

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 19

For the quarterly period ended June 30, 2025

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 19

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 001-38205



ZAI LAB LIMITED

(Exact Name of Registrant as Specified in its Charter)

Cayman Islands  
(State or Other Jurisdiction of  
Incorporation or Organization)

98-1144595  
(I.R.S. Employer  
Identification No.)

899 Halei Road  
Building B, Pudong  
Shanghai  
China

201203

314 Main Street  
4th Floor, Suite 100  
Cambridge, MA, USA  
(Address of Principal Executive Offices)

02142  
(Zip Code)

+86 216163 2588  
+1 857 706 2604

(Registrant's Telephone Number, Including Area Code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
American Depositary Shares, each representing 10 Ordinary Shares, par value \$0.000006 per share	ZLAB	The Nasdaq Global Market
Ordinary Shares, par value \$0.000006 per share*	9688	The Stock Exchange of Hong Kong Limited

\* Included in connection with the registration of the American Depositary Shares with the Securities and Exchange Commission. The ordinary shares are not registered or listed for trading in the United States but are listed for trading on The Stock Exchange of Hong Kong Limited.

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, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in

Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

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

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

As of July 31, 2025, 1,099,557,340 ordinary shares of the registrant, par value \$0.000006 per share, were outstanding, of which 421,725,450 ordinary shares were held in the form of American Depositary Shares.

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**Zai Lab Limited**  
**Quarterly Report on Form 10-Q**  
**For the Second Quarter of 2025**

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## SPECIAL NOTES REGARDING THE COMPANY

### Forward-Looking Statements

This report contains certain forward-looking statements, including statements relating to our strategy and plans; potential of and expectations for our business, commercial products, and pipeline programs; the market for our commercial and pipeline products; capital allocation and investment strategy; clinical development programs and related clinical trials; clinical trial data, data readouts, and presentations; risks and uncertainties associated with drug development and commercialization; regulatory discussions, submissions, filings, and approvals and the timing thereof; the potential benefits, safety, and efficacy of our products and product candidates and those of our collaboration partners; the anticipated benefits and potential of investments, collaborations, and business development activities; our profitability and timeline to profitability; and our future financial and operating results. All statements, other than statements of historical fact, included in this report are forward-looking statements, and can be identified by words such as “aim,” “anticipate,” “believe,” “contemplate,” “continue,” “could,” “estimate,” “expect,” “forecast,” “goal,” “intend,” “may,” “plan,” “possible,” “potential,” “predict,” “project,” “seek,” “should,” “target,” “will,” “would,” or the negative of these terms or similar expressions. Such statements constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are not guarantees or assurances of future performance. Forward-looking statements are based on our expectations and assumptions as of the date of this report and are subject to inherent uncertainties, risks, and changes in circumstances that may differ materially from those contemplated by the forward-looking statements. We may not actually achieve the plans, carry out the intentions, or meet the expectations or projections disclosed in our forward-looking statements, and you should not place undue reliance on these forward-looking statements. Actual results may differ materially from those indicated by such forward-looking statements as a result of various important factors, including but not limited to the following:

- Our ability to successfully commercialize and generate revenue from our approved products;
  - Our ability to obtain funding for our operations and business initiatives;
  - The results of our clinical and pre-clinical development of our product candidates;
  - The content and timing of decisions made by the relevant regulatory authorities regarding regulatory approvals of our product candidates;
  - Any inability of third parties on whom we rely, such as our licensors, CMOs, and others that supply certain of our products and product candidates; CROs that conduct or support some of our pre-clinical and clinical trials; and distributors that sell our commercial products, to successfully carry out their contractual duties or meet expected deadlines;
  - Any issues that our Chinese manufacturing facilities may have with operating in conformity with established GMPs and international best practices, and with passing FDA, NMPA, and EMA inspections;
  - Any inability to obtain or maintain sufficient patent or regulatory data protection for our products and product candidates;
  - Changes in U.S. and China trade policies and relations, as well as relations with other countries, and/or changes in laws, regulations, and/or sanctions;
  - Actions the Chinese government may take to intervene in or influence our operations;
  - Economic, political, and social conditions in mainland China as well as governmental policies;
  - Significant business disruptions caused by events or developments outside of our control, such as pandemics, international war or conflict, natural disasters or extreme weather events, and other geopolitical events;
  - Uncertainties in the Chinese legal system, including with respect to the anti-corruption enforcement efforts in mainland China and the Counter-Espionage Law, the Data Security Law, the Cyber Security Law, the Cybersecurity Review Measures, the Personal Information Protection Law, the Regulation on the Administration of Human Genetic Resources, the Biosecurity Law, the Security Assessment Measures, and other future laws and regulations or amendments to such laws and regulations;
  - Approval, filing, or procedural requirements imposed by the China Securities Regulatory Commission or other Chinese regulatory authorities in connection with issuing securities to foreign investors under Chinese law;
  - Any violation or liability under the U.S. Foreign Corrupt Practices Act or Chinese anti-corruption, anti-bribery, and anti-fraud laws;
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- Variations in currency exchange rates and restrictions on currency exchange;
- Limitations on the ability of our Chinese subsidiaries to make payments to us;
- Chinese requirements on the ability of residents in mainland China to establish offshore special purpose companies;
- Chinese regulations regarding acquisitions of companies based in mainland China by foreign investors;
- Expiration of, or changes to, financial incentives or discretionary policies granted by local governments in mainland China;
- Restrictions or limitations on the ability of overseas regulators to conduct investigations or collect evidence within mainland China;
- Unfavorable tax consequences to us and our non-Chinese shareholders or ADS holders if we were to be classified as a Chinese resident enterprise for Chinese income tax purposes;
- Failure to comply with applicable Chinese, U.S., and Hong Kong regulations that could lead to government enforcement actions, fines, other legal or administrative sanctions, and/or harm to our business or reputation;
- Delays or obstacles for closing transactions, such as review by the CFIUS in our investments; and
- Any inability to renew our current leases on desirable terms or otherwise locate desirable alternatives for our leased properties.

These factors should not be construed as exhaustive and should be read with the other cautionary statements and information in our Annual Report on Form 10-K for the year ended December 31, 2024 (the “2024 Annual Report”), our Quarterly Reports on Form 10-Q, and our other filings with the U.S. Securities and Exchange Commission. Forward-looking statements are based on our management’s beliefs and assumptions and information currently available to our management. These statements, like all statements in this report, speak only as of their date. We anticipate that subsequent events and developments will cause our expectations and assumptions to change, and we undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, except as may be required by law. These forward-looking statements should not be relied upon as representing our views as of any date subsequent to the date of this report.

### Usage of Terms

Throughout this report, we use certain acronyms and terms that are defined in the Glossary of our 2024 Annual Report. References to “Zai Lab,” the “Company,” “we,” “us,” and “our” refer to Zai Lab Limited, a holding company, and its subsidiaries, on a consolidated basis; and references to “Zai Lab Limited” refer to Zai Lab Limited, a holding company. Zai Lab Limited is the entity in which investors hold their interest.

Our operating subsidiaries consist of Zai Lab (Hong Kong) Limited, domiciled in Hong Kong; Zai Auto Immune (Hong Kong) Limited, domiciled in Hong Kong; Zai Anti Infection (Hong Kong) Limited, domiciled in Hong Kong; Zai Lab (Shanghai) Co., Ltd., domiciled in mainland China; Zai Lab International Trading (Shanghai) Co., Ltd., domiciled in mainland China; Zai Lab (Suzhou) Co., Ltd., domiciled in mainland China; Zai Biopharmaceutical (Suzhou) Co., Ltd., domiciled in mainland China; Zai Lab Trading (Suzhou) Co., Ltd., domiciled in mainland China; Zai Lab (Taiwan) Limited, domiciled in Taiwan; Zai Lab (AUST) Pty. Ltd., domiciled in Australia; and Zai Lab (US) LLC, domiciled in the United States.

We own various trademarks, including various forms of the Zai Lab brand (in English and Chinese), as well as several domain names that incorporate such trademarks. Trademarks and trade names of other companies appearing in this report are the property of their respective holders. Solely for convenience, some of the trademarks and trade names in this report are referred to without the ® and ™ symbols, but such references should not be construed as any indicator that their respective owners will not assert, to the fullest extent under applicable law, their rights thereto. We do not intend our use or display of other companies’ trademarks and trade names to imply a relationship with, or endorsement or sponsorship of, any other company.

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## **PART I – FINANCIAL INFORMATION**

*The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the unaudited condensed consolidated financial statements and the accompanying notes included in this report and the audited consolidated financial information and the accompanying notes included in our 2024 Annual Report.*

**Item 1. Financial Statements.**

**Zai Lab Limited**

**Unaudited Condensed Consolidated Balance Sheets**

(in thousands of U.S. dollars (“\$”), except for number of shares and per share data)

	Notes	June 30, 2025	December 31, 2024
<b>Assets</b>			
<b>Current assets</b>			
Cash and cash equivalents	3	732,159	449,667
Restricted cash, current		100,111	100,000
Short-term investments		—	330,000
Accounts receivable (net of allowance for credit losses of \$26 and \$25 as of June 30, 2025 and December 31, 2024, respectively)		88,499	85,178
Notes receivable		10,843	4,233
Inventories, net	4	61,700	39,875
Prepayments and other current assets		40,750	41,527
<b>Total current assets</b>		<b>1,034,062</b>	<b>1,050,480</b>
Restricted cash, non-current		1,114	1,114
Property and equipment, net	5	50,160	47,961
Operating lease right-of-use assets		16,787	21,496
Land use rights, net		2,860	2,907
Intangible assets, net	6	56,519	56,027
Other non-current assets		2,599	5,768
<b>Total assets</b>		<b>1,164,101</b>	<b>1,185,753</b>
<b>Liabilities and shareholders' equity</b>			
<b>Current liabilities</b>			
Accounts payable		107,357	100,906
Current operating lease liabilities		5,584	8,048
Short-term debt	10	174,509	131,711
Other current liabilities	11	44,051	58,720
<b>Total current liabilities</b>		<b>331,501</b>	<b>299,385</b>
Deferred income		29,233	31,433
Non-current operating lease liabilities		11,307	13,712
Other non-current liabilities		325	325
<b>Total liabilities</b>		<b>372,366</b>	<b>344,855</b>
<b>Commitments and contingencies (Note 17)</b>			
<b>Shareholders' equity</b>			
Ordinary shares (par value of \$0.000006 per share; 5,000,000,000 shares authorized; 1,104,032,910 and 1,082,614,740 shares issued as of June 30, 2025 and December 31, 2024, respectively; 1,099,112,890 and 1,077,702,540 shares outstanding as of June 30, 2025 and December 31, 2024, respectively)		7	7
Additional paid-in capital		3,308,491	3,264,295
Accumulated deficit		(2,542,248)	(2,453,083)
Accumulated other comprehensive income		46,348	50,515
Treasury Stock (at cost, 4,920,020 and 4,912,200 shares as of June 30, 2025 and December 31, 2024, respectively)		(20,863)	(20,836)
<b>Total shareholders' equity</b>		<b>791,735</b>	<b>840,898</b>
<b>Total liabilities and shareholders' equity</b>		<b>1,164,101</b>	<b>1,185,753</b>

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

**Zai Lab Limited****Unaudited Condensed Consolidated Statements of Operations**

(in thousands of \$, except for number of shares and per share data)

	Notes	Three Months Ended June 30,		Six Months Ended June 30,	
		2025	2024	2025	2024
<b>Revenues</b>					
Product revenue, net	7	109,085	100,106	214,735	187,255
Collaboration revenue	7	892	398	1,729	398
Total revenues		109,977	100,504	216,464	187,653
<b>Expenses</b>					
Cost of product revenue		(43,003)	(35,148)	(81,455)	(68,767)
Cost of collaboration revenue		(217)	(85)	(412)	(85)
Research and development		(50,614)	(61,625)	(111,343)	(116,270)
Selling, general, and administrative		(71,038)	(79,710)	(134,460)	(148,904)
Loss from operations		(54,895)	(76,064)	(111,206)	(146,373)
Interest income		8,843	9,330	17,449	18,988
Interest expenses		(1,262)	(492)	(2,449)	(605)
Foreign currency gains (losses)		2,837	(4,108)	3,488	(6,176)
Other income (expense), net	15	3,750	(8,943)	3,553	418
Loss before income tax		(40,727)	(80,277)	(89,165)	(133,748)
Income tax expense	8	—	—	—	—
Net loss		(40,727)	(80,277)	(89,165)	(133,748)
Loss per share - basic and diluted	9	(0.04)	(0.08)	(0.08)	(0.14)
Weighted-average shares used in calculating net loss per ordinary share - basic and diluted		1,091,933,150	975,937,790	1,086,413,130	974,541,780

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

**Zai Lab Limited****Unaudited Condensed Consolidated Statements of Comprehensive Loss****(in thousands of \$)**

	<b>Three Months Ended June 30,</b>		<b>Six Months Ended June 30,</b>	
	<b>2025</b>	<b>2024</b>	<b>2025</b>	<b>2024</b>
Net loss	(40,727)	(80,277)	(89,165)	(133,748)
Other comprehensive (loss) income, net of tax of nil:				
Foreign currency translation adjustments	(2,955)	3,605	(4,167)	5,147
Comprehensive loss	(43,682)	(76,672)	(93,332)	(128,601)

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

**Zai Lab Limited**

**Unaudited Condensed Consolidated Statements of Shareholders' Equity**

(in thousands of \$, except for number of shares)

	Ordinary Shares		Additional paid in capital	Accumulated deficit	Accumulated other comprehensive income	Treasury Stock		Total
	Number of Shares	Amount				Shares	Amount	
Balance at December 31, 2024	1,082,614,740	7	3,264,295	(2,453,083)	50,515	(4,912,200)	(20,836)	840,898
Issuance of ordinary shares upon vesting of restricted shares	137,540	0	0	—	—	—	—	—
Exercise of share options	6,324,120	0	3,733	—	—	—	—	3,733
Issuance cost of the follow-on public offering	—	—	(28)	—	—	—	—	(28)
Share-based compensation	—	—	15,800	—	—	—	—	15,800
Net loss	—	—	—	(48,438)	—	—	—	(48,438)
Foreign currency translation	—	—	—	—	(1,212)	—	—	(1,212)
Balance at March 31, 2025	1,089,076,400	7	3,283,800	(2,501,521)	49,303	(4,912,200)	(20,836)	810,753
Issuance of ordinary shares upon vesting of restricted shares	9,698,120	0	0	—	—	—	—	—
Exercise of share options	5,258,390	0	7,718	—	—	—	—	7,718
Receipt of shares netted to satisfy tax withholding obligations related to share-based compensation	—	—	—	—	—	(7,820)	(27)	(27)
Share-based compensation	—	—	16,973	—	—	—	—	16,973
Net loss	—	—	—	(40,727)	—	—	—	(40,727)
Foreign currency translation	—	—	—	—	(2,955)	—	—	(2,955)
Balance at June 30, 2025	1,104,032,910	7	3,308,491	(2,542,248)	46,348	(4,920,020)	(20,863)	791,735

	Ordinary Shares		Additional paid in capital	Accumulated deficit	Accumulated other comprehensive income	Treasury Stock		Total
	Number of Shares	Amount				Shares	Amount	
Balance at December 31, 2023	977,151,270	6	2,975,302	(2,195,980)	37,626	(4,912,200)	(20,836)	796,118
Issuance of ordinary shares upon vesting of restricted shares	1,046,440	0	0	—	—	—	—	—
Share-based compensation	—	—	17,980	—	—	—	—	17,980
Net loss	—	—	—	(53,471)	—	—	—	(53,471)
Foreign currency translation	—	—	—	—	1,542	—	—	1,542
Balance at March 31, 2024	978,197,710	6	2,993,282	(2,249,451)	39,168	(4,912,200)	(20,836)	762,169
Issuance of ordinary shares upon vesting of restricted shares	8,087,630	0	0	—	—	—	—	—
Exercise of share options	25,000	0	44	—	—	—	—	44
Share-based compensation	—	—	18,638	—	—	—	—	18,638
Net loss	—	—	—	(80,277)	—	—	—	(80,277)
Foreign currency translation	—	—	—	—	3,605	—	—	3,605
Balance at June 30, 2024	986,310,340	6	3,011,964	(2,329,728)	42,773	(4,912,200)	(20,836)	704,179

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements. "0" in above table means less than 1,000 dollars.

**Zai Lab Limited**
**Unaudited Condensed Consolidated Statements of Cash Flows**

(in thousands of \$)

	Six Months Ended June 30,	
	2025	2024
<b>Cash flows from operating activities</b>		
Net loss	(89,165)	(133,748)
Adjustments to reconcile net loss to net cash used in operating activities:		
Allowance for credit losses	1	3
Inventory write-down	294	756
Depreciation and amortization expenses	7,193	5,953
Amortization of deferred income	(2,661)	(1,679)
Share-based compensation	32,773	36,618
Loss from fair value changes of equity investment with readily determinable fair value	1,912	5,147
Losses on disposal of property and equipment	211	450
Noncash lease expenses	5,377	4,141
Debt issuance costs	104	700
Foreign currency remeasurement impact	(3,488)	6,176
Changes in operating assets and liabilities:		
Accounts receivable	(2,945)	(10,842)
Notes receivable	(6,611)	(2,013)
Inventories	(22,096)	2,037
Prepayments and other current assets	854	2,612
Other non-current assets	51	(232)
Accounts payable	6,474	(6,117)
Other current liabilities	(15,948)	(35,607)
Operating lease liabilities	(5,418)	(5,086)
Deferred income	365	(1,548)
Net cash used in operating activities	(92,723)	(132,279)
<b>Cash flows from investing activities</b>		
Proceeds from maturity of short-term investment	330,000	16,300
Proceeds from the sale of equity investment	1,203	—
Purchases of property and equipment	(4,419)	(1,715)
Proceeds from the sale of property and equipment	48	29
Acquisition of intangible assets	(3,621)	(12,168)
Net cash provided by investing activities	323,211	2,446
<b>Cash flows from financing activities</b>		
Proceeds from short-term debt	124,349	70,526
Repayment of short-term bank borrowings	(82,818)	—
Payments of debt issuance costs	(104)	(700)
Proceeds from exercises of stock options	11,444	44
Payments of public offering costs	(854)	—
Employee taxes paid related to net share settlement of equity awards	(27)	—
Net cash provided by financing activities	51,990	69,870
Effect of foreign exchange rate changes on cash, cash equivalents and restricted cash	125	(137)
Net increase (decrease) in cash, cash equivalents and restricted cash	282,603	(60,100)
Cash, cash equivalents and restricted cash - beginning of period	550,781	791,264
Cash, cash equivalents and restricted cash - end of period	833,384	731,164
<b>Supplemental disclosure on non-cash investing and financing activities</b>		
Payables for purchase of property and equipment	2,498	2,391
Payables for acquisition of intangible assets	2,419	32,525
Payables for public offering costs	168	—
Right-of-use asset acquired under operating leases	—	2,389
Receivables for stock option exercise under equity incentive plans	77	—
<b>Supplemental disclosure of cash flow information</b>		
Cash paid for interest	2,301	496

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

## Zai Lab Limited

### Notes to the unaudited condensed consolidated financial statements

#### 1. Organization and Principal Activities

Zai Lab Limited was incorporated on March 28, 2013 in the Cayman Islands as an exempted company with limited liability under the Companies Act of the Cayman Islands (as amended). Zai Lab Limited and its subsidiaries (collectively referred to as the “Company”) are focused on discovering, developing, and commercializing products that address medical conditions with significant unmet needs in the areas of oncology, immunology, neuroscience, and infectious disease.

The Company’s principal operations and geographic markets are in Greater China. The Company has a substantial presence in Greater China and the United States.

#### 2. Basis of Presentation and Consolidation and Significant Accounting Policies

##### *(a) Basis of Presentation*

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”), and applicable rules and regulations of the U.S. Securities and Exchange Commission (the “SEC”), regarding interim financial reporting. Certain information and note disclosures normally included in the financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to such rules and regulations. As such, the information included in this report should be read in conjunction with the consolidated financial statements and accompanying notes included in the Annual Report on Form 10-K for the year ended December 31, 2024 (the “2024 Annual Report”). The December 31, 2024 condensed consolidated balance sheet data included in this report were derived from the audited financial statements in the 2024 Annual Report.

The accompanying unaudited condensed consolidated financial statements reflect all normal recurring adjustments that are necessary to present fairly the results for the interim periods presented. Interim results are not necessarily indicative of the results for the year ending December 31, 2025.

##### *(b) Principles of Consolidation*

The unaudited condensed consolidated financial statements include the accounts of Zai Lab Limited and its subsidiaries, which are wholly owned. All intercompany transactions and balances are eliminated upon consolidation.

##### *(c) Use of Estimates*

The preparation of the unaudited condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates, judgments, and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Areas where management uses subjective judgment include, but are not limited to, accrual of rebates, recognition of research and development expenses based on the Company’s estimates of the actual services performed by the CROs and CMOs, fair value of share-based compensation expenses, recoverability of deferred tax assets, and useful life of intangible assets for commercial products. These estimates, judgments, and assumptions can affect the reported amounts of assets and liabilities as of the date of the financial statements as well as the reported amounts of revenues and expenses during the periods presented. Actual results could differ from these estimates.

##### *(d) Fair Value Measurements*

Financial instruments of the Company primarily include cash and cash equivalents, current restricted cash, short-term investments, accounts receivable, notes receivable, prepayments and other current assets, non-current restricted cash, accounts payable, short-term debt, and other current liabilities. As of June 30, 2025 and December 31, 2024, the carrying values of cash and cash equivalents, current restricted cash, short-term investments, accounts receivable, prepayments and

other current assets, accounts payable, short-term debt, and other current liabilities approximated their fair value due to the short-term maturity of these instruments, and the carrying value of notes receivable and non-current restricted cash approximated their fair value based on the assessment of the ability to recover these amounts.

**(e) Recent Accounting Pronouncements**

**Recently Issued Accounting Pronouncements Not Yet Adopted**

In December 2023, the Financial Accounting Standards Board (“FASB”) issued ASU No. 2023-09, *Improvements to Income Tax Disclosures (Topic 740)*. This ASU requires disaggregated information about a reporting entity’s effective tax rate reconciliation as well as additional information on income taxes paid. This ASU is effective on a prospective basis for annual periods beginning after December 15, 2024. Early adoption is permitted. This ASU will result in additional disclosure in the consolidated financial statements, once adopted. The Company is currently evaluating the impact of this ASU and expects to adopt it for the year ending December 31, 2025.

In November 2024, the FASB issued ASU No. 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*. This ASU requires disclosure in the notes to financial statements of specified information about certain costs and expenses. This ASU will be effective for annual reporting periods beginning after December 15, 2026 and interim reporting periods beginning after December 15, 2027. Early adoption is permitted. The Company is currently evaluating the impact of this ASU and expects to adopt it for the year ending December 31, 2027.

For additional information on the Company’s significant accounting policies, refer to the notes to the consolidated financial statements in the 2024 Annual Report.

**3. Cash and Cash Equivalents**

The following table presents the Company’s cash and cash equivalents (\$ in thousands):

	<b>June 30, 2025</b>	<b>December 31, 2024</b>
Cash	730,971	448,508
Cash equivalents (i)	1,188	1,159
	<u>732,159</u>	<u>449,667</u>
Denominated in:		
US\$	718,384	429,887
Renminbi (“RMB”) (ii)	12,167	18,979
Hong Kong dollar (“HK\$”)	606	114
Australian dollar (“A\$”)	536	522
Taiwan dollar (“TW\$”)	466	165
	<u>732,159</u>	<u>449,667</u>

(i) Cash equivalents represent short-term and highly liquid investments in a money market fund.

(ii) Certain cash and bank balances denominated in RMB were deposited with banks in mainland China. The conversion of these RMB-denominated balances into foreign currencies is subject to the rules and regulations of foreign exchange control promulgated by the Chinese government.

**4. Inventories, Net**

The following table presents the Company's inventories, net (\$ in thousands):

	June 30, 2025	December 31, 2024
Finished goods	36,534	24,063
Raw materials	21,232	13,268
Work in progress	3,934	2,544
Inventories, net	<u>61,700</u>	<u>39,875</u>

The Company writes down inventory for any excess or obsolete inventory or when the Company believes that the net realizable value of inventory is less than the carrying value. The Company recorded write-downs in inventory, which were included in cost of product revenue, of \$0.3 million in both the three and six months ended June 30, 2025 and \$0.7 million and \$0.8 million in the three and six months ended June 30, 2024, respectively.

**5. Property and Equipment, Net**

The following table presents the components of the Company's property and equipment, net (\$ in thousands):

	June 30, 2025	December 31, 2024
Office equipment	1,237	1,230
Electronic equipment	9,279	9,211
Vehicle	196	196
Laboratory equipment	20,444	20,516
Manufacturing equipment	17,573	17,493
Leasehold improvements	14,560	11,306
Building	24,150	—
Construction in progress	1,242	25,129
	<u>88,681</u>	<u>85,081</u>
Less: accumulated depreciation	(38,521)	(37,120)
Property and equipment, net	<u>50,160</u>	<u>47,961</u>

Depreciation expense was \$2.3 million and \$4.3 million in the three and six months ended June 30, 2025, respectively, and \$2.2 million and \$4.4 million in the three and six months ended June 30, 2024, respectively.

**6. Intangible Assets, Net**

The following table presents the components of the Company's intangible assets, net (\$ in thousands):

	June 30, 2025			December 31, 2024		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Finite-lived intangible assets						
Commercial products	60,544	(5,279)	55,265	57,104	(2,637)	54,467
Software	4,377	(3,123)	1,254	4,360	(2,800)	1,560
<b>Total</b>	<u>64,921</u>	<u>(8,402)</u>	<u>56,519</u>	<u>61,464</u>	<u>(5,437)</u>	<u>56,027</u>

Intangible assets for commercial products include capitalized post-approval milestone fees and acquired commercial manufacturing know-how and related development costs. The Company is amortizing intangible assets for commercial

products as cost of product revenue over the estimated remaining useful life of the related products. Intangible assets for externally purchased software are amortized over three to five years on a straight-line basis.

Amortization expense was \$1.5 million and \$2.9 million in the three and six months ended June 30, 2025, respectively, and \$0.8 million and \$1.5 million in the three and six months ended June 30, 2024, respectively. The weighted-average remaining amortization period for intangible assets for commercial products and software was 9.2 years and 2.8 years, respectively.

## 7. Revenues

### *Product Revenue, Net*

The Company's product revenue is derived from the sales of its commercial products in Greater China. The table below presents the Company's gross and net product revenue (\$ in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Product revenue - gross	116,530	106,611	228,863	199,723
Less: Rebates and sales returns	(7,445)	(6,505)	(14,128)	(12,468)
Product revenue - net	109,085	100,106	214,735	187,255

Sales rebates are offered to distributors in mainland China, and the amounts are recorded as a reduction of product revenue. Estimated rebates are determined based on contracted rates, sales volumes, and level of distributor inventories.

The following table presents the Company's net revenue by commercial program (\$ in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
ZEJULA	41,042	44,999	90,571	90,500
VYVGART / VYVGART Hytrulo	26,497	23,190	44,602	36,352
NUZYRA	14,292	12,295	29,410	22,208
OPTUNE	12,355	12,584	23,718	25,064
QINLOCK	8,536	7,038	17,045	13,131
XACDURO	4,622	—	5,739	—
AUGTYRO	1,399	—	3,025	—
Other (i)	342	—	625	—
Product revenue - net	109,085	100,106	214,735	187,255

(i) Other includes product candidates sold in patient programs prior to commercialization.

### *Collaboration Revenue*

Collaboration revenue was \$0.9 million and \$1.7 million in the three and six months ended June 30, 2025, respectively, and \$0.4 million in both the three and six months ended June 30, 2024 and related to promotional activities in mainland China.

**8. Income Tax**

No provision for income taxes has been accrued because the Company is in a cumulative loss position for the periods presented.

The Company recorded a full valuation allowance against deferred tax assets of all its consolidated entities because all entities were in a cumulative loss position as of June 30, 2025 and December 31, 2024. No unrecognized tax benefits and related interest and penalties were recorded in the periods presented.

**9. Loss Per Share**

The following table presents the computation of the basic and diluted net loss per share (\$ in thousands, except share and per share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Numerator:				
Net loss	(40,727)	(80,277)	(89,165)	(133,748)
Denominator:				
Weighted-average number of ordinary shares - basic and diluted	1,091,933,150	975,937,790	1,086,413,130	974,541,780
Net loss per share - basic and diluted	(0.04)	(0.08)	(0.08)	(0.14)

As a result of the Company's net loss in the three and six months ended June 30, 2025 and 2024, share options and non-vested restricted shares outstanding in the respective periods were excluded from the calculation of diluted loss per share as their inclusion would have been anti-dilutive.

	June 30,	
	2025	2024
Share options	92,521,370	121,522,950
Non-vested restricted shares	26,743,120	35,535,640

**10. Borrowings**

The Company has debt arrangements with the Bank of China, SPD Bank, CMB, BOCOM, and Ningbo Bank to support its working capital needs in mainland China. The following table presents the Company's short-term debt as of June 30, 2025 (\$ in thousands):

	Weighted-average	June 30, 2025
	interest rate per annum	
Bank of China Working Capital Loans	2.42 %	48,891
SPD Bank Working Capital Loans	2.80 %	41,908
China Merchant Bank Working Capital Loans	2.87 %	34,895
Bank of Communications Working Capital Loans	2.75 %	41,908
Ningbo Bank Discounted Bills	1.90 %	6,907
Total short-term debt	2.66 %	174,509

***Bank of China Working Capital Loan Facility***

In February 2024, the Company entered into an uncommitted facility letter with the Bank of China (Hong Kong) Limited ("BOC HK") pursuant to which BOC HK will provide standby letters of credit in favor of the Bank of China

Pudong Development Zone Branch (“BOC Pudong Branch”) for loans of up to \$100.0 million for a term of one year, which are or may become payable by the Company’s wholly-owned subsidiary, Zai Lab (Shanghai) Co., Ltd. (“Zai Lab Shanghai”). BOC HK and BOC Pudong Branch are collectively referred to as Bank of China. In accordance with this agreement, the Company also maintained restricted deposits of \$100.0 million, which are presented as restricted cash-current on the unaudited condensed consolidated balance sheet, to secure the standby letters of credit. Each working capital loan has a one-year term and is subject to a floating interest rate, which is subject to adjustment every six months.

***SPD Bank Working Capital Loan Facility***

In February 2024, the Company entered into a maximum-amount guarantee contract with the Shanghai Pudong Development Bank Co., Ltd. Zhangjiang Hi-Tech Park Sub-Branch (“SPD Bank”) pursuant to which the Company will guarantee working capital loans of up to RMB300.0 million (approximately \$42.0 million) from SPD Bank to Zai Lab Shanghai over a three-year period. Each working capital loan has a one-year term and is subject to a fixed interest rate.

***China Merchants Bank Working Capital Loan Facility***

In July 2024, the Company issued a maximum-amount irrevocable letter of guarantee to China Merchants Bank Co., Ltd., Shanghai Branch (“CMB”) pursuant to which the Company will guarantee working capital loans of up to RMB250.0 million (approximately \$34.4 million) from CMB to Zai Lab Shanghai, and Zai Lab Shanghai entered into a Credit Agreement with CMB with respect to the RMB250.0 million facility. The credit facility will be available for one year. Each working capital loan has a one-year term and is subject to a floating interest rate, which is subject to adjustment every three months.

***Bank of Communications Working Capital Loan Facility***

In January 2025, the Company entered into a guarantee contract with Bank of Communications Co., Ltd. Shanghai Zhangjiang Sub-Branch (“BOCOM”) pursuant to which the Company will guarantee working capital loans from BOCOM to Zai Lab Shanghai, and Zai Lab Shanghai entered into a working capital loan contract with BOCOM with respect to a revolving credit facility of up to RMB300.0 million (approximately \$41.1 million). The working capital loan has a one-year term and is subject to a floating interest rate, which is subject to adjustment every three months.

***Ningbo Bank Working Capital Loan Facility***

In February 2024, the Company’s wholly-owned subsidiary, Zai Lab (Suzhou) Co., Ltd. (“Zai Lab Suzhou”), entered into a maximum credit contract with Bank of Ningbo Co., Ltd. Suzhou Sub-branch (“Ningbo Bank”) as well as an Electronic Commercial Draft Discounting Master Agreement and Online Working Capital Loan Master Agreement (collectively, the “Ningbo Bank Agreements”). The Ningbo Bank Agreements permit Zai Lab Suzhou to utilize, including through discounting or working capital loan agreements and subject to the terms and conditions in related master agreements, up to RMB230.3 million (approximately \$32.4 million), of which Zai Lab Suzhou is authorized to utilize up to RMB160.0 million (approximately \$22.5 million). The cash proceeds from the discounting arrangement were classified as short-term debt. The discounted bill has a 6-month term.

**11. Other Current Liabilities**

The following table presents the Company's other current liabilities (\$ in thousands):

	June 30, 2025	December 31, 2024
Accrued payroll	18,004	30,198
Accrued professional service fee	3,532	5,728
Payables for purchase of property and equipment	2,498	449
Accrued rebate to distributors	10,453	10,839
Tax payables	4,762	5,154
Other (i)	4,802	6,352
<b>Total</b>	<b>44,051</b>	<b>58,720</b>

(i) Other primarily includes accrued travel, business-related expenses, and advance payments from partners.

**12. Related Party Transactions**

In January 2025, the Company entered into a license agreement with Zenas BioPharma (HK) Limited ("Zenas"), pursuant to which the Company obtained a license under certain patents and know-how of Zenas to develop and commercialize products containing a differentiated humanized monoclonal antibody targeting IGF-1R as an active ingredient in Greater China. One of the members of the Company's Board of Directors, Mr. Moulder, is also the Chairman of the Board of Directors and Chief Executive Officer of Zenas. The Company recorded a \$10.0 million upfront fee into research and development expenses in the first quarter of 2025. As of June 30, 2025, the Company may be required to pay an additional aggregate amount of up to \$117.0 million in development and sales-based milestones as well as certain royalties at tiered percentage rates ranging from high-single digits to mid-teens on annual net sales of the licensed products in the licensed territories.

**13. Share-Based Compensation**

During the six months ended June 30, 2025, the Company granted share options to purchase up to 7,134,210 ordinary shares and restricted shares representing 7,361,810 ordinary shares under its equity incentive plans. The share options granted have a contractual term of ten years. Share options granted since April 2023 generally vest ratably over a four-year period, and share options granted prior to April 2023 generally vest ratably over a five-year period, with 25% or 20% of the awards vesting on each anniversary of the grant date, respectively, subject to continued employment/service with the Company on the vesting date. The restricted shares granted generally vest ratably over a specified period on the anniversary of the grant date, subject to continued employment/service with the Company on the vesting date. For a description of the Company's equity incentive plans and more details on the terms of the share-based awards, see *Note 15* in the 2024 Annual Report.

The following table presents the share-based compensation expense that has been reported in the Company's unaudited condensed consolidated statements of operations and comprehensive loss as follows (\$ in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Selling, general and administrative	11,244	10,421	21,470	21,456
Research and development	5,729	8,217	11,303	15,162
<b>Total</b>	<b>16,973</b>	<b>18,638</b>	<b>32,773</b>	<b>36,618</b>

As of June 30, 2025, there was unrecognized share-based compensation expense related to unvested share options and unvested restricted shares of \$64.7 million and \$75.4 million, respectively, which the Company expects to recognize over a weighted-average period of 2.52 years and 2.46 years, respectively.

#### 14. License and Collaboration Agreements

The Company has entered into various license and collaboration agreements with third parties to develop and commercialize product candidates.

##### Significant License and Collaboration Arrangements

For a description of the material terms of the Company's significant license and collaboration agreements, see *Note 16* of the 2024 Annual Report. In the six months ended June 30, 2025, the Company did not enter into any new significant license or collaboration agreements or incur any milestone fees under our existing significant license and collaboration agreements.

##### Other License and Collaboration Arrangements That Are Not Individually Significant

The Company recorded upfront fees of \$20.0 million into research and development expenses in the six months ended June 30, 2025 for license and collaboration agreements that are not individually significant.

#### 15. Other Income (Expense), Net

The following table presents the Company's other income, net (\$ in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Government grants	3,850	534	3,866	3,325
Loss on equity investments with readily determinable fair value	—	(10,035)	(1,912)	(5,147)
Other miscellaneous (loss) gain	(100)	558	1,599	2,240
Total	3,750	(8,943)	3,553	418

#### 16. Restricted Net Assets

Chinese laws and regulations restrict the Company's ability to receive distributions of funds from its Chinese subsidiaries. For example, relevant Chinese laws and regulations permit payments of dividends by the Company's Chinese subsidiaries only out of its retained earnings, if any, as determined in accordance with Chinese accounting standards and regulations.

In accordance with the Company Law of the People's Republic of China, each Chinese subsidiary of the Company is required to provide statutory reserves of at least 10% of its annual after-tax profit until such reserve has reached 50% of its respective registered capital based on the enterprise's Chinese statutory accounts. The reserves can only be used for specific purposes and are not distributable as cash dividends. Foreign exchange and other regulations in mainland China may further restrict the Company's Chinese subsidiaries from transferring out funds in the form of dividends, loans, and advances.

No appropriation to statutory reserves was made in the three and six months ended June 30, 2025 and 2024 because the Chinese subsidiaries had substantial losses during such periods. The Company did not receive any distributions from its Chinese subsidiaries; such distributions were not permitted under Chinese laws and regulations due to the reserve

requirements discussed above. As of June 30, 2025 and December 31, 2024, amounts restricted included the paid-in capital of the Company's subsidiaries in mainland China and were \$506.0 million.

## 17. Commitments and Contingencies

### (a) Purchase Commitments

As of June 30, 2025, the Company's commitments were \$1.1 million and related to commercial manufacturing development activities and capital expenditures that are contracted but not yet reflected in the unaudited condensed consolidated financial statements. These commitments were expected to be incurred within one year.

### (b) Legal Proceedings

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

### (c) Indemnifications

In the normal course of business, the Company enters into agreements that indemnify others for certain liabilities that may arise in connection with a transaction or certain events and activities. To date, the Company has not paid any claims or been required to defend any action related to its indemnification obligations.

## 18. Segment Information

The Company operates as a single operating segment that is engaged in discovering, developing, and commercializing products that address medical conditions with significant unmet needs in the areas of oncology, immunology, neuroscience, and infectious disease. A global research and development organization and a supply chain organization discover, develop, manufacture, and supply our products. A global commercial organization markets, distributes, and sells the products. The business is also supported by global corporate staff functions. The Company's Chief Operating Decision Maker (the "CODM") is the Chief Executive Officer, who assesses performance and allocates resources based on the significant expenses and net income on a consolidated basis. The significant expenses that are regularly provided to the CODM include those amounts that are also reported on the consolidated statement of operations as well as below additional disaggregated measures. The CODM also reviews cash position (which are cash and cash equivalents, current restricted cash, and short-term investments) that are also reported on the consolidated balance sheets when making operating decisions. In accordance with ASC 280, the Company has only one reportable segment.

The following tables present disaggregated expenses that are regularly provided to the CODM:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Personnel compensation and related costs	22,447	31,209	46,527	59,217
Licensing fees	—	—	19,997	—
CROs/CMOs/Investigators expenses	19,935	24,305	29,765	44,209
Other costs	8,232	6,111	15,054	12,844
Total research and development expenses	50,614	61,625	111,343	116,270

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Clinical programs	16,967	21,348	45,059	40,136
Pre-Clinical programs	5,069	3,139	8,383	5,188
Unallocated research and development expenses	28,578	37,138	57,901	70,946
Total research and development expenses	50,614	61,625	111,343	116,270

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Personnel compensation and related costs	42,679	48,279	83,322	94,173
Other costs	28,359	31,431	51,138	54,731
Total selling, general, and administrative expenses	71,038	79,710	134,460	148,904

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Selling and marketing expenses	46,764	53,275	88,703	96,869
General and administrative expenses	24,274	26,435	45,757	52,035
Total selling, general, and administrative expenses	71,038	79,710	134,460	148,904

## 19. Subsequent Events

On August 6, 2025, the Company entered into a new revolving credit facility with CMB, which replaced its previous RMB250.0 million (approximately \$34.4 million) credit facility that expired in July 2025. The Company issued a new maximum-amount irrevocable letter of guarantee to CMB pursuant to which the Company will guarantee working capital loans of up to RMB500.0 million (approximately \$69.6 million) from CMB to Zai Lab Shanghai, and Zai Lab Shanghai entered into a Credit Agreement with CMB with respect to the RMB500.0 million facility. The new guarantee and credit facility include the outstanding working capital loans with CMB. The credit facility will be available for two years, and key terms of the specific working capital loans, including the amount, term, and interest rate, will be included in the specific transaction documents.

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

You should read the following discussion and analysis of our financial condition and results of operations together with our 2024 Annual Report and our unaudited condensed consolidated financial statements and the accompanying notes for the three and six months ended June 30, 2025 included in *Item 1. Financial Statements*.

### Overview

We are a patient-focused, innovative, commercial-stage, global biopharmaceutical company with a substantial presence in both Greater China and the United States. We are focused on discovering, developing, and commercializing products that address medical conditions with significant unmet needs in the areas of oncology, immunology, neuroscience, and infectious disease. We intend to leverage our competencies and resources to positively impact human health in Greater China and worldwide. We currently have seven commercial programs – ZEJULA, VYVGART / VYVGART Hytrulo, NUZYRA, OPTUNE, QINLOCK, XACDURO, and AUGTYRO – with products that have received marketing approval and that we have commercially launched in one or more territories in Greater China. We also have multiple programs in late-stage product development and a number of ongoing pivotal trials across our portfolio.

Since our inception, we have incurred net losses and negative cash flows from our operations. Substantially all of our losses have resulted from funding our research and development programs and selling, general, and administrative costs associated with our operations. Developing high quality product candidates requires significant investment in our research and development activities over a prolonged period of time, and a core part of our strategy is to continue making sustained investments in this area. Our ability to generate profits and positive cash flow from operations depends upon our ability to successfully market our commercial products and to successfully expand the indications for these products and develop and commercialize our other product candidates. As discussed further below, we expect to continue to incur substantial costs related to our research and development and commercialization activities.

As we pursue our corporate strategic goals, we anticipate that our financial results will fluctuate from quarter to quarter and year to year depending in part on the balance between the success of our commercial products and the level of our research and development expenses. We cannot predict whether or when our product candidates will receive regulatory approval. Further, if we receive such regulatory approval, we cannot predict whether or when we may be able to successfully commercialize such products or whether or when such products may become profitable.

### Recent Developments

#### Commercial Products

Net product revenue was \$109.1 million for the second quarter of 2025, an increase of 9% compared to the prior year period, primarily due to higher sales of VYVGART, driven by an extension of duration of therapy and increasing market penetration, XACDURO, which was launched since the fourth quarter of 2024, and NUZYRA, supported by increasing market coverage and penetration. These higher sales were partially offset by softer sales of ZEJULA, due to evolving competitive dynamics within the PARPi class.

#### Product Candidates

We continued to advance our product candidates through our research and development activities, including the following developments with respect to our clinical trials and regulatory approvals:

##### Oncology

- **ZL-1310 (DLL3 ADC):** In May 2025, the FDA granted Fast Track designation to ZL-1310 for the treatment of ES-SCLC, and in June 2025, we presented positive data from the ongoing global Phase Ia/Ib clinical trial evaluating ZL-1310 for the treatment of patients with ES-SCLC at the 2025 American Society of Clinical Oncology (“ASCO”) Annual Meeting. The data demonstrated clinically meaningful anti-tumor activity in the heavily pretreated population of patients with SCLC across dose escalation and expansion cohorts. In 2L SCLC, the objective response rate was 67% across all dose levels (n=33) and 79% at 1.6 mg/kg dose (n=14).

The data also demonstrated a well-tolerated safety profile at target doses of less than 2.0 mg/kg, with Grade  $\geq 3$  treatment-related adverse events of 6%, no Grade  $\geq 2$  interstitial lung disease, and no drug discontinuations. We plan to initiate a pivotal trial in 2L SCLC later this year. In addition, in April 2025, we initiated a global Phase I/II study in patients with selected solid neuroendocrine tumors, allowing us to evaluate its therapeutic potential beyond SCLC.

- **Bemarituzumab:** In June 2025, we announced positive topline results for the Phase III FORTITUDE-101 clinical trial evaluating bemarituzumab in FGFR2b positive 1L gastric cancer. Bemarituzumab plus chemotherapy (mFOLFOX6) met its primary endpoint of overall survival at a pre-specified interim analysis, demonstrating a statistically significant and clinically meaningful improvement in OS as compared to placebo plus chemotherapy in people living with unresectable locally advanced or metastatic gastric or GEJ cancer with FGFR2b overexpression and who are non-HER2 positive. The most common treatment-emergent adverse events ( $>25\%$ ) in patients treated with bemarituzumab plus chemotherapy were reduced visual acuity, punctate keratitis, anemia, neutropenia, nausea, corneal epithelium defect and dry eye. While ocular events were consistent with the Phase 2 experience and observed in both arms, they occurred with greater frequency and severity in the Phase 3 bemarituzumab arm. We plan to file for regulatory approval in China in the second half of 2025.
- **Tumor Treating Fields (TTFields):** In May 2025, our partner NovoCure presented results from the Phase III PANOVA-3 trial of TTFields therapy for pancreatic cancer at the 2025 ASCO Annual Meeting and simultaneously published in the Journal of Clinical Oncology. The Phase III PANOVA-3 trial evaluated the use of TTFields therapy concomitantly with gemcitabine and nab-paclitaxel as a first-line treatment for unresectable, locally advanced pancreatic adenocarcinoma compared to gemcitabine and nab-paclitaxel alone. The trial met its primary endpoint, demonstrating a statistically significant improvement in median overall survival for patients treated with TTFields. TTFields therapy concomitant with gemcitabine and nab-paclitaxel demonstrated improvement in several secondary endpoints including the one-year survival rate, improved quality of life, and extended pain-free survival. We plan to file for regulatory approval in China in the second half of 2025.
- **Repotrectinib:** In April 2025, China's NMPA accepted the supplemental NDA for repotrectinib for the treatment of adult patients with NTRK+ solid tumors. The application is intended for patients whose disease is locally advanced or metastatic, or where surgical resection is likely to result in severe morbidity, and who have either progressed following prior therapies or have no satisfactory alternative treatment options.
- **ZL-6201 (LRRC15 ADC):** In April 2025, we presented new data at the American Association for Cancer Research ("AACR") Annual Meeting 2025 reflecting that ZL-6201 efficiently internalizes within and kills tumor cells, while also exhibiting a strong bystander killing effect in the tumor microenvironment. Based on these findings, we plan to initiate IND-enabling studies of ZL-6201 as a potential treatment for patients with sarcoma and other LRRC15-positive solid tumors, such as breast cancer and other malignancies, in 2025.
- **ZL-1222 (PD-1 / IL-12):** In April 2025, we presented data at the AACR Annual Meeting 2025, marking the first public disclosure of this global asset. Findings from the pre-clinical studies demonstrate its potent antitumor activity in both anti-PD-1 sensitive and resistant tumor models, with improved systemic safety. These results indicate its potential to benefit patients who are unresponsive or resistant to the current immune-oncology therapies.

#### Immunology, Neuroscience, and Infectious Disease

- **Efgartigimod (FcRn):** In April 2025, our partner argenx announced that the FDA had approved VYVGART Hytrulo prefilled syringe ("PFS") for self-injection in gMG and CIDP. PFS is the third approved administration option for efgartigimod, providing additional flexibility and convenience for patients. In July 2025, the China Guidelines for the Diagnosis and Treatment of Myasthenia Gravis (MG) (2025) was published, emphasizing the importance of Minimal Symptom Expression ("MSE") as the primary treatment

goal in MG. The guidelines have highlighted VYVGART's ability to achieve MSE rapidly and provide durable benefit. VYVGART is now recommended for early use in mild-to-moderate and highly active patients and for sustained long-term treatment to maximize potential benefit.

- **ZL-1503 (IL-13 / IL-31R):** In June 2025, we announced new preclinical data highlighting the potential of ZL-1503 as a promising treatment for moderate-to-severe atopic dermatitis and other IL-13 and IL-31-driven diseases. The favorable preclinical safety profile, prolonged half-life and durable suppression of both the inflammatory and pruritogenic (itch-causing) pathways in atopic dermatitis support the continued advancement of ZL-1503 toward clinical development.

## **Factors Affecting Our Results of Operations**

### ***Our Commercial Products***

We generate product revenue through the sale of our commercial products in Greater China, net of any related sales returns and rebates to distributors. Our cost of product revenue mainly consists of the costs of manufacturing ZEJULA and NUZYRA; costs of purchasing VYVGART / VYVGART Hytrulo, OPTUNE, QINLOCK, XACDURO, and AUGTYRO from our collaboration partners; any royalty fees incurred as a result of sales of our commercial products under our license and collaboration agreements; and amortization of capitalized post-approval milestone fees incurred under our license and collaboration agreements. We expect our product revenue to increase in coming years as we continue to focus on increasing patient access to our existing commercial products, such as through NRDL listing or increased supplemental insurance coverage in the private-pay market, and as we launch additional commercial products, if and when we obtain required regulatory approvals. We expect our cost of product revenue to increase as the volume of products sold increases.

### ***Research and Development Expenses***

We believe our ability to successfully develop product candidates will be the primary factor affecting our long-term competitiveness, as well as our future growth and development. Developing high quality product candidates requires a significant investment of resources over a prolonged period of time. We are committed to advancing and expanding our pipeline of potential best-in-class and first-in-class products, such as through clinical and pre-clinical trials and business development activities. As a result, we expect to continue making significant investments in research and development, including internal discovery activities.

Elements of research and development expenditures primarily include:

- payroll and other related costs of personnel engaged in research and development activities;
- fees for exclusive development rights of products granted to the Company;
- costs related to pre-clinical testing of the Company's technologies and clinical trials, such as payments to CROs and CMOs, investigators, and clinical trial sites that conduct our clinical studies; and
- costs to produce the product candidates, including raw materials and supplies, product testing, depreciation, and facility-related expenses.

### ***Selling, General, and Administrative Expenses***

Our selling, general, and administrative expenses consist primarily of personnel compensation and related costs, including share-based compensation for commercial and administrative personnel. Other selling, general, and administrative expenses include product distribution and promotion costs, and professional service fees for legal, intellectual property, auditing, and tax services as well as other direct and allocated expenses for rent and maintenance of facilities, insurance, and other supplies used in selling, general, and administrative activities. We expect these costs to continue to be significant to support sales of our commercial products and preparation to launch and subsequent sales of additional product candidates if and when approved.

### ***Our Ability to Commercialize Our Product Candidates***

We have multiple product candidates in late-stage clinical development and various others in clinical and pre-clinical development in Greater China and globally. Our ability to generate revenue from our product candidates is dependent on our receipt of regulatory approvals for and successful commercialization of such product candidates, which may not occur. Certain of our product candidates may require additional pre-clinical and/or clinical development, regulatory approvals in multiple jurisdictions, manufacturing supply, and significant marketing efforts before we generate any revenue from product sales.

### ***License and Collaboration Arrangements***

Our results of operations have been, and will continue to be, affected by our license and collaboration agreements. In accordance with these agreements, we may be required to make upfront payments and milestone payments upon the achievement of certain development, regulatory, and sales-based milestones for the relevant products as well as certain royalties at tiered percentage rates based on annual net sales of the licensed products in the licensed territories. As of June 30, 2025, we may in the future be required to pay development and regulatory milestone payments of up to an additional aggregate amount of \$211.0 million for our current clinical programs and \$366.0 million for other programs. Such development and regulatory milestone payments are contingent on the progress of our product candidates prior to commercialization, and we see these payments as favorable because they indicate that product candidates are advancing. As of June 30, 2025, we also in the future may be required to pay sales-based milestone payments of up to an additional aggregate amount of \$1,753.0 million as well as certain royalties at tiered percentage rates on annual net sales. Such sales-based milestone and royalty payments are contingent on the performance of our commercial products, and we see these payments as favorable because they signify that a product is achieving higher sales levels.

## Results of Operations

In this section, we discuss our results of operations for the three and six months ended June 30, 2025 compared to the same periods in 2024.

The following table presents our results of operations (\$ in thousands):

	Three Months Ended June 30,		Change		Six Months Ended June 30,		Change	
	2025	2024	\$	%	2025	2024	\$	%
<b>Revenues</b>								
Product revenue, net	109,085	100,106	8,979	9 %	214,735	187,255	27,480	15 %
Collaboration revenue	892	398	494	124 %	1,729	398	1,331	334 %
<b>Total revenues</b>	<b>109,977</b>	<b>100,504</b>	<b>9,473</b>	<b>9 %</b>	<b>216,464</b>	<b>187,653</b>	<b>28,811</b>	<b>15 %</b>
<b>Expenses</b>								
Cost of product revenue	(43,003)	(35,148)	(7,855)	22 %	(81,455)	(68,767)	(12,688)	18 %
Cost of collaboration revenue	(217)	(85)	(132)	155 %	(412)	(85)	(327)	385 %
Research and development	(50,614)	(61,625)	11,011	(18)%	(111,343)	(116,270)	4,927	(4)%
Selling, general, and administrative	(71,038)	(79,710)	8,672	(11)%	(134,460)	(148,904)	14,444	(10)%
Loss from operations	(54,895)	(76,064)	21,169	(28)%	(111,206)	(146,373)	35,167	(24)%
Interest income	8,843	9,330	(487)	(5)%	17,449	18,988	(1,539)	(8)%
Interest expenses	(1,262)	(492)	(770)	157 %	(2,449)	(605)	(1,844)	305 %
Foreign currency gains (losses)	2,837	(4,108)	6,945	(169)%	3,488	(6,176)	9,664	(156)%
Other income (expense), net	3,750	(8,943)	12,693	(142)%	3,553	418	3,135	750 %
Loss before income tax	(40,727)	(80,277)	39,550	(49)%	(89,165)	(133,748)	44,583	(33)%
Income tax expense	—	—	—	— %	—	—	—	— %
<b>Net loss</b>	<b>(40,727)</b>	<b>(80,277)</b>	<b>39,550</b>	<b>(49)%</b>	<b>(89,165)</b>	<b>(133,748)</b>	<b>44,583</b>	<b>(33)%</b>

## Revenues

### Product Revenue, Net

The following table presents net revenue by commercial program (\$ in thousands):

	Three Months Ended June 30,		Change		Six Months Ended June 30,		Change	
	2025	2024	\$	%	2025	2024	\$	%
ZEJULA	41,042	44,999	(3,957)	(9)%	90,571	90,500	71	— %
VYVGART / VYVGART Hytrulo	26,497	23,190	3,307	14 %	44,602	36,352	8,250	23 %
NUZYRA	14,292	12,295	1,997	16 %	29,410	22,208	7,202	32 %
OPTUNE	12,355	12,584	(229)	(2)%	23,718	25,064	(1,346)	(5)%
QINLOCK	8,536	7,038	1,498	21 %	17,045	13,131	3,914	30 %
XACDURO	4,622	—	4,622	NM	5,739	—	5,739	NM
AUGTYRO	1,399	—	1,399	NM	3,025	—	3,025	NM
Other (i)	342	—	342	NM	625	—	625	NM
<b>Total product revenue, net</b>	<b>109,085</b>	<b>100,106</b>	<b>8,979</b>	<b>9 %</b>	<b>214,735</b>	<b>187,255</b>	<b>27,480</b>	<b>15 %</b>

*NM - Not Meaningful*

(i) Other includes product candidates sold in patient programs prior to commercialization.

Our product revenue is primarily derived from the sales of our commercial products primarily in mainland China, net of sales returns and rebates to distributors with respect to the sales of these products.

Our net product revenue increased by \$9.0 million and \$27.5 million in the three and six months ended June 30, 2025, respectively, primarily due to higher sales of VYVGART, driven by an extension of duration of therapy and increasing market penetration, XACDURO, which was launched since the fourth quarter of 2024, and NUZYRA, supported by increasing market coverage and penetration. These higher sales were partially offset by softer sales of ZEJULA, due to evolving competitive dynamics within the PARPi class.

#### **Cost of Product Revenue**

Cost of product revenue increased by \$7.9 million and \$12.7 million in the three and six months ended June 30, 2025, respectively, primarily due to increasing sales volumes.

#### **Collaboration Revenue and Cost of Collaboration Revenue**

In the three and six months ended June 30, 2025, collaboration revenue increased by \$0.5 million and \$1.3 million, respectively, and cost of collaboration revenue increased by \$0.1 million and \$0.3 million, respectively, which are related to promotional activities in mainland China.

#### **Research and Development Expenses**

The following table presents the components of our research and development expenses (\$ in thousands):

	Three Months Ended June		Change		Six Months Ended June		Change	
	30,				30,			
	2025	2024	\$	%	2025	2024	\$	%
Personnel compensation and related costs	22,447	31,209	(8,762)	(28)%	46,527	59,217	(12,690)	(21)%
Licensing fees	—	—	—	NM	19,997	—	19,997	NM
CROs/CMOs/Investigators expenses	19,935	24,305	(4,370)	(18)%	29,765	44,209	(14,444)	(33)%
Other costs	8,232	6,111	2,121	35 %	15,054	12,844	2,210	17 %
<b>Total</b>	<b>50,614</b>	<b>61,625</b>	<b>(11,011)</b>	<b>(18)%</b>	<b>111,343</b>	<b>116,270</b>	<b>(4,927)</b>	<b>(4)%</b>

*NM - Not Meaningful*

Research and development expenses decreased by \$11.0 million and \$4.9 million in the three and six months ended June 30, 2025, respectively, primarily due to:

- a decrease of \$8.8 million and \$12.7 million, respectively, in personnel compensation and related costs primarily driven by our resource prioritization and efficiency efforts,
- a decrease of \$4.4 million and \$14.4 million, respectively, in CROs/CMOs/Investigators expenses related to ongoing clinical trials; partially offset by,
- an increase of nil and \$20.0 million, respectively, in licensing fees for our license and collaboration agreements.

The following table presents our research and development expenses by program (\$ in thousands):

	Three Months Ended June 30,		Change		Six Months Ended June 30,		Change	
	2025	2024	\$	%	2025	2024	\$	%
Clinical programs	16,967	21,348	(4,381)	(21)%	45,059	40,136	4,923	12 %
Pre-Clinical programs	5,069	3,139	1,930	61 %	8,383	5,188	3,195	62 %
Unallocated research and development expenses	28,578	37,138	(8,560)	(23)%	57,901	70,946	(13,045)	(18)%
<b>Total</b>	<b>50,614</b>	<b>61,625</b>	<b>(11,011)</b>	<b>(18)%</b>	<b>111,343</b>	<b>116,270</b>	<b>(4,927)</b>	<b>(4)%</b>

Research and development expenses attributable to clinical programs decreased by \$4.4 million in the three months ended June 30, 2025, primarily driven by a decrease in CROs/CMOs/Investigators expenses related to ongoing clinical trials.

Research and development expenses attributable to clinical programs increased by \$4.9 million in the six months ended June 30, 2025, primarily driven by an increase in licensing fees for our license and collaboration agreements, partially offset by a decrease in CROs/CMOs/Investigators expenses related to ongoing clinical trials.

Although we manage our external research and development expenses by program, we do not allocate our internal research and development expenses by program because our employees and internal resources may be engaged in projects for multiple programs at any given time.

#### ***Selling, General, and Administrative Expenses***

The following table presents our selling, general and administrative expenses by category (\$ in thousands):

	Three Months Ended June 30,		Change		Six Months Ended June 30,		Change	
	2025	2024	\$	%	2025	2024	\$	%
Personnel compensation and related costs	42,679	48,279	(5,600)	(12)%	83,322	94,173	(10,851)	(12)%
Other costs	28,359	31,431	(3,072)	(10)%	51,138	54,731	(3,593)	(7)%
<b>Total</b>	<b>71,038</b>	<b>79,710</b>	<b>(8,672)</b>	<b>(11)%</b>	<b>134,460</b>	<b>148,904</b>	<b>(14,444)</b>	<b>(10)%</b>

Selling, general, and administrative expenses decreased by \$8.7 million and \$14.4 million in the three and six months ended June 30, 2025, respectively, primarily due to decreases in personnel compensation and related costs related to our resource prioritization and efficiency efforts.

#### ***Interest Income***

Interest income decreased by \$0.5 million and \$1.5 million in the three and six months ended June 30, 2025, respectively, primarily due to decreased interest rates.

#### ***Interest Expenses***

Interest expense increased by \$0.8 million and \$1.8 million in the three and six months ended June 30, 2025, respectively, primarily due to higher levels of short-term debt.

#### ***Foreign Currency Gains (Losses)***

Foreign currency gains were \$2.8 million and \$3.5 million in the three and six months ended June 30, 2025, respectively, primarily driven by remeasurement gain due to appreciation of the RMB against the U.S. dollar, compared to foreign currency losses of \$4.1 million and \$6.2 million in the three and six months ended June 30, 2024, respectively, primarily driven by remeasurement loss due to depreciation of the RMB against the U.S. dollar.

### ***Other Income (Expense), Net***

Other income, net was \$3.8 million in the three months ended June 30, 2025, compared to other expense, net of \$8.9 million in the three months ended June 30, 2024, primarily due to higher government grants of \$3.3 million and decreased loss on our equity investment in MacroGenics of \$10.0 million.

Other income, net increased by \$3.1 million to \$3.6 million in the six months ended June 30, 2025, primarily due to decreased loss on our equity investment in MacroGenics.

### ***Income Tax Expense***

Income tax expense was nil in both the three and six months ended June 30, 2025 and 2024.

### ***Net Loss***

Net loss was \$40.7 million in the three months ended June 30, 2025, or a loss per ordinary share attributable to common stockholders of \$0.04 (or loss per ADS of \$0.37), compared to a net loss of \$80.3 million in the three months ended June 30, 2024, or a loss per ordinary share of \$0.08 (or loss per ADS of \$0.82).

Net loss was \$89.2 million in the six months ended June 30, 2025, or a loss per ordinary share attributable to common stockholders of \$0.08 (or loss per ADS of \$0.82), compared to a net loss of \$133.7 million in the six months ended June 30, 2024, or a loss per ordinary share of \$0.14 (or loss per ADS of \$1.37).

### **Critical Accounting Policies and Significant Judgments and Estimates**

We prepare our financial statements in conformity with U.S. GAAP, which requires management to make judgments, estimates, and assumptions that affect the reported amounts of assets, liabilities, revenues, expenses, and related disclosures. Some of those judgments can be subjective and complex. Actual results could differ from our estimates.

Our most critical accounting policies and estimates, including those that require the most difficult, subjective, or complex judgments and are the most inherently uncertain, are described below.

#### ***Revenue Recognition***

We sell our products to distributors (our customers), who ultimately sell the products to healthcare providers, primarily in mainland China. We recognize revenue when the performance obligations are satisfied upon the product's delivery to distributors.

We offer rebates to our distributors to compensate the distributors consistent with pharmaceutical industry practices. We are required to establish a provision for rebates in the same period the related product sales are recognized. The estimated amount of rebates, if any, is recorded as a reduction of revenue.

Significant judgments are required in making these estimates. In determining the appropriate accrual amount, we consider our contracted rates, sales volumes, levels of distributor inventories, and historical experiences and trends. If actual results vary from our estimates or our expectations change, we will adjust these estimates accordingly, which would affect net product revenue and earnings in the period such variances become expected or known.

#### ***Research and Development Expenses***

We have a significant amount of research and development expenses, including with respect to pre-clinical and clinical trials for our product candidates. Such costs are expensed as incurred when they have no alternative future uses.

We contract with third parties to perform various pre-clinical and clinical trial activities on our behalf in the ongoing development of our product candidates. Expenses related to pre-clinical and clinical trial activities are accrued based on the Company's estimates of the actual services performed by the third parties, such as CROs and CMOs.

Significant judgments are required in estimating the actual services performed by the third parties for the respective period and the related expense accruals. In determining the appropriate accrual, we consider a variety of factors, including

contractual requirements with respect to services to be provided, related rates, and our assessment of services performed during the period and progress with respect to any contractual milestones when we have not yet been invoiced or otherwise notified by third parties of actual costs. If the actual status and timing of services performed vary from our estimates, our reported expenses and earnings for the corresponding period may be affected.

### ***Share-Based Compensation***

We grant share-based awards, including share options and restricted shares, to eligible employees, non-employees, and directors. Such share-based awards are measured at grant date fair value.

Significant assumptions are required in determining the fair value of share options, which we estimate using the Black-Scholes option valuation model. These assumptions include: (i) the volatility of our ADS price, (ii) the periods of time over which grantees are expected to hold their options prior to exercise (expected term), (iii) the expected dividend yield on our ADSs, and (iv) risk-free interest rates. Since we do not have sufficient historical information to develop reasonable expectations about future exercise patterns and post-vesting employment termination behavior, the expected term is derived from the average midpoint between the weighted-average vesting and the contractual term, also known as the simplified method. The expected dividend yield is zero as we have never paid dividends and do not currently anticipate paying any in the foreseeable future, and risk-free interest rates are based on quoted U.S. Treasury rates for securities with maturities approximating the expected term. If actual results vary from our estimates or our expectations change, our reported expenses and earnings for the corresponding period may be affected.

### ***Income Taxes***

We recognize deferred tax assets and liabilities for temporary differences between the financial statement and income tax bases of assets and liabilities, which are measured using enacted tax rates and laws that will be in effect when the differences are expected to reverse. A valuation allowance is provided when it is more likely than not that some or all of a deferred tax asset will not be realized. Significant judgements are required when evaluating tax positions in accordance with ASC 740, *Income Taxes*.

We recognize in our financial statements the benefit of a tax position if the tax position is “more likely than not” to prevail based on the facts and technical merits of the position. Tax positions that meet the “more likely than not” recognition threshold are measured at the largest amount of tax benefit that has a greater than fifty percent likelihood of being realized upon settlement. We estimate our liability for unrecognized tax benefits which are periodically assessed and may be affected by changing interpretations of laws, rulings by tax authorities, changes and/or developments with respect to tax audits, and the expiration of the applicable statute of limitations. The ultimate outcome for a particular tax position may not be determined with certainty prior to the conclusion of a tax audit and, in some cases, appeal or litigation process.

We consider positive and negative evidence when determining whether some or all of our deferred tax assets will not be realized. This assessment considers various factors, including the nature, frequency, and severity of current and cumulative losses, forecasts of future profitability, the duration of statutory carry-forward periods, our historical results of operations, and our tax planning strategies. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Our estimates may be affected by changing interpretations of laws, rulings by tax authorities, changes and/or developments with respect to tax audits, and expiration of the statute of limitations. If actual benefits vary from our estimates or our expectations change, we will adjust the recognition and measurement estimates accordingly, which would affect reported expenses and earnings in the corresponding period.

### ***Liquidity and Capital Resources***

To date, we have financed our activities primarily through private placements and public offerings, including our September 2017 initial public offering and various follow-on offerings on Nasdaq and our September 2020 secondary listing and initial public offering on the Hong Kong Stock Exchange. We have raised approximately \$164.6 million in private equity financing and approximately \$2,677.8 million in net proceeds from public offerings after deducting underwriting commissions and the offering expenses payable by us. Our operations have consumed substantial amounts of

cash since inception. The net cash used in our operating activities was \$92.7 million and \$132.3 million in the six months ended June 30, 2025 and 2024, respectively. For information on our research and development activities and related expenditures, see the *Research and Development Expenses, Selling, General, and Administrative Expenses, License and Collaboration Arrangements*, and *Results of Operations* sections above. In addition, as of June 30, 2025, we had commitments of \$1.1 million related to commercial manufacturing development activities and capital expenditures.

We have also identified opportunities to access capital through debt arrangements on favorable commercial terms. As of June 30, 2025, we had such debt arrangements with Chinese financial institutions that allow certain of our subsidiaries to borrow up to approximately \$240.2 million (or RMB1,721.7 million) to support our working capital needs in mainland China. As of June 30, 2025, we had short-term debt outstanding of \$174.5 million (or RMB1,244.7 million) pursuant to these debt arrangements. These debt arrangements provide us with additional capital capacity that will give us enhanced flexibility to execute on our corporate strategic goals. For more information, see *Note 10*.

As of June 30, 2025, we had cash and cash equivalents, current restricted cash, and short-term investments of \$832.3 million, which we expect will enable us to meet our cash requirements including the funding of operating expenses, capital expenditures, and debt obligations for at least the next 12 months.

Although we believe that we have sufficient capital to fund our operations for at least the next twelve months, we may, from time to time, utilize debt arrangements on favorable commercial terms or consider additional funding sources to bring to fruition our strategic objectives. There can be no assurances that such funding will be made available to us on acceptable terms or at all.

The following table presents information regarding our cash flows (\$ in thousands):

	Six Months Ended June 30,		Change
	2025	2024	\$
Net cash used in operating activities	(92,723)	(132,279)	39,556
Net cash provided by investing activities	323,211	2,446	320,765
Net cash provided by financing activities	51,990	69,870	(17,880)
Effect of foreign exchange rate changes on cash, cash equivalents and restricted cash	125	(137)	262
Net increase (decrease) in cash, cash equivalents and restricted cash	282,603	(60,100)	342,703

#### ***Net Cash Used in Operating Activities***

Net cash used in operating activities decreased by \$39.6 million in the six months ended June 30, 2025, primarily due to a decrease of \$44.6 million in net loss and an increase of \$11.5 million in net changes in operating assets and liabilities, partially offset by a decrease of \$16.5 million in other adjustments to reconcile net loss to net cash used in operating activities.

#### ***Net Cash Provided by Investing Activities***

Net cash provided by investing activities increased by \$320.8 million in the six months ended June 30, 2025, primarily due to an increase of \$313.7 million in proceeds from the maturity of short-term investments, a decrease of \$8.5 million from acquisitions of intangible assets, and an increase of \$1.2 million in proceeds from the sale of our equity investment in MacroGenics, partially offset by an increase of \$2.7 million in purchases of property and equipment.

#### ***Net Cash Provided by Financing Activities***

Net cash provided by financing activities decreased by \$17.9 million in the six months ended June 30, 2025, primarily due to \$82.8 million in repayment of short-term bank borrowings and \$0.9 million in payments of public offering costs, partially offset by an increase of \$54.4 million in short-term debt proceeds and an increase of \$11.4 million in proceeds from exercises of stock options.

## Recently Issued Accounting Standards

For more information regarding recently issued accounting standards, see *Part II – Item 8. Financial Statements and Supplementary Data – Recent Accounting Pronouncements* in our 2024 Annual Report. The Company has not adopted any new accounting standards in the three and six months ended June 30, 2025.

## Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risk including foreign exchange risk, credit risk, and interest rate risk.

### *Foreign Exchange Risk*

Renminbi, or RMB, is not a freely convertible currency. The State Administration of Foreign Exchange, under the authority of the People's Bank of China, controls the conversion of RMB into foreign currencies. The value of RMB is subject to changes in central government policies and to international economic and political developments affecting supply and demand in the China Foreign Exchange Trading System market. The cash and cash equivalents of the Company included aggregated amounts of \$12.2 million and \$19.0 million, which were denominated in RMB, representing 2% and 4% of the cash and cash equivalents as of June 30, 2025 and December 31, 2024, respectively.

While our financial statements are presented in U.S. dollars, our business mainly operates in mainland China with a significant portion of our transactions settled in RMB, and as such, we do not believe that we currently have significant direct foreign exchange risk and have not used derivative financial instruments to hedge our exposure to such risk. Although, in general, our exposure to foreign exchange risk should be limited, the value of your investment in our ADSs and ordinary shares will be affected by the exchange rate between the U.S. dollar and the RMB and between the HK dollar and the RMB, respectively, because the value of our business is effectively denominated in RMB, while ADSs and ordinary shares are traded in U.S. dollars and HK dollars, respectively.

The value of the RMB against the U.S. dollar and other currencies may fluctuate and is affected by, among other things, changes in Greater China's political and economic conditions. The conversion of RMB into foreign currencies, including U.S. dollars, has been based on rates set by the People's Bank of China.

The value of our ADSs and our ordinary shares will be affected by the foreign exchange rates between U.S. dollars, HK dollars, and the RMB. For example, to the extent that we need to convert U.S. dollars or HK dollars into RMB for our operations or if any of our arrangements with other parties are denominated in U.S. dollars or HK dollars and need to be converted into RMB, appreciation of the RMB against the U.S. dollar or the HK dollar would have an adverse effect on the RMB amount we receive from the conversion. Conversely, if we decide to convert RMB into U.S. dollars or HK dollars for the purpose of making payments for dividends on ordinary shares or ADSs or for other business purposes, appreciation of the U.S. dollar or the HK dollar against the RMB would have a negative effect on the conversion amounts available to us.

Since 1983, the Hong Kong Monetary Authority has pegged the HK dollar to the U.S. dollar at the rate of approximately HK\$7.80 to US\$1.00. However, there is no assurance that the HK dollar will continue to be pegged to the U.S. dollar or that the HK dollar conversion rate will remain at HK\$7.80 to US\$1.00. If the HK dollar conversion rate against the U.S. dollar changes and the value of the HK dollar depreciates against the U.S. dollar, our assets denominated in HK dollars will be adversely affected. Additionally, if the Hong Kong Monetary Authority were to repeg the HK dollar to, for example, the RMB rather than the U.S. dollar, or otherwise restrict the conversion of HK dollars into other currencies, then our assets denominated in HK dollars will be adversely affected.

### *Credit Risk*

Financial instruments that are potentially subject to significant concentration of credit risk consist of cash and cash equivalents, restricted cash, short-term investments, accounts receivable, and notes receivable.

The carrying amounts of cash and cash equivalents and short-term investments represent the maximum amount of losses due to credit risk. As of June 30, 2025 and December 31, 2024, we had cash and cash equivalents of \$732.2 million and \$449.7 million, respectively, restricted cash of \$101.2 million and \$101.1 million, respectively, and short-term investments of nil and \$330.0 million, respectively. As of June 30, 2025 and December 31, 2024, all of our cash and cash

equivalents, restricted cash, and short-term investments were held by major financial institutions located in mainland China and international financial institutions outside of mainland China which we believe are of high credit quality and for which we monitor continued credit worthiness.

Accounts receivable are typically unsecured and are derived from product revenue. We manage credit risk related to our accounts receivable through ongoing monitoring of outstanding balances and limiting the amount of credit extended based upon payment history and credit worthiness. Historically, we have collected receivables from customers within the credit terms with no significant credit losses incurred. As of June 30, 2025, our two largest customers accounted for approximately 20% of our total accounts receivable collectively.

Certain accounts receivable balances are settled in the form of notes receivable. As of June 30, 2025, such notes receivable included bank acceptance promissory notes that are non-interest bearing and due within six months. These notes receivable were used to collect the receivables based on an administrative convenience, given these notes are readily convertible to known amounts of cash. In accordance with the sales agreements, whether to use cash or bank acceptance promissory notes to settle the receivables is at our discretion, and this selection does not impact the agreed contractual purchase prices.

#### ***Interest Rate Risk***

We are exposed to risks related to changes in interest rates on our cash and cash equivalents, restricted cash, and short-term investments. As of June 30, 2025 and December 31, 2024, we had cash and cash equivalents of \$732.2 million and \$449.7 million, respectively, restricted cash of \$101.2 million and \$101.1 million, respectively, and short-term investments of nil and \$330.0, respectively. Our investment portfolio, which relates to cash equivalents and short-term investments, primarily consists of time deposits. The primary objectives of our investment activities are to preserve principal, provide liquidity, and maximize income without significantly increasing risk. Given the short-term nature of our deposits and investments, we believe that a sudden change in market interest rates would not be expected to have a material impact on our financial condition and/or results of operation. For example, a hypothetical 10% relative change in interest rates during any of the periods presented would not have a material impact on future interest income.

We are also exposed to risks related to changes in interest rates on our short-term debt, which is currently subject to a mix of fixed and floating interest rates. As of June 30, 2025 and December 31, 2024, we had short-term debt of \$174.5 million and \$131.7 million, respectively. A 100-basis point increase in interest rates would not materially increase our interest expense. Our interest rate exposure from short-term debt is also offset by our exposure in cash and cash equivalents, restricted cash, and short-term investments, as discussed above. For more information on our short-term debt, see *Note 10*.

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

##### ***Management's Evaluation of Our Disclosure Controls and Procedures***

Our management, including our Chief Executive Officer and Chief Financial Officer, performed an evaluation of the effectiveness of our disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e)) as of the end of the period covered by this report. Our disclosure controls and procedures are designed to ensure that the information required to be disclosed in the reports that we file or furnish under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objective. Based upon that evaluation, our management has concluded that, as of June 30, 2025, our disclosure controls and procedures were effective.

##### ***Changes in Internal Control over Financial Reporting***

There were no changes in our internal control over financial reporting (as such item is defined in Rules 13a-15(f)) during the fiscal quarter ended June 30, 2025 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **PART II - OTHER INFORMATION**

### **Item 1. Legal Proceedings.**

We may be, from time to time, subject to claims and suits arising in the ordinary course of business. We are not currently a party to any material legal or administrative proceedings.

### **Item 1A. Risk Factors.**

We are subject to risks and uncertainties that could, directly or indirectly, adversely affect our business, results of operations, financial condition, liquidity, cash flows, strategies, and/or prospects. There have been no material changes in our risk factors from those disclosed in the “Risk Factors” section of our 2024 Annual Report.

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

None.

### **Item 3. Defaults Upon Senior Securities.**

None.

### **Item 4. Mine Safety Disclosures.**

None.

### **Item 5. Other Information.**

On August 6, 2025, the Company entered into a new revolving credit facility with CMB, which replaced its previous RMB250.0 million (approximately \$34.4 million) credit facility that expired in July 2025. The Company issued a new maximum-amount irrevocable letter of guarantee (the “2025 Guarantee”) to CMB pursuant to which the Company will guarantee working capital loans of up to RMB500.0 million (approximately \$69.6 million) from CMB to Zai Lab Shanghai, and Zai Lab Shanghai entered into a Credit Agreement with CMB with respect to the RMB500.0 million facility (the “2025 Credit Agreement”). The new guarantee and credit facility include the outstanding working capital loans with CMB. The credit facility will be available for two years, and key terms of the specific working capital loans, including the amount, term, and interest rate, will be included in the specific transaction documents. The 2025 Credit Agreement contains customary representations and warranties and affirmative and restrictive covenants, including a requirement to obtain prior written consent from CMB before engaging in certain transactions that could have an adverse impact on its debt repayment ability, such as mergers, acquisitions, spin-offs, equity transfers, and other material matters such as external investments and substantial increases in debt financings.

During the second quarter of 2025, none of the Company’s directors or executive officers (as defined in Rule 16a-1(f) under the Exchange Act) has adopted, modified, or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement (each as defined in Item 408 of Regulation S-K).

**Item 6. Exhibits.**

**Exhibit Index**

<b>Exhibit Number</b>	<b>Exhibit Title</b>
10.1#	<a href="#">Amended and Restated Employment Agreement between Samantha (Ying) Du and Zai Lab (US) LLC dated May 1, 2025</a>
31.1	<a href="#">Certification of Chief Executive Officer Required by Exchange Act Rule 13a-14(a)</a>
31.2	<a href="#">Certification of Chief Financial Officer Required by Exchange Act Rule 13a-14(a)</a>
32.1	<a href="#">Certification of Chief Executive Officer Required by 18 U.S.C. Section 1350</a>
32.2	<a href="#">Certification of Chief Financial Officer Required by 18 U.S.C. Section 1350</a>
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.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definitions Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

# Management contract or compensatory plan, contract, or arrangement.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Dated: August 7, 2025

**ZAI LAB LIMITED**

By: /s/ Yajing Chen  
Name: Yajing Chen  
Title: Chief Financial Officer  
*(Principal Financial and Accounting Officer)*

## AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the “**Agreement**”) is entered into on and effective as of May 1, 2025 (the “**Effective Date**”), by and between Zai Lab (US) LLC, a Delaware limited liability company (the “**Company**”), and Samantha (Ying) Du (“**Founder**,” collectively the “**Parties**”).

### RECITALS

WHEREAS, the Company, Zai Lab Limited, a limited company incorporated under the laws of the Cayman Islands and the ultimate parent corporation of the Company (the “**Parent Company**”) and any of their subsidiaries or affiliates (collectively, “**Affiliates**”), are engaged in the business of researching, developing, manufacturing, and commercializing drug products in the pharmaceutical industry (the “**Business of the Group**”), and Founder is qualified to lead the Business of the Group as contemplated under this Agreement.

WHEREAS, the Company and Founder previously entered into the Fourth Amended and Restated Founder Employee Agreement between Founder and the Parent Company, dated December 1, 2018, as supplemented by the letter agreement between the Parties, dated December 11, 2017 and that certain Employment Contract, dated as of July 1, 2017, by and between Zai Lab (Shanghai) Co., Ltd. and the Founder (together the “**Existing Agreements**”); and

WHEREAS, the Company and Founder desire to amend and replace the Existing Agreements in its entirety with the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises and the respective covenants and agreements of the Parties, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Employment.** Founder’s employment under the terms of this Agreement will commence as of the Effective Date and will continue until terminated in accordance with Section 4 (the “**Employment Period**”).

1.1. **Duties and Responsibilities.** Founder is employed as the Chairperson and Chief Executive Officer of the Parent Company and the Company. Founder agrees to render such services and to perform such duties and responsibilities as are normally associated with and inherent in the aforementioned roles and the capacities in which Founder is employed, as well as such other duties and responsibilities as shall from time to time be assigned to Founder by the Parent Company board of directors (the “**Board**”).

1.2. **Acceptance of Employment.** Founder accepts such employment set out in Section 1.1 of this Agreement and agrees to faithfully perform and render the services required of Founder under this Agreement. Except for reasonable vacations, absences due to temporary illness, and activities that may be mutually agreed to by the Parties, Founder shall devote the

time, attention, and energies during normal business hours and such evenings and weekends as may be reasonably required for the discharge of her duties to the Parent Company and the Company, and the performance of Founder's duties and responsibilities under this Agreement.

1.3. Positions with Affiliates. If requested by the Board, Founder agrees to serve without additional compensation if elected, nominated, or appointed as an officer and/or director of the Company and any of its Affiliates, and in one or more executive offices of any such Affiliates; provided that Founder is indemnified for serving in any and all such capacities pursuant to the indemnification provisions set forth in the bylaws of such Affiliate and to the extent applicable Section 8 of this Agreement.

1.4. Conflicts of Interest.

(a) Founder has reviewed with the Board the present directorships, ownership (legal and beneficial, direct and indirect) interests, and other positions or roles held by Founder or her associate(s) in all such business organizations or arrangements which may be directly competitive or directly in conflict with the Company. Founder agrees to review with the Board any potential directorships, ownership (legal and beneficial, direct and indirect) interests, and other positions or roles with business organizations or arrangements, which may be directly competitive or directly in conflict with the Company. Founder or her associate(s) is precluded from owning an interest (legal and beneficial, direct and indirect) in another company or serving as an employee, director, consultant, advisor, or member of such other company that may be directly competitive or directly in conflict with the Company or the Parent Company until such interest is presented to the Board and the Board consents to such interest or employment.

(b) The Company further acknowledges and agrees that, subject to the prior written approval by a majority of the Board (which majority shall exclude Founder if Founder is a then-current member of the Board) and consistent with the terms of the Compliance Agreement (as defined below), Founder may serve on the boards of directors and advisory boards of other companies which are not in direct competition or not in direct conflict with the Company and its Affiliates; provided that such service does not interfere with the performance of Founder's duties hereunder. Notwithstanding any of the foregoing, Founder's interest in, and affiliation with, Quan Venture Fund I, LP and its affiliates is not deemed to conflict with her responsibilities to the Company or interfere with her performance of her duties hereunder.

1.5. Compliance with Policies. Founder agrees that, during the Employment Period, she will comply with all corporate policies, practices, and procedures, including the Code of Business Conduct and Ethics, applicable to her position.

2. Reserved

3. Compensation Benefits and Expense Reimbursements.

3.1. Base Salary. In consideration for the agreement of Founder to be employed under this Agreement, during the Employment Period, Founder shall receive from the Company an annual base salary of US\$908,730.00 (as it may be adjusted from time to time, the “**Base Salary**”). The Base Salary to be paid to Founder will be subject to reduction for payroll tax withholdings and deductions legally required (if any) and such other deductions properly and reasonably authorized by Founder. The Company shall pay such Base Salary in accordance with its standard payroll procedures. The Base Salary will be subject to review by the Board or the Compensation Committee of the Board (the “**Compensation Committee**”), and any adjustments will be made by the Board or the Compensation Committee based upon its respective normal performance review practices for executive employees of the Company.

3.2. Annual Bonus. During the Employment Period, Founder will be eligible to receive an annual bonus with a target equal to 90% of the Base Salary (the “**Target Bonus**”). The actual amount of such annual bonus shall be determined by the Board or the Compensation Committee in its respective discretion, as applicable. Any annual bonus earned hereunder shall be paid after the end, but in no event later than April 15th following the end, of the calendar year to which such bonus relates and otherwise in accordance with the Parent Company’s annual bonus plan as in effect from time to time, including that Founder must be employed with the Company through the date that such bonus is paid.

3.3. Equity Incentives.

(a) Annual Equity Grant. For each calendar year completed during the Employment Period, Founder will be eligible to receive an annual equity grant (the “**Annual Equity Grant**”). The actual amount of such Annual Equity Grant shall be determined by the Board or the Compensation Committee in its sole discretion, and shall be denominated in stock options, time-based vesting restricted stock units (“**RSUs**”) and/or performance-based vesting restricted stock units (“**PSUs**”) in accordance with an allocation determined by the Board or the Compensation Committee. All Annual Equity Grants will be subject to the terms, definitions, and provisions of the applicable equity incentive plan, award agreements between Founder and the Parent Company, any other equity holder agreements, and any other restrictions and/or limitations generally applicable to the equity of the Parent Company or equity awards held by Company executives or otherwise imposed by law.

3.4. Participation in Employee Benefit Plans / Paid Time Off. During the Employment Period, Founder will be entitled to participate in all employee benefit plans from time to time in effect for similarly situated executive employees of the Company generally, except to the extent such plans are duplicative of benefits otherwise provided to Founder under this Agreement (e.g., a severance pay plan) or any other employment agreement with an Affiliate of the Parent Company. Founder’s participation will be subject to the terms of the applicable plan documents, applicable corporate policies, and any other restrictions or limitations imposed by law or regulation. The Company reserves the right to amend, modify, cancel, or terminate the benefit plans and programs it offers to its employees at any time.

3.5. Reimbursements. During the Employment Period, the Company may provide Founder with a corporate credit card to be used solely for business-related expenses in accordance with applicable corporate policies and procedures. Additionally, insofar as Founder incurs any business-related expenses paid by her personally and not with the corporate card, Founder will be reimbursed, in accordance with applicable corporate policies and practices, for all reasonable traveling expenses and other disbursements incurred by her for or on behalf of the Company in the performance of her duties hereunder upon presentation by Founder of appropriate documentation. Founder's right to payment or reimbursement for reasonable business expenses hereunder shall be subject to the following additional rules: (a) the amount of expenses eligible for payment or reimbursement during any calendar year shall not affect the expenses eligible for payment or reimbursement in any other calendar year, (b) payment or reimbursement shall be made by the Company as soon as reasonably practicable following the time that the applicable expense is submitted by Founder to the Company and in no event later than December 31 of the calendar year following the calendar year in which the expense or payment was incurred, and (c) the right to payment or reimbursement shall not be subject to liquidation or exchange for any other benefit.

3.6. Deductions. Recognizing that Founder is an employee for all purposes, the Company shall deduct from any compensation payable to Founder the sums which the Company is required by law to deduct, including, but not limited to, federal and state withholding taxes, social security taxes, and state disability insurance and mandatory provident funds, and the Company shall remit any amounts so deducted to the applicable governmental entities and agents entitled to receive such payments.

#### 4. Termination of Employment.

4.1. Death or Disability. If Founder dies during the Employment Period, then Founder's employment by the Company hereunder shall automatically terminate on the date of Founder's death (such termination a "**Termination Due to Death**"). If Founder is incapacitated or disabled by accident, sickness, or otherwise so as to render her mentally or physically incapable of performing the services required to be performed by her under this Agreement for a period of ninety (90) consecutive days or longer, or for any ninety (90) days during any six- (6-) month period (such condition a "**Disability**"), the Company, at its option, may terminate Founder's employment under this Agreement immediately upon giving her notice to that effect (such termination a "**Termination Due to Disability**"). In the case of a Disability, until Founder becomes eligible for disability income under the Company's disability income insurance (if any) or until the Company terminates Founder's employment in accordance with the foregoing, whichever occurs first, Founder will be entitled to receive the Base Salary, at the rate and in the manner provided in Section 3.1 of this Agreement, notwithstanding any such physical or mental disability.

(a) Substitution. The Board may designate another employee to act in Founder's place during any period of time that Founder is not performing services under this Agreement during the Employment Period. Notwithstanding any such designation, Founder shall continue to receive the Base Salary and benefits in accordance with Section

3 of this Agreement until Founder becomes eligible for disability income under the Company's disability income insurance (if any) or until Founder's Termination Due to Disability, whichever occurs first.

(b) Disability Income Payments. While receiving disability income payments under the Company's disability income insurance, if any (the "**Disability Payments**"), Founder shall remain entitled to receive the Base Salary under Section 3.1 of this Agreement, which shall be reduced by any Disability Payments received by Founder, and shall continue to participate in all other compensation and benefits in accordance with Sections 3.2, 3.3 and 3.4 of this Agreement until the date of Founder's termination of employment.

(c) Verification of Disability. If any question arises as to whether, during the Employment Period, Founder is disabled through any illness, injury, accident, or condition of either a physical or psychological nature so as to be unable to perform substantially all of Founder's duties and responsibilities hereunder, Founder may, and at the request of the Company shall, submit to a medical examination by a physician selected by the Company to whom Founder or Founder's guardian has no reasonable objection to determine whether Founder is so disabled, and such determination shall for the purposes of this Agreement be conclusive of the issue. If such a question arises and Founder fails to submit to such a medical examination, the Company's determination of the issue shall be binding on Founder.

4.2. Termination by the Company for Cause. The Company, upon recommendation from the Board (which Founder shall be excluded from participating in any such determination if Founder is a then-current member of the Board), may terminate the employment of Founder hereunder at any time during the Employment Period for "Cause" (as defined below) (such termination a "**Termination by the Company for Cause**") by giving Founder notice of such termination, which shall take effect immediately. For the purposes of this Agreement, "**Cause**" means any of the following grounds, as the Board determines in its reasonable judgment:

(a) Founder's repeated drunkenness or use of illegal drugs, which adversely interferes with the performance of Founder's obligations and duties hereunder;

(b) Founder's conviction of a felony, or any crime involving fraud or misrepresentation, or violation of applicable securities laws;

(c) Founder's gross mismanagement of the business and affairs of the Company or any Affiliate which directly results in a material loss to the Company or any Affiliate and for which the Company has reasonable proof was committed by Founder;

(d) Founder's material violation of any material terms of this Agreement or the Compliance Agreement (as defined below); or

(e) a conclusive finding by an independent fact finder appointed by the Board of any willful misconduct, dishonesty or acts of moral turpitude by Founder which is materially detrimental to the interests and well-being of the Company and its subsidiaries and affiliates, including, without limitation, harm to its business or reputation.

4.3. Termination by the Company Without Cause. The Company, upon recommendation from the Board (which Founder shall be excluded from participating in any such determination if Founder is a then-current member of the Board), may terminate the employment of Founder hereunder at any time upon thirty (30) days advance written notice to Founder during the Employment Period without Cause (such termination a “**Termination by the Company without Cause**”).

4.4. Termination by Founder Without Good Reason. Founder may terminate her employment hereunder without Good Reason (as defined below) at any time upon reasonable notice by Founder to the Board of no fewer than thirty (30) calendar days (such termination a “**Termination by Founder without Good Reason**”); provided that the Board may elect to waive all or any portion of such notice period and may accelerate Founder’s last day of employment.

4.5. Termination by Founder for Good Reason. Founder may terminate her employment hereunder at any time for Good Reason (as defined below) by (i) providing written notice to the Board of such termination specifying in reasonable detail the condition giving rise to the Good Reason no later than the sixtieth (60<sup>th</sup>) day following the first occurrence of that condition; (ii) providing the Company a period of thirty (30) days to remedy the condition and so specifying in the notice; and (iii) terminating her employment for Good Reason within sixty (60) days following the earlier of the expiration of the period to remedy if the Company fails to remedy the condition or receipt of notice from the Company that it will not remedy the condition (such termination a “**Termination by Founder for Good Reason**”). For purposes of this Agreement, the term “**Good Reason**” shall include any of the following conditions that occur without Founder’s consent:

(a) any material diminution of Founder’s duties or responsibilities hereunder (except in each case in connection with the Termination by the Company for Cause or pursuant to Section 4.1 of this Agreement) or the assignment to Founder of duties or responsibilities that are materially inconsistent with Founder’s then current position; or

(b) any material breach of this Agreement by the Company.

4.5. Change in Control Termination. Founder’s employment may terminate hereunder pursuant to a Termination by the Company without Cause or a Termination by Founder for Good Reason within twelve (12) months following a Change in Control (such termination a “**Change in Control Termination**”). For purposes of this Agreement, “**Change in Control**” means the occurrence of any of the following:

(a) any one person, or more than one person acting as a group (“**Person**”), acquires ownership of the stock of the Parent Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Parent Company, other than as a result of a private financing of the Parent Company approved by the Board;

(b) a majority of the members of the Board is replaced during any twelve- (12-) month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election; or

(c) any Person acquires (or has acquired during the twelve- (12-) month period ending on the date of the most recent acquisition by such Person) assets from the Parent Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Parent Company immediately prior to such acquisition(s). For purposes of this subsection (c), gross fair market value means the value of the assets of the Parent Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this definition of Change in Control, Persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Parent Company. Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (x) its sole purpose is to re-domicile the Parent Company in a jurisdiction other than its original jurisdiction of incorporation, (y) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Parent Company’s securities immediately before such transaction, or (c) the transaction is an equity financing of the Company or Parent Company. With regard to any payment considered to be nonqualified deferred compensation under Section 409A (as defined below), to the extent applicable, that is payable upon a Change in Control, to avoid the imposition of an additional tax, interest or penalty under Section 409A (as defined below), no amount will be payable unless such change in control constitutes a “change in control event” within the meaning of Treasury Regulations Section 1.409A-3(i)(5).

5. **Effect of Termination.** Except as provided in this Section 5, neither Founder nor her beneficiary or estate will have any further rights or claims against the Company or any of its Affiliates with regard to payments or benefits in connection with Founder’s termination of employment.

5.1. **Termination by the Company for Cause or Termination by Founder Without Good Reason.** Upon the termination of Founder’s employment hereunder pursuant to a Termination by the Company for Cause or a Termination by Founder without Good Reason, neither Founder nor her beneficiary or estate will have any further rights or claims against the Company or its Affiliates under this Agreement except to receive the following (in the aggregate, the “**Final Compensation**”):

(a) the earned and unpaid portion of the Base Salary provided for in Section 3.1 of this Agreement, computed on a pro rata basis up to (and including) the effective date of Founder's termination of employment (the "**Termination Date**");

(b) reimbursement for any expenses for which Founder has not been reimbursed as provided in Section 3.5 of this Agreement; provided that Founder submits all such expenses and required supporting documentation in accordance with the Company's reimbursement policy, but in no event later than sixty (60) days of the Termination Date; and

(c) any additional compensation as may be expressly required under applicable law.

Final Compensation (other than any expense reimbursement, which shall be paid within thirty (30) days after such reimbursement is submitted in accordance with subsection (b) of this Section 5.1) will be paid to Founder within thirty (30) days following the Termination Date (or such shorter period required by applicable law). Except as set forth in this Section 5, neither Founder nor her beneficiary or estate will have any further rights or claims against the Company or any Affiliate for compensation or otherwise, including under any severance plan, program, or practice, and the Company and its Affiliates shall have no further obligation to Founder or her beneficiary or estate or any further liability under this Agreement or otherwise by way of compensation or otherwise.

5.2. Termination Due to Death or Termination Due to Disability. Upon Founder's Termination Due to Death or Termination Due to Disability, Founder shall be entitled to receive the Final Compensation in accordance with Section 5.1 of this Agreement, and eligible to receive the following, subject to Sections 5.5, 5.6, 5.7 and 6 of this Agreement:

(a) an aggregate amount equal to one (1) months' Base Salary, payable in accordance with the Company's normal payroll practices on the next regular payday following the date on which the Release of Claims (as defined in Section 5.6 of this Agreement) becomes effective and irrevocable;

(b) subject to Founder being eligible for and timely electing benefits under the law commonly known as "**COBRA**," payment directly to the Company's group health insurance carrier in the amount of the Company's portion of monthly premiums that the Company contributed toward Founder's group health insurance benefits as in effect for Founder immediately prior to the Termination Date (the "**COBRA Continuation Benefits**") for one (1) month; provided that if the Company determines in its sole discretion that it cannot pay the COBRA Continuation Benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will in lieu thereof provide to Founder a taxable monthly payment payable at the same time that the Base Salary payment is made under subsection (a) of this Section 5.2, the benefits under this subsection (b) the "**COBRA Subsidy**"), the COBRA Subsidy will be payable in accordance with the Company's normal payroll practices on the next regular payday following the date on which the

Release of Claims (as defined in Section 5.6 of this Agreement) becomes effective and irrevocable; and

(c) notwithstanding anything to the contrary in any agreement between Founder and the Parent Company, one hundred percent (100%) accelerated vesting of any then-outstanding unvested stock options, RSUs, PSUs or other equity awards in each case granted to Founder by the Parent Company (the “**Equity Incentive Acceleration**”).

5.3. Termination by the Company Without Cause or a Termination by Founder For Good Reason. Upon Founder’s Termination by the Company Without Cause or a Termination by Founder for Good Reason, which termination is not a Change in Control Termination (as defined in Section 5.4 of this Agreement), Founder shall be entitled to receive the Final Compensation in accordance with Section 5.1 of this Agreement, and eligible to receive the following, subject to Sections 5.5, 5.6, 5.7 and 6 of this Agreement:

(a) an aggregate amount equal to eighteen (18) months’ Base Salary, payable in accordance with the Company’s normal payroll practices;

(b) a payment equal to a pro-rated Target Bonus (determined by multiplying the Target Bonus by a fraction, the numerator of which is the number of days during the fiscal year of termination that Founder is employed by the Company and the denominator of which is three hundred and sixty-five (365)), payable at the same time bonuses for such year are paid to other senior executives of the Company;

(c) subject to Founder being eligible for and timely electing benefits under COBRA, the monthly COBRA Subsidy for up to eighteen (18) months, so long as Founder remains eligible for COBRA, which will be payable in accordance with the Company’s normal payroll practices; and

(d) the Equity Incentive Acceleration;

provided, that the payments under subsections (a) and (b) of this Section 5.3 will be provided in the form of salary continuation, payable in equal installments in accordance with the Company’s normal payroll practices during the eighteen- (18) month period following the Termination Date; provided further that the first such payment will be made on the next regular pay day following the date on which the Release of Claims (as defined in Section 5.6 of this Agreement) becomes effective and irrevocable and will be retroactive to the Termination Date.

5.4. Change in Control Termination. Upon Founder’s Termination by the Company Without Cause or a Termination by Founder for Good Reason within twelve (12) months following a Change in Control (such termination being referred to in this Agreement as a “**Change in Control Termination**”), Founder shall be entitled to receive the Final Compensation in accordance with Section 5.1 of this Agreement, and eligible to receive the following, subject to Sections 5.5, 5.6, 5.7 and 6 of this Agreement:

(a) an aggregate amount equal to eighteen (18) months' Base Salary, payable in accordance with the Company's normal payroll practices;

(b) subject to Founder being eligible for and timely electing benefits under COBRA, the monthly COBRA Subsidy for up to eighteen (18) months, so long as Founder remains eligible for COBRA, which will be payable in accordance with the Company's normal payroll practices;

(c) a payment equal to the sum of (i) six (6) months' Base Salary, (ii) two times the Target Bonus and (iii) six (6) months of the amount of the monthly COBRA Subsidy; and

(d) the Equity Incentive Acceleration;

provided that the payments under subsections (a) and (b) of this Section 5.4 will be provided in the form of salary continuation, payable in equal installments in accordance with the Company's normal payroll practices during the eighteen- (18) month period following the Change in Control Termination date and the payment under subsection (c) of this Section 5.4 will be paid in a lump sum; provided further that the first such payment or the lump sum payment, respectively, will be made on the next regular pay day following the date on which the Release of Claims (as defined in Section 5.6 of this Agreement) becomes effective and irrevocable and any installments will be retroactive to the Change in Control Termination date.

5.5. Liquidated Damages. The Parties acknowledge and agree that damages which will result to Founder for a Termination by the Company without Cause or other breach of this Agreement by the Company shall be extremely difficult or impossible to establish or prove, and agree that the payments under Section 5.3 or 5.4 of this Agreement (if applicable) shall constitute liquidated damages for any breach of this Agreement by the Company through the Termination Date or Change in Control Termination date, respectively. Founder agrees that, except for such other payments and benefits to which Founder may be eligible as expressly provided by the terms of this Agreement or any applicable benefit plan, such liquidated damages shall be in lieu of all other claims that Founder may make by reason of termination of her employment or any such breach of this Agreement and that, as a condition to receiving the applicable severance payments, Founder will execute the Release of Claims (as described in Section 5.6 of this Agreement).

5.6. Release of Claims. Except for payment of the Final Compensation, the obligation of the Company to provide any severance payments or benefits to or on behalf of Founder under Section 5.2, 5.3, or 5.4 of this Agreement is conditioned on Founder timely executing and delivering to the Company, and not subsequently revoking, a separation agreement containing a general release of claims and other customary terms in a form provided to Founder by the Company (the "**Release of Claims**"), provided that the Release of Claims becomes effective and irrevocable no later than sixty (60) days following the termination date (such deadline, the "**Release Deadline**"). If the Release of Claims does not become effective by the Release Deadline, Founder will forfeit any rights to such severance payments or benefits under Section 5.2, 5.3, or 5.4 of this Agreement. Notwithstanding any term to the contrary regarding

the timing of the payments of such severance payments or benefits under Section 5.2, 5.3, or 5.4 of this Agreement, if the sixty (60) day period following termination referred to herein extends through two (2) taxable years, to the extent required to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the “**Code**”), such amount that would be due and payable in the first calendar year will be paid in the second taxable year following the Termination Date at the later of the first payroll period in the January of the second calendar year or the date that the Release of Claims becomes effective.

5.7. Section 409A. Notwithstanding anything to the contrary in this Agreement, if at the Termination Date, Founder is a “specified employee,” as defined below, any and all amounts payable under this Agreement on account of such separation from service that would (but for this provision) be payable within six (6) months following the Termination Date, shall instead be paid on the next business day following the expiration of such six- (6-) month period or, if earlier, upon Founder’s death; except:

(a) to the extent of amounts that do not constitute a deferral of compensation within the meaning of Treasury Regulation Section 1.409A-1(b) (including without limitation by reason of the safe harbor set forth in Treasury Regulation Section 1.409A-1(b)(9)(iii), as determined by the Company in its reasonable discretion);

(b) benefits which qualify as excepted welfare benefits pursuant to Treasury Regulation Section 1.409A-1(a)(5); or

(c) other amounts or benefits that are not subject to the requirements of Section 409A of the Code (“**Section 409A**”).

For purposes of this Agreement, all references to “termination of employment” and correlative phrases shall be construed to require a “separation from service” (as defined in Treasury Regulation Section 1.409A-1(h) after giving effect to the presumptions contained therein), and the term “specified employee” means an individual determined by the Company to be a specified employee under Treasury Regulation Section 1.409A-1(i). Each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments. In no event shall the Company or any of its Affiliates have any liability relating to the failure or alleged failure of any payment or benefit under this Agreement to comply with, or be exempt from, the requirements of Section 409A.

5.8. Limitations on Payments. Notwithstanding anything in this Agreement or elsewhere to the contrary, in the event that any payment or benefit received or to be received by Founder under this Agreement or otherwise by the Company or an Affiliate (collectively, the “**Payments**”) would (a) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (b) but for this Section 5.8, be subject to the excise tax imposed by Section 4999 of the Code, then the Payments shall be reduced (but not below zero) to the extent needed such that no portion of the Payments constitutes a “parachute payment” within the meaning of Section 280G of the Code; provided, that no reduction in the Payments shall be made by reason of this Section 5.8 unless, on an after-tax basis taking into account the excise tax imposed by Section

4999 of the Code together with all applicable income taxes, the Payments payable to Founder would be greater than if such reduction had not been made. Any reduction in the Payments required by the immediately preceding sentence shall be applied, first, against any cash severance payments, then against other payments and benefits to which Q&A 24(c) of Treasury Regulation Section 1.280G-1 does not apply, and finally against all remaining payments and benefits.

6. **Compliance Agreements.** Founder shall enter into a Compliance Agreement with the Company, in substantially the form attached hereto as Exhibit A, concurrently with the parties entering into this Agreement (the “**2025 Compliance Agreement**”). The 2025 Compliance Agreement will amend and replace the Compliance Agreement that Founder executed, dated April 3, 2014 in its entirety. The terms and conditions of the 2025 Compliance Agreement are specifically incorporated herein by reference. The obligation of the Company to make any payments or provide any compensation to or on behalf of Founder under Section 5.2, 5.3, or 5.4 of this Agreement, and Founder’s right to retain the same, is expressly conditioned upon Founder’s continued performance of Founder’s obligations under this Agreement, the Compliance Agreements, and any other agreement between Founder and the Company or an Affiliate (including any restrictive covenants therein). In addition to the other terms and conditions provided in this Agreement, the obligation of the Company to make any payments or provide any compensation to or on behalf of Founder under Section 5.2, 5.3, or 5.4 of this Agreement, and Founder’s right to retain the same, is expressly conditioned upon Founder’s continued performance of her obligations under this Agreement, the Compliance Agreements, and any other agreement between Founder and the Company or an Affiliate (including any restrictive covenants therein).

7. **Standards of Conduct.** Founder will conduct herself in an ethical and professional manner at all times and in accordance with applicable laws, regulations, and corporate policies or guidelines in effect from time to time, including the Code of Business Conduct and Ethics, and the ethical guidelines of applicable State licensing boards under which she is licensed and with which she is providing services to the Company.

8. **Indemnification.** Founder may be eligible for indemnification in accordance with the Indemnification Agreement executed and delivered by Founder as of August 20, 2014 (the “**Indemnification Agreement**”). The Indemnification Agreement remains in full force and effect and the terms and conditions thereof are specifically incorporated herein by reference. The obligation of the Company to make any indemnification payments to or on behalf of Founder under this Section 8, and Founder’s right to retain the same, is expressly conditioned upon Founder’s continued performance of the obligations under this Agreement. Founder will receive Directors’ and Officers’ insurance coverage to the same extent provided to officers of the Company under the Company’s Directors’ and Officers’ insurance policy.

8.1. **Proceeding.** In the event that (a) Founder was or is a party or is threatened to be made a party to any Proceeding by reason of Founder’s Corporate Status or (b) Founder was or is a party or is threatened to be made a party to any Proceeding by or in the right of the Company to procure a judgment in its favor by reason of Founder’s Corporate Status, Founder

shall be indemnified by the Company against all Expenses and Liabilities incurred or paid by Founder in connection with such Proceeding to the maximum extent permitted by applicable law (referred to herein as “**Indemnifiable Amounts**”). For purposes of this Section 8, the terms (i) “**Proceeding**” means any threatened, pending or completed claim, action, suit, arbitration, alternate dispute resolution process, investigation, administrative hearing, appeal, or any other proceeding, whether civil, criminal, administrative, arbitrative or investigative, whether formal or informal, (ii) “**Corporate Status**” means the status of Founder as an employee, officer and/or director of the Company, Parent Company or any of its Affiliates, as applicable, (iii) “**Expenses**” means all fees, costs and expenses incurred in connection with any Proceeding, including, without limitation, reasonable attorneys’ fees, disbursements and retainers, fees and disbursements of expert witnesses, private investigators and professional advisors (including, without limitation, accountants, counsels and investment bankers), court costs, transcript costs, fees of experts, travel expenses, duplicating, printing and binding costs, telephone and fax transmission charges, postage, delivery services, secretarial services and other disbursements and expenses and (iv) “**Liabilities**” means judgments, damages, liabilities, losses, penalties, excise taxes, and fines.

8.2. Advancement of Expenses. The Company agrees that the Company shall pay to Founder all Indemnifiable Amounts incurred by Founder in connection with any Proceeding, including a Proceeding by the right of the Company, in advance of the final disposition of such Proceeding, as the same are incurred; provided that Founder provides the Company with a written undertaking to repay the amount of Indemnifiable Amounts if it is finally determined by a court of competent jurisdiction that Founder is not entitled under this Agreement to indemnification with respect to such Indemnifiable Amounts.

8.3. Limitation on Indemnification. Founder shall not be entitled to any indemnification under this Section 8 if Founder knowingly violated any duty, responsibility or obligation imposed under this Agreement, the Compliance Agreement or any Company policy.

8.4. Change in Law. To the extent that a change in applicable law (whether by statute or judicial decision) shall permit broader indemnification or advancement of expenses than is provided under this Agreement, Founder shall be entitled to such broader indemnification and advancements, and this Agreement shall be deemed to be amended to such extent.

9. Representations and Warranties of the Company. The Company represents and warrants to Founder that the execution of this Agreement by the Company has been duly authorized by resolution of the Board.

10. Representations and Warranties of Founder. Founder represents and warrants to the Company that: (a) Founder has the proper skill, training, and background to perform under the terms of this Agreement in a competent and professional manner; (b) Founder will not infringe any intellectual property rights including patent, copyright, trademark, trade secret, or other proprietary right of any person; and (c) Founder will not use any trade secrets or confidential information of the Parent Company, Affiliates, or third parties other than as authorized and for the furtherance of the Business of the Group.

11. **Enforcement.** It is the desire and intent of the Parties that the provisions of this Agreement will be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, to the extent that a restriction contained in this Agreement is more restrictive than permitted by the laws of any jurisdiction whose law may be deemed to govern the review and interpretation of this Agreement, the terms of such restriction, for the purpose only of the operation of such restriction in such jurisdiction, will be the maximum restriction allowed by the laws of such jurisdiction and such restriction will be deemed to have been revised accordingly herein. A court having jurisdiction over an action arising out of or seeking enforcement of any restriction contained in this Agreement may modify the terms of such restriction in accordance with this Section 11.

12. **Dispute Resolution.** In the event the Parties hereto are unable to settle a dispute between them regarding this Agreement through friendly consultation, such dispute shall be referred to and finally settled by arbitration administered by JAMS in accordance its Employment Arbitration Rules & Procedures (the “**Arbitration Rules**”) in effect, which rules are deemed to be incorporated by reference into this Section 12 applying the laws of the State of New York, without regard to any principles of conflicts of laws that would result in the application of the laws of another jurisdiction. The arbitration tribunal shall consist of three (3) arbitrators to be appointed according to the Arbitration Rules (the “**Arbitration Board**”). The Arbitration Board shall decide any such dispute or claim strictly in accordance with the governing law specified in Section 14.5 of this Agreement. Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The costs and expenses of the arbitration, including the fees of the Arbitration Board, shall be borne equally by each party to the dispute or claim, and each party shall pay its own fees, disbursements and other charges of its counsel; provided that the Arbitration Board shall have the right to allocate the costs and expenses between each party as the Arbitration Board deems equitable. Any award made by the Arbitration Board shall be final and binding on each of the Parties that were Parties to the dispute. The Parties expressly agree to waive the applicability of any laws and regulations that would otherwise give the right to appeal the decisions of the Arbitration Board so that there shall be no appeal to any court of law for the award of the Arbitration Board, and a party shall not challenge or resist the enforcement action taken by any other party in whose favor an award of the Arbitration Board was given. Notwithstanding this agreement to arbitrate, the Parties agree that either party may seek provision remedies such as a temporary restraining order or a preliminary injunction from a court of competent jurisdiction in aid of arbitration. As a material part of this agreement to arbitrate claims, the Parties expressly waive all rights to a jury trial in court on all statutory or other claims. The Parties acknowledge and agree that no claims will be arbitrated on a class action or collective action basis.

13. **Covenant Against Assignment.** Founder may not, without the written consent of the Board, assign any rights or delegate any of the duties of Founder under this Agreement. As used in this provision, “assignment” and “delegation” shall mean any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law

or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

14. **Miscellaneous.**

14.1. **Notices.** Any notice, request, demand or other communication required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (a) the date of personal delivery, (b) the date of transmission by facsimile or e-mail, with confirmed transmission and receipt, (c) two (2) days after deposit with an internationally-recognized courier or overnight service such as Federal Express or DHL, or (d) five (5) days after mailing via certified mail, return receipt requested. All notices not delivered personally or by facsimile will be sent with postage and other charges prepaid and properly addressed to the party to be notified at the address set forth on the signature pages hereto.

14.2. **Gender; Time.** The Parties agree that any use of words in any gender in this Agreement shall also refer to the masculine, feminine, nonbinary, or neutral gender, as the case may require. Time is of the essence in performance of the rights and obligations under this Agreement.

14.3. **Survival.** The provisions set forth in Sections 5, 6, 8, 11, 12 and 14 of this Agreement (and any other provisions necessary to give effect to such provisions) shall survive Founder's termination of employment for any reason or termination of this Agreement.

14.4. **Binding Agreement; Benefit.** The provisions of this Agreement will be binding upon and will inure to the benefit of the respective heirs, legal representatives, and successors of the Parties.

14.5. **Governing Law.** This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to its principles or rules of conflict laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.

14.6. **Dispute Resolution.** To the fullest extent permitted by law, disputes, controversies, and claims between Founder and the Company shall be resolved through final and binding confidential arbitration in accordance with the Compliance Agreement.

14.6. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement by the other party must be in writing and will not operate or be construed as a waiver of any subsequent breach by such other party.

14.7. **Entire Agreement; Amendments.** This Agreement, together with the Compliance Agreement and Indemnification Agreement, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understanding among the Parties with respect thereto, including without limitation the Existing

Agreements. This Agreement may be amended only by an agreement in writing signed by each of the Parties.

14.8. Headings / Construction. The Section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties.

14.9. Severability. Subject to the provisions of Section 11 of this Agreement, any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

14.10. Assignment. This Agreement is personal in its nature and the parties hereto shall not, without the consent of the other party hereto, assign or transfer this Agreement or any rights or obligations hereunder; provided, however, that the rights and obligations of the Company hereunder shall be assignable and delegable in connection with any subsequent merger, consolidation, sale of all or substantially all of the assets or shares of the Parent Company or similar transaction involving the Parent Company or a successor corporation.

14.11. Further Assurances. Founder agrees to execute, acknowledge, seal, and deliver such further assurances, documents, applications, agreements, and instruments, and to take such further actions, as the Company may reasonably request in order to accomplish the purposes of this Agreement.

14.12. Costs. Each of the Parties shall pay all costs and expenses incurred or to be incurred by such party in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

14.13. Interpretation of this Agreement. This Agreement has been negotiated at arm's length between persons knowledgeable in the matters dealt with in this Agreement. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law, or any legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it, is of no application and is waived.

14.14. Counterparts. The Parties may execute this Agreement, with a manual or electronic signature, either in whole or in any number of counterparts. If in counterparts, those counterparts, as so delivered, shall together constitute one and the same document. The Parties agree that each such counterpart is an original and shall be binding upon the Parties, even though all of the Parties may not be signatories to the same counterpart.

14.15. No Third-Party Rights. Nothing in this Agreement is intended to grant to any third party (other than the parties' respective successors in title and permitted assigns) any right to enforce any term of this Agreement or to confer on any third party (other than the parties' respective successors in title and permitted assigns) any benefits under this Agreement. No person who is not a party to this Agreement shall have any right to enforce any term of this Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

COMPANY:

FOUNDER:

By: /s/ Peter Wirth

By: /s/ Samantha (Ying) Du

Date: May 2, 2025

Date: May 2, 2025

*[Signature Page to Du Employment Agreement]*

**EXHIBIT A**  
**COMPLIANCE AGREEMENT**

**AGREEMENT REGARDING CONFIDENTIALITY, TRADE SECRETS,  
INTELLECTUAL PROPERTY, COMPETITIVE ACTIVITIES AND ARBITRATION**

THIS AGREEMENT REGARDING CONFIDENTIALITY, TRADE SECRETS, INTELLECTUAL PROPERTY, COMPETITIVE ACTIVITIES AND ARBITRATION (this “**Agreement**”) is entered into between Zai Lab (US) LLC (the “**Company**”) and the undersigned employee of Company (“**I**,” “**me**,” “**you**,” or “**Employee**”). The Company, along with its Affiliates now has and expects to develop confidential and proprietary materials, trade secrets, and highly sensitive information of immeasurable value, as well as goodwill, which I recognize must be carefully protected for the Company to be successful. To induce the Company to employ me or continue to employ me and in exchange for valuable consideration, the receipt and sufficiency of which I expressly acknowledge, the Company and I hereby agree, intending to be legally bound, as follows:

For the purposes of this Agreement, the term “**Affiliates**” means, with respect to any specified person, any other person directly or indirectly controlling or controlled by or under direct, indirect or common control with such specified person. For the purposes of this definition, “control” when used with respect to any specified person means the power or authority, whether exercised or not, to direct the business management and/or policies of such person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

**1. Company Confidential Materials and Information.**

(a) Confidential Information. The following materials and information, whether having existed, now existing, or to be developed or created during the term of my employment by the Company (herein referred to collectively as the “**Confidential Information**”) are covered by this Agreement:

(1) All information relating to existing or proposed products or services based on proprietary technology of the Company or any of its Affiliates, whether owned or licensed by the Company and/or its Affiliates, and proprietary technology in various stages of research and development which are not generally known to the public (such as inventions, trade secrets, know-how, design specifications, technical or medical data, methodologies, procedures, techniques, information management processes, and strategies);

(2) All information relating to the products or services of the Company or any of its Affiliates, whether existing or in various stages of research and development, which is not generally known to the public (such as inventions, trade secrets, know-how, design specifications, technical or medical data, methodologies, procedures, techniques, information management processes, and strategies);

(3) All information not generally known to the public concerning or relating to the way the Company or any of its Affiliates conduct its business (such as internal business procedures, controls, plans, licensing techniques, contracts and practices, supplier, subcontractor and prime contractor names and contracts and other vendor information, computer system passwords and other computer security controls, financial information, distributor information, information supplied by clients and customers of the Company or any of its Affiliates, and employee data);

(4) All information not generally known to the public that pertains to the Company’s or any of its Affiliates’ marketing plans and strategies; forecasts and projections; marketing practices, procedures and policies; discounts; margins; costs; credit terms; pricing practices, procedures and policies; procedures and policies; and customer data including customer lists, information, contracts, representatives, requirements and needs, specifications, preferences, data provided by or about prospective, existing or past customers and contract terms applicable to such customers (such as customer lists, print-outs, databases, marketing plans, marketing reports, strategic business plans, marketing analyses and management reports, and listings of potential customers and leads);

(5) Any information pertaining to the Company or any of its Affiliates in addition to the foregoing not generally known to the public or within the industry or trade areas in which the Company or any of its Affiliates competes which gives the Company or any of its Affiliates any advantage over its competitors; and

(6) All physical embodiments of the foregoing information in any tangible form, whether written, electronic, or machine-readable in nature.

(b) General Knowledge. The general skills, knowledge, and experience gained during my employment with the Company or information publicly available is not considered Confidential Information. Also, upon termination of my employment with the Company for any reason, I shall not, subject to the provisions of Sections 3(a) and 3(b) below, be restricted from working with a person or entity which has independently developed information or materials similar to Confidential Information as long as I comply with my continuing obligations under this Agreement.

(c) Employee Obligations. During my employment with the Company, I acknowledge and agree that I will have access to Confidential Information and materials and will occupy a position of trust and confidence with respect to the Company's affairs and business. I agree to take the following steps to preserve the confidential and proprietary nature of Confidential Information and materials.

(1) Non-Use; Non-Disclosure. During and after my employment with the Company regardless of the reason why my employment ended, I will not use, disclose, transfer or delete any Confidential Information other than as authorized by the Company within the scope of my duties with the Company, and will not use in any way other than in the Company's business any Confidential Information, including information or material received by the Company from others and intended by the Company to be kept in confidence by its recipients. I understand that I am not allowed to sell, license, or otherwise exploit any products or services which embody or otherwise exploit in whole or in part any Confidential Information or materials.

(2) Disclosure Prevention. I will take all reasonable precautions to prevent the inadvertent or accidental disclosure of Confidential Information.

(3) Removal of Confidential Information. I will not remove any Confidential Information or documents, materials, or property containing Confidential Information from the Company's or any of its Affiliates' premises or make copies of such documents, materials, or property except for use in the Company's business and in accordance with the Company's policies regarding security of Confidential Information.

(4) Return All Materials. I will return to the Company all Confidential Information and all other documents, materials, and property of the Company or any of its Affiliates (including any copies of the foregoing) at any time upon the request of the Company, and in any event and without such request, immediately upon the termination of my employment with the Company regardless of the reason for termination. I agree not to retain any documents, materials, or property (including copies) containing any Confidential Information or otherwise belonging to the Company or any of its Affiliates after my employment ends, regardless of the reason. I agree to deliver and sign the "Termination Certificate" attached hereto as Exhibit A.

(5) Computer Security. During my employment with the Company, I agree to use only those Company computer resources (both on and off the Company's premises) for which I have been granted access and then only to the extent authorized. I agree to comply with the Company's policies and procedures concerning computer security.

(6) Communications Systems. I understand that the Company maintains an electronic mail system, a voice mail system, a computer network that includes access to the Internet, and related facilities for the purpose of business communications. I acknowledge that these systems, network, and related facilities, as well as all electronic or voice communications and all data or materials transmitted thereon, are Company property, and the Company retains the right to review any and all electronic mail communications, voice communications, internet sites accessed, and data and materials stored or transmitted, with or without notice, at any time.

(7) **Protected Activity Not Prohibited.** I understand that nothing in this Agreement limits or prohibits me from: (a) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board (“**Government Agencies**”), including disclosing documents or other information as permitted by law, without giving notice to, or receiving authorization from, the Company; (b) responding to any inquiry or legal process directed to me individually (and not directed to the Company and/or its subsidiaries) from any such Government Agencies; (c) testifying in an administrative, legislative or judicial proceeding concerning alleged criminal conduct or alleged unlawful employment practices when I have been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from a Government Agency or the legislature; (d) making truthful statements or disclosures regarding unlawful employment practices or criminal conduct; (e) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that I have reason to believe is unlawful; or (f) making any other disclosures that are protected under the whistleblower provisions of any applicable law, including, but not limited to responding to any inquiry about this Agreement or my employment by the Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other self-regulatory organization. Further, nothing in the Agreement shall prevent me from exercising my rights under Section 7 of the National Labor Relations Act, if any, including discussing the terms and conditions of my employment with others, assisting co-workers or former co-workers with workplace issues concerning the Company, or communicating with a union or the National Labor Relations Board about my employment with the Company.

(8) **DTSA Notice.** I have been advised of the Defend of Trade Secrets Act of 2016 which provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret under either of the following conditions: (a) where the disclosure is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) where the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The DTSA also provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

## 2. **Proprietary Information and Ideas and Inventions.**

(a) **Prior Information.** I agree to inform the Company of any apparent conflicts between my work for the Company and any pre-existing obligations I may have to preserve the confidentiality of another’s proprietary information or materials. Otherwise, by signing this Agreement and accepting employment with the Company, the Company may conclude that no such conflict exists, and I agree thereafter to make no such claim against the Company. I agree not to disclose to the Company or any of its Affiliates or use in the Company’s business any information or material relating to the business of any third party and intended by that party not to be disclosed to the Company or its Affiliates.

(b) **Ideas and Inventions.** Attached hereto as **Exhibit B** is a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to employment with the Company, which belong to me or a former employer, which relate to the Company’s business, and which are not assigned to the Company hereunder (collectively referred to as “**Prior Inventions**”); or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of employment with the Company, I incorporate or utilize any invention, improvement, development, concept, discovery, product, data, material, trade or other proprietary information owned by me or in which I have an interest, into or in connection with any product, service, process, composition, machine, or other property (including Confidential Information) of the Company, the Company is hereby granted and has a nonexclusive, royalty-free, fully paid-up, sublicensable (for multiple tiers), irrevocable, perpetual, worldwide license under such items and Intellectual Property therein to internally and externally reproduce, prepare derivative works based upon, display, perform, distribute, import, make, modify, use, offer to sell, and sell such items as part of or in connection with such product, service, process, composition, or machine, or other property.

(c) Disclosure and Assignment to the Company. To the maximum extent permitted by applicable law, I agree to promptly make full written disclosure to the Company and will hold in trust for the sole right and benefit of the Company or its designee, all rights, title, and interest in and to any and all inventions, developments, concepts, improvements, and trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice while I am performing services within the scope of my employment with the Company (either on the Company's premises or elsewhere) or utilizing Company facilities, or which I have solely or jointly conceived or developed or reduced to practice (other than the Prior Inventions) before my employment with the Company but relating to the Company's business, including any of its research and development projects (collectively referred to as "**Inventions**"), and to the extent not vested in the Company by operation of law under the United States Copyright Act, I hereby forever irrevocably transfer and assign to the Company, or its designee, all rights, title, and interest in and to all such Inventions and all Intellectual Property therein.

(d) Works of Authorship. I acknowledge and agree that all writings and works of authorship, including business planning documents, marketing materials, operations manuals, software program code, drawings, procedural diagrams, and other documentation of any kind prepared by me within the scope of employment with the Company are works made for hire and the property of the Company, including any copyrights on those writings; but to the extent any such writings and works prepared by me within the scope of employment with the Company may not, by operation of law or otherwise, be a work made for hire, I hereby forever irrevocably transfer and assign to the Company the ownership of copyright in such writings and works, whether published or unpublished.

(e) Moral Rights. I understand that the term "moral rights" means any rights of paternity or integrity, including any right to claim authorship of a copyrightable work, to object to a modification of such copyrightable work, and any similar right existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right." I forever hereby waive and agree never to assert any moral rights I may have in any copyrightable work that is assigned to the Company as a result of Section 2(d) hereof or that is owned by the Company, even after any termination of my employment with the Company.

(f) Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure, maintain and enforce the Company's rights in the Inventions and any copyrights, patents, mask work rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to such Inventions, and any copyrights, patents, mask work rights, or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to or owned by the Company, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters, patent or copyright registrations thereon with the same legal force and effect as if executed by me.

(g) Exclusions. This Agreement does not apply to an invention to the extent applicable to me and to the extent excluded by the New York law which provides that any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (a) relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (b) result from any work performed by the employee for the employer.

### 3. Non-Competition and Non-Solicitation.

I hereby agree to comply with the restrictions set forth in this Section 3.

(a) Non-Competition. I hereby covenant and agree that, during my employment with the Company and for a period of twelve (12) months following the termination of my employment, regardless of the reason therefor (in the aggregate, the “**Non-Competition Period**”), I will not, directly or indirectly, whether as an owner, partner, investor, consultant, agent, employee, co-venturer or otherwise, compete with the Business within the Restricted Area in any way that involves any of the services that I provided to the Company at any time during my employment with the Company or, with respect to the portion of the Non-Competition Period that follows the termination of my employment, during the last two (2) years of my employment with the Company. The foregoing, however, shall not prevent my passive ownership of two percent (2%) or less of the equity securities of any publicly traded company. As indicated above, at any time after the termination of this Agreement, I will not make use of the Company’s Confidential Information or information concerning any Invention, or any other confidential matter relating to the Company’s business that I may in any way acquire by reason of my employment with the Company. I acknowledge that the foregoing is narrowly tailored to protect legitimate business interests of the Company and does not unreasonably restrict my right to earn a living.

(b) Non-Solicitation. I hereby covenant and agree that both during my employment with the Company and for a period of twelve (12) months following the termination of my employment with the Company, however caused, I will not, on behalf of myself or any other person, except as authorized by Company within the scope of my duties with the Company: (i) solicit, recruit, or encourage any of Company’s or its Affiliates’ employees, consultants, or independent contractors to leave or terminate their employment or engagement with Company or such Affiliate; or (ii) otherwise interfere with the relationship between: (1) the Company and its employees, consultants, or independent contractors, or (2) the Company’s Affiliates and its employees, consultants, or independent contractors. For the purposes of this Agreement, an “employee,” “consultant,” or “independent contractor” of the Company or any of its Affiliates is any person who was such at any time within the twelve (12)-month period immediately preceding the activity restricted by this Section 3(b). This provision does not apply to any employee or contractor who responds to a general advertisement not targeted at any specific employees or contractors of the Company or to any employee or contractor who independently seeks employment with my subsequent employer through no solicitation or contact by me.

### 4. General Provisions.

(a) Definitions. For purposes of this Agreement, the following definitions applies:

(1) “**Business**” means any business that the Company or any of its Affiliates conduct or conducted at any time during my employment or which the Company or any of its Affiliates is actively engaged in planning to conduct at the time of my termination of employment.

(2) “**Intellectual Property**” means all trade secrets, know-how, copyrights, trademarks, patents and other intellectual property or proprietary rights (including renewals, extensions, the right of publication, publicity rights, and the right to claim priority).

(3) “**Restricted Area**” means any geographic area in which the Company or any of its Affiliates does business or is actively planning to do business during my employment with the Company or, with respect to the portion of the Non-Competition Period that follows the termination of my employment, in any geographic area in which I, at any time within the last two (2) years of my employment with the Company, provided services or had a material presence or influence.

(b) Enforcement/Severability. I acknowledge that the obligations in this Agreement have unique, very substantial and immeasurable value to the Company and its Affiliates, that the Company and its Affiliates are engaged in a highly competitive industry, that I am receiving significant consideration in connection with this Agreement and my employment with the Company, and that I have sufficient assets and skills to provide a livelihood for myself while such covenants remain in force. If I violate any duty to the Company or unlawfully take any confidential or

proprietary information or other property belonging to the Company, the Non-Competition Period will extend by the time during which I engage in such violation(s), for up to a total of two (2) years following the termination of my employment. In the event that any of the obligations in this Agreement shall be determined by any court of competent jurisdiction to be unenforceable by reason of their extending for too great a period of time or over too great a geographical area or by reason of their being too extensive in any other respect, such obligation shall be interpreted and modified to extend only over the maximum period of time for which it may be enforceable and over the maximum geographical area as to which it may be enforceable and to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action. If modification of such obligations is not possible, then the court shall sever such obligations and enforce each and every remaining obligation in this Agreement.

(c) Irreparable Harm/Waiver. I acknowledge that in the event of any breach or threatened breach by me of any of my obligations in this Agreement, the Company's business interests will be irreparably injured, the full extent of the Company's damages will be impossible to ascertain, and monetary damages may not be an adequate remedy for the Company. I therefore consent, in addition to any other right or remedy available to the Company, to enforcement of this Agreement by a temporary, preliminary, and/or permanent injunction, specific performance or other equitable relief. In the event of an injunction, I expressly waive any requirement that the Company post bond or security. I understand that the Company may waive some of the requirements expressed in this Agreement, but that such a waiver to be effective must be made in writing by the Company senior management and should not in any way be deemed a waiver of the Company's right to enforce any other requirements or provisions of this Agreement. All rights and remedies hereunder, and/or provided in law or equity or otherwise, are cumulative.

(d) Governing Law. Except as set forth herein, this Agreement will be governed by, and construed and enforced in accordance with, the laws of State of New York, without giving effect to its principles or rules of conflict laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.

(e) Dispute Resolution and Class Action Waiver. Any and all disputes, controversies and/or claims between you and the Company of any kind whatsoever shall be resolved through final and binding confidential arbitration pursuant to the Federal Arbitration Act ("FAA"), and administered by JAMS pursuant to its Employment Arbitration Rules & Procedures before a single arbitrator who is a retired judge. Notwithstanding this agreement to arbitrate, you and the Company agree that either party may seek provisional and interim remedies such as a temporary restraining order, injunction or other equitable relief, from a court of competent jurisdiction to the maximum extent permitted by law. This agreement to arbitrate shall include, without limitation, any and all disputes, controversies and/or claims against the Company or any of its Affiliates or the current or former partners, members, officers or employees of the Company or any of its Affiliates, whether arising under theories of liability or damages based on contract, tort or statute, to the fullest extent permitted by law. Such claims shall include, without limitation, claims for breach of contract or breach of the covenant of good faith and fair dealing, claims of discrimination or other claims under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, and/or any applicable or equivalent state or local laws, claims for wrongful termination, including employment termination in violation of public policy, and claims for personal injury including, without limitation, defamation, fraud and infliction of emotional distress. This agreement to arbitrate also covers any issues relating to the interpretation, applicability or enforceability of this arbitration agreement. The only claims not covered by this agreement to arbitrate are claims for benefits under workers' compensation or unemployment insurance statutes and other claims that cannot be arbitrated pursuant to applicable law. As a material part of this agreement to arbitrate claims, both you and the Company expressly waive all rights to a jury trial in court on all statutory or other claims, including, without limitation, those identified in this arbitration agreement. You also acknowledge and agree that all such claims must be arbitrated in a party's individual capacity, and not as a member or representative of a class, collective or representative action. Any arbitration hereunder shall take place in New York. The arbitrator shall permit adequate discovery, shall issue a written award, and is authorized to award any type of relief recoverable in court. No arbitration under this arbitration agreement shall be subject to the JAMS Class Action Procedures or the JAMS Employment Arbitration Minimum Standards. You and the Company agree that any award of the arbitrator shall be final, conclusive and binding and that you will not contest any action by any other party thereto in accordance with the award of the arbitrator. It is specifically understood and agreed that any party hereto may enforce any award rendered pursuant to the arbitration by bringing

suit in any court of competent jurisdiction. Subject to the determination of the arbitrator, all reasonable fees, costs, and expenses (including reasonable attorneys' fees, expenses, and costs) incurred by the prevailing party in any arbitration shall be borne by the other party. Any claim must be brought to arbitration within the statute of limitations for bringing such claim in court or before the appropriate administrative agency, as applicable. The parties understand and agree that this is an agreement to arbitrate under the FAA and that enforceability of this Agreement will be decided in accordance with the FAA. The parties agree that the Company is engaged in transactions involving interstate commerce. You understand that nothing in this arbitration agreement limits your right to report possible violations of law or regulation with any federal government agency or official or similar state or local agency or official, participate in a proceeding with such agency or otherwise make any truthful statements or disclosures required by law, regulation or legal process.

(f) Publications. I agree not to submit any writing for publication or deliver any speech that contains any information relating to the Business unless I receive advance written clearance from an authorized representative of the Company.

(g) Publicity and Waiver. To the maximum extent permitted by law, the Company and its designees may create photographs and recordings of me in connection with any works, materials, products, services, operation or business of the Company or any of its Affiliates, and I hereby grant to the Company and its Affiliates and designees, without additional consideration, the right to reproduce, use, modify, display, publish and distribute my name, voice, signatures, photographs, images, recordings, videos, and likeness produced or provided in the course of employment with the Company as well as their derivative works and copies (the "**Likenesses**"), publicly and perpetually, in connection with any works, materials, products, services, operation or business of the Company or any of Affiliates, including technical, marketing, and/or disclosure materials published by or for the Company. To the maximum extent permitted by applicable law, I waive and agree not to assert any and all rights and claims I may have, before or after the date hereof, in or with respect to any Invention or any Likenesses.

(h) Miscellaneous. This Agreement is my entire agreement with the Company with respect to the subject matter referred to herein, superseding any prior oral, written, express, or implied negotiations and agreements; provided, however, that this Agreement shall not terminate or supersede any additional obligations I may have pursuant to any other agreement or under applicable law with respect to confidentiality, assignment of rights to intellectual property or the like. This Agreement may not be changed in any respect except by a written agreement signed by both myself and an officer of the Company. If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement. I acknowledge that this Agreement is not meant to constitute a contract of employment for a specific duration or term, and that my employment with the Company is at-will unless otherwise agreed to in a separate writing and signed by an authorized representative of the Company. The Company and I will retain the right to terminate my employment at any time, with or without notice or cause. Each of the terms "include," "includes," and "including" is deemed to be followed by "without limitation."

(i) Acknowledgment of Voluntariness and Time to Review. I hereby acknowledge that:

- (1) I have read this Agreement and understand all of its terms and provisions;
- (2) I acknowledge and confirm that I have had a reasonable time to review and consider this Agreement; and
- (3) the Company hereby advises me to consult an attorney prior to signing this Agreement.

I further agree to provide any of my subsequent employer(s) notice of my continuing obligations to the Company as set forth herein and I further grant consent to the Company to

notify any of my subsequent employers or other business affiliates of my continuing obligations to the Company as set forth in this Agreement.

I AGREE THAT BY SIGNING BELOW, I WILL BE BOUND BY THIS AGREEMENT.

*[Signature Page to Follow]*

I AGREE THAT BY SIGNING BELOW, I WILL BE BOUND BY THIS AGREEMENT.

/s/ Samantha (Ying) Du  
(Signature)

Samantha (Ying) Du  
(Print Name)

Accepted and agreed to on  
behalf of Zai Lab (US) LLC

By: /s/ Mandy Li

Name: Mandy Li

Title: Authorized Signatory

Date: May 1, 2025

*[Signature Page to Compliance Agreement]*

**EXHIBIT A**

TERMINATION CERTIFICATE

This is to certify that I do not have in my possession, and that I have returned to Zai Lab (US) LLC (the “**Company**”) in compliance with this Agreement Regarding Confidentiality, Trade Secrets, Intellectual Property, Competitive Activities and Arbitration between me and the Company (the “**Compliance Agreement**”), all Confidential Information (as that term is defined in Section 1 of the Compliance Agreement) of the Company and all other documents, materials, and property of the Company (including any copies of the foregoing).

I further certify that I have complied with all the terms of the Compliance Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by the Compliance Agreement. Except to the extent set forth below, I acknowledge and agree that I have no prior inventions or original works of authorship other than those, if any, identified by me on Exhibit B to the Compliance Agreement at the time that I signed the Compliance Agreement.

Termination Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)



**Certification by the Principal Executive Officer  
Pursuant to Exchange Act Rule 13a-14(a),  
As Adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Samantha (Ying) Du, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2025 of Zai Lab Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 7, 2025

/s/ Samantha (Ying) Du

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Samantha (Ying) Du  
Chief Executive Officer  
*(Principal Executive Officer)*

**Certification by the Principal Financial Officer  
Pursuant to Exchange Act Rule 13a-14(a),  
As Adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Yajing Chen, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2025 of Zai Lab Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 7, 2025

/s/ Yajing Chen

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Yajing Chen

Chief Financial Officer

*(Principal Financial and Accounting Officer)*

**Certification by the Principal Executive Officer  
Pursuant to 18 U.S.C. Section 1350,  
As Adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q for the quarter ended June 30, 2025 of Zai Lab Limited (the “Company”), as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Samantha (Ying) Du, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

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

Date: August 7, 2025

/s/ Samantha (Ying) Du  
\_\_\_\_\_  
Samantha (Ying) Du  
Chief Executive Officer  
(Principal Executive Officer)

**Certification by the Principal Financial Officer  
Pursuant to 18 U.S.C. Section 1350,  
As Adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q for the quarter ended June 30, 2025 of Zai Lab Limited (the “Company”), as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Yajing Chen, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

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

Date: August 7, 2025

/s/ Yajing Chen

Yajing Chen

Chief Financial Officer

*(Principal Financial and Accounting Officer)*