

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

**FORM 10-Q**

(Mark One)

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

For the Quarterly Period Ended September 30, 2020

OR

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

**Corvus Pharmaceuticals, Inc.**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-37719**  
(Commission  
File Number)

**46-4670809**  
(IRS Employer  
Identification Number)

**863 Mitten Road, Suite 102  
Burlingame, CA 94010**

(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: **(650) 900-4520**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, Par Value \$0.0001 per share	CRVS	Nasdaq Global Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 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 every Interactive Data File required to be submitted 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 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 any 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. (Check one)

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 October 29, 2020, 28,061,900 shares of the registrant's common stock, \$0.0001 par value per share, were outstanding.

**CORVUS PHARMACEUTICALS, INC.**

**QUARTERLY REPORT ON FORM 10-Q FOR THE QUARTER ENDED SEPTEMBER 30, 2020**

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**PART I - FINANCIAL INFORMATION****Item 1. Unaudited Condensed Financial Statements****CORVUS PHARMACEUTICALS, INC.**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(in thousands, except share and per share data)  
(unaudited)

	September 30, 2020	December 31, 2019
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 22,976	\$ 5,154
Marketable securities	28,385	72,828
Prepaid and other current assets	1,148	1,362
Total current assets	52,509	79,344
Property and equipment, net	1,048	1,462
Operating lease right-of-use asset	1,825	2,327
Other assets	480	513
Total assets	<u>\$ 55,862</u>	<u>\$ 83,646</u>
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable	\$ 2,571	\$ 2,448
Operating lease liability	1,026	878
Accrued and other liabilities	8,404	6,899
Total current liabilities	12,001	10,225
Operating lease liability	1,511	2,310
Total liabilities	<u>13,512</u>	<u>12,535</u>
Commitments and contingencies ( <i>Note 12</i> )		
Stockholders' equity:		
Preferred stock: \$0.0001 par value; 10,000,000 shares authorized at September 30, 2020 and December 31, 2019; 0 shares issued and outstanding at September 30, 2020 and December 31, 2019	—	—
Common stock: \$0.0001 par value; 290,000,000 shares authorized at September 30, 2020 and December 31, 2019; 28,059,900 and 27,953,233 shares issued and outstanding at September 30, 2020 and December 31, 2019, respectively	3	3
Additional paid-in capital	292,822	288,224
Accumulated other comprehensive income	12	29
Accumulated deficit	(250,487)	(217,145)
Total stockholders' equity	<u>42,350</u>	<u>71,111</u>
Total liabilities and stockholders' equity	<u>\$ 55,862</u>	<u>\$ 83,646</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**CORVUS PHARMACEUTICALS, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS**  
(in thousands, except share and per share data)  
(unaudited)

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2020	2019	2020	2019
Operating expenses:				
Research and development	\$ 6,619	\$ 8,996	\$ 24,639	\$ 29,055
General and administrative	3,226	2,517	9,242	8,359
Total operating expenses	9,845	11,513	33,881	37,414
Loss from operations	(9,845)	(11,513)	(33,881)	(37,414)
Interest income and other expense, net	49	509	539	1,789
Net loss	\$ (9,796)	\$ (11,004)	\$ (33,342)	\$ (35,625)
Net loss per share, basic and diluted	\$ (0.33)	\$ (0.37)	\$ (1.13)	\$ (1.21)
Shares used to compute net loss per share, basic and diluted	29,500,318	29,389,003	29,419,431	29,331,290
Other comprehensive loss:				
Unrealized gain (loss) on marketable securities	(41)	(5)	(17)	68
Comprehensive loss	\$ (9,837)	\$ (11,009)	\$ (33,359)	\$ (35,557)

The accompanying notes are an integral part of these condensed consolidated financial statements.

**CORVUS PHARMACEUTICALS, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
(in thousands, except share data)  
(unaudited)

	Nine Months Ended September 30, 2020					
	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
<b>Balance at December 31, 2019</b>	27,953,233	\$ 3	\$ 288,224	\$ 29	\$ (217,145)	\$ 71,111
Stock-based compensation expense	—	—	1,845	—	—	1,845
Unrealized gain on marketable securities	—	—	—	14	—	14
Net loss	—	—	—	—	(12,935)	(12,935)
<b>Balance at March 31, 2020</b>	27,953,233	\$ 3	\$ 290,069	\$ 43	\$ (230,080)	\$ 60,035
Common stock issued on exercise of stock options	81,500	—	23	—	—	23
Stock-based compensation expense	—	—	1,383	—	—	1,383
Unrealized gain on marketable securities	—	—	—	10	—	10
Net loss	—	—	—	—	(10,611)	(10,611)
<b>Balance at June 30, 2020</b>	28,034,733	\$ 3	\$ 291,475	\$ 53	\$ (240,691)	\$ 50,840
Common stock issued on exercise of stock options	25,167	—	64	—	—	64
Vesting of restricted stock for early exercise of stock options	—	—	—	—	—	—
Stock-based compensation expense	—	—	1,283	—	—	1,283
Unrealized loss on marketable securities	—	—	—	(41)	—	(41)
Net loss	—	—	—	—	(9,796)	(9,796)
<b>Balance at September 30, 2020</b>	28,059,900	\$ 3	\$ 292,822	\$ 12	\$ (250,487)	\$ 42,350

	Nine Months Ended September 30, 2019					
	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
<b>Balance at December 31, 2018</b>	29,323,930	\$ 3	\$ 280,840	\$ (34)	\$ (170,473)	\$ 110,336
Common stock issued on exercise of stock options	2,970	—	1	—	—	1
Vesting of restricted stock for early exercise of stock options	—	—	5	—	—	5
Stock-based compensation expense	—	—	1,953	—	—	1,953
Unrealized gain on marketable securities	—	—	—	45	—	45
Net loss	—	—	—	—	(11,643)	(11,643)
<b>Balance at March 31, 2019</b>	29,326,900	\$ 3	\$ 282,799	\$ 11	\$ (182,116)	\$ 100,697
Common stock issued on exercise of stock options	21,500	—	5	—	—	5
Vesting of restricted stock for early exercise of stock options	—	—	4	—	—	4
Stock-based compensation expense	—	—	1,898	—	—	1,898
Unrealized gain on marketable securities	—	—	—	28	—	28
Net loss	—	—	—	—	(12,978)	(12,978)
<b>Balance at June 30, 2019</b>	29,348,400	\$ 3	\$ 284,706	\$ 39	\$ (195,094)	\$ 89,654
Common stock issued on exercise of stock options	57,000	—	16	—	—	16
Vesting of restricted stock for early exercise of stock options	—	—	3	—	—	3
Stock-based compensation expense	—	—	1,749	—	—	1,749
Unrealized loss on marketable securities	—	—	—	(5)	—	(5)
Net loss	—	—	—	—	(11,004)	(11,004)
<b>Balance at September 30, 2019</b>	29,405,400	\$ 3	\$ 286,474	\$ 34	\$ (206,098)	\$ 80,413

The accompanying notes are an integral part of these condensed consolidated financial statements.

**CORVUS PHARMACEUTICALS, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in thousands)  
(unaudited)

	Nine Months Ended September 30,	
	2020	2019
<b>Cash flows from operating activities</b>		
Net loss	\$ (33,342)	\$ (35,625)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	490	558
Accretion related to marketable securities	44	(565)
Stock-based compensation	4,511	5,600
Changes in operating assets and liabilities:		
Prepaid and other current assets	214	(419)
Operating lease right-of-use asset	502	443
Other assets	33	(50)
Accounts payable	123	(88)
Accrued and other liabilities	1,505	1,903
Operating lease liability	(651)	(568)
Net cash used in operating activities	<u>(26,571)</u>	<u>(28,811)</u>
<b>Cash flows from investing activities</b>		
Purchases of marketable securities	(35,464)	(114,873)
Sales of marketable securities	1,009	—
Maturities of marketable securities	78,837	113,553
Purchases of property and equipment	(76)	(20)
Net cash provided by investing activities	<u>44,306</u>	<u>(1,340)</u>
<b>Cash flows from financing activities</b>		
Proceeds from exercise of common stock options	87	22
Net cash provided by financing activities	<u>87</u>	<u>22</u>
Net increase (decrease) in cash and cash equivalents	17,822	(30,129)
Cash and cash equivalents at beginning of the period	5,154	39,196
Cash and cash equivalents at end of the period	<u>\$ 22,976</u>	<u>\$ 9,067</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**CORVUS PHARMACEUTICALS, INC.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (unaudited)**

**1. Organization**

Corvus Pharmaceuticals, Inc. (“Corvus” or the “Company”) was incorporated in Delaware on January 27, 2014 and commenced operations in November 2014. Corvus is a clinical-stage biopharmaceutical company. The Company’s operations are located in Burlingame, California. The Company has three insignificant subsidiaries.

***Initial Public Offering***

On March 22, 2016, the Company’s registration statement on Form S-1 (File No. 333-208850) relating to its initial public offering (“IPO”) of its common stock was declared effective by the Securities and Exchange Commission (“SEC”) and the shares of its common stock began trading on the Nasdaq Global Market on March 23, 2016. The public offering price of the shares sold in the IPO was \$15.00 per share. The IPO closed on March 29, 2016, pursuant to which the Company sold 4,700,000 shares of its common stock. On April 26, 2016, the Company sold an additional 502,618 shares of its common stock to the underwriters upon partial exercise of their over-allotment option, at the initial offering price of \$15.00 per share. The Company received aggregate net proceeds of approximately \$70.6 million, after underwriting discounts, commissions and offering expenses. Immediately prior to the consummation of the IPO, all outstanding shares of convertible preferred stock were converted into common stock.

***Follow-on Public Offering***

In March 2018, the Company completed a follow-on public offering in which the Company sold 8,117,647 shares of common stock at a price of \$8.50 per share, which included 1,058,823 shares issued pursuant to the underwriters’ exercise of their option to purchase additional shares of common stock. The aggregate net proceeds received by the Company from the offering were approximately \$64.9 million, net of underwriting discounts and commissions and offering expenses payable by the Company.

***Liquidity***

The Company is subject to risks and uncertainties common to early-stage companies in the biotechnology industry, including, but not limited to, development by competitors of new technological innovations, protection of proprietary technology, dependence on key personnel, contract manufacturer and contract research organizations, compliance with government regulations and the need to obtain additional financing to fund operations. Since commencing operations in 2014, the majority of the Company’s efforts have been focused on the research and development of ciforadenant, CPI-006 and CPI-818. The Company believes that it will continue to expend substantial resources for the foreseeable future as it continues clinical development of, seek regulatory approval for and, if approved, prepare for the commercialization of ciforadenant, CPI-006, and CPI-818, as well as product candidates under the Company’s other development programs. These expenditures will include costs associated with research and development, conducting preclinical studies and clinical trials, obtaining regulatory approvals, manufacturing and supply, sales and marketing and general operations. In addition, other unanticipated costs may arise. Because the outcome of any clinical trial and/or regulatory approval process is highly uncertain, the Company may not be able to accurately estimate the actual amounts necessary to successfully complete the development, regulatory approval process and commercialization of ciforadenant, CPI-006, CPI-818 or any other product candidates. The Company does not expect its existing capital resources to be sufficient to enable it to fund the completion of all of its ongoing or planned clinical trials and remaining development program of ciforadenant, CPI-006 or CPI-818 through commercialization. In addition, its operating plan may change as a result of many factors, including those described in the Company’s Annual Report on Form 10-K for the year ended December 31, 2019 filed on March 9, 2020.

The Company has incurred significant losses and negative cash flows from operations in all periods since inception and had an accumulated deficit of \$250.5 million as of September 30, 2020. The Company has historically financed its operations primarily through the sale of redeemable convertible preferred stock and common stock. While

the Company has been able to raise multiple rounds of financing, there can be no assurance that in the event the Company requires additional financing, such financing will be available on terms which are favorable or at all. Failure to generate sufficient cash flows from operations, raise additional capital or reduce certain discretionary spending would have a material adverse effect on the Company's ability to achieve its intended business objectives.

As of September 30, 2020, the Company had cash, cash equivalents and short-term marketable securities of \$51.4 million. Management believes that the Company's current cash, cash equivalents and short-term marketable securities will be sufficient to fund its planned operations for at least 12 months from the date of the issuance of these financial statements.

The current COVID-19 (coronavirus) pandemic, which is impacting worldwide economic activity, poses risks that the Company or its employees, contractors, suppliers, and other partners may be prevented from conducting business activities for an indefinite period of time, including due to shutdowns that may be requested or mandated by governmental authorities. The extent to which COVID-19 impacts the Company's business, including its clinical trials and financial condition, will depend on future developments, which are highly uncertain and cannot be predicted with confidence, such as the ultimate geographic spread of the disease, the duration of the pandemic, travel restrictions and social distancing in the United States and other countries, business closures or business disruptions and the effectiveness of actions taken in the United States and other countries to contain and treat the disease. As COVID-19 continues to spread around the globe, we will likely experience disruptions, including delays or difficulties in enrolling patients in our clinical trials, delays or difficulties in clinical site initiation, interruption of key clinical trial activities, delays in clinical sites receiving the supplies and materials needed to conduct our clinical trials and delays in necessary interactions with local regulatory authorities. COVID-19 may also impact the Company's ability to raise additional capital on a timely basis or at all, which could negatively impact short-term and long-term liquidity.

### ***Exchange Warrants***

On November 8, 2019, the Company entered into an exchange agreement (the "Exchange Agreement") with an Investor and its affiliates (the "Exchanging Stockholders"), pursuant to which the Company exchanged an aggregate of 1,458,000 shares of the Company's common stock, par value \$0.0001 per share, owned by the Exchanging Stockholders for pre-funded warrants (the "Exchange Warrants") to purchase an aggregate of 1,458,000 shares of common stock (subject to adjustment in the event of any stock dividends and splits, reverse stock split, recapitalization, reorganization or similar transaction, as described in the Exchange Warrants), with an exercise price of \$0.0001 per share. The Exchange Warrants will expire ten years from the date of issuance. The Exchange Warrants are exercisable at any time prior to expiration except that the Exchange Warrants cannot be exercised by the Exchanging Stockholders if, after giving effect thereto, the Exchanging Stockholders would beneficially own more than 9.99% of the Company's common stock, subject to certain exceptions. In accordance with Accounting Standards Codification Topic 505, Equity, and Accounting Research Bulletin 43, the Company recorded the retirement of the common stock exchanged as a reduction of common shares outstanding and elected to record the excess over par value as a debit to additional paid-in-capital at the fair value of the Exchange Warrants on the issuance date. The Exchange Warrants are classified as equity in accordance with Accounting Standards Codification Topic 480, Distinguishing Liabilities from Equity, and Accounting Standards Codification Topic 815, Derivatives and Hedging, and the fair value of the Exchange Warrants was recorded as a credit to additional paid-in capital and is not subject to remeasurement. The Company determined that the fair value of the Exchange Warrants is substantially similar to the fair value of the retired shares on the issuance date due to the negligible exercise price for the Exchange Warrants. As of September 30, 2020, none of the Exchange Warrants have been exercised.

## **2. Summary of Significant Accounting Policies**

### ***Basis of Presentation***

The accompanying condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The Company's functional and reporting currency is the U.S. dollar. The accompanying condensed consolidated financial statements have been prepared on a going-concern basis, which contemplates the realization of assets and discharge of liabilities in the normal



course of business. Since its inception, the Company has incurred significant losses and negative cash flows from operations. As of September 30, 2020, the Company had an accumulated deficit of \$250.5 million and cash, cash equivalents and marketable securities of \$51.4 million. The Company has financed its operations primarily with the proceeds from the sale of stock. The Company will need to raise additional capital to meet its business objectives. The Company believes that its current cash, cash equivalents and marketable securities will be sufficient to fund its planned expenditures and meet its obligations through at least the next twelve months from the issuance of these financial statements.

### ***Unaudited Interim Financial Information***

The accompanying interim condensed consolidated financial statements and related disclosures are unaudited, have been prepared on the same basis as the annual financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary for a fair statement of the results of operations for the periods presented.

The year-end condensed consolidated balance sheet data was derived from audited financial statements, but does not include all disclosures required by GAAP. The condensed consolidated results of operations for the nine months ended September 30, 2020 are not necessarily indicative of the results to be expected for the full year or for any other future year or interim period. The accompanying condensed consolidated financial statements should be read in conjunction with the audited financial statements and the related notes for the year ended December 31, 2019 included in the Company's Annual Report on Form 10-K filed with the SEC on March 9, 2020.

### ***Use of Estimates***

The preparation of the Company's condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. Actual results could differ from such estimates.

### ***Concentrations of Credit Risk and Other Risks and Uncertainties***

Substantially all of the Company's cash and cash equivalents are deposited in accounts with two financial institutions that management believes are of high credit quality. Such deposits may, at times, exceed federally insured limits. The Company maintains its cash with an accredited financial institution and accordingly, such funds are subject to minimal credit risk. The Company's marketable securities consist of investments in U.S. Treasury securities, U.S. government agency securities and corporate debt obligations, which can be subject to certain credit risks. However, the Company mitigates the risks by investing in high-grade instruments, limiting its exposure to any one issuer, and monitoring the ongoing creditworthiness of the financial institutions and issuers. The Company has not experienced any losses on its deposits of cash, cash equivalents or marketable securities.

The Company is subject to a number of risks similar to other early stage biopharmaceutical companies, including, but not limited to, the need to obtain adequate additional funding, possible failure of preclinical testing or clinical trials, its reliance on third parties to conduct its clinical trials, the need to obtain marketing approval for its product candidates, competitors developing new technological innovations, the need to successfully commercialize and gain market acceptance of the Company's product candidates, its right to develop and commercialize its product candidates pursuant to the terms and conditions of the licenses granted to the Company, and protection of proprietary technology. If the Company does not successfully commercialize or partner any of its product candidates, it will be unable to generate product revenue or achieve profitability.

### ***Segments***

Operating segments are identified as components of an enterprise about which separate discrete financial information is available for evaluation by the chief operating decision-maker in making decisions regarding resource allocation and assessing performance. The Company views its operations and manages its business in one operating segment, that of the development of and commercialization of precisely targeted oncology therapies.

**Significant Accounting Policies**

The Company's significant accounting policies are described in Note 2 to its consolidated financial statements for the year ended December 31, 2019, included in its Annual Report on Form 10-K. There have been no material changes to the Company's significant accounting policies during the nine months ended September 30, 2020.

**Recent Accounting Pronouncements**

In February 2016, the Financial Accounting Standards Board issued ASU No. 2016-02, *Leases* (Topic 842), which requires lessees to recognize leases on-balance sheet and disclose key information about leasing arrangements. Topic 842 was subsequently amended by ASU No. 2018-01, Land Easement Practical Expedient for Transition to Topic 842; ASU No. 2018-10, Codification Improvements to Topic 842, Leases; and ASU No. 2018-11, Targeted Improvements. The new standard establishes a right-of-use (ROU) model that requires a lessee to recognize an ROU asset and lease liability on the balance sheet. Leases will be classified as finance or operating, with classification affecting the pattern and classification of expense recognition in the statement of operations. The Company adopted the new standard on January 1, 2019 and has elected the 'package of practical expedients', which permit it not to reassess under the new standard its prior conclusions about lease identification, lease classification and initial direct costs. The Company did not elect the use-of-hindsight or the practical expedient pertaining to land easements; the latter is not applicable to the Company. Upon adoption of ASU 2016-02, the Company recognized an operating lease, right-of-use asset of \$2.8 million and a corresponding liability of \$3.8 million and eliminated \$1.0 million of deferred rent in the Company's condensed balance sheet. The adoption of ASU 2016-02 did not have any impact on the Company's condensed statements of operations and comprehensive loss. See also Note 11.

**3. Net Loss per Share**

The following table shows the calculation of net loss per share (in thousands, except share and per share data):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2020	2019	2020	2019
Numerator:				
Net loss - basic and diluted	\$ (9,796)	\$ (11,004)	\$ (33,342)	\$ (35,625)
Denominator:				
Weighted average common shares outstanding	29,500,318	29,394,639	29,419,431	29,350,507
Less: weighted average common shares subject to repurchase	—	(5,636)	—	(19,217)
Weighted average common shares outstanding used to compute basic and diluted net loss per share	29,500,318	29,389,003	29,419,431	29,331,290
Net loss per share, basic and diluted	\$ (0.33)	\$ (0.37)	\$ (1.13)	\$ (1.21)

Weighted average common shares outstanding for the three and nine months ended September 30, 2020 include 1,458,000 shares of common stock issuable on the conversion of pre-funded warrants described in Note 1.

The amounts in the table below were excluded from the calculation of diluted net loss per share, due to their anti-dilutive effect:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2020	2019	2020	2019
Outstanding options	5,387,868	4,091,919	5,387,868	4,091,919
Total shares of common stock equivalents	5,387,868	4,091,919	5,387,868	4,091,919

#### 4. Fair Value Measurements

Financial assets and liabilities are measured and recorded at fair value. The Company is required to disclose information on all assets and liabilities reported at fair value that enables an assessment of the inputs used in determining the reported fair values. The fair value hierarchy prioritizes valuation inputs based on the observable nature of those inputs. The fair value hierarchy applies only to the valuation inputs used in determining the reported fair value of the investments and is not a measure of the investment credit quality. The hierarchy defines three levels of valuation inputs:

- Level 1—Quoted prices in active markets for identical assets or liabilities
- Level 2—Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly
- Level 3—Unobservable inputs that reflect the Company’s own assumptions about the assumptions market participants would use in pricing the asset or liability

There have been no transfers of assets and liabilities between levels of hierarchy.

The Company’s Level 2 investments are valued using third-party pricing sources. The pricing services utilize industry standard valuation models, including both income and market-based approaches, for which all significant inputs are observable, either directly or indirectly, to estimate fair value. These inputs include reported trades of and broker/dealer quotes on the same or similar investments, issuer credit spreads, benchmark investments, prepayment/default projections based on historical data and other observable inputs.

The following tables present information as of September 30, 2020 and December 31, 2019 about the Company’s assets that are measured at fair value on a recurring basis and indicate the level of the fair value hierarchy the Company utilized to determine such fair values (in thousands):

	September 30, 2020			Total Balance
	Fair Value Measured Using			
	(Level 1)	(Level 2)	(Level 3)	
<b>Assets</b>				
Cash equivalents	\$ 22,314	\$ —	\$ —	\$ 22,314
Marketable securities	2,035	26,350	—	28,385
	<u>\$ 24,349</u>	<u>\$ 26,350</u>	<u>\$ —</u>	<u>\$ 50,699</u>
	December 31, 2019			Total Balance
	Fair Value Measured Using			
	(Level 1)	(Level 2)	(Level 3)	
<b>Assets</b>				
Cash equivalents	\$ 4,252	\$ —	\$ —	\$ 4,252
Marketable securities	7,023	65,805	—	72,828
	<u>\$ 11,275</u>	<u>\$ 65,805</u>	<u>\$ —</u>	<u>\$ 77,080</u>

As of September 30, 2020, marketable securities had a maximum remaining maturity of eleven months.

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As of September 30, 2020 and December 31, 2019, the fair value of available for sale marketable securities by type of security were as follows (in thousands):

	September 30, 2020			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
U.S. Treasury securities	\$ 2,034	\$ 1	\$ —	\$ 2,035
U.S. Government agency securities	22,085	9	(2)	22,092
Corporate debt obligations	4,254	4	—	4,258
	<u>\$ 28,373</u>	<u>\$ 14</u>	<u>\$ (2)</u>	<u>\$ 28,385</u>

	December 31, 2019			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
U.S. Treasury securities	\$ 7,019	\$ 4	\$ —	\$ 7,023
U.S. Government agency securities	17,701	16	—	17,717
Corporate debt obligations	48,079	17	(8)	48,088
	<u>\$ 72,799</u>	<u>\$ 37</u>	<u>\$ (8)</u>	<u>\$ 72,828</u>

## 5. License and Collaboration Agreements

### *Scripps Licensing Agreement*

In December 2014, the Company entered into a license agreement with The Scripps Research Institute (“Scripps”), pursuant to which it was granted a non-exclusive, world-wide license for all fields of use under Scripps’ rights in certain know-how and technology related to a mouse hybridoma clone expressing an anti-human CD73 antibody, and to progeny, mutants or unmodified derivatives of such hybridoma and any antibodies expressed by such hybridoma, from which we developed CPI-006. Scripps also granted the Company the right to grant sublicenses in conjunction with other proprietary rights the Company holds, or to others collaborating with or performing services for the Company. Under this license agreement, Scripps has agreed not to grant any additional commercial licenses with respect to such materials, other than march-in rights granted to the U.S. government.

Upon execution of the agreement, the Company made a one-time cash payment to Scripps of \$10,000 in 2015 and is also obligated to pay a minimum annual fee to Scripps of \$25,000. The one-time cash payment was recorded as research and development expense as technological feasibility of the asset had not been established and there was no alternative future use. A minimum annual fee payment is due on each anniversary of the effective date of the agreement for the term of the agreement. The Company is also required to make performance-based cash payments upon successful completion of clinical and sales milestones. The aggregate potential milestone payments are \$2.6 million. The Company is also required to pay royalties on net sales of licensed products (including CPI-006) sold by it, its affiliates and its sublicensees at a rate in the low-single digits. In addition, should the Company sublicense the rights licensed under the agreement, it has agreed to pay a percentage of sublicense revenue received at specified rates that start at double digit percentages and decrease to single digit percentages based on the elapsed time from the effective date of the agreement and the time of entry into such sublicense. To date, no milestone payments have been made.

The Company’s license agreement with Scripps will terminate upon expiration of its obligation to pay royalties to Scripps under the license agreement. The Company’s license agreement with Scripps is terminable by the consent of the parties, at will by the Company upon providing 90 days written notice to Scripps, or by Scripps for certain material breaches, or if the Company undergoes a bankruptcy event. In addition, Scripps may terminate the license on a product-by-product basis, or the entire agreement, if the Company fails to meet specified diligence obligations related to the development and commercialization of licensed products. Scripps may also terminate the agreement after the third anniversary of the effective date of the agreement if it reasonably believes, based on reports the Company provides to Scripps, that the Company has not used commercially reasonable efforts as required under the agreement, subject to a specified notice and cure period.

### ***Vernalis Licensing Agreement***

In February 2015, the Company entered into a license agreement with Vernalis (R&D) Limited (“Vernalis”), which was subsequently amended as of November 5, 2015, and, pursuant to which the Company was granted an exclusive, worldwide license under certain patent rights and know-how, including a limited right to grant sublicenses, for all fields of use to develop, manufacture and commercialize products containing certain adenosine receptor antagonists, including ciforadenant (formerly CPI-444). Pursuant to this agreement, the Company made a one-time cash payment to Vernalis in the amount of \$1.0 million, which was recorded as research and development expense as technological feasibility of the asset had not been established and there was no alternative future use. The Company is also required to make cash milestone payments to Vernalis upon the successful completion of clinical and regulatory milestones for licensed products depending on the indications for which such licensed products are developed and upon achievement of certain sales milestones. In February 2017, the Company made a milestone payment of \$3.0 million to Vernalis following the expansion of a cohort of patients with renal cell cancer treated with single agent ciforadenant in the Company’s Phase 1/1b clinical trial. The aggregate potential milestone payments are approximately \$220 million for all indications.

The Company has also agreed to pay Vernalis tiered incremental royalties based on the annual net sales of licensed products containing ciforadenant on a product-by-product and country-by-country basis, subject to certain offsets and reductions. The tiered royalty rates for products containing ciforadenant range from the mid-single digits up to the low-double digits on a country-by-country net sales basis. The royalties on other licensed products that do not include ciforadenant also increase with the amount of net sales on a product-by-product and country-by-country basis and range from the low-single digits up to the mid-single digits on a country-by-country net sales basis. The Company is also obligated to pay to Vernalis certain sales milestones as indicated above when worldwide net sales reach specified levels over an agreed upon time period.

The agreement will expire on a product-by-product and country-by-country basis upon the expiration of the Company’s payment obligations to Vernalis in respect of a particular product and country. Both parties have the right to terminate the agreement for an uncured material breach by the other party. The Company may also terminate the agreement at its convenience by providing 90 days written notice, provided that the Company has not received notice of its own default under the agreement at the time the Company exercises such termination right. Vernalis may also terminate the agreement if the Company challenges a licensed patent or undergoes a bankruptcy event.

### ***Genentech Collaboration Agreements***

In October 2015, the Company entered into a clinical trial collaboration agreement with Genentech to evaluate the safety, tolerability and preliminary efficacy of ciforadenant combined with Genentech’s investigational cancer immunotherapy, Tecentriq (atezolizumab), a fully humanized monoclonal antibody targeting protein programmed cell death ligand 1 (“PD-L1”), in a variety of solid tumors in a Phase 1/1b clinical trial. Pursuant to this agreement, the Company will be responsible for the conduct and cost of the relevant studies, under the supervision of a joint development committee made up of representatives of the Company and representatives of Genentech. Genentech will supply Tecentriq. As part of the agreement, the Company granted Genentech certain rights of first negotiation to participate in future clinical trials that the Company may conduct evaluating the administration of ciforadenant in combination with an anti-PD-1 or anti-PD-L1 antibody. If the Company and Genentech do not reach agreement on the terms of any such participation by Genentech within a specified time period, the Company retains the right to collaborate with third parties in such activities. The Company also granted Genentech certain rights of first negotiation should it decide to license development and commercialization rights to ciforadenant. Should the Company and Genentech not reach agreement on the terms of such a license within a specified time period, it retains the right to enter into a license with another third party.

The Company and Genentech each have the right to terminate the agreement for material breach by the other party. In addition, the agreement may be terminated by either party due to safety considerations, if directed by a regulatory authority or if development of ciforadenant or Tecentriq is discontinued. Further, the agreement will expire after a set period of time following the provision by the Company of the final clinical study report to Genentech.

In May 2017, the Company signed a second clinical trial collaboration agreement with Genentech. Under the second agreement, ciforadenant administered in combination with Tecentriq is being evaluated in a Phase 1b/2 randomized, controlled clinical study, known as Morpheus, as second-line therapy in patients with non-small cell lung cancer who are resistant and/or refractory to prior therapy with an anti-PD-(L)1 antibody. The patients in the Morpheus trial are currently in the follow-up phase of the trial. Genentech is responsible for the conduct of the study and the parties share the cost of the Morpheus trial, which began enrolling patients in the fourth quarter of 2017. The Company is responsible for supplying ciforadenant and retains global development and commercialization rights to ciforadenant. The Company and Genentech each have the right to terminate the agreement for material breach by the other party. In addition, the agreement may be terminated by either party due to safety considerations, if directed by a regulatory authority or if development of ciforadenant or Tecentriq is discontinued.

#### ***Monash License Agreement***

In April 2017, the Company entered into a license agreement with Monash University (Monash), pursuant to which the Company was granted an exclusive, sublicensable worldwide license under certain know-how, patent rights and other intellectual property rights controlled by Monash to research, develop, and commercialize certain antibodies directed to CXCR2 for the treatment of human diseases.

Upon execution of the agreement, the Company made a one-time cash payment to Monash of \$275,000 and reimbursed Monash for certain patent prosecution costs incurred prior to execution of the agreement. The Company is also obligated to pay an annual license maintenance fee to Monash of \$25,000 until a certain development milestone is met with respect to the licensed product, after which no further maintenance fee will be due. The Company is also required to make development and sales milestone payments to Monash with respect to the licensed products in the aggregate of up to \$45.1 million. The Company is also required to pay to Monash tiered royalties on net sales of licensed products sold by it, its affiliates and its sublicensees at a rate ranging in the low-single digits. In addition, should the Company sublicense its rights under the agreement, the Company has agreed to pay a percentage of sublicense revenue received at specified rates that are currently at low double digit percentages and decrease to single digit percentages based on the achievement of development milestones.

The term of the Company's agreement with Monash continues until the expiration of its obligation to pay royalties to Monash thereunder. The license agreement is terminable at will by the Company upon providing 30 days written notice to Monash, or by either party for material breaches by the other party. In addition, Monash may terminate the entire agreement or convert the license to a non-exclusive license if the Company has materially breached our obligation to use commercially reasonable efforts to develop and commercialize a licensed product, subject to a specified notice and cure mechanism.

**6. Balance Sheet Components (in thousands)**

	September 30, 2020	December 31, 2019
<b><i>Prepaid and Other Current Assets</i></b>		
Interest receivable	\$ 139	\$ 329
Prepaid research and development manufacturing expenses	44	240
Prepaid facility expenses	160	157
Prepaid insurance	357	150
Other	448	486
	<u>\$ 1,148</u>	<u>\$ 1,362</u>
<b><i>Property and Equipment</i></b>		
Laboratory equipment	\$ 2,472	\$ 2,396
Computer equipment and purchased software	142	142
Leasehold improvements	2,084	2,084
	4,698	4,622
Less: accumulated depreciation and amortization	(3,650)	(3,160)
	<u>\$ 1,048</u>	<u>\$ 1,462</u>
<b><i>Accrued and Other Liabilities</i></b>		
Accrued clinical trial related	\$ 4,516	\$ 4,300
Accrued manufacturing expense	623	696
Personnel related	2,293	1,624
Other	972	279
	<u>\$ 8,404</u>	<u>\$ 6,899</u>

**7. Common Stock**

As of September 30, 2020, the amended and restated certificate of incorporation authorizes the Company to issue 290 million shares of common stock and 10 million shares of preferred stock.

Each share of common stock is entitled to one vote. Common stockholders are entitled to dividends if and when declared by the board of directors. As of September 30, 2020, no dividends on common stock had been declared.

In March 2020, the Company entered into an open market sale agreement (the “Sales Agreement”) with Jefferies LLC (“Jefferies”) to sell shares of the Company’s common stock, from time to time, with aggregate gross sales proceeds of up to \$50,000,000, through an at-the-market equity offering program under which Jefferies will act as its sales agent. The issuance and sale of shares of common stock by the Company pursuant to the Sales Agreement are deemed an “at-the-market” offering under the Securities Act of 1933, as amended. Jefferies is entitled to compensation for its services equal to up to 3.0% of the gross proceeds of any shares of common stock sold through Jefferies under the Sales Agreement. As of September 30, 2020, the Company had received no proceeds from the sale of shares of common stock pursuant to the Sales Agreement.

The Company has reserved shares of common stock for issuance as follows:

	September 30, 2020	December 31, 2019
Exchange warrants	1,458,000	1,458,000
Shares available for future option grants	2,971,058	1,704,183
Outstanding options	5,387,868	5,643,410
Shares reserved for employee stock purchase plan	400,000	400,000
Total	<u>10,216,926</u>	<u>9,205,593</u>

## 8. Stock Option Plans

In February 2014, the Company adopted the 2014 Equity Incentive Plan (the “2014 Plan”), which was subsequently amended in November 2014, July 2015 and September 2015, under which it granted incentive stock options (“ISOs”) or non-qualified stock options (“NSOs”). Terms of stock agreements, including vesting requirements, are determined by the board of directors or a committee authorized by the board of directors, subject to the provisions of the 2014 Plan. In general, awards granted by the Company vest over four years and have a maximum exercise term of 10 years. The 2014 Plan provides that grants must be at an exercise price of 100% of fair market value of the Company’s common stock as determined by the board of directors on the date of the grant.

In connection with the consummation of the IPO in March 2016, the 2016 Equity Incentive Award Plan (the “2016 Plan”), became effective. Under the 2016 Plan, incentive stock options, non-statutory stock options, stock purchase rights and other stock-based awards may be granted. Terms of stock agreements, including vesting requirements, are determined by the board of directors or a committee authorized by the board of directors, subject to the provisions of the 2016 Plan. In general, awards granted by the Company vest over four years and have a maximum exercise term of 10 years. The 2016 Plan provides that grants must be at an exercise price of 100% of fair market value of the Company’s common stock as determined by the board of directors on the date of the grant. In conjunction with adopting the 2016 Plan, the 2014 Plan was terminated and no further awards will be granted under the 2014 Plan. Options outstanding under the 2014 Plan as of the effective date of the 2016 Plan that are forfeited or lapse unexercised may be re-issued under the 2016 Plan, up to a maximum of 1,136,229 shares.

Activity under the Company’s stock option plans is set forth below:

	Shares Available for Grant	Options Outstanding	
		Number of Options	Weighted - Average Exercise Price
Balance at December 31, 2019	1,704,183	5,643,410	\$ 8.05
Additional shares authorized	1,118,000	—	—
Options granted	(220,000)	220,000	2.68
Options exercised	—	(106,667)	0.82
Options forfeited	368,875	(368,875)	6.39
Balance at September 30, 2020	<u>2,971,058</u>	<u>5,387,868</u>	\$ 8.01

## 9. Stock-Based Compensation

The Company’s results of operations include expenses relating to employee and non-employee stock-based awards as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2020	2019	2020	2019
Research and development	\$ 622	\$ 752	\$ 2,206	\$ 2,350
General and administrative	661	997	2,305	3,250
Total	<u>\$ 1,283</u>	<u>\$ 1,749</u>	<u>\$ 4,511</u>	<u>\$ 5,600</u>

## 10. Income Taxes

During the three and nine months ended September 30, 2020 and 2019, the Company recorded no income tax benefits for the net operating losses (NOLs) incurred due to the uncertainty of realizing a benefit from those items. The Company continues to maintain a full valuation allowance against its net deferred tax assets.



## 11. Facility Lease

In January 2015, the Company signed an initial operating lease, effective February 1, 2015 for 8,138 square feet of office and laboratory space with a one year term. Between January 2015 and October 2018, the Company entered into a series of lease amendments to increase the amount of leased space to 27,280 square feet and extend the expiration of the lease to February 2023. The lease agreement includes annual rent escalations. Under the lease and subsequent amendments, the landlord provided approximately \$1.9 million in free rent and lease incentives. The Company records rent expense on a straight-line basis over the effective term of the lease, including any free rent periods and incentives. As the interest rate implicit in lease arrangements is typically not readily available, in calculating the present value of the lease payments, the Company has utilized its incremental borrowing rate, which is determined based on the prevailing market rates for collateralized debt with maturity dates commensurate with the term of its lease. The Company's facility lease is a net lease, as the non-lease components (i.e. common area maintenance) are paid separately from rent based on actual costs incurred. Therefore, the non-lease components were not included in the right-of-use asset and liability and are reflected as an expense in the period incurred.

As of September 30, 2020 and December 31, 2019, the right-of-use asset under operating lease was \$1.8 million and \$2.3 million, respectively. The elements of lease expense for the three and nine months ended September 30, 2020 and 2019 were as follows (in thousands):

	Statements of operations and comprehensive loss location	Three Months Ended September 30,		Nine Months Ended September 30,	
		2020	2019	2020	2019
<b>Costs of operating lease</b>					
Operating lease costs	Research and development, General and administrative	\$ 239	\$ 239	\$ 718	\$ 720
Costs of non-lease components (previously common area maintenance)	Research and development, General and administrative	87	81	263	243
Total operating lease cost		<u>\$ 326</u>	<u>\$ 320</u>	<u>\$ 981</u>	<u>\$ 963</u>
<b>Other Information</b>					
Operating cash flows used for operating lease		\$ 377	\$ 363	\$ 1,132	\$ 1,084
Remaining lease term		2.3 years	3.3 years	2.3 years	3.3 years
Discount rate		10.0%	10.0%	10.0%	10.0%

As of September 30, 2020, minimum rental commitments under this lease were as follows (in thousands):

<b>Year Ended December 31 (in thousands)</b>	
2020*	\$ 290
2021	1,260
2022	1,299
Total lease payments	2,849
Less: imputed interest	(312)
Total	<u>\$ 2,537</u>

\* Remainder of the year

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As of December 31, 2019, minimum rental commitments under this lease were as follows (in thousands):

<b>Year Ended December 31 (in thousands)</b>	
2020	\$ 1,159
2021	1,260
2022	1,299
Total lease payments	3,718
Less: imputed interest	(530)
Total	<u>\$ 3,188</u>

## **12. Commitments and Contingencies**

In August 2015, the Company entered into an agreement for a line of credit of \$0.1 million for the purpose of issuing its landlord a letter of credit of \$0.1 million as a security deposit under its facility lease. The Company pledged money market funds and marketable securities as collateral for the line of credit. For further discussion of the Company's facility lease agreement, see Note 11.

Pursuant to the Company's license agreements with each of Vernalis, Scripps and Monash, it has obligations to make future milestone and royalty payments to these parties, respectively. However, because these amounts are contingent, they have not been included on the Company's balance sheet. For further discussion of the Vernalis, Scripps and Monash licensing agreements, see Note 5.

### ***Indemnifications***

In the ordinary course of business, the Company enters into agreements that may include indemnification provisions. Pursuant to such agreements, the Company may indemnify, hold harmless and defend an indemnified party for losses suffered or incurred by the indemnified party. Some of the provisions will limit losses to those arising from third-party actions. In some cases, the indemnification will continue after the termination of the agreement. The maximum potential amount of future payments the Company could be required to make under these provisions is not determinable. The Company has never incurred material costs to defend lawsuits or settle claims related to these indemnification provisions. The Company has also entered into indemnification agreements with its directors and officers that may require the Company to indemnify its directors and officers against liabilities that may arise by reason of their status or service as directors or officers to the fullest extent permitted by Delaware corporate law. There have been no claims to date and the Company has a directors and officers insurance policy that may enable it to recover a portion of any amounts paid for future claims.

### ***Legal Proceedings***

The Company is not a party to any material legal proceedings.

### **13. Subsequent Events**

In October 2020, the Company announced the formation and launch of Angel Pharmaceuticals Co., Ltd. (“Angel Pharmaceuticals”), a new China based biopharmaceutical. The Company formed Angel Pharmaceuticals as a wholly-owned subsidiary and it launched with a post-money valuation of approximately \$106.0 million, based on an approximate \$41.0 million cash investment from a Chinese investor group that includes funds associated with Tigermed and Beta Pharmaceuticals, Hisun Pharmaceuticals and Zhejiang Puissance Capital, \$6.6 million of such investments are subject to the satisfaction of certain customary conditions. Such cash is not available for Corvus’ use. Contemporaneously with the financing, Angel Pharmaceuticals obtained the rights to develop and commercialize the Company’s three clinical-stage candidates – ciforadenant, CPI-006 and CPI-818 – in greater China and obtained global rights to the Company’s BTK inhibitor preclinical programs. Under the collaboration, the Company will initially retain a 49.7% equity stake in Angel Pharmaceuticals and will be entitled to designate three individuals on Angel’s five-person Board of Directors. The Company is currently in the process of finalizing the related accounting treatment of this transaction.

## Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

*You should read the following discussion and analysis of our financial condition and results of operations together with our unaudited condensed consolidated financial statements and related notes thereto included in Part I, Item 1 of this Quarterly Report on Form 10-Q and with our audited consolidated financial statements and notes for the year ended December 31, 2019, included in our Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission (“SEC”) on March 9, 2020.*

*This discussion and other parts of this report contain forward-looking statements that involve risks and uncertainties, such as statements of our plans, objectives, expectations and intentions. Our actual results could differ materially from those discussed in these forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those discussed in the section of this report entitled “Risk Factors.” Except as may be required by law, we assume no obligation to update these forward-looking statements or the reasons that results could differ from these forward-looking statements.*

### Overview

We are a clinical stage biopharmaceutical company. Our strategy is to identify and utilize novel biomarkers to enhance selection of patients with cancer that we believe will be most likely to benefit from treatment with our product candidates. We have utilized adaptive clinical protocol designs that enable us to evaluate our agents in multiple dosing regimens and for a range of cancer types.

Since we began operations in November 2014, we have built a pipeline of multiple oncology development programs and a coronavirus disease 2019 (“COVID-19”) development program. Three product candidates are now in international multicenter clinical trials directed against a broad number of cancer indications and one of our product candidates is also being tested in a COVID-19 clinical trial. We are developing small molecules that are designed to selectively inhibit the binding of immunosuppressive adenosine to either A2A receptors (ciforadenant, formerly CPI-444) or to A2B receptors. Another small molecule inhibitor that we are developing (CPI-818) is designed to block the function of ITK, a kinase protein inside T-cells that is crucial to T-cell activation and differentiation. We also are developing injectable monoclonal antibodies. One of these antibodies (CPI-006) is designed to block the production of adenosine by tumors by inhibiting the cell surface enzyme CD73. This antibody is also designed to stimulate various immune cells, which we believe may have potential for the treatment of COVID-19 patients. Another of our antibodies is designed to bind to the chemokine receptor CXCR2 on myeloid cells to block the activity of immunosuppressive myeloid cells that infiltrate tumors, and is in preclinical development. Our product candidates are designed to exhibit a high degree of specificity, which has the potential to provide greater safety compared to other cancer therapies and may facilitate their development either as monotherapies or in combination with other cancer therapies such as immune checkpoint inhibitors or chemotherapy.

Ciforadenant (formerly CPI-444), is an oral, small molecule antagonist of the A2A receptor for adenosine and is currently being studied under a Phase 2 expansion protocol in combination with Genentech, Inc.’s cancer immunotherapy, Tecentriq® (atezolizumab) for patients with either advanced, refractory renal cell cancer (“RCC”) or patients with refractory metastatic castration resistant prostate cancer (“mCRPC”). Our second clinical product candidate, CPI-006, is an anti-CD73 monoclonal antibody that is designed to both inhibit the production of adenosine and stimulate various immune cells. CPI-006 is currently being studied in a Phase 1/1b clinical trial as a monotherapy and in combination with ciforadenant, in combination with pembrolizumab and in triplet combination with both ciforadenant and pembrolizumab. In addition, we recently initiated an open-label, Phase 1 clinical trial of CPI-006 in COVID-19 patients with mild to moderate symptoms. Our third clinical product candidate, CPI-818, is a selective, covalent inhibitor of ITK and is in a multi-center Phase 1/1b clinical trial in patients with various malignant T-cell lymphomas. CPI-818 is designed to be directly cytotoxic to certain malignant T-cells and we believe has the potential to regulate immune responses to tumors. We believe the breadth and status of our pipeline demonstrates our management team’s expertise in understanding and developing oncology assets as well as in identifying product candidates that can be in-licensed and further developed internally to treat many types of cancer. We hold worldwide rights to all of our product candidates (other than in greater China).

To date, the majority of our efforts have been focused on the research, development and advancement of ciforadenant, CPI-006 and CPI-818, and we have not generated any revenue from product sales. As a result, we have incurred significant losses. We expect to continue to incur significant research and development and general and administrative expenses related to our operations. Our net loss for the nine months ended September 30, 2020 was \$33.3 million. As of September 30, 2020, we had an accumulated deficit of \$250.5 million. We expect to continue to incur losses for the foreseeable future, and we anticipate these losses will increase as we continue our development of, seek regulatory approval for, and begin to commercialize ciforadenant, CPI-006 and CPI-818, and as we develop other product candidates. Even if we achieve profitability in the future, we may not be able to sustain profitability in subsequent periods.

Since our inception and through September 30, 2020, we have funded our operations primarily through the sale and issuance of stock. On March 22, 2016, our registration statement on Form S-1 (File No. 333-208850) relating to our initial public offering (“IPO”) of our common stock was declared effective by the SEC. Shares of our common stock began trading on the Nasdaq Global Market on March 23, 2016. The IPO closed on March 29, 2016, pursuant to which we sold 4,700,000 shares of our common stock at a public offering price of \$15.00 per share. In April 2016, we sold an additional 502,618 shares of our common stock to the underwriters upon partial exercise of their over-allotment option, at the initial offering price of \$15.00 per share. We received aggregate net proceeds of approximately \$70.6 million, after underwriting discounts, commissions and offering expenses. Immediately prior to the consummation of the IPO, all of our outstanding shares of convertible preferred stock were converted into 14.3 million shares of our common stock. In March 2018, in a follow-on offering, we sold 8,117,647 shares of our common stock at a price of \$8.50 per share, which included 1,058,823 shares issued pursuant to the underwriters’ exercise of their option to purchase additional shares of common stock. We received aggregate net proceeds of approximately \$64.9 million, after underwriting discounts, commissions and offering expenses.

In March 2020, we entered into an open market sale agreement (the “Sales Agreement”) with Jefferies LLC (“Jefferies”) to sell shares of the Company’s common stock, from time to time, with aggregate gross sales proceeds of up to \$50,000,000, through an at-the-market equity offering program under which Jefferies will act as our sales agent. Jefferies is entitled to compensation for its services equal to up to 3.0% of the gross proceeds of any shares of common stock sold through Jefferies under the Sales Agreement. As of September 30, 2020, we had not sold any shares of our common stock pursuant to the Sales Agreement.

In October 2020, we announced the formation and launch of Angel Pharmaceuticals Co., Ltd. (“Angel Pharmaceuticals”), a new China based biopharmaceutical company with a mission to bring innovative quality medicines to Chinese patients for treatment of serious diseases including cancer, autoimmune diseases and infectious diseases. We formed Angel Pharmaceuticals as a wholly-owned subsidiary and it launched with a post-money valuation of approximately \$106.0 million, based on an approximate \$41.0 million cash investment from a Chinese investor group that includes funds associated with Tigermed and Betta Pharmaceuticals, Hisun Pharmaceuticals and Zhejiang Puissance Capital. \$6.6 million of such investments are subject to the satisfaction of certain customary conditions. Such cash is not available for our use. Contemporaneously with the financing, Angel Pharmaceuticals licensed the rights to develop and commercialize our three clinical-stage candidates – ciforadenant, CPI-006 and CPI-818 – in greater China and obtained global rights to our BTK inhibitor preclinical programs. Under the collaboration, we will initially retain a 49.7% equity stake in Angel Pharmaceuticals and will be entitled to designate three individuals on Angel’s five-person Board of Directors.

As of September 30, 2020, we had capital resources consisting of cash, cash equivalents and marketable securities of approximately \$51.4 million. We do not expect our existing capital resources to be sufficient to enable us to fund the completion of all of our ongoing or planned clinical trials and remaining development program of any of ciforadenant, CPI-006 or CPI-818 through commercialization. In addition, our operating plan may change as a result of many factors, including those described in the section of this report entitled “Risk Factors” and others currently unknown to us, and we may need to seek additional funds sooner than planned, through public or private equity, debt financings or other sources, such as strategic collaborations. Such financing would result in dilution to stockholders, imposition of debt covenants and repayment obligations or other restrictions that may affect our business. If we raise additional capital through strategic collaboration agreements, we may have to relinquish valuable rights to our product candidates, including possible future revenue streams. In addition, additional funding may not be available to us on

acceptable terms or at all and any additional fundraising efforts may divert our management from its day-to-day activities, which may adversely affect our ability to develop and commercialize our product candidates. Furthermore, even if we believe we have sufficient funds for our current or future operating plans, we may seek additional capital due to favorable market conditions or strategic considerations.

We currently have no manufacturing capabilities and do not intend to establish any such capabilities. We have no commercial manufacturing facilities for our product candidates. As such, we are dependent on third parties to supply our product candidates according to our specifications, in sufficient quantities, on time, in compliance with appropriate regulatory standards and at competitive prices.

#### **COVID-19 Update**

COVID-19 was first identified in Wuhan, China in December 2019, and subsequently declared a pandemic by the World Health Organization. COVID-19 has placed strains on the providers of healthcare services, including the healthcare institutions where we conduct our clinical trials. These strains have resulted in institutions prohibiting the initiation of new clinical trials, enrollment in existing clinical trials and restricting the on-site monitoring of clinical trials. As our oncology clinical trial enrollment goals for 2020 were largely completed in our first quarter, we have not been significantly affected by any clinical trial enrollment restrictions. Patients in our ongoing oncology clinical trials have generally completed their scheduled visits and we have been able to collect the essential data from those visits. We also follow FDA guidance on clinical trial conduct during the COVID-19 pandemic, including the remote monitoring of clinical data. However, while we had begun Investigational New Drug (“IND”)-enabling studies and scale-up manufacturing for CPI-182, our anti-CXCR2 antibody designed to block myeloid suppression, we paused this work in mid-March 2020 as a result of the COVID-19 pandemic.

We have not experienced any disruption in our supply chain of drug candidate necessary to conduct our clinical trials and believe we will be able to utilize our inventories to supply the drug needs of all of our clinical trials in 2020.

In alignment with public health guidance designed to slow the spread of COVID-19, as of mid-March 2020, we implemented a reduced onsite staffing model and transitioned to a remote work plan for all employees other than those providing essential services, such as our laboratory staff. For our onsite employees, we have implemented heightened health and safety measures designed to comply with applicable federal, state and local guidelines in response to the COVID-19 pandemic. We are further supporting all of our employees by leveraging virtual meeting technology and encouraging employees to follow local health authority guidance. We may need to undertake additional actions that could impact our operations if required by applicable laws or regulations or if we determine such actions to be in the best interests of our employees.

**Product Pipeline**

Our product candidate pipeline includes the following:

		DEVELOPMENT STATUS			
		Lead Optimization	IND-Enabling	Phase 1/1b	Phase 1b/2
<b>INFECTIOUS DISEASE</b>					
B Cell Activator	• COVID-19	CPI-006			
<b>ONCOLOGY</b>					
A2AR Inhibitor	• Renal Cell • Multiple Myeloma	Ciforadenant			
Anti-CD73 Immune Activator	• Multiple Cancers	CPI-006			
ITK Inhibitor	• T-Cell Lymphoma	CPI-818			
Anti-CXCR2	• Multiple Cancers	CPI-182			
A2BR Inhibitor	• Fibrosis	CPI-935			

**Ciforadenant Adenosine A2A Receptor Antagonist.** Our initial product candidate, ciforadenant, is an oral, small molecule antagonist of the A2A receptor for adenosine that we in-licensed from Vernalis in February 2015. In January 2016, we began enrolling patients in a large expansion cohort trial for ciforadenant. This Phase 1/1b clinical trial is designed to examine safety, tolerability, biomarkers and preliminary efficacy of ciforadenant in several solid tumor types, both as a single agent and in combination with Genentech, Inc.’s cancer immunotherapy, Tecentriq, a fully humanized monoclonal antibody targeting PD-L1. In November 2016, we completed enrollment of 48 patients in the first step of the Phase 1/1b clinical trial, which was designed to determine the optimal dose of ciforadenant as both a single agent therapy and in combination with Tecentriq for use in the cohort expansion stage of the clinical trial. The expansion cohort portion of the clinical trial enrolled patients with non-small cell lung cancer (“NSCLC”), RCC, melanoma (“MEL”), triple negative breast cancer (“TNBC”) and other cancers including colorectal cancer, prostate cancer, head and neck cancer and bladder cancer at leading medical centers in the United States, Australia and Canada. We have enrolled over 300 patients in this clinical trial to date. In 2017, both the single agent and combination arms of the NSCLC and RCC cohorts met the protocol-defined criteria for expansion from 14 to 26 patients, and both arms of the RCC cohort further met the protocol-defined criteria for expansion to 48 patients. In December 2017, Genentech began enrolling patients in a Phase 1b/2 clinical trial that is evaluating ciforadenant in combination with Tecentriq in patients with NSCLC under an umbrella protocol known as Morpheus. Enrollment in this trial has been completed and the patients are being followed. In 2018, we amended our Phase 1/1b protocol to enroll patients in a Phase 1b/2 clinical trial with RCC who have failed therapies with both anti-PD-(L)1 antibodies and tyrosine kinase inhibitors (“TKI”). Based on data observed in the Phase 1b/2 clinical trial in 2019, we began enrolling patients with metastatic castration-resistant prostate cancer (“mCRPC”) in a Phase 2 expansion arm of our ongoing Phase 1/1b clinical trial with mCRPC who will receive the combination of ciforadenant with Tecentriq based on data from the Phase 1b/2 clinical trial that showed activity in this disease.

As of August 2020, the key findings from our clinical trials of ciforadenant included:

- Ciforadenant has been well-tolerated at doses that achieved substantial receptor blockade;
- Ciforadenant has shown evidence of anti-tumor activity as a monotherapy and in combination with atezolizumab;
- Of cancers studied, RCC, mCRPC and NSCLC have appeared most responsive to therapy; and

- Identification of a gene expression signature, known as the adenosine gene signature, that enhances selection of patients we believe are most likely to benefit from therapy and may be a useful biomarker for selection of patients in future clinical trials.

At the June 2020 American Society of Clinical Oncology (ASCO) annual virtual meeting, we presented updated interim data from our clinical trials with ciforadenant and atezolizumab in RCC. The data reported in 51 patients showed an objective response rate of 17% by RECIST criteria in the adenosine signature positive patients (n=31) and 0% ORR in the adenosine signature negative group (n=20). We also reported on the use of a simpler, modified biomarker based on immunohistochemistry staining of tumor tissue with anti-CD68. In 53 patients tested, the ORR was 26.7% in CD68 positive patients (4 of 15) and 3% in CD68 negative patients (1 of 38). We expect to meet with the FDA in December 2020 to discuss the study design and plans for a ciforadenant pivotal study in advanced refractory RCC using the adenosine gene signature as a biomarker.

The issued U.S. patents that we in-licensed from Vernalis for ciforadenant are directed to the composition of matter of ciforadenant and its method of use for treating disorders treatable by purine receptor blocking. The composition of matter patent covering ciforadenant is expected to expire in the United States in July 2029, excluding any patent term extension that may be available. We hold an exclusive, worldwide license under these patent rights and related know-how, including a limited right to grant sublicenses, for all fields of use, to develop, manufacture and commercialize products containing certain adenosine receptor antagonists, including ciforadenant (other than in greater China). We have also filed patent applications covering the use of ciforadenant in combination with other checkpoint inhibitors, and the use of various biomarkers to select and monitor patients receiving therapy.

**CPI-006, Immunomodulatory Anti-CD73 Antibody and B-Cell Activator.** Our second clinical product candidate, CPI-006, is an anti-CD73 monoclonal antibody that is designed to inhibit the production of adenosine and has demonstrated immunomodulatory activity, which we in-licensed from Scripps in December 2014. CPI-006 was developed into a humanized anti-CD73 monoclonal antibody from a mouse hybridoma clone expressing an anti-human CD73 antibody. We have further modified CPI-006 to improve binding to CD73 and maximize its inhibition of catalytic activity. CD73 is an ectonucleotidase often found on lymphocytes, tumors and other tissues and is believed to play an important role in tumor immune suppression by catalyzing the production of extracellular adenosine. In preclinical *in vitro* studies, our humanized monoclonal anti-CD73 antibody has been shown to inhibit the catalytic activity of CD73, resulting in the blocking of extracellular adenosine production by tumor cells, which we believe could stimulate or enhance immune response to tumors. In addition to its role in the production of adenosine, CD73 also functions as an immunomodulatory receptor present on B-cells, T-cells and certain myeloid cells. In February 2018, we initiated a Phase 1/1b clinical trial with CPI-006 administered alone and in combination with ciforadenant and in combination with pembrolizumab. In addition, we recently added a treatment arm to the study to evaluate the triplet combination of CPI-006, ciforadenant and pembrolizumab.

As of June 2020, we had completed enrollment in three dose escalation arms of the trial and continue to enroll in the triplet combination dose escalation arm. Over 90 cancer patients had been treated with CPI-006 in the Phase 1/1b clinical trial, with dosing as high as 24 mg/kg every three weeks. The key findings from this clinical trial have included the observation that CPI-006 has been well-tolerated and evidence of B-cell activation and lymphocyte trafficking was observed in patients that received single doses as low as 1 mg/kg. Treatment with CPI-006 has also been associated with increases in memory B-cells, the emergence of new B-cell clones and, in some patients, the production of novel anti-tumor antibodies. We plan to present updated clinical data from the Phase 1/1b clinical trial in late 2020.

#### CPI-006 COVID-19 Phase 1 Clinical Trial Update

In June 2020, we initiated a Phase 1 clinical trial to investigate CPI-006 as a novel immunotherapy approach for the treatment of patients with COVID-19 based on CPI-006's potential immunomodulatory effects. In prior clinical trials, administration of CPI-006 led to increased levels of memory B-cells, which are the cells responsible for long-term immunity. We believe that the similar production of antibodies and memory cells to pathogens such as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), the virus that causes COVID-19, may provide clinical benefits for patients, including potentially shortened recovery time and improved protective immunity based on pre-clinical studies and early Phase 1 clinical results.



The open-label, Phase 1 clinical trial is expected to enroll up to 30 hospitalized COVID-19 patients with mild to moderate symptoms. Patients will receive a single dose of CPI-006, with levels of 0.3, 1.0, 3.0 and 5.0 mg/kg, escalating in four cohorts as the study progresses. Patients will receive medications, therapies, and interventions per standard treatment protocols for COVID-19 for the duration of the study. The primary efficacy endpoint is the change in serum immunoglobulin (IgM and IgG) anti-SARS-CoV-2 levels compared to baseline at day 28. The study also will examine safety and other clinical endpoints, including time to resolution of symptoms and duration of hospitalization.

We initially reported data from the Phase 1 clinical trial in September 2020. On October 5, 2020, we announced updated data, which includes a longer, 56-day follow-up results from the first two cohorts (0.3 mg/kg and 1.0 mg/kg dose) and initial results from the third cohort (3.0 mg/kg). In the 56-day follow-up, the results show a dose-response with higher and more prolonged titers in the 1.0 mg/kg cohort compared to the 0.3 mg/kg cohort. In addition, the results show increased levels of memory B cells and memory T cells, and there are no reports of any drug-related safety issues in all 15 patients treated so far.

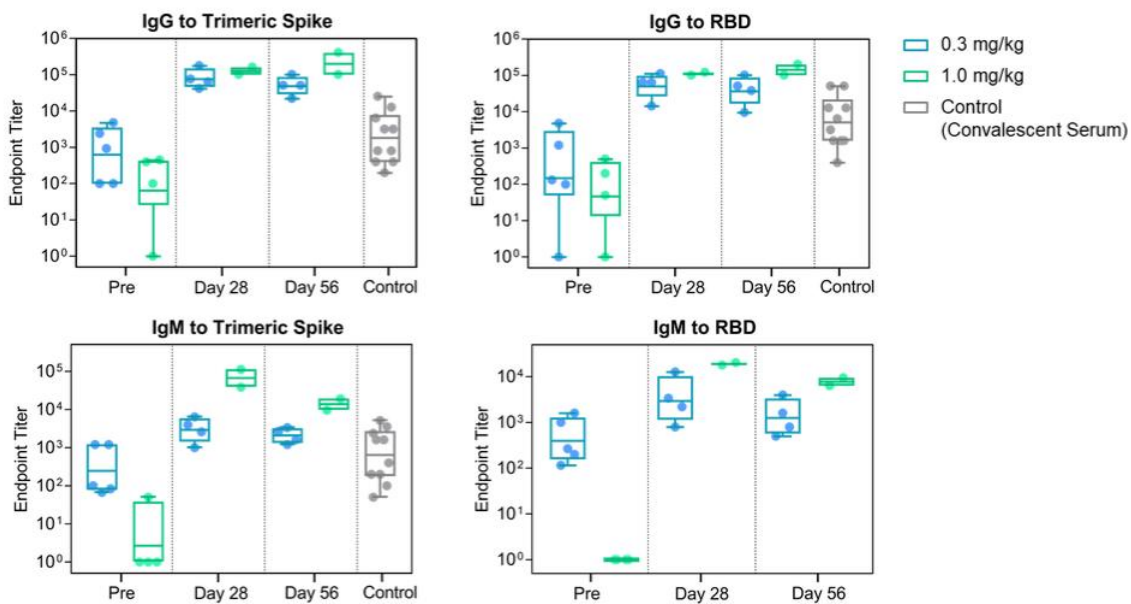
To-date, the first three cohorts of the study have been enrolled and the final cohort is currently enrolling patients. This includes a new study site, El Centro Regional Medical Center in El Centro, CA, which is affiliated with the University of California, San Diego Health Care Network and serves Imperial and Riverside counties in southern California. We continue to anticipate that we will complete the study and report results during the fourth quarter of 2020, including a presentation of data at the Society for Immunotherapy of Cancer (SITC) annual meeting in November. Based on these data, and assuming the remainder of the data in the study supports it, we plan to initiate a pivotal, randomized, double blind study in hospitalized COVID-19 patients before year-end.

In the first three cohorts of the study, the median age of the patients was 63 years (range 26-76 years) and 12 of 15 patients were minorities at higher risk for COVID-19 disease complications (7 African American and 5 Latino). All of the patients had comorbidities that increased their COVID-19 risk including diabetes, hypertension, obesity, chronic lung disease and/or cancer. The median duration of symptoms prior to treatment with CPI-006 was five days (range 1-21 days). The key highlights from these 15 patients, beyond the data already reported from the first 10 patients, include:

- 14 of 14 patients with pre-treatment serum samples available had low pre-treatment levels of anti-SARS-CoV-2 antibodies independent of the duration of their prior COVID-19 symptoms.
- IgG and IgM antibody titers against the SARS-CoV-2 trimeric spike and/or receptor binding domain (“RBD”) increased in all evaluable patients within 7 days of a single infusion of CPI-006. As previously reported, one patient did not have a pre-treatment serum sample available but had a sample collected one day after receiving CPI-006 and this sample exhibited a high titer, which continued to increase as of September 28, 2020.
- In 11 of 11 patients with serum samples available to be tested, the combined IgG and IgM antibody responses continued to increase out to 28 days post treatment with CPI-006 as of September 28, 2020, in-line with the prior study data.
- In three of three patients tested, memory B cells, and memory CD4 and CD8 T effector memory cells, increased at 28 days post-treatment, and for one of such patients memory B cells increased from 1.8% to 7.9% of B cells at 56 days post-treatment.
- As of September 28, 2020, 14 of 15 patients were discharged from the hospital with clinical improvement after a median of 4.5 days. One patient remains in the hospital with improvement of symptoms.
- There have been no drug-related toxicity or safety issues reported.

The 28-day and 56-day anti-SARS-CoV-2 antibody data for patients receiving 0.3 mg/kg (cohort 1) and 1.0 mg/kg (cohort 2) doses showed a dose-response with higher and more prolonged titers observed in the 1.0 mg/kg cohort compared to the 0.3 mg/kg cohort as reflected in the figures below. In particular:

- IgG and IgM titers to trimeric spike and receptor binding domain (RBD) of SARS-CoV-2 were measured and compared to convalescent serum obtained from recovered COVID-19 patients.
- Geometric mean titers (and range) were evaluated and revealed robust response at 28 days for both cohorts with higher and more sustained levels at day 56 seen in the 1.0 mg/kg cohort. For example, day 56 IgG to spike protein titer was 49,519 as compared to 204,800 in patients receiving 0.3 and 1.0 mg/kg, respectively. Day 56 titers to RBD were 37,286 as compared to 144,815 in patients receiving 0.3 and 1.0 mg/kg, respectively.
- Sustained and high IgM titers were also observed and exhibited a similar dose-response.



***Anti-SARS-CoV-2 antibody response (IgG and IgM) to spike protein and RBD of SARS-CoV-2. Patients receive 0.3 or 1.0 mg/kg single dose of CPI-006 and antibody titers measured at pre-treatment and at Days 28 and 56. Data are shown as box and whisker plot with geometric mean and interquartile ranges***

We believe the totality of the data from the Phase 1 clinical continues to support the potential of CPI-006 as a treatment for COVID-19. CPI-006, when administered at very low doses, has demonstrated a boost in antibody responses to the SARS-CoV-2 virus. The responses have been long-lived and the data reflects a clear dose response relationship with 1.0 mg/kg having produced higher and more prolonged titers than 0.3 mg/kg; especially of IgM.

***CPI-818, ITK Inhibitor.*** Our third clinical product candidate, CPI-818, is a selective, covalent inhibitor of ITK. ITK, an enzyme that functions in T-cell signaling and differentiation, is expressed predominantly in T-cells, which are lymphocytes that play a vital role in immune responses. One of the key survival mechanisms of tumors is believed to be the reprogramming of T-cells to create an inflammatory environment that inhibits anti-tumor immune response and favors tumor growth. We believe highly selective inhibitors of this enzyme will facilitate induction of T-cell anti-tumor immunity and also may be useful in the treatment of T-cell lymphomas. CPI-818 is orally bioavailable and has been

shown to achieve cellular occupancy of the target *in vivo* in various animal models. Pre-clinical studies have demonstrated that CPI-818 was well-tolerated *in vivo* and resulted in inhibition of T-cell activation. In March of 2019, we initiated a Phase 1/1b study of CPI-818 in patients with advanced refractory T-cell lymphomas. Early interim results from the dose-escalation portion of the study were presented in December 2019 at the American Society of Hematology (ASH) meeting and in February 2020 at the 12<sup>th</sup> Annual T-cell Lymphoma Forum, showing that, CPI-818 was well-tolerated and achieved substantial ITK target occupancy, one of the goals of the study.

We have completed enrollment in the dose escalation portion (N=16) of our Phase 1/1b clinical trial, which included patients with several types of advanced, refractory T-cell lymphomas. Based on results from this portion of the study, including a confirmed complete response in one patient with peripheral T-cell lymphoma (PTCL) who previously failed chemotherapy and high dose chemotherapy with autologous bone marrow transplantation, we selected the optimum dose and began the next portion of the study with a focus on patients with PTCL and cutaneous T-cell lymphoma (CTCL). We recently announced a second patient with PTCL who achieved a partial response. Seven patients with PTCL have been treated on the trial. We are continuing to enroll PTCL and cutaneous t-cell lymphoma (CTCL) patients in our trial.

We plan to present updated clinical data from the CPI-818 Phase 1/1b clinical trial at the American Society of Hematology (ASH) annual meeting in December 2020.

We have filed patent applications covering composition of matter and uses of our ITK inhibitors and hold exclusive worldwide rights for all indications (other than in greater China).

***CPI-182, Anti-CXCR2 Antibody designed to block Myeloid Suppression.*** In 2017, we in-licensed this monoclonal antibody designed to block CXCR2, a novel target expressed on myeloid derived suppressor cells (“MDSC”). Preclinical studies have demonstrated that this antibody blocked MDSCs and also may have reacted with CXCR2 present on certain cancers such as acute myeloid leukemia cells and other cancers. We had begun IND-enabling studies and scale-up manufacturing for this product candidate but paused this work in mid-March 2020 as a result of the COVID-19 pandemic.

***CPI-935, Adenosine A2B Receptor Antagonist.*** Adenosine A2B receptors have been found to play an important role in the immune response to tumors as well as in inflammation and fibrosis. Similar to adenosine A2A receptors, adenosine binds to adenosine A2B receptors, which leads to immunosuppression. Preclinical models have shown that inhibition of A2B receptors prevents fibrosis. In 2018, we selected a development candidate for this program, a small molecule antagonist of the A2B receptor.

### **Significant Accounting Policies**

Our significant accounting policies are described in Note 2 to our consolidated financial statements for the year ended December 31, 2019 included in our Annual Report on Form 10-K. There have been no material changes to our significant accounting policies during the nine months ended September 30, 2020.

### **Components of Results of Operations**

#### ***Revenue***

To date, we have not generated any revenues. We do not expect to receive any revenues from any product candidates that we develop unless and until we obtain regulatory approval and commercialize our products or enter into revenue-generating collaboration agreements with third parties.

### ***Research and Development Expense***

Our research and development expenses consist primarily of costs incurred to conduct research and development of our product candidates. We record research and development expenses as incurred. Research and development expenses include:

- employee-related expenses, including salaries, benefits, travel and non-cash stock-based compensation expense;
- external research and development expenses incurred under arrangements with third parties, such as contract research organizations, preclinical testing organizations, contract manufacturing organizations, academic and non-profit institutions and consultants;
- costs to acquire technologies to be used in research and development that have not reached technological feasibility and have no alternative future use;
- license fees; and
- other expenses, which include direct and allocated expenses for laboratory, facilities and other costs.

We plan to increase our research and development expenses substantially as we continue the development and potential commercialization of our product candidates. Our current planned research and development activities include the following:

- enrollment and completion of our Phase 1/1b clinical trial and amended Phase 1b/2 clinical trial of ciforadenant;
- enrollment and completion of our Phase 1/1b clinical trial of CPI-006 in cancer patients;
- enrollment of COVID-19 patients in our ongoing Phase 1 trial of CPI-006;
- initiate a pivotal clinical trial of CPI-006 in hospitalized COVID-19 patients;
- enrollment and completion of our Phase 1/1b clinical trial of CPI-818;
- process development and manufacturing of drug supply of ciforadenant, CPI-006 and CPI-818; and
- preclinical studies under our other programs in order to select development product candidates.

In addition to our product candidates that are in clinical development, we believe it is important to continue substantial investment in potential new product candidates to build the value of our product candidate pipeline and our business.

Our expenditures on current and future preclinical and clinical development programs are subject to numerous uncertainties related to timing and cost to completion. The duration, costs and timing of clinical trials and development of product candidates will depend on a variety of factors, including many of which are beyond our control. The process of conducting the necessary clinical research to obtain regulatory approval is costly and time consuming, and the successful development of our product candidates is uncertain. The risks and uncertainties associated with our research and development projects are discussed more fully in “Part II, Item 1A—Risk Factors.” As a result of these risks and uncertainties, we are unable to determine with any degree of certainty the duration and completion costs of our research and development projects or if, when or to what extent we will generate revenues from the commercialization and sale of any of our product candidates that obtain regulatory approval. We may never succeed in achieving regulatory approval for any of our product candidates.

**General and Administrative Expenses**

General and administrative expenses include personnel costs, expenses for outside professional services and allocated expenses. Personnel costs consist of salaries, benefits and stock-based compensation. Outside professional services consist of legal, accounting and audit services and other consulting fees. Allocated expenses consist of rent expense related to our office and research and development facility.

We expect that our general and administrative expenses will increase in the future as we increase our headcount to support our continued research and development and potential commercialization of one or more of our product candidates.

**Results of Operations**

*Comparison of the periods below as indicated (in thousands):*

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2020	2019	Change	2020	2019	Change
Operating expenses:						
Research and development	\$ 6,619	\$ 8,996	\$ (2,377)	\$ 24,639	\$ 29,055	\$ (4,416)
General and administrative	3,226	2,517	709	9,242	8,359	883
Total operating expenses	9,845	11,513	(1,668)	33,881	37,414	(3,533)
Loss from operations	(9,845)	(11,513)	1,668	(33,881)	(37,414)	3,533
Interest income and other expense, net	49	509	(460)	539	1,789	(1,250)
Net loss	<u>\$ (9,796)</u>	<u>\$ (11,004)</u>	<u>\$ 1,208</u>	<u>\$ (33,342)</u>	<u>\$ (35,625)</u>	<u>\$ 2,283</u>

*Research and Development Expense*

Research and development expenses for the three and nine months ended September 30, 2020 and 2019 consisted of the following costs by program (specific program costs consist solely of external costs):

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2020	2019	Change	2020	2019	Change
Ciforadenant (formerly CPI-444)	\$ 869	\$ 976	\$ (107)	\$ 3,131	\$ 4,193	\$ (1,062)
CPI-006	1,415	1,430	(15)	6,048	4,934	1,114
CPI-818	610	1,760	(1,150)	2,349	5,071	(2,722)
Other programs	9	386	(377)	821	1,036	(215)
Unallocated employee and overhead costs	3,716	4,444	(728)	12,290	13,821	(1,531)
	<u>\$ 6,619</u>	<u>\$ 8,996</u>	<u>\$ (2,377)</u>	<u>\$ 24,639</u>	<u>\$ 29,055</u>	<u>\$ (4,416)</u>

For the three months ended September 30, 2020, the decrease in ciforadenant costs of \$0.1 million as compared to the three months ended September 30, 2019, primarily consisted of a decrease of \$0.1 million in clinical trial expenses and a decrease of \$0.1 million in other outside service costs, partially offset by an increase of \$0.1 million in drug manufacturing costs.

For the nine months ended September 30, 2020, the decrease in ciforadenant costs of \$1.1 million as compared to the nine months ended September 30, 2019, primarily consisted of a decrease of \$0.7 million in clinical trial expenses, a decrease of \$0.2 million in drug manufacturing costs and a decrease of \$0.2 million in other outside services.

For the three months ended September 30, 2020, the negligible decrease in CPI-006 costs as compared to the three months ended September 30, 2019, primarily consisted of an increase of \$0.1 million in outside services, offset by a decrease of \$0.1 million in drug manufacturing costs.

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For the nine months ended September 30, 2020, the increase in CPI-006 costs of \$1.1 million as compared to the nine months ended September 30, 2019, primarily consisted of an increase of \$2.4 million in clinical trial expenses and an increase of \$0.3 million in other outside services, partially offset by a decrease of \$1.6 million in drug manufacturing costs.

For the three months ended September 30, 2020, the decrease in CPI-818 costs of \$1.2 million as compared to the three months ended September 30, 2019, primarily consisted of a decrease of \$0.8 million in drug manufacturing costs and a decrease of \$0.3 million in other outside services.

For the nine months ended September 30, 2020, the decrease in CPI-818 costs of \$2.7 million as compared to the nine months ended September 30, 2019, primarily consisted of a decrease of \$2.2 million in drug manufacturing costs and a decrease of \$0.6 million in other outside services, partially offset by an increase of \$0.1 million in clinical trial expenses.

For the three months ended September 30, 2020, the decrease in other program costs of \$0.4 million as compared to the three months ended September 30, 2019, primarily consisted of a decrease of \$0.3 million in outside services and a decrease of \$0.1 million in drug manufacturing costs.

For the nine months ended September 30, 2020, the decrease in other program costs of \$0.2 million as compared to the nine months ended September 30, 2019, primarily consisted of a decrease of \$0.7 million in outside services, partially offset by an increase of \$0.5 million in drug manufacturing costs.

For the three months ended September 30, 2020, the decrease in unallocated costs of \$0.7 million as compared to the three months ended September 30, 2019, primarily consisted of a decrease of \$0.5 million in personnel and related costs and a decrease of \$0.2 million in other outside services.

For the nine months ended September 30, 2020, the decrease in unallocated costs of \$1.5 million as compared to the nine months ended September 30, 2019, primarily consisted of a decrease of \$1.1 million in outside services and a decrease of \$0.4 million in personnel and related costs.

### *General and Administrative Expense*

For the three months ended September 30, 2020, the increase in general and administrative expenses of \$0.7 million as compared to the three months ended September 30, 2019, primarily consisted of an increase of \$1.0 million in professional service costs, partially offset by a \$0.3 million decrease in stock-based compensation expense.

For the nine months ended September 30, 2020, the increase of \$0.9 million in general and administrative expenses as compared to the nine months ended September 30, 2019, primarily consisted of an increase of \$1.6 million in professional service costs and an increase of \$0.2 million in personnel costs, partially offset by a decrease of \$0.9 million in stock-based compensation expense.

### *Interest Income and Other Expense, net*

For the three months ended September 30, 2020, the decrease in interest income and other expense, net of \$0.5 million as compared to the three months ended September 30, 2019, primarily consisted of a decrease in interest income earned due to a decrease in cash equivalents and marketable securities and a decrease in interest rates.

For the nine months ended September 30, 2020, the decrease in interest income and other expense, net of \$1.3 million as compared to the nine months ended September 30, 2019, primarily consisted of a decrease in interest income earned due to a decrease in cash equivalents and marketable securities and a decrease in interest rates.

## Liquidity and Capital Resources

As of September 30, 2020, we had cash, cash equivalents and marketable securities of \$51.4 million, and an accumulated deficit of \$250.5 million, compared to cash and cash equivalents and marketable securities of \$78.0 million and an accumulated deficit of \$217.1 million as of December 31, 2019. We have financed our operations primarily through private placements of convertible preferred stock and the sale of common stock.

In March 2016, we consummated our IPO and sold 4,700,000 shares of our common stock at a price of \$15.00 per share, and in April 2016, sold 502,618 shares at a price of \$15.00 per share pursuant to the partial exercise of the underwriters' option to purchase additional shares of common stock. We received net proceeds of approximately \$70.6 million, after deducting underwriting discounts, commissions and offering expenses. Immediately prior to the consummation of our IPO, all outstanding shares of the convertible preferred stock were converted into common stock on a one-for-one basis.

In March 2018, in a follow-on offering, we sold 8,117,647 shares of our common stock at a price of \$8.50 per share, which included 1,058,823 shares issued pursuant to the underwriters' exercise of their option to purchase additional shares of common stock. We received aggregate net proceeds of approximately \$64.9 million, after underwriting discounts, commissions and offering expenses.

In March 2020, we entered into the Sales Agreement with Jefferies to sell shares of our common stock, from time to time, with aggregate gross sales proceeds of up to \$50,000,000, through an at-the-market equity offering program under which Jefferies will act as its sales agent. As of September 30, 2020, we had received no proceeds from the sale of shares of common stock pursuant to the Sales Agreement.

We believe our current cash, cash equivalents and marketable securities will be sufficient to fund our planned expenditures and meet our obligations through at least the next twelve months from the issuance of our financial statements as of and for the three and nine months ended September 30, 2020. The amounts and timing of our actual expenditures depend on numerous factors, including:

- the progress, timing, costs and results of clinical trials for ciforadenant, CPI-006 and CPI-818;
- the extent to which the COVID-19 coronavirus may impact our business, including our clinical trials and financial condition;
- the timing, progress, costs and results of preclinical and clinical development activities for our other product candidates;
- the number and scope of preclinical and clinical programs we decide to pursue;
- the costs involved in prosecuting, maintaining and enforcing patent and other intellectual property rights;
- the cost and timing of regulatory approvals;
- our efforts to enhance operational systems and hire additional personnel, including personnel to support development of our product candidates and satisfy our obligations as a public company; and
- other factors described in the section of this report entitled "Risk Factors."

We expect to increase our spending in connection with the development and commercialization of our product candidates. Until such time, if ever, as we can generate substantial revenue from product sales, we expect to fund our operations and capital funding needs through equity and/or debt financings. We may also enter into additional collaboration arrangements or selectively partner for clinical development and commercialization. The sale of additional equity would result in dilution to our stockholders. The incurrence of debt financing would result in debt service

obligations and the governing documents would likely include operating and financing covenants that would restrict our operations. In addition, sufficient additional funding may not be available on acceptable terms, or at all. If we are not able to secure adequate additional funding, we may be forced to make reductions in spending, extend payment terms with suppliers, liquidate assets where possible and/or suspend or curtail planned programs. Any of these actions could have a material effect on our business, financial condition and results of operations.

### Summary of Statement of Cash Flows

The following table summarizes our cash flows for the periods indicated (in thousands):

	Nine Months Ended September 30,	
	2020	2019
Net cash provided by (used in):		
Operating activities	\$ (26,571)	\$ (28,811)
Investing activities	44,306	(1,340)
Financing activities	87	22
Net increase (decrease) in cash and cash equivalents	<u>\$ 17,822</u>	<u>\$ (30,129)</u>

### Cash Flows from Operating Activities

Cash used in operating activities during the nine months ended September 30, 2020 was \$26.6 million, which primarily consisted of a net loss of \$33.3 million, adjusted by non-cash charges of \$5.0 million, primarily consisting of \$4.5 million of stock compensation expense, an increase of \$1.6 million in accounts payable and accrued and other current liabilities, and a decrease in prepaid and other current assets of \$0.2 million.

Cash used in operating activities during the nine months ended September 30, 2019 was \$28.8 million, which primarily consisted of a net loss of \$35.6 million, adjusted by non-cash charges of \$5.6 million, primarily consisting of stock compensation expense, and an increase of \$1.8 million in accounts payable and accrued and other current liabilities, partially offset by an increase in prepaid and other current assets of \$0.4 million.

### Cash Flows from Investing Activities

During the nine months ended September 30, 2020, cash provided in investing activities was \$44.3 million, which consisted of proceeds from maturities of marketable securities of \$78.8 million and proceeds from sales of marketable securities of \$1.0 million, partially offset by purchases of marketable securities of \$35.5 million.

During the nine months ended September 30, 2019, cash used in investing activities was \$1.3 million, which consisted of purchases of marketable securities of \$114.9 million, partially offset by proceeds from maturities of marketable securities of \$113.6 million.

### Cash Flows from Financing Activities

During the nine months ended September 30, 2020, cash provided by financing activities was \$0.1 million, which consisted of proceeds from the exercise of stock options.

During the nine months ended September 30, 2019, cash provided by financing activities was negligible.

### Off-Balance Sheet Arrangements

We have not entered into any off-balance sheet arrangements and do not have any holdings in variable interest entities.



## **Contractual Obligations**

There have been no material changes outside the ordinary course of our business to our contractual obligations during the nine months ended September 30, 2020, as compared to those disclosed in our Annual Report on Form 10-K.

## **JOBS Act Accounting Election**

We are an emerging growth company, as defined in the JOBS Act. Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards issued subsequent to the enactment of the JOBS Act until such time as those standards apply to private companies. We have irrevocably elected not to avail ourselves of this exemption from new or revised accounting standards and, therefore, will be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies. We also rely on other exemptions provided by the JOBS Act, including, without limitation, providing an auditor's attestation report on our system of internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act. We will remain an emerging growth company until the earlier of (1) December 31, 2021, (2) the last day of the fiscal year in which we have total annual gross revenue of at least \$1.07 billion, (3) the last day of the fiscal year in which we are deemed to be a "large accelerated filer" as defined in Rule 12b-2 under the Exchange Act, which would occur if the market value of our common stock that is held by non-affiliates exceeded \$700.0 million as of the last business day of the second fiscal quarter of such fiscal year, or (4) the date on which we have issued more than \$1.0 billion in non-convertible debt during the prior three-year period. Even after we no longer qualify as an emerging growth company, we may still qualify as a "smaller reporting company" which may allow us to take advantage of many of the same exemptions from disclosure requirements including not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act.

## **Item 3. Quantitative and Qualitative Disclosures about Market Risk**

We are exposed to market risk related to changes in interest rates. We had cash and cash equivalents and marketable securities of \$51.4 million as of September 30, 2020 and cash, cash equivalents and marketable securities of \$78.0 million as of December 31, 2019, which consisted of bank deposits, money market investments, U.S. Treasury securities, U.S. government agency securities and corporate debt obligations. Such interest-earning instruments carry a degree of interest rate risk; however, historical fluctuations of interest income have not been significant. Due to the short-term duration of our investment portfolio and the low risk profile of our investments, an immediate 10% increase in interest rates would not have a material effect on the fair market value of our portfolio.

## **Item 4. Controls and Procedures**

### **(a) Evaluation of Disclosure Controls and Procedures**

The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") refers to controls and procedures that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to provide reasonable assurance that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. Our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and our management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Due to the inherent limitations of control systems, including the possibility of human error and the circumvention or overriding of the controls and procedures, not all misstatements may be prevented or detected. Our disclosure controls and procedures are designed to provide reasonable assurance of achieving their control objectives.

As required by Rule 13a-15(b) under the Exchange Act, our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures as of September 30, 2020, the end of the period covered by this Quarterly Report on Form 10-Q. Based upon such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of such date.

**(b) Changes in Internal Controls Over Financial Reporting**

There were no changes in our internal control over financial reporting that occurred during the period covered by this Quarterly Report on Form 10-Q that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

## PART II — OTHER INFORMATION

### Item 1 — Legal Proceedings

We are not currently a party to any material litigation or legal proceedings.

### Item 1A — Risk Factors

*Our business involves significant risks, some of which are described below. You should consider carefully the risks and uncertainties described below, together with all of the other information in this Quarterly Report on Form 10-Q, including our unaudited condensed consolidated financial statements and related notes included elsewhere in this Quarterly Report on Form 10-Q and “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” If any of the following risks are realized, our business, financial condition, results of operations and prospects could be materially and adversely affected. Many of the following risks and uncertainties are, and will be, exacerbated by the COVID-19 pandemic and any worsening of the global business and economic environment as a result. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations.*

#### **Risks Related to Our Limited Operating History, Financial Condition and Capital Requirements**

***We have a limited operating history, have incurred significant operating losses since our inception and expect to incur significant losses for the foreseeable future. We may never generate any revenue or become profitable or, if we achieve profitability, we may not be able to sustain it.***

We are a clinical-stage biopharmaceutical company with a limited operating history and no revenue. Biopharmaceutical product development is a highly speculative undertaking and involves a substantial degree of risk. To date, we have focused primarily on developing our lead product candidates, ciforadenant, CPI-006 and CPI-818, and researching additional product candidates. We have incurred significant operating losses since we were founded in January 2014 and have not yet generated any revenue from sales. If our product candidates are not approved, we may never generate any revenue. We incurred a net loss of \$46.7 million, \$46.9 million and \$55.7 million for the years ended December 31, 2019, 2018 and 2017, respectively, and \$33.3 million and \$35.6 million for the nine months ended September 30, 2020 and 2019, respectively. We had an accumulated deficit of \$250.5 million as of September 30, 2020. We expect to continue to incur losses for the foreseeable future, and we anticipate these losses will increase as we continue our development of, seek regulatory approval for and, if approved, begin to commercialize ciforadenant, CPI-006 and CPI-818, and as we develop other product candidates. Even if we achieve profitability in the future, we may not be able to sustain it in subsequent periods. Our prior losses, combined with expected future losses, have had and will continue to have an adverse effect on our stockholders’ equity and results of operations.

***We will require substantial additional financing to achieve our goals, and a failure to obtain this necessary capital when needed on acceptable terms, or at all, could force us to delay, limit, reduce or terminate our product development, other operations or commercialization efforts.***

Since commencing our operations in 2014, the majority of our efforts have been focused on the research and development of ciforadenant, CPI-006 and CPI-818. We believe that we will continue to expend substantial resources for the foreseeable future as we continue clinical development of, seek regulatory approval for and, if approved, prepare for the commercialization of ciforadenant, CPI-006, and CPI-818, as well as product candidates under our other development programs. These expenditures will include costs associated with research and development, conducting preclinical studies and clinical trials, obtaining regulatory approvals, manufacturing and supply, sales and marketing and general operations. In addition, other unanticipated costs may arise. Because the outcome of any clinical trial and/or regulatory approval process is highly uncertain, we may not be able to accurately estimate the actual amounts necessary to successfully complete the development, regulatory approval process and commercialization of ciforadenant, CPI-006, CPI-818 or any other product candidates.

As of September 30, 2020, we had capital resources consisting of cash, cash equivalents and marketable securities of \$51.4 million. We do not expect our existing capital resources to be sufficient to enable us to fund the completion of all of our ongoing and planned clinical trials and remaining development program of any of ciforadenant, CPI-006 or CPI-818 through commercialization. In addition, while Angel Pharmaceuticals expects to receive outside investment of approximately \$41.0 million in connection with its formation and licensing of certain of our intellectual property, such cash is not available for our use. Our operating plan may change as a result of many factors, including those described below as well as others currently unknown to us, and we may need to seek additional funds sooner than planned, through public or private equity, including pursuant to the Sales Agreement with Jefferies, debt financings or other sources, such as strategic collaborations. Such financing would result in dilution to stockholders, imposition of debt covenants and repayment obligations or other restrictions that may affect our business. If we raise additional capital through strategic collaboration agreements, we may have to relinquish valuable rights to our product candidates, including possible future revenue streams. For example, in October 2020 we formed Angel Pharmaceuticals with a group of investors in China to create a new China-based biopharmaceutical company with a mission to bring innovative quality medicines to Chinese patients for treatment of serious diseases including cancer, autoimmune diseases and infectious diseases. We granted Angel Pharmaceuticals a license to rights to develop and commercialize our three clinical-stage candidates – ciforadenant, CPI-006 and CPI-818 – in greater China and Angel obtained global rights to our BTK inhibitor preclinical programs. In addition, additional funding may not be available to us on acceptable terms, or at all, and any additional fundraising efforts may divert our management from their day-to-day activities, which may adversely affect our ability to develop and commercialize our product candidates. Furthermore, even if we believe we have sufficient funds for our current or future operating plans, we may seek additional capital due to favorable market conditions or strategic considerations.

The amount and timing of any expenditures needed to implement our development and commercialization programs will depend on numerous factors, including, but not limited to:

- the type, number, scope, progress, expansions, results of and timing of our ongoing and planned clinical trials of ciforadenant, CPI-006 and CPI-818 and any of our planned preclinical studies and clinical trials of other product candidates which we are pursuing or may choose to pursue in the future;
- whether our current Phase 1 clinical trial of CPI-006 is successful and warrants our pursuing a further clinical trial;
- the need for, and the progress, costs and results of, any additional clinical trials of ciforadenant, CPI-006, CPI-818 or any of our other product candidates we may initiate based on the results of our planned clinical trials or discussions with the FDA, including any additional trials the FDA or other regulatory agencies may require;
- the impact of the COVID-19 pandemic;
- the costs of obtaining, maintaining and enforcing our patents and other intellectual property rights;
- the costs and timing of obtaining or maintaining manufacturing for ciforadenant, CPI-006, CPI-818 and our other product candidates, including commercial manufacturing if any product candidate is approved;
- the costs and timing of establishing sales and marketing capabilities;
- our ability to achieve sufficient market acceptance, coverage and reimbursement from third-party payors and adequate market share for our product candidates;
- the terms and timing of establishing collaborations, license agreements and other partnerships;
- whether the FDA accepts data from any clinical trials of our product candidates conducted by Angel Pharmaceuticals in China;

- costs associated with any new product candidates that we may develop, in-license or acquire;
- Angel Pharmaceuticals' ability to develop and commercialize product candidates in China;
- the effect of competing technological and market developments;
- our ability to attract, hire and retain qualified personnel;
- our ability to establish and maintain partnering arrangements for development; and
- the costs associated with being a public company.

Several of these factors are outside of our control and if we are unable to obtain funding on a timely basis, we will be unable to complete the clinical trials for ciforadenant, CPI-006, CPI-818 and our other product candidates, and we may be required to significantly curtail some or all of our activities.

***The COVID-19 coronavirus could adversely impact our business, including our clinical trials, and financial condition.***

In December 2019, a novel strain of coronavirus, COVID-19, was reported to have surfaced in Wuhan, China. Since then, the COVID-19 coronavirus has spread to most countries, including the United States and European and Asia-Pacific countries, including countries in which we have planned or active clinical trial sites. As the COVID-19 coronavirus continues to spread around the globe, we will likely experience disruptions that could severely impact our business and clinical trials, including:

- delays or difficulties in enrolling patients in our clinical trials;
- delays or difficulties in clinical site initiation, including difficulties in recruiting clinical site investigators and clinical site staff;
- diversion of healthcare resources away from the conduct of clinical trials, including the diversion of hospitals serving as our clinical trial sites and hospital staff supporting the conduct of our clinical trials;
- interruption of key clinical trial activities, such as clinical trial site monitoring, due to limitations on travel imposed or recommended by federal or state governments, employers and others or interruption of clinical trial subject visits and study procedures, the occurrence of which could affect the integrity of clinical trial data;
- risk that participants enrolled in our clinical trials will contract the COVID-19 coronavirus while the clinical trial is ongoing, which could impact the results of the clinical trial, including by increasing the number of observed adverse events;
- limitations in employee resources that would otherwise be focused on the conduct of our clinical trials, including because of sickness of employees or their families or the desire of employees to avoid contact with large groups of people;
- delays in receiving authorization from local regulatory authorities to initiate our planned clinical trials;
- delays in clinical sites receiving the supplies and materials needed to conduct our clinical trials;
- interruption in global shipping that may affect the transport of clinical trial materials, such as investigational drug product used in our clinical trials;

- changes in local regulations as part of a response to the COVID-19 coronavirus pandemic which may require us to change the ways in which our clinical trials are conducted, which may result in unexpected costs, or to discontinue such clinical trials altogether;
- interruptions or delays in preclinical studies due to restricted or limited operations at our research and development laboratory facilities;
- delays in necessary interactions with local regulators, ethics committees and other important agencies and contractors due to limitations in employee resources or forced furlough of government employees; and
- refusal of the FDA to accept data from clinical trials in affected geographies outside the United States.

As our oncology clinical trial enrollment goals for 2020 were largely completed in our first quarter, we have not been significantly affected by any clinical trial enrollment restrictions to date. Patients in our ongoing oncology clinical trials have generally completed their scheduled visits and we have been able to collect the essential data from those visits. However, while we had begun IND-enabling studies and scale-up manufacturing for CPI-182, our anti-CXCR2 antibody designed to block myeloid suppression, we paused this work in mid-March 2020 as a result of the COVID-19 pandemic. Furthermore, while we have not experienced any disruption in our supply chain of drug candidate necessary to conduct our clinical trials and believe we will be able to utilize our inventories to supply the drug needs of all of our clinical trials in 2020, there can be no assurance that we will not suffer any supply chain related issues.

In addition, the spread of the COVID-19 coronavirus has had an impact and may continue to severely impact the trading price of shares of our common stock and could further severely impact our ability to raise additional capital on a timely basis or at all.

The global pandemic of the COVID-19 coronavirus continues to rapidly evolve. The extent to which the COVID-19 coronavirus may impact our business, including our clinical trials, and financial condition will depend on future developments, which are highly uncertain and cannot be predicted with confidence, such as the ultimate geographic spread of the disease, the duration of the pandemic, travel restrictions and social distancing in the United States and other countries, business closures or business disruptions and the effectiveness of actions taken in the United States and other countries to contain and treat the disease.

#### **Risks Related to the Discovery and Development of Our Product Candidates**

***Our product candidates are in early stages of development and may fail or suffer delays that materially and adversely affect their commercial viability. If we are unable to advance our product candidates through clinical development, obtain regulatory approval and ultimately commercialize such product candidates, or experience significant delays in doing so, our business will be materially harmed.***

We are very early in our development efforts, with three product candidates, ciforadenant, CPI-006 and CPI-818, currently in early stage clinical development for multiple indications. We have no products on the market and our ability to achieve and sustain profitability depends on obtaining regulatory approvals for and successfully commercializing our product candidates, either alone or with third parties. Before obtaining regulatory approval for the commercial distribution of our product candidates, we or our collaborator must conduct extensive preclinical tests and clinical trials to demonstrate sufficient safety and efficacy of our product candidates in patients.

As a result, we may not have the financial resources to continue development of, or to modify existing or enter into new collaborations for, a product candidate if we experience any issues that delay or prevent regulatory approval of, or our ability to commercialize, product candidates, including:

- negative or inconclusive results from our clinical trials, the clinical trials of our collaborators, including Angel Pharmaceuticals, or the clinical trials of others for product candidates similar to ours, leading to a decision or requirement to conduct additional preclinical testing or clinical trials or abandon a program;

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- whether our current Phase 1 clinical trial of CPI-006 is successful and warrants our pursuing a further clinical trial;
- product-related side effects experienced by participants in our clinical trials, the clinical trials of our collaborators or by individuals using drugs or therapeutic biologics similar to our product candidates;
- the extent to which the COVID-19 coronavirus may impact our clinical trials;
- delays in submitting INDs or comparable foreign applications or delays or failure in obtaining the necessary approvals from regulators to commence a clinical trial, or a suspension or termination of a clinical trial once commenced;
- conditions imposed by the United States Food and Drug Administration (“FDA”) or comparable foreign authorities regarding the scope or design of our clinical trials;
- delays in enrolling research subjects in clinical trials;
- high drop-out rates of research subjects;
- inadequate supply or quality of product candidate components or materials or other supplies necessary for the conduct of our clinical trials or the clinical trials of our collaborators;
- greater than anticipated clinical trial costs;
- delay in the development or approval of companion diagnostic tests for our product candidates;
- unfavorable FDA or other regulatory agency inspection and review of a clinical trial site;
- failure of our third-party contractors or investigators to comply with regulatory requirements or otherwise meet their contractual obligations in a timely manner, or at all;
- delays and changes in regulatory requirements, policy and guidelines, including the imposition of additional regulatory oversight around clinical testing generally or with respect to our technology in particular; or
- varying interpretations of data by the FDA and similar foreign regulatory agencies.

In addition, disruptions at the FDA and other regulatory agencies that are unrelated to our company or our products could also cause delays to the regulatory approval process for our products. For example, over the last several years, including from December 2018 into January 2019, the U.S. government has shut down several times and certain regulatory agencies, including the FDA, have had to furlough critical employees and stop critical activities. If a prolonged government shutdown occurs, it could significantly impact the ability of the FDA to timely review and process our regulatory submissions.

We could find that the product candidates we or our collaborators pursue are not safe or effective. Furthermore, if one or more of our product candidates, particularly in relation to the adenosine pathway, generally prove to be ineffective, unsafe or commercially unviable, the development of our entire platform and pipeline could be delayed, potentially permanently. Any of these occurrences may materially and adversely affect our business, financial condition, results of operations and prospects.

Of the large number of drugs in development in the pharmaceutical industry, only a small percentage result in the submission of a New Drug Application (“NDA”) or Biologics License Application (“BLA”) to the FDA or

comparable marketing applications to foreign regulatory authorities, and even fewer are approved for commercialization. Furthermore, even if we do receive regulatory approval to market ciforadenant, CPI-006 or CPI-818, any such approval may be subject to limitations on the indicated uses for which we may market the product. Accordingly, even if we are able to obtain the requisite financing to continue to fund our development programs, we cannot assure our stockholders that ciforadenant, CPI-006 or CPI-818 will be successfully developed or commercialized. If we or any of our existing or potential future collaborators are unable to develop, or obtain regulatory approval for, or, if approved, successfully commercialize ciforadenant, CPI-006 or CPI-818, we may not be able to generate sufficient revenue to continue our business.

***Clinical drug development involves a lengthy and expensive process with an uncertain outcome, and the results of preclinical studies and early clinical trials are not necessarily predictive of future results. Any product candidate we or any of our existing or potential future collaborators advance into clinical trials, including ciforadenant, CPI-006 and CPI-818, may not have favorable results in later clinical trials, if any, or receive regulatory approval.***

Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. Failure can occur at any time during the clinical trial process. The results of preclinical studies and early clinical trials of our product candidates may not be predictive of the results of later-stage clinical trials. Product candidates in later stages of clinical trials may fail to show the desired safety and efficacy traits despite having progressed through preclinical studies and initial clinical trials. A number of companies in the biopharmaceutical industry have suffered significant setbacks in advanced clinical trials due to lack of efficacy or adverse safety profiles, notwithstanding promising results in earlier trials.

Furthermore, our ongoing and planned clinical trials will need to demonstrate sufficient safety and efficacy for approval by regulatory authorities in larger patient populations. Since the initiation of our Phase 1/1b clinical trial in January 2016, ciforadenant has been administered to more than 300 cancer patients and, while it has generally been well tolerated, there have been possibly drug-related or drug-related serious adverse events observed during the trial, and limited information is available concerning long-term safety and efficacy. It remains possible that patients enrolled in our Phase 1/1b clinical trial or our amended Phase 1b/2 clinical trial for ciforadenant could respond in unexpected ways. Our Phase 1/1b and our amended Phase 1b/2 clinical trials are conducted in patients with advanced cancers who have failed other approved therapies for their disease, and as such, it may be difficult to establish safety and efficacy in this type of patient population. Furthermore, a portion of our Phase 1/1b clinical trial, our amended Phase 1b/2 clinical trial and Genentech's Phase 1b/2 clinical trial under our collaboration agreement, includes the administration of ciforadenant in combination with Genentech's cancer immunotherapy, Tecentriq, which could exacerbate immune system related adverse events, cause increased toxicity or otherwise lead to unexpected adverse events. As a result, there can be no assurance that the results of historical clinical studies of ciforadenant conducted by third parties or the results of our clinical studies to-date will be indicative of the ongoing results of our Phase 1/1b clinical trial or amended Phase 1b/2 clinical trial, Genentech's Phase 1b/2 clinical trial or any future clinical trial of ciforadenant.

In March 2018, we began enrolling patients in our Phase 1/1b trial evaluating CPI-006. The protocol is designed to enroll successive cohorts of patients with advanced cancers who will receive increasing doses of CPI-006 both alone, or in combination with ciforadenant or an anti-PD-1. CPI-006 has been well tolerated in the clinical trial at doses up to 24 mg/kg, although a limited number of patients have been enrolled and the follow-up period has necessarily been short, and we have observed one patient with Grade 3 anemia. We have seen 1 patient develop Grade 3 hyponatremia at a dose of 24 mg/kg. However, CD73 is involved in several physiological systems and the administration of anti-CD73 antibodies such as CPI-006 could result in unforeseen safety issues. Similar to our Phase 1/1b clinical trial of ciforadenant, it is possible that patients enrolled in our Phase 1/1b clinical trial for CPI-006 could respond in unexpected ways and that the administration of CPI-006 in combination with ciforadenant and pembrolizumab could exacerbate immune system related adverse events. As a result, there can be no assurance that we will be able to establish the safety and efficacy of CPI-006 or that we will be able to successfully complete our Phase 1/1b clinical trial.

In July 2020, we initiated a Phase 1 clinical trial with CPI-006 in hospitalized COVID-19 patients. The protocol is designed to enroll successive cohorts of patients with mild to moderate symptoms who will receive increasing doses of CPI-006. While we have enrolled over 90 patients in our CPI-006 Phase 1/1b clinical cancer trial at higher doses, COVID-19 is a different disease, is poorly understood and involves multiple organ dysfunction. As a result, there may be



unforeseen safety issues and there can be no assurance that we will be able to successfully complete our Phase 1 clinical trial.

In March 2019, we initiated a multi-center Phase 1/1b clinical trial evaluating CPI-818 in patients with various malignant T-cell lymphomas. Similar to our clinical trials of ciforadenant and CPI-006, it is possible that patients enrolled in our Phase 1/1b clinical trial for CPI-818 could respond in unexpected ways.

Under our collaboration with Angel Pharmaceuticals, it will be responsible for the clinical development and commercialization, including all related expenses, of the licensed pipeline programs in China, and for the pre-clinical BTK program globally. It plans to initiate clinical trials in China for ciforadenant, CPI-006 and CPI-818 in the next 12 to 18 months and such trials will be subject to many of the same risks as our ongoing clinical programs.

For the foregoing reasons, we cannot be certain that our ongoing or planned clinical trials or any other future clinical trials will be successful. Any safety concerns observed in any one of our clinical trials in our targeted indications could limit the prospects for regulatory approval of our product candidates in those and other indications, which could have a material adverse effect on our business, financial condition and results of operations.

***Any termination or suspension of, or delays in the commencement or completion of, our planned clinical trials could result in increased costs to us, delay or limit our ability to generate revenue and adversely affect our commercial prospects.***

Before we can initiate clinical trials in the United States for any of our product and development candidates, we must submit the results of preclinical testing to the FDA along with other information, including information about product candidate chemistry, manufacturing and controls and our proposed clinical trial protocol, as part of an IND application. In addition, we may rely in part on preclinical, clinical and quality data generated by clinical research organizations (“CROs”) and other third parties for regulatory submissions for our product candidates. If these third parties do not make timely regulatory submissions for our product candidates, it will delay our plans for our clinical trials. If those third parties do not make this data available to us, we will likely have to develop all necessary preclinical and clinical data on our own, which will lead to significant delays and increase development costs of the product candidate. In addition, the FDA may require us to conduct additional preclinical testing for any product candidate before it allows us to initiate clinical testing under any IND, which may lead to additional delays and increase the costs of our preclinical development. Delays in the completion of our planned clinical trials for product candidates could significantly affect our product development costs.

While we initiated our Phase 1/1b clinical trial for ciforadenant in January 2016, our Phase 1/1b clinical trial for CPI-006 in cancer in March 2018, our Phase 1/1b clinical trial for CPI-818 in March 2019 and our Phase 1 clinical trial for CPI-006 for COVID-19 patients in July 2020, we do not know whether any of our other planned trials, including our planned pivotal trial of ciforadenant in advanced refractory RCC or our planned pivotal trial of CPI-006 in hospitalized COVID-19 patients, will begin on time in the future or whether any of our trials will be completed on schedule, if at all. The commencement and completion of clinical trials can be delayed for a number of reasons, including delays related to:

- the FDA failing to grant permission to proceed or placing the clinical trial on hold;
- subjects failing to enroll or remain in our trial at the rate we expect;
- subjects choosing an alternative treatment or vaccine for the indication for which we are developing ciforadenant, CPI-006, CPI-818 or other product candidates, or participating in competing clinical trials;
- lack of adequate funding to continue the clinical trial;
- subjects experiencing severe or unexpected drug-related adverse effects;

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- a facility manufacturing ciforadenant, CPI-006, CPI-818, any of our other product candidates or any of their components being ordered by the FDA or other regulatory authorities to temporarily or permanently shut down due to violations of good manufacturing practice (“cGMP”) regulations or other applicable requirements, or infections or cross-contaminations of product candidates in the manufacturing process;
- any changes to our manufacturing process that may be necessary or desired;
- any failure or delay in reaching an agreement with CROs and clinical trial sites;
- third-party clinical investigators losing the licenses or permits necessary to perform our clinical trials, not performing our clinical trials on our anticipated schedule or consistent with the clinical trial protocol, good clinical practices (“GCP”) or regulatory requirements or other third parties not performing data collection or analysis in a timely or accurate manner;
- third-party contractors becoming debarred or suspended or otherwise penalized by the FDA or other government or regulatory authorities for violations of regulatory requirements, in which case we may need to find a substitute contractor, and we may not be able to use some or all of the data produced by such contractors in support of our marketing applications;
- one or more Institutional Review Boards (“IRBs”) refusing to approve, suspending or terminating the trial at an investigational site, precluding enrollment of additional subjects, or withdrawing its approval of the trial; or
- patients failing to complete a trial or return for post-treatment follow-up.

In addition, disruptions caused by the COVID-19 pandemic may increase the likelihood that we encounter such difficulties or delays in initiating, enrolling, conducting or completing our planned and ongoing clinical trials. We could also encounter delays if a clinical trial is suspended or terminated by us, by the IRBs of the institutions in which such trials are being conducted, by the Data Safety Monitoring Board for such trial or by the FDA or other regulatory authorities. Such authorities may impose such a suspension or termination due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA or other regulatory authorities resulting in the imposition of a clinical hold, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a drug, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial. In addition, changes in regulatory requirements and policies may occur, and we may need to amend clinical trial protocols to comply with these changes. Amendments may require us to resubmit our clinical trial protocols to IRBs for reexamination, which may impact the costs, timing or successful completion of a clinical trial.

If we experience delays in the completion of, or termination of, any clinical trial of our product candidates, the commercial prospects of our product candidates will be harmed, and our ability to generate product revenues from any of these product candidates will be delayed. In addition, any delays in completing our clinical trials will increase our costs, slow down our product candidate development and approval process and jeopardize our ability to commence product sales and generate revenues. See also the risk factor below titled “If we encounter difficulties enrolling subjects in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.”

In addition, many of the factors that cause, or lead to, termination or suspension of, or a delay in the commencement or completion of, clinical trials may also ultimately lead to the denial of regulatory approval of a product candidate. For example, if we make manufacturing or formulation changes to our product candidates, we may need to conduct additional studies to bridge our modified product candidates to earlier versions. Further, if one or more clinical trials are delayed, our competitors may be able to bring products to market before we do, and the commercial viability of ciforadenant, CPI-006, CPI-818 or other product candidates could be significantly reduced. Any of these occurrences may harm our business, financial condition and prospects significantly.

***Interim “top-line” and preliminary data from our clinical trials that we announce or publish from time to time may change as more patient data become available and are subject to audit and verification procedures that could result in material changes in the final data.***

From time to time, we may publicly disclose interim, top-line or preliminary data from our clinical trials, which is based on a preliminary analysis of then-available data, and the results and related findings and conclusions are subject to change following a more comprehensive review of the data related to the particular study or trial. We also make assumptions, estimations, calculations and conclusions as part of our analyses of data, and we may not have received or had the opportunity to fully and carefully evaluate all data. As a result, the top-line or preliminary results that we report may differ from future results of the same studies, or different conclusions or considerations may qualify such results, once additional data have been received and fully evaluated. Top-line or preliminary data also remain subject to audit and verification procedures that may result in the final data being materially different from the top-line or preliminary data we previously published. As a result, top-line and preliminary data should be viewed with caution until the final data are available.

From time to time, we may also disclose interim data from our preclinical studies and clinical trials. For instance, in September and October 2020, we reported interim data from our Phase 1 clinical trial of CPI-006 for the treatment of COVID-19. Interim data from clinical trials that we may complete are subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more patient data become available. Adverse differences between interim data and final data could significantly harm our business prospects. Further, disclosure of interim data by us or by our competitors could result in volatility in the price of our common stock.

Further, others, including regulatory agencies, may not accept or agree with our assumptions, estimates, calculations, conclusions or analyses or may interpret or weigh the importance of data differently, which could impact the value of the particular program, the approvability or commercialization of the particular product candidate or product and our company in general. In addition, the information we choose to publicly disclose regarding a particular study or clinical trial is based on what is typically extensive information, and you or others may not agree with what we determine is material or otherwise appropriate information to include in our disclosure.

If the interim, top-line or preliminary data that we report differ from actual results, or if others, including regulatory authorities, disagree with the conclusions reached, our ability to obtain approval for, and commercialize, our product candidates may be harmed, which could harm our business, operating results, prospects or financial condition.

***Our product candidates are subject to extensive regulation, compliance with which is costly and time consuming, and such regulation may cause unanticipated delays or prevent the receipt of the required approvals to commercialize our product candidates.***

The clinical development, manufacturing, labeling, storage, record-keeping, advertising, promotion, import, export, marketing and distribution of our product candidates are subject to extensive regulation by the FDA in the United States and by comparable authorities in foreign markets. In the United States, we are not permitted to market our product candidates until we receive regulatory approval from the FDA. The process of obtaining regulatory approval is expensive, often takes many years and can vary substantially based upon the type, complexity and novelty of the product candidates involved, as well as the target indications and patient population. Approval policies or regulations may change, and the FDA has substantial discretion in the drug approval process, including the ability to delay, limit or deny approval of a product candidate for many reasons. Despite the time and expense invested in clinical development of product candidates, regulatory approval is never guaranteed.

The FDA or comparable foreign regulatory authorities, including in China, can delay, limit or deny approval of a product candidate for many reasons, including:

- such authorities may disagree with the design or implementation of our or any of our existing or potential future collaborators’ clinical trials;

- we or any of our existing or potential future collaborators may be unable to demonstrate to the satisfaction of the FDA or other regulatory authorities that a product candidate is safe and effective for any indication;
- such authorities may not accept clinical data from trials which are conducted at clinical facilities or in countries where the standard of care is potentially different from that of the United States;
- we or any of our existing or potential future collaborators may be unable to demonstrate that a product candidate's clinical and other benefits outweigh its safety risks;
- such authorities may disagree with our interpretation of data from preclinical studies or clinical trials;
- approval may be granted only for indications that are significantly more limited than what we apply for and/or with other significant restrictions on distribution and use;
- such authorities may find deficiencies in the manufacturing processes or facilities of third-party manufacturers with which we or any of our existing or potential future collaborators contract for clinical and commercial supplies; or
- the approval policies or regulations of such authorities may significantly change in a manner rendering our or any of our existing or potential future collaborators' clinical data insufficient for approval.

With respect to foreign markets, approval procedures vary among countries and, in addition to the foregoing risks, may involve additional product testing, administrative review periods and agreements with pricing authorities. In addition, events raising questions about the safety of certain marketed pharmaceuticals may result in increased cautiousness by the FDA and comparable foreign regulatory authorities, including in China, in reviewing new drugs based on safety, efficacy or other regulatory considerations and may result in significant delays in obtaining regulatory approvals. Any delay in obtaining, or inability to obtain, applicable regulatory approvals would prevent us or any of our existing or potential future collaborators from commercializing our product candidates.

***We are conducting clinical trials for ciforadenant, CPI-006 and CPI-818, and we and Angel Pharmaceuticals may in the future, conduct additional clinical trials of product candidates, at sites outside the United States, and the FDA may not accept data from trials conducted in foreign locations.***

We are currently conducting our clinical trial for ciforadenant at leading medical centers in the United States, Australia and Canada. We are also conducting our clinical trials for CPI-006 in the United States and Australia and for CPI-818 in the United States, Australia and South Korea, and may in the future add additional clinical sites outside the United States. In addition, Angel Pharmaceuticals currently intends to initiate clinical trials in China for ciforadenant, CPI-006 and CPI-818 in the next 12 to 18 months, and we expect its clinical trial activity in China to be part of our planned global pivotal study for ciforadenant. While the FDA may accept data from clinical trials conducted outside the United States, acceptance of this data is subject to certain conditions imposed by the FDA. For example, the clinical trial must be well designed and conducted in accordance with GCP requirements, and the FDA must be able to validate the clinical trial data through an on-site inspection, if necessary. If a marketing application is based solely on foreign clinical data, the FDA also requires such data to be applicable to the U.S. population and U.S. medical practice, and for the clinical trials to have been performed by clinical investigators of recognized competence. There can be no assurance the FDA will accept data from trials conducted outside of the United States, including any trials conducted by us or Angel Pharmaceuticals. If the FDA does not accept the data from our or Angel Pharmaceuticals' clinical trials for ciforadenant, CPI-006 or CPI-818, or any other product candidates, it would likely result in the need for additional trials, which would be costly and time-consuming and delay or permanently halt our development of ciforadenant, CPI-006, CPI-818 or any other product candidates.

***If we are required by the FDA to obtain approval of a companion diagnostic device in connection with approval of one of our product candidates, and we do not obtain or face delays in obtaining FDA approval of a companion diagnostic device, we will not be able to commercialize the product candidate and our ability to generate revenue will be materially impaired.***

According to FDA guidance, if the FDA determines that a companion diagnostic device is essential to the safe and effective use of a novel therapeutic product or indication, the FDA generally will not approve the therapeutic product or new therapeutic product indication if the companion diagnostic is not also approved or cleared for that indication. We plan to collaborate with patient diagnostic companies during our clinical trial enrollment process to help identify patients with tumor gene alterations that we believe are most likely to respond to our product candidates. If a satisfactory companion diagnostic is not commercially available, we may be required to create or obtain one that would be subject to regulatory approval requirements. The process of obtaining or creating such diagnostic is time consuming and costly.

Companion diagnostics are developed in conjunction with clinical programs for the associated product and are subject to regulation as medical devices by the FDA and comparable foreign regulatory authorities, and, to date, the FDA has required premarket approval of all companion diagnostics for cancer therapies. Generally, when a companion diagnostic is essential to the safe and effective use of a therapeutic product, the FDA requires that the companion diagnostic be approved before or concurrent with approval of the therapeutic product and before a product can be commercialized. The approval of a companion diagnostic as part of the therapeutic product's labeling limits the use of the therapeutic product to only those patients who express the specific genetic alteration that the companion diagnostic was developed to detect.

If the FDA or a comparable foreign regulatory authority requires approval of a companion diagnostic for any of our product candidates, whether before or after the product candidate obtains marketing approval, we and/or third-party collaborators may encounter difficulties in developing and obtaining approval for these companion diagnostics. Any delay or failure by us or third-party collaborators to develop or obtain regulatory approval of a companion diagnostic could delay or prevent approval or continued marketing of our related product candidates. We may also experience delays in developing a sustainable, reproducible and scalable manufacturing process for the companion diagnostic or in transferring that process to commercial partners or negotiating insurance reimbursement plans, all of which may prevent us from completing our clinical trials or commercializing our product candidates, if approved, on a timely or profitable basis, if at all.

***If we encounter difficulties enrolling subjects in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.***

Subject enrollment, a significant factor in the timing of clinical trials, is affected by many factors including the size and nature of the patient population, the proximity of patients to clinical sites, the eligibility criteria for the trial, the design of the clinical trial, the risk that enrolled patients will not complete a clinical trial, our ability to recruit clinical trial investigators with the appropriate competencies and experience, competing clinical trials and clinicians' and patients' perceptions as to the potential advantages of the product candidate being studied in relation to other available therapies, including any new drugs that may be approved for the indications we are investigating. We will be required to identify and enroll a sufficient number of subjects for each of our clinical trials. Potential subjects for any planned clinical trials may not be adequately diagnosed or identified with the diseases which we are targeting or may not meet the entry criteria for our studies. We also may encounter difficulties in identifying and enrolling subjects with a stage of disease appropriate for our planned clinical trials. We may not be able to initiate or continue clinical trials if we are unable to locate a sufficient number of eligible subjects to participate in the clinical trials required by the FDA or other foreign regulatory agencies. In addition, the process of finding and diagnosing subjects may prove costly.

In our ongoing trial of ciforadenant, we have enrolled over 300 patients with many different types of cancer and the disease-specific cohorts for renal cell cancer and prostate cancer are continuing to enroll. We have also added patients with various cancers to investigate higher doses of our drug as part of a protocol amendment. Lung cancer patients are also in the follow-up phase in a Phase 1b/2 clinical trial being conducted by Genentech under our collaboration agreement. We are also enrolling patients with many different types of cancer in our Phase 1/1b clinical

trial of CPI-006 and patients with many different types of T-cell lymphomas in our Phase 1/1b clinical trial of CPI-818. We are also enrolling hospitalized COVID-19 patients in a Phase 1 clinical trial of CPI-006. If patients are unwilling to participate in our studies for any reason, including the existence of competitive clinical trials for similar patient populations, the availability of approved therapies or negative perceptions of the safety or efficacy of our product candidates, the timeline for recruiting subjects, conducting studies and obtaining regulatory approval of our product candidates may be delayed. Our inability to enroll a sufficient number of subjects for any of our future clinical trials would result in significant delays or may require us to abandon one or more clinical trials altogether.

We believe we have appropriately considered the above factors in our trials when determining expected clinical trial timelines, but we cannot assure our stockholders that our assumptions are correct or that we will not experience delays in enrollment, which would result in the delay of completion of such trials beyond our expected timelines. Furthermore, the COVID-19 pandemic could significantly affect enrollment in our future and planned clinical trials to an extent that we have not considered within our expected timelines.

***The occurrence of serious complications or side effects in connection with use of our product candidates, either in clinical trials or post-approval, could lead to discontinuation of our clinical development programs, refusal of regulatory authorities to approve our product candidates or, post-approval, revocation of marketing authorizations or refusal to approve new indications, which could severely harm our business, prospects, operating results and financial condition.***

During the conduct of clinical trials, patients report changes in their health, including illnesses, injuries and discomforts, to their study doctor. Often, it is not possible to determine whether or not the product candidate being studied caused these conditions. It is possible that as we test our product candidates in larger, longer and more extensive clinical programs with different dosing regimens and in combination with other immunotherapies, or as use of these product candidates becomes more widespread if they receive regulatory approval, illnesses, injuries, discomforts and other adverse events that were observed in earlier trials, as well as conditions that did not occur or went undetected in previous trials, will be reported by subjects. For example, possibly drug-related or drug-related serious adverse events have been observed during our Phase 1/1b clinical trial and our amended Phase 1b/2 clinical trial in patients receiving combination therapy with ciforadenant and Tecentriq include hemolytic anemia, encephalitis, hepatitis, pneumonitis, mucositis, myocarditis and dermatitis. Other toxicities observed during our Phase 1/1b clinical trial and our amended Phase 1b/2 clinical trial were mild and are commonly seen in patients with advanced cancers, such as nausea, vomiting, fatigue, rash, diarrhea, fever, abdominal pain, cough, constipation and decreased appetite. Other immune-oncology drugs also have been found occasionally to induce immune related toxicities such as colitis, hepatitis, pneumonitis, meningitis, myocarditis and various endocrine diseases. Such side effects could also be exacerbated when ciforadenant is administered in combination with Tecentriq which is provided for in a portion of our Phase 1/1b clinical trial and amended Phase 1b/2 clinical trial as well as in Genentech's Phase 1b/2 clinical trial under our collaboration agreement, or when ciforadenant is administered in higher doses, which we added as part of a protocol amendment.

In March 2018, we began enrolling patients in our Phase 1/1b clinical trial evaluating CPI-006. We have completed the dose escalation stage where patients receive CPI-006 alone and in combination with ciforadenant and we recently selected the recommended dose of 18 mg/kg and initiated the disease expansion phase in both the monotherapy and the combination arm with ciforadenant of our CPI-006 clinical trial. We are also enrolling patients in the dose escalation phase in the pembrolizumab combination arm of the trial. We expect that successive cohorts of enrolled patients will receive increasing doses of CPI-006 in combination with pembrolizumab or in combination with ciforadenant and pembrolizumab. To date, although only a limited number of patients have been enrolled and the follow-up period has been short. No dose-limiting toxicities have been observed at doses up to and including 18 mg/kg. In July 2020, we began enrolling COVID-19 patients in a Phase 1 clinical trial of CPI-006. To date, no serious adverse events have been observed, however, the follow-up period has necessarily been short. COVID-19 is a poorly understood disease with multiple organ dysfunction and potential adverse effects of CPI-006 in these patients may be difficult to predict.

In March 2019, we initiated a multi-center Phase 1/1b clinical trial evaluating CPI-818 in patients with various malignant T-cell lymphomas and have completed enrollment in the dose escalation portion of the trial. To date, a limited number of patients have been enrolled and, although no serious adverse events have been observed, the follow-up period has necessarily been short.

Many times side effects are only detectable after investigational products are tested in large-scale, Phase 3 clinical trials or, in some cases, after they are made available to patients on a commercial scale after approval. Results of our current clinical trials and any future clinical trials we undertake could reveal a high and unacceptable severity and prevalence of these or other side effects. In such an event, our trials could be suspended or terminated, and the FDA or comparable foreign regulatory authorities could order us to cease further development of or deny approval of our product candidates for any or all targeted indications. Drug-related side effects could affect patient recruitment or the ability of enrolled patients to complete the trial or result in potential product liability claims. Any of these occurrences may harm our business, financial condition and prospects significantly.

In addition, if one or more of our product candidates receives marketing approval, and we or others later identify undesirable side effects caused by such products, a number of potentially significant negative consequences could result, including:

- regulatory authorities may withdraw approvals of such product;
- regulatory authorities may require additional warnings on the label;
- we may be required to create a medication guide outlining the risks of such side effects for distribution to patients;
- we could be sued and held liable for harm caused to patients; and
- our reputation may suffer.

Any of these events could prevent us from achieving or maintaining market acceptance of the particular product candidate, if approved, and could significantly harm our business, results of operations and prospects.

***We may not be successful in our efforts to identify or discover additional product candidates.***

The success of our business depends primarily upon our ability to develop and commercialize ciforadenant, CPI-006 and CPI-818. Although ciforadenant, CPI-006 and CPI-818 are currently in clinical development, our research programs may fail to identify other potential product candidates, or advance them into and through clinical development for a number of reasons. Our research methodology may be unsuccessful in identifying other potential product candidates or our other potential product candidates may be shown to have harmful side effects or may have other characteristics that may make the products unmarketable or unlikely to receive marketing approval. It may also take greater human and financial resources to identify additional therapeutic opportunities for our product candidates or to develop suitable potential product candidates through our research programs than we will possess, thereby limiting our ability to diversify and expand our product candidate portfolio.

**Risks Related to Our Reliance on Third Parties**

***We rely, and expect to continue to rely, on third parties to conduct our clinical trials. If these third parties do not meet our deadlines or otherwise conduct the trials as required, our clinical development programs could be delayed or unsuccessful and we may not be able to obtain regulatory approval for or commercialize our product candidates when expected, or at all.***

We do not have the ability to conduct all aspects of our preclinical testing or clinical trials ourselves. As a result, we are dependent on third parties to conduct our Phase 1/1b clinical trial and our amended Phase 1b/2 clinical trial for ciforadenant, our Phase 1/1b and Phase 1 clinical trials for CPI-006, and our Phase 1/1b clinical trial for CPI-818, and expect to continue to be dependent on third parties to conduct any future clinical studies of ciforadenant, CPI-006, CPI-818 and preclinical and clinical trials for our other product candidates. The timing of the initiation and completion of these trials will therefore be controlled by such third parties and may occur at times substantially different from our estimates. Specifically, we use and rely on medical institutions, clinical investigators, CROs and consultants to conduct

our trials in accordance with our clinical protocols and regulatory requirements. Such CROs, investigators and other third parties play a significant role in the conduct of these trials and subsequent collection and analysis of data, and we will control only certain aspects of their activities. Nevertheless, we are responsible for ensuring that each of our studies is conducted in accordance with the applicable protocol and legal, regulatory and scientific standards, and our reliance on the CROs and other third parties does not relieve us of our regulatory responsibilities. We and our CROs are required to comply with GCP requirements, which are regulations and guidelines enforced by the FDA, the Competent Authorities of the Member States of the European Economic Area (“EEA”) and comparable foreign regulatory authorities for all of our product candidates in clinical development.

Regulatory authorities enforce these GCPs through periodic inspections of trial sponsors, principal investigators and trial sites. If we or any of our CROs or trial sites fail to comply with applicable GCPs, the clinical data generated in our clinical trials may be deemed unreliable, and the FDA, EMA or comparable foreign regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. In addition, our clinical trials must be conducted with product produced under cGMP regulations. Our failure to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process.

There is no guarantee that any such CROs, investigators or other third parties will devote adequate time and resources to such trials or perform as contractually required. If any of these third parties fail to meet expected deadlines, adhere to our clinical protocols or meet regulatory requirements, or otherwise performs in a substandard manner, our clinical trials may be extended, delayed or terminated. These difficulties may be exacerbated as a result of the ongoing COVID-19 pandemic.

If any of our clinical trial sites terminates for any reason, including as a result of the COVID-19 pandemic, we may experience the loss of follow-up information on subjects enrolled in such clinical trials unless we are able to transfer those subjects to another qualified clinical trial site, which may be difficult or impossible.

In addition, principal investigators for our clinical trials may serve as scientific advisors or consultants to us from time to time and may receive cash or equity compensation in connection with such services. If these relationships and any related compensation result in perceived or actual conflicts of interest, or the FDA concludes that the financial relationship may have affected the interpretation of the study, the integrity of the data generated at the applicable clinical trial site may be questioned and the utility of the clinical trial itself may be jeopardized, which could result in the delay or rejection of any NDA or BLA we submit by the FDA. Any such delay or rejection could prevent us from commercializing ciforadenant, CPI-006, CPI-818 or our other product candidates.

***We rely on third parties to conduct some or all aspects of our manufacturing, research and preclinical and clinical testing, and these third parties may not perform satisfactorily.***

We do not expect to independently conduct all aspects of our manufacturing, research and preclinical and clinical testing. We currently rely, and expect to continue to rely, on third parties with respect to these items. If these third parties do not successfully carry out their contractual duties, meet expected deadlines or conduct our studies in accordance with regulatory requirements or our stated study plans and protocols, we may not be able to complete, or may be delayed in completing, the preclinical and clinical studies required to support future IND submissions and approval of our product candidates. These difficulties may be exacerbated as a result of the ongoing COVID-19 pandemic. Furthermore, any of these third parties may terminate its engagement with us at any time. If we need to enter into alternative arrangements, it could delay our product development activities, and we may not be able to negotiate alternative arrangements on commercially reasonable terms, or at all.

***We and our contract manufacturers are subject to significant regulation with respect to manufacturing our products and the contract manufacturers on which we rely may not continue to meet regulatory requirements.***

We do not currently have nor do we plan to acquire the infrastructure or internal capability to manufacture our clinical drug supplies for use in the conduct of our trials, and we lack the resources and the capability to manufacture any of our product candidates on a clinical or commercial scale. We currently rely on several different manufacturers who



supply different parts of the ciforadenant and CPI-818 molecules, on one manufacturer for CPI-006 drug substance and on other third-party manufacturers to produce our other product candidates.

All entities involved in the preparation of therapeutics for clinical studies or commercial sale, including our existing contract manufacturers for our product candidates, are subject to extensive regulation. Components of a finished therapeutic product approved for commercial sale or used in late-stage clinical studies must be manufactured in accordance with cGMP requirements. These regulations govern manufacturing processes and procedures, including record keeping, and the implementation and operation of quality systems to control and assure the quality of investigational products and products approved for sale. Poor control of production processes can lead to the introduction of adventitious agents or other contaminants, or to inadvertent changes in the properties or stability of our product candidates that may not be detectable in final product testing. We or our contract manufacturers must supply all necessary documentation in support of an NDA or BLA on a timely basis and must adhere to the FDA's Good Laboratory Practice regulations and cGMP regulations enforced by the FDA through its facilities inspection program. Our facilities and quality systems and the facilities and quality systems of some or all of our third-party contractors must pass a pre-approval inspection for compliance with the applicable regulations as a condition of regulatory approval of our product candidates or any of our other potential products. In addition, the regulatory authorities may, at any time, audit or inspect our manufacturing facilities or those of our third-party contractors involved with the preparation of our product candidates or the associated quality systems for compliance with the regulations applicable to the activities being conducted. We do not control the manufacturing process of, and are completely dependent on, our contract manufacturing partners for compliance with cGMPs.

The regulatory authorities also may, at any time following approval of a product for sale, audit the manufacturing facilities of our third-party contractors. If any such inspection or audit identifies a failure to comply with applicable regulations or if a violation of our product specifications or applicable regulations occurs independent of such an inspection or audit, we or the relevant regulatory authority may require remedial measures that may be costly and/or time-consuming for us or a third party to implement and that may include the temporary or permanent suspension of a clinical study or commercial sales or the temporary or permanent closure of a facility. Such violations could also result in civil and/or criminal penalties, and the FDA may impose regulatory sanctions including, among other things, refusal to approve a pending application for a new drug product or biologic product, revocation of a pre-existing approval or closing one or more manufacturing facilities.

In addition, if supply from an approved manufacturer is interrupted, there could be a significant disruption in commercial supply. An alternative manufacturer would need to be qualified through an NDA or BLA supplement which could result in further delay. The regulatory agencies may also require additional studies if a new manufacturer is relied upon for commercial production. Changing manufacturers may involve substantial costs and is likely to result in a delay in our desired clinical and commercial timelines.

***We, or our third-party manufacturers, may be unable to successfully scale-up manufacturing of our product candidates in sufficient quality and quantity, which would delay or prevent us from developing our product candidates and commercializing approved products, if any.***

In order to conduct clinical trials of our product candidates, we will need to manufacture them in large quantities. We, or any manufacturing partners, may be unable to successfully increase the manufacturing capacity for any of our product candidates in a timely or cost-effective manner, or at all. In addition, quality issues may arise during scale-up activities. If we or any manufacturing partners are unable to successfully scale up the manufacture of our product candidates in sufficient quality and quantity, the development, testing and clinical trials of that product candidate may be delayed or become infeasible, and regulatory approval or commercial launch of any resulting product may be delayed or not obtained, which could significantly harm our business.

In addition, the supply chain for the manufacturing of our product candidates is complicated and can involve several parties. If we were to experience any supply chain issues, including as a result of the COVID-19 pandemic, our product supply could be seriously disrupted. We expect that the logistical challenges associated with our supply chain will grow more complex as we expand enrollment in our clinical trials for CPI-006 and CPI-818 and as we commence any clinical trials for additional product candidates.

***Our reliance on third parties requires us to share our trade secrets, which increases the possibility that a competitor will discover them or that our trade secrets will be misappropriated or disclosed.***

Because we rely on third parties to research and develop and to manufacture our product candidates, we must share trade secrets with them. We seek to protect our proprietary technology in part by entering into confidentiality agreements and, if applicable, material transfer agreements, consulting agreements or other similar agreements with our advisors, employees, third-party contractors and consultants prior to beginning research or disclosing proprietary information. These agreements typically limit the rights of the third parties to use or disclose our confidential information, including our trade secrets. Despite the contractual provisions employed when working with third parties, the need to share trade secrets and other confidential information increases the risk that such trade secrets become known by our competitors, are inadvertently incorporated into the technology of others, or are disclosed or used in violation of these agreements. Given that our proprietary position is based, in part, on our know-how and trade secrets, a competitor's independent discovery of our trade secrets or other unauthorized use or disclosure would impair our competitive position and may have a material adverse effect on our business.

In addition, these agreements typically restrict the ability of our advisors, employees, third-party contractors and consultants to publish data potentially relating to our trade secrets, although our agreements may contain certain limited publication rights. For example, any academic institution that we may collaborate with in the future will likely expect to be granted rights to publish data arising out of such collaboration. In the future we may also conduct joint research and development programs that may require us to share trade secrets under the terms of our research and development or similar agreements. Despite our efforts to protect our trade secrets, our competitors may discover our trade secrets, either through breach of our agreements with third parties, independent development or publication of information by any of our third-party collaborators. A competitor's discovery of our trade secrets would impair our competitive position and have an adverse impact on our business.

#### **Risks Related to Commercialization of Our Product Candidates**

***If we are unable to commercialize our product candidates or if we experience significant delays in obtaining regulatory approval for, or commercializing, any or all of our product candidates, our business will be materially and adversely affected.***

Our ability to generate product revenue will depend heavily on our ability to successfully develop and commercialize our product candidates. We do not expect that such commercialization of any of our product candidates will occur for at least the next several years, if ever. Our ability to commercialize our product candidates effectively will depend on several factors, including the following:

- successful completion of preclinical studies and clinical trials, including the ability to demonstrate safety and efficacy of our product candidates;
- managing the complexity of our clinical trial designs;
- receipt of marketing approvals from the FDA and similar foreign regulatory authorities;
- establishing commercial manufacturing capabilities by making arrangements with third-party manufacturers;
- successfully launching commercial sales of any approved products, whether alone or in collaboration with others;
- acceptance of any approved products by patients, the medical community and third-party payors;
- establishing market share while competing with other therapies;

- a continued acceptable safety profile of any approved products;
- maintaining compliance with post-approval regulation and other requirements; and
- qualifying for, identifying, registering, maintaining, enforcing and defending intellectual property rights and claims covering our product candidates.

If we experience significant delays or an inability to commercialize our product candidates, our business, financial condition and results of operations will be materially adversely affected.

***If we do not achieve our projected development goals in the time frames we announce and expect, the commercialization of our products may be delayed and, as a result, our stock price may decline.***

We estimate the timing of the accomplishment of various scientific, clinical, regulatory and other product development goals, which we sometimes refer to as milestones. These milestones may include the commencement or completion of scientific studies and clinical trials and the submission of regulatory filings. From time to time, we may publicly announce the expected timing of some of these milestones. All of these milestones will be based on a variety of assumptions, and the actual timing of these milestones can vary dramatically compared to our estimates, in some cases for reasons beyond our control. For example, the COVID-19 pandemic has had a significant impact on the ability of biopharmaceutical companies to conduct clinical trials and, while we have not yet experienced delays resulting from the pandemic, there can be no assurance that we will be able to avoid such delays in the future. If we do not meet these milestones as publicly announced, the commercialization of our products may be delayed and, as a result, our stock price may decline.

***Any approved products could be subject to restrictions or withdrawal from the market, and we may be subject to penalties if we fail to comply with regulatory requirements or if we experience unanticipated problems with our product candidates, when and if any of them are approved.***

Following potential approval of any of our product candidates, the FDA may impose significant restrictions on a product's indicated uses or marketing or impose ongoing requirements for potentially costly and time consuming post-approval studies, post-market surveillance or clinical trials. Following approval, if any, of ciforadenant, CPI-006, CPI-818 or any other product candidate, such candidate will also be subject to ongoing FDA requirements governing the labeling, packaging, storage, distribution, safety surveillance, advertising, promotion, recordkeeping and reporting of safety and other post-market information. If we or a regulatory agency discovers previously unknown problems with a product, such as adverse events of unanticipated severity or frequency, or problems with the facility where the product is manufactured, a regulatory agency may impose restrictions on that product, the manufacturing facility or us, including requesting recall or withdrawal of the product from the market or suspension of manufacturing.

If we or the manufacturing facilities for ciforadenant, CPI-006, CPI-818 or any other product candidate that may receive regulatory approval, if any, fail to comply with applicable regulatory requirements, a regulatory agency may:

- issue warning letters or untitled letters;
- seek an injunction or impose civil or criminal penalties or monetary fines;
- suspend or withdraw regulatory approval;
- suspend any ongoing clinical trials;
- refuse to approve pending applications or supplements or applications filed by us;
- suspend or impose restrictions on operations, including costly new manufacturing requirements; or

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- seize or detain products, refuse to permit the import or export of product or request that we initiate a product recall.

The occurrence of any event or penalty described above may inhibit our ability to commercialize our product candidates and generate revenue.

The FDA has the authority to require a risk evaluation and mitigation strategy (“REMS”) as part of an NDA or BLA or after approval, which may impose further requirements or restrictions on the distribution or use of an approved drug, such as limiting prescribing to certain physicians or medical centers that have undergone specialized training, limiting treatment to patients who meet certain safe-use criteria and requiring treated patients to enroll in a registry.

In addition, if ciferadenant, CPI-006, CPI-818 or any of our other product candidates is approved, our product labeling, advertising and promotion will be subject to regulatory requirements and continuing regulatory review. The FDA strictly regulates the promotional claims that may be made about prescription products. In particular, a product may not be promoted for uses that are not approved by the FDA as reflected in the product’s approved labeling. If we receive marketing approval for a product candidate, physicians may nevertheless prescribe it to their patients in a manner that is inconsistent with the approved label. If we are found to have promoted such off-label uses, we may become subject to significant liability. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses, and a company that is found to have improperly promoted off-label uses may be subject to significant sanctions. The federal government has levied large civil and criminal fines against companies for alleged improper promotion and has enjoined several companies from engaging in off-label promotion. The FDA has also requested that companies enter into consent decrees or permanent injunctions under which specified promotional conduct is changed or curtailed.

Any government investigation of alleged violations of law could require us to expend significant time and resources in response, and could generate negative publicity. Any failure to comply with ongoing regulatory requirements may significantly and adversely affect our ability to commercialize our product candidates.

Further, the FDA’s policies may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained, which would adversely affect our business, prospects and ability to achieve or sustain profitability.

We also cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative or executive action, either in the United States or abroad. For example, certain policies of the Trump administration may impact our business and industry. Namely, the Trump administration has taken several executive actions, including the issuance of a number of Executive Orders, that could impose significant burdens on, or otherwise materially delay, FDA’s ability to engage in routine regulatory and oversight activities such as implementing statutes through rulemaking, issuance of guidance, and review and approval of marketing applications. It is difficult to predict how these Executive Orders will be implemented, and the extent to which they will impact the FDA’s ability to exercise its regulatory authority. If these executive actions impose constraints on FDA’s ability to engage in oversight and implementation activities in the normal course, our business may be negatively impacted.

***Disruptions at the FDA and other government agencies caused by funding shortages or global health concerns could hinder their ability to hire, retain or deploy key leadership and other personnel, or otherwise prevent new or modified products from being developed, approved or commercialized in a timely manner or at all, which could negatively impact our business.***

The ability of the FDA to review and/or approve new products can be affected by a variety of factors, including government budget and funding levels, statutory, regulatory, and policy changes, the FDA's ability to hire and retain key personnel and accept the payment of user fees, and other events that may otherwise affect the FDA's ability to perform routine functions. Average review times at the FDA have fluctuated in recent years as a result. In addition, government funding of other government agencies that fund research and development activities is subject to the political process, which is inherently fluid and unpredictable. Disruptions at the FDA and other agencies may also slow the time necessary for new drugs and biologics or modifications to approved drugs or biologics to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. For example, over the last several years, including for 35 days beginning on December 22, 2018, the U.S. government has shut down several times and certain regulatory agencies, such as the FDA, have had to furlough critical FDA employees and stop critical activities.

Separately, in response to the global COVID-19 pandemic, on March 10, 2020 the FDA announced its intention to postpone most inspections of foreign manufacturing facilities, and subsequently, on March 18, 2020, the FDA announced its intention to temporarily postpone routine surveillance inspections of domestic manufacturing facilities. Subsequently, on July 10, 2020 the FDA announced its intention to resume certain on-site inspections of domestic manufacturing facilities subject to a risk-based prioritization system. The FDA intends to use this risk-based assessment system to identify the categories of regulatory activity that can occur within a given geographic area, ranging from mission critical inspections to resumption of all regulatory activities. Regulatory authorities outside the United States may adopt similar restrictions or other policy measures in response to the COVID-19 pandemic. If a prolonged government shutdown occurs, or if global health concerns continue to prevent the FDA or other regulatory authorities from conducting their regular inspections, reviews, or other regulatory activities, it could significantly impact the ability of the FDA or other regulatory authorities to timely review and process our regulatory submissions, which could have a material adverse effect on our business.

***Even if we receive regulatory approval we still may not be able to successfully commercialize ciforadenant, CPI-006, CPI-818 or any other product candidate, and the revenue that we generate from sales, if any, could be limited.***

Even if ciforadenant, CPI-006, CPI-818 or any of our other product candidates receive regulatory approval, they may not gain market acceptance among physicians, patients, healthcare payors or the medical community. The degree of market acceptance of our product candidates will depend on a number of factors, including:

- demonstration of clinical efficacy and safety compared to other more-established products;
- the indications for which our product candidates are approved;
- the limitation of our targeted patient population and other limitations or warnings contained in any FDA-approved labeling;
- acceptance of a new formulation by healthcare providers and their patients;
- our ability to obtain and maintain sufficient third-party coverage and reimbursement from government healthcare programs, including Medicare and Medicaid, private health insurers and other third-party payors;
- the willingness of patients to pay out-of-pocket in the absence of third-party coverage and reimbursement;
- the prevalence and severity of any adverse effects;

- pricing and cost-effectiveness;
- the timing of market introduction of our product candidates as well as competitive drugs;
- the effectiveness of our or any of our existing or potential future collaborators' sales and marketing strategies; and
- unfavorable publicity relating to the product candidate.

If any product candidate is approved but does not achieve an adequate level of acceptance by physicians, hospitals, healthcare payors or patients, we may not generate sufficient revenue from that product candidate and may not become or remain profitable. Our efforts to educate the medical community and third-party payors regarding the benefits of ciforadenant, CPI-006, CPI-818 or any of our other product candidates may require significant resources and may never be successful.

***Failure to obtain or maintain adequate coverage and reimbursement for our product candidates, if approved, could limit our ability to market those products and decrease our ability to generate revenue.***

Successful commercial sales of any approved products will depend on the availability of adequate coverage and reimbursement from government health administration authorities, private health insurers and other third-party payors. Each third-party payor separately decides which products it will cover and establishes the reimbursement level, and there is no guarantee that any of our product candidates that may be approved for marketing by regulatory authorities will receive adequate coverage or reimbursement levels. Obtaining and maintaining coverage approval for a product candidate is time-consuming, costly and may be difficult. We may be required to conduct expensive pharmacoeconomic studies to justify coverage and reimbursement or the level of coverage and reimbursement relative to other therapies. If coverage and adequate reimbursement are not available or limited, we may not be able to successfully commercialize any product candidate for which we obtain marketing approval. Government authorities and third-party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular medications. Increasingly, third-party payors are requiring that drug companies provide them with predetermined discounts from list prices and are challenging the prices charged for drugs and biologics. Even if we obtain coverage for a given product, the resulting reimbursement rates may be inadequate and may affect the demand for, or the price of, any product candidate for which we obtain marketing approval.

***Recently enacted legislation, future legislation and healthcare reform measures may increase the difficulty and cost for us to obtain marketing approval for and commercialize our product candidates and affect the prices we may obtain.***

In the United States and some foreign jurisdictions, there have been, and we expect there will continue to be, a number of legislative and regulatory changes to the healthcare system, including cost-containment measures that may reduce or limit coverage and reimbursement for newly approved drugs and biologics and affect our ability to profitably sell any product candidates for which we obtain marketing approval.

For example, in March 2010, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, collectively referred to as the Affordable Care Act, was enacted with a goal of reducing the cost of healthcare and substantially changing the way healthcare is financed by both governmental and private insurers. The Affordable Care Act, among other things, subjected biological products to potential competition by lower-cost biosimilars; addressed a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted or injected; increased the minimum Medicaid rebates owed by manufacturers under the Medicaid Drug Rebate Program; extended the rebate program to individuals enrolled in Medicaid managed care organizations; established annual fees and taxes on manufacturers of certain prescription drugs; created a new Medicare Part D coverage gap discount program, in which manufacturers must agree to offer point-of-sale discounts off negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs to be covered

under Medicare Part D; and established a new Patient-Centered Outcomes Research Institute to oversee, identify priorities and conduct comparative clinical effectiveness research, along with funding for such research.

Since its enactment, there have been judicial and Congressional challenges to certain aspects of the Affordable Care Act, and we expect there will be additional challenges and amendments to the Affordable Care Act in the future. The current Presidential Administration and U.S. Congress has sought and will likely continue to seek to modify, repeal, or otherwise invalidate all, or certain provisions of, the Affordable Care Act. For example, the Tax Cuts and Jobs Act was enacted, which, among other things, removes penalties for not complying with the Affordable Care Act's individual mandate to carry health insurance. On December 14, 2018, a U.S. District Court Judge in the Northern District of Texas, ruled that the individual mandate is a critical and inseparable feature of the ACA, and therefore, because it was repealed as part of the Tax Act, the remaining provisions of the ACA are invalid as well. On December 18, 2019, the U.S. Court of Appeals for the 5th Circuit upheld the District Court's decision that the individual mandate was unconstitutional but remanded the case back to the District Court to determine whether the remaining provisions of the Affordable Care Act are invalid as well. On March 2, 2020, the U.S. Supreme Court granted the petitions for writs of certiorari to review the case, although it is unclear when a decision will be made or how the Supreme Court will rule. In addition, there may be other efforts to challenge, replace, modify, repeal, or otherwise invalidate the Affordable Care Act. We are continuing to monitor any changes to the Affordable Care Act that, in turn, may potentially impact our business in the future.

In addition, other legislative changes have been proposed and adopted in the United States since the Affordable Care Act was enacted. These new laws, among other things, included aggregate reductions of Medicare payments to providers of 2% per fiscal year that will remain in effect through 2030, with the exception of a temporary suspension from May 1, 2020 through December 31, 2020, unless additional Congressional action is taken. In addition, in January 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several types of providers, including hospitals, imaging centers and cancer treatment centers. Recently there has been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several Congressional inquiries and proposed bills designed to, among other things, reform government program reimbursement methodologies. Additionally, individual states in the United States have also become increasingly active in passing legislation and implementing regulations designed to control pharmaceutical product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing.

We expect that the Affordable Care Act, these new laws and other healthcare reform measures that may be adopted in the future may result in additional reductions in Medicare and other healthcare funding, more rigorous coverage criteria, new payment methodologies and additional downward pressure on the price that we receive for any approved product. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability or commercialize our product candidates, if approved.

In the European Union, similar political, economic and regulatory developments may affect our ability to profitably commercialize our product candidates, if approved. In addition to continuing pressure on prices and cost containment measures, legislative developments at the European Union or member state level may result in significant additional requirements or obstacles that may increase our operating costs. The delivery of healthcare in the European Union, including the establishment and operation of health services and the pricing and reimbursement of medicines, is almost exclusively a matter for national, rather than European Union, law and policy. National governments and health service providers have different priorities and approaches to the delivery of health care and the pricing and reimbursement of products in that context. In general, however, the healthcare budgetary constraints in most European Union member states have resulted in restrictions on the pricing and reimbursement of medicines by relevant health service providers. Coupled with ever-increasing European Union and national regulatory burdens on those wishing to develop and market products, this could prevent or delay marketing approval of our product candidates, restrict or regulate post-approval activities and affect our ability to commercialize our product candidates, if approved. In markets outside of the United States and European Union, reimbursement and healthcare payment systems vary significantly by country, and many countries have instituted price ceilings on specific products and therapies.

We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action in the United States, the European Union or any other jurisdiction. If we or any third parties we may engage are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we or such third parties are not able to maintain regulatory compliance, our product candidates may lose any regulatory approval that may have been obtained and we may not achieve or sustain profitability.

***Any product candidates for which we intend to seek approval as biologic products may face competition sooner than anticipated.***

The Affordable Care Act includes a subtitle called the Biologics Price Competition and Innovation Act of 2009 (“BPCIA”), which created an abbreviated approval pathway for biological products that are biosimilar to or interchangeable with an FDA-licensed reference biological product. Under the BPCIA, an application for a biosimilar product may not be submitted to the FDA until four years following the date that the reference product was first licensed by the FDA. In addition, the approval of a biosimilar product may not be made effective by the FDA until twelve years from the date on which the reference product was first licensed. During this twelve-year period of exclusivity, another company may still market a competing version of the reference product if the FDA approves a full BLA for the competing product containing the sponsor’s own preclinical data and data from adequate and well-controlled clinical trials to demonstrate the safety, purity and potency of its product. The law is complex and is still being interpreted and implemented by the FDA. Any processes adopted by the FDA to implement the BPCIA could have a material adverse effect on the future commercial prospects for our biological products.

Though ciforadenant and CPI-818 are small molecules and will not be regulated as biological products, CPI-006, which we are evaluating in a Phase 1/1b oncology clinical trial and a Phase 1 COVID-19 clinical trial, is a biological product. We believe that any of our future product candidates approved as a biological product under a BLA should qualify for the twelve-year period of exclusivity. However, there is a risk that this exclusivity could be shortened due to Congressional action or otherwise, or that the FDA will not consider our product candidates to be reference products for competing products, potentially creating the opportunity for generic competition sooner than anticipated. Other aspects of the BPCIA, some of which may impact the BPCIA exclusivity provisions, have also been the subject of recent litigation. Moreover, the extent to which a biosimilar, once approved, could be substituted for any one of our reference products in a way that is similar to traditional generic substitution for non-biological products will depend on a number of marketplace and regulatory factors that are still developing.

***We may fail to obtain orphan drug designations from the FDA for our product candidates, and even if we obtain such designations, we may be unable to maintain the benefits associated with orphan drug designation, including the potential for market exclusivity.***

Under the Orphan Drug Act, the FDA may grant orphan drug designation to a drug or biologic intended to treat a rare disease or condition, which is defined as one occurring in a patient population of fewer than 200,000 in the United States, or a patient population greater than 200,000 in the United States where there is no reasonable expectation that the cost of developing the drug or biologic will be recovered from sales in the United States. In the United States, orphan drug designation entitles a party to financial incentives such as opportunities for grant funding towards clinical trial costs, tax advantages and user-fee waivers. In addition, if a product that has orphan drug designation subsequently receives the first FDA approval for the disease for which it has such designation, the product is entitled to orphan drug exclusivity, which means that the FDA may not approve any other applications, including a full NDA or BLA, to market the same drug or biologic for the same indication for seven years, except in limited circumstances, such as a showing of clinical superiority to the product with orphan drug exclusivity or where the manufacturer is unable to assure sufficient product quantity.

While we have not obtained nor have we sought to obtain orphan designation for any product candidate, we believe many of the potential indications of our product candidates, if approved, could qualify for orphan drug designation. For instance, if ciforadenant, CPI-006 or CPI-818 is approved for the treatment of certain solid tumors with small patient populations, such as melanoma, renal or triple-negative breast cancer, it is possible that it could qualify for orphan drug designation with respect to such indications. As a result, we may seek to obtain orphan drug designation for



our product candidates for any qualifying indications they may be approved for in the future. Even if we obtain such designations, we may not be the first to obtain marketing approval of our product candidate for the orphan-designated indication due to the uncertainties associated with developing pharmaceutical products. In addition, exclusive marketing rights in the United States may be limited if we seek approval for an indication broader than the orphan-designated indication or may be lost if the FDA later determines that the request for designation was materially defective or if the manufacturer is unable to assure sufficient quantities of the product to meet the needs of patients with the rare disease or condition. Further, even if we obtain orphan drug exclusivity for a product, that exclusivity may not effectively protect the product from competition because different drugs with different active moieties can be approved for the same condition. Even after an orphan product is approved, the FDA can subsequently approve the same drug with the same active moiety for the same condition if the FDA concludes that the later drug is safer, more effective or makes a major contribution to patient care. Orphan drug designation neither shortens the development time or regulatory review time of a drug, nor gives the drug any advantage in the regulatory review or approval process. In addition, while we may seek orphan drug designation for our product candidates, we may never receive such designations.

***We may expend our limited resources to pursue a particular product candidate and fail to capitalize on product candidates that may be more profitable or for which there is a greater likelihood of success.***

Because we have limited financial and managerial resources, we focus on specific product candidates, including ciforadenant, CPI-006 and CPI-818. As a result, we may forgo or delay pursuit of opportunities with other product candidates that later prove to have greater commercial potential. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products or profitable market opportunities. Our spending on current and future research and development programs and product candidates for specific indications may not yield any commercially viable product candidates. If we do not accurately evaluate the commercial potential or target market for a particular product candidate, we may relinquish valuable rights to that product candidate through collaboration, licensing or other royalty arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights to such product candidate.

***We may not be successful in establishing and maintaining development or other strategic collaborations, which could adversely affect our ability to develop and commercialize product candidates.***

In connection with our Phase 1/1b clinical trial for ciforadenant, we entered into a clinical trial collaboration agreement with Genentech in October 2015. Pursuant to the agreement, Genentech provides access to, and supplies of, its cancer immunotherapy, Tecentriq, to be used in combination with ciforadenant during the clinical trial. The collaboration operates under a joint development committee with equal representation from both companies. In May 2017, we signed a second clinical trial collaboration agreement with Genentech. Under this second agreement, ciforadenant administered in combination with Tecentriq is being evaluated in a Phase 1b/2 randomized, controlled clinical study as second-line therapy in patients with non-small cell lung cancer who are resistant and/or refractory to prior therapy with an anti-PD-(L)1 antibody. However, we and Genentech each have the right to terminate the respective collaboration agreements due to material breach by either party, for safety considerations, if directed by a regulatory authority or if development of ciforadenant or Tecentriq is discontinued. If we fail to maintain these strategic collaborations with Genentech (1) the development of ciforadenant in combination with Tecentriq may be terminated or delayed; (2) our cash expenditures related to development of ciforadenant could increase significantly, and we may need to seek additional financing; (3) we may be required to hire additional employees or otherwise develop expertise for which we have not budgeted; (4) we will bear all of the risk related to the development of ciforadenant as a combination therapy; and (5) we will need to seek collaborations with other companies that have anti-PD-1 or anti-PD-L1 antibodies, which will significantly delay our development program and could have a material adverse effect on our business, financial condition and results of operations.

***We may form strategic alliances and collaborative partnerships in the future, and we may not realize the benefits of such alliances.***

In addition to our collaboration agreements with Genentech, we may form additional strategic alliances, create joint ventures or collaborations or enter into licensing arrangements with third parties that we believe will complement or augment our existing business, including for the continued development or commercialization of our product

candidates. These relationships may result in or include non-recurring and other charges, increased near- and long-term expenditures, the issuance of securities that dilute our existing stockholders or disruptions to our management and business. In addition, we face significant competition in seeking appropriate strategic partners, and the negotiation process is time-consuming and complex. Moreover, we may not be successful in our efforts to establish a strategic partnership or other alternative arrangements for our product candidates because third parties may view the risk of failure in future clinical trials as too significant or the commercial opportunity for our product candidates as too limited. We cannot be certain that, following a strategic transaction or license, we will achieve the revenue or specific net income that justifies such transaction.

Even if we are successful in our efforts to establish strategic alliances or collaborative partnerships, the terms that we agree upon may not be favorable to us, and we may not be able to maintain such strategic alliances or collaborative partnerships if, for example, development or approval of a product candidate is delayed, the safety of a product candidate is questioned or sales of an approved product candidate are unsatisfactory. In addition, any existing or potential future strategic alliances or collaborative partnerships may be terminable by our strategic partners, and we may not be able to adequately protect our rights under these agreements. Furthermore, strategic partners may negotiate for certain rights to control decisions regarding the development and commercialization of our product candidates, if approved, and may not conduct those activities in the same manner as we do. Any termination of strategic alliances or collaborative partnerships we enter into in the future, or any delay in entering into collaborative partnership agreements related to our product candidates, could delay the development and commercialization of our product candidates and reduce their competitiveness if they reach the market, which could have a material adverse effect on our business, financial condition and results of operations.

In October 2020, we formed Angel Pharmaceuticals with a group of investors in China to create a new China-based biopharmaceutical company with a mission to bring innovative quality medicines to Chinese patients for treatment of serious diseases including cancer, autoimmune diseases and infectious diseases. We granted Angel Pharmaceuticals a license to rights to develop and commercialize our three clinical-stage candidates – ciforadenant, CPI-006 and CPI-818 – in greater China and obtained global rights to our BTK inhibitor preclinical programs. While certain of our executive officers and directors will initially be on the board of directors of Angel Pharmaceuticals, we have limited control over it and so we will be subject to many of the same risks set forth above with respect to all collaborations. Angel Pharmaceuticals will also be subject to many of the same risks that are set forth in this “Risk Factors” section pertaining to operations, government regulation, and intellectual property, which may adversely affect Angel Pharmaceuticals’ ability to develop and commercialize products.

***We face competition from entities that have developed or may develop product candidates for cancer, including companies developing novel treatments and technology platforms. If these companies develop technologies or product candidates more rapidly than we do or their technologies are more effective, our ability to develop and successfully commercialize product candidates may be adversely affected.***

Our competitors have developed, are developing or will develop product candidates and processes competitive with our product candidates. Competitive therapeutic treatments include those that have already been approved and accepted by the medical community and any new treatments that enter the market. We believe that a significant number of products are currently under development, and may become commercially available in the future, for the treatment of conditions for which we may attempt to develop product candidates. In particular, there is intense and rapidly evolving competition in the immunoregulatory therapeutics field. Our competitors include larger and better funded pharmaceutical, biopharmaceutical, biotechnological and therapeutics companies. Moreover, we also compete with universities and other research institutions that may be active in oncology research and could be in direct competition with us. We also compete with these organizations to recruit management, scientists and clinical development personnel, which could negatively affect our level of expertise and our ability to execute our business plan. We will also face competition in establishing clinical trial sites, registering subjects for clinical trials and in identifying and in-licensing new product candidates. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies.

Kyowa Hakko Kirin has approval in Japan and the US for istradefylline, an A2A antagonist, in Parkinson’s disease. Within oncology, Novartis has announced an exclusive licensing agreement with Palobiofarma SL and is

conducting a Phase 1 trial with an A2A antagonist. AstraZeneca plc is conducting clinical trials with an A2A antagonist for use in cancer therapy. Merck KgaA has entered into a pre-clinical collaboration with Domain Therapeutics Inc. to develop programs targeting the adenosine pathway. In addition, Redoxtherapies, Inc., which was acquired by Juno Therapeutics and subsequently by Celgene, and Arcus Biosciences, Inc. are developing A2A receptor antagonists for cancer. Astra Zeneca, Bristol-Myers Squibb, and Novartis in partnership with Surface Oncology, Inc. have initiated clinical trials with anti-CD73 antibodies in cancer patients. More generally, in the field of immuno-oncology, there are large pharmaceutical companies with approved products or products in late-stage development that target other immune checkpoints, including PD-1, PD-L1 or CTLA-4. These companies include Bristol-Myers Squibb (nivolumab, ipilimumab), Merck (pembrolizumab), Genentech (atezolizumab) and AstraZeneca (durvalumab, tremelimumab). There is also intense competition to develop COVID-19 therapeutic drugs and vaccines, many of which are further along in clinical development than CPI-006. If any such therapeutic drugs or vaccines were to gain approval, the utility of CPI-006 as a therapeutic for the treatment of COVID-19 could be negated.

Many of our competitors have significantly greater financial, technical, manufacturing, marketing, sales and supply resources or experience than we do. If we successfully obtain approval for any product candidate, we will face competition based on many different factors, including the safety and effectiveness of our products, the ease with which our products can be administered and the extent to which patients accept relatively new routes of administration, the timing and scope of regulatory approvals for these products, the availability and cost of manufacturing, marketing and sales capabilities, price, reimbursement coverage and patent position. Competing products could present superior treatment alternatives, including by being more effective, safer, less expensive or marketed and sold more effectively than any products we may develop. Competitive products may make any products we develop obsolete or noncompetitive before we recover the expense of developing and commercializing our product candidates.

***The market opportunities for our product candidates may be limited to those patients who are ineligible for or have failed prior treatments and may be small.***

Cancer therapies are sometimes characterized as first-line, second-line or third-line, and the FDA often approves new therapies initially only for third-line use. When cancer is detected early enough, first line therapy is sometimes adequate to cure the cancer or prolong life without a cure. Whenever first-line therapy, usually chemotherapy, hormone therapy, surgery or a combination of these, proves unsuccessful, second-line therapy may be administered. Second-line therapies often consist of more chemotherapy, radiation, antibody drugs, tumor targeted small molecules or a combination of these. Third-line therapies can include bone marrow transplantation, antibody and small molecule targeted therapies, more invasive forms of surgery and new technologies. In markets with approved therapies, we expect to initially seek approval of our product candidates as a later stage therapy for patients who have failed other approved treatments. Subsequently, for those drugs that prove to be sufficiently beneficial, if any, we would expect to seek approval as a second-line therapy and potentially as a first-line therapy, but there is no guarantee that our product candidates, even if approved, would be approved for second-line or first-line therapy. In addition, we may have to conduct additional clinical trials prior to gaining approval for second-line or first-line therapy.

Our projections of both the number of people who have the cancers we are targeting, as well as the subset of people with these cancers in a position to receive later stage therapy and who have the potential to benefit from treatment with our product candidates, are based on our beliefs and estimates. These estimates have been derived from a variety of sources, including scientific literature, surveys of clinics, patient foundations or market research and may prove to be incorrect. Further, new studies may change the estimated incidence or prevalence of these cancers. The number of patients may turn out to be lower than expected. In addition, the potentially addressable patient population for our product candidates may be limited or may not be amenable to treatment with our product candidates. Even if we obtain significant market share for our product candidates, we may never achieve profitability without obtaining regulatory approval for additional indications, including use as a first or second-line therapy.

***We have no sales, marketing or distribution capabilities, and we may have to invest significant resources to develop these capabilities.***

We have no internal sales, marketing or distribution capabilities. If ciforadenant, CPI-006, CPI-818 or any of our other product candidates ultimately receives regulatory approval, we may not be able to effectively market and

distribute the product candidate. We may have to seek collaborators or invest significant amounts of financial and management resources to develop internal sales, distribution and marketing capabilities, some of which will be committed prior to any confirmation that ciforadenant, CPI-006, CPI-818 or any of our other product candidates will be approved, if at all. We may not be able to enter into collaborations or hire consultants or external service providers to assist us in sales, marketing and distribution functions on acceptable financial terms or at all. Even if we determine to perform sales, marketing and distribution functions ourselves, we could face a number of additional related risks, including:

- we may not be able to attract and build an effective marketing department or sales force;
- the cost of establishing a marketing department or sales force may exceed our available financial resources and the revenue generated by ciforadenant, CPI-006, CPI-818 or any other product candidates that we may develop, in-license or acquire; and
- our direct sales and marketing efforts may not be successful.

***Our future growth may depend, in part, on our ability to operate in foreign markets, where we would be subject to additional regulatory burdens and other risks and uncertainties.***

Our future growth may depend, in part, on our ability to develop and commercialize our product candidates in foreign markets. We are not permitted to market or promote any of our product candidates before we receive regulatory approval from applicable regulatory authorities in foreign markets, and we may never receive such regulatory approvals for any of our product candidates. To obtain separate regulatory approval in many other countries we must comply with numerous and varying regulatory requirements regarding safety and efficacy and governing, among other things, clinical trials, commercial sales, pricing and distribution of our product candidates. If we obtain regulatory approval of our product candidates and ultimately commercialize our product candidates in foreign markets, we would be subject to additional risks and uncertainties, including the burden of complying with complex and changing foreign regulatory, tax, accounting and legal requirements and the reduced protection of intellectual property rights in some foreign countries.

***Governments may impose price controls, which may adversely affect our future profitability.***

We intend to seek approval to market our product candidates in both the United States and in foreign jurisdictions. In some foreign countries, particularly in the European Union, the pricing of prescription pharmaceuticals is subject to governmental control. In these countries, pricing negotiations with governmental authorities can take considerable time after the receipt of marketing approval for a product candidate. To obtain reimbursement or pricing approval in some countries, we may be required to conduct clinical trials to compare the cost-effectiveness of our product candidates to other available therapies, which is time-consuming and costly. If reimbursement of our future products is unavailable or limited in scope or amount, or if pricing is set at unsatisfactory levels, we may be unable to achieve or sustain profitability.

***Recent U.S. tax legislation and future changes to applicable U.S. or foreign tax laws and regulations may have a material adverse effect on our business, financial condition and results of operations.***

We are subject to income and other taxes in the U.S. and foreign jurisdictions. Changes in laws and policy relating to taxes or trade may have an adverse effect on our business, financial condition and results of operations. For example, the U.S. government recently enacted significant tax reform, and certain provisions of the new law may adversely affect us. Changes include, but are not limited to, a federal corporate tax rate decrease from 35% to 21% for tax years beginning after December 31, 2017, the transition of U.S. international taxation from a worldwide tax system to a more generally territorial system, and a one-time transition tax on the mandatory deemed repatriation of foreign earnings. The legislation is unclear in many respects and could be subject to potential amendments and technical corrections, and will be subject to interpretations and implementing regulations by the Treasury and Internal Revenue Service, any of which could mitigate or increase certain adverse effects of the legislation. In addition, it is unclear how these U.S. federal income tax changes will affect state and local taxation. Generally, future changes in applicable U.S. or

foreign tax laws and regulations, or their interpretation and application could have an adverse effect on our business, financial conditions and results of operations.

### **Risks Related to Our Business Operations**

***Our operating results may fluctuate significantly, which makes our future operating results difficult to predict and could cause our operating results to fall below expectations or any guidance we may provide.***

Our quarterly and annual operating results may fluctuate significantly, which makes it difficult for us to predict our future operating results. These fluctuations may occur due to a variety of factors, many of which are outside of our control, including, but not limited to:

- the timing and cost of, and level of investment in, research, development and commercialization activities relating to our product candidates, which may change from time to time;
- coverage and reimbursement policies with respect to our product candidates, if approved, and potential future drugs that compete with our product candidates;
- the cost of manufacturing our product candidates, which may vary depending on the quantity of production and the terms of our agreements with manufacturers;
- expenditures that we may incur to acquire, develop or commercialize additional product candidates and technologies;
- the level of demand for any approved products, which may vary significantly;
- future accounting pronouncements or changes in our accounting policies; and
- the timing and success or failure of clinical trials for our product candidates or competing product candidates, or any other change in the competitive landscape of our industry, including consolidation among our competitors or partners.

The cumulative effects of these factors could result in large fluctuations and unpredictability in our quarterly and annual operating results. As a result, comparing our operating results on a period-to-period basis may not be meaningful. Investors should not rely on our past results as an indication of our future performance.

This variability and unpredictability could also result in our failing to meet the expectations of industry or financial analysts or investors for any period. If our revenue or operating results fall below the expectations of analysts or investors or below any forecasts we may provide to the market, or if the forecasts we provide to the market are below the expectations of analysts or investors, the price of our common stock could decline substantially. Such a stock price decline could occur even when we have met any previously publicly stated revenue or earnings guidance we may provide.

***We are dependent on the services of our President and Chief Executive Officer, Richard A. Miller, M.D., and other key executives, and if we are not able to retain these members of our management or recruit additional management, clinical and scientific personnel, our business will suffer.***

We are dependent on the principal members of our management and scientific staff. The loss of service of any of our management could harm our business. In addition, we are dependent on our continued ability to attract, retain and motivate highly qualified management, clinical and scientific personnel. If we are not able to retain our management, particularly our President and Chief Executive Officer, Dr. Miller, and to attract, on acceptable terms, additional qualified personnel necessary for the continued development of our business, we may not be able to sustain our operations or grow. Although we have executed employment agreements with each member of our current executive

management team, including Dr. Miller, these agreements are terminable at will with or without notice and, therefore, we may not be able to retain their services as expected.

We will need to expand and effectively manage our managerial, operational, financial and other resources in order to successfully pursue our clinical development and commercialization efforts. We may not be able to attract or retain qualified management and scientific and clinical personnel in the future due to the intense competition for qualified personnel among pharmaceutical, biotechnology and other businesses, particularly in the San Francisco Bay Area. Our industry has experienced a high rate of turnover of management personnel in recent years. If we are not able to attract, integrate, retain and motivate necessary personnel to accomplish our business objectives, we may experience constraints that will significantly impede the achievement of our development objectives, our ability to raise additional capital and our ability to implement our business strategy.

In addition, we do not currently maintain “key person” life insurance on the lives of our executives or any of our employees. This lack of insurance means that we may not have adequate compensation for the loss of the services of these individuals.

***We may encounter difficulties in managing our growth and expanding our operations successfully.***

We will need to grow our organization substantially to continue development and pursue the potential commercialization of ciforadenant, CPI-006, CPI-818 and our other product candidates. As we seek to advance ciforadenant, CPI-006, CPI-818 and other product candidates, we will need to expand our financial, development, regulatory, manufacturing, marketing and sales capabilities or contract with third parties to provide these capabilities for us. As our operations expand, we expect that we will need to manage additional relationships with various strategic partners, suppliers and other third parties. Our future financial performance and our ability to commercialize our product candidates and to compete effectively will depend, in part, on our ability to manage any future growth effectively.

***We are subject to various federal and state healthcare laws and regulations, and our failure to comply with these laws and regulations could harm our results of operations and financial condition.***

Although we do not currently have any products on the market, if we obtain FDA approval for any of our product candidates and begin commercializing those products in the United States, our operations may be directly, or indirectly through our customers and third-party payors, subject to various U.S. federal and state healthcare laws and regulations. These laws will affect our operations, sales and marketing practices, and our relationships with physicians and other customers and third-party payors. Such laws include:

- the federal Anti-Kickback Statute, which prohibits, among other things, persons or entities from knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in cash or in kind, to induce or reward, or in return for, either the referral of an individual for, or the purchase, order or recommendation of, any good or service, for which payment may be made under a federal healthcare program such as Medicare and Medicaid. A person or entity does not need to have actual knowledge of the federal Anti-Kickback Statute or specific intent to violate it to have committed a violation;
- the federal False Claims Act, which imposes criminal and civil penalties, including through civil whistleblower or qui tam actions, against individuals or entities for knowingly presenting, or causing to be presented, to the federal government, claims for payment that are false or fraudulent or making a false statement to avoid, decrease or conceal an obligation to pay money to the federal government; in addition, the government may assert that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the federal False Claims Act;
- the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), which imposes criminal and civil liability for executing a scheme to defraud any healthcare benefit program or making false statements relating to healthcare matters. Similar to the federal Anti-Kickback Statute, a person or

entity does not need to have actual knowledge of the statute or specific intent to violate it to have committed a violation;

- the federal Physician Payment Sunshine Act, which requires manufacturers of drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children’s Health Insurance Program (with certain exceptions) to report annually to the government information related to payments or other “transfers of value” made to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors) and teaching hospitals, and requires applicable manufacturers and group purchasing organizations to report annually to the government ownership and investment interests held by the physicians described above and their immediate family members and payments or other “transfers of value” to such physician owners (manufacturers are required to submit reports to the government by the 90th day of each calendar year). Additional reporting and transparency requirements for payments to physician assistants, nurse practitioners, clinical nurse specialists, certified registered nurse anesthetists, and certified nurse midwives go into effect in 2022 for payments made in 2021; and
- analogous state and foreign laws and regulations, such as state anti-kickback and false claims laws, which may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers; state laws that require pharmaceutical companies to comply with the pharmaceutical industry’s voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government; and state laws that require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures and pricing information.

Ensuring that our internal operations and business arrangements with third-parties comply with applicable healthcare laws and regulations could involve substantial costs. If our operations are found to be in violation of such laws or any other governmental laws and regulations that may apply to us, we may be subject to significant penalties, including civil, criminal and administrative penalties, damages, fines, exclusion from U.S. government funded healthcare programs, such as Medicare and Medicaid, disgorgement, individual imprisonment, contractual damages, reputational harm, diminished profits and the curtailment or restructuring of our operations.

***We and our current and any existing or future collaborators, third-party manufacturers and suppliers will or may use biological materials and may use hazardous materials, and any claims relating to improper handling, storage or disposal of these materials could be time consuming or costly.***

We and our current and any existing or future collaborators, third-party manufacturers or suppliers will or may use biological materials and may use hazardous materials, including chemicals and biological agents and compounds that could be dangerous to human health and safety of the environment. Our operations and the operations of our third-party manufacturers and suppliers also produce hazardous waste products. Federal, state and local laws and regulations govern the use, generation, manufacture, storage, handling and disposal of these materials and wastes. Compliance with applicable environmental laws and regulations may be expensive, and current or future environmental laws and regulations may impair our product development efforts. In addition, we cannot eliminate the risk of accidental injury or contamination from these materials or wastes. We do not carry specific biological or hazardous waste insurance coverage, and our property, casualty and general liability insurance policies specifically exclude coverage for damages and fines arising from biological or hazardous waste exposure or contamination. In the event of contamination or injury, we could be held liable for damages or be penalized with fines in an amount exceeding our resources, and our clinical trials or regulatory approvals could be suspended.

***If product liability lawsuits are brought against us, we may incur substantial liabilities and may be required to limit commercialization of ciforadenant, CPI-006, CPI-818 or our other product candidates.***

We face an inherent risk of product liability as a result of the clinical testing of ciforadenant, CPI-006, CPI-818, and the planned clinical testing of our other product candidates and will face an even greater risk if we commercialize our product candidates. For example, we may be sued if ciforadenant, CPI-006, CPI-818 or our other product candidates

allegedly cause injury or are found to be otherwise unsuitable during product testing, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product candidate, negligence, strict liability and a breach of warranties. Claims could also be asserted under state consumer protection acts.

If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit or cease the commercialization of our product candidates. Even a successful defense would require significant financial and management resources. Regardless of the merits or eventual outcome, liability claims may result in:

- decreased demand for ciforadenant, CPI-006, CPI-818 or our other product candidates;
- injury to our reputation;
- withdrawal of clinical trial participants;
- costs to defend the related litigation;
- a diversion of management's time and our resources;
- substantial monetary awards to trial participants or patients;
- product recalls, withdrawals or labeling, marketing or promotional restrictions;
- loss of revenue;
- the inability to commercialize ciforadenant, CPI-006, CPI-818 or our other product candidates; and
- a decline in our stock price.

We have product liability insurance coverage in an amount and on terms and conditions that are customary for similarly situated companies and that are satisfactory to our board of directors. Our inability to retain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims could prevent or inhibit the commercialization of ciforadenant, CPI-006, CPI-818 or our other product candidates. Although we plan to maintain such insurance, any claim that may be brought against us could result in a court judgment or settlement in an amount that is not covered, in whole or in part, by our insurance or that is in excess of the limits of our insurance coverage. Our insurance policies will also have various exclusions, and we may be subject to a product liability claim for which we have no coverage. We may have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay such amounts.

***We and any of our existing or potential future collaborators will be required to report to regulatory authorities if any products that may be approved in the future cause or contribute to adverse medical events, and any failure to do so would result in sanctions that would materially harm our business.***

If we and any of our existing or potential future collaborators are successful in commercializing our products, the FDA and foreign regulatory authorities would require that we and any of our existing or potential future collaborators report certain information about adverse medical events if those products may have caused or contributed to those adverse events. The timing of our obligation to report would be triggered by the date we become aware of the adverse event as well as the nature of the event. We and any of our existing or potential future collaborators or CROs may fail to report adverse events within the prescribed timeframe. If we or any of our existing or potential future collaborators or CROs fail to comply with such reporting obligations, the FDA or a foreign regulatory authority could



take action, including criminal prosecution, the imposition of civil monetary penalties, seizure of our products or delay in approval or clearance of future products.

***Our internal computer systems, or those of any of our existing or potential future collaborators, CROs or other contractors or consultants, may fail or suffer security breaches, which could result in a material disruption of our product development programs.***

Despite the implementation of security measures, our internal computer systems and those of our current and any future CROs and other contractors, consultants and collaborators are vulnerable to damage from cyberattacks, “phishing” attacks, computer viruses, unauthorized access, natural disasters, terrorism, war and telecommunication and electrical failures. Attacks upon information technology systems are increasing in their frequency, levels of persistence, sophistication and intensity, and are being conducted by sophisticated and organized groups and individuals with a wide range of motives and expertise. As a result of the COVID-19 pandemic, we may also face increased cybersecurity risks due to our reliance on internet technology and the number of our employees who are working remotely, which may create additional opportunities for cybercriminals to exploit vulnerabilities. Furthermore, because the techniques used to obtain unauthorized access to, or to sabotage, systems change frequently and often are not recognized until launched against a target, we may be unable to anticipate these techniques or implement adequate preventative measures. We may also experience security breaches that may remain undetected for an extended period. If such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our development programs and our business operations, whether due to a loss of our trade secrets or other similar disruptions. For example, the loss of clinical trial data from completed or future clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. In addition, such a breach may require notification to governmental agencies, the media or individuals pursuant to various federal and state privacy and security laws, if applicable, including HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, and regulations implemented thereunder, as well as regulations promulgated by the Federal Trade Commission and state breach notification laws. We would also be exposed to a risk of loss, including financial assets or litigation and potential liability, which could materially adversely affect our business, financial condition, results of operations and prospects. We also rely on third parties to manufacture our product candidates, and similar events relating to their computer systems could also have a material adverse effect on our business. To the extent that any disruption or security breach were to result in a loss of, or damage to, our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability and the further development and commercialization of our product candidates could be delayed.

***Changes in and failures to comply with U.S. and foreign privacy and data protection laws, regulations and standards may adversely affect our business, operations and financial performance.***

We are subject to or affected by numerous federal, state and foreign laws and regulations, as well as regulatory guidance, governing the collection, use, disclosure, retention, and security of personal data, such as information that we collect about patients and healthcare providers in connection with clinical trials in the United States and abroad. The global data protection landscape is rapidly evolving, and implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future. This evolution may create uncertainty in our business, affect our or our collaborators', service providers' and contractors' ability to operate in certain jurisdictions or to collect, store, transfer use and share personal information, necessitate the acceptance of more onerous obligations in our contracts, result in liability or impose additional costs on us. In the United States, numerous federal and state laws and regulations could apply to our operations or the operations of our partners, including state data breach notification laws, state health information privacy laws, and federal and state consumer protection laws and regulations (e.g. Section 5 of the FTC Act), that govern the collection, use, disclosure, and protection of health-related and other personal information. In addition, we may obtain health information from third parties (including research institutions from which we obtain clinical trial data) that are subject to privacy and security requirements under HIPAA. Depending on the facts and circumstances, we could be subject to criminal penalties if we knowingly obtain, use, or disclose individually identifiable health information maintained by a HIPAA-covered entity in a manner that is not authorized or permitted by HIPAA.

Further, California enacted the California Consumer Privacy Act, or the CCPA, on June 28, 2018, which went into effect on January 1, 2020. The CCPA gives California residents expanded rights to access and delete their personal information, opt out of certain personal information sharing, and receive detailed information about how their personal information is used. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches that is expected to increase data breach litigation. Although there are limited exemptions for health-related information, including clinical trial data, the CCPA may increase our compliance costs and potential liability. Some observers have noted that the CCPA could mark the beginning of a trend toward more stringent privacy legislation in the United States, which could increase our potential liability and adversely affect our business. Similar laws have been proposed in other states and at the federal level, and if passed, such laws may have potentially conflicting requirements that would make compliance challenging.

Our operations abroad may also be subject to increased scrutiny or attention from data protection authorities. Many countries in these regions have established or are in the process of establishing privacy and data security legal frameworks with which we, our collaborators, service providers, including our CRO, and contractors must comply. For example, the EU General Data Protection Regulation (EU) 2016/679 ("GDPR"), which went into effect in May 2018, imposes strict requirements for processing the personal information of individuals within the EEA, including clinical trial data. The GDPR has and will continue to increase compliance burdens on us, including by mandating potentially burdensome documentation requirements and granting certain rights to individuals to control how we collect, use, disclose, retain and process information about them. The processing of sensitive personal data, such as physical health condition, may impose heightened compliance burdens under the GDPR and is a topic of active interest among foreign regulators. Further, recent legal developments in Europe have created complexity and uncertainty regarding transfers of personal data from the EEA to the United States, e.g. on July 16, 2020, the Court of Justice of the European Union ("CJEU") invalidated the EU-US Privacy Shield Framework ("Privacy Shield") under which personal data could be transferred from the EEA to US entities who had self-certified under the Privacy Shield scheme. While the CJEU upheld the adequacy of the standard contractual clauses (a standard form of contract approved by the European Commission as an adequate personal data transfer mechanism, and potential alternative to the Privacy Shield), it made clear that reliance on them alone may not necessarily be sufficient in all circumstances. Use of the standard contractual clauses must now be assessed on a case-by-case basis taking into account the legal regime applicable in the destination country, in particular applicable surveillance laws and rights of individuals and additional measures and/or contractual provisions may need to be put in place, however, the nature of these additional measures is currently uncertain. As supervisory authorities issue further guidance on personal data export mechanisms, including circumstances where the standard contractual clauses cannot be used, and/or start taking enforcement action, we could suffer additional costs, complaints and/or regulatory investigations or fines, and/or if we are otherwise unable to transfer personal data between and among countries and regions in which we operate, it could affect the manner in which we provide our services, the geographical

location or segregation of our relevant systems and operations, and could adversely affect our financial results. In addition, the GDPR provides for robust regulatory enforcement and fines of up to €20 million or 4% of the annual global revenue of the noncompliant company, whichever is greater. Further, following the United Kingdom's withdrawal from the EU and the EEA and the end of the transition period on December 31, 2020, we will have to comply with the GDPR and the GDPR as incorporated into United Kingdom national law, the latter regime having the ability to separately fine up to the greater of £17.5 million or 4% of global turnover. The relationship between the United Kingdom and the EU in relation to certain aspects of data protection law remains unclear, for example around how data can lawfully be transferred between each jurisdiction, which exposes us to further compliance risk.

As we expand into other foreign countries and jurisdictions, we may be subject to additional laws and regulations that may affect how we conduct business. The cost of compliance with these laws, regulations and standards is high and is likely to increase in the future. Any failure or perceived failure by us or our collaborators, service providers and contractors to comply with federal, state or foreign laws or regulation, our internal policies and procedures or our contracts governing processing of personal information could result in negative publicity, diversion of management time and effort and proceedings against us by governmental entities or others. In many jurisdictions, enforcement actions and consequences for noncompliance are rising.

***Our information technology systems could face serious disruptions that could adversely affect our business.***

Our information technology and other internal infrastructure systems, including corporate firewalls, servers, leased lines and connection to the Internet, face the risk of systemic failure that could disrupt our operations. Our exposure to such risks could be more severe as a result of the COVID-19 pandemic and our resulting greater reliance on our information technology systems to facilitate our employees working remotely. A significant disruption in the availability of our information technology and other internal infrastructure systems could cause interruptions and delays in our research and development work.

***Cybersecurity breaches could expose us to liability, damage our reputation, compromise our confidential information or otherwise adversely affect our business.***

We maintain sensitive company data on our computer networks, including our intellectual property and proprietary business information. We face a number of threats to our networks from unauthorized access, security breaches and other system disruptions. Despite our security measures, our infrastructure may be vulnerable to attacks by hackers or other disruptive problems. Our exposure to such risks could be more severe as a result of the COVID-19 pandemic and our resulting greater reliance on our information technology systems to facilitate our employees working remotely. Any such security breach may compromise information stored on our networks, or those of our vendors, and may result in significant data losses or theft of our intellectual property or proprietary business information. A cybersecurity breach could adversely affect our reputation and could result in other negative consequences, including disruption of our internal operations, increased cyber security protection costs, lost revenues or litigation.

***Business disruptions could seriously harm any potential future revenue and our financial condition and increase our costs and expenses.***

Our operations could be subject to earthquakes, power shortages, telecommunications failures, water shortages, floods, hurricanes, typhoons, fires, extreme weather conditions, medical epidemics and pandemics, such as the COVID-19 pandemic, and other natural or manmade disasters or business interruptions, for which we are predominantly self-insured. We currently rely on several different manufacturers who supply different parts of the ciforadenant molecule and CPI-818 molecule, on one manufacturer for CPI-006 drug substance and on other third-party manufacturers to produce our other product candidates. Our ability to obtain clinical supplies of ciforadenant, CPI-006, CPI-818 or our other product candidates could be disrupted if the operations of these suppliers were affected by a man-made or natural disaster or other business interruption. The occurrence of any of these business disruptions could seriously harm our operations and financial condition and increase our costs and expenses.

In response to the COVID-19 pandemic, we have limited the use of our physical facilities and many of our employees work remotely. We intend to make full use of our physical facilities after national, state and local authorities have indicated that it is safe to do so. In the event of a continuation of shelter-in-place orders or mandated local travel restrictions, our employees conducting research and development activities may not be able to access our facilities and our activities may be significantly limited or curtailed, possibly for an extended period of time. Furthermore, it is possible that over the long term our operational efficiency may be decreased if our employees and third-party collaborators are unable to meet and work in the same physical location.

***Our employees, independent contractors, principal investigators, CROs, consultants and vendors may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements.***

We are exposed to the risk that our employees, independent contractors, principal investigators, CROs, consultants and vendors may engage in misconduct or other illegal activity. Misconduct by these parties could include intentional, reckless and/or negligent conduct involving the improper use or misrepresentation of information obtained in the course of clinical trials, the creation of fraudulent data in our preclinical studies or clinical trials or illegal misappropriation of drug product, which could result in regulatory sanctions and cause serious harm to our reputation. It is not always possible to identify and deter misconduct by employees and other third parties, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws or regulations. In addition, we are subject to the risk that a person or government could allege such fraud or other misconduct, even if none occurred. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of fines and other sanctions.

#### **Risks Related to Our Intellectual Property**

***Our rights to develop and commercialize our product candidates are subject in part to the terms and conditions of licenses granted to us by other companies. The patent protection, prosecution and enforcement for some of our product candidates may be dependent on third parties.***

We currently are heavily reliant upon licenses of certain patent rights and proprietary technology from third parties that is important or necessary to the development of our technology and products, including technology related to our product candidates. For example, we rely on our license agreement with Vernalis for rights with respect to the intellectual property covering ciforadenant and certain development candidates under our A2B receptor antagonist program. Further, we rely on our license agreement with The Scripps Research Institute for rights related to our lead development candidate for our anti-CD73 program, CPI-006. These and other licenses we may enter into in the future may not provide adequate rights to use such intellectual property and technology in all relevant fields of use or in all territories in which we may wish to develop or commercialize our technology and products in the future. As a result, we may not be able to develop and commercialize our technology and products in fields of use and territories for which we are not granted rights pursuant to such licenses.

Licenses to additional third-party technology that may be required for our development programs may not be available in the future or may not be available on commercially reasonable terms, which could have a material adverse effect on our business and financial condition.

In some circumstances, we may not have the right to control the preparation, filing, prosecution and enforcement of patent applications, or to maintain the patents, covering technology that we license from third parties. In addition, some of our agreements with our licensors require us to obtain consent from the licensor before we can enforce patent rights, and our licensor may withhold such consent or may not provide it on a timely basis. Therefore, we cannot be certain that our licensors or collaborators will prosecute, maintain, enforce and defend such intellectual property rights in a manner consistent with the best interests of our business, including by taking reasonable measures to protect the confidentiality of know-how and trade secrets, or by paying all applicable prosecution and maintenance fees related to intellectual property registrations for any of our product candidates. We also cannot be certain that our licensors have

drafted or prosecuted the patents and patent applications licensed to us in compliance with applicable laws and regulations, which may affect the validity and enforceability of such patents or any patents that may issue from such applications. If they fail to do so, this could cause us to lose rights in any applicable intellectual property that we in-license, and as a result our ability to develop and commercialize products or product candidates may be adversely affected and we may be unable to prevent competitors from making, using and selling competing products.

***Our success depends on our ability to protect our intellectual property and our proprietary technologies.***

Our commercial success depends in part on our ability to obtain and maintain patent protection and trade secret protection for our product candidates, proprietary technologies and their uses as well as our ability to operate without infringing upon the proprietary rights of others. We generally seek to protect our proprietary position by filing patent applications in the United States and abroad related to our product candidates, proprietary technologies and their uses that are important to our business. There can be no assurance that our patent applications or those of our licensors will result in additional patents being issued or that issued patents will afford sufficient protection against competitors with similar technology, nor can there be any assurance that the patents issued will not be infringed, designed around or invalidated by third parties. Even issued patents may later be found invalid or unenforceable or may be modified or revoked in proceedings instituted by third parties before various patent offices or in courts. The degree of future protection for our proprietary rights is uncertain. Only limited protection may be available and may not adequately protect our rights or permit us to gain or keep any competitive advantage. This failure to properly protect the intellectual property rights relating to our product candidates could have a material adverse effect on our financial condition and results of operations.

While we have rights to an issued composition-of-matter patent in the United States and corresponding issued patents in certain foreign territories covering ciforadenant, we cannot be certain that the claims in any of our patent applications covering composition-of-matter of our other product candidates will be considered patentable by the United States Patent and Trademark Office (“USPTO”), courts in the United States or by the patent offices and courts in foreign countries, nor can we be certain that the claims in our issued composition-of-matter patents will not be found invalid or unenforceable if challenged.

The patent application process is subject to numerous risks and uncertainties, and there can be no assurance that we or any of our existing or potential future collaborators will be successful in protecting our product candidates by obtaining and defending patents. These risks and uncertainties include the following:

- the USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other provisions during the patent process, the noncompliance with which can result in abandonment or lapse of a patent or patent application, and partial or complete loss of patent rights in the relevant jurisdiction;
- patent applications may not result in any patents being issued;
- patents that may be issued or in-licensed may be challenged, invalidated, modified, revoked, circumvented, found to be unenforceable or otherwise may not provide any competitive advantage;
- our competitors, many of whom have substantially greater resources than we do and many of whom have made significant investments in competing technologies, may seek or may have already obtained patents that will limit, interfere with or eliminate our ability to make, use and sell our potential product candidates;
- there may be significant pressure on the U.S. government and international governmental bodies to limit the scope of patent protection both inside and outside the United States for disease treatments that prove successful, as a matter of public policy regarding worldwide health concerns; and

- countries other than the United States may have patent laws less favorable to patentees than those upheld by U.S. courts, allowing foreign competitors a better opportunity to create, develop and market competing product candidates.

The patent prosecution process is also expensive and time-consuming, and we may not be able to file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection. Although we enter into non-disclosure and confidentiality agreements with parties who have access to patentable aspects of our research and development output, such as our employees, corporate collaborators, outside scientific collaborators, CROs, contract manufacturers, consultants, advisors and other third parties, any of these parties may breach such agreements and disclose such output before a patent application is filed, thereby jeopardizing our ability to seek patent protection.

The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our patents, if issued, or the patent rights that we license from others, may be challenged in the courts or patent offices in the United States and abroad. Such challenges may result in loss of exclusivity or in patent claims being narrowed, invalidated or held unenforceable, which could limit our ability to stop others from using or commercializing similar or identical products, or limit the duration of the patent protection of our products and product candidates. Given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. As a result, our intellectual property may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

***If we are unable to protect the confidentiality of our trade secrets, our business and competitive position would be harmed.***

In addition, we rely on the protection of our trade secrets, including unpatented know-how, technology and other proprietary information to maintain our competitive position. Although we have taken steps to protect our trade secrets and unpatented know-how, including entering into confidentiality agreements with third parties, and confidential information and inventions agreements with employees, consultants and advisors. Despite these efforts, we cannot provide any assurances that all such agreements have been duly executed, and any of these parties may breach the agreements and disclose our proprietary information, including our trade secrets, and we may not be able to obtain adequate remedies for such breaches. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts inside and outside the United States are less willing or unwilling to protect trade secrets. Moreover, third parties may still obtain this information or may come upon this or similar information independently, and we would have no right to prevent them from using that technology or information to compete with us. If any of these events occurs or if we otherwise lose protection for our trade secrets, the value of this information may be greatly reduced and our competitive position would be harmed. If we do not apply for patent protection prior to such publication or if we cannot otherwise maintain the confidentiality of our proprietary technology and other confidential information, then our ability to obtain patent protection or to protect our trade secret information may be jeopardized.

***Our commercial success depends significantly on our ability to operate without infringing the patents and other proprietary rights of third parties. Claims by third parties that we infringe their proprietary rights may result in liability for damages or prevent or delay our developmental and commercialization efforts.***

Our commercial success depends in part on our avoiding infringement of the patents and proprietary rights of third parties. Other entities may have or obtain patents or proprietary rights that could limit our ability to make, use, sell, offer for sale or import our product candidates and future approved products or impair our competitive position. There is a substantial amount of litigation, both within and outside the United States, involving patent and other intellectual property rights in the biotechnology and pharmaceutical industries, including patent infringement lawsuits, interferences, oppositions, reexaminations, inter partes review (“IPR”) proceedings and post-grant review (“PGR”) proceedings before the USPTO and/or corresponding foreign patent offices. Numerous third-party U.S. and foreign issued patents and

pending patent applications exist in the fields in which we are developing product candidates. There may be third-party patents or patent applications with claims to materials, formulations, methods of manufacture or methods for treatment related to the use or manufacture of our product candidates. For example, we are aware of an issued patent in Australia that may be relevant to commercialization of ciforadenant in that country. That Australian patent is expected to expire in 2022. Our ability to commercialize ciforadenant in Australia prior to 2022 could be adversely affected if we do not obtain a license under such patent. We are also aware of a corresponding patent application that has been issued in the United States and which is expected to expire in 2023. However, to the extent that any claims of this patent may be interpreted to cover our potential uses of ciforadenant, we do not believe that such claims would be valid and enforceable if asserted. We have filed a PGR petition challenging the patentability of certain claims of the patent and the patentee subsequently disclaimed every challenged claim. As the biotechnology industry expands and more patents are issued, the risk increases that our product candidates may be subject to claims of infringement of the patent rights of third parties. Because patent applications are maintained as confidential for a certain period of time, until the relevant application is published we may be unaware of third-party patent applications that, if issued as patents, may be infringed by commercialization of ciforadenant, CPI-006, CPI-818 or our other product candidates, and cannot be certain that we were the first to file a patent application related to a product candidate or technology. Moreover, because patent applications can take many years to issue, there may be currently-pending patent applications that may later result in issued patents that our product candidates may infringe. In addition, identification of third-party patent rights that may be relevant to our technology is difficult because patent searching is imperfect due to differences in terminology among patents, incomplete databases and the difficulty in assessing the meaning of patent claims. Any claims of patent infringement asserted by third parties would be time consuming and could:

- result in costly litigation;
- divert the time and attention of our technical personnel and management;
- cause development delays;
- prevent us from commercializing ciforadenant, CPI-006, CPI-818 or our other product candidates until the asserted patent expires or is held finally invalid or not infringed in a court of law;
- require us to develop non-infringing technology, which may not be possible on a cost-effective basis; or
- require us to enter into royalty or licensing agreements, which may not be available on commercially reasonable terms, or at all.

Although no third party has asserted a claim of patent infringement against us as of the date of this report, others may hold proprietary rights that could prevent ciforadenant, CPI-006, CPI-818 or our other product candidates from being marketed. Any patent-related legal action against us claiming damages and seeking to enjoin commercial activities relating to our product candidates or processes could subject us to potential liability for damages, including treble damages if we were determined to willfully infringe, and require us to obtain a license to manufacture or market ciforadenant, CPI-006, CPI-818 or our other product candidates.

Defense of these claims, regardless of their merit, would involve substantial litigation expense and would be a substantial diversion of employee resources from our business. We cannot predict whether we would prevail in any such actions or that any license required under any of these patents would be made available on commercially acceptable terms, if at all. Moreover, even if we or our future strategic partners were able to obtain a license, the rights may be nonexclusive, which could result in our competitors gaining access to the same intellectual property. In addition, we cannot be certain that we could redesign our product candidates or processes to avoid infringement, if necessary. Accordingly, an adverse determination in a judicial or administrative proceeding, or the failure to obtain necessary licenses, could prevent us from developing and commercializing ciforadenant, CPI-006, CPI-818 or our other product candidates, which could harm our business, financial condition and operating results. In addition, intellectual property litigation, regardless of its outcome, may cause negative publicity and could prohibit us from marketing or otherwise commercializing our product candidates and technology.

***We may be involved in lawsuits to protect or enforce our patents or the patents of our licensors, which could be expensive, time consuming, and unsuccessful. Further, our issued patents could be found invalid or unenforceable if challenged in court.***

Competitors may infringe our intellectual property rights or those of our licensors. To prevent infringement or unauthorized use, we may be required to file infringement claims, which can be expensive and time-consuming. In addition, in a patent infringement proceeding, a court may decide that a patent we own or in-license is not valid, is unenforceable and/or is not infringed. If we or any of our existing or potential future collaborators were to initiate legal proceedings against a third party to enforce a patent directed at one of our product candidates, the defendant could counterclaim that our patent is invalid and/or unenforceable in whole or in part. In patent litigation in the United States, defendant counterclaims alleging invalidity and/or unenforceability are commonplace. Grounds for a validity challenge include an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness or non-enablement. Grounds for an unenforceability assertion could include an allegation that someone connected with prosecution of the patent withheld relevant information from the USPTO or made a misleading statement during prosecution. Third parties may also raise similar claims before the USPTO, even outside the context of litigation. The outcome following legal assertions of invalidity and unenforceability is unpredictable, and prior art could render our patents or those of our licensors invalid. If a defendant were to prevail on a legal assertion of invalidity and/or unenforceability, we would lose at least part, and perhaps all, of the patent protection on such product candidate. Such a loss of patent protection would have a material adverse impact on our business.

Interference proceedings provoked by third parties or brought by us or declared by the USPTO may be necessary to determine the priority of inventions with respect to our patents or patent applications or those of our licensors. An unfavorable outcome could require us to cease using the related technology or to attempt to license rights to it from the prevailing party. Our business could be harmed if the prevailing party does not offer us a license on commercially reasonable terms. Our defense of litigation or interference proceedings may fail and, even if successful, may result in substantial costs and distract our management and other employees. In addition, the uncertainties associated with litigation could have a material adverse effect on our ability to raise the funds necessary to continue our clinical trials, continue our research programs, license necessary technology from third parties or enter into development or manufacturing partnerships that would help us bring our product candidates to market.

Even if resolved in our favor, litigation or other legal proceedings relating to our intellectual property rights may cause us to incur significant expenses, and could distract our technical and management personnel from their normal responsibilities. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments and if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for development activities or any future sales, marketing or distribution activities. We may not have sufficient financial or other resources to conduct such litigation or proceedings adequately. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their greater financial resources. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could compromise our ability to compete in the marketplace.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. There could also be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a material adverse effect on the price of our common stock.

***Recent patent reform legislation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents.***

On September 16, 2011, the Leahy-Smith America Invents Act (“Leahy-Smith Act”) was signed into law. The Leahy-Smith Act includes a number of significant changes to U.S. patent law. These include provisions that affect the way patent applications will be prosecuted and may also affect patent litigation. In particular, under the Leahy-Smith Act, the United States transitioned in March 2013 to a “first to file” system in which the first inventor to file a patent



application will be entitled to the patent. Third parties are allowed to submit prior art before the issuance of a patent by the USPTO, and may become involved in post-grant proceedings including opposition, derivation, reexamination, inter-partes review or interference proceedings challenging our patent rights or the patent rights of others. An adverse determination in any such submission, proceeding or litigation could reduce the scope or enforceability of, or invalidate, our patent rights, which could adversely affect our competitive position.

***We may not be successful in obtaining or maintaining necessary rights to our product candidates through acquisitions and in-licenses.***

We currently have rights to the intellectual property, through licenses from third parties and under patents that we own, to develop our product candidates. Because our programs may require the use of proprietary rights held by third parties, the growth of our business will depend in part on our ability to acquire, in-license or use these proprietary rights. For example, our product candidates may require specific formulations to work effectively and efficiently and the rights to these formulations may be held by others. We may be unable to acquire or in-license any compositions, methods of use, processes or other third-party intellectual property rights from third parties that we identify as necessary for our product candidates. The licensing and acquisition of third-party intellectual property rights is a competitive area, and a number of more established companies are also pursuing strategies to license or acquire third-party intellectual property rights that we may consider attractive. These established companies may have a competitive advantage over us due to their size, cash resources and greater clinical development and commercialization capabilities. In addition, companies that perceive us to be a competitor may be unwilling to assign or license rights to us. We also may be unable to license or acquire third-party intellectual property rights on terms that would allow us to make an appropriate return on our investment.

We have collaborated with U.S. academic institutions and may in the future collaborate with U.S. and foreign academic institutions to accelerate our preclinical research or development under written agreements with these institutions. These institutions may provide us with an option to negotiate a license to any of the institution's rights in technology resulting from the collaboration. Regardless of such option, we may be unable to negotiate a license within the specified timeframe or under terms that are acceptable to us. If we are unable to do so, the institution may offer the intellectual property rights to other parties, potentially blocking our ability to pursue our program.

If we are unable to successfully obtain rights to required third-party intellectual property rights or maintain the existing intellectual property rights we have, we may have to abandon development of that program and our business and financial condition could suffer.

***We may fail to comply with any of our obligations under existing agreements pursuant to which we license or have otherwise acquired intellectual property rights or technology, which could result in the loss of rights or technology that are material to our business.***

Licensing of intellectual property is of critical importance to our business and involves complex legal, business and scientific issues. We are party to various agreements that we depend on for rights to use various technologies that are material to our business, including intellectual property rights covering citoradenant and methods relating to its use and manufacture. In each of these cases, our rights to use the licensed intellectual property are subject to the continuation of and our compliance with the terms of these agreements. Disputes may arise regarding our rights to intellectual property licensed to us from a third party, including but not limited to:

- the scope of rights granted under the license agreement and other interpretation-related issues;
- the extent to which our technology and processes infringe on intellectual property of the licensor that is not subject to the licensing agreement;
- the sublicensing of patent and other rights;

- our diligence obligations under the license agreement and what activities satisfy those diligence obligations;
- the ownership of inventions and know-how resulting from the creation or use of intellectual property by us, alone or with our licensors and collaborators;
- the scope and duration of our payment obligations;
- our rights upon termination of such agreement; and
- the scope and duration of exclusivity obligations of each party to the agreement.

If disputes over intellectual property and other rights that we have licensed or acquired from third parties prevent or impair our ability to maintain our current licensing arrangements on acceptable terms, we may be unable to successfully develop and commercialize the affected product candidates. If we fail to comply with our obligations under current or future licensing agreements, these agreements may be terminated or the scope of our rights under them may be reduced and we might be unable to develop, manufacture or market any product that is licensed under these agreements.

***We may be subject to claims that we have wrongfully hired an employee from a competitor or that we or our employees have wrongfully used or disclosed alleged confidential information or trade secrets of their former employers.***

As is common in the pharmaceutical industry, in addition to our employees, we engage the services of consultants to assist us in the development of our product candidates. Many of these consultants, and many of our employees, were previously employed at, or may have previously provided or may be currently providing consulting services to, other pharmaceutical companies including our competitors or potential competitors. We may become subject to claims that we, our employees or a consultant inadvertently or otherwise used or disclosed trade secrets or other information proprietary to their former employers or their former or current clients. Litigation may be necessary to defend against these claims. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights, which could adversely affect our business. Even if we are successful in defending against these claims, litigation could result in substantial costs and be a distraction to our management team.

***We may be subject to claims challenging the inventorship or ownership of our patents and other intellectual property.***

We may also be subject to claims that former employees, collaborators or other third parties have an ownership interest in our patents or other intellectual property. Litigation may be necessary to defend against these and other claims challenging inventorship or ownership. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights. Such an outcome could have a material adverse effect on our business. Even if we are successful in defending against such claims, litigation could result in substantial costs and distraction to management and other employees.

***If we do not obtain patent term extension for our product candidates, our business may be materially harmed.***

Depending upon the timing, duration and specifics of potential FDA marketing approval of ciforadenant, CPI-006, CPI-818 or other product candidates, one or more of our U.S. patents may be eligible for limited patent term restoration under the Drug Price Competition and Patent Term Restoration Act of 1984 (“Hatch-Waxman Amendments”). The Hatch-Waxman Amendments permit a patent restoration term of up to five years as compensation for patent term lost during product development and the FDA regulatory review process. However, we may not be granted an extension because of, for example, failing to apply within applicable deadlines, failing to apply prior to expiration of relevant patents or otherwise failing to satisfy applicable requirements. Moreover, the applicable time period or the scope of patent protection afforded could be less than we request. If we are unable to obtain patent term extension or restoration or the term of any such extension is less than we request, our competitors may obtain approval of competing products following our patent expiration, and our revenue could be reduced, possibly materially.

***If our trademarks and trade names are not adequately protected, then we may not be able to build name recognition in our markets of interest and our business may be adversely affected.***

Our registered or unregistered trademarks or trade names may be challenged, infringed, circumvented or declared generic or determined to be infringing on other marks. We may not be able to protect our rights to these trademarks and trade names, which we need to build name recognition among potential partners or customers in our markets of interest. At times, competitors may adopt trade names or trademarks similar to ours, thereby impeding our ability to build brand identity and possibly leading to market confusion. In addition, there could be potential trade name or trademark infringement claims brought by owners of other registered trademarks or trademarks that incorporate variations of our registered or unregistered trademarks or trade names. Over the long term, if we are unable to establish name recognition based on our trademarks and trade names, then we may not be able to compete effectively and our business may be adversely affected. Our efforts to enforce or protect our proprietary rights related to trademarks, trade secrets, domain names, copyrights or other intellectual property may be ineffective and could result in substantial costs and diversion of resources and could adversely affect our financial condition or results of operations.

***Changes in U.S. patent law could diminish the value of patents in general, thereby impairing our ability to protect our product candidates.***

As is the case with other biopharmaceutical companies, our success is heavily dependent on intellectual property, particularly patents. Obtaining and enforcing patents in the biopharmaceutical industry involve a high degree of technological and legal complexity. Therefore, obtaining and enforcing biopharmaceutical patents is costly, time consuming and inherently uncertain. In addition, Congress may pass patent reform legislation that is unfavorable to us. The Supreme Court has ruled on several patent cases in recent years, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on decisions by Congress, the federal courts and the USPTO, the laws and regulations governing patents could change in unpredictable ways that would weaken our ability to obtain new patents or to enforce our existing patents and patents we might obtain in the future.

***We may not be able to protect our intellectual property rights throughout the world.***

While we have issued patents directed at ciforadenant in the United States and certain foreign territories, and pending patent applications directed at ciforadenant, CPI-006, CPI-818 and other product candidates in the United States and other countries, filing, prosecuting and defending patents on ciforadenant, CPI-006, CPI-818 and our other product candidates in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the United States can be less extensive than those in the United States. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the United States. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States, or from selling or importing products made using our inventions in and into the United States or other jurisdictions. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products and, further, may export otherwise infringing products to territories where we have patent protection but enforcement is not as strong as that in the United States. These products may compete with our product candidates, and our patents or other intellectual property rights may not be effective or sufficient to prevent them from competing.

The legal systems of many foreign countries do not favor the enforcement of patents and other intellectual property protection, which could make it difficult for us to stop the infringement of our patents or marketing of competing products in violation of our proprietary rights. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly and our patent applications at risk of not issuing and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate, and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

***Intellectual property rights do not necessarily address all potential threats to our competitive advantage.***

The degree of future protection afforded by our intellectual property rights is uncertain because intellectual property rights have limitations, and may not adequately protect our business or permit us to maintain our competitive advantage. For example:

- others may be able to make adenosine antagonists that are similar to our product candidates but that are not covered by the claims of the patents that we own or have exclusively licensed;
- we or our licensors or future collaborators might not have been the first to make the inventions covered by the issued patent or pending patent application that we own or have exclusively licensed;
- we or our licensors or future collaborators might not have been the first to file patent applications covering certain of our inventions;
- others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing our intellectual property rights;
- it is possible that our pending patent applications will not lead to issued patents;
- issued patents that we own or have exclusively licensed may be held invalid or unenforceable, as a result of legal challenges by our competitors;
- our competitors might conduct research and development activities in countries where we do not have patent rights and then use the information learned from such activities to develop competitive products for sale in our major commercial markets;
- we may not develop additional proprietary technologies that are patentable; and
- the patents of others may have an adverse effect on our business.

Should any of these events occur, they could significantly harm our business, results of operations and prospects.

**Risks Related to Our Common Stock**

***An active, liquid and orderly market for our common stock may not be sustained.***

Although our common stock is listed on The Nasdaq Global Market (“Nasdaq”), an active trading market for our common stock may not be sustained on Nasdaq or any other exchange in the future. The lack of an active market may impair our stockholders’ ability to sell their shares at the time they wish to sell them or at a price that they consider reasonable. If an active market for our common stock is not sustained, it may also be difficult for our stockholders to sell shares without depressing the market price for the shares or at all. An inactive market may also impair our ability to raise capital by selling shares and may impair our ability to acquire other businesses, applications or technologies using our shares as consideration, which, in turn, could materially adversely affect our business. In any event, we have a limited public float and, as a result, our common stock has been and will likely continue to be less liquid than many other listed companies and trading may be adversely affected.

***The trading price of the shares of our common stock could be highly volatile, and investors in our common stock could incur substantial losses.***

Our stock price has been volatile. The stock market in general and the market for stock of pharmaceutical companies in particular have experienced extreme volatility that has often been unrelated to the operating performance

of particular companies. The market price for our common stock may be influenced by those factors discussed in this “Risk Factors” section and many others, including:

- our ability to enroll subjects in our planned clinical trials;
- results of the clinical trials, and the results of trials of our competitors or those of other companies in our market sector;
- results for our Phase 1 clinical trial of CPI-006 for COVID-19 expected in the fourth quarter of 2020;
- regulatory approval of ciforadenant, CPI-006, CPI-818 and our other product candidates, or limitations to specific label indications or patient populations for its use, or changes or delays in the regulatory review process;
- Angel Pharmaceuticals’ ability to develop and commercialize product candidates in China;
- regulatory developments in the United States and foreign countries;
- changes in the structure of healthcare payment systems, especially in light of current reforms to the U.S. healthcare system;
- the success or failure of our efforts to acquire, license or develop additional product candidates;
- innovations or new products developed by us or our competitors;
- announcements by us or our competitors of significant acquisitions, strategic partnerships, joint ventures or capital commitments;
- manufacturing, supply or distribution delays or shortages;
- any changes to our relationship with any manufacturers, suppliers, collaborators or other strategic partners;
- achievement of product sales and profitability;
- variations in our financial results or those of companies that are perceived to be similar to us;
- market conditions in the pharmaceutical sector and issuance of securities analysts’ reports or recommendations;
- trading volume of our common stock;
- an inability to obtain additional funding;
- sales of our stock by insiders and stockholders;
- general economic, industry and market conditions other events or factors, many of which are beyond our control, including recession or depression resulting from the current COVID-19 pandemic;
- additions or departures of key personnel; and
- intellectual property, product liability or other litigation against us.

As a result of this volatility, investors may experience losses on their investment in our common stock.

In addition, in the past, stockholders have initiated class action lawsuits against pharmaceutical companies following periods of volatility in the market prices of these companies' stock. Such litigation, if instituted against us, could cause us to incur substantial costs and divert management's attention and resources, which could have a material adverse effect on our business, financial condition and results of operations.

***Our failure to meet the continued listing requirements of Nasdaq could result in a delisting of our common stock.***

If we fail to satisfy the continued listing requirements of Nasdaq, such as the corporate governance requirements or the minimum closing bid price requirement, Nasdaq may take steps to delist our common stock. Such a delisting would likely have a negative effect on the price of our common stock and would impair our stockholders' ability to sell or purchase our common stock when they wish to do so. In the event of a delisting, we can provide no assurance that any action taken by us to restore compliance with listing requirements would allow our common stock to become listed again, stabilize the market price or improve the liquidity of our common stock, prevent our common stock from dropping below the Nasdaq minimum bid price requirement or prevent future non-compliance with Nasdaq's listing requirements.

***Because a small number of our existing stockholders own a majority of our voting stock, a stockholder's ability to influence corporate matters will be limited.***

As of September 30, 2020, our executive officers, directors and greater than 5% stockholders, in the aggregate, owned approximately 51% of our outstanding common stock, including 1,458,000 shares of our common stock subject to prefunded warrants as described in Note 1 of our financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q for the three months ended September 30, 2020. As a result, such persons, acting together, have the ability to control our management and affairs and substantially all matters submitted to our stockholders for approval, including the election and removal of directors and approval of any significant transaction. This concentration of ownership may have the effect of delaying, deferring or preventing a change in control, impeding a merger, consolidation, takeover or other business combination involving us, or discouraging a potential acquiror from making a tender offer or otherwise attempting to obtain control of our business, even if such a transaction would benefit other stockholders.

***We do not currently intend to pay dividends on our common stock, and, consequently, our stockholders' ability to achieve a return on their investment will depend on appreciation, if any, in the price of our common stock.***

We have never declared or paid any cash dividend on our common stock. We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. Any return to stockholders will therefore be limited to the appreciation of their stock. There is no guarantee that shares of our common stock will appreciate in value or even maintain the price at which stockholders have purchased their shares.

To the extent that we raise additional capital by issuing equity securities, the share ownership of existing stockholders will be diluted. For example, on April 3, 2017, we filed a Registration Statement on Form S-3 (File No. 333-217102), covering the offering of up to \$250 million of shares of common stock, preferred stock, warrants and units. In March 2018, we sold 8,117,647 shares of our common stock for net proceeds of \$64.9 million in an underwritten public offering pursuant to our Registration Statement on Form S-3 (File No. 333-217102). On March 9, 2020 we filed a Registration Statement on Form S-3 (File No. 333-237040), covering the offering of up to \$200 million of shares of common stock, preferred stock, warrants and units and entered into the Sales Agreement with Jefferies to sell shares of our common stock, from time to time, with aggregate gross sales proceeds of up to \$50,000,000, through an at-the-market equity offering program under which Jefferies will act as our sales agent. As of September 30, 2020, we had not sold any shares of common stock pursuant to the Sales Agreement.

***Sales of a substantial number of shares of our common stock by our existing stockholders in the public market could cause our stock price to fall.***

Sales of a substantial number of shares of our common stock in the public market could occur at any time. These sales, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of our common stock. Moreover, certain holders of shares of our common stock have rights, subject to certain conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or other stockholders. We have registered and intend to continue to register all shares of common stock that we may issue under our equity compensation plans. Once we register these shares, they can be freely sold in the public market upon issuance, subject to volume limitations applicable to affiliates.

***We are an emerging growth company, and the reduced reporting requirements applicable to emerging growth companies may make our common stock less attractive to investors.***

We are an “emerging growth company,” as defined in the JOBS Act. For as long as we continue to be an emerging growth company, we may take advantage of exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of Sarbanes-Oxley, reduced disclosure obligations regarding executive compensation in our Annual Report on Form 10-K and our periodic reports and proxy statements and exemptions from the requirements of holding nonbinding advisory votes on executive compensation and stockholder approval of any golden parachute payments not previously approved. We will remain an emerging growth company until the earlier of (1) December 31, 2021, (2) the last day of the fiscal year in which we have total annual gross revenue of at least \$1.07 billion, (3) the last day of the fiscal year in which we are deemed to be a “large accelerated filer” as defined in Rule 12b-2 under the Exchange Act, which would occur if the market value of our common stock held by non-affiliates exceeded \$700.0 million as of the last business day of the second fiscal quarter of such fiscal year, or (4) the date on which we have issued more than \$1.0 billion in non-convertible debt securities during the prior three-year period. Even after we no longer qualify as an emerging growth company, we may still qualify as a “smaller reporting company” which may allow us to take advantage of many of the same exemptions from disclosure requirements including not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act. If investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile.

***If securities or industry analysts do not publish research or reports or publish unfavorable research or reports about our business, our stock price and trading volume could decline.***

The trading market for our common stock is influenced by the research and reports that industry or securities analysts publish about us or our business. If any of the analysts who cover us issue an adverse or misleading opinion regarding us, our business model, our intellectual property or our stock performance, or if our target studies and operating results fail to meet the expectations of analysts, our stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

***If we fail to maintain proper and effective internal control over financial reporting, our ability to produce accurate and timely consolidated financial statements could be impaired, investors may lose confidence in our financial reporting and the trading price of our common stock may decline.***

Pursuant to Section 404 of Sarbanes-Oxley, if we are an accelerated filer when we lose our status as an “emerging growth company”, our independent registered public accounting firm will be required to attest to the effectiveness of our internal control over financial reporting. The rules governing the standards that must be met for management to assess our internal control over financial reporting are complex and require significant documentation, testing and possible remediation. To continue to comply with the requirements of being a reporting company under the Exchange Act, as we continue to grow, we will need to upgrade our systems including information technology; implement additional financial and management controls, reporting systems and procedures; and hire additional

accounting and finance staff. If we or, if required, our auditors are unable to conclude that our internal control over financial reporting is effective, investors may lose confidence in our financial reporting and the trading price of our common stock may decline.

We cannot assure our stockholders that there will not be material weaknesses or significant deficiencies in our internal control over financial reporting in the future. Any failure to maintain internal control over financial reporting could severely inhibit our ability to accurately report our financial condition, results of operations or cash flows. If we are unable to conclude that our internal control over financial reporting is effective, or if our independent registered public accounting firm determines we have a material weakness or significant deficiency in our internal control over financial reporting once that firm begins its Section 404 reviews, investors may lose confidence in the accuracy and completeness of our financial reports, the market price of our common stock could decline, and we could be subject to sanctions or investigations by Nasdaq, the SEC or other regulatory authorities. Failure to remedy any material weakness in our internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict our future access to the capital markets.

***Provisions in our charter documents and under Delaware law could discourage a takeover that stockholders may consider favorable and may lead to entrenchment of management.***

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that could significantly reduce the value of our shares to a potential acquirer or delay or prevent changes in control or changes in our management without the consent of our board of directors. The provisions in our charter documents include the following:

- a classified board of directors with three-year staggered terms, which may delay the ability of stockholders to change the membership of a majority of our board of directors;
- no cumulative voting in the election of directors, which limits the ability of minority stockholders to elect director candidates;
- the exclusive right of our board of directors, unless the board of directors grants such right to the stockholders, to elect a director to fill a vacancy created by the expansion of the board of directors or the resignation, death or removal of a director, which prevents stockholders from being able to fill vacancies on our board of directors;
- the required approval of at least 66 2/3% of the shares entitled to vote to remove a director for cause, and the prohibition on removal of directors without cause;
- the ability of our board of directors to authorize the issuance of shares of preferred stock and to determine the price and other terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquirer;
- the ability of our board of directors to alter our amended and restated bylaws without obtaining stockholder approval;
- the required approval of at least 66 2/3% of the shares entitled to vote to adopt, amend or repeal our amended and restated bylaws or repeal the provisions of our amended and restated certificate of incorporation regarding the election and removal of directors;
- a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of our stockholders;
- an exclusive forum provision providing that the Court of Chancery of the State of Delaware will be the exclusive forum for certain actions and proceedings;



- the requirement that a special meeting of stockholders may be called only by the board of directors, which may delay the ability of our stockholders to force consideration of a proposal or to take action, including the removal of directors; and
- advance notice procedures that stockholders must comply with in order to nominate candidates to our board of directors or to propose matters to be acted upon at a stockholders' meeting, which may discourage or deter a potential acquiror from conducting a solicitation of proxies to elect the acquiror's own slate of directors or otherwise attempting to obtain control of us.

We are also subject to the anti-takeover provisions contained in Section 203 of the Delaware General Corporation Law. Under Section 203, a corporation may not, in general, engage in a business combination with any holder of 15% or more of its capital stock unless the holder has held the stock for three years or, among other exceptions, the board of directors has approved the transaction.

***Our amended and restated certificate of incorporation and amended and restated bylaws provide that the Court of Chancery of the State of Delaware is the exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.***

Our amended and restated certificate of incorporation and amended and restated bylaws provide that the Court of Chancery of the State of Delaware is the exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty, any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws, or any action asserting a claim against us that is governed by the internal affairs doctrine. This provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and other employees. Alternatively, if a court were to find this provision in our amended and restated certificate of incorporation and amended and restated bylaws to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our business and financial condition. This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the U.S. federal courts have exclusive jurisdiction.

***Our ability to use net operating loss carryforwards and other tax attributes may be limited.***

We have incurred substantial losses during our history and do not expect to become profitable in the near future, and we may never achieve profitability. To the extent that we continue to generate taxable losses, unused losses will carry forward to offset future taxable income, if any, until such unused losses expire. As of December 31, 2019, we had federal net operating loss ("NOL") carryforwards of approximately \$144.5 million and state NOL carryforwards of approximately \$173.9 million available to offset future taxable income. If not utilized, the federal and state NOL carryforwards will begin to expire in various years beginning in 2034. As of December 31, 2019, we also had \$6.1 million of federal and \$3.3 million of state research and development tax credit carryforwards available to reduce future income taxes. The federal research and development tax credits will begin to expire in 2035, if not utilized. The state research and development tax credits have no expiration date. Utilization of NOL carryforwards and credits may be subject to an annual limitation due to the "ownership change" provisions under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended. An "ownership change" is generally defined as a cumulative change in the ownership interest of significant stockholders over a rolling three-year period in excess of 50 percentage points. Similar provisions under state tax law may also apply. If finalized, Treasury Regulations currently proposed under Section 382 of the Code may further limit our ability to utilize our pre-change NOLs or credits if we undergo a future ownership change. We may experience an ownership change in the future as a result of subsequent shifts in our stock ownership, some of which changes are outside our control. Such ownership changes could result in the expiration of our NOL carryforwards and other tax attributes before they can be utilized and, if we are profitable, our future cash flows could be adversely affected due to our increased tax liability.

Additionally, under the Tax Cut and Jobs Act (the "Tax Act"), as modified by the Coronavirus Aid, Relief, and

Economic Security Act (the “CARES Act”), NOL carryforwards arising in tax years beginning after December 31, 2020 are limited to 80% of taxable income. Under the Tax Act, federal NOL carryforwards arising in tax years beginning after December 31, 2017 may be carried forward indefinitely. Under the CARES Act, federal NOL carryforwards arising in tax years beginning after December 31, 2017 and before January 1, 2021 may be carried back to each of the five tax years preceding the tax year of such loss. The changes in the carryforward and carryback periods as well as the limitation on use of NOL carryforwards may significantly impact our ability to use NOL carryforwards, particularly for tax years beginning after December 31, 2020, as well as the timing of any such use, and could adversely affect our results of operations.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

*Recent Sales of Unregistered Securities.*

None

*Use of Proceeds from Registered Securities*

Not applicable

*Repurchases of Shares or of Company Equity Securities*

None

**Item 3. Defaults Upon Senior Securities**

None

**Item 4. Mine Safety Disclosures**

Not applicable

**Item 5. Other Information**

None

**Item 6. Exhibits**

**EXHIBIT INDEX**

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
3.1	<a href="#">Amended and Restated Certificate of Incorporation.</a>	8-K	3/29/2016	3.1	
3.2	<a href="#">Amended and Restated Bylaws.</a>	8-K	3/29/2016	3.2	
4.1	Reference is made to Exhibits 3.1 through 3.2.				
4.2	<a href="#">Form of Common Stock Certificate.</a>	S-1	1/4/2016	4.2	
4.3	<a href="#">Amended and Restated Investors' Rights Agreement, dated September 16, 2015, by and among Corvus Pharmaceuticals, Inc. and the investors listed therein.</a>	S-1/A	2/8/2016	4.3	
4.4	<a href="#">Form of Warrant</a>	8-K	11/12/2019	4.1	
4.5	<a href="#">Description of Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934</a>	10-K	3/9/2020	4.5	
10.1	<a href="#">Open Market Sale Agreement, dated March 9, 2020, by and between Corvus Pharmaceuticals, Inc. and Jefferies LLC.</a>	S-3	3/9/2020	1.2	
10.2†	<a href="#">Phase I/IB Combination Study Agreement, dated October 5, 2015, by and between Corvus Pharmaceuticals, Inc. and Genentech, Inc.</a>				X
31.1	<a href="#">Certification of Chief Executive Officer required by Rule 13a-14(a) or Rule 15d-14(a).</a>				X
31.2	<a href="#">Certification of Chief Financial Officer required by Rule 13a-14(a) or Rule 15d-14(a).</a>				X
32.1*	<a href="#">Certification required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350).</a>				X
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.				X
101.SCH	Inline XBRL Taxonomy Extension Schema Document.				X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.				X
101.DEF	Inline XBRL Taxonomy Extension Definitions Linkbase Document.				X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.				X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.				X
104	The cover page of Corvus Pharmaceuticals, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2020, formatted in Inline XBRL (contained in Exhibit 101).				X

† Portions of this exhibit have been omitted in accordance with Item 601(b)(10) of Regulation S-K. Exhibit being refiled upon expiration of confidential treatment previously granted by the SEC.

\* The certification attached as Exhibit 32.1 that accompanies this Quarterly Report on Form 10-Q is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Corvus Pharmaceuticals, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in such filing.

**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.

**CORVUS PHARMACEUTICALS, INC.**

Date: October 29, 2020

By:   /s/ Richard A. Miller    
Richard A. Miller, M.D.  
President, Chief Executive Officer and Director  
*(Principal Executive Officer)*

Date: October 29, 2020

By:   /s/ Leiv Lea    
Leiv Lea  
Chief Financial Officer  
*(Principal Financial and Accounting Officer)*

\*\*\* Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

**PHASE I/IB COMBINATION STUDY AGREEMENT**

**BY AND BETWEEN**

**GENENTECH, INC.**

**AND**

**CORVUS PHARMACEUTICALS, INC.**

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## PHASE I/IB COMBINATION STUDY AGREEMENT

**THIS PHASE I/IB COMBINATION STUDY AGREEMENT** (“**Agreement**”) is made and entered into, effective as of October 5, 2015 (“**Effective Date**”), by and between Genentech, Inc., a Delaware corporation, having a principal place of business at 1 DNA Way, South San Francisco, California 94080 (“**Genentech**”) and Corvus Pharmaceuticals, Inc., a Delaware corporation, having a principal place of business at 863 Mitten Road, Suite 102, Burlingame, CA 94010 (“**Corvus**”). Genentech and Corvus are each referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

- A.** Genentech is developing the Genentech Molecule (defined below) for the treatment of certain tumor types;
- B.** Corvus is developing the Corvus Molecule (defined below) for the treatment of certain tumor types.
- C.** Corvus wishes to conduct a Phase I/Ib clinical study evaluating the safety and tolerability of the Corvus Molecule, in patients with selected incurable cancers, as a single agent and in combination with the Genentech Molecule.
- D.** Genentech and Corvus, consistent with the terms of this Agreement, desire to collaborate as more fully described herein, including by providing the Genentech Molecule and the Corvus Molecule for the Study.
- E.** Corvus is willing to provide to Genentech the Study Data, Samples and Final Study Report (each, defined below).

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Genentech and Corvus agree as follows:

### ARTICLE 1 DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth below, unless otherwise specifically indicated.

**1.1** “**Affiliate**” of a Party means any corporation or other business entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Party. For purposes of this definition, the term “control” (including, the correlative meanings, “controlled by” and “under common control with”) means (a) the direct or indirect ownership of more than fifty percent (50%) of the stock having the right to vote for

directors thereof (or general partnership interests) or (b) the ability to otherwise control the decisions of the board of directors or equivalent governing body thereof. Notwithstanding the foregoing, for purposes of this Agreement, Chugai Pharmaceutical Co., Ltd (for purposes of this definition, “**Chugai**”) and FMI Medicine, Inc. (for purposes of this definition, “**FMI**”), and all business entities controlled by Chugai or FMI, shall not be considered Genentech’s Affiliates, unless and until Genentech elects to include one or more of such business entities as its Affiliate, by providing written notice to Corvus of such election.

**1.2** “**Ancillary Agreements**” means the Quality Agreement and the PV Agreement.

**1.3** “**Applicable Law**” means all (a) federal, state, local, national and regional statutes, laws, rules, regulations and directives applicable to a particular activity under this Agreement (including the performance of clinical trials and medical treatment) that may be in effect from time to time (including GCP, GLP, GMP and other laws promulgated by Regulatory Authorities); (b) applicable data protection and patient privacy laws and requirements (including those specified in the EU Data Protection Directive and the regulations issued under HIPAA); (c) export control and economic sanctions regulations that prohibit the shipment of United States-originated products and technology to certain restricted countries, entities and individuals; (d) anti-bribery and anti-corruption laws pertaining to interactions with government agents, officials and representatives (including the United States Foreign Corrupt Practices Act); (e) laws and regulations governing payments to healthcare providers; (f) laws and requirements governing ineligibility to participate in federal, state or other healthcare programs (including debarment under 21 USC § 335a, disqualification under 21 CFR §312.70 or § 812.119, sanctions by a Federal Health Care Program (as defined in 42 USC § 1320a-7b(f)), including the federal Medicare or a state Medicaid program); and (g) successor or replacement statutes, laws, rules, regulations and directives relating to the foregoing.

**1.4** “**Business Day**” means a day, other than a Saturday, Sunday or day on which commercial banks located in San Francisco, California are authorized or required by law or regulation to close.

**1.5** “**Case Report Form**” means the form (whether paper or electronic) for collecting certain data about each Subject, including the data collected for such Subject.

**1.6** “**CFR**” means the United States Code of Federal Regulations.

**1.7** “**Collaboration IND**” means the IND that includes the Protocol.

**1.8** “**Collaboration Invention**” means any invention, discovery or creation (including materials and Know-How but excluding Study Data and Sample Data) that is first conceived or reduced to practice by a Party (directly or by a Third Party on its behalf) or jointly by the Parties, in each case, (1) [\*\*\*]; (2)[\*\*\*]; or (3) [\*\*\*]. Collaboration Inventions may include new uses, compositions or formulations [\*\*\*]

[\*\*\*].

**1.9** “**Combination**” means the Genentech Molecule and the Corvus Molecule used in combination, but not co-formulated together.

**1.10** “**Competitive Product**” means any compound or molecule that is [\*\*\*].

**1.11** “**Confidential Information**” means nonpublic information (including Know-How) (i) that is disclosed by or on behalf of one Party to the other or its designee in connection with this Agreement (whether orally, electronically, visually or in writing) and/or (ii) Joint Confidential Information.

**1.12** “**Corvus Molecule**” means the investigational medicinal product identified as CPI-444 in final form for administration to Subjects in the Study. CPI-444 is an investigational adenosine-2A (A<sub>2A</sub>) receptor antagonist that has the following chemical formula: [\*\*\*].

**1.13** “**CRO**” means a Third Party service provider (e.g., a person or organization) that assumes one or more obligations of the Sponsor, in accordance with Title 21 of the CFR, or the equivalent assumption of obligations in a jurisdiction other than the United States.

**1.14** “**Database Lock**” means the database lock of the Study Data after Study Completion.

**1.15** “**Data Review Committee**” or “**DRC**” is defined in Section 3.2(a).

**1.16** “**EMA**” means, collectively, the European Medicines Agency and the European Commission (with respect to its functions related to marketing authorizations for medicinal products), or any successor entity thereto performing similar functions.

**1.17** “**FDA**” means the United States Food and Drug Administration, or any successor entity thereto performing similar functions.

**1.18** “**Final Study Report**” is defined in Section 1.1(c).

**1.19** “**GCP**” means, as to the United States and the European Union, applicable good clinical practices (for the design, conduct, performance, monitoring, auditing, recording, analyses, and reporting of clinical trials that provides assurance that the data and reported results are credible and accurate, and that the rights, integrity, and confidentiality of trial subjects are protected) in effect in the United States and the European Union, respectively, during the term of the Agreement and, with respect to any other jurisdiction, clinical practices equivalent to good clinical practices then in effect in the United States or the European Union.

**1.20** “**Genentech Molecule**” means atezolizumab in final form for administration to Subjects in the Study. Atezolizumab is an investigational monoclonal antibody that targets PD-L1 (programmed death-ligand 1) and is also identified as an anti-PD-L1 antibody (MPDL3280A and RG7446).

**1.21** “**GLP**” means, as to the United States and the European Union, applicable good laboratory practices in effect in the United States and the European Union, respectively, during the term of the Agreement and, with respect to any other jurisdiction, laboratory practices equivalent to good laboratory practices then in effect in the United States or the European Union.

**1.22** “**GMP**” means, as to the United States and the European Union, applicable good manufacturing practices in effect in the United States and the European Union, respectively, during the term of the Agreement and, with respect to any other jurisdiction, manufacturing practices equivalent to good manufacturing practices then in effect in the United States or the European Union.

**1.23** “**HIPAA**” means, collectively, the United States Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, as amended from time to time.

**1.24** “**IND**” means an investigational new drug application filed or to be filed with the FDA as described in 21 CFR Part 312, or the equivalent filing with a relevant Regulatory Authority in any jurisdiction (including an investigational medicinal product dossier filed or to be filed with the EMA or a clinical trial application filed or to be filed with Health Canada), together with any amendments, supplements or other additions or deletions thereto.

**1.25** “**Investigator**” is defined in 21 CFR § 312.3(b) and, under this Agreement, means an individual who conducts the Study at a Participating Site in any jurisdiction.

**1.26** “**IRB**” means an institutional review board as described in 45 CFR Part 46, or the equivalent entity (such as an independent ethics committee) in any jurisdiction.

**1.27** “**JDC Chair**” is defined in Section 3.1(a).

**1.28** “**JDC Co-Leader**” is defined in Section 3.1(a).

**1.29** “**Joint Development Committee**” or “**JDC**” is defined in Section 3.1(a).

**1.30** “**Joint Patent**” is defined in Section 6.4(a).

**1.31** “**Know-How**” means all information, unpatented inventions (whether or not patentable), improvements, practices, formula, trade secrets, techniques, methods, procedures, knowledge, results, test data (including pharmacological, toxicological, pharmacokinetic and pre-clinical and clinical information and test data, related reports, structure-activity relationship data and statistical analysis), analytical and quality control data, protocols, processes, models, designs, and other information regarding research, discovery, development, marketing, pricing, distribution, cost, sales and manufacturing. Know-How shall not include any Patents.

**1.32** “**Molecules**” means the Genentech Molecule and the Corvus Molecule. A “**Molecule**” means either the Genentech Molecule or the Corvus Molecule, as applicable.

**1.33** “**Molecule Supply Plan**” means the plan for supplying the Genentech Molecule for the Study attached hereto as Exhibit C.

**1.34** “**NDA**” means a new drug application filed or to be filed with the FDA as described in 21 CFR Part 314, or the equivalent filing with a relevant Regulatory Authority in any jurisdiction (including a marketing authorization application filed or to be filed with the EMA or Health Canada), together with any amendments, supplements or other additions or deletions thereto.

**1.35** “**Participating Site**” means a hospital or other institution participating in the Study.

**1.36** “**Patents**” means all patents and patent applications and any patents issuing therefrom or claiming priority to, in any country, including any reissues, extensions, supplementary protection certificates, registrations, divisions, continuations, continuations-in-part, reexaminations, substitutions or renewals thereof.

**1.37** “**PD-1 Antagonist**” means any molecule that [\*\*\*].

**1.38** “**PD-L1 Antagonist**” means any molecule that [\*\*\*].

**1.39** “**Project Participants**” means Investigators, Subinvestigators, Participating Sites, CROs, drug distributors, vendors and subcontractors or agents of Corvus (or its Affiliates), who conduct or assist in conducting the Study or provide related services.

**1.40** “**Prosecution and Maintenance**” or “**Prosecute and Maintain**” with regard to a given Patent, means the preparation, filing, prosecution and maintenance of such Patent, as well as any ex parte and inter partes proceedings, including reexaminations, reissues, applications for patent term extensions, interferences, derivation proceedings, post-grant review proceedings, oppositions and other similar administrative proceedings with respect to such Patent.

**1.41** “**Protocol**” means the mutually agreed protocol by the Parties attached hereto as Exhibit A, titled “A Phase 1/1b, Open-Label, Multicenter, Repeat-Dose, Dose Selection Study of CPI-444 as Single Agent and in Combination with Atezolizumab in Patients with Selected Incurable Cancers,” which may be amended by the JDC in accordance with this Agreement.

**1.42** “**PV Agreement**” is defined in Section 2.7(a).

**1.43** “**Quality Agreement**” is defined in Section 4.3.

**1.44** “**Regulatory Authority**” means (a) the FDA; (b) the EMA; or (c) any regulatory authority or body performing similar functions in any jurisdiction anywhere in the world.

**1.45** “**Regulatory Documentation**” means any document submitted to a Regulatory Authority, including all INDs, NDAs, drug master files, correspondence with Regulatory Authorities, periodic safety update reports, adverse event files, complaint files, inspection reports and manufacturing records.

**1.46** “**Roche Group**” means Genentech and its Affiliates.

**1.47** “**Sample Analyses**” is defined in Section 5.2.

**1.48** “**Sample Analysis Plan**” means the plan, attached as Exhibit B, that outlines the Sample Analyses to be performed by Corvus or Genentech and the priority for performing such Sample Analysis.

**1.49** “**Sample Data**” is defined in Section 5.3(a).

**1.50** “**Samples**” is defined in Section 5.2(a).

**1.51** “**Specifications**” means, with respect to a Molecule, the set of requirements for such Molecule set forth in the Quality Agreement.

**1.52** “**Sponsor**” is defined in 21 CFR § 312.3(b) and, under this Agreement, means the entity that takes responsibility for and initiates the Study in any jurisdiction.

**1.53** “**Study**” means the Phase I/Ib clinical study to be sponsored and conducted by Corvus as set forth in the Protocol. The principal purpose of the Study is a preliminary determination of the safety of Corvus Molecule as a single agent and in combination with Genentech Molecule, consistent with the requirements further described in 21 CFR § 312.21(a) (as may be amended) or foreign counterpart thereto, or a similar clinical study in a country other than the United States. [\*\*\*].

**1.54** “**Study Completion**” means the last Subject visit specified in the Protocol for primary endpoint evaluation.

**1.55** “**Study Data**” means all data (including raw data), Case Report Forms, findings, conclusions and other results, in all cases, from the single agent arm and Combination arm of the Study and the Final Study Report, including investigator reports (both preliminary and final), statistical analyses and expert opinions and reports. Study Data excludes Sample Data.

**1.56** “**Subinvestigator**” is defined in 21 CFR § 312.3(b) and, in the event the Study is conducted by a team at a Participating Site, means an individual designated by the Investigator to be the responsible leader of such team.

**1.57** “**Subject**” is defined in 21 CFR § 312.3(b) and, under this Agreement, means a human who participates in the Study in any jurisdiction.

**1.58** “Third Party” means any person or entity other than a Party or its Affiliates.

**ARTICLE 2**  
**CONDUCT OF THE STUDY; REGULATORY MATTERS**

**2.1 Overview.** The Parties wish to collaborate regarding the Study to be conducted under this Agreement. Each Party shall use commercially reasonable efforts to perform its obligations hereunder.

**2.2 Sponsor.** Corvus shall be the Sponsor of the Study. Corvus shall conduct, and use commercially reasonable efforts to cause all Project Participants to conduct, the Study in accordance with this Agreement, the Protocol and Applicable Law. Corvus shall be responsible for obtaining all approvals and clearances necessary to conduct the Study, including approvals from Regulatory Authorities and IRBs and customs clearances. In no event shall Genentech or any member of the Roche Group be deemed a Sponsor of the Study.

**2.3 Collaboration IND; Protocol. (a)**

**(a) Collaboration IND.** Corvus shall prepare and file IND #126559 for the Study (“Collaboration IND”). Subject to the ownership provisions of Sections 5.1, 5.3 and 6.1, Corvus shall own all right, title and interest in and to the Collaboration IND and related Regulatory Documentation.

**(b) Protocol.** The Protocol for such Collaboration IND is set forth in Exhibit A. Any amendments to the Protocol shall be reviewed and approved by Genentech in accordance with Section 3.1. Subject to the terms of this Agreement, Corvus shall be responsible for preparing and filing all necessary Regulatory Documentation for the Collaboration IND and the Study.

**(c) Investigator’s Brochure for the Combination.** Corvus shall prepare an investigator’s brochure for the Combination. Genentech shall provide to Corvus those portions of the investigator’s brochure (and any updates) for the Genentech Molecule that pertain to safety matters and other information that may be required by Corvus to prepare the investigator’s brochure for the Combination. Corvus shall provide a draft of the Combination investigator’s brochure to Genentech and shall duly consider Genentech’s comments.

**2.4 Enrollment.** Commencing on or after the date the PV Agreement is executed by the Parties, Corvus may begin enrolling Subjects in the Study in compliance with Applicable Law. Corvus shall be responsible for tracking enrollment at Participating Sites which shall not exceed the maximum number of Subjects specified in the Protocol, unless such number is increased by an amendment to the Protocol.

**2.5 Project Participants.** Corvus shall be solely responsible for the performance and conduct of the Project Participants, including monitoring the conduct of the Study at the Participating Sites. Corvus shall be solely responsible for negotiating and executing the necessary agreements with all Project Participants. Corvus shall ensure that (a) all such



agreements include terms and conditions that are necessary for Corvus to comply with the terms and conditions of this Agreement (including the confidentiality provisions in Article 7); (b) all Project Participants are appropriately qualified and satisfy the requirements of Section Article 1; and (c) the compensation being paid to a Project Participant under its agreement with Corvus for the Study constitutes the fair market value of the services to be provided. In no event shall any agreement with a Project Participant represent that any member of the Roche Group is a Sponsor or is otherwise responsible for the Study.

## 2.6 Regulatory Matters. (d)

(a) **Generally.** Corvus shall comply with all guidance and direction provided by Regulatory Authorities and IRBs with jurisdiction over the Study. Corvus shall perform all regulatory obligations related to the Study, including preparation and submission of Regulatory Documentation for the Study, in accordance with the Protocol and Applicable Law.

(b) **Interactions with Regulatory Authorities.** Corvus shall promptly provide Genentech with a copy of any material notice, inquiry or correspondence that Corvus (or a Project Participant) receives from a Regulatory Authority regarding the Study (“**Material Regulatory Notice**”), including any serious safety matter related to a Party’s Molecule or the Combination and any inspection or investigation by a Regulatory Authority. Genentech shall have the right (but not the obligation) to provide comments to any response to such Material Regulatory Notice and to participate in any discussions with a Regulatory Authority to the extent permitted by such Regulatory Authority. Without limiting Genentech’s obligations under Section 2.9, Genentech shall promptly provide Corvus with a copy of any [\*\*\*].

(c) **Letter of Cross-Reference.** Promptly, but no later than [\*\*\*], after the Effective Date, Genentech shall provide to Corvus a letter of cross-reference authorizing Corvus to reference certain information previously provided by Genentech in its INDs for the Genentech Molecule as support for the Combination portion of the Study in accordance with 21 CFR § 312.23(b). Such letter of cross-reference shall remain in full force and effect unless it is withdrawn by Genentech due to termination of this Agreement by a Party.

## 2.7 Adverse Experience Reporting.

(a) Prior to enrollment of Subjects in the Study, the Parties shall enter into a pharmacovigilance agreement setting forth the Parties’ responsibilities and obligations with respect to the procedures and timeframes for compliance with Applicable Law pertaining to safety reporting of the respective Molecules and the Combination (“**PV Agreement**”).

(b) The Parties shall cooperate in determining how to respond to adverse experience reports under the Study. For adverse experience reports solely related to the Corvus Molecule, Corvus shall have final decision making authority. For adverse experience reports solely related to the Genentech Molecule, Genentech shall have final decision making authority. For adverse experience reports solely related to the Combination, [\*\*\*]

\*\*\*]. Notwithstanding the foregoing, Corvus may submit a response to Regulatory Authorities if required by a regulatory deadline.

(c) Corvus shall be responsible for reporting adverse events from the Study to Regulatory Authorities in accordance with Applicable Law, including 21 CFR § 312.32.

## 2.8 Documentation, Updates and Final Study Report.

(a) **Documentation.** Each Party shall maintain reports and documentation arising in connection with the Study in good scientific manner and in compliance with Applicable Law. Each Party shall provide to the other Party all such reports and documentation arising from the Study (including reports of interim analyses, if applicable) reasonably requested to enable each Party to comply with any of its legal, regulatory and/or contractual obligations, or in response to any request by a Regulatory Authority.

(b) **Updates.** Corvus shall provide written updates regarding the status of the Study (including enrollment status, project timelines, Genentech Molecule inventory and Genentech Molecule forecasting) to Genentech on a quarterly basis within \*\*\*] of the end of each calendar quarter or such other time as reasonably requested by Genentech. Following receipt of such written update, Genentech may request that Corvus make available personnel and/or Project Participants (if requested by Genentech) responsible for the Study on a reasonable basis to address Genentech's questions regarding such written update, either in person or by telephone. Genentech shall provide a list of questions and/or topics for discussion in advance of such meeting.

(c) **Final Study Report.** Corvus shall complete the Study as outlined in the Protocol. Corvus shall summarize the findings of the Study in a Final Study Report. Corvus shall provide the Final Study Report to Genentech within \*\*\*] after Database Lock. "**Final Study Report**" means a formal clinical study report documenting and summarizing the results and interpretation of the Study, including the trial design, trial objectives, patient assessment, data analysis, results, risk/benefit analysis, safety and effectiveness, in accordance with the requirements of then-existing Regulatory Authority rules, regulations and guidance on the structure and content of clinical study reports.

2.9 **Genentech Study Responsibilities.** In addition to Genentech's obligations to supply the Genentech Molecule under Section 4.2, Genentech shall provide and make available to Corvus any necessary information about the Genentech Molecule to support Corvus in conducting the Study. Further, Genentech shall provide reasonable assistance to Corvus' to support Corvus' interactions with Regulatory Authorities and IRBs in connection with the Study.

## 2.10 Costs. \*\*\*].

**2.11 Additional Studies.** During the Term and continuing [\*\*\*], Corvus agrees to negotiate exclusively with Genentech for a period of [\*\*\*] prior to entering into any clinical study or clinical development agreement with a Third Party involving the combination of Corvus Molecule and any PD-L1 Antagonist or PD-1 Antagonist. During such [\*\*\*], the Parties shall discuss in good faith the terms and conditions for collaborating with each other to conduct further clinical studies of the Combination, including terms [\*\*\*].

**2.12 Right of First Negotiation. (a)** During the Term and continuing through [\*\*\*] (“**RFN Period**”), Corvus shall negotiate exclusively with Genentech for a period of up to [\*\*\*] prior to entering into any agreement with a Third Party for a license relating to the development and commercialization of the Corvus Molecule (a “**Corvus License**”). Notwithstanding the foregoing, if Genentech enters into a license with or acquires a Third Party with a Competitive Product during the RFN Period, Genentech will notify Corvus and all of Corvus’ obligations under this Section 2.12(a) will expire on the effective date of such transaction. Further, Genentech will thereafter adopt reasonable procedures to prevent any disclosure and/or use of Confidential Information of Corvus or Joint Confidential Information, as the case may be, to such Third Party and provide notice to Corvus describing such procedures as soon as practicable. For clarity, the obligations and covenants set forth in this Section 2.12(a) expressly exclude and shall not limit the separate activities of Genentech’s Affiliates, including the Roche pRED (Research and Early Development) organization.

**(b)** If Corvus is interested in negotiating with Genentech and/or a Third Party the terms of a Corvus License during the RFN Period, it shall so notify Genentech in writing. Thereafter, the Parties shall negotiate, on an exclusive basis, the terms and conditions of a potential Corvus License for a period of [\*\*\*] after Genentech receives such notice from Corvus, or such longer time period as the Parties may mutually agree in writing (the “**Exclusive Negotiation Term**”). If Corvus and Genentech do not reach mutually agreeable terms and conditions of a Corvus License during the Exclusive Negotiation Term, then Corvus shall be free to negotiate and enter into a Corvus License with a Third Party; provided that Corvus shall not, during the [\*\*\*] period following the end of the Exclusive Negotiation Term, enter into any Corvus License with a Third Party on terms more favorable to such Third Party than those last proposed by Genentech. If Corvus enters into a Corvus License with a Third Party during the [\*\*\*] following the end of the Exclusive Negotiation Term, Corvus shall so notify Genentech. Genentech shall have the right, within [\*\*\*] days after Corvus enters into such Corvus License, [\*\*\*].

### ARTICLE 3 GOVERNANCE

#### 3.1 Joint Development Committee.

(a) **Establishment of the JDC.** Within thirty (30) days after the Effective Date, the Parties shall establish a Joint Development Committee (“**Joint Development Committee**” or “**JDC**”) to oversee the Study. The JDC shall be composed of [\*\*\*] representatives designated by each Party (and the Parties need not have the same number of representatives). The representatives shall be appropriate (in terms of their seniority, availability, function in their respective organizations, training and experience) for the activities then being undertaken. Each Party shall designate one of its representatives as its primary JDC contact for JDC matters (each, a Party’s “**JDC Co-Leader**”). Corvus’ JDC Co-Leader shall chair the Joint Development Committee (“**JDC Chair**”), including scheduling JDC meetings (at the request of either Party) and setting meeting agendas. A Party may replace any or all of its representatives (and designated JDC Co-Leader) at any time by informing the other Party’s JDC Co-Leader in advance, in writing (which may be by email). The JDC shall exist during the Term, unless otherwise mutually agreed by the Parties in writing.

(b) **Responsibilities of the JDC.** The Joint Development Committee shall be responsible for the following activities:

- (i) reviewing and approving amendments to the Protocol;
- (ii) approving Participating Sites and Investigators;
- (iii) reviewing the progress of the Study and making necessary joint decisions;
- (iv) establishing the Data Review Committee (as described in Section Article 2) and deciding whether and how address its recommendations;
- (v) evaluating and determining how to address any safety matters related to the Combination;
- (vi) reviewing the progress of the Sample Analysis Plan and making necessary joint decisions, including subsequent amendments to the Sample Analysis Plan and determining the timing for Sample Analysis to be performed by a Party and the transfer of results to the other Party;
- (vii) coordinating the transfer of materials and information between the Parties, including the Study Data, the Final Study Report, the Samples and the Sample Data;
- (viii) addressing any issues that may arise in the event of a shortage of supply of Corvus Molecule or Genentech Molecule for the Study, subject to Section 4.3;
- (ix) attempting to resolve any Disputes related to the Study; and
- (x) performing such other functions as appropriate to further the purposes of the Study, or as otherwise specified in this Agreement.

(c) **Unanimous Decisions.** Actions and decisions to be taken by the JDC shall be made only following a unanimous vote, with each Party’s representatives on the JDC

having collectively one (1) vote. If the JDC cannot reach unanimous agreement within [\*\*\*] of a matter being brought to a vote, either Party may refer the dispute to the Parties' executives for resolution in accordance with Section 15.1 and the other provisions of Article 15. The JDC has no authority to amend, or to waive compliance with, any provisions of this Agreement.

**(d) Meetings; Attendees; Decisions.** Once established, the Joint Development Committee shall meet at least once each calendar quarter and at such other times as deemed appropriate by the JDC. The JDC may meet in person or via teleconference, video conference or the like, provided that at least one (1) meeting per calendar year shall be held in person (unless otherwise agreed by the Parties). Each Party shall bear the expense of its respective representatives' participation in JDC meetings. If a Party's representative is unable to attend a given meeting, such Party may designate a knowledgeable alternate to attend such meeting and perform the functions of such representative. Each Party may invite a reasonable number of non-voting employees, consultants or scientific advisors to attend JDC meetings, provided that such invitees are bound by appropriate confidentiality obligations. The JDC shall maintain written minutes of each JDC meeting, including all decisions made, action items assigned or completed and other appropriate matters. The JDC Chair shall prepare the initial draft minutes and provide the Genentech Co-Leader with ten (10) business days for Genentech to review and approve such minutes.

**(e) Sub-Teams; Designees.** From time to time, the Joint Development Committee may establish sub-teams to oversee particular projects or activities, and such sub-teams will be constituted and operate as determined by the JDC. From time to time, the JDC may designate individuals (by name or function) to oversee activities, and such designees will perform such activities as determined by the JDC.

### **3.2 Data Review Committee.**

**(a) Establishment of the DRC; Meetings.** Under the direction of the Joint Development Committee, the Parties shall establish a Data Review Committee ("**Data Review Committee**" or "**DRC**") to monitor the safety of the Molecules being used in the Study. The DRC shall be composed of [\*\*\*]. The DRC shall [\*\*\*] during the Study.

**(b) Responsibilities of the DRC.** The Data Review Committee shall be responsible for performing the following functions:

**(i)** evaluating suspected dose-limiting toxicities (using criteria defined in the Protocol, if applicable) and adjudicating treatment related adverse events, based on clinical experience with the Molecules;

- (ii) making recommendations to the JDC to hold dosing or enrollment, if safety data require further evaluation;
- (iii) making recommendations to the JDC to end dosing or enrollment; and
- (iv) performing such other functions as directed by the JDC.

(c) **Advisory Body.** The Data Review Committee shall be solely an advisory body to the JDC and shall not have any power to make decisions that bind either Party.

#### **ARTICLE 4 SUPPLY OF STUDY DRUGS**

**4.1 Corvus Molecule.** Corvus shall use commercially reasonable efforts to supply for use in the Study, at its expense, sufficient quantities of the Corvus Molecule to conduct the Study. Corvus represents and warrants to Genentech that the Corvus Molecule used in the Study shall be manufactured in compliance with the Specifications for the Corvus Molecule and Applicable Law.

#### **4.2 Genentech Molecule.**

(a) **Manufacture and Supply.** Genentech shall use commercially reasonable efforts to supply for use in the, at its expense, the quantities of the Genentech Molecule specified in the Molecule Supply Plan attached hereto as Exhibit C. Genentech represents and warrants to Corvus that such Genentech Molecule shall be manufactured in compliance with: the Specifications for the Genentech Molecule, Applicable Law and the Quality Agreement. Genentech or its designee will deliver Genentech Molecule to (i) Corvus or (ii) a Project Participant as designated by Corvus or the Joint Development Committee (for purposes of Section 4.2, “**Delivery Locations**”).

(b) **Delivery.** Genentech shall deliver the Genentech Molecule to the Delivery Locations in accordance with the Quality Agreement and the timelines specified in the Molecule Supply Plan or determined by the Joint Development Committee. Corvus shall require the Project Participants to (i) maintain accurate records of all Genentech Molecule received and dispensed in the conduct of the Study and (ii) properly store all Genentech Molecule, in accordance with any written instructions provided by Genentech and Applicable Law, in a secure and locked location to prevent theft or misuse.

(c) **Remaining Molecule.** Upon completion or termination of the Study, Corvus shall ensure that all unused quantities of Genentech Molecule, as well as all used vials and bottles containing the Genentech Molecule, are destroyed in accordance with Corvus’ standard operating procedures and documented accordingly (including certifying such destruction in writing to Genentech), or returned to Genentech or its designated agent if requested by Genentech.

**(d) Use of Genentech Molecule.** From the Effective Date until the first to occur of Study Completion or any earlier termination of the Study, Corvus (i) has the right to use the Genentech Molecule for the purpose of conducting the Study and shall use the Genentech Molecule solely for such purpose. Corvus shall use, store, transport, handle and dispose of the Genentech Molecule in compliance with Applicable Law, the Quality Agreement and all instructions from Genentech. Corvus shall not use the Genentech Molecule for any research, development or commercial purpose; Corvus shall not attempt to derive or reverse engineer the composition or underlying information or structure of the Genentech Molecule, and in particular shall not analyze the Genentech Molecule by physical, chemical or biochemical means, except as necessary to perform its obligations under the Quality Agreement. [\*\*\*]. The provisions of this Section 4.2(d) shall apply to any Third Party performing Study-related activities on behalf of Corvus *mutatis mutandis*.

**4.3 Insufficient Quantities.** In the event that a Party determines that there are insufficient quantities of the Corvus Molecule or the Genentech Molecule to reach Study Completion, such Party shall promptly provide written notice to the other Party, including what quantities of its Molecule, if any, are available for the Study. The JDC will promptly discuss how to address the shortage and allocate the available amounts of Corvus Molecule or Genentech Molecule, as applicable. Notwithstanding the foregoing, [\*\*\*].

**4.4 Quality Agreement.** Within [\*\*\*] of executing this Agreement, the Parties shall enter into a quality agreement establishing the quality requirements for Genentech Molecule (“**Quality Agreement**”). In the event of a conflict between the Quality Agreement and this Agreement, this Agreement shall govern and control, unless otherwise expressly provided in the Quality Agreement.

**4.5 Mutual Obligations.** Each Party shall obtain and maintain all regulatory approvals (including facility licenses) required to manufacture its respective Molecule in compliance with Applicable Law.

**(b)** Each Party shall notify the other Party as promptly as possible in the event any manufacturing delay (or other event) is likely to adversely affect its ability to fulfill its obligations to supply its Molecule under this Agreement.

**(c)** Each Party hereby agrees that it shall not disclose to the other Party information related to the identity (including chemical identity), chemical structure, or sequence (amino acid or nucleic acid) of its proprietary Molecule. [\*\*\*]

[\*\*\*].

(d) For clarity, this Agreement does not create any obligation on the part of either Party to provide its Molecule for any activities or purposes other than to conduct the Study.

## ARTICLE 5 STUDY DATA; SAMPLE ANALYSES AND SAMPLE DATA

### 5.1 Study Data.

(a) **Database.** Corvus shall maintain all Study Data in its database in accordance with Applicable Law. [\*\*\*], Corvus shall timely provide such Study Data to Genentech via electronic data transfer, in SAS format or as otherwise agreed by the Parties.

(b) **Ownership of Study Data.** Corvus shall own all right, title and interest in and to Study Data from the single agent arm of the Study and such Study Data shall be deemed Corvus Confidential Information. Corvus and Genentech shall [\*\*\*]. Genentech has the right to [\*\*\*].

### 5.2 Samples and Sample Analyses.

(a) **Samples.** During the Study, Corvus will direct the collection of certain biologic samples from Subjects in both the single agent arm and Combination arm (“**Samples**”), as set forth in the Protocol.

(b) **Sample Analysis.** Each Party, [\*\*\*], shall perform (directly or through an Affiliate or Third Party acting on its behalf) the testing procedures and analyses of the Samples (together “**Sample Analysis**”) pursuant to the sample analysis plan attached hereto as Exhibit B (“**Sample Analysis Plan**”). The Sample Analysis shall be performed by a Party within [\*\*\*] of receipt of the Samples or such other timeline as determined by the JDC. Neither Party shall use the Samples for any purpose other than to perform the Sample Analyses for which it is responsible, without the prior written consent of the other Party. Corvus shall provide to Genentech the Samples necessary for Genentech to perform the Sample Analyses.

### 5.3 Sample Data.

(a) Corvus and Genentech will each generate data [\*\*\*]. Each Party shall



provide to the other Party the results and/or analysis generated in the course of performing Sample Analyses for both the single agent arm and the Combination arm via electronic data transfer or other format/media determined by the JDC. Such results and/or analysis shall be provided to the other Party within [\*\*\*] of completion of the assay or as otherwise agreed by the JDC.

(b) Corvus shall own all right, title and interest in and to [\*\*\*] shall be deemed Corvus Confidential Information.

(c) Corvus and Genentech shall [\*\*\*] (collectively “[\*\*\*] **Sample Data**”). [\*\*\*] Sample Data shall be deemed Joint Confidential Information.

## ARTICLE 6 INTELLECTUAL PROPERTY

### 6.1 Inventorship; Ownership and Use; Definitions.

(a) **Inventorship.** The inventorship of any Collaboration Invention shall be determined in accordance with United States patent laws.

#### (b) Sole Ownership and Use of Molecule-Specific Inventions

(i) Corvus shall solely own all right, title and interest in and to any Collaboration Invention that [\*\*\*] (“**Corvus Owned Invention**”). For the avoidance of doubt, any Collaboration Invention generically encompassing [\*\*\*], is a Corvus Owned Invention. Corvus shall have the right to use and exploit any Corvus Owned Invention for any and all purposes. Further, Corvus shall be obligated to disclose any such Corvus Owned Invention [\*\*\*].

(ii) Genentech shall solely own all right, title and interest in and to any Collaboration Invention that [\*\*\*] (“**Genentech Owned Invention**”). For the avoidance of doubt, any Collaboration Invention generically encompassing [\*\*\*], is a Genentech Owned Collaboration Invention. Genentech shall have the right to use and exploit any Genentech Owned Invention for any and all purposes. Further, Genentech shall be obligated to disclose any such Genentech Owned Invention [\*\*\*].

**(c) Joint Ownership and Use of Jointly Owned Inventions.** Genentech and Corvus shall jointly own all right, title and interest in and to the any Collaboration Invention that relates to [\*\*\*] (in both cases, a “**Jointly Owned Invention**”) and any Patent that claims or covers a Jointly Owned Invention (each, a “**Joint Patent**”). Each Party shall promptly disclose to the other Party any Jointly Owned Invention. During and after the Term, Genentech and Corvus shall use Joint Confidential Information solely in connection with the activities contemplated by, the exercise of rights permitted by or in order to further the purposes of this Agreement as more specifically set forth in Section 7.1(b), unless otherwise agreed in writing by the Parties. After the Term, with respect to Joint Patents only, Genentech and Corvus shall [\*\*\*].

**(d) Assignments and Cooperation.** Each Party hereby assigns to the other Party any joint or sole ownership interest in the Collaboration Inventions as necessary to effectuate ownership of the Collaboration Inventions as set forth in this Section 6.1. Each Party shall require its employees and Third Parties acting on a Party’s behalf to assign to such Party any Collaboration Inventions conceived, reduced to practice or otherwise created by such employees or Third Parties, and to cooperate with such Party in connection with obtaining patent protection therefor. The Parties agree to cooperate with each other to effectuate ownership of the Collaboration Inventions as set forth in Section 6.1, including by executing and recording documents.

## 6.2 Licenses.

**(a) License to Corvus.** Genentech hereby grants to Corvus a non-exclusive, worldwide, fully paid, perpetual, sublicensable (as described in Section 6.2(c)) license, under Genentech’s right, title and interest in and to the Genentech Owned Inventions, solely for the purpose of performing [\*\*\*] for use in the Combination.

**(b) License to Genentech.** Corvus hereby grants to Genentech a non-exclusive, worldwide, fully paid, perpetual, sublicensable (as described in Section 6.2(c)) license, under Corvus’ right, title and interest in and to the Corvus Owned Inventions, solely for the purpose of performing [\*\*\*] for use in the Combination.

**(c) Sublicenses; Exercise of Licensed Rights by Third Parties.** Each Party may sublicense the rights granted to such Party under this Section 6.2, and any rights under such sublicense may be further sublicensed [\*\*\*]. Further, the rights under such licenses may be exercised by an Affiliate or Third Party on behalf of such Party (or a sublicensee) without the grant of a sublicense of such rights.

**(d) No Implied Licenses.** Except as otherwise expressly provided in this Agreement, this Agreement does not grant any right or license to either Party under any of the

other Party's intellectual property rights (including pre-existing or independently developed intellectual property rights), and no other right or license is to be implied or inferred from any provision of this Agreement or by the conduct of the Parties.

**6.3 Patent Prosecution and Maintenance of Solely Owned Inventions.** Each Party, [\*\*\*], has the right (but not the obligation) to Prosecute and Maintain any Patents for Collaboration Inventions that such Party solely owns, including the right to use Study Data and Sample Data in such Prosecution and Maintenance.

**6.4 Patent Prosecution and Maintenance of Jointly Owned Inventions.**

**(a) Prosecution and Maintenance of Joint Patents.** At Genentech's sole cost and expense, Genentech shall be responsible for the Prosecution and Maintenance of any Joint Patent through mutually agreed outside counsel ("**Outside Patent Counsel**"); provided that Genentech consults with Corvus on the Prosecution and Maintenance of any such Joint Patents as set forth in this Section 6.4. Genentech shall instruct Outside Patent Counsel to provide each of Genentech and Corvus with copies of any and all papers associated with such Prosecution and Maintenance, including all filings, submissions and correspondence to and from a patent office pertaining to such Prosecution and Maintenance so as to give Corvus reasonable opportunities to provide comments in connection with such Prosecution and Maintenance. Genentech and Corvus shall consult with each other after receiving any substantive action or after any material development in such Prosecution and Maintenance (including issues regarding the scope of, the allowance of or the rejection of any claims and any proposed or actual response to any correspondence from a patent office in connection with any such patent applications or patents). Genentech shall consider and incorporate Corvus' reasonable comments with respect to such Prosecution and Maintenance.

**(b) Selection of Outside Patent Counsel.** Outside Patent Counsel shall be selected by Genentech, following consultation with Corvus, within sixty (60) days of the Effective Date or such other date as mutually agreed by the Parties. During the Term, Genentech may, in its sole discretion, change the selected outside counsel to new patent counsel, *provided* that Genentech consults with Corvus prior to make such change. Following any such change of patent counsel in accordance with this Section 6.4, the new patent counsel shall be deemed "Outside Patent Counsel" for purposes of this Section 6.4.

**(c) Step-in Rights.** In the event that Genentech declines to Prosecute and Maintain a Patent for a Jointly Owned Invention or wishes to discontinue the Prosecution and Maintenance of a Joint Patent in any countries or in particular countries, Corvus, at its sole option, may continue such Prosecution and Maintenance, at Corvus' sole cost and expense.

**(d) Limitations on Filing of Joint Patents.** Each Party covenants and agrees that it will not, directly or indirectly, without the prior written consent of the other Party, file any Patent covering a Jointly Owned Invention. In the event [\*\*\*].

**(e) Joint Research Agreement.** This Agreement shall be deemed a joint research agreement under 35 U.S.C. §102(c) and any foreign counterparts entered into for the purpose of developing the combination of Corvus Molecule and Genentech Molecule.

**(f) European Patent Court.** At any time prior to the end of the “transitional period” as such term is used in Article 83 of the Agreement on a Unified Patent Court between the participating Member States of the European Union, for a given relevant EU Patent, Genentech may request in writing that Corvus, with respect to Patents claiming a Jointly Owned Invention, either (i) opt out from the exclusive competence of the Unified Patent Court or (ii) if applicable, withdraw a previously-registered opt-out, and Corvus shall notify the Registry [\*\*\*] and take such other action as may be necessary to effect the opt-out or opt-out withdrawal (“Register”). Corvus shall Register [\*\*\*] as a result of taking the requested action.

### **6.5 Third Party Infringement, Third Party Challenges and Third Party Allegations of Infringement.**

**(a) Notice.** Each Party shall promptly provide the other Party with written notice reasonably detailing any known or alleged infringement by a Third Party of any Joint Patent, including Third Party submissions and post-grant reviews, unenforceability, or non-infringement of any such Joint Patent (collectively “**Third-Party Infringement**”). Within fifteen (15) days after receipt of such notice, the Parties shall consult with each other to determine the response to any Third Party Infringement.

#### **(b) Enforcement or Defense.**

**(i)** Subject to consultation with Corvus as set forth in Section 6.4(a), Genentech will have the initial right to determine and control a course of action designed to curtail or address such Third Party Infringement, whether legal or commercial, in connection with such Third Party Infringement, against such Third Party which is infringing the Joint Patent or challenging the validity, patentability, or enforceability of the Joint Patent, at its own expense, as it reasonably determines appropriate.

**(ii)** Genentech shall keep Corvus reasonably informed as to any legal or other courses of action it pursues pursuant to this subsection (i). Corvus shall provide reasonable assistance to Genentech in connection therewith, including by executing reasonably appropriate documents, cooperating in discovery and joining as a party to the action.

**(iii)** In connection with any such proceeding, Genentech shall not enter into any settlement admitting the invalidity of, or otherwise impairing the Joint Patent without the prior written consent of Corvus, such consent not to be unreasonably withheld. Any recoveries received from such an action arising from Third Party Infringement shall be applied as follows:

- (A) First, to reimburse each Party for all Out-of-Pocket Costs in connection with such proceeding (on a pro rata basis, based on each Party’s respective litigation costs, to the extent the recovery was less than all such litigation costs); and

(B) Second, any remainder shall be paid [\*\*\*] to Genentech and [\*\*\*] to Corvus.

(iv) If, within sixty (60) days after Genentech's receipt of a notice of a Third Party Infringement, Genentech does not take or decides not to take any action as described in subsection (i) against a Third Party (who is infringing such Joint Patent or is challenging the validity, patentability, or enforceability of any Joint Patent), Corvus may, subject to the following sentence, in its sole discretion, bring and control any legal action in connection therewith at its sole expense. If Corvus intends to bring any such legal action, it shall first notify Genentech in writing of such intent and the reasons therefor and provide Genentech with an opportunity to indicate to Corvus its reasons for not bringing such legal action. If Genentech provides either [\*\*\*], Corvus shall keep Genentech reasonably informed as to any legal or commercial courses of action it pursues pursuant to this subsection (ii). At the request and expense of Corvus, Genentech shall provide reasonable assistance to Corvus in connection therewith, including by executing reasonably appropriate documents, and cooperating in discovery; provided, however, that nothing herein shall require Genentech to join as a party or otherwise participate in such legal action unless required by law or regulation, if in Genentech's reasonable opinion such participation will [\*\*\*]. Genentech may choose, at its own expense, to be represented in any such action by counsel of its own choice; provided, however, that if Genentech is required as a necessary party to such action, [\*\*\*]. In connection with any such proceeding, Corvus shall not enter into any settlement admitting the invalidity of or otherwise impairing any Joint Patent without the prior written consent of Genentech, which consent shall not be unreasonably withheld. [\*\*\*].

## ARTICLE 7 CONFIDENTIALITY

**7.1 Disclosure and Use of Confidential Information. (a) Corvus Confidential Information and Genentech Confidential Information.** Except to the extent expressly authorized by this Agreement or otherwise agreed to in writing, each Party (the "**Receiving Party**") in possession of the Confidential Information of the other Party (the "**Disclosing Party**") shall: (i) hold in confidence and not disclose the Disclosing Party's Confidential Information to any Third Party, (ii) take all reasonable precautions to protect the Confidential Information of the other Party (including all precautions a Party employs with respect to its own confidential information of a similar nature and taking reasonable precautions to assure that no unauthorized use or disclosure is made by others to whom access to the Confidential Information of the Party is granted) and (iii) only use the Disclosing Party's Confidential Information in connection with activities contemplated by, the exercise of rights permitted by or in order to further the purposes of this Agreement. The foregoing obligations of the Receiving Party shall

not apply to the Disclosing Party's Confidential Information to the extent that the Receiving Party establishes by written evidence that such Confidential Information:

- (i) was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of its disclosure by the Disclosing Party;
- (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure by the Disclosing Party;
- (iii) became generally available to the public or otherwise part of the public domain, other than through any act or omission of the Receiving Party in breach of this Agreement, after its disclosure by the Disclosing Party;
- (iv) was disclosed to the Receiving Party, other than under an obligation of confidentiality, by a Third Party who had no obligation to the Disclosing Party not to disclose such information to others;
- (v) was subsequently developed by or on behalf of the Receiving Party without use of the Disclosing Party's Confidential Information or Joint Confidential Information, as the case may be; or
- (vi) is no longer subject to the provisions of Section 7.1 by the prior written consent of the Disclosing Party.

**(b) Joint Confidential Information.** Except to the extent expressly authorized by this Agreement (including Section 6.1(c)) or otherwise agreed to in writing, each Party shall, with regard to Joint Confidential Information, (i) hold in confidence and not disclose Joint Confidential Information to any Third Party, (ii) take all reasonable precautions to protect Joint Confidential Information (including all precautions a Party employs with respect to its own confidential information of a similar nature and taking reasonable precautions to assure that no unauthorized use or disclosure is made by others to whom access to the Confidential Information of the Party is granted) and (iii) subject to Section 6.1(c), only use Joint Confidential Information in connection with activities contemplated by, the exercise of rights permitted by or in order to further the purposes of this Agreement.

## **7.2 Authorized Disclosures. (c)**

**(a) Legal Compliance.** A Party may disclose the other Party's Confidential Information or Joint Confidential Information, as the case may be, if such disclosure is required by law, rule or regulation (including to comply with the order of a court or governmental regulations, and any disclosure requirements of the Securities and Exchange Commission or the securities exchange or other stock market on which such Party's securities are traded), but only to the extent such disclosure is reasonably necessary for such compliance; provided, however, except for disclosures otherwise permitted under Section Article 3, or as otherwise required or necessitated by law, such Party shall where practicable provide prompt notice of such disclosure requirement to the other Party and provide reasonable assistance to enable such other Party to seek a protective order or otherwise prevent such disclosure (in each case, to the extent it is legally permitted to do so).

**(b) Regulatory Authorities.** A Party may disclose the other Party's Confidential Information or Joint Confidential Information, as the case may be, to Regulatory Authorities to the extent such disclosure is required to comply with applicable governmental regulations or is in connection with such Party's filings, submissions and communications with Regulatory Authorities regarding such Party's Molecule.

**(c) Subcontractors.** A Party may disclose the other Party's Confidential Information or Joint Confidential Information, as the case may be, to subcontractors to the extent such disclosure is required to conduct the Study or perform the Sample Analysis; provided that any such subcontractors are contractually bound in writing by obligations reasonably similar to those set forth in Section 7.1.

**(d) Affiliates; Professional Advisors; Other Third Parties.** A Party may disclose the terms of this Agreement (or a summary thereof) or the other Party's Confidential Information or Joint Confidential Information, as the case may be, on a confidential basis and to the extent reasonably necessary, to its Affiliates, board members, accountants, attorneys, auditors or other professional advisors; provided that any such board members, accountants, attorneys, auditors or other professional advisors are contractually bound in writing by obligations reasonably similar to those set forth in Section 7.1. [\*\*\*]. Notwithstanding the foregoing, [\*\*\*], to a potential or actual licensee or corporate partner, provided that (i) such disclosure is [\*\*\*]; (ii) such [\*\*\*]; (iii) any such disclosure is not [\*\*\*]; and (iv) Corvus provides written notice to Genentech prior to [\*\*\*].

**7.3 Continuing Obligation.** Article 7 shall survive the expiration or termination of this Agreement for a period of [\*\*\*].

**7.4 Termination of Prior Agreements.** As of the Effective Date, this Agreement supersedes the Non-Disclosure Agreement between Corvus and Hoffman-La Roche Inc. (covering the Roche Group, including Genentech) effective as of [\*\*\*]. All "Information" (as defined in such non-disclosure agreement) exchanged between the Parties thereunder shall be deemed Confidential Information of the Disclosing Party hereunder and shall be subject to the provisions of Article 7.

**ARTICLE 8**  
**PUBLIC DISCLOSURES; USE OF NAMES**

**8.1 Clinical Trials Registries.** Corvus agrees that it is the “responsible party” as that term is used in Title VIII Section 801 of the Food Drug Administration Amendments Act 2007 (known as FDAAA 801) and, as such, agrees to timely post the required Study information on ClinicalTrials.gov, and on other clinical trials registries as required by Applicable Law.

**8.2 Publications and Presentations.**

(a) Corvus may publish or present the final results of the Study (in accordance with this Section 8.2); provided that Corvus gives Genentech an opportunity to review and provide comments in accordance with subsection (b).

(b) In the event that either Party (for purposes of this Section, the “**Publishing Party**”) wishes to publish or present any Study Data or Sample Data, the Publishing Party shall submit to the other Party (for purposes of this Section, the “**Reviewing Party**”) all materials related to the proposed publication or presentation (including posters, abstracts, manuscripts and written descriptions of oral presentations) at least [\*\*\*] days (or [\*\*\*], in the case of abstracts) prior to the date of submission for publication or the date of presentation, whichever is earlier, of any of such submitted materials. The Reviewing Party shall review such submitted materials and respond to the Publishing Party as soon as reasonably possible, but in any case within [\*\*\*] (or [\*\*\*], in the case of abstracts) of receipt thereof. The Publishing Party will be permitted to publish or present such Study Data or Sample Data, but shall give reasonable consideration to any request by the Reviewing Party; provided, however, at the request of the Reviewing Party, the Publishing Party shall (i) delete from such proposed publication or presentation Confidential Information of the Reviewing Party (including Sample Data), provided that the Publishing Party shall have no obligation to delete any Study Data; and/or (ii) if such proposed publication or presentation contains patentable subject matter owned solely or jointly by the Reviewing Party, delay such proposed publication or presentation, for [\*\*\*], to permit the Reviewing Party to prepare and file a patent application. The Publishing Party shall comply with all applicable requirements regarding disclosure of industry support (financial or otherwise) in connection with any publications and presentations. For clarity, the provisions of this Section 8.2 only apply to publications or presentations of Study Data or Sample Data and do not apply to any other publications or presentations by a Party, including with respect to results from such Party’s development activities outside of the Study.

(c) Authorship of publications or presentations of final results of the Study and/or any Study Data or Sample Data shall be determined in accordance with appropriate scientific and academic standards and customs.

**8.3 Press Releases and Other Public Disclosures.**

(a) **Generally.** For purposes of Section 8.3, a “**Disclosure**” means a press release or other public disclosure concerning this Agreement or the subject matter hereof, including the terms and conditions of this Agreement and the Protocol. The provisions of Section 8.3 are in addition to the provisions of Article 7.



**(b) Review and Approval.** Each Party agrees that the other Party shall have no less than [\*\*\*] (before the date of a proposed Disclosure) to review and provide comments regarding any proposed Disclosure (subject to Section 8.3(d)), unless a shorter review time is agreed to by both Parties. Except for Disclosures covered by other provisions of Section 8.3, if a Party desires to make a Disclosure, it shall obtain the other Party's prior written approval for the proposed Disclosure. Disclosures include public communications that contain previously disclosed information; provided, however, neither Party shall be required to obtain the other Party's approval to repeat any information regarding the terms of this Agreement that has already been publicly disclosed by such Party, or by the other Party, in accordance with Section 8.3, provided such information remains accurate at such time.

**(c) Disclosure Required by Law.** In the event that one Party reasonably concludes, based on the opinion of legal counsel, that a Disclosure is required by law, rule or regulation (including the disclosure requirements of the Securities and Exchange Commission or the securities exchange or other stock market on which such Party's securities are traded (for purposes of Section 8.3, collectively, an "Exchange")), such Party shall provide the other Party with such advance notice of this Disclosure as it reasonably can, but shall not be required to obtain approval therefor. Each Party agrees that it shall obtain its own legal advice with regard to its compliance with securities laws, rules and regulations, and will not rely on any statements made by the other Party relating to such securities laws, rules and regulations.

**(d) Filing of Agreement.** The Parties acknowledge that either or both Parties may be obligated under the disclosure requirements of an Exchange to file a copy of this Agreement with such Exchange. Each Party shall be entitled to make such a required filing, provided that it uses reasonable efforts to request confidential treatment of the commercial terms and sensitive technical terms of this Agreement, to the extent such confidential treatment is reasonably available to such Party. The filing Party shall provide to the other Party a copy of this Agreement marked to show the provisions for which the filing Party intends to seek confidential treatment no less than [\*\*\*] before the date of the proposed filing, for such other Party's review and comment, [\*\*\*].

**8.4 Use of Names.** Each Party agrees to identify the other Party and acknowledge its support in any press release and any publication or presentation of the Study Data or Sample Data (which shall be in accordance with other provisions of this Agreement, including Section 8.2). Except as otherwise expressly provided in this Agreement, no right, express or implied, is granted by the Agreement to use in any manner the name of "Corvus," "Genentech," "Roche" or any other trade name or trademark of the other Party (or its Affiliates) in any public statement or for commercial, marketing or other promotional purpose, without the other Party's prior written consent.

## ARTICLE 9 HUMAN SUBJECTS

**9.1 Informed Consent.** Corvus shall obtain the informed written consent of all Subjects participating in the Study, in accordance with Applicable Law. [\*\*\*]

[\*\*\*]. Corvus shall provide copies of such informed written consents upon Genentech's request. Corvus further represents and warrants that the Samples may be used as contemplated in this Agreement [\*\*\*].

**9.2 IRB Approval.** Corvus shall obtain IRB review and approval of the Protocol and the informed consent form to be used in the Study in accordance with Applicable Law.

**9.3 Patient Privacy and Data Protection.** Each Party shall comply with Applicable Law relating to patient privacy and data protection. Such compliance includes [\*\*\*] for the purposes of [\*\*\*]. Each Party agrees that [\*\*\*].

## **ARTICLE 10 SUBCONTRACTING; RECORDS**

**10.1 Subcontracting.** Each Party shall have the right to delegate any portion of its obligations under this Agreement to a subcontractor, provided that such Party shall remain solely and fully liable for the performance of such subcontractors. Each Party shall ensure that each of its subcontractors performs its obligations pursuant to the terms of this Agreement, including the Exhibits. Each Party shall use reasonable efforts to obtain and maintain copies of documents relating to the obligations performed by such subcontractors that are held by or under the control of such subcontractors and that are required to be provided to the other Party under this Agreement.

### **10.2 Records.**

(a) In addition to providing Study Data to Genentech under Section 5.1(a), [\*\*\*]

[\*\*\*].

(b) Corvus (or its designee) shall maintain such records for at least the period of time required by Applicable Law, but for no less than [\*\*\*] following the completion or termination of the Study.

## ARTICLE 11 COMPLIANCE WITH LAWS

**11.1 Compliance with Laws and Policies.** Each Party shall perform activities under this Agreement in compliance with Applicable Law and in accordance with good business ethics and the ethics and other corporate policies applicable to such Party. Specifically, each Party covenants that it, its directors, employees, officers, and anyone acting on its behalf, shall not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting it in obtaining or retaining business for it or the other Party, or in any way with the purpose or effect of public or commercial bribery. Other provisions of the Agreement require compliance with specified areas of Applicable Law and such other provisions do not limit the scope of compliance required of the Parties under this Section.

**11.2 Debarment.** Corvus shall require each Project Participant to represent and warrant that neither the Project Participant nor anyone employed by such Project Participant has been debarred under 21 USC § 335a, disqualified under 21 CFR § 312.70 or § 812.119, sanctioned by a Federal Health Care Program (as defined in 42 USC § 1320a-7b(f)), including the federal Medicare or a state Medicaid program, or debarred, suspended, excluded or otherwise declared ineligible from any other similar regional, national, federal or state agency or program. If a Project Participant receives notice of debarment, suspension, sanction, exclusion, ineligibility or disqualification under the foregoing-referenced statutes, Corvus shall promptly notify Genentech, and the Parties shall agree upon appropriate action to address the matter.

## ARTICLE 12 TERM; TERMINATION

**12.1 Term.** Unless sooner terminated as provided in Article 12, this Agreement shall expire on the one year anniversary of the date that Corvus provides the Final Study Report to Genentech or termination of the Study (in either case, “Term”).

**12.2 Termination for Material Breach.** Either Party may terminate this Agreement, by notice to the other Party, for any material breach of this Agreement by the other Party, if such breach is not cured within [\*\*\*] after the allegedly breaching Party receives notice of such breach from the non-breaching Party; provided, however, if such breach is not capable of being cured within such [\*\*\*] period, the cure period shall be extended for such amount

of time that the Parties agree to in writing is reasonably necessary to cure such breach, so long as the allegedly breaching Party is using diligent efforts to do so.

**12.3 Termination for Other Reasons.** Either Party may terminate this Agreement immediately, by notice to the other Party, if: (a) based on a review of Study Data or other Study-related information, such Party determines that the Study may unreasonably affect patient safety; (b) any Regulatory Authority or IRB withdraws the authorization and/or approval to conduct the Study; (c) any Regulatory Authority takes any action, or raises any objection, that prevents such Party from supplying its Molecule for purposes of the Study; (d) the other Party breaches the representation and warranty under Section 13.1(c); or (e) such Party determines, in its sole discretion, to discontinue all development of its Molecule, for medical, scientific, business or legal reasons, [\*\*\*].

**12.4 Effects of Termination or Expiration.**

**(a) Study Wind-Down.** Following termination of this Agreement under Section 12.2 or Section 12.3, the Parties shall cooperate to ensure the orderly wind-down of Study activities, taking into consideration the safety and welfare of Subjects.

**(b) Accrued Rights and Obligations.** Except as otherwise expressly provided in this Agreement, termination of this Agreement shall not affect the rights and obligations of the Parties that accrued prior to the effective date of such termination. Any right that a Party has to terminate this Agreement, and any rights that such Party has under Article 12, shall be in addition to and not in lieu of all other rights or remedies that such Party may have at law or in equity or otherwise.

**(c) Survival.** Except as otherwise expressly provided in this Agreement, the following shall survive this Agreement's expiration or termination for any reason: Article 1 (Definitions), Section 2.6 (Regulatory Matters), Section 1.1(a) (Documentation), Section 2.11 (Additional Studies), Section 2.12 (Right of First Negotiation), Section 5.1(b) (Ownership of Study Data), Sections 5.3(b) and (c) (Sample Data), Article 6 (Intellectual Property and Licenses), Article 7 (Confidentiality), Article 8 (Public Disclosures; Use of Names), Section 9.3 (Patient Privacy and Data Protection), Section 10.2(a) (Records), Section 12.4 (Effects of Termination), Section 13.2 (Disclaimers), Section 14.1 (Indemnification), Section 14.2 (Limitation on Liability), Article 15 (Dispute Resolution) and Article 16 (Miscellaneous). To the extent applicable to a Section or Article that survives the expiration or termination of this Agreement, any other Sections and Articles that are (directly or indirectly) referenced in, or refer to, such surviving Section or Article shall survive.

**ARTICLE 13**  
**REPRESENTATIONS AND WARRANTIES**

**13.1 Mutual Representations and Warranties.** Each Party represents and warrants to the other Party the following:

(a) Such Party has the full right, power and authority, and has obtained all approvals, permits or consents necessary, to enter into this Agreement, to perform all of its obligations hereunder.

(b) Such Party has not entered into prior to the Effective Date, and shall not enter into during the Term, any agreement that conflicts with a Party's obligations hereunder.

(c) Neither Party nor anyone employed by it has been debarred under 21 USC § 335a, disqualified under 21 USC § 312.70 or § 812.119, sanctioned by a Federal Health Care Program (as defined in 42 USC § 1320a-7b(f)), including the federal Medicare or a state Medicaid program, or debarred, suspended, excluded or otherwise declared ineligible from any other similar regional, national, federal or state agency or program. If such Party receives notice of debarment, suspension, sanction, exclusion, ineligibility or disqualification under the foregoing-referenced statutes, such Party shall promptly notify the other Party, and the Parties shall agree upon appropriate action to address the matter.

**13.2 Disclaimers.** NEITHER PARTY REPRESENTS OR WARRANTS THAT THE STUDY WILL BE SUCCESSFUL OR LEAD TO ANY PARTICULAR RESULT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO ITS RESPECTIVE MOLECULE, MATERIALS OR INFORMATION SUPPLIED BY IT TO THE OTHER PARTY HEREUNDER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**ARTICLE 14**  
**INDEMNIFICATION; LIMITATION ON LIABILITY; INSURANCE**

**14.1 Indemnification.**

(a) **Definitions.** The following definitions are for purposes of Section 14.1:

(i) **"Claims"** means claims, suits, actions, demands or other proceedings by any Third Party arising out of this Agreement or the Study, including product liability claims.

(ii) **"Indemnitee"** means, as applicable, a Corvus Indemnitee (as defined in Section 14.1(b)(i)) or a Genentech Indemnitee (as defined in Section 14.1(c)(i)).

(iii) **"Losses"** means any and all liabilities, damages, settlements, penalties, fines, costs or expenses (including, reasonable attorneys' fees and other expenses of litigation).

**(b) Indemnification by Genentech.**

**(i) Indemnification Scope.** Genentech hereby agrees to indemnify, defend and hold harmless each of Corvus, its Affiliates and its and their officers, directors, employees, subcontractors and agents (for purposes of Section 14.1, each, a “**Corvus Indemnitee**”) from and against Losses incurred in connection with Claims, to the extent such Losses (A) arise out of or in connection with (1) the negligence or willful misconduct of any Genentech Indemnitees; (2) Genentech’s breach of any of its representations, warranties, covenants or obligations under this Agreement; or (3) Genentech’s breach of any Applicable Law pertaining to activities it performs under this Agreement or (B) are directly caused by the Genentech Molecule.

**(ii) Procedures.** Corvus shall (A) notify Genentech of any Claim for which it seeks to exercise its rights under Section 14.1(b)(i) as soon as reasonably possible after it receives notice of such Claim; (B) permit Genentech to assume the sole control of the defense thereof, including the right to settle or conclude such defense; (C) cooperate as reasonably requested (at the expense of Genentech) in the defense of such Claim; and (D) not settle such Claim without the express, prior written consent of Genentech. Genentech’s obligations under Section 14.1(b)(i) shall not apply (A) to amounts paid in settlement of any Claims if such settlement is effected without Genentech’s consent or (B) to the extent any Losses arise out of or in connection with (1) the negligence or willful misconduct of any Corvus Indemnitees; (2) Corvus’ breach of any of its representations, warranties, covenants or obligations under this Agreement; or (3) Corvus’ breach of any Applicable Law pertaining to activities it performs under this Agreement.

**(c) Indemnification by Corvus.**

**(i) Indemnification Scope.** Corvus hereby agrees to indemnify, defend (if requested by Genentech) and hold harmless each of Genentech, its Affiliates and its and their officers, directors, employees, subcontractors and agents (for purposes of Section 14.1, each, a “**Genentech Indemnitee**”) from and against Losses incurred in connection with Claims, to the extent such Losses (A) arise out of or in connection with (1) the negligence or willful misconduct of any Corvus Indemnitees; (2) Corvus’ breach of any of its representations, warranties, covenants or obligations under this Agreement; or (3) Corvus’ breach of any Applicable Law pertaining to activities it performs under this Agreement or (B) are directly caused by the Corvus Molecule.

**(ii) Procedures.** Genentech shall notify Corvus of any Claim for which it seeks to exercise its rights under Section 14.1(c)(i) as soon as reasonably possible after it receives notice of such Claim. If requested by Genentech, Corvus shall assume control of the defense thereof, with counsel mutually satisfactory to the Parties, including the right to settle or conclude such defense. In the event that Genentech requests that Corvus assume such control, Genentech shall (A) cooperate as reasonably requested (at the expense of Corvus) in the defense of such Claim and (B) not settle such Claim without the express, prior written consent of Corvus. Corvus’ obligations under Section 14.1(c)(i) shall not apply (A) to amounts paid in settlement of any Claims if such settlement is effected without Corvus’ consent or (B) to the extent any Losses arise out of or in connection with (1) the negligence or willful misconduct of any Genentech Indemnitees; (2) Genentech’s breach of any of its representations, warranties, covenants or

obligations under this Agreement; or (3) Genentech's breach of any Applicable Law pertaining to activities it performs under this Agreement.

**(d) Limitations.** The failure of an Indemnitee to deliver notice to the other Party (for purposes of this Section 14.1(d), the "Indemnitor") within a reasonable time after the commencement of any Claim for which such Indemnitee seeks to exercise its rights under Section 14.1, to the extent prejudicial to the Indemnitor's ability to defend such Claim, shall relieve the Indemnitor of its obligation to the Indemnitees under Section 14.1. The Parties agree that only Corvus or Genentech may seek to exercise the rights under Section 14.1 (on its own behalf or on behalf of its Indemnitees), and other Indemnitees may not directly seek to exercise such rights.

**(e) Study Subjects.** [\*\*\*]

**14.2 Limitation on Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED; PROVIDED HOWEVER, NOTHING IN THIS SECTION 14.2 IS INTENDED TO LIMIT THE RIGHTS OR OBLIGATIONS OF EITHER PARTY UNDER SECTION 14.1.

### **14.3 Insurance.**

**(a) General.** Each Party shall maintain insurance coverage as set forth in Section 14.3; provided, however, Genentech has the right, in its sole discretion, to self-insure, in part or in whole, for any such coverage. Insurance coverage shall be primary insurance with respect to each Party's own participation under this Agreement and shall be maintained with an insurance company or companies having an A.M. Best's rating (or its equivalent) of A-VII or better. On request, each Party shall provide to the other Party certificates of insurance evidencing the insurance coverage required under Section 14.3. Each Party shall provide to the other Party at least [\*\*\*] notice of any cancellation, nonrenewal or material change in any of the required insurance coverages. The limits of any required insurance coverage shall not limit the Parties' liability under the indemnification provisions of this Agreement.

**(b) Genentech Coverage.** Genentech shall maintain product liability insurance relating to the Genentech Molecule provided by Genentech under this Agreement, for limits no less than [\*\*\*] per occurrence and [\*\*\*] in the aggregate.

**(c) Corvus Coverage.** Corvus shall maintain in full force and effect through the term of this Agreement, sufficient insurance, including (i) commercial general liability (including contractual liability) insurance covering bodily injury and property damage arising out of Corvus' obligations under this Agreement, for limits no less than [\*\*\*] per occurrence and [\*\*\*] in the aggregate and (ii) product liability insurance relating to the Corvus Molecule provided by Corvus under this Agreement, for limits of no less than [\*\*\*] per occurrence and [\*\*\*] in the aggregate. For claims-made type coverage, product liability

insurance shall be maintained for a minimum of [\*\*\*] after the last Subject receives treatment in connection with the Study (which may be achieved, without limitation, by way of an extended reporting period endorsement), including any treatment received after Study Completion, but not less than the statute of limitations in the state or location where the Study is being conducted. Corvus shall ensure prior to the enrollment of any Subjects that the insurance policies required by this Section cover injuries that may arise in connection with the Study.

## **ARTICLE 15 DISPUTE RESOLUTION**

**15.1 Internal Resolution.** Corvus and Genentech recognize that a dispute, controversy or claim of any nature whatsoever arising out of or relating to this Agreement (each, a “**Dispute**”) may from time to time arise during the Term. In the event of the occurrence of such a Dispute, the Parties shall first refer such Dispute to the JDC pursuant to Section 3.1(c). If the JDC cannot resolve such Dispute, the Party bringing the Dispute shall provide written notice, including a description of the Dispute and the steps taken to resolve such Dispute, to the other Party. Upon receipt of such notice, the Dispute shall be referred to [\*\*\*] and [\*\*\*] for resolution, prior to proceeding under the other provisions of Article 15. In the event that such Dispute is not resolved within [\*\*\*] of such other Party’s receipt of such notice, [\*\*\*]. For all other Disputes not subject to final decision making authority of a Party, either Party may commence an arbitration to resolve such Dispute in accordance with Section 15.2.

**15.2 Arbitration.** Except as otherwise expressly provided in this Agreement, the Parties agree that any Dispute not resolved internally by the Parties pursuant to Section 15.1 shall be resolved through binding arbitration conducted by the American Arbitration Association in accordance with the then prevailing Commercial Arbitration Rules of the American Arbitration Association (for purposes of Article 15, the “Rules”), except as modified in this Agreement, applying the substantive law specified in Section 16.2.

**(a) Arbitrators; Location.** Each Party shall select one (1) arbitrator, and the two (2) arbitrators so selected shall choose a third arbitrator. All three (3) arbitrators shall serve as neutrals and have at least ten (10) years of both (i) dispute resolution experience (which may include judicial experience) and (ii) legal or business experience in the biotech or pharmaceutical industry. If a Party fails to nominate its arbitrator, or if the Parties’ arbitrators cannot agree on



the third arbitrator, the necessary appointments shall be made in accordance with the Rules. Once appointed by a Party, such Party shall have no *ex parte* communication with its appointed arbitrator. The arbitration proceedings shall be conducted in [\*\*\*].

**(b) Procedures; Awards.** Each Party agrees to use reasonable efforts to make all of its then current employees available, if reasonably needed, and agrees that the arbitrators may deem any employee or person as necessary to the arbitration. The arbitrators shall be instructed and required to render a written, binding, non-appealable resolution and award on each issue that clearly states the basis upon which such resolution and award is made. The written resolution and award shall be delivered to the Parties as expeditiously as possible, but in no event more than ninety (90) days after conclusion of the hearing, unless otherwise agreed by the Parties. Judgment upon such award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such an award and order for enforcement. Each Party agrees that, notwithstanding any provision of applicable law or of this Agreement, it will not request, and the arbitrators shall have no authority to award punitive or exemplary damages against any Party.

**(c) Interim Equitable Relief.** Notwithstanding anything to the contrary in Article 15, in the event that a Party reasonably requires relief on a more expedited basis than would be possible pursuant to the procedure set forth in Article 15, such Party may seek a temporary injunction or other interim equitable relief in a court of competent jurisdiction pending the opportunity of the arbitrators to review the decision under Article 15. Such court shall have no jurisdiction or ability to resolve disputes beyond the specific issue of temporary injunction or other interim equitable relief.

**(d) Protective Orders; Arbitrability.** At the request of either Party, the arbitrators shall enter an appropriate protective order to maintain the confidentiality of information produced or exchanged in the course of the arbitration proceedings. The arbitrators shall have the power to decide all questions of arbitrability.

**15.3 Subject Matter Exclusions.** Notwithstanding the provisions of Section 15.2, any Dispute not resolved internally by the Parties pursuant to Section 15.1 that involves the scope, enforceability, validity or infringement of any Corvus Patent, Genentech Patent or Joint Patent (a) that is issued in the United States shall be subject to actions before the United States Patent and Trademark Office and/or submitted exclusively to the federal court located in the jurisdiction of the district where any of the defendants resides; and (b) that is issued in any other country shall be brought before an appropriate regulatory or administrative body or court in that country, and the Parties hereby consent to the jurisdiction and venue of such courts and bodies.

**15.4 Continued Performance.** Provided that this Agreement has not terminated, the Parties agree to continue performing under this Agreement in accordance with its provisions, pending the final resolution of any Dispute.

**ARTICLE 16  
MISCELLANEOUS**

**16.1 Notices.** Except as otherwise expressly provided in this Agreement, any notice required under this Agreement shall be in writing, shall specifically refer to this Agreement and shall be sent in accordance with the provisions of this Section 16.1. Notices shall be sent via one of the following means and will be effective (a) on the date of delivery, if delivered in person; (b) on the date of receipt, if sent by a facsimile (with delivery confirmed); or (c) on the date of receipt, if sent by private express courier or by first class certified mail, return receipt requested (or its equivalent). Any notice sent via facsimile shall be followed by a copy of such notice by private express courier or by first class mail. Notices shall be sent to the other Party at the addresses set forth below. Either Party may change its addresses for purposes of this Section 16.1 by sending written notice to the other Party.

**If to Corvus:**

Corvus Pharmaceuticals, Inc.  
863 Mitten Road  
Suite 102  
Burlingame, CA 94010  
Attn: Richard Miller, M.D.  
Telephone: (650) 900-4520  
Facsimile: N/A

**with a required copy to:**

Latham & Watkins  
140 Scott Drive  
Menlo Park, CA 94025  
Attn: Alan C. Mendelson, Esq.  
Telephone: (650) 328-4600  
Facsimile: (650) 463-3000

**If to Genentech:**

Genentech, Inc.  
1 DNA Way  
South San Francisco, CA 94080  
Attn: Corporate Secretary  
Telephone: (650) 225-1000  
Facsimile: (650) 467-9146

**with a required copy to:**

F Hoffmann-La Roche Ltd  
Grenzacherstrasse 124  
CH-4070 Basel  
Switzerland  
Attn: Head of Oncology, Business Development, Roche Partnering  
Telephone: +41 61 688 06 29

**16.2 Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to conflict of laws principles. The Parties hereby exclude from this Agreement the application of the United Nations Convention on Contracts for the International Sale of Goods.

**16.3 Assignment.**

**(a) General.** Except as otherwise expressly provided in this Agreement, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld. Subject to the other provisions of Section 16.3, either Party may assign this Agreement, in part or in its entirety, to (a) an Affiliate; (b) an acquirer of all its capital stock (by reverse triangular merger or otherwise) or all or substantially all its assets; or [\*\*\*] (for purposes of Section 16.3, any of the foregoing, a “**Change of Control**”), provided that in the event of any Change of Control, the Third Party to which this Agreement is assigned expressly agrees in writing to assume and be bound by the obligations of the assigning Party under this Agreement. A copy of such writing shall be provided to the non-assigning Party within thirty (30) days of the assignment. Subject to the foregoing and other applicable provisions of Section 16.3, this Agreement will inure to the benefit of and bind the Parties’ successors and assigns. Any assignment or delegation in contravention of any such applicable provisions shall be null and void. Notwithstanding any other provision of Section 16.3, this Agreement may only be assigned together with the Ancillary Agreements.

**(b) Assignment by Corvus; Acquisitions.** In the case of a Change of Control of Corvus, Corvus shall notify Genentech promptly upon completing such Change of Control if the acquiring party (i) [\*\*\*] or (ii) [\*\*\*] (directly or indirectly) or the like. Corvus, including its acquiring party, shall (i) [\*\*\*] and (ii) provide [\*\*\*]. The foregoing obligations shall also apply if Corvus or a Corvus Affiliate [\*\*\*].

**16.4 Force Majeure.** Neither Party shall be deemed to have breached this Agreement for failure to perform its obligations under this Agreement to the extent such failure results from causes beyond the reasonable control of the affected Party, such causes including acts of God, earthquakes, fires, floods, embargoes, wars, acts of terrorism, insurrections, riots, civil commotions, omissions or delays in action by any governmental authority, acts of a government or agency thereof and judicial orders or decrees. If a force majeure event occurs, the Party unable to perform shall promptly notify the other Party of the occurrence of such event, and the Parties shall meet (in person or telephonically) promptly thereafter to discuss the circumstances relating thereto. The Party unable to perform shall (a) provide reasonable status updates to the other Party from time to time; (b) use commercially reasonable efforts to mitigate any adverse consequences arising out of its failure to perform; and (c) resume performance as promptly as possible.

**16.5 Relationship of the Parties.** The Parties to this Agreement are independent contractors, and nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment, franchise, agency or fiduciary relationship between the Parties.

**16.6 Amendment; Waiver.** Except as otherwise expressly provided in this Agreement, no amendment to this Agreement shall be effective unless made in writing and executed by an authorized representative of each Party. A Party's failure to exercise, or delay in exercising, any right, power, privilege or remedy under this Agreement shall not (a) operate as a waiver thereof or (b) operate as a waiver of any other right, power, privilege or remedy. A waiver will be effective only upon the written consent of the Party granting such waiver.

**16.7 Construction; Captions.** Each Party acknowledges that it participated in the negotiation and preparation of this Agreement and that it had the opportunity to consult with an attorney of its choice in connection therewith. Ambiguities, if any, in this Agreement shall not be construed against either Party, irrespective of which Party may be deemed to have drafted the Agreement or authorized the ambiguous provision. Capitalized terms defined in the singular shall include the plural and vice versa. The terms "includes" and "including" mean "includes, without limitation," and "including, without limitation," respectively. Titles, headings and other captions are for convenience only and shall not affect the meaning or interpretation of this Agreement.

**16.8 Severability.** If any of the provisions of this Agreement are held to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall be replaced by legal, valid and enforceable provisions that will achieve to the maximum extent possible the intent of the Parties, and the other provisions of this Agreement shall remain in full force and effect.

**16.9 Entire Agreement.** This Agreement, together with the Ancillary Agreements and the exhibits hereto, contain the entire understanding between the Parties with respect to the subject matter hereof and thereof and supersede and terminate all prior agreements, understandings and arrangements between the Parties with respect to such subject matter, whether written or oral.

**16.10 Counterparts; Facsimiles.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile (including a PDF image delivered via email) of this Agreement, including the signature pages hereto, will be deemed to be an original. Notwithstanding the foregoing, the Parties shall deliver original execution copies of this Agreement to one another as soon as practicable following execution thereof.

*[Signature page follows]*

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[\*\*\*] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

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**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as set forth below.

**CORVUS PHARMACEUTICALS, INC.**

**GENENTECH, INC.**

Signed: /s/ Richard Miller

Signed: /s/ Mark Davis

Name: Richard A. Miller

Name: Mark Davis

Title: CEO

Title: Lifecycle Leader

*[Signature page to PhI/Ib Combination Study Agreement]*

[\*\*\*] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

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**EXHIBIT A**  
**PROTOCOL FOR THE STUDY**  
*[see separate attachment]*

Exhibit A-1

\*\*\* Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

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**EXHIBIT B**  
**SAMPLE ANALYSIS PLAN**

[\*\*\*]

Exhibit B-1

[\*\*\*] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

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**EXHIBIT C**

**GENENTECH MOLECULE SUPPLY PLAN**

**Schedule of Deliveries for the Genentech Molecule**

Genentech will supply the quantities of Genentech Molecule set forth below. [\*\*\*].

The delivery dates below are based on the [\*\*\*].

[\*\*\*]

**Genentech Molecule Information**

[***]	[***]
[***]	[***]

Exhibit C-1

[\*\*\*] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

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[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

Exhibit C-2

[\*\*\*] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

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**CONFIDENTIAL**  
**CLINICAL STUDY PROTOCOL**  
**Adenosine-2A Receptor Antagonist CPI-444**



863 Mitten Road, Suite 102  
Burlingame, CA 94010-1311  
Telephone: +1 (650) 900-4520  
email: Admin@CorvusPharma.com

Study Title	A Phase 1/1b, Open-Label, Multicenter, Repeat-Dose, Dose-Selection Study of CPI-444 as Single Agent and in Combination with Atezolizumab in Patients with Selected Incurable Cancers
Protocol Number	CPI-444-001
Development Phase	Phase 1
IND Number	126,559
Drug Substance	Adenosine-2A (A <sub>2A</sub> ) Receptor Antagonist CPI-444 [***]
Indication	Treatment of patients with selected incurable cancers
Medical Monitor	[***] Vice President of Clinical Development Corvus Pharmaceuticals, Inc. Phone: [***] Email: [***]
Sponsor	Corvus Pharmaceuticals, Inc. 863 Mitten Road, Suite 102 Burlingame, CA 94010
Protocol Version: Date	Original: September 24, 2015

The information contained in this document, particularly unpublished data, is the property or under control of Corvus Pharmaceuticals, Inc. (Corvus) and is provided to you in confidence as an investigator, potential investigator, or consultant, for review by you, your staff, and an applicable Institutional Review Board or Independent Ethics Committee. The information is only to be used by you in connection with authorized clinical studies of the investigational drug described in the protocol. Your acceptance and use of this document is subject to the condition that no information contained herein will be published or disclosed without first obtaining written approval from Corvus Pharmaceuticals, Inc., except to the extent necessary to obtain informed consent from those persons to whom the drug may be administered. If you do not agree to this condition, please return the document to Corvus at the above address.

[\*\*\*] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

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[\*\*\*]

[\*\*\*] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

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## CERTIFICATION

I, Richard A. Miller, M.D. President and Chief Executive Officer of Corvus Pharmaceuticals, Inc., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Corvus Pharmaceuticals, Inc.;
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(s) 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(s) 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.

Date: October 29, 2020

By: /s/ Richard A. Miller  
Name: Richard A. Miller, M.D.  
Title: President and Chief Executive Officer  
Principal Executive Officer

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## CERTIFICATION

I, Leiv Lea, Chief Financial Officer of Corvus Pharmaceuticals, Inc., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Corvus Pharmaceuticals, Inc.;
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(s) 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(s) 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.

Date: October 29, 2020

By: /s/ Leiv Lea

Name: Leiv Lea

Title: Chief Financial Officer

Principal Financial and Accounting Officer

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## CERTIFICATION 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 Corvus Pharmaceuticals, Inc. (the "Company") on Form 10-Q for the fiscal quarter ended September 30, 2020, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Richard A. Miller, President and Chief Executive Officer of the Company, and Leiv Lea, Chief Financial Officer of the Company, respectively, do each hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Richard A. Miller

Richard A. Miller, M.D.

President and Chief Executive Officer

(Principal Executive Officer)

Date: October 29, 2020

/s/ Leiv Lea

Leiv Lea

Chief Financial Officer

(Principal Financial and Accounting Officer)

Date: October 29, 2020

This certification accompanies the Report on Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Corvus Pharmaceuticals, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of this Report on Form 10-Q), irrespective of any general incorporation language contained in such filing.

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