Fill in this information to identify the case:

Debtor Marlinspike Therapeutics, Inc.

United States Bankruptcy Court for the: _____ District of Delaware (State)

Case number 25-12203

Modified Official Form 410
Proof of Claim

04/25

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?**

Digital Insurance, LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

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

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Digital Insurance, LLC 300 Galleria Pkwy Ste 1950 Atlanta, Georgia 30339	
Contact phone _____	Contact phone _____
Contact email See summary page	Contact email _____

(see summary page for notice party information)

Uniform claim identifier (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing? _____



25122032607100000000000002

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?** $ 9428.79 . **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.

Human Resources Consulting Services - Unpaid Invoices

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

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

Value of property: $_____

Amount of the claim that is secured: $_____

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

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

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

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

☑ No

☐ Yes. Identify the property: _____

25122032607100000000000002

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
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 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)(3) 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 07/10/2026
MM / DD / YYYY

/s/Kristie Dang
Signature

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

Name: Kristie Dang
First name Middle name Last name

Title: Vice President of Human Resources Consulting

Company: Digital Insurance, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic 866-927-7091 | International 310-751-2657

Debtor:
25-12203 - Marlinspike Therapeutics, Inc.
District:
District of Delaware

Creditor:
Digital Insurance, LLC
300 Galleria Pkwy Ste 1950
Atlanta, Georgia , 30339
Phone:
Phone 2:
Fax:
Email:
lourdes.rodriguez@onedigital.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Disbursement/Notice Parties:
Benjamin R. Taylor
201 South Orange Avenue
Orlando, FL, 32801
Phone:
Phone 2:
Fax:
E-mail:
brtaylor@bakerlaw.com

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Human Resources Consulting Services - Unpaid Invoices

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
9428.79

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Kristie Dang on 10-Jul-2026 7:47:24 a.m. Pacific Time
Title:
Vice President of Human Resources Consulting
Company:
Digital Insurance, LLC

VN: 6DD3402D1D57B16B95DC77069063A2B0

Fill in this information to identify the case:

Debtor 1 Marlinspike Therapeutics, Inc.

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: District of Delaware

Case number 26-12203

Official Form 410

Proof of Claim

04/25

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

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

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

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

Part 1: Identify the Claim

1. **Who is the current creditor?**

Digital Insurance, LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Lourdes Rodríguez-Morera Name	_____ Name
300 Galleria Pkwy Ste 1950 Number Street	_____ Number Street
Atlanta GA 30339 City State ZIP Code	_____ City State ZIP Code
Contact phone 954-758-7573	Contact phone _____
Contact email lourdes.rodriguez@onedigital.com	Contact email _____

Uniform claim identifier (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing? _____

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

6. **Do you have any number you use to identify the debtor?**

☑ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ 9,428.79 . **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.

Human Resources Consulting Services

9. **Is all or part of the claim secured?**

☑ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____

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

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts 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 one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

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)(3) 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 acknowledgment 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 a 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 07/09/2026
MM / DD / YYYY

Kristie Dang
Signature

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

Name: Kristie Dang
First name Middle name Last name

Title: Vice President of Human Resources Consulting

Company: Digital Insurance, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 1450 Maria Lane, Suite 400
Number Street

Walnut Creek CA 94596
City State ZIP Code

Contact phone 925-407-1170 Email kristie.dang@onedigital.com

Print | Save As... | Add Attachment | Reset

ATTACHMENT TO PROOF OF CLAIM

Digital Insurance, LLC ("OneDigital") submits this explanatory statement to the attached proof of claim ("Proof of Claim") and, in support thereof, states as follows in support:

I. Nature of Claims

On or about April 6, 2023, Digital Insurance LLC ("OneDigital") entered into a *Human Resources Consulting Services Agreement* (the "Agreement") with Marlinspike Therapeutics, Inc. (the "Debtor"). Under the Agreement, OneDigital agreed to provide human resources consulting services to the Debtor, including services related to benefits, compensation, employee relations, management coaching, recruiting, performance management, compliance, policy development, organizational development, and human resources/people program management.

The Agreement provided for services to be billed at the hourly rates set forth in the Agreement, together with reimbursement of agreed expenses. The Agreement required the Debtor to pay all bills within thirty (30) days after receipt and provided that a monthly charge of one and one-half percent (1.5%) would be added to invoiced amounts not paid within thirty (30) days of the invoice date. OneDigital performed services for the Debtor and issued invoices for those services. The Debtor failed to pay certain amounts due and owing, as reflected in the invoices attached to the Proof of Claim. Accordingly, OneDigital submits this Proof of Claim for all unpaid amounts due under the Agreement, together with any applicable late charges, fees, expenses, attorneys' fees, and other amounts recoverable under the Agreement or applicable law.

II. Reservation of Rights

The filing of this Proof of Claim shall not constitute: (a) a waiver or release by OneDigital of any rights or remedies it has against the Debtor or any other person or property; (b) a waiver by OneDigital of the right to contest the jurisdiction of this Court with respect to the subject matter

of the claim asserted in this Proof of Claim, any objection or other proceeding with respect thereto, or any other proceeding commenced in this case against or otherwise involving OneDigital; (c) a waiver of the right to move to withdraw the jurisdictional reference, or otherwise challenge the jurisdiction of this Court; (d) a waiver of the right to assert a different or enhanced claim, or classification of priority or security with respect to any such claims so asserted; (e) an election of remedies or choice of law; or (f) a waiver of any right to trial by jury that OneDigital may have in any civil proceeding relating to the facts and circumstances referenced herein.

For the avoidance of doubt, OneDigital reserves the right to amend, modify, or supplement this Proof of Claim and to file proofs of claim for additional claims that may be based on the respective rights and obligations arising under the relationship described herein to the events and circumstances referenced herein. Additionally, OneDigital reserves the right to attach or produce additional documentation supporting its claims and additional documents that may become available after further investigation and discovery.

Christine Mathews CONSULTING, INC. | ONEDIGITAL

200 Galleria Parkway, Suite 1950, Atlanta, GA 30339 | Office: (770) 250-2900

HUMAN RESOURCES CONSULTING SERVICES AGREEMENT

This Human Resources Consulting Services Agreement (this "***Agreement***") is made and entered into as of April 6, 2023 (the "***Effective Date***") by and between Digital Insurance LLC, a Delaware limited liability company ("***OneDigital***") and Marlinspike Therapeutics, Inc. ("***Client***").

WHEREAS, Client desires to engage OneDigital as an advisor and consultant with respect to the Client's human resources requirements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, OneDigital and Client, intending to be legally bound, hereby agree as follows:

1. Services.

OneDigital will provide human resources consulting services to Client as requested ("***Services***"). These services may include, but are not limited to, the following:

(a) Benefit Plan Selection, Review, Analysis, Administration and Management

(b) Compensation Strategy, Analysis and Recommendations

(c) Employee Relations Support and Coaching

(d) Management Coaching

(e) Recruiting Strategy and Talent Acquisition

(f) Reward and Recognition Program Development and Review

(g) Performance Management System Development and Review

(h) Compliance Evaluation and Recommendations

(i) Policy Strategy and Development

(j) Organization Development and Employee Education Initiatives

(k) Human Resources/People Program Management

2. Operating Principles.

(a) Client agrees to designate an individual with responsibility for human resources and people management to interface with OneDigital (the "***Management Sponsor***"). The Management Sponsor will:

(i) Work with OneDigital to set clear objectives for OneDigital

(ii) Review progress in a weekly "sync" meeting and/or conversation

(iii) Respond to check-ins from OneDigital as to overall status of work and relationship

(iv) Provide feedback on any concerns

(v) Provide OneDigital appropriate access to information, files, records in accordance with the agreed upon objectives

(b) OneDigital will keep the Management Sponsor regularly updated as to progress on objectives and let management sponsor know of any obstacles to progress.

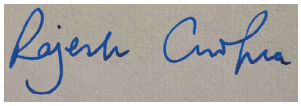
3. Compensation and Expenses. Client agrees to compensate OneDigital as set forth in **Exhibit B**. All agreed upon expenses will be reimbursed. Client will pay all bills within thirty days of receipt. A monthly fee of one and one-half percent will be added for all invoiced amounts for which payment has not been received within thirty days of the invoice date.

4. Terms and Conditions. Client and OneDigital hereby agree to the Terms and Conditions set forth on **Exhibit A**.

IN WITNESS WHEREOF, this agreement has been duly executed by the authorized representative of OneDigital and Client effective as of the Effective Date.

CLIENT

Marlinspike Therapeutics, Inc.



Name: Raj Chopra
Title: Interim Chief Executive Officer

ONEDIGITAL

Digital Insurance LLC

Christine Mathews

Name: Christine Mathews
Title: Principal

EXHIBIT A
TERMS AND CONDITIONS

1. Relationship of Parties. OneDigital is an independent contractor. No employment relationship is created by this Agreement and:

(a) OneDigital shall retain independent professional status throughout the term of this Agreement and shall use its own discretion in performing the tasks assigned, including manners, methods and times of such performance.

(b) OneDigital will report as income to the appropriate government agencies all compensation received pursuant to this Agreement and will pay all applicable taxes. Client will not make deductions from its fees to OneDigital for taxes, insurance, bonds or any other subscription of any kind.

(c) OneDigital will provide its own tools as needed for the performance of this Agreement.

2. Confidentiality.

(a) Definition. "***Client Confidential Information***" means information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, finances, business, affairs, operations and personnel data of Client, or any employee of Client. Client Confidential Information does not include any information (i) which OneDigital knew without restrictions on confidentiality before Client disclosed it to OneDigital; (ii) which has become publicly known through no wrongful act of OneDigital; (iii) which OneDigital developed independently and without use of or reference to Client Confidential Information; (iv) or which OneDigital is required to disclose by law.

(b) Non-Disclosure. OneDigital agrees not to disclose any Client Confidential Information and to take reasonable precautions (at least as strict as it takes to protect its own confidential information) to prevent its unauthorized dissemination both during and after the term of this Agreement. Without limiting the scope of this duty, OneDigital agrees to limit internal distribution of Client Confidential Information to its employees, contractors and agents who have a need to know, and to take steps to ensure that the dissemination is so limited. OneDigital agrees not to use any Client Confidential Information for its own benefit, or for the benefit of anyone other than Client. Without limiting the scope of this duty, OneDigital agrees not to design or produce any products or services that incorporate any Client Confidential Information. OneDigital shall be liable for any breach of this Agreement by its employees, contractors and agents.

(c) Ownership of Client Confidential Information. All Client Confidential Information remains the property of Client and no license or other rights in the confidential information is granted hereby. Upon Client's written request, OneDigital agrees to return to Client all Client Confidential Information, including but not limited to all computer programs documentation, notes, plans, drawings, and copies thereof.

(d) Work Product. Any information, data, results, materials, writings, documentation, and deliverables, whether or not patentable or copyrightable, made by OneDigital as a result of services rendered under this Agreement (collectively, "Work Product") will be the property of the Client. Notwithstanding the foregoing, all intellectual property, previously created work products and confidential information owned by OneDigital as of the Effective Date hereof shall belong to OneDigital. In addition, the parties acknowledge that OneDigital is in the business of creating similar work products on a regular basis for other clients and nothing herein shall prevent OneDigital from creating a similar work

product in OneDigital's future business endeavors, so long as no Client Confidential Information are involved or incorporated into said future work product.

3. Non-Solicitation. Client shall not solicit for employment or engagement as independent contractors any employees or independent contractors of OneDigital introduced by OneDigital to Client without the express written consent of OneDigital. If at any time during the term of this Agreement or within twelve months thereafter Client employs or engages any employee or independent contractor of OneDigital who provides services in the area of Human Resources there shall be due and owing to OneDigital from Client the sum of seventy-five percent of the first year's total targeted compensation from Client to such employee or independent contractor, whether such pay is made directly or indirectly. This commission shall be due on the date of hire for an employee and one year from the date of hire for an independent contractor.

4. Termination.

(a) For Convenience. Client or OneDigital may terminate this Agreement without any reason by giving fourteen days written notice to the other party. If Client terminates this Agreement, it will pay OneDigital promptly for all work performed partially or wholly as well as all outstanding invoices in accordance with this Agreement. If Client terminates for any business reason other than OneDigital's failure to perform, Client will compensate OneDigital through the termination period of fourteen days at OneDigital's current hourly rate and based on OneDigital's regularly scheduled time allocation for Client.

(b) Termination for Non-Compliant Services. If any Services or work product arising from the Services is rejected by Client as not complying with any written description of Services or work product agreed upon by the parties, then Client may terminate this Agreement immediately by giving written notice to OneDigital and will not owe any amount for non-compliant Services or work product which has been rendered prior to such termination.

5. Limitation of Liability. OneDigital shall not be liable for any indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, data, or data use, incurred by Client or any third party, whether in an action in agreement or tort, even if Client or any other person has been advised of the possibility of such damages, provided, however, that this **Section 5** shall not be construed so as to relieve OneDigital of any liability by reason of criminal conduct, fraud, intentional wrongdoing or gross negligence. OneDigital carries an Errors and Omissions policy with coverage up to $1,000,000 for any such liability. **IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID OVER THE MOST RECENT TWELVE MONTHS BY CLIENT TO ONEDIGITAL UNDER THIS AGREEMENT.**

6. Miscellaneous.

(a) Assignment. Neither party may assign or delegate its rights or obligations under this Agreement without the other's written consent, provided, however, that either Client or OneDigital may assign this Agreement in a change of control of the Client or OneDigital, or sale of all or substantially all its assets to which this Agreement relates.

(b) Governing Law; Severability. California law shall govern and enforce this Agreement. Any legal action between the parties shall be subject to the jurisdiction of the state and federal courts in Santa Clara County, California. Both parties waive any objection to personal jurisdiction or venue in any forum located in such jurisdiction. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

(c) Survival of Terms. The provisions of the above paragraphs Relationship of Parties, Confidentiality, Limitation of Liability and Miscellaneous shall survive termination of this Agreement.

(d) Complete Understanding; Modification. This Agreement, together with the proposal(s) to which it relates the attached exhibits, constitutes the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersede all prior understandings and agreements relating to such subject matter. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties. The provisions of this Agreement shall prevail over any conflicting provisions in a purchase order, acceptance notice or other document.

****End Exhibit A****

EXHIBIT B
COMPENSATION

1. Hourly Rates. Services provided by OneDigital shall be billed at the following hourly rates:

Title of OneDigital's Employee/Contractor	*Hourly Rate*
Executive Consulting Leaders	$275-$400
Senior Human Resource Consultant	$215-$275
Senior Human Resource/People Business Partners	$175-$225
Human Resource/People Business Partners	$150-$185
Human Resource/People Operations Manager	$135-$170
Human Resource/People Generalist	$110-$150
Human Resource/People Specialist	$90-$120
Human Resource/People Coordinator	$80-$100
Talent Leader	$200-$250
Senior Talent Acquisition Partner	$150-$200
Talent Acquisition Partner	$100-$150

2. Anticipated Personnel Specific OneDigital personnel we anticipate may be involved are:

Title of OneDigital's Employee/Contractor	*Hourly Rate*	*Target Weekly Hours*
Lenore Ockerberg	$189	TBD

3. Travel. Should Client require OneDigital to travel out of the immediate area, for any reason, or if Client requires OneDigital to provide Services onsite from time to time and OneDigital typically provides virtual or remote Services, all travel expenses including but not limited to airfare, transportation, lodging, meals, and laundry/cleaning service will be billed at cost to Client. All travel time and work related to the trip will be billed at 100% of the current hourly rate.

4. Parking. If Client is unable to provide ample parking for OneDigital or the location of business is not conveniently located within one-half mile of public transportation (public transportation being train, subway, BART), then the cost of daily parking will be added to Client's monthly invoice.

5. Other Billing Terms.

(a) OneDigital shall invoice Client monthly for Services performed in the preceding month.

(b) Client will be billed for all hours worked.

(c) Other OneDigital personnel may be added to the team with the approval (which can be via email) of the Management Sponsor. Any engagement of OneDigital personnel working in the areas of

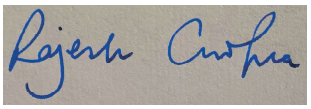
leadership or management development shall be covered by Statements of Work rather than the hourly structure above.

(d) The hourly rates set forth will increase five percent, effective January 1 of each year that this Agreement is in effect.

(e) Any consulting work using The Predictive Index platform will result in a twenty-five percent increase in hourly rates for the OneDigital employee or contractor using such platform while using the platform.

ACKNOWLEDGED BY CLIENT:

Marlinspike Therapeutics, Inc.



Name: Raj Chopra
Title: Interim Chief Executive Officer

Digital Insurance LLC

Christine Mathews CONSULTING, INC.

A ONEDIGITAL COMPANY

Invoice

Invoice #: 152192
Invoice Date:07/31/2025
Payment Terms: Due on Receipt
Customer ID: C-08645

Payments not received by the due date will be subject to a late payment charge.

Bill To:
Marlinspike Therapeutics, Inc.
150 Cambridge Park Drive
8th Floor
Cambridge, MA 02140
United States of America

Project	Service Period	PO Number
Marlinspike Therapeutics, Inc. : HR	7/1/25 To 7/31/25	

Date	Consultant	Memo	Quantity	Unit Price	Total
Jul 1, 2025	Jennifer Vallor	offboarding questions	1	$208.37	$ 208.37
Jul 3, 2025	Jennifer Vallor	offboarding	1.5	$208.37	$ 312.56
Jul 7, 2025	Jennifer Vallor	Kathy's offboarding	1.5	$208.37	$ 312.56
Jul 9, 2025	Jennifer Vallor	Kathy's offboarding	1	$208.37	$ 208.37
Jul 11, 2025	Jennifer Vallor	offboard Kathy	1	$208.37	$ 208.37
Jul 14, 2025	Jennifer Vallor	offboarding Kathy	0.25	$208.37	$ 52.09

Subtotal	$ 1,302.32
Tax	$ 0.00
Total	$ 1,302.32

Remit To: Digital Insurance, LLC
P.O. Box 734429
Dallas, TX 75373-4429

Email: david.thach@onedigital.com
Telephone: +1 770-250-2900

Digital Insurance LLC

Christine Mathews CONSULTING, INC.

A ONEDIGITAL COMPANY

Invoice

Invoice #: 143417
Invoice Date:04/30/2025
Payment Terms: Net 30
Customer ID: C-08645

Payments not received by the due date will be subject to a late payment charge.

Bill To:
Marlinspike Therapeutics, Inc.
150 Cambridge Park Drive
8th Floor
Cambridge, MA 02140
United States of America

Project	Service Period	PO Number
Marlinspike Therapeutics, Inc. : HR	4/1/25 To 4/30/25	

Date	Consultant	Memo	Quantity	Unit Price	Total
Apr 1, 2025	Jennifer Vallor	offboarding	3	$208.37	$ 625.11
Apr 2, 2025	Jennifer Vallor	offboarding	2	$208.37	$ 416.74
Apr 4, 2025	Jennifer Vallor	offboarding	2.5	$208.37	$ 520.93
Apr 7, 2025	Jennifer Vallor	offboarding	4	$208.37	$ 833.48
Apr 8, 2025	Jennifer Vallor	offboarding	5	$208.37	$ 1,041.85
Apr 10, 2025	Jennifer Vallor	offboarding	4.5	$208.37	$ 937.67
Apr 11, 2025	Jennifer Vallor	offboarding	5	$208.37	$ 1,041.85
Apr 14, 2025	Jennifer Vallor	questions on separation agreements and COBRA	1.5	$208.37	$ 312.56
Apr 15, 2025	Jennifer Vallor	COBRA question	0.25	$208.37	$ 52.09
Apr 16, 2025	Jennifer Vallor	separation agreements	1	$208.37	$ 208.37
Apr 21, 2025	Jennifer Vallor	filing	0.5	$208.37	$ 104.19
Apr 23, 2025	Jennifer Vallor	agreements, transfer, severance payment question	1	$208.37	$ 208.37
Apr 28, 2025	Jennifer Vallor	COBRA question, separation agreement question, Hanmo's transfer	1.75	$208.37	$ 364.65

Subtotal	$ 6,667.86
Tax	$ 0.00
Total	$ 6,667.86

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Dallas, TX 75373-4429

Email: david.thach@onedigital.com
Telephone: +1 770-250-2900

Digital Insurance LLC

Christine Mathews CONSULTING, INC.

A ONEDIGITAL COMPANY

Invoice

Invoice #: 145900
Invoice Date:05/31/2025
Payment Terms: Net 30
Customer ID: C-08645

Payments not received by the due date will be subject to a late payment charge.

Bill To:
Marlinspike Therapeutics, Inc.
150 Cambridge Park Drive
8th Floor
Cambridge, MA 02140
United States of America

Project	Service Period	PO Number
Marlinspike Therapeutics, Inc. : HR	5/1/25 To 5/31/25	

Date	Consultant	Memo	Quantity	Unit Price	Total
May 6, 2025	Jennifer Vallor	COBRA question	0.25	$208.37	$ 52.09
May 7, 2025	Jennifer Vallor	transfer question	0.25	$208.37	$ 52.09
May 8, 2025	Jennifer Vallor	COBRA and benefits check in	0.5	$208.37	$ 104.19
May 13, 2025	Jennifer Vallor	COBRA and options question	0.5	$208.37	$ 104.19
May 19, 2025	Jennifer Vallor	downloading files from DocuSign and saving to share drive	0.5	$208.37	$ 104.19

Subtotal	$ 416.75
Tax	$ 0.00
Total	$ 416.75

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P.O. Box 734429
Dallas, TX 75373-4429

Email: david.thach@onedigital.com
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Digital Insurance LLC

Christine Mathews CONSULTING, INC.

A ONEDIGITAL COMPANY

Invoice

Invoice #: 148808
Invoice Date:06/30/2025
Payment Terms: Due on Receipt
Customer ID: C-08645

Payments not received by the due date will be subject to a late payment charge.

Bill To:
Marlinspike Therapeutics, Inc.
150 Cambridge Park Drive
8th Floor
Cambridge, MA 02140
United States of America

Project	Service Period	PO Number
Marlinspike Therapeutics, Inc. : HR	6/1/25 To 6/30/25	

Date	Consultant	Memo	Quantity	Unit Price	Total
Jun 4, 2025	Jennifer Vallor	Rippling renewal, check in on status of Kathy and Shrouq	0.5	$208.37	$ 104.19
Jun 5, 2025	Jennifer Vallor	check in on status of Kathy and Shrouq, COBRA question, migration of documents from DocuSign to Box	2	$208.37	$ 416.74
Jun 6, 2025	Jennifer Vallor	migration of documents from DocuSign to Box	0.5	$208.37	$ 104.19
Jun 13, 2025	Jennifer Vallor	Breezy receipts and subscription	0.5	$208.37	$ 104.19
Jun 17, 2025	Jennifer Vallor	PTO question	0.25	$208.37	$ 52.09
Jun 18, 2025	Jennifer Vallor	question from Accounting	0.25	$208.37	$ 52.09
Jun 20, 2025	Jennifer Vallor	offboard Sharouq	0.25	$208.37	$ 52.09
Jun 26, 2025	Jennifer Vallor	options question from former employee	0.25	$208.37	$ 52.09
Jun 30, 2025	Jennifer Vallor	offboarding questions from Paul	0.5	$208.37	$ 104.19

Subtotal	$ 1,041.86
Tax	$ 0.00
Total	$ 1,041.86

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