Fill in this information to identify the case:

Debtor Nine Square Therapeutics, Inc.

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

Case number 26-10001

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? _____



26100012607100000000000002

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?** $ 12150.43 . **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: _____

26100012607100000000000002

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:
26-10001 - Nine Square 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:
12150.43

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 7:35:39 a.m. Pacific Time
Title:
Vice President of Human Resources Consulting
Company:
Digital Insurance, LLC

VN: C0251A31F81EDB5D77AC0D873357A2DA

Fill in this information to identify the case:

Debtor 1: Nine Square Therapeutics, Inc.

Debtor 2 (Spouse, if filing): _____

United States Bankruptcy Court for the: District of Delaware

Case number: 26-10001

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?** $ 12,150.43 . **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 March 2, 2021, Christine Mathews Consulting, Inc. ("CMC") entered into a *Human Resources Consulting Services Agreement* (the "Agreement") with Nine Square Therapeutics Corporation (the "Debtor"). Under the Agreement, CMC agreed to provide human resources consulting services to the Debtor, including services related to benefits, compensation, employee relations, recruiting, performance management, compliance, policy development, organizational development, and human resources program management.

Pursuant to a *Consent to Assignment* acknowledged and agreed by the Debtor as of June 1, 2021, CMC assigned and transferred to OneDigital, all of CMC's right, title, and interest in and to the Agreement, and OneDigital assumed CMC's obligations and liabilities under the Agreement.

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, as successor to CMC under the Agreement, 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.

4220 Ruthelma Avenue
Palo Alto, CA 94306
Tel: (650) 245-2657
cmathews@christinemathews.com

Human Resources Consulting Services Agreement

This Consulting Services Agreement is agreed to as of March 2, 2021 between Christine Mathews Consulting, Inc. ("Consultant") and Nine Square Therapeutics Corporation. ("Client").

Consultant and Client agree as follows:

Consultant will provide Human Resources Consulting to Client as requested ("Services"). These services can include, but are not limited to the following:

- Benefit Plan Selection, Review, Analysis, Administration and Management
- Compensation Strategy, Analysis and Recommendations
- Employee Relations Support and Coaching
- Management Coaching
- Recruiting Strategy and Talent Acquisition
- Reward and Recognition Program Development and Review
- Performance Management System Development and Review
- Compliance Evaluation and Recommendations
- Policy Strategy and Development
- Organization Development and Employee Education Initiatives
- Human Resources/People Program Management

Operating Principles:

- Client agrees to designate a "management sponsor" (with ownership for the HR/People function internally) for the Consultant.
- Management sponsor will:
    - Set clear objectives together with Consultant
    - Review progress in a "sync" meeting and/or conversation, as required by Client
    - Respond to check-ins from CMC leadership as to overall status of work and relationship
    - Provide prompt feedback on any concerns
    - Provide Consultant appropriate access to information, files, records in accordance with the agreed upon objectives
- Consultant will keep Client management sponsor regularly updated as to progress on objectives and let management sponsor know of any obstacles to progress.

The hourly rate for Consultant's employees and contractors is as agreed upon in Addendum A hereto.

All agreed upon expenses will be reimbursed. Client will pay all bills within 30 days of receipt. A monthly fee of 1.5% will be added for all invoiced amounts for which payment has not been received within 30 days of the invoice date.

The Terms and Conditions on the following pages will apply to this Agreement.

© Christine Mathews Consulting, Inc.

Christine Mathews
CONSULTING, INC.

4220 Ruthelma Avenue
Palo Alto, CA 94306
Tel: (650) 245-2657
cmathews@christinemathews.com

Consultant: Christine Mathews Consulting, Inc.

By: Christine Mathews
Christine Mathews (Mar 5, 2021 21:52 PST)
Christine Mathews, CEO & President

Date: Mar 5, 2021

Client: Nine Square Therapeutics Corporation

By: Spiros Liras
(Signee's signature here)

Name: Spiros Liras

Title: Interim Chief Executive Officer

Date: Mar 5, 2021

Address: 23o Park Avenue, New York, NY 10169

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Christine Mathews
CONSULTING, INC.

4220 Ruthelma Avenue
Palo Alto, CA 94306
Tel: (650) 245-2657
cmathews@christinemathews.com

Terms and Conditions

1. Relationship of Parties

Consultant is an independent contractor. No employment relationship is created by this Agreement and: (a) Consultant 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) Consultant 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 Consultant for taxes, insurance, bonds or any other subscription of any kind.

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

2. Confidentiality

"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 Consultant knew before Client disclosed it to Consultant; (ii) which has become publicly known through no wrongful act of Consultant; (iii) which Consultant developed independently, as evidenced by appropriate documentation and without reference to Client Confidential Information; (iv) or which Consultant is required to disclose by law.

Consultant 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, Consultant 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. Consultant 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, Consultant agrees not to design or produce any products or services that incorporate any 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, Consultant agrees to return to Client all Client Confidential Information, including but not limited to all computer programs documentation, notes, plans, drawings, and copies thereof.

Except as specifically set forth in writing and signed by both Client and Consultant, Consultant 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 Consultant introduced by Consultant to Client without the express written consent of Consultant. If at any time during the term of this Agreement or within 12 months thereafter Client employs or engages any employee or independent contractor of Consultant introduced by

© Christine Mathews Consulting, Inc.

4220 Ruthelma Avenue
Palo Alto, CA 94306
Tel: (650) 245-2657
cmathews@christinemathews.com

Consultant to Client who provides services in the area of Human Resources there shall be due and owing to Consultant from Client the sum of 75% 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

Client or Consultant may terminate this Agreement without any reason by giving 14 days written notice to the other party. If Client terminates this Agreement, it will pay Consultant for all work performed partially or wholly as well as all outstanding invoices in accordance with this Agreement.

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 Consultant 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

Consultant 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 paragraph 5 shall not be construed so as to relieve Consultant of any liability by reason of criminal conduct, fraud, intentional wrongdoing or negligence. Consultant carries an Errors and Omissions policy with coverage up to $1 million for any such liability.

6. Miscellaneous

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

Attorneys' Fees. If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to seek reasonable attorneys' fees and expenses in addition to any other allowable relief.

Governing Law; Severability. California law shall govern and enforce this Agreement. Any arbitration between the parties shall take place 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.

Arbitration. Any dispute arising from, with respect to, or having any connection with this Agreement or engagement of Consultant by Client, other than any dispute relating to Section 2 of this Agreement, shall be decided by binding arbitration by the Judicial Arbitration & Mediation Services ("JAMS") in accordance with its commercial arbitration rules in effect at the time of the arbitration.

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

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

© Christine Mathews Consulting, Inc.

4220 Ruthelma Avenue
Palo Alto, CA 94306
Tel: (650) 245-2657
cmathews@christinemathews.com

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.

7. Travel

Should Client require Consultant to travel out of the immediate area, for any reason, all reasonable 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.

8. Cloud-Based File Storage

Should Client require the use of Consultant's cloud-based content management and file sharing system, a monthly fee will be added to Client's invoice with the following fee schedule:

Number of Employees	Monthly Fee
Less than 5	$25
5 - 49	$50
50 – 99	$100
100+	$150

9. Parking

If Client is unable to provide ample parking for Consultant or the location of business is not conveniently located within ½ mile of public transportation (public transportation being train, subway, BART), then the cost of daily parking will be added to Client's monthly invoice.

© Christine Mathews Consulting, Inc.

Christine Mathews
CONSULTING, INC.

4220 Ruthelma Avenue
Palo Alto, CA 94306
Tel: (650) 245-2657
cmathews@christinemathews.com

Addendum

Title of Consultant's Employee/Contractor	Hourly Rate
Executive Consulting Leaders	$200-$300
Senior People Business Partners	$150-$190
People Business Partners/People Operations Managers	$100-$145
Talent Leaders	$190-$250
Principal Recruiters	$165-$185
Senior Recruiters	$125-$160
Administrators	$70-$95

Specific consultants we anticipate may be involved are:

- Joanne Newburn - $145/hour

Other consultants may be added to the team with the approval of Client management. Any engagement of Senior Consultants working in the areas of leadership or management development or in executive recruiting shall be covered by Statements of Work (SOW) rather than the hourly structure above.

Above rates will increase by approximately 5% on each anniversary of this Agreement.

Agreed to by Client:

Dated: Mar 5, 2021

Name of Client: Nine Square Therapeutics Corporation

Signature: Spiros Liras

Name: Spiros Liras

Title: Interim Chief Executive Officer

Email address:

© Christine Mathews Consulting, Inc.

CMC - Nine Sqare Therapeutics Service Agreement FINAL 2021 0302

Final Audit Report 2021-03-06

Created:	2021-03-04
By:	Treena Keating (Treena@christinemathews.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOs6HTVfHOYTB2q-6arPuhBtithbH-fEs

"CMC - Nine Sqare Therapeutics Service Agreement FINAL 2021 0302" History

Document created by Treena Keating (Treena@christinemathews.com)
2021-03-04 - 6:06:05 PM GMT- IP address: 107.13.97.124

Document emailed to Spiros Liras (sliras@appletreepartners.com) for signature
2021-03-04 - 6:10:05 PM GMT

Email viewed by Spiros Liras (sliras@appletreepartners.com)
2021-03-05 - 2:29:43 PM GMT- IP address: 76.24.214.138

Document e-signed by Spiros Liras (sliras@appletreepartners.com)
Signature Date: 2021-03-05 - 2:30:42 PM GMT - Time Source: server- IP address: 76.24.214.138

Document emailed to Christine Mathews (cmathews@christinemathews.com) for signature
2021-03-05 - 2:30:44 PM GMT

Email viewed by Christine Mathews (cmathews@christinemathews.com)
2021-03-06 - 5:51:42 AM GMT- IP address: 74.125.214.17

Document e-signed by Christine Mathews (cmathews@christinemathews.com)
Signature Date: 2021-03-06 - 5:52:00 AM GMT - Time Source: server- IP address: 76.218.104.49

Agreement completed.
2021-03-06 - 5:52:00 AM GMT

Adobe Sign

DocuSign Envelope ID: A30411CE-22E4-4E0A-9953-BAD74092E56B

May 11, 2021

Nine Square Therapeutics Corporation

Re: Consent to Assignment

Dear Spiros:

Reference is hereby made to your Human Resources Consulting Services Agreement, dated as of March 2, 2021 (as amended, restated or otherwise modified from time to time, the "***Agreement***"), between Nine Square Therapeutics Corporation (the "***Consenting Party***") and Christine Mathews Consulting, Inc., a California corporation (the "***Company***").

The Company intends to assign and transfer to Digital Insurance LLC, Delaware limited liability company ("***OneDigital***"), certain assets and rights relating to its business, including the Agreement, pursuant to an Asset Purchase Agreement (the "***Purchase Agreement***") entered into with OneDigital. At the closing of the transactions (the "***Closing***"), the Company will assign and transfer to OneDigital all of its right, title and interest in and to the Agreement and OneDigital will assume the Company's obligations and liabilities under the Agreement relating to the period from and after the Closing (the "***Assignment and Assumption***").

By executing this letter in the space provided below, effective upon the Closing, you confirm that the Agreement is in full force and effect and you consent to the Assignment and Assumption.

If you agree with the foregoing, please execute this letter in the space provided below and your consulting services under the Agreement will continue forward.

Sincerely,

Christine Mathews Consulting, Inc.

DocuSigned by:
Christine Mathews
F8DD841CE45A480...

Name: Christine Mathews
Title: Founder & CEO

Acknowledged and agreed as of June 1, 2021,

DocuSigned by:
Spiros Liras
31A06B013C4B480...

Name: Spiros Liras
Title: Interim Chief Executive Officer

Digital Insurance LLC

Christine Mathews CONSULTING, INC.

A ONEDIGITAL COMPANY

Invoice

Invoice #: 148787
Invoice Date:06/30/2025
Payment Terms: Due on Receipt
Customer ID: C-3781

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

Bill To:
Nine Square Therapeutics Corporation
285 E Grand Avenue, Suite 2200
South San Francisco, CA 94080
United States of America

Project	Service Period	PO Number
Nine Square Therapeutics Corporation : HR	6/1/25 To 6/30/25	PO 5581

Date	Consultant	Memo	Quantity	Unit Price	Total
Jun 4, 2025	Jennifer Barrett	ON-SITE	0.25	$231.53	$ 57.88
Jun 4, 2025	Jennifer Barrett	Onsite travel	1	$100.00	$ 100.00
Jun 5, 2025	Jennifer Barrett	Meeting w/KG. Check and respond to emails.	0.75	$231.53	$ 173.65
Jun 6, 2025	Jennifer Barrett	Check and respond to emails, Slack.	0.25	$231.53	$ 57.88
Jun 6, 2025	Jennifer Barrett	Meeting w/JE.	0.5	$231.53	$ 115.77
Jun 9, 2025	Jennifer Barrett	Meeting w/NK and KG.	0.5	$231.53	$ 115.77
Jun 10, 2025	Jennifer Barrett	Meeting w/NK. Term temps. Meeting w/JW.	1	$231.53	$ 231.53
Jun 10, 2025	Jennifer Barrett	Exit package preparation.	2.75	$231.53	$ 636.71
Jun 10, 2025	Jennifer Barrett	HR update meeting to LT.	0.5	$231.53	$ 115.77
Jun 11, 2025	Jennifer Barrett	ON-SITE Exit paperwork preparation.	0.75	$231.53	$ 173.65
Jun 11, 2025	Jennifer Barrett	Meetings: JE; KG. Term paperwork.	3.25	$231.53	$ 752.47
Jun 11, 2025	Jennifer Barrett	Onsite travel	1	$100.00	$ 100.00
Jun 12, 2025	Jennifer Barrett	VOE letter for WL. Check and respond to emails. Completed exit paperwork preparation.	1.75	$231.53	$ 405.18
Jun 16, 2025	Jennifer Barrett	Meeting w/TS & KG. RIF preparation.	0.75	$231.53	$ 173.65
Jun 17, 2025	Jennifer Barrett	Check and respond to emails. Collate CVs.	0.75	$231.53	$ 173.65
Jun 18, 2025	Celinda Moore	Logistics meeting w/Jen B & Jackie R.	0.5	$225.00	$ 112.50
Jun 18, 2025	Jennifer Barrett	ON-SITE	0.75	$231.53	$ 173.65
Jun 18, 2025	Jennifer Barrett	RIF logistics.	0.75	$231.53	$ 173.65
Jun 18, 2025	Jennifer Barrett	Onsite travel	1	$100.00	$ 100.00
Jun 18, 2025	Jennifer Barrett	RIF logistics coordination.	1.25	$231.53	$ 289.41

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

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

Date	Consultant	Memo	Quantity	Unit Price	Total
Jun 18, 2025	Jennifer Barrett	RIF logistics. Meeting with CM and JR.	3.25	$231.53	$ 752.47
Jun 19, 2025	Jennifer Barrett	Exit paperwork share setup. Stock repurchase agreements. Update agreement exhibit.	2	$231.53	$ 463.06
Jun 20, 2025	Celinda Moore	ONSITE - Exit Meetings	1.5	$225.00	$ 337.50
Jun 20, 2025	Celinda Moore	Onsite travel	1	$100.00	$ 100.00
Jun 20, 2025	Jackie Talavera-Rauh	Onsite travel	1	$100.00	$ 100.00
Jun 20, 2025	Jackie Talavera-Rauh	Prep call with Jennifer and Celinda ONSITE Exit meeting support	2	$225.00	$ 450.00
Jun 20, 2025	Jennifer Barrett	Exit documents DocuSign/email preparation.	3.5	$231.53	$ 810.36
Jun 20, 2025	Jennifer Barrett	Onsite travel	1	$100.00	$ 100.00
Jun 20, 2025	Jennifer Barrett	RIF preparation. Exit meetings.	4	$231.53	$ 926.12
Jun 21, 2025	Jennifer Barrett	RIF doc Updates.	5	$231.53	$ 1,157.65
Jun 21, 2025	Jennifer Barrett	Respond to email inquiries.	0.25	$231.53	$ 57.88
Jun 22, 2025	Jennifer Barrett	Update employee terms in Employee Navigator. Notified Sentinel to expedite import date.	0.5	$231.53	$ 115.77
Jun 23, 2025	Jennifer Barrett	Process term paperwork. Meeting w/MR on disability benefits.	2	$231.53	$ 463.06
Jun 25, 2025	Jennifer Barrett	Correct separation agreement. Check and respond to emails. Update resume book. Process disability claim request. Call w/Sunlife.	1	$231.53	$ 231.53
Jun 27, 2025	Jennifer Barrett	Equity termination notification. Process signed termination paperwork. Check and respond to emails. COBRA. Sentinel subsidy updates.	3	$231.53	$ 694.59
Jun 27, 2025	Jennifer Barrett	Resume book compliation.	1.5	$231.53	$ 347.30
Jun 30, 2025	Jennifer Barrett	COBRA administration. Check and respond to emails.	0.25	$231.53	$ 57.88
Jun 30, 2025	Jennifer Barrett	COBRA maintenance.	0.5	$231.53	$ 115.77

Subtotal	$ 11,513.71
Tax	$ 0.00
Total	$ 11,513.71

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 #: 152108
Invoice Date:07/31/2025
Payment Terms: Due on Receipt
Customer ID: C-3781

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

Bill To:
Nine Square Therapeutics Corporation
285 E Grand Avenue, Suite 2200
South San Francisco, CA 94080
United States of America

Project	Service Period	PO Number
Nine Square Therapeutics Corporation : HR	7/1/25 To 7/31/25	PO 5581

Date	Consultant	Memo	Quantity	Unit Price	Total
Jul 1, 2025	Jennifer Barrett	Check and respond to emails. Unemployment Insurance claims response/filing. Employee file maintenance.	0.75	$231.53	$ 173.65
Jul 7, 2025	Jennifer Barrett	Check and respond to emails.	0.5	$231.53	$ 115.77
Jul 8, 2025	Jennifer Barrett	Check and respond to emails. State disability form completion.	0.5	$231.53	$ 115.77
Jul 11, 2025	Jennifer Barrett	Lattice data export and filing.	1	$231.53	$ 231.53

Subtotal	$ 636.72
Tax	$ 0.00
Total	$ 636.72

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

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Telephone: +1 770-250-2900