Fill in this information to identify the case:

Debtor Evercrisp Biosciences, Inc.

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

Case number 26-10000

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? _____



26100002607100000000000001

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?** $ 84647.71 . **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: _____

26100002607100000000000001

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:
26-10000 - Evercrisp Biosciences, 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:
84647.71

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 7:24:05 a.m. Pacific Time
Title:
Vice President of Human Resources Consulting
Company:
Digital Insurance, LLC

VN: 899BFAC5CE35364226255BDD96B71A38

Fill in this information to identify the case:

Debtor 1 Evercrisp Biosciences, Inc.

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: District of Delaware

Case number 26-10000

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?** $ 84,647.71 . **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 October 18, 2021, Digital entered into a *Human Resources Consulting Services Agreement* (the "Agreement") with Evercrisp Biosciences, Inc. (the "Debtor"). Pursuant to the Agreement, OneDigital provided HR advisory and consulting services to the Debtor, including benefits, compensation, employee relations, recruiting, performance management, compliance, policy, organizational development, and HR program management support. The Agreement provided for OneDigital to perform the services as an independent contractor and to bill the Debtor for services at the hourly rates set forth in the Agreement, together with reimbursement of agreed expenses. The Agreement further required the Debtor to pay invoices within thirty (30) days after receipt of an invoice 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 under the Agreement 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 the unpaid amounts due under the Agreement, together with any applicable charges, fees, expenses, 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.

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 October 18, 2021 (the "***Effective Date***") by and between Digital Insurance LLC, a Delaware limited liability company ("***OneDigital***") and Evercrisp Biosciences, 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 "sync" meeting and/or conversation

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

(iv) Provide prompt 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

Evercrisp Biosciences, Inc.

Spiros Liras

2021-Oct-18 22:09

Name: Spiros Liras
Title: Interim Chief Executive Officer

ONEDIGITAL

Digital Insurance LLC

Christine Mathews

2021-Oct-22 12:01

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, operations, and personnel data related to the business or affairs of Client, or any employee of Client. Client Confidential Information does not include any information (i) which OneDigital knew before Client disclosed it to OneDigital; (ii) which has become publicly known through no wrongful act of OneDigital; (iii) which OneDigital developed independently, as evidenced by appropriate documentation and without 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 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 who are bound by obligations of confidentiality at least as restrictive as those herein, 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.

(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. Except as specifically set forth in writing and signed by both Client and OneDigital, OneDigital shall have all copyright and patent rights with respect to all materials developed in the course of performing the Services under this Agreement, and Client is hereby granted a non-exclusive license to use and employ such materials within the Client's business.

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 immediately 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 damages, including direct, 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** Error! Reference source not found. shall not be construed so as to relieve OneDigital of any liability by reason of criminal conduct, fraud, intentional wrongdoing or 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 THREE MONTHS BY CLIENT TO ONEDIGITAL UNDER THIS AGREEMENT FOR THE SERVICES OR DELIVERABLES GIVING RISE TO SUCH LIABILITY.**

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	$250-$350
Senior People Business Partners	$170-$225
People Business Partners/People Operations Managers	$140-$160
Talent Leaders	$200-$300
Principal Recruiters	$175-$195
Senior Recruiters	$150-$170
Administrators	$75-$110

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

Title of OneDigital's Employee/Contractor	***Hourly Rate***
Catalina Webb	$190

3. Travel. Should Client require OneDigital to travel out of the immediate area, for any reason, 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 applicable billing 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) Other OneDigital personnel may be added to the team with the approval of the Management Sponsor. Any engagement of OneDigital personnel working in the areas of leadership or management development or in executive recruiting shall be covered by Statements of Work rather than the hourly structure above.

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

(c) 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:

Evercrisp Biosciences, Inc.

Spiros Liras

2021-Oct-18 22:09

Name: Spiros Liras
Title: Interim Chief Executive Officer

Digital Insurance LLC

Christine Mathews CONSULTING, INC.

A ONEDIGITAL COMPANY

Invoice

Invoice #: 143472
Invoice Date:04/30/2025
Payment Terms: Net 30
Customer ID: C-4895

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

Bill To:
Evercrisp Biosciences, Inc.
230 Park Avenue
Suite 2800
New York, NY 10128
United States of America

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

Date	Consultant	Memo	Quantity	Unit Price	Total
Apr 1, 2025	Janelle Buzon	- Finalize terminations (systems, process, COBRA, etc) - Negotiate PM consulting role - Finance Meeting - HR Meeting with Kayla - General HRBP support through email correspondence and other messages	4	$225.75	$ 903.00
Apr 3, 2025	Janelle Buzon	- Screen Rashmi B. for in vivo consulting role - Follow-up with John W. re. Facilities/Ops role - Finalize termination agreements/ answer questions from terminated employees and assist with resume building - Other HRBP Support including general HR inquiries and emails.	3	$225.75	$ 677.25
Apr 4, 2025	Janelle Buzon	-Offboarding of Colleen M. in systems - Finalize JD for VP of translational biology - Correspondence with Meenu re. HR tasks/ planning - Meetings: Meet with Mally re. PM contract finalization (fees), Call with Ying regarding Oligo role, Finalize offer to Paul Jordan, AD for Protein Engineering, call with GYB re. feedback. -Other HR support including emails/ general messages	5	$225.75	$ 1,128.75
Apr 4, 2025	Trisha Pantera	LinkedIn post: VP Translational Biology	0.5	$130.00	$ 65.00

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

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Date	Consultant	Memo	Quantity	Unit Price	Total
Apr 7, 2025	Janelle Buzon	- 1:1 with Josh - TA meeting with Pengcheng and Kayla- regroup re. SRA requisition - Preparation for onboarding - new hire confirmations and preliminary set-up in systems - General HR support and resolution	2	$225.75	$ 451.50
Apr 8, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
Apr 8, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00
Apr 9, 2025	Janelle Buzon	- Offer negotiations and preparation - Work on Mat Leave Planning - General HR Correspondence and Inquiry support via email	2	$225.75	$ 451.50
Apr 10, 2025	Janelle Buzon	- Meeting with Stephanie - Continuous support for New hire letters and process. -email correspondence and general HR inquiries	3	$225.75	$ 677.25
Apr 11, 2025	Janelle Buzon	-Meeting with Meenu -Finalize offer letters and amendments - Finalize onboarding of new hires in different HR systems - Bamboo HR, Employee Navigator - Prepare and Set-up i9 process and Everify for new hires - Review ECB files - Other hiring/sourcing support and messaging	5	$225.75	$ 1,128.75
Apr 14, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
Apr 14, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00
Apr 14, 2025	Trisha Pantera	LinkedIn post: Associate Scientist, Analytical Chem	0.5	$130.00	$ 65.00
Apr 15, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00
Apr 15, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
Apr 16, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
Apr 16, 2025	Trisha Pantera	LinkedIn post: Principal Scientist/Associate Director, Protein Sciences	0.5	$130.00	$ 65.00
Apr 18, 2025	Janelle Buzon	Meeting with Ying Wu Meeting with Meenu and Ben	1	$225.75	$ 225.75
Apr 21, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
Apr 21, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00
Apr 22, 2025	Janelle Buzon	Overflow from last week -Hiring Strategy Support - Org Chart, JD reviews/ drafting, Candidate outreach/vetting - Mat Leave planning for Beeke - Org Planning/Mapping	4	$225.75	$ 903.00

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Date	Consultant	Memo	Quantity	Unit Price	Total
Apr 23, 2025	Janelle Buzon	-Meeting with Danijela, Meenu, Kayla, Masha re. VP of Translational (Tuesday) -Weekly 1:1 with Meenu -1:1 with Kayla -Meet with BS, JD and KT re. chemistry roles -Meet with SM re. PS roles -Meet with GYB -Other HRBP Support emails/routine questions.	4	$225.75	$ 903.00
Apr 23, 2025	Trisha Pantera	LinkedIn post: Scientist Bioconjugation Chemistry	0.5	$130.00	$ 65.00
Apr 25, 2025	Janelle Buzon	Meetings with: - MCK, BS, KC re. Resourcing and Timelines - One D to align on VP, Translational search - Call with Paul J. re. Start date and PS org changes - Call with Lingyan Wen re. In-Vivo role	3.5	$225.75	$ 790.13
Apr 28, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00
Apr 28, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00

Subtotal	$ 18,129.88
Tax	$ 0.00
Total	$ 18,129.88

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Digital Insurance LLC

Christine Mathews CONSULTING, INC.

A ONEDIGITAL COMPANY

Invoice

Invoice #: 143409
Invoice Date:04/30/2025
Payment Terms: Net 30
Customer ID: C-4895

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

Bill To:
Evercrisp Biosciences, Inc.
230 Park Avenue
Suite 2800
New York, NY 10128
United States of America

Project	Service Period	PO Number
Evercrisp Biosciences, Inc. : Recruiting	4/1/25 To 4/30/25	

Date	Consultant	Memo	Quantity	Unit Price	Total
Apr 1, 2025	Kayla Trefren	Weekly connect with Janelle, ordered background checks for 2 new employees, scheduled out NEO for 1 new employee for conference rooms, new employee and involved team members, scheduled HR call with Janelle and candidate, created BambooHR account	2	$125.00	$ 250.00
Apr 2, 2025	Kayla Trefren	Scheduled NEO for upcoming new employee / created NEO schedule / sent invitations to team members and new employee, scheduled NEO for other new employee / created NEO schedule / sent invitations to team, scheduled interviews for candidate via Zoom and next week onsite / created interview itinerary, sent invites to team members, sent itinerary and invites to candidate, NDA mgmt / sent to candidate and uploaded signed doc to candidate profile in Breezy	3	$125.00	$ 375.00
Apr 3, 2025	Kayla Trefren	Updates for candidates / new employees on their itinerary, BGC upload for new employee	1	$125.00	$ 125.00
Apr 4, 2025	Kayla Trefren	Closed out two filled roles in Breezy / LinkedIn / website, posted new approved role on LinkedIn and Breezy, prepped new / pending role in Breezy, prep for next week's NEO and other onsite visit	2	$125.00	$ 250.00

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Date	Consultant	Memo	Quantity	Unit Price	Total
Apr 7, 2025	Kayla Trefren	Updates to Breezy HR, reopened role, cancelled NEO, weekly connect with Josh, connect with Janelle, connect with Pengcheng and Beeke re: cancelled NEO,	3	$125.00	$ 375.00
Apr 8, 2025	Kayla Trefren	Created TA to HR Responsibilities and Candidate Flow Chart PPT for LT and Janelle, NDA mgmt, scheduled various interviews for candidates and team members	3	$125.00	$ 375.00
Apr 10, 2025	Kayla Trefren	Breezy HR pipeline updates to roles for more accurate process, NDA mgmt, scheduled TA interview, prepped for TA interview, candidate and HM follow up, scheduled HM interview w candidate	2	$125.00	$ 250.00
Apr 11, 2025	Kayla Trefren	Updated NEO for Jojo / added stakeholder meeting, conducted TA interview for candidate / generated notes and added to Breezy candidate profile and sent snapshot to team, updated TA to HR Responsibilities and Flow PPT to ECB PPT template, prep for next week, NDA and candidate mgmt	2	$125.00	$ 250.00
Apr 14, 2025	Kayla Trefren	Weekly connect with Josh, attended TH meeting, 3x new hire BGC orders, working on NEO scheduling for 3x new hires, posted new role for Ben on backfill, scheduled TA Interview, scheduled HM Interview, LinkedIn posting // website posting for new role, NDA mgmt, reserving conference rooms in advance for NEOs	4	$125.00	$ 500.00
Apr 15, 2025	Kayla Trefren	NDA mgmt, pipeline mgmt, website posting request to Masha for new role, scheduled TA Interview, BGC report downloaded for employee file	1	$125.00	$ 125.00
Apr 16, 2025	Kayla Trefren	Posted new role, connect with Janelle on LT updates, NDA mgmt and TA Interview scheduling	2	$125.00	$ 250.00
Apr 17, 2025	Kayla Trefren	Prepped for and conducted TA Interview with SRA candidate, followed up with HM and team and updated candidate notes in Breezy, officially posted new role for Evercrisp, unposted roles that have hires, weekly connect with Janelle, scheduled 2 2nd round interviews for 2 candidates	2	$125.00	$ 250.00
Apr 18, 2025	Kayla Trefren	Scheduling NEOs, prepped for and conducted 2 TA Interviews for SRA candidates, concluded notes and posted to Breezy and sent to HM and team, finalized edits to NEO set for Monday and additional 1:1s for Tuesday, additional call scheduling, prep for Monday	3	$125.00	$ 375.00
Apr 21, 2025	Kayla Trefren	Connect with Stephanie on new Protein Sciences roles and hiring process, scheduled HM interview, candidate coordination and NEO scheduling	2	$125.00	$ 250.00

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Date	Consultant	Memo	Quantity	Unit Price	Total
Apr 22, 2025	Kayla Trefren	Scheduled onsite interview, scheduled tentative NEO for next week, prepped for and conducted TA Interview, connect with Meenu, Janelle and other stakeholders for VP Translational search and TA to HR Flow process, Breezy and candidate updates	3	$125.00	$ 375.00
Apr 23, 2025	Kayla Trefren	Last minute updates to candidate onsite visit, interview coordination, connect with Ben, Jojo and Janelle on Chemistry handoff, weekly connect with Janelle, NDA and candidate mgmt, posted new role to Breezy and LinkedIn, TA Interview scheduling for SRA and chemistry candidates, scheduled time for OneD team to connect on VP search, created running doc for internal team to conduct search and organize in prep for search, created TA Interview doc for Chemistry roles	4	$125.00	$ 500.00
Apr 24, 2025	Kayla Trefren	Scheduling key stakeholder interviews with candidates, scheduling TA and HM interviews, finalized NEO for new employee, prepped for and conducted TA Interview with AS Chemistry candidate, finalized notes and sent to HM, reconciled job postings with Masha, scheduled key stakeholder interviews with two candidates	3	$125.00	$ 375.00
Apr 25, 2025	Kayla Trefren	Meeting with sourcing team for VP role to review expectations from internal team, scheduling interviews, operational management, scheduled onsite interview for Cell Biology candidate, candidate and feedback mgmt, prep for next week	2	$125.00	$ 250.00
Apr 25, 2025	Marla Schneidman	Team kickoff meeting.	1	$195.00	$ 195.00
Apr 28, 2025	Marla Schneidman	VP Translational Biology role	2	$195.00	$ 390.00
Apr 29, 2025	Kayla Trefren	Weekly connect with Janelle, NEO scheduling, TA Interview scheduling and reprioritization with HM, Breezy mgmt	3	$125.00	$ 375.00
Apr 29, 2025	Marla Schneidman	VP Translational Biology role	2	$195.00	$ 390.00
Apr 30, 2025	Kayla Trefren	Prep for and conduct TA Interview for AS Chemistry candidate, complete notes and sent to HM for review, updated running doc for HM connect presentation on candidates, connect w Janelle & Marla re: VP Translational updates, connect with HM for pipeline updates	3	$125.00	$ 375.00
Apr 30, 2025	Marla Schneidman	VP Translational Biology role	2	$195.00	$ 390.00

Subtotal	$ 7,615.00
Tax	$ 0.00
Total	$ 7,615.00

Remit To: Digital Insurance, LLC
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Digital Insurance LLC

Christine Mathews CONSULTING, INC.

A ONEDIGITAL COMPANY

Invoice

Invoice #: 145247
Invoice Date: 05/31/2025
Customer ID: C-4895

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

Bill To:
Evercrisp Biosciences, Inc.
230 Park Avenue
Suite 2800
New York, NY 10128
United States of America

Project	Service Period	PO Number	Payment Terms
LinkedIn - Job Posting	5/1/25 To 5/31/25		Net 30

Date	Description	Quantity	Unit Price	Total
May 1, 2025	LinkedIn Job Posting - VP Translational Biology	1.00	$ 400.00	$ 400.00
May 12, 2025	LinkedIn Job Posting - Scientist, Protein Engineeing	1.00	$ 400.00	$ 400.00

Subtotal	$ 800.00
Tax	$ 0.00
Total	$ 800.00

Remit to:
Digital Insurance LLC
P.O. Box 734429
Dallas, TX 75373-4429
United States of America

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

Digital Insurance LLC

Christine Mathews CONSULTING, INC.

A ONEDIGITAL COMPANY

Invoice

Invoice #: 145833
Invoice Date:05/31/2025
Payment Terms: Net 30
Customer ID: C-4895

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

Bill To:
Evercrisp Biosciences, Inc.
230 Park Avenue
Suite 2800
New York, NY 10128
United States of America

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

Date	Consultant	Memo	Quantity	Unit Price	Total
May 1, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
May 1, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00
May 1, 2025	Trisha Pantera	LinkedIn post: Vice President, Translational Biology	0.5	$130.00	$ 65.00
May 2, 2025	Janelle Buzon	Overflow from Tuesday & Wednesday - Preparation/drafting of offer for Jeff Jones - Negotiation calls with Jeff Jones - 1:1 with Meenu - General HRBP Support - hiring, candidate communication, gathering feedback, etc. - Call with Josh Park re. questions about his severance agreement - Emails/ General Correspondence	3	$225.75	$ 677.25
May 5, 2025	Janelle Buzon	- Meeting with MCK and Counsel - Onboarding preparation for Y. Wu and J. Jones - Communicate with J. Jones regarding first day - Discussions with OneD TA re. VP Search approach - Miscellaneous HRBP Support - Routine correspondence	4	$225.75	$ 903.00

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Date	Consultant	Memo	Quantity	Unit Price	Total
May 6, 2025	Janelle Buzon	- Meeting with MCK - Meeting with BS - Meeting with CK - NEO with Y. Wu - TA Support work - Admin work for J. Jones set-up - Misc. HRBP Work - Emails/HR requests	3	$225.75	$ 677.25
May 7, 2025	Janelle Buzon	- Weekly 1:1 with KT - Meeting with KT & JW re. NEO and Onsite Interviews - Meeting re. VP Translational Candidates with Interview Team - TA Support - review VP Candidates in Breezy - Orientation Support for Y. Wu - Provide more answers re. benefits - General HRBP Support/Emails	4	$225.75	$ 903.00
May 8, 2025	Janelle Buzon	- Meeting with D. Kohl of OneD re. VP TA Help - Review VP Resumes - General HRBP Support/Emails/Routine questions	4	$225.75	$ 903.00
May 9, 2025	Janelle Buzon	- Call with MCK - Upload documents to BambooHR for new hires - Follow-up with TA termination support - Review VP Resumes - General HRBP Support and Inquiries	4	$225.75	$ 903.00
May 12, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
May 12, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00
May 12, 2025	Trisha Pantera	LinkedIn post: Scientist Protein Engineering	0.5	$130.00	$ 65.00
May 13, 2025	Janelle Buzon	-Meeting with Accounting Ops - Meeting with Karen - TA Support - work with KT on open roles - HR General tasks/inquries	4	$225.75	$ 903.00
May 15, 2025	Janelle Buzon	- Weekly 1:1 with Kayla - Meet with Reema Jasuja - VP of Translational Biology Candidate - Continuous Onboarding support - TA Support - routine questions - General HR Support	4	$225.75	$ 903.00
May 16, 2025	Janelle Buzon	-Meet with Aru Palanichamy - Candidate for VP Translational Bio role - General TA questions and HR questions/ HR Support	2	$225.75	$ 451.50
May 19, 2025	Janelle Buzon	HR Ops Support - Everify support - administration of transfer to login.gov - I-9 admin for new employees - save to BambooHR - TA Support - Review resumes for VP of Translational - General HR Support - emails/general tasks	4	$225.75	$ 903.00

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Date	Consultant	Memo	Quantity	Unit Price	Total
May 20, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00
May 20, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
May 21, 2025	Janelle Buzon	HRBP Support - Work on VP Translational hire and other TA tasks. - Bamboo HR organization - General HR tasks and emails/Teams Chat	2	$225.75	$ 451.50
May 22, 2025	Janelle Buzon	HRBP Support - Meeting with Stephanie - Meeting with Kayla - Team Debrief for candidate Ben Nguyen - HR Screen for Enny Catton, candidate for SRA - Work on organizing VO of Translational resume based on feedback - General HR Support - Emails/Teams Chat	4	$225.75	$ 903.00
May 23, 2025	Janelle Buzon	HRBP Support - Meeting with Meeny - Meeting with Ben - Correspondence with WSGR - Correspondence with Ajeeth re. equity - Feedback re. Calvin and Enny - General HR Support and emails/teams chat	4	$225.75	$ 903.00
May 26, 2025	Janelle Buzon	Overflow from last week - Work on termination prep - benchmark new roles - Emails/Teams Chat	2	$225.75	$ 451.50
May 27, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
May 27, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00
May 29, 2025	Janelle Buzon	- 1:1 with Kayla - 1:1 with Stephanie - Candidate debrief meeting - HR Screen for Preethi R. - Set-up new employees for onboarding - Update VP of translational recruiting deck - General HR Inquries and tasks - emails/teams chat	6	$225.75	$ 1,354.50
May 30, 2025	Janelle Buzon	- Finalize Culture Slides for TH - 1:1 with Meenu - Benchmark salary and prepare offers - General HR Support - emails/Teams chat	5	$225.75	$ 1,128.75

Subtotal	$ 21,073.25
Tax	$ 0.00
Total	$ 21,073.25

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Dallas, TX 75373-4429

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Digital Insurance LLC

Christine Mathews CONSULTING, INC.

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Invoice

Invoice #: 145893
Invoice Date:05/31/2025
Payment Terms: Net 30
Customer ID: C-4895

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

Bill To:
Evercrisp Biosciences, Inc.
230 Park Avenue
Suite 2800
New York, NY 10128
United States of America

Project	Service Period	PO Number
Evercrisp Biosciences, Inc. : Recruiting	5/1/25 To 5/31/25	

Date	Consultant	Memo	Quantity	Unit Price	Total
May 1, 2025	Kayla Trefren	Prepped for and conducted 2 TA Interviews, collected feedback and uploaded to Breezy profiles and sent overview to HMs, TA interview scheduling, Breezy and candidate mgmt, team interview scheduling, finalized NEO next week	2	$125.00	$ 250.00
May 1, 2025	Marla Schneidman	VP Translational Biology role	2	$195.00	$ 390.00
May 2, 2025	Kayla Trefren	Prepped for and conducted 3 TA interviews, collected feedback and posted to Breezy and shared with HM, connect with Jojo on 2 open Chemistry roles and candidate feedback thus far, Breezy and candidate mgmt, scheduling TA interviews for next week, prep for next week	3	$125.00	$ 375.00
May 2, 2025	Marla Schneidman	VP Translational Biology role	2	$195.00	$ 390.00
May 5, 2025	Kayla Trefren	Prepped for and conducted 1 TA Interview, collected feedback for HM, onsite scheduling for 5+ candidates, Breezy and HM mgmt, HM connects and OOO updates	5	$125.00	$ 625.00
May 5, 2025	Marla Schneidman	VP Translational Biology role	2	$195.00	$ 390.00
May 6, 2025	Kayla Trefren	Ordered BGC for new employee, onsite interview scheduling for 5+ onsites, NEO scheduling, Breezy HR & candidate management, prepped for and conducted 6 TA Interview screens, collected feedback for HMs,	5	$125.00	$ 625.00
May 6, 2025	Marla Schneidman	VP Translational Biology role	2	$195.00	$ 390.00

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Date	Consultant	Memo	Quantity	Unit Price	Total
May 7, 2025	Kayla Trefren	Prepped for and conducted TA interview, connect with Marla on VP search, weekly connect with Janelle, connect with John to review onsite & NEO processes, attended VP Search meeting with OneD team and Review Panel Team, candidate / Breezy mgmt	3	$125.00	$ 375.00
May 7, 2025	Marla Schneidman	VP Translational Biology role	2	$195.00	$ 390.00
May 8, 2025	Kayla Trefren	Finalized upcoming NEO scheduling & onsites	1	$125.00	$ 125.00
May 8, 2025	Marla Schneidman	VP Translational Biology role	2	$195.00	$ 390.00
May 9, 2025	Kayla Trefren	Onsite and NEO change applications, prep for next week, sent HM notes on candidates screened, NDA and Breezy mgmt	1	$125.00	$ 125.00
May 12, 2025	Kayla Trefren	Scheduled onsites, HM interviews, and NEO	3	$125.00	$ 375.00
May 13, 2025	Kayla Trefren	Posted new role, scheduled HM interview, BGC reconciliation with Janelle, Breezy pipeline management, keeping candidates warm, dispositioning candidates, TA interview scheduling	3	$125.00	$ 375.00
May 14, 2025	Kayla Trefren	Prepped for and conducted a TA interview, collected feedback for HM, job posting troubleshooting	2	$125.00	$ 250.00
May 15, 2025	Kayla Trefren	Weekly connect call with Janelle, prepped and conducted 2 TA interviews, collected HM feedback and sent to HM	3	$125.00	$ 375.00
May 16, 2025	Kayla Trefren	Onsite scheduling for candidates, candidate coordination, NDA management, Breezy updates and management for pipelines and settings, working with Cell Bio team for offer prep	4	$125.00	$ 500.00
May 19, 2025	Kayla Trefren	Updating scheduled onsite to virtual per HM and HR discussions, finalized other onsite vitis, candidate and Breezy HR mgmt, NDA mgmt, scheduled TA interview, scheduling HM interviews	3	$125.00	$ 375.00
May 20, 2025	Kayla Trefren	TA and HM interview scheduling coordination, updating Breezy, NDA and candidate mgmt	3	$125.00	$ 375.00
May 21, 2025	Kayla Trefren	HM and TA interview scheduling, candidate coordination, NDA mgmt	2	$125.00	$ 250.00
May 22, 2025	Kayla Trefren	Prepped for and conducted TA interview, weekly connect with Janelle, HM and TA interview scheduling, attended team debrief on post onsite candidate, follow up, breezy mgmt and candidate / NDA mgmt	4	$125.00	$ 500.00
May 23, 2025	Kayla Trefren	HM interview scheduling, NDA mgmt, TA interview scheduling, onsite interview scheduling, prepped for and conducted 3 TA Interviews, concluded and sent notes to HMs, connect with Jojo on pipeline	4	$125.00	$ 500.00
May 26, 2025	Kayla Trefren	Prep for scheduling onsite, preliminary drafting of calendar invitations & conference room booking	1	$125.00	$ 125.00

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Date	Consultant	Memo	Quantity	Unit Price	Total
May 27, 2025	Kayla Trefren	Onsite scheduling & finalization, TA & HM interview scheduling	3	$125.00	$ 375.00
May 28, 2025	Kayla Trefren	Prepped for and conducted a TA interview, finalized notes and attended meeting with HM for review and next steps, HM interview scheduling, candidate and Breezy mgmt, closed filled role in Breezy and dispositioned pipeline	3	$125.00	$ 375.00
May 29, 2025	Kayla Trefren	Prep for onsites next week, run BGCs for new hires, NEO scheduling	3	$125.00	$ 375.00
May 30, 2025	Kayla Trefren	Onsite interview scheduling x3, NEO scheduling and prep x2, candidate mgmt and Breezy HR mgmt	6	$125.00	$ 750.00

Subtotal	$ 10,715.00
Tax	$ 0.00
Total	$ 10,715.00

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Digital Insurance LLC

Christine Mathews CONSULTING, INC.

A ONEDIGITAL COMPANY

Invoice

Invoice #: 148737
Invoice Date:06/30/2025
Payment Terms: Due on Receipt
Customer ID: C-4895

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

Bill To:
Evercrisp Biosciences, Inc.
230 Park Avenue
Suite 2800
New York, NY 10128
United States of America

Project	Service Period	PO Number
Evercrisp Biosciences, Inc. : Recruiting	6/1/25 To 6/30/25	

Date	Consultant	Memo	Quantity	Unit Price	Total
Jun 2, 2025	Kayla Trefren	Onsite interview last minute updates, onsite and NEO scheduling	3	$125.00	$ 375.00
Jun 3, 2025	Kayla Trefren	Onsite and NEO scheduling	3	$125.00	$ 375.00
Jun 3, 2025	Kayla Trefren	Onsite travel	1	$100.00	$ 100.00
Jun 4, 2025	Kayla Trefren	Onsite and NEO scheduling // finalizing, HM interview scheduling, attended VP Translational call with Janelle & candidate	3	$125.00	$ 375.00
Jun 5, 2025	Kayla Trefren	Breezy & candidate mgmt, scheduling onsite and NEOs, updates to currently scheduled NEOs and Onsites	3	$125.00	$ 375.00
Jun 6, 2025	Kayla Trefren	Connect with Janelle, executing on new action items, candidate communication, CX current / upcoming scheduled events, shared thank you notes from candidates to appropriate team members, finalizing items prior to the weekend	3	$125.00	$ 375.00
Jun 11, 2025	Kayla Trefren	Sent updates to candidates in pipeline for VP role, scheduled NEO	3	$125.00	$ 375.00
Jun 12, 2025	Kayla Trefren	Attended Comp Bio L&L	1	$125.00	$ 125.00

Subtotal	$ 2,475.00
Tax	$ 0.00
Total	$ 2,475.00

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 #: 148755
Invoice Date:06/30/2025
Payment Terms: Due on Receipt
Customer ID: C-4895

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

Bill To:
Evercrisp Biosciences, Inc.
230 Park Avenue
Suite 2800
New York, NY 10128
United States of America

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

Date	Consultant	Memo	Quantity	Unit Price	Total
Jun 2, 2025	Janelle Buzon	Overflow from last week and weekend - Continuous work on TH slides - Email correspondence with candidates - Emails with new hires re. process and onboarding - LT offsite slides	5	$225.75	$ 1,128.75
Jun 3, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00
Jun 3, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
Jun 4, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
Jun 4, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00
Jun 5, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
Jun 5, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00
Jun 9, 2025	Janelle Buzon	Overflow from last week - Call with Enny re. withdrawing of offer - call with Kayla re. plans for delaying hiring and offers out - call with Jojo and Ben re. Calvin's offer and follow-up call with Jojo - Work on BOD slides	4	$225.75	$ 903.00
Jun 10, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
Jun 10, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00

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Date	Consultant	Memo	Quantity	Unit Price	Total
Jun 13, 2025	Janelle Buzon	- Meeting with M&K - Work with MCK re. messaging - Work on slides for M&K - Meeting with Calvin Abel re. onboarding (Wed) - Tem Huddle - Project Limoncello (Thu)	4.5	$225.75	$ 1,015.88
Jun 16, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00
Jun 16, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
Jun 17, 2025	Janelle Buzon	- Worked on the RIF communications - Worked with WSGR on draft severance letters - Worked in other RIF supporting documents	4	$225.75	$ 903.00
Jun 18, 2025	Janelle Buzon	- RIF Activities - Communications with WSGR to re-draft letters due to changes - Support to the team in providing information and documentation	4	$225.75	$ 903.00
Jun 20, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
Jun 20, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00
Jun 23, 2025	Janelle Buzon	Overflow from last week - RIF activities - Finalize and send out all severance letters - HR systems update for terminations - Meeting with Core Team	4	$225.75	$ 903.00
Jun 24, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
Jun 24, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00
Jun 30, 2025	Janelle Buzon	- Finalize pending RIF tasks - HR Correspondence (Emails/Texts) - COBRA tasks with Sentinel	2	$225.75	$ 451.50

Subtotal	$ 19,550.13
Tax	$ 0.00
Total	$ 19,550.13

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Invoice

Invoice #: 152165
Invoice Date:07/31/2025
Payment Terms: Due on Receipt
Customer ID: C-4895

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

Bill To:
Evercrisp Biosciences, Inc.
230 Park Avenue
Suite 2800
New York, NY 10128
United States of America

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

Date	Consultant	Memo	Quantity	Unit Price	Total
Jul 1, 2025	Janelle Buzon	ONSITE VISIT	8	$225.75	$ 1,806.00
Jul 1, 2025	Janelle Buzon	Onsite travel	1	$100.00	$ 100.00
Jul 2, 2025	Janelle Buzon	Support COBRA inquries Set-up Sentinel Account RIF support -Correspondence	2	$225.75	$ 451.50
Jul 3, 2025	Janelle Buzon	Email correspondence re. RIF/severance	1	$225.75	$ 225.75
Jul 7, 2025	Janelle Buzon	- COBRA Support - correspondence to employees - Work with Sentinel and Finance for COBRA admin logistics - WSGR letter reviews	2	$225.75	$ 451.50
Jul 8, 2025	Janelle Buzon	- COBRA Communications/payouts - Work with Accounting - contract reconciliation and payroll tasks - General HR Support/Correspondence - email and texts	2	$225.75	$ 451.50
Jul 10, 2025	Janelle Buzon	- All Hands Meeting - General HR support - emails/texts	2	$225.75	$ 451.50
Jul 14, 2025	Janelle Buzon	- Limoncello Meeting - Respond to COBRA clarification emails and connect with Sentinel	2	$225.75	$ 451.50
Jul 17, 2025	Janelle Buzon	- Closeout Breezy and Job posts - Email Correspondence re. lingering HR items before fully disengaging per CMC manager's request	1	$225.75	$ 225.75

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Date	Consultant	Memo	Quantity	Unit Price	Total
Jul 24, 2025	Janelle Buzon	- Meeting with Stephanie re. ER issue - Email responses to employees re. COBRA and pay issues	1.5	$225.75	$ 338.63
Jul 25, 2025	Janelle Buzon	- 1:1 with Meenu re. ER issue - Correspondence with WSGR re. P. Jordan legal issue	1.5	$225.75	$ 338.63
Jul 31, 2025	Janelle Buzon	- Review of the legal correspondence re. Paul Jordan - General HR support- routine questions and support to Meenu	2	$225.75	$ 451.50

Subtotal	$ 5,743.76
Tax	$ 0.00
Total	$ 5,743.76

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Digital Insurance LLC

Christine Mathews CONSULTING, INC.

A ONEDIGITAL COMPANY

Invoice

Invoice #: 157668
Invoice Date:09/30/2025
Payment Terms: Due on Receipt
Customer ID: C-4895

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

Bill To:
Evercrisp Biosciences, Inc.
230 Park Avenue
Suite 2800
New York, NY 10128
United States of America

Project	Service Period	PO Number
Evercrisp Biosciences, Inc. : HR	9/1/25 To 9/30/25	

Date	Consultant	Memo	Quantity	Unit Price	Total
Sep 18, 2025	Janelle Buzon	- Help with J. Jones extension of COBRA - Assist with closing out Breezy and getting refunded - Fix open items in BambooHR	3.25	$225.75	$ 733.69

Subtotal	$ 733.69
Tax	$ 0.00
Total	$ 733.69

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Digital Insurance LLC

Christine Mathews CONSULTING, INC.

A ONEDIGITAL COMPANY

Invoice

Invoice #: 154390
Invoice Date:08/31/2025
Payment Terms: Due on Receipt
Customer ID: C-4895

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

Bill To:
Evercrisp Biosciences, Inc.
230 Park Avenue
Suite 2800
New York, NY 10128
United States of America

Project	Service Period	PO Number
Evercrisp Biosciences, Inc. : HR	8/1/25 To 8/31/25	

Date	Consultant	Memo	Quantity	Unit Price	Total
Aug 5, 2025	Janelle Buzon	- Ops Meeting - General HRBP Support/Correspondence	2	$225.75	$ 451.50
Aug 8, 2025	Janelle Buzon	- General HR Support - Finalize PJ separation - WSGR correspondence	1	$225.75	$ 225.75
Aug 14, 2025	Janelle Buzon	Weeklong support: - Prepare termination for PZ - 1:1 with Meenu - termination call - general HR support	5	$225.75	$ 1,128.75
Aug 21, 2025	Janelle Buzon	Week's HR support - Call with Edurne re. resignation - Call with Jeff - General HR Support - IT/P.Jordan separation/ email correspondence	5	$225.75	$ 1,128.75
Aug 28, 2025	Janelle Buzon	- Prepare off boarding documents for E. Dela Vega - General HR support/emails/texts	2	$225.75	$ 451.50

Subtotal	$ 3,386.25
Tax	$ 0.00
Total	$ 3,386.25

Remit To: Digital Insurance, LLC
P.O. Box 734429
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Digital Insurance LLC

Christine Mathews CONSULTING, INC.

A ONEDIGITAL COMPANY

Invoice

Invoice #: 161480
Invoice Date:10/31/2025
Payment Terms: Net 30
Customer ID: C-4895

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

Bill To:
Evercrisp Biosciences, Inc.
230 Park Avenue
Suite 2800
New York, NY 10128
United States of America

Project	Service Period	PO Number
Evercrisp Biosciences, Inc. : HR	10/1/25 To 10/31/25	

Date	Consultant	Memo	Quantity	Unit Price	Total
Oct 3, 2025	Janelle Buzon	- Help accounting figure out COBRA benefits for B. Weinert - update sentinel	1	$225.75	$ 225.75

Subtotal	$ 225.75
Tax	$ 0.00
Total	$ 225.75

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