
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

Cardiff Oncology, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

27-2004382
IRS Employer
Identification No.)

**11055 Flintkote Avenue
San Diego, CA 92121
(858) 952-7570**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Cardiff Oncology, Inc. Employee Stock Option Agreements
(Full title of the plan)

**Mark Erlander, Ph.D.
Chief Executive Officer
Cardiff Oncology, Inc.
11055 Flintkote Avenue
San Diego, CA 92121
(858) 952-7570**

(Name and address of agent for service)

(858) 952-7570

(Telephone number, including area code, of agent for service)

With copies to:

**Jeffrey J. Fessler, Esq.
Sheppard, Mullin, Richter & Hampton LLP
30 Rockefeller Plaza, 39th Floor
New York, New York 10112
(212) 653-8700**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the 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
Non-accelerated filer

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 7(a)(2)(B) of Securities Act.

TABLE OF CONTENTS

<u>PART I EXPLANATORY NOTE</u>	I-1
<u>PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT</u>	II-1
<u>Item 3. Incorporation of Documents by Reference</u>	II-1
<u>Item 6. Indemnification of Directors and Officers</u>	II-2
<u>Item 8. Exhibits</u>	II-3
<u>Item 9. Undertakings</u>	II-3
<u>SIGNATURES</u>	II-4
<u>EXHIBIT INDEX</u>	II-5

EXPLANATORY NOTE

This Registration Statement on Form S-8 (this “Registration Statement”) is being filed for the purpose of registering 1,435,256 shares of the Registrant’s Common Stock issuable upon the vesting and exercise of stock options granted as inducement awards by the Registrant to employees in accordance with Nasdaq Listing Rule 5635(c)(4). The shares of Common Stock registered pursuant to this Registration Statement are of the same class of securities as the 3,150,000 shares of Common Stock registered for issuance under the 2021 Omnibus Equity Incentive Plan pursuant to the currently effective Registration Statement on Form S-8 (Registration No. 333-256978) filed on June 10, 2021 and the additional 2,000,000 shares of Common Stock registered for issuance under the 2021 Omnibus Equity Incentive Plan pursuant to the currently effective Registration Statement on Form S-8 (Registration No. 333-266103) filed on July 12, 2022.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 will be sent or given to participants as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act"). These documents and the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents, which have been filed by the Company with the Securities and Exchange Commission (the "SEC"), are hereby incorporated by reference in this Registration Statement:

- [The Company's Annual Report on Form 10-K for the year ended December 31, 2023 filed with the SEC on February 29, 2024;](#)
- The Company's Current Report on Form 8-K (only with respect to Item 7.01) filed with the SEC on [February 29, 2024](#); and
- [The description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934 \(Incorporated by reference to Exhibit 4.16 to Form 10-K filed on February 27, 2020\)](#)

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement. Copies of these documents are not required to be filed with this Registration Statement, and nothing in this Registration Statement shall be deemed to incorporate information furnished but not filed with the SEC.

Item 6. Indemnification of Directors and Officers.

Section 145(a) of the Delaware General Corporation Law (“DGCL”) provides, in general, that a corporation may indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), because he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 145(b) of the DGCL provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor because the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made with respect to any claim, issue or matter as to which he or she shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, he or she is fairly and reasonably entitled to indemnity for such expenses that the Court of Chancery or other adjudicating court shall deem proper.

Section 145(g) of the DGCL provides, in general, that a corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify the person against such liability under Section 145 of the DGCL.

Additionally, our Amended and Restated Certificate of Incorporation, as amended, eliminates our directors’ liability to the fullest extent permitted under the DGCL. The DGCL provides that directors of a corporation will not be personally liable for monetary damages for breach of their fiduciary duties as directors, except for liability:

- for any transaction from which the director derives an improper personal benefit;
- for any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- for any unlawful payment of dividends or redemption of shares; or
- for any breach of a director’s duty of loyalty to the corporation or its stockholders.

If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of the Company’s directors will be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

In addition, we have entered into separate indemnification agreements with our directors and officers. These agreements, among other things, require us to indemnify our directors and officers for certain expenses, including attorneys’ fees, judgments, fines, and settlement amounts incurred by a director or officer in any action or proceeding arising out of their services as one of our directors or officers or any other company or enterprise to which the person provides services at our request.

We maintain a directors’ and officers’ insurance policy pursuant to which our directors and officers are insured against liability for actions taken in their capacities as directors and officers.

Item 8. Exhibits

For a list of exhibits, see the Exhibit Index in this Registration Statement, which is incorporated into this Item by reference.

Item 9. Undertakings

(a) The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed the value we registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of a prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; provided, however, that paragraphs (1)(i) and (1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement;
 - (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
 - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

EXHIBIT INDEX

Exhibit Number	Description
3.1	<u>Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Company's Form filed on November 25, 2011).</u>
3.2	<u>Certificate of Amendment of Amended and Restated Certificate of Incorporation (incorporated by reference to Appendix A to the Company's Proxy Statement on Schedule 14A filed on March 20, 2012).</u>
3.3	<u>By-Laws (incorporated by reference to Exhibit 3.2 to the Company's Form 10-12G filed on November 25, 2011).</u>
5.1*	<u>Opinion of Sheppard Mullin Richter & Hampton LLP</u>
23.1*	<u>Consent of Sheppard Mullin Richter & Hampton LLP (included in Exhibit 5.1)</u>
23.2*	<u>Consent of BDO USA, P.C.</u>
24.1**	<u>Power of Attorney (contained on signature page)</u>
99.1*	<u>Employee Stock Option Agreement dated July 12, 2021 by and between Cardiff Oncology, Inc. and James Levine</u>
99.2*	<u>Employee Stock Option Agreement dated December 2, 2021 by and between Cardiff Oncology, Inc. and Charles Monahan</u>
99.3*	<u>Employee Stock Option Agreement dated December 2, 2021 by and between Cardiff Oncology, Inc. and Nancy Sherman</u>
99.4*	<u>Employee Stock Option Agreement dated January 10, 2022 by and between Cardiff Oncology, Inc. and Tod Smeal</u>
99.5*	<u>Employee Stock Option Agreement dated January 31, 2022 by and between Cardiff Oncology, Inc. and Robert Milford</u>
99.6*	<u>Employee Stock Option Agreement dated January 30, 2023 by and between Cardiff Oncology, Inc. and Fairouz Kabbani</u>
99.7*	<u>Employee Stock Option Agreement dated June 20, 2023 by and between Cardiff Oncology, Inc. and Shumet Hailu</u>
99.8*	<u>Employee Stock Option Agreement dated July 24, 2023 by and between Cardiff Oncology, Inc. and Rananand Arun Subramanian</u>
107*	<u>Filing Fee Table</u>

* Filed herewith.

Calculation of Filing Fee Tables

FORM S-8
(Form Type)

CARDIFF ONCOLOGY, INC.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered and Carry Forward Securities

Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered (1)	Proposed Maximum Offering Price Per Share(2)	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, par value \$0.0001 per share	457(h)	1,435,256	\$4.55	\$6,530,414.80	0.00014760	\$963.89
Total Offering Amounts							\$963.89
Total Fees Previously Paid							—
Total Fee Offsets							—
Net Fee Due							\$963.89

- (1) Pursuant to Rule 416 under the Securities Act of 1933 (the “Securities Act”), the securities being registered hereunder also include such indeterminate number of additional shares of common stock as may from time to time be issued after the date hereof as a result of stock splits, stock dividends, recapitalizations or similar transactions.
- (2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(h) of the Securities Act, based on the based on the weighted average exercise price of \$4.55 per share.

March 27, 2024

Cardiff Oncology, Inc.
11055 Flintkote Avenue
San Diego, CA 92121

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Cardiff Oncology, Inc., a Delaware corporation (the “Company”), in connection with the Company’s filing on the date hereof with the Securities and Exchange Commission of a Registration Statement on Form S-8 (the “Registration Statement”) under the Securities Act of 1933, as amended (the “Securities Act”). The Registration Statement relates to the registration of 1,435,256 shares (the “Inducement Shares”) of the Company’s common stock, \$0.0001 par value (the “Common Stock”) issuable upon the vesting and exercise of stock options granted as inducement awards by the Company to employees in accordance with Nasdaq Listing Rule 5635(c)(4).

In connection with rendering this opinion, we have examined or are familiar with the Amended and Restated Certificate of Incorporation of the Company, the By-Laws of the Company, the corporate proceedings with respect to the authorization of the Registration Statement, and such other certificates, instruments and documents as we have considered necessary or appropriate for purposes of this opinion and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinion hereinafter set forth. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, conformity to the original documents of all documents submitted to us as copies and the authenticity of the originals of such latter documents. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon certificates or comparable documents of officers and representatives of the Company.

Based upon such examination and review, we are of the opinion that the Inducement Shares will, upon issuance and delivery in accordance with the terms of their respective inducement awards, be legally issued, fully paid and nonassessable outstanding shares of Common Stock.

The opinion expressed herein is limited to the corporate laws of the State of Delaware (including the statutory provisions, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the foregoing) and we express no opinion as to the effect on the matters covered by this letter of the laws of any other jurisdiction. We assume no obligation to advise you of facts or circumstances that come to our attention or changes in law that occur which could affect the opinions contained herein.

We hereby consent to the filing of a copy of this opinion letter as an exhibit to the Registration Statement. In giving this consent, we do not admit that this Firm is in the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

By: /s/ Sheppard Mullin, Richter & Hampton
LLP
Sheppard, Mullin, Richter & Hampton
LLP

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in this Registration Statement of our report dated February 29, 2024, relating to the financial statements of Cardiff Oncology, Inc. (the "Company") appearing in the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

/s/ BDO USA, P.C.

San Diego, California
March 27, 2024

CARDIFF ONCOLOGY, INC.

**STOCK OPTION GRANT AGREEMENT
FOR NONSTATUTORY STOCK OPTIONS**

Cardiff Oncology, Inc., a Delaware corporation (the “Company”) does hereby grant to **James Levine** (the “Optionee”), an option (the “Option”) that is NOT intended to qualify as an incentive stock option pursuant to Section 422(b) of the Internal Revenue Code, to purchase shares of the Company’s common stock (“Stock”) in the number and subject to terms and conditions of this Stock Option Grant Agreement (the “Grant Agreement”). The following are the general terms of the Option for shares of Stock (“Option Shares”) granted to Optionee by this Grant Agreement. Capitalized terms not defined herein shall have the meanings assigned to them in the Employment Agreement dated as of July 12, 2021 by and between the Optionee and the Company.

The grant date of the Option (“Grant Date”) is **July 12, 2021**

The number of Option Shares granted to Optionee is **390,000** shares of Stock.

The exercise price (“Exercise Price”) at which Optionee can purchase Option Shares is **\$6.55** per share.

This Option is not immediately exercisable.

The first day that Option Shares commence to vest is **July 12, 2021** (“Vesting Commencement Date”).

Option Shares shall vest in accordance with the following schedule (“Vesting Schedule”):

97,500 of the Options vest on July 12, 2022 and 8,125 vest monthly for 36 months beginning on August 12, 2022 through July 12, 2025, provided the Optionee on the vesting date continues to provide services to the Company or an Affiliate.

The Option shall expire, and be of no further force or effect, on the tenth anniversary of the Grant Date; provided, however, the Option shall expire within (i) ninety (90) days of termination of service in the event Optionee’s service with the Company or its Affiliates is terminated for any reason other than for Cause or because of Disability or death or (ii) six (6) months following the date of Optionee’s termination of employment with the Company or its Affiliates due to the Optionee’s death or Disability.

The entire Option (vested or unvested) held by the Optionee immediately prior to the termination of Optionee’s employment shall immediately terminate upon such termination of employment if such termination of employment was for Cause.

This option may be exercised by delivering to the Secretary of the Company (i) a written Notice of Intention to Exercise in the form attached hereto as Exhibit A signed by the Optionee and specifying the number of Optioned Shares he desires to purchase, (ii) payment in full of the exercise price for all such Optioned Shares in cash, certified check or surrender of shares of Common Stock of the Company having a value equal to the exercise price of the Optioned Shares as to which Optionee is exercising this Option,

provided that such surrendered shares, if previously acquired by exercise of a Company stock option, have been held by Optionee at least six months prior to their surrender. As a holder of an option, Optionee shall have the rights of a shareholder with respect to the Optioned Shares only after they shall have been issued to Optionee upon the exercise of this option. Subject to the terms and provisions of this Agreement, the Company shall use its best efforts to cause the Optioned Shares to be issued as promptly as practicable after receipt of the Notice of Intention to Exercise.

This Option shall not be transferable and may be exercised during Optionee's lifetime only by Optionee. Any purported transfer or assignment of this option shall be void and of no effect, and shall give the Company the right to terminate this option as of the date of such purported transfer or assignment. No transfer of an option by Optionee by will or by the laws of descent and distribution shall be effective unless the Company have been furnished with written notice thereof, and such other evidence as the Board of Directors may deem necessary to establish the validity of the transfer and conditions of the option, and to establish compliance with any laws or regulations pertaining thereto

The Optionee hereby accepts this Option subject to all of the terms and provisions thereof. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board of Directors upon any questions arising under the Option.

OPTIONEE

CARDIFF ONCOLOGY, INC.

/s/ James Levine

/s/ Mark Erlander

Executed (Date)

Mark Erlander, CEO

CARDIFF ONCOLOGY, INC.

**STOCK OPTION GRANT AGREEMENT
FOR NONSTATUTORY STOCK OPTIONS**

Cardiff Oncology, Inc., a Delaware corporation (the “Company”) does hereby grant to **Chuck Monahan** (the “Optionee”), an option (the “Option”) that is NOT intended to qualify as an incentive stock option pursuant to Section 422(b) of the Internal Revenue Code, to purchase shares of the Company’s common stock (“Stock”) in the number and subject to terms and conditions of this Stock Option Grant Agreement (the “Grant Agreement”). The following are the general terms of the Option for shares of Stock (“Option Shares”) granted to Optionee by this Grant Agreement.

The grant date of the Option (“Grant Date”) is **December 2, 2021**

The number of Option Shares granted to Optionee is **125,040** shares of Stock.

The exercise price (“Exercise Price”) at which Optionee can purchase Option Shares is **\$5.46** per share.

This Option is not immediately exercisable.

The first day that Option Shares commence to vest is **December 2, 2021** (“**Vesting Commencement Date**”).

Option Shares shall vest in accordance with the following schedule (“**Vesting Schedule**”):

31,260 of the Options vest on December 2, 2022 and 2,605 vest monthly for 36 months beginning on January 2, 2023, provided the Optionee on the vesting date continues to provide services to the Company or an Affiliate.

The Option shall expire, and be of no further force or effect, on the tenth anniversary of the Grant Date; provided, however, the Option shall expire within (i) ninety (90) days of termination of service in the event Optionee’s service with the Company or its Affiliates is terminated for any reason other than for Cause or because of Disability or death or (ii) six (6) months following the date of Optionee’s termination of employment with the Company or its Affiliates due to the Optionee’s death or Disability.

The entire Option (vested or unvested) held by the Optionee immediately prior to the termination of Optionee’s employment shall immediately terminate upon such termination of employment if such termination of employment was for Cause.

This option may be exercised by delivering to the Secretary of the Company (i) a written Notice of Intention to Exercise in the form attached hereto as Exhibit A signed by the Optionee and specifying the number of Optioned Shares he desires to purchase, (ii) payment in full of the exercise price for all such Optioned Shares in cash, certified check or surrender of shares of Common Stock of the Company having a value equal to the exercise price of the Optioned Shares as to which Optionee is exercising this Option, provided that such surrendered shares, if previously acquired by exercise of a Company stock option, have been held by Optionee at least six months prior to their surrender. As a

holder of an option, Optionee shall have the rights of a shareholder with respect to the Optioned Shares only after they shall have been issued to Optionee upon the exercise of this option. Subject to the terms and provisions of this Agreement, the Company shall use its best efforts to cause the Optioned Shares to be issued as promptly as practicable after receipt of the Notice of Intention to Exercise.

This Option shall not be transferable and may be exercised during Optionee's lifetime only by Optionee. Any purported transfer or assignment of this option shall be void and of no effect, and shall give the Company the right to terminate this option as of the date of such purported transfer or assignment. No transfer of an option by Optionee by will or by the laws of descent and distribution shall be effective unless the Company have been furnished with written notice thereof, and such other evidence as the Board of Directors may deem necessary to establish the validity of the transfer and conditions of the option, and to establish compliance with any laws or regulations pertaining thereto

The Optionee hereby accepts this Option subject to all of the terms and provisions thereof. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board of Directors upon any questions arising under the Option.

OPTIONEE

CARDIFF ONCOLOGY, INC.

/s/ Chuck Monahan

/s/ Mark Erlander

Executed (Date)

Mark Erlander, CEO

CARDIFF ONCOLOGY, INC.

**STOCK OPTION GRANT AGREEMENT
FOR NONSTATUTORY STOCK OPTIONS**

Cardiff Oncology, Inc., a Delaware corporation (the "Company") does hereby grant to **Nancy Sherman** (the "Optionee"), an option (the "Option") that is NOT intended to qualify as an incentive stock option pursuant to Section 422(b) of the Internal Revenue Code, to purchase shares of the Company's common stock ("Stock") in the number and subject to terms and conditions of this Stock Option Grant Agreement (the "Grant Agreement"). The following are the general terms of the Option for shares of Stock ("Option Shares") granted to Optionee by this Grant Agreement.

The grant date of the Option ("Grant Date") is **December 2, 2021**

The number of Option Shares granted to Optionee is **75,072** shares of Stock.

The exercise price ("Exercise Price") at which Optionee can purchase Option Shares is **\$5.46** per share.

This Option is not immediately exercisable.

The first day that Option Shares commence to vest is **December 2, 2021** ("**Vesting Commencement Date**").

Option Shares shall vest in accordance with the following schedule ("**Vesting Schedule**"):

18,768 of the Options vest on December 2, 2022 and 1,564 vest monthly for 36 months beginning on January 2, 2023, provided the Optionee on the vesting date continues to provide services to the Company or an Affiliate.

The Option shall expire, and be of no further force or effect, on the tenth anniversary of the Grant Date; provided, however, the Option shall expire within (i) ninety (90) days of termination of service in the event Optionee's service with the Company or its Affiliates is terminated for any reason other than for Cause or because of Disability or death or (ii) six (6) months following the date of Optionee's termination of employment with the Company or its Affiliates due to the Optionee's death or Disability.

The entire Option (vested or unvested) held by the Optionee immediately prior to the termination of Optionee's employment shall immediately terminate upon such termination of employment if such termination of employment was for Cause.

This option may be exercised by delivering to the Secretary of the Company (i) a written Notice of Intention to Exercise in the form attached hereto as Exhibit A signed by the Optionee and specifying the number of Optioned Shares he desires to purchase, (ii) payment in full of the exercise price for all such Optioned Shares in cash, certified check or surrender of shares of Common Stock of the Company having a value equal to the exercise price of the Optioned Shares as to which Optionee is exercising this Option, provided that such surrendered shares, if previously acquired by exercise of a Company stock option, have been held by Optionee at least six months prior to their surrender. As a

holder of an option, Optionee shall have the rights of a shareholder with respect to the Optioned Shares only after they shall have been issued to Optionee upon the exercise of this option. Subject to the terms and provisions of this Agreement, the Company shall use its best efforts to cause the Optioned Shares to be issued as promptly as practicable after receipt of the Notice of Intention to Exercise.

This Option shall not be transferable and may be exercised during Optionee's lifetime only by Optionee. Any purported transfer or assignment of this option shall be void and of no effect, and shall give the Company the right to terminate this option as of the date of such purported transfer or assignment. No transfer of an option by Optionee by will or by the laws of descent and distribution shall be effective unless the Company have been furnished with written notice thereof, and such other evidence as the Board of Directors may deem necessary to establish the validity of the transfer and conditions of the option, and to establish compliance with any laws or regulations pertaining thereto

The Optionee hereby accepts this Option subject to all of the terms and provisions thereof. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board of Directors upon any questions arising under the Option.

OPTIONEE

CARDIFF ONCOLOGY, INC.

/s/ Nancy Sherman

/s/ Mark Erlander

Executed (Date)

Mark Erlander, CEO

CARDIFF ONCOLOGY, INC.

**STOCK OPTION GRANT AGREEMENT
FOR NONSTATUTORY STOCK OPTIONS**

Cardiff Oncology, Inc., a Delaware corporation (the “Company”) does hereby grant to **Tod Smeal** (the “Optionee”), an option (the “Option”) that is NOT intended to qualify as an incentive stock option pursuant to Section 422(b) of the Internal Revenue Code, to purchase shares of the Company’s common stock (“Stock”) in the number and subject to terms and conditions of this Stock Option Grant Agreement (the “Grant Agreement”). The following are the general terms of the Option for shares of Stock (“Option Shares”) granted to Optionee by this Grant Agreement.

The grant date of the Option (“Grant Date”) is **January 10, 2022**

The number of Option Shares granted to Optionee is **275,088** shares of Stock.

The exercise price (“Exercise Price”) at which Optionee can purchase Option Shares is **\$6.58** per share.

This Option is not immediately exercisable.

The first day that Option Shares commence to vest is **January 10, 2022** (“Vesting Commencement Date”).

Option Shares shall vest in accordance with the following schedule (“Vesting Schedule”):

68,772 of the Options vest on January 10, 2023 and 5,731 vest monthly for 36 months beginning on February 10, 2023, provided the Optionee on the vesting date continues to provide services to the Company or an Affiliate.

The Option shall expire, and be of no further force or effect, on the tenth anniversary of the Grant Date; provided, however, the Option shall expire within (i) ninety (90) days of termination of service in the event Optionee’s service with the Company or its Affiliates is terminated for any reason other than for Cause or because of Disability or death or (ii) six (6) months following the date of Optionee’s termination of employment with the Company or its Affiliates due to the Optionee’s death or Disability.

The entire Option (vested or unvested) held by the Optionee immediately prior to the termination of Optionee’s employment shall immediately terminate upon such termination of employment if such termination of employment was for Cause.

This option may be exercised by delivering to the Secretary of the Company (i) a written Notice of Intention to Exercise in the form attached hereto as Exhibit A signed by the Optionee and specifying the number of Optioned Shares he desires to purchase, (ii) payment in full of the exercise price for all such Optioned Shares in cash, certified check or surrender of shares of Common Stock of the Company having a value equal to the exercise price of the Optioned Shares as to which Optionee is exercising this Option, provided that such surrendered shares, if previously acquired by exercise of a Company stock option, have been held by Optionee at least six months prior to their surrender. As a

holder of an option, Optionee shall have the rights of a shareholder with respect to the Optioned Shares only after they shall have been issued to Optionee upon the exercise of this option. Subject to the terms and provisions of this Agreement, the Company shall use its best efforts to cause the Optioned Shares to be issued as promptly as practicable after receipt of the Notice of Intention to Exercise.

This Option shall not be transferable and may be exercised during Optionee's lifetime only by Optionee. Any purported transfer or assignment of this option shall be void and of no effect, and shall give the Company the right to terminate this option as of the date of such purported transfer or assignment. No transfer of an option by Optionee by will or by the laws of descent and distribution shall be effective unless the Company have been furnished with written notice thereof, and such other evidence as the Board of Directors may deem necessary to establish the validity of the transfer and conditions of the option, and to establish compliance with any laws or regulations pertaining thereto

The Optionee hereby accepts this Option subject to all of the terms and provisions thereof. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board of Directors upon any questions arising under the Option.

OPTIONEE

CARDIFF ONCOLOGY, INC.

/s/ Tod Smeal

/s/ Mark Erlander

Executed (Date)

Mark Erlander, CEO

CARDIFF ONCOLOGY, INC.

**STOCK OPTION GRANT AGREEMENT
FOR NONSTATUTORY STOCK OPTIONS**

Cardiff Oncology, Inc., a Delaware corporation (the “Company”) does hereby grant to **Robert Milford** (the “Optionee”), an option (the “Option”) that is NOT intended to qualify as an incentive stock option pursuant to Section 422(b) of the Internal Revenue Code, to purchase shares of the Company’s common stock (“Stock”) in the number and subject to terms and conditions of this Stock Option Grant Agreement (the “Grant Agreement”). The following are the general terms of the Option for shares of Stock (“Option Shares”) granted to Optionee by this Grant Agreement.

The grant date of the Option (“Grant Date”) is **January 31, 2022**

The number of Option Shares granted to Optionee is **55,008** shares of Stock.

The exercise price (“Exercise Price”) at which Optionee can purchase Option Shares is **\$3.38** per share.

This Option is not immediately exercisable.

The first day that Option Shares commence to vest is **January 31, 2022** (“Vesting Commencement Date”).

Option Shares shall vest in accordance with the following schedule (“Vesting Schedule”):

13,752 of the Options vest on January 31, 2023 and 1,146 vest monthly for 36 months beginning on February 28, 2023, provided the Optionee on the vesting date continues to provide services to the Company or an Affiliate.

The Option shall expire, and be of no further force or effect, on the tenth anniversary of the Grant Date; provided, however, the Option shall expire within (i) ninety (90) days of termination of service in the event Optionee’s service with the Company or its Affiliates is terminated for any reason other than for Cause or because of Disability or death or (ii) six (6) months following the date of Optionee’s termination of employment with the Company or its Affiliates due to the Optionee’s death or Disability.

The entire Option (vested or unvested) held by the Optionee immediately prior to the termination of Optionee’s employment shall immediately terminate upon such termination of employment if such termination of employment was for Cause.

This option may be exercised by delivering to the Secretary of the Company (i) a written Notice of Intention to Exercise in the form attached hereto as Exhibit A signed by the Optionee and specifying the number of Optioned Shares he desires to purchase, (ii) payment in full of the exercise price for all such Optioned Shares in cash, certified check or surrender of shares of Common Stock of the Company having a value equal to the exercise price of the Optioned Shares as to which Optionee is exercising this Option, provided that such surrendered shares, if previously acquired by exercise of a Company stock option, have been held by Optionee at least six months prior to their surrender. As a

holder of an option, Optionee shall have the rights of a shareholder with respect to the Optioned Shares only after they shall have been issued to Optionee upon the exercise of this option. Subject to the terms and provisions of this Agreement, the Company shall use its best efforts to cause the Optioned Shares to be issued as promptly as practicable after receipt of the Notice of Intention to Exercise.

This Option shall not be transferable and may be exercised during Optionee's lifetime only by Optionee. Any purported transfer or assignment of this option shall be void and of no effect, and shall give the Company the right to terminate this option as of the date of such purported transfer or assignment. No transfer of an option by Optionee by will or by the laws of descent and distribution shall be effective unless the Company have been furnished with written notice thereof, and such other evidence as the Board of Directors may deem necessary to establish the validity of the transfer and conditions of the option, and to establish compliance with any laws or regulations pertaining thereto

The Optionee hereby accepts this Option subject to all of the terms and provisions thereof. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board of Directors upon any questions arising under the Option.

OPTIONEE

CARDIFF ONCOLOGY, INC.

/s/ Robert Milford

/s/ Mark Erlander

Executed (Date)

Mark Erlander, CEO

CARDIFF ONCOLOGY, INC.

**STOCK OPTION GRANT AGREEMENT
FOR NONSTATUTORY STOCK OPTIONS**

Cardiff Oncology, Inc., a Delaware corporation (the “Company”) does hereby grant to **Fairooz Kabbinavar** (the “Optionee”), an option (the “Option”) that is NOT intended to qualify as an incentive stock option pursuant to Section 422(b) of the Internal Revenue Code, to purchase shares of the Company’s common stock (“Stock”) in the number and subject to terms and conditions of this Stock Option Grant Agreement (the “Grant Agreement”). The following are the general terms of the Option for shares of Stock (“Option Shares”) granted to Optionee by this Grant Agreement.

The grant date of the Option (“Grant Date”) is **January 30, 2023**

The number of Option Shares granted to Optionee is **425,000** shares of Stock.

The exercise price (“Exercise Price”) at which Optionee can purchase Option Shares is **\$1.75** per share.

This Option is not immediately exercisable.

The first day that Option Shares commence to vest is **January 30, 2023** (“Vesting Commencement Date”).

Option Shares shall vest in accordance with the following schedule (“Vesting Schedule”):

106,250 of the Options vest on January 30, 2024 and 8,854 vest monthly for 36 months beginning on February 29, 2024, provided the Optionee on the vesting date continues to provide services to the Company or an Affiliate.

The Option shall expire, and be of no further force or effect, on the tenth anniversary of the Grant Date; provided, however, the Option shall expire within (i) ninety (90) days of termination of service in the event Optionee’s service with the Company or its Affiliates is terminated for any reason other than for Cause or because of Disability or death or (ii) six (6) months following the date of Optionee’s termination of employment with the Company or its Affiliates due to the Optionee’s death or Disability.

The entire Option (vested or unvested) held by the Optionee immediately prior to the termination of Optionee’s employment shall immediately terminate upon such termination of employment if such termination of employment was for Cause.

This option may be exercised by delivering to the Secretary of the Company (i) a written Notice of Intention to Exercise in the form attached hereto as Exhibit A signed by the Optionee and specifying the number of Optioned Shares he desires to purchase, (ii) payment in full of the exercise price for all such Optioned Shares in cash, certified check or surrender of shares of Common Stock of the Company having a value equal to the exercise price of the Optioned Shares as to which Optionee is exercising this Option, provided that such surrendered shares, if previously acquired by exercise of a Company stock option, have been held by Optionee at least six months prior to their surrender. As a

holder of an option, Optionee shall have the rights of a shareholder with respect to the Optioned Shares only after they shall have been issued to Optionee upon the exercise of this option. Subject to the terms and provisions of this Agreement, the Company shall use its best efforts to cause the Optioned Shares to be issued as promptly as practicable after receipt of the Notice of Intention to Exercise.

This Option shall not be transferable and may be exercised during Optionee's lifetime only by Optionee. Any purported transfer or assignment of this option shall be void and of no effect, and shall give the Company the right to terminate this option as of the date of such purported transfer or assignment. No transfer of an option by Optionee by will or by the laws of descent and distribution shall be effective unless the Company have been furnished with written notice thereof, and such other evidence as the Board of Directors may deem necessary to establish the validity of the transfer and conditions of the option, and to establish compliance with any laws or regulations pertaining thereto

The Optionee hereby accepts this Option subject to all of the terms and provisions thereof. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board of Directors upon any questions arising under the Option.

OPTIONEE

CARDIFF ONCOLOGY, INC.

/s/ Fairouz Kabbinavar

/s/ Mark Erlander

Executed (Date)

Mark Erlander, CEO

CARDIFF ONCOLOGY, INC.

**STOCK OPTION GRANT AGREEMENT
FOR NONSTATUTORY STOCK OPTIONS**

Cardiff Oncology, Inc., a Delaware corporation (the “Company”) does hereby grant to **Shumet Hailu** (the “Optionee”), an option (the “Option”) that is NOT intended to qualify as an incentive stock option pursuant to Section 422(b) of the Internal Revenue Code, to purchase shares of the Company’s common stock (“Stock”) in the number and subject to terms and conditions of this Stock Option Grant Agreement (the “Grant Agreement”). The following are the general terms of the Option for shares of Stock (“Option Shares”) granted to Optionee by this Grant Agreement.

The grant date of the Option (“Grant Date”) is **June 20, 2023**

The number of Option Shares granted to Optionee is **40,032** shares of Stock.

The exercise price (“Exercise Price”) at which Optionee can purchase Option Shares is **\$1.56** per share.

This Option is not immediately exercisable.

The first day that Option Shares commence to vest is **June 20, 2023** (“Vesting Commencement Date”).

Option Shares shall vest in accordance with the following schedule (“Vesting Schedule”):

10,008 of the Options vest on June 20, 2024 and 834 vest monthly for 36 months beginning on July 20, 2024, provided the Optionee on the vesting date continues to provide services to the Company or an Affiliate.

The Option shall expire, and be of no further force or effect, on the tenth anniversary of the Grant Date; provided, however, the Option shall expire within (i) ninety (90) days of termination of service in the event Optionee’s service with the Company or its Affiliates is terminated for any reason other than for Cause or because of Disability or death or (ii) six (6) months following the date of Optionee’s termination of employment with the Company or its Affiliates due to the Optionee’s death or Disability.

The entire Option (vested or unvested) held by the Optionee immediately prior to the termination of Optionee’s employment shall immediately terminate upon such termination of employment if such termination of employment was for Cause.

This option may be exercised by delivering to the Secretary of the Company (i) a written Notice of Intention to Exercise in the form attached hereto as Exhibit A signed by the Optionee and specifying the number of Optioned Shares he desires to purchase, (ii) payment in full of the exercise price for all such Optioned Shares in cash, certified check or surrender of shares of Common Stock of the Company having a value equal to the exercise price of the Optioned Shares as to which Optionee is exercising this Option, provided that such surrendered shares, if previously acquired by exercise of a Company stock option, have been held by Optionee at least six months prior to their surrender. As a

holder of an option, Optionee shall have the rights of a shareholder with respect to the Optioned Shares only after they shall have been issued to Optionee upon the exercise of this option. Subject to the terms and provisions of this Agreement, the Company shall use its best efforts to cause the Optioned Shares to be issued as promptly as practicable after receipt of the Notice of Intention to Exercise.

This Option shall not be transferable and may be exercised during Optionee's lifetime only by Optionee. Any purported transfer or assignment of this option shall be void and of no effect, and shall give the Company the right to terminate this option as of the date of such purported transfer or assignment. No transfer of an option by Optionee by will or by the laws of descent and distribution shall be effective unless the Company have been furnished with written notice thereof, and such other evidence as the Board of Directors may deem necessary to establish the validity of the transfer and conditions of the option, and to establish compliance with any laws or regulations pertaining thereto

The Optionee hereby accepts this Option subject to all of the terms and provisions thereof. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board of Directors upon any questions arising under the Option.

OPTIONEE

CARDIFF ONCOLOGY, INC.

/s/ Shumet Hailu

/s/ Mark Erlander

Executed (Date)

Mark Erlander, CEO

CARDIFF ONCOLOGY, INC.

**STOCK OPTION GRANT AGREEMENT
FOR NONSTATUTORY STOCK OPTIONS**

Cardiff Oncology, Inc., a Delaware corporation (the "Company") does hereby grant to **Rananand Arun Subramanian** (the "Optionee"), an option (the "Option") that is NOT intended to qualify as an incentive stock option pursuant to Section 422(b) of the Internal Revenue Code, to purchase shares of the Company's common stock ("Stock") in the number and subject to terms and conditions of this Stock Option Grant Agreement (the "Grant Agreement"). The following are the general terms of the Option for shares of Stock ("Option Shares") granted to Optionee by this Grant Agreement.

The grant date of the Option ("Grant Date") is **July 24, 2023**

The number of Option Shares granted to Optionee is **50,016** shares of Stock.

The exercise price ("Exercise Price") at which Optionee can purchase Option Shares is **\$1.49** per share.

This Option is not immediately exercisable.

The first day that Option Shares commence to vest is **July 24, 2023** ("Vesting Commencement Date").

Option Shares shall vest in accordance with the following schedule ("Vesting Schedule"):

12,504 of the Options vest on July 24, 2024 and 1,042 vest monthly for 36 months beginning on August 24, 2024, provided the Optionee on the vesting date continues to provide services to the Company or an Affiliate.

The Option shall expire, and be of no further force or effect, on the tenth anniversary of the Grant Date; provided, however, the Option shall expire within (i) ninety (90) days of termination of service in the event Optionee's service with the Company or its Affiliates is terminated for any reason other than for Cause or because of Disability or death or (ii) six (6) months following the date of Optionee's termination of employment with the Company or its Affiliates due to the Optionee's death or Disability.

The entire Option (vested or unvested) held by the Optionee immediately prior to the termination of Optionee's employment shall immediately terminate upon such termination of employment if such termination of employment was for Cause.

This option may be exercised by delivering to the Secretary of the Company (i) a written Notice of Intention to Exercise in the form attached hereto as Exhibit A signed by the Optionee and specifying the number of Optioned Shares he desires to purchase, (ii) payment in full of the exercise price for all such Optioned Shares in cash, certified check or surrender of shares of Common Stock of the Company having a value equal to the exercise price of the Optioned Shares as to which Optionee is exercising this Option, provided that such surrendered shares, if previously acquired by exercise of a Company stock option, have been held by Optionee at least six months prior to their surrender. As a

holder of an option, Optionee shall have the rights of a shareholder with respect to the Optioned Shares only after they shall have been issued to Optionee upon the exercise of this option. Subject to the terms and provisions of this Agreement, the Company shall use its best efforts to cause the Optioned Shares to be issued as promptly as practicable after receipt of the Notice of Intention to Exercise.

This Option shall not be transferable and may be exercised during Optionee's lifetime only by Optionee. Any purported transfer or assignment of this option shall be void and of no effect, and shall give the Company the right to terminate this option as of the date of such purported transfer or assignment. No transfer of an option by Optionee by will or by the laws of descent and distribution shall be effective unless the Company have been furnished with written notice thereof, and such other evidence as the Board of Directors may deem necessary to establish the validity of the transfer and conditions of the option, and to establish compliance with any laws or regulations pertaining thereto

The Optionee hereby accepts this Option subject to all of the terms and provisions thereof. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board of Directors upon any questions arising under the Option.

OPTIONEE

CARDIFF ONCOLOGY, INC.

/s/ Rananand Arun Subramanian

/s/ Mark Erlander

Executed (Date)

Mark Erlander, CEO