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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q

(Mark One)

☒ **QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2021

☐ **TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

COMMISSION FILE NUMBER 001-35558

CARDIFF ONCOLOGY, INC.
(Exact Name of registrant as specified in its charter)

Delaware	**27-2004382**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
11055 Flintkote Avenue, San Diego, California	**92121**
(Address of principal executive offices)	(Zip Code)

(858) 952-7570
(Registrant's telephone number, including area code)

Title of each class:	**Trading Symbol(s)**	**Name of each exchange on which registered:**
Common Stock	CRDF	Nasdaq Capital Market

Indicate by check mark whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☐	Non-accelerated filer ☒	Smaller reporting company ☒	Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of July 30, 2021, the issuer had 39,552,129 shares of Common Stock issued and outstanding.

CARDIFF ONCOLOGY, INC.

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

CARDIFF ONCOLOGY, INC.
CONDENSED BALANCE SHEETS
(in thousands, except par value)
(Unaudited)

	June 30, 2021	December 31, 2020
Assets		
Current assets:		
Cash and cash equivalents	$ 10,581	$ 130,981
Short-term investments	129,470	—
Accounts receivable and unbilled receivable	308	320
Prepaid expenses and other current assets	2,512	2,055
Total current assets	142,871	133,356
Property and equipment, net	422	624
Operating lease right-of-use assets	178	343
Other assets	263	404
Total Assets	$ 143,734	$ 134,727
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 543	$ 1,366
Accrued expenses	3,592	3,851
Operating lease liabilities	402	860
Other current liabilities	42	42
Total current liabilities	4,579	6,119
Derivative financial instruments—warrants	17	285
Operating lease liabilities, net of current portion	6	9
Other liabilities	214	156
Total Liabilities	4,816	6,569
Commitments and contingencies (Note 8)		
Stockholders' equity		
Preferred stock, 20,000 shares authorized; (Note 7)	1	1
Common stock, $0.0001 par value, 150,000 shares authorized; 39,552 and 36,781 shares issued and outstanding at June 30, 2021 and December 31, 2020, respectively	4	4
Additional paid-in capital	383,611	361,819
Service receivables	(1,245)	(2,171)
Accumulated other comprehensive loss	(10)	—
Accumulated deficit	(243,443)	(231,495)
Total stockholders' equity	138,918	128,158
Total liabilities and stockholders' equity	$ 143,734	$ 134,727

See accompanying notes to the unaudited condensed financial statements.

CARDIFF ONCOLOGY, INC.
CONDENSED STATEMENTS OF OPERATIONS
(in thousands, except per share amounts)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Revenues:				
Royalties	$ 68	$ 43	$ 140	$ 110
Total revenues	68	43	140	110
Costs and expenses:				
Research and development	4,119	2,476	7,398	5,181
Selling, general and administrative	2,838	1,669	5,073	3,155
Total operating expenses	6,957	4,145	12,471	8,336
Loss from operations	(6,889)	(4,102)	(12,331)	(8,226)
Interest income, net	71	16	115	51
Gain (loss) from change in fair value of derivative financial instruments —warrants	61	(44)	268	(42)
Other income (expense), net	—	6	12	4
Net loss	(6,757)	(4,124)	(11,936)	(8,213)
Preferred stock dividend payable on Series A Convertible Preferred Stock	(6)	(6)	(12)	(12)
Deemed dividend recognized on beneficial conversion features of Series D Convertible Preferred Stock issuance	—	(602)	—	(602)
Deemed dividend recognized on beneficial conversion features of Series E Convertible Preferred Stock issuance	—	(2,665)	—	(2,665)
Net loss attributable to common stockholders	$ (6,763)	$ (7,397)	$ (11,948)	$ (11,492)
Net loss per common share — basic and diluted	$ (0.17)	$ (0.51)	$ (0.31)	$ (0.94)
Weighted-average shares outstanding — basic and diluted	38,761	14,492	37,967	12,201

See accompanying notes to the unaudited condensed financial statements.

CARDIFF ONCOLOGY, INC.
CONDENSED STATEMENTS OF COMPREHENSIVE LOSS
(in thousands)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Net loss	$ (6,757)	$ (4,124)	$ (11,936)	$ (8,213)
Other comprehensive loss:				
Unrealized gain (loss) on securities available-for-sale	57	—	(10)	—
Total comprehensive loss	(6,700)	(4,124)	(11,946)	(8,213)
Preferred stock dividend payable on Series A Convertible Preferred Stock	(6)	(6)	(12)	(12)
Deemed dividend recognized on beneficial conversion features of Series D Convertible Preferred Stock issuance	—	(602)	—	(602)
Deemed dividend recognized on beneficial conversion features of Series E Convertible Preferred Stock issuance	—	(2,665)	—	(2,665)
Comprehensive loss attributable to common stockholders	$ (6,706)	$ (7,397)	$ (11,958)	$ (11,492)

See accompanying notes to the unaudited condensed financial statements.

CARDIFF ONCOLOGY, INC.
CONDENSED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands)
(Unaudited)

	Preferred Stock Shares	Preferred Stock Amount	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Service Receivable	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
Balance, January 1, 2021	716	$ 1	36,781	$ 4	$ 361,819	$ (2,171)	$ —	$ (231,495)	$ 128,158
Stock-based compensation	—	—	—	—	268	—	—	—	268
Issuance of common stock upon exercise of warrants	—	—	771	—	1,263	—	—	—	1,263
Other comprehensive loss	—	—	—	—	—	—	(67)	—	(67)
Preferred stock dividend	—	—	—	—	—	—	—	(6)	(6)
Release of clinical trial funding commitment	—	—	—	—	—	380	—	—	380
Net loss	—	—	—	—	—	—	—	(5,179)	(5,179)
Balance, March 31, 2021	716	$ 1	37,552	$ 4	$ 363,350	$ (1,791)	$ (67)	$ (236,680)	$ 124,817
Stock-based compensation	—	—	—	—	1,036	—	—	—	1,036
Sale of common stock, net of expenses[(1)]	—	—	2,000	—	19,225	—	—	—	19,225
Other comprehensive gain	—	—	—	—	—	—	57	—	57
Preferred stock dividend	—	—	—	—	—	—	—	(6)	(6)
Release of clinical trial funding commitment	—	—	—	—	—	546	—	—	546
Net loss	—	—	—	—	—	—	—	(6,757)	(6,757)
Balance, June 30, 2021	716	$ 1	39,552	$ 4	$ 383,611	$ (1,245)	$ (10)	$ (243,443)	$ 138,918

(1) Net of expenses of $0.8 million.

See accompanying notes to the unaudited condensed financial statements.

	Preferred Stock Shares	Preferred Stock Amount	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Service Receivable	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
Balance, January 1, 2020	61	$ —	8,594	$ 8	$ 217,172	$ (972)	$ —	$ (208,898)	$ 7,310
Stock-based compensation	—	—	—		177	—	—	—	177
Sale of common stock and warrants	—	—	800	—	1,000	—	—	—	1,000
Issuance of common stock upon exercise of warrants	—	—	1,610	—	1,456	—	—	—	1,456
Issuance of common stock upon vesting of restricted stock units	—	—	7	—	—	—	—	—	—
Preferred stock dividend	—	—	—	—	—	—	—	(6)	(6)
Release of clinical trial funding commitment	—	—	—	—	—	293	—	—	293
Net loss	—	—	—	—	—	—	—	(4,089)	(4,089)
Balance, March 31, 2020	61	$ —	11,011	$ 8	$ 219,805	$ (679)	$ —	$ (212,993)	$ 6,141
Stock-based compensation	—	—	—	—	282	—	—	—	282
Issuance of common stock, preferred stock and warrants for clinical trial funding commitment	155	—	603	—	2,292	(2,300)	—	—	(8)
Deemed dividend recognized on beneficial conversion features of Series D Convertible Preferred Stock issuance	—	—	—	—	602	—	—	(602)	—
Deemed dividend recognized on beneficial conversion features of Series E Convertible Preferred Stock issuance	—	—	—	—	2,665	—	—	(2,665)	—
Sale of common stock, preferred stock and warrants[(2)]	866	1	4,689	1	17,277	—	—	—	17,279
Issuance of common stock upon exercise of warrants	—	—	3,473	—	4,605	—	—	—	4,605
Issuance of common stock upon vesting of restricted stock units	—	—	2	—	—	—	—	—	—
Issuance of common stock upon conversion of Series D Convertible Preferred Stock	(155)	—	1,547	—	—	—	—	—	—
Preferred stock dividend payable on Series A Convertible Preferred Stock	—	—	—	—	—	—	—	(6)	(6)
Release of clinical trial funding commitment	—	—	—	—	—	213	—	—	213
Net loss	—	—	—	—	—	—	—	(4,124)	(4,124)
Balance, June 30, 2020	927	$ 1	21,325	$ 9	$ 247,528	$ (2,766)	$ —	$ (220,390)	$ 24,382

(2) Net of expenses of $0.6 million, and fair value of warrants issued as a transaction advisory fee as of the date of issuance of $0.4 million.

See accompanying notes to the unaudited condensed financial statements.

CARDIFF ONCOLOGY, INC.
CONDENSED STATEMENTS OF CASH FLOWS
(in thousands)
(Unaudited)

	Six Months Ended June 30,	
	2021	2020
Operating activities		
Net loss	$ (11,936)	$ (8,213)
Adjustments to reconcile net loss to net cash used in operating activities:		
Loss on disposal of assets	1	—
Impairment loss	—	34
Depreciation	228	234
Stock-based compensation expense	1,304	459
Amortization of premiums on short-term investments	698	—
Change in fair value of derivative financial instruments—warrants	(268)	42
Release of clinical trial funding commitment	926	506
Changes in operating assets and liabilities:		
Other assets	141	5
Accounts receivable and unbilled receivable	12	94
Prepaid expenses and other assets	68	—
Operating lease right-of-use assets	165	161
Accounts payable and accrued expenses	(1,121)	(513)
Operating lease liabilities	(461)	(418)
Other liabilities	58	(56)
Net cash used in operating activities	(10,185)	(7,665)
Investing activities:		
Maturities of short-term investments	5,510	—
Purchases of short-term investments	(141,948)	—
Sales of short-term investments	5,735	—
Net cash used in investing activities	(130,703)	—
Financing activities:		
Proceeds from sales of common stock, preferred stock and warrants, net of expenses of $776 and $93, respectively	19,225	18,802
Costs related to the clinical trial funding commitment	—	(8)
Proceeds from exercise of warrants	1,263	6,126
Borrowings under note payable	—	305
Net cash provided by financing activities	20,488	25,225
Net change in cash and cash equivalents	(120,400)	17,560
Cash and cash equivalents—Beginning of period	130,981	10,195
Cash and cash equivalents—End of period	$ 10,581	$ 27,755
Supplementary disclosure of cash flow activity:		
Cash paid for taxes	$ 1	$ 1
Supplemental disclosure of non-cash investing and financing activities:		
Acquisition of property and equipment included in accounts payable and accrued expenses	$ 27	$ 11

	Six Months Ended June 30,	
	2021	2020
Expenses from sales of common stock, preferred stock and warrants included in accounts payable and accrued liabilities	$ —	$ 523
Expenses from exercise of warrants included in accounts payable and accrued liabilities	$ —	$ 64
Preferred stock dividend payable on Series A Convertible Preferred Stock	$ 12	$ 12
Deemed dividend recognized for beneficial conversion features of Series D Convertible Preferred Stock issuance	$ —	$ 602
Deemed dividend recognized for beneficial conversion features of Series E Convertible Preferred Stock issuance	$ —	$ 2,665
Common stock, Series D Convertible Preferred Stock and warrants issued in connection with clinical trial funding commitment, net of discount of $0 and $488, respectively	$ —	$ 2,300

See accompanying notes to the unaudited condensed financial statements.

CARDIFF ONCOLOGY, INC.
NOTES TO CONDENSED FINANCIAL STATEMENTS
(Unaudited)

1. Organization and Basis of Presentation

Business Organization and Overview

Cardiff Oncology, Inc. (“Cardiff Oncology” or the “Company”) headquartered in San Diego, California, is a clinical-stage oncology company with the mission of developing new precision medicine treatment options for cancer patients in indications with the greatest unmet medical need, including KRAS-mutated metastatic colorectal cancer, metastatic pancreatic cancer and Zytiga®-resistant metastatic castration-resistant prostate cancer. The Company's common stock is listed on the Nasdaq Capital Market under the ticker symbol "CRDF".

Basis of Presentation

The accompanying unaudited interim condensed financial statements of Cardiff Oncology have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) and the rules and regulations of the Securities and Exchange Commission (“SEC”) related to a quarterly report on Form 10-Q. Certain information and note disclosures normally included in annual financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to those rules and regulations. The unaudited interim condensed financial statements reflect all adjustments consisting of normal recurring adjustments which, in the opinion of management, are necessary for a fair statement of the Company’s financial position and the results of its operations and cash flows for the periods presented. The unaudited condensed balance sheet at December 31, 2020 has been derived from the audited financial statements at that date but does not include all of the information and disclosures required by GAAP for annual financial statements. The operating results presented in these unaudited interim condensed financial statements are not necessarily indicative of the results that may be expected for any future periods. These unaudited interim condensed financial statements should be read in conjunction with the audited financial statements and the notes thereto for the year ended December 31, 2020 included in the Company’s annual report on Form 10-K filed with the SEC on February 25, 2021.

Liquidity

The Company has incurred net losses since its inception and has negative operating cash flows. As of June 30, 2021, the Company had $140.1 million in cash, cash equivalents and short-term investments and believes it has sufficient cash to meet its funding requirements for at least the next 12 months following the issuance date of these financial statements.

For the foreseeable future, the Company expects to continue to incur losses and require additional capital to further advance its clinical trial programs and support its other operations. The Company cannot be certain that additional funding will be available on acceptable terms, or at all. To the extent that the Company can raise additional funds by issuing equity securities, the Company’s stockholders may experience additional dilution. The economic effects of COVID-19 could also have an adverse effect on the Company's ability to raise additional capital. See Note 10 to the condensed financial statements for further information.

2. Summary of Significant Accounting Policies

During the six months ended June 30, 2021, there have been no changes to the Company’s significant accounting policies as described in its Annual Report on Form 10-K for the fiscal year ended December 31, 2020, other than the addition of investment securities as described below.

Investment Securities

All investments have been classified as “available-for-sale” and are carried at fair value as determined based upon quoted market prices or pricing models for similar securities at period end. Investments with contractual maturities less than 12 months at the balance sheet date are considered short-term investments. Investments with contractual maturities beyond one year are also classified as short-term due to the Company’s ability to liquidate the investment for use in operations within the next 12 months.

Realized gains and losses on investment securities are included in earnings and are derived using the specific identification method for determining the cost of securities sold. The Company has not realized any significant gains or losses on sales of available-for-sale investment securities during any of the periods presented. As all the Company's investment holdings are in the form of debt securities or certificates of deposit, unrealized gains and losses that are determined to be temporary in nature are reported as a component of accumulated other comprehensive income. A decline in the fair value of any security below cost that is deemed other than temporary results in a charge to earnings and the establishment of a new cost basis for the security. Interest income is recognized when earned and is included in investment income, as are the amortization of purchase premiums and accretion of purchase discounts on investment securities.

Net Loss Per Share

Basic and diluted net loss per common share is determined by dividing net loss applicable to common stockholders by the weighted-average common shares outstanding during the period. Preferred dividends are included in net loss attributable to common stockholders in the computation of basic and diluted earnings per share.

The following table sets forth the computation of basic and diluted earnings per share:

	Three Months Ended June 30,		Six Months Ended June 30,	
(in thousands, except per share amounts)	**2021**	**2020**	**2021**	**2020**
Numerator:				
Net loss used for basic and diluted loss per share	$ (6,763)	$ (7,397)	$ (11,948)	$ (11,492)
Denominator:				
Weighted-average shares used to compute basic and diluted net loss per share	38,761	14,492	37,967	12,201
Net loss per share attributable to common stockholders:				
Basic and diluted	$ (0.17)	$ (0.51)	$ (0.31)	$ (0.94)

The following table sets forth the outstanding potentially dilutive securities that have been excluded in the calculation of diluted net loss per share because their effect was anti-dilutive:

	June 30,	
	2021	**2020**
Options to purchase Common Stock	2,966,843	1,924,039
Warrants to purchase Common Stock	4,490,159	12,329,435
Restricted Stock Units	—	2,241
Series A Convertible Preferred Stock	877	877
Series E Convertible Preferred Stock	2,684,607	3,548,459
	10,142,486	17,805,051

Recent Accounting Pronouncement Not Yet Adopted

In August 2020, the FASB issued ASU No. 2020-06 ("ASU 2020-06"), Debt - Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging - Contracts in Entity's Own Equity (Subtopic 815-40) ("ASU 2020-06"). ASU 2020-06 eliminates the beneficial conversion and cash conversion accounting models for convertible instruments. It also amends the accounting for certain contracts in an entity's own equity that are currently accounted for as derivatives because of specific settlement provisions. In addition, ASU 2020-06 modifies how particular convertible instruments and certain contracts that may be settled in cash or shares impact the diluted EPS computation. The amendments in this update are effective for public business entities for fiscal years beginning after December 15, 2021 (or December 15, 2023 for companies who meet the SEC definition of Smaller Reporting Companies), and interim periods within those fiscal years. The amendment is to be adopted through either a fully retrospective or modified retrospective method of transition. Early

adoption is permitted. The Company is currently evaluating the impact of this standard on its financial statements and related disclosures.

In May 2021, the FASB issued ASU No. 2021-04 ("ASU 2021-04), Earnings Per Share (Topic 260), Debt—Modifications and Extinguishments (Subtopic 470-50), Compensation—Stock Compensation (Topic 718), and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40): Issuer's Accounting for Certain Modifications or Exchanges of Freestanding Equity-Classified Written Call Options (a consensus of the FASB Emerging Issues Task Force). The amendments in this update are effective for all entities for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. The Company is currently evaluating the impact of this standard on its financial statements and related disclosures.

3. Fair Value Measurements

The following table presents the Company's assets and liabilities that are measured and recognized at fair value on a recurring basis classified under the appropriate level of the fair value hierarchy as of June 30, 2021 and December 31, 2020:

	Fair Value Measurements at June 30, 2021			
(in thousands)	Quoted Prices in Active Markets for Identical Assets and Liabilities (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Assets:				
Money market fund	$ 9,596	$ —	$ —	$ 9,596
Total included in cash and cash equivalents (1)	$ 9,596	$ —	$ —	$ 9,596
Available for sale investments:				
Certificate of deposit	—	1,740	—	1,740
Corporate debt securities	—	87,678	—	87,678
Commercial paper	—	12,782	—	12,782
Non U.S. government	—	737	—	737
U.S. treasury securities	—	26,533	—	26,533
Total available for sale investments (2)	$ —	$ 129,470	$ —	$ 129,470
Total assets measured at fair value on a recurring basis	$ 9,596	$ 129,470	$ —	$ 139,066
Liabilities:				
Derivative financial instruments—warrants (3)	$ —	$ —	$ 17	$ 17
Total liabilities measured at fair value on a recurring basis	$ —	$ —	$ 17	$ 17

	Fair Value Measurements at December 31, 2020			
(in thousands)	Quoted Prices in Active Markets for Identical Assets and Liabilities (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Assets:				
Money market fund (1)	$ 129,988	$ —	$ —	$ 129,988
Total assets measured at fair value on a recurring basis	$ 129,988	$ —	$ —	$ 129,988
Liabilities:				
Derivative financial instruments—warrants (3)	$ —	$ —	$ 285	$ 285
Total liabilities measured at fair value on a recurring basis	$ —	$ —	$ 285	$ 285

(1) Included as a component of cash and cash equivalents on the accompanying condensed balance sheets. Cash equivalents are considered by the Company to be highly liquid investments purchased with original maturities of three months or less from the date of purchase.

(2) Included in short-term investments in the accompanying condensed balance sheets.

(3) A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs or instruments that trade infrequently and therefore have little or no price transparency are classified as Level 3. See Note 6 to the condensed financial statements for further information.

4. Supplementary Balance Sheet Information

Investments available for sale consist of the following:

	As of June 30, 2021			
(in thousands)	**Amortized Cost**	**Gross Unrealized Gains**	**Gross Unrealized Losses**	**Fair Market Value**
Certificate of deposit	1,739	1	—	1,740
Corporate debt securities	87,689	10	(21)	87,678
Commercial paper	12,780	3	(1)	12,782
Non U.S. government	737	—	—	737
U.S. treasury securities	26,535	2	(4)	26,533
Total short term investments	$ 129,480	$ 16	$ (26)	$ 129,470

Property and equipment consist of the following:

(in thousands)	**As of June 30, 2021**	**As of December 31, 2020**
Furniture and office equipment	$ 825	$ 798
Leasehold improvements	1,962	1,962
Laboratory equipment	853	868
	3,640	3,628
Less—accumulated depreciation and amortization	(3,218)	(3,004)
Property and equipment, net	$ 422	$ 624

5. Leases

As a lessee, the Company's current leases include its master facility lease and immaterial equipment leases, all of which are considered operating leases.

The Company (as a sublessor) also subleases portions of its facility to third parties under three separate subleases. All of these subleases have been determined to be operating leases and are accounted for separately from the head lease.

Master Facility Lease

The Company leases a building in San Diego under an operating lease that expires on December 31, 2021. The lease currently requires fixed monthly rent payments of approximately $80,000, with 3% annual escalation. During July 2021, the Company entered into an amended lease agreement to continue leasing 12,300 square feet of the 26,100 square feet from the lease that expires at year end. See Note 11 to the condensed financial statements for further information regarding the amended lease agreement.

Facility Subleases

As a result of corporate restructurings in previous years, the Company vacated a portion of its facility and has subleased the space to third parties under three separate sublease agreements, which all expire December 31, 2021.

The components of lease expense were as follows:

(in thousands)	Three Months Ended June 30, 2021	Three Months Ended June 30, 2020	Six Months Ended June 30, 2021	Six Months Ended June 30, 2020
Operating lease cost	$ 92	$ 139	$ 187	$ 246
Operating sublease income	(101)	(73)	(202)	(146)
Net operating lease cost	$ (9)	$ 66	$ (15)	$ 100

Supplemental balance sheet information related to leases was as follows:

(in thousands)	As of June 30, 2021	As of December 31, 2020
Operating lease ROU assets	$ 178	$ 343
Current operating lease liabilities	$ 402	$ 860
Non-current operating lease liabilities	6	9
Total operating lease liabilities	$ 408	$ 869
Weighted-average remaining lease term–operating leases	0.5 years	1.0 year
Weighted-average discount rate–operating leases	6.5 %	6.5 %

Supplemental cash flow and other information related to leases was as follows:

(in thousands)	Three Months Ended June 30, 2021	Three Months Ended June 30, 2020	Six Months Ended June 30, 2021	Six Months Ended June 30, 2020
Cash paid for amounts included in the measurement of lease liabilities:				
Operating cash flows from operating leases	$ 243	$ 236	$ 483	$ 469

Total remaining annual commitments under non-cancelable lease agreements for each of the years ended December 31 are as follows:

(in thousands) Year Ending December 31,	Operating Leases	Sublease Income	Net Operating L
2021 (excluding the six months ended June 30, 2021)	$ 406	$ (202)	$
2022	6	—	
2023	3	—	
Total future minimum lease payments	415	$ (202)	$
Less imputed interest	(7)		
Total	$ 408		

6. Derivative Financial Instruments — Warrants

Based upon the Company's analysis of the criteria contained in ASC Topic 815-40, *Contracts in Entity's Own Equity* ("ASC 815-40") or ASC Topic 480-10, *Distinguishing Liabilities from Equity* ("ASC 480-10"), Cardiff Oncology determined that certain warrants issued in connection with the execution of certain equity financings must be recorded as derivative liabilities. In accordance with ASC 815-40 and ASC 480-10, the warrants are also being re-measured at each balance sheet date based on estimated fair value, and any resultant change in fair value is being recorded in the Company's condensed statements of operations. The Company estimates the fair value of these warrants using the Black-Scholes option pricing model.

The assumptions used to determine the fair value of the warrants using the Black-Scholes option pricing model were:

	As of June 30, 2021	As of December 31, 2020
Fair value of Cardiff Oncology common stock	$ 6.65	$ 17.99
Expected warrant term	1.6 years	2.1 years
Risk-free interest rate	0.16 %	0.13 %
Expected volatility of Cardiff Oncology common stock	110 %	116 %
Dividend yield	0 %	0 %

Expected volatility is based on historical volatility of Cardiff Oncology's common stock. The warrants have a transferability provision, accordingly, Cardiff Oncology used the remaining contractual term as the expected term of the warrants. The risk-free rate is based on the U.S. Treasury security rates consistent with the expected remaining term of the warrants at each balance sheet date.

The following table sets forth the components of changes in the Company's derivative financial instruments—warrants liability balance, valued using the Black-Scholes option pricing method, for the periods indicated.

(in thousands, except for number of warrants) Date	Description	Number of Warrants	Derivative Instrument Liability
December 31, 2020	Balance of derivative financial instruments—warrants liability	64,496	$ 285
	Change in fair value of derivative financial instruments—warrants during the period recognized as a gain in the condensed statements of operations	—	(268)
June 30, 2021	Balance of derivative financial instruments—warrants liability	64,496	$ 17

7. Stockholders' Equity

Stock Options

Stock-based compensation expense related to Cardiff Oncology equity awards have been recognized in operating results as follows:

(in thousands)	Three Months Ended June 30, 2021	Three Months Ended June 30, 2020	Six Months Ended June 30, 2021	Six Months Ended June 30, 2020
Included in research and development expense	$ 72	$ 70	$ 112	$ 147
Included in selling, general and administrative expense	964	212	1,192	312
Total stock-based compensation expense	$ 1,036	$ 282	$ 1,304	$ 459

The unrecognized compensation cost related to non-vested stock options outstanding at June 30, 2021, net of estimated forfeitures, was $7.9 million, which is expected to be recognized over a weighted-average remaining vesting period of 3.3 years. The weighted-average remaining contractual term of outstanding options as of June 30, 2021 was approximately 8.9 years. The total fair value of stock options vested during the six months ended June 30, 2021 and 2020 were $1.2 million and $0.8 million, respectively.

The estimated fair value of stock option awards was determined on the date of grant using the Black-Scholes option valuation model with the following weighted-average assumptions during the following periods indicated:

	Six Months Ended June 30,	
	2021	2020
Risk-free interest rate	0.94 %	0.44 %
Dividend yield	0 %	0 %
Expected volatility of Cardiff Oncology common stock	108 %	105 %
Expected term	6.0 years	5.9 years

A summary of stock option activity and changes in stock options outstanding is presented below:

	Total Options	Weighted-Average Exercise Price Per Share	Intrinsic Value
Balance outstanding, December 31, 2020	1,860,507	$ 7.43	$ 27,963,363
Granted	1,117,106	$ 7.98	
Canceled / Forfeited	(10,770)	$ 2.55	
Balance outstanding, June 30, 2021	2,966,843	$ 7.65	$ 7,439,918
Exercisable at June 30, 2021	1,282,401	$ 9.65	$ 5,076,084
Vested and expected to vest at June 30, 2021	2,886,407	$ 7.72	$ 7,262,361

2021 Equity Incentive Plan

In June 2021 the Company's stockholders approved the 2021 Omnibus Equity Incentive Plan ("2021 Plan"). The number of authorized shares in the 2021 plan is equal to the sum of (i) 3,150,000 shares, plus (ii) the number of shares of Common Stock reserved, but unissued under the 2014 Plan; and (iii) the number of shares of Common Stock underlying forfeited awards under the 2014 Plan. As of June 30, 2021, there were 2,304,110 shares available for issuance under the 2021 Plan.

2014 Equity Incentive Plan

Subsequent to the adoption of the 2021 Plan, no additional equity awards can be made under the terms of the 2014 Plan.

Modification of Stock Options

In June 2021 two of the Company's directors left the Board of Directors. At the time of departure, the Compensation Committee passed a resolution to extend the expiration date of both of the departing directors vested stock options, and to immediately accelerate the vesting of one of the directors unvested options. The Company recorded incremental stock compensation expense of $0.6 million during the three months ended June 30, 2021 related to the modifications.

Restricted Stock Units

A summary of the RSU activity is presented below:

	Total Restricted Stock Units	Weighted-Average Grant Date Fair Value Per Share	Intrinsic Value
Non-vested RSUs outstanding, December 31, 2020	491	$ 147.60	$ 8,833
Vested	(491)	$ 147.60	
Non-vested RSUs outstanding, June 30, 2021	—	$ —	$ —

The total fair value of vested RSUs during the six months ended June 30, 2021 and 2020 were $72 thousand and $99 thousand, respectively.

Warrants

A summary of warrant activity and changes in warrants outstanding, including both liability and equity classifications is presented below:

	Total Warrants	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Term
Balance outstanding, December 31, 2020	5,260,992	$ 5.19	4.1 years
Exercised	(770,833)	$ 1.64	
Balance outstanding, June 30, 2021	4,490,159	$ 5.80	3.5 years

Preferred Stock

A summary of our Company's classes of preferred stock is presented below:

Class	Par value	Shares designated	Liquidation preference	Shares outstanding	
				As of June 30, 2021	As of December 31, 2020
Series A Convertible Preferred Stock	$ 0.001	277,100	$ 606,000	60,600	60,600
Series B Convertible Preferred Stock	$ 0.001	8,860	None	—	—
Series C Convertible Preferred Stock	$ 0.001	200,000	None	—	—
Series D Convertible Preferred Stock	$ 0.0001	154,670	None	—	—
Series E Convertible Preferred Stock	$ 0.001	865,824	None	655,044	655,044

Sale of Common Stock

During May 2021, the Company sold 2.0 million shares of its common stock under the Sales Agreement with Jefferies LLC.

8. Commitments and Contingencies

Executive Agreements

Certain executive agreements provide for severance payments in case of terminations without cause or certain change of control scenarios.

Research and Development and Clinical Trial Agreements

In March 2017, the Company entered into a license agreement with Nerviano which granted the Company development and commercialization rights to NMS-1286937, which Cardiff Oncology refers to as onvansertib. Onvansertib, an investigational drug, is an oral, and a highly-selective adenosine triphosphate competitive inhibitor of the serine/threonine PLK1. The Company is developing onvansertib in cancer indications with the greatest medical need for new treatment options. The Company was committed to order $1.0 million of future services provided by Nerviano, such as the cost to manufacture drug product, no later than June 30, 2019, and these services have been purchased. Terms of the agreement also provide for the Company to pay development milestones and royalties based on sales volume.

The Company is a party of various agreements under which it licenses technology on an exclusive basis in the field of oncology therapeutics. These agreements include License fees, Royalties and Milestone payments. The company also has a legacy license agreement in the field of oncology diagnostics under which royalty payments are due. These royalty payments are calculated as a percent of revenue. For the three and six months ended June 30, 2021 and 2020, payments have not been material.

Litigation

Cardiff Oncology does not believe that it has legal liabilities that are probable or reasonably possible that require either accrual or disclosure. From time to time, the Company may become involved in various lawsuits and legal proceedings that arise in the ordinary course of business. Litigation is subject to inherent uncertainties, and an adverse result in matters may arise from time to time that may harm the Company's business. As of the date of this report, management believes that there are no claims against the Company, which it believes will result in a material adverse effect on the Company's business or financial condition.

9. Related Party Transactions

Gary Pace Securities Purchase Agreement

In May 2020, the Company entered into a Securities Purchase Agreement with Gary W. Pace, one of the Company's directors. Dr. Pace purchased 447,761 shares of the Company's common stock at $1.34 per share for an aggregate purchase price of $600,000.

Leucadia Life Sciences

In November 2018, the Company entered into a Material Transfer Agreement ("MTA") with Leucadia Life Sciences ("Leucadia") pursuant to which Leucadia developed a PCR-based assay for onvansertib for Acute Myeloid Leukemia ("AML"). This assay was completed in December 2020. During the duration of the agreement, one of the Company's directors Dr. Thomas Adams (who is no longer a director as of June 2021), was a principal stockholder of Leucadia. In connection with the MTA, the Company entered into a consulting agreement with Tommy Adams, Co-Founder & Chief Operating Officer of Leucadia, who is the son of Dr. Adams. During the three months ended June 30, 2021 and 2020 the Company incurred and recorded research and development expenses of approximately $0 and $0.3 million, respectively, for services performed by Leucadia and Tommy Adams. During the six months ended June 30, 2021 and 2020 the Company incurred and recorded research and development expenses of approximately $0 and $0.5 million, respectively, for services performed by Leucadia and Tommy Adams.

10. COVID-19

The COVID-19 outbreak in the United States has caused significant business disruption. The extent of the impact of COVID-19 on the Company's future operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, and impact on the Company's clinical trials, employees and vendors, all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact the Company's future financial condition or results of operations is uncertain. While there has not been a material impact on the Company's condensed financial statements for the six months ended June 30, 2021, a prolonged outbreak could have a material adverse impact on financial results and business operations of the Company, including the timing and ability of the Company to complete certain clinical trials and other efforts required to advance the development of its drugs and raise additional capital.

In response to the pandemic, the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") was signed into law on March 27, 2020. The CARES Act, among other things, includes tax provisions relating to refundable payroll tax credits, deferment of employer's social security payments, net operating loss utilization and carryback periods, modifications to the net interest deduction limitations and technical corrections to tax depreciation methods for qualified improvement property. The Company is utilizing the deferment of employer social security payments. The CARES Act did not have a material impact on our income tax provision for the six months ended June 30, 2021. We continue to monitor changes and revisions of the CARES Act and its impact on our financial position, results of operations and cash flows.

11. Subsequent Events

Amendment to facility lease agreement

During July 2021, the Company entered into an amended lease agreement ("amended lease") with BMR-COAST 9 LP. The amended agreement commences on January 1, 2022 and expires on February 28, 2027. The Company will lease approximately 12,300 square feet of office and lab space. The minimum monthly rent under the amended lease is $55 thousand with an annual rent escalation of 3% per year.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Forward-Looking Statements

This Quarterly Report on Form 10-Q includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements other than statements of historical facts contained in this Quarterly Report, including statements regarding the future financial position, business strategy and plans and objectives of management for future operations, are forward-looking statements. The words "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "should," "plan," "expect," and similar expressions, as they relate to us, are intended to identify forward-looking statements. We have based these forward-looking statements largely on current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy and financial needs. These forward-looking statements are subject to a number of risks, uncertainties and assumptions.

In addition, our business and financial performance may be affected by the factors that are discussed under "Risk Factors" in the Annual Report on Form 10-K for the year ended December 31, 2020, filed on February 25, 2021. Moreover, we operate in a very competitive and rapidly changing environment. New risk factors emerge from time to time and it is not possible for us to predict all risk factors, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. We cannot assure you that the events and circumstances reflected in the forward-looking statements will be achieved or occur. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements.

The following discussion and analysis is qualified in its entirety by, and should be read in conjunction with, the more detailed information set forth in the financial statements and the notes thereto appearing elsewhere in this Quarterly Report on Form 10-Q. This discussion should not be construed to imply that the results discussed herein will necessarily continue into the future, or that any conclusion reached herein will necessarily be indicative of actual operating results in the future. Such discussion represents only the best present assessment of our management.

Overview

We are a clinical-stage oncology company, developing new precision medicine treatment options for cancer patients in indications with the greatest unmet medical need. Our goal is to target tumor vulnerabilities with treatment combinations that overcome disease resistance and improve disease response to standard treatment regimens and to increase overall survival. We are developing onvansertib, a first-in-class, third-generation Polo-like Kinase 1 ("PLK1") inhibitor, in combination with standard-of-care anti-cancer therapeutics. Our clinical development programs incorporate tumor genomics and biomarker technology to refine assessment of patient response to treatment.

We licensed onvansertib from Nerviano Medical Sciences ("NMS") pursuant to a license agreement with NMS dated March 13, 2017. This exclusive, world-wide license agreement includes 3 issued patents for onvansertib which cover composition of matter, salt forms of onvansertib and combination of onvansertib with other drugs.

Onvansertib is a novel polo-like kinase ("PLK1")-selective adenosine triphosphate (ATP) competitive inhibitor with oral bioavailability, and a relatively short drug half-life of 24 hours. Onvansertib is highly potent against the PLK1 enzyme (concentration for 50% inhibition [IC_{50}]=5±3 nM), whereas low or no activity was observed on a panel of 63 kinases (IC50>500 nM), including the PLK members PLK2 and PLK3 (IC_{50}>10 μM).

PLK1, a serine/threonine kinase, is a master regulator of mitotic progression with various roles and localizations during the different mitotic phases. Upon PLK1 depletion in cancer cells by RNA interference (RNAi), inhibition of proliferation, and decreased viability, resulting from cell cycle arrest with 4N DNA content followed by apoptosis, are observed. PLK1 depletion also results in an increase in the number of cells containing abnormal spindle formation and misaligned chromosomes. Expression of PLK1 is seen in all proliferating normal tissues, and PLK1 is overexpressed in a number of tumors (including breast, prostate, ovary, lung, gastric, and colon cancers), as well as in hematologic cancers.

Although 5 different PLK family members are described in humans, the inhibition of the enzymatic activity or the depletion of PLK1 is sufficient to induce a G2/M cell cycle block and apoptosis in tumor cell lines and tumor regression in xenograft models. In addition, a tumor suppressor function has been described for PLK2 and PLK3 (but not PLK1), and they are reported to be expressed in non-proliferating, differentiated postmitotic cells, such as neurons, indicating a potentially better safety profile for a PLK1-selective compound.

Onvansertib is a highly selective inhibitor of PLK1. The fumarate salt of the compound was formulated for oral administration and is in clinical development for the treatment of a wide range of tumor types. There are 3 ongoing clinical studies of onvansertib in combination treatment: for second line treatment in patients with KRAS-mutated metastatic colorectal cancer ("mCRC"), in patients with metastatic pancreatic ductal adenocarcinoma ("mPDAC"), and in patients with metastatic castration-resistant prostate cancer ("mCRPC").

Combination studies in vitro showed synergistic effects when onvansertib was administered with different cytotoxic agents including antimicrotubule agents, topoisomerase 1 inhibitors, antimetabolites, alkylating agents, proteasome inhibitors, kinase inhibitors, BCL-2 inhibitors, and androgen biosynthesis inhibitors.

In addition, in vivo combination studies confirmed the positive results obtained in vitro and synergistic effects were observed in xenograft models for onvansertib in combination with abiraterone, 5-fluorouracil (5 FU), irinotecan (including NKTR-102), quizartinib, venetoclax, and paclitaxel, while additive effects in combination with cytarabine or bevacizumab were reported.

We believe the high-selectivity of onvansertib to PLK1, its 24-hour half-life and oral bioavailability, as well as evidence of safety and clinical benefit, with expected on-target, easy to manage and reversible side effects, may prove beneficial in addressing clinical therapeutic needs across a variety of cancers.

Ongoing Clinical Programs Update:

- TROV-054 is a Phase 1b/2 open-label multi- center clinical trial of onvansertib in combination with FOLFIRI and bevacizumab ("Avastin®") for the second line treatment of patients with KRAS-mutated mCRC, which is being conducted at 7 clinical trial sites across the U.S. - USC Norris Comprehensive Cancer Center, The Mayo Clinic Cancer Centers (Arizona, Minnesota and Florida), Kansas University Medical Center ("KUMC"), Inova Schar Cancer Institute and CARTI Cancer Center;
- TROV-053 is a Phase 2 open-label multi-center clinical trial of onvansertib in combination with abiraterone acetate (Zytiga®) and prednisone in patients with mCRPC, which is being conducted at Beth Israel Deaconess Medical Center ("BIDMC"), Dana-Farber Cancer Institute ("DFCI"), and Massachusetts General Hospital ("MGH");
- CRDF-001 is a Phase 2 open-label multi-center clinical trial of onvansertib in combination with nanoliposomal irinotecan (“Onivyde®”), leucovorin, and fluorouracil for second line treatment of patients with metastatic pancreatic ductal adenocarcinoma ("mPDAC"), which is being conducted at 6 clinical trial sites across the U.S. – The Mayo Clinic Cancer Centers (Arizona, Minnesota and Florida), Kansas University Medical Center (“KUMC”), University of Nebraska Medical Center (“UNMC”) and Inova Schar Cancer Institute.

KRAS-mutated mCRC

TROV-054 is a Phase 1b/2 study of onvansertib for the second-line treatment of patients with KRAS-mutated metastatic colorectal cancer ("mCRC") in combination with standard-of-care FOLFIRI and bevacizumab (Avastin®).

The primary objective of this study is to evaluate the dose-limiting toxicities ("DLTs") and maximum tolerated dose ("MTD") or recommended Phase 2 dose ("RP2D") of onvansertib in combination with FOLFIRI and bevacizumab (Phase 1b) and to continue to assess the safety and preliminary efficacy of onvansertib in combination with FOLFIRI and bevacizumab (Phase 2).

The rationale for this clinical trial is based on three key principles including synthetic lethality, synergy and proof-of-concept clinical benefit. Synthetic lethality arises when a combination of deficiencies in the expression of two genes leads to cell death, whereas a deficiency in only one of these genes does not. The deficiencies can arise through mutations, epigenetic alterations or inhibitors of the protein encoded by one of the genes. In reference to onvansertib, CRC tumor cells harboring KRAS mutations are more vulnerable to cell death with PLK1 inhibition versus KRAS wild-type isogenic cells. Synergy occurs when the combination of two drugs results in an unexpected greater activity than an expected additive effect of the two drugs. Onvansertib in combination with irinotecan and in combination with 5-FU (components of FOLFIRI) demonstrate synergy in

colorectal cancer cell lines and both combinations have demonstrated significantly greater tumor growth inhibition than either drug alone. Proof-of-concept clinical response has been demonstrated in a previously completed Phase 1 trial in solid tumors in which 3 of 5 patients showing stable disease had tumors with a KRAS mutation; 2 in colorectal cancer and 1 in pancreatic cancer.

Data presented on April 12, 2021, at a key opinion leader webinar, provided an update of the ongoing phase 1b/2 clinical study in KRAS-mutated metastatic colorectal cancer. Of the 18 patients evaluable for efficacy, 7 (39%) achieved an objective response (partial response; PR); 4 patients have had a confirmed PR; with 1 patient going on to curative surgery; 1 patient with a non-confirmed PR went off study due to an unrelated adverse event prior to their 16-week confirmatory scan and 2 patients were awaiting their respective confirmatory scans. This objective response rate (ORR) compares favorably with current standard of care benchmarks that range from 5 to 13%. To-date, the time to achieving a PR ranges from 2 to 6 months in patients on treatment. Objective responses were observed across different KRAS variants, including the 3 most common in CRC. Median progression free survival (mPFS) is currently 9.4 months which compares favorably with the current standard of care benchmarks that range from 4.5 to 5.7 months. 16 of 18 patients had a KRAS variant detected by ddPCR at baseline (all had a KRAS mutation detected by NGS). The greatest decreases in KRAS mutant allelic frequency (MAF) after 1 cycle of treatment were observed in patients achieving a PR (ranging from a decrease ranging from 78% to 100%), while the 2 patients who experienced disease progression showed a more modest reduction in KRAS MAF (decrease of 55% and 26%, respectively). Patients with PR and stable disease (SD) tended to have lower on-treatment KRAS MAF than patients with early progressive disease (PD). Of all adverse events (AEs) reported for onvansertib in combination with FOLFIRI/bevacizumab, only 11% have been grade 3 or 4. Grade 4 adverse events were attributed to the 5-FU bolus component of the combination regimen, which was eliminated in subsequent cycles of treatment per protocol and institutional guidelines. The only G3/G4 AE reported in ≥2 patients was neutropenia (n=8), which was managed by dose delay, growth factor therapy and/or discontinuation of the 5-FU bolus; no patients went off trial due to neutropenia. To-date, no major or unexpected toxicities have been attributed to onvansertib.

Key News Releases

We Announced the upcoming presentation of new data from Lead Clinical Program in KRAS-mutated Colorectal Cancer on Wednesday, September 8, 2021. Updated data from the Phase 1b/2 trial evaluating onvansertib in combination with standard-of-care FOLFIRI/bevacizumab for the second-line treatment of patients with KRAS-mutated metastatic colorectal cancer (mCRC) will be announced at a webinar featuring the clinical trial principal investigator, Heinz-Josef Lenz, M.D., FACP (USC Norris Comprehensive Cancer Center), and key clinical advisor Afsaneh Barzi, M.D., Ph.D., (City of Hope Comprehensive Cancer Center).

On April 12, 2021, we announced a KOL Event Webinar presentation of Phase 1b/2 data from our ongoing trial in KRAS-mutated mCRC demonstrating continued robust response to treatment and progression-free survival.

On April 10, 2021, we announced an electronic oral poster presentation of findings from our Expanded Access Program ("EAP") demonstrating the clinical benefit of onvansertib in KRAS-mutated mCRC at the American Association for Cancer Research ("AACR") Annual Meeting 2021.

mCRPC

TROV-053 is a Phase 2 study of onvansertib in combination with Zytiga® (abiraterone) and prednisone for the treatment of patients with metastatic castration resistant prostate cancer ("mCRPC").

The primary objective of this study is to observe the effects of onvansertib in combination with abiraterone and prednisone on disease control as assessed by prostate specific antigen ("PSA") decline or stabilization after 12 weeks of study treatment in patients with mCRPC showing early signs of resistance to abiraterone.

The rationale for this trial is based on the mechanism of action ("MOA") of onvansertib and Zytiga® and the synergy of these two drugs when used in combination in pre-clinical experiments. Onvansertib inhibits tumor cell division (mitosis) by inducing G2/M arrest of tumor cells and the combination of onvansertib and Zytiga® significantly increases mitotic arrest and is synergistic when used in combination. Additionally, PLK1 inhibition appears to enhance the efficacy of androgen signaling blockade in castration-resistant prostate cancer.

Data presented on February 11, 2021, at the American Society of Clinical Oncology Genitourinary Cancers Symposium (“ASCO-GU”) provided evidence of the safety and efficacy of onvansertib in combination with abiraterone. Arms

A (n=17) and B (n=12) showed similar response with 29% and 25% of patients achieving the primary endpoint and 53% and 42% of patients with SD at 12 weeks, respectively. The more continuous dosing schedule of Arm C (n=8) has shown a higher response rate with 63% of patients, to-date, achieving the primary endpoint and 75% with SD at 12 weeks. Evidence of efficacy was observed in patients harboring AR alterations across all 3 arms. ctDNA analysis revealed differences in baseline genomic profiles of patients achieving SD at 12 weeks vs. patients progressing before or at 12 weeks. Mutations exclusively present in patients with SD were associated with cell cycle and DNA repair pathways that may result in increased sensitivity to onvansertib and efficacy of the combination. Onvansertib + abiraterone has demonstrated safety across all 3 dosing schedules.

Key News Releases

On April 10, 2021, we announced, in collaboration with MIT, an electronic oral poster presentation featuring gene signature analyses data identifying androgen-independent mechanism for onvansertib-abiraterone synergy in mCRPC.

PDAC

CRDF-001 is a Phase 2 Study of onvansertib in combination with nanoliposomal irinotecan and 5-FU for the second line treatment of patients with metastatic pancreatic ductal adenocarcinoma ("PDAC"). The first patient was dosed in June 2021.

The objective of this trial is to assess the safety and preliminary efficacy of onvansertib in combination with nanoliposomal irinotecan (Onyvide®), 5-FU and leucovorin as a second-line treatment in patients with metastatic PDAC who have failed first-line gemcitabine-based therapy. The trial is expected to enroll approximately 45 patients across six sites in the U.S. including the three Mayo Clinic Cancer Centers (Arizona, Minnesota and Florida), Kansas University Medical Center, University of Nebraska Medical Center and Inova Schar Cancer Institute.

Key News Releases

On June 8, 2021, we announced that the first patient had been dosed in a Phase 2 Trial of Onvansertib in Combination with Irinotecan and 5-FU in Pancreatic Cancer.

Company Updates

Financial

On June 28, 2021, we announced that Cardiff Oncology has been added as a member of the small-cap Russell 2000® Index, the all-cap Russell 3000® Index, and the Russell Microcap® Index, as part of the 2021 Russell indexes reconstitution.

Company

On July 12, 2021, we announced the appointments of Katherine L. Ruffner, M.D., as Chief Medical Officer and James E. Levine as Chief Financial Officer. We entered into an employment agreement with Mr. Levine on July 12, 2021 and with Dr. Ruffner on August 4, 2021.

On June 10, 2021, our shareholders elected eight members to our Board of Directors. The shareholders elected Mani Mohindru, Ph.D., and Renee P Tannenbaum, Pharm D., as new independent directors.

Our accumulated deficit through June 30, 2021 is $243.4 million. To date, we have generated minimal revenues and expect to incur additional losses to perform further research and development activities.

Our drug development efforts are in their early stages, and we cannot make estimates of the costs or the time that our development efforts will take to complete, or the timing and amount of revenues related to the sale of our drugs. The risk of completion of any program is high because of the many uncertainties involved in developing new drug candidates to market, including the long duration of clinical testing, the specific performance of proposed products under stringent clinical trial protocols, extended regulatory approval and review cycles, our ability to raise additional capital, the nature and timing of research and development expenses, and competing technologies being developed by organizations with significantly greater resources.

Off-Balance Sheet Arrangements

We had no off-balance sheet arrangements as of June 30, 2021.

Critical Accounting Policies

Our accounting policies are described in ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS of our Annual Report on Form 10-K as of and for the year ended December 31, 2020, filed with the SEC on February 25, 2021. There have been no changes to our critical accounting policies since December 31, 2020.

RESULTS OF OPERATIONS

Three Months Ended June 30, 2021 and 2020

Revenues

Total revenues was $68k for the three months ended June 30, 2021 as compared to $43k for the prior period. Revenues are from our sales-based or usage-based royalties on other intellectual property licenses, unrelated to onvansertib. Revenue recognition of the royalty depends on the timing and overall sales activities of the licensees.

Research and Development Expenses

Research and development expenses consisted of the following:

	Three Months Ended June 30,		
(in thousands)	**2021**	**2020**	**Increase (Decrease)**
Salaries and staff costs	$ 292	$ 425	$ (133)
Stock-based compensation	72	70	2
Clinical trials, outside services, and lab supplies	3,606	1,809	1,797
Facilities and other	149	172	(23)
Total research and development	$ 4,119	$ 2,476	$ 1,643

Research and development expenses increased by $1.6 million for the three months ended June 30, 2021 compared to the same period in 2020. The overall increase in research and development expenses was primarily due to costs associated with clinical programs and outside service costs for three ongoing clinical trials related to the development of our lead drug candidate, onvansertib. Salaries and staff costs decreased primarily due to departmental changes of certain executives in the current period.

Selling, General and Administrative Expenses

Selling, general and administrative expenses consisted of the following:

	Three Months Ended June 30,		
(in thousands)	**2021**	**2020**	**Increase (Decrease)**
Salaries and staff costs	$ 513	$ 552	$ (39)
Stock-based compensation	964	212	752
Outside services and professional fees	914	485	429
Facilities and other	447	420	27
Total selling, general and administrative	$ 2,838	$ 1,669	$ 1,169

Selling, general and administrative expenses increased by $1.2 million for the three months ended June 30, 2021 compared to the same period in 2020. The significant components of the increase were outside services and stock-based compensation. The increase in stock-based compensation is primarily due to the modification of stock option grants for former directors who were no longer on the board as of June 2021. The increase in outside services and professional fees is primarily due to increased legal fees mainly related to the expansion of our patent portfolio and recruiting fees.

Change in Fair Value of Derivative Financial Instruments — Warrants

We have issued warrants that are accounted for as derivative liabilities. As of June 30, 2021, the derivative financial instruments—warrants liabilities were revalued to $17 thousand, resulting in a decrease in value of $61 thousand from March 31, 2021, based primarily upon the fluctuation in our stock price as well as the decrease in the remaining life of the warrants. The decrease in value upon remeasurement at June 30, 2021 was recorded as a gain from the change in fair value of derivative financial instruments—warrants in the condensed statement of operations.

Net Loss

Net loss and per share amounts were as follows:

	Three Months Ended June 30,		
(in thousands, except per share amounts)	**2021**	**2020**	**Increase (Decrea**
Net loss	(6,757)	(4,124)	$
Preferred stock dividend	$ (6)	$ (3,273)	$ (3
Net loss attributable to common shareholders	$ (6,763)	$ (7,397)	$
Net loss per common share — basic and diluted	$ (0.17)	$ (0.51)	$
Weighted average shares outstanding — basic and diluted	38,761	14,492	2

The $0.6 million decrease in net loss attributable to common shareholders was primarily the result of an increase of operating expenses, offset by a decrease in preferred stock dividend for the three months ended June 30, 2021, compared to the same period in the prior year. The $0.34 decrease in net loss per share was impacted by the increase in basic weighted average shares outstanding resulting primarily from the issuance of approximately 18.2 million shares of common stock and common stock equivalents from July 1, 2020 through June 30, 2021.

Six Months Ended June 30, 2021 and 2020

Revenues

Total revenues was $140 thousand for the six months ended June 30, 2021 as compared to $110 thousand for the prior period. Revenues are from our sales-based or usage-based royalties on other intellectual property licenses, unrelated to onvansertib. Revenue recognition of the royalty depends on the timing and overall sales activities of the licensees.

Research and Development Expenses

Research and development expenses consisted of the following:

	Six Months Ended June 30,		
(in thousands)	**2021**	**2020**	**Increase (Decrease)**
Salaries and staff costs	$ 574	$ 849	$ (275)
Stock-based compensation	112	147	(35)
Clinical trials, outside services, and lab supplies	6,406	3,782	2,624
Facilities and other	306	403	(97)
Total research and development	$ 7,398	$ 5,181	$ 2,217

Research and development expenses increased by $2.2 million for the six months ended June 30, 2021 compared to the same period in 2020. The overall increase in research and development expenses was primarily due to costs associated with clinical programs and outside service costs for three ongoing clinical trials related to the development of our lead drug candidate, onvansertib. Salaries and staff costs decreased primarily due to departmental changes of certain executives in the current period.

Selling, General and Administrative Expenses

Selling, general and administrative expenses consisted of the following:

(in thousands)	Six Months Ended June 30, 2021	2020	Increase (Decrease)
Salaries and staff costs	$ 1,081	$ 1,045	$ 36
Stock-based compensation	1,192	312	880
Outside services and professional fees	1,886	980	906
Facilities and other	914	818	96
Total selling, general and administrative	$ 5,073	$ 3,155	$ 1,918

Selling, general and administrative expenses increased by $1.9 million for the six months ended June 30, 2021 compared to the same period in 2020. The significant components of the increase were outside services and stock-based compensation. The increase in stock-based compensation is primarily due to the modification of stock option grants for former directors who were no longer on the board as of June 2021. The increase in outside services and professional fees is primarily due to increased legal fees mainly related to the expansion of our patent portfolio and recruiting fees.

Change in Fair Value of Derivative Financial Instruments — Warrants

We have issued warrants that are accounted for as derivative liabilities. As of June 30, 2021, the derivative financial instruments—warrants liabilities were revalued to $17 thousand, resulting in a decrease in value of $268 thousand from December 31, 2020, based primarily upon the fluctuation in our stock price as well as the decrease in the remaining life of the warrants. The change in value upon remeasurement at June 30, 2021 was recorded as a gain from the change in fair value of derivative financial instruments—warrants in the condensed statement of operations.

Net Loss

Net loss and per share amounts were as follows:

(in thousands, except per share amounts)	Six Months Ended June 30, 2021	2020	Increase (Decrea
Net loss	$ (11,936)	$ (8,213)	$
Preferred stock dividend	(12)	(3,279)	(
Net loss attributable to common shareholders	$ (11,948)	$ (11,492)	$
Net loss per common share — basic and diluted	$ (0.31)	$ (0.94)	$
Weighted average shares outstanding — basic and diluted	37,967	12,201	2

The $0.5 million increase in net loss attributable to common shareholders was primarily the result of an increase in operating expenses, offset by a decrease in preferred stock dividend for the six months ended June 30, 2021 compared to the same period in the prior year. The $0.63 decrease in basic net loss per share was impacted by the increase in weighted average shares outstanding resulting primarily from the issuance of approximately 18.2 million shares of common stock from July 1, 2020 through June 30, 2021.

LIQUIDITY AND CAPITAL RESOURCES

The COVID-19 outbreak in the United States has caused business disruptions. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, and impact on our clinical trials, employees and vendors, all of which are uncertain and cannot be predicted. The economic effects of the outbreak could also have an adverse effect on our ability to raise additional capital. At this point, the extent to which COVID-19 may impact our future financial condition or results of operations is uncertain.

Net cash used in operating activities for the six months ended June 30, 2021 was $10.2 million, compared to $7.7 million for the six months ended June 30, 2020. Our use of cash was primarily a result of the net loss of $11.9 million for the

six months ended June 30, 2021, adjusted for non-cash items related to release of clinical trial funding commitment of $0.9 million, stock-based compensation of $1.3 million, and depreciation of $0.2 million. The net change in our operating assets and liabilities was $1.1 million increasing cash used in operations. At our current and anticipated level of operating loss, we expect to continue to incur an operating cash outflow for the next several years.

Net cash used in investing activities was $130.7 million primarily related to net purchases of marketable securities during the six months ended June 30, 2021, compared to no investing activities for the same period in 2020.

Net cash provided in financing activities was $20.5 million during the six months ended June 30, 2021, compared to $25.2 million for the same period in 2020. Net cash provided in financing activities during the six months ended June 30, 2021 was from $1.3 million of proceeds from the exercise of warrants and $19.2 million from the sale of common stock. Net cash provided in financing activities during the six months ended June 30, 2020 was from $6.1 million of proceeds from the exercise of warrants and $18.8 million from the sale of common stock, preferred stock and warrants.

As of June 30, 2021, and December 31, 2020, we had working capital of $138.3 million and $127.2 million, respectively.

We have incurred net losses since our inception and have negative operating cash flows. As of June 30, 2021, we had $140.1 million in cash, cash equivalents and short-term investments and we believe we have sufficient cash to meet our funding requirements for at least the next 12 months following the date of this Quarterly Report on Form 10-Q.

For the foreseeable future, we expect to continue to incur losses and require additional capital to further advance its clinical trial programs and support its other operations. We cannot be certain that additional funding will be available on acceptable terms, or at all. To the extent that we can raise additional funds by issuing equity securities, our stockholders may experience additional dilution. The economic effects of COVID-19 could also have an adverse effect on our ability to raise additional capital.

CONTRACTUAL OBLIGATIONS

For a discussion of our contractual obligations see (i) our Financial Statements and Notes to Financial Statements Note 10. *Commitments and Contingencies*, and (ii) Item 7 Management Discussion and Analysis of Financial Condition and Results of Operations — *Contractual Obligations and Commitments*, included in our Annual Report on Form 10-K as of December 31, 2020. There have been no material changes to our contractual obligations in our Form 10-K for the year ended December 31, 2020.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not applicable.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We have performed an evaluation under the supervision and with the participation of our management, including our principal executive officer (CEO) and principal financial officer (CFO), of the effectiveness of our disclosure controls and procedures, as defined in Rule 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Based on that evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective as of June 30, 2021 to provide reasonable assurance that information required to be disclosed by us in the reports filed or submitted by us under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms.

Our disclosure controls and procedures are designed to provide reasonable assurance of achieving their objectives as specified above. Management does not expect, however, that our disclosure controls and procedures will prevent or detect all errors and fraud. Any control system, no matter how well designed and operated, is based upon certain assumptions and can provide only reasonable, not absolute, assurance that its objectives will be met. Further, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, within our company have been detected.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting during the three months ended June 30, 2021 that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

None.

ITEM 1A. RISK FACTORS

There have been no material changes from the risk factors disclosed in our Form 10-K for the year ended December 31, 2020.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibit Number	Description of Exhibit
10.1	Employment Agreement dated July 12, 2021 by and between James Levine and Cardiff Oncology, Inc. (incorporated by reference to Exhibit 10.1 to Form 8-K filed on July 12, 2021).
10.2	Employment Agreement dated August 4, 2021 by and between Katherine Ruffner and Cardiff Oncology, Inc.
31.1	Certification of Principal Executive Officer required by Rule 13a-14(a)/15d-14(a) under the Exchange Act.
31.2	Certification of Principal Financial Officer required by Rule 13a-14(a)/15d-14(a) under the Exchange Act.
32.1	Certification of Principal Executive Officer pursuant to 18 U.S.C Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Principal Financial Officer pursuant to 18 U.S.C Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase
101.LAB	Inline XBRL Taxonomy Extension Labels Linkbase
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase
104	Cover Page Interactive Data File - the cover page from the Registrant’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2021 is formatted in Inline XBRL

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CARDIFF ONCOLOGY, INC.

August 5, 2021

By: /s/ Mark Erlander
Mark Erlander
Chief Executive Officer

CARDIFF ONCOLOGY, INC.

August 5, 2021

By: /s/ James Levine
James Levine
Chief Financial Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into effective as of August 4, 2021 (the "Effective Date"), by and between Katherine L. Ruffner (the "Executive") and Cardiff Oncology, Inc., a Delaware corporation (the "Company").

R E C I T A L S

WHEREAS, the Company desires to employ Executive, and Executive desires to be employed by the Company, in each case effective as of the Effective Date;

WHEREAS, in connection with the foregoing, Executive shall be required to perform Executive's duties and obligations hereunder on behalf of the Company, as appropriate, and such duties and obligations shall be enforceable by the Company;

WHEREAS, this Agreement supersedes any and all prior term sheets, employment agreements or similar agreements by and between Executive and the Company.

AGREEMENT

In consideration of the mutual covenants herein contained and the employment of Executive by the Company, the parties agree as follows:

1. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

(a) "Cause" shall mean any of the following: (i) the commission of a material act of fraud, embezzlement or misappropriation, which is intended to result in substantial personal enrichment of Executive in connection with Executive's employment with the Company; (ii) Executive's willful misconduct, gross negligence, act of dishonesty or breach of trust in connection with Executive's employment; (iii) Executive's indictment for or charge with (and in connection with which there is the commencement of a criminal trial), or plea of *nolo contendere*, to a crime constituting a felony (other than traffic-related offenses) or any other criminal offense involving fraud, dishonesty, misappropriation or serious moral turpitude; (iv) Executive's breach of any non-solicitation or non-competition obligations to the Company or its affiliates, including without limitation, those set forth in Section 15(a) and Section 15(b) of this Agreement or Executive's willful, grossly negligent, or reckless breach of any confidentiality obligations to the Company or its affiliates, including, without limitation, those set forth in Section 14 of this Agreement and the Confidentiality and Inventions Agreement attached hereto as **Exhibit B**; or (v) Executive's (1) material failure to perform Executive's duties as set forth in this Agreement, and (2) failure to "cure" any such failure within thirty (30) days after receipt of written notice from the Company delineating the specific acts that constituted such material failure and the specific actions necessary, if any, to "cure" such failure.

(b) "Change of Control" shall mean the occurrence of any of the following events:

(i) the date on which any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), obtains "beneficial ownership" (as defined in Rule 13d-3 of the Exchange Act) or a pecuniary interest in fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities ("Voting Stock");

(ii) the consummation of a merger, consolidation, reorganization, or similar transaction involving the Company, other than a transaction: (1) in which substantially all of the holders of the Voting Stock immediately prior to such transaction hold or receive directly or indirectly more than fifty percent (50%) or more of the voting stock of the resulting entity or a parent company thereof, in substantially the same proportions as their ownership of the Company immediately prior to the transaction; or (2) in which the holders of the Company's capital stock immediately before such transaction will, immediately after such transaction, hold as a group on a fully diluted basis the ability to elect at least a majority of the authorized directors of the surviving entity (or a parent company); or

(iii) there is consummated a sale, lease, license or disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries, other than a sale, lease, license or disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries to an entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale, lease, license or disposition.

(c) "Disability" means totally and permanently disabled as defined in the Company's disability benefit plan applicable to senior executive officers as in effect on the date thereof.

(d) "Good Reason" shall mean without Executive's express written consent any of the following: (i) a material reduction of Executive's duties, position or responsibilities relative to Executive's duties, position or responsibilities in effect immediately prior to such reduction, or the removal of Executive from such position, duties or responsibilities; (ii) a reduction of Executive's compensation as in effect immediately prior to such reduction; (iii) the relocation of Executive to a facility or a location more than fifty (50) miles from the Company's then current principal location; or (iv) a material breach by the Company of this Agreement. Any Good Reason termination will require thirty (30) days advance written notice by Executive of the event giving rise to Good Reason within sixty (60) days after Executive first learns of the applicable event, and will not be effective unless the Company has not cured the Good Reason event within such thirty (30) day notice period. In order for Executive to resign for Good Reason, Executive must resign from Executive's employment within sixty (60) days after the failure of the Company to cure a Good Reason event.

2. Duties and Scope of Position. During the Term (as defined below), Executive will serve as Chief Medical Officer of the Company, reporting to the Chief Executive Officer of the Company, and assuming and discharging such responsibilities as are commensurate with Executive's position. During the Term, Executive will provide services in a manner that will

faithfully and diligently further the business of the Company and will devote a substantial portion of Executive's business time, attention and energy thereto. Notwithstanding the foregoing, nothing in this Agreement shall restrict Executive from managing Executive's personal investments, or serving on civic or charitable boards or committees, provided that no such activities unduly interfere, individually or in the aggregate, with the performance of Executive's obligations under this Agreement, provided that Executive shall honor the non-competition and non-solicitation terms as per Section 15 below.

3. Term. The term of Executive's employment under this Agreement shall commence as of the Effective Date and shall continue until July 6, 2024, unless earlier terminated in accordance with Section 9 hereof. The term of Executive's employment shall be automatically renewed for successive one (1) year periods until the Executive or the Company delivers to the other party a written notice of their intent not to renew such employment, such written notice to be delivered at least sixty (60) days prior to the expiration of the then-effective Term as that term is defined below. The period commencing as of the Effective Date and ending on Executive's last date of employment with the Company under this Agreement is the "Term" and the end of the Term is referred to herein as the "Expiration Date."

4. Base Compensation. The Company shall pay to Executive a base compensation (the "Base Compensation") of $430,000 per year (prorated for any partial year), payable at such times as the Company customarily pays its other senior executives (but in any event no less often than monthly). In addition, each year during the Term, Executive shall be reviewed for purposes of determining the appropriateness of Executive's Base Compensation hereunder. The Base Compensation shall be subject to all federal, state and local payroll tax withholding and any other withholdings required by law. For purposes of the Agreement, the term "Base Compensation" as of any point in time shall refer to the Base Compensation as adjusted pursuant to this Section 4.

5. Benefits; Expense Reimbursement.

(a) Benefits. During the Term, Executive shall be entitled to participate in all company employee benefit plans. In the event Executive elects to pay to a self-funded health insurance program, Executive shall be reimbursed by the Company for such costs up to the maximum amount the Company would be obligated to pay for similar benefits pursuant to its health insurance plans.

(b) Expenses. During the Term, the Company shall promptly reimburse Executive for all expenses reasonably and necessarily incurred by Executive in connection with the business of the Company, consistent with Company policies in effect from time to time.

6. Target Bonus. In addition to Executive's Base Compensation, during the Term Executive shall be given the opportunity to earn an annual bonus (the "Bonus") of up to 45% of Base Compensation. The Bonus shall be earned by Executive upon the Company's achievement of performance milestones for a fiscal year (in each case, the "Target Year") to be mutually agreed upon by the Executive and the Board or its compensation committee. [In the event Executive is employed by the Company for less than the full Target Year for which a Bonus is

earned pursuant to this Section 6, Executive shall be entitled to receive a pro-rated Bonus for such Target Year based on the number of days Executive was employed by the Company during such Target Year divided by 365. The determinations of the Board or its compensation committee with respect to Bonuses will be final and binding.

7. Equity Award. Executive will be granted an equity-based compensation award ("Award") in such amounts and subject to such terms and conditions that are consistent with, and no less favorable to Executive than the terms and conditions set forth in Exhibit C attached hereto. Upon termination of Executive's employment, the treatment of any portion of outstanding Award shall be determined in accordance with the terms of any agreements governing such award ("Award Agreement"). Executive shall remain eligible to receive additional equity-based compensation awards as the Company may grant from time to time.

8. Signing Bonus. If Executive is then employed by the Company within 90 days following the Effective Date, Employee shall receive a one-time cash signing bonus of $37,500. If Executive's employment terminates for Cause, Executive resigns without Good Reason or Executive breaches any of Executive's restrictive covenants, in each case within one year following the Effective Date, Executive shall within 30 days following such event repay the entire amount of such signing bonus to the Company. In addition, if Executive breaches any of Executive's restrictive covenants, in each case following the one-year anniversary of the Effective Date, but prior to the second anniversary of the Effective Date, Executive shall within 30 days following such event repay 50% of such signing bonus to the Company.

9. Termination.

(a) Termination by the Company. Subject to the obligations of the Company set forth in Section 10 below, the Company may terminate Executive's employment at any time and for any reason (or no reason), and with or without Cause, and without prejudice to any other right or remedy to which the Company or Executive may be entitled at law or in equity or under this Agreement. Notwithstanding the foregoing, in the event the Company desires to terminate the Executive's employment without Cause, the Company shall give the Executive not less than sixty (60) days advance written notice.

(b) Termination by Executive. Executive may voluntarily terminate the Term upon sixty (60) days' prior written notice for any reason or no reason.

(c) Termination for Death or Disability. Subject to the obligations of the Company set forth in Section 10 below, Executive's employment shall terminate automatically upon Executive's death. Subject to the obligations of the Company set forth in Section 10 below, in the event Executive is unable to perform Executive's duties as a result of Disability during the Term, the Company shall have the right to terminate the employment of Executive by providing written notice of the effective date of such termination.

10. Payments Upon Termination of Employment.

(a) Termination for Cause, Death or Disability or Termination by Executive without Good Reason. In the event that Executive's employment hereunder is terminated during the Term by the Company for Cause, as a result of Executive's death or Disability, or voluntarily by Executive without Good Reason, the Company shall compensate Executive (or in the case of death, Executive's estate) as follows: on the date of termination, the Company shall pay Executive a lump sum amount equal to (i) any portion of unpaid Base Compensation then due for periods prior to the effective date of termination; (ii) any Bonus and Options earned and not yet paid or granted, as applicable, through the date of termination; and (iii) within 2-1/2 months following submission of proper expense reports by Executive or Executive's estate, all expenses reasonably and necessarily incurred by Executive in connection with the business of the Company prior to the date of termination.

(b) Termination by Company Without Cause or by Executive for Good Reason. In the event that Executive's employment is terminated during the Term by the Company without Cause or by Executive for Good Reason, the Company shall compensate Executive as follows:

(i) on the date of termination, the Company shall pay Executive a lump sum amount equal to (A) any portion of unpaid Base Compensation then due for periods prior to the effective date of termination; (B) any Bonus and Options earned and not yet paid or granted, as applicable, through the date of termination; and (C) within 2-1/2 months following submission of proper expense reports by Executive, all expenses reasonably and necessarily incurred by Executive in connection with the business of the Company prior to the date of termination; and, provided that Executive executes a written release pursuant to Section 10(e) below, the Company shall pay Executive the Base Compensation for twelve (12) months from the date of termination, the potential Bonus the Executive is or would be eligible for pursuant to Section 6 herein during such twelve (12) month period following the termination and any benefits (or benefits reimbursement payments) pursuant to Section 5 herein that the Executive is or would be eligible for during such twelve (12) month period.

(c) Termination in the Context of a Change of Control. Notwithstanding anything in Section 10(a) or 10(b) herein to the contrary, in the event of Executive's termination of employment with the Company either (i) by the Company without Cause at any time within twelve (12) months prior to the consummation of a Change of Control if, prior to, or as of such termination, a Change of Control transaction was Pending (as defined in Section 10(d) below) at any time during such twelve (12)-month period, (ii) by Executive for Good Reason at any time within twelve (12) months after the consummation of a Change of Control, or (iii) by the Company without Cause at any time upon or within twelve (12) months after the consummation of a Change of Control, then, Executive shall be entitled to the following payments and other benefits:

(i) on the date of termination (except as specified in clause (C)), the Company shall pay Executive a lump sum amount equal to (A) any portion of unpaid Base Compensation then due for periods prior to the effective date of termination; (B) any Bonus earned and not yet paid through the date of termination; and (C) within 2-1/2 months following

submission of proper expense reports by Executive, all expenses reasonably and necessarily incurred by Executive in connection with the business of the Company prior to the date of termination;

(ii) on the date of termination, provided that Executive executes a written release pursuant to Section 10(e) below, the Company shall pay to Executive a lump sum amount equal to twelve (12) months of Executive's Base Compensation then in effect as of the day of termination, the maximum Bonus the Executive is or would be eligible for pursuant to Section 6 herein during such twelve (12) month period and any benefits pursuant to Section 5 herein that the Executive is or would be eligible for during such twelve (12) month period;

(iii) notwithstanding any provision of any stock incentive plan, stock option agreement, restricted stock agreement or other agreement relating to capital stock of the Company, and provided that Executive executes a written release pursuant to Section 10(e) below, all of the shares and equity awards held by Executive that are then unvested shall immediately vest and, with respect to all options, warrants and other convertible securities of the Company beneficially held by Executive, become fully exercisable for (A) a period of six months following the date of termination only if at the time of such termination there is a Change of Control transaction Pending (as defined in Section 10(d) below) or (B) if clause (A) does not apply, then such period of time set forth in the agreement evidencing the security; and

(iv) Severance benefits under this Section 10(c) and Section 10(b) above shall be mutually exclusive and severance under one such section shall prohibit severance under the other.

In order to effectuate the provisions of Section 10(c)(iii) hereof, in the event that Executive's employment is terminated during the Term by the Company without Cause or by Executive for Good Reason, no equity award held by Executive shall expire or terminate prior to the earlier to occur of (a) ten (10) years after the date of the award and (b) fifteen (15) months after Executive's termination of employment with the Company.

(d) Definition of "Pending." For purposes of Section 10(c) herein, a Change of Control transaction shall be deemed to be "Pending" each time any of the following circumstances exist: (A) the Company and a third party have entered into a confidentiality agreement that has been signed by a duly-authorized officer of the Company and that is related to a potential Change of Control transaction; (B) the Company has received a written expression of interest from a third party, including a binding or non-binding term sheet or letter of intent, related to a potential Change of Control transaction; or (C) a third party has publicly announced, through a filing with the Securities and Exchange Commission, its intent to commence a tender offer or similar transaction to acquire 50% or more of the outstanding voting interests of the Company.

(e) Conditions to Payment. All payments and benefits due to Executive under this Section 10 that are made subject to this Section 10(e) on 10, (such payments, "Severance"), shall only be payable if Executive (or Executive's beneficiary or estate) delivers to the Company and does not revoke (under the terms of applicable law) a general release of all claims

substantially in the form attached hereto as Exhibit A. Such general release shall be executed and delivered (and no longer subject to revocation) within fifty-five (55) days following termination. Failure to timely execute and return such release or revocation shall be a waiver by Executive of Executive's right to any Severance. If Executive's review and revocation period for the release of claims required pursuant to this Section spans two of Executive's taxable years, the first payment shall be made on the first regularly scheduled payroll date of the later taxable year following the effective date of such release of claims and shall include all amounts accrued prior thereto. In addition, Severance shall be conditioned on Executive's compliance with Section 15 hereof.

11. Code Section 409A.

(i) The parties agree that this Agreement shall be interpreted to comply with or be exempt from Section 409A of the Code and the regulations and guidance promulgated thereunder to the extent applicable (collectively "Code Section 409A"), and all provisions of this Agreement shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A. In no event whatsoever will the Company be liable for any additional tax, interest or penalties that may be imposed on Executive under Code Section 409A or any damages for failing to comply with Code Section 409A.

(ii) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits considered "nonqualified deferred compensation" under Code Section 409A upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." If Executive is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered nonqualified deferred compensation under Code Section 409A payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of Executive, and (ii) the date of Executive's death (the "Delay Period"). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 13.7(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed on the first business day following the expiration of the Delay Period to Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(iii) With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for

reimbursement, or in-kind benefits, to be provided in any other taxable year, provided, that, this clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Internal Revenue Code Section 105(b) solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments shall be made on or before the last day of Executive's taxable year following the taxable year in which the expense occurred.

(iv) For purposes of Code Section 409A, Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within thirty (30) days following the date of termination"), the actual date of payment within the specified period shall be within the sole discretion of the Company.

12. Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets or otherwise pursuant to a Change of Control shall assume the Company's obligations under this Agreement and agree expressly in writing delivered to Executive, at or prior to such Change of Control, to perform the Company's obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a Change of Control. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets (including any parent company to the Company), whether or not in connection with a Change of Control, which becomes bound by the terms of this Agreement by contract, operation of law or otherwise.

13. Notices. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given (a) when personally delivered (if to the Company, addressed to its Secretary at the Company's principal place of business on a non-holiday weekday between the hours of 9 a.m. and 5 p.m.; if to Executive, via personal service to Executive's last known residence) or (b) three business days following the date it is mailed by U.S. registered or certified mail, return receipt requested and postage prepaid.

14. Confidential Information. Executive recognizes and acknowledges that by reason of Executive's employment by and service to the Company before, during and, if applicable, after the Term, Executive will have access to certain confidential and proprietary information relating to the Company's business, which may include, but is not limited to, trade secrets, trade "know-how," product development techniques and plans, formulas, customer lists and addresses, financing services, funding programs, cost and pricing information, marketing and sales techniques, strategy and programs, computer programs and software and financial information (collectively referred to herein as "Confidential Information"). Executive acknowledges that such Confidential Information is a valuable and unique asset of the Company and Executive covenants that Executive will not, unless expressly authorized in writing by the Company, at any time during the course of Executive's employment use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation except in connection

with the performance of Executive's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Executive also covenants that at any time after the termination of such employment, directly or indirectly, Executive will not use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation, unless such information is in the public domain through no fault of Executive or except when required to do so by a court of law, by any governmental agency having supervisory authority over the business of the Company or by any administrative or legislative body (including a committee thereof) with apparent jurisdiction to order Executive to divulge, disclose or make accessible such information. All written Confidential Information (including, without limitation, in any computer or other electronic format) which comes into Executive's possession during the course of Executive's employment shall remain the property of the Company. Unless expressly authorized in writing by the Company, Executive shall not remove any written Confidential Information from the Company's premises, except in connection with the performance of Executive's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Upon termination of Executive's employment, the Executive agrees to immediately return to the Company all written Confidential Information (including, without limitation, in any computer or other electronic format) in Executive's possession. As a condition of Executive's employment with the Company and in order to protect the Company's interest in such proprietary information, the Company shall require Executive's execution of a Confidentiality Agreement and Inventions Agreement in the form attached hereto as Exhibit B, and incorporated herein by this reference.

15. Non-Competition; Non-Solicitation.

(a) Non-Compete. he Executive hereby covenants and agrees that during the Term and for a period of one year following the Expiration Date, the Executive will not, without the prior written consent of the Company, directly or indirectly, on Executive's own behalf or in the service or on behalf of others, whether or not for compensation, engage in any business activity, or have any interest in any person, firm, corporation or business, through a subsidiary or parent entity or other entity (whether as a shareholder, agent, joint venturer, security holder, trustee, partner, Executive, creditor lending credit or money for the purpose of establishing or operating any such business, partner or otherwise) with any Competing Business in the Covered Area. For the purpose of this Section 15 (a), (i) "Competing Business" means the current business of the Company and (ii) "Covered Area" means all geographical areas of the United States and other foreign jurisdictions where Company then has offices and/or sells its products directly or indirectly through distributors and/or other sales agents. Notwithstanding the foregoing, the Executive may own shares of companies whose securities are publicly traded, so long as ownership of such securities do not constitute more than one percent (1%) of the outstanding securities of any such company.

(b) Non-Solicitation. Executive further agrees that during the Term and for a period of one (1) year from the Expiration Date, the Executive will not divert any business of the Company and/or its affiliates or any customers or suppliers of the Company and/or the Company's and/or its affiliates' business to any other person, entity or competitor, or induce or

attempt to induce, directly or indirectly, any person to leave his or her employment with the Company and/or its affiliates; provided, however, that the foregoing provisions shall not apply to a general advertisement or solicitation program that is not specifically targeted at such employees.

(c) Remedies. Executive acknowledges and agrees that Executive's obligations provided herein are necessary and reasonable in order to protect the Company and its affiliates and their respective business and Executive expressly agrees that monetary damages would be inadequate to compensate the Company and/or its affiliates for any breach by Executive of Executive's covenants and agreements set forth herein. Accordingly, Executive agrees and acknowledges that any such violation of this Section 15 will cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company and its affiliates shall be entitled to seek injunctive relief against the breach of this Section 15 or the continuation of any such breach by the Executive without the necessity of proving actual damages.

16. Employment Relationship. Executive's employment with the Company will be "at will," meaning that either Executive or the Company may terminate Executive's employment at any time and for any reason, with or without Cause or Good Reason. Any contrary representations that may have been made to Executive are superseded by this Agreement. This is the full and complete agreement between Executive and the Company on this term. Although Executive's duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time-to-time, the "at will" nature of Executive's employment may only be changed in an express written agreement signed by Executive and a duly authorized officer of the Company (other than Executive).

17. Miscellaneous Provisions.

(a) Survival. Sections 1, 5, 6, 10, 11, 13, 14, 15 and 17 herein, including this Section 17(a), shall survive the termination of Executive's employment with the Company, the expiration of this Agreement and the termination of this Agreement for any reason.

(b) Modifications; No Waiver. No provision of this Agreement may be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Entire Agreement. This Agreement supersedes, amends and restates all prior agreements and understandings between the parties, oral or written, including, without limitation, the Executive Agreement. No modification, termination or attempted waiver shall be valid unless in writing, signed by the party against whom such modification, termination or waiver is sought to be enforced.

(d) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the internal substantive laws, but not the conflicts of law rules, of the State of California.

(e) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(f) Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, and may be delivered by facsimile or other electronic means, but all of which shall be deemed originals and taken together will constitute one and the same Agreement.

(g) Headings. The headings of the Articles and Sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

(h) Construction of Agreement. In the event of a conflict between the text of the Agreement and any summary, description or other information regarding the Agreement, the text of the Agreement shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

COMPANY: Cardiff Oncology, Inc.

By: /s/ Mark Erlander

Name: Mark Erlander

Title: Chief Executive Officer

EXECUTIVE: /s/ Katherine L. Ruffner

Katherine L. Ruffner

Exhibit A

Form of Release Agreement

Exhibit B

Confidentiality and Inventions Agreement

Exhibit C

EQUITY TERMS

Type of Award ("Award")	• An inducement grant under Nasdaq Rule 5635(c)(4). • Executive's Award to equal 200,000 shares. • Award is evidenced by agreement executed by Executive and the Company.
Vesting of Award	• 25% vest one year after date of grant and the remainder vest in monthly equal amounts over 36 months beginning one year and one month after date of grant
Termination of Service for Cause, resignation with/without Cause, death & disability, etc.	• ninety (90) days following the date of the Executive's termination of employment with the Company and its Affiliates for any reason other than for Cause or due to the Executive's death or Disability; • six (6) months following the date of the Executive's termination of employment with the Company and its Affiliates due to the Executive's death or Disability. • The entire Award (whether vested or unvested) held by the Executive immediately prior to the cessation of the Executive's employment shall immediately terminate upon such cessation if such cessation of employment was for Cause

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

I, Mark Erlander, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Cardiff Oncology, Inc. (the "Registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions);

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 5, 2021

/s/ Mark Erlander

Mark Erlander
Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER

I, Brigitte Lindsay, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Cardiff Oncology, Inc. (the "Registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions);

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 5, 2021

/s/ James Levine

James Levine
Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Cardiff Oncology, Inc. (the "Company") on Form 10-Q for the three months ended June 30, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mark Erlander, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 5, 2021

/s/ Mark Erlander
Mark Erlander
Chief Executive Officer

Exhibit 32.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Cardiff Oncology, Inc. (the "Company") on Form 10-Q for the three months ended June 30, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, James Levine, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 5, 2021

/s/ James Levine
James Levine
Chief Financial Officer