subsidiaries that are not Loan Parties; (e) to the extent considered Transfers, transactions permitted under Sections 7.3, 7.5, 7.7, 7.8, 7.9 and (f) Transfers to EigerBio Europe Limited in an aggregate amount not exceeding \$100,000 in any fiscal year; provided that no Intellectual Property will be Transferred to EigerBio Europe Limited other in connection with a non-exclusive Permitted Licenses.

7.2 Changes in Business, Management, Ownership, or Business Locations. (a) Engage in or permit any of its Subsidiaries to engage in any business other than the businesses engaged in by Borrower as of the Effective Date or reasonably related thereto; (b) liquidate or dissolve; or (c) (i) any Key Person shall cease to be actively engaged in the management of Borrower unless written notice thereof is provided to Collateral Agent and within five (5) days of such change, or (ii) enter into any transaction or series of related transactions in which the stockholders of Borrower who were not stockholders immediately prior to the first such transaction own fifty one percent (51%) or more of the voting stock of Borrower immediately after giving effect to such transaction or related series of such transactions (other than by the sale of Borrower’s equity securities in a public offering, or a private placement of public equity). Borrower shall not, without at least thirty (30) days’ prior written notice to Collateral Agent: (A) add any new offices or business locations, including warehouses (unless such new offices or business locations contain less than Two Hundred Fifty Thousand Dollars (\$250,000.00) in assets or property of Borrower or any of its Subsidiaries); (B) change its jurisdiction of organization, (C) change its organizational structure or type, (D) change its legal name, or (E) change any organizational number (if any) assigned by its jurisdiction of organization.

7.3 Mergers or Acquisitions. Merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with any other Person, or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock, shares or property of another Person other than pursuant to a **Permitted Acquisition** or a merger or reconsolidation solely among Loan Parties. A Subsidiary (including without limitation of EB Pharma and EBPI) may merge or consolidate into another Subsidiary (provided such surviving Subsidiary is or becomes a “co Borrower” hereunder or has provided a secured Guaranty of Borrower’s Obligations hereunder) or with (or into) Borrower provided Borrower is the surviving legal entity, and as long as no Event of Default has occurred or is continuing at the time thereof or arises as a result therefrom.

7.4 Indebtedness. Create, incur, assume, or be liable for any Indebtedness, or permit any Subsidiary to do so, other than Permitted Indebtedness.

7.5 Encumbrance. Create, incur, allow, or suffer any Lien on any of its property, or assign or convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries to do so, except for Permitted Liens, or permit any Collateral not to be subject to the first priority security interest granted herein (except for Permitted Liens), or enter into any agreement, document, instrument or other arrangement (except with or in favor of Collateral Agent, for the ratable benefit of the Lenders) with any Person which directly or indirectly prohibits or has the effect of prohibiting Borrower, or any of its Subsidiaries, from assigning, mortgaging, pledging, granting a security interest in or upon, or encumbering any of Borrower's or such Subsidiary's Intellectual Property, except as is otherwise permitted in Section 7.1 hereof and the definition of "**Permitted Liens**".

7.6 Maintenance of Collateral Accounts. Maintain any Collateral Account except pursuant to the terms of Section 6.6 hereof.

7.7 Restricted Payments. Pay any dividends (other than dividends payable solely in capital stock) or make any distribution or payment in respect of or redeem, retire or purchase any capital stock (other than repurchases pursuant to the terms of employee stock purchase plans, employee restricted stock agreements, stockholder rights plans, director or consultant stock option plans, or similar plans, provided such repurchases do not exceed Two Hundred Thousand Fifty Dollars (\$250,000.00) in the aggregate per fiscal year).

7.8 Investments. Directly or indirectly make any Investment other than Permitted Investments, or permit any of its Subsidiaries to do so.

7.9 Transactions with Affiliates. Directly or indirectly enter into or permit to exist any material transaction with any Affiliate of Borrower or any of its Subsidiaries, except for (a) transactions that are in the ordinary course of Borrower's or such Subsidiary's business, upon fair and reasonable terms that are no less favorable to Borrower or such Subsidiary than would be obtained in an arm's length transaction with a non affiliated Person, (b) Subordinated Debt or equity investments by Borrower's investors in Borrower or its Subsidiaries, (c) any transaction explicitly permitted by Sections 7.1, 7.2, 7.3, 7.4, 7.5, 7.7, 7.8 and 7.10 to be entered into with an Affiliate, (d) compensation and indemnification of, and other employment arrangement with, directors, officers and employees of Borrower or any Subsidiary, in each case entered into in the ordinary course of business in accordance with Borrower's Annual Projections and corporate governance practices, and (e) loans and advances explicitly permitted hereunder to be made to the applicable Affiliate.

7.10 Subordinated Debt. (a) Make or permit any payment on any Subordinated Debt, except under the terms of the subordination, intercreditor, or other similar agreement to which such Subordinated Debt is subject, or (b) amend any provision in any document relating to the Subordinated Debt which would increase the amount thereof or adversely affect the subordination thereof to Obligations owed to the Lenders.

7.11 Compliance. Become required to register as an "investment company" or a company controlled by an "investment company", under the Investment Company Act of 1940, as amended, or undertake as one of its important activities extending credit to purchase or carry margin stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System), or use the proceeds of any Term Loan for that purpose; fail to meet the minimum funding requirements of ERISA, permit a Reportable Event or Prohibited Transaction, as defined in ERISA, to occur; fail to comply with the Federal Fair Labor Standards Act or violate any other law or regulation, if, in each case, the failure to comply or violation thereof could reasonably be expected to have a Material Adverse Change, or permit any of its Subsidiaries to do so; withdraw or permit any Subsidiary to withdraw from participation in, permit partial or complete termination of, or permit the occurrence of any other event with respect to, any present pension, profit sharing and deferred compensation plan which could reasonably be expected to result in any liability of Borrower or any of its Subsidiaries, including any liability to the Pension Benefit Guaranty Corporation or its successors or any other Governmental Authority.

7.12 Compliance with Anti Terrorism Laws. Neither Borrower nor any of its Subsidiaries shall, nor shall Borrower or any of its Subsidiaries permit any Affiliate to, directly or indirectly, knowingly enter into any documents, instruments, agreements or contracts with any Person listed on the OFAC Lists in a manner inconsistent with U.S. law. Neither Borrower nor any of its Subsidiaries shall, nor shall Borrower or any of its Subsidiaries, permit any Affiliate to, directly or indirectly, (i) conduct any business or engage in any transaction or dealing with any Blocked Person, including, without limitation, the making or receiving of any contribution of funds, goods or

services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 or other Anti Terrorism Law, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224 or other Anti Terrorism Law, in each case where such action would be in a manner inconsistent with U.S. law.

8. EVENTS OF DEFAULT

Any one of the following shall constitute an event of default (an “**Event of Default**”) under this Agreement:

8.1 Payment Default. Borrower fails to (a) make any payment of principal or interest on any Term Loan on its due date, or (b) pay any other Obligations within three (3) Business Days after such Obligations are due and payable (which three (3) Business Day grace period shall not apply to payments due on the Maturity Date or the date or acceleration pursuant to Section 9.1 (a) hereof);

8.2 Covenant Default.

(a) Borrower or any of its Subsidiaries fails or neglects to perform any obligation in Sections 6.2 (Financial Statements, Reports, Certificates), 6.4 (Taxes), 6.5 (Insurance), 6.6 (Operating Accounts), 6.9 (Landlord Waivers; Bailee Waivers), 6.10 (Creation/Acquisition of Subsidiaries), 6.12 (Financial Covenant), 6.13 (Liquidity Covenant) or 6.15 (Permitted Acquisition) or Borrower violates any provision in Section 7; provided, however, in the event that the Borrower fails to comply with the requirements of the financial covenant set forth in Section 6.12, such non-compliance shall not be deemed an Event of Default unless Borrower fails to deliver to the Collateral Agent a new financial plan approved by the board of directors of the Borrower which plan must be acceptable to Collateral Agent in its discretion, along with a plan of how to finance such new board approved financial plan, no later than thirty (30) days after the date on which the breach of the financial covenant occurred; provided, further, that, upon such delivery the parties shall amend the covenant in Section 6.12 in accordance with the new financial plan which amendment must be acceptable to Collateral Agent and shall, among other things, require Borrower to achieve the revenue projections set forth in the new financial plan; or

(b) Borrower, or any of its Subsidiaries, fails or neglects to perform, keep, or observe any other term, provision, condition, covenant or agreement contained in this Agreement or any Loan Documents, and as to any default (other than those specified in this Section 8) under such other term, provision, condition, covenant or agreement that can be cured, has failed to cure the default within ten (10) days after the occurrence thereof; provided, however, that if the default cannot by its nature be cured within the ten (10) day period or cannot after diligent attempts by Borrower be cured within such ten (10) day period, and such default is likely to be cured within a reasonable time, then Borrower shall have an additional period (which shall not in any case exceed thirty (30) days) to attempt to cure such default, and within such reasonable time period the failure to cure the default shall not be deemed an Event of Default (but no Term Loan shall be made during such cure period);

8.3 Material Adverse Change. A Material Adverse Change has occurred;

8.4 Attachment; Levy; Restraint on Business.

(a) (i) The service of process seeking to attach, by trustee or similar process, any funds of Borrower or any of its Subsidiaries or of any entity under control of Borrower or its Subsidiaries on deposit with any institution at which Borrower or any of its Subsidiaries maintains a Collateral Account, or (ii) a notice of lien, levy, or assessment is filed against Borrower or any of its Subsidiaries or their respective assets by any government agency, and the same under subclauses (i) and (ii) hereof are not, within ten (10) days after the occurrence thereof, discharged or stayed (whether through the posting of a bond or otherwise); and

(b) (i) any material portion of Borrower’s or any of its Subsidiaries’ assets is attached, seized, levied on, or comes into possession of a trustee or receiver, or (ii) any court order enjoins, restrains, or prevents Borrower or any of its Subsidiaries from conducting any part of its business;

8.5 Insolvency. (a) Borrower or any of its Subsidiaries is or becomes Insolvent; (b) Borrower or any of its Subsidiaries begins an Insolvency Proceeding; or (c) an Insolvency Proceeding is begun against Borrower or any of its Subsidiaries and not dismissed or stayed within forty five (45) days (but no Term Loan shall be extended while Borrower or any Subsidiary is Insolvent and/or until any Insolvency Proceeding is dismissed);

8.6 Other Agreements. There is a default in any agreement to which Borrower or any of its Subsidiaries is a party with a third party or parties resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness in an amount in excess of Five Hundred Thousand Dollars (\$500,000.00) or that could reasonably be expected to have a Material Adverse Change;

8.7 Judgments. (a) One or more judgments, orders, or decrees for the payment of money in an amount, individually or in the aggregate, of at least Five Hundred Thousand Dollars (\$500,000.00) (not covered by independent third party insurance) shall be rendered against Borrower or any of its Subsidiaries and shall remain unsatisfied, unvacated, or unstayed for a period of forty five (45) days after the entry thereof or (b) any judgments, orders or decrees rendered against Borrower that could reasonably be expected to result in a Material Adverse Change;

8.8 Misrepresentations. Borrower or any of its Subsidiaries or any Person acting for Borrower or any of its Subsidiaries makes any representation, warranty, or other statement now or later in this Agreement, any Loan Document or in any writing delivered to Collateral Agent and/or Lenders or to induce Collateral Agent and/or the Lenders to enter this Agreement or any Loan Document, and such representation, warranty, or other statement, when taken as a whole, is incorrect in any material respect when made;

8.9 Subordinated Debt. A default or breach occurs under any agreement between Borrower or any of its Subsidiaries and any creditor of Borrower or any of its Subsidiaries that signed a subordination, intercreditor, or other similar agreement with Collateral Agent or the Lenders, or any creditor that has signed such an agreement with Collateral Agent or the Lenders breaches any terms of such agreement;

8.10 Guaranty. (a) Any Guaranty terminates or ceases for any reason to be in full force and effect; (b) any Guarantor does not perform any obligation or covenant under any Guaranty; (c) any circumstance described in Section 8 occurs with respect to any Guarantor; or (d) a Material Adverse Change with respect to any Guarantor;

8.11 Governmental Approvals; FDA Action. Any Governmental Approval shall have been revoked, rescinded, suspended, modified in an adverse manner, or not renewed in the ordinary course for a full term and such revocation, rescission, suspension, modification or non-renewal has resulted in or could reasonably be expected to result in a Material Adverse Change.

8.12 Lien Priority; Intellectual Property. Any Lien created hereunder or by any other Loan Document shall at any time fail to constitute a valid and perfected Lien on any of the Collateral purported to be secured thereby, subject to no prior or equal Lien, other than Permitted Liens which are permitted to have priority in accordance with the terms of this Agreement.

8.13 Delisting. The shares of common stock of Parent are delisted from The Nasdaq Stock Market LLC because of failure to comply with continued listing standards thereof or due to a voluntary delisting which results in such shares not being listed promptly on any other nationally recognized stock exchange in the United States having listing standards at least as restrictive as The Nasdaq Stock Market LLC.

9. RIGHTS AND REMEDIES

9.1 Rights and Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default, Collateral Agent may, and at the written direction of the Required lenders, shall, without notice or demand, do any or all of the following: (i) deliver notice of the Event of Default to Borrower, (ii) by notice to Borrower declare all Obligations immediately due and payable (but if an Event of Default described in Section 8.5 occurs all Obligations shall be

immediately due and payable without any action by Collateral Agent or the Lenders) or (iii) by notice to Borrower suspend or terminate the obligations, if any, of the Lenders to advance money or extend credit for Borrower's benefit under this Agreement or under any other agreement between Borrower and Collateral Agent and/or the Lenders (but if an Event of Default described in Section 8.5 occurs all obligations, if any, of the Lenders to advance money or extend credit for Borrower's benefit under this Agreement or under any other agreement between Borrower and Collateral Agent and/or the Lenders shall be immediately terminated without any action by Collateral Agent or the Lenders).

(b) Without limiting the rights of Collateral Agent and the Lenders set forth in Section 9.1(a) above, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right, at the written direction of the Required Lenders, without notice or demand, to do any or all of the following:

(i) foreclose upon and/or sell or otherwise liquidate, the Collateral;

(ii) apply to the Obligations any (a) balances and deposits of Borrower that Collateral Agent or any Lender holds or controls, or (b) any amount held or controlled by Collateral Agent or any Lender owing to or for the credit or the account of Borrower; and/or

(iii) commence and prosecute an Insolvency Proceeding or consent to Borrower commencing any Insolvency Proceeding.

(c) Without limiting the rights of Collateral Agent and the Lenders set forth in Sections 9.1(a) and (b) above, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right, without notice or demand, to do any or all of the following:

(i) settle or adjust disputes and claims directly with Account Debtors for amounts on terms and in any order that Collateral Agent considers advisable, notify any Person owing Borrower money of Collateral Agent's security interest in such funds, and verify the amount of such account;

(ii) make any payments and do any acts it considers necessary or reasonable to protect the Collateral and/or its security interest in the Collateral. Borrower shall assemble the Collateral if Collateral Agent requests and make it available in a location as Collateral Agent reasonably designates. Collateral Agent may enter premises where the Collateral is located, take and maintain possession of any part of the Collateral, and pay, purchase, contest, or compromise any Lien which appears to be prior or superior to its security interest and pay all expenses incurred. Borrower grants Collateral Agent a license to enter and occupy any of its premises, without charge, to exercise any of Collateral Agent's rights or remedies;

(iii) ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, and/or advertise for sale, the Collateral. Collateral Agent is hereby granted a non exclusive, royalty free license or other right to use, without charge, Borrower's and each of its Subsidiaries' labels, Patents, Copyrights, mask works, rights of use of any name, trade secrets, trade names, Trademarks, service marks, and advertising matter, or any similar property as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Collateral Agent's exercise of its rights under this Section 9.1, Borrower's and each of its Subsidiaries' rights under all licenses and all franchise agreements inure to Collateral Agent, for the benefit of the Lenders;

(iv) place a "hold" on any account maintained with Collateral Agent or the Lenders and/or deliver a notice of exclusive control, any entitlement order, or other directions or instructions pursuant to any Control Agreement or similar agreements providing control of any Collateral;

(v) demand and receive possession of Borrower's Books;

(vi) appoint a receiver to seize, manage and realize any of the Collateral, and such receiver shall have any right and authority as any competent court will grant or authorize in accordance with any applicable law, including any power or authority to manage the business of Borrower or any of its Subsidiaries; and

(vii) subject to clauses 9.1(a) and (b), exercise all rights and remedies available to Collateral Agent and each Lender under the Loan Documents or at law or equity, including all remedies provided under the Code (including disposal of the Collateral pursuant to the terms thereof).

Notwithstanding any provision of this Section 9.1 to the contrary, upon the occurrence of any Event of Default, Collateral Agent shall have the right to exercise any and all remedies referenced in this Section 9.1 without the written consent of Required Lenders following the occurrence of an Exigent Circumstance.

Notwithstanding anything in this Agreement to the contrary or elsewhere in the Loan Documents, following the occurrence and during the continuance of an Event of Default, other than an Event of Default under Section 8.1 or Section 8.5 of this Agreement, the Lenders agrees to forbear from selling, leasing, licensing or otherwise disposing of any Collateral comprising Intellectual Property for a period of up to forty-five (45) days after the occurrence of such Event of Default.

9.2 Power of Attorney. Borrower hereby irrevocably appoints Collateral Agent as its lawful attorney in fact, exercisable upon the occurrence and during the continuance of an Event of Default, to: (a) endorse Borrower's or any of its Subsidiaries' name on any checks or other forms of payment or security; (b) sign Borrower's or any of its Subsidiaries' name on any invoice or bill of lading for any Account or drafts against Account Debtors; (c) settle and adjust disputes and claims about the Accounts directly with Account Debtors, for amounts and on terms Collateral Agent determines reasonable; (d) make, settle, and adjust all claims under Borrower's insurance policies; (e) pay, contest or settle any Lien, charge, encumbrance, security interest, and adverse claim in or to the Collateral, or any judgment based thereon, or otherwise take any action to terminate or discharge the same; and (f) transfer the Collateral into the name of Collateral Agent or a third party as the Code or any applicable law permits. Borrower hereby appoints Collateral Agent as its lawful attorney in fact to sign Borrower's or any of its Subsidiaries' name on any documents necessary to perfect or continue the perfection of Collateral Agent's security interest in the Collateral regardless of whether an Event of Default has occurred until all Obligations (other than inchoate indemnity obligations) have been satisfied in full and Collateral Agent and the Lenders are under no further obligation to extend the Term Loan hereunder. Collateral Agent's foregoing appointment as Borrower's or any of its Subsidiaries' attorney in fact, and all of Collateral Agent's rights and powers, coupled with an interest, are irrevocable until all Obligations (other than inchoate indemnity obligations) have been fully repaid and performed and Collateral Agent's and the Lenders' obligation to provide the Term Loan terminates.

9.3 Protective Payments. If Borrower or any of its Subsidiaries fail to obtain the insurance called for by Section 6.5 or fails to pay any premium thereon or fails to pay any other amount which Borrower or any of its Subsidiaries is obligated to pay under this Agreement or any other Loan Document, Collateral Agent may obtain such insurance or make such payment, and all amounts so paid by Collateral Agent are Lenders' Expenses and immediately due and payable, bearing interest at the Default Rate, and secured by the Collateral. Collateral Agent will make reasonable efforts to provide Borrower with notice of Collateral Agent obtaining such insurance or making such payment at the time it is obtained or paid or within a reasonable time thereafter. No such payments by Collateral Agent are deemed an agreement to make similar payments in the future or Collateral Agent's waiver of any Event of Default.

9.4 Application of Payments and Proceeds. Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence and during the continuance of an Event of Default, (a) Borrower irrevocably waives the right to direct the application of any and all payments at any time or times thereafter received by Collateral Agent from or on behalf of Borrower or any of its Subsidiaries of all or any part of the Obligations, and, as between Borrower on the one hand and Collateral Agent and Lenders on the other, Collateral Agent shall have the continuing and exclusive right to apply and to reapply any and all payments received against the Obligations in such manner as Collateral Agent may deem advisable notwithstanding any previous application by Collateral Agent, and (b) the proceeds of any sale of, or other realization upon all or any part of the Collateral shall be applied: first, to the Lenders' Expenses; second, to accrued and unpaid interest on the Obligations (including any interest which, but for the provisions of the United States Bankruptcy Code, would have accrued on such amounts); third, to the principal amount of the Obligations outstanding; and fourth, to any other indebtedness or obligations of Borrower owing to Collateral Agent or any Lender under the Loan Documents. Any balance remaining shall be delivered to Borrower or to whoever may be lawfully entitled to receive such balance or as a court of competent jurisdiction may direct. In

carrying out the foregoing, (x) amounts received shall be applied in the numerical order provided until exhausted prior to the application to the next succeeding category, and (y) each of the Persons entitled to receive a payment in any particular category shall receive an amount equal to its pro rata share of amounts available to be applied pursuant thereto for such category. Any reference in this Agreement to an allocation between or sharing by the Lenders of any right, interest or obligation “ratably,” “proportionally” or in similar terms shall refer to Pro Rata Share unless expressly provided otherwise. Collateral Agent, or if applicable, each Lender, shall promptly remit to the other Lenders such sums as may be necessary to ensure the ratable repayment of each Lender’s portion of any Term Loan and the ratable distribution of interest, fees and reimbursements paid or made by Borrower. Notwithstanding the foregoing, a Lender receiving a scheduled payment shall not be responsible for determining whether the other Lenders also received their scheduled payment on such date; provided, however, if it is later determined that a Lender received more than its ratable share of scheduled payments made on any date or dates, then such Lender shall remit to Collateral Agent or other Lenders such sums as may be necessary to ensure the ratable payment of such scheduled payments, as instructed by Collateral Agent. If any payment or distribution of any kind or character, whether in cash, properties or securities, shall be received by a Lender in excess of its ratable share, then the portion of such payment or distribution in excess of such Lender’s ratable share shall be received by such Lender in trust for and shall be promptly paid over to the other Lender for application to the payments of amounts due on the other Lenders’ claims. To the extent any payment for the account of Borrower is required to be returned as a voidable transfer or otherwise, the Lenders shall contribute to one another as is necessary to ensure that such return of payment is on a pro rata basis. If any Lender shall obtain possession of any Collateral, it shall hold such Collateral for itself and as agent and bailee for Collateral Agent and other Lenders for purposes of perfecting Collateral Agent’s security interest therein.

9.5 Liability for Collateral. So long as Collateral Agent and the Lenders comply with reasonable banking practices regarding the safekeeping of the Collateral in the possession or under the control of Collateral Agent and the Lenders, Collateral Agent and the Lenders shall not be liable or responsible for: (a) the safekeeping of the Collateral; (b) any loss or damage to the Collateral; (c) any diminution in the value of the Collateral; or (d) any act or default of any carrier, warehouseman, bailee, or other Person. Subject to the immediately preceding sentence, Borrower bears all risk of loss, damage or destruction of the Collateral.

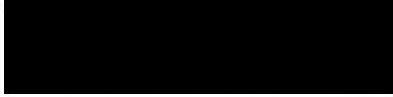
9.6 No Waiver; Remedies Cumulative. Failure by Collateral Agent or any Lender, at any time or times, to require strict performance by Borrower of any provision of this Agreement or any other Loan Document shall not waive, affect, or diminish any right of Collateral Agent or any Lender thereafter to demand strict performance and compliance herewith or therewith. No waiver hereunder shall be effective unless signed by Collateral Agent and the Required Lenders and then is only effective for the specific instance and purpose for which it is given. The rights and remedies of Collateral Agent and the Lenders under this Agreement and the other Loan Documents are cumulative. Collateral Agent and the Lenders have all rights and remedies provided under the Code, any applicable law, by law, or in equity. The exercise by Collateral Agent or any Lender of one right or remedy is not an election, and Collateral Agent’s or any Lender’s waiver of any Event of Default is not a continuing waiver. Collateral Agent’s or any Lender’s delay in exercising any remedy is not a waiver, election, or acquiescence.

9.7 Demand Waiver. Borrower waives, to the fullest extent permitted by law, demand, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees held by Collateral Agent or any Lender on which Borrower or any Subsidiary is liable.

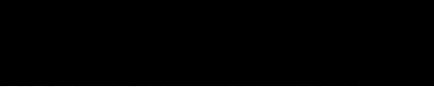
10. NOTICES

All notices, consents, requests, approvals, demands, or other communication (collectively, “**Communication**”) by any party to this Agreement or any other Loan Document must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and three (3) Business Days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon transmission, when sent by facsimile transmission; (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, facsimile number, or email address indicated below. Any of Collateral Agent, Lender or Borrower may change its mailing address or facsimile number by giving the other party written notice thereof in accordance with the terms of this Section 10.

If to Borrower: EIGER BIOPHARMACEUTICALS, INC.
EB Pharma, LLC
EBPI Merger, Inc.
2155 Park Blvd.
Palo Alto, CA 94306



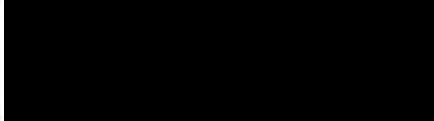
with a copy (which shall not constitute notice) to: SIDLEY AUSTIN LLP
555 California Street Suite 2000
San Francisco, CA 94104



If to Collateral Agent: INNOVATUS LIFE SCIENCES
LENDING FUND I, LP
777 Third Avenue, 25th Floor
New York, NY 10017



with a copy (which shall not constitute notice) to: Greenberg Traurig, LLP
One International Place
Boston, MA 02110



11. CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER

11.1 Waiver of Jury Trial. EACH OF BORROWER, COLLATERAL AGENT AND LENDERS UNCONDITIONALLY WAIVES ANY AND ALL RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS, ANY OF THE INDEBTEDNESS SECURED HEREBY, ANY DEALINGS AMONG BORROWER, COLLATERAL AGENT AND/OR LENDERS RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED AMONG BORROWER, COLLATERAL AGENT AND/OR LENDERS. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT. THIS WAIVER IS IRREVOCABLE. THIS WAIVER MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. THE WAIVER ALSO SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11.2 Governing Law and Jurisdiction.

(a) THIS AGREEMENT, THE OTHER LOAN DOCUMENTS (EXCLUDING THOSE LOAN DOCUMENTS THAT BY THEIR OWN TERMS ARE EXPRESSLY GOVERNED BY THE LAWS OF ANOTHER JURISDICTION) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAWS OTHER THAN THE LAWS OF THE STATE OF NEW YORK), INCLUDING ALL MATTERS OF CONSTRUCTION,

VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE COLLATERAL, PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

(b) Submission to Jurisdiction. Any legal action or proceeding with respect to the Loan Documents shall be brought exclusively in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Agreement, Borrower hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts. Notwithstanding the foregoing, Collateral Agent and Lenders shall have the right to bring any action or proceeding against Borrower (or any property of Borrower) in the court of any other jurisdiction Collateral Agent or Lenders deem necessary or appropriate in order to realize on the Collateral or other security for the Obligations. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

(c) Service of Process. Borrower irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with any Loan Document by any means permitted by applicable requirements of law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of Borrower specified herein (and shall be effective when such mailing shall be effective, as provided therein). Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(d) Non-exclusive Jurisdiction. Nothing contained in this Section 11.2 shall affect the right of Collateral Agent or Lenders to serve process in any other manner permitted by applicable requirements of law or commence legal proceedings or otherwise proceed against Borrower in any other jurisdiction.

12. GENERAL PROVISIONS

12.1 Successors and Assigns. This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Borrower may not transfer, pledge or assign this Agreement or any rights or obligations under it without Collateral Agent's prior written consent (which may be granted or withheld in Collateral Agent's discretion, subject to Section 12.5). The Lenders have the right to sell, transfer, assign, pledge, negotiate, or grant participation in (any such sale, transfer, assignment, negotiation, or grant of a participation, a "**Lender Transfer**") all or any part of, or any interest in, the Lenders' obligations, rights, and benefits under this Agreement and the other Loan Documents; provided that any assignment by a Lender will be subject to the prior written consent of Borrower unless an Event of Default has occurred and is continuing at the time of such assignment, or the assignment is to a Lender, an Affiliate of a Lender, or an Approved Fund.

12.2 Indemnification. Borrower agrees to indemnify, defend and hold Collateral Agent and the Lenders and their respective directors, officers, employees, consultants, agents, attorneys, or any other Person affiliated with or representing Collateral Agent or the Lenders (each, an "**Indemnified Person**") harmless against: (a) all obligations, demands, claims, and liabilities (collectively, "**Claims**") asserted by any other party in connection with; related to; following; or arising from, out of or under, the transactions contemplated by the Loan Documents; and (b) all losses or Lenders' Expenses incurred, or paid by an Indemnified Person in connection with; related to; following; or arising from, out of or under, the transactions contemplated by the Loan Documents between Collateral Agent, and/or the Lenders and Borrower (including reasonable and documented, attorneys' fees and expenses), except for Claims and/or losses that (x) arise from disputes solely among Indemnified Persons (other than a claim against an Indemnified Person in its role as Collateral Agent (unless such claim would otherwise be excluded pursuant to clause (y) below)) which do not arise out of any act or omission of any Loan Party or any of their Subsidiaries or (y) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnified Person. Borrower

hereby further indemnifies, defends and holds each Indemnified Person harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including the fees and disbursements of counsel for such Indemnified Person in connection with any investigative, response, remedial, administrative or judicial matter or proceeding, whether or not such Indemnified Person shall be designated a party thereto and including any such proceeding initiated by or on behalf of Borrower, and the reasonable expenses of investigation by engineers, environmental consultants and similar technical personnel and any commission, fee or compensation claimed by any broker (other than any broker retained by Collateral Agent or Lenders) asserting any right to payment for the transactions contemplated hereby which may be imposed on, incurred by or asserted against such Indemnified Person as a result of or in connection with the transactions contemplated hereby and the use or intended use of the proceeds of the loan proceeds except for liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements directly caused by such Indemnified Person's gross negligence or willful misconduct.

12.3 Severability of Provisions. Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

12.4 Correction of Loan Documents. Collateral Agent may correct patent errors and fill in any blanks in this Agreement and the other Loan Documents consistent with the agreement of the parties, so long as Collateral Agent provides Borrower with written notice of such correction and allows the Borrower at least ten (10) days to object to such correction. In the event of such objection, such correction shall not be made except by an amendment signed by Lenders, Collateral Agent and Borrower.

12.5 Amendments in Writing; Integration. (a) No amendment, modification, termination or waiver of any provision of this Agreement or any other Loan Document, no approval or consent thereunder, or any consent to any departure by Borrower or any of its Subsidiaries therefrom, shall in any event be effective unless the same shall be in writing and signed by Borrower, Collateral Agent and the Required Lenders provided that:

(i) no such amendment, waiver or other modification that would have the effect of increasing or reducing a Lender's Term Loan Commitment or Commitment Percentage shall be effective as to such Lender without such Lender's written consent;

(ii) no such amendment, waiver or modification that would affect the rights and duties of Collateral Agent shall be effective without Collateral Agent's written consent or signature; and

(iii) no such amendment, waiver or other modification shall, unless signed by all the Lenders directly affected thereby, (A) reduce the principal of, rate of interest on or any fees with respect to any Term Loan or forgive any principal, interest (other than default interest) or fees (other than late charges) with respect to any Term Loan (B) postpone the date fixed for, or waive, any payment of principal of any Term Loan or of interest on any Term Loan (other than default interest) or any fees provided for hereunder (other than late charges or for any termination of any commitment); (C) change the definition of the term "Required Lenders" or the percentage of Lenders which shall be required for the Lenders to take any action hereunder; (D) release all or substantially all of any material portion of the Collateral, authorize Borrower to sell or otherwise dispose of all or substantially all or any material portion of the Collateral or release any Guarantor of all or any portion of the Obligations or its guaranty obligations with respect thereto, except, in each case with respect to this clause (D), as otherwise may be expressly permitted under this Agreement or the other Loan Documents (including in connection with any disposition permitted hereunder); (E) amend, waive or otherwise modify this Section 12.5 or the definitions of the terms used in this Section 12.5 insofar as the definitions affect the substance of this Section 12.5; (F) consent to the assignment, delegation or other transfer by Borrower of any of its rights and obligations under any Loan Document or release Borrower of its payment obligations under any Loan Document, except, in each case with respect to this clause (F), pursuant to a merger or consolidation permitted pursuant to this Agreement; (G) amend any of the provisions of Section 9.4 or amend any of the definitions of Pro Rata Share, Term Loan Commitment, Commitment Percentage or that provide for the Lenders to receive their Pro Rata Shares of any fees, payments, setoffs or proceeds of Collateral hereunder; (H) subordinate the Liens granted in favor of Collateral Agent securing the Obligations; or (I) amend any of the provisions of Section 12.5. It is hereby understood and agreed that all Lenders shall be deemed directly

affected by an amendment, waiver or other modification of the type described in the preceding clauses (C), (D), (E), (F), (G) and (H) of the immediately preceding sentence.

(b) Other than as expressly provided for in Section 12.5(a)(i) (iii), Collateral Agent may, if requested by the Required Lenders, from time to time designate covenants in this Agreement less restrictive by notification to a representative of Borrower.

(c) This Agreement and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements with respect to such subject matter. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement and the Loan Documents merge into this Agreement and the Loan Documents.

12.6 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement.

12.7 Survival. All covenants, representations and warranties made in this Agreement continue in full force and effect until this Agreement has terminated pursuant to its terms and all Obligations (other than inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of this Agreement) have been satisfied. The obligation of Borrower in Section 12.2 to indemnify each Lender and Collateral Agent, as well as the confidentiality provisions in Section 12.8 below, shall survive until the statute of limitations with respect to such claim or cause of action shall have run.

12.8 Confidentiality. In handling any confidential information of Borrower, the Lenders and Collateral Agent shall exercise the same degree of care that it exercises for their own proprietary information, but disclosure of information may be made: (a) subject to the terms and conditions of this Agreement, to the Lenders' and Collateral Agent's Subsidiaries or Affiliates; (b) to prospective transferees (other than those identified in (a) above) or purchasers of any interest in the Term Loan permitted hereunder (provided, however, the Lenders and Collateral Agent shall, except upon the occurrence and during the continuance of an Event of Default, obtain such prospective transferee's or purchaser's agreement to the terms of this provision or to similar confidentiality terms); (c) as required by law, regulation, subpoena, or other order; (d) to Lenders' or Collateral Agent's regulators or as otherwise required in connection with an examination or audit; (e) as Collateral Agent reasonably considers appropriate in exercising remedies under the Loan Documents; and (f) to third party service providers of the Lenders and/or Collateral Agent so long as such service providers have executed a confidentiality agreement or have agreed to similar confidentiality terms with the Lenders and Collateral Agent with terms no less restrictive than those contained herein. Confidential information does not include information that either: (i) is in the public domain or in the Lenders' and/or Collateral Agent's possession when disclosed to the Lenders and/or Collateral Agent, or becomes part of the public domain after disclosure to the Lenders and/or Collateral Agent at no fault of the Lenders or the Collateral Agent; or (ii) is disclosed to the Lenders and/or Collateral Agent by a third party, if the Lenders and/or Collateral Agent does not know that the third party is prohibited from disclosing the information. Collateral Agent and the Lenders may use confidential information for any purpose, including, without limitation, for the development of client databases, reporting purposes, and market analysis, in each case so long as Collateral Agent does not disclose Borrower's identity or the identity of any person associated with Borrower unless otherwise expressly permitted by this Agreement. The provisions of the immediately preceding sentence shall survive the termination of this Agreement. The agreements provided under this Section 12.8 supersede all prior agreements, understanding, representations, warranties, and negotiations between the parties about the subject matter of this Section 12.8.

12.9 Right of Set Off. Borrower hereby grants to Collateral Agent and to each Lender, a lien, security interest and right of set off as security for all Obligations to Collateral Agent and each Lender hereunder, whether now existing or hereafter arising upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Collateral Agent or the Lenders or any entity under the control of Collateral Agent or the Lenders (including a Collateral Agent affiliate) or in transit to any of them. At any time after the occurrence and during the continuance of an Event of Default, without demand or notice, Collateral Agent or the Lenders may set off the same or any part thereof and apply the same to any liability or obligation of Borrower even though unmaturing and regardless of the adequacy of any other collateral securing the Obligations. ANY AND ALL

RIGHTS TO REQUIRE COLLATERAL AGENT TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE OBLIGATIONS, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF BORROWER ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED BY BORROWER.

12.10 Cooperation of Borrower. If necessary, Borrower agrees to (i) execute any documents reasonably required to effectuate and acknowledge each assignment of a Term Loan Commitment or Term Loan to an assignee in accordance with Section 12.1, (ii) make Borrower's management available to meet with Collateral Agent and prospective participants and assignees of Term Loan Commitments (which meetings shall be conducted no more often than twice every twelve months unless an Event of Default has occurred and is continuing), and (iii) assist Collateral Agent or the Lenders in the preparation of information relating to the financial affairs of Borrower as any prospective participant or assignee of a Term Loan Commitment or Term Loan reasonably may request. Subject to the provisions of Section 12.8, Borrower authorizes each Lender to disclose to any prospective participant or assignee of a Term Loan Commitment, any and all information in such Lender's possession concerning Borrower and its financial affairs which has been delivered to such Lender by or on behalf of Borrower pursuant to this Agreement, or which has been delivered to such Lender by or on behalf of Borrower in connection with such Lender's credit evaluation of Borrower prior to entering into this Agreement.

12.11 Public Announcement. Borrower hereby agrees that after Borrower has publicly disclosed the transactions contemplated by this Agreement on the internet at Borrower's website address or on the Securities and Exchange Commission's website at www.sec.gov (or any successor website), Collateral Agent may publicize the same by means of a tombstone advertisement on Collateral Agent's website and use Borrower's name, tradenames and logos in connection therewith.

12.12 Collateral Agent and Lender Agreement. Collateral Agent and each Lender hereby agree to the terms and conditions set forth on Annex I attached hereto. Borrower acknowledges and agrees to the terms and conditions set forth on Annex I attached hereto.

12.13 Borrower Liability. Either Borrower may, acting singly, request Credit Extensions hereunder. Each Borrower hereby appoints the other as agent for the other for all purposes hereunder, including with respect to requesting Credit Extensions hereunder. Each Borrower hereunder shall be jointly and severally obligated to repay all Credit Extensions made hereunder, regardless of which Borrower actually receives said Credit Extension, as if each Borrower hereunder directly received all Credit Extensions. Each Borrower waives (a) any suretyship defenses available to it under the Code or any other applicable law, and (b) any right to require Collateral Agent or any Lender to: (i) proceed against any Borrower or any other person; (ii) proceed against or exhaust any security; or (iii) pursue any other remedy. Collateral Agent and or any Lender may exercise or not exercise any right or remedy it has against any Borrower or any security it holds (including the right to foreclose by judicial or non judicial sale) without affecting any Borrower's liability. Notwithstanding any other provision of this Agreement or other related document, each Borrower irrevocably waives all rights that it may have at law or in equity (including, without limitation, any law subrogating Borrower to the rights of Collateral Agent and the Lenders under this Agreement) to seek contribution, indemnification or any other form of reimbursement from any other Borrower, or any other Person now or hereafter primarily or secondarily liable for any of the Obligations, for any payment made by Borrower with respect to the Obligations in connection with this Agreement or otherwise and all rights that it might have to benefit from, or to participate in, any security for the Obligations as a result of any payment made by Borrower with respect to the Obligations in connection with this Agreement or otherwise. Any agreement providing for indemnification, reimbursement or any other arrangement prohibited under this Section shall be null and void. If any payment is made to a Borrower in contravention of this Section, such Borrower shall hold such payment in trust for Collateral Agent and the Lenders and such payment shall be promptly delivered to Collateral Agent for application to the Obligations, whether matured or unmatured.

13. DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

“**Account**” is any “account” as defined in the Code with such additions to such term as may hereafter be made, and

includes, without limitation, all accounts receivable and other sums owing to Borrower.

“**Account Debtor**” is any “account debtor” as defined in the Code with such additions to such term as may hereafter be made under the Code.

“**Affiliate**” of any Person is a Person that owns or controls directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Person’s senior executive officers, directors, partners if such Person is a partnership and, for any Person that is a limited liability company, that Person’s managers and members.

“**Amortization Date**” is July 1, 2027.

“**Annual Projections**” is defined in Section 6.2(a).

“**Approved Fund**” is any (i) investment company, fund, trust, securitization vehicle or conduit that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business or (ii) any Person (other than a natural person) which temporarily warehouses loans for any Lender or any entity described in the preceding clause (i) and that, with respect to each of the preceding clauses (i) and (ii), is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) a Person (other than a natural person) or an Affiliate of a Person (other than a natural person) that administers or manages a lender.

“**Anti Terrorism Laws**” are any laws relating to terrorism or money laundering, including without limitation Executive Order No. 13224 (effective September 24, 2001), the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by OFAC.

“**Basic Rate**” is with respect to each Term Loan, the floating per annum rate of interest (based on a year of three hundred sixty five (365) days) equal to the sum of (a) the greater of (i) Prime Rate, subject to Section 2.3(f), or (ii) Three and fifty hundredths percent (3.50%), and (b) Three and Seventy Five Hundredths percent (3.75%).

“**Blocked Person**” is any Person: (a) listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (b) a Person majority owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (c) a Person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti Terrorism Law, (d) a Person that commits, threatens or conspires to commit or supports “terrorism” such that they are listed in Executive Order No. 13224, or (e) a Person that is named a “specially designated national” or “blocked person” on the most current List of Specially Designated Nationals and Blocked Persons published by OFAC.

“**Borrower**” is defined in the preamble hereof.

“**Borrower’s Books**” are Borrower’s or any of its Subsidiaries’ books and records including ledgers, federal, and state tax returns, records regarding Borrower’s or its Subsidiaries’ assets or liabilities, the Collateral, business operations or financial condition, and all computer programs or storage or any equipment containing such information.

“**Business Day**” is any day that is not a Saturday, Sunday or a day on which Collateral Agent is closed.

“**Cash Burn**” is the cash used by Borrower in its operations and capital expenditures.

“**Cash Equivalents**” are (a) marketable direct obligations issued or unconditionally guaranteed by the United States or any agency or any State thereof having maturities of not more than one (1) year from the date of acquisition; (b) commercial paper maturing no more than one (1) year after its creation and having the highest rating from either Standard & Poor’s Ratings Group or Moody’s Investors Service, Inc., and (c) certificates of deposit maturing no more than one (1) year after issue provided that the account in which any such certificate of deposit is maintained is subject to a Control Agreement in favor of Collateral Agent.

“**Claims**” are defined in Section 12.2.

“**Code**” is the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of New York; provided, that, to the extent that the Code is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, Collateral Agent’s Lien on any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the State of New York, the term “**Code**” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions.

“**Collateral**” is any and all properties, rights and assets of Borrower described on Exhibit A.

“**Collateral Account**” is any Deposit Account, Securities Account, or Commodity Account, or any other bank account maintained by Borrower or any Subsidiary at any time.

“**Collateral Agent**” is defined in the preamble hereof.

“**Commitment Percentage**” is set forth in Schedule 1.1, as amended from time to time.

“**Commodity Account**” is any “commodity account” as defined in the Code with such additions to such term as may hereafter be made under the Code.

“**Communication**” is defined in Section 10.

“**Compliance Certificate**” is that certain certificate in substantially the form attached hereto as Exhibit C.

“**Contingent Obligation**” is, for any Person, any direct or indirect liability, contingent or not, of that Person for (a) any indebtedness, lease, dividend, letter of credit or other obligation of another Person such as an obligation directly or indirectly guaranteed, endorsed, co made, discounted or sold with recourse by that Person, or for which that Person is directly or indirectly liable; (b) any obligations for undrawn letters of credit for the account of that Person; and (c) all obligations from any interest rate, currency or commodity swap agreement, interest rate cap or collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; but “Contingent Obligation” does not include endorsements in the ordinary course of business. The amount of a Contingent Obligation is the stated or determined amount of the primary obligation for which the Contingent Obligation is made or, if not determinable, the maximum reasonably anticipated liability for it determined by the Person in good faith; but the amount may not exceed the maximum of the obligations under any guarantee or other support arrangement.

“**Control Agreement**” is any control agreement entered into among the depository institution at which Borrower or any of its Subsidiaries maintains a Deposit Account or the securities intermediary or commodity intermediary at which Borrower or any of its Subsidiaries maintains a Securities Account or a Commodity Account, Borrower and such Subsidiary, and Collateral Agent pursuant to which Collateral Agent, for the benefit of the Lenders, obtains “control” (within the meaning of the Code) over such Deposit Account, Securities Account, or Commodity Account.

“**Copyrights**” are any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret.

“**Deposit Account**” is any “deposit account” as defined in the Code with such additions to such term as may hereafter be made.

“**Disbursement Letter**” is that certain form attached hereto as EXHIBIT B-2.

“**DOJ**” means the U.S. Department of Justice or any successor thereto or any other comparable Governmental Authority.

“**Dollars**” “dollars” and “\$” each mean lawful money of the United States.

“**Equipment**” is all “equipment” as defined in the Code with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.

“**ERISA**” is the Employee Retirement Income Security Act of 1974, as amended, and its regulations.

“**Excluded Accounts**” is defined in Section 6.6.

“**Exigent Circumstance**” means any event or circumstance that, in the reasonable judgment of Collateral Agent, imminently threatens the ability of Collateral Agent to realize upon all or any material portion of the Collateral, such as, without limitation, fraudulent removal, concealment, or abscondment thereof, destruction or material waste thereof, or failure of Borrower or any of its Subsidiaries after reasonable demand to maintain or reinstate adequate casualty insurance coverage, or which, in the judgment of Collateral Agent, could reasonably be expected to result in a material diminution in value of the Collateral.

“**Existing Indebtedness**” is the indebtedness of Borrower to Oxford Finance LLC owing pursuant to that certain Loan and Security Agreement, dated December 30, 2016, entered into by and between Oxford Finance LLC and Borrower as amended, restated, supplemented or otherwise modified prior to the Effective Date.

“**FDA**” means the U.S. Food and Drug Administration or any successor thereto or any other comparable Governmental Authority.

“**Final Fee**” is a payment (in addition to and not a substitution for the regular monthly payments of principal plus accrued interest or any other fee payable hereunder) due on the earliest to occur of (a) the Maturity Date, or (b) the acceleration of any Term Loan, or (c) the prepayment of the Term Loan pursuant to Section 2.2(c) or (d), in each case equal to Final Fee Percentage *multiplied* by the aggregate amount of the Term Loans funded, payable to Lenders in accordance with their respective Pro Rata Shares.

“**Final Fee Percentage**” is six and fifty-hundredths percent (6.50%).

“**First Testing Quarter**” is the quarter ending June 30, 2025.

“**Foreign Subsidiary**” is a Subsidiary that is not an entity organized under the laws of the United States or any state thereof.

“**Funding Date**” is any date on which the Term Loan is made to or on account of Borrower which shall be a Business Day.

“**GAAP**” is generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other Person as may be approved by a significant segment of the accounting profession in the United States, which are applicable to the circumstances as of the date of determination.

“**General Intangibles**” are all “general intangibles” as defined in the Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation, all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work, whether published or unpublished, any patents, trademarks, service marks and, to the extent permitted under applicable law, any applications therefor, whether registered or not, any trade secret rights, including any rights to unpatented inventions, payment intangibles, royalties, contract rights, goodwill, franchise agreements, purchase orders,

customer lists, route lists, telephone numbers, domain names, claims, income and other tax refunds, security and other deposits, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including without limitation key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind.

“Governmental Approval” is any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, Registration, filing, clearance, or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

“Governmental Authority” is any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body (including, without limitation, the FDA and any state board of pharmacy or state pharmacy licensing authority), court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.

“Guarantor” is any Person providing a Guaranty in favor of Collateral Agent for the benefit of the Lenders.

“Guaranty” is any guarantee of all or any part of the Obligations, as the same may from time to time be amended, restated, modified or otherwise supplemented.

“Hazardous Substance” any chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Authority or which may or could pose a hazard to the health and safety of the owners, occupants or any Persons in the vicinity of any of its real property or to the indoor or outdoor environment.

“Indebtedness” is (a) indebtedness for borrowed money or the deferred price of property or services, such as reimbursement and other obligations for surety bonds and letters of credit, (b) obligations evidenced by notes, bonds, debentures or similar instruments, (c) capital lease obligations, and (d) Contingent Obligations.

“Indemnified Person” is defined in Section 12.2.

“Insolvency Proceeding” is any proceeding by or against any Person under the United States Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions or proceedings seeking reorganization, arrangement, or other relief.

“Insolvent” means not Solvent.

“Intellectual Property” means all of Borrower’s or any of its Subsidiaries’ right, title and interest in and to the following:

- (a) its Copyrights, Trademarks and Patents;
- (b) any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know how, operating manuals;
- (c) any and all source code;
- (d) any and all design rights which may be available to Borrower;
- (e) any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and
- (f) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

“Inventory” is all “inventory” as defined in the Code in effect on the date hereof with such additions to such term as may hereafter be made under the Code, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including without limitation such inventory as is temporarily out of any Person’s custody or possession or in transit and including any returned goods and any documents of title representing any of the above.

“Investment” is any beneficial ownership interest in any Person (including stock, partnership interest or other securities), and any loan, advance or capital contribution to any Person.

“IP Security Agreement” is that certain Intellectual Property Security Agreement executed and delivered by Borrower to Collateral Agent and dated as of the Effective Date, as may be amended, restated, or otherwise modified or supplemented from time to time.

“Key Person” is each of Borrower’s (i) Chief Executive Officer, who is David A. Cory as of the Effective Date and (ii) Chief Financial Officer, who is Sri Ryali as of the Effective Date.

“Knowledge” means to the “best of” Borrower’s knowledge, or with a similar qualification, knowledge or awareness means the actual knowledge, after reasonable investigation, of the Responsible Officers. For clarity, the foregoing definition is not meant to required or imply that any type of search relating to freedom to operate has been conducted or that any opinion of counsel has been obtained.

“Lender” is any one of the Lenders.

“Lenders” are the Persons identified on Schedule 1.1 hereto and each assignee that becomes a party to this Agreement pursuant to Section 12.1.

“Lenders’ Expenses” are all audit fees and expenses, costs, and expenses (including reasonable and documented, attorneys’ fees and expenses, as well as appraisal fees, fees incurred on account of lien searches, inspection fees, and filing fees) for preparing, amending, negotiating, administering, defending and enforcing the Loan Documents (including, without limitation, those incurred in connection with appeals or Insolvency Proceedings) or otherwise incurred by Collateral Agent and/or the Lenders in connection with the Loan Documents.

“Lien” is a claim, mortgage, deed of trust, levy, charge, pledge, security interest, or other encumbrance of any kind, whether voluntarily incurred or arising by operation of law or otherwise against any property.

“Loan Documents” are, collectively, this Agreement, each Secured Promissory Note, the Perfection Certificate(s), each Control Agreement, each Compliance Certificate, each Loan Payment Request Form, each Disbursement Letter, any subordination agreements, any note, or notes or guaranties executed by Borrower or any other Person, and any other present or future agreement entered into by Borrower, any Guarantor or any other Person for the benefit of the Lenders and Collateral Agent in connection with this Agreement; all as amended, restated, or otherwise modified or supplemented from time to time.

“Loan Parties” are, collectively, each Borrower and each Guarantor, and **“Loan Party”** means any of the Loan Parties, individually.

“Loan Payment Request Form” is that certain form attached hereto as EXHIBIT B-1.

“Management Plan” is Borrower’s Board approved projected revenue prepared and delivered to Collateral Agent by Borrower in accordance with Section 6.12(a) of this Agreement and covering all applicable periods commencing on the third anniversary of the Effective Date through the Maturity Date, which shall be provided to the Collateral Agent prior to the third anniversary of the Effective Date.

“Material Adverse Change” is (a) a material adverse change in the business, operations or condition (financial or otherwise) of Borrower or any Subsidiary, when taken as a whole; (b) a material impairment of the prospect of repayment of any portion of the Obligations, or (c) a material adverse effect on the Collateral.

“Material Agreement” is any license, agreement or other contractual arrangement with a Person or Governmental Authority whereby Borrower or any of its Subsidiaries is reasonably likely to be required to transfer, either in-kind or in cash, prior to the Maturity Date, assets or property valued (book or market) at more than Four Million Dollars (\$4,000,000.00) in the aggregate or any license, agreement or other contractual arrangement conveying exclusive rights in or to any Intellectual Property material and necessary to make, use or sell any Inventory, products or services of Borrower or any Subsidiary. For clarity, a Permitted Third-Party Agreement shall not constitute a Material Agreement.

“Maturity Date” is August 31, 2027.

“Obligations” are all of Borrower’s obligations to pay when due any debts, principal, interest, Lenders’ Expenses, the Prepayment Fee, the Final Fee, and other amounts Borrower owes the Lenders now or later, in connection with, related to, following, or arising from, out of or under, this Agreement or, the other Loan Documents, or otherwise, and including interest accruing after Insolvency Proceedings begin (whether or not allowed) and debts, liabilities, or obligations of Borrower assigned to the Lenders and/or Collateral Agent, and the performance of Borrower’s duties under the Loan Documents.

“OFAC” is the U.S. Department of the Treasury’s Office of Foreign Assets Control.

“OFAC Lists” are, collectively, the Specially Designated Nationals and Blocked Persons List and the Consolidated List, each maintained by OFAC including the persons added to those lists pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001).

“Operating Documents” are, for any Person, such Person’s formation documents, as certified by the Secretary of State (or equivalent agency) of such Person’s jurisdiction of organization on a date that is no earlier than thirty (30) days prior to the Effective Date, and, (a) if such Person is a corporation, its bylaws in current form, (b) if such Person is a limited liability company, its limited liability company agreement (or similar agreement), and (c) if such Person is a partnership, its partnership agreement (or similar agreement), each of the foregoing with all current amendments or modifications thereto.

“Patents” means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, re-examination certificates, utility models, extensions and continuations-in-part of the same.

“Payment Date” is the first (1st) calendar day of each calendar month, commencing on July 1, 2022.

“Permitted Acquisition” means an acquisition by Borrower of all or substantially all of the assets of, all of the ownership interests in, or a business line or unit or division of another Person and shall include any foreign corporations in the acceptable jurisdictions listed below in this definition; provided that (a) no Event of Default or event that with the passage of time would result in an Event of Default shall exist immediately before or immediately after the consummation of such acquisition, (b) such acquired Person or assets shall be in the same line of business as is conducted by Borrower as of the Effective Date (or a line of business reasonably related thereto), (c) such acquisition shall not cause the focus or locations of Borrower’s and its Subsidiaries’ operations (when taken as a whole) to be located outside of the United States, (d) such acquisition shall not constitute a hostile acquisition, (e) any Person acquired as a result of such acquisition shall, if requested by Collateral Agent become a secured Guarantor or co-Borrower, (f) in connection with such acquisition, neither Borrower nor any of its Subsidiaries (including for this purpose, the target of the acquisition) shall acquire or be subject to any Indebtedness or Liens that are not otherwise permitted hereunder, (g) all of the consideration paid in connection with such acquisition shall be in the form of stock of Borrower, except that Borrower shall be permitted to pay an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) in the aggregate in cash for all Permitted Acquisitions in any given fiscal year, (h) Borrower has notified the Lenders at least ten (10) Business Days in advance of entering into such transaction, which notice shall include a reasonably detailed description of such transaction and copies of pertinent documents relating to the transaction, (i) such transaction shall only involve assets and entities located in the United States, Canada and the United Kingdom, (j) Collateral Agent and the Lenders have received a certificate from a Responsible Officer together with Board approved projections certifying and setting forth in reasonable detail that Borrower has enough cash on hand to pay its projected expenses and all debt service when due for a period of

twelve (12) months after the consummation of such transaction (after giving effect to such transaction), (k) all transactions related to such acquisition shall be consummated in all material respects in accordance with applicable law; (l) Borrower shall provide to the Lenders as soon as available but in any event not later than five (5) Business Days after the execution thereof, a copy of the executed purchase agreement or similar agreement with respect to any such acquisition; (m) Borrower shall be in compliance with the covenants set forth in Section 6.12(b) and 6.13 on a pro forma basis after giving effect to such Permitted Acquisition; and (n) if such acquisition will result in an incremental Cash Burn for Borrower of greater than Five Million Dollars (\$5,000,000.00) per annum, Borrower shall deliver to Collateral Agent at least ten (10) Business Days in advance of entering into such transaction, a financial plan of how Borrower will finance such incremental Cash Burn otherwise in compliance with the terms of this Agreement.

Notwithstanding anything to the contrary contained herein, in order for any acquisition of Shares or assets of another Person to constitute a Permitted Acquisition, Borrower must comply with all of the following: (a) Borrower shall have delivered to Collateral Agent, in form and substance reasonably satisfactory to the Collateral Agent and Lenders and sufficiently in advance (and in any case no later than ten (10) Business Days prior to the Permitted Acquisition), such other financial information, financial analysis, documentation or other information relating to such Permitted Acquisition as Collateral Agent may request and the pro forma certifications required by clause (b) below; (b) prior to the date of the Permitted Acquisition, the Collateral Agent and Lenders shall have received, in form and substance reasonably satisfactory to the Collateral Agent and Lenders, a certificate of the chief financial officer of Borrower certifying compliance with the requirements contained in this definition of "Permitted Acquisition" and with the other terms of the Loan Documents (before and after giving effect to such Permitted Acquisition); and (c) Borrower shall provide to the Collateral Agent and Lenders as soon as available but in any event not later than the execution thereof, a copy of the executed purchase agreement or similar agreement with respect to the Permitted Acquisition.

"Permitted Indebtedness" is:

(a) Borrower's Indebtedness to the Lenders and Collateral Agent under this Agreement and the other Loan Documents;

(b) Indebtedness existing on the Effective Date and disclosed on the Perfection Certificate(s) and any Permitted Refinancing thereof;

(c) Subordinated Debt;

(d) unsecured Indebtedness to trade creditors and Indebtedness in connection with credit cards incurred in the ordinary course of business;

(e) Indebtedness consisting of capitalized lease obligations and purchase money Indebtedness, in each case incurred by Borrower or any of its Subsidiaries to finance the acquisition, repair, improvement or construction of fixed or capital assets of such Person, provided that (i) the aggregate outstanding principal amount of all such Indebtedness does not exceed Five Hundred Thousand Dollars (\$500,000.00) at any time and (ii) the principal amount of such Indebtedness does not exceed the lower of the cost or fair market value of the property so acquired or built or of such repairs or improvements financed with such Indebtedness (each measured at the time of such acquisition, repair, improvement or construction is made);

(f) Indebtedness incurred as a result of endorsing negotiable instruments received in the ordinary course of Borrower's business;

(g) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness (a) through (e) above, provided that the principal amount thereof is not increased or the terms thereof are not modified to impose materially more burdensome terms upon Borrower, or its Subsidiary, as the case may be.

(h) (i) Indebtedness between or among Loan Parties and (ii) Indebtedness between or among Subsidiaries that are not Loan Parties;

(i) Indebtedness owed by a Subsidiary that is not a Loan Party to any Loan Party, together with any amounts under the clause (i) in the definition of "Permitted Investments", in an aggregate principal amount not to exceed Two Million Dollars (\$2,000,000) in any fiscal year;

(j) Other unsecured Indebtedness not to exceed an aggregate principal amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) at any time outstanding; and

(k) Permitted Royalty Transaction.

"Permitted Investments" are:

(a) Investments disclosed on the Perfection Certificate(s) and existing on the Effective Date;

(b) Investments consisting of cash and Cash Equivalents, and (ii) any other Investments permitted by Borrower's investment policy, as amended from time to time, provided that such investment policy (and any such amendment thereto) has been approved in writing by Collateral Agent;

(c) Investments consisting of the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of Borrower;

(d) Investments consisting of Deposit Accounts in which Collateral Agent has a perfected security interest;

(e) Investments in connection with Transfers permitted by Section 7.1;

(f) Investments consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business, and (ii) loans to employees, officers or directors relating to the purchase of equity securities of Borrower or its Subsidiaries pursuant to employee stock purchase plans or agreements approved by Borrower's board of directors, not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) in the aggregate for (i) and (ii) in any fiscal year;

(g) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business;

(h) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the ordinary course of business; provided that this paragraph (h) shall not apply to Investments of Borrower in any Subsidiary;

(i) Investments in any Subsidiary that is not a Loan Party, together with any amounts under the clause (i) in the definition of "Permitted Indebtedness", in an aggregate amount not to exceed One Million Dollars (\$2,000,000) in any fiscal year;

(j) non-cash Investments in joint ventures or strategic alliances in the ordinary course of Borrower's business consisting of the non exclusive licensing of technology, the development of technology or the providing of technical support; and

(k) investments (i) between Loan Parties and (ii) investments between non-Loan Party Subsidiaries.

"Permitted Licenses" are (a) licenses of over-the-counter software that is commercially available to the public, (b) non-exclusive and exclusive licenses for the use of the Intellectual Property of Borrower or any of its Subsidiaries

entered into in the ordinary course of business, (c) any license that constitutes an arms-length transaction, the terms of which, on their face, do not provide for a sale or assignment of any Intellectual Property and do not restrict the ability of Borrower or any of its Subsidiaries, as applicable, to pledge, grant a security interest in or lien on, or assign or otherwise transfer any Intellectual Property, (d) in the case of any exclusive license, (i) Borrower delivers ten (10) days' prior written notice and a brief summary of the terms of the proposed license to Collateral Agent and the Lenders and delivers to Collateral Agent and the Lenders copies of the final executed licensing documents in connection with the exclusive license promptly upon consummation thereof, (ii) any such license could not result in a legal transfer of title of the licensed property but may be exclusive in respects other than territory and may be exclusive as to territory only as to discrete geographical areas outside of the United States, (iii) all upfront payments, royalties, milestone payments or other proceeds arising from the licensing agreement that are payable to Borrower or any of its Subsidiaries are paid to a Deposit Account that is governed by a Control Agreement and (iv) no Event of Default has occurred or is continuing at the time of entering into such license; provided that, notwithstanding anything to the contrary herein, Permitted Third Party Agreements shall be Permitted Licenses.

“Permitted Liens” are:

(a) Liens existing on the Effective Date and disclosed on the Perfection Certificates or arising under this Agreement and the other Loan Documents;

(b) Liens for taxes, fees, assessments or other government charges or levies, either (i) not due and payable or (ii) being contested in good faith and for which Borrower maintains adequate reserves on its Books, provided that no notice of any such Lien has been filed or recorded under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted thereunder;

(c) liens securing Indebtedness permitted under clause (e) of the definition of “Permitted Indebtedness,” provided that (i) such liens exist prior to the acquisition of, or attach substantially simultaneous with, or within twenty (20) days after the, acquisition, lease, repair, improvement or construction of, such property financed or leased by such Indebtedness and (ii) such liens do not extend to any property of Borrower other than the property (and proceeds thereof) acquired, leased or built, or the improvements or repairs, financed by such Indebtedness;

(d) Liens of carriers, warehousemen, suppliers, or other Persons that are possessory in nature arising in the ordinary course of business so long as such Liens attach only to Inventory, securing liabilities in the aggregate amount not to exceed Fifty Thousand Dollars (\$50,000.00), and which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto;

(e) Liens to secure payment of workers' compensation, employment insurance, old age pensions, social security and other like obligations incurred in the ordinary course of business (other than Liens imposed by ERISA);

(f) Liens incurred in the extension, renewal or refinancing of the indebtedness secured by Liens described in (a) through (c), but any extension, renewal or replacement Lien must be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness may not increase;

(g) leases or subleases of real property granted in the ordinary course of Borrower's business (or, if referring to another Person, in the ordinary course of such Person's business), and leases, subleases, non-exclusive licenses or sublicenses of personal property (other than Intellectual Property) granted in the ordinary course of Borrower's business (or, if referring to another Person, in the ordinary course of such Person's business), if the leases, subleases, licenses and sublicenses do not prohibit granting Collateral Agent or any Lender a security interest therein;

(h) banker's liens, rights of setoff and Liens in favor of financial institutions incurred in the ordinary course of business arising in connection with Borrower's deposit accounts or securities accounts held at

such institutions solely to secure payment of fees and similar costs and expenses and provided such accounts are maintained in compliance with Section 6.6 hereof;

(i) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under Section 8.4 or 8.7;

(j) Liens securing Permitted Indebtedness described in clause (e) of the definition of Permitted Indebtedness so long as such Liens are restricted to the to the specific assets of Borrower with respect to which such Permitted Indebtedness was incurred;

(k) Permitted Licenses; and

(l) (i) with respect to any Permitted Royalty Transaction that is structured as a “true sale”, precautionary Liens on the applicable percentage of net sales of the applicable product or (ii) with respect to any Permitted Royalty Transaction that is not structured as a “true sale”, Liens on (x) the applicable percentage of net sales of the applicable Product that is the subject of such Permitted Royalty Transaction or (y) any other asset of the applicable Loan Party to such Permitted Royalty Transaction relating to the applicable product that is the subject of such Permitted Royalty Transaction so long as such Liens are subordinated to the Liens securing the Obligations pursuant to an intercreditor agreement on terms and conditions reasonably acceptable to the Required Lenders.

“**Permitted Refinancing**” is, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person; provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension and by an amount equal to any existing commitments unutilized thereunder, (b) such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a weighted average life to maturity equal to or greater than the weighted average life to maturity of, the Term Loans and (c) if the Indebtedness being refinanced or replaced is secured, such Indebtedness is not secured by any assets other than the collateral securing the Indebtedness being refinanced or replaced.

“**Permitted Royalty Transaction**” is royalty financing or similar transaction (including any royalty sale or any synthetic royalty financing) that does not exceed ten percent (10%) of the net sales in respect of any product of the applicable Loan Party; provided, that at least one product of any Loan Party that has received the FDA approval for sales and marketing is not encumbered by any such Permitted Royalty Financing transaction then in effect. Borrower is required to present a financial plan to Collateral Agent prior to consummation of a Permitted Royalty Transaction.

“**Permitted Third Party Agreements**” are (x) any nonexclusive licenses granted in the ordinary course of business and not for purposes of commercializing any Intellectual Property (including for purposes of joint development, manufacturing, distribution, partnership or similar purposes, including any licensing transactions with contract research organizations or contract manufacturing organizations) and (y) any licenses, sublicenses and similar and customary arrangements for the use of Intellectual Property solely in connection with contract manufacturing, contract research, distribution, supplier and other similar arrangements that are entered into in the ordinary course of business and not in connection with any monetization or revenue-specific purpose and for which no Borrower or its Affiliates will receive any consideration (whether in the form of cash, equity or otherwise).

“**Person**” is any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

“**Prime Rate**” is the Prime Rate published in The Wall Street Journal (or any successor publication if The Wall Street Journal is no longer published) in the “Money Rates” section (or such successor section).

“Prepayment Fee” is, with respect to any Term Loan subject to prepayment prior to the Maturity Date, whether by mandatory or voluntary prepayment, acceleration or otherwise, an additional fee payable to the Lenders in amount equal to:

(i) for a prepayment made on or after the Effective Date and through and including the date which is the first anniversary of the Effective Date, three percent (3.00%) of the principal amount of the Term Loans prepaid; provided, however, a prepayment may only be made on or prior to the first anniversary of the Effective Date pursuant to Section 2.2(c) (it being agreed and understood that no voluntary prepayment may be during such period);

(ii) for a prepayment made after the date which is the first anniversary of the Effective Date and through and including the date which is the second anniversary of the Effective Date, two percent (2.00%) of the principal amount of the Term Loans prepaid;

(iii) for a prepayment made after the date which is the second anniversary of the Effective Date through and including the date which is the third anniversary of the Effective Date, one percent (1.00%) of the principal amount of the Term Loan prepaid; and

(iv) for a prepayment made after the date which is the third anniversary of the Effective Date and prior to the Maturity Date, zero percent (0.00%) of the principal amount of the Term Loan prepaid.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, and whether tangible or intangible.

“Pro Rata Share” is, as of any date of determination, with respect to each Lender, a percentage (expressed as a decimal, rounded to the ninth decimal place) determined by dividing the outstanding principal amount of the Term Loan held by such Lender by the aggregate outstanding principal amount of the Term Loan.

“Registered Organization” is any “registered organization” as defined in the Code with such additions to such term as may hereafter be made under the Code.

“Registration” means any registration, authorization, approval, license, permit, clearance, certificate, and exemption issued or allowed by the FDA or state pharmacy licensing authorities (including, without limitation, new drug applications, abbreviated new drug applications, biologics license applications, investigational new drug applications, over-the-counter drug monograph, device pre-market approval applications, device pre-market notifications, investigational device exemptions, product recertifications, manufacturing approvals, registrations and authorizations, CE Marks, pricing and reimbursement approvals, labeling approvals or their foreign equivalent, controlled substance registrations, and wholesale distributor permits).

“Related Persons” means, with respect to any Person, each Affiliate of such Person and each director, officer, employee, agent, trustee, representative, attorney, accountant and each insurance, environmental, legal, financial and other advisor and other consultants and agents of or to such Person or any of its Affiliates.

“Required Lenders” means (i) for so long as all of the Persons that are Lenders on the Effective Date (each an **“Original Lender”**) have not assigned or transferred any of their interests in the Term Loan, Lenders holding one hundred percent (100%) of the aggregate outstanding principal balance of the Term Loan, or (ii) at any time from and after any Original Lender has assigned or transferred any interest in its Term Loan, Lenders holding at least fifty one percent (51%) of the aggregate outstanding principal balance of the Term Loan.

“Requirement of Law” is as to any Person, the organizational or governing documents of such Person, and any law (statutory or common), treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“**Responsible Officer**” is any of the President, Chief Executive Officer or Chief Financial Officer of Borrower acting alone.

“**Secured Promissory Note**” is defined in Section 2.6.

“**Secured Promissory Note Record**” is a record maintained by each Lender with respect to the outstanding Obligations owed by Borrower to Lender and credits made thereto.

“**Securities Account**” is any “securities account” as defined in the Code with such additions to such term as may hereafter be made under the Code.

“**Solvent**” is, with respect to any Person: the fair salable value of such Person’s consolidated assets (including goodwill minus disposition costs) exceeds the fair value of such Person’s liabilities; such Person is not left with unreasonably small capital after the transactions in this Agreement; and such Person is able to pay its debts (including trade debts) as they mature in the ordinary course (without taking into account any forbearance and extensions related thereto).

“**Stock Purchase Agreement**” is that certain stock purchase agreement, dated as of the Effective Date, by and between the Parent and Collateral Agent.

“**Subordinated Debt**” is indebtedness incurred by Borrower or any of its Subsidiaries subordinated to all Indebtedness of Borrower and/or its Subsidiaries to the Lenders (pursuant to a subordination, intercreditor, or other similar agreement in form and substance satisfactory to Collateral Agent and the Lenders entered into between Collateral Agent, Borrower, and/or any of its Subsidiaries, and the other creditor), on terms acceptable to Collateral Agent and the Lenders.

“**Subsidiary**” is, with respect to any Person, any Person of which more than fifty percent (50%) of the voting stock or other equity interests (in the case of Persons other than corporations) is owned or controlled, directly or indirectly, by such Person or through one or more intermediaries. Unless otherwise specified, references herein to a Subsidiary means a Subsidiary of Borrower.

“**Term Loan Commitment**” is, for any Lender, the obligation of such Lender to make the Term Loan, up to the principal amount shown on Schedule 1.1. “**Term Loan Commitments**” means the aggregate amount of such commitments of all Lenders.

“**Term B Draw Period**” is the period commencing on the later of (i) the first date on which Borrower achieves the Term B Milestone and (ii) November 1, 2022 and ending on the earlier of (i) June 30, 2024 and (ii) the occurrence of an Event of Default (unless such Event of Default is waived by Collateral Agent and Lenders for the purposes of the continuation of the Term B Draw Period).

“**Term B Milestone**” is the receipt by Borrower of top-line data that include a statistically significant result from the primary endpoint analysis or secondary endpoint analysis of any experimental arm in the Phase 3 clinical trial for either (A) Borrower’s product candidate Lonafarnib for treatment of Hepatitis Delta Virus or (B) of Borrower’s product candidate Peginterferon Lambda for treatment of Hepatitis Delta Virus.

“**Term C Draw Period**” is the period commencing on the later of (i) the first date on which Borrower achieves the Term C Milestone and (ii) November 1, 2022 and ending on the earlier of (i) June 30, 2024 and (ii) the occurrence of an Event of Default (unless such Event of Default is waived by Collateral Agent and Lenders for the purposes of the continuation of the Term C Draw Period).

“**Term C Milestone**” is the receipt by Borrower of either (A) FDA approval of a new drug application (“**NDA**”) Borrower’s product candidate Lonafarnib for treatment of Hepatitis Delta Virus or (B) FDA approval of a NDA or biologics license application or FDA issuance of an emergency use authorization (“**EUA**”) for any other product candidate of Borrower (including, without limitation, issuance of an EUA for Borrower’s product candidate Peginterferon Lambda for treatment of COVID-19).

“**Trademarks**” means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower and each of its Subsidiaries connected with and symbolized by such trademarks.

“**TTM Revenue**” means trailing twelve (12) months aggregate consolidated revenue of Borrower and its Subsidiaries, determined in accordance with GAAP, as of any date of determination.

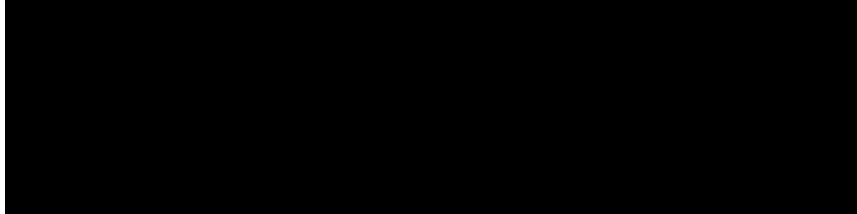
“**UCC**” means Uniform Commercial Code as in effect from time to time in the State of New York; provided, if by reason of mandatory provisions of Law, the perfection, the effect of perfection or non-perfection or the priority of the security interests of the Collateral Agent in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

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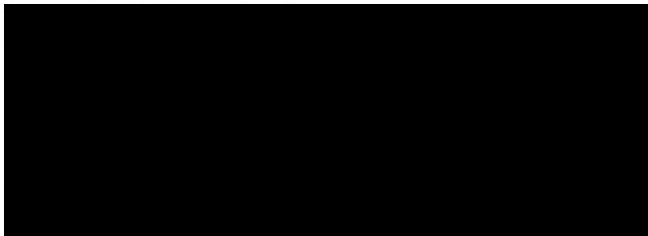
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

BORROWER:

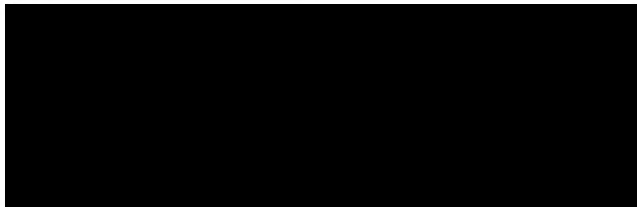
EIGER BIOPHARMACEUTICALS, INC.



EB PHARMA, LLC



EBPI MERGER, INC.



COLLATERAL AGENT AND LENDER:

INNOVATUS LIFE SCIENCES LENDING FUND I, LP

By: Innovatus Life Sciences GP, LP

Its: General Partner

By _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

BORROWER:

EIGER BIOPHARMACEUTICALS, INC.

By _____
Name: _____
Title: _____

EB PHARMA, LLC

By _____
Name: _____
Title: _____

EBPI MERGER, INC.

By _____
Name: _____
Title: _____

COLLATERAL AGENT AND LENDER:



EXHIBIT B

**SECURED PROMISSORY NOTE
(Term A Loan)**

\$40,000,000.00

Dated: June 1, 2022

FOR VALUE RECEIVED, the undersigned, EIGER BIOPHARMACEUTICALS, INC., a Delaware corporation (“**Parent**”), EB Pharma, LLC, a Delaware limited liability company (“**EB Pharma**”) and EBPI Merger, Inc., a Delaware corporation (“**EBPI**”), each with offices located at 2155 Park Blvd., Palo Alto, CA 94306 (Parent, EB Pharma and EBPI, individually and collectively, jointly and severally, “**Borrower**”) HEREBY PROMISES TO PAY to the order of INNOVATUS LIFE SCIENCES LENDING FUND I, LP (“**Lender**”) the principal amount of FORTY MILLION DOLLARS (\$40,000,000.00) or such lesser amount as shall equal the outstanding principal balance of the Term A Loan made to Borrower by Lender, plus interest on the aggregate unpaid principal amount of such Term A Loan, at the rates and in accordance with the terms of the Loan and Security Agreement dated June 1, 2022 by and among Borrower, Lender, INNOVATUS LIFE SCIENCES LENDING FUND I, LP, as Collateral Agent, and the other Lenders from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). If not sooner paid, the entire principal amount and all accrued and unpaid interest hereunder shall be due and payable on the Maturity Date as set forth in the Loan Agreement. Any capitalized term not otherwise defined herein shall have the meaning attributed to such term in the Loan Agreement.

Principal, interest and all other amounts due with respect to the Term A Loan, are payable in lawful money of the United States of America to Lender as set forth in the Loan Agreement and this Secured Promissory Note (this “**Note**”). The principal amount of this Note and the interest rate applicable thereto, and all payments made with respect thereto, shall be recorded by Lender and, prior to any transfer hereof, endorsed on the grid attached hereto which is part of this Note.

The Loan Agreement, among other things, (a) provides for the making of a secured Term A Loan by Lender to Borrower, and (b) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events.

This Note may not be prepaid except as set forth in Section 2.2 (c) and Section 2.2(d) of the Loan Agreement.

This Note and the obligation of Borrower to repay the unpaid principal amount of the Term A Loan, interest on the Term A Loan and all other amounts due Lender under the Loan Agreement is secured under the Loan Agreement and other applicable Loan Documents.

Presentment for payment, demand, notice of protest and all other demands and notices of any kind in connection with the execution, delivery, performance and enforcement of this Note are hereby waived.

Borrower shall pay all reasonable fees and expenses, including, without limitation, reasonable attorneys’ fees and costs, incurred by Lender in the enforcement or attempt to enforce any of Borrower’s obligations hereunder not performed when due, as limited in the Loan Agreement and other applicable Loan Documents.

This Note shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York.

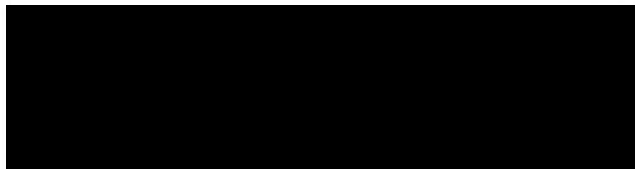
The ownership of an interest in this Note shall be registered on a record of ownership maintained by Lender or its agent. Notwithstanding anything else in this Note to the contrary, the right to the principal of, and stated interest on, this Note may be transferred only if the transfer is registered on such record of ownership and the transferee is identified as the owner of an interest in the obligation. Borrower shall be entitled to treat the registered holder of this Note (as recorded on such record of ownership) as the owner in fact thereof for all purposes and shall not be bound to recognize any equitable or other claim to or interest in this Note on the part of any other person or entity.

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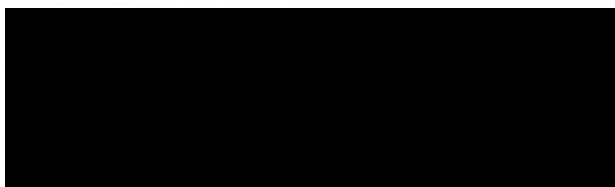
IN WITNESS WHEREOF, Borrower has caused this Note to be duly executed by one of its officers thereunto duly authorized on the date hereof.

BORROWER:

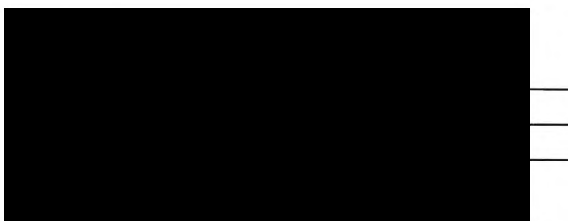
EIGER BIOPHARMACEUTICALS, INC.
EB PHARMA, LLC
EBPI MERGER, INC.



EB PHARMA, LLC



EBPI MERGER, INC.



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 1, 2022 (the “**Effective Date**”) by and between INNOVATUS LIFE SCIENCES LENDING FUND I, LP, a Delaware limited partnership as collateral agent for the Lenders (the “**Lenders**”) described in the Loan Agreement (in such capacity, the “**Collateral Agent**”) and EIGER BIOPHARMACEUTICALS, INC., a Delaware corporation (“**Parent**”), EB Pharma, LLC, a Delaware limited liability company (“**EB Pharma**”), and EBPI MERGER, INC., a Delaware corporation (“**EBPI**” and together with Parent and EB Pharma, individually and collectively, jointly and severally, the “**Grantor**”).

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Intellectual Property constituting Collateral to secure the Obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property constituting Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof constituting Collateral.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies. To the extent there is any conflict between the terms of this Intellectual Property Security Agreement and the Loan Agreement, the Loan Agreement shall control.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

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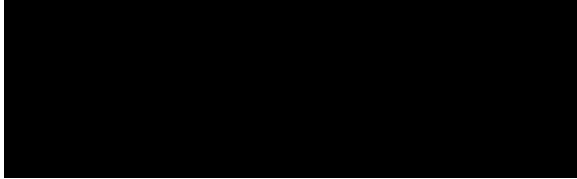
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

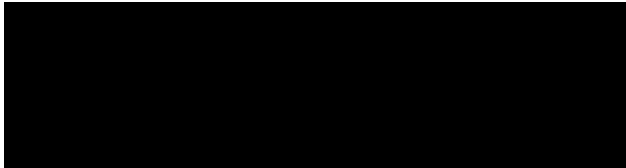
Address of Grantor:
2155 Park Blvd.
Palo Alto, CA 94306



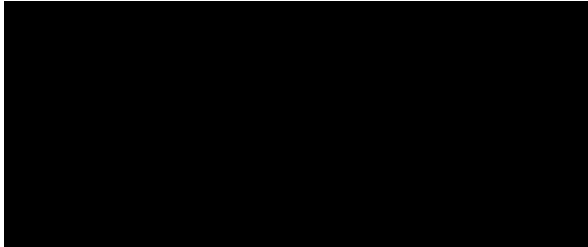
EIGER BIOPHARMACEUTICALS, INC.



EB PHARMA, LLC



EBPI MERGER, INC.



IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:
2155 Park Blvd.
Palo Alto, CA 94306



GRANTOR:

EIGER BIOPHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____

EB PHARMA, LLC

By: _____
Name: _____
Title: _____

EBPI MERGER, INC.

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

INNOVATUS LIFE SCIENCES LENDING
FUND I, LP

By: Innovatus Life Sciences GP, LP
Its: General Partner

Address of Lender:

777 Third Avenue, 25th Floor
New York, NY 10017

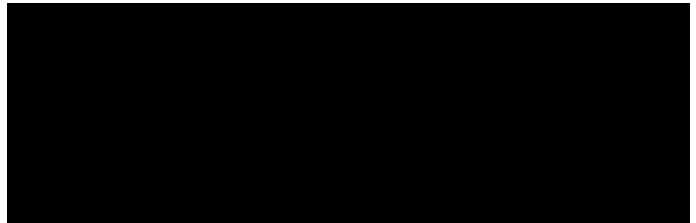
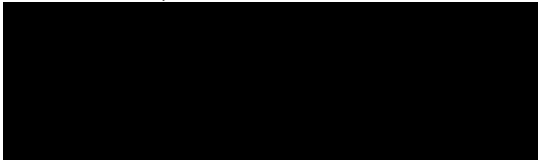


EXHIBIT A

COPYRIGHTS

None.

EXHIBIT B

PATENTS

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
1.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Australia	2019359807	1-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
2.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Brazil	BR112021006 968-2	12-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
3.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Canada	3115527	6-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
4.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Chile	CL00892-2021	12-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
5.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	China	201980068180 .8	15-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
6.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	European Union	19873113.5	14-MAY-2021		Eiger BioPharmaceuticals, Inc.	Pending
7.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	India	202117020698	6-MAY-2021		Eiger BioPharmaceuticals, Inc.	Pending
8.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Israel	282059	5-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
9.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Japan	2021-545283	14-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
10.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	USA	17285039	13-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
11.	Buffered formulations of Exendin (9-39).	Australia	2017361539	19-JUN-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
12.	Buffered formulations of Exendin (9-39).	Brazil	BR1120190102 36-1	20-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
13.	Buffered formulations of Exendin (9-39).	Canada	3043899	14-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
14.	Buffered formulations of Exendin (9-39).	Chile	CL 01366-2019	20-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
15.	Buffered formulations of Exendin (9-39).	China	201780078743. 2	19-JUN-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
16.	Buffered formulations of Exendin (9-39).	European Union	17871296.4	21-JUN-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
17.	Buffered formulations of Exendin (9-39).	Hong Kong	62020003841.7	06-MAR-2020		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
18.	Buffered formulations of Exendin (9-39).	India	20191702094 4	27-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
19.	Buffered formulations of Exendin (9-39).	Israel	266568	12-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
20.	Buffered formulations of Exendin (9-39).	Japan	2019-527188	20-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
21.	Buffered formulations of Exendin (9-39).	USA	11020484 16461329	01-JUN-2021 15-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Granted
22.	Buffered formulations of Exendin (9-39).	USA	17306782	03-MAY-2021		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
23.	Combination therapy and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	Australia	2018375298	8-MAY-2020		Eiger BioPharmaceuticals, Inc.	Pending
24.	Combination therapy and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	Canada	3082178	7-MAY-2020		Eiger BioPharmaceuticals, Inc.	Pending
25.	Combination therapy and pharmaceutical compositions for the	China	201880076561 .6	27-MAY-2020		Eiger BioPharmaceuticals, Inc.	Pending

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
	treatment of non-alcoholic steatohepatitis.						
26.	Combination therapy and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	European Union	18883621.7	26-JUN-2020		Eiger BioPharmaceuticals, Inc.	Pending
27.	Combination therapy and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	Japan	2020-546307	27-MAY-2020		Eiger BioPharmaceuticals, Inc.	Pending
28.	Method of treating laminopathies.	USA	17699725	--		Eiger BioPharmaceuticals, Inc.	Pending
29.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	China	201780065451.5	23-APR-2019		Eiger BioPharmaceuticals, Inc.	Pending
30.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	European Union	17857443.0	18-MAR-2019		Eiger BioPharmaceuticals, Inc.	Pending
31.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	Hong Kong	62020002206.4	4-FEB-2020		Eiger BioPharmaceuticals, Inc.	Pending
32.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	Japan	7022136 2019-538108	17-FEB-2021 18-MAR-2019		Eiger BioPharmaceuticals, Inc.	Granted
33.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	S. Korea	10-2019-7011062	17-APR-2019		Eiger BioPharmaceuticals, Inc.	Pending
34.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	USA	10588880 16335662	17-MAR-2020 21-MAR-2019		Eiger BioPharmaceuticals, Inc.	Granted
35.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	USA	16781971	04-FEB-2020		Eiger BioPharmaceuticals, Inc.	Pending
36.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	USA	16768000	28-MAY-2020		Eiger BioPharmaceuticals, Inc.	Pending
37.	Pharmaceutical compositions comprising	China	ZL2016800234 13.9 201680023413.	01-DEC-2020 21-APR-2016		Eiger BioPharmaceuticals, Inc.	Granted

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
	lonafarnib and ritonavir.		9				
38.	Pharmaceutical compositions comprising lonafarnib and ritonavir.	European Union ¹	EP3285768 16783855.6	30-DEC-2020 21-APR-2016		Eiger BioPharmaceuticals, Inc.	Granted
39.	Pharmaceutical compositions comprising lonafarnib and ritonavir.	Japan	2017-555331	21-APR-2016		Eiger BioPharmaceuticals, Inc.	Pending
40.	Pharmaceutical compositions comprising lonafarnib and ritonavir.	S. Korea	10-2017- 7033536	21-APR-2016		Eiger BioPharmaceuticals, Inc.	Pending
41.	Pharmaceutical compositions comprising lonafarnib and ritonavir.	USA	10835496 15567444	17-NOV-2020 18-OCT-2017		Eiger BioPharmaceuticals, Inc.	Granted
42.	Pharmaceutical compositions comprising lonafarnib and ritonavir.	USA	17073920	19-OCT-2020		Eiger BioPharmaceuticals, Inc.	Pending
43.	Sarpogrelate in therapies for pulmonary hypertension	USA	63243556	13-SEP-2021		Eiger BioPharmaceuticals, Inc.	Pending
44.	Sarpogrelate in therapies for secondary Raynaud's disease.	USA	63243591	13-SEP-2021		Eiger BioPharmaceuticals, Inc.	Pending
45.	Treatment of cancers.	USA	63266707	12-JAN-2022		Eiger BioPharmaceuticals, Inc.	Pending
46.	Methods to treat hepatitis delta viral infections.	Australia	2020368402	1-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
47.	Methods to treat hepatitis delta viral infections.	Brazil	BR112022006 913-8	11-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
48.	Methods to treat hepatitis delta viral infections.	Canada	3156679	1-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
49.	Methods to treat hepatitis delta viral infections.	China	202080072840 .2	18-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
50.	Methods to treat hepatitis delta viral infections.	Israel	291780	29-MAR-2022		Eiger BioPharmaceuticals, Inc.	Pending
51.	Methods to treat hepatitis delta viral infections.	Japan	2022-522957	15-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
52.	Methods to treat hepatitis delta viral infections.	Mexico	MX/A/2022/004 399	11-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
53.	Methods to treat hepatitis delta viral infections.	Russian Federation	2022108826	4-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
54.	Methods to treat hepatitis delta viral infections.	S. Africa	2022/04021	8-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
55.	Methods to treat hepatitis delta viral infections.	Ukraine	A202201069	1-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending

¹ EP3285768 has been validated or is in the process of being validated in the following countries: Austria, Belgium, Bulgaria, Switzerland, Czech Republic, Germany, Denmark, Spain, Finland, France, United Kingdom, Hungary, Italy, Romania, Sweden, and Turkey.

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
56.	Methods to treat hepatitis delta viral infections.	USA	17754587	06-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
57.	Treatment of hepatitis delta virus infection.	China	ZL201580023585.1	28-FEB-2020 01-MAY-2015		Eiger BioPharmaceuticals, Inc.	Granted
58.	Treatment of hepatitis delta virus infection.	China	202010069655.X	21-JAN-2020		Eiger BioPharmaceuticals, Inc.	Pending
59.	Treatment of hepatitis delta virus infection.	European Union ²	EP3137078 15785846.5	20-MAR-2019 01-MAY-2015		Eiger BioPharmaceuticals, Inc.	Granted
	Treatment of hepatitis delta virus infection.	European Union	19162000.4	01-MAY-2015		Eiger BioPharmaceuticals, Inc.	Pending
60.	Treatment of hepatitis delta virus infection.	Japan	6490800 2017-510458	27-MAR-2019 01-MAY-2015		Eiger BioPharmaceuticals, Inc.	Granted
61.	Treatment of hepatitis delta virus infection.	S. Korea	10-2016-7033817	01-MAY-2015		Eiger BioPharmaceuticals, Inc.	Pending
62.	Treatment of hepatitis delta virus infection.	China	201680073916.7	26-OCT-2016		Eiger BioPharmaceuticals, Inc.	Pending
63.	Treatment of hepatitis delta virus infection.	European Union ³	EP3370723 16862727.1	16-DEC-2020 26-OCT-2016		Eiger BioPharmaceuticals, Inc.	Granted
64.	Treatment of hepatitis delta virus infection.	European Union	20214179.2	15-DEC-2020		Eiger BioPharmaceuticals, Inc.	Pending
65.	Treatment of hepatitis delta virus infection.	Japan	2018-542682	26-OCT-2016		Eiger BioPharmaceuticals, Inc.	Granted
66.	Treatment of hepatitis delta virus infection.	S. Korea	10-2018-7014733	26-OCT-2016		Eiger BioPharmaceuticals, Inc.	Pending
67.	Treatment of hepatitis delta virus infection.	USA	10076512 15335327	18-SEP-2018 26-OCT-2016		Eiger BioPharmaceuticals, Inc.	Granted
68.	Treatment of hepatitis delta virus infection.	USA	10828283 16052386	10-NOV-2020 01-AUG-2018		Eiger BioPharmaceuticals, Inc.	Granted
69.	Treatment of hepatitis delta virus infection.	USA	11311519 16996147	26-APR-2022 18-AUG-2020		Eiger BioPharmaceuticals, Inc.	Granted
70.	Treatment of hepatitis delta virus infection.	USA	17655470	18-MAY-2022		Eiger BioPharmaceuticals, Inc.	Pending
71.	Treatment of hepatitis delta virus infection.	European Union	15865819.5	03-DEC-2015		Eiger BioPharmaceuticals, Inc.	Pending
72.	Treatment of hepatitis delta virus infection.	Japan	2020-152721	11-SEP-2020		Eiger BioPharmaceuticals, Inc.	Pending
73.	Treatment of hepatitis delta virus infection.	USA	17197687	10-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
74.	Treatment of hepatitis delta virus infection with interferon lambda.	Australia	2019325693	16-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
75.	Treatment of hepatitis delta virus infection with interferon lambda.	Brazil	BR112021003204-5	22-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
76.	Treatment of hepatitis	Canada	3109955	17-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending

² EP3137078 has been validated or is in the process of being validated in the following countries: Austria, Belgium, Bulgaria, Switzerland, Cyprus, Czechia, Germany, Denmark, Estonia, Spain, Finland, France, United Kingdom, Greece, Hungary, Ireland, Iceland, Italy, Liechtenstein, Lithuania, Luxembourg, Latvia, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Sweden, Slovenia, Slovakia, and Turkey.

³ EP3370723 has been validated or is in the process of being validated in the following countries: Belgium, Bulgaria, Switzerland, Cyprus, Czechia, Germany, Denmark, Estonia, Spain, Finland, France, United Kingdom, Greece, Hungary, Italy, and Romania.

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
	delta virus infection with interferon lambda.						
77.	Treatment of hepatitis delta virus infection with interferon lambda.	China	201980055328.40	23-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
78.	Treatment of hepatitis delta virus infection with interferon lambda.	Eurasia	202190594	22-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
79.	Treatment of hepatitis delta virus infection with interferon lambda.	European Union	19853099.0	22-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
80.	Treatment of hepatitis delta virus infection with interferon lambda.	India	202117012318	22-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
81.	Treatment of hepatitis delta virus infection with interferon lambda.	Israel	280869	15-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
82.	Treatment of hepatitis delta virus infection with interferon lambda.	Japan	2021-510076	22-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
83.	Treatment of hepatitis delta virus infection with interferon lambda.	Mexico	MX/A/2021/002147	23-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
84.	Treatment of hepatitis delta virus infection with interferon lambda.	S. Africa	2021/01370	26-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
85.	Treatment of hepatitis delta virus infection with interferon lambda.	S. Korea	10-2021-7008138	18-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
86.	Treatment of hepatitis delta virus infection with interferon lambda.	USA	17268657	17-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
87.	Treatment of hepatitis delta virus infection with interferon lambda.	China	201780020097.4	17-FEB-2017		Eiger BioPharmaceuticals, Inc.	Pending
88.	Treatment of hepatitis delta virus infection with interferon lambda.	European Union ⁴	EP3416675 17753966.5	24-MAR-2021 17-FEB-2017		Eiger BioPharmaceuticals, Inc.	Granted
89.	Treatment of hepatitis delta virus infection with interferon lambda.	European Union	21164362.2	23-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
90.	Treatment of hepatitis delta virus infection with interferon lambda.	Japan	2018-543599	17-FEB-2017		Eiger BioPharmaceuticals, Inc.	Pending
91.	Treatment of hepatitis delta virus infection with interferon lambda.	S. Korea	10-2018-7026586	17-FEB-2017		Eiger BioPharmaceuticals, Inc.	Pending

⁴ EP3416675 has been validated or is in the process of being validated in the following countries: Albania, Austria, Belgium, Bulgaria, Switzerland, Liechtenstein, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, Greece, Croatia, Hungary, Ireland, Iceland, Italy, Lithuania, Luxembourg, Latvia, Monaco, Republic of Macedonia, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Sweden, Slovenia, Slovakia, San Marino, Turkey, and the United Kingdom.

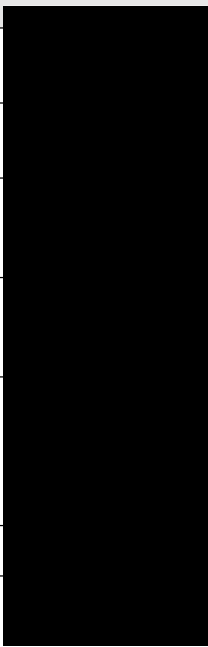
No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
92.	Treatment of hepatitis delta virus infection with interferon lambda.	USA	10953072 15999239	23-MAR-2021 17-AUG-2018		Eiger BioPharmaceuticals, Inc.	Granted
93.	Treatment of hepatitis delta virus infection with interferon lambda.	USA	17178424	18-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
94.	Treatment of hyperinsulinemic hypoglycemia with exendin-4 derivatives.	USA	10653753 16081578	19-MAY-2020 31-AUG-2018		Eiger BioPharmaceuticals, Inc.	Granted
95.	Treatment of hyperinsulinemic hypoglycemia with exendin-4 derivatives.	USA	11116820 16852192	14-SEP-2021 17-APR-2020		Eiger BioPharmaceuticals, Inc.	Granted
96.	Compositions of Exendin-4 derivatives. (Treatment of hyperinsulinemia hypoglycemia with exendin-4 derivatives.)	USA	17398551	10-AUG-2021		Eiger BioPharmaceuticals, Inc.	Pending
97.	Treatment of tuberous sclerosis complex.	USA	63212931	21-JUN-2021		Eiger BioPharmaceuticals, Inc.	Pending
98.	Treatment of congenital hyperinsulinism with avexitide.	USA	63213051	21-JUN-2021		Eiger BioPharmaceuticals, Inc.	Pending

EXHIBIT C

TRADEMARKS

No.	Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
1.	EIGER ONE CARE	European Union	018289845 17-Aug-20	018289845 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
2.	EIGER ONE CARE	United Kingdom	UK00918289845 17-Aug-20	UK00918289845 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
3.	EIGER ONE CARE	USA	90112290 Aug. 13, 2020	--	Eiger BioPharmaceuticals, Inc.	Pending Intent to Use
4.	EIGER ONECARE	European Union	018289844 17-Aug-20	018289844 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
5.	EIGER ONECARE	United Kingdom	UK00918289844 17-Aug-20	UK00918289844 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
6.	EIGER ONECARE	USA	90087464 Aug. 01, 2020	6336946 Apr. 27, 2021	Eiger BioPharmaceuticals, Inc.	Registered
7.	EIGERCARE	European Union	01833990 4-May-20	01833990 5-Sep-20	Eiger BioPharmaceuticals, Inc.	Registered
8.	EIGERCARE	United Kingdom	UK00003489980 14-May-20	UK00003489980 4-Sep-20	Eiger BioPharmaceuticals, Inc.	Registered
9.	EIGERCARE	United Kingdom	UK00918233990 4-May-20	UK00918233990 5-Sep-20	Eiger BioPharmaceuticals, Inc.	Registered
10.	EIGERONECARE	European Union	018289843 17-Aug-20	018289843 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
11.	EIGERONECARE	United Kingdom	UK00918289843 17-Aug-20	UK00918289843 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
12.	EIGERONECARE	USA	90087462 Aug. 01, 2020	6336945 Apr. 27, 2021	Eiger BioPharmaceuticals, Inc.	Registered
13.	ZOKINVY	European Union	018256186 18-Jun-20	018256186 20-Oct-20	Eiger BioPharmaceuticals, Inc.	Registered
14.	ZOKINVY	Switzerland	1543058 (IR) 24-JUN-2020	1543058 (IR) 24-JUN-2020	Eiger BioPharmaceuticals, Inc.	Registered
15.	ZOKINVY	United Kingdom	UK00918256186 18-Jun-20	UK00918256186 20-Oct-20	Eiger BioPharmaceuticals, Inc.	Registered
16.	ZOKINVY	United Kingdom	1543058 (IR) 24-JUN-2020	1543058 (IR) 24-JUN-2020	Eiger BioPharmaceuticals, Inc.	Registered
17.	ZOKINVY	USA	90005739 Jun. 17, 2020	6317378 Apr. 06, 2021	Eiger BioPharmaceuticals, Inc.	Registered

SECURITIES ACCOUNT CONTROL AGREEMENT

This Securities Account Control Agreement ("Agreement") is made this 28th day of June, 2022, by and among Eiger BioPharmaceuticals, Inc. ("Customer"), Innovatus Life Sciences Lending Fund I, LP ("Creditor") and J.P. Morgan Securities LLC ("Broker"). All references herein to the "UCC" shall mean the Uniform Commercial Code as in effect in the State of New York as of the date of this Agreement.

WHEREAS, Customer maintains an account with Broker and has granted Broker and its affiliates (collectively, "JP Morgan" and each affiliate, individually, a "JP Morgan entity") a first priority, perfected security interest in a securities account pursuant to that form of customer agreement ("Customer Agreement") to secure payment of all of Customer's obligations under such Customer Agreement;

WHEREAS, Customer has granted Creditor a junior security interest in the financial assets held in the Account (defined below) to secure payment of Customer's obligations to Creditor;

WHEREAS, the parties are entering into this Agreement to allow for Creditor to perfect its junior security interest in the financial assets held in the Account; and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound, the parties hereto agree as follows:

Section 1. The Securities Account. Broker hereby represents, warrants to and covenants with Creditor that:

- (a) Broker has established a securities account No. [REDACTED] (together with any successor or replacement account, the "Account"), which Account holds as of the date hereof certain book-entry financial assets for which Customer has fully paid.
- (b) In accordance with this Agreement, Broker agrees to register the Account on its books and records with the title " Innovatus Life Sciences Lending Fund I, LP as (Name of Creditor) Secured Party of Eiger BioPharmaceuticals, Inc. ," (Name of Customer)

with such abbreviations as may be required to comply with the operating systems maintained by Broker for Customer, but shall not take any further action to reflect the security interest of the Creditor in the Account.

- (c) Schedule A hereto is a statement produced by Broker regarding the property credited to the Account as of such statement's date.
- (d) As of the date hereof, Broker has not received notice of any liens, claims or encumbrances with respect to the Account, except with respect to (i) Creditor pursuant to this Agreement and (ii) liens held by JP Morgan pursuant to the Customer Agreement, and Broker has not confirmed any interest in the Account to any persons other than Creditor and JP Morgan.
- (e) The Account is and shall continue to be governed by the terms of the Customer Agreement and, if applicable, an investment advisory agreement executed by Customer.

Section 2. Entitlement Orders.

- (a) Subject to the Customer Agreement, if at any time Broker shall receive any order from Creditor directing transfer or redemption of any financial asset held in the Account, Broker shall comply with such Entitlement Order (as defined in Section 8-102(a)(8) of the UCC) without the further consent of Customer.
- (b) If Customer is otherwise entitled to issue Entitlement Orders and an Entitlement Order conflicts with any Entitlement Order issued by Creditor, Broker shall follow the Entitlement Orders issued by Creditor without the further consent of Customer.

Section 3. Subordination of Rights and Priority of Broker's Security Interest.

- (a) Broker agrees that the assets held in the Account shall not be used to satisfy obligations of Customer arising out of any activities in any of the Customer's accounts other than the Account.
- (b) Creditor acknowledges that pursuant to the terms of the Customer Agreement, Customer has granted JP Morgan a first priority, perfected security interest in the Account to secure the payment of Customer's obligations under such Customer Agreement ("Broker Indebtedness"). Creditor further acknowledges and agrees that satisfaction of an indebtedness owed by Customer to Creditor shall be subordinated to the satisfaction of Broker Indebtedness and shall be subject in right of payment and discharge to the prior indefeasible payment in full of the Broker Indebtedness.

Section 4. Maintenance of the Account.

-
- (a) Statements, Confirmations and Proxies. Broker shall provide to Creditor, with duplicate copies to Customer, copies of statements of account, confirmations and other correspondence concerning the Account. Unless otherwise specified in the investment advisory agreement for the Account (where applicable) Broker shall send proxies to Creditor.
 - (b) Free Deliveries. Broker shall, without requiring Creditor's prior written consent, make any free deliveries of funds or securities to Customer from the Account including, but not limited to, (w) cash distributions (including cash dividends or interest paid on assets held in the Account); (x) stock dividends; (y) distributions in property; or (z) cash returns of capital from the Account until such time as Broker is in receipt of a Notice of Sole Control pursuant to Section 4(c) herein.
 - (c) Notice of Sole Control. If Broker receives from Creditor a Notice of Sole Control in substantially the form set forth in Exhibit A hereto, Broker will discontinue taking any instructions with respect to Account from Customer and any designee. A Notice of Sole Control shall be deemed received by Broker only upon telephonic confirmation of its receipt by an authorized person at Broker to whom such Notice of Sole Control was mailed as provided herein.

With respect to J.P. Morgan Securities Accounts, the Notice of Sole Control shall be addressed to [REDACTED], or the margin manager for the Customer's account in the Margin Department, and shall be delivered to the following address: [REDACTED]

- (d) Voting Rights. Creditor shall not direct Broker with respect to the voting of any financial assets held in the Account.
- (e) Tax Reporting. All items of income, gain, expense and loss recognized in the Account shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Customer.

Section 5. Broker's Responsibility.

- (a) This Agreement does not create any obligation of Broker except those expressly set forth in this Agreement. Without limiting the generality of the foregoing, Broker shall not be subject to, nor have any duty or obligation whatsoever of any kind or character to have knowledge of or recognize, the terms of any agreement between Customer and Creditor.
- (b) Broker may rely and shall be protected in acting upon any notice, instruction, or other communication provided by either Creditor or Customer, as the case may be, including, without limitation, the Notice of Sole Control which it reasonably believes to be genuine and authorized.
- (c) Each of Customer and Creditor hereby agree that Broker shall have no liability to either Customer or Creditor arising from the terms of this Agreement or for any action or failure to act by Broker with respect to the terms hereof.
- (d) In the event that Broker is sued or becomes involved in litigation or proceeding as a result of complying with instructions from Creditor or Customer, as the case may be, each of Customer and Creditor agree that Broker shall be entitled to charge all the costs and fees (including reasonable attorneys' fees and expenses) incurred by it in connection with such litigation to the assets in the Account or in Broker's sole discretion, to the assets in any other account of Customer held by or through JP Morgan and to withdraw such sums as the costs and charges accrue, and Customer shall be personally liable to Broker for any deficiency resulting therefrom.

Section 6. Indemnity and Release.

- (a) Customer shall indemnify and hold harmless Broker, its affiliates, their respective officers, directors, employees and agents from and against any and all losses, claims, causes of action, liabilities, lawsuits, demands and/or damages, including, without limitation, any and all court costs and reasonable attorneys' fees and expenses (collectively, "Losses") arising out of or in connection with this Agreement, or any action or failure to act by Broker with respect to this Agreement, including but not limited to compliance with instructions from Creditor in accordance with this Agreement.
- (b) Creditor shall release and discharge Broker, its affiliates, their respective officers, directors, employees and agents from and against any and all liability for any Losses arising out of or incurred in connection with Broker accepting orders from Customer or such other person or entity authorized by Customer to trade securities held in the Account until such time as a Notice of Sole Control is received by Broker.

Section 7. Conflict with Other Agreements.

- (a) Broker hereby confirms and agrees that it has not entered into, and until termination of this Agreement will not enter into, any agreement with any other person, except its affiliates, relating to the Account and/or any financial assets credited thereto pursuant to which it has agreed to comply with Entitlement Orders of such other person.
- (b) The parties agree that the terms of the Customer Agreement shall continue to apply to the Account. In the event of a conflict between the express terms of this Agreement and the Customer Agreement, the terms of this Agreement shall prevail.

Section 8. Representations.


- (a) Creditor represents and covenants that: (i) it is authorized to enter into this Agreement and perform its obligations hereunder; (ii) the person who is executing this Agreement on its behalf is duly authorized to sign this Agreement in its name; and (iii) if the Account qualifies as an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act, it is not a party in interest with respect to such plan.
- (b) Customer represents and covenants that: (i) the Account does not presently and at no time shall contain (A) any securities on margin (B) physical securities or (C) securities pledged to a third party other than JP Morgan and the Creditor, (ii) it is authorized to enter into this Agreement and perform its obligations hereunder; and (iii) the person who is executing this Agreement on its behalf is duly authorized to sign this Agreement in its name.
- (c) Broker represents and covenants that: (i) it is authorized to enter into this Agreement and perform its obligations hereunder; and (ii) the person who is executing this Agreement on its behalf is duly authorized to sign this Agreement in its name.

Section 9. Changes in Writing. No modification, amendment or waiver of any provision of this Agreement nor consent to any departure by any party therefrom will be binding unless made in a writing signed by all parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

Section 10. Notices.

Except as otherwise set forth herein, all notices, demands, requests, consents, approval and other communications (“Notices”) required or permitted hereunder must be in writing and shall be deemed effective upon receipt if (i) delivered personally, (ii) sent by facsimile transmission with confirmation of delivery, or (iii) sent by nationally recognized overnight courier service, freight pre-paid, addressed to the party at the address set forth below.

Eiger BioPharmaceuticals, Inc.
Name of Customer



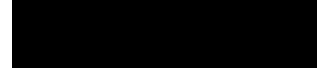
2155 Park Blvd
Street Address

Palo Alto, CA 94306
City, State, Zip Code

Telephone Number

Fax Number

Innovatus Life Sciences Lending Fund I, LP
Name of Creditor



777 Third Avenue, 25th Floor
Street Address

New York, NY 10017
City, State, Zip Code

Telephone Number

Fax Number

J.P. Morgan Securities LLC

All notices to J.P. Morgan Securities LLC shall be addressed as set forth in Section 4(c).

Any party may change its address for notices on three (3) business days written notice to the other parties.

Section 11. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument.

Section 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflicts of law provisions thereof.

Section 13. ARBITRATION; CONSENT TO JURISDICTION; SERVICE OF PROCESS.

(a) **THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:**

- **ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.**
- **THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
- **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**
- **NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL:**
 - (i) **THE CLASS CERTIFICATION IS DENIED; OR**
 - (ii) **THE CLASS IS DECERTIFIED; OR**
 - (iii) **THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.**
- **BY SIGNING THIS AGREEMENT EACH OF THE PARTIES AGREES, THAT CONTROVERSIES ARISING UNDER OR RELATING TO THIS AGREEMENT OR ANY ACTIVITY AMONG CUSTOMER, CREDITOR AND JP MORGAN, ITS PREDECESSORS, AND ANY OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND ANY OF THEIR, DIRECTORS, EMPLOYEES, AND ANY OTHER CONTROL PERSONS AND ANY OF THEIR AGENTS, WHETHER ARISING PRIOR TO, ON OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION AND IN ACCORDANCE WITH THE RULES OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, INC. ("FINRA") BEFORE AN ARBITRATION PANEL APPOINTED BY FINRA IN ACCORDANCE WITH ITS RULES AND SUCH HEARING OR HEARINGS SHALL BE CONDUCTED IN A LOCALE SELECTED BY FINRA. THE AWARD OF THE ARBITRATORS, OR OF THE MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION.**

(b) Notwithstanding the provisions of subparagraph (a) above, either party may, at any time prior to the initial arbitration hearing pertaining to such dispute or controversy, seek by application to the U.S. District Court for the Southern District of New York or the Supreme Court of the State of New York for the County of New York any such temporary or provisional relief or remedy ("provisional remedy") provided for by the laws of the U.S. or the laws of the State of New York as would be available in an action based upon such dispute or controversy in the absence of an agreement to arbitrate. The parties acknowledge and agree that it is their intention to have any such application for a provisional remedy decided by the Court to which it is made and that such application shall not be referred to or settled by arbitration. No such application to either said Court for a provisional remedy, nor any act or conduct by either party in furtherance of or in opposition to such application, shall constitute a relinquishment or waiver of any right to have the underlying dispute or controversy with respect to which such application is made settled by arbitration in accordance with subparagraph (a) above.

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- (c) With respect to any application for a provisional remedy and any application for judgment on an arbitration award, each party irrevocably (i) submits to the jurisdiction of the U.S. District Court for the Southern District of New York or the Supreme Court of the State of New York for the County of New York, (ii) waives any objection which it may have at any time to the laying of venue of any proceedings brought in any such court, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such party, and (iii) consents to service of process by certified mail, return receipt requested, to the address provided for herein.
 - (d) Each of the parties hereby agrees to receive service of process in connection with any legal matters or actions or proceedings based upon, arising out of or relating in any way to this Agreement by confirmed, return-receipt requested mail and that delivery shall be presumed if such service is mailed to the address maintained by JP Morgan in its records and the requested receipt is returned.

Section 14. Successors and Assigns. This Agreement will be binding upon, and shall inure to the benefit of the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. Creditor may assign its rights hereunder only with the express written consent of Broker and by sending written notice of such assignment to Customer.

Section 15. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings (except for the Customer Agreement), both written and oral, among the parties concerning its subject matter.

Section 16. Termination; Survival. Creditor may terminate this Agreement by written notice to Broker and Customer. Broker may terminate this Agreement on 30 day's written notice to Creditor and Customer.

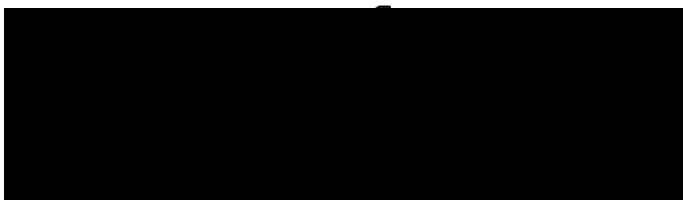
If Creditor notifies Broker that Creditor's security interest in the Account has terminated, this Agreement will immediately terminate.

The provisions of Sections 5 and 6 hereof shall survive termination of this Agreement.

This Agreement shall be terminated upon entry of the appropriate judgment, award or decree.

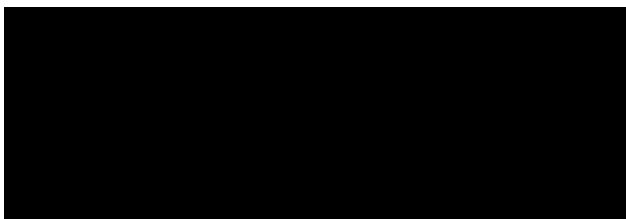
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT SECTION 13, PAGE 4.



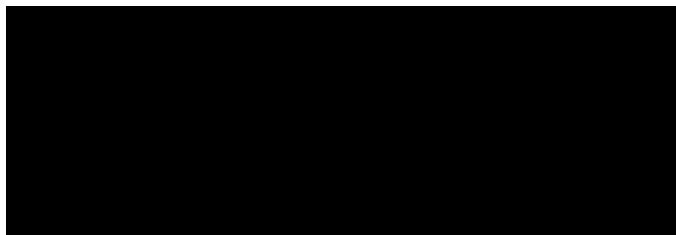
Eiger BioPharmaceuticals, Inc.

Name of Customer



Innovatus Life Sciences Lending Fund I, LP

Name of Creditor



SCHEDULE A
[ATTACH LIST OF ASSETS]

[LETTERHEAD OF CREDITOR]

[DATE]

J.P. Morgan Securities LLC
575 Washington Blvd.
Code: NY1-D060
Jersey City, NJ 07310-1616

Attention: _____

Re: Notice of Sole Control

To Whom It May Concern:

As referenced in the Securities Account Control Agreement, dated _____, 20__, among [NAME OF CUSTOMER], you and the undersigned (a copy of which is attached) we hereby give you notice of our sole control over Securities Account No. _____ (the "Account") and all financial assets credited thereto. You are hereby instructed not to accept any direction, instructions or entitlement orders with respect to the Account and the financial assets credited thereto from [INSERT NAME OF CUSTOMER] or other persons or entities, if any, designated by Customer to trade the Account, unless otherwise ordered by a court of competent jurisdiction.

We certify that we have delivered a copy of this notice by facsimile transmission to [INSERT NAME OF CUSTOMER] and, where applicable, other persons or entities designated by Customer to trade the Account.

Sincerely,

Name of Creditor

By: _____
Title: _____

cc: [Name of Customer]
[Other designated Persons]



Silicon Valley Bank

Deposit Account Control Agreement

<u>Account</u>	[BANK USE ONLY] <u>Cash Sweep</u>	<u>Account</u>	[BANK USE ONLY] <u>Cash Sweep</u>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	_____ [LAM initials]		_____ [LAM initials]

Customer: Eiger BioPharmaceuticals, Inc

Creditor: Innovatus Life Sciences Lending Fund I, LP

This Deposit Account Control Agreement ("Agreement") is entered into as of the date set forth on the signature page hereto among Silicon Valley Bank ("Bank"), Creditor identified above ("Creditor"), and Customer identified above ("Customer").

All parties hereto agree as follows:

1. Deposit Account. (a) Bank maintains one or more demand, time, savings, passbook or other similar accounts that are identified above in which Customer has an interest (collectively, the "Account"). The Deposit Account (as defined below) is subject to Bank's Deposit Agreement and Disclosure Statement (the "Deposit Agreement"). In the case of any conflict between the terms of this Agreement and the Deposit Agreement, the terms of this Agreement will prevail. The parties acknowledge that the Deposit Account constitutes a "deposit account" within the meaning of Section 9102 of the Uniform Commercial Code of the State of California (the "UCC") and Bank is a "bank" within the meaning of Section 9102 of the UCC. Bank's jurisdiction for purposes of Section 9304 of the UCC is the State of California.

(b) To the extent that the box under the heading "Cash Sweep" opposite the Account above is checked, the Cash Sweep Rider attached hereto shall apply to such Deposit Account.

(c) Customer and Creditor agree to pay Bank's fees for services rendered in connection with this Agreement, as set forth in Exhibit B hereto. Such fees shall constitute Account Charges under Section 5(a)(ii) hereof

and shall be paid to Bank in accordance with Section 7 hereof.

2. Security Interest. Customer and Creditor represent and warrant that pursuant to a security agreement or similar agreement, Customer has granted to Creditor a security interest in the Account and in all funds now or later deposited into or held therein (collectively, the "Deposit Account").

3. Customer's Rights in the Deposit Account. (a) Customer, Bank and Creditor agree that Bank will comply with the instructions originated by Creditor directing disposition of the funds in the Deposit Account without further consent by Customer, subject to this Section 3 and Section 4 hereof.

(b) Until Bank receives a notice from Creditor that Creditor is exercising its rights under this Agreement to direct Bank to cease complying with instructions or any directions originated by Customer (a "Notice of Exclusive Control") and Bank has a reasonable opportunity to comply with it, but no later than two (2) Business Days (as defined below) after a Notice of Exclusive Control has been validly delivered (in accordance with Section 12(b) hereof), Customer will, subject to the Deposit Agreement and applicable law, be



entitled to draw items on and to withdraw or otherwise direct the disposition of funds from the Deposit Account.

(c) So long as this Agreement is in effect, Customer may not close the Deposit Account without Creditor's prior written consent, which Bank shall have no duty to verify. Bank may close the Deposit Account in accordance with the Deposit Agreement and as may be required by applicable law. After Bank receives a Notice of Exclusive Control and Bank has a reasonable opportunity to comply with it, but no later than two (2) Business Days after a Notice of Exclusive Control has been validly delivered (in accordance with Section 12(b) hereof), subject to applicable law, Bank will notify Creditor not less than thirty (30) calendar days prior to closing the Deposit Account in non-emergency circumstances and substantially contemporaneously with closing the Deposit Account in emergency circumstances. Customer will notify Creditor promptly if Bank closes the Deposit Account.

4. Creditor's Control of the Deposit Account. After Bank receives a Notice of Exclusive Control and Bank has a reasonable opportunity to comply with it, but no later than two (2) Business Days after a Notice of Exclusive Control has been validly delivered (in accordance with Section 12(b) hereof), Bank and Customer agree that subject to applicable law: (a) except as provided in Section 5 hereof, Bank will comply with instructions originated by Creditor directing disposition of the funds in the Deposit Account without further consent by Customer (including upon closure of the Deposit Account); and (b) Bank will not comply with any instructions from Customer concerning the Deposit Account or any funds therein. Bank shall have no duty to inquire or determine whether Creditor is entitled to send a Notice of Exclusive Control. Bank will be fully entitled to rely upon such instructions from Creditor even if such instructions are contrary to any instructions or demands delivered by Customer. Customer confirms that Bank (x) should follow instructions from Creditor even if the result of following such instructions is that Bank dishonors items presented for payment from the Deposit Account, and (y) will have no liability to Customer for wrongful dishonor of such items in following such instructions from Creditor. For purposes of this Agreement, "Business Day"

Deposit Account Control Agreement

means a day on which Bank is open to the public for business and is measured in a 24-hour increment.

5. Rights Reserved by Bank. (a) Creditor agrees that nothing herein subordinates or waives, and that Bank expressly reserves, any and/or all of Bank's present and future rights (whether described as rights of debit, setoff, banker's liens, chargeback or otherwise, and whether available to Bank under the law or under any other agreement between Bank and Customer concerning the Deposit Account) with respect to:

(i) the face amount of a check, draft, money order, instrument, wire transfer of funds, automated clearing house entry, credit from a merchant card transaction, other electronic transfer of funds or other item (A) deposited in or credited to the Deposit Account, whether before or after the date of this Agreement, and returned unpaid or otherwise uncollected or subject to an adjustment entry, whether for insufficient funds or for any other reason and without regard to the timeliness of the return or adjustment or the occurrence or timeliness of any other person's notice of nonpayment or adjustment, (B) subject to a claim against Bank for breach of transfer, presentment, encoding, retention or other warranty under Federal Reserve Regulations or Operating Circulars, clearing house rules, the UCC or other applicable law, or (C) for a merchant card transaction, against which a contractual demand for chargeback has been made ("Returned Items");

(ii) service charges, fees or expenses payable or reimbursable to Bank in connection with the Deposit Agreement, the Deposit Account or any related services for the Deposit Account, including in connection with this Agreement ("Account Charges"); and

(iii) any adjustments or corrections of any posting or encoding errors ("Adjustments").

(b) Creditor agrees that notwithstanding receipt of a Notice of Exclusive Control, Bank may exercise Bank's rights and remedies in connection with any liens or claims it may have in or on the Deposit Account as described in Section 5(a) hereof, including the



rights and remedies described in Section 7 hereof.

6. Statements. At Customer's expense, upon a request of Creditor made to Bank by Creditor in writing, Bank will send copies of all statements sent to Customer for the Deposit Account to Creditor in accordance with Section 12 hereof. Until this Agreement is terminated, Customer authorizes Bank to disclose to Creditor at Creditor's request any information concerning the Deposit Account.

7. Returned Items, Account Charges and Adjustments. Customer and Creditor agree that Returned Items, Account Charges and Adjustments shall be subject to the Deposit Agreement and shall be paid by Bank debiting the Deposit Account, without prior notice to Customer or Creditor. To the extent that funds are not available in the Deposit Account to cover the amount of any Returned Item, Account Charge and Adjustment, Customer shall promptly pay such amount or any shortfall upon Bank's written demand; provided that if at any time that a Notice of Exclusive Control is effective with respect to the Deposit Account and Customer fails to pay such amount or shortfall within fifteen (15) Business Days of Bank's written demand, then Creditor agrees that it will pay, within ten (10) Business Days of Bank's written demand, amounts owed for each such Returned Item, Account Charge or Adjustment that is not paid in full by Customer up to the amount of the proceeds received by Creditor from the Deposit Account; provided further that Bank must make a demand from Creditor within 180 days of termination of this Agreement.

8. Indemnification and Hold Harmless of Bank by Customer. Customer hereby agrees to indemnify and hold harmless Bank, its affiliates and their respective directors, officers, agents and employees (each, an "Indemnified Person") against any and all claims, causes of action, losses, liabilities, lawsuits, demands, damages, costs and expenses, including without limitation any and all court costs and reasonable and documented out of pocket attorneys' fees, charges and disbursements (each, a "Claim"), in any way related to or arising out of or in connection with the Deposit Account, this Agreement or any transaction contemplated hereunder, including without limitation as a result

Deposit Account Control Agreement

of Bank following any instructions of Creditor following receipt of a Notice of Exclusive Control; provided that no Indemnified Person shall be entitled to be indemnified for any Claims to the extent that such Claims result from the gross negligence or willful misconduct of such Indemnified Person as determined by a final non-appealable judgment of a court of competent jurisdiction.

9. Indemnification and Hold Harmless of Bank by Creditor. To the extent that an Indemnified Person is not promptly indemnified by Customer, Creditor shall indemnify and hold harmless such Indemnified Person against any and all Claims arising from any Notice of Exclusive Control from Creditor; provided that no Indemnified Person shall be entitled to be indemnified for any Claims to the extent that such Claims result from the gross negligence or willful misconduct of such Indemnified Person as determined by a final non-appealable judgment of a court of competent jurisdiction.

10. Limitation of Liability. THIS AGREEMENT DOES NOT CREATE ANY OBLIGATIONS OF BANK, AND BANK MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT, EXCEPT FOR THOSE EXPRESSLY SET FORTH HEREIN. BANK MAY RELY ON ANY AND ALL NOTICES AND COMMUNICATIONS IT BELIEVES ARE GIVEN BY THE APPROPRIATE PARTY. IN NO EVENT SHALL ANY PARTY HERETO BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (PROVIDED THAT THE FOREGOING SHALL IN NO EVENT LIMIT INDEMNIFICATION OBLIGATIONS IN SECTIONS 8 AND 9 HEREOF). IN NO EVENT SHALL BANK BE LIABLE FOR CIRCUMSTANCES BEYOND BANK'S CONTROL (INCLUDING, WITHOUT LIMITATION, COMPUTER MALFUNCTIONS, INTERRUPTIONS OF COMMUNICATION FACILITIES, LABOR DIFFICULTIES, ACTS OF GOD, WARS, OR TERRORIST ATTACKS). CREDITOR AND CUSTOMER AGREE THAT BANK IS RELEASED FROM ANY AND ALL LIABILITIES TO CREDITOR AND CUSTOMER IN ANY WAY RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE DEPOSIT ACCOUNT, THIS AGREEMENT OR ANY



Deposit Account Control Agreement

TRANSACTION CONTEMPLATED HEREUNDER, EXCEPT TO THE EXTENT THE LIABILITIES ARE DIRECTLY CAUSED BY BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A FINAL NON-APPEALABLE JUDGMENT OF A COURT OF COMPETENT JURISDICTION.

11. Amendments. This Agreement and all exhibits attached hereto may be amended only by a written agreement signed by Bank, Creditor, and Customer.

12. Notices. (a) Any notice or other communication (other than a Notice of Exclusive Control which shall be delivered in accordance with Section 12(b) hereof) provided for or allowed hereunder shall be in writing and shall be considered to have been validly delivered (i) when received if delivered to the address set forth within the signature section of the applicable party hereto at the end of this Agreement via hand delivery, messenger, overnight delivery or email, or (ii) 72 hours after being deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, if sent to the address set forth within the signature section of the applicable party hereto at the end of this Agreement. In the case of any notice or other communication sent by Bank to another party hereto in accordance with this Section 12(a) (including statements delivered pursuant to Section 6 hereof) which is returned as undelivered, Bank shall have no obligation to investigate or inquire as to the appropriate alternative delivery information for the recipient and Bank shall be permitted to retain or shred such undelivered notice or other communication.

(b) A Notice of Exclusive Control shall be (i) in writing, (ii) substantially in form and substance as set forth in Exhibit A hereto, (iii) delivered to the address set forth within Bank's signature section at the end of this Agreement via hand delivery, messenger, overnight delivery or email, and (iv) considered to have been validly delivered when actually received, except that an email will be considered to have been validly delivered only when Bank acknowledges receipt thereof to Creditor. To the extent Creditor does not deliver a Notice of Exclusive Control in accordance with this Section 12(b), Creditor (x) acknowledges that Bank may not be able to respond to such Notice of Exclusive Control pursuant to Section 4 hereof, and (y) agrees that Bank will not be held

liable for any failure to respond to such Notice of Exclusive Control.

(c) The addresses and emails to which notices or other communications are to be delivered (including statements delivered pursuant to Section 6 hereof and a Notice of Exclusive Control delivered pursuant to Section 12(b) hereof) may be changed from time to time by notice delivered as provided herein.

13. Compliance with Law. Each of Customer and Creditor agrees that it will promptly provide Bank with all documents requested by Bank if deemed necessary by Bank to enable Bank to comply with applicable law, including the provisions of Section 326 of the USA PATRIOT Act, the Bank Secrecy Act and the rules and regulations promulgated thereunder.

14. Integration. This Agreement constitutes the entire agreement among Bank, Customer and Creditor with respect to Creditor's control over the Deposit Account and matters related thereto, and all prior communications, whether verbal or written, between any of the parties hereto with respect to the subject matter hereof shall be of no further effect or evidentiary value.

15. Counterparts; Electronic Signatures. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature" and words of like import herein shall be deemed to include electronic signatures, including any Electronic Signature as defined in the Electronic Transactions Law (2003 Revision) of the Cayman Islands (the "Cayman Islands Electronic Signature Law"), or the keeping of records in electronic form, including any Electronic Record, as defined in Cayman Islands Electronic Signature Law, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the



Deposit Account Control Agreement

Uniform Electronic Transactions Act or the Cayman Islands Electronic Signature Law; provided, however that sections 8 and 19(3) of the Cayman Islands Electronic Signature Law shall not apply to this Agreement or the execution or delivery thereof.

16. Relationship of the Parties. Nothing in this Agreement shall create any agency or fiduciary relationship between Customer, Creditor and Bank.

17. Governing Law and Jurisdiction. The parties hereto agree that this Agreement shall be governed exclusively under and in accordance with the laws of the State of California. Each party hereto submits to the exclusive jurisdiction of the State and Federal courts in Santa Clara County, California.

18. Jury Trial Waiver. CUSTOMER, CREDITOR, AND BANK EACH WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR ALL PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time out of or based upon this Agreement or any transaction contemplated herein shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of the Santa Clara County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Santa Clara County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted

pursuant to and in accordance with the provisions of California Code of Civil Procedure Sections 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Santa Clara County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to the California Code of Civil Procedure Section 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

19. Successors. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives. Customer may not assign this Agreement without the prior written consent of Creditor and Bank. Creditor may assign this Agreement upon written notice to Bank; provided that such assignee must assume in writing or by operation of law all of Creditor's obligations under this Agreement. Bank may assign this Agreement upon written notice to Customer and Creditor; provided that such



Silicon Valley Bank

assignee must assume in writing or by operation of law all of Bank's obligations under this Agreement.

20. Termination; Survival. Customer may terminate this Agreement only with the written consent of Creditor. Creditor may terminate this Agreement by giving Bank and Customer written notice of termination. Bank may terminate this Agreement by giving Creditor and Customer thirty (30) calendar days' prior written notice of termination unless termination is a result of

Deposit Account Control Agreement

Bank's closure of the Deposit Account pursuant to its rights set forth in the Deposit Agreement or in accordance with applicable law, in which case, Creditor's receipt of notice shall be governed by Section 3 hereof. Subject to the foregoing, this Agreement automatically terminates when the Deposit Account closes. Sections 7, 8, 9, 10, 13, 17 and 18 hereof and this Section 20 shall survive the termination of this Agreement.

[Signature page follows]



Silicon Valley Bank

Deposit Account Control Agreement

This Agreement has been executed by the duly authorized representatives of Bank, Customer and Creditor as of the date specified below.

CUSTOMER: Eiger BioPharmaceuticals, Inc
Address for Notices:
2155 Park Blvd
Palo Alto, CA 94306

[Redacted]

(name)
a Delaware _____ (jurisdiction of formation)
Corporation _____ (entity form)

[Redacted]

By _____
Name _____
Title _____

CREDITOR: Innovatus Life Sciences Lending Fund I, LP
Address for Notices:
777 Third Avenue, Floor 25
New York, NY 10017

[Redacted]

(name)
a Delaware _____ (jurisdiction of formation)
Limited Partnership _____ (entity form)

[Redacted]

By _____
Name _____
Title _____

[BANK USE ONLY]	
BANK: <u>Address for Notices:</u> Silicon Valley Bank Liquidity Account Management 80 East Rio Salado Parkway, Mail Sort AZ145 Tempe, AZ 85281 [Redacted]	SILICON VALLEY BANK [Redacted] By _____ Name _____ Title _____ Date: 6/29/2022 [Redacted]

*** Pursuant to Section 326 of the USA PATRIOT Act, Bank is required to obtain a Tax Identification Number (TIN) from all parties to this Agreement.**

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
 B. E-MAIL CONTACT AT FILER (optional)
 C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Delaware Department of State
 U.C.C. Filing Section
 Filed: 05:53 PM 06/01/2022
 U.C.C. Initial Filing No: 2022 4610986
 Service Request No: 20222585156

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
EIGER BIOPHARMACEUTICALS, INC.

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2155 Park Boulevard Palo Alto CA 94306 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Innovatus Life Science Lending Fund I, LP, as Collateral Agent

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
777 Third Avenue, 25th Floor New York NY 10017 USA

4. COLLATERAL: This financing statement covers the following collateral:
See attached Exhibit A (consisting of one page) for a description of the collateral covered hereby.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
To be filed in DE (C/M 176634.013000)

EXHIBIT A

Description of Collateral

This financing statement, to the extent to which this Exhibit A is attached and forms a part, covers all of Debtor's right, title and interest in and to the following property:

All goods, Accounts (including health-care receivables), Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles (except as noted below), commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts and other Collateral Accounts, all certificates of deposit, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and

All Debtor's Books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Notwithstanding the foregoing, the Collateral does not include any of the following assets (collectively, the "**Excluded Assets**"):

- (i) any Excluded Accounts;
- (ii) more than 65% of the total combined voting power of all classes of stock entitled to vote the shares of capital stock (the "**Shares**") of any Foreign Subsidiary, if Debtor demonstrates to Secured Party's reasonable satisfaction that a pledge of more than sixty five percent (65%) of the Shares of such Subsidiary creates a present and existing adverse tax consequence to Debtor under the U.S. Internal Revenue Code;
- (iii) any leases, licenses, permits or agreements to the extent that, and so long as, a grant of a security interest therein, or in the property or assets that secure the underlying obligations with respect thereto (a) is prohibited by applicable law other than to the extent such prohibition is rendered ineffective under the UCC or other applicable law notwithstanding such prohibition or (b) would violate or invalidate such lease, license, permit or agreement with respect to any Intellectual Property, or create a right of termination in favor of, or require the consent of, any other party thereto, other than the proceeds thereof, and only for so long as such limitation on such pledge or security interest is subject to the limitations described above; and
- (iv) any motor vehicles and other assets subject to certificates of title and letter of credit rights, to the extent a Lien therein cannot be perfected by the filing of a UCC financing statement.

Capitalized terms used but not defined herein have the meanings ascribed in the Uniform Commercial Code in effect in the State of New York as in effect from time to time (the "**Code**") or, if not defined in the Code, then in the Loan and Security Agreement by and between Debtor, EB Pharma, LLC, EBPI Merger, Inc. and the other Lenders party thereto (as modified, amended and/or restated from time to time). For the avoidance of doubt, the following terms shall have the meaning ascribed to them:

- "Debtor's Books" are Debtor's or any of its Subsidiaries' books and records including ledgers, federal, and state tax returns, records regarding Debtor's or its Subsidiaries' assets or liabilities, the Collateral, business operations or financial condition, and all computer programs or storage or any equipment containing such information.
- "Collateral Account" is any Deposit Account, Securities Account, or Commodity Account, or any other bank account maintained by Debtor or any Subsidiary at any time.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
 B. E-MAIL CONTACT AT FILER (optional)
 C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Delaware Department of State
 U.C.C. Filing Section
 Filed: 05:55 PM 06/01/2022
 U.C.C. Initial Filing No: 2022 4611034
 Service Request No: 20222585238

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
EBPI Merger, Inc.

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2155 Park Boulevard	CITY Palo Alto	STATE CA	POSTAL CODE 94306
		COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
		COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Innovatus Life Science Lending Fund I, LP, as Collateral Agent

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 777 Third Avenue, 25th Floor	CITY New York	STATE NY	POSTAL CODE 10017
		COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:
See attached Exhibit A (consisting of one page) for a description of the collateral covered hereby.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
To be filed in DE (C/M 176634.013000)

EXHIBIT A

Description of Collateral

This financing statement, to the extent to which this Exhibit A is attached and forms a part, covers all of Debtor's right, title and interest in and to the following property:

All goods, Accounts (including health-care receivables), Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles (except as noted below), commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts and other Collateral Accounts, all certificates of deposit, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and

All Debtor's Books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Notwithstanding the foregoing, the Collateral does not include any of the following assets (collectively, the "**Excluded Assets**"):

- (i) any Excluded Accounts;
- (ii) more than 65% of the total combined voting power of all classes of stock entitled to vote the shares of capital stock (the "**Shares**") of any Foreign Subsidiary, if Debtor demonstrates to Secured Party's reasonable satisfaction that a pledge of more than sixty five percent (65%) of the Shares of such Subsidiary creates a present and existing adverse tax consequence to Debtor under the U.S. Internal Revenue Code;
- (iii) any leases, licenses, permits or agreements to the extent that, and so long as, a grant of a security interest therein, or in the property or assets that secure the underlying obligations with respect thereto (a) is prohibited by applicable law other than to the extent such prohibition is rendered ineffective under the UCC or other applicable law notwithstanding such prohibition or (b) would violate or invalidate such lease, license, permit or agreement with respect to any Intellectual Property, or create a right of termination in favor of, or require the consent of, any other party thereto, other than the proceeds thereof, and only for so long as such limitation on such pledge or security interest is subject to the limitations described above; and
- (iv) any motor vehicles and other assets subject to certificates of title and letter of credit rights, to the extent a Lien therein cannot be perfected by the filing of a UCC financing statement.

Capitalized terms used but not defined herein have the meanings ascribed in the Uniform Commercial Code in effect in the State of New York as in effect from time to time (the "**Code**") or, if not defined in the Code, then in the Loan and Security Agreement by and between Debtor, Eiger BioPharmaceuticals, Inc., EB Pharma, LLC and the other Lenders party thereto (as modified, amended and/or restated from time to time). For the avoidance of doubt, the following terms shall have the meaning ascribed to them:

- "Debtor's Books" are Debtor's or any of its Subsidiaries' books and records including ledgers, federal, and state tax returns, records regarding Debtor's or its Subsidiaries' assets or liabilities, the Collateral, business operations or financial condition, and all computer programs or storage or any equipment containing such information.
- "Collateral Account" is any Deposit Account, Securities Account, or Commodity Account, or any other bank account maintained by Debtor or any Subsidiary at any time.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
 B. E-MAIL CONTACT AT FILER (optional)
 C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Delaware Department of State
 U.C.C. Filing Section
 Filed: 05:56 PM 06/01/2022
 U.C.C. Initial Filing No: 2022 4611042
 Service Request No: 20222585274

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
EB Pharma, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS

2155 Park Boulevard	CITY Palo Alto	STATE CA	POSTAL CODE 94306	COUNTRY USA
----------------------------	--------------------------	--------------------	-----------------------------	-----------------------

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS

	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Innovatus Life Science Lending Fund I, LP, as Collateral Agent

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS

777 Third Avenue, 25th Floor	CITY New York	STATE NY	POSTAL CODE 10017	COUNTRY USA
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4. COLLATERAL: This financing statement covers the following collateral:
See attached Exhibit A (consisting of one page) for a description of the collateral covered hereby.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
To be filed in DE (C/M 176634.013000)

EXHIBIT A

Description of Collateral

This financing statement, to the extent to which this Exhibit A is attached and forms a part, covers all of Debtor's right, title and interest in and to the following property:

All goods, Accounts (including health-care receivables), Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles (except as noted below), commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts and other Collateral Accounts, all certificates of deposit, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and

All Debtor's Books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Notwithstanding the foregoing, the Collateral does not include any of the following assets (collectively, the "Excluded Assets"):

- (i) any Excluded Accounts;
- (ii) more than 65% of the total combined voting power of all classes of stock entitled to vote the shares of capital stock (the "Shares") of any Foreign Subsidiary, if Debtor demonstrates to Secured Party's reasonable satisfaction that a pledge of more than sixty five percent (65%) of the Shares of such Subsidiary creates a present and existing adverse tax consequence to Debtor under the U.S. Internal Revenue Code;
- (iii) any leases, licenses, permits or agreements to the extent that, and so long as, a grant of a security interest therein, or in the property or assets that secure the underlying obligations with respect thereto (a) is prohibited by applicable law other than to the extent such prohibition is rendered ineffective under the UCC or other applicable law notwithstanding such prohibition or (b) would violate or invalidate such lease, license, permit or agreement with respect to any Intellectual Property, or create a right of termination in favor of, or require the consent of, any other party thereto, other than the proceeds thereof, and only for so long as such limitation on such pledge or security interest is subject to the limitations described above; and
- (iv) any motor vehicles and other assets subject to certificates of title and letter of credit rights, to the extent a Lien therein cannot be perfected by the filing of a UCC financing statement.

Capitalized terms used but not defined herein have the meanings ascribed in the Uniform Commercial Code in effect in the State of New York as in effect from time to time (the "Code") or, if not defined in the Code, then in the Loan and Security Agreement by and between Debtor, Eiger BioPharmaceuticals, Inc., EBPI Merger, Inc., and the other Lenders party thereto (as modified, amended and/or restated from time to time). For the avoidance of doubt, the following terms shall have the meaning ascribed to them:

- "Debtor's Books" are Debtor's or any of its Subsidiaries' books and records including ledgers, federal, and state tax returns, records regarding Debtor's or its Subsidiaries' assets or liabilities, the Collateral, business operations or financial condition, and all computer programs or storage or any equipment containing such information.
- "Collateral Account" is any Deposit Account, Securities Account, or Commodity Account, or any other bank account maintained by Debtor or any Subsidiary at any time.

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7375871

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
EIGER BIOPHARMACEUTICALS, INC.	06/01/2022
EB PHARMA, LLC	06/01/2022
EBPI MERGER, INC.	06/01/2022

RECEIVING PARTY DATA

Name:	INNOVATUS LIFE SCIENCES LENDING FUND I, LP
Street Address:	777 THIRD AVENUE, 25TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 26

Property Type	Number
Application Number:	17285039
Patent Number:	11020484
Application Number:	17306782
Application Number:	17699725
Patent Number:	10588880
Application Number:	16781971
Application Number:	16768000
Patent Number:	10835496
Application Number:	17073920
Application Number:	63243556
Application Number:	63243591
Application Number:	63266707
Application Number:	17754587
Application Number:	10076512
Application Number:	10828283
Application Number:	11311519
Application Number:	17655470
Application Number:	17197687

PATENT

Property Type	Number
Application Number:	17268657
Application Number:	10953072
Application Number:	17178424
Patent Number:	10653753
Patent Number:	11116820
Application Number:	17398551
Application Number:	63212931
Application Number:	63213051

CORRESPONDENCE DATA

Fax Number: [REDACTED]

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: [REDACTED]

Email: [REDACTED]

Correspondent Name: [REDACTED]

Address Line 1: [REDACTED]

Address Line 2: [REDACTED]

Address Line 4: [REDACTED]

ATTORNEY DOCKET NUMBER: [REDACTED]

NAME OF SUBMITTER: [REDACTED]

SIGNATURE: [REDACTED]

DATE SIGNED:

06/10/2022

Total Attachments: 11

- source=IP Security Agreement Eiger June 1 2022#page1.tif
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- source=IP Security Agreement Eiger June 1 2022#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 1, 2022 (the “**Effective Date**”) by and between INNOVATUS LIFE SCIENCES LENDING FUND I, LP, a Delaware limited partnership as collateral agent for the Lenders (the “**Lenders**”) described in the Loan Agreement (in such capacity, the “**Collateral Agent**”) and EIGER BIOPHARMACEUTICALS, INC., a Delaware corporation (“**Parent**”), EB Pharma, LLC, a Delaware limited liability company (“**EB Pharma**”), and EBPI MERGER, INC., a Delaware corporation (“**EBPI**” and together with Parent and EB Pharma, individually and collectively, jointly and severally, the “**Grantor**”).

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Intellectual Property constituting Collateral to secure the Obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property constituting Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof constituting Collateral.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies. To the extent there is any conflict between the terms of this Intellectual Property Security Agreement and the Loan Agreement, the Loan Agreement shall control.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

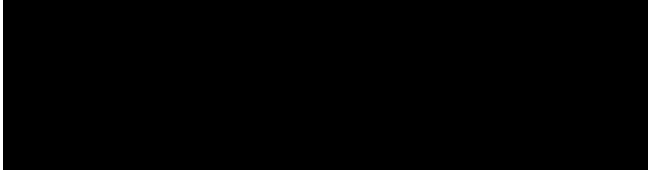
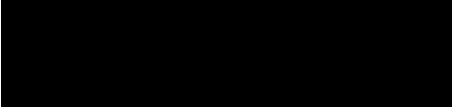
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

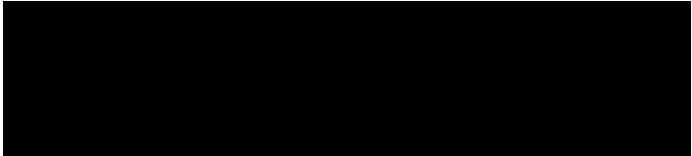
GRANTOR:

Address of Grantor:
2155 Park Blvd.
Palo Alto, CA 94306

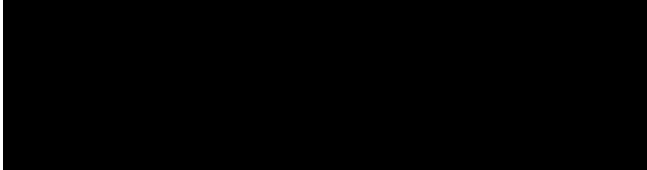
EIGER BIOPHARMACEUTICALS, INC.



EB PHARMA, LLC



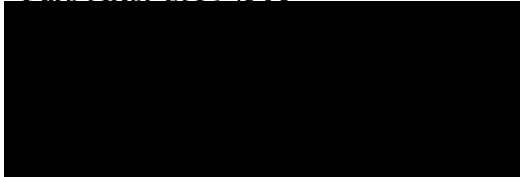
EBPI MERGER, INC.



[Signature Page to IP Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:
2155 Park Blvd.
Palo Alto, CA 94306



GRANTOR:

EIGER BIOPHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____

EB PHARMA, LLC

By: _____
Name: _____
Title: _____

EBPI MERGER, INC.

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

INNOVATUS LIFE SCIENCES LENDING
FUND I, LP

By: Innovatus Life Sciences GP, LP
Its: General Partner

Address of Lender:

777 Third Avenue, 25th Floor
New York, NY 10017

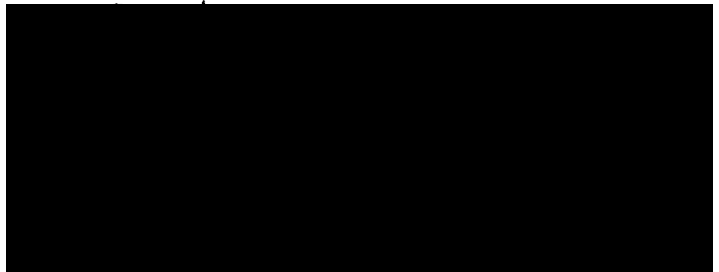
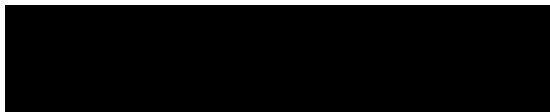



EXHIBIT A

COPYRIGHTS

None.

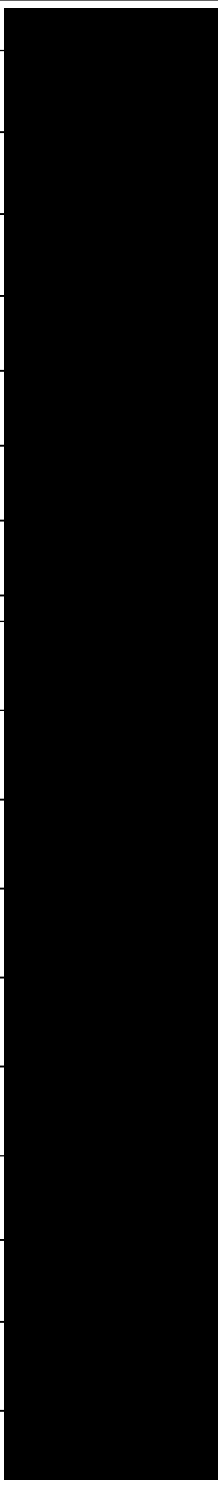
EXHIBIT B

PATENTS

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
1.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Australia	2019359807	1-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
2.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Brazil	BR112021006 968-2	12-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
3.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Canada	3115527	6-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
4.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Chile	CL00892-2021	12-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
5.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	China	201980068180 .8	15-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
6.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	European Union	19873113.5	14-MAY-2021		Eiger BioPharmaceuticals, Inc.	Pending
7.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	India	202117020698	6-MAY-2021		Eiger BioPharmaceuticals, Inc.	Pending
8.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Israel	282059	5-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
9.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Japan	2021-545283	14-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
10.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	USA	17285039	13-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
11.	Buffered formulations of Exendin (9-39).	Australia	2017361539	19-JUN-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
12.	Buffered formulations of Exendin (9-39).	Brazil	BR1120190102 36-1	20-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
13.	Buffered formulations of Exendin (9-39).	Canada	3043899	14-MAY-2019	[REDACTED]	Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
14.	Buffered formulations of Exendin (9-39).	Chile	CL 01366-2019	20-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
15.	Buffered formulations of Exendin (9-39).	China	201780078743. 2	19-JUN-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
16.	Buffered formulations of Exendin (9-39).	European Union	17871296.4	21-JUN-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
17.	Buffered formulations of Exendin (9-39).	Hong Kong	62020003841.7	06-MAR-2020		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
18.	Buffered formulations of Exendin (9-39).	India	20191702094 4	27-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
19.	Buffered formulations of Exendin (9-39).	Israel	266568	12-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
20.	Buffered formulations of Exendin (9-39).	Japan	2019-527188	20-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
21.	Buffered formulations of Exendin (9-39).	USA	11020484 16461329	01-JUN-2021 15-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Granted
22.	Buffered formulations of Exendin (9-39).	USA	17306782	03-MAY-2021		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
23.	Combination therapy and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	Australia	2018375298	8-MAY-2020		Eiger BioPharmaceuticals, Inc.	Pending
24.	Combination therapy and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	Canada	3082178	7-MAY-2020		Eiger BioPharmaceuticals, Inc.	Pending
25.	Combination therapy and pharmaceutical compositions for the	China	201880076561 .6	27-MAY-2020		Eiger BioPharmaceuticals, Inc.	Pending

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
	treatment of non-alcoholic steatohepatitis.						
26.	Combination therapy and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	European Union	18883621.7	26-JUN-2020		Eiger BioPharmaceuticals, Inc.	Pending
27.	Combination therapy and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	Japan	2020-546307	27-MAY-2020		Eiger BioPharmaceuticals, Inc.	Pending
28.	Method of treating laminopathies.	USA	17699725	--		Eiger BioPharmaceuticals, Inc.	Pending
29.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	China	201780065451.5	23-APR-2019		Eiger BioPharmaceuticals, Inc.	Pending
30.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	European Union	17857443.0	18-MAR-2019		Eiger BioPharmaceuticals, Inc.	Pending
31.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	Hong Kong	62020002206.4	4-FEB-2020		Eiger BioPharmaceuticals, Inc.	Pending
32.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	Japan	7022136 2019-538108	17-FEB-2021 18-MAR-2019		Eiger BioPharmaceuticals, Inc.	Granted
33.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	S. Korea	10-2019-7011062	17-APR-2019		Eiger BioPharmaceuticals, Inc.	Pending
34.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	USA	10588880 16335662	17-MAR-2020 21-MAR-2019		Eiger BioPharmaceuticals, Inc.	Granted
35.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	USA	16781971	04-FEB-2020		Eiger BioPharmaceuticals, Inc.	Pending
36.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	USA	16768000	28-MAY-2020		Eiger BioPharmaceuticals, Inc.	Pending
37.	Pharmaceutical compositions comprising	China	ZL2016800234 13.9 201680023413.	01-DEC-2020 21-APR-2016		Eiger BioPharmaceuticals, Inc.	Granted

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
	lonafarnib and ritonavir.		9				
38.	Pharmaceutical compositions comprising lonafarnib and ritonavir.	European Union ¹	EP3285768 16783855.6	30-DEC-2020 21-APR-2016		Eiger BioPharmaceuticals, Inc.	Granted
39.	Pharmaceutical compositions comprising lonafarnib and ritonavir.	Japan	2017-555331	21-APR-2016		Eiger BioPharmaceuticals, Inc.	Pending
40.	Pharmaceutical compositions comprising lonafarnib and ritonavir.	S. Korea	10-2017- 7033536	21-APR-2016		Eiger BioPharmaceuticals, Inc.	Pending
41.	Pharmaceutical compositions comprising lonafarnib and ritonavir.	USA	10835496 15567444	17-NOV-2020 18-OCT-2017		Eiger BioPharmaceuticals, Inc.	Granted
42.	Pharmaceutical compositions comprising lonafarnib and ritonavir.	USA	17073920	19-OCT-2020		Eiger BioPharmaceuticals, Inc.	Pending
43.	Sarpogrelate in therapies for pulmonary hypertension	USA	63243556	13-SEP-2021		Eiger BioPharmaceuticals, Inc.	Pending
44.	Sarpogrelate in therapies for secondary Raynaud's disease.	USA	63243591	13-SEP-2021		Eiger BioPharmaceuticals, Inc.	Pending
45.	Treatment of cancers.	USA	63266707	12-JAN-2022		Eiger BioPharmaceuticals, Inc.	Pending
46.	Methods to treat hepatitis delta viral infections.	Australia	2020368402	1-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
47.	Methods to treat hepatitis delta viral infections.	Brazil	BR112022006 913-8	11-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
48.	Methods to treat hepatitis delta viral infections.	Canada	3156679	1-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
49.	Methods to treat hepatitis delta viral infections.	China	202080072840 .2	18-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
50.	Methods to treat hepatitis delta viral infections.	Israel	291780	29-MAR-2022		Eiger BioPharmaceuticals, Inc.	Pending
51.	Methods to treat hepatitis delta viral infections.	Japan	2022-522957	15-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
52.	Methods to treat hepatitis delta viral infections.	Mexico	MX/A/2022/004 399	11-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
53.	Methods to treat hepatitis delta viral infections.	Russian Federation	2022108826	4-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
54.	Methods to treat hepatitis delta viral infections.	S. Africa	2022/04021	8-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
55.	Methods to treat hepatitis delta viral infections.	Ukraine	A202201069	1-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending

¹ EP3285768 has been validated or is in the process of being validated in the following countries: Austria, Belgium, Bulgaria, Switzerland, Czech Republic, Germany, Denmark, Spain, Finland, France, United Kingdom, Hungary, Italy, Romania, Sweden, and Turkey.

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
56.	Methods to treat hepatitis delta viral infections.	USA	17754587	06-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
57.	Treatment of hepatitis delta virus infection.	China	ZL2015800235 85.1 201580023585. 1	28-FEB-2020 01-MAY-2015		Eiger BioPharmaceuticals, Inc.	Granted
58.	Treatment of hepatitis delta virus infection.	China	202010069655. X	21-JAN-2020		Eiger BioPharmaceuticals, Inc.	Pending
59.	Treatment of hepatitis delta virus infection.	European Union ²	EP3137078 15785846.5	20-MAR-2019 01-MAY-2015		Eiger BioPharmaceuticals, Inc.	Granted
	Treatment of hepatitis delta virus infection.	European Union	19162000.4	01-MAY-2015		Eiger BioPharmaceuticals, Inc.	Pending
60.	Treatment of hepatitis delta virus infection.	Japan	6490800 2017-510458	27-MAR-2019 01-MAY-2015		Eiger BioPharmaceuticals, Inc.	Granted
61.	Treatment of hepatitis delta virus infection.	S. Korea	10-2016- 7033817	01-MAY-2015		Eiger BioPharmaceuticals, Inc.	Pending
62.	Treatment of hepatitis delta virus infection.	China	201680073916 .7	26-OCT-2016		Eiger BioPharmaceuticals, Inc.	Pending
63.	Treatment of hepatitis delta virus infection.	European Union ³	EP3370723 16862727.1	16-DEC-2020 26-OCT-2016		Eiger BioPharmaceuticals, Inc.	Granted
64.	Treatment of hepatitis delta virus infection.	European Union	20214179.2	15-DEC-2020		Eiger BioPharmaceuticals, Inc.	Pending
65.	Treatment of hepatitis delta virus infection.	Japan	2018-542682	26-OCT-2016		Eiger BioPharmaceuticals, Inc.	Granted
66.	Treatment of hepatitis delta virus infection.	S. Korea	10-2018- 7014733	26-OCT-2016		Eiger BioPharmaceuticals, Inc.	Pending
67.	Treatment of hepatitis delta virus infection.	USA	10076512 15335327	18-SEP-2018 26-OCT-2016		Eiger BioPharmaceuticals, Inc.	Granted
68.	Treatment of hepatitis delta virus infection.	USA	10828283 16052386	10-NOV-2020 01-AUG-2018		Eiger BioPharmaceuticals, Inc.	Granted
69.	Treatment of hepatitis delta virus infection.	USA	11311519 16996147	26-APR-2022 18-AUG-2020		Eiger BioPharmaceuticals, Inc.	Granted
70.	Treatment of hepatitis delta virus infection.	USA	17655470	18-MAY-2022		Eiger BioPharmaceuticals, Inc.	Pending
71.	Treatment of hepatitis delta virus infection.	European Union	15865819.5	03-DEC-2015		Eiger BioPharmaceuticals, Inc.	Pending
72.	Treatment of hepatitis delta virus infection.	Japan	2020-152721	11-SEP-2020		Eiger BioPharmaceuticals, Inc.	Pending
73.	Treatment of hepatitis delta virus infection.	USA	17197687	10-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
74.	Treatment of hepatitis delta virus infection with interferon lambda.	Australia	2019325693	16-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
75.	Treatment of hepatitis delta virus infection with interferon lambda.	Brazil	BR112021003 204-5	22-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
76.	Treatment of hepatitis	Canada	3109955	17-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending

² EP3137078 has been validated or is in the process of being validated in the following countries: Austria, Belgium, Bulgaria, Switzerland, Cyprus, Czechia, Germany, Denmark, Estonia, Spain, Finland, France, United Kingdom, Greece, Hungary, Ireland, Iceland, Italy, Liechtenstein, Lithuania, Luxembourg, Latvia, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Sweden, Slovenia, Slovakia, and Turkey.

³ EP3370723 has been validated or is in the process of being validated in the following countries: Belgium, Bulgaria, Switzerland, Cyprus, Czechia, Germany, Denmark, Estonia, Spain, Finland, France, United Kingdom, Greece, Hungary, Italy, and Romania.

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
	delta virus infection with interferon lambda.						
77.	Treatment of hepatitis delta virus infection with interferon lambda.	China	201980055328 .40	23-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
78.	Treatment of hepatitis delta virus infection with interferon lambda.	Eurasia	202190594	22-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
79.	Treatment of hepatitis delta virus infection with interferon lambda.	European Union	19853099.0	22-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
80.	Treatment of hepatitis delta virus infection with interferon lambda.	India	202117012318	22-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
81.	Treatment of hepatitis delta virus infection with interferon lambda.	Israel	280869	15-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
82.	Treatment of hepatitis delta virus infection with interferon lambda.	Japan	2021-510076	22-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
83.	Treatment of hepatitis delta virus infection with interferon lambda.	Mexico	MX/A/2021/002 147	23-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
84.	Treatment of hepatitis delta virus infection with interferon lambda.	S. Africa	2021/01370	26-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
85.	Treatment of hepatitis delta virus infection with interferon lambda.	S. Korea	10-2021- 7008138	18-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
86.	Treatment of hepatitis delta virus infection with interferon lambda.	USA	17268657	17-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
87.	Treatment of hepatitis delta virus infection with interferon lambda.	China	201780020097 .4	17-FEB-2017		Eiger BioPharmaceuticals, Inc.	Pending
88.	Treatment of hepatitis delta virus infection with interferon lambda.	European Union ⁴	EP3416675 17753966.5	24-MAR-2021 17-FEB-2017		Eiger BioPharmaceuticals, Inc.	Granted
89.	Treatment of hepatitis delta virus infection with interferon lambda.	European Union	21164362.2	23-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
90.	Treatment of hepatitis delta virus infection with interferon lambda.	Japan	2018-543599	17-FEB-2017		Eiger BioPharmaceuticals, Inc.	Pending
91.	Treatment of hepatitis delta virus infection with interferon lambda.	S. Korea	10-2018- 7026586	17-FEB-2017		Eiger BioPharmaceuticals, Inc.	Pending

⁴ EP3416675 has been validated or is in the process of being validated in the following countries: Albania, Austria, Belgium, Bulgaria, Switzerland, Liechtenstein, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, Greece, Croatia, Hungary, Ireland, Iceland, Italy, Lithuania, Luxembourg, Latvia, Monaco, Republic of Macedonia, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Sweden, Slovenia, Slovakia, San Marino, Turkey, and the United Kingdom.

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
92.	Treatment of hepatitis delta virus infection with interferon lambda.	USA	10953072 15999239	23-MAR-2021 17-AUG-2018		Eiger BioPharmaceuticals, Inc.	Granted
93.	Treatment of hepatitis delta virus infection with interferon lambda.	USA	17178424	18-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
94.	Treatment of hyperinsulinemic hypoglycemia with exendin-4 derivatives.	USA	10653753 16081578	19-MAY-2020 31-AUG-2018		Eiger BioPharmaceuticals, Inc.	Granted
95.	Treatment of hyperinsulinemic hypoglycemia with exendin-4 derivatives.	USA	11116820 16852192	14-SEP-2021 17-APR-2020		Eiger BioPharmaceuticals, Inc.	Granted
96.	Compositions of Exendin-4 derivatives. (Treatment of hyperinsulinemia hypoglycemia with exendin-4 derivatives.)	USA	17398551	10-AUG-2021		Eiger BioPharmaceuticals, Inc.	Pending
97.	Treatment of tuberous sclerosis complex.	USA	63212931	21-JUN-2021		Eiger BioPharmaceuticals, Inc.	Pending
98.	Treatment of congenital hyperinsulinism with avexitide.	USA	63213051	21-JUN-2021		Eiger BioPharmaceuticals, Inc.	Pending

EXHIBIT C

TRADEMARKS

No.	Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
1.	EIGER ONE CARE	European Union	018289845 17-Aug-20	018289845 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
2.	EIGER ONE CARE	United Kingdom	UK00918289845 17-Aug-20	UK00918289845 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
3.	EIGER ONE CARE	USA	90112290 Aug. 13, 2020	--	Eiger BioPharmaceuticals, Inc.	Pending Intent to Use
4.	EIGER ONECARE	European Union	018289844 17-Aug-20	018289844 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
5.	EIGER ONECARE	United Kingdom	UK00918289844 17-Aug-20	UK00918289844 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
6.	EIGER ONECARE	USA	90087464 Aug. 01, 2020	6336946 Apr. 27, 2021	Eiger BioPharmaceuticals, Inc.	Registered
7.	EIGERCARE	European Union	01833990 4-May-20	01833990 5-Sep-20	Eiger BioPharmaceuticals, Inc.	Registered
8.	EIGERCARE	United Kingdom	UK00003489980 14-May-20	UK00003489980 4-Sep-20	Eiger BioPharmaceuticals, Inc.	Registered
9.	EIGERCARE	United Kingdom	UK00918233990 4-May-20	UK00918233990 5-Sep-20	Eiger BioPharmaceuticals, Inc.	Registered
10.	EIGERONECARE	European Union	018289843 17-Aug-20	018289843 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
11.	EIGERONECARE	United Kingdom	UK00918289843 17-Aug-20	UK00918289843 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
12.	EIGERONECARE	USA	90087462 Aug. 01, 2020	6336945 Apr. 27, 2021	Eiger BioPharmaceuticals, Inc.	Registered
13.	ZOKINVY	European Union	018256186 18-Jun-20	018256186 20-Oct-20	Eiger BioPharmaceuticals, Inc.	Registered
14.	ZOKINVY	Switzerland	1543058 (IR) 24-JUN-2020	1543058 (IR) 24-JUN-2020	Eiger BioPharmaceuticals, Inc.	Registered
15.	ZOKINVY	United Kingdom	UK00918256186 18-Jun-20	UK00918256186 20-Oct-20	Eiger BioPharmaceuticals, Inc.	Registered
16.	ZOKINVY	United Kingdom	1543058 (IR) 24-JUN-2020	1543058 (IR) 24-JUN-2020	Eiger BioPharmaceuticals, Inc.	Registered
17.	ZOKINVY	USA	90005739 Jun. 17, 2020	6317378 Apr. 06, 2021	Eiger BioPharmaceuticals, Inc.	Registered

PATENT

RECORDED: 06/10/2022

REEL: 060156 FRAME: 0913

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733772

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eiger Biopharmaceuticals, Inc.		06/01/2022	Corporation: DELAWARE
EB Pharma, LLC		06/01/2022	Limited Liability Company: DELAWARE
EBPI Merger, Inc.		06/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Innovatus Life Sciences Lending Fund I, LP		
Street Address:	777 Third Avenue, 25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90087464	EIGER ONECARE	
Serial Number:	90087462	EIGERONECARE	
Serial Number:	90005739	ZOKINVY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:			
Email:			
Correspondent Name:			
Address Line 1:			
Address Line 2:			
Address Line 4:			
NAME OF SUBMITTER:			
SIGNATURE:			
DATE SIGNED:	06/10/2022		
Total Attachments: 11			

CH \$90.00 90087464

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 1, 2022 (the “**Effective Date**”) by and between INNOVATUS LIFE SCIENCES LENDING FUND I, LP, a Delaware limited partnership as collateral agent for the Lenders (the “**Lenders**”) described in the Loan Agreement (in such capacity, the “**Collateral Agent**”) and EIGER BIOPHARMACEUTICALS, INC., a Delaware corporation (“**Parent**”), EB Pharma, LLC, a Delaware limited liability company (“**EB Pharma**”), and EBPI MERGER, INC., a Delaware corporation (“**EBPI**” and together with Parent and EB Pharma, individually and collectively, jointly and severally, the “**Grantor**”).

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Intellectual Property constituting Collateral to secure the Obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property constituting Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof constituting Collateral.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies. To the extent there is any conflict between the terms of this Intellectual Property Security Agreement and the Loan Agreement, the Loan Agreement shall control.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

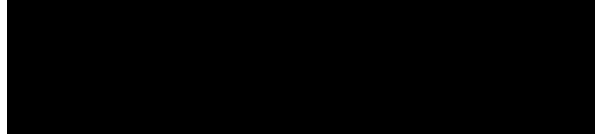
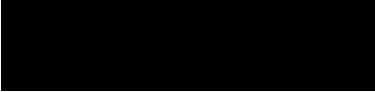
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
2155 Park Blvd.
Palo Alto, CA 94306

EIGER BIOPHARMACEUTICALS, INC.



EB PHARMA, LLC



[Signature Page to IP Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:
2155 Park Blvd.
Palo Alto, CA 94306



GRANTOR:

EIGER BIOPHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____

EB PHARMA, LLC

By: _____
Name: _____
Title: _____

EBPI MERGER, INC.

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

INNOVATUS LIFE SCIENCES LENDING
FUND I, LP

By: Innovatus Life Sciences GP, LP
Its: General Partner

Address of Lender:

777 Third Avenue, 25th Floor
New York, NY 10017

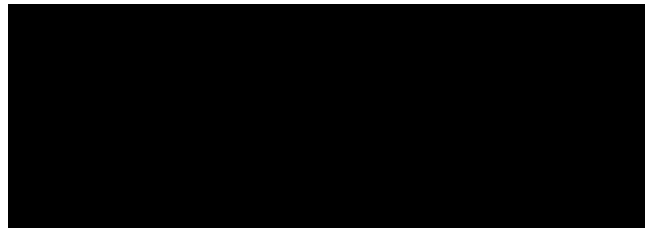
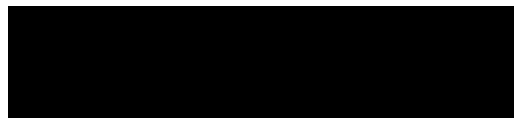


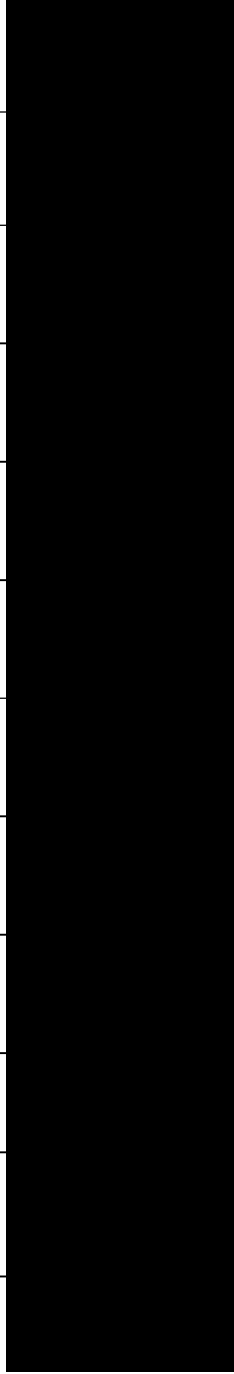
EXHIBIT A

COPYRIGHTS

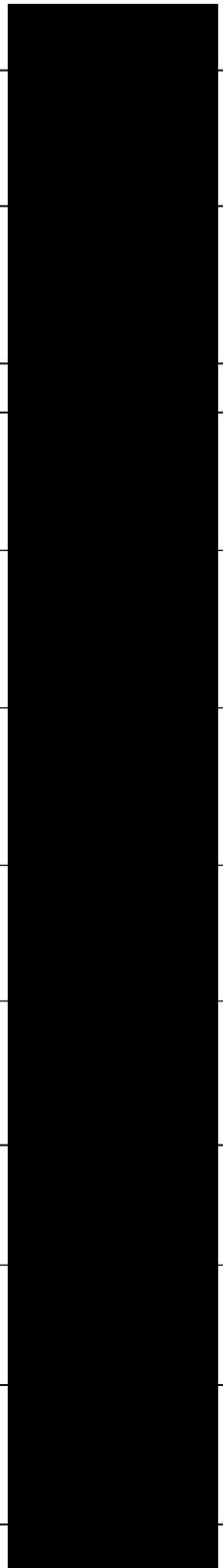
None.

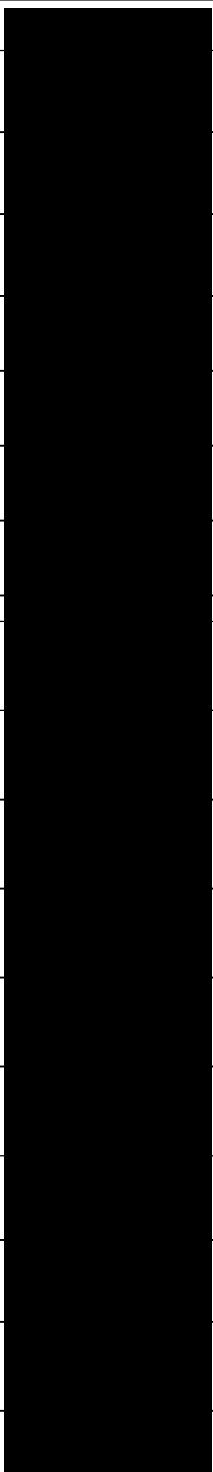
EXHIBIT B

PATENTS

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
1.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Australia	2019359807	1-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
2.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Brazil	BR112021006 968-2	12-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
3.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Canada	3115527	6-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
4.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Chile	CL00892-2021	12-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
5.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	China	201980068180 .8	15-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
6.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	European Union	19873113.5	14-MAY-2021		Eiger BioPharmaceuticals, Inc.	Pending
7.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	India	202117020698	6-MAY-2021		Eiger BioPharmaceuticals, Inc.	Pending
8.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Israel	282059	5-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
9.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	Japan	2021-545283	14-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
10.	Avexitide for the treatment of hyperinsulinemic hypoglycemia.	USA	17285039	13-APR-2021		Eiger BioPharmaceuticals, Inc.	Pending
11.	Buffered formulations of Exendin (9-39).	Australia	2017361539	19-JUN-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
12.	Buffered formulations of Exendin (9-39).	Brazil	BR1120190102 36-1	20-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
13.	Buffered formulations of Exendin (9-39).	Canada	3043899	14-MAY-2019	[REDACTED]	Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
14.	Buffered formulations of Exendin (9-39).	Chile	CL 01366-2019	20-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
15.	Buffered formulations of Exendin (9-39).	China	201780078743. 2	19-JUN-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
16.	Buffered formulations of Exendin (9-39).	European Union	17871296.4	21-JUN-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
17.	Buffered formulations of Exendin (9-39).	Hong Kong	62020003841.7	06-MAR-2020		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
18.	Buffered formulations of Exendin (9-39).	India	20191702094 4	27-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
19.	Buffered formulations of Exendin (9-39).	Israel	266568	12-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
20.	Buffered formulations of Exendin (9-39).	Japan	2019-527188	20-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
21.	Buffered formulations of Exendin (9-39).	USA	11020484 16461329	01-JUN-2021 15-MAY-2019		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Granted
22.	Buffered formulations of Exendin (9-39).	USA	17306782	03-MAY-2021		Eiger BioPharmaceuticals, Inc. and The Board of Trustees of the Leland Stanford Junior University.	Pending
23.	Combination therapy and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	Australia	2018375298	8-MAY-2020		Eiger BioPharmaceuticals, Inc.	Pending
24.	Combination therapy and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	Canada	3082178	7-MAY-2020		Eiger BioPharmaceuticals, Inc.	Pending
25.	Combination therapy and pharmaceutical compositions for the	China	201880076561 .6	27-MAY-2020		Eiger BioPharmaceuticals, Inc.	Pending

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
	treatment of non-alcoholic steatohepatitis.						
26.	Combination therapy and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	European Union	18883621.7	26-JUN-2020		Eiger BioPharmaceuticals, Inc.	Pending
27.	Combination therapy and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	Japan	2020-546307	27-MAY-2020		Eiger BioPharmaceuticals, Inc.	Pending
28.	Method of treating laminopathies.	USA	17699725	--		Eiger BioPharmaceuticals, Inc.	Pending
29.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	China	201780065451. 5	23-APR-2019		Eiger BioPharmaceuticals, Inc.	Pending
30.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	European Union	17857443.0	18-MAR-2019		Eiger BioPharmaceuticals, Inc.	Pending
31.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	Hong Kong	62020002206. 4	4-FEB-2020		Eiger BioPharmaceuticals, Inc.	Pending
32.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	Japan	7022136 2019-538108	17-FEB-2021 18-MAR-2019		Eiger BioPharmaceuticals, Inc.	Granted
33.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	S. Korea	10-2019- 7011062	17-APR-2019		Eiger BioPharmaceuticals, Inc.	Pending
34.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	USA	10588880 16335662	17-MAR-2020 21-MAR-2019		Eiger BioPharmaceuticals, Inc.	Granted
35.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	USA	16781971	04-FEB-2020		Eiger BioPharmaceuticals, Inc.	Pending
36.	Methods and pharmaceutical compositions for the treatment of non-alcoholic steatohepatitis.	USA	16768000	28-MAY-2020		Eiger BioPharmaceuticals, Inc.	Pending
37.	Pharmaceutical compositions comprising	China	ZL2016800234 13.9 201680023413.	01-DEC-2020 21-APR-2016		Eiger BioPharmaceuticals, Inc.	Granted

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
	lonafarnib and ritonavir.		9				
38.	Pharmaceutical compositions comprising lonafarnib and ritonavir.	European Union ¹	EP3285768 16783855.6	30-DEC-2020 21-APR-2016		Eiger BioPharmaceuticals, Inc.	Granted
39.	Pharmaceutical compositions comprising lonafarnib and ritonavir.	Japan	2017-555331	21-APR-2016		Eiger BioPharmaceuticals, Inc.	Pending
40.	Pharmaceutical compositions comprising lonafarnib and ritonavir.	S. Korea	10-2017- 7033536	21-APR-2016		Eiger BioPharmaceuticals, Inc.	Pending
41.	Pharmaceutical compositions comprising lonafarnib and ritonavir.	USA	10835496 15567444	17-NOV-2020 18-OCT-2017		Eiger BioPharmaceuticals, Inc.	Granted
42.	Pharmaceutical compositions comprising lonafarnib and ritonavir.	USA	17073920	19-OCT-2020		Eiger BioPharmaceuticals, Inc.	Pending
43.	Sarpogrelate in therapies for pulmonary hypertension	USA	63243556	13-SEP-2021		Eiger BioPharmaceuticals, Inc.	Pending
44.	Sarpogrelate in therapies for secondary Raynaud's disease.	USA	63243591	13-SEP-2021		Eiger BioPharmaceuticals, Inc.	Pending
45.	Treatment of cancers.	USA	63266707	12-JAN-2022		Eiger BioPharmaceuticals, Inc.	Pending
46.	Methods to treat hepatitis delta viral infections.	Australia	2020368402	1-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
47.	Methods to treat hepatitis delta viral infections.	Brazil	BR112022006 913-8	11-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
48.	Methods to treat hepatitis delta viral infections.	Canada	3156679	1-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
49.	Methods to treat hepatitis delta viral infections.	China	202080072840 .2	18-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
50.	Methods to treat hepatitis delta viral infections.	Israel	291780	29-MAR-2022		Eiger BioPharmaceuticals, Inc.	Pending
51.	Methods to treat hepatitis delta viral infections.	Japan	2022-522957	15-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
52.	Methods to treat hepatitis delta viral infections.	Mexico	MX/A/2022/004 399	11-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
53.	Methods to treat hepatitis delta viral infections.	Russian Federation	2022108826	4-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
54.	Methods to treat hepatitis delta viral infections.	S. Africa	2022/04021	8-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
55.	Methods to treat hepatitis delta viral infections.	Ukraine	A202201069	1-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending

¹ EP3285768 has been validated or is in the process of being validated in the following countries: Austria, Belgium, Bulgaria, Switzerland, Czech Republic, Germany, Denmark, Spain, Finland, France, United Kingdom, Hungary, Italy, Romania, Sweden, and Turkey.

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
56.	Methods to treat hepatitis delta viral infections.	USA	17754587	06-APR-2022		Eiger BioPharmaceuticals, Inc.	Pending
57.	Treatment of hepatitis delta virus infection.	China	ZL2015800235 85.1 201580023585. 1	28-FEB-2020 01-MAY-2015		Eiger BioPharmaceuticals, Inc.	Granted
58.	Treatment of hepatitis delta virus infection.	China	202010069655. X	21-JAN-2020		Eiger BioPharmaceuticals, Inc.	Pending
59.	Treatment of hepatitis delta virus infection.	European Union ²	EP3137078 15785846.5	20-MAR-2019 01-MAY-2015		Eiger BioPharmaceuticals, Inc.	Granted
	Treatment of hepatitis delta virus infection.	European Union	19162000.4	01-MAY-2015		Eiger BioPharmaceuticals, Inc.	Pending
60.	Treatment of hepatitis delta virus infection.	Japan	6490800 2017-510458	27-MAR-2019 01-MAY-2015		Eiger BioPharmaceuticals, Inc.	Granted
61.	Treatment of hepatitis delta virus infection.	S. Korea	10-2016- 7033817	01-MAY-2015		Eiger BioPharmaceuticals, Inc.	Pending
62.	Treatment of hepatitis delta virus infection.	China	201680073916 .7	26-OCT-2016		Eiger BioPharmaceuticals, Inc.	Pending
63.	Treatment of hepatitis delta virus infection.	European Union ³	EP3370723 16862727.1	16-DEC-2020 26-OCT-2016		Eiger BioPharmaceuticals, Inc.	Granted
64.	Treatment of hepatitis delta virus infection.	European Union	20214179.2	15-DEC-2020		Eiger BioPharmaceuticals, Inc.	Pending
65.	Treatment of hepatitis delta virus infection.	Japan	2018-542682	26-OCT-2016		Eiger BioPharmaceuticals, Inc.	Granted
66.	Treatment of hepatitis delta virus infection.	S. Korea	10-2018- 7014733	26-OCT-2016		Eiger BioPharmaceuticals, Inc.	Pending
67.	Treatment of hepatitis delta virus infection.	USA	10076512 15335327	18-SEP-2018 26-OCT-2016		Eiger BioPharmaceuticals, Inc.	Granted
68.	Treatment of hepatitis delta virus infection.	USA	10828283 16052386	10-NOV-2020 01-AUG-2018		Eiger BioPharmaceuticals, Inc.	Granted
69.	Treatment of hepatitis delta virus infection.	USA	11311519 16996147	26-APR-2022 18-AUG-2020		Eiger BioPharmaceuticals, Inc.	Granted
70.	Treatment of hepatitis delta virus infection.	USA	17655470	18-MAY-2022		Eiger BioPharmaceuticals, Inc.	Pending
71.	Treatment of hepatitis delta virus infection.	European Union	15865819.5	03-DEC-2015		Eiger BioPharmaceuticals, Inc.	Pending
72.	Treatment of hepatitis delta virus infection.	Japan	2020-152721	11-SEP-2020		Eiger BioPharmaceuticals, Inc.	Pending
73.	Treatment of hepatitis delta virus infection.	USA	17197687	10-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
74.	Treatment of hepatitis delta virus infection with interferon lambda.	Australia	2019325693	16-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
75.	Treatment of hepatitis delta virus infection with interferon lambda.	Brazil	BR112021003 204-5	22-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
76.	Treatment of hepatitis	Canada	3109955	17-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending

² EP3137078 has been validated or is in the process of being validated in the following countries: Austria, Belgium, Bulgaria, Switzerland, Cyprus, Czechia, Germany, Denmark, Estonia, Spain, Finland, France, United Kingdom, Greece, Hungary, Ireland, Iceland, Italy, Liechtenstein, Lithuania, Luxembourg, Latvia, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Sweden, Slovenia, Slovakia, and Turkey.

³ EP3370723 has been validated or is in the process of being validated in the following countries: Belgium, Bulgaria, Switzerland, Cyprus, Czechia, Germany, Denmark, Estonia, Spain, Finland, France, United Kingdom, Greece, Hungary, Italy, and Romania.

No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
	delta virus infection with interferon lambda.						
77.	Treatment of hepatitis delta virus infection with interferon lambda.	China	201980055328 .40	23-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
78.	Treatment of hepatitis delta virus infection with interferon lambda.	Eurasia	202190594	22-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
79.	Treatment of hepatitis delta virus infection with interferon lambda.	European Union	19853099.0	22-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
80.	Treatment of hepatitis delta virus infection with interferon lambda.	India	202117012318	22-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
81.	Treatment of hepatitis delta virus infection with interferon lambda.	Israel	280869	15-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
82.	Treatment of hepatitis delta virus infection with interferon lambda.	Japan	2021-510076	22-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
83.	Treatment of hepatitis delta virus infection with interferon lambda.	Mexico	MX/A/2021/002 147	23-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
84.	Treatment of hepatitis delta virus infection with interferon lambda.	S. Africa	2021/01370	26-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
85.	Treatment of hepatitis delta virus infection with interferon lambda.	S. Korea	10-2021- 7008138	18-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
86.	Treatment of hepatitis delta virus infection with interferon lambda.	USA	17268657	17-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
87.	Treatment of hepatitis delta virus infection with interferon lambda.	China	201780020097 .4	17-FEB-2017		Eiger BioPharmaceuticals, Inc.	Pending
88.	Treatment of hepatitis delta virus infection with interferon lambda.	European Union ⁴	EP3416675 17753966.5	24-MAR-2021 17-FEB-2017		Eiger BioPharmaceuticals, Inc.	Granted
89.	Treatment of hepatitis delta virus infection with interferon lambda.	European Union	21164362.2	23-MAR-2021		Eiger BioPharmaceuticals, Inc.	Pending
90.	Treatment of hepatitis delta virus infection with interferon lambda.	Japan	2018-543599	17-FEB-2017		Eiger BioPharmaceuticals, Inc.	Pending
91.	Treatment of hepatitis delta virus infection with interferon lambda.	S. Korea	10-2018- 7026586	17-FEB-2017		Eiger BioPharmaceuticals, Inc.	Pending

⁴ EP3416675 has been validated or is in the process of being validated in the following countries: Albania, Austria, Belgium, Bulgaria, Switzerland, Liechtenstein, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, Greece, Croatia, Hungary, Ireland, Iceland, Italy, Lithuania, Luxembourg, Latvia, Monaco, Republic of Macedonia, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Sweden, Slovenia, Slovakia, San Marino, Turkey, and the United Kingdom.

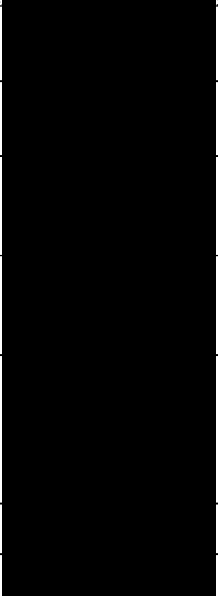
No.	Title	Country	Patent no. App. no.	Issue Date/ App. Date	Inventor(s)	Current Owner	Status
92.	Treatment of hepatitis delta virus infection with interferon lambda.	USA	10953072 15999239	23-MAR-2021 17-AUG-2018		Eiger BioPharmaceuticals, Inc.	Granted
93.	Treatment of hepatitis delta virus infection with interferon lambda.	USA	17178424	18-FEB-2021		Eiger BioPharmaceuticals, Inc.	Pending
94.	Treatment of hyperinsulinemic hypoglycemia with exendin-4 derivatives.	USA	10653753 16081578	19-MAY-2020 31-AUG-2018		Eiger BioPharmaceuticals, Inc.	Granted
95.	Treatment of hyperinsulinemic hypoglycemia with exendin-4 derivatives.	USA	11116820 16852192	14-SEP-2021 17-APR-2020		Eiger BioPharmaceuticals, Inc.	Granted
96.	Compositions of Exendin-4 derivatives. (Treatment of hyperinsulinemia hypoglycemia with exendin-4 derivatives.)	USA	17398551	10-AUG-2021		Eiger BioPharmaceuticals, Inc.	Pending
97.	Treatment of tuberous sclerosis complex.	USA	63212931	21-JUN-2021		Eiger BioPharmaceuticals, Inc.	Pending
98.	Treatment of congenital hyperinsulinism with avexitide.	USA	63213051	21-JUN-2021		Eiger BioPharmaceuticals, Inc.	Pending

EXHIBIT C

TRADEMARKS

No.	Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
1.	EIGER ONE CARE	European Union	018289845 17-Aug-20	018289845 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
2.	EIGER ONE CARE	United Kingdom	UK00918289845 17-Aug-20	UK00918289845 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
3.	EIGER ONE CARE	USA	90112290 Aug. 13, 2020	--	Eiger BioPharmaceuticals, Inc.	Pending Intent to Use
4.	EIGER ONECARE	European Union	018289844 17-Aug-20	018289844 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
5.	EIGER ONECARE	United Kingdom	UK00918289844 17-Aug-20	UK00918289844 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
6.	EIGER ONECARE	USA	90087464 Aug. 01, 2020	6336946 Apr. 27, 2021	Eiger BioPharmaceuticals, Inc.	Registered
7.	EIGERCARE	European Union	01833990 4-May-20	01833990 5-Sep-20	Eiger BioPharmaceuticals, Inc.	Registered
8.	EIGERCARE	United Kingdom	UK00003489980 14-May-20	UK00003489980 4-Sep-20	Eiger BioPharmaceuticals, Inc.	Registered
9.	EIGERCARE	United Kingdom	UK00918233990 4-May-20	UK00918233990 5-Sep-20	Eiger BioPharmaceuticals, Inc.	Registered
10.	EIGERONECARE	European Union	018289843 17-Aug-20	018289843 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
11.	EIGERONECARE	United Kingdom	UK00918289843 17-Aug-20	UK00918289843 23-Dec-20	Eiger BioPharmaceuticals, Inc.	Registered
12.	EIGERONECARE	USA	90087462 Aug. 01, 2020	6336945 Apr. 27, 2021	Eiger BioPharmaceuticals, Inc.	Registered
13.	ZOKINVY	European Union	018256186 18-Jun-20	018256186 20-Oct-20	Eiger BioPharmaceuticals, Inc.	Registered
14.	ZOKINVY	Switzerland	1543058 (IR) 24-JUN-2020	1543058 (IR) 24-JUN-2020	Eiger BioPharmaceuticals, Inc.	Registered
15.	ZOKINVY	United Kingdom	UK00918256186 18-Jun-20	UK00918256186 20-Oct-20	Eiger BioPharmaceuticals, Inc.	Registered
16.	ZOKINVY	United Kingdom	1543058 (IR) 24-JUN-2020	1543058 (IR) 24-JUN-2020	Eiger BioPharmaceuticals, Inc.	Registered
17.	ZOKINVY	USA	90005739 Jun. 17, 2020	6317378 Apr. 06, 2021	Eiger BioPharmaceuticals, Inc.	Registered



Pledged Collateral Account Control Agreement

Pledged Collateral Account Control Agreement

Account Number (Internal Use Only)

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PLEGGED COLLATERAL ACCOUNT CONTROL AGREEMENT

INSTRUCTIONS: Complete Boxes A, B, and C.

1. The Parties

The Parties to this agreement ("Agreement") are the Client named below, the Creditor named below and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch").

2. The Pledged Account

Box A

Client has granted Creditor a security interest in Merrill Lynch account [REDACTED] ("Account") pursuant to a separate Pledge or Security Agreement between Client and Creditor.

If the Account will be a new Merrill Lynch account, Client hereby instructs Merrill Lynch to transfer the assets listed in Exhibit A to the Account. The Account shall be maintained as a cash securities account, and will be titled "[Name of Client] Pledged Collateral Account for [Name of Creditor]" or a substantially similar title.

The purpose of this Agreement is to perfect the Creditor's security interest in the Account by granting Creditor control over the Account; however, this Agreement does not create Creditor's security interest in the Account in that Client and Creditor have a separate Pledge or Security Agreement for such purpose.

Client represents that client has not granted a security interest in the Account to any party other than Creditor, except for Merrill Lynch's broker lien referenced in section 7 and any lien for service fees to an Investment Manager or Agent named in Box B in section 4. Merrill Lynch has not entered into a Control Agreement with respect to the Account with any other party and agrees that it will not do so while this Agreement is in effect. The manager signing this Agreement on behalf of Merrill Lynch hereby represents, to the best of his or her knowledge, that no person other than Client, Creditor, Merrill Lynch and any Investment Manager or Agent named in Box B in section 4 has any claim, lien or interest in the Account or the assets in the Account. Except as set forth below in section 3, all assets in or credited to the Account, including without limitation, any cash or money account designated by the Client for the sweep of cash balances (e.g. money market mutual funds or bank deposit accounts) will be treated as financial assets under Article 8 of the New York Uniform Commercial Code.

3. Excluded Assets

Client and Creditor acknowledge that the following assets (each an "Excluded Asset" and, collectively, "Excluded Assets") are not covered by this Agreement even if shown, for information purposes, on a periodic account statement for the Account, because Merrill Lynch is not the legal custodian of such assets (i.e., they are not in or credited to the Account): shares of the Merrill Lynch Institutional Funds (unless such shares are held directly by Merrill Lynch), non-listed limited partnership interests, annuities and life insurance contracts, and precious metals. Merrill Lynch will not be responsible for assuring that any Excluded Assets are not acquired with Assets from the Account.

4. Client's Authority over the Account

Until Creditor delivers to Merrill Lynch a Notice of Exclusive Control pursuant to section 6, Client will have full authority to give instructions with respect to assets in the Account in regard to voting and other rights, but will not have the authority to give any entitlement orders with respect to, or terminate or withdraw assets from the Account, except as may be provided in Box C, without written consent by Creditor. Client's authority with respect to trading in the Account and receipt of income from the Account will be governed by the completion of boxes B and C, which authority Creditor may revoke at any time by providing written notice to Merrill Lynch delivered to Merrill Lynch at the address of the branch office servicing the Account as indicated on the most recent account statement.

If an Investment Manager or Agent is named in Box B, Creditor agrees that the assets in the Account are subject to Client's agreement with such manager or agent and that periodic payment of normal advisory and service fees from assets in the Account pursuant to such an agreement is permitted without consent of Creditor.

Box B

Is Client permitted to trade in the Account?

Yes No

If yes, except as otherwise provided in section 6, Merrill Lynch may comply with any trading instructions from Client or the Investment Manager or Agent named below without further consent by Creditor.

Print name of Merrill Lynch advisory service, Investment Manager or Agent designated by separate power of attorney or equivalent document on file with Merrill Lynch

Box C

Is Client permitted to withdraw income?

Yes No

If yes, Client is authorized to receive all interest and regular cash dividends earned on assets in the Account monthly:

by check

or

by transfer to account no. [REDACTED]

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5. Control by Creditor

Merrill Lynch agrees to comply with any instructions it receives from Creditor at any time to transfer, sell, redeem, close open trades or otherwise liquidate any assets in the Account (including instructions to transfer assets directly to, or into an account in the name of, Creditor), without further consent by Client. All instructions to transfer assets from the Account must be in writing. If Creditor is an entity, Merrill Lynch is authorized to take instructions from any person Merrill Lynch reasonably believes represents Creditor.

6. Notice of Exclusive Control

Creditor may at any time deliver to Merrill Lynch a "Notice of Exclusive Control" substantially in the form of Exhibit B. Upon receipt of such notice by the manager of the Merrill Lynch office servicing the Account, Merrill Lynch will cease complying with trading instructions from, or on behalf of, Client with respect to the Account, cease distributing to Client interest and regular cash dividends earned on assets in the Account, and refuse to accept any other instructions from Client intended to exercise any authority with respect to the Account except upon instruction of Creditor.

7. Priority of Creditor's Security Interest

So long as this Agreement is in effect, Merrill Lynch subordinates in favor of Creditor any security interest, lien, or right of setoff it may have, now or in the future, against assets in the Account, except Merrill Lynch may retain a prior lien on assets in the Account to secure payment for assets purchased for the Account and to collect normal commissions and service fees.

8. Duplicate Statements and Confirmations

Merrill Lynch will send Creditor duplicate copies of periodic account statements and trade confirmations, if any, contemporaneously with those sent to Client. If Creditor stops receiving such duplicate Account statements and trade confirmations, Creditor shall provide Merrill Lynch with written notice of such at the address of the branch office servicing the Account as indicated on the account statement.

9. Responsibility and Protection of Merrill Lynch

Except for permitting a transfer of assets from the Account in violation of section 4, Merrill Lynch will not be liable to Creditor for complying with instructions from Client, or any Investment Manager or Agent named in Box B in section 4, that are received by Merrill Lynch before Merrill Lynch receives a Notice of Exclusive Control in accordance with section 6. Merrill Lynch will not be liable to Client for complying with a Notice of Exclusive Control or any instructions received from any person Merrill Lynch reasonably believes represents Creditor. Merrill Lynch has no duty to investigate whether Creditor is authorized under the Pledge or Security Agreement to give such Notice of Exclusive Control or such instructions.

Client hereby agrees to indemnify and hold harmless Merrill Lynch, its officers, directors, employees and agents, and any Investment Manager or Agent named in Box B in section 4, against claims, liabilities and expenses arising out of maintenance of the Account pursuant to this Agreement (including reasonable attorneys' fees), except if such claims, liabilities or expenses are caused solely by Merrill Lynch's or such manager's or agent's gross negligence or willful misconduct, respectively.

Creditor hereby agrees to indemnify and hold harmless Merrill Lynch, its officers, directors, employees and agents, and any Investment Manager or Agent named in Box B in section 4, against claims, liabilities and expenses (including reasonable attorneys' fees) arising out of Merrill Lynch's compliance with any instructions from Creditor with respect to the Account except if such claims, liabilities or expenses are caused solely by Merrill Lynch's or such manager's or agent's gross negligence or willful misconduct, respectively.

This Agreement does not create any obligations for Merrill Lynch except for those expressly set forth in this Agreement.

10. Termination; Survival

Creditor may terminate this Agreement by providing written notice to Merrill Lynch at the address of the branch office servicing the Account as indicated on the most recent account statement. Upon such notification by Creditor to Merrill Lynch that Creditor's security interest in the Account has terminated, this Agreement will automatically terminate. Merrill Lynch may terminate this Agreement by providing thirty (30) days written notice to Creditor and Client. In the event that Merrill Lynch voluntarily terminates this Agreement, Merrill Lynch shall transfer the assets in the Account as directed in writing by the Creditor. Section 9, "Responsibility and Protection of Merrill Lynch," will survive termination of this Agreement.

11. Effect of Agreement

Client and Creditor agree that this Agreement supplements the applicable Merrill Lynch account agreement with respect to the Account, and any related agreement if the Account is a managed account under a Merrill Lynch advisory program with a manager named in Box B, and that it does not abridge any rights that Merrill Lynch might otherwise have, except as provided in section 7. If there is any inconsistency between this Agreement and such Merrill Lynch account agreements this Agreement will control. The Parties also acknowledge that there are no other understandings or agreements with Merrill Lynch concerning the Account except for this Agreement, the Merrill Lynch account agreement(s) and any agreement with an Investment Manager or Agent named in Box B to which Merrill Lynch may be a party. **If the account number identified or referenced in Box A above is changed for any reason by Merrill Lynch, this Agreement shall also cover the successor or replacement account number.**

12. Governing Law

This Agreement and the Account will be governed by the internal laws of the State of New York with respect to interpretation and enforcement.

13. Amendments

No amendment of, or waiver of a right under, this Agreement will be binding unless it is in writing and signed by the party to be charged.

14. Severability

To the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted.

15. Successors and Assigns of Creditor

A successor to or assignee of Creditor's rights and obligations under the Pledge or Security Agreement between Creditor and Client will succeed to Creditor's rights and obligations under this Agreement.

Pledged Collateral Account Control Agreement

Form 1226-0722 (01/2022)



SIGNATURE PAGE

INSTRUCTIONS:

Fill in names and addresses and sign. Use Exhibit A to list the assets to be transferred into the Merrill Lynch Pledged Collateral Account.

PLEASE NOTE:

This Agreement may be executed in counterparts, but the preparer should provide the completed original to Merrill Lynch with signed photocopy counterparts provided to Client and Creditor.

Client:

Client's Name (Print) **Eiger BioPharmaceuticals, Inc**

Creditor:

Innovatus Life Sciences Lending Fund I, LP

Creditor's Name (Print) **By: Innovatus Life Sciences GP, LP, its General Partner**

PLEASE NOTE:

This is the name to whom periodic account statements and trade confirmations will be addressed unless another officer's name is provided to Merrill Lynch for this purpose.

Merrill Lynch, Pierce, Fenner, & Smith Incorporated:

PLEASE NOTE:

Financial Advisors are ineligible to sign on behalf of MLPF&S.

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Investment products:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
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Pledged Collateral Account Control Agreement

Account Number (Internal Use Only)

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SIGNATURE PAGE

INSTRUCTIONS:

Fill in names and addresses and sign. Use Exhibit A to list the assets to be transferred into the Merrill Lynch Pledged Collateral Account.

PLEASE NOTE:

This Agreement may be executed in counterparts, but the preparer should provide the completed original to Merrill Lynch with signed photocopy counterparts provided to Client and Creditor.

Client:

Client's Name (Print) **Eiger BioPharmaceuticals, Inc**

PLEASE NOTE:

This is the name to whom periodic account statements and trade confirmations will be addressed unless another officer's name is provided to Merrill Lynch for this purpose.

PLEASE NOTE:

Financial Advisors are ineligible to sign on behalf of MLPF&S.

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Investment products:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
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