Risk Factors Comparison 2024-03-07 to 2023-03-14 Form: 10-K

Legend: **New Text** ~~Removed Text~~ Unchanged Text Moved Text Section

Risks Related to our Financial Position and Need for Additional Capital **We will require substantial additional capital to finance our operations.If we are unable to raise such capital when needed,or on acceptable terms,we may be forced to delay,reduce and / or eliminate one or more of our research and drug development programs or future commercialization efforts.Developing pharmaceutical products,including conducting preclinical studies and clinical trials,is a very time- consuming,expensive and uncertain process that takes years to complete.Our operations have consumed substantial amounts of cash since inception,and we expect our expenses to increase in connection with our ongoing activities,particularly as we conduct clinical trials of,and seek marketing approval for,Nana- val.Even if one or more of the product candidates that we develop is approved for commercial sale,we anticipate incurring significant costs associated with sales,marketing,manufacturing and distribution activities.Our expenses could increase beyond expectations if we are required by the FDA,the EMA** or other regulatory agencies to perform clinical trials or preclinical studies in addition to those that we currently anticipate.Other unanticipated costs may also arise.In addition,if we obtain marketing approval for any of our product candidates,including Nana- val,we expect to incur significant commercialization expenses related to sales,marketing,manufacturing and distribution.Because the design and outcome of our planned and anticipated clinical trials are highly uncertain,we cannot reasonably estimate the actual amount of resources and funding that will be necessary to successfully complete the development and commercialization of any product candidate we develop.We are not permitted to market or promote Nana- val,or any other product candidate,in the U.S.before it receives marketing approval from the FDA.Accordingly,we will need to obtain substantial additional funding in order to continue our operations.As of December 31, ~~2023~~ **2022** ,we had $ ~~53~~ **91** . ~~7~~ **0** million in cash,cash equivalents and short- term investments. ~~As set forth above,based~~ **Based** on our current operating plan,we believe that our existing cash,cash equivalents and short- term investments **will** ~~may not~~ be sufficient to fund our planned operating expenses and capital expenditures **into** ~~for at least twelve months from the issuance date~~ **late 2024** ~~of the consolidated financial statements included in this Annual Report on Form 10- K~~ . **Our** ~~Moreover,our~~ estimate as to how long we expect our existing cash,cash equivalents and short- term investments to be able to continue to fund our operations is based on assumptions that may prove to be wrong,and we could exhaust our available capital resources sooner than we currently expect.Changing circumstances,some of which may be beyond our control,could cause us to consume capital significantly faster than we currently anticipate,and we may need to ~~obtain~~ **seek** additional funds sooner than **planned** ~~we currently expect~~ .We plan to use our existing cash,cash equivalents and short- term investments **and any future potential proceeds from our SVB- Oxford Loan Facility (as defined below)** ,sales of equity or other non- dilutive sources to fund our ongoing and planned clinical trials of Nana- val and to fund our other research and development activities,as well as for working capital and other general corporate purposes.Advancing the development of Nana- val and any other product candidate will require a significant amount of capital.The existing cash,cash equivalents and short- term investments will not be sufficient to fund all of the activities that are necessary to complete the development of Nana- val.We will be required to obtain further funding through public or private equity offerings,debt financings,collaborations and licensing arrangements or other sources,which may dilute our stockholders or restrict our operating activities. ~~While we continue to evaluate potential financing or strategic opportunities,adequate additional financing may not be available to us on acceptable terms,or at all.To the extent that we raise additional capital through the sale of equity or convertible debt securities,including but not limited to any sales under the Sale Agreement (as defined below),your ownership interest will be diluted,and the terms may include liquidation or other preferences that adversely affect your rights as a stockholder.Debt financing may be difficult to obtain due to rising interest rates and inflationary pressures,and may result in imposition of debt covenants,increased fixed payment obligations or other restrictions that may affect our business.If we seek to raise additional funds through up- front payments or milestone payments pursuant to strategic collaborations with third parties,such as our license agreement with ImmunityBio,Inc.,we may have to relinquish valuable rights to our product candidates or grant licenses on terms that are not favorable to us.In addition,we may seek additional capital in the future due to favorable market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans.Our ability to raise additional funds may be adversely impacted by a challenging investment climate for United States biotechnology companies,as well as potential worsening general global economic conditions and the recent disruptions to,and volatility in,the credit and financial markets in the United States and worldwide resulting from,among other matters,any resurgence or other outbreak of COVID- 19 cases,the military conflicts in Eastern Europe,the Middle East and other geopolitical tensions,increasing interest rates and inflation,recent and any potential future financial institution failures,and otherwise.Our failure to raise capital as and when needed or on acceptable terms would have a negative impact on our financial condition and our ability to pursue our business strategy,and we may have to delay,reduce the scope of,suspend or eliminate one or more of our clinical trials or future commercialization efforts.** Pursuant to the terms of the loan and security agreement between us and Silicon Valley Bank ~~,now a division of First- Citizens Bank and Trust Company~~ (" SVB ") ~~,~~ and Oxford Finance LLC (" Oxford "),dated November 4,2021,as amended August 26,2022 (the " SVB- Oxford Loan Facility "),we have borrowed $ 25.0 million ~~.The availability of the~~ **and are eligible subject to lender discretion,but not required,to borrow up to an** additional ~~tranche of~~ $ 25.0 million **.As reported elsewhere** , ~~previously~~ **on March 10,2023,SVB was closed by the California Department of Financial Protection and Innovation,which appointed the Federal Deposit Insurance Corporation,or the FDIC,as receiver.While the situation remains fluid,we have been informed by the lenders under the facility that the facility remains available subject to lender discretion on the same**

terms as set forth in the loan agreement,notwithstanding the closure of SVB,however there can be no assurances that the closure of SVB or any related impacts across the financial services industry will not adversely affect our ability to access the additional $ 25.0 million that may be available under ~~certain conditions~~ **the SVB- Oxford Loan Facility.Regardless of whether we are able to access such funds** , ~~expired on December 31,2023~~ **the additional financing that may be available under the SVB- Oxford Loan Facility is not expected to be sufficient to fund our future operations** .In addition,on May 28,2021,we entered into an Open Market Sale AgreementSM (the " Sale Agreement ") with Jefferies LLC (the " Sales Agent "),under which we may offer and sell up to $ 50.0 million of shares (the " Shares ") of our common stock from time to time through the Sales Agent.The sales and issuances,if any,of the Shares by us under the Sale Agreement will be pursuant to our " shelf " registration statement on Form S- 3,filed with the Securities and Exchange Commission (" SEC ") on May 28,2021 and declared effective by the SEC on June 4,2021,pursuant to which we registered the offering,sale and issuance of up to $ 200.0 million in aggregate of our common stock,preferred stock,warrants,subscription rights,debt securities and / or units from time to time in one or more offerings ~~.We are currently eligible to sell securities under Form S- 3 only if and to the extent the aggregate market value of securities sold pursuant to General Instruction I.B.6 of Form S- 3 during the twelve- month period immediately prior to,and including,the date of any such sale,does not exceed one- third of the aggregate market value of our common stock held by non- affiliates (as determined by General Instruction I.B.6 of Form S- 3),and we will remain subject to such limitation for so long as the aggregate market value of our common stock held by non- affiliates is less than $ 75 million (as determined by General Instruction I.B.6 of Form S- 3).As such,we will be limited in our ability to access additional funding from the sale of securities under Form S- 3~~ .The Sales Agent is not required to sell any specific amount of securities,but will act as our sales agent using commercially reasonable efforts to sell the Shares from time to time,consistent with its normal trading and sales practices,applicable state and federal laws,rules and regulations and the rules of The Nasdaq Stock Market,based upon instructions from us (including any price,time or size limits or other customary parameters or conditions we may impose).We have agreed to pay the Sales Agent a commission equal to 3.0 % of the aggregate gross proceeds from each sale of Shares pursuant to the Sale Agreement and to provide the Sales Agent with customary indemnification and contribution rights,including for liabilities under the Securities Act.The Sales Agent' s obligations to sell the Shares under the Sale Agreement are subject to satisfaction of certain conditions,including customary closing conditions.We are not obligated to sell any of the Shares under the Sale Agreement and may at any time suspend solicitation and offers under the Sale Agreement.The Sale Agreement may be terminated by us at any time by giving 10 days' written notice to the Sales Agent for any reason or by the Sales Agent at any time by giving 10 days' written notice to us for any reason or immediately under certain circumstances **,** and shall automatically terminate upon the issuance and sale of all of the Shares. **As of** ~~For the year ended~~ December 31, ~~2023~~ **2022** ,the Company **had** sold ~~371~~ **564** , ~~675~~ **125** shares of its common stock pursuant to the Sale Agreement at a weighted average price per share of $ ~~0~~ **4** . ~~83~~ **26** for $ ~~0~~ **2** .3 million,net of commissions ~~.As of December 31,2023,the Company had approximately $ 47.3 million available under the Sale Agreement~~ .There is no guarantee that we will ~~continue to~~ seek **to** or be successful in raising meaningful ~~additional~~ funding under the Sale Agreement.Even if we sell all of the Shares under the Sale Agreement,the proceeds from such sales are not expected to be sufficient to fund our future operations **.Adequate additional financing may not be available** to ~~complete~~ **us on acceptable terms,or at all.To the extent that we raise additional capital through the sale of equity or convertible debt securities,including but not limited to any sales under the Sale Agreement,your ownership interest will be diluted,and the terms may include liquidation or** ~~the~~ **other** ~~development of Nana- val~~ **preferences that adversely affect your rights as a stockholder** . ~~Unstable~~ **Debt financing may be difficult to obtain due to rising interest rates and inflationary pressures,and may result in imposition of debt covenants,increased fixed payment obligations or other restrictions that may affect our business.If we seek to raise additional funds through up- front payments or milestone payments pursuant to strategic collaborations with third parties,such as our license agreement with ImmunityBio,Inc.,we may have to relinquish valuable rights to our product candidates or grant licenses on terms that are not favorable to us.In addition,we may seek additional capital due to favorable** market ~~and~~ **conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans.Our ability to raise additional funds may be adversely impacted by potential worsening global** economic conditions **and** ~~,including adverse developments affecting~~ the **recent disruptions to,and volatility in,the credit and** financial ~~services industry~~ **markets in the United States and worldwide resulting from the ongoing COVID- 19 pandemic** , ~~such~~ **the conflicts in Eastern Europe and other geopolitical tensions,increasing interest rates and inflation,and otherwise.Our failure to raise capital** as ~~actual events~~ **and when needed** or ~~concerns involving liquidity,defaults or non- performance by financial institutions or transactional counterparties,may~~ have ~~serious adverse consequences~~ **a negative impact** on our ~~business,~~ financial condition ~~,results of operations~~ and **our ability to pursue our business strategy,and we may have to delay,reduce the scope of,suspend or eliminate one or more of our clinical trials or future commercialization efforts.** We have a limited operating history, have not ~~initiated or~~ completed any large- scale or pivotal clinical trials, and have no products approved for commercial sale, which may make it difficult for you to evaluate our current business and likelihood of success and viability. We are a clinical- stage biopharmaceutical company with a limited operating history upon which you can evaluate our business and prospects. We have no products approved for commercial sale and have not generated any revenue. Drug development is a highly uncertain undertaking and involves a substantial degree of risk. We are currently conducting three clinical trials for our lead product candidate, Nana- val, in EBV lymphomas and EBV solid tumors. To date, we have devoted substantially all of our resources to research and development activities, business planning, establishing and maintaining our intellectual property portfolio, hiring personnel, raising capital and providing general and administrative support for these operations. We have not yet demonstrated our ability to successfully initiate and complete any large- scale or pivotal clinical trials, obtain marketing approvals, manufacture a commercial- scale product or arrange for a third party to do so on our behalf, or conduct sales and marketing activities necessary for successful product commercialization. As a result, it may be more difficult for you to

accurately predict our likelihood of success and viability than it could be if we had a longer operating history. In addition, we may encounter unforeseen expenses, difficulties, complications, delays and other known and unknown factors and risks frequently experienced by clinical- stage biopharmaceutical companies in rapidly evolving fields. We may also need to transition from a company with a research and development focus to a company capable of supporting commercial activities. We have not yet demonstrated an ability to successfully overcome such risks and difficulties, or to make such a transition. If we do not adequately address these risks and difficulties or successfully make such a transition, our business will suffer. We have incurred significant net losses since our inception, and we expect to continue to incur significant net losses for the foreseeable future. We have incurred significant net losses since our inception, have not generated any revenue from product sales to date and have financed our operations principally through private placements of our convertible preferred and common stock. Our net loss was $ ~~49~~ **51** . ~~2~~ **1.** million for the year ended December 31, ~~2022~~ **2023** . As of December 31, ~~2022~~ **2023** , we have an accumulated deficit of $ ~~214~~ **265** . 9 million. Our lead product candidate, Nana- val, is in multiple ongoing clinical trials. Our other programs are in preclinical discovery and research stages. As a result, we expect that it will be several years, if ever, before we have a commercialized product and generate revenue from product sales. Even if we succeed in receiving marketing approval for and commercializing one or more of our product candidates, we expect that we will continue to incur substantial research and development and other expenses in order to discover, develop and market additional potential products. We expect to continue to incur significant expenses and increasing operating losses for the foreseeable future. The net losses we incur may fluctuate significantly from quarter to quarter such that a period- to- period comparison of our results of operations may not be a good indication of our future performance. The size of our future net losses will depend, in part, on the rate of future growth of our expenses and our ability to generate revenue. Our prior losses and expected future losses have had and will continue to have an adverse effect on our working capital, our ability to fund the development of our product candidates, and our ability to achieve and maintain profitability and the performance of our stock. Our ability to generate revenue and achieve profitability depends significantly on our ability to achieve several objectives relating to the discovery, development and commercialization of our product candidates. Our business depends entirely on the successful discovery, development and commercialization of product candidates. We have no products approved for commercial sale and do not anticipate generating any revenue from product sales for the next several years, if ever. Our ability to generate revenue and achieve profitability depends significantly on our ability, or any current or future collaborator' s ability, to achieve several objectives, including: • successful and timely completion of preclinical and clinical development of our lead product candidate, Nana- val, and our other future product candidates; • establishing and maintaining relationships with contract research organizations (" CROs ") and clinical sites for the clinical development of Nana- val and our other future product candidates; • timely receipt of marketing approvals from applicable regulatory authorities for any product candidates for which we successfully complete clinical development; • developing an efficient and scalable manufacturing process for our product candidates, including obtaining finished products that are appropriately packaged for sale; • establishing and maintaining commercially viable supply and manufacturing relationships with third parties that can provide adequate, in both amount and quality, products and services to support clinical development and meet the market demand for our product candidates, if approved; • successful commercial launch following any marketing approval, including the development of a commercial infrastructure, whether in- house or with one or more collaborators; • a continued acceptable safety profile following any marketing approval of our product candidates; • commercial acceptance of our product candidates by patients, the medical community and third- party payors; • keeping abreast of changes to applicable regulatory requirements and maintaining compliance with such requirements; • satisfying any required post-marketing approval commitments to applicable regulatory authorities; • identifying, assessing and developing new product candidates; • obtaining, maintaining and expanding patent protection, trade secret protection and regulatory exclusivity, both in the United States and internationally; • protecting our rights in our intellectual property portfolio; • defending against third-party interference or infringement claims, if any; • entering into and maintaining, on favorable terms, any collaboration, licensing or other arrangements that may be necessary or desirable to develop, manufacture or commercialize our product candidates; • obtaining coverage and adequate reimbursement by third- party payors for our product candidates; • addressing any competing therapies and technological and market developments; and • attracting, hiring and retaining qualified personnel. We may never be successful in achieving our objectives and, even if we do, may never generate revenue that is significant or large enough to achieve profitability. If we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Our failure to become and remain profitable would decrease the value of our company and could impair our ability to maintain or further our research and development efforts, raise additional necessary capital, grow our business and continue our operations. We will require substantial additional capital to..... clinical trials or future commercialization efforts. Risks Related to the Discovery, Development and Commercialization of our Product Candidates We are substantially dependent on the success of our lead product candidate, Nana- val. If we are unable to complete development of, obtain approval for and commercialize Nana- val for one or more indications in a timely manner, our business will be harmed. Our future success is dependent on our ability to timely and successfully initiate and complete clinical trials, obtain marketing approval for and successfully commercialize Nana- val, our lead product candidate, for which, in June 2021, we announced the initiation of a Phase 2 clinical trial in EBV lymphoma and in October 2021, we announced the initiation of a Phase 1b / 2 clinical trial in EBV solid tumors. We are investing the majority of our efforts and financial resources in the research and development of Nana- val for multiple indications. Our lead product candidate is a combination product candidate consisting of nanatinostat, a potent and selective small molecule inhibitor of ~~class~~ **Class** I histone deacetylases (" HDAC "), and valganciclovir, an FDA- approved anti- viral drug used to treat and prevent disease caused by a virus called cytomegalovirus (" CMV ") in people who have received organ transplants. In 2021, we reported final data from a Phase 1b / 2 clinical trial evaluating Nana- val in patients with relapsed / refractory EBV lymphomas. Prior to these clinical trials, nanatinostat has been evaluated in one previous clinical trial as a monotherapy. Nana- val will require additional clinical development, expansion of

manufacturing capabilities, marketing approval from government regulators, substantial investment and significant marketing efforts before we can generate any revenues from product sales. We are not permitted to market or promote Nana- val, or any other product candidate, before it receives marketing approval from the FDA and comparable foreign regulatory authorities, and we may never receive such marketing approvals. The success of the Nana- val product candidate will depend on several factors, including the following: • the successful and timely initiation and completion of our ongoing and planned clinical trials of Nana- val; • addressing any delays in our clinical trials and additional costs incurred, including as a result of **any resurgence or** ~~the~~ **other** ~~coronavirus~~ **outbreak of COVID** - 19 **cases** ~~(" COVID- 19 ") pandemic~~, those resulting from preclinical study delays and adjustment to our clinical trials; • the initiation and successful patient enrollment and completion of additional clinical trials of Nana- val on a timely basis, including the trial of Nana- val in patients with relapsed / refractory EBV lymphomas, and addressing any delays in enrollment and site initiation; • maintaining and establishing relationships with CROs and clinical sites for the clinical development of Nana- val both in the United States and internationally; • the type, frequency and severity of adverse events in clinical trials; • demonstrating efficacy, safety and tolerability profiles that are satisfactory to the FDA, EMA or any comparable foreign regulatory authority for marketing approval; • the timely receipt of marketing approvals for Nana- val from applicable regulatory authorities; • the timely identification, development and approval of companion diagnostic tests, if required; • maintaining compliance with applicable regulatory and quality requirements; • the extent of any required post- marketing approval commitments to applicable regulatory authorities; • the maintenance of existing or the establishment of new supply arrangements with third- party drug product suppliers and manufacturers for clinical development and, if approved, commercialization of Nana- val; • obtaining and maintaining patent protection, trade secret protection and regulatory exclusivity, both in the United States and internationally; • the protection of our rights in our intellectual property portfolio; • the successful launch of commercial sales following any marketing approval; • a continued acceptable safety profile following any marketing approval; • commercial acceptance by patients, the medical community and third- party payors; and • our ability to compete with other therapies. We do not have complete control over many of these factors, including certain aspects of clinical development and the regulatory submission process, potential threats to our intellectual property rights and the manufacturing, marketing, distribution and sales efforts of our current or any future collaborator. If we are not successful with respect to one or more of these factors in a timely manner or at all, we could experience significant delays or an inability to successfully commercialize Nana- val, which would materially harm our business. If we do not receive marketing approvals for Nana- val, we may not be able to continue our operations. If there are delays in completing our clinical trials for Nana- val, including NAVAL- 1, we will be delayed in commercializing Nana- val, our development costs may increase, and our business may be harmed. In June 2021, we announced the initiation of NAVAL- 1, a global, multicenter, open- label Phase 2 basket trial, in relapsed / refractory EBV lymphomas. Following the initiation of NAVAL- 1, we have faced challenges in site engagement and timely site initiations, in large part due to staffing shortages and the overall impact of the COVID- 19 pandemic. Our product development costs could increase if we continue to experience delays in this or other trials. Significant trial delays also could shorten any periods during which we may have the exclusive right to commercialize Nana- val or allow our competitors to bring products to market before we do, which would impair our ability to successfully capitalize on Nana- val and may harm our business, results of operations and prospects. Additional events that may result in a delay or unsuccessful completion of clinical development of Nana- val include, among other things: • unexpectedly high rate of patients withdrawing consent or being lost to follow- up; • feedback from the FDA and foreign regulatory authorities, institutional review boards (" IRBs ") or the data safety monitoring board, or results from clinical trials that might require modification to a clinical trial protocol; • imposition of a clinical hold by the FDA or other regulatory authorities, a decision by the FDA, other regulatory authorities, IRBs, or Viracta, or a recommendation by a data safety monitoring board to suspend or terminate trials at any time for safety issues or for any other reason; • deviations from the trial protocol by clinical trial sites and investigators or failure to conduct the trial in accordance with regulatory requirements; • failure of third parties, such as CROs, to satisfy their contractual duties or meet expected deadlines; • delays in the testing, validation, manufacturing and delivery of nanatinostat and valganciclovir to the clinical trial sites; • delays caused by patients dropping out of a trial due to side effects or disease progression; • unacceptable risk- benefit profile or unforeseen safety issues or adverse drug reactions; • failure to demonstrate the efficacy of Nana- val in this clinical trial; • changes in government regulations or administrative actions or lack of adequate funding to continue the trials; or • business interruptions resulting from geo- political actions, including war and terrorism, or natural disasters and public health epidemics, such as the COVID **- 19** pandemic. An inability by us to timely complete clinical development could result in additional costs to us or impair our ability to generate product revenues or development, regulatory, commercialization and sales milestone payments and royalties on product sales. In addition to Nana- val, our prospects depend in part upon discovering, developing and commercializing additional product candidates, which may fail in development or suffer delays that adversely affect their commercial viability. In addition to Nana- val, our future operating results are dependent in part on our ability to successfully discover, develop, obtain regulatory approval for and commercialize product candidates other than Nana- val. Our product candidate pipeline also includes vecabrutinib, a clinical- stage product candidate, and VRx- 510, a preclinical product candidate. We may explore future treatment therapies with vecabrutinib and continue to evaluate development opportunities with VRx- 510. A product candidate can unexpectedly fail at any stage of preclinical and / or clinical development. For example, in the case of vecabrutinib, Sunesis decided not to move the program into Phase 2 after assessing the totality of the data including the 500 mg cohort, the highest dose studied in the trial, as Sunesis found insufficient evidence of activity in BTK inhibitor resistant- disease. The historical failure rate for product candidates is high due to risks relating to safety, efficacy, clinical execution, changing standards of medical care and other unpredictable variables. The results from preclinical testing or early clinical trials of a product candidate may not be predictive of the results that will be obtained in later stage clinical trials of the product candidate. The success of other product candidates we may develop will depend on many factors, including the following: • generating sufficient data to support the initiation or continuation of clinical trials ~~; • addressing any delays in our~~

~~research programs resulting from factors related to the COVID- 19 pandemic~~ ; • obtaining regulatory and ethical committee permission to initiate clinical trials; • contracting with the necessary parties to conduct clinical trials; • successful enrollment of patients in, and the completion of, clinical trials on a timely basis; • the timely manufacture of sufficient quantities of a product candidate for use in clinical trials; and • adverse events in clinical trials. Even if we successfully advance any other product candidates into clinical development, their success will be subject to all of the clinical, regulatory and commercial risks described elsewhere in this " Risk Factors " section. Accordingly, we cannot assure you that we will ever be able to discover, develop, obtain regulatory approval of, commercialize or generate significant revenue from any product candidates. The regulatory approval processes of the FDA, EMA and other comparable foreign regulatory authorities are lengthy, time consuming and inherently unpredictable. If we are ultimately unable to obtain regulatory approval of our product candidates, we will be unable to generate product revenue and our business will be substantially harmed. Obtaining approval by the FDA, EMA and other comparable foreign regulatory authorities is unpredictable, typically takes many years following the commencement of clinical trials and depends upon numerous factors, including the type, complexity and novelty of the product candidates involved. In addition, approval policies, regulations or the type and amount of clinical data necessary to gain approval may change during the course of a product candidate' s clinical development and may vary among jurisdictions, which may cause delays in the approval or the decision not to approve an application. Regulatory authorities have substantial discretion in the approval process and may refuse to accept any application or may decide that our data are insufficient for approval and require additional preclinical, clinical or other data. Even if we eventually complete clinical testing and receive approval for our product candidates, the FDA, EMA and other comparable foreign regulatory authorities may approve our product candidates for a more limited indication or a narrower patient population than we originally requested or may impose other prescribing limitations or warnings that limit the product' s commercial potential. We have not submitted for, or obtained, regulatory approval for any product candidate, and it is possible that none of our product candidates will ever obtain regulatory approval. Further, development of our product candidates and / or regulatory approval may be delayed for reasons beyond our control. Further, development of our product candidates and / or regulatory approval may be delayed for reasons beyond our control. For example, a U. S. federal government shutdown or budget sequestration, such as ones that occurred during 2013, 2018 and 2019, or diversion of resources to ~~currently~~ handle ~~the~~ **a potential resurgent** COVID- 19 **or other** public health emergency ~~and~~ pandemic may result in significant reductions to the FDA' s budget, employees and operations, which may lead to slower response times and longer review periods, potentially affecting our ability to progress development of our product candidates or obtain regulatory approval for our product candidates. In addition, the **potential** impact of **a resurgent** COVID- 19 ~~may~~ **or other public health emergency / pandemic could** cause the FDA to allocate additional resources to product candidates focused on treating **such** related illnesses, which could lead to longer approval processes for our product candidates. Finally, our competitors may file citizens' petitions with the FDA in an attempt to persuade the FDA that our product candidates, or the clinical trials that support their approval, contain deficiencies. Such actions by our competitors could delay or even prevent the FDA from approving any of our NDAs. Applications for our product candidates could fail to receive regulatory approval for many reasons, including the following: • the FDA, EMA or other comparable foreign regulatory authorities may disagree with the design, implementation or results of our clinical trials; • the FDA, EMA or other comparable foreign regulatory authorities may determine that our product candidates are not safe and effective, are only moderately effective or have undesirable or unintended side effects, toxicities or other characteristics that preclude us from obtaining marketing approval or prevent or limit commercial use; • the population studied in the clinical trial may not be sufficiently broad or representative to assure efficacy and safety in the full population for which we seek approval; • the FDA, EMA or other comparable foreign regulatory authorities may disagree with our interpretation of data from preclinical studies or clinical trials; • we may be unable to demonstrate to the FDA, EMA or other comparable foreign regulatory authorities that our product candidate' s risk- benefit ratio for our proposed indication is acceptable; • the FDA, EMA or other comparable foreign regulatory authorities may fail to approve the manufacturing processes, test procedures and specifications or facilities of third- party manufacturers with which we contract for clinical and commercial supplies; • the FDA, EMA or other comparable regulatory authorities may fail to approve companion diagnostic tests that are required for our product candidates; and • the approval policies or regulations of the FDA, EMA or other comparable foreign regulatory authorities may significantly change in a manner rendering our clinical data insufficient for approval. This lengthy approval process, as well as the unpredictability of the results of clinical trials, may result in our failing to obtain regulatory approval to market any of our product candidates, which would significantly harm our business, results of operations and prospects. The clinical trials of our product candidates may not demonstrate safety and efficacy to the satisfaction of the FDA, EMA or other comparable foreign regulatory authorities or otherwise produce positive results. Before obtaining marketing approval from the FDA, EMA or other comparable foreign regulatory authorities for the sale of our product candidates, we must complete preclinical development and extensive clinical trials to demonstrate with substantial evidence the safety and efficacy of such product candidates. Clinical testing is expensive, difficult to design and implement, can take many years to complete and its ultimate outcome is uncertain. A failure of one or more clinical trials can occur at any stage of the process. The outcome of preclinical studies and early- stage clinical trials may not be predictive of the success of later clinical trials. Moreover, preclinical and clinical data are often susceptible to varying interpretations and analyses, and many companies that have believed their product candidates performed satisfactorily in preclinical studies and clinical trials have nonetheless failed to obtain marketing approval of their drugs. We may experience numerous unforeseen events during, or as a result of, clinical trials that could delay or prevent receipt of marketing approval or our ability to commercialize our product candidates, including: • receipt of feedback from regulatory authorities that requires us to modify the design of our clinical trials; • negative or inconclusive clinical trial results that may require it to conduct additional clinical trials or abandon certain drug development programs; • the number of patients required for clinical trials being larger than anticipated, enrollment in these clinical trials being slower than anticipated or participants dropping out of these clinical trials at a higher

rate than anticipated; • third- party contractors failing to comply with regulatory requirements or meet their contractual obligations to us in a timely manner, or at all; • the suspension or termination of our clinical trials for various reasons, including non- compliance with regulatory requirements or a finding that our product candidates have undesirable side effects or other unexpected characteristics or risks; • the cost of clinical trials of our product candidates being greater than anticipated; • the supply or quality of our product candidates or other materials necessary to conduct clinical trials of our product candidates being insufficient or inadequate; • we may experience further delays due to the ~~recent~~ **ongoing effects of the** COVID- 19 pandemic **and any potential resurgence thereof** , including with respect to submission of NDAs, filing of investigational new drug (" IND ") applications and starting any clinical trials for other indications or programs; and • regulators revising the requirements for approving our product candidates. If we are required to conduct additional clinical trials or other testing of our product candidates beyond those that we currently contemplate, if we are unable to successfully complete clinical trials of our product candidates or other testing in a timely manner, if the results of these trials or tests are not positive or are only modestly positive or if there are safety concerns, we may incur unplanned costs, be delayed in seeking and obtaining marketing approval if we receive such approval at all, receive more limited or restrictive marketing approval, be subject to additional post- marketing testing requirements or have the drug removed from the market after obtaining marketing approval. Our product candidates may cause ~~significant~~ **serious** adverse events, toxicities or other undesirable side effects when used alone or in combination with other approved products or investigational new drugs that may result in a safety profile that could prevent regulatory approval, prevent market acceptance, limit their commercial potential or result in significant negative consequences. If our product candidates are associated with undesirable side effects or have unexpected characteristics in preclinical studies or clinical trials when used alone or in combination with other approved products or investigational new drugs, we may need to conduct additional studies to further evaluate the product candidates' safety, interrupt, delay or abandon their development or limit development to more narrow uses or subpopulations in which the undesirable side effects or other characteristics are less prevalent, less severe or more acceptable from a risk- benefit perspective. Treatment- related side effects could also affect patient recruitment or the ability of enrolled subjects to complete the trial or result in potential product liability claims. Any of these occurrences may prevent us from obtaining regulatory approval, achieving or maintaining market acceptance of the affected product candidate and may harm our business, financial condition and prospects significantly. For example, in our ongoing Phase 1b / 2 of Nana- val, while most treatment- related adverse events were mild or moderate, most commonly thrombocytopenia, nausea, neutropenia and fatigue, there were instances of Grade 3 / 4 treatment related adverse events: neutropenia, anemia, and nausea. Patients in our ongoing and planned clinical trials may in the future suffer other ~~significant~~ **serious** adverse events or other side effects not observed in our preclinical studies or previous clinical trials. Nana- val or other product candidates may be used in populations for which safety concerns may be particularly scrutinized by regulatory agencies. In addition, Nana- val is being studied in combination with other therapies, which may exacerbate adverse events associated with the therapy. Patients treated with Nana- val or our other product candidates may also be undergoing surgical, radiation and chemotherapy treatments, which can cause side effects or adverse events that are unrelated to our product candidate but may still impact the success of our clinical trials. The inclusion of critically ill patients in our clinical trials may result in deaths or other adverse medical events due to other therapies or medications that such patients may be using or due to the gravity of such patients' illnesses. For example, it is expected that some of the patients enrolled in our Nana- val clinical trials will die or experience major clinical events either during the course of our clinical trials or after participating in such trials, which has occurred in the past. If further ~~significant~~ **serious** adverse events or other side effects are observed in any of our current or future clinical trials, we may have difficulty recruiting patients to the clinical trials, patients may drop out of our trials, or we may be required to abandon the trials or our development efforts of that product candidate altogether. We, the FDA, EMA, other comparable regulatory authorities or an IRB may suspend clinical trials of a product candidate at any time for various reasons, including a belief that subjects in such trials are being exposed to unacceptable health risks or adverse side effects. Some potential therapeutics developed in the biotechnology industry that initially showed therapeutic promise in early- stage trials have later been found to cause side effects that prevented their further development. Even if the side effects do not preclude the product candidate from obtaining or maintaining marketing approval, undesirable side effects may inhibit market acceptance due to its tolerability versus other therapies. Any of these developments could materially harm our business, financial condition and prospects. Further, if any of our product candidates obtains marketing approval, toxicities associated with such product candidates previously not seen during clinical testing may also develop after such approval and lead to a requirement to conduct additional clinical safety trials, additional contraindications, warnings and precautions being added to the drug label, significant restrictions on the use of the product or the withdrawal of the product from the market. We cannot predict whether our product candidates will cause toxicities in humans that would preclude or lead to the revocation of regulatory approval based on preclinical studies or early- stage clinical trials. The outcome of preclinical testing and early clinical trials may not be predictive of the success of later clinical trials, and the results of our clinical trials may not satisfy the requirements of the FDA, EMA or other comparable foreign regulatory authorities. We will be required to demonstrate with substantial evidence through well- controlled clinical trials that our product candidates are safe and effective for use in a diverse population before we can seek marketing approvals for their commercial sale. Success in preclinical studies and early- stage clinical trials does not mean that future clinical trials will be successful. For instance, we do not know whether Nana- val will perform in current or future clinical trials as it has performed in preclinical studies or prior clinical trials. Product candidates in later- stage clinical trials may fail to demonstrate sufficient safety and efficacy to the satisfaction of the FDA, EMA and other comparable foreign regulatory authorities despite having progressed through preclinical studies and early- stage clinical trials. Additionally, while we are aware of several other approved and clinical- stage HDAC inhibitors being developed by multiple other companies, to our knowledge, there are no HDAC inhibitors approved specifically for the treatment of EBV cancer. As such, the development of Nana- val and our stock price may be impacted by inferences, whether correct or not, that are drawn between the success of our product

candidate and those of other companies' HDAC inhibitors. Regulatory authorities may also limit the scope of later- stage trials until we have demonstrated satisfactory safety, which could delay regulatory approval, limit the size of the patient population to which it may market our product candidates, or prevent regulatory approval. In some instances, there can be significant variability in safety and efficacy results between different clinical trials of the same product candidate due to numerous factors, including changes in trial protocols, differences in size and type of the patient populations, differences in and adherence to the dose and dosing regimen and other trial protocols and the rate of dropout among clinical trial participants. Patients treated with our product candidates may also be undergoing surgical, radiation and chemotherapy treatments and may be using other approved products or investigational new drugs, which can cause side effects or adverse events that are unrelated to our product candidates. As a result, assessments of efficacy can vary widely for a particular patient, and from patient to patient and site to site within a clinical trial. This subjectivity can increase the uncertainty of, and adversely impact, our clinical trial outcomes. We do not know whether any clinical trials we may conduct will demonstrate consistent or adequate efficacy and safety sufficient to obtain approval to market any of our product candidates. Interim, topline 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 preliminary, interim or topline data from our clinical trials, such as the preliminary data from our ongoing Phase 1b / 2 clinical trial of Nana- val in patients with EBV solid tumors. These interim updates are 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. For example, we may report tumor responses in certain patients that are unconfirmed at the time and which do not ultimately result in confirmed responses to treatment after follow- up evaluations. 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 topline 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. Topline data also remain subject to audit and verification procedures that may result in the final data being materially different from the preliminary data we previously published. As a result, topline data should be viewed with caution until the final data are available. In addition, we may report interim analyses of only certain endpoints rather than all endpoints. 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 changes between interim data and final data could significantly harm our business and prospects. Further, additional disclosure of interim data by us or by our competitors in the future could result in volatility in the price of our common stock. In addition, the information we choose to publicly disclose regarding a particular study or clinical trial is typically selected from a more extensive amount of available information. You or others may not agree with what we determine is the material or otherwise appropriate information to include in our disclosure, and any information we determine not to disclose may ultimately be deemed significant with respect to future decisions, conclusions, views, activities or otherwise regarding a particular product candidate or our business. If the preliminary or topline data that we report differ from late, final or actual results, or if others, including regulatory authorities, disagree with the conclusions reached, our ability to obtain approval for, and commercialize, Nana- val or any other product candidates may be harmed, which could harm our business, financial condition, results of operations and prospects. If we experience delays or difficulties in the enrollment and / or maintenance of patients in clinical trials, our regulatory submissions or receipt of necessary marketing approvals could be delayed or prevented. We may not be able to initiate or continue clinical trials for our product candidates if we are unable to locate and enroll a sufficient number of eligible patients to participate in these trials to such trial' s conclusion as required by the FDA, EMA or other comparable foreign regulatory authorities. Patient enrollment is a significant factor in the timing of clinical trials. Our ability to enroll eligible patients may be limited or may result in slower enrollment than we anticipate. For instance, patients for our trials are screened for EBV- positivity, which can be determined by the presence of EBV- encoded RNA (" EBER "), as detected by in situ hybridization, and utilizing such biomarker- driven identification and / or certain highly specific criteria related to the cancer sub- types may limit patient populations eligible for our clinical trials. If our strategies for patient identification prove unsuccessful, it may have difficulty enrolling or maintaining patients appropriate for Nana- val. In addition, enrollment of patients in our clinical trials may be delayed or limited as our clinical trial sites **may** limit their onsite staff or temporarily close as a result of **any resurgence in** the COVID- 19 pandemic. For instance, we ~~have~~ experienced an impact on the timing of clinical site initiations as a result of the COVID- 19 pandemic **in which** ~~, and we are aware of~~ certain Nana- val clinical trial sites ~~that~~ temporarily stopped or delayed enrolling new patients ~~in response to~~ **. While such effects are gradually abating,** ~~the~~ **they would likely return in the event of a** COVID- 19 **resurgence or the emergence of another public health emergency /** pandemic. In addition, patients may not be able to visit clinical trial sites for dosing or data collection purposes due to limitations on travel and physical distancing imposed or recommended by federal or state governments or patients' reluctance to visit the clinical trial sites during ~~the~~ **any such public health emergency /** pandemic. These factors ~~resulting from the COVID- 19 pandemic~~ could delay the anticipated readouts from our Nana- val clinical trials and our regulatory submissions. Patient enrollment may also be affected if our competitors have ongoing clinical trials for programs that are under development for the same indications as our product candidates, and patients who would otherwise be eligible for our clinical trials instead enroll in clinical trials of our competitors' programs. Patient enrollment for our current or any future clinical trials may be affected by other factors, including: • size and nature of the patient population; • severity of the disease under investigation; • availability and efficacy of approved drugs for the disease under investigation; • patient eligibility criteria for the trial in question as defined in the protocol; • perceived risks and benefits of the product candidate under study; • clinicians' and patients' perceptions as to the potential advantages of the product candidate being studied in relation to other available therapies, including any new products that may be approved or other product candidates being investigated for the indications we are investigating; •

clinicians' willingness to screen their patients for biomarkers to indicate which patients may be eligible for enrollment in our clinical trials; • patient referral practices of physicians; • the ability to monitor patients adequately during and after treatment; • proximity and availability of clinical trial sites for prospective patients; and • the risk that patients enrolled in clinical trials will drop out of the trials before completion or, because they may be late- stage cancer patients, will not survive the full terms of the clinical trials. Our inability to enroll a sufficient number of patients for our clinical trials would result in significant delays or may require us to abandon one or more clinical trials altogether. Enrollment delays in our clinical trials may result in increased development costs for our product candidates and jeopardize our ability to obtain marketing approval for the sale of our product candidates. Furthermore, even if we are able to enroll a sufficient number of patients for our clinical trials, we may have difficulty maintaining participation in our clinical trials through the treatment and any follow- up periods . Our operations and financial results could..... financing on acceptable terms or at all . We are developing Nana- val, which is a combination containing a product developed and commercialized by parties other than us and approved outside of oncology, which exposes us to additional risks. We are developing Nana- val, which is a combination product candidate containing valganciclovir. Valganciclovir is an anti- viral that is approved by the FDA for the treatment and prevention of CMV retinitis in the setting of acquired immunodeficiency syndrome (" AIDS ") and post- solid organ transplantation, but valganciclovir is currently not approved for the treatment of cancers. The first generic version of valganciclovir was first approved in 2014. We currently have multiple ongoing clinical studies evaluating nanatinostat and valganciclovir in combination to evaluate its efficacy in patients with relapsed / refractory EBV malignancies. Patients may not be able to tolerate nanatinostat or valganciclovir in combination with each other or may have unexpected consequences. Even if the nanatinostat and valganciclovir combination were to receive marketing approval or be commercialized for the treatment of cancers, we would continue to be subject to the risks that the FDA, EMA or other comparable foreign regulatory authorities could revoke approval of valganciclovir, or safety, efficacy, manufacturing or supply issues could arise with valganciclovir. This could result in the need to identify other antiviral drug candidates or Nana- val being removed from the market or being less successful commercially. If the FDA, EMA or other comparable foreign regulatory authorities do not revoke their approval of valganciclovir, or if safety, efficacy, commercial adoption, manufacturing or supply issues arise with valganciclovir, we may be unable to obtain approval of or successfully market Nana- val. Additionally, if the third- party providers of valganciclovir are unable to produce sufficient quantities for clinical trials or for commercialization of Nana- val, if the cost become prohibitive, or if our third- party providers are unable to meet applicable regulatory requirements, our development and commercialization efforts would be impaired, which would have an adverse effect on our business, financial condition, results of operations and growth prospects. For example, for our ongoing clinical trials of Nana- val, we have entered into supply agreements with third- party manufacturers who currently market a generic version of valganciclovir. If these agreements terminate and we are unable to obtain valganciclovir on the current terms we have negotiated with third parties, the cost to us to conduct this trial may significantly increase or we may be unable to complete future clinical trials. We may develop Nana- val or other product candidates in combination with other therapies, which exposes us to additional risks. We may develop Nana- val or other product candidates, in combination with one or more currently approved cancer therapies or therapies in development. Patients may not be able to tolerate Nana- val or any of our other product candidates in combination with other therapies or dosing of Nana- val in combination with other therapies may have unexpected consequences. Even if any of our product candidates were to receive marketing approval or be commercialized for use in combination with other existing therapies, we would continue to be subject to the risks that the FDA, EMA or other comparable foreign regulatory authorities could revoke approval of the therapy used in combination with any of our product candidates, or safety, efficacy, manufacturing or supply issues could arise with these existing therapies. In addition, it is possible that existing therapies with which our product candidates are approved for use could themselves fall out of favor or be relegated to later lines of treatment. This could result in the need to identify other combination therapies for our product candidates, or our own products being removed from the market or being less successful commercially. We may also evaluate our product candidates in combination with one or more other cancer therapies that have not yet been approved for marketing by the FDA, EMA or comparable foreign regulatory authorities. We will not be able to market and sell any product candidate in combination with any such unapproved cancer therapies that do not ultimately obtain marketing approval. If the FDA, EMA or other comparable foreign regulatory authorities do not approve or revoke their approval of these other therapies, or if safety, efficacy, commercial adoption, manufacturing or supply issues arise with the therapies we choose to evaluate in combination with Nana- val or any other product candidate, we may be unable to obtain approval of or successfully market any one or all of the product candidates we develop. Additionally, if the third- party providers of therapies or therapies in development used in combination with our product candidates are unable to produce sufficient quantities for clinical trials or for commercialization of our product candidates, if the cost of combination therapies are prohibitive, or if our third- party providers are unable to meet applicable regulatory requirements, our development and commercialization efforts would be impaired, which would have an adverse effect on our business, financial condition, results of operations and growth prospects. If we are required by the FDA to obtain approval of a companion diagnostic test in connection with approval of Nana- val or any of our other product candidates, and we do not obtain or face delays in obtaining FDA approval of a diagnostic device, we will not be able to commercialize such 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. One common method used by investigators in our clinical trials to determine EBV positivity of lymphomas is in situ hybridization for EBV encoded RNA (" EBER- ISH "). If the FDA requires a companion diagnostic for the approval of Nana- val and a satisfactory companion diagnostic is not approved and 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 therapeutic product candidate and are subject to regulation as medical devices by the FDA and comparable regulatory authorities, and, to date, the FDA has required premarket approval or clearance of all companion diagnostics for cancer therapies. The approval or clearance 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 or clearance of a companion diagnostic for any of our product candidates, whether before or after it obtains marketing approval, we, and / or future collaborators, may encounter difficulties in developing and obtaining approval for such product candidate. Any delay or failure by us or third- party collaborators to develop or obtain regulatory approval or clearance of a companion diagnostic could delay or prevent approval or continued marketing of such product candidate. 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 candidate, if approved, on a timely or profitable basis, if at all. We have limited resources and are currently focusing our efforts on developing Nana- val for particular indications and advancing our preclinical programs. As a result, we may fail to capitalize on other indications or product candidates that may ultimately have proven to be more profitable. We are currently focusing the majority of our resources and efforts on developing Nana- val for particular indications and advancing our preclinical programs. As a result, because we have limited resources, we may forgo or delay pursuit of opportunities for other indications or with other product candidates that may have greater commercial potential or may utilize our limited resources on research and development activities that do not yield a viable product candidate. **For example, in August 2023 we announced the strategic prioritization of three lymphoma subtypes in the NAVAL- 1 trial to enable the allocation of resources to those indications we believe have the greatest probability of success and market opportunity in key geographies.** Our resource allocation decisions may cause us to fail to capitalize on viable commercial drugs or profitable market opportunities. Our spending on current and future research and development activities for Nana- val and other programs may not yield any commercially viable drugs. If we do not accurately evaluate the commercial potential or target markets for Nana- val or any of our other programs, we may relinquish valuable rights to that product candidate or program through collaboration, licensing or other strategic arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights to such product candidate or program. We face significant competition, and if our competitors develop and market technologies or products more rapidly than we do or that are more effective, safer or less expensive than the products we develop, our commercial opportunities will be negatively impacted. The biotechnology and pharmaceutical industries are characterized by rapidly advancing technologies, intense competition and a strong emphasis on proprietary and novel products and product candidates. Our competitors have developed, are developing or may develop products, product candidates and processes competitive with our product candidates. Any product candidates that we successfully develop and commercialize will compete with existing therapies and new therapies that may become available in the future. 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 addition, our products may need to compete with drugs that physicians currently use to treat the indications for which we seek approval. This may make it difficult for us to replace existing therapies with our products. In particular, there is intense competition in the field of oncology. We have competitors both in the United States and internationally, including major multinational pharmaceutical companies, established biotechnology companies, specialty pharmaceutical companies, emerging and start- up companies, universities and other research institutions. 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, enrolling subjects for clinical trials and in identifying and in- licensing new product candidates. We are not aware of any FDA approved products for the treatment of EBV lymphomas. Patients with EBV lymphomas receive standard of care therapies for their particular lymphoma subtype. Several HDAC inhibitors have demonstrated clinical antitumor activity, with three currently marketed in the U. S. for relapsed / refractory oncology indications. These are vorinostat for the treatment of cutaneous T cell lymphoma, romidepsin for the treatment of cutaneous T- cell lymphoma and belinostat for the treatment of peripheral T- cell lymphoma. In addition, a number of companies and academic institutions are developing drug candidates for EBV- associated PTLD and other EBV- associated diseases including: Atara Biotherapeutics, Inc., which received approval under exceptional circumstances in the EU for Ebvallo (tabelecleucel). ~~AlloVir~~ **Additionally** , ~~which is conducting clinical trials for Viralym- M (ALVR105), its allogeneic, multi- virus T- cell product that targets six viruses including EBV, is planning to initiate several Phase 2 and Phase 3 trials for the treatment of various viruses, including EBV. Tessa Therapeutics, which has an allogeneic CD30- Chimeric Antigen Receptor (CAR) EBV- specific T cells (EBVSTs) for CD30 positive lymphomas in Phase 1, and~~ multiple companies are investigating the use of anti- PD1 / PD- L1 antibodies for the treatment of EBV- associated malignancies. Many of these current and potential competitors have significantly greater financial, manufacturing, marketing, drug development, technical and human resources, and commercial expertise than ~~us~~ **we do** . Large pharmaceutical and biotechnology companies, in particular, have extensive experience in clinical testing, obtaining regulatory approvals, recruiting patients and manufacturing biotechnology products. These companies also have significantly greater research and marketing capabilities than we do and may also have products that have been approved or are in late stages of development, and collaborative arrangements in our target markets with leading companies and research institutions. Established pharmaceutical and biotechnology companies may also invest heavily to accelerate discovery and development of novel compounds or to in- license novel compounds that could make the product candidates that we develop obsolete. Smaller or early- stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies, as well as in acquiring technologies complementary to, or necessary for, our programs. As a result of all of these factors, our competitors may succeed in obtaining approval from

the FDA, EMA or other comparable foreign regulatory authorities or in discovering, developing and commercializing products in our field before we do. Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer side effects, are more convenient, have a broader label, are marketed more effectively, are more widely reimbursed or are less expensive than any products that we may develop. Our competitors also may obtain marketing approval from the FDA, EMA or other comparable foreign regulatory authorities for their products more rapidly than we may obtain approval for ours, which could result in our competitors establishing a strong market position before we are able to enter the market. Even if the product candidates we develop achieve marketing approval, they may be priced at a significant premium over competitive products if any have been approved by then, resulting in reduced competitiveness. Technological advances or products developed by our competitors may render our technologies or product candidates obsolete, less competitive or not economical. If we are unable to compete effectively, our opportunity to generate revenue from the sale of our products we may develop, if approved, could be adversely affected. The manufacture of drugs is complex, and our third- party manufacturers may encounter difficulties in production. If any of our third- party manufacturers encounter such difficulties, our ability to provide adequate supply of our product candidates for clinical trials or our products for patients, if approved, could be delayed or prevented. Manufacturing drugs, especially in large quantities, is complex and may require the use of innovative technologies. Each lot of an approved drug product must undergo thorough testing for identity, strength, quality, purity and potency. Manufacturing drugs requires facilities specifically designed for and validated for this purpose, as well as sophisticated quality assurance and quality control procedures. Slight deviations anywhere in the manufacturing process, including filling, labeling, packaging, storage and shipping and quality control and testing, may result in lot failures, product recalls or spoilage. When changes are made to the manufacturing process, we may be required to provide preclinical and clinical data showing the comparable identity, strength, quality, purity or potency of the products before and after such changes. If microbial, viral or other contaminations are discovered at the facilities of our manufacturer, such facilities may need to be closed for an extended period of time to investigate and remedy the contamination, which could delay clinical trials and adversely harm our business. The use of biologically derived ingredients can also lead to allegations of harm, including infections or allergic reactions, or closure of product facilities due to possible contamination. If our third- party manufacturers are unable to produce sufficient quantities for clinical trials or for commercialization as a result of these challenges, or otherwise, our development and commercialization efforts would be impaired, which would have an adverse effect on our business, financial condition, results of operations and growth prospects. Changes in methods of product candidate manufacturing or formulation may result in additional costs or delay. As product candidates progress through preclinical and clinical trials to marketing approval and commercialization, it is common that various aspects of the development program, such as manufacturing methods and formulation, are altered along the way in an effort to optimize yield and manufacturing batch size, minimize costs and achieve consistent quality and results. For example, we may introduce alternative formulations of nanatinostat and / or valganciclovir into the trial. Such changes carry the risk that they will not achieve these intended objectives. Any of these changes could cause our product candidates to perform differently and affect the results of planned clinical trials or other future clinical trials conducted with the altered materials. This could delay completion of clinical trials, require the conduct of bridging clinical trials or the repetition of one or more clinical trials, increase clinical trial costs, delay approval of our product candidates and jeopardize our ability to commercialize our product candidates, if approved, and generate revenue. Our product candidates may not achieve adequate market acceptance among physicians, patients, healthcare payors and others in the medical community necessary for commercial success. Even if our product candidates receive regulatory approval, the approved product candidates may not gain adequate market acceptance among physicians, patients, third- party payors and others in the medical community. The degree of market acceptance of any of our approved product candidates will depend on a number of factors, including: • the efficacy and safety profile as demonstrated in clinical trials compared to alternative treatments; • the timing of market introduction of the product candidate as well as competitive products; • the clinical indications for which a product candidate is approved; • restrictions on the use of product candidates in the labeling approved by regulatory authorities, such as boxed warnings or contraindications in labeling, or a risk evaluation and mitigation strategy, if any, which may not be required of alternative treatments and competitor products; • the potential and perceived advantages of our product candidates over alternative treatments; • the cost of treatment in relation to alternative treatments; • the availability of coverage and adequate reimbursement by third- party payors, including government authorities; • the availability of an approved product candidate for use as a combination therapy; • relative convenience and ease of administration; • the willingness of the target patient population to try new therapies and undergo required diagnostic screening to determine treatment eligibility and of physicians to prescribe these therapies and diagnostic tests; • the effectiveness of sales and marketing efforts; • unfavorable publicity relating to our product candidates; and • the approval of other new therapies for the same indications. If any of our product candidates are approved but do not achieve an adequate level of acceptance by physicians, hospitals, healthcare payors and patients, we may not generate or derive sufficient revenue from that product candidate and our financial results could be negatively impacted. The market opportunities for Nana- val and other product candidates we develop, if approved, may be limited to certain smaller patient subsets. Cancer therapies are sometimes characterized as first- line, second- line or third line, and the FDA often approves new therapies initially only for a particular line of use. When cancer is detected early enough, first- line therapy, such as chemotherapy, hormone therapy, surgery, radiation therapy or a combination of these, is sometimes adequate to cure the cancer or prolong life without a cure. Second- and third- line therapies are administered to patients when prior therapy is not effective. Our ongoing and planned clinical trials for Nana- val are with patients who have received one or more prior treatments. There is no guarantee that product candidates that we develop, even if approved, would be approved for first- line or second- line therapy, and, prior to any such approvals, we may have to conduct additional clinical trials that may be costly, time- consuming and subject to risk. The number of patients who have the cancers we are targeting may turn out to be lower than expected. Additionally, the potentially addressable patient population for Nana-

val and other product candidates may be limited or may not be amenable to treatment with our product candidates. Regulatory approval may limit the market of a product candidate to target patient populations when such biomarker- driven identification and / or highly specific criteria related to the stage of disease progression are utilized. Even if we obtain significant market share for any approved product, if the potential target populations are small, we may never achieve profitability without obtaining marketing approval for additional indications. We may not be successful in growing our product pipeline through acquisitions and in- licenses. We believe that accessing external innovation and expertise is important to our success; and while we plan to leverage our leadership team' s prior business development experience as we evaluate potential in- licensing and acquisition opportunities to further expand our portfolio, we may not be able to identify suitable licensing or acquisition opportunities, and even if we do, we may not be able to successfully secure such licensing and acquisition opportunities. The licensing or acquisition of third- party intellectual property rights is a competitive area, and several more established companies may pursue strategies to license or acquire third- party intellectual property rights that we may consider attractive or necessary. These companies may have a competitive advantage over us due to their size, capital 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, or at all. If we are unable to successfully license or acquire additional product candidates to expand our portfolio, our pipeline, competitive position, business, financial condition, results of operations, and prospects may be materially harmed. Any product candidates we develop may become subject to unfavorable third- party coverage and reimbursement practices, as well as pricing regulations. The availability and extent of coverage and adequate reimbursement by third- party payors, including the federal healthcare programs, private health coverage insurers, managed care organizations and other third- party payors is essential for most patients to be able to afford healthcare. Sales of any of our product candidates that receive marketing approval will depend substantially, both in the United States and internationally, on the extent to which the costs of such product candidates will be covered and reimbursed by third- party payors. If reimbursement is not available, or is available only to limited levels, we may not be able to successfully commercialize our product candidates. Even if coverage is provided, the approved reimbursement amount may not be high enough to allow us to establish or maintain pricing sufficient to realize an adequate return on our investment. Coverage and reimbursement may impact the demand for, or the price of, any product candidate for which we obtain marketing approval. If coverage and reimbursement are not available or reimbursement is available only to limited levels, we may not successfully commercialize any product candidate for which we obtain marketing approval. There is significant uncertainty related to third- party payor coverage and reimbursement of newly approved products. In the United States, for example, the Centers for Medicare & Medicaid Services (" CMS "), an agency within the U. S. Department of Health and Human Services (" HHS ") decides whether and to what extent a new product will be covered and reimbursed under Medicare. Private third- party payors often follow CMS' s decisions regarding coverage and reimbursement to a substantial degree. However, one third- party payor' s determination to provide coverage for a product candidate does not ~~assure~~ **ensure** that other payors will also provide coverage for the product candidate. As a result, the coverage determination process is often time- consuming and costly. This process will require us to provide scientific and clinical support for the use of our products to each third- party payor separately, with no assurance that coverage and adequate reimbursement will be applied consistently or obtained in the first instance. In addition, companion diagnostic tests require coverage and reimbursement separate and apart from the coverage and reimbursement for their companion pharmaceutical or biological products. Similar challenges to obtaining coverage and reimbursement, applicable to pharmaceutical or biological products, will apply to companion diagnostics. Additionally, if any companion diagnostic provider is unable to obtain reimbursement or is inadequately reimbursed, that may limit the availability of such companion diagnostic, which would negatively impact prescriptions for our product candidates, if approved. Increasingly, third- party payors are requiring that drug companies provide them with predetermined discounts from list prices and are challenging the prices charged for medical products. Further, such payors are examining the medical necessity and reviewing the cost effectiveness of medical product candidates. There may be especially significant delays in obtaining coverage and reimbursement for newly approved drugs. Third- party payors may limit coverage to specific product candidates on an approved list, known as a formulary, which might not include all FDA- approved drugs for a particular indication. We may need to conduct expensive pharmaco- economic studies to demonstrate the medical necessity and cost effectiveness of our products. Nonetheless, our product candidates may not be considered medically necessary or cost effective. We cannot be sure that coverage and reimbursement will be available for any product that we commercialize and, if reimbursement is available, what the level of reimbursement will be. Outside the United States, the commercialization of therapeutics is generally subject to extensive governmental price controls and other market regulations, and we believe the increasing emphasis on cost containment initiatives in Europe, Canada and other countries has and will continue to put pressure on the pricing and usage of therapeutics such as our product candidates. In many countries, particularly the countries of the European Union, medical product prices are subject to varying price control mechanisms as part of national health systems. In these countries, pricing negotiations with governmental authorities can take considerable time after a product receives marketing approval. To obtain reimbursement or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost-effectiveness of our product candidate to other available therapies. In general, product prices under such systems are substantially lower than in the United States. Other countries allow companies to fix their own prices for products but monitor and control company profits. Additional foreign price controls or other changes in pricing regulation could restrict the amount that we are able to charge for our product candidates. Accordingly, in markets outside the United States, the reimbursement for our products may be reduced compared with the United States and may be insufficient to generate commercially reasonable revenue and profits. If we are unable to establish or sustain coverage and adequate reimbursement for any product candidates from third- party payors, the adoption of those products and sales revenue will be adversely affected, which, in turn, could

adversely affect the ability to market or sell those product candidates, if approved. Coverage policies and third- party payor reimbursement rates may change at any time. Even if favorable coverage and reimbursement status is attained for one or more products for which we receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future .Our operations and financial results could be adversely impacted by **a resurgence of** the ~~ongoing~~ COVID- 19 **pandemic,or the emergence of another public health emergency /** pandemic in the United States and the rest of the world. ~~In December 2019,COVID- 19 was reported to have surfaced in Wuhan,China,resulting in significant disruptions to Chinese manufacturing and travel.COVID- 19 has become a global pandemic,and as a result of measures imposed by the governments in affected regions,many commercial activities,businesses and schools were suspended as part of quarantines and other measures intended to contain this pandemic,and some continue to be limited.~~ As the COVID- 19 pandemic **gradually abates** ~~continues to persist~~ ,we may **nonetheless** experience further disruptions **caused by a resurgence thereof or the emergence of another public health emergency / pandemic** that could severely impact our business and clinical trials,including: ~~• interruption of key research and discovery or other activities related to any impact of COVID- 19 contraction by or transmission among our employees,including those that are essential workers and work within our laboratory;~~ • delays or difficulties in enrolling patients in our clinical trials,or those conducted by third parties,and further incurrence of additional costs as a result of preclinical study and clinical trial delays and adjustments;• ~~challenges related to ongoing and increased operational expenses related to the COVID- 19 pandemic;•~~ delays or difficulties in clinical site initiation,including difficulties in recruiting clinical site investigators and availability of 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 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;• ~~limitations in resources that would otherwise be focused on the conduct of our business or our clinical trials,including because of sickness or the desire to avoid contact with large groups of people or as a result of government- imposed " shelter in place " or similar working restrictions;• delays in receiving approval 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 ~~;• changes in regulations as part of a response to the COVID- 19 pandemic which may require us to change the ways in which our clinical trials are conducted,or to discontinue the clinical trials altogether,or which may result in unexpected costs~~ ;and • delays in necessary interactions with regulators,ethics committees and other important agencies and contractors due to limitations in employee resources or forced furlough of government or contractor personnel. ~~We~~ **While the World Health Organization has determined that COVID- 19 no longer represents a global health emergency and we have largely resumed normal operations,we** will continue to assess the impact that COVID- 19 may have on our ability to effectively conduct our business operations as planned and there can be no assurance that we will be able to avoid a material impact on our business from ~~the spread~~ **a potential resurgence** of COVID- 19 **,the emergence of another public health emergency / pandemic** or ~~its~~ **the** consequences **of either** ,including disruption to our business and downturns in **business sentiment generally or in our industry.Additionally,certain third parties with whom we engage,including our collaborators,contract organizations,third party manufacturers,suppliers,clinical trial sites,regulators and other third parties with whom we conduct business may adjust their operations and capacity in the event of a COVID- 19 resurgence or other pandemic.If these third parties experience shutdowns or business disruptions,our ability to conduct our business in the manner and on the timelines presently planned could be materially and negatively impacted.While we have taken certain measures and continue to evaluate other potential measures to mitigate such potential impacts on our trials,there is no guarantee we will be successful in these mitigation efforts.To the extent a resurgence of COVID- 19 or the emergence of another public health emergency / pandemic may adversely affects our business,financial condition and operating results,it may also have the effect of heightening many of the other risks described in this " Risk factors " section** . Our business entails a significant risk of product liability and if we are unable to obtain sufficient insurance coverage such inability could have an adverse effect on our business and financial condition. Our business exposes us to significant product liability risks inherent in the development, testing, manufacturing and marketing of therapeutic treatments. Product liability claims could delay or prevent completion of our development programs. If we succeed in marketing products, such claims could result in an FDA, EMA or other regulatory authority investigation of the safety and effectiveness of our products, our manufacturing processes and facilities or our marketing programs. FDA, EMA or other regulatory authority investigations could potentially lead to a recall of our products or more serious enforcement action, limitations on the approved indications for which they may be used or suspension or withdrawal of approvals. Regardless of the merits or eventual outcome, liability claims may also result in decreased demand for our products, injury to our reputation, costs to defend the related litigation, a diversion of management' s time and our resources and substantial monetary awards to trial participants or patients. We currently have product liability insurance that we believe is appropriate for our stage of development and may need to obtain higher levels prior to marketing any of our product candidates, if approved. Any insurance we have or may obtain may not provide sufficient coverage against potential liabilities. Furthermore, clinical trial and product liability insurance is becoming increasingly expensive. As a result, we may be unable to obtain sufficient insurance at a reasonable cost to protect us against losses caused by product liability claims that could have an adverse effect on our business and financial condition. Risks Related to Regulatory Approval and Other Legal Compliance Matters We may be unable to obtain U. S. or foreign regulatory approval and, as a result, may be unable to commercialize our product candidates. Our product candidates are and will continue to be subject to extensive governmental regulations relating to, among other things, research, testing, development, manufacturing, safety, efficacy, approval, recordkeeping, reporting, labeling, storage, packaging, advertising and promotion, pricing, marketing and distribution of drugs. Rigorous preclinical testing and clinical trials and an extensive regulatory approval process must be successfully completed in the United States and in many foreign jurisdictions before a new drug can be approved for marketing. Satisfaction of these and other regulatory requirements is costly, time

consuming, uncertain and subject to unanticipated delays. We cannot provide any assurance that any product candidate we may develop will progress through required clinical testing and obtain the regulatory approvals necessary for us to begin selling them. We have not conducted, managed or completed large- scale or pivotal clinical trials nor managed the regulatory approval process with the FDA or any other regulatory authority. The time required to obtain approvals from the FDA and other regulatory authorities is unpredictable and requires successful completion of extensive clinical trials which typically takes many years, depending upon the type, complexity and novelty of the product candidate. The standards that the FDA and its foreign counterparts use when evaluating clinical trial data can, and often does, change during drug development, which makes it difficult to predict with any certainty how they will be applied. We may also encounter unexpected delays or increased costs due to new government regulations, including future legislation or administrative action, or changes in FDA policy during the period of drug development, clinical trials and FDA regulatory review. Any delay or failure in seeking or obtaining required approvals would have a material and adverse effect on our ability to generate revenue from any particular product candidates we are developing and for which we are seeking approval. Furthermore, any regulatory approval to market a drug may be subject to significant limitations on the approved uses or indications for which we may market, promote and advertise the drug or the labeling or other restrictions. In addition, the FDA has the authority to require a Risk Evaluation and Mitigation Strategy (" REMS ") plan as part of approving an NDA, or after approval, which may impose further requirements or restrictions on the distribution or use of an approved drug. These requirements or restrictions might include 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. These limitations and restrictions may significantly limit the size of the market for the drug and affect reimbursement by third- party payors. We are also subject to numerous foreign regulatory requirements governing, among other things, the conduct of clinical trials, manufacturing and marketing authorization, pricing and third- party reimbursement. The foreign regulatory approval process varies among countries, and generally includes all of the risks associated with FDA approval described above as well as risks attributable to the satisfaction of local regulations in foreign jurisdictions. Moreover, the time required to obtain approval may differ from that required to obtain FDA approval. The FDA, EMA and other comparable foreign regulatory authorities may not accept data from trials conducted in locations outside of their jurisdiction. Our ongoing clinical trials are being undertaken in the United States, Europe, Brazil and other countries. The acceptance of study data by the FDA, EMA or other comparable foreign regulatory authority from clinical trials conducted outside of their respective jurisdictions may be subject to certain conditions. In cases where data from United States clinical trials are intended to serve as the basis for marketing approval in the foreign countries outside the United States, the standards for clinical trials and approval may be different. There can be no assurance that any United States or foreign regulatory authority would accept data from trials conducted outside of its applicable jurisdiction. If the FDA, EMA or any applicable foreign regulatory authority does not accept such data, it would result in the need for additional trials, which would be costly and time-consuming and delay aspects of our business plan, and which may result in our product candidates not receiving approval or clearance for commercialization in the applicable jurisdiction. Obtaining and maintaining regulatory approval of our product candidates in one jurisdiction does not mean that we will be successful in obtaining regulatory approval of our product candidates in other jurisdictions. Obtaining and maintaining regulatory approval of our product candidates in one jurisdiction does not guarantee that we will be able to obtain or maintain regulatory approval in any other jurisdiction. For example, even if the FDA or EMA grants marketing approval of a product candidate, comparable regulatory authorities in foreign jurisdictions must also approve the manufacturing, marketing and promotion and reimbursement of the product candidate in those countries. However, a failure or delay in obtaining regulatory approval in one jurisdiction may have a negative effect on the regulatory approval process in others. Approval procedures vary among jurisdictions and can involve requirements and administrative review periods different from those in the United States, including additional preclinical studies or clinical trials as clinical trials conducted in one jurisdiction may not be accepted by regulatory authorities in other jurisdictions. In many jurisdictions outside the United States, a product candidate must be approved for reimbursement before it can be approved for sale in that jurisdiction. In some cases, the price that we intend to charge for our products is also subject to approval. Obtaining foreign regulatory approvals and establishing and maintaining compliance with foreign regulatory requirements could result in significant delays, difficulties and costs for us and could delay or prevent the introduction of our products in certain countries. If we or any future collaborator fail to comply with the regulatory requirements in international markets or fail to receive applicable marketing approvals, our target market will be reduced and our ability to realize the full market potential of our potential product candidates will be harmed. ~~On June 23, 2016, the United Kingdom (" U. K. ") held a referendum in which voters approved an exit from the European Union, commonly referred to as " Brexit. " This decision created an uncertain political and economic environment in the U. K. and other European Union countries, and the formal process for leaving the European Union has taken years to complete. The U. K. formally left the European Union on January 31, 2020 and began a transition period which expired on December 31, 2020.~~ In December 2020, the U. K. and the European Union agreed on a trade and cooperation agreement, under which the U. K. and the European Union will now form two separate markets governed by two distinct regulatory and legal regimes. The trade and cooperation agreement covers the general objectives and framework of the relationship between the U. K. and the European Union, including as it relates to trade, transport and visas. Notably, under the trade and cooperation agreement, U. K. service suppliers no longer benefit from automatic access to the entire European Union single market, U. K. goods no longer benefit from the free movement of goods and there is no longer the free movement of people between the U. K. and the European Union. Depending on the application of the terms of the trade and cooperation agreement, we could face new regulatory costs and challenges **in the U** . **K. Moreover,** ~~Adverse~~ **adverse** consequences ~~concerning~~ **resulting from** Brexit ~~or~~ **and its aftermath in** the ~~future of~~ **U. K. or** the European Union could include deterioration in global economic conditions, instability in global financial markets, political uncertainty, volatility in currency exchange rates or adverse changes in the cross- border agreements currently in place, any of which could have an adverse

impact on our financial results in the future ~~. Since the regulatory framework for pharmaceutical products in the United Kingdom relating to quality, safety and efficacy of pharmaceutical products, clinical trials, marketing authorization, commercial sales and distribution of pharmaceutical products is derived from EU directives and regulations, Brexit will materially impact the future regulatory regime which applies to products and the approval of product candidates in the United Kingdom. In the first instance, a separate United Kingdom authorization from any centralized authorization for the EU would need to be applied for in advance of a hard Brexit or before the end of any agreed transition period. In the immediately foreseeable future, the process is likely to remain very similar to that applicable in the EU, albeit that the processes for applications will be separate. Longer term, the United Kingdom is likely to develop its own legislation that diverges from that in the EU~~ . Even if our product candidates receive regulatory approval, they will be subject to significant post- marketing regulatory requirements and oversight. Any regulatory approvals that we may receive for our product candidates will require the submission of reports to regulatory authorities and on- going surveillance to monitor the safety and efficacy of the product candidate, may contain significant limitations related to use restrictions for specified age groups, warnings, precautions or contraindications, and may include burdensome post- approval study or risk management requirements and regulatory inspection. For example, the FDA may require a REMS in order to approve our product candidates, which could entail requirements for a medication guide, physician training and communication plans or additional elements to ensure safe use, such as restricted distribution methods, patient registries and other risk minimization tools. In addition, if the FDA or foreign regulatory authorities approve our product candidates, the manufacturing processes, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion, import, export and recordkeeping for our product candidates will be subject to extensive and ongoing regulatory requirements. These requirements include submissions of safety and other post- marketing information and reports, registration, as well as on- going compliance with current good manufacturing practices (“ cGMPs ”) and good clinical practices (“ GCPs ”) for any clinical trials that we conduct post- approval. In addition, manufacturers of drug products and their facilities are subject to continual review and periodic, unannounced inspections by the FDA and other regulatory authorities for compliance with cGMP regulations and standards. If we or a regulatory agency discover previously unknown problems with a product, such as adverse events of unanticipated severity or frequency, or problems with the facilities where the product is manufactured, a regulatory agency may impose restrictions on that product, the manufacturing facility or us, including requiring recall or withdrawal of the product from the market or suspension of manufacturing. In addition, failure to comply with FDA, EMA and other comparable foreign regulatory requirements may subject our company to administrative or judicially imposed sanctions, including: • delays in or the rejection of product approvals; • restrictions on our ability to conduct clinical trials, including full or partial clinical holds on ongoing or planned trials; • restrictions on the products, manufacturers or manufacturing process; • warning letters or untitled letters; • civil and criminal penalties; • injunctions; • suspension or withdrawal of regulatory approvals; • product seizures, detentions or import bans; • voluntary or mandatory product recalls and publicity requirements; • total or partial suspension of production; and • imposition of restrictions on operations, including costly new manufacturing requirements. Moreover, the FDA strictly regulates the promotional claims that may be made about drug 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. 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 civil, criminal and administrative penalties. The occurrence of any event or penalty described above may inhibit our ability to commercialize our product candidates, if approved, and generate revenue. The FDA and other regulatory agencies actively enforce the laws and regulations prohibiting the promotion of off label uses. If any of our product candidates are approved and we are found to have improperly promoted off- label uses of those products, we may become subject to significant liability. The FDA and other regulatory agencies strictly regulate the promotional claims that may be made about prescription products, such as our product candidates, if approved. In particular, a product may not be promoted for uses that are not approved by the FDA or such other regulatory agencies as reflected in the product’ s approved labeling. For example, if we receive marketing approval for Nana- val as a treatment for EBV lymphomas, physicians may nevertheless use our product for 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 U. S. federal government has levied large civil and criminal fines against companies for alleged improper promotion of off- label use 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. If we cannot successfully manage the promotion of our product candidates, if approved, we could become subject to significant liability, which would materially adversely affect our business and financial condition. A Fast Track or Breakthrough Therapy designation for Nana- val may not lead to a faster development or review process, or we may be unable to maintain or effectively utilize such a designation. We may also seek additional Fast Track designations from the FDA for nanatinostat and any of our other product candidates. Even if one or more of our product candidates receive Fast Track designation, we may be unable to obtain or maintain the benefits associated with the Fast Track designation. In November 2019, we announced that the FDA granted Fast Track designation for Nana- val for the treatment of relapsed / refractory EBV lymphoid malignancies. This Fast Track designation does not guarantee that we will qualify for or be able to take advantage of the expedited review procedures or that we will ultimately obtain regulatory approval of Nana- val. Even though we received this Fast Track designation, we may not experience a faster development process, review or approval compared to conventional FDA procedures. The FDA may withdraw the Fast Track designation if it believes that the Fast Track designation is no longer supported by data from our clinical development program. We may also seek Fast Track designation for additional cancer indications, and we may not be successful in securing such additional designation or in expediting development if such designations were received. Fast Track designation is designed to facilitate the development and expedite the review of therapies for serious conditions and fill an unmet medical need. Programs with Fast Track designation may benefit from early

and frequent communications with the FDA, potential priority review and the ability to submit a rolling application for regulatory review. Fast Track designation applies to both the product candidate and the specific indication for which it is being studied. If any of our product candidates receive Fast Track designation but do not continue to meet the criteria for Fast Track designation, or if our clinical trials are delayed, suspended or terminated, or put on clinical hold due to unexpected adverse events or issues with clinical supply, we will not receive the benefits associated with the Fast Track program. Furthermore, Fast Track designation does not change the standards for approval. Fast Track designation alone does not guarantee qualification for the FDA' s priority review procedures. We may also seek a Breakthrough Therapy designation for Nana- val for various cancer indications. The Breakthrough Therapy designation is for a drug that is intended, alone or in combination with one or more other drugs, to treat a serious or life- threatening disease or condition and preliminary clinical evidence indicates that the drug may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. The sponsor of a Breakthrough Therapy may request the FDA to designate the drug as a Breakthrough Therapy at the time of, or any time after, the submission of an IND for the drug. If the FDA designates a drug as a Breakthrough Therapy, it must take actions appropriate to expedite the development and review of the application, which may include holding meetings with the sponsor and the review team throughout the development of the drug; providing timely advice to, and interactive communication with, the sponsor regarding the development of the drug to ensure that the development program to gather the nonclinical and clinical data necessary for approval is as efficient as practicable; involving senior managers and experienced review staff, as appropriate, in a collaborative, cross- disciplinary review; assigning a cross- disciplinary project lead for the FDA review team to facilitate an efficient review of the development program and to serve as a scientific liaison between the review team and the sponsor; and taking steps to ensure that the design of the clinical trials is as efficient as practicable, when scientifically appropriate, such as by minimizing the number of patients exposed to a potentially less efficacious treatment. The FDA has broad discretion is determining whether to grant a Fast Track or Breakthrough Therapy designation for a drug. Obtaining a Fast Track or Breakthrough Therapy designation does not change the standards for product approval but may expedite the development or approval process. There is no assurance that the FDA will grant either such designation. Even if the FDA does grant either such designation for Nana- val, it may not actually result in faster clinical development or regulatory review or approval. **Further, even if granted, Breakthrough Therapy designation may be rescinded if Nana- val no longer meets the criteria for Breakthrough Therapy designation. This could occur, for example, if a different drug is approved to treat the unmet need that informed the rationale for granting Breakthrough Therapy designation to Nana- val or Breakthrough Therapy designation is no longer supported by data from our clinical development program.** Furthermore, such a designation does not increase the likelihood that Nana- val will receive marketing approval in the United States. We may not be able to obtain or maintain orphan drug designation or obtain or maintain orphan drug exclusivity for our product candidates and, even if we do, that exclusivity may not prevent the FDA, EMA or other comparable foreign regulatory authorities, from approving competing products. Regulatory authorities in some jurisdictions, including the United States and the European Union, may designate drugs for relatively small patient populations as orphan drugs. Under the Orphan Drug Act, the FDA may designate a product as an orphan drug if it is a drug intended to treat a rare disease or condition, which is generally defined as a patient population of fewer than 200, 000 individuals annually 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 will be recovered from sales in the United States. Our target indications may include diseases with large patient populations or may include orphan indications. However, there can be no assurances that we will be able to obtain orphan designations for our product candidates. 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. Orphan drug exclusivity in the United States provides that the FDA may not approve any other applications, including a full NDA, to market the same drug for the same indication for seven years, except in limited circumstances. The applicable exclusivity period is ten years in Europe. The European exclusivity period can be reduced to six years if a drug no longer meets the criteria for orphan drug designation or if the drug is sufficiently profitable so that market exclusivity is no longer justified. Even if we obtain orphan drug designation for a product candidate, we may not be able to obtain or maintain orphan drug exclusivity for that product candidate. We may not be the first to obtain marketing approval of any product candidate for which we have obtained orphan drug designation 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 we are unable to ensure that we will be able to manufacture 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 may be approved for the same condition. Even after an orphan drug 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 clinically superior in that it is shown to be safer, more effective or makes a major contribution to patient care or the manufacturer of the product with orphan exclusivity is unable to maintain sufficient product quantity. Orphan drug designation neither shortens the development time or regulatory review time of a drug nor gives the product candidate any advantage in the regulatory review or approval process or entitles the product candidate to priority review. **In response to the court decision in Catalyst Pharms., Inc. v. Becerra, 14 F. 4th 1299 (11th Cir. 2021), in January 2023, the FDA published a notice in the Federal Register to clarify that while the agency complies with the court' s order in Catalyst, FDA intends to continue to apply its longstanding interpretation of the regulations to matters outside of the scope of the Catalyst order – that is, the agency will continue tying the scope of orphan- drug exclusivity to the uses or**

indications for which a drug is approved, which permits other sponsors to obtain approval of a drug for new uses or indications within the same orphan designated disease or condition that have not yet been approved. It is unclear how future litigation, legislation, agency decisions, and administrative actions will impact the scope of the orphan drug exclusivity. We received orphan drug designation from the FDA for Nana- val for the treatment of EBV DLBCL, NOS, PTLD, plasmablastic lymphoma, and T- cell ~~lymphomas~~ **lymphoma** . In September 2022 and January 2023, we received orphan drug designation from the European Commission for the treatment of PTCL and DLBCL, respectively. We may be unable to obtain regulatory approval for Nana- val for these orphan populations or any other orphan population, or we may be unable to successfully commercialize Nana- val for such orphan populations due to risks that include: • the orphan patient populations may change in size; • there may be changes in the treatment options for patients that may provide alternative treatments to Nana- val; • the development costs may be greater than projected revenue of drug sales for the orphan indications; • the regulatory agencies may disagree with the design or implementation of our clinical trials; • there may be difficulties in enrolling patients for clinical trials; • Nana- val may not prove to be efficacious in the respective orphan patient populations; • clinical trial results may not meet the level of statistical significance required by the regulatory agencies; and • Nana- val may not have a favorable risk / benefit assessment in the respective orphan indication. If we are unable to obtain regulatory approval for Nana- val for any orphan population or are unable to successfully commercialize Nana- val for such orphan population, it could harm our business prospects, financial condition and results of operations. Where appropriate, we plan to secure approval from the FDA or comparable foreign regulatory authorities through the use of accelerated registration pathways. If we are unable to obtain such approval, we may be required to conduct additional preclinical studies or clinical trials beyond those that we contemplate, which could increase the expense of obtaining, and delay the receipt of, necessary marketing approvals. Even if we receive accelerated approval from the FDA, if our confirmatory trials do not verify clinical benefit, or if we do not comply with rigorous post- marketing requirements, the FDA may seek to withdraw accelerated approval. Where possible, we plan to pursue accelerated development strategies in areas of high unmet need. We may seek an accelerated approval pathway for one or more of our product candidates. Under the accelerated approval provisions in the Federal Food, Drug, and Cosmetic Act, and the FDA' s implementing regulations, the FDA may grant accelerated approval to a product candidate designed to treat a serious or life- threatening condition that provides meaningful therapeutic benefit over available therapies upon a determination that the product candidate has an effect on a surrogate endpoint or intermediate clinical endpoint that is reasonably likely to predict clinical benefit. The FDA considers a clinical benefit to be a positive therapeutic effect that is clinically meaningful in the context of a given disease, such as irreversible morbidity or mortality. For the purposes of accelerated approval, a surrogate endpoint is a marker, such as a laboratory measurement, radiographic image, physical sign, or other measure that is thought to predict clinical benefit but is not itself a measure of clinical benefit. An intermediate clinical endpoint is a clinical endpoint that can be measured earlier than an effect on irreversible morbidity or mortality that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit. The accelerated approval pathway may be used in cases in which the advantage of a new drug over available therapy may not be a direct therapeutic advantage but is a clinically important improvement from a patient and public health perspective. If granted, accelerated approval is usually contingent on the sponsor' s agreement to conduct, in a diligent manner, additional post- approval confirmatory studies to verify and describe the drug' s clinical benefit. If such post- approval studies fail to confirm the drug' s clinical benefit, the FDA may withdraw its approval of the drug. Prior to seeking such accelerated approval, we will seek feedback from the FDA and will otherwise evaluate our ability to seek and receive such accelerated approval. There can be no assurance that after our evaluation of the feedback and other factors we will decide to pursue or submit an NDA for accelerated approval or any other form of expedited development, review or approval. Similarly, there can be no assurance that after subsequent FDA feedback we will continue to pursue or apply for accelerated approval or any other form of expedited development, review or approval, even if we initially decide to do so. Furthermore, if we decide to submit an application for accelerated approval or under another expedited regulatory designation (e. g., ~~breakthrough~~ **Breakthrough** ~~therapy~~ **Therapy** designation), there can be no assurance that such submission or application will be accepted or that any expedited development, review or approval will be granted on a timely basis, or at all. The FDA or other comparable foreign regulatory authorities could also require us to conduct further studies prior to considering our application or granting approval of any type. A failure to obtain accelerated approval or any other form of expedited development, review or approval for our product candidate would result in a longer time period to commercialization of such product candidate, could increase the cost of development of such product candidate and could harm our competitive position in the marketplace. We may face difficulties from changes to current regulations and future legislation. Existing regulatory policies may change, and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates. We cannot predict the likelihood, nature or extent of government regulations that may arise from future legislation or administrative action, either in the United States or abroad **. For example, the government may implement additional measures in response to any resurgence of the COVID- 19 pandemic or other public health emergencies. If the Supreme Court reverses or curtails the Chevron doctrine, which gives deference to regulatory agencies in litigation against FDA and other agencies, more companies may bring lawsuits against FDA to challenge longstanding decisions and policies of FDA, which could undermine FDA' s authority, lead to uncertainties in the industry, and disrupt FDA' s normal operations, which could delay FDA' s review of our marketing applications** . 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, and we may not achieve or sustain profitability. For example, in March 2010, the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010 (collectively, the " ACA "), was passed, which substantially changed the way healthcare is financed by both the government and private insurers and continues to significantly impact the U. S. pharmaceutical industry. Since its enactment, there have been legislative and judicial efforts to repeal, replace, or change some or all of the ACA. For

example, various portions of the ACA have been subject to legal and constitutional challenges in the Fifth Circuit Court and the United States Supreme Court. The Supreme Court held oral arguments on the Fifth Circuit Court case in November 2020 and, on June 17, 2021, the Supreme Court dismissed this case after finding that plaintiffs do not have standing to challenge the constitutionality of the ACA. It is unclear how future litigation and healthcare measures promulgated by the Biden administration will impact the implementation of the ACA, our business, financial condition and results of operations. Complying with any new legislation or reversing changes implemented under the ACA could be time- intensive and expensive, resulting in a material adverse effect on our business. In addition, other legislative changes have been proposed and adopted in the United States since the ACA was enacted. These changes included aggregate reductions to Medicare payments to providers of up to 2 % per fiscal year, effective April 1, 2013, which will stay in effect through ~~2030~~ **2032** , **unless Congress takes additional action** ~~with the exception of a temporary suspension implemented under various COVID- 19 relief legislation from May 1, 2020 through March 31, 2022~~ . In January 2013, President Obama signed into law the American Taxpayer Relief Act of 2012, which, among other things, reduced Medicare payments to several providers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. These ~~new~~ laws ~~may result in additional reductions in Medicare and other healthcare funding, which~~ could have a material adverse effect on customers for our product candidates, if approved, and accordingly, our financial operations. ~~and adverse effect on our business,financial condition and results of operations.~~ Further,on May 30,2018,the Trickett Wendler,Frank Mongiello,Jordan McLinn,and Matthew Bellina Right to Try Act of 2017 (“ Right to Try Act ”),was signed into law.The law,among other things,provides a federal framework for certain patients to access certain investigational new product candidates that have completed a Phase 1 clinical trial and that are undergoing investigation for FDA approval.Under certain circumstances,eligible patients can seek treatment without enrolling in clinical trials and without obtaining FDA permission under the FDA expanded access program.There is no obligation for a drug manufacturer to make its products available to eligible patients as a result of the Right to Try Act **,but the manufacturer must develop an internal policy and respond to patient requests according to that policy** . ~~We expect that the~~ Moreover, there has been heightened governmental scrutiny ~~recently~~ over the manner in which drug manufacturers set prices for their marketed products, which has resulted in several Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to product pricing, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for drug products. **Ongoing** For example, HHS and CMS issued..... the ACA, as well as other healthcare reform **efforts** ~~measures that may be adopted in the future,~~ may result in more rigorous coverage criteria and in 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. For example, in August 2022, the Inflation Reduction Act of 2022 was passed by the U. S. Congress which, among other things, ~~includes~~ **included** policies that ~~are~~ **were** designed to have a direct impact on drug prices and reduce drug spending by the federal government, **some of** which **entered** ~~will take~~ effect in 2023. This legislation ~~contains~~ **contained** substantial drug pricing reforms, including the establishment of a drug price negotiation program ~~within the U. S. Department of Health and Human Services~~ that would require manufacturers to charge **Medicare** a negotiated “ maximum fair price ” for certain selected drugs ~~covered by Medicare~~ or pay an excise tax for noncompliance, the establishment of rebate payment requirements on manufacturers of certain drugs payable under Medicare Parts B and D to penalize price increases that outpace inflation, and ~~requires~~ **required** manufacturers to provide discounts on Part D drugs. Legislative, administrative, and private payor efforts to control drug costs span a range of proposals, including drug price negotiation, Medicare Part D redesign, drug price inflation rebates, international mechanisms, generic drug promotion and anticompetitive behavior, manufacturer reporting, and reforms that could impact therapies utilizing the accelerated approval pathway. **Several lawsuits have been filed against the Secretary of HHS in different federal courts asserting that the price setting provisions in the Inflation Reduction Act of 2022 are unconstitutional and represent an unlawful government taking. On July 3, 2023, CMS announced that it had issued final guidance concerning the mechanisms of the drug pricing negotiation program’ s first round which will result in year-long price caps on up to 10 high expenditure drugs and biologics scheduled to enter effect on January 1, 2026.** We cannot predict the ~~effect~~ **future course** of ~~any changes to the Inflation Reduction Act or other~~ federal and state healthcare policy reform efforts ~~including those~~ aimed at drug pricing ~~. Further, the Cures 2. 0 Act, H. R. 6000, 117th Cong. (2021) was introduced into the United States House of Representatives on November 17, 2021 and contains provisions that could result in legal and regulatory changes that affect our business. These changes may include a new payment pathway for breakthrough medical devices that are FDA approved or cleared on or after March 15, 2021. The enactment of Cures 2. 0 may also accelerate FDA timelines for designation of breakthrough therapies and also result in new requirements for the use of patient experience data and real- world evidence in regulating certain FDA products. If enacted, these changes could make it easier for our competitors to bring comparable or more advanced products to market quickly. There is no assurance that federal or state health care reform will not adversely affect our future business and financial results, and we cannot predict how future federal or state legislative, judicial or administrative changes relating to healthcare policy will affect our business. It is also possible that additional governmental action is taken to address the COVID- 19 pandemic~~ . Legislative and regulatory proposals have been made to expand post- approval requirements and restrict sales and promotional activities for biotechnology products. We cannot be sure whether additional legislative changes will be enacted, or whether FDA regulations, guidance or interpretations will be changed, or what the impact of such changes on the marketing approvals of our product candidates, if any, may be. In addition, increased scrutiny by Congress of the FDA’ s approval process may significantly delay or prevent marketing approval, as well as subject us to more stringent product labeling and post- marketing testing and other requirements. Additionally, the collection and use of health data in the European Union is governed by the General Data Protection Regulation (“ GDPR ”), which extends the

geographical scope of European Union data protection law to non- European Union entities under certain conditions and imposes substantial obligations upon companies and new rights for individuals. Failure to comply with the GDPR and the applicable national data protection laws of the EU Member States may result in fines up to € 20, 000, 000 or up to 4 % of the total worldwide annual turnover of the preceding financial year, whichever is higher, and other administrative penalties. The GDPR may increase our responsibility and liability in relation to personal data that we may process, and we may be required to put in place additional mechanisms in an effort to comply with the GDPR. This may be onerous and if our efforts to comply with GDPR or other applicable European Union laws and regulations are not successful, it could adversely affect our business in the European Union. Further, the European Court of Justice (" ECJ ") recently invalidated the EU- U. S. Privacy Shield, which had enabled the transfer of personal data from the EU to the U. S. for companies that had self- certified to the Privacy Shield. To the extent that we were to rely on Privacy Shield, we will not be able to do so in the future, and the ECJ' s decision otherwise may impose additional obligations with respect to the transfer of personal data from the EU to the U. S., each of which could increase our costs and obligations and impose limitations upon our ability to efficiently transfer personal data from the EU to the U. S. Further, the decision of the United Kingdom (" U. K. ") to leave the EU, often referred to as Brexit, has created uncertainty regarding data protection regulation in the U. K. In particular, while the U. K. has implemented legislation that implements and complements the GDPR, with penalties for noncompliance of up to the greater of £ 17. 5 million or four percent of worldwide revenues, aspects of data protection regulation in the U. K., including with respect to cross- border data transfers, remain unclear in the medium to longer term following Brexit. The U. K.' s relationship with the EU may, for example, require us to implement additional safeguards relating to transfers of personal data from the EU to the U. K., which may require us to incur significant costs and expenses in an effort to do so. More generally, we may incur liabilities, expenses, costs, and other operational losses under GDPR and the privacy and data protection laws of applicable EU member states and the United Kingdom in connection with any measures we take to comply with them. Finally, state and foreign laws may apply generally to the privacy and security of information we maintain, and may differ from each other in significant ways, thus complicating compliance efforts. For example, the California Consumer Privacy Act of 2018 (" CCPA "), which took effect on January 1, 2020, gives California residents expanded rights to access and require deletion of their personal information, opt out of certain personal information sharing, and receive detailed information about how their personal information is used. In addition, the CCPA (a) allows enforcement by the California Attorney General, with fines set at $ 2, 500 per violation (i. e., per person) or $ 7, 500 per intentional violation and (b) authorizes private lawsuits to recover statutory damages for certain data breaches. While it exempts some data regulated by the Health Insurance Portability and Accountability Act of 1996 (" HIPAA ") and certain clinical trials data, the CCPA, to the extent applicable to our business and operations, may increase our compliance costs and potential liability with respect to other personal information we collect about California residents. Some observers note that the CCPA could mark the beginning of a trend toward more stringent privacy legislation in the U. S., which could increase our potential liability and adversely affect our business. Additionally, a new privacy law, the California Privacy Rights Act (" CPRA "), was approved by California voters in November 2020. The CPRA significantly modified the CCPA, which may require us to modify our practices and policies and may further increase our compliance costs and potential liability. Inadequate funding for the FDA, the SEC and other government agencies could hinder their ability to hire and retain key leadership and other personnel, prevent new products and services from being developed or commercialized in a timely manner or otherwise prevent those agencies from performing normal business functions on which the operation of our business may rely, which could negatively impact our business. The ability of the FDA to review and approve new products can be affected by a variety of factors, including government budget and funding levels, ability to hire and retain key personnel and accept the payment of user fees, and statutory, regulatory, and policy changes. Average review times at the agency have fluctuated in recent years as a result. In addition, government funding of the ~~Securities and Exchange Commission (" SEC ")~~ and other government agencies on which our operations may rely, including those 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 to be reviewed and / or approved by necessary government agencies, which would adversely affect our business. For example, in recent years, including in 2018 and 2019, the U. S. government shut down several times and certain regulatory agencies, such as the FDA and the SEC, 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, which could have a material adverse effect on our business. Further, in our operations as a public company, future government shutdowns could impact our ability to access the public markets and obtain necessary capital in order to properly capitalize and continue our operations. Our relationships with healthcare professionals, clinical investigators, CROs and third party payors in connection with our current and future business activities may be subject to federal and state healthcare fraud and abuse laws, false claims laws, transparency laws, government price reporting, and health information privacy and security laws, which could expose us to significant losses, including, among other things, criminal sanctions, civil penalties, contractual damages, exclusion from governmental healthcare programs, reputational harm, administrative burdens and diminished profits and future earnings. Healthcare providers and third- party payors play a primary role in the recommendation and prescription of any product candidates for which we obtain marketing approval. Our current and future arrangements with healthcare professionals, clinical investigators, CROs, third- party payors and customers may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we **conduct** research, as well as market, sell and distribute our products for which we obtain marketing approval. Restrictions under applicable federal and state healthcare laws and regulations may include the following: • the federal Anti-Kickback Statute prohibits, among other things, persons and 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; • federal physician self- referral law, which prohibits a physician from referring a patient to an entity with which the physician (or an immediate family member) has a financial relationship, for the furnishing of certain designated health services for which payment may be made by Medicare or Medicaid, unless an exception applies; • the federal false claims laws, including the civil False Claims Act, which can be enforced by private citizens through civil whistleblower or qui tam actions, and civil monetary penalties laws, prohibit individuals or entities from, among other things, 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; • the federal **criminal prohibition set out in** HIPAA, ~~prohibits~~ **which forbids** , among other things, executing or attempting to execute a scheme to defraud any **public or private** healthcare benefit program or making false statements relating to healthcare matters; • HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (" HITECH ") and their implementing regulations, also imposes obligations, including mandatory contractual terms, on covered entities, which are health plans, healthcare clearinghouses, and health care providers, as those terms are defined by HIPAA, and their respective business associates, with respect to safeguarding the privacy, security and transmission of individually identifiable health information; • the federal Physician Payments Sunshine Act requires applicable manufacturers of covered drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children' s Health Insurance Program, with specific exceptions, to annually report to CMS information regarding payments and other transfers of value to physicians **(defined to include doctors** , **dentists, optometrists, podiatrists and chiropractors), certain non- physician healthcare professionals (such** as ~~defined by such law~~ **physician assistants and nurse practitioners, among others)** , and teaching hospitals as well as information regarding ownership and investment interests held by physicians and their immediate family members ~~. Effective January 1, 2022, such reporting obligations for payments and transfers of value made in 2021 to covered recipients were expanded to include physician assistants, nurse practitioners, clinical nurse specialists, certified registered nurse anesthetists and anesthesiologist assistants, and certified nurse- midwives~~ ; and • analogous state and foreign laws and regulations, such as state anti- kickback and false claims laws, 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 regulations promulgated by the federal government and may require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers, marketing expenditures, or drug pricing; state laws that prohibit giving gifts to licensed healthcare professionals; state and local laws that require the registration of pharmaceutical sales and medical representatives; state laws that govern the privacy and security of health information in some circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts. Efforts to ensure that our current and future business arrangements with third parties will comply with applicable healthcare and data privacy laws and regulations will involve on- going substantial costs. Government expectations and industry best practices for compliance continue to evolve and past activities may not always be consistent with current industry best practices. Further, there is a lack of government guidance as to whether various industry practices comply with these laws, and government interpretations of these laws continue to evolve, all of which create compliance uncertainties. It is possible that governmental authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant penalties, including civil, criminal and administrative penalties, damages, fines, disgorgement, imprisonment, exclusion from participation in government funded healthcare programs, such as Medicare and Medicaid, integrity oversight and reporting obligations, contractual damages, reputational harm, diminished profits and future earnings and the curtailment or restructuring of our operations. Defending against any such actions can be costly, time-consuming and may require significant financial and personnel resources. Our employees, independent contractors, consultants, commercial collaborators, principal investigators, CROs, suppliers 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, consultants, commercial collaborators, principal investigators, CROs, suppliers and vendors may engage in misconduct or other improper activities. Misconduct by these parties could include failures to comply with FDA regulations, provide accurate information to the FDA, comply with federal and state health care fraud and abuse laws and regulations, accurately report financial information or data or disclose unauthorized activities to us. In particular, research, sales, marketing and business arrangements in the health care industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self- dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Misconduct by these parties could also involve the improper use of information obtained in the course of clinical trials, which could result in regulatory sanctions and serious harm to our reputation. We have adopted a code of conduct, but it is not always possible to identify and deter misconduct by these 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 comply with these laws or regulations. 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 significant penalties, including civil, criminal and administrative penalties, damages, fines, disgorgement, imprisonment, exclusion from participation in government funded healthcare programs, such as Medicare and Medicaid, integrity oversight and reporting obligations, contractual damages, reputational harm, diminished profits and future earnings and the curtailment or restructuring of our operations. If we fail to comply with other U. S. healthcare laws and compliance requirements, we could become subject to fines or penalties or incur

costs that could have a material adverse effect on our business. In the United States, our current and future activities with investigators, healthcare professionals, consultants, third- party payors, patient organizations and customers are subject to regulation by various federal, state and local authorities in addition to the FDA, which may include but are not limited to, CMS, other divisions of the **HHS** ~~U. S. Department of Health and Human Services~~ (e. g., the Office of Inspector General), the U. S. Department of Justice (" DOJ ") and individual U. S. Attorney offices within the DOJ, and state and local governments. For example, our business practices, including our clinical research, sales, marketing and scientific / educational grant programs may be required to comply with the anti- fraud and abuse provisions of the Social Security Act, the false claims laws, the patient data privacy and security provisions of HIPAA transparency requirements, and similar state laws, each as amended, as applicable. The federal Anti- Kickback Statute prohibits, among other things, any person or entity, from knowingly and willfully offering, paying, soliciting or receiving any remuneration, directly or indirectly, overtly or covertly, in cash or in kind, to induce or in return for purchasing, leasing, ordering or arranging for the purchase, lease or order of any good, item, facility or service reimbursable, in whole or part, under Medicare, Medicaid or other federal healthcare programs. The term " remuneration " has been interpreted broadly to include anything of value. The federal Anti- Kickback Statute has been interpreted to apply to arrangements between pharmaceutical manufacturers on **the** one hand and prescribers, purchasers, and formulary managers on the other. There are a number of statutory exceptions and regulatory safe harbors protecting some common activities from prosecution. The exceptions and safe harbors are drawn narrowly and practices that involve remuneration that may be alleged to be intended to induce prescribing, purchasing or recommending may be subject to scrutiny if they do not qualify for an exception or safe harbor. Failure to meet all of the requirements of a particular applicable statutory exception or regulatory safe harbor does not make the conduct per se illegal under the Anti- Kickback Statute. Instead, the legality of the arrangement will be evaluated on a case- by- case basis based on a cumulative review of all of its facts and circumstances. Our practices may not in all cases meet all of the criteria for protection under a statutory exception or regulatory safe harbor. Additionally, the intent standard under the federal Anti- Kickback Statute was amended by the ACA, to a stricter standard such that a person or entity no longer needs to have actual knowledge of the federal Anti- Kickback Statute or specific intent to violate it in order to have committed a violation. Rather, if " one purpose " of the remuneration is to induce referrals, the federal Anti- Kickback Statute is implicated. In addition, the ACA codified case law that a claim that includes items or services resulting from a violation of the federal Anti- Kickback Statute constitutes a false or fraudulent claim for purposes of the federal civil False Claims Act (discussed below). The civil monetary penalties statute imposes penalties against any person or entity who, among other things, is determined to have presented or caused to be presented a claim to a federal healthcare program that the person knows or should know is for a medical or other item or service that was not provided as claimed or is false or fraudulent. The federal civil False Claims Act prohibits, among other things, any person or entity from knowingly presenting, or causing to be presented, a false claim for payment to, or approval by, the federal government, knowingly making, using, or causing to be made or used a false record or statement material to a false or fraudulent claim to the federal government, or knowingly making a false statement to improperly avoid, decrease or conceal an obligation to pay money to the federal government. As a result of a modification made by the Fraud Enforcement and Recovery Act of 2009, a claim includes " any request or demand " for money or property presented to the U. S. government. Several pharmaceutical and other healthcare companies are being investigated or, in the past, have been prosecuted under these laws for allegedly providing free product to customers with the expectation that the customers would bill federal programs for the product. Other companies have been prosecuted for causing false claims to be submitted because of the companies' marketing of the product for unapproved, and thus non- reimbursable, uses. HIPAA imposes criminal and civil liability for, among other things, knowingly and willfully executing, or attempting to execute, a scheme to defraud or to obtain, by means of false or fraudulent pretenses, representations or promises, any money or property owned by, or under the control or custody of, any healthcare benefit program, including private third- party payors and knowingly and willfully falsifying, concealing or covering up by trick, scheme or device, a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services. Like **it did relating to** the Anti- Kickback Statute, the ACA amended the intent standard for certain healthcare fraud statutes under HIPAA such that a person or entity no longer needs to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation. Analogous U. S. state laws and regulations, including state anti- kickback and false claims laws, may apply to claims involving healthcare items or services reimbursed by any third- party payor, including private insurers. HIPAA, as amended by HITECH, and their implementing regulations, imposes requirements on certain types of individuals and entities relating to the privacy, security and transmission of individually identifiable health information. Among other things, HITECH makes HIPAA' s privacy and security standards directly applicable to business associates that are independent contractors or agents of covered entities that receive or obtain protected health information in connection with providing a service on behalf of a covered entity. HITECH also created four new tiers of civil monetary penalties, amended HIPAA to make civil and criminal penalties directly applicable to business associates, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorneys' fees and costs associated with pursuing federal civil actions. Additionally, the federal Physician Payments Sunshine Act within the ACA, and its implementing regulations, require that certain manufacturers of drugs, devices, biological and medical supplies for which payment is available under Medicare, Medicaid or the Children' s Health Insurance Program (with certain exceptions) report annually to CMS information related to certain payments or other transfers of value made or distributed to physicians and teaching hospitals, or to entities or individuals at the request of, or designated on behalf of, the physicians and teaching hospitals, and to report annually certain ownership and investment interests held by physicians and their immediate family members. ~~Effective~~ **Since** January 1, 2022, such reporting obligations ~~for payments and~~ **were extended to** transfers of value ~~made in 2021 to covered recipients were expanded~~ to include physician assistants, nurse practitioners, clinical nurse specialists, certified registered nurse anesthetists and anesthesiologist assistants and certified nurse- midwives. In order to distribute products commercially, we must comply with

state laws that require the registration of manufacturers and wholesale distributors of drug and biological products in a state, including, in certain states, manufacturers and distributors who ship products into the state even if such manufacturers or distributors have no place of business within the state. Some states also impose requirements on manufacturers and distributors to establish the pedigree of product in the chain of distribution, including some states that require manufacturers and others to adopt new technology capable of tracking and tracing product as it moves through the distribution chain. State and local laws also require pharmaceutical and biotechnology companies to comply with the pharmaceutical industry' s voluntary compliance guidelines and the relevant compliance guidance promulgated by the U. S. federal government, establish marketing compliance programs, restrict payments that may be made to healthcare providers professionals and entities and other potential referral sources, file periodic reports with the state relating to pricing and marketing, make periodic public disclosures on sales, marketing, pricing, clinical trials and other activities, and / or register field representatives, as well as to prohibit pharmacies and other healthcare entities from providing certain physician prescribing data to pharmaceutical and biotechnology companies for use in sales and marketing, and to prohibit certain other sales and marketing practices. All of our activities are potentially subject to federal and state consumer protection and unfair competition laws. Ensuring that our internal operations and future business arrangements with third parties comply with applicable healthcare laws and regulations will involve substantial costs. Because of the breadth of these laws and the narrowness of the statutory exceptions and safe harbors available, it is possible that governmental authorities will conclude that our business practices do not comply with current or future statutes, regulations, agency guidance or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of the federal and state healthcare laws described above or any other governmental regulations that apply to us, we may be subject to penalties, including without limitation, civil, criminal and / or administrative penalties, damages, fines, disgorgement, individual imprisonment, exclusion from participation in government programs, such as Medicare and Medicaid, injunctions, private " qui tam " actions brought by individual whistleblowers in the name of the government, exclusion, debarment or refusal to allow us to enter into government contracts, contractual damages, reputational harm, administrative burdens, diminished profits and future earnings, additional reporting requirements and / or oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of non- compliance with these laws, and the curtailment or restructuring of our operations, any of which could adversely affect our ability to operate our business and our results of operations. If we fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could have a material adverse effect on our business. We are subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the handling, use, storage, treatment and disposal of hazardous materials and wastes. Our operations involve the use of hazardous and flammable materials, including chemicals and biological materials. Our operations also produce hazardous waste products. We generally contract with third parties for the disposal of these materials and wastes. We cannot eliminate the risk of contamination or injury from these materials. In the event of contamination or injury resulting from our use of hazardous materials, we could be held liable for any resulting damages, and any liability could exceed our resources. We also could incur significant costs associated with civil or criminal fines and penalties. Although we maintain workers' compensation insurance to cover us for costs and expenses, we may incur due to injuries to our employees resulting from the use of hazardous materials, this insurance may not provide adequate coverage against potential liabilities. We do not maintain insurance for environmental liability or toxic tort claims that may be asserted against us in connection with our storage or disposal of hazardous and flammable materials, including chemicals and biological materials. In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations. These current or future laws and regulations may impair our research, development or commercialization efforts. Failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions. Our business activities may be subject to the U. S. Foreign Corrupt Practices Act (" FCPA ") **, the Foreign Extortion Prevention Act (" FEPA ")** and similar anti- bribery and anti- corruption laws of other countries in which we operate, as well as U. S. and certain foreign export controls, trade sanctions, and import laws and regulations. Compliance with these legal requirements could limit our ability to compete in foreign markets and subject us to liability if we violate them. Our business activities may be subject to the FCPA **, FEPA** and similar anti- bribery or anti- corruption laws, regulations or rules of other countries in which we operate. The FCPA generally prohibits companies and their employees and third- party intermediaries from offering, promising, giving or authorizing others to give anything of value, either directly or indirectly, to a non- U. S. government official in order to influence official action or otherwise obtain or retain business. The FCPA also requires public companies to make and keep books and records that accurately and fairly reflect the transactions of the corporation and to devise and maintain an adequate system of internal accounting controls **. The newly- enacted FEPA generally prohibits the seeking of bribes by any foreign officials** . Our business is heavily regulated and therefore involves significant interaction with public officials, including officials of non- U. S. governments. Additionally, in many other countries, hospitals are owned and operated by the government, and doctors and other hospital employees would be considered foreign officials under the FCPA **and FEPA** . Recently, the SEC and DOJ have increased their FCPA enforcement activities with respect to biotechnology and pharmaceutical companies. There is no certainty that all of our employees, agents or contractors, or those of our affiliates, will comply with all applicable laws and regulations, particularly given the high level of complexity of these laws. Violations of these laws and regulations could result in fines, criminal sanctions against us, our officers or our employees, disgorgement, and other sanctions and remedial measures, and prohibitions on the conduct of our business. Any such violations could include prohibitions on our ability to offer our products in one or more countries and could materially damage our reputation, our brand, our international activities, our ability to attract and retain employees and our business, prospects, operating results and financial condition. In addition, our products may be subject to U. S. and foreign export controls, trade sanctions and import laws and regulations. Governmental regulation of the import or export of our products, or our failure to obtain any required import or export authorization for our products, when applicable, could harm our

international sales and adversely affect our revenue. Compliance with applicable regulatory requirements regarding the export of our products may create delays in the introduction of our products in international markets or, in some cases, prevent the export of our products to some countries altogether. Furthermore, U. S. export control laws and economic sanctions prohibit the shipment of certain products and services to countries, governments, and persons targeted by U. S. sanctions. If we fail to comply with export and import regulations and such economic sanctions, penalties could be imposed, including fines and / or denial of certain export privileges. Moreover, any new export or import restrictions, new legislation or shifting approaches in the enforcement or scope of existing regulations, or in the countries, persons, or products targeted by such regulations, could result in decreased use of our products by, or in our decreased ability to export our products to, existing or potential customers with international operations. Any decreased use of our products or limitation on our ability to export or sell our products would likely adversely affect our business. Risks Related to Employee Matters, Managing our Growth and Other Risks Related to our Business Our success is highly dependent on our ability to attract and retain highly skilled executive officers and employees. To succeed, we must recruit, retain, manage and motivate qualified clinical, scientific, technical and management personnel, and we face significant competition for experienced personnel. We are highly dependent on the principal members of our management and scientific and medical staff. If we do not succeed in attracting and retaining qualified personnel, particularly at the management level, it could adversely affect our ability to execute our business plan and harm our operating results. In particular, the loss of one or more of our executive officers could be detrimental to us if we cannot recruit suitable replacements in a timely manner. We could in the future have difficulty attracting and retaining experienced personnel and may be required to expend significant financial resources in our employee recruitment and retention efforts. If experienced employees leave, we could experience inefficiencies or a lack of business continuity due to loss of historical knowledge and a lack of familiarity of the new employees with business processes, operating requirements, policies and procedures. For example, our Chief Executive Officer, Mark Rothera, joined us in September 2022 **and** ~~, succeeding~~ our ~~prior~~ Chief ~~Executive~~ **Medical** Officer **, Darrel P. Cohen M. D., Ph. D., joined us in August 2023** . It is important to our success that Mr. Rothera **and Dr. Cohen** , as well as any ~~other key employees~~ **future successor executive** that ~~join~~ **joins** us in the future, quickly adapt to and excel in their new roles. If they are unable to do so, our business and financial results could be materially adversely affected. In addition, much of our current corporate expertise is concentrated in relatively few employees, the loss of which for any reason could negatively affect our business. Competition for our highly skilled employees is intense and we cannot prevent the resignation of any employee ~~. We have experienced increased turnover at all levels since the start of the COVID- 19 pandemic and general labor shortages in various areas of our business, all of which could have a material adverse impact on our business~~ . We may need to increase employee wages and benefits in order to attract and retain the personnel necessary to achieve our goals, and our business, operations, and financial results may suffer if we are unable to do so. In addition, the value to employees of equity awards that vest over time may be significantly affected by decreases in our stock price that are beyond our control and may, at any time, be insufficient to counteract more lucrative offers from other companies. We may face challenges in retaining and recruiting such individuals due to sustained declines in our stock price that could reduce the retention value of equity awards. We do not maintain " key man " life insurance on any of our senior executives. None of our senior executive team is bound by written employment contracts to remain with us for a specified period. In addition, we have not entered into non- compete agreements with members of our executive management team. The loss of any member of our executive management team could harm our ability to implement our business strategy and respond to the market conditions in which we operate. Many of the other biotechnology companies that we compete against for qualified personnel have greater financial and other resources, different risk profiles and a longer history in the industry than we do. They also may provide higher compensation, more diverse opportunities and better prospects for career advancement. Some of these characteristics may be more appealing to high- quality candidates than what we have to offer. If we are unable to continue to attract and retain high- quality personnel, the rate and success at which we can discover, develop and commercialize our product candidates will be limited and the potential for successfully growing our business will be harmed. Additionally, we rely on our scientific and clinical advisors and consultants to assist us in formulating our research, development and clinical strategies. These advisors and consultants are not our employees and may have commitments to, or consulting or advisory contracts with, other entities that may limit their availability to us. In addition, these advisors and consultants typically will not enter into non- compete agreements with us. If a conflict of interest arises between their work for us and their work for another entity, we may lose their services. Furthermore, our advisors may have arrangements with other companies to assist those companies in developing products or technologies that may compete with ours. In particular, if we are unable to maintain consulting relationships with these advisors or they provide services to our competitors, our development and commercialization efforts will be impaired, and our business will be significantly harmed. If we are unable to establish sales or marketing capabilities or enter into agreements with third parties to sell or market our product candidates, we may not be able to successfully sell or market our product candidates that obtain regulatory approval. We currently do not have and have never had a marketing or sales team. In order to commercialize any product candidates, if approved, we must build marketing, sales, distribution, managerial and other non- technical capabilities or make arrangements with third parties to perform these services for each of the territories in which we may have approval to sell or market our product candidates. We may not be successful in accomplishing these required tasks. Establishing an internal sales or marketing team with technical expertise and supporting distribution capabilities to commercialize our product candidates will be expensive and time- consuming and will require significant attention of our executive officers to manage. Any failure or delay in the development of our internal sales, marketing and distribution capabilities could adversely impact the commercialization of any of our product candidates that we obtain approval to market, if we do not have arrangements in place with third parties to provide such services on our behalf. Alternatively, if we choose to collaborate, either globally or on a territory- by- territory basis, with third parties that have direct sales forces and established distribution systems, either to augment our own sales force and distribution systems or in lieu of our own sales force and distribution systems, we will be

required to negotiate and enter into arrangements with such third parties relating to the proposed collaboration and such arrangements may prove to be less profitable than commercializing the product on our own. If we are unable to enter into such arrangements when needed, on acceptable terms, or at all, we may not be able to successfully commercialize any of our product candidates that receive regulatory approval, or any such commercialization may experience delays or limitations. If we are unable to successfully commercialize our approved product candidates, either on our own or through collaborations with one or more third parties, our future product revenue will suffer, and we may incur significant additional losses. In order to successfully implement our plans and strategies, we will need to grow the size of our organization, and we may experience difficulties in managing this growth. As of December 31, ~~2022~~ **2023** , we had ~~32~~ **40** full- time employees, including ~~20~~ **29** employees engaged in research and development. In order to successfully implement our development and commercialization plans and strategies, we expect to need additional managerial, operational, sales, marketing, financial and other personnel. Future growth would impose significant added responsibilities on members of management, including: • identifying, recruiting, integrating, maintaining and motivating additional employees; • managing our internal development efforts effectively, including the clinical, FDA, EMA and other comparable foreign regulatory agencies' review process for nanatinostat and any other product candidates, while complying with any contractual obligations to contractors and other third parties we may have; and • improving our operational, financial and management controls, reporting systems and procedures. Our future financial performance and our ability to successfully develop and, if approved, commercialize Nana- val and other product candidates will depend, in part, on our ability to effectively manage any future growth, and our management may also have to divert a disproportionate amount of its attention away from day- to- day activities in order to devote a substantial amount of time to managing these growth activities. We currently rely, and for the foreseeable future will continue to rely, in substantial part on certain independent organizations, advisors and consultants to provide certain services, including key aspects of clinical development and manufacturing. We cannot assure you that the services of independent organizations, advisors and consultants will continue to be available to us on a timely basis when needed, or that we can find qualified replacements. In addition, if we are unable to effectively manage our outsourced activities or if the quality or accuracy of the services provided by third party service providers is compromised for any reason, our clinical trials may be extended, delayed or terminated, and we may not be able to obtain marketing approval of Nana- val and any other product candidates or otherwise advance our business. We cannot assure you that we will be able to manage our existing third- party service providers or find other competent outside contractors and consultants on economically reasonable terms, or at all. If we are not able to effectively expand our organization by hiring new employees and / or engaging additional third- party service providers, we may not be able to successfully implement the tasks necessary to further develop and commercialize Nana- val and other product candidates and, accordingly, may not achieve our research, development and commercialization goals. Our ~~internal computer systems, or those of any of our CROs, manufacturers, other contractors or consultants or potential future collaborators, may fail or suffer security or data privacy breaches or other unauthorized or improper access to, use of, or destruction of our proprietary or confidential data, employee data, or personal data, which could result in additional costs, loss of revenue, significant liabilities, harm to our brand and material disruption of our operations. Despite the implementation of security measures in an effort to protect systems that store our information, given their size and complexity and the increasing amounts of information maintained on our internal information technology systems, and those of our third- party CROs, other contractors (including sites performing our clinical trials) and consultants, these systems are potentially vulnerable to breakdown or other damage or interruption from service interruptions, system malfunction, natural disasters, terrorism, war and telecommunication and electrical failures, as well as security breaches from inadvertent or intentional actions by our employees, contractors, consultants, business partners, and / or other third parties, or from cyber- attacks by malicious third parties (including the deployment of harmful malware, ransomware, denial- of- service attacks, social engineering and other means to affect service reliability and threaten the confidentiality, integrity and availability of information), which may compromise our system infrastructure or lead to the loss, destruction, alteration or dissemination of, or damage to, our data. To the extent that any disruption or security breach were to result in a loss, destruction, unavailability, alteration or dissemination of, or damage to, our data or applications, or for it to be believed or reported that any of these occurred, we could incur liability, financial harm and reputational damage and the development and commercialization of our product candidates could be delayed. We cannot assure you that our data protection efforts and our investment in information technology, or the efforts or investments of CROs, consultants or other third parties, will prevent significant breakdowns or breaches in systems or other cyber incidents that cause loss, destruction, unavailability, alteration or dissemination of, or damage or unauthorized access to, our data and other data processed or maintained on our behalf or other assets that could have a material adverse effect upon our reputation, business, operations or financial condition. For example, if such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our programs and the development of our product candidates could be delayed. In addition, the loss of clinical trial data for our product candidates could result in delays in our marketing approval efforts and significantly increase our costs to recover or reproduce the data. Furthermore, significant disruptions of our internal information technology systems or security breaches could result in the loss, misappropriation, and / or unauthorized access, use, or disclosure or dissemination of, or the prevention of access to, data (including trade secrets or other confidential information, intellectual property, proprietary business information, and personal information), which could result in financial, legal, business, and reputational harm to us. For example, any such event that leads to loss, damage, or unauthorized access to, or use, alteration, or disclosure or dissemination of, personal information, including personal information regarding our clinical trial subjects or employees, could harm our reputation directly, compel us to comply with federal and / or state breach notification laws and foreign law equivalents, subject us to mandatory corrective action, and otherwise subject us to liability under laws and regulations that protect the privacy and security of personal information, which could result in significant legal and financial exposure and reputational damages that could potentially have an adverse effect on our business. Notifications and follow- up actions related to a security incident could~~

~~impact our reputation and cause us to incur significant costs, including legal expenses and remediation costs. 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 lost data. We expect to incur significant costs in an effort to detect and prevent security incidents, and we may face increased costs and requirements to expend substantial resources in the event of an actual or perceived security breach. 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 incident were to result in any loss, destruction, or alteration of, or damage or unauthorized access to, our data or other information that is processed or maintained on or behalf, or inappropriate disclosure or dissemination of any such information, we could be exposed to litigation and governmental investigations, the further development and commercialization of our product candidates could be delayed, and we could be subject to significant fines or penalties for any noncompliance with certain state, federal and / or international privacy and security laws. Our insurance policies may not be adequate to compensate us for the potential losses arising from any such disruption in or, failure or security breach of our systems or third- party systems where information important to our business operations or commercial development is stored. In addition, such insurance may not be available to us in the future on economically reasonable terms, or at all. Further, our insurance may not cover all claims made against us and could have high deductibles in any event, and defending a suit, regardless of its merit, could be costly and divert management attention. Our~~ current operations are located in California, and we or the third parties upon whom we depend, may be adversely affected by natural disasters ~~or~~ **, a resurgence of** the COVID- 19 **pandemic and the emergence of any other public health emergency /** pandemic, and our business continuity and disaster recovery plans may not adequately protect us from a serious disaster. Our current operations are located in California. Any unplanned event, such as flood, fire, explosion, earthquake, extreme weather condition, **public health** ~~medical epidemics, such as the COVID- 19~~ pandemic, power shortage, telecommunication failure or other natural or manmade accidents or incidents that result in it being unable to fully utilize our facilities, or the manufacturing facilities of our third- party CMOs, may have a material and adverse effect on our ability to operate our business, particularly on a daily basis, and have significant negative consequences on our financial and operating conditions. Loss of access to these facilities may result in increased costs, delays in the development of our product candidate or interruption of our business operations ~~. Earthquakes or other natural disasters could further disrupt our operations and have a material and adverse effect on our business, financial condition, results of operations and prospects. If a natural disaster, power outage or other event occurred that prevented us from using all or a significant portion of our headquarters, that damaged critical infrastructure, such as our research facilities or the manufacturing facilities of our third- party CMOs, or that otherwise disrupted operations, it may be difficult or, in certain cases, impossible, for us to continue our business for a substantial period of time~~ . The disaster recovery and business continuity plan we have in place may prove inadequate in the event of a serious disaster or similar event. We may incur substantial expenses as a result of the limited nature of our disaster recovery and business continuity plans, which, could have a material adverse effect on our business. As part of our risk management policy, we maintain insurance coverage at levels that we believe are appropriate for our business. However, in the event of an accident or incident at these facilities, we cannot assure you that the amounts of insurance will be sufficient to satisfy any damages and losses. If our facilities, or the manufacturing facilities of our third- party CMOs, are unable to operate because of an accident or incident or for any other reason, even for a short period of time, any or all of our research and development programs may be harmed. Any business interruption may have a material and adverse effect on our business, financial condition, results of operations and prospects. Our ability to utilize our NOL carryforwards and certain other tax attributes to offset future taxable income may be limited. Our NOL carryforwards may be unavailable to offset future taxable income because of restrictions under U. S. tax law. Our NOLs generated in tax years beginning prior to January 1, 2018 are only permitted to be carried forward for 20 taxable years under applicable U. S. federal tax law, and therefore could expire unused. Under the Tax Act, as modified by the CARES Act, our federal NOLs generated in tax years beginning after December 31, 2017 may be carried forward indefinitely, but the deductibility of federal NOLs in tax years beginning after December 31, 2020 is limited to 80 % of our current year taxable income. Additionally, California ~~recently~~ enacted legislation limiting our ability to use our state NOLs for taxable years 2021 and 2022. As of December 31, ~~2022~~ **2023** , we had federal NOL carryforwards of $ ~~165~~ **188** . ~~5~~ **2** million, which will begin to expire in 2027. In addition, we generated federal NOL carryforwards of $ ~~125~~ **147** . ~~2~~ **9** million which do not expire. We also have available California NOL carryforwards of $ 106. 6 million as of December 31, ~~2022~~ **2023** , which begin to expire in 2030. In addition, under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (" Code "), if a corporation undergoes an " ownership change " (generally defined as a cumulative change in the corporation' s ownership by " 5- percent shareholders " that exceeds 50 percentage points over a rolling three- year period), the corporation' s ability to use our pre- change NOLs and certain other pre- change tax attributes to offset its post- change taxable income may be limited. Similar rules may apply under state tax laws. We may have experienced such ownership changes in the past, and we may experience ownership changes in the future as a result of the Merger or subsequent shifts in our stock ownership, some of which are outside our control. We have not conducted any studies to determine annual limitations, if any, that could result from such changes in ~~the~~ ownership. Our ability to utilize its NOLs and certain other tax attributes could be limited by an " ownership change " as described above and consequently, we may not be able to utilize a material portion of our NOLs and certain other tax attributes, which could have a material adverse effect on our cash flows and results of operations. **Security breaches and other disruptions** ~~U. S. federal income tax reform~~ could **compromise our information and expose us to liability, which would cause our business and reputation to suffer. In the ordinary course of our business, we collect and store sensitive data, including intellectual property, our proprietary business information and that of our suppliers and business partners, and personal information of our employees, in our data storage and on our networks. The secure processing, maintenance and transmission of this information is critical to our operations. Despite our security measures, our IT infrastructure may be vulnerable to attacks by hackers, computer viruses, malicious codes,**

ransomware, unauthorized access attempts, and cyber- or phishing- attacks, or breached or otherwise disrupted due to employee error, malfeasance, faulty password management or other disruptions. Third parties may attempt to fraudulently induce employees or other persons into disclosing usernames, passwords or other sensitive information, which may in turn be used to access our IT systems, commit identity theft or carry out other unauthorized or illegal activities. Any such breach or incident could compromise our systems and networks and the information stored or otherwise processed there could be accessed, publicly disclosed, lost, stolen or otherwise processed in an unauthorized manner. We engage third- party vendors and service providers to store and otherwise process some of our data, including sensitive and personal information. Our vendors and service providers may also be the targets of the risks described above, including cyberattacks, malicious software, ransomware, phishing schemes, and fraud. Our ability to monitor our vendors and service providers' data security is limited, and, in any event, third parties may be able to circumvent those security measures, resulting in the unauthorized access to, misuse, disclosure, loss or destruction of our data, including sensitive and personal information, and disruption of our or third- party service providers' systems. We and our third- party service providers may face difficulties in identifying, or promptly responding to, potential security breaches and other instances of unauthorized access to, or disclosure, other processing, or loss or unavailability of, information. Any hacking or other attack on our or our third- party service providers' or vendors' systems, and any unauthorized access to, or disclosure, other processing, or loss or unavailability of, information suffered by us or our third- party service providers or vendors, or the perception that any of these have occurred, could result in legal claims or proceedings, loss of intellectual property, liability under laws that protect the privacy of personal information, negative publicity, disruption of our operations and damage to our reputation, and data integrity issues, which could divert our management' s attention from the operation of our business and materially **and** adversely affect our **business and competitive position. Moreover, we may need to increase our efforts to train our personnel to detect and defend against cyber- or phishing- attacks, which are becoming more sophisticated and frequent, and we may need to implement additional protective measures to reduce the risk of potential security breaches and security incidents, which could cause us to incur significant additional expenses. Retaliatory acts by Russia in response to Western sanctions or otherwise in connection with the war in Ukraine could include cyber attacks that could disrupt the economy generally or that may either directly or indirectly impact our operations specifically. In addition, our insurance may be insufficient to cover our losses resulting from cyber- attacks, breaches, or other interruptions, and any incidents may result in loss of, or increased costs of, such insurance. The successful assertion of one or more large claims against us that exceed available insurance coverage, the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or co- insurance requirements, or denials of coverage, could have a material adverse effect on our business, including our** financial condition ~~. On December 22~~ , **results** ~~2017, President Trump signed into law the Tax Act, which significantly revises the Code. The Tax Act, as amended by the CARES Act, among other things, reduces the corporate tax rate from a top marginal rate~~ of ~~35 % to a flat rate of 21 %, repeals the alternative minimum tax for corporations, limits the tax deduction for interest expense to 30 % (50 % for taxable years beginning in 2019 or 2020) of adjusted taxable income (except for certain small businesses), limits the deduction in taxable years beginning after December 31, 2020, for NOLs carried forward from taxable years beginning after December 31, 2017, eliminates net operating~~ **operations** ~~loss carrybacks for NOLs generated in taxable years beginning after December 31, 2020,~~ and **reputation** ~~modifies or repeals many business deductions and credits. Our financial statements included elsewhere in this periodic report reflect the effects of the Tax Act based on current guidance~~ . A variety of risks associated with marketing our product candidates internationally could materially adversely affect our business. We may seek regulatory approval of our product candidates outside of the United States and, accordingly, we expect that we will be subject to additional risks related to operating in foreign countries if we obtain the necessary approvals, including: • differing regulatory requirements and reimbursement regimes in foreign countries; • unexpected changes in tariffs, trade barriers, price and exchange controls and other regulatory requirements; • economic weakness, including inflation, or political instability in particular foreign economies and markets; • compliance with tax, employment, immigration and labor laws for employees living or traveling abroad; • foreign taxes, including withholding of payroll taxes; • foreign currency fluctuations, which could result in increased operating expenses and reduced revenue, and other obligations incident to doing business in another country; • difficulties staffing and managing foreign operations; • workforce uncertainty in countries where labor unrest is more common than in the United States; • potential liability under the FCPA or comparable foreign regulations; • challenges enforcing our contractual and intellectual property rights, especially in those foreign countries that do not respect and protect intellectual property rights to the same extent as the United States; • production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad; and • business interruptions resulting from geo- political actions, including war and terrorism. These and other risks associated with our international operations may materially adversely affect our ability to attain or maintain profitable operations. Risks Related to our Intellectual Property 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. We also seek to protect our proprietary position by acquiring or in- licensing relevant issued patents or pending applications from third parties. Pending patent applications cannot be enforced against third parties practicing the technology claimed in such applications unless, and until, patents issue from such applications, and then only to the extent the issued claims cover the technology. There can be no assurance that our patent applications or the patent applications 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 and our licensors' 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. These uncertainties and / or limitations in our ability 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. Although we own or license ~~three~~ **six** issued patents in the United States **directed to our Nana- val program** , we cannot be certain that the claims in our other U. S. pending patent applications, corresponding international patent applications and patent applications in certain foreign territories, or those of our licensors, 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 ~~patent~~ **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 any of our current 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; • if clinical trials encounter delays, the period of time during which we could market our current or future product candidates under patent protection would be reduced; • patents may be challenged, invalidated, modified, narrowed, revoked, circumvented, found to be unenforceable, found to be not infringed 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 or design around any Viracta owned, co- owned, or licensed patents; • since patent applications in the United States and most other countries are confidential for a period of time after filing, we cannot be certain that we were the first to either (i) file any patent application related to our product; or (ii) invent any of the inventions claimed in our patents or patent applications; • even when laws provide protection, costly and time- consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and the outcome of such litigation would be uncertain. Moreover, any actions we may bring to enforce our intellectual property against our competitors could provoke them to bring counterclaims against us, and some of our competitors have substantially greater intellectual property portfolios than us; • 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 and our licensors may not be able to file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner or in all jurisdictions where protection may be commercially advantageous. It is also possible that we or our licensors will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection. In addition, 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, outside scientific collaborators, CROs, third- party 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. 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 the scope of any patent protection we obtain is not sufficiently broad, or if we lose any of our patent protection, our ability to prevent our competitors from commercializing similar or identical product candidates would be adversely affected. The patent position of biopharmaceutical companies generally is highly uncertain, involves complex legal and factual questions, and has been the subject of much litigation in recent years. As a result, the issuance, scope, validity, enforceability and commercial value of our patent rights are highly uncertain. Our pending and future patent applications and those of our licensors may not result in patents being issued which protect our product candidates or which effectively prevent others from commercializing competitive product candidates. Moreover, the coverage claimed in a patent application can be significantly reduced before the patent is issued, and its scope can be reinterpreted after issuance. Even if patent applications we own or in- license currently or in the future issue as patents, they may not issue in a form that will provide us with any meaningful protection, prevent competitors or other third parties from competing with us, or otherwise provide us with any competitive advantage. Any patents that we own or in- license may be challenged or circumvented by third parties or may be narrowed or invalidated as a result of challenges by third parties. Consequently, we do not know whether our product candidates will be protectable or remain protected by valid and enforceable patents. Our competitors or other third parties may be able to circumvent our patents or the patents of our licensors by developing similar or alternative technologies or products in a non- infringing manner which could materially adversely affect our business, financial condition, results of operations and prospects. The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our patents or the patents of our licensors may be challenged in the courts or patent offices in the United States and abroad. We may be subject to a third- party pre- issuance submission of prior art to the USPTO, or become involved in opposition, derivation, revocation, reexamination, post- grant review (" PGR ") and inter parties review (" IPR "), or other similar proceedings challenging our owned or in- licensed patent rights. An adverse determination in

any such submission, proceeding or litigation could reduce the scope of, or invalidate or render unenforceable, our patent rights or those of our licensors, allow third parties to commercialize our product candidates and compete directly with us, without payment to us, or result in our inability to manufacture or commercialize products without infringing third- party patent rights. Moreover, our patents or the patents of our licensors may become subject to post- grant challenge proceedings, such as oppositions in a foreign patent office, that challenge our priority of invention or other features of patentability with respect to our patents and patent applications and those of our licensors. Such challenges may result in loss of patent rights, 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 technology and products, or limit the duration of the patent protection of our product candidates. Such proceedings also may result in substantial cost and require significant time from our scientists and management, even if the eventual outcome is favorable to us. In addition, if the breadth or strength of protection provided by our patents and patent applications or the patents and patent applications of our licensors is threatened, regardless of the outcome, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates. 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 develop products that are similar to our product candidates but that are not covered by the claims of the patents that we own or license; • we or our licensors or collaborators might not have been the first to make the inventions covered by the issued patents or patent application that we own or license; • we or our licensors or 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 the pending patent applications we own or license will not lead to issued patents; • issued patents that we own or license 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; • the patents of others may have an adverse effect on our business; and • we may choose not to file a patent in order to maintain certain trade secrets or know- how, and a third party may subsequently file a patent covering such intellectual property. Should any of these events occur, it could significantly harm our business, results of operations and prospects. 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 avoiding infringement of the patents and proprietary rights of third parties. However, our research, development and commercialization activities may be subject to claims that we infringe or otherwise violate patents or other intellectual property rights owned or controlled by 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 products that may be approved in the future, 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 biopharmaceutical industry, including patent infringement lawsuits, oppositions, reexaminations, IPR proceedings and 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. As the biopharmaceutical 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 patents that may be infringed by commercialization of any of our product candidates, and we cannot be certain that we or our licensors 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. There is also no assurance that there is not prior art of which we are aware, but which we do not believe is relevant to our business, which may, nonetheless, ultimately be found to limit our ability to make, use, sell, offer for sale or import our products that may be approved in the future, or impair our competitive position. In addition, third parties may obtain patents in the future and claim that use of our technologies infringes upon these patents. Any claims of patent infringement asserted by third parties would be time consuming and could: • result in costly litigation that may cause negative publicity; • divert the time and attention of our technical personnel and management; • cause development delays; • prevent us from commercializing any of our 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; • subject us to significant liability to third parties; or • require us to enter into royalty or licensing agreements, which may not be available on commercially reasonable terms, or at all, or which might be non- exclusive, which could result in our competitors gaining access to the same technology. Although no third party has asserted a claim of patent infringement against us as of the date of this periodic report, others may hold proprietary rights that could prevent our product candidates from being marketed. For example, various patent offices periodically grant mode of action patents and a third party may have or obtain a patent with claims covering modes of action relevant to our product candidates. While these mode of action patents may be difficult to enforce, the third party may assert a claim of patent infringement directed at one of our product candidates. Any patent- related legal action against us claiming

damages and seeking to enjoin commercial activities relating to our products, treatment indications, or processes could subject us to significant liability for damages, including treble damages if we were determined to willfully infringe, and require us to obtain a license to manufacture or market our 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 reasonable 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, treatment indications, 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 our 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. Parties making claims against us may be able to sustain the costs of complex patent litigation more effectively than we can because they have substantially greater resources. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation or administrative proceedings, there is a risk that some of our confidential information could be compromised by disclosure. In addition, any uncertainties resulting from the initiation and continuation of any litigation could have a material adverse effect on our ability to raise additional funds or otherwise have a material adverse effect on our business, results of operations, financial condition and prospects. We may not be successful in obtaining or maintaining necessary rights to our product candidates through acquisitions and in- licenses. Because our development programs may require the use of proprietary rights held by third parties, the growth of our business may depend in part on our ability to acquire, in- license, or use these third- party proprietary rights. 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 may pursue strategies to license or acquire third- party intellectual property rights that we may consider attractive or necessary. These established companies may have a competitive advantage over us due to their size, capital 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 or at all. If we are unable to successfully obtain or maintain rights to required third- party intellectual property rights or maintain the existing intellectual property rights we have, we may have to abandon development of the relevant program or product candidate, which could have a material adverse effect on our business, financial condition, results of operations, and prospects. We may be involved in lawsuits to protect or enforce our patents or our licensors' patents, which could be expensive, time consuming and unsuccessful. Further, our issued patents or our licensors' patents could be found invalid or unenforceable if challenged in court. Competitors may infringe our intellectual property rights. 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 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 or the patent of our licensors 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, lack of sufficient written description, non- enablement, or obviousness-type double patenting. 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 invalidity claims before the USPTO or patent offices abroad, even outside the context of litigation. Such mechanisms include re- examination, PGR, IPR, derivation proceedings, and equivalent proceedings in foreign jurisdictions (e. g., opposition proceedings). Such proceedings could result in the revocation of, cancellation of or amendment to our patents or our licensors' patents in such a way that such patents no longer cover our technology or platform, or any product candidates that we may develop. The outcome following legal assertions of invalidity and / or unenforceability is unpredictable. With respect to the validity question, for example, we cannot be certain that there is no invalidating prior art, of which we and the patent examiner were unaware during prosecution. If a third party were to prevail on a legal assertion of invalidity or unenforceability, we would lose at least part, and perhaps all, of the patent protection on our technology or platform, or any product candidates that we may develop. Such a loss of patent protection would have a material adverse impact on our business, financial condition, results of operations and prospects. The outcome following legal assertions of invalidity and / or unenforceability is unpredictable, and prior art could render our patents or our licensors' patents invalid. There is no assurance that all potentially relevant prior art relating to our patents and patent applications or the patents and patent applications of our licensors has been found. There is also no assurance that there is not prior art of which we are aware, but which we do not believe affects the validity or enforceability of a claim in our patents and patent applications or the patents and patent applications of our licensors, which may, nonetheless, ultimately be found to affect the validity or enforceability of a claim. If a defendant were to prevail on a legal assertion of invalidity and / or unenforceability, we may lose at least part, and perhaps all, of the patent protection on such product candidate. In addition, if the breadth or strength of protection provided by our patents and patent applications or the patents and patent applications of our licensors is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates. Such a loss of patent protection would have a material adverse impact on our business. 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 or other legal proceedings relating to our intellectual property rights, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation or other proceedings. 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. In addition, the issuance of a patent does not give us the right to practice the patented invention. Third parties may have blocking patents that could prevent us from marketing our own patented product and practicing our own patented technology. Intellectual property litigation may lead to unfavorable publicity that harms our reputation and causes the market price of our common shares to decline. During the course of any intellectual property litigation, there could be public announcements of the initiation of the litigation as well as results of hearings, rulings on motions, and other interim proceedings in the litigation. If securities analysts or investors regard these announcements as negative, the perceived value of our existing products, programs or intellectual property could be diminished. Accordingly, the market price of shares of our common stock may decline. Such announcements could also harm our reputation or the market for our future products, which could have a material adverse effect on our business. Derivation proceedings may be necessary to determine priority of inventions, and an unfavorable outcome may require us to cease using the related technology or to attempt to license rights from the prevailing party. Derivation 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 derivation 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 such proceedings 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. ~~Recent patent~~ **Patent** reform legislation could increase the uncertainties and costs surrounding the prosecution of our patent applications or those of our licensors and the enforcement or defense of our issued patents or those of our licensors. On September 16, 2011, the Leahy- Smith America Invents Act (the " 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 inventor to file " system in which, assuming that other requirements of patentability are met, the first inventor to file a patent application will be entitled to the patent regardless of whether a third party was first to invent the claimed invention. A third party that files a patent application in the USPTO after March 2013 but before us could therefore be awarded a patent covering an invention of ours even if we had made the invention before it was made by such third party. This will require us to be cognizant going forward of the time from invention to filing of a patent application. Furthermore, our ability to obtain and maintain valid and enforceable patents depends on whether the differences between our technology and the prior art allow our technology to be patentable over the prior art. Since patent applications in the United States and most other countries are confidential for a period of time after filing or until issuance, we may not be certain that we or our licensors are the first to either (1) file any patent application related to our product candidates or (2) invent any of the inventions claimed in the patents or patent applications. The Leahy- Smith Act also includes a number of significant changes that affect the way patent applications will be prosecuted and also may affect patent litigation. These include allowing third- party submission of prior art to the USPTO during patent prosecution and additional procedures to attack the validity of a patent by USPTO administered post- grant proceedings, including PGR, IPR, and derivation proceedings. An adverse determination in any such submission or proceeding could reduce the scope or enforceability of, or invalidate, our patent rights, which could adversely affect our competitive position. Because of a lower evidentiary standard in USPTO proceedings compared to the evidentiary standard in United States federal courts necessary to invalidate a patent claim, a third party could potentially provide evidence in a USPTO proceeding sufficient for the USPTO to hold a claim invalid even though the same evidence would be insufficient to invalidate the claim if first presented in a district court action. Accordingly, a third party may attempt to use the USPTO procedures to invalidate our patent claims that would not have been invalidated if first challenged by the third party as a defendant in a district court action. Thus, the Leahy- Smith Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications or those of our licensors and the enforcement or defense of our issued patents or those of our licensors, all of which could have a material adverse effect on our business, financial condition, results of operations and prospects. Changes in U. S. patent law, or laws in other countries, could diminish the value of patents in general, thereby impairing our ability to protect our product candidates. As is the case with other pharmaceutical companies, our success is heavily dependent on intellectual property, particularly patents. Obtaining and enforcing patents in the pharmaceutical industry involve a high degree of technological and legal complexity. Therefore, obtaining and enforcing pharmaceutical patents is costly, time consuming and inherently uncertain. Changes in either the patent

laws or in the interpretations of patent laws in the United States and other countries may diminish the value of our intellectual property and may increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents. We cannot predict the breadth of claims that may be allowed or enforced in our patents or in third-party patents. In addition, Congress or other foreign legislative bodies may pass patent reform legislation that is unfavorable to us. For example, the U. S. 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 the U. S. Congress, the U. S. federal courts, the USPTO, or similar authorities in foreign jurisdictions, 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 patent and the patents we might obtain or license in the future. **Recently, the U. S. Supreme Court held in Amgen v. Sanofi (2023) that a functionally claimed genus was invalid for failing to comply with the enablement requirement of the Patent Act. As such, our patent rights with functional claims may be vulnerable to third party challenges seeking to invalidate these claims for lacking enablement or adequate support in the specification.** In addition, as **of** ~~recently announced by the Unified Patent Court Preparatory Team to start~~ June 1, 2023, European **patent** applications **and** ~~will soon have the option, upon grant of a patent~~ **patents may** ~~, of becoming a Unitary Patent which will~~ be subject to the jurisdiction of the **European** Unified Patent Court (" UPC "). ~~This~~ **Further, European patent applications will have the option, upon grant of a patent, of becoming a Unitary Patent, which** will be ~~a~~ **subject to the jurisdiction of the UPC. The establishment of the UPC and Unitary Patent are** significant ~~change~~ **changes** in European patent practice. As the UPC is a new court system, there is no precedent for the court, increasing the uncertainty of any litigation **in the UPC. As the UPC, as a single court system, can invalidate a European patent, we, where applicable, have opted out of the UPC and as such, each European patent would need to be challenged in each individual country** . 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 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. Patent terms may be inadequate to protect our competitive position on our product candidates for an adequate amount of time. Patents have a limited lifespan. In the United States, if all maintenance fees are timely paid, the natural expiration of a patent is generally 20 years from its earliest U. S. non- provisional filing date. Various extensions may be available, but the life of a patent, and the protection it affords, is limited. Even if patents covering our product candidates are obtained, once the patent life has expired, we may be open to competition from competitive products. 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 patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours. 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 FDA marketing approval of our product candidates, one or more of our U. S. patents or those of our licensors 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. A maximum of one patent may be extended per FDA approved product as compensation for the patent term lost during the FDA regulatory review process. A patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval and only those claims covering such approved drug product, a method for using it or a method for manufacturing it may be extended. Patent term extension may also be available in certain foreign countries upon regulatory approval of our product candidates. 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. Further, if this occurs, our competitors may take advantage of our investment in development and trials by referencing our clinical and preclinical data and launch their product earlier than might otherwise be the case. We may not be able to protect our intellectual property rights throughout the world. Although we own, co- own, or have licensed at least three issued patents in the United States and pending patent applications in the United States and other countries related to nanatinostat and uses therefor, filing, prosecuting and defending patents 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, the patents of our licensors, or other intellectual property rights may not be effective or sufficient to prevent them from competing. Many companies have encountered significant problems in protecting

and defending intellectual property rights in foreign jurisdictions. 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 our licensors' 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 or the patents of our licensors at risk of being invalidated or interpreted narrowly and our patent applications or the patent applications of our licensors 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, license or obtain. Geo- political actions in the United States and in foreign countries could increase the uncertainties and costs surrounding the prosecution or maintenance of our patent applications or those of any current or future licensors and the maintenance, enforcement or defense of our issued patents or those of any current or future licensors. For example, the United States and foreign government actions related to the military conflict in Ukraine may limit or prevent filing, prosecution, and maintenance of patent applications in Russia. Government actions may also prevent maintenance of issued patents in Russia. These actions could result in abandonment or lapse of our patents or patent applications, resulting in partial or complete loss of patent rights in Russia. If such an event were to occur, it could have a material adverse effect on our business. In addition, a decree was adopted by the Russian government in March 2022, allowing Russian companies and individuals to exploit inventions owned by patentees from the United States without consent or compensation. Consequently, we would not be able to prevent third parties from practicing our inventions in Russia or from selling or importing products made using our inventions in and into Russia. Accordingly, our competitive position may be impaired, and our business, financial condition, results of operations and prospects may be adversely affected. Many countries have compulsory licensing laws under which a patent owner may be compelled to grant licenses to third parties. In addition, many countries limit the enforceability of patents against government agencies or government contractors. In these countries, the patent owner may have limited remedies, which could materially diminish the value of such patent. If we are forced to grant a license to third parties with respect to any patents relevant to our business, our competitive position may be impaired, and our business, financial condition, results of operations and prospects may be adversely affected. Obtaining and maintaining our patent protection depends on compliance with various procedural, documentary, fee payment and other requirements imposed by regulations and governmental patent agencies, and our patent protection could be reduced or eliminated for non- compliance with these requirements. Periodic maintenance fees, renewal fees, annuity fees and various other governmental fees on patents and / or patent applications will be due to the USPTO and various foreign patent offices at various points over the lifetime of our patents and / or patent applications and those of our licensors. We have systems in place to remind us to pay these fees, and we rely on our outside patent annuity service to pay these fees when due. Additionally, the USPTO and various foreign patent offices require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application process. We employ reputable law firms and other professionals to help us comply, and in many cases, an inadvertent lapse can be cured by payment of a late fee or by other means in accordance with rules applicable to the particular jurisdiction. However, there are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. If such an event were to occur, it could have a material adverse effect on our business. 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. We intend to use registered or unregistered trademarks or trade names to brand and market **ourselves** ~~our self~~ and our products. our 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. 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, 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. In addition, these agreements typically restrict the ability of our collaborators, advisors, employees and consultants to publish data potentially relating to our trade secrets. Our academic collaborators typically have rights to publish data, provided that we are notified in advance and may delay publication for a specified time in order to secure our intellectual property rights arising from the collaboration. In other cases, publication rights are controlled exclusively by us, although in some cases we may share these rights with other parties. 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. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation or other proceedings, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation or proceedings. 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. We may be subject to claims that we or our employees have wrongfully used or disclosed alleged confidential information or trade secrets. We have entered into and may enter in the future into non- disclosure and confidentiality agreements to protect the proprietary positions of third parties, such as outside scientific collaborators, CROs, third- party manufacturers, consultants, advisors, potential partners, and other third parties. We may become subject to litigation where a third party asserts that it or its employees inadvertently or otherwise breached the agreements and used or disclosed trade secrets or other information proprietary to the third parties. Defense of such matters, regardless of their merit, could involve substantial litigation expense and be a substantial diversion of employee resources from our business. We cannot predict whether we would prevail in any such actions. Moreover, 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. Failure to defend against any such claim could subject us to significant liability for monetary damages or prevent or delay our developmental and commercialization efforts, 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 and other employees. Parties making claims against us may be able to sustain the costs of complex intellectual property litigation more effectively than we can because they have substantially greater resources. 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. In addition, any uncertainties resulting from the initiation and continuation of any litigation could have a material adverse effect on our ability to raise additional funds or otherwise have a material adverse effect on our business, operating results, financial condition and prospects. 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 or personnel, 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 and other employees. Our rights to develop and commercialize our technology and product candidates may be subject, in part, to the terms and conditions of licenses granted to us by others. We have entered into license agreements with third parties, and we may enter into additional license agreements in the future with others to advance our research or allow commercialization of product candidates. These and other licenses may not provide exclusive rights to use such intellectual property and technology in all relevant fields of use and in all territories in which we may wish to develop or commercialize our technology and products in the future. In addition, subject to the terms of any such license agreements, we may not have the right to control the preparation, filing, prosecution, maintenance, enforcement, and defense of patents and patent applications covering the technology that we license from third parties. In such an event, we cannot be certain that these patents and patent applications will be prepared, filed, prosecuted, maintained, enforced, and defended in a manner consistent with the best interests of our business. If our licensors fail to prosecute, maintain, enforce, and defend such patents, or lose rights to those patents or patent applications, the rights we have licensed may be reduced or eliminated, and our right to develop and commercialize any of our products that are subject of such licensed rights could be adversely affected. Our licensors may have relied on third party consultants or collaborators or on funds from third parties such that our licensors are not the sole and exclusive owners of the patents we in- licensed. If other third parties have ownership rights to our in- licensed patents, they may be able to license such patents to our competitors, and our competitors could market competing products and technology. This could have a material adverse effect on our competitive position, business, financial conditions, results of operations, and prospects. It is possible that we may be unable to obtain additional licenses at a reasonable cost or on reasonable terms, if at all. Even if we are able to obtain a license, it may be non- exclusive, thereby giving our competitors access to the same technologies licensed to us. In that event, we may be required to expend significant time and resources to redesign our technology, product candidates, or the methods for manufacturing them or to develop or license replacement technology, all of which may not be feasible on a technical or commercial basis. If we are unable to do so, we may be unable to develop or commercialize the affected product candidates, which could harm our business, financial condition, results of operations, and prospects significantly. We cannot provide any assurances that third party patents do not exist which might be enforced against our current technology, manufacturing methods, product candidates, or future methods or products resulting in either an injunction prohibiting our manufacture or future sales, or, with respect to our future sales, an obligation on our part to pay royalties and / or other forms of compensation to third parties, which could be significant. If we fail to comply with our obligations in the agreements under which we license intellectual property rights from third parties or otherwise experience disruptions to our business relationships with our licensors, we could lose license rights that are important to our business. Disputes may arise

between us and our licensors regarding intellectual property subject to a license agreement, including: • the scope of rights granted under the license agreement and other interpretation- related issues; • whether and the extent to which our technology and processes infringe on intellectual property of the licensor that is not subject to the licensing agreement; • our right to sublicense patents and other rights to third parties; • our diligence obligations under the license agreement and what activities satisfy those diligence obligations; • our right to transfer or assign the license; • the inventorship and ownership of inventions and know- how resulting from the joint creation or use of intellectual property by our licensors, us and our partners; and • the priority of invention of patented technology. In addition, the agreements under which we license intellectual property or technology from third parties are complex, and certain provisions in such agreements may be susceptible to multiple interpretations. The resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the relevant intellectual property or technology or increase what we believe to be our financial or other obligations under the relevant agreement, either of which could have a material adverse effect on our business, financial condition, results of operations, and prospects. Moreover, if disputes over intellectual property that we have licensed prevent or impair our ability to maintain our current licensing arrangements on commercially reasonable terms, we may be unable to successfully develop and commercialize the affected product candidates, which could have a material adverse effect on our business, financial conditions, results of operations, and prospects. In spite of our best efforts, our licensors might conclude that we have materially breached our license agreements and might therefore terminate the license agreements, thereby removing our ability to develop and commercialize products and technology covered by these license agreements. If these in- licenses are terminated, or if the underlying patents fail to provide the intended exclusivity, competitors would have the freedom to seek regulatory approval of, and to market, products identical to ours. This could have a material adverse effect on our competitive position, business, financial conditions, results of operations, and prospects. The patent protection and patent prosecution for some of our product candidates may be dependent on third parties. While we normally seek to obtain the right to control the preparation, filing, prosecution, maintenance, enforcement, and defense of the patent applications and patents relating to our product candidates, there may be times when the preparation, filing, prosecution, maintenance, enforcement and defense activities for patents and patent applications relating to our product candidates are controlled by our licensors or collaboration partners. If any of our licensors or collaboration partners fail to prepare, file, prosecute, maintain, enforce, and defend such patents and patent applications in a manner consistent with the best interests of our business, including by payment of all applicable fees for patents covering our product candidates, we could lose our rights to the intellectual property or our exclusivity with respect to those rights, our ability to develop and commercialize those product candidates may be adversely affected and we may not be able to prevent competitors from making, using and selling competing products. We collaborate with other companies and institutions with respect to research and development matters. Also, we rely on numerous third parties to provide us with materials that we use to develop our technology. If we cannot successfully negotiate sufficient ownership, licensing, and / or commercial rights to any invention that result from our use of any third- party collaborator' s materials, or if disputes arise with respect to the intellectual property developed with the use of a collaborator' s materials, or data developed in a collaborator' s study, our ability to capitalize on the market potential of these inventions or developments may be limited or precluded altogether. In addition, even where we have the right to control patent prosecution of patents and patent applications we have licensed to and from third parties, we may still be adversely affected or prejudiced by actions or inactions of our licensees, our licensors and their counsel that took place prior to the date upon which we assumed control over patent prosecution. Intellectual property discovered through government funded programs may be subject to federal regulations such as " march- in " rights, certain reporting requirements and a preference for U. S.- based companies. Compliance with such regulations may limit our exclusive rights and limit our ability to contract with non- U. S. manufacturers. Our licensed patent applications may have been or may be in the future supported through the use of U. S. government funding awarded by the National Institute of Health and the Army Medical Research and Materiel Command. Although we do not currently own issued patents or pending patent applications that have been generated through the use of U. S. government funding, we may acquire or license in the future intellectual property rights that have been generated through the use of U. S. government funding or grants. Pursuant to the Bayh- Dole Act of 1980, the U. S. government has certain rights in inventions developed with government funding. These U. S. government rights include a non- exclusive, non- transferable, irrevocable worldwide license to use inventions for any governmental purpose. In addition, the U. S. government has the right, under certain limited circumstances, to require us to grant exclusive, partially exclusive, or non- exclusive licenses to any of these inventions to a third party if it determines that: (1) adequate steps have not been taken to commercialize the invention; (2) government action is necessary to meet public health or safety needs; or (3) government action is necessary to meet requirements for public use under federal regulations (also referred to as " march- in rights "). If the U. S. government exercised its march- in rights in our future intellectual property rights that are generated through the use of U. S. government funding or grants, we could be forced to license or sublicense intellectual property developed by us or that we license on terms unfavorable to us, and there can be no assurance that we would receive compensation from the U. S. government for the exercise of such rights. The U. S. government also has the right to take title to these inventions if the grant recipient fails to disclose the invention to the government or fails to file an application to register the intellectual property within specified time limits. Intellectual property generated under a government funded program is also subject to certain reporting requirements, compliance with which may require us to expend substantial resources. In addition, the U. S. government requires that any products embodying any of these inventions or produced through the use of any of these inventions be manufactured substantially in the United States. This preference for U. S. industry may be waived by the federal agency that provided the funding if the owner or assignee of the intellectual property can show that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible. This preference for U. S. industry may limit our ability to contract with non- U. S. product manufacturers

for products covered by such intellectual property. Risks Related to our Reliance on Third Parties We rely on third parties to conduct our clinical trials and those third parties may not perform satisfactorily, including failing to meet deadlines for the completion of such trials, research and studies. We do not have the ability to independently conduct our clinical trials. We currently rely on third parties, such as CROs, clinical data management organizations, medical institutions and clinical investigators, to conduct our current and planned clinical trials of Nana- val, and we expect to continue to rely upon third parties to conduct additional clinical trials of Nana- val and other product candidates. Third parties have a significant role in the conduct of our clinical trials and the subsequent collection and analysis of data. These third parties are not our employees, and except for remedies available to us under our agreements with such third parties, we have limited ability to control the amount or timing of resources that any such third party will devote to our clinical trials. The third parties we rely on for these services may also have relationships with other entities, some of which may be our competitors. Some of these third parties may terminate their engagements with us at any time. If we need to enter into alternative arrangements with a third party, it would delay our drug development activities. Our reliance on these third parties for such drug development activities will reduce our control over these activities but will not relieve us of our regulatory responsibilities. For example, we will remain responsible for ensuring that each of our clinical trials is conducted in accordance with the general investigational plan and protocols for the trial. Moreover, the FDA requires us to comply with GCP standards, regulations for conducting, recording and reporting the results of clinical trials to assure that data and reported results are reliable and accurate and that the rights, integrity and confidentiality of trial participants are protected. The EMA also requires us to comply with similar standards. Regulatory authorities enforce these GCP requirements through periodic inspections of trial sponsors, principal investigators and trial sites. If we or any of our CROs fail to comply with applicable GCP requirements, 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. We cannot assure you that upon inspection by a given regulatory authority, such regulatory authority will determine that any of our clinical trials substantially comply with GCP regulations. In addition, our clinical trials must be conducted with product produced under current cGMP regulations. Our failure to comply with these regulations may require us to repeat clinical trials, which would delay the marketing approval process. We are also required to register certain ongoing clinical trials and post the results of certain completed clinical trials on a government- sponsored database, ClinicalTrials. gov, within certain timeframes. Failure to do so can result in fines, adverse publicity and civil and criminal sanctions. If these third parties do not successfully carry out their contractual duties, meet expected deadlines or conduct our clinical trials in accordance with regulatory requirements or our stated protocols, we will not be able to obtain, or may be delayed in obtaining, marketing approvals for our product candidates and will not be able to, or may be delayed in our efforts to, successfully commercialize our product candidates. We contract with third parties for the production of our product candidates for preclinical studies and clinical trials and expect to continue to do so for additional clinical trials and ultimately for commercialization. This reliance on third parties increases the risk that we will not have sufficient quality and quantities of our product candidates or such quantities at an acceptable cost, which could delay, prevent or impair our development or commercialization efforts. We do not currently have the infrastructure or internal capability to manufacture supplies of our product candidates for use in development and commercialization. We rely, and expect to continue to rely, on third- party manufacturers for the production of our product candidates for preclinical studies and clinical trials under the guidance of members of our organization. In the case of nanatinostat, we rely on a single third- party manufacturer and we currently have no alternative manufacturer in place. We do not have long- term supply agreements, and we purchase our required drug product on a purchase order basis, which means that aside from any binding purchase orders we have from time to time, our supplier could cease supplying to us or change the terms on which it is willing to continue supplying to us at any time. If we were to experience an unexpected loss of supply of nanatinostat or any other product candidates for any reason, whether as a result of manufacturing, supply or storage issues or otherwise, we could experience delays, disruptions, suspensions or terminations of, or be required to restart or repeat, any pending or ongoing clinical trials. We expect to continue to rely on third- party manufacturers for the commercial supply of any of our product candidates for which we obtain marketing approval. We may be unable to maintain or establish required agreements with third- party manufacturers or to do so on acceptable terms. Even if we are able to establish agreements with third- party manufacturers, reliance on third- party manufacturers entails additional risks, including: • the failure of the third party to manufacture our product candidates according to our schedule and specifications, or at all, including if our third- party contractors give greater priority to the supply of other products over our product candidates, are constrained by the ~~recent~~ **ongoing effects of the** COVID- 19 pandemic or otherwise do not satisfactorily perform according to the terms of the agreements between us and them; • the termination or nonrenewal of arrangements or agreements by our third- party contractors at a time that is costly or inconvenient for us; • the breach by the third- party contractors of our agreements with them; • the failure of third- party contractors to comply with applicable regulatory requirements, including manufacturing drug supply pursuant to strictly enforced cGMPs; • the failure of the third party to manufacture our product candidates according to our specifications; • the mislabeling of clinical supplies, potentially resulting in the wrong dose amounts being supplied or active drug or placebo not being properly identified; • clinical supplies not being delivered to clinical sites on time, leading to clinical trial interruptions, or of drug supplies not being distributed to commercial vendors in a timely manner, resulting in lost sales; and • the misappropriation of our proprietary information, including our trade secrets and know- how. We do not have complete control over all aspects of the manufacturing process of our contract manufacturing partners and are dependent on these contract manufacturing partners for compliance with cGMP regulations for manufacturing both active pharmaceutical ingredients (“ API ”) and finished drug products. To date, we have obtained API and drug product for nanatinostat from single- source third party CMOs. We are in the process of developing our supply chain for nanatinostat and valganciclovir and intend to put in place framework agreements under which third- party CMOs will generally provide us with necessary quantities of API and drug product on a project- by- project basis based on our development needs. As we advance our

product candidates through development, we will consider redundant supply for the API and drug product for each of our product candidates to protect against any potential supply disruptions. However, we may be unsuccessful in putting in place such framework agreements or protecting against potential supply disruptions. Third- party manufacturers may not be able to comply with cGMP regulations or similar regulatory requirements outside of the United States. If our contract manufacturers cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA, EMA or others, they will not be able to secure and / or maintain marketing approval for their manufacturing facilities. In addition, we do not have control over the ability of our contract manufacturers to maintain adequate quality control, quality assurance and qualified personnel. If the FDA, EMA or a comparable foreign regulatory authority does not approve these facilities for the manufacture of our product candidates or if it withdraws any such approval in the future, we will need to find alternative manufacturing facilities, and those new facilities would need to be inspected and approved by FDA, EMA or comparable regulatory authority prior to commencing manufacturing, which would significantly impact our ability to develop, obtain marketing approval for or market our product candidates, if approved. Our failure, or the failure of our third- party manufacturers, to comply with applicable regulations could result in sanctions being imposed on us, including fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, license revocation, seizures or recalls of product candidates or drugs, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect supplies of our product candidates or drugs and harm our business and results of operations. Our current and anticipated future dependence upon others for the manufacture of our product candidates may adversely affect our future profit margins and our ability to commercialize any product candidates that receive marketing approval on a timely and competitive basis. We entered into a collaboration agreement with ImmunityBio, and we may form or seek additional strategic alliances or collaborations in the future. Such alliances and collaborations may inhibit future opportunities, or we may not realize the benefits of such collaborations or alliances. We have entered into a license agreement with ImmunityBio, Inc., formerly NantKwest, Inc. (" ImmunityBio ") for the development and commercialization of nanatinostat, and we may form or seek strategic alliances, joint ventures or collaborations or enter into licensing arrangements with other third parties that we believe will complement or augment our development and commercialization efforts with respect to future product candidates that we may develop. In May 2017, we entered into a license agreement with ImmunityBio, which was amended by the parties in November 2018 (as amended, the " NK License Agreement "). Pursuant to the NK License Agreement, we granted an exclusive worldwide license to ImmunityBio and its affiliates to develop and commercialize nanatinostat for use in combination with natural killer cell immunotherapies (" NK Covered Products "). Under the NK License Agreement, we are eligible to receive up to a total of $ 100. 0 million in regulatory and commercial milestone payments upon the occurrence of certain milestone events. We are also eligible to earn tiered royalties as a percentage of net sales of licensed NK Covered Products, ranging from the low to mid- single digits. ImmunityBio is responsible for conducting all necessary studies, including safety studies and clinical trials necessary in connection with seeking regulatory approvals to market NK Covered Products under the NK License Agreement in any territory. Future efforts for additional alliances or collaborations may also require us to incur non- recurring and other charges, increase our near- and long- term expenditures, issue securities that dilute our existing stockholders or disrupt our management and business. In addition, we face significant competition in seeking appropriate strategic partners, and the negotiation process is time- consuming and complex. Furthermore, we may not be able to realize the benefit of such transactions if we are unable to successfully integrate them with our existing operations and company culture. We cannot be certain that, following a strategic transaction or license, it will achieve the revenues or specific net income that justifies such transaction. ~~For example, in November 2018, we entered into a collaboration and license agreement (the " Salubris License Agreement ") with Shenzhen Salubris Pharmaceutical Co. Ltd. (" Salubris "), pursuant to which we granted Salubris an exclusive license, with the right to grant sublicenses, to our patent and know- how rights to develop and commercialize nanatinostat in combination with an antiviral drug, such as valganciclovir, for treatment, prevention, or diagnosis of virus- associated malignancies in humans and non- humans in the People' s Republic of China (excluding Hong Kong, Macau, and Taiwan). However, the expected benefit of such transaction was not realized as, in August 2021, prior to receiving any milestones or royalties under the Salubris License Agreement, we entered into a Mutual Termination Agreement with Salubris (the " Termination Agreement "), pursuant to which the parties agreed to terminate the Salubris License Agreement. Under the terms of the Termination Agreement, we paid Salubris a payment in the amount of $ 4. 0 million on the effective date of the Termination Agreement, and all licenses granted by the Company to Salubris automatically terminated.~~ We depend on ImmunityBio to develop and commercialize our product candidate within its licensed field and territory, and we have limited control over how ImmunityBio will conduct development and commercialization activities for such product candidate. Under the existing license agreement with ImmunityBio, we rely on ImmunityBio for a substantial portion of the financial resources and for the development, regulatory, and commercialization activities for the NK Covered Products, and we have limited control over the amount and timing of resources that ImmunityBio devotes to the NK Covered Products. In addition, payments associated with development, regulatory and commercial milestones that we may be eligible to receive, as well as royalties, will be dependent upon further advancement of the NK Covered Products by ImmunityBio. If these milestones are not met and if the NK Covered Products are not commercialized, we will not receive future revenues from the collaboration. ImmunityBio may fail to develop or effectively commercialize the NK Covered Products for a variety of reasons, including because: ImmunityBio does not have sufficient resources or decide not to devote the necessary resources due to internal constraints such as limited cash or human resources or a change in strategic focus; ImmunityBio decides to pursue a competitive product developed outside of our collaboration; or ImmunityBio cannot obtain the necessary regulatory approvals. The collaboration agreement with ImmunityBio subjects us to a number of risks, including: • ImmunityBio may not commit sufficient resources to the development, regulatory approval, marketing or distribution of the NK Covered Products; • ImmunityBio may be unable to successfully complete the clinical development of the NK Covered Products or obtain all necessary approvals from the FDA and similar foreign regulatory agencies required to market the NK

Covered Products; • ImmunityBio may fail to manufacture the NK Covered Products in compliance with requirements of the FDA and similar foreign regulatory agencies and in commercial quantities sufficient to meet market demand; • there may be disputes between us and ImmunityBio, including disagreements regarding their license agreement with us, that may result in (1) the delay of (or prevent entirely) the achievement of development, regulatory and commercial objectives that would result in milestone payments, (2) the delay or termination of the development or commercialization of the NK Covered Products, (3) costly litigation or arbitration that diverts our management' s attention and resources; and / or (4) termination of the underlying license agreement. • ImmunityBio may not comply with applicable regulatory guidelines with respect to developing or commercializing the NK Covered Products, which could adversely impact the development of or sales of the NK Covered Products and could result in administrative or judicially imposed sanctions, including warning letters, civil and criminal penalties, injunctions, product seizures or detention, product recalls, total or partial suspension of production and refusal to approve any new drug applications; • ImmunityBio may experience financial difficulties; • business combinations or significant changes in the business strategy of ImmunityBio may also adversely affect such partners ability to perform its obligations under their license agreement with us; • ImmunityBio may not properly maintain our intellectual property rights or may use our proprietary information in such a way as to invite litigation that could jeopardize or invalidate our proprietary information or expose us to potential litigation; • ImmunityBio may develop or commercialize nanatinostat in a manner that may adversely impact our development or commercialization of Nana- val and / or future product candidates outside of such collaborations; and • ImmunityBio could independently move forward with a competing product candidate developed either independently or in collaboration with others, including our competitors. If ImmunityBio does not perform in the manner we expect or fulfill its responsibilities in a timely manner, or at all, the development, regulatory approval, and commercialization efforts related to the NK Covered Products could be delayed. It may be necessary for us to assume the responsibility at our own expense for the development of the NK Covered Products. In that event, we would likely need to seek additional funding and our potential to generate future revenues from the NK Covered Products could be significantly reduced and our business could be materially and adversely harmed. We have entered into collaborations with third parties in connection with the development of nanatinostat. Even if we believe that the development of such product candidates is promising, our partners may choose not to proceed with such development. Our existing agreements with ImmunityBio, and any future collaboration agreements we may enter into, are generally subject to termination by the counterparty on short notice upon the occurrence of certain circumstances. Accordingly, even if we believe that the development of product candidates is worth pursuing, our partners may choose not to continue with such development. If any of our collaborations are terminated, we may be required to devote additional resources to the development of our product candidates or seek a new collaboration partner on short notice, and the terms of any additional collaboration or other arrangements that we establish may not be favorable to us. We are also at risk that our current and any potential collaborations or other arrangements may not be successful. Factors that may affect the success of our collaborations include the following: • Our collaboration partners may incur financial and cash flow difficulties that force them to limit or reduce their efforts under their collaboration agreement with us; • Our collaboration partners may be pursuing alternative technologies or developing alternative products that are competitive to our technology and products, either on their own or in partnership with others; • Our collaboration partners may terminate their collaboration with us, which could make it difficult for us to attract new partners or adversely affect our perception in the business and financial communities; and • Our collaboration partners may pursue higher priority programs or change the focus of their development programs, which could affect their commitment to us. If we cannot maintain successful collaborations, our business, financial condition and operating results may be adversely affected. We may not realize the potential benefits of our licensing arrangements for product candidates such as vosaroxin and DAY101 (formerly TAK- 580) and the royalty purchase agreement with XOMA relating to such product candidates and may not receive any future milestones or royalty payments. There can be no assurance that a product candidate that has been out- licensed, such as vosaroxin to Denovo and DAY101 (formerly TAK- 580) to DOT Therapeutics- 1, Inc., will be successfully developed and commercialized. The product candidate (s) may fail in development, or our partner (s) may elect to discontinue development and / or terminate their agreement (s) with us. Completing development of one of these product candidates could require significant resources. If we cannot find another partner and do not undertake development on our own, there will be no possibility of any future upside from such product candidate, including payments that we may be eligible for under our royalty purchase agreement with XOMA (US) LLC. We may fail to make timely milestone or royalty payments under our agreements, triggering remedies that would be adverse to us. Under certain existing agreements, we have certain milestone and royalty obligations, such as the remaining development milestones payable for our development of VRx- 510 and on future sales of VRx- 510, when and if approved and commercialized, to Takeda Oncology. In addition, we are required to pay RPI Finance Trust (" RPI "), an entity related to Royalty Pharma, a specified percentage of any consideration we receive for vosaroxin. If we do not make timely payments, our partners may seek remedies. If we engage in future acquisitions or strategic partnerships, this may increase our capital requirements, dilute our stockholders, cause us to incur debt or assume contingent liabilities, and subject us to other risks. From time to time, we evaluate various acquisition opportunities and strategic partnerships, including licensing or acquiring complementary products, intellectual property rights, technologies or businesses. Any potential acquisition or strategic partnership may entail numerous risks, including: • increased operating expenses and cash requirements; • the assumption of additional indebtedness or contingent liabilities; • the issuance of our equity securities; • assimilation of operations, intellectual property and products of an acquired company, including difficulties associated with integrating new personnel; • the diversion of our management' s attention from our existing programs and initiatives in pursuing such a strategic merger or acquisition; • retention of key employees, the loss of key personnel and uncertainties in our ability to maintain key business relationships; • risks and uncertainties associated with the other party to such a transaction, including the prospects of that party and their existing products or product candidates and marketing approvals; and • our inability to generate revenue from acquired technology and / or products sufficient to meet our objectives in undertaking the acquisition or even to

offset the associated acquisition and maintenance costs. In addition, if we undertake acquisitions or pursue partnerships in the future, we may issue dilutive securities, assume or incur debt obligations, incur large one- time expenses and acquire intangible assets that could result in significant future amortization expense. If we decide to establish collaborations but are not able to establish those collaborations on commercially reasonable terms, we may have to alter our development and commercialization plans. Our drug development programs and the potential commercialization of our product candidates will require substantial additional cash to fund expenses. We may seek to selectively form collaborations to expand our capabilities, potentially accelerate research and development activities and provide for commercialization activities by third parties. Any of these relationships may require us to incur non- recurring and other charges, increase our near- and long- term expenditures, issue securities that dilute our existing stockholders, or disrupt our management and business. We would face significant competition in seeking appropriate collaborators and the negotiation process is time- consuming and complex. Whether we reach a definitive agreement for a collaboration will depend, among other things, upon our assessment of the collaborator' s resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator' s evaluation of a number of factors. Those factors may include the design or results of clinical trials, the likelihood of approval by the FDA, EMA or comparable foreign regulatory authorities, the potential market for the subject product candidate, the costs and complexities of manufacturing and delivering such product candidate to patients, the potential of competing drugs, the existence of uncertainty with respect to our ownership of intellectual property and industry and market conditions generally. The potential collaborator may also consider alternative product candidates or technologies for similar indications that may be available to collaborate on and whether such collaboration could be more attractive than the one with us for our product candidate. Further, we may not be successful in our efforts to establish a collaboration or other alternative arrangements for product candidates because they may be deemed to be at too early of a stage of development for collaborative effort and third parties may not view them as having the requisite potential to demonstrate safety and efficacy. In addition, there have been a significant number of recent business combinations among large pharmaceutical companies that have resulted in a reduced number of potential future collaborators. Even if we are successful in entering into a collaboration, the terms and conditions of that collaboration may restrict us from entering into future agreements on certain terms with potential collaborators. If and when we seek to enter into collaborations, we may not be able to negotiate collaborations on a timely basis, on acceptable terms, or at all. If we are unable to do so, we may have to curtail the development of a product candidate, reduce or delay its development program or one or more of our other development programs, delay its potential commercialization or reduce the scope of any sales or marketing activities, or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to increase our expenditures to fund development or commercialization activities on our own, we may need to obtain additional capital, which may not be available to us on acceptable terms or at all. If we do not have sufficient funds, we may not be able to further develop our product candidates or bring them to market and generate product revenue. We may enter into collaborations with third parties for the development and commercialization of product candidates. If those collaborations are not successful, we may not be able to capitalize on the market potential of these product candidates. If we enter into any collaboration arrangements with any third parties, we will likely have limited control over the amount and timing of resources that our collaborators dedicate to the development or commercialization of our product candidates. Our ability to generate revenues from these arrangements will depend on our collaborators' abilities and efforts to successfully perform the functions assigned to them in these arrangements. Collaborations involving our product candidates would pose numerous risks to us, including the following: • collaborators have significant discretion in determining the efforts and resources that they will apply to these collaborations and may not perform their obligations as expected; • collaborators may deemphasize or not pursue development and commercialization of our product candidates or may elect not to continue or renew development or commercialization programs based on clinical trial results, changes in the collaborators' strategic focus, including as a result of a business combination or sale or disposition of a business unit or development function, or available funding or external factors such as an acquisition that diverts resources or creates competing priorities; • collaborators may rely on third parties to conduct development, manufacturing, and / or commercialization activities, and except for remedies available to us under our collaboration agreements, we have limited ability to control the conduct of such activities; • collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial or abandon a product candidate, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing; • collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our product candidates if the collaborators believe that competitive products are more likely to be successfully developed or can be commercialized under terms that are more economically attractive than ours; • a collaborator with marketing and distribution rights to multiple products may not commit sufficient resources to the marketing and distribution of our product, if approved, relative to other products; • we may grant exclusive rights to our collaborators that would prevent us from collaborating with others; • collaborators may not properly obtain, maintain, defend or enforce our intellectual property rights or may use our proprietary information and intellectual property in such a way as to invite litigation or other intellectual property related proceedings that could jeopardize or invalidate our proprietary information and intellectual property or expose us to potential litigation or other intellectual property related proceedings; • disputes may arise between the collaborators and us that result in the delay or termination of the research, development or commercialization of our product candidates or that result in costly litigation or arbitration that diverts management attention and resources; • collaborations may be terminated and, if terminated, may result in a need for additional capital to pursue further development or commercialization of the applicable product candidates; • collaboration agreements may not lead to development or commercialization of product candidates in the most efficient manner or at all; • collaborators may not provide us with timely and accurate information regarding development progress and activities under the collaboration or may limit our ability to share such information, which could adversely impact our ability to report progress to our investors and otherwise plan our own development of our product candidates; • collaborators may own or co-

own intellectual property covering our products that results from our collaborating with them, and in such cases, we would not have the exclusive right to develop or commercialize such intellectual property; and • a collaborator' s sales and marketing activities or other operations may not be in compliance with applicable laws, resulting in civil or criminal proceedings. Risks Related to the Securities Markets and Ownership of our Common Stock We do not know whether an active, liquid and orderly trading market will continue for our common stock or what the market price of our common stock will be and as a result it may be difficult for you to sell your shares of our common stock. We can provide no assurance that we will be able to sustain an active trading market for our shares. The lack of an active market may impair your ability to sell your shares at the time you wish to sell them or at a price that you consider reasonable. The lack of an active market may also reduce the fair market value of your shares. Furthermore, an inactive market may also impair our ability to raise capital by selling shares of our common stock and may impair our ability to enter into strategic collaborations or acquire companies, technologies or other assets by using our shares of common stock as consideration. The price of our stock is volatile. The trading price of our common stock is highly volatile and subject to wide fluctuations in response to various factors, some of which we cannot control. The stock market in general, and pharmaceutical and biotechnology companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies. Broad market and industry factors may negatively affect the market price of our common stock, regardless of our actual operating performance. In addition to the factors discussed in this " Risk factors " section and elsewhere in this periodic report, these factors include: • **Market perceptions of our ability to maintain our listing on Nasdaq. •** the timing and results of preclinical studies and clinical trials of our product candidates, those conducted by third parties or those of our competitors; • the success of competitive products or announcements by potential competitors of their product development efforts; • regulatory actions with respect to our products or our competitors' products; • actual or anticipated changes in our growth rate relative to our competitors; • regulatory or legal developments in the United States and other countries; • developments or disputes concerning patent applications, issued patents or other proprietary rights; • the recruitment or departure of key personnel; • announcements by us or our competitors of significant acquisitions, strategic collaborations, joint ventures, collaborations or capital commitments; • actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts; • fluctuations in the valuation of companies perceived by investors to be comparable to us; • market conditions in the pharmaceutical and biotechnology sector; • changes in the structure of healthcare payment systems; • share price and volume fluctuations attributable to inconsistent trading volume levels of our shares; • announcement or expectation of additional financing efforts; • sales of our common stock by us, our insiders or our other stockholders; • expiration of market stand- off or lock- up agreements; • the impact of any natural disasters or public health emergencies, such as **a resurgence of** the COVID- 19 **or emergence of another** pandemic; and • general economic, political, industry and market conditions, which could be impacted by various events including interest rate fluctuations, **financial services industry failures,** increases in fuel prices, foreign currency fluctuations, international tariffs, military conflict and acts of war, including the ~~war~~ **military conflicts** in Ukraine **and the Middle East** and the related response, including current or potential additional future sanctions or other restrictive actions, by the United States and other countries, and other geopolitical sanctions. The realization of any of the above risks or any of a broad range of other risks, including those described in this " Risk factors " section, could have a dramatic and adverse impact on the market price of our common stock **. Additionally, if the trading price of our common stock does not increase, it may cause our common stock to no longer satisfy the continued listing standards of Nasdaq. If we are not able to maintain the requirements for listing on Nasdaq, we could be delisted, which could have a materially adverse effect on our ability to raise additional funds as well as on the price and liquidity of our common stock. If we are unable to maintain listing of our securities on the Nasdaq Global Select Market or another reputable stock exchange, it may be more difficult for our stockholders to sell their securities. Nasdaq requires listing issuers to comply with certain standards in order to remain listed on its exchange. If, for any reason, Nasdaq should delist our securities from trading on its exchange and we are unable to obtain listing on another reputable national securities exchange, it could have a materially adverse effect on our ability to raise additional funds as well as on the price and liquidity of our common stock. For example, if at any time the bid price of our common stock closes below $ 1. 00 per share for more than 30 consecutive trading days, we may be subject to delisting from the Nasdaq Global Select Market. On November 15, 2023, we received a notice from Nasdaq indicating that for the last 30 consecutive days, the minimum bid price of the Company' s stock had been below $ 1. 00. We have 180 calendar days to regain compliance (subject to any additional 180- day compliance period which may be available to us), which would mean having a bid price above the minimum of $ 1. 00 for at least 10 consecutive days in the 180- day period. During this 180- day period, we will be reviewing our options to regain compliance with the minimum bid requirements. To the extent that we are unable to resolve any listing deficiency, there is a risk that our common stock may be delisted from Nasdaq, which would adversely impact liquidity of our common stock and potentially result in even lower bid prices for our common stock. As of the date of filing this report, our stock has closed below $ 1. 00 per share on every trading day since October 4, 2023. On March 6, 2024, the closing price of our common stock was $ 0. 92 per share** . If securities or industry analysts do not publish research or reports, or if they publish adverse or misleading research or reports, regarding us, our business or our market, our stock price and trading volume could decline. The trading market for our common stock is influenced by the research and reports that securities or industry analysts publish about us, our business or our market. We currently have research coverage from a limited number of securities or industry analysts. If any of the analysts who cover us issue adverse or misleading research or reports regarding us, our business model, our intellectual property, our stock performance or our market, or if our 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. 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 our guidance. Our quarterly and annual operating results may fluctuate significantly in the future, which makes it difficult for us to predict our future operating results. From time to time, we may enter into license or collaboration agreements or strategic partnerships with other companies that include development funding and significant upfront and milestone payments and / or royalties, which may become an important source of our revenue. These upfront and milestone payments may vary significantly from period to period and any such variance could cause a significant fluctuation in our operating results from one period to the next. Our operating results may fluctuate due to a variety of other factors, many of which are outside of our control and may be difficult to predict, including the following: • the timing and cost of, and level of investment in, research and development activities relating to our current product candidates and any future product candidates and research- stage programs, which will change from time to time; • our ability to enroll patients in clinical trials and the timing of enrollment; • the cost of manufacturing our current product candidates and any future product candidates, which may vary depending on FDA, EMA or other comparable foreign regulatory authority guidelines and requirements, the quantity of production and the terms of our agreements with manufacturers; • expenditures that we will or may incur to acquire or develop additional product candidates and technologies or other assets; • the timing and outcomes of clinical trials for Nana- val, and any of our other product candidates, or competing product candidates; • the need to conduct unanticipated clinical trials or trials that are larger or more complex than anticipated; • competition from existing and potential future products that compete with Nana- val and any of our other product candidates, and changes in the competitive landscape of our industry, including consolidation among our competitors or partners; • any delays in regulatory review or approval of Nana- val or any of our other product candidates; • the level of demand for Nana- val and any of our other product candidates, if approved, which may fluctuate significantly and be difficult to predict; • the risk / benefit profile, cost and reimbursement policies with respect to our product candidates, if approved, and existing and potential future products that compete with Nana- val and any of our other product candidates; • our ability to commercialize Nana- val and any of our other product candidates, if approved, inside and outside of the United States, either independently or working with third parties; • our ability to establish and maintain collaborations, licensing or other arrangements; • our ability to adequately support future growth; • potential unforeseen business disruptions that increase our costs or expenses; • future accounting pronouncements or changes in our accounting policies; and • the changing and volatile global economic and political environment. The cumulative effect 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 guidance we may provide. Sales of a substantial number of shares of our common stock 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. 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. Registration of these shares under the Securities Act would result in the shares becoming freely tradeable in the public market, subject to the restrictions of Rule 144 in the case of our affiliates. Any sales of securities by these stockholders could have a material adverse effect on the market price for our common stock. If we fail to maintain proper and effective internal controls, our ability to produce accurate consolidated financial statements on a timely basis could be impaired. We are subject to the reporting requirements of the Exchange Act, the Sarbanes- Oxley Act of ~~2022~~ **2002** (the " Sarbanes- Oxley Act ") and the rules and regulations of Nasdaq. The Sarbanes- Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. Any failure to implement required new or improved controls, or difficulties encountered in their implementation, could cause us to fail to meet our reporting obligations in a timely manner, or at all. In addition, any testing by us conducted in connection with Section 404 (a) of the Sarbanes- Oxley Act or if and when we are required to conduct such testing with our independent registered public accounting firm in connection with Section 404 (b) of the Sarbanes- Oxley Act, may reveal deficiencies in our internal controls over financial reporting that are deemed to be significant deficiencies or material weaknesses or that may require prospective or retroactive changes to our financial statements or identify other areas for further attention or improvement. Ineffective internal controls could also cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our common stock. As a private company, the operating entity that survived the Merger was never required to test its internal controls within a specified period. This will require that we incur substantial professional fees and internal costs to expand our accounting and finance functions and that we expend significant management efforts. We may experience difficulty in meeting these reporting requirements in a timely manner. We may discover weaknesses in our system of internal financial and accounting controls and procedures that could result in a material misstatement of its consolidated financial statements. Our internal control over financial reporting will not prevent or detect all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system' s objectives will be met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud will be detected. If we are not able to comply with the requirements of Section 404 of the Sarbanes- Oxley Act, or if we are unable to maintain proper and effective internal controls, we may not be able to produce timely and accurate consolidated financial statements. If that were to happen, 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. Our disclosure controls and procedures may not prevent or detect all errors or acts of fraud. We are subject to the periodic reporting requirements of the Exchange Act. We designed our disclosure controls and procedures to reasonably assure that information we must disclose in reports we file or submit under the Exchange Act is accumulated and communicated to management, and recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. We believe that any disclosure controls and procedures or internal controls and procedures, no matter how well- conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. These inherent limitations include the facts that judgments in decision- making can be faulty and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements due to error or fraud may occur and not be detected. We may be subject to securities litigation, which is expensive and could divert management attention. The market price of our common stock is volatile and, in the past, companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. This risk is especially relevant for us because biotechnology companies have experienced significant stock price volatility in recent years, and we may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management' s attention from other business concerns, which could seriously harm our business. We do not intend to pay dividends on our common stock so any returns will be limited to the value of our stock. We have never declared or paid any cash dividends 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 any appreciation in the value of their stock. Provisions in our amended and restated certificate of incorporation and amended and restated bylaws and Delaware law might discourage, delay or prevent a change in control of our company or changes in our management and, therefore, depress the market price of our common stock. Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that could depress the market price of our common stock by acting to discourage, delay or prevent a change in control of our company or changes in our management that the stockholders of our company may deem advantageous. These provisions, among other things: • establish a classified board of directors so that not all members of our board are elected at one time; • permit only the board of directors to establish the number of directors and fill vacancies on the board; • provide that directors may only be removed " for cause " and only with the approval of two- thirds of our stockholders; • authorize the issuance of " blank check " preferred stock that our board could use to implement a stockholder rights plan (also known as a " poison pill "); • eliminate the ability of our stockholders to call special meetings of stockholders; • prohibit stockholder action by written consent, which requires all stockholder actions to be taken at a meeting of our stockholders; • prohibit cumulative voting; • authorize our board of directors to amend the bylaws; • establish advance notice requirements for nominations for election to our board or for proposing matters that can be acted upon by stockholders at annual stockholder meetings; and • require a super- majority vote of stockholders to amend some provisions described above. In addition, Section 203 of the General Corporation Law of the State of Delaware (" DGCL "), prohibits a publicly- held Delaware corporation from engaging in a business combination with an interested stockholder, generally a person which together with its affiliates owns, or within the last three years has owned, 15 % of our voting stock, for a period of three years after the date of the transaction in which the person became an interested stockholder, unless the business combination is approved in a prescribed manner. Our amended and restated bylaws provide that the Court of Chancery of the State of Delaware and the federal district courts of the United States of America will be the exclusive forums for substantially all disputes between us and our stockholders, which may limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees. Our amended and restated bylaws provide that the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, another State court in Delaware or the federal district court for the District of Delaware) is the exclusive forum for the following (except for any claim as to which such court determines that there is an indispensable party not subject to the jurisdiction of such court (and the indispensable party does not consent to the personal jurisdiction of such court within 10 days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than such court or for which such court does not have subject matter jurisdiction): • any derivative action or proceeding brought on our behalf; • any action asserting a claim of breach of fiduciary duty; • any action asserting a claim against us arising under the DGCL, our amended and restated certificate of incorporation or our amended and restated bylaws; and • any action asserting a claim against us that is governed by the internal- affairs doctrine. This provision does 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 amended and restated bylaws further provide that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. These exclusive- forum provisions 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 lawsuits against us and our directors, officers and other employees. Any person or entity purchasing or otherwise acquiring any interest in any of our securities shall be deemed to have notice of and consented to these provisions. There is uncertainty as to whether a court would enforce such provisions, and the enforceability of similar choice of forum provisions in other companies' charter documents has been challenged in legal proceedings. It is possible that a court could find these types of provisions to be inapplicable or unenforceable, and if a court were to find either exclusive- forum provision in our amended and restated bylaws to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could seriously harm our business. If we fail to attract and retain management and other key personnel, we may be unable to continue to successfully develop or commercialize our product candidates or otherwise implement our business plan. Our ability to compete in the highly competitive pharmaceuticals industry depends on our ability to attract and retain

highly qualified managerial, scientific, medical, legal, sales and marketing and other personnel. We will be highly dependent on our management and scientific personnel. The loss of the services of any of these individuals could impede, delay or prevent the successful development of our product pipeline, completion of our planned clinical trials, commercialization of our product candidates or in- licensing or acquisition of new assets and could negatively impact our ability to successfully implement our business plan. If we lose the services of any of these individuals, we might not be able to find suitable replacements on a timely basis or at all, and our business could be harmed as a result. We might not be able to attract or retain qualified management and other key personnel in the future due to the intense competition for qualified personnel among biotechnology, pharmaceutical and other businesses. We are expected to take advantage of reduced disclosure and governance requirements applicable to smaller reporting companies, which could result in our common stock being less attractive to investors. We qualify as a smaller reporting company under the rules of the SEC. As a smaller reporting company, we are able to take advantage of reduced disclosure requirements, such as simplified executive compensation disclosures and reduced financial statement disclosure requirements in our SEC filings. Decreased disclosures in our SEC filings due to our status as a smaller reporting company may make it harder for investors to analyze our results of operations and financial prospects. We cannot predict if investors will find our common stock less attractive if we rely on these exemptions. If some 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. We may take advantage of the reporting exemptions applicable to a smaller reporting company until we are no longer a smaller reporting company, which status ends once we have a public float greater than $ 250. 0 million. In that event, we could still be a smaller reporting company if our annual revenues are below $ 100. 0 million, and we have a public float of less than $ 700. 0 million. Item 1B. Unresolved Staff Comments. Not applicable. Item **1C. Cybersecurity. Risk Management and Strategy We have established a cybersecurity committee to oversee the implementation of policies and processes that are designed to protect against and respond to cybersecurity threats. Our cybersecurity policies and procedures are designed to ensure that appropriate cybersecurity measures and controls are developed, implemented, and maintained. These policies and procedures and the resulting safeguards are designed and evaluated in light of yearly risk assessments, which are based on guidance obtained from a recognized national standards organization. We have implemented access controls, firewalls and intrusion detection and prevention systems, vulnerability and patch management processes, and we also use a variety of other automated tools and manual processes safeguard our information systems. We maintain an incident response plan and business continuity and disaster recovery plans designed to enhance our incident response preparedness. We also require employees to undergo security awareness training when they are hired and periodically thereafter. We use third- party security firms in different capacities to provide or operate some of our safeguards and technology systems. For example, we use third party consultants to conduct assessments, such as vulnerability scans and penetration testing. Our cybersecurity policies and processes also include risk- based measures and evaluations of risk related to third parties and, where appropriate, we require third parties to implement and maintain appropriate security measures, consistent with all applicable laws, and to promptly report any suspected breach of its security measures that may affect our company. Our cybersecurity risk management and strategy processes are led by a team of senior level management, including our Chief Financial Officer, Vice President of Finance, Senior Vice President of Legal and General Counsel and Vice President of Quality. These individuals collectively have significant prior work experience in various roles involving managing information security and implementing effective information and cybersecurity programs. These members of management are informed about and monitor the prevention, mitigation, detection, and remediation of cybersecurity incidents through their management of, and participation in, the cybersecurity risk management and strategy processes described above, including the operation of our incident response plan. As of the date of this Annual Report on Form 10- K, risks from cybersecurity threats, including from any previous incidents, have not materially affected our business, including our business strategy, results of operations, or financial condition. See Item 1A- " Risk Factors " for additional information regarding cyber threats and related risks to our business. Governance Our board of directors addresses the Company' s risk management and strategy, including the management of cybersecurity threats, as part of its general oversight function, and our management is responsible for the day- to- day management of the material risks we face. Our board of directors administers its cybersecurity risk oversight function through the Audit Committee. At least quarterly, the Audit Committee receives a presentation from management members of our cybersecurity committee concerning our cybersecurity threat risk management and strategy processes, which is designed to cover such topics as data security posture, results from third- party assessments, progress towards pre- determined risk- mitigation- related goals, our incident response plan, and cybersecurity threat risks and / or incidents, as well as the steps management has taken to respond to such risks and / or incidents. Item** 2. Properties. Viracta corporate headquarters are located in Cardiff, California, where Viracta leases approximately 5, 337 square feet of office space, under a lease that expires in August ~~2023~~ **2024** ~~with an option to renew for an additional one- year term~~ . Viracta believes that these existing facilities will be adequate for its near- term needs. If required, Viracta believes that suitable additional or alternative space would be available in the future on commercially reasonable terms. Item 3. Legal Proceedings. From time to time, Viracta may become involved in legal proceedings or be subject to claims arising in the ordinary course of its business. Viracta its not currently a party to any material legal proceedings. Regardless of outcome, such proceedings or claims can have an adverse impact on Viracta because of defense and settlement costs, diversion of resources and other factors, and there can be no assurances that favorable outcomes will be obtained. Item 4. Mine Safety Disclosures. PART II Item 5. Market for Registrant' s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities. Market Information Our common stock is traded on the Nasdaq Capital Market under the symbol" VIRX." Holders of Record As of March ~~6~~ **4** , ~~2023~~ **2024** , there were ~~54~~ **52** registered stockholders of record for our common stock. The actual number of stockholders is greater than this number of record holders and includes stockholders who are beneficial owners but whose shares are held in

street name by brokers and other nominees. This number of holders of record also does not include stockholders whose shares may be held in trust by other entities. Dividend Policy We have never declared or paid any cash dividends on our capital stock and do not anticipate paying any cash dividends in the foreseeable future. We expect to retain available cash to finance ongoing operations and the potential growth of our business. Any future determination to pay dividends on our common stock will be at the discretion of our board of directors and will depend upon, among other factors, our results of operations, financial conditions, capital requirements, contractual restrictions, business prospects and other factors our board of directors may deem relevant. Unregistered Sales of Equity Securities None. Issuer Repurchases of Equity Securities Securities Authorized for issuance Under Equity Compensation Plans Information about our equity compensation plans is incorporated herein by reference to Item 12 of Part III of this Annual Report on Form 10- K. Item 6. Reserved. Item 7. Management' s Discussion and Analysis of Financial Condition and Results of Operations The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and the accompanying notes and other financial information included elsewhere in this Annual Report on Form 10- K. Some of the information contained in this discussion and analysis or set forth elsewhere in this Annual Report on Form 10- K, including information with respect to our plans and strategy for our business, includes forward- looking statements that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward- looking statements as a result of certain factors, including, but not limited to, those set forth under " Risk Factors " under Item 1A of Part I of this Annual Report on Form 10- K and elsewhere in this Annual Report on Form 10- K. Please also see the section entitled " Forward- Looking Statements. " Overview Viracta is a clinical- stage ~~,~~ precision oncology company focused on the treatment and prevention of virus- associated cancers that impact patients worldwide. The association of viruses and cancer has been well characterized, and Viracta' s lead program is focused on cancers associated with the Epstein- Barr virus (" EBV "). Viracta' s lead product candidate is an all- oral combination therapy of its proprietary investigational drug, nanatinostat and the antiviral agent valganciclovir (collectively referred to as " Nana- val "). Nana- val is currently being investigated in multiple ongoing clinical trials, including NAVAL- 1, a pivotal, global, multicenter, open- label Phase 2 basket trial for the treatment of multiple subtypes of relapsed / refractory (" R / R ") Epstein- Barr virus- positive (" EBV ") lymphoma, as well as a multinational, open- label Phase 1b / 2 trial for the treatment of EBV recurrent or metastatic nasopharyngeal carcinoma (" R / M NPC ") and other EBV solid tumors. ~~Viracta' s development pipeline also includes vecabrutinib, a clinical- stage non- covalent ITK / BTK inhibitor and VRx- 510 (formerly SNS- 510), a preclinical- stage PDK- 1 inhibitor. Viracta is evaluating future development and collaboration opportunities for vecabrutinib in combination with chimeric antigen receptor (" CAR ") T- cell therapies and VRx- 510 in multiple oncology and other indications.~~ EBV Lymphoma In June 2021, Viracta **initiated** ~~announced the initiation of~~ NAVAL- 1, a global, multicenter, open- label Phase 2 basket trial to evaluate Nana- val for the treatment of **patients with** R / R EBV lymphoma ~~with centers in North America, Europe, and Asia- Pacific~~. The primary endpoint of ~~the~~ **this** trial is objective response rate, with key secondary endpoints including duration of response, survival outcomes, and the safety profile of the combined treatment. Patients with ~~relapsed or refractory~~ **R / R** disease following two or more prior therapies (one or more **prior therapies** for extranodal NK / T cell lymphoma and peripheral T- cell lymphoma) without curative treatment options will be eligible for enrollment. If successful, Viracta believes this trial could potentially support multiple new drug application filings across various EBV lymphoma subtypes. The trial employs a Simon two- stage design where a limited number of patients are initially enrolled into cohorts in Stage 1 and, if a pre- specified activity threshold is reached, additional patients will be enrolled in Stage 2. ~~During Stage 2~~ **In June 2023** , Viracta **announced** ~~anticipates discussing~~ the **efficacy threshold** ~~preliminary results with the U. S. Food and Drug Administration (the " FDA ") and may amend the protocol to include additional patients as~~ **was reached in** ~~necessary to potentially enable registration. Viracta anticipates providing an update on~~ the ~~first indication that may advance~~ **NAVAL- 1 trial for expansion** into Stage 2 ~~in the first half of 2023. Viracta is also concluding a Phase 1b / 2 trial of Nana- val~~ for **patients with** ~~the treatment of EBV R / R lymphoma and final results from this trial were presented in an oral presentation at the 63rd American Society of Hematology (" ASH ") Annual Meeting in December 2021. The data demonstrated promising activity in multiple subtypes of heavily pre- treated,~~ R / R EBV **peripheral T- cell** lymphoma ~~patients~~ **(" PTCL "). In August 2023** , **Viracta announced the strategic prioritization of three lymphoma subtypes in the NAVAL- 1 trial to enable the allocation of resources to those indications we believe have the greatest probability of success** and **market opportunity in key geographies: (1) EBV PTCL,** a ~~generally~~ **T-** ~~well~~ **cell** ~~- tolerated safety profile. Complete responses were observed in~~ **lymphoma with high unmet medical need; (2) EBV** diffuse large B- cell lymphoma (" DLBCL "), ~~T / NK~~ **an aggressive and distinct B** - cell lymphoma **subtype characterized by adverse clinical outcomes, and** (**3** ~~" T / NK- NHL "~~) ~~, and immunodeficiency- associated lymphoproliferative disorders (" IA- LPD "). The median duration of response was 10. 4 months. Viracta has received Fast Track Designation by the FDA for the treatment of R / R~~ EBV ~~lymphoid malignancies, in addition to orphan drug designations in the United States for the treatment of EBV diffuse large B- cell lymphoma, not otherwise specified (" EBV DLBCL, NOS "),~~ post- transplant lymphoproliferative disorders (" PTLD "), **a potentially fatal complication after transplantation, which is highly associated with EBV. In November 2023, Viracta further amended the NAVAL- 1 protocol to enroll patients with one more prior therapies across all cohorts, expanding from PTCL to also include DLBCL and PTLD. In December 2023, Viracta completed enrollment of Stage 1 in the R / R EBV PTCL cohort of patients (n = 10 patients treated with nanatinostat and n = 10 patients treated with Nana- val) and anticipates reporting data in the first half of 2024. Viracta also anticipates it will complete enrollment of Stage 2 cohort of patients in the first quarter of 2024 (n = 21 total patients treated with Nana- val) and enroll patients into the post- Phase 2 expansion cohort. During Stage 2, Viracta plans to meet with the U. S. Food and Drug Administration (the " FDA ") to discuss preliminary results and additional requirements for accelerated approval. Viracta has received Fast Track Designation by the FDA for the treatment of R / R EBV lymphoid malignancies in addition to orphan drug designations in the United States for the treatment of EBV DLBCL, not otherwise specified, PTLD,** plasmablastic lymphoma, and T- cell lymphoma. In addition,

the European Commission has granted orphan drug designation to Nana- val for the treatment of **PTCL** ~~peripheral T- cell lymphoma~~ and DLBCL. EBV Solid Tumors In January 2022, Viracta announced the first patient dosed in its multinational, open- label **,** Phase 1b / 2 trial for the treatment of ~~EBV~~ **patients with recurrent or metastatic (“** R / M **”) EBV** NPC and other EBV solid tumors. ~~The~~ **This** trial is designed to evaluate the safety and preliminary efficacy of Nana- val alone and in combination with ~~the~~ **a** PD- 1 checkpoint inhibitor ~~pembrolizumab (Keytruda ®)~~. The Phase 1b dose escalation study is designed to evaluate **the** safety **, pharmacokinetics (“ PK ”), and antitumor activity of Nana- val in patients with R / M EBV NPC** and to determine ~~the~~ **its** recommended Phase 2 dose (“ RP2D ”) ~~of Nana- val in patients with EBV R / M NPC~~. In ~~January~~ **August** 2023, Viracta announced ~~the completion of~~ **that it has completed** enrollment ~~of~~ **through** the ~~third~~ **fifth** dose level ~~and its first observed clinical response~~ in the dose escalation ~~part~~ **portion** of the ~~Phase 1b / 2 trial of Nana- val~~ **study. In October 2023, Viracta announced patient responses that included two confirmed partial responses at the higher dose levels and five stable diseases** in **17** patients **enrolled; no** ~~with EBV solid tumors. No~~ dose- limiting toxicities (“ DLTs ”) have been **observed through** ~~reported from the first three~~ -- **the fifth** dose ~~levels~~ **level**. Viracta ~~has~~ amended the **clinical** trial protocol **in October 2023** to include additional dose levels in **its** ~~the trial’ s~~ Phase 1b dose escalation portion, **including higher dose levels of Nana- val on a novel split daily dosing schedule to potentially optimize the RP2D, determination of** which is ~~designed to determine the RP2D. Viracta anticipates~~ **anticipated in the second half of 2024. Along with the FDA' s Project Optimus** ~~initiating~~ **initiative , at** the **start of** Phase 2 ~~portion of the trial in the second half of 2023~~ , ~~where~~ up to ~~sixty~~ **40** patients with ~~EBV~~ R / M **EBV** NPC will be randomized to receive **either the RP2D or a dose level below the RP2D in a dose- optimization cohort. Once the RP2D has been confirmed, up to 60 patients with R / M EBV NPC will be randomized to receive** Nana- val at the RP2D with or without ~~pembrolizumab~~ **a PD- 1 checkpoint inhibitor to further evaluate antitumor activity, safety and tolerability, pharmacokinetics, and potential pharmacodynamic biomarkers**. Additionally, patients with other **advanced** EBV solid tumors will be enrolled to receive Nana- val at the RP2D in a Phase 1b dose expansion cohort, which is also anticipated to be initiated in ~~the second half of~~ **2024. In December** 2023 ~~. Impact of COVID~~ **, the FDA granted an orphan drug designation to Nana** - ~~19~~ **val for the treatment of NPC. This represents the first orphan drug designation granted for Nana- val in EBV solid tumors and outside of EBV- associated lymphomas. Macroeconomic Environment Businesses throughout our industry have been and will continue to be impacted by a number of challenging and unexpected global and national events and circumstances that continue to evolve, including without limitation the military conflicts in Ukraine and the Middle East, increased economic uncertainty, inflation, rising interest rates, recent and any potential future financial institution failures, and other geopolitical tensions.** The **extent of the** ~~COVID- 19 pandemic has severely impacted~~ -- **impact of** ~~global economic activity, and many countries and many states in the~~ **these events and circumstances on our** ~~United States have reacted to the pandemic by instituting quarantines, mandating~~ business ~~and school closures~~ , **operations** and **development timelines** ~~restricting travel. While many of these restrictions have lifted or lessened, the effects of the COVID- 19 pandemic continue to rapidly evolve,~~ and **plans** ~~the full impact of the COVID- 19 pandemic~~ remains ~~highly~~ uncertain ~~and subject to change~~ , ~~especially as related to the effects of new and unknown variants thereof. For example, we have experienced an~~ **and will depend on certain developments, including the duration and scope of the events and their** impact on ~~the timing of clinical site initiations~~ **our development activities, third parties with whom we do business,** as ~~a result of the COVID- 19 pandemic~~ **well as its impact on regulatory authorities and our key scientific and management personnel**. We have **been affected** ~~taken certain measures~~ and continue to ~~evaluate~~ **actively monitor** ~~other~~ - - **the** potential ~~measures to mitigate the impact~~ **impacts** ~~of~~ **that** ~~the~~ **these** ~~COVID- 19 pandemic~~ **various events and circumstances may have** on our ~~trials. We do not yet know the full extent of~~ **business and we take steps, where warranted, in an effort to minimize any** potential **negative** ~~delays or~~ impacts on our business **resulting from** ~~, our clinical trials, healthcare systems or the global economy as a whole. These~~ **these events** ~~effects could have a material impact on our operations. The continued COVID- 19 pandemic may negatively impact our workforce~~ and **circumstances** ~~our research and development activities. See Item 1A- “ Risk Factors ” for additional information regarding the potential impact of the COVID- 19 pandemic on our business, results of operations and financial condition~~ . Financial Operations Overview Research and Development Expenses We expense all research and development expenses as they are incurred. Research and development expenses primarily include: • clinical and regulatory- related costs; • expenses incurred under agreements with contract research organizations (“ CROs ”); • manufacturing and stability testing costs and related supplies and materials; and • employee- related expenses, including salaries, benefits, travel, and share- based compensation expense. The majority of our research and development expenses to date have been incurred in connection with the development of Nana- val. The process of conducting clinical trials necessary to obtain regulatory approval is costly and time consuming. The successful development and commercialization of Nana- val is still highly uncertain. We are unable to estimate with any certainty the costs we will incur in the continued development and regulatory review of Nana- val, though such costs may be significant. Clinical development timelines, the probability of success and development costs can differ materially from expectations. We may never succeed in achieving marketing approval for our product candidate. The costs of clinical trials may vary significantly over the life of a project owing to, but not limited to, the following: • per patient trial costs; • the number of sites included in the trials **and the timing of clinical site initiations** ; • the countries in which the trials are conducted *; • the length of time required to enroll eligible subjects; • the number of subjects that participate in the trials; • the number of doses that subjects receive; • the cost of comparative agents used in trials; • the drop- out or discontinuation rates of subjects; • potential additional safety monitoring or other studies requested by regulatory agencies **; • potential amendments to clinical trial protocols** ; • the duration of patient follow- up; and • the efficacy and safety profile of the product candidate. We do not yet know when Nana- val may be commercially available, if at all. * The Company does not have any clinical trial sites or other clinical trial activities in Ukraine ~~or~~ **,** Russia **, Gaza or the West Bank** . General and Administrative Expenses General and administrative expenses consist primarily of salaries and related benefits, including share- based compensation. Other general and administrative expenses

include professional fees for accounting, tax, patent costs, legal services, insurance, facility costs and costs associated with being a publicly traded company, including fees associated with investor relations and directors ' and officers ' liability insurance premiums. We expect that general and administrative expenses will increase in the future as we expand our operating activities, prepare for the growth needs associated with potential commercialization of Nana- val and continue to incur additional costs associated with being a publicly traded company and maintaining compliance with exchange listing and SEC requirements. These increases will likely include higher consulting costs, legal fees, accounting fees, directors' and officers' liability insurance premiums and fees associated with investor relations. Other income (expense) Other income (expense) consists of interest income and expense as well as various income or expense items of a non- recurring nature. We earn interest income from interest- bearing accounts, commercial paper, corporate debt securities, U. S. Treasury securities, U. S. agency bonds and money market accounts. Interest expense is primarily attributable to interest charges and amortization of debt discount associated with borrowings under our loan and security agreements. Critical Accounting Policies and Significant Judgments and Estimates Our management' s discussion and analysis of our financial condition and results of operations is based on our consolidated financial statements, which we have prepared in accordance with generally accepted accounting principles in the United States (" GAAP "). The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements, as well as the reported expenses during the reporting periods. We evaluate these estimates and judgments on an ongoing basis. We base our estimates on historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Our actual results may differ materially from these estimates under different assumptions or conditions. While our significant accounting policies are described in more detail in Note 2 in the Notes to Consolidated Financial Statements of this Annual Report on Form 10- K, we believe the following accounting policies are critical to the judgments and estimates used in the preparation of our consolidated financial statements. We make estimates of our accrued expenses as of each balance sheet date in our consolidated financial statements based on facts and circumstances known to us at that time. If the actual timing of the performance of services or the level of effort varies from the estimate, we will adjust the accrual accordingly. This process involves reviewing contract and purchase orders, reviewing the terms of vendor agreements, communicating with applicable personnel to identify services that have been performed on our behalf and estimating the level of service performed and the associated cost incurred for the services when it has not yet been invoiced or otherwise notified of actual cost. The majority of our service providers invoice monthly in arrears for services performed. Clinical Trial Costs and Accruals We accrue clinical trial costs based on work performed. In determining the amount to accrue, we rely on estimates of total costs incurred based on enrollment, the completion of clinical trials and other events. We follow this method because we believe reasonably dependable estimates of the costs applicable to various stages of a clinical trial can be made. However, the actual costs and timing of clinical trials are ~~highly~~ uncertain, subject to risks and may change depending on a number of factors. Differences between the actual clinical trial costs and the estimated clinical trial costs that we have accrued in any prior period are recognized in the subsequent period in which the actual costs become known. Historically, our estimated accrued expenses have approximated actual expenses incurred; however, material differences could occur in the future. Other Information Net Operating Loss Carryforwards As of December 31, ~~2022~~ **2023** , we had federal and California tax net operating loss carryforwards of $ ~~165~~ **188** . ~~5~~ **2** million and $ 106. 6 million, respectively. The federal and California net operating loss carryforwards will begin to expire in 2027 and 2030, respectively, unless previously utilized. The portion of federal net operating losses created after 2017 of $ ~~125~~ **147** . ~~2~~ **9** million do not expire and will carry forward indefinitely. As of December 31, ~~2022~~ **2023** , we also had federal and California research and development tax credit carryforwards of $ 1. 5 million and $ 2. ~~3~~ **7** million, respectively. Additionally, the Company has Orphan Drug Credit carryforwards of $ ~~10~~ **13** . ~~1~~ **6** million. The federal research and development tax credit carryforwards will begin to expire in 2027 unless previously utilized. The California research and development tax credit will carry forward indefinitely. Furthermore, under the U. S. tax legislation enacted in December 2017, although the treatment of tax losses generated before December 31, 2017 has generally not changed, tax losses generated in calendar year 2018 and beyond do not expire but may only offset 80 % of our taxable income. This change may require us to pay federal income taxes in future years despite generating a loss for federal income tax purposes in prior years. Under Section 382 of the Internal Revenue Code of 1986, as amended, if a corporation undergoes an " ownership change " (generally defined as a greater than 50 % change (by value) in its equity ownership over a three- year period), the corporation' s ability to use its pre- change net operating loss carryforwards and other pre- change tax attributes to offset its post- change income may be limited. We have not completed our analysis to determine what, if any, impact any prior ownership change has had on our ability to utilize our net operating loss carryforwards. Comparison of Years Ended December 31, **2023 and** 2022 ~~and 2021~~ The following table summarizes the results of our operations for the fiscal years ended December 31, ~~2022~~ **2023** and December 31, ~~2021~~ **2022** (in thousands): ~~Year Ended December 31,~~ Change Research and development expenses $ **33, 369 $** 26, 262 $ ~~23~~ **7** , **107** ~~861 $ 2, 401 Purchased and acquired in- process research and development — 88, 478 (88, 478)~~ General and administrative expenses **17, 324** 24, 327 ~~15, 437 8, 890 Gain on Royalty Purchase Agreement — 13, 500~~ (~~13~~ **7** , ~~500~~ **003**) Research and development expenses. Research and development expenses **increased by approximately $ 7. 1 million** for the year ended December 31, ~~2022~~ **2023 ,** compared to the year ended December 31, ~~2021~~ **2022** ~~increased by approximately $ 2. 4 million~~ . The increase in research and development expenses was primarily due to increases in costs incurred to support the advancement and expansion of our clinical development programs, including incremental costs to support NAVAL- 1, our pivotal trial in R / R EBV lymphoma, and ~~the initiation of~~ our Phase 1b / 2 trial for the treatment of EBV solid tumors, as well as an increase in personnel- related costs ~~and non- cash share- based compensation~~ . ~~Purchased~~ **General** and **administrative expenses** ~~acquired in- process research and development~~ . **General and administrative expenses decreased by approximately** ~~In August 2021, the Company entered into the Termination Agreement with Salubris. Under the terms of the~~

~~Termination Agreement, the Company paid~~ $ ~~4~~ **7** . 0 million ~~to Salubris in exchange for the termination of all licenses granted under the previous development and commercialization agreement. The payment was recorded as purchased in- process research and development. In addition, the acquired in- process research and development included non- cash and non- recurring cost of $ 84. 5 million associated with the estimated fair value of the in- process research and development projects acquired in the Sunesis asset acquisition with no alternative future use, which was charged to expense upon completion of the Merger in 2021. General and administrative expenses. General and administrative expenses~~ for the year ended December 31, ~~2022~~ **2023 ,** compared to the year ended December 31, ~~2021~~ **2022** ~~increased by approximately $ 8~~ . **In 2022, general and administrative** ~~9 million. The increase was largely due to non- cash share- based compensation expense~~ **expenses included** ~~of $ 7. 3 million, including~~ a one- time expense associated with the modification of certain equity awards totaling $ 5. 6 million **and $ 0. 8 million in severance- related charges** associated with the transition of the former Chief Executive Officer. ~~In addition, $ 0. 8 million in severance- related charges were recorded in accordance with the former Chief Executive Officer separation agreement.~~ The remaining **net decrease in general** ~~change was a result of an~~ **and administrative expenses** ~~increase in non- severance personnel costs of $ 0. 8 million. Gain on royalty purchase agreement. The gain on royalty purchase agreement~~ for the year ended December 31, ~~2021~~ **2023** , **related to liability insurance premiums, partially offset by** ~~was associated with upfront proceeds of $ 13. 5 million recorded in connection with the multi- license milestone and~~ **an increase in personnel- related costs** ~~royalty monetization transaction with XOMA (US) LLC~~ . Liquidity and Capital Resources As of December 31, ~~2022~~ **2023** , we have devoted substantially all of our efforts to product development and have not realized product sales revenues from our planned principal operations. We have a limited operating history, and the sales and income potential of our business and market are unproven. We have experienced net losses since our inception and, as of December 31, ~~2022~~ **2023** , had an accumulated deficit of ~~approximately~~ $ ~~214~~ **265** . 9 million. We expect to continue to incur net losses **and operating cash outflows** for at least the next several years. A successful transition to attaining profitable operations is dependent upon achieving a level of revenues adequate to support our cost structure. **Based on our current financial position and business plan, we will need to raise additional capital through the issuance of our common stock, through other equity or debt financings or through collaborations or partnerships with other companies, to fund our continued operations. We may be unable to raise additional funds or to enter into such agreements or arrangements on favorable terms, or at all.** If we are unable to **raise capital** ~~generate revenues adequate to support our~~ **or** ~~cost structure~~ **enter into such agreements as and when needed** , we ~~will need~~ **may have** to **significantly delay, scale back** ~~raise additional equity through the issuance of our~~ **or discontinue** ~~common stock, through other~~ **the** ~~equity~~ **development or commercialization of one or more of** ~~or~~ **our product candidates** ~~debt financings or through collaborations or partnerships with other companies~~ . As of December 31, ~~2022~~ **2023** , we had cash, cash equivalents and short- term investments of $ ~~91~~ **53** . ~~0~~ **7** million and working capital of $ ~~83~~ **16** . ~~7~~ **6** million ~~. As of the date of filing this Annual Report on Form 10- K, we have access to and control over all our cash, cash equivalents and short- term investments, notwithstanding the closure of SVB (as discussed below and elsewhere in this Annual Report on Form 10- K). In February 2021, we completed the sale of common stock in a private placement resulting in gross proceeds of approximately $ 65. 0 million. Additionally, we received approximately $ 17. 1 million in cash and cash equivalents in the Merger. We also received $ 13. 5 million in upfront proceeds related to the Royalty Purchase Agreement with XOMA (US) LLC~~ . In May 2021, we entered into an Open Market Sale AgreementSM (the " Sale Agreement ") with Jefferies LLC (the " Sales Agent "), under which we may offer and sell up to $ 50. 0 million of shares of our common stock from time to time through the Sales Agent. ~~As of~~ **For the year ended** December 31, ~~2022~~ **2023** , the Company had sold ~~564~~ **371** , ~~125~~ **675** shares of its common stock pursuant to the Sale Agreement at a weighted average price per share of $ ~~4~~ **0** . ~~26~~ **83** for $ ~~2~~ **0** . 3 million, net of commissions **. As of December 31, 2023, the Company had approximately $ 47. 3 million available under the Sale Agreement. The sales and issuances, if any, of the Shares by us under the Sale Agreement will be pursuant to our " shelf " registration statement on Form S- 3, filed with the Securities and Exchange Commission (" SEC ") on May 28, 2021 and declared effective by the SEC on June 4, 2021, pursuant to which we registered the offering, sale and issuance of up to $ 200. 0 million in aggregate of our common stock, preferred stock, warrants, subscription rights, debt securities and / or units from time to time in one or more offerings. We are currently eligible to sell securities under Form S- 3 only if and to the extent the aggregate market value of securities sold pursuant to General Instruction I. B. 6 of Form S- 3 during the twelve- month period immediately prior to, and including, the date of any such sale, does not exceed one- third of the aggregate market value of our common stock held by non- affiliates (as determined by General Instruction I. B. 6 of Form S- 3), and we will remain subject to such limitation for so long as the aggregate market value of our common stock held by non- affiliates is less than $ 75 million (as determined by General Instruction I. B. 6 of Form S- 3). As such, we will be limited in our ability to access additional funding from the sale of securities under Form S- 3** . On November 4, 2021, we entered into a loan and security agreement with Silicon Valley Bank **, now a division of First- Citizens Bank and Trust Company** (" SVB ") **,** and Oxford Finance LLC (" Oxford ") for up to $ 50. 0 million and amended that agreement on August 26, 2022 **(the " SVB- Oxford Loan Facility ")** . In connection with entering the new $ 50. 0 million credit facility, we and SVB agreed to terminate our prior $ 15. 0 million loan and security agreement ~~with SVB~~ . The existing $ 5. 0 million debt balance outstanding from our previous credit facility with SVB was replaced under this new $ 50. 0 million credit facility. Under the terms of the SVB- Oxford Loan Facility, the remaining $ 45. 0 million would be available in two tranches of $ 20. 0 million and $ 25. 0 million under certain circumstances. On December 29, 2022, we elected to exercise our right to draw the $ 20. 0 million tranche under the credit facility prior to the expiration of its availability. **The availability** ~~Under the terms~~ of the **additional tranche of** $ ~~50~~ **25** . 0 million ~~credit facility~~ , **previously** ~~the remaining $ 25. 0 million remains~~ available ~~at our request subject to the lenders' discretion and~~ **under certain conditions, expired on December 31, 2023. On March 1, 2024,** we **entered into a Second Amendment (** ~~are under no obligation to draw funds in the future. As reported elsewhere, on March 10, 2023, SVB was closed by the California Department of Financial Protection and Innovation, which~~

~~appointed the Federal Deposit Insurance Corporation, or the FDIC, as receiver. While the situation remains fluid, we have been informed by the lenders under the facility that the facility remains available subject to lender discretion on the same terms as set forth in the loan agreement, notwithstanding the closure of SVB, however there~~ -- **the " Second Amendment ")** ~~can be no assurances that the closure of SVB or any related impacts across the financial services industry will not adversely affect our ability to access the additional $ 25. 0 million that may be available~~ under the SVB- Oxford Loan Facility **, providing for a modification of the loan amortization period and a pro rata reduction in the prospective debt amortization schedule, in exchange for a partial prepayment of the term loan. Pursuant to the terms of the Second Amendment, we have agreed to remit a prepayment of $ 5. 0 million toward the outstanding principal. Under the terms of the Second Amendment, principal amortization will be deferred between March 2024 and June 2024, and during such time we will be required to make payments of interest- only. Principal amortization payments will recommence in July 2024, followed by 29 equal monthly payments of principal plus accrued interest through maturity. There were no changes to the maturity date of the term loan** . Based on the Company ~~'~~**'** s current financial position and business plan, management believes that ~~its~~ **our** existing cash, cash equivalents and short- term investments ~~will~~ **may not** be sufficient to fund ~~our~~ **the Company' s** planned operations for at least twelve months from the issuance date of the consolidated financial statements included in this Annual Report on Form 10- K **. These matters, including the Company' s current liquidity position, recurring net losses from operations and negative cash flows from operating activities raise substantial doubt about our ability to continue as a going concern. Because our equity and / or debt financing plans, along with collaborative or other funding arrangements, have not yet been executed and are not fully within the Company' s control, such plans cannot be considered probable of being achieved. As a result, we have concluded that these plans do not alleviate substantial doubt about the Company' s ability to continue as a going concern. Due to these circumstances and based on management' s assessment that the material adverse change clause under the SVB- Oxford Loan Facility (see Note 5 of the financial statements included herein) is not within our control, all amounts due under the SVB- Oxford Loan Facility have been classified as a current liability as of December 31, 2023. The accompanying consolidated financial statements have been prepared on a basis which assumes we will be able to continue as a going concern, and do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classifications of liabilities that may result from any uncertainty related to our ability to continue as a going concern** . We expect to continue to incur expenses and increase operating losses for at least the next several years. In the near- term, we anticipate incurring costs as we: • conduct ongoing and planned development activities; • initiate pre- approval and pre- commercialization activities for our lead product candidate; • continue the preparation of the commercial manufacturing process; • maintain, expand, and protect our intellectual property portfolio; and • continue to fund the additional accounting, legal, insurance and other costs associated with being a public company. The following table summarizes our cash flows for the years ended December 31, **2023 and** 2022 ~~and 2021~~ (in thousands): Year Ended December 31, Net cash used in operating activities $ (~~35~~ **39** , ~~457~~ **892**) $ (~~18~~ **35** , ~~851~~ **457**) Net cash **provided by** (used in) ~~provided by~~ investing activities **14, 998** (53, 866) ~~12, 891~~ Net cash provided by financing activities 22, 542 ~~62, 425~~ Net ~~(~~decrease ~~) increase~~ in cash and cash equivalents $ (**24, 456) $ (** 66, 781) ~~$ 56, 465~~ Operating Activities. Cash used in operating activities was $ ~~35~~ **39** . ~~5~~ **9** million for the year ended December 31, ~~2022~~ **2023** , as compared to cash used in operating activities of $ ~~18~~ **35** . ~~9~~ **5** million for the year ended December 31, ~~2021~~ **2022** . This change was primarily due to ~~the $ 13. 5 million received and recorded into income from the Royalty Purchase Agreement with XOMA (US) LLC in March 2021 for the year ended December 31, 2021. The increase is also due to~~ an increase in **net loss, excluding share- based compensation,** ~~operating costs associated with the Company' s continuing clinical trials~~ and ~~other operating activities~~ **net short- term investments discount accretion, offset by changes in working capital** . Investing Activities. Net ~~cash used in investing activities was $ 53. 9 million for the year ended December 31, 2022, compared to~~ cash provided by investing activities ~~of~~ **was** $ ~~12~~ **15** . ~~9~~ **0** million for the year ended December 31, ~~2021~~ **2023 , compared to net cash used in investing activities of $ 53** . ~~For~~ **9 million for** the year ended December 31, 2022 ~~, $ 53~~ . **Cash** ~~8 million of the $ 53. 9 million used in investing activities reflects the initiation of short- term investments pursuant to a treasury management strategy in June 2022, given the rapid increase in the interest rate environment. For the year ended December 31, 2021, the $ 12. 9 million~~ provided by investing activities primarily ~~represents~~ **reflected the proceeds from the maturity of short- term investments,** net ~~cash and cash equivalents acquired in the Merger~~ of ~~$ 17. 1 million in February 2021, offset by the $ 4. 0 million purchase~~ **purchases of , for the year ended December 31, 2023. Cash used** in **investing activities for the year ended December 31, 2022, primarily represented purchases of short - term investments, net of** ~~process~~ - **proceeds** ~~research and development~~ **from maturities. The Company adopted a treasury management strategy in June 2022 given the rapid increase in the interest rate environment** . Financing Activities. Net cash provided by financing activities was $ ~~22~~ **0** . ~~5~~ **4** million for the year ended December 31, ~~2022~~ **2023** , compared to $ ~~62~~ **22** . ~~4~~ **5** million for the year ended December 31, ~~2021. For the year ended December 31,~~ 2022 ~~,~~ **. Cash provided by** financing ~~proceeds were~~ **activities was primarily** the result of the issuance of common stock through the Company' s common stock Sale Agreement of $ ~~2~~ **0** . 3 million **, net of commissions, for the year ended December 31, 2023. For the year ended December 31, 2022, financing proceeds were primarily the result of the issuance of common stock through the Company' s common stock Sale Agreement of $ 2. 3 million, net of commissions,** and the $ 20. 0 million draw under the credit facility on December 29, 2022 ~~. For the year ended December 31, 2021, the financing activities were largely the result of the $ 62. 3 million of net proceeds from the private placement of common stock executed concurrent with the Merger in February 2021~~ . The amount and timing of our future funding requirements will depend on many factors **and is subject to many uncertainties** , including but not limited to: • we may not have sufficient financial and other resources to complete clinical development and commercialization for Nana- val; • we may not be able to provide acceptable evidence of safety and efficacy for Nana- val; • we may be required to undertake additional clinical trials and other studies of Nana- val; • FDA may disagree with the design of our future clinical trials if any are necessary; • we may experience

variability in subjects, adjustments to clinical trial procedures and inclusion of additional clinical trial sites; • FDA may not agree with the analysis of our clinical trial results; • the results of our clinical trials may not meet the level of statistical or clinical significance or other bioequivalence parameters required by FDA for marketing approval; • subjects in our clinical trials may die or suffer other adverse effects for reasons that may or may not be related to our products; • contract manufacturers, suppliers, and / or consultants may not meet appropriate timelines; • we may not be able to obtain, maintain and enforce our patents and other intellectual property rights; • we may not be able to establish commercial- scale manufacturing capabilities; and • we may not be able to establish commercialization capabilities. If we raise additional funds by issuing equity securities, our stockholders may experience dilution. Any future debt financing may impose upon us covenants that restrict our operations, including limitations on our ability to incur liens or additional debt, pay dividends, repurchase our common stock, make certain investments and engage in certain merger, consolidation, or asset sale transactions. Any equity or debt financing may contain terms that are not favorable to us or our stockholders. In addition, our ability to raise additional funds may be adversely impacted by **market perceptions of our ability to maintain our listing on the Nasdaq,** potential worsening global economic conditions and the recent disruptions to, and volatility in, the credit and financial markets in the United States and worldwide resulting from the ongoing **effects of the** COVID **-** 19 pandemic, the **military** conflicts in Eastern Europe **, the Middle East** and other geopolitical tensions, increasing interest rates and inflation **, recent and any potential future financial institution failures** , and otherwise. If we are unable to raise additional funds when needed, we may be required to delay, reduce, or terminate some or all of our development programs and clinical trials. We may also be required to sell or license to other parties rights to develop or commercialize our drug candidates that we would prefer to retain. Contractual Obligations and Commitments We enter into short- term and cancellable agreements in the normal course of operations with clinical sites and contract research organizations, or CROs, for clinical research studies, professional consultants and various third parties for preclinical research studies, clinical supply manufacturing and other services through purchase orders or other documentation ~~, or that are undocumented except for an invoice~~ . Such short- term agreements are generally outstanding for periods less than one year and are settled by cash payments upon delivery of goods and services. The nature of the work being conducted under these agreements is such that, in most cases, the services may be cancelled upon prior notice of 90 days or less. Payments due upon cancellation generally consist only of payments for services provided and expenses incurred, including non- cancellable obligations of our service providers, up to the date of cancellation. On March 22, 2021, we entered into the Royalty Purchase Agreement with XOMA (US) LLC **(" XOMA ")** , pursuant to which ~~,~~ XOMA ~~(US) LLC~~ paid us an upfront payment of $ 13. 5 million for the right to receive future milestones and royalties that we are entitled to receive under the terms of a license agreement with **Day One Biopharmaceuticals, Inc. (" Day One, " formerly known as** DOT Therapeutics- 1, Inc. **)** dated December 16, 2019 and a license agreement with Denovo Biopharma LLC dated December 5, 2019, net of certain obligations we have to a third party. Pursuant to the Royalty Purchase Agreement, we **retained a certain pre- commercialization, event- based milestone. On March 4, 2024, we entered into an Amendment No. 1** (**the " Day One Amendment "** ~~directly or through a wholly owned subsidiary~~) ~~are also eligible~~ to ~~receive an up~~ **the license agreement with Day One** to **monetize a pre- commercialization, event- based milestone for** $ ~~20~~ **5** . 0 million **to be received in March 2024, thereby reducing the milestone percentage under the agreement. On March 4, 2024, in connection with the entry into the Day One Amendment, we entered into an Amendment No. 1 to the Royalty Purchase Agreement with XOMA, modifying the economic value- share under the Royalty Purchase Agreement, by which we have retained the right, under certain circumstances, to participate in a** pre- commercialization, event- based milestone **up to $ 5. 0 million** . For descriptions of additional contractual obligations and commitments, see the section titled " Commitments and Contingencies " and" Debt" in the Notes to Consolidated Financial Statements included in this Annual Report on Form 10- K. Item 7A. Quantitative and Qualitative Disclosure about Market Risk As a smaller reporting company, we are not required to provide the information required by this Item. Item 8. Financial Statements and Supplementary Data. Our consolidated financial statements and the report of our independent registered public accounting firm are included in this report on the pages indicated in Item 15 of Part IV of this Annual Report on Form 10- K. Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure Item 9A. Controls and Procedures. Conclusions Regarding the Effectiveness of Disclosure Controls and Procedures We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the timelines specified in the SEC' s rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can only provide reasonable assurance of achieving the desired control objectives, and in reaching a reasonable level of assurance, management necessarily was required to apply its judgment in evaluating the cost- benefit relationship of possible controls and procedures. In addition, the design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, control may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost- effective control system, misstatements due to error or fraud may occur and not be detected. As required by SEC Rule 13a- 15 (b), as of December 31, ~~2022~~ **2023** we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures, as of the end of the period covered by this report. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of December 31, ~~2022~~ **2023** . ~~Managements~~ **Management' s** Report on Internal Control Over Financial Reporting Internal control over financial reporting refers to the process designed by, or under the supervision of, our

Chief Executive Officer and Chief Financial Officer, and effected by our board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with generally accepted accounting principles, and includes those policies and procedures that: (1) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of our assets; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of consolidated financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company' s assets that could have a material effect on the consolidated financial statements. Internal control over financial reporting cannot provide absolute assurance of achieving financial reporting objectives because of its inherent limitations. Internal control over financial reporting is a process that involves human diligence and compliance and is subject to lapses in judgment and breakdowns resulting from human failures. Internal control over financial reporting also can be circumvented by collusion or improper management override. Because of such limitations, there is a risk that material misstatements may not be prevented or detected on a timely basis by internal control over financial reporting. However, these inherent limitations are known features of the financial reporting process. Therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk. Management is responsible for establishing and maintaining adequate internal control over our financial reporting, as such term is defined in Rule 13a- 15 (f) under the Exchange Act. Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting. Management has used the framework set forth in the report entitled " Internal Control — Integrated Framework (2013 Framework) " published by the Committee of Sponsoring Organizations of the Treadway Commission to evaluate the effectiveness of our internal control over financial reporting. Based on its evaluation, management has concluded that our internal control over financial reporting was effective as of December 31, ~~2022~~ **2023** , the end of our most recent fiscal year. Changes in Internal Control Over Financial Reporting There were no changes in our internal control over financial reporting identified in management' s evaluation pursuant to Rules 13a- 15 (d) or 15d- 15 (d) of the Exchange Act during the quarter ended December 31, ~~2022~~ **2023** that materially affect, or are reasonably likely to materially affect, our internal control over financial reporting. Attestation Report of the Registered Public Accounting Firm As a smaller reporting company and non- accelerated filer, we are not required to provide an attestation report on our internal control over financial reporting issued by the Company' s independent registered public accounting firm. Item 9B. Other Information **. Securities Trading Plans of Directors and Executive Officers During our last fiscal quarter, no director or officer, as defined in Rule 16a- 1 (f), adopted or terminated a " Rule 10b5- 1 trading arrangement " or a " non- Rule 10b5- 1 trading arrangement, " each as defined in Item 408 of Regulation S- K** . Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections. PART III Item 10. Directors, Executive Officers and Corporate Governance The information called for by this item will be set forth in our Proxy Statement for the Annual Meeting of Stockholders to be filed with the SEC within 120 days of the fiscal year ended December 31, ~~2022~~ **2023** (the " Proxy Statement ") and is incorporated herein by reference. We have adopted a Code of Business Conduct and Ethics that applies to our officers, directors and employees which is available on our internet website at https: / / www. viracta. com. The Code of Business Conduct and Ethics contains general guidelines for conducting the business of our company consistent with the highest standards of business ethics, and is intended to qualify as a " code of ethics " within the meaning of Section 406 of the Sarbanes- Oxley Act of 2002 and Item 406 of Regulation S- K. In addition, we intend to promptly disclose (1) the nature of any amendment to our Code of Business Conduct and Ethics that applies to our principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions and (2) the nature of any waiver, including an implicit waiver, from a provision of our code of ethics that is granted to one of these specified officers, the name of such person who is granted the waiver and the date of the waiver on our website in the future. Item 11. Executive Compensation. Information required by this item will be contained in our Proxy Statement and is incorporated herein by reference. Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters. Item 13. Certain Relationships and Related Transactions, and Director Independence. Item 14. Principal Accounting Fees and Services. PART IV Item 15. Exhibits, Financial Statement Schedules. (a) List the following documents filed as a part of the report: (1) Financial Statements. The following consolidated financial statements of Viracta Therapeutics, Inc., together with the report thereon of Ernst & Young LLP (PCAOB ID No. 42), an independent registered public accounting firm, are included in this Annual Report on Form 10- K. INDEX TO CONSOLIDATED FINANCIAL STATEMENTSReport of Independent Registered Public Accounting Firm F- ~~97~~ **98** Consolidated Balance Sheets as of December 31, **2023 and** 2022 ~~and 2021~~ F- ~~99~~ **100** Consolidated Statements of Operations and Comprehensive Loss for the Years Ended December 31, **2023 and** 2022 ~~and 2021~~ F- ~~100~~ **101** Consolidated Statements of Stockholders' Equity (Deficit) for the Years Ended December 31, **2023 and** 2022 ~~and 2021~~ F- ~~101~~ **102** Consolidated Statements of Cash Flows for the Years Ended December 31, **2023 and** 2022 ~~and 2021~~ F- 103 Notes to Consolidated Financial Statements F- 104 (2) Those financial statement schedules. (3) Exhibits A list of exhibits to this Annual Report on Form 10- K is set forth on the Exhibit Index immediately preceding the signature page and is incorporated herein by reference (b) See Exhibit Index (c) See item (15 (a) (2) above. Item 16. Form 10- K Summary To the Stockholders and the Board of Directors of Viracta Therapeutics, Inc. Opinion on the Financial Statements We have audited the accompanying consolidated balance sheets of Viracta Therapeutics, Inc. (the Company) as of December 31, **2023 and** 2022 ~~and 2021~~ , the related consolidated statements of operations and comprehensive loss, stockholders ~~'~~ **'** equity ~~(deficit)~~ and cash flows for each of the two years in the period ended December 31, ~~2022~~ **2023** , and the related notes (collectively referred to as the " consolidated financial statements "). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, **2023 and** 2022 ~~and 2021~~ , and the results of its operations and its cash flows for each of the two years in the

period ended December 31, ~~2022~~ **2023** , in conformity with U. S. generally accepted accounting principles **. The Company' s Ability to Continue as a Going Concern The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company has suffered recurring net losses from operations, negative cash flows from operating activities, and has stated that substantial doubt exists about the Company' s ability to continue as a going concern. Management' s evaluation of the events and conditions and management' s plans regarding these matters are also described in Note 1. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty** . Basis for Opinion These financial statements are the responsibility of the Company' s management. Our responsibility is to express an opinion on the Company' s financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U. S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB. We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company' s internal control over financial reporting. Accordingly, we express no such opinion. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion. Critical Audit Matter The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the account or disclosure to which it relates. Clinical trial and contracts accruals Description of the Matter During the year ended December 31, ~~2022~~ **2023** , the Company incurred $ ~~26~~ **33** . ~~3~~ **4** million for research and development expense and as of December 31, ~~2022~~ **2023** , the Company accrued $ ~~3.~~ 6 **. 5** million for clinical trial and contract expenses. As described in Note 2 of the consolidated financial statements, the Company records accruals for estimated costs of research and development activities that include contract services for clinical trials. Clinical trial activities performed by third parties are accrued and expensed based upon estimates of the proportion of work completed over the ~~life~~ **term** of the individual clinical trial ~~, patient enrollment~~ and ~~other events~~ **research and development contracts** . Estimates are determined by reviewing contracts, vendor agreements and purchase orders, ~~and~~ **as well as** through discussions with **third- party service providers and** applicable internal personnel as to the progress or stage of completion of trials or services and the agreed- upon fee to be paid for such services. Auditing management' s accounting for clinical trial and contract accruals is especially challenging as evaluating the progress or stage of completion of the activities under the Company' s research and development agreements is dependent upon a high volume of data from third- party service providers and internal personnel. How We Addressed the Matter in Our Audit To test the completeness of the Company' s clinical trial and contracts accruals, among other procedures, we obtained supporting evidence of the research and development activities performed for clinical trial and research and development contracts. We corroborated the progress of significant research and development activities through discussion with the Company' s personnel that oversee the research and development projects, and inspection of the Company' s contracts and related amendments with third parties. To verify the appropriate measurement of clinical trial and contracts accruals, we compared the costs for a sample of transactions against the related invoices and contracts, evaluated the Company' s documentation of timelines and future projections of contract progress, and confirmed certain amounts incurred to- date **directly** with third- party service providers. We also examined a sample of subsequent payments to evaluate the completeness of the clinical trial and contracts accruals. / s / Ernst & Young LLP We have served as the Company' s auditor since 2020. San Diego, California March ~~14~~ **7** , ~~2023~~ **2024** F- ~~98~~ **99** (In thousands, except par value and share data) December 31, December 31, Assets Current Assets: Cash and cash equivalents $ **12, 317 $** 36, 773 ~~$ 103, 554~~ Short- term investments **41, 374** 54, 270 ~~—~~ Prepaid expenses and other current assets **1, 273** 2, 704 ~~1, 719~~ Total current assets **54, 964** 93, 747 ~~105, 273~~ Property and equipment, net Operating lease right- of- use asset Other assets 1, **264 1,** 830 ~~2, 397~~ Total assets $ **56, 692 $** 95, 991 ~~$ 108, 552~~ Liabilities and stockholders' equity Current Liabilities: Accounts payable $ 2, ~~540~~ **441** $ 2, ~~901~~ **540** Accrued expenses **10, 376** 7, 193 ~~5, 802~~ Operating lease liabilities **Current portion of long- term debt, net 25, 274** ~~—~~ Total current liabilities **38, 373** 10, 011 ~~9, 084~~ Long- term debt, net ~~—~~ 24, 877 **Total** ~~4, 819 Operating lease~~ liabilities **$ 38** , ~~less current portion —~~ **373 $ 34, 888** Stockholders' equity: Convertible preferred stock, $ 0. 0001 par value; 10, 000, 000 shares authorized as of December 31, ~~2022~~ **2023** ; 10, 248 shares issued and outstanding as of December 31, ~~2022~~ **2023** and December 31, ~~2021~~ **2022** 5, 452 5, 452 Common stock, $ 0. 0001 par value; 400, 000, 000 shares authorized; **39, 093, 509 and** 38, 345, 140 ~~and 37, 424, 863~~ shares issued and outstanding at December 31, ~~2022~~ **2023** and December 31, ~~2021~~ **2022** , respectively Additional paid- in capital **278, 786** 270, 699 ~~254, 592~~ Accumulated other comprehensive **income (** loss **)** (178) ~~—~~ Accumulated deficit (~~214~~ **265** , ~~874~~ **932**) (~~165~~ **214** , ~~677~~ **874**) Total stockholders' equity **18, 319** 61, 103 ~~94, 371~~ Total liabilities and stockholders' equity $ **56, 692 $** 95, 991 ~~$ 108, 552~~ See accompanying notes to consolidated financial statements. (In thousands, except share and per share data) Year Ended December 31, Operating expenses: Research and development $ **33, 369 $** 26, 262 ~~$ 23, 861 Purchased and acquired in- process research and development — 88, 478~~ General and administrative

17, 324 24, 327 15, 437 Total operating expenses 50, 693 50, 589 127, 776 Gain on royalty purchase agreement — 13, 500 Loss from operations (50, 589 693) (114 50 , 276 589) Other income (expense): Gain on forgiveness of PPP Loan — Interest income 3, 345 1, 171 Interest expense (577 3, 704) (491 577) Other income (expense) (290 6) Total other income (expense) (365) 1, 392 (486) Net loss (51, 058) (49, 197) Unrealized gain (loss 114, 762) Unrealized loss on short- term investments (178) — Comprehensive loss $ (49 50 , 375 871) $ (114 49 , 762 375) Net loss per share of common stock, basic and diluted $ (1. 30 32) $ (3 1 . 60 30) Weighted- average shares used to compute basic and diluted net loss per share 38, 624, 462 37, 790, 981 31, 870, 067 (In thousands) ConvertiblePreferred Stock Common Stock Additional Paid- in Accumulated Other Accumulated TotalStockholders' Shares Amount Shares Amount Capital Comprehensive Gain (Loss) Deficit Equity Balance December 31, 2021 $ 5, 452 37, 425 $ $ 254, 592 $ — $ (165, 677) $ 94, 371 Issuance of common stock upon exercise of stock options and from employee stock plan — — — — — Issuance of common stock through" at the market" offering, net — — — 2, 331 — — 2, 331 Issuance of common stock upon vesting of restricted stock units — — — — — — — — Issuance of common stock upon vesting of early exercised stock options — — — — — Share- based compensation — — — — 13, 548 — — 13, 548 Unrealized loss on short- term investments — — — — — (178) — (178) Net loss — — — — — — (49, 197) (49, 197) Balance December 31, 2022 $ 5, 452 38, 345 $ $ 270, 699 $ (178) $ (214, 874) $ 61, 103 Series A- 1 ConvertiblePreferred Stock Series BConvertiblePreferredStock Series CConvertiblePreferred Stock Series DConvertiblePreferredStock Series EConvertiblePreferred Stock ConvertiblePreferred Stock Common Stock AdditionalPaid- in Accumulated TotalStockholders' Equity Shares Amount Shares Amount Shares Amount Shares Amount Shares Amount Shares Amount Shares Amount Capital Deficit (Deficit) Balance December 31, 2020 4, 819 $ 2, 968 2, 788 $ 15, 484 1, 588 $ 9, 392 2, 224 $ 16, 589 7, 392 $ 38, 869 — $ — $ $ 4, 714 $ (50, 915) $ (46, 200) Issuance of common stock to former stockholders of Sunesis upon Merger — — — — — — — — — — — — — — 5, 173 — 97, 982 — 97, 982 Conversion of convertible preferred stock into common stock upon exercise Merger (4, 819) (2, 968) (2, 788) (15, 484) (1, 588) (9, 392) (2, 224) (16, 589) (7, 392) (38, 869) — — 18, 812 83, 300 — 83, 302 Reclassification of preferred stock options and from employee stock plan warrant liability to equity — — — — — — — — — — — — — — — — — — Issuance of convertible preferred stock to former stockholders of Sunesis upon Merger — — — — — — — — — — — 5, 452 — — — — — 5, 452 Issuance of common stock through" at the market" offering, net upon exercise of warrants and stock options — — — — — — — — — — — — — — — — Issuance of common stock upon vesting of restricted stock units — — — — — — — — Share- based compensation — — — — 7, 649 — — 7, 649 Unrealized gain on short- term investments — — — — — — — — — — Issuance of common stock upon vesting of early exercised stock options — — — — — — — — — — — — — — — — — — Issuance of common stock net of issuance costs — — — — — — — — — — — — — — — — 12, 012 62, 316 — 62, 317 Share- based compensation — — — — — — — — — — — — — — — — — 5, 542 — 5, 542 Net loss — — — — — — — — — — — — — — — — — — — (114 51 , 762 058) (114 51 , 762 058) Balance December 31, 2021 2023 — $ — — $ — — $ — — $ — — $ — $ 5, 452 37 39 , 425 094 $ $ 254 278 , 592 786 $ $ (165 265 , 677 932) $ 94 18 , 319 371 F- 102 Year Ended December 31, Operating activities Net loss $ (49 51 , 197 058) $ (114 49 , 762 197) Adjustments to reconcile net loss to net cash used in by operating activities: Gain on forgiveness of PPP loan — (257) Acquired in- process research and development — 84, 478 Purchased in- process research and development — 4, 000 Share- based compensation expense 7, 649 13, 548 5, 542 Depreciation and amortization Amortization of premiums and accretion of discounts on short- term investments, net (2, 054) (626) — Change in fair value of preferred stock warrant liability — Change in operating assets and liabilities: Prepaid expenses and other current assets 1, 431 (985) (1, 045) Other assets Accounts payable (98) (361) Accrued expenses 3, 184 1, 394 Lease liabilities, net (4) (7) Net cash used in operating activities (35 39 , 457 892) (18 35 , 851 457) Investing activities Purchases of property and equipment (45 138) (45 252) Purchased in- process research and development — (4, 000) Purchases of short- term investments (67, 136) (70, 620) — Proceeds from maturity of short- term investments 82, 272 16, 799 — Cash acquired in connection with the Merger — 17, 143 Net cash provided by (used in) provided by investing activities 14, 998 (53, 866) 12, 891 Financing activities Proceeds from debt, net of issuance costs — 19, 986 (234) Issuance of common stock, net of issuance costs 2, 331 Issuance 62, 320 Exercise of warrants and stock options to purchase common stock upon option exercises and from employee stock plan Net cash provided by financing activities 22, 542 62, 425 Net (decrease) increase in cash and cash equivalents (24, 456) (66, 781) 56, 465 Cash and cash equivalents at beginning of period 36, 773 103, 554 47, 089 Cash and cash equivalents at end of period $ 12, 317 $ 36, 773 $ 103, 554 Supplemental disclosure of cash flow information Interest paid $ 3, 070 $ Interest earned received $ 3, 344 $ 1, 171 Supplemental disclosure of noncash activities Operating lease right- of- use assets obtained in exchange for operating lease liabilities $ Noncash financing activities Warrant liability reclassification to equity $ — $ Issuance of convertible preferred stock upon Merger $ — $ 5, 452 Conversion of convertible preferred stock into common stock upon Merger $ — $ 83, 302 Issuance of common stock upon Merger $ — $ 97, 982 1. Organization and Basis of PresentationViracta Therapeutics, Inc. (" Viracta, " the " Company, " or the " combined company "), formerly known as Sunesis Pharmaceuticals, Inc., was incorporated in the state of Delaware in February 1998 and is based in San Diego, California. Viracta is a clinical- stage, precision oncology company , focused on the development treatment and prevention of new medicines targeting virus- associated cancers that impact patients worldwide . Viracta' s lead product candidate is an all- oral combination therapy of its proprietary investigational drug, nanatinostat and the antiviral agent valganciclovir (collectively referred to as " Nana- val "). Nana- val is currently being investigated in multiple ongoing clinical trials, including NAVAL- 1, a pivotal, global, multicenter, open- label Phase 2 basket trial for the treatment of multiple subtypes of relapsed / refractory (" R / R ") Epstein- Barr virus- positive (" EBV ") lymphoma, as well as a multinational, open- label Phase 1b / 2 trial for the treatment of EBV recurrent or metastatic nasopharyngeal carcinoma (" R / M NPC ") and other EBV solid tumors. Viracta' s development pipeline also includes vecabrutinib, a clinical- stage non- covalent ITK / BTK inhibitor and VRx- 510 (formerly SNS- 510), a preclinical- stage PDK- 1 inhibitor. Viracta is evaluating future development and collaboration opportunities for vecabrutinib in combination with chimeric antigen receptor (" CAR ") T- cell therapies and VRx- 510 in multiple oncology and other indications. Merger Transaction between Private Viracta Therapeutics, Inc. and

Sunesis Pharmaceuticals, Inc. and Name ChangeOn November 29, 2020, the Company, then operating as Sunesis Pharmaceuticals, Inc., entered into an agreement and plan of merger and reorganization (the " Merger Agreement ") with privately- held Viracta Therapeutics, Inc. (" Private Viracta ") and Sol Merger Sub, Inc., a wholly- owned subsidiary of the Company (" Merger Sub "). On February 24, 2021, **the** transactions contemplated by the Merger Agreement were completed, and Merger Sub merged into Private Viracta, with Private Viracta ~~as~~ surviving the merger as a wholly owned subsidiary of the Company (the " Merger "). Sunesis changed its name to Viracta Therapeutics, Inc. On February 25, 2021, the combined company' s common stock began trading on The Nasdaq Global Select Market under the ticker symbol " VIRX ". Except as otherwise indicated, references herein to " Viracta, " the " Company, " or the " combined company **,** " ~~,~~refer to Viracta Therapeutics, Inc. on a post- Merger basis, and the term " Private Viracta " refers to the business of privately- held Viracta Therapeutics, Inc., prior to the completion of the Merger. References to " Sunesis " refer to Sunesis Pharmaceuticals, Inc. prior to completion of the Merger. ~~Pursuant to the terms of the Merger Agreement, each outstanding share of Private Viracta common stock outstanding immediately prior to the closing of the Merger was converted into approximately 0. 1119 shares of Company common stock (the " Exchange Ratio "), after taking into account the Reverse Stock Split, as defined below. Immediately prior to the closing of the Merger, all shares of Private Viracta preferred stock then outstanding were exchanged into shares of common stock of Private Viracta. In addition, all outstanding options exercisable for common stock of Private Viracta and warrants exercisable for capital stock of Private Viracta became options and warrants exercisable for the same number of shares of common stock of the Company multiplied by the Exchange Ratio at an exercise price equal to the pre- Merger price divided by the Exchange Ratio. Immediately following the Merger, stockholders of Private Viracta owned approximately 86 % of the outstanding common stock of the combined company. This transaction was accounted for as a reverse asset acquisition in accordance with generally accepted accounting principles in the United States of America (" GAAP "), as Viracta was considered to be acquiring Sunesis and the Merger was accounted for as an asset acquisition, even though Sunesis was the legal acquirer and the issuer of the common stock in the Merger. This determination was primarily based on the facts that, immediately following the Merger: (i) Private Viracta' s stockholders owned a substantial majority of the voting rights in the combined company, (ii) Private Viracta designated a majority of the members of the initial board of directors of the combined company, and (iii) Private Viracta' s senior management holds all key positions in the senior management of the combined company. As a result, as of the closing date of the Merger, the net assets of Sunesis were recorded at their acquisition- date relative fair values in the accompanying consolidated financial statements of the Company and the reported operating results prior to the Merger are those of Private Viracta. To determine the accounting for this transaction under GAAP, a company must assess whether an integrated set of assets and activities should be accounted for as an acquisition of a business or an asset acquisition. The guidance required an initial screen test to determine if substantially all of the fair value of the gross assets acquired was concentrated in a single asset or group of similar assets. The initial screen test was not met as there was no single asset or group of similar assets for Sunesis that represented a significant majority in this acquisition. However, at the time of the closing of the Merger, Sunesis did not have processes or an organized workforce that significantly contributed to its ability to create outputs, and substantially all of its fair value was concentrated in cash, working capital, and in- process research and development (" IPR & D "). As such, the acquisition was treated as an asset acquisition. F- 104 Concurrent with the execution of the Merger Agreement, Private Viracta entered into an agreement for the sale of common stock in a private placement, which was completed immediately prior to the close of the Merger and resulted in gross proceeds of approximately $ 65. 0 million. In connection with the closing of the Merger and the concurrent private placement of common stock, the holders of the Company' s preferred stock waived their right to exchange their shares into any class of the Company' s stock other than common stock. On February 24, 2021, in connection with, and prior to the completion of, the Merger, the Company effected a 3. 5- for- one reverse stock split of its then outstanding common stock (the " Reverse Stock Split "). The par value and the authorized shares of the common stock were not adjusted as a result of the Reverse Stock Split. Unless otherwise noted herein, references to share and per- share amounts give retroactive effect to the Reverse Stock Split and the Exchange Ratio which was effectuated upon the Merger.~~ Liquidity and ~~RisksAs~~ **Capital ResourcesAs** of December 31, ~~2022~~ **2023** , the Company has devoted substantially all of its efforts to product development and has not realized product sales revenues from its planned principal operations. The Company has a limited operating history, and the sales and income potential of the Company' s business and market are unproven. The Company has experienced net losses since its inception and, as of December 31, ~~2022~~ **2023** , had an accumulated deficit of $ ~~214~~ **265** . 9 million. The Company expects to continue to incur net losses **and operating cash outflows** for at least the next several years. A successful transition to attaining profitable operations is dependent upon achieving a level of revenues adequate to support the Company' s cost structure. ~~If~~ **Based on** the Company **' s current financial position and business plan ~~is unable to generate revenues adequate to support its cost structure~~** , the Company will need to raise additional ~~equity~~ **capital** through the issuance of its common stock, through other equity or debt financings or through collaborations or partnerships with other companies **, to fund its continued operations. The Company may be unable to raise additional funds or to enter into such agreements or arrangements on favorable terms, or at all. If the Company is unable to raise capital or enter into such agreements as and when needed, it may have to significantly delay, scale back or discontinue the development or commercialization of one or more of its product candidates** . As of December 31, ~~2022~~ **2023** , the Company had cash, cash equivalents and short- term investments of approximately $ ~~91~~ **53** . ~~0~~ **7** million and working capital of $ ~~83~~ **16** . ~~7~~ **6** million ~~. As of the date of filing this Annual Report on Form 10- K, the Company has access to and control over all its cash, cash equivalents and short- term investments, notwithstanding the closure of SVB (see Note 11)~~ . On November 4, 2021, the Company entered into a loan and security agreement with Silicon Valley Bank **, now a division of First- Citizens Bank and Trust Company** (" SVB ") **,** and Oxford Finance LLC (" Oxford "), collectively referred to as " Lenders, " for up to $ 50. 0 million, with $ 5. 0 million refinanced at the time of entering into the agreement and $ 45. 0 million available under certain circumstances, as amended August 26, 2022. The second tranche of $ 20. 0 million was drawn by the Company on December 29, 2022 ~~and~~ **. The**

availability of the ~~third~~ **additional** tranche of $ 25. 0 million ~~remains~~ **, previously** available **under certain conditions, expired on December 31, 2023** ~~at the Company' s request subject to Lenders' discretion (see Note 6)~~. Based on the Company' s current financial position and business plan, management believes that its existing cash, cash equivalents and short- term investments ~~will~~ **may not** be sufficient to fund the Company' s planned operations for at least twelve months from the issuance date of these consolidated financial statements. ~~accounts of the Company and its wholly- owned subsidiaries and have been prepared in accordance with GAAP.All intercompany balances and transactions have been eliminated upon consolidation.~~ Concentrations of Credit RiskFinancial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash,cash equivalents and short- term investments.The Company maintains deposits in federally insured financial institutions in excess of federally insured limits.The Company has not experienced any losses in such accounts and believes it is not exposed to significant risk on its cash,cash equivalents and short- term investments **.Cash and Cash EquivalentsThe Company considers all highly liquid investments with an original maturity from the date of purchase of three months or less to be cash equivalents.** Viracta uses third party contract labs and facilities for the manufacture and testing of drug substance, drug product, and clinical trial material while providing internal oversight on technical development, quality and regulatory compliance. This outsourcing model allows Viracta to maintain a flexible infrastructure and capital efficiency while focusing its expertise on developing its products. For the year ended December 31, **2023, the Company had one contract lab that provided 23. 9 % of total third- party services. For the year ended December 31,** 2022, the Company had two contract labs that provided 23. 2 % of total third- party services. For the year ended December 31,..... eliminated upon consolidation. F- 105 Use of EstimatesThe preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of expenses during the reporting period. Actual results could differ materially from those estimates **. Cash and Cash EquivalentsThe Company considers all highly liquid investments with an original maturity from the date of purchase of three months or less to be cash equivalents** . Short- Term InvestmentsShort- term investments are marketable securities with maturities greater than three months from date of purchase that are specifically identified to fund current operations. These investments are classified as current assets, even though the stated maturity date may be one year or more beyond the current balance sheet date, which reflects management' s intention to use the proceeds from sales of these securities to fund our operations, as necessary. The cost of short- term investments is adjusted for amortization of premiums or accretion of discounts to maturity, and such amortization or accretion is included in interest income. Dividend and interest income is recognized as interest income on the statements of operations and comprehensive loss when earned. Short- term investments are classified as available- for- sale securities and carried at fair value with unrealized gains and non- credit related losses recorded in other comprehensive income (loss) and included as a separate component of stockholders' equity. Realized gains and losses from the sale of available- for- sale securities are determined on a specific identification basis and included in interest income on the consolidated statements of operations and comprehensive loss. Allowance for Credit ~~LossesFor~~ -- **LossesF- 105 For** available- for- sale securities in an unrealized loss position, we first assess whether we intend to sell, or if it is more likely than not that we will be required to sell, the security before recovery of its amortized cost basis. If either of the criteria regarding intent or requirement to sell is met, the security' s amortized cost basis is written down to fair value through earnings. For available- for- sale securities that do not meet the aforementioned criteria, we evaluate whether the decline in fair value has resulted from credit losses or other factors. In making this assessment, we consider the severity of the impairment, any changes in interest rates, market conditions, changes to the underlying credit ratings and forecasted recovery, among other factors. The credit- related portion of unrealized losses, and any subsequent improvements, are recorded in interest income through an allowance account. Any impairment that has not been recorded through an allowance for credit losses is included in other comprehensive income (loss) on the statements of operations and comprehensive loss. We elected the practical expedient to exclude the applicable accrued interest from both the fair value and amortized costs basis of our available- for- sale securities for purposes of identifying and measuring an impairment. Accrued interest receivable on available- for- sale securities is recorded within prepaid expenses and other current assets on our consolidated balance sheets. Our accounting policy is to not measure an allowance for credit loss for accrued interest receivable and to write- off any uncollectible accrued interest receivable as a reversal of interest income in a timely manner, which we consider to be in the period in which we determine the accrued interest will not be collected by us. Concentrations of Credit RiskFinancial instruments that potentially..... or less to be cash equivalents. Property and EquipmentProperty and equipment, which consisted of office equipment, were stated at cost and depreciated over the estimated useful lives of the assets (three to five years) using the straight- line method. Leasehold improvements were amortized over the shorter of their estimated useful lives or the lease term. **Capitalized Software Implementation CostsThe Company capitalizes certain implementation costs incurred related to cloud computing arrangements that are service contracts. Such costs are amortized on a straight- line basis over the term of the associated hosting arrangement plus any reasonably certain renewal period. Any capitalized amounts related to such arrangements are recorded within prepaid expenses and other current assets and within property and equipment, net on the Company' s balance sheets.** ~~LeasesF~~ **LeasesThe** ~~- 106 The~~ Company classifies leases as either operating or finance leases at inception and as necessary at modification. Leased assets represent the Company' s right to use an underlying asset for the lease term and lease liabilities represent its obligation to make lease payments arising from the lease. The Company does not obtain and control its right to use the identified asset until the lease commencement date. Operating leases are included in operating lease right- of- use (" ROU ") assets, and operating lease liabilities on the Company' s balance sheets. Operating lease ROU assets and liabilities are recognized at lease commencement date based on the present value of lease payments over the lease term. When readily determinable, the Company uses the rate implicit in the lease to discount lease payments; however, when the rate is not readily determinable, the Company uses the incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. The incremental borrowing

rate is the rate of interest that the Company would have to pay to borrow an amount equal to the lease payments on a collateralized basis over a similar term and in a similar economic environment. The operating lease ROU asset also includes any initial direct costs, lease payments made prior to lease commencement, and lease incentives received. Variable lease payments are expensed as incurred and are not included within the ROU asset and lease liability calculation. The Company' s lease terms are the noncancelable period and may include options to extend the lease when it is reasonably certain that it will exercise that option. Lease cost for lease payments is recognized on a straight- line basis over the lease term. The Company does not separate lease and non- lease components. The Company does not recognize ROU assets and lease liabilities for short- term leases, which have a lease term of twelve months or less and do not include an option to purchase the underlying asset that the Company is reasonably certain to exercise. Lease cost for short- term leases is recognized on a straight- line basis over the lease term. Revenue RecognitionRevenue is recognized when control of the promised goods or services is transferred to the Company' s customers in an amount that reflects the consideration the Company expects to receive from its customers in exchange for those goods and services. This process involves identifying the contract with a customer, determining the performance obligations in the contract, determining the transaction price, allocating the contract price to the distinct performance obligations in the contract, and recognizing revenue when or as the Company satisfies the performance obligation (s). **F- 106** At contract inception, the Company assesses the goods and services promised within each contract and assesses whether each promised good or service is distinct and determines that those are performance obligations. A performance obligation is considered distinct from other obligations in a contract when it provides a benefit to the customer either on its own or together with other resources that are readily available to the customer and is separately identified in the contract. The Company considers factors such as the research, manufacturing and commercialization capabilities of the collaboration partner and the availability of the associated expertise in the general marketplace. The Company considers a performance obligation satisfied once the Company has transferred control of a good or service to the customer, meaning the customer has the ability to use and obtain the benefit of the good or service. The Company recognizes revenue for satisfied performance obligations only when the Company determines there are no uncertainties regarding payment terms or transfer of control. Collaborative ArrangementsThe Company evaluates collaboration arrangements to determine whether units of account within the collaboration arrangement exhibit the characteristics of a vendor and customer relationship. For arrangements and units of account where a customer relationship exists, the Company applies the revenue recognition guidance. The Company enters into collaborative arrangements with partners that may include payment to the Company of one or more of the following: (i) license fees; (ii) payments related to the achievement of developmental, regulatory, or commercial milestones; and (iii) royalties on net sales of licensed products. If a contract has multiple performance obligations, the Company allocates the transaction price to each distinct performance obligation in an amount that reflects the consideration the Company is entitled to receive in exchange for satisfying each distinct performance obligation. For each distinct performance obligation, revenue is recognized when (or as) the Company transfers control of the product or the service applicable to such performance obligation. The Company evaluates each performance obligation to determine if it can be satisfied at a point in time or over time. In addition, variable consideration must be evaluated to determine if it is constrained and, therefore, excluded from the transaction price. License FeesIf a license to the Company' s intellectual property is determined to be distinct from the other performance obligations identified in the arrangement, the Company recognizes revenues from upfront fees allocated to the license when the license is transferred to the licensee and the licensee is able to use and benefit from the license. ~~F- 107~~ Milestone PaymentsAt the inception of each arrangement that includes milestone payments (variable consideration), the Company evaluates whether the milestones are considered probable of being reached and estimates the amount to be included in the transaction price. If it is probable that a milestone event would occur at the inception of the arrangement, the associated milestone value is included in the transaction price. Milestone payments that are not within the Company' s control, such as regulatory approvals, are generally not considered probable of being achieved until those approvals are received. The transaction price is then allocated to each performance obligation on a relative stand- alone selling price basis, for which the Company recognizes revenue as or when the performance obligations under the contract are satisfied. At the end of each reporting period, the Company evaluates the probability of achievement of such milestones and any related constraint (s), and if necessary, may adjust the Company' s estimate of the overall transaction price. To date, the Company has not recognized any milestone revenue resulting from its collaborative arrangements. RoyaltiesFor arrangements that include sales- based royalties, including milestone payments based on the level of sales, the Company recognizes revenue when the related sales occur. To date, the Company has not recognized any royalty revenue resulting from its collaborative arrangements. Clinical Trial and Contracts AccrualsThe Company accrues clinical trial costs based on work performed. In determining the amount to accrue, the Company relies on estimates of total costs incurred based on enrollment, the completion of clinical trials and other events. The Company follows this method because it believes reasonably dependable estimates of the costs applicable to various stages of a clinical trial can be made. However, the actual costs and timing of clinical trials are ~~highly~~ uncertain, subject to risks and may change depending on a number of factors. Differences between the actual clinical trial costs and the estimated clinical trial costs that have been accrued in any prior period are recognized in the subsequent period in which the actual costs become known. Historically, estimated accrued expenses have approximated actual expenses incurred; however, material differences could occur in the future. **F- 107** Research and Development ExpensesResearch and development costs are expensed as incurred. These costs consist primarily of salaries and other personnel- related expenses, including share- based compensation, facility- related expenses, contract manufacturing costs and services performed by clinical research organizations, research institutions, and other outside service providers. The Company makes estimates of its accrued expenses as of each balance sheet date in the consolidated financial statements based on facts and circumstances known to us at that time. If the actual timing of the performance of services or the level of effort varies from the estimate, the Company will adjust the accrual accordingly. This process involves reviewing contracts and purchase orders, reviewing the terms of vendor agreements, communicating with applicable personnel to identify services that

have been performed on the Company' s behalf and estimating the level of service performed and the associated cost incurred for the services when it has not yet been invoiced or otherwise notified of actual cost. The majority of the Company' s service providers invoice monthly in arrears for services performed. Income TaxesIncome taxes are accounted for under the asset and liability method. This approach requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of the differences between the tax basis of assets or liabilities and their carrying amounts in the consolidated financial statements using the enacted tax rates and laws that are anticipated to be in effect when the differences are expected to reverse. The Company provides a valuation allowance against net deferred tax assets if it is more likely than not that these items will either expire before the Company is able to realize their benefit or if future deductibility is uncertain. In accordance with the accounting standards for uncertain tax positions, the Company evaluates the recognition threshold and measurement attribute criteria for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. Share- Based CompensationThe Company accounts for share- based compensation expense related to stock options granted to employees, members of the board of directors, and outside consultants by estimating the fair value of each stock option on the date of grant or modification date using the Black- Scholes option pricing model. The Company accounts for restricted stock units (“ RSUs ”) by determining the fair value of each ~~F- 108~~ restricted stock unit based on the closing market price of the common stock on the date of grant or modification date. The Company recognizes share- based compensation on a straight- line basis over the requisite service period of the stock- based award, and forfeitures are recognized as they occur. The estimate of fair value for share- based compensation for stock options requires management to make estimates and judgments about, among other things, employee exercise behavior and volatility of the Company’ s common stock. The judgments directly affect the amount of compensation expense that will be recognized. Segment ReportingOperating segments are identified as components of an enterprise about which separate discrete financial information is used in making decisions regarding resource allocation and assessing performance. To date, the Company has viewed its operations and managed its business as one segment operating in the United States. All long- lived assets were located in the United States at December 31, ~~2022~~ **2023** and December 31, ~~2021~~ **2022** . ~~InvestmentsThe~~ **Fair Value MeasurementsThe** Company invests in available- for- sale securities consisting of money market funds, commercial paper, corporate debt securities, U. S. Treasury securities and U. S. agency bonds. Available- for- sale securities are classified as either cash, cash equivalents or short- term investments on the Company' s consolidated balance sheets. The following table summarizes, by major security type, the Company' s cash equivalents and short- term investments that are measured at fair value on a recurring basis **as of December 31, 2023 and December 31, 2022** , in thousands: **F- 108 December 31, 2023 Maturities (years) Amortized Cost Unrealized Gains Unrealized Losses Fair Value Cash equivalents: Money market funds 1 or less $ 9, 535 $ — $ — $ 9, 535 Commercial paper 1 or less — — Total cash equivalents 10, 034 — — 10, 034 Short- term investments: U. S. Treasury securities 2 or less 11, 371 — 11, 379 Commercial paper 1 or less 14, 931 — 14, 941 Corporate debt securities 2 or less 3, 796 — 3, 800 U. S. Agency bonds 1 or less 11, 267 — (13) 11, 254 Total short- term investments 41, 365 (13) 41, 374 Total $ 51, 399 $ $ (13) $ 51, 408** December 31, 2022 Maturities (years) Amortized Cost Unrealized Gains Unrealized Losses Fair Value Cash equivalents: Money market funds 1 or less $ 15, 492 $ — $ — $ 15, 492 Total cash equivalents 15, 492 — — 15, 492 Short- term investments: U. S. Treasury securities 1 or less 19, 785 — (109) 19, 676 Commercial paper 1 or less 27, 739 — (34) 27, 705 Corporate debt securities 2 or less 1, 872 — — 1, 872 U. S. Agency bonds 2 or less 5, 052 — (35) 5, 017 Total short- term investments 54, 448 — (178) 54, 270 Total $ 69, 940 $ — $ (178) $ 69, 762 The Company has classified investments with remaining maturity at purchase of more than three months and remaining maturities of one year or less as short- term investments. The Company has also classified investments with remaining maturities of greater than one year as short- term investments, which reflects management' s intention to use the proceeds from sales of these securities to fund operations, as necessary. As of December 31, ~~2022~~ **2023** , the unrealized losses for available- for- sale investments were primarily due to changes in interest rates and not due to increased credit risks associated with specific securities. The Company does not currently intend to sell the investments before recovery of their amortized cost basis, which may be at the time of maturity. As of December 31, ~~2022~~ **2023** , no allowance for credit losses was recorded and the Company did not recognize any impairment losses related to investments. ~~As of December 31, 2022, none~~ **None** of the short- term investments were in a continuous unrealized loss position for a period greater than 12 months **as of December 31, 2023 and December 31, 2022** . Accrued interest receivable on available- for- sale securities was $ 0. 1 million at **December 31, 2023 and** December 31, 2022. We have not written off any accrued interest receivables for the ~~year~~ **years** ended December 31, **2023 and** 2022. **The** ~~Fair Value MeasurementsThe accounting guidance defines~~ fair value ~~, establishes a consistent framework for measuring~~ **of financial instruments is classified into one of the following categories based upon the lowest level of input that is significant to the** fair value ~~and expands disclosure for each major asset and liability category measured at fair value on either a recurring or non- recurring basis. Fair value is defined as an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market- based~~ measurement ~~that should be determined based on assumptions that market participants would use in pricing an asset or liability. As a basis for considering such assumptions, the accounting guidance establishes a three- tier fair value hierarchy, which prioritizes the inputs used in measuring fair value as follows~~ : ~~F- 109~~ Level 1: Observable inputs such as quoted prices in active markets. Level 2: Inputs, other than the quoted prices in active markets that are observable either directly or indirectly. Level 3: Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions. The carrying amounts of the Company’ s cash and cash equivalents, prepaid expenses, accounts payable and accrued liabilities approximate fair values for these financial instruments due to their short maturities. ~~Available~~ **F - 109** ~~for- sale securities consist of U. S. Treasury securities, which are measured at fair value using Level 1 inputs and commercial paper, corporate debt securities, and U. S. Agency bonds, which is measured at fair value using Level 2 inputs. The Company determines the fair value of Level 2 related securities with the aid of valuations~~

~~provided by third parties using proprietary valuation models and analytical tools. These valuation models and analytical tools use market pricing or prices for similar instruments that are both objective and publicly available, including matrix pricing or reported trades, benchmark yields, broker / dealer quotes, issuer spreads, two- sided markets, benchmark securities, bids and / or offers.~~ Below is a summary of assets, including cash equivalents and short- term investments, measured at fair value as of December 31, **2023 and December 31,** 2022, in thousands. **Fair Value Measurements Using December 31, 2023 Level 1 Level 2 Cash equivalents: Money market funds $ 9, 535 $ 9, 535 $ — Commercial paper — Total cash equivalents 10, 034 9, 535 Short- term investments: U. S. Treasury securities 11, 379 11, 379 — Commercial paper 14, 941 — 14, 941 Corporate debt securities 3, 800 — 3, 800 U. S. Agency bonds 11, 254 — 11, 254 Total short- term investments 41, 374 11, 379 29, 995 Total $ 51, 408 $ 20, 914 $ 30, 494** Fair Value Measurements Using December 31, 2022 Level 1 Level 2 Cash equivalents: Money market funds $ 15, 492 $ 15, 492 $ — Total cash equivalents 15, 492 15, 492 **—** Short- term investments: U. S. Treasury securities 19, 676 19, 676 — Commercial paper 27, 705 — 27, 705 Corporate debt securities 1, 872 — 1, 872 U. S. Agency bonds 5, 017 — 5, 017 Total short- term investments 54, 270 19, 676 34, 594 Total $ 69, 762 $ 35, 168 $ 34, 594 ~~The money market funds, classified as cash equivalents, are Level 1 and had an amortized cost and estimated fair value of $ 14. 9 million as of December 31, 2021. The preferred stock warrant liability, a level 3 fair value measurement, was zero at December 31, 2021, due to the reclassification to equity at the closing of the Merger.~~ The Company had no liabilities measured at fair value on a recurring basis as of December 31, ~~2022~~ **2023** and December 31, ~~2021~~ **2022** . ~~Preferred Stock Warrant LiabilityThe assumptions used in the Black- Scholes option pricing model to determine the fair value of the preferred stock warrant liability were as follows: February 24, 2021 (date ofMerger close) Expected volatility 90. 2 % Risk- free interest rate 1. 38 % Expected dividend yield 0 % Expected term 9. 3 years Fair value per share of preferred stock $ 17. 15 F- 110 The following table provides a reconciliation of the preferred stock warrant liability measured at fair value using Level 3 significant unobservable inputs (in thousands): Preferred Stock WarrantLiability Balance at December 31, 2020 $ Change in fair value of preferred stock warrant liability Reclassification to equity (396) Balance at December 31, 2021 $ ——~~ Net Loss Per ShareBasic loss per common share is computed by dividing net loss by the weighted average number of common shares and warrants to purchase common stock for nominal consideration outstanding during the period. Diluted loss per common share is computed by dividing net loss by the weighted average number of common shares outstanding, plus the impact of common shares, if dilutive, resulting from outstanding common stock equivalents. For all periods presented, there is no difference in the number of shares used to compute basic and diluted shares outstanding due to the Company' s net loss position. The following securities are excluded from the calculation of weighted average dilutive common shares because their inclusion would have been anti- dilutive: December 31, Shares issuable upon conversion of preferred stock 292, 799 292, 799 Common stock options and RSUs outstanding **9, 596, 644** 7, 751, 573 ~~4, 797, 240~~ ESPP shares pending issuance **21, 212** 11, 718 **—** Warrants to purchase common stock 23, 100 23, 100 Total excluded securities **9, 933, 755** 8, 079, 190 ~~5, 113, 139~~ Recently ~~Adopted~~ **Issued** Accounting PronouncementsIn ~~June 2016~~ **December 2023** , the FASB issued ASU No. ~~2016~~ **2023** - ~~13~~ **09** , **Income Taxes** ~~Measurement of Credit Losses on Financial Instruments, which will require a reporting entity to use a new forward- looking impairment model for most financial assets that generally will result in the earlier recognition of allowances for losses. For available- for- sale debt securities with unrealized losses, credit losses will be recognized as allowances rather than as reductions in amortized cost. Entities will apply the guidance as a cumulative- effect adjustment to retained earnings as of the beginning of the first reporting period in which the guidance is adopted. In April 2019, the FASB issued ASU 2019- 04, Codification Improvements to Topic 326, Financial Instruments — Credit Losses, Topic 815, Derivatives and Hedging, and Topic 825, Financial Instruments, to increase stakeholders' awareness of the amendments and to expedite improvements to the Codification. In May 2019, the FASB issued ASU 2019- 05, Financial Instruments — Credit Losses, Topic 326, providing an option to irrevocably elect the fair value option for certain financial assets previously measured at amortized cost basis. These ASUs do not change the core principle of the guidance in ASU 2016- 13. Instead, these amendments are intended to clarify and improve operability of certain topics. In November 2019, FASB issued ASU 2019- 10, Financial Instruments — Credit Losses~~ (Topic **740** ~~326), Derivatives and Hedging (Topic 815), and Leases (Topic 842~~): ~~Effective Dates~~ **Improvements to Income Tax Disclosures, which is intended to enhance the transparency** and **decision usefulness of income tax disclosures, primarily related to the rate reconciliation F- 110 and income taxes paid. This** ASU **is** ~~2019- 11, Codification Improvements to Topic 326, Financial Instruments — Credit Losses, which defers the~~ effective ~~dates of the new credit losses standard for all entities except SEC filers that are not smaller reporting companies to fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. The standard and other related subsequently issued ASUs will be effective for the Company~~ for annual periods beginning after December 15, ~~2022~~ **2024** , ~~with~~ **and may be adopted on a prospective or retrospective basis.** ~~early~~ **Early** adoption **is** permitted. The Company ~~has adopted~~ **is currently evaluating the impact** this **standard will have** ~~pronouncement in the third quarter of 2022 with no material impact~~ on its consolidated financial statements. ~~Recently Issued Accounting PronouncementsFrom time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board or other standard setting bodies that the Company will adopt as of the specified effective date. The Company has evaluated recently issued accounting pronouncements and as a result, based on the Company' s preliminary assessment, do not believe any will have a material impact on the consolidated financial statements or related footnote disclosures. F- 111~~ 3. Collaboration and License **AgreementsImmunityBio** ~~AgreementsShenzhen Salubris Pharmaceuticals Co. Ltd. License AgreementOn November 30, 2018, the Company entered into a License Agreement (the " Salubris Agreement ") with Shenzhen Salubris Pharmaceutical Co. Ltd., (" Salubris "), pursuant to which the Company granted an exclusive, royalty- bearing license, with the right to grant sublicenses to Salubris to research, develop, use, make, have made, sell, offer for sale, have sold, import, and otherwise commercialize nanatinostat in combination with an antiviral drug such as valganciclovir in the Republic of China, excluding Hong Kong, Macau, and Taiwan. On August 19, 2021, the Company, through its wholly- owned subsidiary, Viracta Subsidiary, Inc., entered into a Mutual Termination Agreement with Salubris, effective August 20, 2021 (the " Termination Agreement "),~~

pursuant to which the parties agreed to terminate the Salubris Agreement. Under the terms of the Termination Agreement, the Company paid Salubris a payment in the amount of $ 4. 0 million on the effective date of the Termination Agreement, and all licenses granted by the Company to Salubris automatically terminated. The Company recorded the $ 4. 0 million payment as purchased and acquired in- process research and development in the statement of operations and comprehensive loss for the year ended December 31, 2021. ImmunityBio License AgreementOn May 1, 2017, the Company entered into a License Agreement (the " NK Agreement ") with ImmunityBio, Inc., formerly NantKwest, Inc. (" ImmunityBio ") whereby the Company granted an exclusive worldwide license to ImmunityBio and its affiliates to develop and commercialize nanatinostat for use in combination with NK cell immunotherapies. ImmunityBio will be responsible for conducting all necessary studies, including safety studies and clinical trials necessary in connection with seeking regulatory approvals to market the product in any territory. If ImmunityBio requires nanatinostat, the Company has the right to manufacture nanatinostat to be sold as part of a therapeutic product utilizing nanatinostat at a transfer price related to Viracta' s cost to ImmunityBio. In accordance with the NK Agreement, the Company is also eligible to receive up to a total of $ 100. 0 million in milestone payments, with respect to the licensed products. The Company is eligible to earn tiered royalties on net sales of licensed products by ImmunityBio, its affiliates or sublicensees, ranging from the low to mid- single digits. The Company has recognized no revenue from milestones (variable consideration), which are fully constrained, or royalties to date. Unless earlier terminated, the NK Agreement will continue until the expiration of all applicable royalty terms on a product- by- product and country- by- country basis. There are no performance, cancellation, termination, or refund provisions in the arrangement that contain material financial consequences to the Company. 4. Financial Statement DetailsAccrued ExpensesAccrued expenses consist of the following (in thousands): December 31, December 31, Accrued payroll and benefits $ 2, 961 $ 1, 695 Accrued clinical trial and contract expenses 3, 562 3, 380 Accrued professional services and expenses Other accrued expenses Total accrued expenses $ 7, 193 $ 5, 802 Other IncomePursuant to the CARES Act, eligible employers are entitled to a refundable tax credit, the Employee Retention Credit (the" ERC"), equal to 50 % of qualified wages paid to employees between March 13, 2020 and December 31, 2020, up to a maximum of $ 5, 000 credit per employee. In December 2020, Congress expanded and amended the CARES Act by enacting Public Law 116- 260. Per this amendment to the CARES Act, eligible employers are entitled to a refundable tax credit equal to 70 % of qualified wages paid to employees between January 1, 2021 and June 30, 2021, up to a maximum of $ 10, 000 of wages per employee per quarter, with a maximum of $ 7, 000 credit per employee per quarter. Congress further extended the ERC with the American Rescue Plan signed into law on March 11, 2021, which extended the credit for the period July 1, 2021 to December 31, 2021. However, on November 15, 2021, the Infrastructure Investment and Jobs Act redacted the credit for the fourth quarter of 2021. F- 112 For the year ended December 31, 2022, the Company recognized $ 0. 8 million in other income for the ERC, after determining that the amount was both estimable and reasonably assured. The corresponding receivable was recorded within other current assets on the Company' s consolidated balance sheet. 5. XOMA TransactionIn December 2019, the Company entered into a license agreement with **Day One Biopharmaceuticals, Inc. (" Day One," formerly known as** DOT Therapeutics- 1, **Inc.** LLC (" DOT- 1 ") to grant **Day One** DOT- 1 a worldwide, exclusive license of DAY101. The **Day One** DOT- 1 license agreement includes up to $ 57. 0 million in potential pre- commercialization, event- based milestone payments and royalty payments on future sales of DAY101, when and if approved and commercialized, $ 3. 0 million of which was received by the Company prior to the XOMA Transaction. Also in December 2019, the Company entered into an agreement to license vosaroxin to Denovo Biopharma LLC, which includes up to $ 57. 0 million in potential regulatory and commercial milestones, and double- digit royalties on future sales of vosaroxin, when and if approved and commercialized. The potential milestone and royalty payments related to DAY101 and vosaroxin were sold in the XOMA Transaction **, defined below** . On March 22, 2021, the Company entered into a Royalty Purchase Agreement with XOMA (US) LLC (" XOMA "), in which XOMA purchased the potential future milestones and royalties associated with existing licenses relating to two clinical- stage product candidates, DAY101 and vosaroxin, which were obtained in the Merger (the " XOMA Transaction "). The Company received, and recorded as a gain in the statement of operations and comprehensive loss **for the period** , an upfront payment of $ 13. 5 million, and **retained** may receive up to $ 20. 0 million in a pre- commercialization, event- based milestone. **For** The upfront payment is nonrefundable, there -- **the** are no clawback provisions **years ended December 31** , **2023** and **2022,** the Company has no significant involvement or obligations going forward related to potential future milestones and royalties. The Company has recognized no income **pursuant to this** from the pre- commercialization, event- based milestone to date **. 4. Financial Statement DetailsPrepaid Expenses and Other Current AssetsPrepaid expenses and other current assets consist of the following (in thousands): December 31, December 31, Prepaid expenses $ $ ERC receivable Prepaid insurance Current deposits Accrued interest receivable Other — Total prepaid expenses and other current assets $ 1, 273 $ 2, 704 F- 111 For the year ended December 31, 2022, the Company recorded the $ 0. 8 million receivable for the Employee Retention Credit (the" ERC"), after determining that the amount was both estimable and reasonably assured of collection. As of December 31, 2023, $ 0** . 6 **million of the ERC receivable had been received. Accrued ExpensesAccrued expenses consist of the following (in thousands): December 31, December 31, Accrued payroll and benefits $ 3, 374 $ 2, 961 Accrued clinical trial and contract expenses 6, 456 3, 562 Accrued professional services and expenses Other accrued expenses Total accrued expenses $ 10, 376 $ 7, 193 5** . DebtLoan AgreementOn November 4, 2021, the Company entered into a loan and security agreement, as amended August 26, 2022 (the " SVB- Oxford Loan Facility ") with Silicon Valley Bank (" SVB ") and Oxford Finance, LLC for up to $ 50. 0 million . In connection with entering into the SVB- Oxford Loan Facility, the Company and SVB agreed to terminate the Company' s prior $ 15. 0 million loan and security agreement with SVB . The existing $ 5. 0 million debt balance from the Company' s previous credit facility with SVB was replaced under this SVB- Oxford Loan Facility. The SVB- Oxford Loan Facility was accounted for as a modification based on the effect of changes in terms from the original SVB loan agreement. Under the terms of the SVB- Oxford Loan Facility, the remaining $ 45. 0 million was available in two additional tranches of $ 20. 0 million and $ 25. 0 million under certain

circumstances, and the Company was under no obligation to draw funds in the future. The second tranche of $ 20. 0 million was drawn by the Company on December 29, 2022. The ~~third~~ **availability of the additional** tranche of $ 25. 0 million ~~remains~~ **, previously** available **under certain conditions, expired on December 31, 2023** ~~at the Company' s request subject to the Lenders' discretion~~ . The loan will be due on the scheduled maturity date of November 1, 2026 (the " Maturity Date "). In accordance with the original terms of the SVB- Oxford Loan Facility, repayment of the loan is interest only through December 31, 2023, and if evidence of positive Phase 1 (b) data in the EBV solid tumor trial sufficient to advance into Phase 2 is delivered to the Lenders and confirmed by the Company' s board of directors prior to December 31, 2023 (the " Milestone "), the interest- only period would be extended through December 31, 2024. ~~This~~ **As the Milestone was not met as of December 31, 2023, the** period of interest only will be followed by 35 equal monthly payments of principal plus accrued interest commencing on January 1, 2024, ~~or if~~ **subject to a Second Amendment to** the **SVB- Oxford Loan Facility entered** ~~Milestone is achieved, the period of interest only will be followed by 23 equal monthly payments of principal plus accrued interest commencing~~ on ~~January~~ **March** 1, ~~2025~~ **2024 , as further described in Note 9** . The per annum interest rate for any outstanding loan is equal to the greater of (i) 8. 15 % and (ii) the sum of (a) the Prime Rate, as reported in The Wall Street Journal on the last business day of the month that immediately precedes the month in which the interest will accrue, plus (b) 4. 90 %. As of December 31, ~~2022~~ **2023** , the per annum interest rate was ~~11~~ **13** . ~~90~~ **40** %. In addition, a final payment of 5. 0 % of the amount of the loan drawn will be due on the earlier of the Maturity Date, acceleration of the loan, or prepayment of the loan. The final payment is being accrued through interest expense using the effective interest method. ~~If the Company elects to prepay the loan, a prepayment fee equal to 1 % or 2 % of the then outstanding principal balance will also be due, depending upon when the prepayment occurs.~~ The Company is subject to customary affirmative and restrictive covenants under the SVB- Oxford Loan Facility **which** ~~. The Company' s obligations under the SVB- Oxford Loan Facility are secured by a first priority security interest in substantially all of its current and future assets, other than the Company' s intellectual property. The Company has also agreed not to encumber its intellectual property assets, except as permitted by the SVB- Oxford Loan Facility.~~ ~~The SVB- Oxford Loan Facility~~ also contains customary indemnification obligations and customary events of default, including ~~, among other things, the Company' s failure to fulfill certain obligations under the SVB- Oxford Loan Facility and the occurrence of~~ a material adverse change **clause** ~~in the Company' s business, operations, or condition (financial or otherwise), a material impairment of the F- 113 prospect of repayment of any portion of the loan, or a material impairment in the perfection or priority of Lender' s lien in the collateral or in the value of such collateral~~ . In the event of default by the Company under the SVB- Oxford Loan Facility, the Lender would be entitled to exercise their remedies thereunder, including the right to accelerate the debt, upon which the Company may be required to repay all amounts then outstanding under the SVB- Oxford Loan Facility. As of December 31, ~~2022~~ **2023** , the Company ~~was~~ **is** in compliance with all **nonfinancial and** financial covenants under the SVB- Oxford Loan Facility and there ~~had~~ **has** been no material adverse change. The debt issuance costs are being accounted for as a debt discount. The debt discount is being amortized as interest expense over the term of the loan using the effective interest method. The carrying value of the debt approximates the fair value (Level 2) as of December 31, ~~2022~~ **2023** . **F- 112** The following table summarizes future principal payments ~~(in thousands)~~ **, including the final payment,** under the terms of the SVB- Oxford Loan Facility **as of December 31, 2023 (in thousands)** : Years Ending December 31, $ ~~—~~ 8, 571 8, 571 7, 858 ~~Thereafter —~~ Total future principal payments 25, 000 **Final payment** Unamortized discount (123) Total, net $ **25,** ~~24~~ **274** ~~, 877 Paycheck Protection Program Loan On April 24, 2020, Viracta received loan proceeds of $ 0. 3 million from First Republic Bank, as lender, pursuant to the Payment Protection Program (" PPP ") of the CARES Act (the " PPP Loan "). The maturity date of the PPP Loan was April 23, 2022, with a per annum interest rate of 1. 0 %. The PPP Loan was evidenced by a promissory note dated April 23, 2020, which contained customary events of default relating to, among other things, payment defaults and breaches of representations and warranties. The PPP Loan could have been prepaid by the Company at any time prior to maturity with no prepayment penalties. All or a portion of the PPP Loan was potentially eligible for forgiveness by the U. S. Small Business Administration (" SBA ") upon the Company' s application and upon documentation of expenditures in accordance with the SBA requirements. Under the CARES Act and PPP Flexibility Act, loan forgiveness was available for the sum of documented payroll costs, covered mortgage interest, covered rent payments and covered utilities during the 24- week period beginning on the date of loan disbursement. In the event the PPP Loan, or any portion thereof, was forgiven pursuant to the PPP, the amount forgiven would be applied to outstanding principal and would include accrued interest. The Company used all proceeds from the PPP Loan to retain employees, maintain payroll and make lease and utility payments, and sought forgiveness in accordance with the program in late 2020. In June 2021, the Company received notification from the SBA that the Company' s Forgiveness Application of the PPP Loan and accrued interest, totaling $ 0. 3 million, was approved in full and the Company had no further obligations related to the PPP Loan. Accordingly, the Company recorded a gain on the forgiveness of the PPP Loan for the year ended December 31, 2021. 7. MergerThe Merger, which closed on February 24, 2021, was accounted for as a reverse asset acquisition pursuant to Topic 805, Business Combinations, as substantially all of its fair value was concentrated in cash, working capital, and IPR & D. As the IPR & D assets had no alternative future use, the fair value attributable to these assets was recorded as acquired IPR & D in the Company' s consolidated statements of operations for the year ended December 31, 2021. The estimated fair value of total consideration given was $ 103. 4 million based on 5, 173, 772 shares of Sunesis common stock and 10, 248 shares of Sunesis convertible preferred stock (or 292, 799 Sunesis common shares on an as- converted basis) outstanding immediately prior to the merger date. The number of outstanding common stock and preferred stock on an as- converted basis was multiplied by the Sunesis closing common stock price of $ 18. 62 on the date of the merger, plus transaction costs of $ 1. 6 million, to determine the estimated fair value of total consideration. F- 114 The allocation of the purchase price is as follows (in thousands): Net assets acquired (1) $ 18, 956 Acquired IPR & D (2) 84, 478 Purchase price $ 103, 434 (1) Net assets acquired (in thousands): Cash and cash equivalents $ 17, 143 Prepaid expenses and other assets 3, 768 Accounts payable and accrued liabilities (1, 955) Net assets acquired $ 18, 956 (2) Represents the research~~

~~and development projects of Sunesis which were in- process, but not yet completed. Current accounting standards require that the fair value of IPR & D projects acquired in an asset acquisition with no alternative future use be allocated a portion of the consideration transferred and charged to expense on the acquisition date. The acquired IPR & D assets did not have outputs or employees. 8~~ . Stockholders' EquityCommon StockThe total number of shares of common stock of Viracta outstanding as of December 31, ~~2022~~ **2023** and December 31, ~~2021~~ **2022** was **39, 093, 509 and** 38, 345, 140 ~~and 37, 424, 863~~ , respectively ~~. Concurrent FinancingOn February 24, 2021, immediately prior to the closing of the Merger, the Company completed the February 2021 private placement offering of an aggregate of 12, 012, 369 shares of common stock for gross proceeds of $ 65. 0 million and incurred fees and other offering costs of approximately $ 2. 7 million~~ . Sales AgreementOn May 28, 2021, the Company entered into an Open Market Sale AgreementSM (the " Sale Agreement ") with Jefferies LLC (the " Sales Agent "), under which the Company may offer and sell up to $ 50. 0 million shares (the " Shares ") of its common stock, par value $ 0. 0001 per share (" Common Stock "), from time to time through the Sales Agent. The sales and issuances, if any, of the Shares by the Company under the Sale Agreement will be pursuant to the Company' s registration statement on Form S- 3 (the " Registration Statement "), filed with the SEC on May 28, 2021 and declared effective by the SEC on June 4, 2021. **The Company is currently eligible to sell securities under Form S- 3 only if and to the extent the aggregate market value of securities sold pursuant to General Instruction I. B. 6 of Form S- 3 during the twelve- month period immediately prior to, and including, the date of any such sale, does not exceed one- third of the aggregate market value of the Company' s common stock held by non- affiliates (as determined by General Instruction I. B. 6 of Form S- 3), and the Company will remain subject to such limitation for so long as the aggregate market value of its common stock held by non- affiliates is less than $ 75 million (as determined by General Instruction I. B. 6 of Form S- 3). As such, the Company will be limited in its ability to access additional funding from the sale of securities under Form S- 3.** Sales, if any, of the Shares pursuant to the Sale Agreement may be made in negotiated transactions or transactions that are deemed to be " at the market offerings " as defined in Rule 415 (a) (4) promulgated under the Securities Act of 1933, as amended, including sales made directly on The Nasdaq Stock Market, or sales made into any other existing trading market for the Common Stock. The Sales Agent is not required to sell any specific amount of securities, but will act as the Company' s sales agent using commercially reasonable efforts to sell the Shares from time to time, consistent with its normal trading and sales practices, applicable state and federal laws, rules and regulations and the rules of The Nasdaq Stock Market, based upon instructions from the Company (including any price, time or size limits or other customary parameters or conditions the Company may impose). ~~During~~ **For** the year ended December 31, ~~2022~~ **2023** , the Company sold ~~564~~ **371** , ~~125~~ **675** shares of its common stock pursuant to the Sales Agreement at a weighted average price per share of $ **0. 83 for $ 0. 3 million, net of commissions. For the year ended December 31, 2022, the Company sold 564, 125 shares of its common stock pursuant to the Sale Agreement at a weighted average price per share of $** 4. 26 for $ 2. 3 million, net of commissions **. As of December 31, 2023, the Company had approximately $ 47. 3 million available under the Sale Agreement** . Convertible Preferred StockIn connection with the Merger, all of the outstanding shares of Private Viracta' s convertible preferred stock were converted into 18, 811, 552 shares of the Company' s common stock. With the Merger, the Company obtained 10, 000, 000 shares of authorized preferred stock available for future issuance in one or more series. Upon issuance, the Company can determine the rights, preferences, privileges and restrictions thereof. These rights, preference and privileges could include dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences, sinking ~~F- 115~~ fund terms and the number of shares constituting any series or the designation of such series, any or all of which may be greater than the rights of common stock. There were 10, 248 shares of this preferred stock outstanding as of December 31, **2023 and** 2022 ~~and 2021~~ , of which 1, 915 shares were Series E Stock and 8, 333 shares were Series F Stock. **F- 113** The Series E Stock and Series F Stock are non- voting Series E and Series F Convertible Preferred Stock at a stated price of $ 500 and $ 600 per share, respectively. Each share of non- voting Series E Stock and Series F Stock is convertible at a conversion ratio equal to the stated price divided by the conversion price, which is $ 17. 50 per share and $ 21. 00 per share, respectively, provided that conversion will be prohibited if, as a result, the holder and its affiliates would own more than 9. 98 % of the total number of shares of common stock then outstanding. In the event of the Company' s liquidation, dissolution, or winding up, holders of Series E and Series F Stock will receive a payment before any proceeds are distributed to the holders of Common Stock. Shares of Series E and Series F Stock will generally have no voting rights, except as required by law and except that the consent of holders of a majority of this outstanding Series E Stock will be required to amend the terms of the Series E and Series F Stock. Shares of the Series E and Series F Stock will not be entitled to receive any dividends, unless and until specifically declared by the Company' s board of directors, and will rank: • senior to all of the Company' s Common Stock; • senior to any class or series of the Company' s capital stock hereafter created specifically ranking by its terms junior to the Series E and Series F Stock; • on parity with any class or series of the Company' s capital stock hereafter created specifically ranking by its terms on parity with the Series E and Series F Stock; and • junior to any class or series of the Company' s capital stock hereafter created specifically ranking by its terms senior to the Series E and Series F Stock; in each case, as to distributions of assets upon the Company' s liquidation, dissolution or winding up whether voluntarily or involuntarily. WarrantsConcurrent with the issuance of convertible promissory notes in 2018, the Company issued to the note investors warrants to purchase 250, 323 shares of Viracta Common Stock (the " Common Warrants "). The Common Warrants' exercise price was $ 0. 09 per share. Unless previously exercised, the Common Warrants will expire on the seven- year anniversary of the date of issuance. As of December 31, ~~2022~~ **2023** , Common Warrants to purchase 86, 209 shares of Viracta Common Stock remain unexercised. These shares have been included in the weighted average shares outstanding for both basic and diluted earnings per share for the years ended December 31, **2023 and** 2022 ~~and 2021~~ , as their exercise price is for nominal consideration. In July 2020, the Company issued warrants exercisable for 206, 440 pre- merger shares of Series E preferred stock, at a pre- merger exercise price of $ 0. 6055 per share, to Silicon Valley Bank in conjunction with the Company' s entry into the **original** SVB ~~Loan~~ **loan** ~~Agreement~~ **agreement** (the " Lender Warrants "). Upon completion of the Merger, the Lender

Warrants became exercisable for 23, 100 shares of common stock at an exercise price of $ 5. 42 per share. The Lender Warrants will expire on July 30, 2030. Common Stock Reserved for Future IssuanceCommon stock reserved for future issuance are as follows in common equivalent shares: December 31, December 31, Conversion of preferred stock 292, 799 292, 799 Common stock warrants 109, 309 109, 309 Stock options issued and outstanding for all plans **9, 349, 791** 7, 268, 291 ~~4, 051, 572~~ RSUs outstanding **246, 853** 483, 282 ~~745, 668~~ Authorized for future option grants **723, 977** 1, 114, 248 ~~1, 169, 523~~ Common stock authorized for the ESPP **658, 955** 449, 671 ~~60, 948~~ Total **11, 381, 684** 9, 717, 600 ~~6, 429, 819~~ Equity Incentive PlansIn January 2017, the Company adopted the Viracta Therapeutics, Inc. 2016 Equity Incentive Plan (the " 2016 Plan "), which permitted stock option and restricted stock unit grants to employees, members of the board of directors, and outside consultants. The Plan allowed for grants of incentive stock options with exercise prices of at least 100 % of the fair market value of Viracta' s common stock, ~~F- 116~~ nonqualified options with exercise prices of at least 85 % of the fair market value of the Company' s common stock, restricted stock, and restricted stock units. All stock options granted under the 2016 Plan have a ten- year life and generally vest over zero to four years. In connection with the closing of the Merger, no further awards will be made under the 2016 Plan but the 2016 Plan will continue to govern the terms and conditions of the outstanding awards previously granted under the 2016 Plan. **F- 114** At the time of the close of the Merger, the Company adopted the Viracta Therapeutics, Inc. 2021 Equity Incentive Plan (the " 2021 Plan "), which also permits stock options and restricted stock unit grants to employees, members of the board of directors, and outside consultants. The maximum number of shares of the Company' s common stock available for issuance under the 2021 Plan equals the sum of (a) 2, 628, 571 shares; (b) any shares of common stock of the Company which are subject to awards under the Sunesis 2011 Equity Incentive Plan (the " Sunesis 2011 Plan ") or the 2016 Plan as of the effective date of the 2021 Plan which become available for issuance under the 2021 Plan after such date in accordance with its terms; and (c) an annual increase on the first day of each calendar year beginning with January 1 of the calendar year following the effectiveness of the 2021 Plan and ending with the last January 1 during the initial ten year term of the 2021 Plan. This annual increase would be equal to the lesser of (i) 3, 771, 428 shares, (ii) five percent of the number of shares of the Company' s common stock outstanding (on an as- converted basis) on the final day of the immediately preceding calendar year, and (iii) such number of shares of the Company' s common stock as determined by the Company' s board of directors. The 2021 Plan allows for grants of incentive stock options with exercise prices of at least 100 % of the fair market value of Viracta' s common stock, nonqualified options with exercise prices of at least 100 % of the fair market value of the Company' s common stock, restricted stock, and restricted stock units. All stock options granted to date have a ten- year life and generally vest over zero to four years. Additionally, in connection with the closing of the Merger, no further awards will be made under the Sunesis 2011 Plan. As of December 31, ~~2022~~ **2023**, **no** ~~67, 540 fully~~ vested options remain outstanding under the Sunesis 2011 Plan ~~with a weighted average exercise price of $ 30. 22 per share~~. The share- based compensation recorded in the accompanying consolidated statements of operations for the years ended December 31, **2023 and** 2022 ~~and 2021~~ is presented below (in thousands): Year Ended December 31, Research and development $ 2, ~~782~~ **574** $ 2, ~~122~~ **782** General and administrative **5, 075** 10, 766 ~~3, 420~~ Total $ **7, 649 $** 13, 548 ~~$ 5, 542~~ On June 30, 2021, the Company adopted the 2021 Inducement Equity Incentive Plan (the " 2021 Inducement Plan ") and reserved 1, 000, 000 shares for future grant under the 2021 Inducement Plan. In September 2022, the Board of Directors approved an increase to the 2021 Inducement Plan by 1, 375, 000 shares, resulting in a new authorized total of 2, 375, 000 shares of common stock. As of December 31, ~~2022~~ **2023**, there were **zero** ~~235, 000~~ shares available for issuance under the 2021 Inducement Plan. Stock OptionsThe Company recorded share- based compensation related to stock options of $ **7. 3 million and $** 11. 2 ~~million and $ 4. 8~~ million for the years ended December 31, **2023 and** 2022 ~~and 2021~~, respectively. Share- based compensation related to stock options for the year ended December 31, 2022, included a $ 4. 0 million non- recurring, non- cash expense associated with modifications to certain stock awards pursuant to the terms of a separation agreement with the Company' s former Chief Executive Officer ~~in September 2022~~. Fair value is determined on the date of grant for options. Compensation expense is recognized over the requisite service period based on the fair value of the options. The fair value of stock options is estimated using the Black- Scholes model with the assumptions disclosed in the following table, excluding the former Chief Executive Officer option modifications: Year Ended December 31, Risk free interest rate **3. 37 %- 4. 39 %** 1. 82 %- 3. 97 ~~% 0. 66 %- 1. 33~~ % Expected option term 5. ~~5~~ **8** - 6. 3 years 5. ~~8~~ **5** - 6. 3 yearsExpected volatility of common stock **86. 9 %- 92. 1 %** 82. 7 %- 86 ~~. 2 % 84. 15 %- 90~~. 2 % Expected dividend yield 0. 0 % 0. 0 % ~~F- 117~~ The fair value of the former Chief Executive Officer option modifications **in 2022** was estimated using the Black- Scholes model with the assumptions disclosed in the following table: Risk free interest rate 3. 63 %- 3. 82 % Expected option term 3. 6- 6 yearsExpected volatility of common stock 85. 2 %- 91. 4 % Expected dividend yield 0. 0 % **F- 115** Due to the Company' s limited historical exercise behavior, the expected term of stock option grants is based on the simplified method, which is an average of the contractual term of the option and its vesting period. The expected term of the option modification was determined as the average between the remaining vesting period and the remaining contractual life of the options. The expected volatility of stock options is based upon the historical volatility of a number of publicly traded companies in similar stages of clinical development. The risk- free interest rate is based on the average yield of U. S. Treasury Bills appropriate for the expected term of the stock option grants. The Company has not historically paid cash dividends and does not anticipate declaring dividends in the future. As of December 31, ~~2022~~ **2023**, unrecognized compensation expense related to unvested options granted totaled $ ~~16~~ **10**. ~~2~~ **9** million. The expense is expected to be recognized over a weighted- average period of 2. ~~8~~ **2** years. A summary of the stock option activity under the **plans** ~~2016 Plan and the 2021 Plan~~ during the period ended December 31, ~~2022~~ **2023** is presented below (in thousands except for per share and weighted average term): Number ofShares WeightedAverageExercisePrice WeightedAverageRemainingContractualTerm (Years) Aggregate Intrinsic Value Outstanding at December 31, **2022 7,** ~~2021~~ **201 $ 5. 57 8. 8 $ Granted** 3, **176** ~~964 $ 7. 33 8. 9~~ $ 1 ~~, 973 Granted 3, 882 $ 3~~. ~~79~~ **55** Exercised (~~105~~ **17**) $ ~~1~~ **0**. ~~24~~ **90** $ —Cancelled (~~540~~ **1, 010**) $ ~~6~~ **4**. ~~54~~ **32** Outstanding at December 31, ~~2022~~ **2023** ~~7~~ **9**, ~~201~~ **350** $ ~~5~~ **4**. ~~57~~ **35** 8. ~~8~~ **3** $ ~~Outstanding at December 31, 2022 (Sunesis 2011 Plan) $ 30. 22 3. 0 $ —~~Vested and exercisable at December

31, ~~2022~~ **2023** ~~2~~ **4** , ~~247~~ **348** $ ~~6~~ **5** . ~~80~~ **32** 7. ~~9~~ **7** $ — Outstanding and expected to vest as of December 31, ~~2022~~ **2023** ~~7~~ **9** , ~~201~~ **350** $ ~~5~~ **4** . ~~57~~ **35** 8. ~~8~~ **3** $ Aggregate intrinsic values are based upon a common stock price of $ **0. 57 and $** 1. 46 ~~and $ 3. 65~~ at December 31, **2023 and** 2022 ~~and 2021~~, respectively, and the contractual exercise price on a pre- tax basis. The weighted average grant date fair value per share of employee stock options granted during the years ended December 31, **2023 and** 2022 ~~and 2021~~ was $ **1. 17 and $** 2. 80 ~~and $ 6. 25~~, respectively. Restricted Stock UnitsThe Company recorded share- based compensation related to RSUs of $ ~~2~~ **0** . 2 million and $ ~~0~~ **2** . ~~7~~ **2** million for the years ended December 31, **2023 and** 2022 ~~and 2021~~, respectively. Share- based compensation related to RSUs for the year ended December 31, 2022, included a $ 1. 6 million non- recurring, non- cash expense associated with modifications to certain RSUs pursuant to the terms of a separation agreement with the Company' s former Chief Executive Officer ~~in September 2022~~. The closing stock price on the modification date was used to estimate the fair value of the former Chief Executive Officer' s unvested RSUs. For RSU equity awards, the grant date fair value is estimated using the closing stock price on the date of grant. Compensation expense is recognized over the requisite service period based on the fair value of the RSUs. ~~F- 118~~ A summary of the restricted stock unit activity under the plans during the period ended December 31, ~~2022~~ **2023** is presented below (in thousands except for per share and weighted average term): RSUs Weighted AverageGrant Date Fair Valueper Share WeightedAverageRemainingContractualTerm (Years) Outstanding at December 31, ~~2021~~ **2022** $ ~~4. 22~~ 3. ~~4~~ **83 1. 3** Granted — — Vested (~~198~~ **185**) $ ~~3~~ **4** . ~~94~~ **06** Cancelled (~~64~~ **51**) $ 8. ~~01~~ **16** Outstanding at December 31, ~~2022~~ **2023** $ 3. ~~83 1~~ **58 0** . ~~3~~ **8 F- 116** As of December 31, ~~2022~~ **2023** , unrecognized compensation expense related to unvested RSUs totaled $ 0. ~~6~~ **3** million. The expense is expected to be recognized over a weighted- average period of ~~2~~ **1** . 4 years. Employee Stock Purchase ~~PlanThe~~ **PlanIn June 2022, the** Company adopted the ~~2011~~ **2022** Employee Stock Purchase Plan (the " ~~2011~~ **2022** ESPP ") ~~as part of the Merger~~. The ~~2011~~ **2022** ESPP permits eligible employees to purchase common stock at a discount through payroll deductions during defined offering periods. Eligible employees can purchase shares of the Company' s common stock at 85 % of the lower of the fair market value of the common stock at (i) the beginning of a ~~12- month offering period, or (ii) at the end of one of the two related 6- month purchase periods. No participant in the 2011 ESPP may be issued or transferred shares of common stock value at more than $ 25, 000 per calendar year. No shares were purchased under the 2011 ESPP for the year ending December 31, 2021. In June 2022, the Company adopted the 2022 Employee Stock Purchase Plan (the " 2022 ESPP "). The 2022 ESPP permits eligible employees to purchase common stock at a discount through payroll deductions during defined offering periods. Eligible employees can purchase shares of the Company' s common stock at 85 % of the lower of the fair market value of the common stock at (i) the beginning of a~~ 6- month offering period, or (ii) at the end of the 6- month offering period. No participant in the 2022 ESPP may be issued or transferred shares of common stock valued at more than $ 25, 000 per calendar year. In conjunction with the adoption of the 2022 ESPP, the previous 2011 Employee Stock Purchase Plan was terminated. As of December 31, ~~2022~~ **2023** , there were ~~50~~ **224** , ~~329~~ **496** shares issued, and ~~449~~ **658** , ~~671~~ **955** shares are available for future issuance under the 2022 ESPP. The Company recorded share- based compensation related to the 2022 ESPP of $ 0. 1 million for the ~~year~~ **years** ended December 31, **2023 and** 2022. **7** ~~There was no expense the year ended December 31, 2021. 9~~ . Commitments and ~~Contingencies~~ **ContingenciesLeasesIn** ~~LeasesIn~~ June 2020, the Company amended the existing office leases to enter into a noncancelable operating lease to extend the lease terms through August 2023 with a renewal option for an additional year (" Amended Lease ") **. In February 2023, the Company exercised the option for a one- year extension of the Amended Lease, extending the lease term from August 2023 to August 2024** . The Amended Lease monthly base rent will increase approximately 4 % annually from $ 20, 019 to $ ~~21~~ **22** , ~~444~~ **195** over the life of the lease, including utilities and other operating costs. Upon the execution of the **one- year extension on the** Amended Lease, the Company recorded an **additional** operating lease right- of- use (" ROU ") asset and corresponding lease liability for $ 0. ~~7~~ **2** million. In August 2020, the Company entered into an additional noncancelable operating lease agreement for certain office space with a lease term from August 2020 through August 2023 with a renewal option for an additional year (" New Lease "). **In February 2023, the Company exercised the option for a one- year extension of the New Lease, extending the lease term from August 2023 to August 2024.** The New Lease also includes a buyout option to terminate the lease prior to its expiration with at least one month' s prior written notice and a one- time payment equal to four months' rent. The New Lease monthly base rent ~~will~~ **includes annual** ~~increase~~ **increases** ~~approximately~~ **that range between** 4 % to 9 % from $ 12, 462 to $ 14, ~~033~~ **524** over the life of the lease, including utilities and other operating costs. In connection with the execution of the **one- year extension on the** New Lease, the Company recorded an **additional** operating lease ROU asset and corresponding lease liability for $ 0. ~~4~~ **2** million. The following table summarizes future minimum payments under the Company' s operating leases as of December 31, ~~2022~~ **2023** (in thousands): ~~F- 119 Years~~ **Year** Ending December 31, $ ~~Thereafter~~ —Total lease payments Less: imputed interest (~~6~~ **12**) Total operating lease liabilities $ Total lease expense **was $ 0. 4 million** for the years ended December 31, **2023 and** 2022 ~~and 2021 was $ 0. 4 million and $ 0. 6 million, respectively~~. At December 31, ~~2022~~ **2023** , the Company had remaining current lease liabilities of approximately $ 0. 3 **million** and operating lease ROU assets of $ 0. 3 **million** . Other supplemental cash flow information consisted of the following: Year EndedDecember 31, Cash paid for amounts included in the measurement of operating lease liabilities $ 0. 4 $ 0. ~~5~~ **4 F- 117** Other supplemental information, as of December 31, **2023 and** 2022, consisted of the following: **Year EndedDecember 31,** Weighted- average discount rate **14. 8 %** 8. 0 % Weighted- average remaining lease term (in years) 0. 7 **0** ~~There were no new or amended lease arrangements executed in 2022 or 2021~~ . **7** IndemnificationsAs permitted under Delaware law, the Company indemnifies its officers, directors, and employees for certain events and occurrences while the officer, or director is, or was, serving at the Company' s request in such capacity. ~~10~~ **8** . Income TaxesAs a result of the Company' s significant operating loss carryforwards and the corresponding valuation allowance, no income tax provision / benefit has been recorded as of December 31, **2023 and** 2022 ~~and 2021~~. Significant components of the Company' s deferred tax assets and liabilities as of December 31, **2023 and** 2022 ~~and 2021~~ are detailed below (in thousands). Year Ended December 31, Deferred tax assets: Federal and state net operating loss carryforwards $ **45, 942 $** 41, 179 ~~$ 37, 319~~ Federal and California research and development credit

carryforwards **11, 987** 9, 058 ~~6, 674~~ Share- based compensation expense **2, 297** 1, 899 Capitalized 59 (e) Expenses and Amortization 3, **274 3,** 829 ~~4, 804~~ Section 174 Capitalized R & D Expenditures **9, 717** 4, 768 —— Other, net Total deferred tax assets **73, 274** 60, 785 ~~49, 605~~ ROU asset (~~56~~ **58**) (~~134~~ **56**) Total deferred tax liabilities (~~56~~ **58**) (~~134~~ **56**) Net deferred tax asset **73, 216** 60, 729 ~~49, 471~~ Valuation allowance (~~60~~ **73** , ~~729~~ **216**) (~~49~~ **60** , ~~471~~ **729**) Net deferred tax liability $ — $ — ~~F- 120~~ The Company' s effective income tax rate differs from the statutory federal rate of 21 % for the years ended December 31, **2023 and** 2022 ~~and 2021~~ due to the following: Year Ended December 31, % % Federal statutory rate State tax benefit, net of federal benefit — — Valuation allowance (~~23~~ **25**) (~~9~~ **23**) General business credits ~~Acquired IPR & D — (21)~~ Other (~~3~~ **2**) (~~1~~ **3**) Effective income tax rate — — At December 31, ~~2022~~ **2023** , the Company had federal and state net operating loss carryforwards of $ ~~165~~ **188** . ~~5~~ **2** million and $ 106. 6 million, respectively. The federal loss carryforwards begin to expire in 2027, unless previously utilized, and the state carryforwards begin to expire in 2030. Included in the federal loss carryforwards are $ ~~125~~ **147** . ~~2~~ **9** million of losses that are not subject to expiration. The Company also has federal and state research credit carryforwards of $ 1. 5 million and $ 2. ~~3~~ **7** million, respectively. Additionally **,** the Company has Orphan Drug Credit carryforwards of $ ~~10~~ **13** . ~~1~~ **6** million. The federal research credit carryforwards will begin expiring in 2027, unless previously utilized. The state research credit will carry forward indefinitely. The change in the valuation allowance is an increase of $ **12. 5 million and $** 11. 3 ~~million and $ 24. 6~~ million for the years ended December 31, ~~2022~~ **2023** and December 31, ~~2021~~ **2022** , respectively. **F- 118** Pursuant to Internal Revenue Code (" IRC ") Sections 382 and 383, annual use of the Company' s net operating loss and research and development credit carryforwards may be limited in the event a cumulative change in ownership of more than 50 % occurs within a three- year period. The Company has not completed an IRC Section 382 / 383 analysis regarding the limitation of net operating loss and research and development credit carryforwards. Due to the existence of the valuation allowance, future changes in the Company' s unrecognized tax benefits will not impact the Company' s effective tax rate. The Company' s ability to use its remaining net operating loss and tax credit carryforwards may be further limited if the Company experiences a Section 382 ownership change in connection with future changes in its stock ownership. In accordance with authoritative guidance, the impact of an uncertain income tax position is recognized at the largest amount that is " more likely than not " to be sustained upon audit by the relevant taxing authority. An uncertain tax position will not be recognized if it has less than a 50 % likelihood of being sustained. The following table summarizes the activity related to the Company' s unrecognized tax benefits (in thousands): Year Ended December 31, Gross unrecognized tax benefits at the beginning of the year $ **5, 781 $** 4, 962 ~~$ 3, 971~~ Additions based on tax positions related to the current year Reductions for tax positions of prior years — (65) —— Gross unrecognized tax benefits at the end of the year $ **6, 779 $** 5, 781 ~~$ 4, 962~~ The Company does not expect that the unrecognized tax benefits will change within 12 months of this reporting date. Due to the existence of the valuation allowance, future changes in the Company' s unrecognized tax benefits will not impact the Company' s effective tax rate. The Company' s policy is to recognize interest and penalties related to income tax matters in income tax expense. For the year ended December 31, ~~2022~~ **2023** , the Company has not recognized any interest or penalties related to income taxes. The Company is subject to taxation in the U. S. and California. Due to the existence of net operating loss carryforwards, all tax periods from inception of the Company are open for examination by taxing authorities for all jurisdictions. The Company is not currently under examination by any tax authority. ~~11~~ **9** . Subsequent EventsOn March ~~10~~ **4** , ~~2023~~ **2024** , ~~SVB~~ **the Company entered into an Amendment No. 1 (the " Day One Amendment ") to the License Agreement for RAF, dated** ~~was~~ **as** ~~closed~~ **of December 16, 2019,** by **and between** the ~~California Department of Financial Protection~~ **Company and Day One Biopharmaceuticals, Inc., successor in interest to DOT Therapeutcs- 1, Inc., to monetize a pre- commercialization, event- based milestone for $ 5. 0 million to be received in March 2024, thereby reducing the milestone percentage under the agreement. On March 4, 2024, in connection with the entry into the Day One Amendment, the Company entered into** ~~and~~ - **an** ~~Innovation~~ **Amendment No. 1 to the Royalty Purchase Agreement , dated as March 22, 2021, by and between the Company and XOMA (US) LLC (See Note 3), modifying the economic value- share under the Royalty Purchase Agreement, by** which ~~appointed~~ the ~~Federal Deposit Insurance Corporation, or the FDIC, as receiver. The~~ Company has ~~been informed~~ **retained the right, under certain circumstances, to participate in a pre- commercialization, event- based milestone up to $ 5. 0 million. On March 1, 2024, the Company entered into a Second Amendment (the " Second Amendment ") to the Loan and Security Agreement** by **and among** the ~~Lenders under its SVB~~ **Company and Silicon Valley Bank, now a division of First** - **Citizens Bank and Trust Company, and** Oxford ~~Loan Facility that the future tranche under~~ **Finance LLC, dated November 4, 2021 (See Note 5), as previously amended, providing for a modification of** the loan ~~facility remains available subject to~~ **amortization period and a pro rata reduction in** the ~~Lenders' discretion on~~ **prospective debt amortization schedule, in exchange for a partial prepayment of** the ~~same F- 121~~ **term loan. Pursuant to the** terms ~~as set forth in the SVB- Oxford Loan Facility. As~~ of the **Second Amendment** ~~date of filing this Annual Report on Form 10- K~~ , the Company has **agreed** ~~full access~~ to ~~and control over all its cash~~ **remit a prepayment of $ 5. 0 million toward the outstanding principal** , ~~cash equivalents~~ **plus a pro rata portion of the final payment, by March 15, 2024. Under the terms of the Second Amendment, principal amortization will be deferred between March 2024** and ~~short~~ **June 2024, and during such time we will be required to make payments of interest** - **only. Principal amortization payments will recommence in July 2024, followed by 29 equal monthly payments of principal plus accrued interest through maturity. There were no changes to the maturity date of the** term ~~investments~~ **loan** . F- ~~122~~ **119** Index to ExhibitsExhibitNumber Description 2. 1 Agreement and Plan of Merger and Reorganization, dated November 29, 2020, by and among the Registrant, Sol Merger Sub, Inc. and Viracta Therapeutics, Inc., incorporated by reference to Exhibit 2. 1 of the Registrants Current Report on Form 8- K filed on November 30, 2020 3. 1 Amended and Restated Certificate of Incorporation of the Registrant, incorporated by reference to Exhibit 3. 1 of the Registrants Annual Report on Form 10- K / A filed on May 23, 2007 3. 2 Amended and Restated Bylaws of the Registrant, incorporated by reference to Exhibit 3. 2 of the Registrants Current Report on Form 8- K filed on December 11, 2007 3. 3 Certificate of Amendment to the Amended and Restated Certificate of Incorporation

of the Registrant, incorporated by reference to Exhibit 3. 4 of the Registrant' s filing on Form S- 8 filed on July 10, 2009 3. 4 Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant, incorporated by reference to Exhibit 3. 1 of the Registrant' s Current Report on Form 8- K filed on February 14, 2011 3. 5 Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant, incorporated by reference to Exhibit 3. 1 of the Registrant' s Current Report on Form 8- K filed on September 7, 2016 3. 6 Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant, incorporated by reference to Exhibit 3. 1 of the Registrant' s Current Report on Form 8- K filed on February 24, 2021 3. 7 Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant, incorporated by reference to Exhibit 3. 2 of the Registrant' s Current Report on Form 8- K filed on February 24, 2021 3. 8 Certificate of Validation of Certificate of Amendment to Amended and Restated Certificate of Incorporation of the Registrant, incorporated by reference to Exhibit 3. 11 of the Registrant' s Quarterly Report on Form 10- Q on August 8, 2018 3. 9 Amendment to Amended and Restated Bylaws of the Registrant, incorporated by reference to Exhibit 3. 1 of the Registrant' s Current Report on Form 8- K filed on November 30, 2020 3. 10 Certificate of Designation of Series F Convertible Preferred Stock of the Registrant, incorporated by reference to Exhibit 3. 1 of the Registrant' s Current Report on Form 8- K filed on July 12, 2019. 3. 11 Certificate of Designation of Series E Convertible Preferred Stock of the Registrant, incorporated by reference to Exhibit 3. 1 of the Registrant' s Current Report on Form 8- K filed on January 22, 2019. 4. 1 Description of Capital Stock, incorporated by reference to Exhibit 4. 1 of the Registrant' s Annual Report on Form 10- K filed on February 24, 2021 4. 2 Specimen Preferred Series E Stock Certificate, incorporated by reference to Exhibit 4. 1 of the Registrant' s Current Report on Form 8- K filed on January 22, 2019 4. 3 Specimen Preferred Series F Stock Certificate, incorporated by reference to Exhibit 4. 1 of the Registrant' s Current Report on Form 8- K filed on July 12, 2019 4. 4 Specimen Common Stock Certificate of the Registrant, incorporated by reference to Exhibit 4. 2 of the Registrant' s Annual Report on Form 10- K filed on March 29, 2011 10. 1 # Executive Employment Agreement between the Company and **Daniel Chevallard** ~~Ivor Royston, MD~~ , dated ~~May 31~~ **July 29** , ~~2017~~ **2019** , incorporated by reference to Exhibit 10. ~~18~~ **19** on the Registrant' s filing on Form S- 4 / A (File No. 333- 251567) on January 13, 2021 10. 2 # Executive Employment Agreement between the Company and ~~Daniel Chevallard~~ **Lisa Rojkjaer, MD** , dated ~~July 29~~ **as of February 26** , ~~2019~~ **2020** , incorporated by reference to Exhibit 10. ~~19~~ **20** on the Registrant' s filing on Form S- 4 / A (File No. 333- 251567) on January 13, 2021 10. 3 # **Viracta Therapeutics** ~~Executive Employment Agreement between the Company and Lisa Rojkjaer~~ , ~~MD~~ **Inc. 2016 Equity Incentive Plan** , ~~dated~~ as **amended** ~~of February 26~~ , ~~2020~~ **and forms of agreements thereunder** , incorporated by reference to Exhibit 10. ~~20~~ **21** on the Registrant' s filing on Form S- 4 / A (File No. 333- 251567) on January 13, 2021 10. 4 ~~# Viracta Therapeutics~~ **Loan and Security Agreement between the Company and Silicon Valley Bank** , **dated** ~~Inc. 2016 Equity Incentive Plan,~~ as ~~amended, and forms~~ of ~~agreements thereunder~~ **July 30, 2020** , incorporated by reference to Exhibit 10. ~~21~~ **22** on the Registrant' s filing on Form S- 4 / A (File No. 333- 251567) on January 13, 2021 10. 5 ~~Loan and Security Agreement~~ **Warrant to Purchase Preferred Stock** between the Company and Silicon Valley Bank, dated ~~as of~~ July 30, 2020, incorporated by reference to Exhibit 10. ~~22~~ **23** on the Registrant' s filing on Form S- 4 / A (File No. 333- 251567) on January 13, 2021 F- ~~12310~~ **12010** . 6 ~~Warrant to Purchase Preferred Stock~~ **Amended and Restated License Agreement** between the Company and **Boston University** ~~Silicon Valley Bank~~ , dated ~~July 30~~ **as of August 22** , ~~2020~~ **2018** , incorporated by reference to Exhibit 10. ~~23~~ **24** on the Registrant' s filing on Form S- 4 / A (File No. 333- 251567) on January 13, 2021 10. 7 ~~Amended and Restated~~ License Agreement between the Company and ~~Boston University~~ **NantKwest, Inc.** , dated as of ~~August 22~~ **May 1** , ~~2018~~ **2017 , and Amendment No. 1 thereto** , incorporated by reference to Exhibit 10. ~~24~~ **25** on the Registrant' s filing on Form S- 4 / A (File No. 333- 251567) on January 13, 2021 10. 8 **Lease** ~~License~~ Agreement between the Company and ~~NantKwest~~ **PLASTINO II** , ~~Inc.~~ **a limited partnership** , dated as of ~~May 1~~ **June 11** , **2020** ~~2017, and Amendment No. 1 thereto~~ , incorporated by reference to Exhibit 10. ~~25~~ **27** on the Registrant' s filing on Form S- 4 / A (File No. 333- 251567) on January 13, 2021 10. 9 **Lease** ~~Exclusive Collaboration and License~~ Agreement between the Company and **PLASTINOII, a limited partnership** ~~Salubris Pharmaceutical Co. Ltd.~~ , dated as of ~~November 30~~ **August 1** , ~~2018~~ **2020** , incorporated by reference to Exhibit 10. ~~26~~ **28** on the Registrant' s filing on Form S- 4 / A (File No. 333- 251567) on January 13, 2021 10. 10 ~~Lease Agreement between the Company and PLASTINO II, a limited partnership, dated as of June 11, 2020, incorporated by reference to Exhibit 10. 27 on the Registrant' s filing on Form S- 4 / A (File No. 333- 251567) on January 13, 2021 10. 11 Lease Agreement between the Company and PLASTINOII, a limited partnership, dated as of August 1, 2020, incorporated by reference to Exhibit 10. 28 on the Registrant' s filing on Form S- 4 / A (File No. 333- 251567) on January 13, 2021 10. 12~~ # Amended and Restated Outside Director Compensation Plan, incorporated by reference to Exhibit 10. ~~12~~ **2** on the Company' s Quarterly Report on Form 10- Q filed with the SEC on ~~May 13~~ **August 14** , ~~2021~~ **2023** 10. ~~13~~ **11** Royalty Purchase Agreement by and between the Registrant and XOMA (US) LLC, dated March 22, 2021, incorporated by reference to Exhibit 10. 13 on the Registrant' s Quarterly Report on Form 10- Q filed on May 13, 2021 10. ~~14~~ **12** # Sunesis Pharmaceuticals, Inc. 2011 Employee Stock Purchase Plan, incorporated by reference to Exhibit 99. 2 on the Registrant' s filing on Form S- 8 (File No. 333- 174732) on June 6, 2011 10. ~~15~~ **13** # Forms of Stock Option Grant Notice and Option Agreement under the 2011 Equity Incentive Plan, incorporated by reference to Exhibit 10. 57 on the Registrant' s Annual Report filed on Form 10- K with the SEC on March 14, 2012 10. ~~16~~ **14** # 2011 Equity Incentive Plan, as amended, incorporated by reference to Appendix A on the Registrant' s filing on form DEF 14A (File No. 000- 51531) on April 20, 2017 10. ~~17~~ **15** # Sunesis Pharmaceuticals, Inc. 2021 Equity Incentive Plan, incorporated by reference to ANNEX E on the Registrant' s filing on Form S- 4 / A (File No. 333- 251567) on January 13, 2021 10. ~~18~~ **16** Open Market Sale AgreementSM, dated May 28, 2021, by and between Viracta Therapeutics, Inc. and Jefferies LLC, incorporated by reference to the Registrant' s filing on Form S- 3 (333- 256647) on May 28, 2021 10. ~~19~~ **17** First Amendment to Loan and Security Agreement between Viracta Subsidiary, Inc. and Silicon Valley Bank, dated as of May 27, 2021, incorporated by reference to Exhibit 10. 2 on the Registrant' s Current Report on Form 8- K filed with the SEC on May 28, 2021 10. ~~20~~ **18** # 2021 Inducement Equity Incentive Plan and form of agreement thereunder, incorporated by reference to Exhibit 10. 3 on the Registrant' s Quarterly Report on Form 10- Q filed with

the SEC on August 12, 2021 10. ~~21~~ **19** # Amendment to Employment Agreement between Viracta Therapeutics, Inc. and **Daniel Chevallard** ~~Ivor Royston, M. D.~~ , dated August 12, 2021, incorporated by reference to Exhibit 10. ~~4~~ **5** on the Registrant' s Quarterly Report on Form 10- Q filed on August 8, 2021 10. ~~22~~ **20** # Amendment to Employment Agreement between Viracta Therapeutics, Inc. and ~~Daniel Chevallard~~ **Lisa Rojkjaer, M. D.** , dated August 12, 2021, incorporated by reference to ~~Exhibit~~ 10. ~~5~~ **6** on the Registrant' s Quarterly Report on Form 10- Q filed on August 8, 2021 10. ~~23 # Amendment to Employment~~ **21 Loan and Security** Agreement ~~between~~ **, dated November 4, 2021, by and among** Viracta Therapeutics, Inc. ~~and Lisa Rojkjaer~~ , **Viracta Subsidiary** ~~M. D.~~ , **Inc.** ~~dated August 12~~ , ~~2021~~ **Silicon Valley Bank and Oxford Finance LLC** , incorporated by reference to **Exhibit** 10. ~~6~~ **2** on the Registrant' s Quarterly Report on Form 10- Q filed on ~~August 8~~ **November 10** , 2021 10. **22 # Executive Incentive Compensation Plan** ~~24 Mutual Termination Agreement, dated August 20, 2021, by and between Viracta Subsidiary, Inc. and Shenzhen Salubris Pharmaceutical Co. Ltd.~~ , incorporated by reference to Exhibit 10. **28 on the Registrant' s Annual Report on Form 10- K filed on March 16, 2022 10. 23 # 2022 Employee Stock Purchase Plan, incorporated by reference to Exhibit 10.** 1 ~~of~~ **on** the Registrant' s Current Report on Form 8- K filed on ~~August 23~~ **June 8** , ~~2021~~ **2022** 10. ~~25~~ **24 First Amendment to** Loan and Security Agreement, dated ~~November 4~~ **August 26** , ~~2021~~ **2022** , by and among Viracta Therapeutics, Inc., Viracta Subsidiary, Inc., Silicon Valley Bank and Oxford Finance LLC, incorporated by reference to Exhibit 10. ~~2~~ **1** on the Registrant ~~'~~ **'** s Quarterly Report on Form 10- Q filed on November 10, ~~2021~~ **2022** 10. ~~26~~ **25** # Executive **Employment Agreement** ~~Incentive Compensation Plan~~ , ~~incorporated~~ **dated September 15, 2022,** by **and between** ~~reference to Exhibit 10. 28 on~~ the Registrant **and Mark Rothera** ~~' s Annual Report on Form 10- K filed on March 16, 2022 F- 12410. 27 # 2022 Employee Stock Purchase Plan~~ , incorporated by reference to Exhibit 10. 1 on the Registrant' s Current Report on Form 8- K filed on ~~June 8~~ **September 19** , 2022 10. **26 # Separation** ~~28 First Amendment to Loan and Security~~ Agreement, dated ~~August 26~~ **September 15** , 2022, by and **between the Registrant** ~~among Viracta Therapeutics, Inc., Viracta Subsidiary, Inc., Silicon Valley Bank~~ and **Ivor Royston** ~~Oxford Finance LLC~~ , incorporated by reference to Exhibit 10. **2 on the Registrant' s Current Report on Form 8- K filed on September 19, 2022 F- 12110. 27 Consulting Agreement, dated May 5, 2023, between the Registrant and Lisa Rojkjaer, M. D., incorporated by reference to Exhibit 10.** 1 **on the Registrant' s Current Report on Form 8- K filed on May 5, 2023 10. 28 # Executive Engagement Agreement, dated August 7, 2023, by and between the Company and Darrel P. Cohen, M. D., Ph. D., incorporated by reference to Exhibit 10. 2** on the Registrant' s Quarterly Report on Form 10- Q filed on November **9, 2023** 10 ~~, 2022 10~~ . 29 ~~# Executive Employment Agreement~~ **First Amendment to Lease by and between the Company and Plastino II, LP** , dated ~~September 15~~ **August 22** , ~~2022~~ **2023** ~~, by and between the Registrant and Mark Rothera~~ , incorporated by reference to Exhibit 10. 1 on the Registrant' s ~~Current~~ **Quarterly** Report on Form ~~8~~ **10** - ~~K~~ **Q** filed on ~~September 19~~ **November 9** , ~~2022~~ **2023** 10. 30 ~~# Separation~~ **License** Agreement **for RAF** , dated ~~September 15~~ **December 16** , ~~2022~~ **2019** , by and between the Registrant and ~~Ivor Royston~~ **Day One Biopharmaceuticals** , ~~incorporated~~ **Inc. 10. 31 Amendment No. 1 to License Agreement for RAF, dated March 4, 2024,** by ~~reference to Exhibit~~ **and between the Registrant and Day One Biopharmaceuticals, Inc.** 10. ~~2 on~~ **32 Amendment No. 1 to Royalty Purchase Agreement, dated March 4, 2024, by and between** the Registrant **and XOMA (US)** ~~' s Current Report on Form 8- K filed on September 19~~ , **LLC 10. 33 Second Amendment to Loan and Security Agreement, dated March 1,** ~~2022~~ **2024 , by and between the Registrant and Oxford Finance LLC and First- Citizens Bank & Trust Company** 21. 1 List of Subsidiaries, incorporated by reference to Exhibit 21. 1 to the Registrant' s Annual Report on Form 10- K, filed on March 16, 2022. 23. 1 Consent of Independent Registered Public Accounting Firm 24. 1 Power of Attorney (included on the signature page hereto) 31. 1 Certification of Chief Executive Officer pursuant to Rules 13a- 14 and 15d- 14 promulgated under the Securities Exchange Act of 1934 31. 2 Certification of Chief Financial Officer pursuant to Rules 13a- 14 and 15d- 14 promulgated under the Securities Exchange Act of 1934 32. 1 † Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U. S. C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes- Oxley Act of 2002 **97. 1 Compensation Recovery Policy** 101. INS Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document. 101. SCH Inline XBRL Taxonomy Extension Schema **with Embedded** ~~Document 101. CAL Inline XBRL Taxonomy Extension Calculation~~ Linkbase ~~Document~~ **Documents** ~~101. DEF Inline XBRL Taxonomy Extension Definition Linkbase Document 101. LAB Inline XBRL Taxonomy Extension Label Linkbase Document 101. PRE Inline XBRL Taxonomy Extension Presentation Linkbase Document~~ Cover Page Interactive Data File (embedded within the Inline XBRL document) Filed herewith. # Indicates management contract or compensatory plan. Portions of the exhibit have been omitted pursuant to Item 601 (b) (10) of Regulation S- K. The Company agrees to furnish to the Securities and Exchange Commission a copy of any omitted portions of the exhibit upon request. † The certifications attached as Exhibit 32. 1 that accompany this Annual Report on Form 10- K are deemed furnished and not filed with the Securities and Exchange Commission and are not to be incorporated by reference into any filing of Viracta Therapeutics, 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 Annual Report on Form 10- K, irrespective of any general incorporation language contained in such filing. F- ~~125~~ **122** SIGNATURES Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized. Viracta Therapeutics, Inc. Date: March ~~14~~ **7** , ~~2023~~ **2024** By: / s / Mark Rothera Mark Rothera President and Chief Executive Officer (Principal Executive Officer) Date: March ~~14~~ **7** , ~~2023~~ **2024** By: / s / Daniel Chevallard Daniel Chevallard Chief Operating Officer, Chief Financial Officer and Secretary (Principal Financial and Accounting Officer) Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this Report has been signed below by the following persons on behalf of the Registrant in the capacities and on the dates indicated. Name Title Date / s / Mark Rothera President and Chief Executive Officer March ~~14~~ **7** , ~~2023Mark~~ **2024Mark** Rothera (Principal Executive Officer) / s / Daniel Chevallard Chief Operating Officer and Chief Financial Officer March ~~14~~ **7** , ~~2023Daniel~~ **2024Daniel** Chevallard (Principal Financial Officer and Principal Accounting Officer) / s / Roger Pomerantz, M. D. Chairman of the Board of Directors March ~~14~~ **7** , ~~2023Roger~~

2024Roger Pomerantz, M. D. / s / Thomas Darcy Director March ~~14~~ **7** , ~~2023Thomas~~ **2024Thomas** Darcy / s / Ivor Royston, M. D. Director March ~~14~~ **7** , ~~2023Ivor~~ **2024Ivor** Royston, M. D. / s / Sam Murphy, Ph. D. Director March ~~14~~ **7** , ~~2023Sam~~ **2024Sam** Murphy, Ph ~~. D. / s / Nicole Onetto, M. D. Director March 14, 2023Nicole Onetto, M~~ . D. / s / Barry Simon, M. D. Director March ~~14~~ **7** , ~~2023Barry~~ **2024Barry** Simon, M. D. / s / Jane Chung, R. Ph. Director March ~~14~~ **7** , ~~2023Jane~~ **2024Jane** Chung, R. Ph. / s / Stephen Rubino, Ph. D., MBA Director March ~~14~~ **7** , ~~2023Stephen~~ **2024Stephen** Rubino, Ph. D., MBA / s / Jane Barlow, M. D., MPH, MBA Director March ~~14~~ **7** , ~~2023Jane~~ **2024Jane** Barlow, M. D., MPH, MBA / s / Flavia Borellini, Ph. D **.** Director March **7, 2024Flavia Borellini, Ph. D. F- 123 Exhibit 10. 30 [*] = Certain confidential information contained in this document, marked by brackets, has been omitted because it is both (i) not material and (ii) is the type that the registrant treats as private or confidential. CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [*], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE AND CONFIDENTIAL. LICENSE AGREEMENT FOR RAF This LICENSE AGREEMENT FOR RAF (the " Agreement "), effective as of December 16, 2019 (the " Effective Date "), is made by and between Sunesis Pharmaceuticals, Inc., a Delaware corporation, having a principal place of business at 395 Oyster Point Boulevard, Suite 400, South San Francisco, CA 94080 (" Sunesis "), and DOT Therapeutics- 1, Inc., a Delaware corporation, having a principal place of business at 2765 Sand Hill Road, Menlo Park, CA 94025 (" DOT- 1 "). Sunesis and DOT- 1 are sometimes referred to herein individually as a " Party " and collectively as the " Parties ". BACKGROUND A. Sunesis has developed proprietary technology and know- how for the discovery and optimization of small molecules that bind to enzyme targets and protein- protein interfaces, with special expertise towards kinases. B. On December 16, 2019, Millennium transferred Millennium' s, and its Affiliates', rights to certain Licensed Products to DOT- 1 (such transaction, the " Program Transfer "). As part of the Program Transfer, Millennium Pharmaceuticals, Inc. (" Millennium ") assigned to DOT- 1 that certain Amended and Restated License Agreement for Raf between Millennium and Sunesis, dated December 13, 2019 (the " Raf Agreement "). C. Coincident with the completion of the Program Transfer, DOT- 1 and Sunesis now desire to amend and restate the Raf Agreement in its entirety to incorporate certain terms agreed between the Parties, on the terms and conditions set forth below. NOW, THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter set forth, it is agreed by and between the Parties as follows: ARTICLE 1 DEFINITIONS As used herein, the following terms will have the meanings set forth below: 1. 1 " Affiliate " of a Person shall mean any corporation or other business entity that during the Term of this Agreement controls, is controlled by or is under common control with such Person but only for so long as such entity controls, is controlled by, or is under common control with such Person. With respect to a particular entity, " control " shall mean the ownership directly or indirectly of fifty percent (50 %) or more of the stock entitled to vote for the election of directors, and for nonstock organizations, of the equity interests entitled to control the management of such entity. 1. 2 " BLA " shall mean a Biologics License Application (or its equivalent), as defined in the U. S. Food, Drug and Cosmetic Act and the regulations promulgated thereunder, or any corresponding or similar application, registration or certification in any jurisdiction for marketing authorization of a biologic product. 1. 3 " CDA " means the Mutual Confidential Disclosure Agreement by and between Sunesis and DOT- 1 dated June 9, 2019. 1. 4 " Collaboration Technology " means the Collaboration Patents and the Collaboration Know- How. 1. 4. 1 " Collaboration Patents " means all DOT- 1 Collaboration Patents, Joint Collaboration Patents and Sunesis Collaboration Patents. 1. 4. 2 " Collaboration Know- How " means all DOT- 1 Collaboration Know- How, Joint Collaboration Know- How and Sunesis Collaboration Know- Know. 1. 5 " Combination Product " shall mean any of (i) a Licensed Product that incorporates two or more active drug substances including a Licensed Compound, or (ii) a Reverted Licensed Product that incorporates two or more active drug substances including a Reverted Compound; in each case where at least one of the active drug substances is not a Licensed Compound or Reverted Compound, respectively. 1. 6 " Commercially Reasonable and Diligent Efforts " shall mean (a) the level of effort and resources normally used by a Party for a product or compound owned or controlled by it, which is of similar market potential and at a similar stage in its development or product life, taking into account, without limitation, with respect to a product issues of safety and efficacy, product profile, the proprietary position of the product, the then current competitive environment for the product and the likely timing of the product' s entry into the market, the regulatory environment of the product, and other relevant scientific, technical and commercial factors (such product, a " Similar Product ") or (b) if the relevant Party does not have a Similar Product, then the level of effort and resources normally used by pharmaceutical companies of similar size and resources in their reasonable, good faith efforts to accomplish such objective, activity, or decision with respect to Similar Products. Notwithstanding the foregoing, to the extent that the performance of a Party' s responsibilities hereunder is adversely affected by the other Party' s failure to perform its responsibilities hereunder, such Party shall not be deemed to have failed to use its Commercially Reasonable and Diligent Efforts in performing such responsibilities. 1. 7 " Confidential Information " shall mean, with respect to a Party, all information (and all tangible and intangible embodiments thereof), which is owned or controlled by such Party, and is or was disclosed by such Party to the other Party pursuant to the CDA or this Agreement. Notwithstanding the foregoing, Confidential Information of a Party shall not include information which, and only to the extent, the receiving Party can establish by written documentation (a) has been generally known prior to disclosure of such information by the disclosing Party to the receiving Party; (b) has become generally known, without the fault of the receiving Party, subsequent to disclosure of such information by the disclosing Party to the receiving Party; (c) has been received by the receiving Party at any time from a source, other than the disclosing Party, rightfully having possession of and the right to disclose such information free of confidentiality obligations; (d) has been otherwise known by the receiving Party free of confidentiality obligations prior to disclosure of such information by the disclosing Party to the receiving Party; or (e) is independently developed without reference to or**

use of the Confidential Information of the disclosing Party. For clarity, except as otherwise expressly provided in this Agreement, Joint Collaboration Technology shall be deemed Confidential Information of both DOT- 1 and Sunesis; DOT- 1 Collaboration Technology and Development Technology shall, be deemed Confidential Information solely of DOT- 1; and the Sunesis Collaboration Technology and Sunesis Licensed Technology shall be deemed Confidential Information solely of Sunesis. 1. 8 " Control " or " Controlled " shall mean, with respect to any Patent Rights or Know- how and with respect to any Person, possession (whether by ownership or license, other than a license granted pursuant to this Agreement) by such Person or its Affiliate of the ability to grant the licenses or sublicenses as provided for herein without violating the terms of any agreement or other arrangement with any Third Party. 1. 9 " Development " shall mean all research, development and regulatory activities regarding the Licensed Products. " Development " shall include all activities related to research, optimization and design of the appropriate molecule and identification of back- ups, preclinical testing, test method development and stability testing, toxicology, formulation, process development, manufacturing scale- up, qualification and validation, quality assurance / quality control, clinical studies, manufacturing clinical supplies, regulatory affairs, statistical analysis and report writing, technology transfer, market research and development, and all other pre- approval and related post- approval activities. When used as a verb, " Develop " shall mean to engage in Development. 1. 10 Reserved. 1. 11 Reserved. 1. 12 " Development Technology " shall mean any Know- How that is made or developed by or under authority of DOT- 1 or its Affiliates, whether alone or jointly with others, in the course of performing any activity under this Agreement that is directed to the Raf Target or directly related to the Development, manufacturing or commercialization of a Licensed Compound or Licensed Product, and all Patent Rights that claim or cover any such Know- How. 1. 13 " Diligence Summary " shall mean, with respect to a particular Product, a summary of Development and commercialization activities with respect to such Product, that (i) were performed by the reporting Party or its Third Party collaborators in the previous [*] period (or shorter period from the prior Diligence Summary, if applicable), and (ii) as of the date of the Diligence Summary, are planned in good faith for the following [*] period. For clarity, it is understood and acknowledged that in providing a Diligence Summary, a Party shall not be required to disclose scientific results, specific research activities or the identity of any Third Party collaborator or potential collaborator. 1. 14 **~~, 2023Flavia Borellini, Ph~~ " DOT- 1 Collaboration Technology " shall mean all DOT- 1 Collaboration Patents and DOT- 1 Collaboration Know- How . 1. 14. 1 " DOT- 1 Collaboration Patents " shall mean DOT- 1' s interest in those Patent Rights set forth on or claiming priority to those listed on, Exhibit 1. 14. Notwithstanding the foregoing, DOT- 1 Collaboration Patents shall in all cases exclude Joint Collaboration Patents. 1. 14. 2 " DOT- 1 Collaboration Know- How " shall mean DOT- 1' s interest in all Know- How that was made or developed after August 27, 2004 but prior to the Effective Date and is specifically related to the Raf Target or to the discovery, research, or development of Licensed Compounds or Licensed Products; such Know- How is set forth on Exhibit 1. 14. Notwithstanding the foregoing, DOT- 1 Collaboration Know- How shall in all cases exclude Joint Collaboration Know- How. 1. 15 " Field " shall mean the treatment, prevention or diagnosis of disease in humans and animals. 1. 16 " Governmental Authority " shall mean any multi- national, federal, state, local, municipal or other government authority of any nature (including any governmental division, prefecture, subdivision, department, agency, bureau, branch, office, commission, council, court or other tribunal). 1. 17 " Gross Sales " shall mean the gross amount [*]. 1. 18 " Joint Collaboration Technology " shall mean all Joint Collaboration Patents and Joint Collaboration Know- How. 1. 18. 1 " Joint Collaboration Patents " shall mean all Patent Rights set forth on, or claiming priority to those listed on, Exhibit 1. 18. 1. 18. 2 " Joint Collaboration Know- How " shall mean all Know- How that was made or developed after August 27, 2004 but prior to March 31, 2011 in the course of activities specifically related to the Raf Target or to the discovery, research, or development of Licensed Compounds or Licensed Products that is set forth on Exhibit 1. 18. Notwithstanding the foregoing, Joint Collaboration Know- How shall in all cases exclude Sunesis Collaboration Patents. 1. 19 " Know- How " shall mean any data, inventions, invention disclosures, methods, proprietary information, processes, techniques, technology, or material (including biological or other materials). 1. 20 " Licensed Compounds " shall mean (i) BIIB024 (also referred to as TAK- 580), and (ii) all other compounds claimed or covered by a Collaboration Patent that are directed to the Raf Target (including Collaboration Patents listed in Exhibits 1. 14, 1. 18 and 1. 37 attached hereto, which have been updated as of the Effective Date), (iii) all other compounds claimed or covered by an invention disclosure within the Collaboration Know- How that are directed to the Raf Target, and (iv) all salts, prodrugs, esters, metabolites, solvates, stereoisomers and polymorphs of any of the foregoing. 1. 21 " Licensed Product " shall mean a pharmaceutical preparation for sale by prescription, over- the- counter, or any other method for all uses in humans or animals, which incorporates one or more Licensed Compounds as an active drug substance, but excluding Reverted Licensed Products. It is understood that Licensed Products containing different active ingredient (s) (i. e., a different active ingredient or an additional active ingredient) or a different formulation shall be deemed different " Licensed Products ". 1. 22 " NDA " shall mean a New Drug Application (or its equivalent), as defined in the U. S. Food, Drug and Cosmetic Act and the regulations promulgated thereunder, or any corresponding or similar application, registration or certification in any jurisdiction for marketing authorization of a product. 1. 23 " Net Consideration " shall mean, with respect to the sale of a PRV by DOT- 1 or its Affiliate or Sublicensee (the " Seller "), an amount equal to [*]. 1. 24 " Net Sales " shall mean, with respect to a Product, Gross Sales less applicable Sales Returns and Allowances. 1. 25 " Patent Rights " shall mean all patents and patent applications in any country in the world, including any continuations, continuations- in- part, divisionals, provisionals or any substitute applications, any patent issued with respect to any such patent applications, any reissue, reexamination, renewal or extension (including any supplemental protection certificate) of any such patent, and any confirmation patent or registration patent or patent of addition based on any such patent. 1. 26 " Person " shall mean any natural person, corporation, general partnership, limited**

partnership, joint venture, proprietorship or other business organization or a Governmental Authority. 1. 27 " Phase I " shall mean human clinical trials, the principal purpose of which is the preliminary evaluation of safety in healthy individuals as more fully defined in 21 C. F. R. § 312. 21 (a) or similar clinical study in a country other than the United States. An initial study in patients where the primary purpose is the preliminary evaluation of safety will be considered a Phase I study. 1. 28 " Phase II " shall mean human clinical trials conducted on a limited number of patients for the primary purpose of evaluation of both clinical efficacy and safety, or to obtain a preliminary evaluation of the dosage regimen, as more fully defined in 21 C. F. R. § 312. 21 (b). 1. 29 " Phase III " shall mean human clinical trials, the principal purpose of which is to establish substantial evidence of both safety and efficacy in patients with the disease or condition being studied, as more fully defined in 21 C. F. R. § 312. 21 (c) or similar clinical study in a country other than the United States. Phase III shall also include any other human clinical trial intended to serve as a pivotal trial to support the submission of an application for regulatory approval. 1. 30 " Product " shall mean a Licensed Product or Reverted Licensed Product, as applicable. 1. 31 " PRV " shall mean a rare pediatric disease priority review voucher granted by the FDA with respect to a Licensed Product pursuant to Section 529 of the Federal Food Drug and Cosmetic Act or the successor thereto. 1. 32 " Raf Target " shall mean the human Raf protein together with the Raf protein family members Raf- 1, A- Raf, B- Raf and C- Raf. 1. 33 " Regulatory Approval " shall mean approval of the health regulatory agency in a country (FDA in the U. S. and comparable authority outside the U. S.) necessary for the marketing and sale of a product in the applicable country. As used herein, " Regulatory Approval " shall not include pricing or reimbursement approval. 1. 34 " Reverted Compound " shall mean, with respect to a Reverted Licensed Product, any Licensed Compound included in such Reverted Licensed Product. 1. 35 " Sales Returns and Allowances " shall mean, with respect to a specific Product, the sum of (a) and (b), where: (a) [*]; and (b) [*]. 1. 36 " Sublicensee " shall mean a Third Party expressly licensed by a Party or its Affiliate to make, use, import, offer for sale or sell a Product. The term " Sublicensee " shall not include distributors (i. e., a Third Party who purchases Product from a Party for resale). 1. 37 " Sunesis Collaboration Technology " shall mean all Sunesis Collaboration Patents and Sunesis Collaboration Know- How. 1. 37. 1 " Sunesis Collaboration Patents " shall mean (a) those Patent Rights set forth on or claiming priority to those listed on, Exhibit 1. 37. Notwithstanding the foregoing, Sunesis Collaboration Patents shall in all cases exclude Joint Collaboration Patents. 1. 37. 2 " Sunesis Collaboration Know- How " shall mean any Know- How made or developed solely by or under authority of personnel of Sunesis or any of its controlled Affiliates, after August 27, 2004 but prior to March 31, 2011, in the course of activities specifically related to the Raf Target or to the discovery, research, or development of Licensed Compounds or Licensed Products. Notwithstanding the foregoing, Sunesis Collaboration Know- How shall in all cases exclude Joint Collaboration Know- How. 1. 38 " Sunesis Licensed Technology " shall mean Sunesis Licensed Patents and Sunesis Licensed Know- How. For clarity, the Sunesis Licensed Technology shall include Sunesis' interest in the Joint Collaboration Technology and the Sunesis Collaboration Technology. 1. 38. 1 " Sunesis Licensed Patents " shall mean (i) Sunesis' s interest in Collaboration Patents, (ii) all Patent Rights Controlled by Sunesis as of March 31, 2011 or the Effective Date that claim or cover the Raf Target, Licensed Compounds or Licensed Products, and (iii) all Patent Rights that arise during the Term that claim or cover any Know- How Controlled by Sunesis (a) as of March 31, 2011 that relates to the Raf Target or a Licensed Compound or Licensed Product or (b) as of the Effective Date that was made or developed in the course of activities specifically related to the research or development of Licensed Compounds or Licensed Products. The Sunesis Licensed Patents as of the Effective Date are listed in Exhibit 1. 38. 1. 38. 2 " Sunesis Licensed Know- How " shall mean (i) Sunesis Collaboration Know- How, (ii) Sunesis' s interest in Joint Collaboration Know- How, and (iii) any Know- How Controlled by Sunesis (a) as of March 31, 2011 that relates to the Raf Target, Licensed Compound or Licensed Product or (b) as of the Effective Date that was made or developed in the course of activities specifically related to the research or development of Licensed Compounds or Licensed Products. 1. 39 " Target Selective " shall mean, when used to describe a chemical compound with respect to the Raf Target, that such compound exhibits [*] cell- based assay, and [*] (i) [*] enzyme assay ([*]) or (ii) [*]. For the purposes of the foregoing, the relevant cell- based and enzyme assays shall be as specified in Exhibit 1. 39 and the [*] in (ii) shall be measured in the same enzyme assay as (i). 1. 40 " Third Party " shall mean any person or entity other than Sunesis and DOT- 1, and their respective Affiliates. 1. 41 " Valid Claim " shall mean (i) a claim of an issued and unexpired patent (or the equivalent in a supplementary protection certificate), including any patent term extensions of such patent, which has not lapsed or become abandoned or been declared invalid or unenforceable by a court of competent jurisdiction or an administrative agency from which no appeal can be or is taken or (ii) a claim of a pending patent application, filed in good faith, which claim shall not have been canceled, withdrawn, abandoned or rejected by an administrative agency from which no appeal can be taken; provided that no more than [*] has passed since the filing date for such patent application. 1. 42 Construction. In construing this Agreement, unless expressly specified otherwise: 1. 42. 1 references to Sections, Articles and Exhibits are to sections and articles of, and exhibits to, this Agreement; 1. 42. 2 except where the context otherwise requires, use of any gender includes any other gender, and use of the singular includes the plural and vice versa; 1. 42. 3 any list or examples following the word " including " shall be interpreted without limitation to the generality of the preceding words; 1. 42. 4 except where the context otherwise requires, the word " or " is used in the inclusive sense; and 1. 42. 5 all references to " dollars " or " $ " herein shall mean U. S. Dollars. 1. 43 Additional Terms. In addition to the foregoing, the following terms shall have the meaning defined in the corresponding Section below: Defined Term SectionAgreement PreambleAnnual Net Sales 6. 3. 1ATLA 5. 1. 2Competing Program 15. 3Controlling Party 9. 3. 4Cooperating Party 9. 3. 4Diligence Failure 8. 2. 1DOT- 1 PreambleEffective Date PreambleIndemnitee 12. 3Indemnitor 12. 3Indication 6. 2. 2 (b) Infringement Action 9. 3. 4Liabilities 12. 1Millennium BackgroundMillennium Option 8. 2. 2Millennium Option Period 8. 2. 2Millennium Reversion 5. 1. 2Millennium Reversion Notice 5. 1. 2Option Notice 8. 2.

2Other DOT- 1 Technology 5. 1. 3Other Patent Rights 9. 2. 2Party or Parties PreambleProgram Transfer BackgroundProsecution 9. 2. 2Raf Agreement BackgroundReverted Licensed Product 8. 2. 1 and 8. 2. 2Statutory Exclusivity 6. 3. 4Subject Infringement 9. 3. 1Sunesis PreambleSunesis Reversion License 5. 1. 3Term 13. 1. 2Transaction Documents 11. 3. 1ARTICLE 2 LICENSED PRODUCT DEVELOPMENT 2. 1 Development by DOT- 1. Commencing on the Effective Date, DOT- 1 shall be responsible for undertaking a development program aimed at ultimately seeking Regulatory Approval for Licensed Products. 2. 2 Diligence. DOT- 1 shall use Commercially Reasonable and Diligent Efforts to Develop and obtain Regulatory Approvals for Licensed Products in the Field. 2. 3 Regulatory Matters. DOT- 1 shall file and be the owner of all regulatory filings for Licensed Compounds or Licensed Products developed pursuant to this Agreement, including all NDAs and Regulatory Approvals, unless otherwise agreed by the Parties. ARTICLE 3 LICENSED PRODUCT COMMERCIALIZATION 3. 1 Commercialization Rights. DOT- 1 shall be responsible for the establishment and implementation of the strategy, plans and budgets for marketing and promotion of the Licensed Products. 3. 2 Diligence. After receipt of Regulatory Approval for a particular Licensed Product in a particular country, DOT- 1 shall use Commercially Reasonable and Diligent Efforts to obtain all necessary pricing or reimbursement approvals for such Licensed Product in the such country and to commercialize such Licensed Product in the Field in such country. ARTICLE 4 RESERVED ARTICLE 5 LICENSES 5. 1 Development and Commercialization Licenses. 5. 1. 1 License under the Sunesis Licensed Technology to Licensed Products. Subject to the terms and conditions of this Agreement, Sunesis hereby grants to DOT- 1 a worldwide, exclusive license under the Sunesis Licensed Technology, with the right to grant and authorize sublicenses as provided in Section 5. 2, to Develop, make, have made, use, import, offer for sale, sell and otherwise exploit Licensed Compounds and Licensed Products in the Field. 5. 1. 2 Millennium Reversion. DOT- 1 represents and warrants to Sunesis that DOT- 1 obtained its interest in the DOT- 1 Collaboration Technology, Joint Collaboration Technology and the Raf Agreement from Millennium pursuant to the Program Transfer under that certain Asset Transfer and License Agreement dated December 16, 2019 (the " ATLA "), and that, in the event of termination of the ATLA, Millennium has (as of the Effective Date) certain rights under the ATLA to receive an assignment of or license under the DOT- 1 Collaboration Technology, Joint Collaboration Technology Development Technology, Other DOT- 1 Technology, and related assets (including DOT- 1' s interest in this Agreement) for purposes of developing and commercializing Licensed Compounds and Licensed Products. Accordingly, any and all rights that Sunesis has with respect to Reverted Licensed Products shall be secondary to Millennium' s reversion rights with respect to such products under the ATLA. If the ATLA terminates and Millennium receives, or exercises its right to receive, an assignment of this Agreement as well as an assignment of or license under the DOT- 1 Collaboration Technology, Joint Collaboration Technology, Development Technology and / or Other DOT- 1 Technology to develop, make, have made, use, import, offer for sale, sell and otherwise exploit such Reverted Licensed Product (collectively, a " Millennium Reversion "), then (a) DOT- 1 will provide Sunesis with prompt written notice of such Millennium Reversion (" Millennium Reversion Notice ") and (b) the license granted to Sunesis in Section 5. 1. 3 shall not be exercisable, and such Licensed Product shall not become a Reverted Licensed Product, in each case at such time; provided that the license set forth in Section shall apply in the event that a Licensed Product subsequently becomes a Reverted Licensed Product as set forth in Section 8. 2 after such Millennium Reversion occurs. For clarity, the license granted to Sunesis in Section 5. 1. 3 shall be exercisable and the applicable Licensed Product shall become a Reverted Licensed Product, in each case without a prior Millennium Reversion, if Millennium exercises the Millennium Option to waive its rights to the Millennium Reversion as contemplated by Section 8. 2. 2. 5. 1. 3 License for Reverted Licensed Products. Subject to the terms and conditions of this Agreement (including Sections 5. 1. 1 and 5. 1. 2 above and Section 8. 2), with respect to each Reverted Licensed Product, DOT- 1 hereby grants to Sunesis a worldwide, exclusive license under DOT- 1' s interest in the DOT- 1 Collaboration Technology, Joint Collaboration Technology, Development Technology and other Patent Rights and Know How in existence and owned by DOT- 1 as of the date the relevant Licensed Product becomes a Reverted Licensed Product (" Other DOT- 1 Technology "), with the right to grant and authorize sublicenses as provided in Section 5. 2, to develop, make, have made, use, import, offer for sale, sell and otherwise exploit such Reverted Licensed Product in the Field (the " Sunesis Reversion License "). It is understood and acknowledged that the licenses granted with respect to DOT- 1 Collaboration Technology, Development Technology and Other DOT- 1 Technology in this Section 5. 1. 3 extend solely to that technology that is being used by or on behalf of DOT- 1 or its Affiliate or Sublicensee in the development or commercialization of that Reverted Licensed Product as of the date of such reversion to Sunesis, and solely to the extent necessary for Sunesis to continue development and commercialization of such Reverted Licensed Product in the form in which such Reverted Licensed Product existed as of the date of such reversion to Sunesis. For purposes of the Sunesis Reversion License, the Field shall exclude the prevention, diagnosis and treatment of Cardiofaciocutaneous Syndrome, giant congenital melanocytic nervus, Noonan Syndrome, and Noonan Syndrome with multiple lentigines, solely in the event that the Sunesis Reversion License goes into effect without a prior Millennium Reversion and solely to the extent that Millennium retains right to such indications as of the date that the Sunesis Reversion License become effective. 5. 2 Grant of Sublicenses. Within a reasonable period of time following grant of any sublicense, to the extent sublicensing is permitted under Section 5. 1, the sublicensing Party shall provide the other Party with a summary of such sublicense, including the identity of the Sublicensee (including any Affiliate) and the rights granted with respect thereto for each product and territory, sufficient to allow such other Party to verify any amounts then or subsequently due under Article 6 below; provided that such summary may redact confidential information that the sublicensing Party is reasonably prohibited from disclosing under the sublicense agreement. Any sublicense granted under this Section 5. 2 shall be consistent with all of the terms and conditions of this Agreement, and subordinate thereto, and the sublicensing Party shall remain responsible to the

other Party for the compliance of each such Sublicensee with the obligations due under this Agreement. 5. 3 Covenants with Respect to Compounds in the Field. 5. 3. 1 Sunesis Covenant for Raf Target. During the Term of this Agreement, Sunesis represents, warrants and agrees that it shall not, alone or through any Third Party, and shall ensure that its Affiliates do not, market, sell or promote any pharmaceutical compound that is Target Selective against the Raf Target, other than as permitted under Section 8. 2 and Section 15. 3 (provided that Sunesis complies with the obligations in such Section 15. 3). Notwithstanding the foregoing, Sunesis shall not be prohibited from collaborating with a Third Party on the development and commercialization of chemical compounds in- licensed from or controlled by such Third Party against the Raf Target. 5. 4 No Other Rights; No Implied Licenses. Only the licenses granted or retained pursuant to the express terms of this Agreement shall be of any legal force or effect. No other license rights shall be created by implication, estoppel or otherwise. ARTICLE 6 PAYMENTS 6. 1 Upfront Fee. DOT- 1 shall pay to Sunesis the following amounts within thirty (30) days following the Effective Date: $ 2, 000, 000. 6. 2 Development Milestones. 6. 2. 1 Development Milestone Payments. (a) DOT- 1 will pay Sunesis [*]. (b) With respect to each Licensed Product, DOT- 1 shall pay to Sunesis on a Licensed Product- by- Licensed Product basis the following amounts within [*] following the first achievement by DOT- 1, its Affiliates or Sublicensees, as the case may be, of each of the following milestones with respect to such Licensed Product: Payment Amount Development Milestones 1st Indication 2nd Indication [*] Such milestone payments shall be non- refundable and non- creditable against other amounts due Sunesis hereunder. [*]. 6. 2. 2 Certain Additional Terms. (a) Licensed Product- by- Licensed Product Milestones. It is understood that, subject to Section 6. 2. 2 (b), the payments under this Section 6. 2 shall be due only once with respect to each Licensed Product; provided that the payments under Section 6. 2. 1 (a) shall be due only with respect to consideration for the first sale of each PRV received by DOT- 1 or its Affiliate or Sublicensee. (b) Multiple Indications. With respect to a particular Licensed Product, if such Licensed Product is developed for a second Indication in a separate disease, it is understood that the payments for the Development Milestones set forth in Section 6. 2. 1 (b) will become due and payable at the time such Licensed Product achieves such Development Milestone for such second Indication; provided, that the amounts due above for such second Indication will be the lower amounts reflected for such Indications in the right most column of the table under Section 6. 2. 1 (b) above. As used herein " Indication " shall mean a disease or condition for which approval for use of a Licensed Product can be sought from the FDA or a regulatory authority or agency of a country other than the United States with responsibilities comparable to those of the FDA. Notwithstanding the foregoing, varying forms or degrees of severity of the same disease shall be considered the same Indication, even if they require separate approvals from the FDA or other regulatory authority or agency. For the avoidance of doubt, in the field of cancer, different tumor tissue types shall be considered different Indications. (c) Discontinued Licensed Products. If DOT- 1 ceases all clinical development of a particular Licensed Product, after having made one or more of the payments due under Section 6. 2. 1 (b) above on the achievement of a particular milestone by such Licensed Product, there shall be no payment due upon the accomplishment of that same milestone with respect to the next Licensed Product to achieve such milestone. (d) Accrued Milestones. If any of the development milestones 2- 7 for a Licensed Product under Section 6. 2. 1 (b) above is achieved with respect to such Licensed Product before development milestone 1 under Section 6. 2. 1 (b) for such Licensed Product, then the milestone payment associated with development milestone 1 shall then also be due with respect to such Licensed Product upon the first achievement of any of milestones 2- 7. Additionally, if any of the development milestones 5- 7 for a Licensed Product is achieved with respect to such Licensed Product before the corresponding development milestone 2- 4 for such Licensed Product in the same territory (meaning, as applicable, the U. S., EMEA, or Japan), then the applicable milestone payment associated with that development milestone 2- 4 for that territory shall also be due with respect to such Licensed Product upon the achievement of such development milestone 5- 7. 6. 2. 3 Reports; Payments. Within [*] of the occurrence of any event which would trigger a milestone payment according to Section 6. 2. 1 (b), DOT- 1 shall inform Sunesis of such occurrence. The corresponding payment shall be due [*] after the occurrence of such event. 6. 3 Royalties on Annual Net Sales of Licensed Products. 6. 3. 1 Licensed Products Generally. Subject to Sections 6. 3. 3 and 6. 3. 4, DOT- 1 shall pay to Sunesis a royalty on Net Sales by DOT- 1, its Affiliates and their Sublicensees of Licensed Products on a Licensed Product- by- Licensed Product basis, equal to the percentage of such Net Sales set forth below: Annual Net Sales Royalty on Net SalesPortion of Annual Net Sales of such Licensed Product up to [*]: [*] Portion of Annual Net Sales of such Licensed Product over [*]: [*] For purposes of the foregoing, " Annual Net Sales " shall mean, for a particular Licensed Product, the worldwide Net Sales of such Licensed Product for the particular calendar year. 6. 3. 2 Reserved. 6. 3. 3 Third Party Patents. (a) If: (i) a Valid Claim of a Third Party should be in force in any country during the Term of this Agreement covering the practice of the Sunesis Licensed Technology as licensed to DOT- 1 under Section 5. 1 with respect to the manufacture, use or sale of any Licensed Product, (ii) it should prove in DOT- 1' s reasonable judgment, after consultation with Sunesis, impractical or impossible for DOT- 1 to commercialize such Licensed Product without obtaining a royalty bearing license from such Third Party under such Valid Claim in said country (with such agreement not to be unreasonably withheld or delayed), and (iii) the royalty paid to such Third Party is directed to the practice of rights granted to DOT- 1 under Section 5. 1 with respect to such Licensed Product, then DOT- 1 shall be entitled to a credit against the royalty payments due under the other provisions of this Section 6. 3 with respect to the same Licensed Product in such country of an amount equal to [*] of the royalty paid to such Third Party for such Licensed Product in such country, arising from the practice of such Sunesis Licensed Technology with respect to the manufacture, use or sale of the Licensed Product in said country, with such credit not to exceed [*] of the royalty otherwise due under this Agreement for such Licensed Product in such country. (b) If: (i) a Valid Claim of a Third Party should be in force in any country during the Term of this Agreement covering

the practice of the DOT- 1 Collaboration Technology, Joint Collaboration Technology, Development Technology or Other DOT- 1 Technology licensed to Sunesis under Section 5. 1. 3, in each case with respect to the manufacture, use or sale of any Reverted Licensed Product, (ii) it should prove in Sunesis' s reasonable judgment, after consultation with Millennium, impractical or impossible for Sunesis to commercialize such Reverted Licensed Product without obtaining a royalty bearing license from such Third Party under such Valid Claim in said country (with such agreement not to be unreasonably withheld or delayed), and (iii) the royalty paid to such Third Party is directed to the practice of rights granted to Sunesis under Section 5. 1. 3 with respect to such Reverted Licensed Product, then Sunesis shall be entitled to a credit against the royalty payments due under Section 6. 4 with respect to the same Reverted Licensed Product in such country of an amount equal to [*] of the royalty paid to such Third Party for such Reverted Licensed Product in such country, arising from the practice of the intellectual property described above with respect to the manufacture, use or sale of the Reverted Licensed Product in said country, with such credit not to exceed [*] of the royalty otherwise due under this Agreement for such Reverted Licensed Product in such country. 6. 3. 4 Royalty Reduction. The royalty rates set forth in Sections 6. 3. 1 used to calculate royalties payable on Net Sales of a Licensed Product in a country shall be reduced by [*] during any portion of the applicable period under Section 6. 5 in which (a) no Valid Claim of the Sunesis Licensed Patents Covers the sale or use of such Licensed Product in such country and (b) such Licensed Product is not protected under any statutory exclusivity granted by a Governmental Authority (" Statutory Exclusivity ") in such country, including orphan drug exclusivity granted by the FDA. 6. 4 Royalties on Net Sales of Reverted Licensed Products. Sunesis shall pay DOT- 1 royalties, at a royalty rate equal to the royalty rate provided under Section 6. 3. 1, with respect to Net Sales of Reverted Licensed Products by Sunesis, its Affiliates and their Sublicensees; provided, however, that such royalty rate shall be reduced by [*] with during any portion of the applicable period under clause (ii) in Section 6. 5. 1 in which (a) no Valid Claim of the DOT- 1 Collaboration Patents, Joint Collaboration Patents, Development Technology or Other DOT- 1 Technology Covers the sale or use of such Reverted Licensed Product in such country and (b) such Reverted Licensed Product is not protected under any Statutory Exclusivity in such country. 6. 5 Royalty Term. 6. 5. 1 The royalties due pursuant to Section 6. 3 and Section 6. 4 above shall be payable on a country- by- country and Product- by- Product basis commencing on the first commercial sale in a country and continuing until the later of: (i) the expiration of the last Valid Claim of (a) the Sunesis Licensed Patents Covering the sale or use of the relevant Licensed Product in such country or (b) the Joint Collaboration Patents, DOT- 1 Collaboration Patents, Development Technology or Other DOT- 1 Technology Covering the sale or use of the relevant Reverted Licensed Product in such country, (ii) the expiration of the last Statutory Exclusivity pertaining to such Product in such country or (iii) the tenth (10th) anniversary of the first commercial sale of such Product in such country. 6. 5. 2 DOT- 1 acknowledges that it will continue to benefit from its license under, and the transfer to DOT- 1 of certain elements of, the Sunesis Licensed Technology, and DOT- 1' s own development of Know- How derived from the practice of such Sunesis licenses and DOT- 1' s use of such Sunesis Licensed Technology, even after the expiration of all Patent Rights that claim a Licensed Product in a particular country. Sunesis acknowledges that it will continue to benefit from its license under certain elements of, the DOT- 1 Collaboration Technology, Joint Collaboration Technology, Development Technology and Other DOT- 1 Technology, and Sunesis' own development of Know- How derived from the practice of such licenses and Sunesis' use of such licensed technology, even after the expiration of all Patent Rights that claim a Reverted Licensed Product in a particular country. The Parties acknowledge that such structure is more convenient to the Parties, facilitates the payment of compensation between the Parties for access to Know How and reduces accounting burdens on the Parties. Accordingly, the Parties have agreed to apply the royalty structure as provided in this Article 6. ARTICLE 7 PAYMENTS, BOOKS AND RECORDS 7. 1 Royalty Reports and Payments. After the first sale of a Product on which royalties are payable by a Party hereunder, such Party shall make quarterly written reports to the other Party within [*] after the end of each calendar quarter, stating in each such report, separately the number, description, and aggregate Net Sales, by territory, of each such Product sold during the calendar quarter upon which a royalty is payable under Section 6. 3 or Section 6. 4 above, as applicable. Concurrently with the making of such reports, such Party shall pay to the other Party royalties due at the rates specified in Section 6. 3 or Section 6. 4 above, as applicable. 7. 2 Payment Method. All payments due under this Agreement shall be made by bank wire transfer in immediately available funds to a bank account designated by the Party owed such payment. All payments hereunder shall be made in U. S. dollars. Any payments that are not paid on the date such payments are due under this Agreement shall bear interest to the extent permitted by applicable law at a rate equal to the 3- month LIBOR rate at the close of business on the date such payment is due, plus an additional [*], calculated on the number of days such payment is delinquent. 7. 3 Place of Royalty Payment; Currency Conversion. The functional currency for accounting will be U. S. dollars. Except as the Parties otherwise mutually agree, for billing and reporting, Net Sales will be translated, if necessary, into U. S. dollars using the currency exchange rates quoted by Bloomberg Professional, a service of Bloomberg L. P., or in the event Bloomberg Professional is not available, then the Eastern U. S. edition of The Wall Street Journal on the last business day of the applicable calendar quarter. 7. 4 Records; Inspection. Each Party shall keep, and shall ensure that its Affiliates keep, complete, true and accurate books of account and records for the purpose of determining the amounts payable under this Agreement. Such books and records shall be kept at the principal place of business of such Party, for at least [*] following the end of the calendar quarter to which they pertain. Such records will be open for inspection by a public accounting firm to whom the audited Party has no reasonable objection and subject to such accounting firm entering into a satisfactory confidentiality agreement, solely for the purpose of determining the payments to the other Party hereunder. Such inspections may be made no more than twice each calendar year, at reasonable times and on reasonable notice. Inspections conducted under this Section 7. 4 shall be at the expense of the auditing Party, unless a variation or

error producing an increase exceeding [*] of the amount stated for the period covered by the inspection is established in the course of any such inspection, whereupon all reasonable costs relating to the inspection for such period and any unpaid or overpaid amounts that are discovered will be promptly paid or refunded by the appropriate Party, in each case together with interest noted in Section 7. 2 thereon from the date such payments were due (if underpaid) or paid (if overpaid). 7. 5 Withholding Taxes. Each Party shall pay any and all taxes levied on account of amounts payable to it under this Agreement. If laws or regulations require that taxes be withheld, the paying Party will (i) deduct those taxes from the remittable payment, (ii) timely pay the taxes to the proper authority, and (iii) send proof of payment to the other Party within [*] following that payment. ARTICLE 8 DILIGENCE 8. 1 Diligence; Reports. DOT- 1 agrees to keep Sunesis fully informed regarding the Development and commercialization activities with respect to each Licensed Product by providing reports to Sunesis at least quarterly regarding ongoing activities being undertaken with respect to Licensed Products. In addition, DOT- 1 shall provide Diligence Summaries to Sunesis with respect to each Licensed Product on a semi- annual basis during the Term of this Agreement. This Section 8. 1 shall not limit other provisions of this Agreement that address the provision of information regarding Licensed Products. 8. 2 Reversion of a Licensed Product. 8. 2. 1 After Millennium Reversion. If, in each case after a Millennium Reversion, a Diligence Failure occurs, or Sunesis terminates this Agreement pursuant to Section 13. 2 for DOT- 1' s breach or pursuant to Section 13. 3 for DOT- 1' s bankruptcy, or DOT- 1 terminates this Agreement pursuant to Section 13. 4 for convenience with respect to a Licensed Product, Sunesis shall have the right to assume the development and commercialization of such Licensed Product, subject to the terms and conditions of this Agreement, including Section 5. 1. 2 and this Section 8. 2, upon written notice to DOT- 1. Upon the effective date of such notice from Sunesis, subject to Section 5. 1. 2, such Licensed Product shall be designated a " Reverted Licensed Product ", the terms set forth in Section 1 of Exhibit 8. 2 attached hereto shall thereafter apply, and Sunesis shall pay royalties to DOT- 1 as provided under Section 6. 4 on Net Sales of such Reverted Licensed Product by Sunesis, its Affiliates or Sublicensees. For purposes of this Section 8. 2, a " Diligence Failure " means if DOT- 1 or, after a Millennium Reversion with respect to a Licensed Product that includes an assignment of this Agreement to Millennium, Millennium fails to use Commercially Reasonable and Diligent Efforts to Develop, obtain Regulatory Approvals and necessary pricing or reimbursement approvals (if any) for and commercialize a Licensed Product in the Field, and DOT- 1 or Millennium, as applicable, shall continue to fail to use such Commercially Reasonable and Diligent Efforts to develop and commercialize such Licensed Product for [*] after written notice thereof from Sunesis. 8. 2. 2 Prior to a Millennium Reversion. If, prior to a Millennium Reversion, (a) a Diligence Failure occurs, (b) Sunesis notifies DOT- 1 in writing that Sunesis intends to terminate this Agreement pursuant to Section 13. 2 for DOT- 1' s breach or pursuant to Section 13. 3 for DOT- 1' s bankruptcy or (c) DOT- 1 notifies Sunesis in writing that DOT- 1 intends terminate this Agreement pursuant to Section 13. 4 for convenience with respect to a Licensed Product, then Sunesis shall promptly notify Millennium in writing (with a copy to DOT- 1) and offer Millennium the option to receive an assignment from DOT- 1 of all of DOT- 1' s rights and obligations under this Agreement (as part of a Millennium Reversion) or to waive its right to a Millennium Reversion (such notice, the " Option Notice " and such option, the " Millennium Option "). If Millennium exercises the Millennium Option, in its discretion, by written notice to Sunesis (with a copy to DOT- 1) within [*] after the date of the Option Notice (such period, the " Millennium Option Period ") to receive an assignment of this Agreement, then, upon timely receipt of Millennium' s exercise notice, (i) DOT- 1 shall assign this Agreement, including all of DOT- 1' s rights and obligations thereunder, to Millennium, (ii) Millennium shall assume all such obligations in writing to Sunesis, (iii) all references to DOT- 1 in this Agreement shall, with respect to events and activities after such assignment, be deemed to be references to Millennium, (iv) this Agreement will remain in full force and effect, and (v) Sunesis will not have the right to assume the development and commercialization of such Licensed Product and such Licensed Product shall not become a Reverted Licensed Product, in the case of (iv) and (v) unless and until (a), (b) or (c) above happens another time after a Millennium Reversion, in which case Section 8. 2 (a) shall apply. If Millennium exercises the Millennium Option to waive its rights to the Millennium Reversion before the end of the Millennium Option Period, then the termination pursuant to Section 13. 2, 13. 3 or 13. 4 (as applicable) shall become effective upon the later of (x) the date such termination is specified in such Section to take effect or (y) the end of the Millennium Option Period, and such Licensed Product shall be designated a " Reverted Licensed Product ", the terms set forth in Section 1 of Exhibit 8. 2 attached hereto shall thereafter apply, and Sunesis shall pay royalties to DOT- 1 as provided under Section 6. 4 on Net Sales of such Reverted Licensed Product by Sunesis, its Affiliates or Sublicensees. If Millennium does not exercise the Millennium Option during the Millennium Option Period, then Sunesis may terminate this Agreement pursuant to Section 13. 2 for DOT- 1' s breach or pursuant to Section 13. 3 for DOT- 1' s bankruptcy, but no Licensed Product shall become a Reverted Licensed Product and the licenses set forth in Section 5. 1. 3 shall not apply. 8. 3 Diligence for a Reverted Licensed Product. Sunesis shall use Commercially Reasonable and Diligent Efforts to develop and commercialize each Reverted Licensed Product. Sunesis agrees to keep DOT- 1 fully informed regarding the development and commercialization activities with respect to each Reverted Licensed Product, including by providing DOT- 1 with reports at least quarterly regarding ongoing activities being undertaken with respect to Reverted Licensed Products. In addition, Sunesis shall provide DOT- 1 with a Diligence Summary with respect to each Reverted Licensed Product on a semi- annual basis during the Term of this Agreement. 8. 4 Termination of a Reverted Licensed Product. If Sunesis fails to use Commercially Reasonable and Diligent Efforts to develop and commercialize a Reverted Licensed Product, and Sunesis shall continue to fail to use Commercially Reasonable and Diligent Efforts to develop and commercialize such Reverted Licensed Product for [*] after written notice thereof from DOT- 1, then such Reverted Licensed Product shall cease to be a Reverted Licensed Product, and the license granted to Sunesis under Section 5. 1. 3 shall terminate with respect to such Reverted Licensed Product.

Thereafter, such Reverted Licensed Product shall be a Licensed Product and subject to DOT- 1' s licenses under Section 5. 1 and obligations to pay royalties and milestones to Sunesis pursuant to Article 6. In addition, the terms set forth in Section 2 of Exhibit 8. 2 shall apply to such Reverted Licensed Product. 8. 5 Disputes. In the event that there is a good faith dispute as to whether the activities described in a Diligence Summary constitute Commercially Reasonable and Diligent Efforts to develop and commercialize the applicable Licensed Product or Reverted Licensed Product, then either Party may refer the dispute to a senior executive from each Party. Such senior executive shall be either the CEO or President of such Party, or other senior executive of such Party with the title of Vice President or higher and who has direct management responsibility for the matter in dispute. Upon such request, such senior executives shall make themselves reasonably available to meet, and shall meet either by telephone or if, specifically requested, in person, to attempt to resolve such matter, and shall thereafter continue to use good faith efforts to attempt to resolve such matter unless it becomes clear that the matter cannot be resolved by mutual agreement. Thereafter either Party may pursue such legal process as is otherwise available under applicable law. ARTICLE 9 INTELLECTUAL PROPERTY 9. 1 Ownership; Disclosure. 9. 1. 1 Collaboration Technology. (a) Raf Technology. All right, title, and interest in and to the Joint Collaboration Patents, the subject of which are inventions that were developed in the course of activities that were directed to the Raf Target or to the discovery, research, or development of Licensed Compounds which are Target Selective to the Raf Target or Licensed Products incorporating such Licensed Compounds, are jointly owned by DOT- 1 and Sunesis, as is all other Joint Collaboration Technology. Except as expressly provided in this Agreement, neither Party shall have any obligation to account to the other for profits, or to obtain any approval of the other Party to assign, license, exploit or enforce the Joint Collaboration Technology, by reason of joint ownership thereof, and each Party hereby waives any right it may have under the laws of any jurisdiction to require any accounting or consent related thereto. It is understood and agreed that Sunesis and its Affiliates' interest in all Joint Collaboration Technology shall be subject to the licenses granted under Article 5. (b) Sunesis Collaboration Technology. Subject to Section 9. 1. 1 (a), all right, title, and interest in and to the Sunesis Collaboration Technology shall be owned by Sunesis, subject to the licenses granted to DOT- 1 under Article 5. (c) Reserved. (d) Reserved. 9. 1. 2 Development Technology. All right, title and interest in and to the Development Technology and the DOT- 1 Collaboration Technology shall, as between the Parties, be owned solely by DOT- 1. 9. 2 Patent Prosecution. 9. 2. 1 Reserved. 9. 2. 2 Collaboration Patents and Development Patents. DOT- 1 shall have the first right, using in- house or outside legal counsel selected by DOT- 1, subject to approval, not to be unreasonably withheld, by Sunesis, to prepare, file, prosecute, maintain, and obtain extensions throughout the world of the Sunesis Licensed Patents, the Collaboration Patents, and Patent Rights in the Development Technology that claim or cover the Raf Target, Licensed Compounds or Licensed Products, or the use of manufacture thereof. DOT- 1 shall: (a) ensure that Sunesis receives copies of all correspondence between DOT- 1 or outside legal counsel or any governmental offices relating to such preparation, filing, prosecution, maintenance, and obtaining of extensions, of such Sunesis Licensed Patents, Sunesis Collaboration Patents, Joint Collaboration Patents and other Patent Rights subject to this Section 9. 2. 2 (" Other Patent Rights "), (b) timely consult with Sunesis regarding all substantive matters associated with such activities in (a), (c) use reasonable efforts to periodically advise Sunesis on such activities and to respond to any reasonable inquiries Sunesis may from time to time raise in respect of such activities in (a) or (b), and (d) not substantially negatively impact Sunesis' s rights under such Sunesis Licensed Patents or Collaboration Patents. As used in this Article 9, " prosecution " shall include interferences, re- examinations, reissues, oppositions and the like. 9. 2. 3 Prosecution Costs. All costs incurred by DOT- 1 after the Effective Date associated with filing, prosecuting, issuing, maintaining, and extending the Patent Rights described in Section 9. 2. 2 shall, as between the Parties, be borne by DOT- 1. 9. 2. 4 Cooperation. Each Party will cooperate fully with the other Party and provide all information and data, and sign any documents, reasonably necessary and requested by the other Party for the purpose of preparing, filing and prosecuting patent applications pursuant to this Section 9. 2. 9. 2. 5 Abandonment. (a) DOT- 1 may elect to decline to file or, having filed, decline to further prosecute and maintain any Sunesis Licensed Patent, Sunesis Collaboration Patent, Joint Collaboration Patent or Other Patent Rights, in which event DOT- 1 shall provide Sunesis with written notice thereof prior to the expiration of any deadline, without considering any possible extensions thereof, relating to such activities, but in any event at least [*] prior notice. In such circumstances Sunesis shall have the right to decide, with reason and with written notice at least [*] prior to the deadline, that DOT- 1 should continue to file or prosecute such Patent Right. DOT- 1 shall then have the option to decide, with at least [*] notice to Sunesis to: (i) continue to file or prosecute such Patent Right at its cost and expense, or (ii) allow Sunesis to file or prosecute such Patent Right at its own cost and expense using counsel of its own choice. In the event that DOT- 1 elects option (ii), then DOT- 1 shall cooperate with Sunesis to promptly transfer relevant prosecution materials to Sunesis. (b) It is understood and agreed that transfer of prosecution of particular Patent Rights pursuant to subsection (ii) in Section 9. 2. 5 (a) above shall not affect the ownership or licenses otherwise provided in this Agreement. 9. 3 Enforcement. 9. 3. 1 Notice. In the event a Party becomes aware of any actual or potential infringement or misappropriation of (a) the Sunesis Licensed Technology, Joint Collaboration Technology, DOT- 1 Collaboration Technology or Sunesis Collaboration Technology in each case that relates to the Raf Target or Licensed Compounds or Licensed Products or (b) the Joint Collaboration Technology ((a) and (b), each, a " Subject Infringement "), such Party shall notify the other Party. 9. 3. 2 DOT- 1. DOT- 1 shall have the sole right, but not the obligation, to take legal action to: (a) enforce and defend the Sunesis Licensed Technology or the Sunesis Collaboration Technology against Subject Infringements by Third Parties at its sole cost and expense. If, within [*] following a request by Sunesis to do so, DOT- 1 fails to use commercially reasonable efforts to take such action to enforce and defend any actual or potential infringement or misappropriation of the Sunesis Licensed Technology or Sunesis Collaboration Technology with respect to a Subject Infringement, Sunesis or its designee shall, in

its sole discretion, have the right, at its sole expense, to take such action. (b) enforce and defend the DOT- 1 Collaboration Technology or Joint Collaboration Technology against Subject Infringements by Third Parties at its sole cost and expense. If, within [*] following a request by Sunesis to do so, DOT- 1 (either directly or indirectly through Millennium or a Sublicensee) fails to use commercially reasonable efforts to take such action to enforce and defend any actual or potential infringement or misappropriation of the DOT- 1 Collaboration Technology or Joint Collaboration Technology against a Subject Infringement, Sunesis or its designee shall, in its sole discretion, have the right, at its sole expense, to take such action; provided that Millennium has not commenced action to enforce or defend any infringement or misappropriation of the DOT- 1 Collaboration Technology or Joint Collaboration Technology. 9. 3. 3 Sunesis. To the extent an infringement or misappropriation of the Sunesis Licensed Technology or Sunesis Collaboration Technology is not a Subject Infringement covered by Section 9. 3. 2 above, Sunesis (or its designee) shall have the initial right, but not the obligation, to take reasonable legal action to enforce and defend the Sunesis Licensed Technology or Sunesis Collaboration Technology against such infringement or misappropriation by Third Parties at its sole cost and expense. If, within [*] following a request by DOT- 1 to do so, Sunesis (or its designee) fails to take such action to enforce and defend any actual or potential infringement or misappropriation of the Sunesis Licensed Technology or Sunesis Collaboration Technology with respect to such Subject Infringement, DOT- 1 or its designee shall, in its sole discretion, have the right, at its sole expense, to take such action. 9. 3. 4 Cooperation. If a Party (the " Controlling Party ") brings an action in accordance with this Section 9. 3 (an " Infringement Action "), then the other Party (the " Cooperating Party ") shall cooperate as reasonably requested, at such Controlling Party' s expense, in the pursuit of such Infringement Action, including if necessary by joining as a nominal Party to the Infringement Action. In any case, the Cooperating Party shall have the right, even if not required to be joined, to participate in such Infringement Action with its own counsel at its own expense. The costs and expenses of the Infringement Action shall be the responsibility of the Controlling Party, and any damages or other monetary rewards or settlement payments actually received and retained by the Controlling Party shall first be applied to reimburse the Controlling Party' s out- of- pocket expenses directly attributed to the Infringement Action, then the other Party' s out- of- pocket expenses directly attributed to the Infringement Action, then the other Party' s out- of- pocket expenses directly attributed to the Infringement Action, and the remainder shall be shared as follows: [*]. ARTICLE 10 CONFIDENTIALITY 10. 1 Confidentiality. During the Term of this Agreement and for a period of [*] following the expiration or earlier termination hereof, each Party shall maintain in confidence the Confidential Information of the other Party, shall not use or grant the use of the Confidential Information of the other Party except as expressly permitted hereby, and shall not disclose the Confidential Information of the other Party (in each case, irrespective of whether such Confidential Information is also the Confidential Information of the receiving Party), except (i) on a need- to- know basis to such Party' s directors, officers and employees, (ii) to such Party' s consultants performing work contemplated by the Agreement, and to any bona fide subcontractor performing work for such Party hereunder, or (iii) to the extent such disclosure is reasonably necessary in connection with such Party' s activities under rights and licenses expressly authorized by this Agreement (including the permitted sublicensees). To the extent that disclosure to any person is authorized by this Agreement, prior to disclosure, a Party shall obtain written agreement of such person to hold in confidence and not disclose, use or grant the use of the Confidential Information of the other Party except as expressly permitted under this Agreement. Each Party shall notify the other Party promptly upon discovery of any unauthorized use or disclosure of the other Party' s Confidential Information. 10. 2 Permitted Use and Disclosures. The confidentiality obligations under this Article 10 shall not apply to the extent that a Party is required to disclose information by applicable law, regulation or order of a governmental agency or a court of competent jurisdiction; provided, however, that such Party shall provide written notice thereof to the other Party (to the extent not prohibited by law or court order), and consult with the other Party with respect to such disclosure to the extent reasonably protectable and provide the other party reasonable opportunity to object to any such disclosure or to request confidential treatment thereof. Notwithstanding the provisions of this Section, either Party may, to the extent necessary, disclose Confidential Information of the other Party, to any governmental or regulatory authority in connection with the development of a product which it has the right to develop under this Agreement. 10. 3 Nondisclosure of Terms. Each of the Parties hereto agrees not to disclose the financial terms of this Agreement to any Third Party without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld, except (a) to such Party' s attorneys, advisors, investors, potential bona fide collaborators and Sublicensees, and others on a need- to- know basis under circumstances that reasonably protect the confidentiality thereof; (b) or to the extent required by law (and with appropriate requests made for confidential treatment), including filings required to made by law with the Securities and Exchange Commission or any national securities exchange; provided, however, that, with respect to any filing required to made by law with the Securities and Exchange Commission or any national securities exchange, the Party subject to such filing requirement shall, at least [*] in advance of any such filing, provide the other Party with a draft set of redactions to this Agreement for which confidential treatment will be sought, reasonably incorporate the other Party' s comments as to additional terms it would like to see redacted, and seek confidential treatment for such additional terms (except only in the limited circumstances where confidential treatment is in the opinion of outside counsel unavailable); or (c) to Millennium, to the extent required in connection with a Millennium Reversion and under circumstances that reasonably protect the confidentiality thereof. Notwithstanding the foregoing, (i) Sunesis may issue any press release to be mutually agreed by the Parties, and (ii) each Party may disclose the information contained in such press release (and related Securities and Exchange Commission filing) without the consent of the other Party. 10. 4 Publication. 10. 4. 1 For clarity, nothing in this Section 10. 4 shall be deemed to limit the publication or disclosure right of Sunesis with respect to a Reverted Licensed Product; provided that Sunesis shall

provide DOT- 1 with a courtesy copy of such manuscript prior to its publication. 10. 4. 2 By DOT- 1. As between the Parties, DOT- 1 shall have the sole right, but not the obligation, to publish or publicly disclose, in its sole discretion, any manuscript containing scientific or clinical results with respect to Licensed Products generated during the Term or included in the Collaboration Technology, in each case as relating to the Raf Target, Licensed Compounds or Licensed Products, and shall provide Sunesis with a courtesy copy of such manuscript prior to its publication. 10. 4. 3 Reserved. ARTICLE 11 REPRESENTATIONS AND WARRANTIES 11. 1 Warranty. Each Party represents and warrants on its own behalf and on behalf of its Affiliates that as of the Effective Date: (i) Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized. (ii) It has the legal power and authority to enter into this Agreement and to perform all of its obligations hereunder. (iii) This Agreement is a legal and valid obligation binding upon it and enforceable in accordance with its terms. (iv) All necessary consents, approvals and authorizations of all governmental authorities and other persons or entities required to be obtained by such Party in connection with this Agreement have been obtained. (v) The execution and delivery of this Agreement and the performance of such Party' s obligations hereunder (a) do not conflict with or violate any requirement of applicable laws, regulations or orders of governmental bodies; and (b) do not conflict with, or constitute a default under, any contractual obligation of such Party. Neither Party will enter into any agreement with any Third Party that conflicts with the terms of this Agreement. (vi) Such Party requires, and shall require, that all of its employees and consultants involved in the Development, manufacture or commercialization of Licensed Compounds, Licensed Products, Reverted Compounds or Reverted Licensed Products have entered into written agreements obligating such person to assign any rights s / he may have in any inventions made during such work to such Party. 11. 2 Additional Warranties of Sunesis. Sunesis represents and warrants to DOT- 1 as of the Effective Date that: 11. 2. 1 Sunesis has not received any notice of infringement or misappropriation from any Third Party relating to the Sunesis Licensed Technology; 11. 2. 2 Sunesis has not received any notice challenging the scope of validity of the Sunesis Licensed Technology; 11. 2. 3 To Sunesis' knowledge, the Sunesis Licensed Technology is legally possessed by Sunesis and has not been misappropriated from any Third Party; 11. 2. 4 To Sunesis' knowledge, the Patent Rights listed on Exhibits 1. 18, 1. 37, and 1. 38 comprise all Patent Rights Controlled by Sunesis or its Affiliates as of the Effective Date that claim or cover the Raf Target, the Licensed Compounds and Licensed Products; 11. 2. 5 Sunesis has the right to grant the licenses set forth herein under the Patent Rights set forth on Exhibits 1. 37, 1. 38, and 1. 18; 11. 2. 6 Sunesis has not granted any rights that conflict with those granted to DOT- 1 pursuant to this Agreement; 11. 2. 7 To the extent that there are still any pending Patent Rights (i. e. all Patent Rights except those that have expired or been abandoned) included in the definition of Sunesis Core Technology (as such term is defined in the Raf Agreement), to Sunesis' knowledge, Sunesis is not aware of any such Patent Rights that cover the composition of matter of the Licensed Compounds, or their manufacture or use for any indication. 11. 3 Additional Warranties of DOT- 1. DOT- 1 represents and warrants to Sunesis as of the Effective Date that: 11. 3. 1 the Patent Rights and Know- How on Exhibits 1. 14 and 1. 18 comprise all of the Patent Rights and Know- How to which DOT- 1 received rights from Millennium pursuant to the ATLA and related documents entered into between DOT- 1 and Millennium in connection therewith (collectively, the " Transaction Documents "); 11. 3. 2 DOT- 1 has the right to grant has the right to grant the licenses set forth herein under such Patent Rights and Know- How; and 11. 3. 3 the document entitled " 20191212 Takeda Agreement – Reversion Terms Document. docx " that was provided by DOT- 1' s counsel to Sunesis' counsel on December 12, 2019 is a complete and accurate copy of the identified provisions and definitions of the ATLA and it completely and accurately describes all of the effects of termination of the ALTA with respect to the Millennium Reversion. 11. 4 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE COLLABORATION TECHNOLOGY, DEVELOPMENT TECHNOLOGY, OTHER DOT- 1 TECHNOLOGY, LICENSED COMPOUNDS, OTHER COMPOUNDS, LICENSED PRODUCTS, RAF TARGET OR CONFIDENTIAL INFORMATION, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF ANY COLLABORATION TECHNOLOGY, PATENTED OR UNPATENTED, OR NONINFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. ARTICLE 12 INDEMNIFICATION 12. 1 DOT- 1. DOT- 1 shall indemnify, defend and hold harmless Sunesis and its Affiliates and their respective directors, officers, employees, agents and their respective successors, heirs and assigns from and against any losses, costs, claims, damages, liabilities or expense (including reasonable attorneys' and professional fees and other expenses of litigation) (collectively, " Liabilities ") resulting from any claims, demands, actions or other proceedings by any Third Party to the extent resulting from: (i) the manufacture, use, sale, handling or storage of Licensed Products by (a) Millennium or its Affiliates or Sublicensees (as defined in the Prior License Agreement) or other designees or (b) DOT- 1 or its Affiliates or Sublicensees or other designees (except in each case with respect to claims of infringement or violation of intellectual property rights, which shall be governed solely by clause (iv)); (ii) the breach by DOT- 1 of the representations and warranties made in this Agreement; (iii) the negligence or intentional misconduct of DOT- 1 or any of its agents or employees or failure of DOT- 1 or any of its agents or employees to comply with applicable laws and regulations; or (iv) a claim that the use, manufacture, sale or importation of a Licensed Product infringes or violates the intellectual property rights of a Third Party (other than if such infringement or violation results solely from the practice of any Sunesis Licensed Technology (excluding any Joint Collaboration Patents and Joint Collaboration Know- How) in accordance with this Agreement); except, in each of cases (i) – (iv), to the extent such Liabilities result from a material breach of this Agreement by Sunesis, negligence or intentional misconduct of Sunesis or any of its agents or employees or failure of Sunesis or any of its employees or agents to comply with applicable laws or regulations. 12. 2 Sunesis. Sunesis agrees to

indemnify, defend and hold harmless DOT- 1 and its Affiliates and their respective directors, officers, employees, agents and their respective heirs and assigns from and against any Liabilities resulting from any claims, demands, actions or other proceedings by any Third Party to the extent resulting from: (i) the manufacture, use, sale, handling or storage of Reverted Licensed Products by Sunesis or its Affiliates or Sublicensees or other designees, (ii) the breach by Sunesis of its representations and warranties made in this Agreement or (ii) the negligence or intentional misconduct of Sunesis or any of its agents or employees or failure of Sunesis or any of its agents or employees to comply with applicable laws and regulations; except, in each case, to the extent such Liabilities result from a breach of this Agreement by DOT- 1, negligence or intentional misconduct of DOT- 1 or any of its agents or employees or failure of DOT- 1 or any of its employees or agents to comply with applicable laws or regulations. 12. 3 Procedure. If a Party (the " Indemnitee ") intends to claim indemnification under this Article 12, it shall promptly notify the other Party (the " Indemnitor ") in writing of any claim, demand, action or other proceeding for which the Indemnitee intends to claim such indemnification, and the Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desires, to assume the defense thereof with counsel mutually satisfactory to the Parties; provided, however, that an Indemnitee shall have the right to retain its own counsel, with the fees and expenses to be paid by the Indemnitor, if representation of such Indemnitee by the counsel retained by the Indemnitor would be inappropriate due to actual or potential differing interests between the Indemnitee and any other Party represented by such counsel in such proceeding. The obligations of this Article 12 shall not apply to amounts paid in settlement of any claim, demand, action or other proceeding if such settlement is effected without the consent of the Indemnitor, which consent shall not be withheld or delayed unreasonably. The failure to deliver written notice to the Indemnitor within a reasonable time after the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve the Indemnitor of any obligation to the Indemnitee under this Article 12. The Indemnitee, its employees and agents, shall reasonably cooperate with the Indemnitor and its legal representatives in the investigation of any claim, demand, action or other proceeding covered by this Article 12. The Indemnitor shall not, without the Indemnitee' s consent, which consent shall not be withheld or delayed unreasonably, consent to the entry of any judgment or accept any settlement with respect to such claim, demand, action or proceeding which imposes liability not covered by this indemnification or restrictions on the Indemnitee. ARTICLE 13 TERM AND TERMINATION 13. 1 Term. 13. 1. 1 The Raf Agreement shall be amended and restated and superseded by this Agreement on the Effective Date. 13. 1. 2 The term of this Agreement shall commence on the Effective Date, and shall continue in full force and effect on a country- by- country and Product- by- Product basis until expiration of both Parties' royalty payment obligations in such country with respect to such Products, in each case unless earlier terminated as provided in this Article 13 (the " Term "). Upon expiration of the Term, the licenses granted to DOT- 1 and Sunesis in this Agreement shall become fully paid- up, royalty- free, perpetual and irrevocable. 13. 2 Termination for Breach. Either Party to this Agreement may terminate this Agreement, with respect to the applicable compounds and products only, in the event the other Party hereto shall have materially breached or defaulted in the performance of any of its material obligations hereunder with respect to any Licensed Product (s), Licensed Compound (s) or Reverted Licensed Product (s), and such default shall have continued for [*] after written notice thereof was provided to the breaching Party by the non- breaching Party. Such termination shall be specifically limited to the compounds and products to which the breach or default relates, and this Agreement shall continue in full force and effect with respect to any other Licensed Product, Licensed Compound or Reverted Licensed Product. Any termination shall become effective at the end of such [*] period unless the breaching Party has cured any such breach or default prior to the expiration of the [*] period. Notwithstanding the foregoing, failure by either Party to use Commercially Reasonable and Diligent Efforts with respect to the development and commercialization of a Product shall not be deemed a breach of this Agreement. 13. 3 Termination For Bankruptcy. Either Party hereto shall have the right to terminate this Agreement forthwith by written notice to the other Party (i) if the other Party is declared insolvent or bankrupt by a court of competent jurisdiction, (ii) if a voluntary or involuntary petition in bankruptcy is filed in any court of competent jurisdiction against the other Party and such petition is not dismissed within [*] after filing, (iii) if the other Party shall make or execute an assignment of substantially all of its assets for the benefit of creditors, or (iv) substantially all of the assets of such other Party are seized or attached and not released within [*] thereafter. All rights and licenses granted under this Agreement by one Party to the other Party are, and shall otherwise be deemed for purposes of Section 365 (n) of the Bankruptcy Code, licenses of rights to " intellectual property " as defined under Section 101 (56) of the Bankruptcy Code. The Parties agree that the licensing Party under this Agreement shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code in the event of a bankruptcy by the other Party. The Parties further agree that in the event of the commencement of a bankruptcy proceeding by or against one Party under the Bankruptcy Code, the other Party shall be entitled to complete access to any such intellectual property pertaining to the rights granted in the licenses hereunder of the Party by or against whom a bankruptcy proceeding has been commenced and all embodiments of such intellectual property. 13. 4 Termination for Convenience. Provided that DOT- 1 is not in breach of this Agreement, DOT- 1 will have the right to terminate this Agreement at any time with respect to any or all of the Licensed Compounds and Licensed Products, by providing [*] prior written notice. In such event, this Agreement will remain in effect with respect to Reverted Licensed Products and any other Licensed Compound or Licensed Product, in each case that has not been terminated. Provided that Sunesis is not in breach of this Agreement, Sunesis will have the right to terminate this Agreement at any time with respect to any or all of the Reverted Licensed Products, by providing [*] prior written notice. In such event, this Agreement will remain in effect with respect to Licensed Compounds and Licensed Products and any other Reverted Licensed Products, in each case that has not been terminated. 13. 5 Effect of Breach or Termination. 13. 5. 1 Accrued Rights and Obligations. Termination of this Agreement for any reason shall not

release either Party hereto from any liability which, at the time of such termination, has already accrued to the other Party or which is attributable to a period prior to such termination nor preclude either Party from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement. 13. 5. 2 Termination by DOT- 1 for Bankruptcy of Sunesis. In the event of termination of this Agreement by DOT- 1 pursuant to Section 13. 3 for Sunesis' s bankruptcy, in addition to those provisions surviving under Section 13. 8, the following shall apply: (a) Sections 5. 1. 3 (License for Reverted Licensed Products) (but only with respect to Reverted Licensed Products in existence as of the effective date of such termination); (Development Milestones); 6. 3 (Royalties on Annual Net Sales of Licensed Products) (except that any royalties payable by DOT- 1 thereunder, commencing upon such termination and continuing thereafter, shall be reduced by [*]); 6. 4 (Royalties on Net Sales of Reverted Licensed Products); 6. 5 (Royalty Term); Article 9 (Intellectual Property) (other than Sections 9. 2. 2 and 9. 2. 3, which shall terminate except to the extent expressly set forth in Section 13. 5. 2 (b) below); and Exhibit 8. 2 (Reverted Licensed Products) (but only with respect to Reverted Licensed Products in existence as of the effective date of such termination) shall survive. (b) The prosecution rights that DOT- 1 has pursuant to Section 9. 2. 2 shall survive. Sunesis shall be given the opportunity to review DOT- 1' s activities and reasonably consult with DOT- 1 with respect to such Sunesis Collaboration Patents and Joint Collaboration Patents, and DOT- 1 shall in good faith consider including in such patent applications such claims as Sunesis reasonably requests. DOT- 1 shall keep Sunesis reasonably informed as to the status of such patent matters, including by providing Sunesis with (i) copies of any documents relating to such Sunesis Licensed Patents, Sunesis Collaboration Patents and Joint Collaboration Patents which DOT- 1 receives from any patent office within [*] of receipt thereof, including notice of all interferences, reissues, reexaminations, oppositions or requests for patent term extensions, and (ii) the opportunity to review and comment on any documents relating to such Sunesis Licensed Patents, Sunesis Collaboration Patents and Joint Collaboration Patents which will be filed in any patent office as soon practicable but in all cases at least [*] prior to such filing. In conducting the prosecution activities described in this Section 13. 5. 2 (b), each Party shall employ reasonable efforts not to substantially negatively impact the other Party' s rights under the surviving provisions of this Agreement. 13. 5. 3 Termination by Sunesis for Breach or Bankruptcy of DOT- 1. In the event of any termination by Sunesis pursuant to Section 13. 2 due to DOT- 1' s breach (only with respect to the Licensed Compounds, Licensed Products and Raf Target) or pursuant to Section 13. 3 for DOT- 1' s bankruptcy, in addition to those provisions surviving under Section 13. 8, the following provisions of this Section 13. 5. 3 shall apply: (a) 5. 1. 3 (License for Reverted Licensed Products); 6. 2 (Development Milestones); 6. 3 (Royalties on Annual Net Sales of Licensed Products); 6. 4 (Royalties on Net Sales of Reverted Licensed Products (except that any royalties payable by Sunesis thereunder, commencing upon such termination and continuing thereafter, shall be reduced by [*]); 6. 5 (Royalty Term); Article 8 (Diligence); Article 9 (Intellectual Property) (other than Sections 9. 2. 2 and 9. 2. 3, which shall terminate); and Exhibit 8. 2 (Reverted Licensed Products) shall survive, in addition to those provisions surviving under Section 13. 8. (b) DOT- 1 shall control prosecution of all the DOT- 1 Collaboration Patents at its own expense, only for such Patent Rights that are related to the Raf Target, Licensed Compounds and Licensed Products. Sunesis shall control prosecution of all Sunesis Collaboration Patents and Joint Collaboration Patents at its own expense for such Sunesis Collaboration Patents and Joint Collaboration Patents that are related to the Raf Target, Licensed Compounds and Licensed Products, as the case may be. DOT- 1 shall be given the opportunity to review Sunesis' s activities and reasonably consult with Sunesis with respect to such Joint Collaboration Patents, and Sunesis shall in good faith consider including in such patent applications such claims as DOT- 1 reasonably requests. Sunesis shall keep DOT- 1 reasonably informed as to the status of such patent matters, including by providing DOT- 1 with (i) copies of any documents relating to such Joint Collaboration Patents which Sunesis receives from any patent office within [*] of receipt thereof, including notice of all interferences, reissues, reexaminations, oppositions or requests for patent term extensions, and (ii) the opportunity to review and comment on any documents relating to such Joint Collaboration Patents which will be filed in any patent office as soon practicable but in all cases at least [*] prior to such filing. In conducting the prosecution activities described in this Section 13. 5. 3 (b), each Party shall employ reasonable efforts not to substantially negatively impact the other Party' s rights under the surviving provisions of this Agreement. (c) Subject to Section 5. 1. 2, each Licensed Product shall become a Reverted Licensed Product in accordance with Section 8. 2 and Exhibit 8. 2 and Sunesis shall thereafter pay royalties to DOT- 1 on Net Sales of such Reverted Licensed Product in accordance with Section 6. 4 (except that any royalties payable by Sunesis thereunder, commencing upon such termination and continuing thereafter, shall be reduced by [*]. 13. 6 Termination by DOT- 1 for Convenience. In the event of termination of this Agreement by DOT- 1 pursuant to Section 13. 4, in addition to those provisions surviving under Section 13. 8, the following shall apply: 13. 6. 1 Sections 5. 1. 3 (License for Reverted Licensed Products); 6. 2 (Development Milestones); 6. 3 (Royalties on Annual Net Sales of Licensed Products); 6. 4 (Royalties on Net Sales of Reverted Licensed Products) (except that any royalties payable by Sunesis thereunder, commencing upon such termination and continuing thereafter, shall be reduced by [*]); Section 6. 5 (Royalty Term); Article 8 (Diligence); Article 9 (Intellectual Property) (other than Sections 9. 2. 2 and 9. 2. 3, which shall terminate); and Exhibit 8. 2 (Reverted Licensed Products) shall survive, in addition to those provisions surviving under Section 13. 8. 13. 6. 2 DOT- 1 shall control prosecution of all the DOT- 1 Collaboration Patents at its own expense, only for such Patent Rights that are related to the Raf Target, Licensed Compounds and Licensed Products. Sunesis shall control prosecution of all Sunesis Collaboration Patents and Joint Collaboration Patents at its own expense for such Sunesis Collaboration Patents and Joint Collaboration Patents that are related to the Raf Target, Licensed Compounds and Licensed Products, as the case may be. DOT- 1 shall be given the opportunity to review Sunesis' s activities and reasonably consult with Sunesis with respect to such Joint Collaboration Patents, and Sunesis shall in good faith consider including in such patent

applications such claims as DOT- 1 reasonably requests. Sunesis shall keep DOT- 1 reasonably informed as to the status of such patent matters, including by providing DOT- 1 with (i) copies of any documents relating to such Joint Collaboration Patents which Sunesis receives from any patent office within [*] of receipt thereof, including notice of all interferences, reissues, reexaminations, oppositions or requests for patent term extensions, and (ii) the opportunity to review and comment on any documents relating to such Joint Collaboration Patents which will be filed in any patent office as soon practicable but in all cases at least [*] prior to such filing. In conducting the prosecution activities described in this Section 13. 6. 2, each Party shall employ reasonable efforts not to substantially negatively impact the other Party' s rights under the surviving provisions of this Agreement. 13. 6. 3 Subject to Section 5. 1. 2, each Licensed Product shall become a Reverted Licensed Product in accordance with Section 8. 2 and Exhibit 8. 2 and Sunesis shall thereafter pay royalties to DOT- 1 on Net Sales of such Reverted Licensed Product in accordance with Section 6. 4 (except that any royalties payable by Sunesis thereunder, commencing upon such termination and continuing thereafter, shall be reduced by [*]). 13. 7 Transition of Information and Materials. With respect to a Party' s obligation to transition Collaboration Technology, information and material with respect to a particular Licensed Compound, each Party shall cooperate fully (and cause its Affiliates to cooperate fully) with the other Party to facilitate a smooth and prompt transition of Collaboration Technology, information and materials that are necessary or useful for the receiving Party to exercise its licensed rights hereunder with respect to such Licensed Compound. 13. 8 Survival Sections. In addition to the provisions set forth in Sections 13. 5. 2, 13. 5. 3 and 13. 6 above, as applicable, the following provisions shall survive the expiration or termination of this Agreement for any reason: Articles 1 (Definitions), 7 (Payments, Books and Records), 10 (Confidentiality), 11 (Representations and Warranties), 12 (Indemnification), 13 (Term and Termination), 14 (Dispute Resolution) and 15 (Miscellaneous); and Sections 5. 1. 1 and 5. 1. 2. ARTICLE 14 DISPUTE RESOLUTION 14. 1 Escalation to Senior Executives. In the event of a dispute or matter of significant concern arises between the Parties, then at the request of either Party, the matter shall be escalated to a senior executive from each Party. Such senior executive shall be either the CEO or President of such Party, or another senior executive of such Party with the title of Vice President or higher and who has direct management responsibility for the matter in dispute. Upon such request, such senior executives shall make themselves reasonably available to meet, and shall meet either by telephone or if, specifically requested, in person, to attempt to resolve such matter, and shall thereafter continue to use good faith efforts to attempt to resolve such matter unless it becomes clear that the matter cannot be resolved by mutual agreement. Thereafter either Party may pursue such legal process as is otherwise available under applicable law. 14. 2 Injunctive Relief. This Article 14 shall not be construed to prohibit either Party from seeking preliminary or permanent injunctive relief, restraining order or degree of specific performance in any court of competent jurisdiction to the extent not prohibited by this Agreement. For avoidance of doubt, any such equitable remedies provided under this Article 14 shall be cumulative and not exclusive and are in addition to any other remedies, which either Party may have under this Agreement or applicable law. 14. 3 Matters to Proceed to Court. Notwithstanding the foregoing, any dispute relating to the determination of validity of a Party' s patents or other issues relating solely to a Party' s intellectual property and any dispute asserting breach of this Agreement or of the representations and warranties made hereunder shall be submitted exclusively to the federal court in Delaware, and the Parties hereby consent to the jurisdiction and venue of such court. ARTICLE 15 MISCELLANEOUS 15. 1 Governing Laws. This Agreement and any dispute arising from the construction, performance or breach hereof shall be governed by and construed, and enforced in accordance with, the laws of the state of Delaware, without reference to conflicts of laws principles. 15. 2 Waiver. It is agreed that no waiver by either Party hereto of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent or similar breach or default. 15. 3 Assignment. This Agreement shall not be assignable by either Party without the written consent of the other Party hereto, except either Party may assign this Agreement without such consent to its Affiliates, or to an entity that acquires all or substantially all of the business or assets of such Party whether by merger, reorganization, acquisition, sale, or otherwise; provided, however, that the assignee shall agree in writing to be bound by the terms and conditions of this Agreement, and that in the case of such an acquisition of all or substantially all of the business or assets of a Party, such assignment shall take effect upon written notice of such acquisition to the other Party. In addition, DOT- 1 shall have the right to assign this Agreement to Millennium in connection with a Millennium Reversion. Notwithstanding any other provision in this Agreement, an assignment or Change of Control transaction involving Sunesis shall not be deemed to be a breach of this Agreement or otherwise require the acquirer or surviving entity following the Change of Control transaction to divest any products or research programs directed against a Raf Target which products or programs were being researched, developed or commercialized by the relevant Third Party acquirer prior to such assignment or Change of Control (a " Competing Program "), provided that such acquiror or surviving entity shall implement and enforce written processes and procedures to ensure that employees and other individuals working on or involved in the Competing Program shall not use or have access to the Sunesis Licensed Patents with respect to: the Raf Target, Licensed Compounds and Licensed Products; DOT- 1 Collaboration Patents; Joint Collaboration Patents; Development Technology; Other DOT- 1 Technology; and Confidential Information of DOT- 1. 15. 4 Independent Contractors. The relationship of the Parties hereto is that of independent contractors. The Parties hereto are not deemed to be agents, partners or joint venturers of the others for any purpose as a result of this Agreement or the transactions contemplated thereby. 15. 5 Compliance with Laws. In exercising their rights under this license, the Parties shall fully comply in all material respects with the requirements of any and all applicable laws, regulations, rules and orders of any governmental body having jurisdiction over the exercise of rights under this license including those applicable to the development, manufacture, distribution, import and export and sale of Licensed Products pursuant to this Agreement. 15. 6 Patent Marking. DOT- 1 agrees to

mark and use reasonable efforts to make all its Sublicensees mark all Licensed Products sold pursuant to this Agreement in accordance with the applicable statute or regulations relating to patent marking in the country or countries of manufacture and sale thereof. Sunesis agrees to mark and use reasonable efforts to make its Sublicensees mark all Reverted Licensed Products sold pursuant to this Agreement in accordance with the applicable statute or regulations relating to patent marking in the country or countries of manufacture and sale thereof. 15. 7 Notices. All notices, requests and other communications hereunder shall be in writing and shall be personally delivered or by registered or certified mail, return receipt requested, postage prepaid, in each case to the respective address specified below, or such other address as may be specified in writing to the other Parties hereto and shall be deemed to have been given upon receipt: Sunesis: Sunesis Pharmaceuticals, Inc. [*] With a copy to: Cooley LLP [*] DOT- 1 DOT Therapeutics- 1, Inc. [*] 15. 8 Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect to the fullest extent permitted by law without said provision, and the Parties shall amend the Agreement to the extent feasible to lawfully include the substance of the excluded term to as fully as possible realize the intent of the Parties and their commercial bargain. If a Party seeks to avoid a provision of this Agreement by asserting that such provision is invalid, illegal or otherwise unenforceable, the other Party shall have the right to terminate this Agreement upon [*] prior written notice to the asserting Party, unless such assertion is eliminated and cured within such [*] period. If DOT- 1 has sought to so avoid a provision of this Agreement, such termination shall be deemed a termination by DOT- 1 under Section 13. 4 above, and if Sunesis has sought such an avoidance, such termination shall be deemed a termination by DOT- 1 for breach by Sunesis under Section 13. 2 above. 15. 9 Advice of Counsel. Sunesis and DOT- 1 have each consulted counsel of their choice regarding this Agreement, and each acknowledges and agrees that this Agreement shall not be deemed to have been drafted by one Party or another and will be construed accordingly. 15. 10 Performance by Affiliates; Warranty. DOT- 1 may exercise any right or discharge any obligation hereunder through any of its Affiliates. Each Party hereby warrants and guarantees the performance of any and all rights and obligations of this Agreement by its Affiliates and Sublicensees. 15. 11 Complete Agreement. This Agreement with its Exhibits, constitutes the entire agreement, both written and oral, between the Parties with respect to the subject matter hereof, and all prior agreements, including the CDA, respecting the subject matter hereof, either written or oral, express or implied, shall be abrogated, canceled, and are null and void and of no effect. No amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless reduced to writing and executed by the respective duly authorized representatives of Sunesis and DOT- 1. 15. 12 Amendment and Restatement. This Agreement constitutes an amendment and restatement of the Raf Agreement effective from and after the Effective Date. As of the Effective Date, the 2014 Amended and Restated Agreement is hereby amended, supplemented, modified and restated in its entirety as described herein. 15. 13 Headings. The captions to the several Sections and Articles hereof are not a part of this Agreement, but are included merely for convenience of reference and shall not affect its meaning or interpretation. 15. 14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. This instrument may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party hereto as if they were original signatures. * * * * * IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their authorized representatives and delivered in duplicate originals as of the Effective Date. DOT- 1 THERAPEUTICS, INC. SUNESIS PHARMACEUTICALS, INC. By: / s / Julie P. Grant By: / s / William Quinn Name: Julie Grant Name: William Quinn Title: Chief Executive Officer Title: Chief Financial Officer- Signature Page- EXHIBIT 1. 14 EXHIBIT 1. 18 EXHIBIT 1. 37 EXHIBIT 1. 38 EXHIBIT 8. 2 Exhibit 10. 31 [*] = Certain confidential information contained in this document, marked by brackets, has been omitted because it is both (i) not material and (ii) is the type that the registrant treats as private or confidential. AMENDMENT NO. 1 TO LICENSE AGREEMENT FOR RAF This Amendment No. 1 to License Agreement for RAF (this “ Amendment ”), effective as of March 4, 2024 (the “ Amendment Effective Date ”), is made by and between Viracta Therapeutics, Inc., a Delaware corporation, successor in interest to Sunesis Pharmaceuticals, Inc., a Delaware corporation (“ Viracta ”), and Day One Biopharmaceuticals, Inc., successor in interest to DOT Therapeutics- 1, Inc., a Delaware corporation (“ Day One ”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the License Agreement (as defined below). RECITALS WHEREAS, Day One and Viracta previously entered into that certain License Agreement for RAF dated as of December 16, 2019, as amended from time to time (the “ License Agreement ”). WHEREAS, Pursuant to Section 6. 2. 1 (a) of the License Agreement, Day One will pay Viracta [*]. WHEREAS, Viracta and Day One have agreed to amend the License Agreement to reduce the amount [*] Day One will pay pursuant to Section 6. 2. 1 (a) to [*] in exchange for a one- time payment of five million dollars ($ 5, 000, 000) (the “ Buyout Payment ”). WHEREAS, Viracta, Viracta Royalty Fund, LLC and Xoma (US) LLC (“ XOMA ”) previously entered into that certain Royalty Purchase Agreement dated as of March 22, 2021, as amended from time to time (the “ Royalty Purchase Agreement ”) pursuant to which XOMA acquired all of Viracta’ s economic rights under the License Agreement other than a [*]. WHEREAS, pursuant to Section 15. 11 of the License Agreement, any amendment, change or addition thereto shall be effective and binding on the Parties only if reduced to writing and executed by the respective duly authorized representatives of Viracta and Day One. NOW, THEREFORE, in consideration of the foregoing recitals and for other consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows: 1. ONE TIME PAYMENT. Within four (4) days following the Amendment Effective Date, Day One shall provide the Buyout Payment to Viracta. 2. AMENDMENT TO SECTION 6. 2. 1 (a). In consideration for the payment in Section 1, Section 6. 2. 1 (a) of the License Agreement is hereby amended by deleting the words “ [*] ”. 3. PUBLICITY. 3. 1. Press Release. Notwithstanding

Section 10. 3 of the License Agreement, neither Party will issue a press release related to this Amendment. [*] = Certain confidential information contained in this document, marked by brackets, has been omitted because it is both (i) not material and (ii) is the type that the registrant treats as private or confidential. 4. GENERAL PROVISIONS. 4. 1. References to License Agreement. All references to the License Agreement in the License Agreement or any agreements referenced therein shall hereinafter refer to the License Agreement as amended by this Amendment. 4. 2. Full Force and Effect. Except as expressly modified by this Amendment, the terms of the License Agreement shall remain in full force and effect. 4. 3. Counterparts; Facsimile. This Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. This instrument may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each party hereto as if they were original signatures. 4. 4. Effectiveness. The provisions of this Amendment shall be effective as to all parties to the License Agreement upon the Amendment Effective Date.. 4. 5. Titles and Subtitles. The captions to the several Sections and Articles hereof are not a part of this Amendment, but are included merely for convenience of reference and shall not affect its meaning or interpretation. 4. 6. Further Assurances. The parties hereto agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Amendment. 4. 7. Governing Law. This Amendment and any dispute arising from the construction, performance or breach hereof shall be governed by and construed, and enforced in accordance with, the laws of the state of Delaware, without reference to conflicts of laws principles. [remainder of this page intentionally left blank] [*] = Certain confidential information contained in this document, marked by brackets, has been omitted because it is both (i) not material and (ii) is the type that the registrant treats as private or confidential. 2 IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Amendment Effective Date. DAY ONE BIOPHARMACEUTICALS, INC. VIRACTA THERAPEUTICS, INC. By: _ / s / Jeremy Bender_____ By: _ / s / Daniel R. Chevallard _____Name: Jeremy Bender_____ Name: Daniel R. Chevallard _____Title: CEO_____ Title: COO & CFO_____Signature Page to Amendment No. 1 to License Agreement for RAF Exhibit 10. 32 [*] = Certain confidential information contained in this document, marked by brackets, has been omitted because it is both (i) not material and (ii) is the type that the registrant treats as private or confidential. AMENDMENT NO. 1 TO ROYALTY PURCHASE AGREEMENT This Amendment No. 1 to Royalty Purchase Agreement (this " Amendment ") is entered into as of March 4, 2024 (the " Amendment Effective Date ") by and between VIRACTA THERAPEUTICS, INC., a corporation organized and existing under the laws of Delaware, with an office located at 2533 South Coast Highway 101, # 210, Cardiff CA 92007 (" Viracta "), VIRACTA ROYALTY FUND, LLC, a Delaware limited liability company (collectively, with Viracta, " Seller "), and XOMA (US) LLC, a Delaware limited liability company with its principal place of business at 2200 Powell Street, Suite 310, Emeryville, California 94608 (" Purchaser "). Seller and Purchaser are referred to in this Amendment individually as a " Party " and collectively as the " Parties ". Capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Royalty Purchase Agreement (defined below). WHEREAS, Seller and Purchaser entered into that certain Royalty Purchase Agreement dated as of March 22, 2021, as supplemented by that certain Letter Agreement dated March 22, 2021, as amended by that certain Joinder and Amendment to Royalty Purchase Agreement dated March 22, 2021, as may be further amended, modified or supplemented from time to time (collectively, the " Royalty Purchase Agreement "), which provides for, among other things, a sale of certain of Seller' s royalty payments to Purchaser; WHEREAS, Viracta (successor in interest to Sunesis Pharmaceuticals, Inc.) is monetizing its interest in certain payments from the sale or use of [*] under Section 6. 2. 1 (a) of that certain License Agreement For Raf, effective as of December 16, 2019, by and between Viracta and Day One Biopharmaceuticals, Inc., successor in interest to DOT Therapeutics- 1, Inc. (" Day One "), as amended by that certain Amendment No. 1 to License Agreement for RAF dated March 4, 2024, as may be further amended, modified or supplemented from time to time (collectively, the " Day One License Agreement "); WHEREAS, pursuant to Section 8. 12 of the Royalty Purchase Agreement, the Parties desire to amend the Royalty Purchase Agreement in accordance with the terms set forth in this Amendment. NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, the Parties hereby agree to be legally bound as follows: 1. The proviso at the end of the definition of " Day One Royalty Payments " in Section 1. 1 of the Royalty Purchase Agreement is hereby deleted in its entirety and replaced as follows: " provided however that the Net Consideration payable by Day One pursuant to Section [*] of the Day One License Agreement shall be allocated among [*] " 2. Within sixty (60) days of the Amendment Effective Date, Seller shall use Commercially Reasonable Efforts to, and shall use Commercially Reasonable Efforts to cause its applicable Affiliates or subsidiaries (such Affiliates and subsidiaries, together with Seller, the " Seller Group ") to, (a) assign to Purchaser all of Seller Group' s right, title and interest in and to the Day One License Agreement and (b) sell, transfer, convey, assign and deliver to Purchaser all of Seller Group' s right, title and interest in and to the Sunesis Licensed Technology (as defined in the Day One License Agreement). 3. The provisions of Sections 8. 3- 8. 8, and Sections 8. 10- 8. 15 of the Royalty Purchase Agreement are hereby incorporated by reference into this Amendment, mutatis mutandis. 4. Except as expressly amended by this Amendment, all other terms of the Royalty Purchase Agreement shall continue in full force and effect and in accordance with its terms. (The remainder of this page is intentionally left blank. The signature page follows.) [*] = Certain confidential information contained in this document, marked by brackets, has been omitted because it is both (i) not material and (ii) is the type that the registrant treats as private or confidential. 2 In Witness Whereof, the parties hereto have caused this Amendment No. 1 to Royalty Purchase Agreement to be executed as of the date first set forth above. SELLER PURCHASER VIRACTA THERAPEUTICS, INC. XOMA (US) LLC By: / s / Daniel

R. Chevallard By: / s / Bradley Sitko Name: Daniel R. Chevallard Name: Bradley Sitko Title: COO & CFO Title: Chief Investment Officer By: / s / Daniel R. Chevallard Title: President [Signature Page to Amendment No. 1 to Royalty Purchase Agreement] Exhibit 10. 33 SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT THIS SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT (this " Amendment ") is entered into as of March 1, 2024, by and among OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 115 South Union Street, Suite 300, Alexandria, Virginia 22314 (" Oxford "), as collateral agent (in such capacity, " Collateral Agent "), the Lenders listed on Schedule 1. 1 thereof or otherwise a party thereto from time to time including Oxford in its capacity as a Lender, and SILICON VALLEY BANK, a division of First- Citizens Bank & Trust Company with an office located at 3003 Tasman Drive, Santa Clara, CA 95054 (" Bank " or " SVB ") (each a " Lender " and collectively, the " Lenders "), Viracta Therapeutics, Inc., a Delaware corporation, and Viracta Subsidiary, Inc., a Delaware corporation, each with offices located at 2533 S Coast Hwy 101, Suite 210, Cardiff, CA 92007 (individually and collectively, jointly and severally, " Borrower "). A. Collateral Agent, Borrower and Lenders have entered into that certain Loan and Security Agreement dated as of November 4, 2021, as amended by that certain First Amendment to Loan and Security Agreement dated as of August 26, 2022 (as may be further amended, supplemented or otherwise modified from time to time, the " Loan Agreement ") pursuant to which Lenders have provided to Borrower certain loans in accordance with the terms and conditions thereof; and B. Borrower, Collateral Agent and the Required Lenders desire to amend such provisions as provided herein, subject to, and in accordance with, the terms and conditions set forth herein, and in reliance upon the representations and warranties set forth herein. NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower, the Required Lenders and Collateral Agent hereby agree as follows: 1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement. 2. Amendments to Loan Agreement. 2. 1Definitions. The following defined terms in Section 13. 1 of the Loan Agreement are hereby added as follows: " Paydown Amount " is defined in Section 2. 2 (d) (ii). " Paydown Date " is defined in Section 2. 2 (d) (ii). " Second Amendment Effective Date " means March 1, 2024. 2. 2Definitions. The following defined term and its definition in Section 13. 1 of the Loan Agreement is hereby deleted: " Interest- Only Extension Milestone " 2. 3Definitions. The defined terms in Section 13. 1 of the Loan Agreement are hereby amended and restated as follows: " Amortization Date " is January 1, 2024; provided, however, upon payment of the Paydown Amount on the Paydown Date, the Amortization Date shall be automatically extended to July 1, 2024. " Collateral Agent " is Oxford, not in its individual capacity, but solely in its capacity as agent on behalf of and for the benefit of the Lenders. ACTIVE \ 1607409261. 3 2. 4Section 2. 2 (Term Loans). Section 2. 2 (b) is hereby amended and restated in its entirety as follows: " (b) Repayment. Borrower shall make monthly payments of accrued but unpaid interest only in arrears, commencing on the first (1st) Payment Date following the Funding Date of each Term Loan, and continuing on the Payment Date of each successive month thereafter through and including the Payment Date immediately preceding the Amortization Date. Borrower agrees to pay, on the Funding Date of each Term Loan, any initial partial monthly interest payment otherwise due for the period between the Funding Date of such Term Loan and the first Payment Date thereof. Commencing on the Amortization Date, and continuing on the Payment Date of each month thereafter, Borrower shall make consecutive equal monthly payments of principal, together with applicable interest, in arrears, to each Lender, as calculated by Collateral Agent (which calculations shall be deemed correct absent manifest error) based upon: (1) the amount of such Lender' s Term Loan, (2) the effective rate of interest, as determined in Section 2. 3 (a), and (3) a repayment schedule equal to thirty- five (35) months; provided, however, upon the payment of the Paydown Amount on the Paydown Date, such number of months shall be automatically reduced to twenty- nine (29) months. All unpaid principal of, and accrued and unpaid interest on, each Term Loan is due and payable in full on the Maturity Date. Each Term Loan may only be prepaid in accordance with Sections 2. 2 (c) and 2. 2 (d). Notwithstanding anything herein to the contrary, Borrower' s principal payment due on March 1, 2024 shall be deferred (x) if Borrower makes the entire payment of the Paydown Amount on the Paydown Date, and added to the unpaid principal amount of the Term Loans to begin amortizing on July 1, 2024 or (y) if Borrower does not make the entire payment of the Paydown Amount on the Paydown Date, until March 15, 2024, at which time it will become due and owing. " 2. 5Section 2. 2 (Term Loans). Section 2. 2 (d) is hereby amended and restated in its entirety as follows: " (d) Permitted Prepayment of Term Loans. (i) Borrower shall have the option to prepay all, but not less than all, of the Term Loans advanced by the Lenders under this Agreement, provided Borrower (i) provides written notice to Collateral Agent of its election to prepay the Term Loans at least thirty (30) days prior to such prepayment, and (ii) pays to the Lenders on the date of such prepayment, payable to each Lender in accordance with its respective Pro Rata Share, an amount equal to the sum of (A) all outstanding principal of the Term Loans prepaid on such prepayment date plus accrued and unpaid interest thereon through the prepayment date, (B) the Final Payment, (C) if the Borrower has elected not to draw the full amount of the Term B Loans prior to such prepayment date, the Non- Utilization Fee, (D ~~F~~ **) the Prepayment Fee, plus (E) all other outstanding Obligations that are then due and payable, including Lenders' Expenses and interest at the Default Rate with respect to any past due amounts. (ii) Notwithstanding anything herein to the contrary, on March 15, 2024 (the " Paydown Date ") Borrower shall have the option to prepay a portion of the Terms Loans, payable to each Lender in accordance with its Pro Rata Share, in an amount (such amount, the " Paydown Amount ") equal to the sum of (1) Five Million Dollars ($ 5, 000, 000. 00) of outstanding principal of such Term Loans, plus Twenty ~~- 126~~ Seven Thousand Nine Hundred Sixteen and 50 / 100 Dollars ($ 27, 916. 50) of all accrued but unpaid interest thereon through the prepayment date, (2) Two Hundred Fifty Thousand Dollars ($ 250, 000. 00) of the applicable portion of the Final Payment due in connection with the Term Loans being prepaid via the Paydown Amount, and (3)**

outstanding Lenders' Expenses that are then due and payable. For the purposes of clarity, (x) any partial prepayment shall be applied pro- rata to all outstanding amounts under each Term Loan, and shall be applied pro- rata within each Term Loan tranche to reduce amortization payments under Section 2. 2 (b) on a pro- rata basis and (y) the Lenders agree to waive the applicable portion of the Prepayment Fee due in connection with the Term Loans being prepaid via the Paydown Amount. " 2. 6Silicon Valley Bank. All references in the Loan Agreement to " Silicon Valley Bank " in the Introduction, Section 10 and Schedule 1. 1 are hereby replaced with " Silicon Valley Bank, a division of First- Citizens Bank & Trust Company ". 2ACTIVE \ 1607409261. 3 3. Limitation of Amendment. 3. 1The amendments set forth in Section 2 above are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right, remedy or obligation which Lenders or Borrower may now have or may have in the future under or in connection with any Loan Document, as amended hereby. 3. 2This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents are hereby ratified and confirmed and shall remain in full force and effect. 4. Representations and Warranties. To induce Collateral Agent and the Required Lenders to enter into this Amendment, Borrower hereby represents and warrants to Collateral Agent and the Required Lenders as follows: 4. 1Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct in all material respects as of such date) and (b) no Event of Default has occurred and is continuing; 4. 2Borrower has the power and due authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment; 4. 3The organizational documents of Borrower delivered to Collateral Agent on the Effective Date, and updated pursuant to subsequent deliveries by or on behalf of Borrower to the Collateral Agent, remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect; 4. 4The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not contravene (i) any material law or regulation binding on or affecting Borrower, (ii) any material contractual restriction with a Person binding on Borrower, (iii) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (iv) the organizational documents of Borrower; 4. 5The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made; 4. 6This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights. 5. Release by Borrower. 5. 1FOR GOOD AND VALUABLE CONSIDERATION, Borrower hereby forever relieves, releases, and discharges Collateral Agent and each Lender and their respective present or former employees, officers, directors, agents, representatives, attorneys, and each of them, from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses, actions and causes of action, of every type, kind, nature, description or character whatsoever, whether known or unknown, suspected or unsuspected, absolute or contingent, arising out of or in any manner whatsoever connected with or related to facts, circumstances, issues, controversies or claims existing or arising from the beginning of time through and including the date of execution of this Amendment solely to the extent such claims arise out of or are in any manner whatsoever connected with or related to the Loan Documents, the Recitals hereto, any instruments, agreements or documents executed in connection with any of the foregoing or the origination, negotiation, administration, servicing and / or enforcement of any of the foregoing (collectively " Released Claims "). 3ACTIVE \ 1607409261. 3 5. 2By entering into this release, Borrower recognizes that no facts or representations are ever absolutely certain and it may hereafter discover facts in addition to or different from those which it presently knows or believes to be true, but that it is the intention of Borrower hereby to fully, finally and forever settle and release all matters, disputes and differences, known or unknown, suspected or unsuspected in relation to the Released Claims; accordingly, if Borrower should subsequently discover that any fact that it relied upon in entering into this release was untrue, or that any understanding of the facts was incorrect, Borrower shall not be entitled to set aside this release by reason thereof, regardless of any claim of mistake of fact or law or any other circumstances whatsoever. Borrower acknowledges that it is not relying upon and has not relied upon any representation or statement made by Collateral Agent or Lenders with respect to the facts underlying this release or with regard to any of such party' s rights or asserted rights. 5. 3This release may be pleaded as a full and complete defense and / or as a cross-complaint or counterclaim against any action, suit, or other proceeding that may be instituted, prosecuted or attempted in breach of this release. Borrower acknowledges that the release contained herein constitutes a material inducement to Collateral Agent and the Lenders to enter into this Amendment, and that Collateral Agent and the Lenders would not have done so but for Collateral Agent' s and the Lenders' expectation that such release is valid and enforceable in all events. 6. Loan Document. Borrower, Lenders and Collateral Agent agree that this Amendment shall be a Loan Document. Except as expressly set forth herein, the Loan Agreement and the other Loan Documents shall continue in full force and effect without alteration or amendment. This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. 7. Effectiveness. This Amendment

shall be deemed effective as of the date hereof upon the due execution of this Amendment by the parties thereto. 8. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Delivery by electronic transmission (e. g. “. pdf ”) of an executed counterpart of this Amendment shall be effective as a manually executed counterpart signature thereof. 9. Governing Law. This Amendment and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of California. [Balance of Page Intentionally Left Blank] 4ACTIVE \ 1607409261. 3 IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Loan and Security Agreement to be executed as of the date first set forth above. BORROWER: VIRACTA THERAPEUTICS, INC. By: / s / Daniel R. Chevallard Name: Dan ChevallardTitle: Chief Operating Officer & Chief Financial Officer VIRACTA SUBSIDIARY, INC. By: / s / Daniel R. Chevallard Name: Dan ChevallardTitle: Chief Operating Officer & Chief Financial Officer [Signature Page to Second Amendment to Loan and Security Agreement] ACTIVE \ 1607409261. 3COLLATERAL AGENT AND LENDER: OXFORD FINANCE LLC By: / s / Colette H. FeatherlyName: Colette H. FeatherlyTitle: Senior Vice President LENDER: OXFORD FINANCE CREDIT FUND FUNDING TRUST IIBy: Oxford Finance Credit Fund II LP, as its servicerBy: Oxford Finance Advisors, LLC, as its manager By: / s / Colette H. FeatherlyName: Colette H. FeatherlyTitle: Senior Vice President OXFORD FINANCE CREDIT FUND III 2024- A, LPBy: Oxford Finance Advisors, LLC, as its servicer By: / s / Colette H. FeatherlyName: Colette H. FeatherlyTitle: Senior Vice President OXFORD FINANCE FUNDING 2023- 1, LLCBy: Oxford Finance LLC, as its servicer By: / s / Colette H. FeatherlyName: Colette H. FeatherlyTitle: Senior Vice President OXFORD FINANCE FUNDING 2020- 1, LLCBy: Oxford Finance LLC, as its servicer By: / s / Colette H. FeatherlyName: Colette H. FeatherlyTitle: Senior Vice President FIRST- CITIZENS BANK & TRUST COMPANY By: / s / Kristine RohmerName: Kristine RohmerTitle: Managing Director [Signature Page to Second Amendment to Loan and Security Agreement] ACTIVE \ 1607409261. 2ACTIVE \ 1607409261. 3 Exhibit 23. 1 We consent to the incorporation by reference in the following Registration Statements: (1) Registration Statement (Form S- 3 No. 333- 256647) of Viracta Therapeutics, Inc., (2) Registration Statement (Form S- 4 No. 333- 251567) of Sunesis Pharmaceuticals, Inc., (3) Registration Statement (Form S- 8 No. 333- 255002) pertaining to the Viracta Therapeutics, Inc. 2021 Equity Incentive Plan, Viracta Therapeutics, Inc. 2011 Employee Stock Purchase Plan and Viracta Subsidiary, Inc. 2016 Equity Incentive Plan of Viracta Therapeutics, Inc., (4) Registration Statement (Form S- 8 Nos. 333- 174732, 333- 195781, 333- 202696, 333- 217849, 333- 231342 and 333- 238141) pertaining to the 2011 Equity Incentive Plan and the 2011 Employee Stock Purchase Plan of Sunesis Pharmaceuticals, Inc., (5) Registration Statement (Form S- 8 Nos. 333- 180101, 333- 187234, 333- 210183 and 333- 223632) pertaining to the 2011 Equity Incentive Plan of Sunesis Pharmaceuticals, Inc., (6) Registration Statement (Form S- 8 No. 333- 263696) pertaining to the 2021 Equity Incentive Plan and 2021 Inducement Equity Incentive Plan of Viracta Therapeutics, Inc., ~~and~~ (7) Registration Statement (Form S- 8 No. 333- 265858) pertaining to the Viracta Therapeutics, Inc. 2022 Employee Stock Purchase Plan of Viracta Therapeutics, Inc. **, and (8) Registration Statement (Form S- 8 No. 333- 270538) pertaining to the 2022 Employee Stock Purchase Plan, 2021 Equity Incentive Plan and 2021 Inducement Equity Incentive Plan of Viracta Therapeutics, Inc.** ; of our report dated March ~~14~~ **7** , ~~2023~~ **2024** , with respect to the consolidated financial statements of Viracta Therapeutics, Inc. included in this Annual Report (Form 10- K) of Viracta Therapeutics, Inc. for the year ended December 31, ~~2022~~ **2023** . / s / Ernst & Young LLP San Diego, California Exhibit 31. 1 CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF THE SARBANES- OXLEY ACT OF 2002 I, Mark Rothera, certify that: 1. I have reviewed this annual report on Form 10- K of Viracta Therapeutics, 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 and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a- 15 (e) and 15d- 15 (e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a- 15 (f) and 15d- 15 (f)) for the registrant and have: a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared; b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles; c. Evaluated the effectiveness of the registrant’ s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and d. Disclosed in this report any change in the registrant’ s internal control over financial reporting that occurred during the registrant’ s most recent fiscal quarter (the registrant’ s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’ s internal control over financial reporting; and 5. The registrant’ s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’ s auditors and the audit committee of the registrant’ s board of directors (or persons performing the equivalent functions): a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’ s ability to record, process, summarize and report financial information; and b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’ s internal control over financial reporting. Date: March ~~14~~ **7** , ~~2023~~ **2024** By: / s / Mark Rothera Mark Rothera President and Chief Executive Officer (Principal Executive

Officer) Exhibit 31. 2 I, Daniel Chevallard, certify that: 4. The registrant' s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a- 15 (e) and 15d- 15 (e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a – 15 (f) and 15d – 15 (f)) for the registrant and have: Date: March ~~14~~ **7** , ~~2023~~ **2024** By: / s / Daniel Chevallard Daniel Chevallard Chief Operating Officer, Chief Financial Officer and Secretary (Principal Financial Officer) CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER PURSUANT TO 18 U. S. C. § 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES- OXLEY ACT OF 2002 In connection with the annual report of Viracta Therapeutics, Inc. (the" Company") on Form 10- K for the year ended December 31, ~~2022~~ **2023** , as filed with the Securities and Exchange Commission on the date hereof (the" Report"), I, Mark Rothera, President and Chief Executive Officer of the Company, certify, pursuant to 18 U. S. C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes- Oxley Act of 2002, that, to my knowledge: (1) The Report fully complies with the requirements of Section 13 (a) or 15 (d) of the Securities Exchange Act of 1934, as amended; and (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company. Date: March ~~14~~ **7** , ~~2023~~ **2024** By: / s / Mark Rothera Mark Rothera President and Chief Executive OfficerIn connection with the annual report of Viracta Therapeutics, Inc. (the" Company") on Form 10- K for the year ended December 31, ~~2022~~ **2023** , as filed with the Securities and Exchange Commission on the date hereof (the" Report"), I, Daniel Chevallard, Chief Financial Officer of the Company, certify, pursuant to 18 U. S. C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes- Oxley Act of 2002, that, to my knowledge: Date: March ~~14~~ **7** , ~~2023~~ **2024** By: / s / Daniel Chevallard Daniel Chevallard Chief Operating Officer, Chief Financial Officer and Secretary (Principal Financial Officer) **Exhibit 97. 1 COMPENSATION RECOVERY POLICY As adopted on November 15, 2023 Viracta Therapeutics, Inc. (the " Company ") is committed to strong corporate governance. As part of this commitment, the Compensation Committee (the " Committee ") of the Company' s Board of Directors (the " Board ") has adopted this clawback policy called the Compensation Recovery Policy (the " Policy "). The Policy is intended to further the Company' s pay- for- performance philosophy and to comply with applicable laws by providing rules relating to the reasonably prompt recovery of certain compensation received by Covered Executives in the event of an Accounting Restatement. The application of the Policy to Covered Executives is not discretionary, except to the limited extent provided below, and applies without regard to whether a Covered Executive was at fault. Capitalized terms used in the Policy are defined below, and the definitions have substantive impact on its application so reviewing them carefully is important to your understanding. The Policy is intended to comply with, and will be interpreted in a manner consistent with, Section 10D of the Securities Exchange Act of 1934 (the " Exchange Act "), with Exchange Act Rule 10D- 1 and with the listing standards of the national securities exchange (the " Exchange ") on which the securities of the Company are listed, including any official interpretive guidance. Persons Covered by the Policy The Policy is binding and enforceable against all " Covered Executives. " A Covered Executive is each individual who is or was ever designated as an " officer " by the Board in accordance with Exchange Act Rule 16a- 1 (f) (a " Section 16 Officer "). The Committee may (but is not obligated to) request or require a Covered Executive to sign and return to the Company an acknowledgement that such Covered Executive will be bound by the terms and comply with the Policy. The Policy is binding on each Covered Executive whether or not the Covered Executive signs and / or returns any acknowledgment. Administration of the Policy The Committee has full delegated authority to administer the Policy. The Committee is authorized to interpret and construe the Policy and to make all determinations necessary, appropriate, or advisable for the administration of the Policy. In addition, if determined in the discretion of the Board, the Policy may be administered by the independent members of the Board or another committee of the Board made up of independent members of the Board, in which case all references to the Committee will be deemed to refer to the independent members of the Board or the other Board committee. All determinations of the Committee will be final and binding and will be given the maximum deference permitted by law. Accounting Restatements Requiring Application of the Policy If the Company is required to prepare an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (an " Accounting Restatement "), then the Committee must determine the Excess Compensation, if any, that must be recovered. The Company' s obligation to recover Excess Compensation is not dependent on if or when restated financial statements are filed. 4882- 7345- 1364. 20 Compensation Covered by the Policy The Policy applies to certain Incentive- Based Compensation (certain terms used in this Section are defined below) that is Received on or after October 2, 2023 (the " Effective Date "), during the Covered Period while the Company has a class of securities listed on a national securities exchange. Such Incentive- Based Compensation is considered " Clawback Eligible Incentive- Based Compensation " if the Incentive- Based Compensation is Received by a person after such person became a Section 16 Officer and the person served as a Section 16 Officer at any time during the performance period for the Incentive- Based Compensation. " Excess Compensation " means the amount of Clawback Eligible Incentive- Based Compensation that exceeds the amount of Clawback Eligible Incentive- Based Compensation that otherwise would have been Received had such Clawback Eligible Incentive- Based Compensation been determined based on the restated amounts. Excess Compensation must be computed without regard to any taxes paid and is referred to in the listings standards as " erroneously awarded compensation ". To determine the amount of Excess Compensation for Incentive- Based Compensation based on stock price or total shareholder return, where it is not subject to mathematical recalculation directly from the information in an Accounting Restatement, the amount must be based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or total shareholder return upon which the Incentive- Based Compensation was Received and the Company must maintain**

documentation of the determination of that reasonable estimate and provide that documentation to the Exchange. " Incentive- Based Compensation " means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure. For the avoidance of doubt, no compensation that is potentially subject to recovery under the Policy will be earned until the Company' s right to recover under the Policy has lapsed. " Financial Reporting Measures " are measures that are determined and presented in accordance with the accounting principles used in preparing the Company' s financial statements, and any measures that are derived wholly or in part from such measures. Stock price and total shareholder return are also Financial Reporting Measures. A Financial Reporting Measure need not be presented within the financial statements or included in a filing with the Securities and Exchange Commission. Incentive- Based Compensation is " Received " under the Policy in the Company' s fiscal period during which the Financial Reporting Measure specified in the Incentive- Based Compensation award is attained, even if the payment, vesting, settlement or grant of the Incentive- Based Compensation occurs after the end of that period. For the avoidance of doubt, the Policy does not apply to Incentive- Based Compensation for which the Financial Reporting Measure is attained prior to the Effective Date. " Covered Period " means the three completed fiscal years immediately preceding the Accounting Restatement Determination Date. In addition, Covered Period can include certain transition periods resulting from a change in the Company' s fiscal year. " Accounting Restatement Determination Date " means the earliest to occur of: (a) the date the Board, a committee of the Board, or one or more of the officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement; and (b) the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement. Repayment of Excess Compensation The Company must recover Excess Compensation reasonably promptly and Covered Executives are required to repay Excess Compensation to the Company. Subject to applicable law, the Company may recover Excess Compensation by requiring the Covered Executive to repay such amount to the Company by direct payment- 2- to the Company or such other means or combination of means as the Committee determines to be appropriate (these determinations do not need to be identical as to each Covered Executive). These means include (but are not limited to): (a) requiring reimbursement of cash Incentive- Based Compensation previously paid; (b) seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer, or other disposition of any equity- based awards (including, but not limited to, time-based vesting awards), without regard to whether such awards are Incentive- Based Compensation or vest based on the achievement of performance goals; (c) offsetting the amount to be recovered from any unpaid or future compensation to be paid by the Company or any affiliate of the Company to the Covered Executive, including (but not limited to) payments of severance that might otherwise be due in connection with a Covered Executive' s termination of employment and without regard to whether such amounts are Incentive- Based Compensation; (d) cancelling outstanding vested or unvested equity awards (including, but not limited to, time- based vesting awards), without regard to whether such awards are Incentive- Based Compensation; and / or (e) taking any other remedial and recovery action permitted by law, as determined by the Committee. The repayment of Excess Compensation must be made by a Covered Executive notwithstanding any Covered Executive' s belief (whether or not legitimate) that the Excess Compensation had been previously earned under applicable law and therefore is not subject to clawback. In addition to its rights to recovery under the Policy, the Company or any affiliate of the Company may take any legal actions it determines appropriate to enforce a Covered Executive' s obligations to the Company or to discipline a Covered Executive. Failure of a Covered Executive to comply with their obligations under the Policy may result in (without limitation) termination of that Covered Executive' s employment, institution of civil proceedings, reporting of misconduct to appropriate governmental authorities, reduction of future compensation opportunities or change in role. The decision to take any actions described in the preceding sentence will not be subject to the approval of the Committee and can be made by the Board, any committee of the Board, or any duly authorized officer of the Company or of any applicable affiliate of the Company. For avoidance of doubt, any decisions of the Company or the Covered Executive' s employer to discipline a Covered Executive or terminate the employment of a Covered Executive are independent of determinations under this Policy. For example, if a Covered Executive was involved in activities that led to an Accounting Restatement, the Company' s decision as to whether to not to terminate such Covered Executive' s employment would be made under its employment arrangements with such Covered Executive and the requirement to apply this no- fault and non-discretionary clawback policy will not be determinative of whether any such termination is for cause, although failure to comply with the Policy might be something that could result in a termination for cause depending on the terms of such arrangements. Limited Exceptions to the Policy The Company must recover the Excess Compensation in accordance with the Policy except to the limited extent that any of the conditions set forth below is met, and the Committee determines that recovery of the Excess Compensation would be impracticable: (a) The direct expense paid to a third party to assist in enforcing the Policy would exceed the amount to be recovered. Before reaching this conclusion, the Company must make a reasonable attempt to recover such Excess Compensation, document such reasonable attempt (s) to recover, and provide that documentation to the Exchange; or- 3- (b) Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the legal requirements as such. Other Important Information in the Policy The Policy is in addition to the requirements of Section 304 of the Sarbanes- Oxley Act of 2002 that are applicable to the Company' s Chief Executive Officer and Chief Financial Officer, as well as any other applicable laws, regulatory requirements, rules, or pursuant to the terms of any existing Company policy or agreement providing for the recovery of compensation. Notwithstanding the terms of any of the Company' s organizational documents (including, but not limited to, the Company' s bylaws), any corporate policy or any contract (including, but not limited to, any indemnification agreement), neither the Company nor any affiliate of

the Company will indemnify or provide advancement for any Covered Executive against any loss of Excess Compensation. Neither the Company nor any affiliate of the Company will pay for or reimburse insurance premiums for an insurance policy that covers potential recovery obligations. In the event that the Company is required to recover Excess Compensation pursuant to the Policy from a Covered Executive who is no longer an employee, the Company will be entitled to seek recovery in order to comply with applicable law, regardless of the terms of any release of claims or separation agreement that individual may have signed. The Committee or Board may review and modify the Policy from time to time. If any provision of the Policy or the application of any such provision to any Covered Executive is adjudicated to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of the Policy or the application of such provision to another Covered Executive, and the invalid, illegal or unenforceable provisions will be deemed amended to the minimum extent necessary to render any such provision or application enforceable. The Policy will terminate and no longer be enforceable when the Company ceases to be listed issuer within the meaning of Section 10D of the Exchange Act.- 4- ACKNOWLEDGEMENT • I acknowledge that I have received and read the Compensation Recovery Policy (the " Policy ") of Viracta Therapeutics, Inc. (the " Company "). • I understand and acknowledge that the Policy applies to me, and all of my beneficiaries, heirs, executors, administrators or other legal representatives and that the Company' s right to recovery in order to comply with applicable law will apply, regardless of the terms of any release of claims or separation agreement I have signed or will sign in the future. • I agree to be bound by and to comply with the Policy and understand that determinations of the Committee (as such term is used in the Policy) will be final and binding and will be given the maximum deference permitted by law. • I understand and agree that my current indemnification rights, whether in an individual agreement or the Company' s organizational documents, exclude the right to be indemnified for amounts required to be recovered under the Policy. • I understand that my failure to comply in all respects with the Policy is a basis for termination of my employment with the Company and any affiliate of the Company as well as any other appropriate discipline. • I understand that neither the Policy, nor the application of the Policy to me, gives rise to a resignation for good reason (or similar concept) by me under any applicable employment agreement or arrangement. • I acknowledge that if I have questions concerning the meaning or application of the Policy, it is my responsibility to seek guidance from the Company' s General Counsel, Human Resources or my own personal advisers. • I acknowledge that neither this Acknowledgement nor the Policy is meant to constitute an employment contract. Please review, sign and return this form to Human Resources. Covered Executive (print name) (signature) (date)