

**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
2021 Omnibus Equity Incentive Plan**
(Full title of the plan)

**Mani Mohindru
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. ☐

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EXPLANATORY NOTE

This Registration Statement is being filed for the purpose of registering an aggregate of 3,886,650 shares of the Registrant's Common Stock which includes (i) 886,650 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) and (ii) additional 3,000,000 shares of Common Stock that were reserved for issuance under the 2021 Omnibus Incentive Plan. The Registrant previously filed with the Securities and Exchange Commission (the "Commission") registration statements on Form S-8 on June 10, 2021 (Registration No. 333-256978), July 12, 2022 (Registration No. 333-266103), July 1, 2024 (Registration No. 333-280623), and August 28, 2025 (Registration No. 333-289921) registering shares of Common Stock issuable under the 2021 Omnibus Incentive Plan (each, a "Prior Registration Statement," and together, the "Prior Registration Statements"). This Registration Statement relates to securities of the same class as those to which the Prior Registration Statements relate and is submitted in accordance with General Instruction E of Form S-8 regarding Registration of Additional Securities. Pursuant to General Instruction E of Form S-8, the contents of the Prior Registration Statements are incorporated herein by reference and made part of this Registration Statement, except for Items 3 and 8, which are being updated by this Registration Statement.

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:

- our Annual Report on Form 10-K for the year ended December 31, 2025 filed with the SEC on [February 24, 2026](#);
- our Quarterly Report on Form 10-Q for the quarter ended March 31, 2026 filed with the SEC on [May 14, 2026](#);
- our Current Reports on Form 8-K filed with the SEC on [January 27, 2026](#), [April 2, 2026](#), [April 9, 2026](#), [May 19, 2026](#), [May 29, 2026](#), [June 11, 2026](#) and [July 16, 2026](#);
- the portions of our definitive Proxy Statement on Schedule 14A for our 2026 annual meeting of stockholders filed with the SEC on [April 23, 2026](#) that are deemed "filed" with the SEC under the Exchange Act; and
- the description of our common stock contained in our Registration Statement on Form 8-A filed with the Commission on [May 23, 2012](#), including any amendments or reports filed with the SEC for the purposes of updating such description.

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.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of San Diego, State of California, on July 21, 2026.

CARDIFF ONCOLOGY, INC.

By: /s/ Mani Mohindru
Mani Mohindru
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Mani Mohindru as his or her attorney-in-fact, with full power of substitution for him or her in any and all capacities, to sign any amendments to this Registration Statement, including any and all pre-effective and post-effective amendments and to file such amendments thereto, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorney-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ Mani Mohindru</u> Mani Mohindru	Chief Executive Officer and Director (Principal Executive Officer)	July 21, 2026
<u>/s/ Josh Muntner</u> Josh Muntner	Chief Financial Officer (Principal Financial and Accounting Officer)	July 21, 2026
<u>/s/ Rodney S. Markin</u> Rodney S. Markin	Chairman of the Board and Directors	July 21, 2026
<u>/s/ James O. Armitage</u> James O. Armitage	Director	July 21, 2026
<u>/s/ Gary. W. Pace</u> Gary W. Pace	Director	July 21, 2026
<u>/s/ Renee P. Tannenbaum</u> Renee P. Tannenbaum	Director	July 21, 2026
<u>/s/ Lâle White</u> Lâle White	Director	July 21, 2026

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 10-12G filed on November 25, 2011).</u>
3.2	<u>Certificate of Amendment of Amended and Restated Certificate of Incorporation (incorporated by reference to Appendix B to the Company's Proxy Statement on Schedule 14A filed on March 20, 2012).</u>
3.3	<u>Amended and Restated By-Laws (incorporated by reference to Exhibit 3.1 to the Company's Form 8-K filed on January 6, 2025).</u>
4.1	<u>Cardiff Oncology, Inc. 2021 Omnibus Equity Incentive Plan (incorporated by reference to Appendix A to the Company's Proxy Statement on Schedule 14A filed on April 14, 2022).</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 April 6, 2026 by and between Cardiff Oncology, Inc. and Josh Muntner</u>
99.2*	<u>Employee Stock Option Agreement dated April 27, 2026 by and between Cardiff Oncology, Inc. and Ajay Aggarwal</u>
107*	<u>Filing Fee Table</u>

* Filed herewith.



LLP 30 Rockefeller Plaza
New York, New York 10112-0015 212.653.8700 main
212.653.8701 fax

Sheppard, Mullin, Richter & Hampton

July 21, 2026

VIA ELECTRONIC MAIL ONLY

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

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

You have requested our opinion with respect to certain matters in connection with the filing by Cardiff Oncology, Inc., a Delaware corporation (the "Company"), of a Registration Statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, covering an aggregate of 3,886,650 shares (the "Shares") of the Company's common stock, par value \$0.0001 per share (the "Common Stock"), which includes (i) 886,650 shares of the Company'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 "Inducement Shares") and (ii) an additional 3,000,000 shares (the "Plan Shares" and together with the Inducement Shares, the "Shares"), which may be issued pursuant to the Company's 2021 Equity Incentive Plan, as amended (the "Plan").

This Opinion is being furnished in accordance with the requirements of Item 8 of Form S-8 and Item 601(b)(5)(i) of Regulation S-K.

In connection with this opinion, we have reviewed and relied upon the Registration Statement, the Company's Amended and Restated Certificate of Incorporation, as amended, as in effect on the date hereof, the Company's Bylaws effective as in effect on the date hereof (the "Bylaws"), the proceedings taken by the Company with respect to the authorization and adoption of the Plan, resolutions adopted by the board of directors of the Company, and such other documents, records, certificates, memoranda and other instruments as we deem necessary as a basis for this opinion. With respect to the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to original of all documents submitted to us as certified or reproduced copies. We have also assumed that the Shares will be uncertificated in accordance with Section 158 of the Delaware

General Corporation Law, and the transfer agent therefor will register the purchaser thereof as the registered owner of any uncertificated Shares on its stock transfer books and records. We have further assumed that (a) shares of the Common Stock currently reserved for issuance under the Plan will remain available for the issuance of the Shares, and (b) neither the Company's charter documents nor any of the proceedings relating to either the Plan or any of the award agreements relating to the Shares will be rescinded, amended or otherwise modified prior to the issuance of the Shares. We have also obtained from public officials and officers of the Company certificates or comparable documents as to certain factual matters and, insofar as this opinion is based on matters of fact, we have relied on such certificates and comparable documents without independent investigation. We have made such other investigations as we have deemed relevant and necessary in connection with the opinions hereinafter set forth.

On the basis of the foregoing, and in reliance thereon, we are of the opinion that the Shares, when issued and sold in the manner referred to in the Plan against proper payment and consideration thereof and pursuant to the agreements that accompany the Plan, will be legally and validly issued, fully paid and nonassessable.

We consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement. In giving such consent, we do not thereby admit that we are included 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.

We express no opinion as to matters governed by any laws other than the Delaware General Corporation Law and reported decisions of the Delaware courts interpreting such law.

This opinion letter is rendered as of the date first written above, and we disclaim any obligation to advise you of facts, circumstances, events or developments which hereafter may be brought to our attention and which may alter, affect or modify the opinion expressed herein. Our opinion is expressly limited to the matters set forth above, and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company, the Shares, the Plan, the award agreements related to the Shares or the Registration Statement.

Respectfully Submitted,

/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 24, 2026, 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, 2025. Our report contains an explanatory paragraph regarding the Company's ability to continue as a going concern.

/s/ BDO USA, P.C.
San Diego, California

July 21, 2026

CARDIFF ONCOLOGY, INC.

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

Cardiff Oncology, Inc., a Delaware corporation (the “Company”) does hereby grant to **Josh Muntner** (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 **April 6, 2026**

The number of Option Shares granted to Optionee is **486,650** shares of Stock.

The exercise price (“Exercise Price”) at which Optionee can purchase Option Shares is **\$1.58** per share.

This Option is not immediately exercisable.

The first day that Option Shares commence to vest is **April 6, 2026** (“**Vesting Commencement Date**”).

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

121,663 of the Options vest on April 6, 2027 and 10,139 vest monthly for 36 months beginning on May 6, 2027, 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

/s/ Josh Muntner
Executed (Date)

CARDIFF ONCOLOGY, INC.

By: /s/ Mani Mohindru
Mani Mohindru, CEO

SCHEDULE A

The Optionee may not exercise any of the vested Option Shares more than 90 days after the first date on which he or she ceases to provide services to the Company or a Subsidiary.

In the event of Change of Control (as defined in the Plan), all of the Option Shares will vest and become immediately exercisable.

CARDIFF ONCOLOGY, INC.

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

Cardiff Oncology, Inc., a Delaware corporation (the “Company”) does hereby grant to **Ajay Aggarwal** (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 **April 27, 2026**

The number of Option Shares granted to Optionee is **400,000** shares of Stock.

The exercise price (“Exercise Price”) at which Optionee can purchase Option Shares is **\$1.72** per share.

This Option is not immediately exercisable.

The first day that Option Shares commence to vest is **April 27, 2026** (“Vesting Commencement Date”).

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

100,000 of the Options vest on April 27, 2027 and 8,333 vest monthly for 36 months beginning on May 27, 2027, 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

/s/ Ajay Aggarwal
Executed (Date)

CARDIFF ONCOLOGY, INC.

By: /s/ Mani Mohindru
Mani Mohindru, CEO

SCHEDULE A

The Optionee may not exercise any of the vested Option Shares more than 90 days after the first date on which he or she ceases to provide services to the Company or a Subsidiary.

In the event of Change of Control (as defined in the Plan), all of the Option Shares will vest and become immediately exercisable.

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 Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, \$0.0001 par value	457(h)	886,650	\$ 1.64(2)	\$ 1,454,106	0.0001381	\$ 200.81
Equity	Common Stock, \$0.0001 par value	457(c)	3,000,000	0.90(3)	\$ 2,700,000	0.0001381	372.87
Total Offering Amounts					\$ 4,154,106		\$ 573.68
Total Fees Previously Paid							
Total Fee Offsets							
Net Fee Due							\$ 573.68

- (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 weighted average exercise price of \$1.64 per share.
- (3) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(c) of the Securities Act, based on the high and low sales prices of the Registrant's common stock as reported on the Nasdaq Capital Market on July 16, 2026, which date is within five business days prior to the filing of this Registration Statement.

