

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

**FORM 10-K/A
(Amendment No. 1)**

- (Mark One)
- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2021
- OR
- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE
TRANSITION PERIOD FROM TO

Commission File Number 001-39575

ONCORUS, INC.

(Exact name of Registrant as specified in its Charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

50 Hampshire Street, Suite 401
Cambridge, Massachusetts
(Address of principal executive offices)

47-3779757
(I.R.S. Employer
Identification No.)

02139
(Zip Code)

Registrant's telephone number, including area code: (857) 320-6400

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	ONCR	The Nasdaq Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES NO

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. YES NO

Indicate by check mark whether the Registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES NO

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). YES NO

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

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

Indicate by check mark whether the Registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES NO

The aggregate market value of the Registrant's common stock held by non-affiliates as of June 30, 2021 (the last business day of the Registrant's most recently completed second quarter) was \$243.1 million, based on the closing price of the Registrant's common stock on The Nasdaq Global Market on that date.

The number of shares of Registrant's common stock outstanding as of March 8, 2022 was 25,884,023.

DOCUMENTS INCORPORATED BY REFERENCE

None.

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EXPLANATORY NOTE

Oncorus, Inc. (the "Company," "Oncorus," "our," "us" or "we") is filing this Amendment No. 1 on Form 10-K/A (this "Amendment") to our Annual Report on Form 10-K for the fiscal year ended December 31, 2021 (the "Original Report"), filed with the U.S. Securities and Exchange Commission (the "SEC") on March 9, 2022. We are filing this Amendment to provide the information required by Part III of Form 10-K that was omitted from the Original Report in reliance on General Instruction G(3) to Form 10-K.

In addition, as required by Section 302 of the Sarbanes-Oxley Act of 2002 and Rule 12b-15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), updated certifications of our principal executive officer and principal financial officer are included as Exhibits 31.1 and 31.2 hereto. Because no financial statements have been included in this Amendment and this Amendment does not contain or amend any disclosure with respect to Items 307 and 308 of Regulation S-K, paragraphs 3, 4, and 5 of the certifications have been omitted. We are not including the certifications under Section 906 of the Sarbanes-Oxley Act of 2002 as no financial statements are being filed with this Amendment.

No other changes have been made to the Original Report other than those described above. This Amendment does not reflect subsequent events occurring after the filing date of the Original or modify or update in any way the financial statements, consents or any other items or disclosures made in the Original Report in any way other than as required to reflect the amendments discussed above. Accordingly, this Amendment should be read in conjunction with the Original Report and our other filings with the SEC subsequent to the filing of the Original Report.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

The following table sets forth information regarding our executive officers and directors as of April 28, 2022:

Name	Age	Position(s)
Executive Officers		
Theodore (Ted) Ashburn, M.D., Ph.D.	55	President, Chief Executive Officer and Director
John M. Goldberg, M.D.	49	Chief Medical Officer
Stephen W. Harbin	63	Chief Operating Officer and Chief of Staff
Christophe Quéva, Ph.D.	55	Chief Scientific Officer and Senior Vice President, Research
Non-Employee Directors		
Mitchell Finer, Ph.D.	62	Chairman
Scott Canute	62	Director
Luke Evin, Ph.D.	58	Director
Mary Kay Fenton	58	Director
Spencer Nam	52	Director
Eric Rubin, M.D.	63	Director
Barbara Yanni	67	Director

There are no family relationships among any of our directors or executive officers.

Executive Officers

Theodore (Ted) Ashburn, M.D., Ph.D. has served as our President and Chief Executive Officer and as a member of our Board since July 2018. Prior to joining us, he served as Head of Oncology Development at Moderna, Inc. from September 2017 until July 2018, where he was responsible for overall design, integration and execution of its clinical-stage oncology programs. From February 2016 until July 2017, Dr. Ashburn served as the Head of Operations of Caperna, a Moderna venture focused on personalized cancer vaccines. From December 2014 until February 2016, he served as Senior Vice President, Product Strategy and Operations at Dicerna Pharmaceuticals, Inc. From December 2006 to December 2014, Dr. Ashburn held various positions of increasing responsibility at Genzyme/Sanofi Oncology, including holding the position of global product leader for Leukine® and Elitek® in addition to various business development roles of increasing seniority. Dr. Ashburn has an M.D. from Harvard Medical School, a Ph.D. in Organic Chemistry from Massachusetts Institute of Technology and a B.S. from Ball State University where he majored in Chemistry and obtained a minor degree in Computer Science. We believe Dr. Ashburn provides invaluable insight and guidance to our Board and our Company due to his extensive technical skills and executive-level leadership experience in the field of oncological biotherapeutics, as well as his operating and historical experience gained from serving as our President and Chief Executive Officer.

John M. Goldberg, M.D. has served as our Chief Medical Officer since February 2022 and prior to that as our Senior Vice President, Clinical Development since October 2018. Prior to joining us, he served as the Senior Medical Director at H3 Biomedicine Inc., a developer of genomics-based cancer therapies, from November 2016 until October 2018, Medical Director at Agenus, Inc., a publicly traded biotechnology company, from July 2015 until November 2016, and as the Director of Pediatric Oncology Early Phase Clinical Trials, including leading the pediatric oncology Phase 1 program, at the University of Miami, Miller School of Medicine from 2008 until July 2015. Dr. Goldberg has extensive experience in the design, oversight and conduct of first-in-human clinical oncology trials of neo-antigen vaccines, dendritic cell vaccines and GVAX® (a cell-based granulocyte macrophage-colony stimulating factor gene-transduced tumor vaccine), as well as the design, oversight and conduct of clinical trials of checkpoint inhibitors and costimulatory agonists. He is a pediatric oncologist with 14 years of experience treating children with cancer and enrolling patients to phase 1 trials. Dr. Goldberg served as a fellow and a junior faculty member at the Dana-Farber Cancer Institute from 2002 until 2008 and as a Pediatric Resident at the University of Rochester from 1999 until 2002. Dr. Goldberg holds a M.D. from the University of Massachusetts Medical School and an A.B. in Biological Sciences from the University of Chicago.

Stephen W. Harbin has served as our Chief Operating Officer and Chief of Staff since December 2020. Since April 2019, Mr. Harbin has served as President of Albourne Consulting LLC, a consultancy firm he owns that provides strategic counsel to early-stage biotech companies. In this capacity, Mr. Harbin provided consulting services to us in connection with our strategic manufacturing and operational objectives from July 2019 until his appointment as our Chief Operating Officer and Chief of Staff. Previously, Mr. Harbin served as the Chief Sustainability Officer and Senior Vice President of Corporate Facilities & Norwood Manufacturing at Moderna, Inc., a U.S.-based biotechnology company, from August 2017 to April 2019. Prior to that, he served as the Senior Vice President of

Global Operations, Quality & Corporate Facilities at Moderna from October 2016 to August 2017, and as Senior Vice President, Human Resources, Global Operations, Quality & Corporate Facilities at Moderna from July 2013 to October 2016. Mr. Harbin also previously held the position of Senior Vice President, Global Operations at bioMérieux SA, a multinational biotechnology company, and served in a variety of senior business and operational leadership roles for both publicly and privately held biotechnology companies. Mr. Harbin holds a B.S. in Agriculture and a diploma in Farm Management from Durham College of Agriculture and Horticulture in the United Kingdom.

Christophe Quéva, Ph.D. has served as our Chief Scientific Officer and Senior Vice President, Research since October 2017. Since May 2021, he has served as a venture partner at BPI France. Prior to joining us, from August 2015 until September 2017, he was the Chief Scientific Officer at iTeos Therapeutics SA, a biopharmaceutical company headquartered in Belgium focused on the development of innovative immuno-oncology therapies. From 2012 until July 2015, Dr. Quéva was the Director of Biology, Translational Medicine and, previously, the Director of Biology, Oncology and Inflammation, at Gilead Sciences, Inc., a biopharmaceutical company. From 2006 until 2011, Dr. Quéva served as Director of Research, Hematology Oncology Therapeutic Area at Amgen Inc., a multinational biopharmaceutical company, and from 1998 to 2006 he held various positions at AstraZeneca, a multinational pharmaceutical company. Dr. Quéva served as a post-doctoral fellow at Fred Hutchinson Cancer Research Center in Seattle, Washington, after receiving his Ph.D. in Life and Health Sciences from the University of Lille, France.

Non-Employee Directors

Mitchell Finer, Ph.D., a co-founder of our company, has served as Chairman of our Board since January 2022 and previously as Executive Chairman of our Board since July 2018, after serving as a member of our Board since January 2016. From January 2016 until June 2018, he served as our Chief Executive Officer and Chief Scientific Officer. Dr. Finer has served as an Executive Partner of MPM Capital, Inc., since August 2015, and currently serves as the Chief Scientific Officer of ElevateBio LLC, a position he has held since May 2019, President of ElevateBio BaseCamp, Inc. since May 2019, and Chief Executive Officer of LifeEDIT Technologies Incorporated since November 2020. Prior to joining MPM Capital, Dr. Finer was the Chief Scientific Officer of bluebird bio, Inc. from 2010 until June 2015. Dr. Finer co-founded and served on the board of directors of Adverum Biotechnologies, Inc. and CODA Biotherapeutics, Inc., where he also served as interim Chief Executive Officer from April 2017 to July 2018. He currently serves on the board of directors of Turmeric Acquisition Corp., a publicly traded special purpose acquisition company formed by MPM Capital, and previously served on the board of directors of TCR2 Therapeutics, Inc. He also serves on the board of directors of the following privately-held biotechnology companies: ElevateBio, LLC, CODA Biotherapeutics, Inc., LifeEDIT Technologies Incorporated and Abata Therapeutics, Inc. Dr. Finer received a Ph.D. in Biochemistry and Molecular Biology from Harvard University and a B.A. in Biochemistry and Bacteriology from the University of California, Berkeley. He completed a postdoctoral fellowship at the Whitehead Institute for Biomedical Research. We believe Dr. Finer is qualified to serve as a member of our Board because of his operational, strategic and corporate leadership experience and his experience as a founder of numerous biopharmaceutical companies, including as our co-founder.

Scott Canute has served on our Board since December 2020. Previously, he served as the President of Global Manufacturing and Corporate Operations at Genzyme Corporation from 2010 to 2011, and before that, in various positions with Eli Lilly and Company over the span of 25 years, including as President, Global Manufacturing Operations from 2004 to 2007. Mr. Canute served as a director of Flexion Therapeutics, Inc., a publicly traded biopharmaceuticals company, from March 2015 to November 2021. Mr. Canute joined the board of directors of Immunomedics, Inc., a publicly traded biopharmaceutical company, in March 2017, serving in that capacity until its acquisition by Gilead Sciences in October 2020, during which time he served as that company's Executive Director from March 2019 until April 2020. Within the past five years, Mr. Canute also served as a member of the boards of directors of the publicly traded biopharmaceuticals companies Akebia Therapeutics, Inc., Proteon Therapeutics, Inc. (prior to its merger with ArTara Therapeutics, Inc.) and Outlook Therapeutics, Inc. (previously Oncobiologics, Inc.). Mr. Canute also previously served as a member of the board of directors of AlloCure, Inc. and Inspiration Biopharmaceuticals, Inc. In addition, Mr. Canute previously served on the board of directors of the National Association of Manufacturers and the Indiana Manufacturers Association. He holds a Master of Business Administration from Harvard Business School and a Bachelor of Science in Chemical Engineering from the University of Michigan. We believe that Mr. Canute's manufacturing and operational experience in the biopharmaceutical industry and his experience of serving on the boards of directors for a variety of biopharmaceuticals companies qualifies Mr. Canute to serve on our Board.

Luke Evnin, Ph.D. has served on our Board since March 2016. Dr. Evnin co-founded MPM Capital, an early-stage life sciences venture investing firm, in 1997, where he currently serves as Managing Director. Prior to co-founding MPM Capital, Dr. Evnin spent seven years as a venture capitalist at Accel Partners, a venture capital firm, including four years as general partner, where he focused on investments in emerging healthcare companies. Dr. Evnin currently serves as Chief Executive Officer of Turmeric Acquisition Corp., a publicly traded special purpose acquisition company formed by MPM Capital. In 2015 Dr. Evnin co-founded Harpoon Therapeutics Inc., a publicly held immunotherapy company, and until July 2020 served as chairman of its board of directors. From October 2017 to June 2019, Dr. Evnin served as the interim Chief Executive Officer of Werewolf Therapeutics, Inc., where he

continues to serve as chairman of its board of directors. Dr. Evin has also served on the board of directors of many public and private companies over his 28-year venture capital career, including serving as a director of Syndax Pharmaceuticals, Inc., EnteroMedics Inc. (now known as ReShape Lifesciences Inc.), Epix Medical, Inc., Intercell AG, Metabasis Therapeutics, Inc. (acquired by Ligand Pharmaceuticals, Inc.), Oscient Pharmaceuticals Corp., Pacira Pharmaceuticals Inc., Restore Medical, Inc. (acquired by Medtronic, Inc.), Sonic Innovations, Inc. and Signal Pharmaceuticals, Inc. (acquired by Celgene Corporation). He currently serves, on behalf of MPM Capital, as a director for eight private companies in addition to his role as member of our Board. Dr. Evin also serves as chairman of the board of directors of the Scleroderma Research Foundation, a not-for-profit entity. Dr. Evin holds an A.B. in Molecular Biology from Princeton University and a Ph.D. in Biochemistry from the University of California, San Francisco. We believe that Dr. Evin's depth and expertise in the life sciences and venture capital industries including significant experience serving on boards of directors and his educational background provide him with the qualifications and skills to serve on our Board.

Mary Kay Fenton has served as a member of our Board since December 2019. Since March 2021, she has served as Chief Financial Officer of Talaris Therapeutics, Inc., a cell therapy company. From October 2019 to March 2021, she served as the Vice President of Strategic Operations, Vertex Cell & Genetic Therapies of Vertex Pharmaceuticals, Inc. Ms. Fenton joined Vertex upon completion of the acquisition of Semma Therapeutics, Inc. by Vertex in October 2019. From May 2019 until October 2019, Ms. Fenton served as the Chief Financial Officer and Chief Operating Officer of Semma. From 2006 until December 2018, Ms. Fenton served as Executive Vice President and Chief Financial Officer of Achillion Pharmaceuticals, Inc. and from October 2000 until January 2006, Ms. Fenton held the position of Executive Vice President at Achillion. Prior to joining Achillion, Ms. Fenton held various positions within the Technology Industry Group at PricewaterhouseCoopers LLP, from August 1991 until October 2000, including as Senior Manager responsible for the life sciences practice in Connecticut. Ms. Fenton holds an M.B.A. in Finance from the Graduate School of Business at the University of Connecticut and an A.B. in Economics from the College of the Holy Cross. We believe that Ms. Fenton's extensive executive leadership experience and her background in finance and operations provide her with the qualifications and skills to serve on our Board.

Spencer Nam has served as a member of our Board since August 2019. Since January 2019, he has served as a Managing Partner at Kensington-SV Global Innovations LP, a healthcare venture capital fund. Mr. Nam was instrumental in the formation of Kensington-SV Global in 2018 and Mr. Nam has served as a managing director of SV Investment Corp., a Korean healthcare investment firm, since February 2017. Prior to joining SV Investment Corp., Mr. Nam was a senior research fellow at the Clayton Christensen Institute for Disruptive Innovation from 2014 through 2017 where he researched disruptive innovation models in the healthcare industry. Previously, he worked as a licensed securities analyst for several Wall Street investment banks where he had research coverage on publicly traded companies in medical devices, diagnostics and life science tools. Prior to his tenure as a securities analyst, Mr. Nam was an associate at TDI Capital, a venture capital firm, where he conducted investment analysis on companies in the life sciences and technology sectors. Prior to TDI Capital, he was a management consultant at Bain & Company. Mr. Nam holds an M.B.A. from Harvard Business School and a B.A. in Mathematics from Harvard College. We believe Mr. Nam is qualified to serve on our Board due to his experience in the healthcare venture capital sector, extensive background in the financial and healthcare industries and his educational background.

Eric H. Rubin, M.D. joined our board of directors in June 2021. Dr. Rubin has served as a Senior Vice President of Oncology of Merck & Co., Inc., a publicly traded biopharmaceutical company, since January 2018, where he oversees development of Merck's early oncology pipeline and translational oncology research activities. Prior to that position, Dr. Rubin was Vice President of Oncology at Merck, overseeing clinical oncology development from April 2008 until January 2018. Additionally, Dr. Rubin served as Director of the Investigational Therapeutics Division at the Cancer Institute of New Jersey from 1998 to 2008 and as a faculty member at several institutions, including the Dana-Farber Cancer Institute, from 1992 to 1995, and currently as an adjunct professor in the Departments of Medicine and Pharmacology, Robert Wood Johnson Medical School, University of Medicine and Dentistry of New Jersey, a position he has held since 2008. In addition, Dr. Rubin is currently the Co-Chair of the Cancer Steering Committee of the Biomarkers Consortium, a public-private research partnership managed by the Foundation for the National Institutes of Health, a position he has held since 2015, and a member of the Science Policy and Governmental Affairs Committee for the American Association for Cancer Research, a position he has held since 2014. Dr. Rubin was also previously a member of the National Cancer Moonshot Initiative Blue Ribbon Panel Working Group on Expanding Clinical Trials in 2016. He has an M.D. from the University of South Florida and a B.S. in Mathematics from Tulane University. We believe that Dr. Rubin is qualified to serve on our Board due to his clinical development experience in the field of oncology and leadership experience in the biopharmaceutical industry and in academia.

Barbara Yanni joined our board of directors in July 2021. She previously served as Vice President and Chief Licensing Officer at Merck & Co. from November 2001 until her retirement in March 2014. Prior to this role, Ms. Yanni held various roles at Merck including in corporate development, financial evaluation, and tax. Ms. Yanni currently serves as an independent director on the boards of three public biotechnology companies: Trevena, Inc., since July 2014, Vaccinex, Inc., since March 2015, and Pharming Group N.V. since December 2020. She is also currently an independent director of Mesentech, a private biotechnology company. Ms. Yanni

previously served on the board of directors of Akcea Therapeutics, Inc. from December 2019 until the company's sale in October 2020 and Abionyx Pharma SA from July 2018 to January 2020, both of which were public biotechnology companies, and Symic Holdings, LLC, a private biotechnology company from 2015 to 2019. Ms. Yanni earned a J.D. from Stanford Law School and an A.B. from Wellesley College. She also holds a Masters of Law in Taxation from New York University Law School. We believe that Ms. Yanni is qualified to serve on our Board based on her extensive experience in biotechnology and pharmaceutical business evaluation and transaction execution, as well as her financial and general business knowledge.

Audit Committee and Audit Committee Financial Expert

We have a separately designated standing Audit Committee of the Board established in accordance with Section 3(a)(58)(A) of the Exchange Act to oversee our corporate accounting and financial reporting processes and audits of our financial statements.

Ms. Fenton, Dr. Evnin, Mr. Nam and Ms. Yanni serve as the current members of the Audit Committee, with Ms. Fenton serving as Chair of the Audit Committee. The Board also determined that Ms. Fenton is an "audit committee financial expert" within the meaning of the SEC regulations and applicable listing standards of Nasdaq. Our Board has determined that each of the members of our Audit Committee satisfies the independence requirements under the listing standards of Nasdaq and Rule 10A-3(b)(1) of the Exchange Act.

Code of Business Conduct and Ethics

We have adopted a Code of Business Conduct and Ethics that applies to all employees, officers and directors, including our principal executive officer, principal financial officer and principal accounting officer, or persons performing similar functions. The Code of Business Conduct and Ethics is available in the "Investors & Media/Corporate Governance/Governance Documents" section of our website, www.oncorus.com. If we make any substantive amendments to the Code of Business Conduct and Ethics or grant any waiver from a provision of the Code to any executive officer or director, we will promptly disclose the nature of the amendment or waiver on our website. The reference to our website does not constitute incorporation by reference of the information contained at or available through our website.

Item 11. Executive Compensation.

Compensation Overview

For the year ended December 31, 2021, our Chief Executive Officer and our two other most highly compensated officers were:

- Theodore (Ted) Ashburn, M.D., Ph.D., our President and Chief Executive Officer;
- Stephen W. Harbin, our Chief Operating Officer and Chief of Staff; and
- John P. McCabe, our former Chief Financial Officer, Treasurer and Secretary, who served in this role until April 2022.

We refer to these executive officers as our named executive officers.

Summary Compensation Table

The following table shows the total compensation awarded to, earned by, or paid to each of our named executive officers for the years ended December 31, 2021 and 2020.

NAME AND PRINCIPAL POSITION	YEAR	SALARY (\$) ⁽¹⁾	BONUS (\$)	OPTION AWARDS (\$) ⁽²⁾	NON-EQUITY INCENTIVE PLAN COMPENSATION (\$) ⁽³⁾	ALL OTHER COMPENSATION (\$) ⁽⁴⁾	TOTAL (\$)
Theodore (Ted) Ashburn, M.D., Ph.D.	2021	523,000	—	2,252,680	228,813	8,700	3,013,193
<i>President, Chief Executive Officer and Director</i>	2020	448,607	75,000 ⁽⁵⁾	1,357,701	202,611	—	2,083,919
Stephen W. Harbin	2021	250,000	—	1,053,341	145,833	7,709	1,456,883
<i>Chief Operating Officer and Chief of Staff</i>	2020	67,178 ⁽⁶⁾	—	5,606,802	6,970 ⁽⁷⁾	—	5,680,950
John P. McCabe⁽⁸⁾	2021	393,300	—	870,440	137,655	8,700	1,410,095
<i>Former Chief Financial Officer and Treasurer</i>	2020	346,195	50,000 ⁽⁵⁾	—	—	—	396,195

(1) Salary amounts represent actual amounts paid. See “—Narrative to the Summary Compensation Table—Annual Base Salary” below.

(2) This column reflects the aggregate grant date fair value of option awards granted during the applicable year measured pursuant to Financial Accounting Standard Board Accounting Standards Codification Topic 718, the basis for computing stock-based compensation in our consolidated financial statements. This calculation assumes that the named executive officer will perform the requisite service for the award to vest in full as required by SEC rules. The assumptions we used in valuing options are described in Note 10 to our annual consolidated financial statements included in our Annual Report on Form 10-K filed with the SEC on March 9, 2022. These amounts do not reflect the actual economic value that will be realized by the named executive officer upon vesting of the stock options, the exercise of the stock options, or the sale of the common stock underlying such stock options.

(3) Reflects performance-based cash bonuses awarded to our named executive officers which were earned in the reported year but paid in the first quarter of the subsequent year. See “—Non-Equity Incentive Plan Compensation” below for a description of the material terms of the program pursuant to which this compensation was awarded.

(4) Amounts in this column represent employer matching contributions to our 401(k) plan.

(5) Represents cash bonuses paid upon the completion of our initial public offering in October 2020.

(6) Amount includes consulting fees of \$49,633 for service prior to his employment.

(7) Represents a pro-rated bonus payment to Mr. Harbin for his service as an employee in 2020.

(8) Mr. McCabe resigned from his position as our Chief Financial Officer and Treasurer effective as of April 1, 2022.

Narrative to the Summary Compensation Table

The Compensation Committee of our board of directors has historically determined our executives’ compensation and determines the compensation of our named executive officers. Our Compensation Committee typically reviews and discusses management’s proposed compensation with the Chief Executive Officer for all executives other than the Chief Executive Officer. Based on those discussions and its discretion, the Compensation Committee then approves the compensation of each executive officer after discussions without members of management present. Any adjustments to the compensation of the Chief Executive Officer as well as any equity awards to be granted to the Chief Executive Officer is approved by the Board. We generally do not provide perquisites or personal benefits to our named executive officers that are not available to our employees generally.

Annual Base Salary

The annual base salaries of our named executive officers are generally reviewed, determined and approved by our Compensation Committee and Board, in the case of the Chief Executive Officer, periodically in order to compensate our named executive officers for the satisfactory performance of duties to our company. Annual base salaries are intended to provide a fixed component of compensation to our named executive officers, reflecting their skill sets, experience, roles and responsibilities. Base salaries for our named executive officers have generally been set at levels deemed necessary to attract and retain individuals with superior talent.

The following table sets forth the annual base salaries for each of our named executive officers for 2021 and 2022, as determined by the Compensation Committee and the Board:

NAME	2021 BASE SALARY (\$)	2022 BASE SALARY (\$)
Theodore (Ted) Ashburn, M.D., Ph.D. <i>President, Chief Executive Officer and Director</i>	523,000	558,000
Stephen W. Harbin <i>Chief Operating Officer and Chief of Staff</i>	250,000	430,000
John P. McCabe ⁽¹⁾ <i>Former Chief Financial Officer and Treasurer</i>	393,300	405,000

(1) Mr. McCabe resigned from his position as our Chief Financial Officer and Treasurer effective as of April 1, 2022, following which Mr. McCabe continues to serve as a consultant to us.

Non-Equity Incentive Plan Compensation

We seek to motivate and reward our executives for achievements relative to our corporate goals and expectations for each fiscal year. Each of our named executive officers is eligible to receive an annual performance bonus based on the achievement of individual and company-wide annual performance goals as determined by our Compensation Committee. Each officer is assigned a target bonus expressed as a percentage of his base salary.

Name	2021 Bonus Target (%)	2022 Bonus Target (%)
Theodore (Ted) Ashburn, M.D., Ph.D.	50	50
Stephen W. Harbin	40	40
John P. McCabe	40	40

The Board, upon the recommendation of the Compensation Committee, determined that the percentage attainment of our corporate goals for 2021 was 87.5%. Our 2021 corporate goals emphasized the presentation of positive clinical data in our ongoing clinical trial of ONCR-177, clinical candidate nominations for our other product candidates, the achievement of certain financing and business development targets, our ability to manage our business within our forecasted budget and to meet certain manufacturing goals, among other objectives. Each of our named executive officers was paid 87.5% of his target bonus amount, which amounts are reflected in the column of the Summary Compensation Table above titled “Non-Equity Incentive Plan Compensation.”

Harbin Special Bonus Opportunity

In February 2022, the Compensation Committee approved a one-time special bonus for Mr. Harbin in the amount of \$350,000, payable as described below. The Compensation Committee determined that this bonus opportunity was appropriate in light of Mr. Harbin’s base salary for 2021, which had been established at a lower level in contemplation of part-time employment, and in recognition of his full-time efforts during the year. Mr. Harbin is eligible to receive the full bonus on June 30, 2023, subject to his employment with us as of such date. In addition, in the event that we achieve specified milestones related to the operational readiness of our facility in Andover, Massachusetts prior to June 30, 2023, Mr. Harbin will be entitled to receive one-half of the bonus as of that earlier date. In addition, in the event that we achieve specified financial milestones related to our financing activities prior to June 30, 2023, Mr. Harbin will be entitled to receive one-half of the bonus opportunity as of that earlier date. Payment of the bonus as of such earlier date is in each case also subject to Mr. Harbin’s continued employment with us as of the date of milestone achievement. In the event Mr. Harbin’s employment is terminated for any reason, including in connection with or as a result of a change of control, he will forfeit any unpaid portion of the bonus. In the event that Mr. Harbin’s employment terminates after achievement of a specified milestone for which a portion of the bonus is earned, such amount paid to Mr. Harbin will not be subject to clawback by us or forfeiture by Mr. Harbin.

Equity Incentives

Although we do not have a formal policy with respect to the grant of equity incentive awards to our executive officers, or any formal equity ownership guidelines applicable to them, we believe that equity grants provide our executives with a strong link to our

long-term performance, create an ownership culture and help align the interests of our executives with those of our stockholders. In addition, we believe that equity grants with a time-based vesting feature promote executive retention because this feature incentivizes our executive officers to remain employed by us during the vesting period. Accordingly, our Compensation Committee periodically reviews the equity incentive compensation of our executive officers and from time to time may grant or, in the case of the Chief Executive Officer, may make a recommendation to our board of directors to grant equity incentive awards in the form of stock options and restricted stock awards.

We use stock options and restricted stock awards to compensate our executive officers in the form of initial grants in connection with the commencement of employment and also at other various times during their employment. Stock options and restricted stock awards are granted to our executive officers by the Compensation Committee or by our board of directors. None of our executive officers is currently party to an employment agreement that provides for automatic award of stock options or restricted stock awards. We have granted stock options and restricted stock awards to our executive officers with time-based vesting. The options and restricted stock awards that we have granted to our executive officers typically become exercisable as to 25% of the shares underlying the option or vest with respect to 25% of the restricted shares, as the case may be, on the first anniversary of the grant date, and as to an additional 1/48th of the original number of shares underlying the option or restricted shares, as the case may be, monthly thereafter. Vesting rights of stock options cease upon termination of employment and exercise rights cease shortly after termination, except that exercisability is extended in the case of death or disability. Vesting rights of restricted stock awards cease upon termination of employment and we have a right to repurchase unvested restricted shares within a limited period of time following termination of employment. Prior to the exercise of an option, the holder has no rights as a stockholder with respect to the shares subject to such option, including no voting rights and no right to receive dividends or dividend equivalents. Prior to vesting of restricted stock awards, the holder generally has rights as a stockholder with respect to the restricted shares, including voting rights and the right to receive dividends on vested shares or dividend equivalents, subject to certain exceptions.

In March 2021 and 2022, we granted options to purchase shares of our common stock to our named executive officers in the amounts listed next below under our 2020 Equity Incentive Plan (the "2020 Plan"). Each of these options granted in March 2021 is exercisable at a price per share equal to the closing trading price of our Common Stock on March 1, 2021 as reported by Nasdaq, which was \$15.85, and vests as to 25% of the underlying shares on the first anniversary of the grant date, with the remainder vesting in equal monthly installments over 36 months thereafter, subject to the named executive officer's continuous service through each applicable vesting date. The options granted in March 2022 are exercisable at a price per share equal to the closing trading price of our Common Stock on March 1, 2022 as reported by Nasdaq, which was \$2.00, and are subject to the same vesting schedule applicable to the 2021 options. Mr. Harbin was granted options to purchase 87,125 shares of our common stock in June 2021. Mr. Harbin's options are exercisable at a price per share equal to the closing trading price of our Common Stock on June 15, 2021 as reported by Nasdaq, which was \$16.79, and vests as to 25% of the underlying shares on the first anniversary of the grant date, with the remainder vesting in equal monthly installments over 36 months thereafter, subject to his continuous service through each applicable vesting date.

Name	Number of shares of Common Stock Underlying Options Granted in 2021	Number of shares of Common Stock Underlying Options Granted in 2022
Theodore (Ted) Ashburn, M.D., Ph.D.	199,000	211,000
Stephen W. Harbin	87,125	87,500
John P. McCabe	76,894	90,000

Outstanding Equity Awards as of December 31, 2021

The following table provides information regarding stock options held by our named executive officers that were outstanding as of December 31, 2021. None of our named executive officers held other stock awards at the end of 2021.

OPTION AWARDS				
NAME	NUMBER OF SECURITIES UNDERLYING UNEXERCISED OPTIONS (#) EXERCISABLE	NUMBER OF SECURITIES UNDERLYING UNEXERCISED OPTIONS (#) UNEXERCISABLE	OPTION EXERCISE PRICE (\$)	OPTION EXPIRATION DATE ⁽¹⁾
Theodore (Ted) Ashburn, M.D., Ph.D.	299,317	51,104 ⁽²⁾	1.81	11/13/2028
	191,950	149,295 ⁽³⁾	5.32	9/16/2029
	36,932	89,692 ⁽⁴⁾	15.00	9/30/2030
Stephen W. Harbin		199,000 ⁽⁵⁾	15.85	2/28/2031
	2,068	— ⁽⁶⁾	3.87	8/14/2029
	646	1,422 ⁽⁷⁾	14.99	9/21/2030
	42,250	126,750 ⁽⁸⁾	27.99	12/6/2030
	—	113,000 ⁽⁹⁾	27.99	12/6/2030
John P. McCabe	—	87,125 ⁽¹⁰⁾	16.79	6/14/2031
	98,555	32,852 ⁽¹¹⁾	1.81	2/27/2029
	60,365	46,951 ⁽¹²⁾	5.32	9/16/2029
	—	76,894	15.85	2/28/2031

(1) In each case the option expiration date is ten years after the date of grant.

(2) 25% of the shares subject to the option vested on July 16, 2019, and one 1/36th of the remaining shares subject to the option vested or shall vest each month thereafter, subject to the officer's continued service through each such date.

(3) 25% of the shares subject to the option vested on September 17, 2020, and 1/36th of the remaining shares subject to the option vested or shall vest each month thereafter, subject to the officer's continued service through each such date.

(4) 25% of the shares subject to the option vested on September 15, 2021, and 1/36th of the remaining shares subject to the option vested or shall vest each month thereafter, subject to the officer's continued service through each such date.

(5) 25% of the shares subject to the option vested on March 1, 2022, and 1/36th of the remaining shares subject to the option shall vest each month thereafter, subject to the officer's continued service through each such date.

(6) 25% of the shares subject to the option vested on September 23, 2021, and 1/36th of the remaining shares subject to the option vested or shall vest each month thereafter, subject to the officer's continued service through each such date.

(7) 25% of the shares subject to the option vested on December 7, 2021, and 1/36th of the remaining shares subject to the option vested or shall vest each month thereafter, subject to the officer's continued service through each such date.

(8) This option vests in full on December 7, 2024, subject to the officer's continued service through such date. In addition, the option is subject to accelerated vesting as follows: (a) 1/3 of the underlying shares shall vest on the date that the first oHSV GMP batch is released for clinical use at our manufacturing facility, (b) 1/3 of the underlying shares shall vest on the date that the first Synthetic GMP batch is released for clinical use at our manufacturing facility and (c) 1/3 of the underlying shares shall vest on the date that three consecutive commercially-viable validation runs generating ONCR-177 drug product available for commercial use are completed, subject to the officer's continued service through each such date.

(9) 25% of the shares subject to the option shall vest on June 15, 2022, and 1/36th of the remaining shares subject to the option shall vest each month thereafter, subject to the officer's continued service through each such date.

(10) 25% of the shares subject to the option vested on December 11, 2019, and one 1/36th of the remaining shares subject to the option vested or shall vest each month thereafter, subject to the officer's continued service through each such date.

(11) 25% of the shares subject to the option vested on September 17, 2020, and 1/36th of the remaining shares subject to the option vested or shall vest each month thereafter, subject to the officer's continued service through each such date.

(12) 25% of the shares subject to the option vested on March 1, 2022, and 1/36th of the remaining shares subject to the option shall vest each month thereafter, subject to the officer's continued service through each such date.

Employment Agreements and Potential Payments and Benefits Upon Termination or Change in Control

Below are descriptions of our employment agreements and arrangements with our named executive officers. The agreements generally provide for at-will employment without any specific term and set forth the named executive officer's initial base salary, annual target bonus and severance benefits upon a qualifying termination of employment or change in control of our company. Each named executive officer is also eligible to participate in all employee benefit plans that are generally available to our employees. Furthermore, each of our named executive officers has executed our standard form of proprietary information and inventions assignment agreement. The key terms of the employment agreements with our named executive officers, including potential payments upon termination or change in control, are described below.

Theodore (Ted) Ashburn, M.D., Ph.D. We entered into an employment agreement with Dr. Ashburn in July 2018 setting forth the terms of his employment, which was subsequently amended in November 2018 and April 2020, and was amended and restated in connection with our IPO. Dr. Ashburn was entitled to an initial annual base salary of \$400,000, which was subsequently increased in January 2021 to \$523,000 and in January 2022 to \$558,000. Dr. Ashburn is also eligible to receive an annual performance bonus pursuant to the agreement as a target bonus based on his achievement of performance objectives set by our Board, after consultation with Dr. Ashburn, as well as overall company and individual performance. In connection with the closing of the IPO, Dr. Ashburn's target bonus amount was increased to 50% of his base salary.

Dr. Ashburn's amended and restated employment agreement also provides for certain severance benefits. In the event of a termination without cause or for good reason, not in connection with a change in control (each term as defined in his employment agreement), Dr. Ashburn is entitled to receive cash severance payments equal to 12 months of base salary, payment by us of the cost of up to 12 months of COBRA continuation coverage, any earned but unpaid annual bonus from the year prior to the year of the termination, accelerated vesting of any outstanding time-based equity awards that would have vested in the 12 months following the date of termination, and an additional severance payment equal to a pro rata portion of Dr. Ashburn's target annual bonus for the year in which the termination occurs. In the event of a termination without cause or for good reason within 60 days prior to or 12 months following a change in control, Dr. Ashburn will be entitled to receive 18 months of cash severance, up to 18 months of COBRA continuation coverage and full accelerated vesting of all outstanding equity awards.

Stephen W. Harbin. We entered into an employment agreement with Mr. Harbin in December 2020 setting forth the terms of his employment. Mr. Harbin was entitled to an annual base salary of \$250,000 in 2021, in exchange for his commitment to providing services to us approximately three days per week. His salary was increased to \$430,000 for 2022, in recognition that he is now employed by us on a full-time basis. Mr. Harbin is eligible to receive a target annual bonus per calendar year in an amount up to 40% of his annual base salary. Mr. Harbin was granted a stock option under the 2020 Plan to purchase (a) 169,000 shares of our common stock, subject to vesting as to 25% of the underlying shares on December 7, 2021 and as to the remaining underlying shares in equal monthly installments over 36 months thereafter, subject to Mr. Harbin's continued service through each such vesting date, and (b) 113,000 shares of our common stock that will vest on December 7, 2024, subject to accelerated vesting upon the achievement of specified milestones as described in the Outstanding Equity Awards table above.

Mr. Harbin's employment agreement also provides for certain severance benefits. In the event of a termination without cause or for good reason, not in connection with a change in control (each term as defined in his employment agreement), Mr. Harbin is entitled to receive cash severance payments equal to 12 months of base salary, payment by us of the cost of up to 12 months of COBRA continuation coverage, and accelerated vesting of any outstanding time-based equity awards that would have vested in the 12 months following the date of termination. In the event of a termination without cause or for good reason within 60 days prior to or 12 months following a change in control, in addition to the severance benefits for a non-change in control termination, Mr. Harbin would receive full accelerated vesting of all outstanding equity awards.

John P. McCabe. We entered into an offer letter with Mr. McCabe in July 2019 setting forth the terms of his employment, and in connection with our IPO, we entered into an employment agreement with Mr. McCabe. Mr. McCabe was entitled to an initial annual base salary of \$330,000, which was subsequently increased, most recently in February 2022, to \$405,000.

In connection with the closing of the IPO in October 2020, Mr. McCabe's annual target bonus was increased to 40%. Mr. McCabe's employment agreement also provided for certain severance benefits. In the event of a termination without cause or for good reason, not in connection with a change in control (each term as defined in his employment agreement), Mr. McCabe was entitled to receive cash severance payments equal to 12 months of base salary, payment by us of the cost of up to 12 months of COBRA continuation coverage, any earned but unpaid annual bonus from the year prior to the year of the termination, and accelerated vesting of any outstanding time-based equity awards that would have vested in the 12 months following the date of termination. In the event of a termination without cause or for good reason within 60 days prior to or 12 months following a change in control, in addition to the

severance benefits for a non-change in control termination, Mr. McCabe would have received full accelerated vesting of all outstanding equity awards.

As previously disclosed, effective April 1, 2022, Mr. McCabe resigned as our Chief Financial Officer and Treasurer. In connection with his resignation, we and Mr. McCabe entered into a consulting agreement pursuant to which, among other things, Mr. McCabe is providing advisory services to us for a period of up to six months. As consideration for his advisory services, Mr. McCabe will be paid an hourly rate and his outstanding equity awards will continue to vest during the term of the consulting agreement.

Equity Benefit Plans

For more information on our current equity compensation program and decisions regarding the grants of equity awards in fiscal 2021 for our named executive officers, see “Equity Incentives” above. Since the completion of our IPO in October 2020, we have granted equity awards to employees, including our named executive officers, under our 2020 Plan. Outstanding equity awards held by our named executive officers that we granted prior to our IPO were granted under our 2016 Plan. Our Board has delegated authority to our Compensation Committee to administer the terms of our 2020 Plan and 2016 Plan. Please refer to the plan documents filed as exhibits to our Annual Report on Form 10-K for the year ended December 31, 2021 filed with the SEC on March 9, 2022 for the terms of such plans.

Other Benefits and Perquisites; Health and Welfare Benefits

We provide a comprehensive benefits package, including medical insurance, dental insurance, vision insurance, life insurance, disability insurance and an employee stock purchase plan, which is intended to meet the requirements of Section 423 of the Code. These benefits are generally available to all employees, including our named executive officers. We believe the benefits described above and our 401(k) matching program described below are necessary and appropriate to provide a competitive compensation package to our named executive officers and employees.

We do not provide our named executive officers with any perquisites that we do not provide to all of our other employees.

No Tax Gross-Ups

We do not make gross-up payments to cover our named executive officers’ personal income taxes that may pertain to any of the compensation or perquisites paid or provided by us.

401(k) Plan

We maintain a 401(k) plan intended to qualify as a tax-qualified plan under Section 401 of the Code with the 401(k) plan’s related trust intended to be tax exempt under Section 501(a) of the Code. The 401(k) plan provides that each participant may contribute up to the lesser of 100% of his or her compensation or the statutory limit, which was \$19,500 for calendar year 2021 and is \$20,500 for 2022. Participants who are age 50 and older during the tax year may make additional elective deferrals of up to \$6,500 for the calendar years 2021 and 2020. Beginning on January 1, 2021, we have made matching contributions of up to 3.0% of their compensation in accordance with IRS annual compensation limits of \$305,000 in 2022 and \$290,000 in 2021. Employees’ contributions are allocated to each participant’s individual account and are then invested in selected investment alternatives according to the participant’s directions. Employees are immediately and fully vested in their contributions.

Rule 10b5-1 Sales Plans

Our directors and executive officers may adopt written plans, known as Rule 10b5-1 plans, in which they will contract with a broker to buy or sell shares of our common stock on a periodic basis. Under a Rule 10b5-1 plan, a broker executes trades pursuant to parameters established by the director or officer when entering into the plan, without further direction from the director or officer. It is also possible that the director or officer could amend or terminate the plan when not in possession of material, nonpublic information. In addition, our directors and executive officers may buy or sell additional shares outside of a Rule 10b5-1 plan when they are not in possession of material, nonpublic information.

Director Compensation

Non-Employee Director Compensation Policy

In October 2020, following market research and advice from its compensation consultant, our Board adopted a non-executive director compensation policy, to be effective immediately upon the closing of our IPO. This policy was subsequently amended in March 2021.

Under our director compensation policy, we pay our non-employee directors a cash retainer for service on our Board and for service on each committee on which the director is a member. The chairman of the Board and the chairman of each committee receive higher retainers for such service. These fees are payable in arrears in four equal quarterly installments on the last day of each quarter, provided that the amount of such payment is prorated for any portion of such quarter that the director is not serving on our Board. Under our current policy, the fees paid to non-employee directors for service on the board of directors and for service on each committee of our Board on which the director is a member are as follows:

	MEMBER ANNUAL FEE	CHAIRMAN ADDITIONAL ANNUAL FEE
Board of Directors	\$ 35,000	\$ 30,000
Audit Committee	7,500	7,500
Compensation Committee	5,000	5,000
Nominating and Corporate Governance Committee	4,500	4,000

We also reimburse our non-employee directors for reasonable travel and other expenses incurred in connection with attending meetings of our Board and any committee of our Board on which they serve.

In addition, under our director compensation policy, each non-employee director receives, upon his or her initial election or appointment to our Board, an option to purchase 25,000 shares of our common stock under the 2020 Plan. Each of these options vest in equal monthly installments until all shares are vested on the third anniversary of the date of grant, subject to the non-employee director's continued service as a director through each applicable vesting date. Further, on the date of each annual meeting of stockholders, each non-employee director that has served on our Board since at least the beginning of such calendar year will receive an option to purchase 12,500 shares of our common stock under the 2020 Plan. Each of these options will vest in equal monthly installments over the 12 months following the date of grant such that the option is fully vested on the first anniversary of the date of grant, subject to the non-employee director's continued service as a director through each applicable vesting date. For each non-employee director who remains in continuous service until immediately prior to the closing of a change in control (as defined in the 2020 Plan), the shares subject to his or her then outstanding initial grant and annual grants that were granted under the director compensation policy will become fully vested immediately prior to the closing of such change in control. All options issued to our non-employee directors under our director compensation policy are issued at exercise prices equal to the fair market value of our common stock on the date of grant and have a term of ten years.

Outstanding equity awards held by our independent directors that we granted prior to our initial public offering were granted under our 2016 Plan, and the shares subject to these awards will become fully vested upon a termination without cause.

2021 Non-Employee Director Compensation

The following table sets forth information regarding the compensation earned for service on our Board during the year ended December 31, 2021. Dr. Ashburn, our President and Chief Executive Officer, is also a member of our Board, but did not receive any additional compensation for service as a director. The compensation for Dr. Ashburn as an executive officer is set forth above under "—Summary Compensation Table."

NAME	FEES EARNED OR PAID IN CASH (\$)	OPTION AWARDS (\$) ⁽¹⁾⁽²⁾	ALL OTHER COMPENSATION (\$)	TOTAL (\$)
Mitchell Finer, Ph.D. ⁽⁴⁾	105,000	149,000	22,752 ⁽³⁾	276,752
Scott Canute	46,625	149,000	—	195,625
Luke Evnin, Ph.D.	51,625	149,000	—	200,625
Mary Kay Fenton	53,750	149,000	—	202,750
Robert Kirkman, M.D. ⁽⁵⁾	18,089	—	—	18,089
Briggs Morrison, M.D. ⁽⁶⁾	3,750	—	—	3,750
Spencer Nam	50,750	149,000	—	199,750
Eric Rubin, M.D. ⁽⁷⁾	20,861	298,000	—	318,861
Cameron Wheeler, Ph.D. ⁽⁵⁾	22,114	—	—	22,114
Barbara Yanni ⁽⁸⁾	14,960	235,455	—	250,415

(1) This column reflects the aggregate grant date fair value of option awards granted during the year measured pursuant to Financial Accounting Standard Board Accounting Standards Codification Topic 718, the basis for computing stock-based compensation in our consolidated financial statements. This calculation assumes that the director will perform the requisite service for the award to vest in full as required by SEC rules. The assumptions we used in valuing options are described in Note 10 to our annual consolidated financial statements included in this our Annual Report on Form 10-K filed with the SEC on March 9, 2022. These amounts do not reflect the actual economic value that will be realized by the director upon vesting of the stock options, the exercise of the stock options, or the sale of the common stock underlying such stock options.

(2) The table below lists the aggregate number of shares subject to option awards outstanding for each of our directors who served during 2021, other than Dr. Ashburn, as of December 31, 2021:

	NUMBER OF SHARES SUBJECT TO OUTSTANDING OPTIONS AS OF DECEMBER 31, 2021
Mitchell Finer, Ph.D.	275,312
Scott Canute	37,500
Luke Evnin, Ph.D.	12,500
Mary Kay Fenton	22,427
Robert Kirkman, M.D.	—
Briggs Morrison, M.D.	32,846
Spencer Nam	22,427
Eric Rubin, M.D.	25,000
Cameron Wheeler, Ph.D.	—
Barbara Yanni	25,000

(3) Represents insurance premiums paid by us on behalf of Dr. Finer for medical, dental, vision, life and disability insurance coverage.

(4) Dr. Finer transitioned from the role of Executive Chairman to non-executive Chairman of the Board effective January 25, 2022.

(5) Dr. Kirkman and Dr. Wheeler each retired from our Board effective as of our 2021 annual meeting of stockholders held on June 16, 2021.

(6) Dr. Morrison retired from our Board effective as of March 31, 2021.

(7) Dr. Rubin became a member of our Board effective as of June 16, 2021.

(8) Ms. Yanni became a member of our Board effective as of July 27, 2021.

Limitations of Liability and Indemnification Matters

Our amended and restated certificate of incorporation contains provisions that limit the liability of our current and former directors for monetary damages to the fullest extent permitted by Delaware law. Delaware law provides that directors of a corporation will not be personally liable for monetary damages for any breach of fiduciary duties as directors, except liability for:

- any breach of the director's duty of loyalty to the corporation or its stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law; or
- any transaction from which the director derived an improper personal benefit.

These limitations of liability do not apply to liabilities arising under federal securities laws and do not affect the availability of equitable remedies, such as injunctive relief or rescission.

Our amended and restated bylaws provide that we are required to indemnify our directors and officers to the fullest extent permitted by Delaware law and may indemnify our other employees and agents. Our amended and restated bylaws also provide that, on satisfaction of certain conditions, we will advance expenses incurred by a director or officer in advance of the final disposition of any action or proceeding, and permit us to secure insurance on behalf of any officer, director, employee or other agent for any liability arising out of his or her actions in that capacity regardless of whether we would otherwise be permitted to indemnify him or her under the provisions of Delaware law.

We have also entered and expect to continue to enter into indemnification agreements with our directors and officers. With certain exceptions, these indemnification agreements provide, among other things, that we will indemnify our directors and officers for certain expenses, including damages, judgments, fines, penalties, settlements and costs and attorneys' fees and disbursements, incurred by a director or officer in any claim, action or proceeding arising in his or her capacity as a director or officer of our company or in connection with service at our request for another corporation or entity. The indemnification agreements also provide for procedures that will apply in the event that a director or officer makes a claim for indemnification. We believe that the amended and restated certificate of incorporation and amended and restated bylaw provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers.

We also maintain a directors' and officers' insurance policy pursuant to which our directors and officers are insured against liability for actions taken in their capacities as directors and officers. We believe that these indemnification provisions and insurance are useful to attract and retain qualified directors and officers.

The limitation of liability and indemnification provisions contained in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against directors and officers, even though an action, if successful, might benefit us and our stockholders. A stockholder's investment may be harmed to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. There is no pending litigation or proceeding naming any of our directors or officers as to which indemnification is being sought, nor are we aware of any pending or threatened litigation that may result in claims for indemnification by any director or officer.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The following table sets forth information known to us regarding the beneficial ownership of shares of our common stock as of March 31, 2022, by: (i) each of our named executive officers; (ii) each of our current directors; (iii) all of our current executive officers and directors as a group; and (iv) each person, or group of affiliated persons, known by us to beneficially own more than 5% of any class of our voting securities.

Information with respect to beneficial ownership is based on information furnished to us by each director, executive officer or stockholder who holds more than 5% of our outstanding common stock, and Schedules 13G or 13D filed with the SEC, as the case may be. Beneficial ownership is determined according to the rules of the SEC and generally means that a person has beneficial ownership of a security if he or she possesses sole or shared voting or investment power of that security, and includes options and warrants that are currently exercisable within 60 days of March 31, 2022. Options to purchase shares of our common stock that are exercisable within 60 days of March 31, 2022, are deemed to be beneficially owned by the persons holding these options for the purpose of computing percentage ownership of that person, but are not treated as outstanding for the purpose of computing any other person's ownership percentage. Except as indicated in the footnotes below, each of the beneficial owners named in the table below has, to our knowledge, sole voting and investment power with respect to all shares of common stock listed as beneficially owned by him or her, except for shares owned jointly with that person's spouse.

We have based our calculation of beneficial ownership on 25,883,196 shares of our common stock outstanding as of March 31, 2022. Unless otherwise indicated, the address for each of the stockholders in the table below is c/o Oncorus, Inc., 50 Hampshire Street, Suite 401, Cambridge, Massachusetts 02139.

	Number of Shares Beneficially Owned	Percentage of Shares Beneficially Owned
5% or greater stockholders:		
Entities affiliated with Deerfield Management Company ⁽¹⁾	2,848,970	11.0 %
Entities affiliated with MPM Capital ⁽²⁾	2,718,343	10.5
UBS Oncology Impact Fund L.P. ⁽³⁾	2,252,953	8.7
CHI Advisors LLC ⁽⁴⁾	2,106,903	8.1
Citadel Multi-Strategy Equities Master Fund Ltd. ⁽⁵⁾	1,901,309	7.3
Entities affiliated with Blackrock, Inc. ⁽⁶⁾	1,354,009	5.2
Named executive officers and directors:		
Theodore (Ted) Ashburn, M.D., Ph.D. ⁽⁷⁾	770,831	2.9
Steve Harbin ⁽⁸⁾	92,783	*
John McCabe ⁽⁹⁾	206,214	*
Scott Canute ⁽⁹⁾	23,263	*
Mitchell Finer, Ph.D. ⁽¹⁰⁾	573,519	2.2
Luke Evnin, Ph.D. ⁽¹¹⁾	2,380,230	9.2
Mary Kay Fenton ⁽⁹⁾	19,454	*
Spencer Nam ⁽¹²⁾	19,724	*
Eric Rubin, M.D. ⁽⁹⁾	7,638	*
Barbara Yanni ⁽⁹⁾	6,944	*
All current executive officers and directors as a group (11 persons) ⁽¹³⁾	4,372,089	15.9

* Represents beneficial ownership of less than 1%.

- (1) Consists of (i) 1,268,344 shares of common stock held by Deerfield Healthcare Innovations Fund, L.P. (“Deerfield HIF”), (ii) 1,268,344 shares of common stock held by Deerfield Private Design Fund III, L.P. (“Deerfield PDF III”), and (iii) 312,282 shares of common stock held by Deerfield Partners, L.P. (“Deerfield Partners”). Deerfield Mgmt HIF, L.P. is the general partner of Deerfield HIF. Deerfield Mgmt, L.P. is the general partner of Deerfield Partners. Deerfield Mgmt III, L.P. is the general partner of Deerfield PDF III (collectively with Deerfield HIF and Deerfield SSF, the Deerfield Funds). Deerfield Management Company, L.P. is the investment manager of each of the Deerfield Funds. Mr. James E. Flynn is the sole member of the general partner of each of Deerfield Mgmt HIF, L.P., Deerfield Mgmt, L.P., Deerfield Mgmt III, L.P. and Deerfield Management Company, L.P. Deerfield Mgmt HIF, L.P. may be deemed to beneficially own the shares held by Deerfield HIF. Deerfield Mgmt, L.P. may be deemed to beneficially own the shares held by Deerfield Partners. Deerfield Mgmt III, L.P. may be deemed to beneficially own the shares held by Deerfield PDF III. Each of Deerfield Management Company, L.P. and Mr. James E. Flynn may be deemed to beneficially own the securities held by the Deerfield Funds. The address of the Deerfield Funds is 780 Third Avenue, 37th Floor, New York, NY 10017.
- (2) Consists of (i) 73,200 shares of common stock and warrants to purchase 892 shares of common stock exercisable within 60 days of March 31, 2022, in each case held by MPM Asset Management Investors BV2014 LLC (“MPM AMI BV2014”), (ii) 43,427 shares of common stock and warrants to purchase 2,016 shares of common stock exercisable within 60 days of March 31, 2022, in each case held by MPM Asset Management Investors SunStates Fund LLC (“MPM AMI SunStates Fund”), (iii) 115,823 shares of common stock held by MPM Asset Management LLC, (“MPM Management”), (iv) 134,597 shares of common stock and warrants to purchase 1,641 shares of common stock exercisable within 60 days of March 31, 2022, in each case held by MPM BioVentures 2014 (B), L.P. (“MPM BioVentures 2014 (B)”), (v) 2,018,008 shares of common stock and warrants to purchase 24,611 shares of common stock exercisable within 60 days of March 31, 2022, in each case held by MPM BioVentures 2014, L.P., (“MPM BioVentures 2014”), and (vi) 290,633 shares of common stock and warrants to purchase 13,495 shares of common stock exercisable within 60 days of March 31, 2022, in each case held by MPM SunStates Fund, L.P. (“MPM SunStates Fund”). MPM Bioventures 2014 GP LLC is the general partner of MPM BioVentures 2014 and MPM BioVentures 2014 (B). MPM Bioventures 2014 LLC is the managing member of MPM Bioventures 2014 GP LLC. MPM SunStates Fund GP LLC is the general partner of MPM SunStates Fund. MPM SunStates GP Managing Member LLC is the managing member of MPM SunStates Fund GP LLC. MPM Management was retained as a manager to manage the operations of MPM BioVentures 2014, MPM BioVentures 2014 (B), MPM AMI BV2014 LLC, MPM SunStates Fund, and MPM AMI SunStates Fund. Dr. Evnin, a member of our Board, Dr. Ansbert Gadicke and Todd Foley are the members of MPM BioVentures 2014 LLC and share voting and dispositive power over the shares held by each of MPM BioVentures 2014, MPM BioVentures 2014 (B) and MPM AMI BV2014. Dr. Evnin and Dr. Gadicke are the members of MPM Management and share voting and dispositive power over the shares held by MPM Management. Dr. Gadicke is a member of MPM SunStates GP Managing Member LLC, and collectively with the other members of such entity makes investment decisions with respect to shares held by such entity. Each of the entities and individuals listed above expressly disclaims beneficial ownership of the securities listed above except to the extent of any pecuniary interest therein. The address of these entities and individuals is 450 Kendall Street, Cambridge, MA 02142.

- (3) Consists of (i) 2,225,807 shares of common stock and (ii) a warrant to purchase 27,146 shares of common stock exercisable within 60 days of March 31, 2022, in each case held by UBS Oncology Impact Fund, L.P. ("UBS OIF"). The general partner of UBS OIF is Oncology Impact Fund (Cayman) Management L.P. The general partner of Oncology Impact Fund (Cayman) Management L.P. is MPM Oncology Impact Management LP. The general partner of MPM Oncology Impact Management LP is MPM Oncology Impact Management GP LLC. Dr. Ansbert Gadick is a managing member and the managing director of MPM Oncology Impact Management GP LLC. Each of the entities and individuals listed above expressly disclaims beneficial ownership of the securities listed above except to the extent of any pecuniary interest therein. The address of UBS OIF and Oncology Impact Fund (Cayman) Management LP is UBS Trustees (Cayman) Ltd, 5th Floor, Cayman Corporate Center, 27 Hospital, George Town, Grand Cayman, KY1-1106. The address of MPM Oncology Impact Management LP, MPM Oncology Impact Management GP LLC and the individuals referenced above is 450 Kendall Street, Cambridge, MA 02142.
- (4) Based solely on the information contained in the Schedule 13G/A filed with the SEC on February 11, 2022 reporting the beneficial ownership of CHI Advisors LLC. The address for CHI Advisors LLC is 599 Lexington Avenue, New York, New York 10022.
- (5) Consists of (i) 1,881,794 shares of common stock held by Citadel Multi-Strategy Equities Master Fund Ltd. ("CEMF") and 19,515 shares of common stock held by Citadel Securities LLC ("Citadel Securities"). Citadel Advisors LLC ("Citadel Advisors") is the portfolio manager for CEMF. Citadel Advisors Holdings LP ("CAH") is the sole member of Citadel Advisors. Citadel GP LLC ("CGP") is the general partner of CAH. Citadel Securities Group LP ("CALC4") is the non-member manager of Citadel Securities. Citadel GP LLC ("CSGP") is the general partner of CALC4. Kenneth Griffin is the President and Chief Executive Officer of CGP, and may be deemed to share voting and dispositive power over the shares owed by CGP and CSGP. Based solely on the information contained in the Schedule 13G/A filed with the SEC on February 14, 2022 reporting the beneficial ownership of Citadel Multi-Strategy Equities Master Fund Ltd. The address for the foregoing persons is 131 S. Dearborn Street, 32nd Floor, Chicago, Illinois 60603.
- (6) Based solely on information contained in the Schedule 13G filed with the SEC on February 4, 2022 reporting beneficial ownership of Blackrock, Inc. The address for Blackrock, Inc. is 55 East 55nd Street, New York, NY 10055.
- (7) Consists of (i) 99,352 shares of common stock held by Dr. Ashburn and (ii) 671,479 shares of common stock issuable upon the exercise of options granted to Dr. Ashburn that are exercisable within 60 days of March 31, 2022.
- (8) Consists of (i) 30,000 shares of common stock held by Mr. Harbin and (ii) 62,783 shares of common stock issuable upon the exercise of options that are exercisable within 60 days of March 31, 2022.
- (9) Consists of shares of common stock issuable upon the exercise of options that are exercisable within 60 days of March 31, 2022.
- (10) Consists of (i) 303,726 shares of common stock held by Dr. Finer and (ii) 269,793 shares of common stock issuable upon the exercise of options granted to Dr. Finer that are exercisable within 60 days of March 31, 2022.
- (11) Dr. Evnin is a member of MPM BioVentures 2014 LLC and MPM Management and shares voting and dispositive power over the shares held by each of MPM BioVentures 2014, MPM BioVentures 2014 (B), MPM AMI BV2014 and MPM Management, as described above in footnote (2). Includes 11,458 shares of common stock issuable upon the exercise of options granted to Dr. Evnin that are exercisable within 60 days of March 31, 2022.
- (12) Consists of (i) 1,924 shares of common stock and (ii) 17,800 shares of common stock issuable upon the exercise of options granted to Mr. Nam that are exercisable within 60 days of March 31, 2022.
- (13) Consists of (i) 2,824,256 shares of common stock, (ii) warrants to purchase 27,144 shares of common stock exercisable within 60 days of March 31, 2022 and (iii) 1,726,903 shares of common stock issuable upon the exercise of options granted to our executive officers and directors that are exercisable within 60 days of March 31, 2022.

Equity Compensation Plan Information

The following table provides certain information with respect to all of our equity compensation plans in effect as of December 31, 2021.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)(#)	Weighted-average exercise price of outstanding options, warrants and rights (b)(\$)	Number of securities remaining available for issuance under equity compensation plans (excluding securities reflected in column (a)) (c)(#)
Equity compensation plans approved by security holders:			
2016 Equity Incentive Plan	1,787,902	\$ 3.91	—(1)
2020 Equity Incentive Plan	1,898,891	\$ 17.39	2,132,067(2)
2020 Employee Stock Purchase Plan	—	—	280,000(3)
Equity compensation plans not approved by security holders	—	—	—
Total	<u>3,681,793</u>		<u>2,412,067</u>

(1) Following the adoption of the 2016 Plan, no additional stock awards were granted under the 2016 Plan. Any shares becoming available under the 2016 Plan by repurchase, forfeiture, expiration or cancellation will become available for grant under the 2020 Plan.

(2) The number of shares of our common stock reserved for issuance under our 2020 Plan automatically increases on January 1 of each year, for a period of 10 years, from January 1, 2021 continuing through January 1, 2030, by 5% of the total number of shares of our common stock outstanding on December 31 of the preceding calendar year, or a lesser number of shares as may be determined by our Board. On January 1, 2022, the number of shares of our common stock reserved for issuance under our 2020 Plan increased by 1,292,458 shares, which represents 5% of the total number of shares of our common stock outstanding on December 31, 2021.

(3) The number of shares of our common stock reserved for issuance will automatically increase on January 1 of each calendar year, for a period of 10 years, from January 1, 2021 continuing through January 1, 2030, by the lesser of (i) 1% of the total number of shares of our common stock outstanding on December 31 of the preceding calendar year, and (ii) 560,000 shares; provided, that prior to the date of any such increase, our Board may determine that such increase will be less than the amount set forth in clauses (i) and (ii). In each of December 2020 and 2021, our Board determined that there would be no increase in the number of shares of our common stock reserved under the ESPP on January 1, 2021 and January 1, 2022, respectively.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

Certain Related-Party Transactions

Other than compensation arrangements with our directors and executive officers described in Item 11 above, the following is a summary of transactions since January 1, 2021 to which we have been a participant, in which:

- the amount involved exceeded or will exceed the lesser of \$120,000 or one percent of our total assets at year-end; and
- any of our directors, executive officers, or holders of more than 5% of our common stock, or any member of the immediate family of the foregoing persons, had or will have a direct or indirect material interest.

We have entered into various employment-related agreements and compensatory arrangements with our directors and executive officers that, among other things, provide for compensatory and certain severance and change in control benefits. For a description of these agreements and arrangements, see Item 11 above.

We believe the terms obtained or consideration that we paid or received, as applicable, in connection with the transactions described below were comparable to terms available or the amounts that would be paid or received, as applicable in arm's length transactions.

February 2021 Public Offering

In connection with a public offering of our common stock in February 2021, certain of our related parties purchased shares of our common stock from the underwriters at the price of \$19.00 per share, and on the same terms as other investors in the offering. The following table summarizes purchases of shares of our common stock in our follow-on offering by our related parties:

RELATED PARTY	SHARES OF COMMON STOCK	TOTAL PURCHASE PRICE
Entities affiliated with Deerfield Management Company(1)	300,000	\$ 5,700,000
CHI Advisors LLC(2)	105,000	\$ 1,995,000
Citadel Multi-Strategy Equities Master Fund Ltd.(3)	39,000	\$ 741,000

(1) Represents (i) 133,558 shares of common stock purchased by Deerfield Healthcare Innovations Fund, L.P. (“Deerfield HIF”), (ii) 32,884 shares of common stock purchased by Deerfield Partners, L.P. (“Deerfield Partners”), and (iii) 133,558 shares of common stock purchased by Deerfield Private Design Fund III, L.P. (“Deerfield PDF III”). Deerfield HIF, Deerfield Partners and Deerfield PDF III are collectively referred to as the Deerfield Funds. The Deerfield Funds collectively hold more than 5% of our capital stock.

(2) CHI Advisors LLC is an affiliate of Cowen Healthcare Investments II LP. Entities affiliated with Cowen Healthcare Investments II LP collectively hold more than 5% of our capital stock.

(3) Represents shares of common stock purchased by Citadel Multi-Strategy Equities Master Fund Ltd. (“CEMF”) and Citadel Securities LLC (“CS”). Citadel Advisors LLC (“CAL”) is the portfolio manager of CEMF. Citadel Advisors Holdings LP (“CAH”) is the sole member of CAL, and Citadel GP LLC (“CGP”) is the general partner of CAH. CALC IV LP (“CALC4”) is the non-member manager of CS, and Citadel Securities GP LLC (“CSGP”) is the general partner of CALC4. Kenneth Griffin is the President and Chief Executive Officer of CGP, owns a controlling interest in CGP and CSGP, and may be deemed to share voting and dispositive power over the shares owned by CEMF and CS. CEMF and CS collectively hold more than 5% of our capital stock.

Employment Arrangements

We have entered into employment agreements or offer letter agreements with certain of our executive officers. For more information regarding these agreements with our named executive officers, see “Executive Officer and Director Compensation—Employment Agreements and Potential Payments and Benefits Upon Termination or Change in Control.”

Severance Arrangements

The employment agreements and offer letter agreements we have entered into with certain of our executive officers provide for certain severance arrangements. For more information regarding these arrangements with our named executive officers, see “Executive Officer and Director Compensation—Employment Agreements and Potential Payments and Benefits Upon Termination or Change in Control.”

Indemnification Agreements

We have entered, and intend to continue to enter, into indemnification agreements with each of our directors and executive officers. The indemnification agreements that are currently in place and our amended and restated bylaws, require us to indemnify our directors and executive officers to the fullest extent permitted by Delaware law. For more information regarding these agreements, see “Executive Officer and Director Compensation—Limitations of Liability and Indemnification Matters.”

Executive and Director Compensation

We have granted equity awards to certain of our executive officers and directors. See the section titled “Executive Officer and Director Compensation” for a description of these equity awards.

Related Person Transactions Policy and Procedures

We maintain a related party transaction policy that sets forth our procedures for the identification, review, consideration and approval or ratification of related party transactions. The policy became effective on October 1, 2020. For purposes of our policy only, a related party transaction is a transaction, arrangement or relationship, or any series of similar transactions, arrangements or relationships, in which we and any related party are, were or will be participants and in which the amount involved exceeds the lesser of \$120,000 and one percent of the average of our total assets at year-end for the last two completed fiscal years. Transactions involving compensation

for services provided to us as an employee or director are not covered by this policy. A related party is any executive officer, director or beneficial owner of more than 5% of any class of our voting securities, including any of their immediate family members and any entity owned or controlled by such persons.

Under the policy, if a transaction has been identified as a related party transaction, including any transaction that was not a related party transaction when originally consummated or any transaction that was not initially identified as a related party transaction prior to consummation, our management must present information regarding the related party transaction to our Audit Committee, or, if Audit Committee approval would be inappropriate, to another independent body of our Board, for review, consideration and approval or ratification. The presentation must include a description of, among other things, the material facts, the interests, direct and indirect, of the related parties, the benefits to us of the transaction and whether the transaction is on terms that are comparable to the terms available to or from, as the case may be, an unrelated third party or to or from employees generally. Under the policy, we will collect information that we deem reasonably necessary from each director, executive officer and, to the extent feasible, significant stockholder to enable us to identify any existing or potential related-person transactions and to effectuate the terms of the policy. In addition, under our Code of Business Conduct and Ethics, our employees and directors have an affirmative responsibility to disclose any transaction or relationship that reasonably could be expected to give rise to a conflict of interest.

In considering related party transactions, our Audit Committee, or other independent body of our Board, will take into account the relevant available facts and circumstances including, but not limited to:

- the risks, costs and benefits to us;
- the impact on a director's independence in the event that the related party is a director, immediate family member of a director or an entity with which a director is affiliated;
- the availability of other sources for comparable services or products; and
- the terms available to or from, as the case may be, unrelated third parties or to or from employees generally.

The policy requires that, in determining whether to approve, ratify or reject a related party transaction, our Audit Committee, or other independent body of our Board, must consider, in light of known circumstances, whether the transaction is in, or is not inconsistent with, our best interests and those of our stockholders, as our Audit Committee, or other independent body of our Board, determines in the good faith exercise of its discretion.

All of the transactions described were approved by our Board considering similar factors to those described above.

Director Independence

As required under The Nasdaq Stock Market ("Nasdaq") listing standards, a majority of the members of a listed company's Board must qualify as "independent," as affirmatively determined by the Board. The Board consults with the Company's counsel to ensure that the Board's determinations are consistent with relevant securities and other laws and regulations regarding the definition of "independent," including those set forth in pertinent listing standards of Nasdaq, as in effect from time to time.

Consistent with these considerations, after review of all relevant identified transactions or relationships between each director, or any of his or her family members, and the Company, its senior management and its independent auditors, our Board affirmatively determined that six of our eight directors—Scott Canute, Luke Evnin, Ph.D., Mary Kay Fenton, Spencer Nam, Eric Rubin, M.D., and Barbara Yanni—are independent directors within the meaning of the applicable Nasdaq listing standards. In making these determinations, our Board has determined, upon the recommendation of our Nominating and Corporate Governance Committee, that none of these directors had a material or other disqualifying relationship with the Company. Dr. Ashburn is not independent by virtue of his position as President and Chief Executive Officer and Dr. Finer is not independent by virtue of his former employment as an executive officer of the Company within the last three years.

Item 14. Principal Accounting Fees and Services.

Independent Registered Public Accounting Firm Fees

Our independent public accounting firm is Ernst & Young LLP, Boston, Massachusetts (PCAOB Auditor ID: 42). The following is a summary and description of fees for the fiscal years ended December 31, 2021 and 2020 billed to us by Ernst & Young LLP. All fees described below were pre-approved by the Audit Committee.

	Fiscal Year Ended	
	2021	2020
Audit fees ⁽¹⁾	\$ 680,000	\$ 930,208
All other fees ⁽²⁾	4,385	5,000
Total Fees	\$ 684,385	\$ 935,208

- (1) Audit fees represent the aggregate fees for professional services rendered for our consolidated financial statements, including the audit of our annual consolidated financial statements on Form 10-K and the review of our quarterly consolidated financial statements on Form 10-Q, that are customary under the standards of the Public Company Accounting Oversight Board (United States). Also includes fees associated with our initial public offering in 2020 and follow-on public offering in 2021, including the review of our Registration Statements on Form S-1 and Form S-3 as well as comfort letter matters.
- (2) All other fees consist of fees billed for products and services provided other than the services reported as audit fees

Pre-Approval Policies and Procedures

Consistent with requirements of the SEC and the Public Company Accounting Oversight Board regarding auditor independence, our Audit Committee is responsible for the appointment, compensation and oversight of the work of our independent registered public accounting firm. In recognition of this responsibility, our Audit Committee pre-approves all audit and permissible non-audit services provided by our independent registered public accounting firm. These services may include audit services, audit-related services, tax services and other services.

The Audit Committee elected to delegate pre-approval authority to the chair of the Audit Committee to approve any one or more individual permitted non-audit services for which estimated fees do not exceed \$75,000 as well as adjustments to any estimated pre-approval fee thresholds up to \$50,000 for any individual service. Any services that would exceed such limits should be pre-approved by the full Audit Committee. The chair shall report any pre-approval granted at the next scheduled meeting of the Audit Committee.

PART IV

Item 15. Exhibits and Financial Statement Schedules.

(b) Exhibits.

The following is a list of Exhibits filed as part of this Annual Report on Form 10-K:

EXHIBIT NO.	DESCRIPTION	FORM	FILE NO.	EXHIBIT	FILING DATE
3.1	Amended and Restated Certificate of Incorporation.	8-K	001-39575	3.1	October 6, 2020
3.2	Amended and Restated Bylaws.	8-K	001-39575	3.2	October 6, 2020
4.1	Third Amended and Restated Investors' Rights Agreement by and among the registrant and certain of its stockholders, dated as of August 5, 2019, as amended November 18, 2019.	S-1	333-248757	4.1	September 11, 2020
4.2	Form of Common Stock Certificate.	S-1/A	333-248757	4.2	September 28, 2020
4.3	Form of Common Stock Warrant Agreement.	S-1	333-248757	4.3	September 11, 2020
4.4	Description of Registrant's Securities.	10-K	001-39575	4.4	March 10, 2021
10.1	Form of Indemnification Agreement between the registrant and its directors and officers	S-1	333-248757	10.1	September 11, 2020
10.2+	2016 Equity Incentive Plan, as amended.	S-1	333-248757	10.2	September 11, 2020
10.3+	Form of Stock Option Grant Notice and Option Agreement for the 2016 Equity Incentive Plan, as amended.	S-1	333-248757	10.3	September 11, 2020
10.4+	Form of Restricted Stock Grant Notice and Restricted Stock Agreement for the 2016 Equity Incentive Plan, as amended.	S-1	333-248757	10.4	September 11, 2020
10.5+	2020 Equity Incentive Plan.	S-1/A	333-248757	10.5	September 28, 2020
10.6+	Form of Stock Option Grant Notice and Option Agreement for the 2020 Equity Incentive Plan.	S-1/A	333-248757	10.6	September 28, 2020
10.7+	Form of Restricted Stock Unit Grant Notice and Restricted Stock Unit Award Agreement for the 2020 Equity Incentive Plan.	S-8	333-249425	4.9	October 9, 2020
10.8+	2020 Employee Stock Purchase Plan.	S-1/A	333-248757	10.7	September 28, 2020
10.9+	Amended and Restated Employment Agreement by and between the registrant and Mitchell Finer, dated as of August 8, 2018, as amended November 14, 2018 and April 6, 2020.	S-1	333-248757	10.11	September 11, 2020
10.10+	Letter Agreement by and between the registrant and Mitchell Finer, Ph.D., dated as of January 25, 2022	10-K	001-39575	10.10	March 9, 2022

10.11+	Amended and Restated Employment Agreement by and between the registrant and Theodore (Ted) Ashburn, M.D., PhD., dated as of October 6, 2020.	S-1/A	333-248757	10.20	September 28, 2020
10.12	Employment Agreement by and between the registrant and Christophe Quéva, dated as of October 6, 2020.	S-1/A	333-248757	10.22	September 28, 2020
10.13+*	Employment Agreement by and between the registrant and John McCabe, dated as of October 6, 2020.				
10.14+*	Consulting Agreement by and between the registrant and John McCabe, dated as of April 1, 2022.				
10.15+	Employment Agreement by and between the registrant and Steve Harbin, dated as of December 7, 2020	S-1	333-252896	10.12	February 9, 2021
10.16†	License Agreement by and between the registrant, Ospedale San Raffaele S.r.l. and Fondazione Telethon, dated as of December 22, 2015, as amended June 30, 2017	S-1	333-248757	10.12	September 11, 2020
10.17†	Exclusive License Agreement by and between the registrant and the University of Pittsburgh, dated as of March 23, 2016, as amended June 30, 2016, November 4, 2016 and October 29, 2019.	S-1	333-248757	10.13	September 11, 2020
10.18†	Biomaterials License Agreement by and between the registrant and the University of Pittsburgh, dated as of September 28, 2016.	S-1	333-248757	10.14	September 11, 2020
10.19†	Non-Exclusive License Agreement by and between the registrant and The Washington University, dated as of July 7, 2016.	S-1	333-248757	10.15	September 11, 2020
10.20†	License Agreement by and between the registrant and Northwestern University, dated as of December 11, 2018, amended as of September 26, 2019.	S-1	333-248757	10.16	September 11, 2020
10.21†	License Agreement by and between the registrant and WuXi Biologics Ireland Limited, dated as of July 25, 2019.	S-1	333-248757	10.17	September 11, 2020
10.22†	Royalty Transfer Agreement by and among the registrant, MPM Foundation and UBS Foundation, dated as of March 31, 2016.	S-1	333-248757	10.18	September 11, 2020
10.23†	License Agreement by and between the registrant and Gaeta Therapeutics, Ltd., dated as of November 10, 2021	10-K	001-39575	10.21	March 9, 2022
10.24	Hampshire Street Lease by and between the registrant and BMR-Hampshire LLC, dated as of May 10, 2016, as amended November 17, 2016.	S-1	333-248757	10.19	September 11, 2020

10.25	Lease Agreement by and between IQHQ-4 Corporate, LLC and the Company, dated as of December 29, 2020.	S-1	333-252896	10.21	February 9, 2021
10.26	Amended and Restated First Amendment to Lease Agreement by and between IQHQ-4 Corporate, LLC and the registrant, dated as of October 25, 2021	10-Q	001-39575	10.1	November 3, 2021
10.27	Second Amendment to Lease Agreement by and between IQHQ-4 Corporate, LLC and the registrant, dated as of November 17, 2021	10-K	001-39575	10.25	March 9, 2022
10.28	Open Market Sale AgreementSM by and between the registrant and Jefferies LLC, dated as of November 19, 2021	8-K	001-39575	10.1	November 19, 2021
23.1	Consent of Ernst & Young LLP, independent registered public accounting firm.	10-K	001-39575	23.1	March 9, 2022
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
32.1^	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	10-K	001-39575	32.1	March 9, 2022
32.2^	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	10-K	001-39575	32.1	March 9, 2022
101.INS*	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the inline XBRL document)				
101.SCH*	Inline XBRL Taxonomy Extension Schema Document				
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document				
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				
104*	Cover Page Interactive Data File (embedded within Inline XBRL document)				

* Filed herewith.

+ Indicates management contract or compensatory plan.

† Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

^ This certification was furnished solely to accompany the Original Report pursuant to 18 U.S.C. Section 1350, and was not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Registrant, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

Item 16. Form 10-K Summary

None.

ONCORUS, INC.**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Amended and Restated Employment Agreement (the "Agreement"), effective as of the IPO Closing Date (the "Effective Date"), is made by and among Oncorus, Inc., a Delaware corporation (the "Company") and John McCabe ("Executive" and, together with the Company, the "Parties"), and amends and restates in its entirety the Offer Letter between the Company and Executive that was effective as of July 29, 2019.

WHEREAS, the Company desires to assure itself of the continued services of Executive by continuing to engage Executive to perform services as an employee of the Company under the terms hereof;

WHEREAS, Executive desires to continue to provide services to the Company on the terms herein provided; and

WHEREAS, Executive shall receive a special IPO bonus of \$50,000 on account of the successful completion of the IPO as set forth in the Employment Agreement between the Company and Executive, as amended, that was effective as of July 29, 2019 ("IPO Bonus"). The IPO Bonus is subject to regular payroll withholdings and deductions, and shall be paid to Executive on the Company's first regularly scheduled payroll date following the Effective Date, subject to Executive's continued employment through the Effective Date; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, including the respective covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Employment.

(a) General. The Company shall employ Executive upon the terms and conditions provided herein effective as of the Effective Date.

(b) Position and Duties. Effective on the Effective Date (as defined below), Executive: (i) shall serve as the Company's Chief Financial Officer, with responsibilities, duties, and authority usual and customary for such position, subject to direction by the Company's Board of Directors (the "Board"); (ii) shall report directly to the Chief Executive Officer; and (iii) agrees promptly and faithfully to comply with (i) all reasonable and lawful directions and requests of the Board or a designated Committee thereof and (ii) all present and future policies of the Company in connection with the Company's business. At the Company's request, Executive shall serve the Company and/or its subsidiaries and affiliates in such other capacities in addition to the foregoing as the Company shall designate, provided that such additional capacities are consistent with Executive's position as the Company's Chief Financial Officer. In the event that Executive serves in any one or more of such additional capacities, Executive's compensation shall not automatically be increased on account of such additional service beyond that specified in this

(c) Exclusivity. Except with the prior written approval of the Board (which may grant or withhold in its sole and absolute discretion), Executive shall devote substantially all of Executive's working time, attention, and energies to the business of the Company, except during any paid vacation or other excused absence periods. Nothing in this section prevents Executive from (i) engaging in additional activities in connection with personal investments and community affairs, and (ii) serving as a member of the board of directors of no more than three (3) organizations that are not a competitor of the Company and is approved by the Board; *provided* such activities do not individually or in the aggregate interfere with the performance of Executive's duties under this Agreement, violate the Company's standards of conduct then in effect, comply with the Company's insider trading policies, or raise a conflict under the Company's conflict of interest policies.

3. Term. The period of Executive's employment under this Agreement shall commence on the Effective Date and shall continue until Executive's employment with the Company is terminated pursuant to Section 4 below. The phrase "Term of Employment" as used in this Agreement shall refer to the entire period of employment of Executive by the Company.

4. Compensation and Related Matters.

(a) Annual Base Salary. Executive shall receive a base salary at the rate of \$15,833.33 per month (\$380,000 on an annualized basis) (as may be adjusted and in effect from time to time, the "Annual Base Salary"), subject to withholdings and deductions, which shall be paid to Executive in accordance with the customary payroll practices and procedures of the Company. Such Annual Base Salary shall be reviewed by the Board from time to time and is subject to such adjustments as determined necessary or appropriate by the Board.

(b) Annual Bonus. During the Term of Employment, Executive shall be eligible to receive a discretionary annual bonus based on Executive's achievement of performance objectives as set by the Board, after consultation with the Executive, each year as well as overall Company performance, such bonus to be targeted at forty percent (40%) of Executive's Base Salary (the "Annual Bonus"). The actual bonus award may be greater or less than 40% and may be zero. Executive must remain employed by the Company through the date of payment in order to remain eligible for such Annual Bonus. Any bonus awarded will be paid on or before March 15 of the year following the year for which the bonus is awarded.

(c) Benefits. Executive shall be eligible to participate in such employee and executive benefit plans and programs as the Company may from time to time offer to provide to its executives, subject to the terms and conditions of such plans and programs. Notwithstanding the foregoing, nothing herein is intended, or shall be construed, to require the Company to institute or continue any particular plan, program or benefits. While serving as an executive of the Company, Executive shall be covered by the Company's Directors and Officers Liability Insurance. If the Company has entered into indemnification agreements with members of its Board, the Company will enter into the same form of indemnification agreement with Executive in Executive's capacity as a member of the Board.

(d) Business Expenses. The Company shall reimburse Executive for all

reasonable, documented, out-of-pocket travel and other business expenses incurred by Executive

in the performance of Executive's duties to the Company in accordance with the Company's applicable expense reimbursement policies and procedures as are in effect from time to time.

4. Termination.

(a) At-Will Employment. The Company and Executive acknowledge that Executive's employment is and shall continue to be at-will, as defined under applicable law. This means that it is not for any specified period of time and can be terminated by Executive or by the Company at any time, with or without advance notice, and for any or no particular reason or cause. This "at-will" nature of Executive's employment shall remain unchanged during Executive's tenure as an employee and may not be changed, except in an express writing signed by Executive. If Executive's employment terminates for any reason, Executive shall not be entitled to any payments, benefits, damages, award, or compensation other than as provided in this Agreement.

(b) Notice of Termination. During the Term of Employment, any termination of Executive's employment by the Company or by Executive (other than by reason of death) shall be communicated by written notice (a "Notice of Termination") from one Party hereto to the other Party hereto (i) indicating the specific termination provision in this Agreement relied upon, if any, (ii) setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and (iii) specifying the Date of Termination (as defined below). The failure by either the Company or Executive to set forth in the Notice of Termination all of the facts and circumstances which contribute to a showing of Cause (as defined below) or Good Reason (as defined below) shall not waive any right of the Company or Executive hereunder or preclude the Company or Executive from asserting such fact or circumstance in enforcing their rights hereunder.

(c) Termination Date. For purposes of this Agreement, "Date of Termination" shall mean the date of the termination of Executive's employment with the Company specified in a Notice of Termination.

(d) Deemed Resignation. Upon termination of Executive's employment for any reason, Executive shall be deemed to have resigned from all offices and board memberships, if any, then held with the Company or any of its affiliates, and, at the Company's request, Executive shall promptly execute such documents as are necessary or desirable to effectuate such resignations.

6. Consequences of Termination.

(a) Payments of Accrued Obligations upon all Terminations of Employment. Upon a termination of Executive's employment for any reason, Executive (or Executive's estate or legal representative, as applicable) shall be entitled to receive, on or before the date required by applicable law and in any case within thirty (30) days after Executive's Date of Termination:

- (i) any portion of Executive's Annual Base Salary earned through Executive's Date of Termination not theretofore paid, (ii) any expenses owed to Executive under Section 3(d) above,
- (iii) any accrued but unused paid time-off owed to Executive, and (iv) any amount arising from Executive's participation in, or benefits under, any employee benefit plans, programs, or

arrangements under Section 3(c) above, which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs, or arrangements (together, the “Accrued Obligations”). Except as otherwise set forth in Section 6(b) below, the Accrued Obligations shall be the only payments and benefits payable in the event of Executive’s termination of employment for any reason; provided that such amount may be reduced in lieu of Executive’s repayment obligation as described in Section 6(c) if applicable.

(b) Severance Payments upon Termination without Cause or For Good Reason Not in Connection with a Change in Control. If, during the Term of Employment, Executive’s employment is terminated by the Company without Cause or Executive resigns for Good Reason, not in connection with a Change in Control (as defined below), in addition to the Accrued Obligations, and subject to Executive’s delivery to the Company of a waiver and release of claims agreement in a form approved by the Company that becomes effective and irrevocable in accordance with Section 11(d) hereof (a “Release,” the effective date of the Release the “Release Effective Date”) and Executive’s continued compliance with Executive’s obligations pursuant to Sections 6(e) and 8(a) hereof, Executive will also be eligible for the following “Severance Benefits”:

(i) Severance in an amount equal to twelve 12 months (the “Severance Period”) of Executive’s Annual Base Salary as of Executive’s Date of Termination, less all applicable withholdings and deductions, paid in equal installments beginning on the Company’s first regularly scheduled payroll date following the Release Effective Date, with the remaining installments occurring on the Company’s regularly scheduled payroll dates thereafter.

(ii) During the period commencing on the Date of Termination and ending upon expiration of the Severance Period or, if earlier, the date on which Executive becomes eligible for comparable replacement coverage under a subsequent employer’s group health plan (in any case, the “COBRA Period”), subject to Executive’s valid election to continue healthcare coverage under Section 4980B of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulation thereunder, payment by the Company of one-hundred percent (100%) of the COBRA premiums necessary to continue Executive and Executive’s covered dependents’ health insurance coverage in effect for Executive (and Executive’s covered dependents) on the termination date (the “COBRA Severance”); *provided, however*, that if (1) any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the continuation coverage period to be, exempt from the application of Section 409A under Treasury Regulation Section 1.409A-1(a)(5), (2) the Company is otherwise unable to continue to cover Executive or Executive’s dependents under its group health plans, or (3) the Company cannot provide the benefit without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then, in any such case, an amount in cash equal to each remaining Company subsidy shall thereafter be paid to Executive in substantially equal monthly installments over the COBRA Period (or remaining portion thereof).

(iii) Any previously Board-approved unpaid Annual Bonus from the previously completed calendar year, paid at the same time as the first severance payment installment.

(iv) Acceleration of the vesting of all outstanding unvested time-based equity awards that are held by Executive as of the date of Executive's Date of Termination as to the number of shares that would have vested in accordance with the applicable vesting schedule as if Executive had been in service for an additional twelve (12) months as of Executive's termination date (based upon months of service and not the occurrence of corporate events or milestones).

(d) Severance Payments upon Termination without Cause or For Good Reason In Connection with a Change in Control. In the event that the Company terminates Executive's employment without Cause or Executive resigns for Good Reason within sixty (60) days prior to or twelve (12) months following the effective date of a Change in Control ("Change in Control Termination Date"), then Executive shall be entitled to the Accrued Obligations and, subject to Executive's compliance with the requirements of this Section 6, including but not limited to delivery to the Company of the Release and compliance with his obligations pursuant to Sections 6(e) and 8(a), then Executive will be eligible for the following "Change in Control Severance Benefits":

(i) Executive shall be eligible to receive the Severance Benefits set forth in Section 6(b)(i)-(iii) under the terms and conditions described in this Section 6, however such severance payments on Section 6(b)(i) shall not be paid in installments, and rather shall be paid in a lump sum on the Company's first regularly scheduled payroll date following the Release Effective Date; and

(ii) Effective as of the later of Executive's Change in Control Termination Date or the effective date of the Change in Control, the vesting and exercisability of all outstanding equity awards that are held by Executive as of immediately prior to the Change in Control Termination Date shall be accelerated (and lapse, in the case of reacquisition or repurchase rights) in full. Executive's equity awards shall remain outstanding following Executive's Change in Control Termination Date if and to the extent necessary to give effect to this Section 6(c)(ii), subject to earlier termination under the terms of the equity plan under which such awards were granted and the original maximum term of the award (without regard to Executive's termination).

(e) No Other Severance. The provisions of this Section 6 shall supersede in their entirety any severance payment provisions in any severance plan, policy, program, or other arrangement maintained by the Company.

(f) Company Property. Executive hereby acknowledges and agrees that all Personal Property (as defined below) and equipment furnished to, or prepared by, Executive in the course of, or incident to, Executive's employment, belongs to the Company and shall be promptly returned to the Company upon termination of Executive's employment (and will not be kept in Executive's possession or delivered to anyone else). For purposes of this Agreement, "Personal Property" includes, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or materials, or copies thereof (including computer files), keys, building card keys, company credit cards, telephone calling cards, computer hardware and software, cellular and portable telephone equipment, personal digital assistant (PDA) devices, and all proprietary information relating to the business of the Company

or its subsidiaries or affiliates. Following termination, Executive shall not retain any written or other tangible material containing any proprietary information of the Company or its subsidiaries or affiliates.

(f) No Requirement to Mitigate; Survival. Executive shall not be required to mitigate the amount of any payment provided for under this Agreement by seeking other employment or in any other manner. Notwithstanding anything to the contrary in this Agreement, the termination of Executive's employment shall not impair the rights or obligations of any Party.

(g) Definition of Cause. For purposes hereof, "Cause" shall mean any one of the following: (i) Executive's violation of any applicable material law or regulation respecting the business of the Company; (ii) Executive's conviction of, or plea of nolo contendere to, a felony or a crime involving moral turpitude; (iii) any act of dishonesty, fraud, or misrepresentation in relation to Executive's duties to the Company which act is materially and demonstrably injurious to the Company; (iv) Executive's willful and repeated failure to perform in any material respect Executive's duties hereunder after fifteen (15) days' notice and an opportunity to cure such failure and a reasonable opportunity to present to the Board Executive's position regarding any dispute relating to the existence of such failure (other than on account of disability); (v) Executive's failure to attempt in good faith to implement a clear and reasonable directive from the Board or to comply with any of the Company's policies and procedures which failure is either material or occurs after written notice from the Board; (vi) any act of gross misconduct which is materially and demonstrably injurious to the Company; or (vii) Executive's breach of fiduciary duty owed to the Company.

(h) Definition of Change in Control. For purposes hereof, "Change in Control" shall have the meaning assigned to it in Section 14(j) of the Plan.

(i) Definition of Good Reason. For purposes hereof, "Good Reason" shall mean any one of the following: (i) a material reduction in Executive's Base Salary (other than a reduction of not more than 10% that is applicable to similarly situated executives of the Company or a reduction of three (3) months or less due to financial exigency), (ii) the material reduction of Executive's duties, authority and responsibilities as set forth herein, (iii) the Company's material breach of this Agreement, or (iv) the relocation of Executive's principal place of employment by more than fifty (50) miles, provided, that, in each case, Executive will not be deemed to have Good Reason unless (i) Executive first provides the Board with written notice of the condition giving rise to Good Reason within thirty (30) days of its initial occurrence, (ii) the Company or the successor company fails to cure such condition within thirty (30) days after receiving such written notice (the "Cure Period"), and (iii) Executive's resignation based on such Good Reason is effective within thirty (30) days after the expiration of the Cure Period.

8. Assignment and Successors. The Company shall assign its rights and obligations under this Agreement to any successor to all or substantially all of the business or the assets of the Company (by merger or otherwise). This Agreement shall be binding upon and inure to the benefit of the Company, Executive, and their respective successors, assigns, personnel, and legal representatives, executors, administrators, heirs, distributees, devisees, and

legatees, as applicable. None of Executive's rights or obligations may be assigned or transferred by Executive, other than Executive's rights to payments hereunder, which may be transferred only by will, operation of law, or as otherwise provided herein.

8. Miscellaneous Provisions.

(a) Non-Competition Agreement. Executive shall execute and abide by the Company's standard form Employee Confidential Information and Invention Assignment Agreement (the "Non-Competition Agreement"), and will supersede, prospectively only, the agreement that you previously signed on July 29, 2019 relating to the same subject matter .

(b) Governing Law. This Agreement shall be governed, construed, interpreted, and enforced in accordance with its express terms, and otherwise in accordance with the substantive laws of the Commonwealth of Massachusetts, without giving effect to any principles of conflicts of law, whether of the Commonwealth of Massachusetts or any other jurisdiction, and where applicable, the laws of the United States, that would result in the application of the laws of any other jurisdiction.

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

(d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement. Signatures delivered by facsimile shall be deemed effective for all purposes.

(e) Entire Agreement. The terms of this Agreement, together with the Non-Competition Information Agreement and any indemnification agreement the Executive has with the Company, are intended by the Parties to be the final expression of their agreement with respect to the employment of Executive by the Company and supersede all prior understandings and agreements, whether written or oral, regarding Executive's service to the Company. The Parties further intend that this Agreement, together with the Non-Competition Agreement, shall constitute the complete and exclusive statement of their terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement.

(f) Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing signed by Executive and a duly authorized representative of the Company. By an instrument in writing similarly executed, Executive or a duly authorized officer of the Company, as applicable, may waive compliance by the other Party with any specifically identified provision of this Agreement that such other Party was or is obligated to comply with or perform; *provided, however*, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

(g) Dispute Resolution. The parties recognize that litigation in federal or state courts or before federal or state administrative agencies of disputes arising out of the Executive's employment with the Company or out of this Agreement, or the Executive's termination of employment or termination of this Agreement, may not be in the best interests of either the Executive or the Company, and may result in unnecessary costs, delays, complexities, and uncertainty. The parties agree that any dispute between the parties arising out of or relating to the negotiation, execution, performance or termination of this Agreement or the Executive's employment, including, but not limited to, any claim arising out of this Agreement, claims under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, Section 1981 of the Civil Rights Act of 1966, as amended, the Family Medical Leave Act, the Employee Retirement Income Security Act, and any similar federal, state or local law, statute, regulation, or any common law doctrine, whether that dispute arises during or after employment, shall be settled by binding arbitration with the American Arbitration Association in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association; provided however, that this dispute resolution provision shall not apply to any separate agreements between the parties that do not themselves specify arbitration as an exclusive remedy. The location for the arbitration shall be the Boston, Massachusetts metropolitan area. Any award made by such panel shall be final, binding and conclusive on the parties for all purposes, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitrators' fees and expenses and all administrative fees and expenses associated with the filing of the arbitration shall be borne by the Company. The parties acknowledge and agree that their obligations to arbitrate under this Section survive the termination of this Agreement and continue after the termination of the employment relationship between Executive and the Company. The parties each further agree that the arbitration provisions of this Agreement shall provide each party with its exclusive remedy, and each party expressly waives any right it might have to seek redress in any other forum, except as otherwise expressly provided in this Agreement. By election arbitration as the means for final settlement of all claims, the parties hereby waive their respective rights to, and agree not to, sue each other in any action in a Federal, State or local court with respect to such claims, but may seek to enforce in court an arbitration award rendered pursuant to this Agreement. The parties specifically agree to waive their respective rights to a trial by jury, and further agree that no demand, request or motion will be made for trial by jury.

(h) Enforcement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a portion of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

(i) Withholding. The Company shall be entitled to withhold from any amounts payable under this Agreement any federal, state, local, or foreign withholding or other taxes or charges which the Company is required to withhold. The Company shall be entitled to

rely on an opinion of counsel if any questions as to the amount or requirement of withholding shall arise.

(j) **Notices.** Any notices required hereunder to be in writing shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by electronic mail if sent during normal business hours of the recipient, and if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at its primary office location and to Executive at Executive's address as listed on the Company payroll or to Executive's Company-issued email address, or at such other address as the Company or Executive may designate by ten (10) days advance written notice to the other.

10. Prior Employment. Executive represents and warrants that Executive's acceptance of employment with the Company has not breached, and the performance of Executive's duties hereunder will not breach, any duty owed by Executive to any prior employer or other person. Executive further represents and warrants to the Company that (a) the performance of Executive's obligations hereunder will not violate any agreement between Executive and any other person, firm, organization, or other entity; (b) Executive is not bound by the terms of any agreement with any previous employer or other party to refrain from competing, directly or indirectly, with the business of such previous employer or other party that would be violated by Executive entering into this Agreement and/or providing services to the Company pursuant to the terms of this Agreement; and (c) Executive's performance of Executive's duties under this Agreement will not require Executive to, and Executive shall not, rely on in the performance of Executive's duties or disclose to the Company or any other person or entity or induce the Company in any way to use or rely on any trade secret or other confidential or proprietary information or material belonging to any previous employer of Executive.

11. Section 280G Matters.

(a) **Best Pay.** Any provision of this Agreement to the contrary notwithstanding, if any payment or benefit Executive would receive from the Company, whether pursuant to this Agreement or otherwise, ("**Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then such Payment will be equal to the Reduced Amount (as defined below). The "**Reduced Amount**" will be either (A) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (B) the entire Payment, whichever amount, after taking into account all applicable federal, state, and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes, if applicable), results in Executive's receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (A) of the preceding sentence, the reduction shall occur in the manner (the "**Reduction Method**") that results in the greatest economic benefit

for Executive. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the "Pro Rata Reduction Method"). Notwithstanding the foregoing, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A (as defined below) that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (1) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Executive as determined on an after-tax basis; (2) as a second priority, Payments that are contingent on future events (e.g., being terminated without cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (3) as a third priority, Payments that are "deferred compensation" within the meaning of Section 409A shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A.

(b) Accounting or Law Firm. The accounting firm or law firm engaged by the Company for general tax purposes as of the day prior to the Change of Control will perform the calculations set forth in Section 10(a) above. If the firm so engaged by the Company is serving as the accountant or auditor, or lawyer for the acquiring company, the Company may appoint a nationally recognized accounting or law firm to make the determinations required hereunder. The Company will bear all reasonable expenses with respect to the determinations by such firm required to be made hereunder. The firm engaged to make the determinations hereunder will provide its calculations, together with detailed supporting documentation, at such time as requested by the Company. If the firm determines that no Excise Tax is payable with respect to a Payment, either before or after the application of the Reduced Amount, it will furnish the Company with documentation reasonably acceptable to the Company that no Excise Tax will be imposed with respect to such Payment. Any good faith determinations of the firm made hereunder will be final, binding and conclusive upon the Company and Executive.

12. Section 409A; Release.

(a) General. The intent of the Parties is that the payments and benefits under this Agreement comply with or be exempt from Section 409A of the Code and the Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date, ("Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be exempt from or in compliance therewith. Notwithstanding anything herein to the contrary, in no event shall the Company or its affiliates have any liability to Executive or to any other person in the event that the Agreement is not so exempt from or compliant with Section 409A.

(b) Separation from Service. Notwithstanding any provision to the contrary in this Agreement: (i) no amount that constitutes "deferred compensation" under Section 409A shall be payable pursuant to Section 6(b) above unless the termination of Executive's employment constitutes a "separation from service" within the meaning of Section 1.409A-1(h) of the Department of Treasury Regulations ("Separation from Service"); (ii) for purposes of Section 409A, Executive's right to receive installment payments shall be treated as a right to

receive a series of separate and distinct payments; and (iii) to the extent that any reimbursement of expenses or in-kind benefits constitutes “deferred compensation” under Section 409A, such reimbursement or benefit shall be provided no later than December 31st of the year following the year in which the expense was incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year. The amount of any in-kind benefits provided in one year shall not affect the amount of in-kind benefits provided in any other year.

(c) Specified Employee. Notwithstanding anything in this Agreement to the contrary, if Executive is deemed by the Company at the time of Executive’s Separation from Service to be a “specified employee” for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A, such portion of Executive’s benefits shall not be provided to Executive prior to the earlier of (i) the expiration of the six (6)-month period measured from the date of Executive’s Separation from Service with the Company or (ii) the date of Executive’s death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence shall be paid in a lump sum to Executive (or Executive’s estate or beneficiaries), and any remaining payments due to Executive under this Agreement shall be paid as otherwise provided herein.

(d) Release. Notwithstanding anything to the contrary in this Agreement, to the extent that any payments due under this Agreement as a result of Executive’s termination of employment are subject to Executive’s execution and delivery of a Release, and if Executive fails to execute the Release on or prior to the Release Expiration Date (as defined below) or timely revokes Executive’s acceptance of the Release thereafter, Executive shall not be entitled to any payments or benefits otherwise conditioned on the Release, and (iii) in any case where Executive’s Date of Termination and the Release Expiration Date fall in two separate taxable years, any payments required to be made to Executive that are conditioned on the Release and are treated as nonqualified deferred compensation for purposes of Section 409A shall be made in the later taxable year. For purposes of this Section 11(d), “Release Expiration Date” shall mean the date that is twenty-one (21) days following the date upon which the Company timely delivers the Release to Executive, or, in the event that Executive’s termination of employment is “in connection with an exit incentive or other employment termination program” (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is forty-five (45) days following such delivery date. To the extent that any payments of nonqualified deferred compensation (within the meaning of Section 409A) due under this Agreement as a result of Executive’s termination of employment are delayed pursuant to this Section 11(d), such amounts shall be paid in a lump sum on the first payroll date following the date that Executive executes and does not revoke the Release (and the applicable revocation period has expired) or, in the case of any payments subject to Section 11(d)(iii), on the first payroll period to occur in the subsequent taxable year, if later.

13. Employee Acknowledgement. Executive acknowledges that Executive has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company other than those contained in writing herein, and has entered into this Agreement freely based on Executive’s own judgment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date and year first above written.

ONCORUS, INC.

By: _

Name: Title:

EXECUTIVE

Ted Ashburn

President, CEO

By: _

Name: Address:

John McCabe

[ADDRESS]

EXHIBIT A

EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

In consideration of my employment or continued employment by ONCORUS, INC., its subsidiaries, parents, affiliates, successors and assigns (together "**Company**"), and the compensation paid to me now and during my employment with Company, and the Company's agreement to provide me with access to its Confidential Information (as defined below), I hereby enter into this Employee Confidential Information and Invention Assignment Agreement (the "**Agreement**") and agree as follows:

1. Confidential Information Protections.

1.1 Recognition of Company's Rights; Nondisclosure. I understand and acknowledge that my employment by Company creates a relationship of confidence and trust with respect to Company's Confidential Information (as defined below) and that Company has a protectable interest therein. At all times during and after my employment, I will hold in confidence and will not disclose, use, lecture upon, or publish any of Company's Confidential Information, except as such disclosure, use or publication may be required in connection with my work for Company, or unless an officer of Company expressly authorizes such disclosure. I will obtain Company's written approval before publishing or submitting for publication any material (written, oral, or otherwise) that discloses and/or incorporates any Confidential Information. I hereby assign to Company any rights I may have or acquire in such Confidential Information and recognize that all Confidential Information will be the sole and exclusive property of Company and its assigns. I will take all reasonable precautions to prevent the inadvertent accidental disclosure of Confidential Information. Notwithstanding the foregoing, pursuant to 18 U.S.C. Section 1833(b), I will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

1.2 Confidential Information. The term "*Confidential Information*" means any and all confidential knowledge, data or information of Company. By way of illustration but not limitation, "*Confidential*

Information” includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, software in source or object code, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques and any other proprietary technology and all Intellectual Property Rights (as defined below) therein (collectively, “**Inventions**”); (b) information regarding research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, margins, discounts, credit terms, pricing and billing policies, quoting procedures, methods of obtaining business, forecasts, future plans and potential strategies, financial projections and business strategies, operational plans, financing and capital-raising plans, activities and agreements, internal services and operational manuals, methods of conducting Company business, suppliers and supplier information, and purchasing; (c) information regarding customers and potential customers of Company, including customer lists, names, representatives, their needs or desires with respect to the types of products or services offered by Company, proposals, bids, contracts and their contents and parties, the type and quantity of products and services provided or sought to be provided to customers and potential customers of Company and other non-public information relating to customers and potential customers; (d) information regarding any of Company’s business partners and their services, including names, representatives, proposals, bids, contracts and their contents and parties, the type and quantity of products and services received by Company, and other non-public information relating to business partners; (e) information regarding personnel, employee lists, compensation, and employee skills; and (f) any other non-public information which a competitor of Company could use to the competitive disadvantage of Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which was known to me prior to

my employment with Company or which is generally known in the trade or industry through no breach of this Agreement or other act or omission by me. Notwithstanding the foregoing or anything to the contrary in this Agreement or any other agreement between the Company and me, nothing in this Agreement will limit my right to discuss my employment or report possible violations of law or regulation with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, or other federal government agency or similar state or local agency or to discuss the terms and conditions of my employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act or to the extent that such disclosure is protected under the applicable provisions of law or regulation, including but not limited to “whistleblower” statutes or other similar provisions that protect such disclosure.

1.3 Third Party Information. I understand, in addition, that Company has received and in the future will receive from third parties their confidential and/or proprietary knowledge, data or information (“**Third Party Information**”) subject to a duty on Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information or unless expressly authorized by an officer of Company in writing.

1.4 Term of Nondisclosure Restrictions. I understand that Confidential Information and Third Party Information is never to be used or disclosed by me, as provided in this Section 1. If a temporal limitation on my obligation not to use or disclose such information is required under applicable law, and the Agreement or its restriction(s) cannot otherwise be enforced, I agree and Company agrees that the two year period after the date my employment ends will be the temporal limitation relevant to the contested restriction; **provided, however**, that this sentence will not apply to trade secrets protected without temporal limitation under applicable law.

1.5 No Improper Use of Information of Prior Employers and Others. During my employment by Company, I will not improperly use or disclose confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.

2. Assignments of Inventions.

2.1 Definitions. As used in this Agreement, the term “**Intellectual Property Rights**” means all trade secrets, Copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country; the term “**Copyright**” means the exclusive legal right to reproduce, perform, display, distribute and make derivative works of a work of authorship (as a literary, musical, or artistic work) recognized by the laws of any jurisdiction or country; and the term “**Moral Rights**” means all paternity, integrity, disclosure, withdrawal, special and any other similar rights recognized by the laws of any jurisdiction or country.

2.2 Excluded Inventions and Other Inventions. Attached hereto as **Exhibit A** is a list describing all existing Inventions, if any, (a) that are owned by me or in which I have an interest and were made or acquired by me prior to my date of first employment by Company, (b) that may relate to Company’s business or actual or demonstrably anticipated research or development, and (c) that are not to be assigned to Company (“**Excluded Inventions**”). If no such list is attached, I represent and agree that it is because I have no Excluded Inventions. For purposes of this Agreement, “**Other Inventions**” means Inventions in which I have or may have an interest, as of the commencement of my employment or thereafter, other than Company Inventions (as defined below) and Excluded Inventions. I acknowledge and agree that if I use any Excluded Inventions or any Other Inventions in the scope of my employment, or if I include any Excluded Inventions or Other Inventions in any product or service of Company, or if my rights in any Excluded Inventions or Other Inventions may block or interfere with, or may

otherwise be required for, the exercise by Company of any rights assigned to Company under this Agreement, I will immediately so notify Company in writing. Unless Company and I agree otherwise in writing as to particular Excluded Inventions or Other Inventions, I hereby grant to Company, in such circumstances (whether or not I give Company notice as required above), a non-exclusive, perpetual, transferable, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Excluded Inventions and Other Inventions. To the extent that any third parties have rights in any such Other Inventions, I hereby represent and warrant that such third party or parties have validly and irrevocably granted to me the right to grant the license stated above.

2.3 Assignment of Company Inventions. Inventions assigned to Company or to a third party as directed by Company pursuant to Section 2.6 are referred to in this Agreement as “*Company Inventions*.” Subject to Section 2.4 and except for Excluded Inventions set forth in **Exhibit A** and Other Inventions, I hereby assign to Company all my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, during the period of my employment by Company. To the extent required by applicable Copyright laws, I agree to assign in the future (when any copyrightable Inventions are first fixed in a tangible medium of expression) my Copyright rights in and to such Inventions. Any assignment of Company Inventions (and all Intellectual Property Rights with respect thereto) hereunder includes an assignment of all Moral Rights. To the extent such Moral Rights cannot be assigned to Company and to the extent the following is allowed by the laws in any country where Moral Rights exist, I hereby unconditionally and irrevocably waive the enforcement of such Moral Rights, and all claims and causes of action of any kind against Company or related to Company’s customers, with respect to such rights. I further acknowledge and agree that neither my successors-in-interest nor legal heirs retain any Moral Rights in any Company Inventions (and any Intellectual Property Rights with respect thereto).

2.4 Unassigned or Nonassignable Inventions. I recognize that this Agreement will not be deemed to require assignment of any Invention that I developed entirely on my own time without using the Company’s equipment, supplies, facilities, trade secrets, or Confidential Information, except for those Inventions that either (i) relate to the Company’s actual or anticipated business, research or development, or (ii) result from or are connected with work performed by me for the Company. In addition, this Agreement does not apply to any Invention which qualifies fully for protection from assignment to the Company under any specifically applicable state law, regulation, rule or public policy (“*Specific Inventions Law*”).

2.5 Obligation to Keep Company Informed. During the period of my employment, I will promptly and fully disclose to Company in writing all Inventions authored, conceived, or reduced to practice by me, either alone or jointly with others. At the time of each such disclosure, I will advise Company in writing of any Inventions that I believe fully qualify for protection under the provisions of the Specific Inventions Law; and I will at that time provide to Company in writing all evidence necessary to substantiate that belief. Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to Company pursuant to this Agreement relating to Inventions that qualify fully for protection under the Specific Inventions Law. I will preserve the confidentiality of any Invention that does not fully qualify for protection under the Specific Inventions Law.

2.6 Government or Third Party. I agree that, as directed by Company, I will assign to a third party, including without limitation the United States, all my right, title, and interest in and to any particular Company Invention.

2.7 Ownership of Work Product.

(a) I acknowledge that all original works of authorship which are made by me (solely or

jointly with others) within the scope of my employment and which are protectable by Copyright are “works made for hire,” pursuant to United States Copyright Act (17 U.S.C., Section 101).

(b) I agree that Company will exclusively own all work product that is made by me (solely or jointly with others) within the scope of my employment, and I hereby irrevocably and unconditionally assign to Company all right, title, and interest worldwide in and to such work product. I understand and agree that I have no right to publish on, submit for publishing, or use for any publication any work product protected by this Section, except as necessary to perform services for Company.

2.8 Enforcement of Intellectual Property Rights and Assistance. I will assist Company in every proper way to obtain, and from time to time enforce, United States and foreign Intellectual Property Rights and Moral Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Intellectual Property Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Intellectual Property Rights to Company or its designee, including the United States or any third party designated by Company. My obligation to assist Company with respect to Intellectual Property Rights relating to such Company Inventions in any and all countries will continue beyond the termination of my employment, but Company will compensate me at a reasonable rate after my termination for the time actually spent by me at Company’s request on such assistance. In the event Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in this paragraph, I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Intellectual Property Rights assigned under this Agreement to Company.

2.9 Incorporation of Software Code. I agree that I will not incorporate into any Company software or otherwise deliver to Company any software code licensed under the GNU General Public License or Lesser General Public License or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Company **except** in strict compliance with Company’s policies regarding the use of such software.

3. Records. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by Company) of all Confidential Information developed by me and all Company Inventions made by me during the period of my employment at Company, which records will be available to and remain the sole property of Company at all times.

4. Duty of Loyalty During Employment. I agree that during the period of my employment by Company, I will not, without Company’s express written consent, directly or indirectly engage in any employment or business activity which is directly or indirectly competitive with, or would otherwise conflict with, my employment by Company.

5. No Solicitation of Employees, Consultants, Contractors, or Customers or Potential Customers. Except as modified by Section 10.3 below, I agree that during the period of my employment and for the one year period after the date my employment ends for any reason, including but not limited to voluntary termination by me or involuntary termination by Company, I will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others, except on behalf of Company:

5.1 solicit, induce, encourage, or participate in soliciting, inducing or encouraging any person known to me to be an employee, consultant, or independent contractor of Company to terminate his or her

relationship with Company, even if I did not initiate the discussion or seek out the contact;

5.2 solicit, induce, encourage, or participate in soliciting, inducing, or encouraging any person known to me to be an employee, consultant, or independent contractor of Company to terminate his or her relationship with Company to render services to me or any other person or entity that researches, develops, markets, sells, performs or provides or is preparing to develop, market, sell, perform or provide Conflicting Services (as defined below);

5.3 hire, employ, or engage in a business venture with as partners or owners or other joint capacity, or attempt to hire, employ, or engage in a business venture as partners or owners or other joint capacity, with any person then employed by Company or who has left the employment of Company within the preceding three months to research, develop, market, sell, perform or provide Conflicting Services;

5.4 solicit, induce or attempt to induce any Customer or Potential Customer (as defined below), to terminate, diminish, or materially alter in a manner harmful to Company its relationship with Company;

5.5 solicit or assist in the solicitation of any Customer or Potential Customer to induce or attempt to induce such Customer or Potential Customer to purchase or contract for any Conflicting Services; or

5.6 perform, provide or attempt to perform or provide any Conflicting Services for a Customer or Potential Customer.

The parties agree that for purposes of this Agreement, a “**Customer or Potential Customer**” is any person or entity who or which, at any time during the one year period prior to my contact with such person or entity as described in Sections 5.4, 5.5 or 5.6 above if such contact occurs during my employment or, if such contact occurs following the termination of my employment, during the one year period prior to the date my employment with Company ends: (i) contracted for, was billed for, or received from Company any product, service or process with which I worked directly or indirectly during my employment by Company or about which I acquired Confidential Information; or (ii) was in contact with me or in contact with any other employee, owner, or agent of Company, of which contact I was or should have been aware, concerning the sale or purchase of, or contract for, any product, service or process with which I worked directly or indirectly during my employment with Company or about which I acquired Confidential Information; or (iii) was solicited by Company in an effort in which I was involved or of which I was aware.

6. Non-Compete Provision.

6.1 Except as modified by Section 10.3 below, unless I am classified as nonexempt under the Fair Labor Standards Act, 29 U.S.C. 201-219, I agree that during the period of my employment and for the one year period after the termination of my employment relationship with the Company due to voluntary termination by me or involuntary termination by the Company for Cause (defined below), I will not, whether paid or not: (i) serve as a partner, principal, licensor, licensee, employee, consultant, officer, director, manager, agent, affiliate, representative, advisor, promoter, associate, investor, or otherwise for, (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of, or (iii) build, design, finance, acquire, lease, operate, manage, control, invest in, work or consult for or otherwise join, participate in or affiliate myself with, any business whose business, products or operations are in any respect involved in Conflicting Services (defined below) anywhere in the Restricted Territory (defined below). Should I obtain other employment during my employment with the Company or within 12 months immediately following the termination of my relationship with the Company, I agree to provide written notification to the Company as to the name and address of my new employer, the position that I expect to hold, and a general description of my duties and responsibilities, at least three business days prior to starting such employment.

6.2 The parties further agree that for purposes of this Agreement, “**Conflicting Services**” means any business in which the Company is engaged, or in which the Company has plans to be engaged, or any service that the Company provides or has plans to provide.

6.3 I agree that for purposes of this Agreement, “**Restricted Territory**” means the geographic areas in

which I provided services for the Company or had a material presence or influence, during any time within the last two years prior to the termination of my relationship with the Company.

6.4 I agree that for purposes of this Agreement, "**Cause**" shall mean a termination of my employment by the Company due to my misconduct or failure to meet the Company's performance expectations.

6.5 The Company may elect to enforce the provisions of this Section 6 or waive them at its sole discretion. If the Company elects to enforce the provisions of this Section 6, such election may be accomplished by the Company providing me with written notice of its election to enforce: (A) on or before the last day of my employment with the Company pursuant to an involuntary termination by the Company for Cause, or (B) within 2 weeks after the Company's receipt of written notice from me of my resignation from employment. If the Company elects to enforce the provisions of this Section 6 then the Company must either: (i) accelerate the vesting of my Company stock options by 12 months ("**Mutually Agreed Upon Consideration**"), or, in the event I do not have any Company stock options, (ii) pay me continuing salary payments for one year following termination of my employment at a rate equal to no less than 50% of the highest annualized base salary paid to me by the Company within the two years prior to the termination of my relationship with the Company ("**Garden Leave Payments**"). Notwithstanding anything to the contrary above, the Company may enforce the covenants in this Section 6 without providing the Garden Leave Payments, if applicable, if it determines in good faith that I breached this Section 6 or unlawfully misappropriated the Company's physical or electronic property. For avoidance of doubt, the Company's failure to timely elect to enforce the provisions of this Section 6 shall be construed as its waiver of the provisions of this Section 6. For further avoidance of doubt, if the Company does not elect to enforce, I am classified as nonexempt under the Fair Labor Standards Act, 29 U.S.C. 201-219, or the Company is otherwise prohibited by law or a court from enforcing, the provisions of this Section 6, I will not be subject to the restrictions in this Section 6 nor will I be entitled to any Mutually Agreed Upon Consideration or Garden Leave Payments.

6.6 I acknowledge that I have received increased compensation and enhanced severance eligibility from the Company in exchange for my agreement to the restrictions in this Section 6.

7. Reasonableness of Restrictions.

7.1 I agree that I have read this entire Agreement and understand it. I acknowledge that I have

the right to consult with counsel prior to signing this Agreement. I further acknowledge that I will derive significant value from the Company's agreement to provide me with Company Confidential Information to enable me to optimize the performance of my duties to the Company. I further acknowledge that my fulfillment of the obligations contained in this Agreement, including, but not limited to, my obligation neither to disclose nor to use Company Confidential Information other than for the Company's exclusive benefit and my obligations not to compete and not to solicit are necessary to protect Company Confidential Information and, consequently, to preserve the value and goodwill of the Company. I agree that this Agreement does not prevent me from earning a living or pursuing my career. I agree that the restrictions contained in this Agreement are reasonable, proper, and necessitated by Company's legitimate business interests. I represent and agree that I am entering into this Agreement freely and with knowledge of its contents with the intent to be bound by the Agreement and the restrictions contained in it.

7.2 In the event that a court finds this Agreement, or any of its restrictions, to be ambiguous, unenforceable, or invalid, I and Company agree that the court will read the Agreement as a whole and interpret the restriction(s) at issue to be enforceable and valid to the maximum extent allowed by law.

7.3 If the court declines to enforce this Agreement in the manner provided in subsection 7.2, Company and I agree that this Agreement will be automatically modified to provide Company with the maximum protection of its business interests allowed by law and I agree to be bound by this Agreement as modified.

8. No Conflicting Agreement or Obligation. I represent that my performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement.

9. Return of Company Property. When I leave the employ of Company, I will deliver to Company any and all drawings, notes, memoranda, specifications, devices, formulas and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Confidential Information of Company. I agree that I will not copy, delete, or alter any information contained upon my Company computer or Company equipment before I return it to Company. In addition, if I have used any personal computer, server, or e-mail system to receive, store, review, prepare or transmit any Company information, including but not limited to, Confidential Information, I agree to provide Company with a computer-useable copy of all such Confidential Information and then permanently delete and expunge such Confidential Information from those systems; and I agree to provide Company access to my system as reasonably requested to verify that the necessary copying and/or deletion is completed. I further agree that any property situated on Company's premises and owned by Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company's personnel at any time with or without notice. Prior to leaving, I will cooperate with Company in attending an exit interview and completing and signing Company's termination statement if required to do so by Company.

10. Legal and Equitable Remedies.

10.1 I agree that it may be impossible to assess the damages caused by my violation of this Agreement or any of its terms. I agree that any threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to Company, and Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that Company may have for a breach or threatened breach of this Agreement.

10.2 I agree that if Company is successful in whole or in part in any legal or equitable action against me under this Agreement, Company will be entitled to payment of all costs, including reasonable attorney's fees, from me.

10.3 In the event Company determines that I have breached a fiduciary duty owed to it or misappropriated the Company's physical or electronic property, I agree that the restrictions of Sections 5 and 6 will remain in effect for a period of 24 months after the termination of my relationship with the Company.

11. Notices. Any notices required or permitted under this Agreement will be given to Company at its headquarters location at the time notice is given, labeled "Attention Chief Executive Officer," and to me at my address as listed on Company payroll, or at such other address as Company or I may designate by written notice to the other. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, notice will be considered to have been given five business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt.

12. Publication of This Agreement to Subsequent Employer or Business Associates of Employee.

12.1 If I am offered employment or the opportunity to enter into any business venture as owner, partner, consultant or other capacity while the restrictions described in Sections 5 and 6 of this Agreement are in effect I agree to inform my potential employer, partner, co-owner and/or others involved in managing the business with which I have an opportunity to be associated of my obligations under this Agreement and also agree to provide such person or persons with a copy of this Agreement.

12.2 I agree to inform Company of all employment and business ventures which I enter into while the restrictions described in Sections 5 and 6 of this Agreement are in effect and I also authorize Company to provide copies of this Agreement to my employer, partner, co-owner and/or others involved in managing the business with which I am employed or associated and to make such persons aware of my obligations under this Agreement.

13. General Provisions.

13.1 Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by and construed according to the laws of the Commonwealth of Massachusetts as such laws are applied to agreements entered into and to be performed entirely within Massachusetts between residents of Massachusetts. I hereby expressly consent to the personal jurisdiction and venue of the state and federal courts located in Massachusetts for any lawsuit filed there against me by Company arising from or related to this Agreement.

13.2 Severability. In case any one or more of the provisions, subsections, or sentences contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. If moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

13.3 Successors and Assigns. This Agreement is for my benefit and the benefit of Company, its successors, assigns, parent corporations, subsidiaries, affiliates, and purchasers, and will be binding upon my heirs, executors, administrators and other legal representatives.

13.4 Survival. This Agreement will survive the termination of my employment, regardless of the reason, and the assignment of this Agreement by Company to any successor in interest or other assignee.

13.5 Employment At-Will. I agree and understand that nothing in this Agreement will change my at-will employment status or confer any right with respect to continuation of employment by Company, nor will it interfere in any way with my right or Company's right to terminate my employment at any time, with or without cause or advance notice.

13.6 Waiver. No waiver by Company of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Company of any right

under this Agreement will be construed as a waiver of any other right. Company will not be required to give notice to enforce strict adherence to all terms of this Agreement.

13.7 Export. I agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company or any products utilizing such data, in violation of the United States export laws or regulations.

13.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

13.9 Advice of Counsel. I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION OF THIS AGREEMENT.

13.10 Entire Agreement. The obligations pursuant to Sections 1 and 2 (except Subsection 2.4 and Subsection 2.7(a)) of this Agreement will apply to any time during which I was previously engaged, or am in the future engaged, by Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter of this Agreement and supersedes and merges all prior discussions between us; provided, however, prior to the execution of this Agreement, if Company and I were parties to any agreement regarding the subject matter hereof, that agreement will be superseded by this Agreement prospectively only]. No modification of or amendment to this Agreement will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

[signatures to follow on next page]

This Agreement will be effective as of

, with the exception of Section 6 of this

Agreement, which will be effective as of ten days from the date of signing.

EMPLOYEE:

I have read this agreement carefully and understand its terms. I have completely filled out Exhibit A to this Agreement.

DocuSigned by:

139D326CA5A14F0...

(Signature)

John McCabe

Name

9/22/2020

Date

[email address]

Email

COMPANY:

Accepted and agreed

Oncorus, Inc.

By:

Name: Ted Ashburn
Title: President, CEO

Email: [email address]

EXHIBIT A
EXCLUDED INVENTIONS

TO: Oncorus, Inc.
FROM: John McCabe
DATE: 9/22/2020

1. Excluded Inventions Disclosure. Except as listed in Section 2 below, the following is a complete list of all Excluded Inventions:

No Excluded Inventions.

See below:

Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to the Excluded Inventions generally listed below, the intellectual property rights and duty of confidentiality with respect to which I owe to the following party(ies):

<u>Invention</u>	Excluded	Party(ies)	Relationship
1.			
2.			
3.			

Additional sheets attached.

ONCORUS, INC.
CONSULTING AGREEMENT

Effective Date: April 1, 2022

This Consulting Agreement (the “*Agreement*”) is made as of the Effective Date set forth above by and between Oncorus, Inc. (“*Client*”) and John McCabe (“*Consultant*”).

1. Engagement of Services. Client may issue Project Assignments to Consultant in the form attached to this Agreement as **Exhibit A** (each, a “*Project Assignment*”). Subject to the terms of this Agreement, Consultant will render the services set forth in Project Assignment(s) accepted by Consultant (the “*Services*”) by the completion dates set forth therein. Except as otherwise provided in the applicable Project Assignment, Consultant will be free of control and direction from the Client (other than general oversight and control over the results of the Services), and will have exclusive control over the manner and means of performing the Services, including the choice of place and time. Consultant will provide, at Consultant’s own expense, a place of work and all equipment, tools and other materials necessary to complete the Services; however, to the extent necessary to facilitate performance of the Services, Client may, in its discretion, make certain of its equipment or facilities available to Consultant at Consultant’s request. While on the Client’s premises, Consultant agrees to comply with Client’s then-current access rules and procedures, including those related to safety, security and confidentiality. Consultant agrees and acknowledges that Consultant has no expectation of privacy with respect to Client’s telecommunications, networking or information processing systems (including stored computer files, email messages and voice messages) and that Consultant’s activities, including the sending or receiving of any files or messages, on or using those systems may be monitored, and the contents of such files and messages may be reviewed and disclosed, at any time, without notice.

2. Compensation.

a. Client will pay Consultant the fee set forth in each Project Assignment for Services rendered pursuant to this Agreement as Consultant’s sole compensation for such Services. Consultant will be reimbursed only for expenses that are expressly provided for in a Project Assignment or that have been approved in advance in writing by Client, provided Consultant has furnished such documentation for authorized expenses as Client may reasonably request. Payment of Consultant’s fees and expenses will be in accordance with the applicable Project Assignment. Upon termination of this Agreement for any reason, Consultant will be paid fees on the basis stated in the Project Assignment(s) for work that has been completed. Unless otherwise provided in a Project Assignment, payment to Consultant of undisputed fees will be due 30 days following Client’s receipt of an invoice that contains accurate records of the work performed that are sufficient to substantiate the invoiced fees.

b. In further consideration for the services rendered pursuant to this Agreement and for the assignment of certain of Consultant’s right, title and interest pursuant hereto, subject to approval by Client’s compensation committee, Client will treat Client’s service under this Agreement as “Continuous Service” under Client’s 2020 Equity Incentive Plan, such that the vesting of Consultant’s options shall continue so long as this Agreement remains in effect. All matters of vesting and exercisability of Consultant’s options shall be as governed by the terms of Client’s 2020 Equity Incentive Plan and any other documents between Consultant and Client setting forth the terms of such options.

3. Ownership of Work Product. Consultant hereby irrevocably assigns to Client all right, title and interest worldwide in and to any deliverables specified in a Project Assignment and to any ideas,

concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other copyrightable works, and any other work product created, conceived or developed by Consultant (whether alone or jointly with others) for Client during or before the term of this Agreement, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein (including all rights to priority and rights to file patent applications and/or registered designs) (collectively, the "**Work Product**"). Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's ownership of the Work Product. Consultant agrees to execute, at Client's request and expense, all documents and other instruments necessary or desirable to confirm such assignment, including without limitation, any copyright assignment or patent assignment provided by the Client. Consultant hereby irrevocably appoints Client as Consultant's attorney-in-fact for the purpose of executing such documents on Consultant's behalf, which appointment is coupled with an interest. At Client's request, Consultant will promptly record any such patent assignment with the United States Patent and Trademark Office. Client will reimburse Consultant for any reasonable out-of-pocket expenses actually incurred by Consultant in fulfilling its obligations under this section. Consultant will deliver each item of Work Product specified in each Project Assignment and disclose promptly in writing to Client all other Work Product.

4. Other Rights. If Consultant has any rights, including without limitation "artist's rights" or "moral rights," in the Work Product that cannot be assigned, Consultant hereby unconditionally and irrevocably grants to Client an exclusive (even as to Consultant), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. In the event that Consultant has any rights in the Work Product that cannot be assigned or licensed, Consultant unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Client or Client's customers.

5. License to Preexisting IP. Consultant agrees not to use or incorporate into Work Product any intellectual property developed by any third party or by Consultant other than in the course of performing services for Client ("**Preexisting IP**") unless the Preexisting IP has been specifically identified and described in the applicable Project Assignment. In the event Consultant uses or incorporates Preexisting IP into Work Product, Consultant hereby grants to Client a non-exclusive, worldwide, fully-paid and royalty-free, irrevocable, perpetual license, with the right to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display in any medium or format, whether now known or later developed, such Preexisting IP incorporated or used in Work Product.

6. Representations and Warranties. Consultant represents and warrants that: (a) the Services will be performed in a professional manner and in accordance with the industry standards and the Work Product will comply with the requirements set forth in the applicable Project Assignment, (b) the Work Product will be an original work of Consultant, (c) Consultant has the right and unrestricted ability to assign the ownership of Work Product to Client as set forth in Section 3 (including without limitation the right to assign the ownership of any Work Product created by Consultant's employees or contractors), (d) neither the Work Product nor any element thereof will infringe upon or misappropriate any copyright, patent, trademark, trade secret, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law, (e) Consultant has an unqualified right to grant to Client the license to Preexisting IP set forth in Section 5, (f) none of the Work Product incorporates any software code licensed under the GNU General Public License or Lesser General Public License or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Client, except as expressly agreed by the Client in writing, and (g) Consultant will comply with all applicable federal, state, local and foreign laws governing

self-employed individuals, including laws requiring the payment of taxes, such as income and employment taxes, and social security, disability, and other contributions.

7. Indemnification. Company agrees to (i) defend Consultant against third party claims, actions or suits against Consultant based on Company's exploitation of the Services and Work Products provided by Consultant and (2) indemnify Consultant for liabilities to third parties arising out of any such claim, action or suit; *provided*, that Company's obligations shall apply if and only if Consultant promptly provides Company written notice thereof and reasonable cooperation, information, and assistance in connection therewith. Company shall have no liability for any cost or expense, or the amount of any settlement or other voluntary disposition, that is incurred without Company's prior written consent.

8. Independent Contractor Relationship. Consultant's relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between Client and any of Consultant's employees or agents. Consultant is not authorized to make any representation, contract or commitment on behalf of Client. Consultant (if Consultant is an individual) and Consultant's employees will not be entitled to any of the benefits that Client may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Because Consultant is an independent contractor, Client will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on behalf of Consultant. Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of Services and receipt of fees under this Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing Services under this Agreement. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law. If, notwithstanding the foregoing, Consultant is reclassified as an employee of Client, or any affiliate of Client, by the U.S. Internal Revenue Service, the U.S. Department of Labor, or any other federal or state or foreign agency as the result of any administrative or judicial proceeding, Consultant agrees that Consultant will not, as the result of such reclassification, be entitled to or eligible for, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by Client.

9. Confidential Information. During the term of this Agreement and thereafter Consultant (i) will not use or permit the use of Client's Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, (ii) will hold such Confidential Information in confidence and protect it from unauthorized use and disclosure, and (iii) will not disclose such Confidential Information to any third parties except as set forth in this section and in Section 10 below. Consultant will protect Client's Confidential Information from unauthorized use, access or disclosure in the same manner as Consultant protects its own confidential information of a similar nature, but in no event will it exercise less than reasonable care. Notwithstanding the foregoing or anything to the contrary in this Agreement or any other agreement between Client and Consultant, nothing in this Agreement shall limit Consultant's right to report possible violations of law or regulation with any federal, state, or local government agency. "**Confidential Information**" as used in this Agreement means all information disclosed by Client to Consultant, whether during or before the term of this Agreement, that is not generally known in the Client's trade or industry and will include, without limitation: (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of Client or its subsidiaries or affiliates; (b) trade secrets, drawings, inventions, know-how, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; (d) existence of any

business discussions, negotiations or agreements between the parties; and (e) any information regarding the skills and compensation of employees, contractors or other agents of Client or its subsidiaries or affiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Client or Consultant in the course of Client's business. Confidential Information does not include information that (x) is or becomes a part of the public domain through no act or omission of Consultant, (y) is disclosed to Consultant by a third party without restrictions on disclosure, or (z) was in Consultant's lawful possession without obligation of confidentiality prior to the disclosure and was not obtained by Consultant either directly or indirectly from Client. In addition, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; *provided, however*, that Consultant will first have given notice to Client and will have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. All Confidential Information furnished to Consultant by Client is the sole and exclusive property of Client or its suppliers or customers. Upon request by Client, Consultant agrees to promptly deliver to Client the original and any copies of the Confidential Information. Consultant's duty of confidentiality under this Agreement does not amend or abrogate in any manner Consultant's continuing duties under any prior agreement between Consultant and Client. Notwithstanding the foregoing nondisclosure obligations, pursuant to 18 U.S.C. Section 1833(b), Consultant will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

9.1 Personal Information. With respect to any Confidential Information that constitutes personal data, personal information, personally identifiable information or similar information under applicable privacy or data security laws (collectively, "**Personal Information**"), Consultant shall not (i) sell Personal Information or (ii) retain, use or disclose Personal Information for any purpose other than the specific purpose of providing the Services. For the avoidance of doubt, the foregoing prohibits Consultant from "selling" Personal Information, as defined in the California Consumer Privacy Act of 2018 (as amended, the "**CCPA**"), and from retaining, using, or disclosing Personal Information outside of the direct business relationship between Consultant and Client or for a "commercial purpose" (as defined in the CCPA). Consultant hereby certifies that it understands the obligations under this Section 8.1 and will comply with them.

(a) Consultant shall use reasonable security measures appropriate to the nature of any Personal Information in its possession or control to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure.

(b) The parties acknowledge and agree that Consultant's access to Personal Information is not part of the consideration exchanged by the parties in respect of the Agreement.

(c) If any individual contacts Consultant to make a request pertaining to their Personal Information, Consultant shall promptly forward the request to Client and shall not respond to the individual except as instructed by Client. Consultant shall promptly take such actions and provide such information as Client may request to help Client fulfill requests of individuals to exercise their rights under the applicable privacy or data security laws, including, without limitation, requests to access, delete, opt-out of the sale of, or receive information about the processing of, Personal Information pertaining to them. Consultant agrees to cooperate with Client to further amend the Agreement as may be necessary to address compliance with applicable privacy or data security laws.

10. Consultant's Employees, Consultants and Agents. Consultant shall have the right to disclose Confidential Information only to those of its employees, consultants, and agents who have a need to know such information for the purpose of performing Services and who have entered into a binding written agreement that is expressly for the benefit of Client and protects Client's rights and interests in and to the Confidential Information to at least the same degree as this Agreement. Client reserves the right to refuse or limit Consultant's use of any employee, consultant or agent or to require Consultant to remove any employee, consultant or agent already engaged in the performance of the Services. Client's exercise of such right will in no way limit Consultant's obligations under this Agreement.

11. Term and Termination.

11.1 Term. The initial term of this Agreement is through September 30, 2022, unless earlier terminated as provided in this Agreement.

11.2 Termination Without Cause. Consultant may terminate this Agreement without cause, at any time when no Project Assignment is in effect upon 15 days' prior written notice to Client.

11.3 Termination for Cause. Either party may terminate this Agreement immediately in the event the other party has materially breached the Agreement and failed to cure such breach within 3 days after notice by the non-breaching party is given.

11.4 Survival. The rights and obligations contained in Sections 3 ("**Ownership of Work Product**"), 4 ("**Other Rights**"), 5 ("**License to Preexisting IP**"), 6 ("**Representations and Warranties**"), 9 ("**Confidential Information**") and 13 ("**Non-solicitation**") will survive any termination or expiration of this Agreement.

12. No Conflicts. Consultant will refrain from any activity, and will not enter into any agreement or make any commitment, that is inconsistent or incompatible with Consultant's obligations under this Agreement, including Consultant's ability to perform the Services. Consultant represents and warrants that Consultant is not subject to any contract or duty that would be breached by Consultant's entering into or performing Consultant's obligations under this Agreement or that is otherwise inconsistent with this Agreement.

13. Non-solicitation. Consultant agrees that during the Term of this Agreement, and for one (1) year thereafter, Consultant will not either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, or consultant of Client to terminate his, her or its relationship with Client in order to become an employee, consultant, or independent contractor to or for any other person or entity.

14. Successors and Assigns. Consultant may not subcontract or otherwise delegate or assign this Agreement or any of its obligations under this Agreement without Client's prior written consent. Any attempted assignment in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement will be for the benefit of Client's successors and assigns, and will be binding on Consultant's assignees.

15. Notices. Any notice required or permitted by this Agreement will be in writing and will be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by electronic mail, telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice will be sent to the addresses set forth below or such other address as either party may specify in writing.

16. Governing Law. This Agreement will be governed in all respects by the laws of the United States of America and by the laws of the Commonwealth of Massachusetts, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction.

17. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

18. Waiver. The waiver by Client of a breach of any provision of this Agreement by Consultant will not operate or be construed as a waiver of any other or subsequent breach by Consultant.

19. Injunctive Relief for Breach. Consultant's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by Consultant for Client; *provided, however*, that in the event of any conflict between the terms of this Agreement and any Project Assignment, the terms of the applicable Project Assignment will control, provided that the Project Assignment specifically calls out the applicable Section number of this Agreement to be superseded and has been signed by an authorized officer of Client. The parties have entered into separate agreements related to Consultant's previous employment relationship with Client. These separate agreements govern the previous employment relationship between Consultant and Client, have or may have provisions that survive termination of Consultant's relationship with Client under this Agreement, may be amended or superseded without regard to this Agreement, and are enforceable according to their terms without regard to the enforcement provision of this Agreement. This Agreement may only be changed or amended by mutual agreement of authorized representatives of the parties in writing. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Remainder of page intentionally left blank]

The parties have executed this Agreement as of the Effective Date.

CLIENT:

Oncorus, Inc.

By: _____ /s/ Ted Ashburn

Name: _____ /s/ Theodore (Ted) Ashburn, M.D., Ph.D
Title: _____ Chief Executive Officer

Email: _____

Address: _____ 50 Hampshire Street, Suite 401
_____ Cambridge, MA 02139

CONSULTANT:

John McCabe

_____ /s/ John McCabe
Signature

_____ Title (if applicable)

_____ Email

Address: _____

For copyright registration purposes only, Consultant must provide the following information:

Date of Birth: _____

Nationality or domicile: United States

EXHIBIT A

Project Assignment #1 Under Consulting Agreement

Dated: April 1, 2022

Project:

Consultant will render the following services to Client as Client may from time to time request:

Consultant shall assist the Client by providing advice and services related to his resignation from the role of Chief Financial Officer of Client and the transition of related duties relative to Client's finance function.

Consultant shall render services as requested by Client determined by mutual arrangement between Consultant and Ted Ashburn of Client, to whom Consultant will report. In addition, Consultant will be available for a reasonable number of telephone and/or written consultations.

Fees And Reimbursement:

Cash Fee: \$220.00 per hour.

Consultant will be reimbursed for third party expenses (at cost) if approved in writing in advance by Client.

Consultant will invoice Client monthly for services and expenses and will provide such reasonable receipts or other documentation of expenses as Client might request, including copies of time records.

Payment terms: Client will be invoiced on the first day of each month for services rendered and expenses incurred during the previous month.

The parties have executed this Project Assignment as of the date first written above.

CLIENT:

ONCORUS, INC.

By: _____

Name: _____

Title: _____

CONSULTANT:

JOHN MCCABE

Signature

Title (if applicable)

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Theodore (Ted) Ashburn, M.D., PhD., certify that:

1. I have reviewed Amendment No. 1 to the annual report on Form 10-K of Oncorus, Inc.; and
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.

Date: April 29, 2022

By: _____ /s/ Theodore (Ted) Ashburn, M.D., PhD.
Theodore (Ted) Ashburn, M.D., PhD.
President, Chief Executive Officer and Director
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Theodore (Ted) Ashburn, M.D., Ph.D., certify that:

1. I have reviewed Amendment No. 1 to the annual report on Form 10-K of Oncorus, Inc.; and
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.

Date: April 29, 2022

By: _____ /s/ Theodore (Ted) Ashburn, M.D., Ph.D.
Theodore (Ted) Ashburn, M.D., Ph.D.
President, Chief Executive Officer and Director
(Principal Financial Officer and Principal Accounting Officer)
