

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 September 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

zaiLab

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 October 31, 2025, 1,105,937,600 ordinary shares of the registrant, par value \$0.000006 per share, were outstanding, of which 355,325,670 ordinary shares were held in the form of American Depositary Shares.

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

	Page
PART I.	
FINANCIAL INFORMATION	
Item 1. Financial Statements (Unaudited)	1
Condensed Consolidated Balance Sheets as of September 30, 2025 and December 31, 2024	2
Condensed Consolidated Statements of Operations for the Three and Nine Months Ended September 30, 2025 and 2024	3
Condensed Consolidated Statements of Comprehensive Loss for the Three and Nine Months Ended September 30, 2025 and 2024	4
Condensed Consolidated Statements of Shareholders' Equity for the Three and Nine Months Ended September 30, 2025 and 2024	5
Condensed Consolidated Statements of Cash Flows for the Nine Months Ended September 30, 2025 and 2024	7
Notes to the Unaudited Condensed Consolidated Financial Statements	8
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	18
Item 3. Quantitative and Qualitative Disclosures about Market Risk	28
Item 4. Controls and Procedures	30
PART II.	
OTHER INFORMATION	
Item 1. Legal Proceedings	31
Item 1A. Risk Factors	31
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	31
Item 3. Defaults upon Senior Securities	31
Item 4. Mine Safety Disclosures	31
Item 5. Other Information	31
Item 6. Exhibits	32
Signatures	33

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;
-

- 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.

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	September 30, 2025	December 31, 2024
Assets			
Current assets			
Cash and cash equivalents	3	717,155	449,667
Restricted cash, current		100,000	100,000
Short-term investments		—	330,000
Accounts receivable (net of allowance for credit losses of \$25 as of both September 30, 2025 and December 31, 2024, respectively)		85,377	85,178
Notes receivable		19,628	4,233
Inventories, net	4	67,135	39,875
Prepayments and other current assets		43,653	41,527
Total current assets		1,032,948	1,050,480
Restricted cash, non-current		1,115	1,114
Property and equipment, net	5	48,868	47,961
Operating lease right-of-use assets		15,751	21,496
Land use rights, net		2,852	2,907
Intangible assets, net	6	55,278	56,027
Other non-current assets		2,128	5,768
Total assets		1,158,940	1,185,753
Liabilities and shareholders' equity			
Current liabilities			
Accounts payable		99,706	100,906
Current operating lease liabilities		5,496	8,048
Short-term debt	10	203,026	131,711
Other current liabilities	11	51,541	58,720
Total current liabilities		359,769	299,385
Deferred income		28,061	31,433
Non-current operating lease liabilities		10,840	13,712
Other non-current liabilities		325	325
Total liabilities		398,995	344,855
Commitments and contingencies (Note 17)			
Shareholders' equity			
Ordinary shares (par value of \$0.000006 per share; 5,000,000,000 shares authorized; 1,113,299,160 and 1,082,614,740 shares issued as of September 30, 2025 and December 31, 2024, respectively; 1,105,865,950 and 1,077,702,540 shares outstanding as of September 30, 2025 and December 31, 2024, respectively)		7	7
Additional paid-in capital		3,327,557	3,264,295
Accumulated deficit		(2,578,211)	(2,453,083)
Accumulated other comprehensive income		39,645	50,515
Treasury Stock (at cost, 7,433,210 and 4,912,200 shares as of September 30, 2025 and December 31, 2024, respectively)		(29,053)	(20,836)
Total shareholders' equity		759,945	840,898
Total liabilities and shareholders' equity		1,158,940	1,185,753

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 September 30,		Nine Months Ended September 30,	
		2025	2024	2025	2024
Revenues					
Product revenue, net	7	115,361	101,847	330,095	289,102
Collaboration revenue	7	734	418	2,464	816
Total revenues		116,095	102,265	332,559	289,918
Expenses					
Cost of product revenue		(46,764)	(36,569)	(128,219)	(105,336)
Cost of collaboration revenue		(119)	(348)	(531)	(433)
Research and development		(47,928)	(65,982)	(159,271)	(182,252)
Selling, general, and administrative		(70,106)	(67,219)	(204,566)	(216,123)
Loss from operations		(48,822)	(67,853)	(160,028)	(214,226)
Interest income		8,345	9,029	25,794	28,017
Interest expenses		(1,400)	(745)	(3,848)	(1,350)
Foreign currency gains		6,422	14,457	9,909	8,281
Other income (expense), net	15	(508)	3,441	3,045	3,859
Loss before income tax		(35,963)	(41,671)	(125,128)	(175,419)
Income tax expense	8	—	—	—	—
Net loss		(35,963)	(41,671)	(125,128)	(175,419)
Loss per share - basic and diluted	9	(0.03)	(0.04)	(0.11)	(0.18)
Weighted-average shares used in calculating net loss per ordinary share - basic and diluted		1,102,072,680	981,687,390	1,091,690,340	976,941,030

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 \$)

	<u>Three Months Ended September 30,</u>		<u>Nine Months Ended September 30,</u>	
	<u>2025</u>	<u>2024</u>	<u>2025</u>	<u>2024</u>
Net loss	(35,963)	(41,671)	(125,128)	(175,419)
Other comprehensive loss, net of tax of nil:				
Foreign currency translation adjustments	(6,703)	(14,503)	(10,870)	(9,356)
Comprehensive loss	(42,666)	(56,174)	(135,998)	(184,775)

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
Issuance of ordinary shares upon vesting of restricted shares	593,670	0	0	—	—	—	—	—
Exercise of share options	8,672,580	0	2,143	—	—	—	—	2,143
Receipt of shares netted to satisfy tax withholding obligations related to share-based compensation	—	—	—	—	—	(2,513,190)	(8,190)	(8,190)
Share-based compensation	—	—	16,923	—	—	—	—	16,923
Net loss	—	—	—	(35,963)	—	—	—	(35,963)
Foreign currency translation	—	—	—	—	(6,703)	—	—	(6,703)
Balance at September 30, 2025	1,113,299,160	7	3,327,557	(2,578,211)	39,645	(7,433,210)	(29,053)	759,945

	Ordinary Shares				Accumulated other comprehensive income	Treasury Stock		
	Number of Shares	Amount	Additional paid in capital	Accumulated deficit		Shares	Amount	Total
		\$	\$	\$			\$	\$
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	—	—	—	—	—
Exercise of share options	—	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
Issuance of ordinary shares upon vesting of restricted shares	393,850	0	0	—	—	—	—	—
Exercise of share options	2,564,180	0	2,869	—	—	—	—	2,869
Share-based compensation	—	—	16,795	—	—	—	—	16,795
Net loss	—	—	—	(41,671)	—	—	—	(41,671)
Foreign currency translation	—	—	—	—	(14,503)	—	—	(14,503)
Balance at September 30, 2024	989,268,370	6	3,031,628	(2,371,399)	28,270	(4,912,200)	(20,836)	667,669

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 \$)

	Nine Months Ended September 30,	
	2025	2024
Cash flows from operating activities		
Net loss	(125,128)	(175,419)
Adjustments to reconcile net loss to net cash used in operating activities:		
Allowance for credit losses	—	(3)
Inventory write-down	919	814
Depreciation and amortization expenses	11,094	8,824
Amortization of deferred income	(3,991)	(2,518)
Share-based compensation	49,696	53,413
Loss from fair value changes of equity investment with readily determinable fair value	1,912	6,067
Losses on disposal of property and equipment	235	451
Noncash lease expenses	7,249	6,104
Debt issuance costs	194	700
Foreign currency remeasurement impact	(9,909)	(8,281)
Changes in operating assets and liabilities:		
Accounts receivable	726	9,712
Notes receivable	(15,223)	(12,901)
Inventories	(28,112)	4,403
Prepayments and other current assets	(1,789)	(10,767)
Other non-current assets	599	(989)
Accounts payable	(426)	6,545
Other current liabilities	(6,769)	(36,854)
Operating lease liabilities	(6,405)	(6,853)
Deferred income	361	(1,548)
Net cash used in operating activities	(124,767)	(159,100)
Cash flows from investing activities		
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	(7,424)	(3,057)
Proceeds from the sale of property and equipment	85	29
Acquisition of intangible assets	(4,702)	(40,711)
Net cash provided by (used in) investing activities	319,162	(27,439)
Cash flows from financing activities		
Proceeds from short-term debt	185,564	111,738
Repayment of short-term bank borrowings	(116,941)	(282)
Payments of debt issuance costs	(194)	(700)
Proceeds from exercises of stock options	13,426	1,321
Payments of public offering costs	(854)	—
Employee taxes paid related to net share settlement of equity awards	(8,218)	—
Net cash provided by financing activities	72,783	112,077
Effect of foreign exchange rate changes on cash, cash equivalents and restricted cash	311	402
Net increase (decrease) in cash, cash equivalents and restricted cash	267,489	(74,060)
Cash, cash equivalents and restricted cash - beginning of period	550,781	791,264
Cash, cash equivalents and restricted cash - end of period	818,270	717,204
Supplemental disclosure on non-cash investing and financing activities		
Payables for purchase of property and equipment	468	2,612
Payables for acquisition of intangible assets	1,158	11,358
Payables for public offering costs	168	—
Right-of-use asset acquired under operating leases	—	3,945
Receivables for stock option exercise under equity incentive plans	239	1,593
Supplemental disclosure of cash flow information		
Cash paid for interest	3,610	1,169

The accompanying notes are an integral part of these 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 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 September 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 the 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):

	September 30, 2025	December 31, 2024
Cash	715,953	448,508
Cash equivalents (i)	1,202	1,159
	<u>717,155</u>	<u>449,667</u>
Denominated in:		
US\$	689,233	429,887
Renminbi (“RMB”) (ii)	25,558	18,979
Hong Kong dollar (“HK\$”)	1,474	114
Australian dollar (“A\$”)	535	522
Taiwan dollar (“TW\$”)	355	165
	<u>717,155</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):

	September 30, 2025	December 31, 2024
Finished goods	40,640	24,063
Raw materials	22,570	13,268
Work in progress	3,925	2,544
Inventories, net	<u>67,135</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 \$0.6 million and \$0.9 million in the three and nine months ended September 30, 2025, respectively, and an insignificant amount and \$0.8 million in the three and nine months ended September 30, 2024, respectively.

5. Property and Equipment, Net

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

	September 30, 2025	December 31, 2024
Office equipment	1,242	1,230
Electronic equipment	10,225	9,211
Vehicle	198	196
Laboratory equipment	20,405	20,516
Manufacturing equipment	17,637	17,493
Leasehold improvements	14,671	11,306
Building	24,330	—
Construction in progress	748	25,129
	<u>89,456</u>	<u>85,081</u>
Less: accumulated depreciation	(40,588)	(37,120)
Property and equipment, net	<u>48,868</u>	<u>47,961</u>

Depreciation expense was \$2.4 million and \$6.7 million in the three and nine months ended September 30, 2025, respectively, and \$2.1 million and \$6.6 million in the three and nine months ended September 30, 2024, respectively.

6. Intangible Assets, Net

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

	September 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	60,799	(6,644)	54,155	57,104	(2,637)	54,467
Software	4,414	(3,291)	1,123	4,360	(2,800)	1,560
Total	<u>65,213</u>	<u>(9,935)</u>	<u>55,278</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 \$4.4 million in the three and nine months ended September 30, 2025, respectively, and \$0.7 million and \$2.3 million in the three and nine months ended September 30, 2024, respectively. The weighted-average remaining amortization period for intangible assets for commercial products and software was 8.8 years and 2.4 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 September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Product revenue - gross	127,103	107,678	355,965	307,401
Less: Rebates and sales returns	(11,742)	(5,831)	(25,870)	(18,299)
Product revenue - net	115,361	101,847	330,095	289,102

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 September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
ZEJULA	42,432	48,227	133,002	138,727
VYVGART / VYVGART Hytrulo	27,727	27,265	72,329	63,617
NUZYRA	15,430	9,997	44,840	32,205
OPTUNE	12,657	7,715	36,375	32,779
QINLOCK	8,901	8,643	25,946	21,774
XACDURO	6,445	—	12,184	—
AUGTYRO	1,677	—	4,702	—
Other (i)	92	—	717	—
Product revenue - net	115,361	101,847	330,095	289,102

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

Collaboration Revenue

Collaboration revenue was \$0.7 million and \$2.5 million in the three and nine months ended September 30, 2025, respectively, and \$0.4 million and \$0.8 million in the three and nine months ended September 30, 2024, respectively, 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 September 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 September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Numerator:				
Net loss	(35,963)	(41,671)	(125,128)	(175,419)
Denominator:				
Weighted-average number of ordinary shares - basic and diluted	1,102,072,680	981,687,390	1,091,690,340	976,941,030
Net loss per share - basic and diluted	(0.03)	(0.04)	(0.11)	(0.18)

As a result of the Company's net loss in the three and nine months ended September 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.

	September 30,	
	2025	2024
Share options	81,532,890	105,188,950
Non-vested restricted shares	25,790,340	32,875,090

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 September 30, 2025 (\$ in thousands):

	Weighted-average	September 30, 2025
	interest rate per annum	
Bank of China Working Capital Loans	2.42 %	68,678
SPD Bank Working Capital Loans	2.80 %	42,221
China Merchants Bank Working Capital Loans	2.85 %	42,925
Bank of Communications Working Capital Loans	2.75 %	42,221
Ningbo Bank Discounted Bills	1.60 %	6,981
Total short-term debt	2.63 %	203,026

Bank of China Working Capital Loan Facility

The Company has 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, 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 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 RMB250.0 million facility. The credit facility was available for one year and expired in July 2025. In August 2025, the Company entered into a new revolving credit facility with CMB, which replaced its previous RMB250.0 million credit facility that expired in July. 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. 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 credit facility expired in September 2025. 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.

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. Each discounted bill has a 6-month term.

11. Other Current Liabilities

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

	September 30, 2025	December 31, 2024
Accrued payroll	24,428	30,198
Accrued professional service fees	4,240	5,728
Payables for purchase of property and equipment	468	449
Accrued rebate to distributors	14,885	10,839
Tax payables	4,727	5,154
Other (i)	2,793	6,352
Total	51,541	58,720

(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 September 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 nine months ended September 30, 2025, the Company granted share options to purchase up to 7,343,210 ordinary shares and restricted shares representing 8,446,600 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 September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Selling, general and administrative	10,945	10,404	32,415	31,861
Research and development	5,978	6,391	17,281	21,552
Total	16,923	16,795	49,696	53,413

As of September 30, 2025, there was unrecognized share-based compensation expense related to unvested share options and unvested restricted shares of \$54.4 million and \$65.6 million, respectively, which the Company expects to recognize over a weighted-average period of 2.30 years and 2.26 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* in the 2024 Annual Report. In the nine months ended September 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 nine months ended September 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 September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Government grants	854	3,861	4,720	7,186
Loss on equity investments with readily determinable fair value	—	(920)	(1,912)	(6,067)
Other miscellaneous gain (loss)	(1,362)	500	237	2,740
Total	(508)	3,441	3,045	3,859

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 nine months ended September 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 both September 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 September 30, 2025, the Company's commitments were \$0.7 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 from September 30, 2025.

(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 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 September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Personnel compensation and related costs	21,539	23,405	68,067	82,622
Licensing fees	—	22,634	19,997	22,634
CROs/CMOs/Investigators expenses	18,707	13,004	48,472	57,213
Other costs	7,682	6,939	22,735	19,783
Total research and development expenses	47,928	65,982	159,271	182,252

Zai Lab Limited**Notes to the unaudited condensed consolidated financial statements**

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Clinical programs	18,179	23,060	63,236	63,196
Pre-Clinical programs	1,982	14,461	10,365	19,649
Unallocated research and development expenses	27,767	28,461	85,670	99,407
Total research and development expenses	47,928	65,982	159,271	182,252

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Personnel compensation and related costs	41,320	39,984	124,642	134,157
Other costs	28,786	27,235	79,924	81,966
Total selling, general, and administrative expenses	70,106	67,219	204,566	216,123

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Selling and marketing expenses	47,179	43,473	135,882	140,342
General and administrative expenses	22,927	23,746	68,684	75,781
Total selling, general, and administrative expenses	70,106	67,219	204,566	216,123

19. Subsequent Events

On October 13, 2025, the Company entered into a maximum amount guarantee contract with Industrial Bank Co., Ltd., Shanghai Gubei Branch (“CIB”) pursuant to which the Company will guarantee working capital loans of up to RMB300 million (approximately \$42.1 million) from CIB to our wholly-owned subsidiary, Zai Lab Shanghai, and Zai Lab Shanghai entered into a credit line contract with CIB with respect to the RMB300 million revolving credit facility. The credit facility will be available until May 5, 2026, 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 nine months ended September 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. 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 \$115.4 million for the third quarter of 2025, an increase of 13% compared to the prior year period, primarily due to higher sales of NUZYRA, supported by increasing market coverage and penetration, and XACDURO, which was launched since the fourth quarter of 2024. 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

- **Zocilurtatug Pelitecan (Zoci, DLL3 ADC) (formerly ZL-1310):** In October 2025, we presented updated data from the global Phase I clinical trial evaluating zoci for the treatment of patients with ES-SCLC at the AACR-NCI-EORTC International Conference. The data demonstrated a best overall response rate of 68% in 2L patients treated at the 1.6 mg/kg dose in ES-SCLC. The median duration of response was 6.1 months across all patients and is clinically meaningful in this population with advanced disease. Meaningful activity in patients with brain metastases was also observed, including an 80% response rate in patients with untreated brain metastases. The data also demonstrated a well-tolerated safety profile at 1.6 mg/kg, with Grade \geq 3

treatment-related adverse events of 13%, no Grade ≥ 2 interstitial lung disease, and no drug discontinuations. We have initiated a global registrational study of zoci monotherapy in 2L+ SCLC.

- **Tisotumab Vedotin (TIVDAK, Tissue Factor ADC):** In September 2025, the Hong Kong Department of Health approved TIVDAK in Hong Kong for the treatment of adult patients with recurrent or metastatic cervical cancer with disease progression on or after chemotherapy. TIVDAK is currently under regulatory review for its Biologics License Application by the NMPA, which was accepted in March 2025.
- **Bemarituzumab:** In September 2025, our partner Amgen announced that the descriptive follow-up analysis of the Phase III FORTITUDE-101 clinical trial evaluating bemarituzumab in FGFR2b positive 1L gastric cancer has been completed. At the pre-specified interim analysis (the primary analysis), overall survival was significantly improved with bemarituzumab plus chemotherapy (mFOLFOX6) versus chemotherapy alone (median OS of 17.9 months versus 12.5 months). However, at the follow-up analysis, the magnitude of the previously observed survival benefit attenuated (median OS of 14.5 months versus 13.2 months). Data was presented in October 2025 at the ESMO conference in Berlin. In November 2025, Amgen announced that FORTITUDE-102, a Phase Ib/III study evaluating bemarituzumab in combination with nivolumab and chemotherapy in the same patient population, was stopped.
- **Tumor Treating Fields (TTFields):** In August 2025, the NMPA granted Innovative Medical Device Designation for TTFields therapy for patients with pancreatic cancer based on the positive results from the Phase III PANOVA-3 trial. This designation offers opportunities to expedite the regulatory review and approval process. 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. We participated in the study in Greater China. We plan to file for regulatory approval in mainland China in the fourth quarter of 2025.

Immunology, Neuroscience, and Infectious Disease

- **ZL-1503 (IL-13 / IL-31):** In November 2025, we initiated a global Phase I/Ib study to evaluate safety, tolerability, and pharmacokinetics of ZL-1503 in healthy volunteers and participants with moderate to severe atopic dermatitis.
- **Efgartigimod (FcRn):** In August 2025, our partner argenx announced topline results from the pivotal ADAPT SERON study of VYVGART in patients with AChR-Ab seronegative gMG. The study met its primary endpoint (p-value=0.0068), demonstrating that AChR-Ab seronegative gMG patients treated with VYVGART achieved a statistically significant and clinically meaningful improvement in MG-ADL (Myasthenia Gravis Activities of Daily Living) total score compared to placebo. Based on these results, argenx plans to submit an sBLA to the FDA seeking expansion of the VYVGART label to include adult AChR-Ab seronegative gMG patients. VYVGART was well tolerated and safe across AChR-Ab seronegative subtypes and consistent with the established safety profile in patients with AChR-Ab seropositive gMG and other indications. No new safety concerns were identified. We participated in the study in Greater China and are considering a potential China regulatory submission.

In September 2025, we joined the registrational UNITY study of the subcutaneous formulation of efgartigimod given by pre-filled syringe in Sjorgen's disease in Greater China.

- **Xanomeline-Trospium (or KarXT) (M1/M4-agonist):** In September 2025, the "China Schizophrenia Prevention and Treatment Guidelines (2025 Edition)" were officially released, and KarXT was included for the first time, marking the first national-level guideline globally to include KarXT. The guidelines emphasize KarXT's broad efficacy across all three symptom domains (positive, negative, and cognitive symptoms) and

its unique safety profile, supporting long-term adherence and functional recovery. The NMPA accepted the NDA for KarXT for the treatment of schizophrenia in January 2025.

- **Povetacicept (Pove, APRIL/BAFF):** In September 2025, our partner Vertex announced that the FDA had granted Breakthrough Therapy Designation to pove for the treatment of IgA nephropathy. We participated in the global Phase III RAINIER study of pove in patients with IgAN in Greater China. Vertex has completed full enrollment of the Phase III study, including the interim analysis cohort for potential accelerated approval in the United States.

Organizational Updates

During the third quarter, we continued to strengthen our business through key new additions to our global leadership team. For example, we appointed Dr. Shan He as Senior Vice President, Chief Business Officer in September 2025. Dr. He is a respected leader with deep expertise in healthcare strategy, capital markets, and entrepreneurship. She will be responsible for leading and directing strategy for business development and strategic partnerships. We also announced the creation of our Oncology Scientific Advisory Board (“SAB”) in August 2025. This newly formed Oncology SAB is comprised of distinguished oncology leaders and will support the advancement of our robust oncology products and pipeline, including multiple internally developed investigational therapies.

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 September 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 September 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 nine months ended September 30, 2025 compared to the same periods in 2024.

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

	Three Months Ended September 30,		Change		Nine Months Ended September 30,		Change	
	2025	2024	\$	%	2025	2024	\$	%
Revenues								
Product revenue, net	115,361	101,847	13,514	13 %	330,095	289,102	40,993	14 %
Collaboration revenue	734	418	316	76 %	2,464	816	1,648	202 %
Total revenues	116,095	102,265	13,830	14 %	332,559	289,918	42,641	15 %
Expenses								
Cost of product revenue	(46,764)	(36,569)	(10,195)	28 %	(128,219)	(105,336)	(22,883)	22 %
Cost of collaboration revenue	(119)	(348)	229	(66)%	(531)	(433)	(98)	23 %
Research and development	(47,928)	(65,982)	18,054	(27)%	(159,271)	(182,252)	22,981	(13)%
Selling, general, and administrative	(70,106)	(67,219)	(2,887)	4 %	(204,566)	(216,123)	11,557	(5)%
Loss from operations	(48,822)	(67,853)	19,031	(28)%	(160,028)	(214,226)	54,198	(25)%
Interest income	8,345	9,029	(684)	(8)%	25,794	28,017	(2,223)	(8)%
Interest expenses	(1,400)	(745)	(655)	88 %	(3,848)	(1,350)	(2,498)	185 %
Foreign currency gains	6,422	14,457	(8,035)	(56)%	9,909	8,281	1,628	20 %
Other income (expense), net	(508)	3,441	(3,949)	(115)%	3,045	3,859	(814)	(21)%
Loss before income tax	(35,963)	(41,671)	5,708	(14)%	(125,128)	(175,419)	50,291	(29)%
Income tax expense	—	—	—	— %	—	—	—	— %
Net loss	(35,963)	(41,671)	5,708	(14)%	(125,128)	(175,419)	50,291	(29)%

Revenues

Product Revenue, Net

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

	Three Months Ended September 30,		Change		Nine Months Ended September 30,		Change	
	2025	2024	\$	%	2025	2024	\$	%
ZEJULA	42,432	48,227	(5,795)	(12)%	133,002	138,727	(5,725)	(4)%
VYVGART / VYVGART Hytrulo	27,727	27,265	462	2 %	72,329	63,617	8,712	14 %
NUZYRA	15,430	9,997	5,433	54 %	44,840	32,205	12,635	39 %
OPTUNE	12,657	7,715	4,942	64 %	36,375	32,779	3,596	11 %
QINLOCK	8,901	8,643	258	3 %	25,946	21,774	4,172	19 %
XACDURO	6,445	—	6,445	NM	12,184	—	12,184	NM
AUGTYRO	1,677	—	1,677	NM	4,702	—	4,702	NM
Other (i)	92	—	92	NM	717	—	717	NM
Total product revenue, net	115,361	101,847	13,514	13 %	330,095	289,102	40,993	14 %

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 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 \$13.5 million and \$41.0 million in the three and nine months ended September 30, 2025, respectively, primarily due to NUZYRA, supported by increasing market coverage and penetration, XACDURO, which was launched since the fourth quarter of 2024, and higher sales of VYVGART, driven by an extension of duration of therapy and increasing market 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 \$10.2 million and \$22.9 million in the three and nine months ended September 30, 2025, respectively, primarily due to increasing sales volumes.

Collaboration Revenue and Cost of Collaboration Revenue

In the three and nine months ended September 30, 2025, collaboration revenue increased by \$0.3 million and \$1.6 million, respectively, and cost of collaboration revenue increased by \$0.2 million and \$0.1 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 September 30,		Change		Nine Months Ended September 30,		Change	
	2025	2024	\$	%	2025	2024	\$	%
Personnel compensation and related costs	21,539	23,405	(1,866)	(8)%	68,067	82,622	(14,555)	(18)%
Licensing fees	—	22,634	(22,634)	(100)%	19,997	22,634	(2,637)	(12)%
CROs/CMOs/Investigators expenses	18,707	13,004	5,703	44 %	48,472	57,213	(8,741)	(15)%
Other costs	7,682	6,939	743	11 %	22,735	19,783	2,952	15 %
Total	47,928	65,982	(18,054)	(27)%	159,271	182,252	(22,981)	(13)%

Research and development expenses decreased by \$18.1 million in the three months ended September 30, 2025, primarily due to:

- a decrease of \$22.6 million in licensing fees in connection with decreased upfront and milestone payments for our license and collaboration agreements; and
- a decrease of \$1.9 million in personnel compensation and related costs primarily driven by our resource prioritization and efficiency efforts; partially offset by
- an increase of \$5.7 million in CROs/CMOs/Investigators expenses related to ongoing clinical trials.

Research and development expenses decreased by \$23.0 million in the nine months ended September 30, 2025 primarily due to a decrease of \$14.6 million in personnel compensation and related costs and a decrease of \$8.7 million in CROs/CMOs/Investigators expenses primarily driven by our resource prioritization and efficiency efforts.

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

	Three Months Ended September 30,		Change		Nine Months Ended September 30,		Change	
	2025	2024	\$	%	2025	2024	\$	%
Clinical programs	18,179	23,060	(4,881)	(21)%	63,236	63,196	40	—%
Pre-Clinical programs	1,982	14,461	(12,479)	(86)%	10,365	19,649	(9,284)	(47)%
Unallocated research and development expenses	27,767	28,461	(694)	(2)%	85,670	99,407	(13,737)	(14)%
Total	47,928	65,982	(18,054)	(27)%	159,271	182,252	(22,981)	(13)%

Research and development expenses attributable to clinical programs decreased by \$4.9 million in the three months ended September 30, 2025, primarily driven by a decrease in licensing fees for our license and collaboration agreements, partially offset by an increase in trial costs related to ongoing clinical trials. Research and development expenses attributable to clinical programs remained flat in the nine months ended September 30, 2025, primarily driven by an increase in licensing fees for our license and collaboration agreements, partially offset by decreases in trial costs due to our resource prioritization and efficiency efforts.

Research and development expenses attributed to preclinical programs decreased by \$12.5 and \$9.3 million in the three and nine months ended September 30, 2025, respectively, primarily driven by a decrease in licensing fees for our license and collaboration agreements.

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 September 30,		Change		Nine Months Ended September 30,		Change	
	2025	2024	\$	%	2025	2024	\$	%
Personnel compensation and related costs	41,320	39,984	1,336	3%	124,642	134,157	(9,515)	(7)%
Other costs	28,786	27,235	1,551	6%	79,924	81,966	(2,042)	(2)%
Total	70,106	67,219	2,887	4%	204,566	216,123	(11,557)	(5)%

Selling, general, and administrative expenses increased by \$2.9 million in the three months ended September 30, 2025 primarily driven by higher general selling expenses to support the growth of NUZYRA and VYVGART, partially offset by decreases in selling expenses related to ZEJULA. Selling, general, and administrative expenses decreased by \$11.6 million in the nine months ended September 30, 2025, primarily due to our resource prioritization and efficiency efforts.

Interest Income

Interest income decreased by \$0.7 million and \$2.2 million in the three and nine months ended September 30, 2025, respectively, primarily due to decreased interest rates.

Interest Expenses

Interest expense increased by \$0.7 million and \$2.5 million in the three and nine months ended September 30, 2025, respectively, primarily due to higher levels of short-term debt.

Foreign Currency Gains

Foreign currency gains were \$6.4 million and \$9.9 million in the three and nine months ended September 30, 2025, respectively, compared to \$14.5 million and \$8.3 million in the three and nine months ended September 30, 2024, respectively. The foreign currency gains were primarily driven by remeasurement gains due to appreciation of the RMB against the U.S. dollar.

Other Income (Expense), Net

Other expense, net was \$0.5 million in the three months ended September 30, 2025, compared to other income, net of \$3.4 million in the three months ended September 30, 2024, primarily due to a decrease in government grants.

Other income decreased by \$0.8 million to \$3.0 million in the nine months ended September 30, 2025, primarily due to decreased loss on our equity investment in MacroGenics offset by a decrease in government grants.

Income Tax Expense

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

Net Loss

Net loss was \$36.0 million in the three months ended September 30, 2025, or a loss per ordinary share attributable to stockholders of \$0.03 (or loss per ADS of \$0.33), compared to a net loss of \$41.7 million in the three months ended September 30, 2024, or a loss per ordinary share of \$0.04 (or loss per ADS of \$0.42).

Net loss was \$125.1 million in the nine months ended September 30, 2025, or a loss per ordinary share attributable to stockholders of \$0.11 (or loss per ADS of \$1.15), compared to a net loss of \$175.4 million in the nine months ended September 30, 2024, or a loss per ordinary share of \$0.18 (or loss per ADS of \$1.80).

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 \$124.8 million and \$159.1 million in the nine months ended September 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 September 30, 2025, we had commitments of \$0.7 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 September 30, 2025, we had such debt arrangements with Chinese financial institutions that allow certain of our subsidiaries to borrow up to approximately \$275.4 million (or RMB1,971.7 million) to support our working capital needs in mainland China. As of September 30, 2025, we had short-term debt outstanding of \$203.0 million (or RMB1,442.6 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*. In addition, after the third quarter, we entered into a new facility with a Chinese financial institution that will allow certain of our subsidiaries to borrow up to an additional RMB300 million (approximately \$42.1 million). For more information, see *Note 19*.

As of September 30, 2025, we had cash and cash equivalents, current restricted cash, and short-term investments of \$817.2 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):

	Nine Months Ended September 30,		Change \$
	2025	2024	
Net cash used in operating activities	(124,767)	(159,100)	34,333
Net cash provided by (used in) investing activities	319,162	(27,439)	346,601
Net cash provided by financing activities	72,783	112,077	(39,294)
Effect of foreign exchange rate changes on cash, cash equivalents and restricted cash	311	402	(91)
Net increase (decrease) in cash, cash equivalents and restricted cash	267,489	(74,060)	341,549

Net Cash Used in Operating Activities

Net cash used in operating activities decreased by \$34.3 million in the nine months ended September 30, 2025, primarily due to a decrease of \$50.3 million in net loss, partially offset by a decrease of \$8.2 million in other adjustments to reconcile net loss to net cash used in operating activities and \$7.8 million in net changes in operating assets and liabilities.

Net Cash Provided by Investing Activities

Net cash provided by investing activities increased by \$346.6 million in the nine months ended September 30, 2025, primarily due to an increase of \$313.7 million in proceeds from the maturity of short-term investments, a decrease of \$36.0 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 \$4.4 million in purchases of property and equipment.

Net Cash Provided by Financing Activities

Net cash provided by financing activities decreased by \$39.3 million in the nine months ended September 30, 2025, primarily due to an increase of \$116.7 million in repayment of short-term bank borrowings and \$8.2 million in employee taxes paid related to net share settlement of equity awards, partially offset by an increase of \$74.3 million in short-term debt proceeds and \$12.1 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 nine months ended September 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 \$25.6 million and \$19.0 million, which were denominated in RMB, representing 4% and 4% of the cash and cash equivalents as of September 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 September 30, 2025 and December 31, 2024, we had cash and cash equivalents of \$717.2 million and \$449.7 million, respectively, restricted cash of \$101.1 million and \$101.1 million, respectively, and short-term investments of nil and \$330.0 million, respectively. As of September 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 September 30, 2025, our two largest customers accounted for approximately 19% of our total accounts receivable collectively.

Certain accounts receivable balances are settled in the form of notes receivable. As of September 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 September 30, 2025 and December 31, 2024, we had cash and cash equivalents of \$717.2 million and \$449.7 million, respectively, restricted cash of \$101.1 million and \$101.1 million, respectively, and short-term investments of nil and \$330.0 million, 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 September 30, 2025 and December 31, 2024, we had short-term debt of \$203.0 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 September 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 September 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.

Recent Sales of Unregistered Securities

None.

Issuer Purchases of Equity Securities

The following table presents acquisitions of the Company’s ADSs to satisfy tax withholding obligations due in connection with exercise of option shares or vesting of restricted shares during the third quarter of 2025:

Period	Total Number of Shares (or Units) Purchased	Average Price Paid per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs
July 1 – 31, 2025			—	—
August 1 – 31, 2025	251,319	\$ 32.59	—	—
September 1 – 30, 2025			—	—
Total	251,319			

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

None.

Item 5. Other Information.

Other than as described below, during the third 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).

On September 12, 2025, F. Ty Edmondson, the Company’s Chief Legal Officer and Corporate Secretary, adopted a new written Rule 10b5-1 trading arrangement for the sale of up to 42,065 ADSs. This Rule 10b5-1 trading arrangement is scheduled to terminate no later than November 13, 2026.

On September 10, 2025, William Lis, one of the Company’s directors, adopted a new written Rule 10b5-1 trading arrangement for the sale of up to 15,547 ADSs. This Rule 10b5-1 trading arrangement is scheduled to terminate no later than September 14, 2026.

Item 6. Exhibits.

Exhibit Index

Exhibit Number	Exhibit Title
10.1+	Unofficial English Translation of Maximum-Amount Irrevocable Letter of Guarantee issued by Zai Lab Limited to China Merchants Bank Co., Ltd., Shanghai Branch dated August 6, 2025
10.2+	Unofficial English Translation of Credit Agreement by and between Zai Lab (Shanghai) Co., Ltd. and China Merchants Bank Co., Ltd., Shanghai Branch dated August 6, 2025
10.3+	Unofficial English Translation of Maximum Amount Guarantee Contract, dated as of October 13, 2025, by and between Zai Lab Limited and Industrial Bank Co., Ltd., Shanghai Gubei Branch (incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K (File No. 001-38205) filed on October 16, 2025)
10.4+	Unofficial English Translation of Line of Credit Contract, dated as of October 13, 2025, by and between Zai Lab (Shanghai) Co., Ltd. and Industrial Bank Co., Ltd., Shanghai Gubei Branch (incorporated by reference to Exhibit 10.2 to our Current Report on Form 8-K (File No. 001-38205) filed on October 16, 2025)
31.1	Certification of Chief Executive Officer Required by Exchange Act Rule 13a-14(a)
31.2	Certification of Chief Financial Officer Required by Exchange Act Rule 13a-14(a)
32.1	Certification of Chief Executive Officer Required by 18 U.S.C. Section 1350
32.2	Certification of Chief Financial Officer Required by 18 U.S.C. Section 1350
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)

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

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: November 6, 2025

ZAI LAB LIMITED

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

PURSUANT TO ITEM 601(b)(10)(iv) OF REGULATION S-K, THIS EXHIBIT OMITTS CERTAIN INFORMATION, IDENTIFIED BY [***], THAT IS NOT MATERIAL AND THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

Maximum-Amount Irrevocable Letter of Guarantee

No.: Z902250301

To: China Merchants Bank Co., Ltd., Shanghai Branch

WHEREAS: the Bank and Zai Lab (Shanghai) Co., Ltd. (hereinafter referred to as “the Credit Applicant”) have signed (or are about to sign) the **Credit Agreement (applicable where no separate loan contracts are required for working capital loans)** with No. Z902250301 (hereinafter referred to as “the Credit Agreement”), and both parties agree to provide the Credit Applicant with a credit limit (hereinafter referred to as “the Credit Limit”) in the total amount of **Renminbi** (in words) **Five Hundred Million** (including the equivalent amount in other currencies) during the credit period (hereinafter referred to as “the Credit Period”, i.e., the period during which the creditor’s rights are determined) as stipulated in the Credit Agreement.

At the request of the Credit Applicant, the Guarantor agrees to issue this letter of guarantee and voluntarily assume joint guarantee liability for all debts owed by the Credit Applicant to the Bank in accordance with the Credit Agreement. The specific guarantee matters are as follows:

1. Guarantee Scope

1.1 The scope of the guarantee provided by the Guarantor covers the total sum of loans and other outstanding principal balances provided by the Bank to the Credit Applicant within the Credit Limit under the Credit Agreement (with a maximum limit of **Renminbi** [in words] **Five Hundred Million**), as well as the relevant interest, penalty interest, compound interest, liquidated damages, delayed performance fees, expenses incurred to realize the guarantee rights and creditor’s rights, and other related expenses. This includes, but is not limited to:

1.1.1 The outstanding balance of specific transactions under the Credit Agreement (applicable where no separate loan contracts are required for working capital loans) numbered Z902240301 originally signed between the Bank (or its subsidiary) and the Credit Applicant which has yet to be settled;

1.1.2 The loan principal balance and the corresponding interest, penalty interest, compound interest, liquidated damages, and delayed performance fees, etc., disbursed by the

Bank according to the Credit Agreement and/or the various specific transaction documents hereunder;

1.1.3 Reasonable expenses incurred by the Bank to realize the guarantee rights and creditor's rights (including but not limited to litigation fees, attorney's fees, publication fees, delivery fees, travel cost, application fees for the issuance of compulsory enforcement certificates, etc.) and any other related reasonable expenses.

1.2 Regarding revolving credit, if the principal balance of the loans or other credit provided by the Bank to the Credit Applicant exceeds the Credit Limit, the Guarantor shall not assume guarantee liability for the portion of the credit balance exceeding the Credit Limit amount. It shall only assume joint guarantee liability for the portion of loans or other principal balance, along with their interests, penalty interest, compound interest, liquidated damages, delayed performance fees, fees incurred to realize the guarantee rights and creditor's rights, and other related expenses that do not exceed the amount of the Credit Limit.

Notwithstanding the foregoing stipulations, the Guarantor explicitly states the following: even if the principal balance of the loans or other credit provided by the Bank to the Credit Applicant exceeds the amount of the Credit Limit at any point during the Credit Period, if the total sum of various credit principal balance does not exceed the Credit Limit at the time that the Bank requests the Guarantor to assume guarantee liability, the Guarantor may not raise objections based on the aforementioned stipulations. Instead, it shall assume joint guarantee liability for the entire credit principal balance, along with its interest, penalty interest, compound interest, liquidated damages, delayed performance fees, fees incurred to realize the guarantee rights and creditor's rights, and other related expenses (subject to the scope specified in Article 1.1).

1.3 Where the Bank processes the repayment of new loans, conversions of former loans, or debts under the letters of credit, letters of guarantee, bills and others during the Credit Period (regardless of whether these former loans, letters of credit, letters of guarantee, bills, and other transactions are incurred during or before the Credit Period) for the Credit Applicant, the Guarantor confirms that the debts arising from these actions are included in its scope of guarantee liability.

2. This Letter of Guarantee is a Maximum-Amount Letter of Guarantee

2.1 During the Credit Period, the Bank may provide credit to the Credit Applicant in installments. The specific types of credit transactions and credit limits, whether interchanging usage is allowed between different types of credit transactions, and specific usage conditions, etc. are all subject to the Bank's approval and consent. If the Bank makes adjustments to its original approval opinions based on the Credit Applicant's application during the Credit

Period, the subsequent approval opinions issued by the Bank shall constitute supplements and amendments to the original approval opinions, and the same applies moving forward.

The due date of each transaction may be later than the due date in the Credit Period stipulated in the Credit Agreement.

2.2 Upon the expiration of the Credit Period, if the Bank still has outstanding balances of loans, advances, or other forms of credit provided to the Credit Applicant, the Guarantor shall assume joint and several liability within the guarantee scope determined in this letter of guarantee. Prior to the expiration of the Credit Period, if the Bank seeks recourse against the Credit Applicant in accordance with the Credit Agreement and/or the various specific transaction documents, the Guarantor shall also assume joint and several guarantee liability within the guarantee scope determined in this letter of guarantee.

2.3 In the course of performing the various specific transactions under the Credit Agreement, if the Bank reaches an agreement with the Credit Applicant on an extension arrangement or makes changes to the relevant clauses regarding the deadlines, interest rates, amounts and more of the various specific transactions, or adjusts the interest rates and pricing methods during the guarantee period according to the Credit Agreement and/or the various specific transaction documents, obtaining the consent of the Guarantor is not required, but the Guarantor shall be notified promptly provided that no increased liabilities are posed on the Guarantor; the Guarantor also acknowledges the above and it does not affect the guarantee liability assumed by the Guarantor in accordance with this letter of guarantee.

2.4 The Guarantor hereby confirms that the specific transaction documents (whether an individual agreement/application or a framework agreement) signed by the Bank and the Credit Applicant for each specific transaction under the credit limit constitute an integral part of the Credit Agreement, and they collectively stipulate the rights, obligations and arrangements concerning the specific transactions involved.

The Guarantor hereby confirms that the specific amounts, terms, purposes and other transaction elements of the credit transactions actually incurred between the Bank and the Credit Applicant shall be determined based on the specific transaction documents, the transaction vouchers produced by the Bank, and the transaction records in the Bank's system (in the event of any inconsistency, the records in the Bank's system shall prevail).

3. Guarantee Manner

3.1 The Guarantor hereby confirms that it shall bear joint and several economic and legal liabilities for all debts of the Credit Applicant within the scope of the guarantee. If the Credit Applicant fails to repay all principal, interest and related expenses for various loans,

advances, and other credit debts owed to the Bank under the Credit Agreement and/or the various specific transaction documents in a timely manner, or in case of any other default as stipulated in the Credit Agreement and/or in various specific transaction documents, the Bank has the right to seek recourse directly from the Guarantor without first seeking recourse or filing a lawsuit with the Credit Applicant.

3.2 Notices of claim issued by the Bank are final, and the Guarantor shall have no objection hereto. The Guarantor agrees to repay all debts of the Credit Applicant under the Credit Agreement within five days after receiving a written notice of claim from the Bank, without the need for the Bank to provide any certificate or other documents. Unless an error occurs, the Guarantor shall accept the amount stated in the Bank's claim request as accurate data.

The Bank has the right to collect payments from the Guarantor in any manner deemed appropriate, including but not limited to sending a fax, post, personal delivery, and making an announcement via public media.

4. Guarantee Liability Period

The guarantee liability period of the Guarantor shall start from the effective date of this letter of guarantee to three years after the due date of each loan or other financing or accounts receivable assigned by the Bank under the Credit Agreement or after the advance payment date of each advance. In the event of extension of any specific credit, the guarantee period shall be extended to three years after the expiration of the extension period.

5. Relationship of this Guarantee to Other Guarantees

5.1 This letter of guarantee, being irrevocable and unconditional, is neither affected by any agreement or document signed between the Credit Applicant and any entity/individual, nor subject to any change due to fraud, reorganization, business suspension, dissolution, liquidation, bankruptcy, merger (acquisition), spin-off, restructuring, or expiration of the operating term of the Credit Applicant. It is also unaffected by any grace period or extension granted by the Bank to the Credit Applicant, or the Bank's delay in exercising its right to recover the amounts owed by the Credit Applicant under the relevant agreements.

6. The Guarantor Hereby Specifically Makes the Following Representations and Warranties:

6.1 The Guarantor is a legal person incorporated in accordance with the law and qualified to act as a Guarantor, or other institution qualified to act as a Guarantor, or a natural person with full civil legal capacity to guarantee the performance of the obligations hereunder. **If any loss is incurred to the Bank due to the Guarantor's violation of this**

commitment, the Guarantor shall unconditionally assume liability for compensation and may not invoke any defense, except as otherwise provided by applicable laws;

6.2 The issuance of this letter of guarantee by the Guarantor has been fully authorized or approved by the competent authorities such as the supervising department/board of directors;

6.3 The issuance of this letter of guarantee by the Guarantor represents its true intention, without any factors of fraud or coercion;

6.4 Prior to the expiration of this letter of guarantee, the total amount of all external guarantees (including foreign currency conversions) provided by the Guarantor shall not exceed the total equity of the Guarantor;

6.5 Financial books/records and annual financial reports shall be provided for the Bank as requested in a timely manner, and significant decisions and changes in production, operation, and management made by the Guarantor shall be promptly updated with the Bank;

6.6 The financial information and all other documents provided by the Guarantor to the Bank are true and legal;

6.7 Where the Guarantor is a corporate legal person or other organization, it shall, during the validity period of this letter of guarantee, promptly process the procedures for enterprise (legal person) registration, annual reports, as well as procedures for operating term extension/renewal;

6.8 Any change in the industrial and commercial registrations, organizational structure, equity structure, mode of operation or financial condition of the Guarantor, or events such as debt restructuring or significant related party transactions, shall not affect the legal binding force of this letter of guarantee on the Guarantor. If any of the aforementioned changes may affect the Guarantor's ability to perform this letter of guarantee, the Guarantor is obliged to notify the Bank promptly;

6.9 The successors or assignees of the Guarantor shall be bound by all the clauses hereunder. The Guarantor shall not transfer the aforementioned guarantee obligations without the written consent from the Bank;

6.10 If the Guarantor is a natural person and has a spouse, a letter of confirmation from the spouse shall be provided regarding the guarantee as requested by the Bank. If the Guarantor has no spouse, a statement shall be made that all marital status information provided to the Bank as of the signing of this letter of guarantee is true, complete and reliable. Furthermore, the Guarantor acknowledges that the Bank may verify and investigate the marital status information provided by the Guarantor when deemed necessary (and any other authorization is not required), and the Guarantor undertakes to provide all necessary assistance unconditionally;

6.11 If the Guarantor fails to repay the guaranteed debts in accordance with the provisions hereunder, the Bank reserves the right to freeze/deduct the funds **in any account** opened by the Guarantor with China Merchants Bank (if the guaranteed debt is not denominated in Renminbi, the Bank reserves the right **to directly engage in foreign exchange purchase or sale using any account of the Guarantor at the exchange rate published by the Bank at the time of deduction**) until all debts owed by the Credit Applicant to the Bank under the Credit Agreement are paid off, and the Bank reserves the right to continue to seek recourse from the Guarantor in the event of any shortfall;

6.12 If approval or other procedures is required for the signing of this letter of guarantee in accordance with laws and administrative regulations, the Guarantor undertakes to promptly handle the application for approval and obtain valid approval as required by the Bank. Otherwise, the Guarantor shall be liable for compensation for breach of contract.

7. Assumption of Expenses

7.1 If the Credit Applicant is a small- and micro-sized enterprise defined by national standards, all expenses related to mandatory notarization (excluding the fee for applying for the issuance of a mandatory enforcement certificate) shall be borne by the Bank; if the Credit Applicant is not a small- and micro-sized enterprise defined by national standards, all expenses related to mandatory notarization (excluding the fee for applying for the issuance of a mandatory enforcement certificate) shall be jointly borne by the Bank and the Guarantor in the following proportions: **∟% borne by the Bank, ∟% by the Guarantor** (checking “√” in “” indicates that the provisions of this article apply).

7.2 For other matters where services are entrusted to third parties, the related expenses shall be borne by the entrusting party. If the Bank and the Guarantor jointly act as the entrusting party, each shall bear 50%. unless otherwise provided in relevant national policies and other regulatory documents.

8. Non-waiver

During the validity period of this letter of guarantee, regarding any default or delay by the Credit Applicant and the Guarantor, the Bank's any tolerance, grace or postponement in executing the rights and interests that the Bank is entitled to under the Credit Agreement and this letter of guarantee shall not prejudice, affect, or restrict any rights and interests that the Bank is entitled to as a creditor in accordance with relevant laws and regulations, nor shall it be regarded as the Bank's waiver of its right to take action against existing or future defaults.

9. Terms

Unless otherwise specified, the terms used in this letter of guarantee shall have the same meanings as those specified in the Credit Agreement.

10. Notices

Notices, requests, or other documents related to this letter of guarantee from the Bank shall be sent in writing (including but not limited to letters, faxes, emails, electronic platforms such as China Merchants Bank's corporate online banking/corporate app, text messages, WeChat messages, etc.). The Guarantor confirms the address and method of service of documents as follows:

10.1 The Guarantor confirms and agrees that the mailing address, email, fax number, mobile phone number, or WeChat ID provided by the Guarantor and stored on the Guarantor's electronic platforms, such as China Merchants Bank's corporate online banking/corporate app, or as specified in this letter of guarantee, can be used as the address for delivery of notices, requests, or other documents related to this letter of guarantee.

10.2 The Guarantor confirms and agrees that: for deliveries made by designated individuals (including but not limited to delivery by lawyers/notaries, express delivery, etc.), the delivery shall be deemed to be made upon the recipient's signature (**if the recipient refuses to accept it, delivery shall be deemed to be made seven days after the date of refusal/return or sending, whichever is earlier**); **for deliveries made by postal mail, seven days after mailing shall be deemed as delivery**; for delivery by fax, email, China Merchants Bank's corporate online banking/corporate app internal announcement/notification, mobile messages, or WeChat, the date displayed on the Bank's corresponding system/electronic device as the date of successful transmission shall be deemed as the delivery date. **If the Bank notifies the Guarantor of the transfer of creditor's rights or urges the Guarantor to make payment through a public announcement in public media, delivery shall be deemed to be made from the date of the announcement.**

10.3 If the Guarantor changes its mailing address, email address, fax number, mobile number and WeChat account, it shall notify the Bank in writing of the changed information five working days from the date of change; otherwise, the Bank shall have the right to use the Guarantor's original mailing address or information for delivery. The Guarantor shall be solely responsible for any losses that may result therefrom, with no effect on the legal validity of the delivery.

10.4 Judicial/arbitration documents or notarized documents sent by the court/arbitration institutions, notary offices to the specified delivery address through the agreed delivery method as stipulated in this letter of guarantee shall be deemed effectively delivered (the specific delivery standards shall be implemented in accordance with the provisions of the preceding clause).

The Guarantor further agrees that the court may deliver judicial documents to the Guarantor through electronic means such as the China Judicial Process Information Disclosure Network and the National Unified Delivery Platform; the delivery date shall be

deemed as the date of successful delivery shown on the China Judicial Process Information Disclosure Network or the National Unified Delivery Platform.

10.5 The delivery address and delivery methods stipulated in this clause apply to the period of performance of the letter of guarantee, dispute resolution period, arbitration period, during court proceedings (first instance, second instance, and retrial), and during enforcement.

11. Transfer

Regardless of whether the creditor's rights guaranteed under the Maximum-Amount Letter of Guarantee are determined, if all creditor's rights under the Credit Agreement are transferred to a third party by the Bank, the maximum-amount guarantee shall be transferred in full to the assignee of the creditor's rights.

After the creditor's rights guaranteed hereunder is determined, if the Bank transfers a portion of the creditor's rights, the guarantee rights of the Guarantor shall also be partially transferred accordingly. The Bank and the transferee shall jointly share the guarantee interests against the Guarantor based on the untransferred portion of the creditor's rights. Before the creditor's rights guaranteed hereunder is determined, where a portion of the creditor's rights is transferred by the Bank, the guarantee interests shall also be partially transferred accordingly. The maximum amount of the creditor's rights guaranteed by the original Maximum-Amount Letter of Guarantee shall be reduced accordingly (i.e., the maximum amount of the Bank's principal creditor's rights guaranteed by the original Maximum-Amount Letter of Guarantee shall be reduced by the amount of the transferred portion of the creditor's rights). Upon the determination of the untransferred portion of the principal creditor's rights by the Bank, the Bank and the transferee shall jointly enjoy the guarantee interests against the Guarantor based on the untransferred portion of the creditor's rights.

12. Other Clauses

12.1 The Guarantor confirms that the various operations for specific transactions handled on behalf of the Credit Applicant as well as various operations related to this letter of guarantee carried out by the Bank may be handled by any branch in the Bank's jurisdiction, with related documents generated, published or issued. The business operations and documents of the branches in the Bank's jurisdiction shall be deemed the actions of the Bank and shall be binding on both parties.

12.2 During the validity period of this letter of guarantee, if the Guarantor undergoes spin-off, merger (acquisition) or other similar circumstances, the obligations hereunder shall be assumed or separately assumed by the institution(s) after the change.

12.3 If the credit debt is not denominated in RMB, the Bank reserves the right to directly purchase or trade foreign exchange according to the exchange rate published by the Bank at the time of repayment, for the purpose of repaying the credit debt, based on the funds recovered in accordance with the provisions of this letter of guarantee. The debt amounts under specific transaction documents that are not denominated in Renminbi shall be calculated based on the amount converted using the exchange rate (buying rate) published by the Bank at the time of repayment.

12.4 Other covenants: /

13. Disputes and Resolution Methods

This letter of guarantee is governed by the laws of the People's Republic of China (excluding laws of Hong Kong, Macau, and Taiwan). In the event of any disputes or controversies arising from this letter of guarantee, the Guarantor agrees to make a resolution according to the dispute resolution methods stipulated in the Credit Agreement.

14. Effectiveness of Letter of Guarantee

14.1 If the Guarantor is a legal person or other organization, this letter of guarantee shall take effect from the date of signing by the legal representative/primary person-in-charge of the Guarantor or its authorized agent.

14.2 If the Guarantor is a natural person, this letter of guarantee shall take effect from the date of signing by the Guarantor.

15. Supplementary Provisions

This letter of guarantee is executed in **quadruplicate** copies, with the Bank holding two copies, and the Credit Applicant and the Guarantor holding one copy each, all of which have the same legal effect.

The Guarantor hereby represents that:

All clauses of this letter of guarantee have been fully negotiated by both parties. The Guarantor has paid special attention to clauses concerning exemption or mitigation of the Bank's liability, which are of significant interest to the Guarantor. At the Guarantor's request, the Bank has provided corresponding explanations regarding the aforementioned clauses. The Guarantor has a thorough and accurate understanding thereof.

(No text below)

(The following is the signature section of the Irrevocable Maximum-Amount Letter of Guarantee numbered Z902250301)

Please sign here if the Guarantor is a legal person or other organization:

Guarantor (name): ZAI LAB LIMITED

Legal Representative/Primary Person-in-Charge or Authorized Agent (Signature):

/s/ Xiaopeng Feng

For and on behalf of Zai Lab Limited

Primary Bank Account and Account Number: /

Mailing Address: Building B, 899 Halei Road, Pudong, Shanghai

Email Address: [***]

Fax Number: /

Mobile Number of Contact Person: /

Corporate WeChat ID: /

Date of Signing: August 6, 2025

PURSUANT TO ITEM 601(b)(10)(iv) OF REGULATION S-K, THIS EXHIBIT OMITTS CERTAIN INFORMATION, IDENTIFIED BY [***], THAT IS NOT MATERIAL AND THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

Credit Agreement

(Applicable where no separate loan contracts are required for working capital loans)

No.: Z902250301

Creditor: China Merchants Bank Co., Ltd., Shanghai Branch (hereinafter referred to as Party A)

Credit Applicant: Zai Lab (Shanghai) Co., Ltd. (hereinafter referred to as Party B)

Upon Party B's application, Party A agrees to provide credit limit for Party B for Party B's use. Party A and Party B have reached a consensus through thorough negotiation on the following terms and hereby concluded this Agreement in accordance with the relevant laws and regulations.

1. Credit Limit

1.1 Under this Agreement, Party A shall provide Party B with a credit limit (revolving limit) of **Renminbi** (in words) **Five Hundred Million Yuan**. Party B may apply for specific transactions in other currencies within the credit limit (the exchange rate will be based on the foreign exchange rate published by Party A at the time when the specific transaction occurs).

If any specific loan made under the Credit Agreement (applicable where no separate loan contracts are required for working capital loans) with No. Z902240301 between Party A (or Party A's subordinate institution) and Party B is still outstanding, it will be automatically included in this Agreement and directly occupy the credit limit under this Agreement.

1.2 The credit period is **24** months, starting from August 18, 2025 to August 17, 2027. **If Party B needs to utilize the credit limit to conduct specific credit transactions, it shall submit an application for credit limit usage to Party A within this period. Party A shall not process applications for credit limit usage from Party B that are submitted after the expiration date of the credit period, unless otherwise provided in this Agreement.**

1.3 The type of credit transaction under the credit limit is working capital loan.

1.4 The revolving credit limit refers to the maximum limit of the sum of the principal balances of one or more types of credit transactions, as described above, provided by Party A for Party B to be used on a continued and revolving basis during the credit period.

2. Credit Limit Utilization Arrangement

During the credit period, specific credit transactions applied for by Party B and approved by Party A will be automatically included in this Agreement and utilize the credit limit hereunder.

3. Approval and Use of Credit Limit

3.1 The credit limit under this Agreement shall be a revolving limit, and the applicable types of credit transactions, specific credit limits for each type of credit transaction, whether interchanging usage is allowed between different types of credit transactions, and specific conditions for use and more are all subject to Party A's approval and consent. If Party A makes adjustments to its original approval opinions based on Party B's application during the credit period, the subsequent approval opinions issued by Party A shall constitute supplements and amendments to the original approval opinions, and the same applies moving forward.

3.2 Party B must apply for the use of the credit limit on a per-transaction basis and submit the required documents as requested by Party A for Party A's review and approval of each individual application. Party A has the right to consider whether to grant approval based on its internal management requirements and Party B's business situation, and the right to unilaterally reject Party B's application for use without assuming legal liability in any form towards Party B. In the event of any inconsistency between this provision and other relevant provisions under this Agreement, this provision shall prevail.

3.3 Upon Party A's approval and consent for a specific credit transaction, the specific transaction documents (including but not limited to individual agreements/applications, framework agreements or specific business contracts) signed by Party A and Party B for the specific credit transaction shall constitute an integral part of the Credit Agreement. The specific amount, interest rate, term, use, fees, and other business elements of each loan or other credit transaction shall be determined based on the specific transaction documents and transaction vouchers confirmed by Party A (including but not limited to applications for withdrawal, loan receipts (if any), etc.), and the transaction records in Party A's system. In case of any inconsistency, the records in Party A's system shall prevail. The interest rate under this Agreement, unless otherwise specified in the specific transaction

documents and transaction vouchers (including but not limited to loan receipts, etc.) confirmed by Party A as well as the business records in Party A's system, shall be calculated using the simple interest method.

If Party B applies for working capital loans within the approved credit limit, both parties are not required to separately sign a Loan Agreement for each transaction. Party B shall submit an application for withdrawal for each transaction when applying for funds, and Party A shall approve each transaction separately.

3.4 Party A shall have the right to adjust the benchmark interest rate or interest rate determination method for loans/other credit under this Agreement on a regular or ad-hoc basis based on changes in the relevant national policies, domestic and foreign market conditions or its own credit policy situation. Such adjustments shall take effect after Party A notifies Party B (notification methods include making an announcement at Party A's branches or on the China Merchants Bank official website, or sending notifications based on any mailing address/method provided by Party B in this Agreement); if Party B does not accept the adjustments, it may make early repayment of the loan; otherwise, it shall be deemed that Party B agrees to the adjustment as notified. Notwithstanding the foregoing, in the event that a fixed interest rate is chosen, any adjustment to the fixed interest rate must be made by supplementary agreement between both parties.

In the event of any inconsistency between this provision and other relevant provisions of this Agreement, the terms hereof shall prevail.

3.5 Each loan or other credit within the credit limit shall be used for a period specifically determined in accordance with Party B's business needs and Party A's business management regulations, and the due date for each specific transaction may be later than the due date of the credit period (unless otherwise required by Party A).

3.6 During the credit period, Party A has the right to conduct regular annual assessments of Party B's operations and financial status, and adjust the available credit limit for Party B based on the assessment results.

4. Interest Rate Terms for Working Capital Loans

4.1 The interest rate for any loan under this Agreement shall be determined by Party B in the corresponding application for withdrawal and approved by Party A. In case of any inconsistency between the application for withdrawal and the loan receipt (if any) or the records in Party A's system for that loan, the records in Party A's system shall prevail.

4.2 If Party B fails to use a loan in accordance with the provisions hereunder, the portion of the loan that is not used for the agreed purpose shall be subject to a penalty interest rate of 100% on top of the original interest rate from the date when the change of use occurs. The original interest rate refers to the rate applicable before the loan's intended use is changed.

If Party B fails to repay a loan on time, 50% (overdue loan interest rate) of the standard overdue interest (penalty interest) will be charged on the unpaid portion from the date of the delay, based on the original interest rate. The original interest rate refers to the interest rate applicable before the loan due date (including the early due date) (if it is a floating interest rate, it is the last floating cycle before the loan due date (including the early due date)).

If a loan is both overdue and not used for the contracted purpose, interest will be charged at the higher of the above provisions.

4.3 During the loan period, if any regulation is issued by the People's Bank of China regarding the adjustment of loan interest rates, such regulation by the People's Bank of China shall be implemented. For avoidance of doubt, in the event that a fixed interest rate is chosen, adjustments to the fixed interest rate must be made by supplementary agreement between both parties.

4.4 If it falls on a public holiday, the loan due date will be automatically extended to the first working day after the holiday, and interest will be calculated based on the actual number of days the loan funds are utilized.

4.5 Party B shall pay interest on each interest settlement date, and Party A may directly deduct the interest payable from any account with China Merchants Bank of Party B. If the last repayment date of the loan principal is not the interest settlement date, the last repayment date of the loan principal is the interest payment date, and the borrower should pay all the interests payable corresponding to the loan principal on that date. If Party B fails to pay interest on time, compound interest shall be calculated on the unpaid interest (including penalty interest) at the overdue loan interest rate specified in this provision.

5. Guarantee Terms

5.1 For all debts owed by Party B to Party A under this Agreement, Party B or a third party approved by Party A shall provide assets as collateral or joint guarantee. Party B or the third party acting as a guarantor shall provide or sign a separate guarantee document as requested by Party A.

5.2 If the guarantor fails to sign a guarantee document and complete the guarantee procedures in accordance with this provision (including instances where a

debtor of accounts receivable raises a defense against such accounts receivable before they are pledged), Party A shall have the right to refuse to provide credit for Party B.

6. Rights and Obligations of Party B

6.1 Party B has the following rights:

6.1.1 The right to request Party A to provide loans or other credits within the credit limit in accordance with the conditions stipulated in this Agreement;

6.1.2 The right to use the credit limit as stipulated in this Agreement;

6.1.3 The right to request Party A to maintain confidentiality of information on production, operations, assets, accounts, etc. provided by Party B, unless otherwise stipulated in this Agreement;

6.1.4 The right to transfer the debts to a third party upon obtaining the written consent of Party A.

6.2 Party B assumes the following obligations:

6.2.1 Truthfully provide the documents and materials required by Party A (including but not limited to providing authentic financial ledgers/reports and annual financial statements as per Party A's requested schedule, as well as details on significant decisions and changes in production, operations and management, fund withdrawal/fund usage information, information related to collateral, etc.), as well as details of all bank accounts, account numbers, and balances of deposits and loans; and cooperate with Party A in its investigations, reviews and inspections;

6.2.2 Accept Party A's supervision on its use of credit funds and related production, operations and financial activities;

6.2.3 Utilize loans and/or other credits as agreed and/or promised according to the stipulations in this Agreement and the various specific transaction documents;

6.2.4 Repay the principal, interest and fees of loans, advances, and other credit obligations in full and on time according to the stipulations in this Agreement and the various specific transaction documents;

6.2.5 If Party B transfers all or part of the debts under this Agreement to a third party, it shall obtain Party A's written consent;

6.2.6 Party B shall immediately notify Party A and actively cooperate with Party A in implementing the safeguards for the safe repayment of the principal and interest of the loans, advance payments and other credit obligations under this Agreement, as

well as all relevant expenses, according to Party A's reasonable requirements, in case of any of the following situations facing Party B:

6.2.6.1 Significant financial losses, asset losses or other financial crises;

6.2.6.2 Providing loans or guarantee for the benefit of third parties or to protect them against losses, or providing mortgage (pledge) guarantee with Party B's own assets (rights);

6.2.6.3 Circumstances such as suspension of business, revocation or cancellation of business license, filing or being filed for bankruptcy or dissolution, or changes in important enterprise information such as changes in business name, registered address, place of business, beneficial owner and other information that cause or may cause a significant adverse impact on the borrower's ability to repay debts; or changes in the controlling shareholder/actual controller of the borrower that cause or may cause a significant adverse impact on its ability to repay debts;

6.2.6.4 A major operational or financial crisis facing Party B's controlling shareholders, other affiliates or actual controllers that affects their normal operation; or **personnel changes in Party B's legal representatives/main persons-in-charge, directors or important senior management, or punishment/restricted personal freedom imposed by competent national authorities due to violation of laws or disciplinary violations, or being missing for more than 7 days which potentially affects Party B's normal operation;**

6.2.6.5 Party B engaging in related party transactions with its controlling shareholders, other affiliates or actual controllers, with the amount involved reaching more than 10% of Party B's net assets (Party B's notification should at least cover the relationship between the parties to the transaction, the items and nature of the transaction, the transaction amount or corresponding proportion and the pricing policy, including transactions with zero amount or only a nominal amount);

6.2.6.6 Any litigation, arbitration, or criminal or administrative penalties facing Party B that have materially adverse consequences for its operations or asset status;

6.2.6.7 Party B or its actual controllers engaging in loansharking activities involving large amounts; or Party B having adverse records involving paying old loans with new loans, overdue payments, or interest arrears, etc. at other financial institutions; or Party B's affiliates suffering a capital chain rupture and a debt crisis; **or Party B/its important stakeholders/Party B's subsidiaries facing risks of money laundering, terrorist financing, or sanctions violations, or potentially posing risks of money laundering, terrorist financing, or sanctions compliance issues for Party A;** or suspension, delay or major investment failure of Party B's projects;

6.2.6.8 Other major matters that may affect Party B's and its controlling shareholders/actual controllers' ability to repay debts.

6.2.7 Party B shall not neglect the management and collection of its due claims, or dispose of its existing major assets in an uncompensated or otherwise inappropriate manner;

6.2.8 Before engaging in mergers (acquisitions), spin-offs, equity transfers, other material matters such as external investments that may affect its ability to repay debts, substantial increases in debt financing, etc., Party B must first obtain written consent from Party A;

6.2.9 In the case of an accounts receivable pledge, Party B guarantees that at any point during the credit period, the credit balance will be less than **70%** of the pledged accounts receivable balance. Otherwise, Party B must provide new accounts receivable approved by Party A to be pledged or deposited into a security deposit account (the security deposit account details generated or recorded by Party A's system at the time of deposit shall prevail, hereinafter the same), until the pledged accounts receivable balance \times **70%** + effective margin > credit balance;

6.2.10 In the event that Party B (or another third party) provides collateral such as a deposit, certificate of deposit, or promissory notes, **if fluctuations in exchange rates result in the collateral value being less than 105% of the specific transaction amount it corresponds to, Party B is obligated to add a corresponding amount of margin or provide other guarantees as requested by Party A.**

In the event that the credit limit and a specific transaction are denominated in different currencies, before the specific transaction is settled, **If, due to exchange rate fluctuations, the specific business amount converted into the credit limit currency according to the latest exchange rate published by Party A exceeds the actual conversion amount at the time of the actual occurrence of the business, resulting in the total amount of specific business actually occurring under this agreement exceeding the total credit limit, Party B is obligated to provide additional margin or other guarantee conditions as requested by Party A.**

6.2.11 Party B shall ensure that the sales proceeds under the import item are withdrawn from the account designated by Party A; for export negotiation transactions, Party B shall transfer bills and/or documents under letters of credit to Party A;

6.2.12 Party B shall ensure that its main settlement and payment activities are conducted primarily with the bank settlement account opened with Party A. During the credit period, Party B's share of settlement transactions in the designated account shall, at least, be no less than the share of Party B's financing amount with Party A among its financing shares with all banks.

7. Rights and Obligations of Party A

7.1 Party A has the following rights:

7.1.1 The right to request Party B to return the principal, interest and expenses of the loans, advances and other credit obligations under this Agreement and specific contracts in full and on time;

7.1.2 The right to request Party B to provide information related to the use of its credit limit;

7.1.3 The right to be informed of Party B's production, operations and financial activities;

7.1.4 The right to supervise Party B's use of loans and/or other credits according to the purposes specified in this Agreement and the various specific transaction documents; **as well as the right, when necessary for business purposes, to unilaterally and directly suspend or restrict Party B's corporate online banking/corporate app/other online functions (including but not limited to closing corporate online banking/corporate app/other online functions, implementing restrictions such as presetting a payment recipient list/single payment limits/staged payment limits), and other electronic payment channels, restrict the sale of settlement vouchers, or limit Party B's over-the-counter payments and transfers, as well as payment and clearing functions of non-over-the-counter channels such as telephone banking and mobile banking;**

7.1.5 The right, according to the needs of its internal processes, to entrust other branches of China Merchants Bank where the beneficiary is located to issue a letter of credit to the beneficiary after accepting Party B's application for issuing a letter of credit;

7.1.6 **The right to directly deduct money from accounts opened by Party B at any branch of China Merchants Bank to repay the debts owed by Party B under this Agreement and the various specific transaction documents (when the credit debt is denominated in a currency other than Renminbi, Party A has the right to directly engage in foreign exchange purchase or sale using any of Party B's accounts, and at the exchange rate published by Party A at the time of deduction, for the repayment of the principal, interest, and fees of the credit);**

7.1.7 The right to transfer its rights to the debts owed by Party B, and notify Party B of the transfer of rights by means it deems appropriate, including but not limited to fax, mail, delivery by designated personnel, **public media announcements (limited to cases where Party B cannot be reached by the aforementioned methods), as well as to undertake debt collection actions against Party B;**

7.1.8 The right to supervise Party B's accounts and to authorize other branches of China Merchants Bank, apart from Party A, to supervise Party B's accounts, and to control the disbursement of loan funds according to the agreed loan purposes and payment scope.

7.1.9 The right, as deemed necessary, to request Party B to implement safeguard measures to ensure the repayment of principal, interest, and all relevant expenses under the credit debt of this Agreement as per Party A's reasonable requirements, if Party A discovers that any of the circumstances stipulated in Article 6.2.6 of this Agreement apply to Party B. Party A also has the right, as deemed necessary, to directly take one or more default remedies as stipulated in the Default and Remedies clause of this Agreement;

7.1.10 The right to report to the regulators of Party B's new local government implicit debts;

7.1.11 Other rights stipulated in this Agreement.

7.2 Party A assumes the following obligations:

7.2.1 Issue loans or provide other forms of credit for Party B within the credit limit in accordance with the conditions stipulated in this Agreement and the various specific contracts;

7.2.2 Maintain confidentiality of Party B's assets, financials, production and operations, unless otherwise stipulated by laws and regulations, required by regulatory authorities, or where such information is provided to Party A's superior or subordinate institutions, or disclosed to external audit, accounting, or legal professionals with equivalent confidentiality obligations.

8. Party B Specifically Makes the Following Warranties:

8.1 Party B is an entity with legal personality officially incorporated and legally existing under the laws of China. Its registration and annual report disclosure procedures are authentic, legal and valid, and it has sufficient civil capacity to sign and perform this Agreement.

8.2 The execution and performance of this Agreement are fully authorized by the Board of Directors or any other competent authority.

8.3 The documents, materials and vouchers provided by Party B in relation to Party B and its guarantor are authentic, accurate, complete and valid, and free from any material errors or omission of any material facts that are inconsistent with the facts.

8.4 Party B strictly abides by the various specific transaction documents as well as the various correspondences and relevant documents issued to Party A.

8.5 No litigation, arbitration, criminal or administrative penalties that could have significant adverse consequences on Party B or Party B's main assets have occurred at the time of signing this Agreement. Party B shall immediately notify Party A if such litigation, arbitration or criminal or administrative penalties occur during the execution of this Agreement.

8.6 Party B shall strictly abide by all important national laws and regulations in all important aspects of business activities, carry out various businesses in strict accordance with the business scope stipulated in Party B's business license or approved in accordance with the law, and complete the enterprise (legal person) registration, enterprise annual report procedures and operating term renewal/extension procedures in a timely manner.

8.7 Party B shall maintain or improve the current level of operational management, ensure the preservation and appreciation of existing assets. It shall not waive any matured debts, nor dispose of existing major assets in a gratuitous or inappropriate manner without written permission from Party A.

8.8 Without Party A's permission, Party B shall not settle other long-term debts in advance.

8.9 Party B's representations and warranties regarding the management of environmental, social and governance (ESG) risks

Party B makes the following representations and warranties with regard to the management of ESG risks:

8.9.1 Party B has established and improved its internal management system for ESG risks to ensure compliance with the requirements of key laws and regulations in major aspects;

8.9.2 Party B's behavior and performance related to ESG risks are compliant in major aspects;

8.9.3 Party B has established and improved emergency mechanisms and measures for ESG risk emergencies; and

8.9.4 urged its affiliates, main contractors and suppliers to strengthen their management.

8.10 Party B undertakes to comply with the national regulatory requirements on local government implicit debts, and, after signing this Agreement, there shall be no

illegal addition of any local government implicit debts. Local government implicit debts in this Agreement refer to the following:

8.10.1 Implicit debts identified by regulatory agencies such as the national finance department and audit department;

8.10.2 Funds that, although not yet identified as implicit debts by regulatory agencies, are debts actually financed by fiscal fund repayments or the provision of credit support (including guarantees, repurchases, etc.). beyond the statutory government debt limit.

8.11 During business operations, Party B shall strictly abide by and implement the applicable anti-money laundering and sanction compliance related policies and regulations in China and other countries, and shall not participate in or assist others in participating in suspected money laundering, terrorist financing, proliferation financing, tax evasion, fraud, and other illegal and criminal activities, and to comply with and implement the provisions of the anti-money laundering and sanction compliance system documents of Party A in accordance with Party A's requirements. Upon Party A's request, Party B shall actively cooperate with Party A in taking appropriate actions and investigations in accordance with relevant regulations on anti-money laundering, anti-terrorism financing and anti-tax evasion.

8.12 Party B shall not use false contracts with affiliates or creditor's rights such as bills of exchange or accounts receivable without a trade background to process various business transactions with Party A, such as bill discounting, factoring, pledges, letters of credit, or forfeiting.

8.13 Party B shall ensure that loans applied for under the credit item comply with legal requirements, are not used for the following purposes: fixed asset, equity and other investments; illegal speculation and sale of securities, futures and real estate; mutual borrowing to obtain illegal income; areas and purposes prohibited by the state for production and operation; as well as other purposes than those specified in this Agreement and specific business documents.

If the loan funds are disbursed via direct disbursement by the borrower, Party B shall summarize and report the disbursement of loan funds to Party A periodically (at least monthly). Party A has the right to verify whether the loan disbursement meets the agreed purpose of use by means of account analysis, voucher verification, on-site investigation and other methods.

8.14 At the time of signing this Agreement, Party B has not experienced any other material events that would affect the fulfillment of Party B's obligations hereunder. Party B shall immediately notify Party A of the occurrence of any such event during the execution of this Agreement.

9. Special Provisions Regarding Working Capital Loans

9.1 Withdrawals and uses

Party B's use of working capital loans under this Agreement includes direct disbursement and lender-managed disbursement.

9.1.1 Direct disbursement

In direct disbursement, Party A disburses the loan funds to Party B's account based on Party B's application for withdrawal, after which Party B independently pays its transaction counter-parties in accordance with the agreed purposes of the Agreement.

9.1.2 Lender-managed disbursement

In lender-managed disbursement, Party A, in accordance with Party B's application for withdrawal and payment authorization, pays the loan funds through Party B's account to Party B's counter-party for the purposes agreed herein. For loan funds disbursed using the lender-managed disbursement method, Party B authorizes Party A to pay Party B's transaction counter-parties through Party B's account on the loan disbursement date (or the next business day after the disbursement).

9.1.3 Party B shall unconditionally and fully adopt the lender-managed disbursement method under the following circumstances:

9.1.3.1 Where Party B makes a single withdrawal in excess of Renminbi **Ten Million** (inclusive, or equivalent in foreign currency);

9.1.3.2 Where Party A requests Party B to adopt the lender-managed disbursement method in accordance with regulatory requirements or risk control needs.

9.1.4 In the case of lender-managed disbursement, Party B must obtain approval from Party A for external payments after the loan disbursement, and Party B must not evade Party A's supervision through online banking, postdating of checks, splitting of payments, or other means.

9.2 When making a withdrawal, Party B shall submit an application (for offline submission, it shall be affixed with Party B's official seal or Party B's reserved seal with Party A; for online submission, it shall be signed using a digital certificate or other method approved by Party A) and a loan receipt (if required) according to Party A's requirements, as well as any other documents requested by Party A based on the different requirements for direct disbursement and lender-managed disbursement. Otherwise, Party A shall have the right to reject Party B's application for withdrawal.

Party A shall not be liable for any default by Party B to its counter-party or any other loss incurred due to inaccurate or incomplete payment information provided by Party B that results in delayed or failed fund transfers.

9.3 Loan extension

If Party B fails to repay a loan under this Agreement on time and seeks a loan extension, it shall submit a written application to Party A one month before the maturation of the concerned loans. Upon Party A's review and approval of the extension, both parties shall sign a separate extension agreement. If Party A disagrees to the extension, Party B shall still repay the utilized borrowed amount and the accrued interest according to this Agreement and the corresponding loan receipt or Party A's system records.

10. Defaults and Remedies

10.1 Party B is deemed to be in default under any of the following circumstances:

10.1.1 Fails to perform or violates the obligations stipulated in this Agreement (except as otherwise specified in this Agreement);

10.1.2 Its special guarantees under this Agreement are untrue or incomplete, or it violates or fails to perform the special guarantees without making rectification within a reasonable period of time;

10.1.3 Fails to withdraw or utilize loans as stipulated in this Agreement, or fails to repay the loan principal, interest, or fees in full and on time as stipulated in this Agreement, or fails to use the funds in the withdrawal account as required by Party A, or refuses Party A's supervision without make immediate rectification as requested by Party A;

10.1.4 Commits a material breach of contract under a legal and valid contract signed with other creditors and fails to resolve the matter within three months from the date of the default; or any of Party B's affiliates commits a material breach of contract against China Merchants Bank or other creditors and fails to resolve the matter within three months from the date of the default, which, as determined by Party A, may adversely affect Party B's performance (regardless of whether Party B has committed a breach of contract under this Agreement).

The aforementioned material breach of contract refers to a default by Party B that causes its creditors to have the right to claim an amount exceeding RMB One Million.

10.1.5 Where Party B is an NEEQ-listed firm or intends to apply for listing on the NEEQ, and it encounters significant obstacles in listing on NEEQ or has its listing application suspended; or where Party B receives warning letters, corrective orders, restrictions on securities account transactions, or other self-disciplinary measures from the NEEQ for a total of three or more times, or is subject to disciplinary actions such as delisting;

10.1.6 Where Party B is a supplier to a government procurement unit, and the government procurement unit faces risks detrimental to the repayment of Party A's credit, such as consecutive or cumulative delays in payment for three periods, or disqualification of Party B as a supplier (placed on a government procurement blacklist), failure to deliver supplies on time, unstable product quality, operational difficulties, significant deterioration in financial conditions (insolvent), or halting of projects;

10.1.7 Party B's financial indicators fail to meet the requirements as agreed in this Agreement/specific transaction documents on a sustained basis; or any of the prerequisites (if any) for Party A to provide credit/financing for Party B as stipulated in this Agreement/specific transaction documents are not met on a sustained basis;

10.1.8 Party B utilizes loans by breaking up the whole into parts in order not to meet the requirement in this Agreement for Party B to entrust Party A with the external payment of loan funds;

10.1.9 Party B fails to conscientiously perform/fails to satisfy the representations and warranties related to the management of ESG risks in this Agreement, or is penalized by relevant regulatory agencies or faces strong public and/or media scrutiny due to poor ESG risk management, or commits other defaults related to ESG risk management, including the violation of ESG agreements by Party B and its affiliates with their respective creditors;

10.1.10 It shall be deemed as default if Party B uses related party transactions to damage or evade the claims of Party A or other branches of China Merchants Bank.

Related party transactions refer to the transfer of resources or obligations among related parties, regardless of whether payment is received.

10.1.11 Other situations where Party A deems it damages its legitimate rights and interests.

10.2 Where the guarantor encounters any of the following situations and Party A deems it may affect the guarantor's ability to provide guarantee and requests the guarantor to eliminate the adverse impact incurred, or requests

Party B to increase or change the guarantee conditions, but the guarantor or Party B fails to cooperate, such situation shall be considered default:

10.2.1 A situation similar to that described in Article 6.2.6 of this Agreement occurs, or a situation described in Article 6.2.8 occurs without obtaining Party A's consent;

10.2.2 The guarantor conceals its actual ability to bear the guarantee responsibility when issuing an irrevocable letter of guarantee, or fails to obtain authorization from the competent authority;

10.2.3 The guarantor fails to complete registration, enterprise annual report procedures, and/or operating term renewal/extension procedures in a timely manner;

10.2.4 The guarantor neglects the management and collection of its due claims, or disposes of its existing major assets in an uncompensated or otherwise inappropriate manner;

10.2.5 The guarantor breaches any obligation, undertaking or representation in the irrevocable letter of guarantee it has signed.

10.3 In the event of any of the above defaults, Party A shall have the right to take the following measures separately or concurrently:

10.3.1 Reduce the credit limit under this Agreement, or suspend the use of the remaining credit limit;

10.3.2 Initiate an early recovery of the principal, interest and relevant expenses for loans issued within the credit limit;

10.3.3 For bills of exchange accepted or letters of credit, guarantees, delivery guarantees and more issued (including entrusted issuance) by Party A during the credit period, regardless of whether Party A has made advances, Party A may request Party B to increase the amount of the margin, or transfer funds from other accounts opened by Party B with Party A to its margin account as margin for Party A's future advances under this Agreement, or deposit the corresponding amount with a third party as margin for Party A's future advances for Party B;

10.3.4 For unpaid accounts receivable claims acquired by Party A from Party B via factoring, Party A has the right to request Party B to immediately fulfill the repurchase obligation and take other recovery measures in accordance with the specific transaction document; for the accounts receivable rights against Party B that are acquired by Party A via factoring, Party A has the right to immediately pursue recovery against Party B;

10.3.5 Party A may also, as appropriate, directly request Party B to provide other acceptable assets as new collateral, and Party B shall respond to Party A's reasonable request to provide new collateral;

10.3.6 Directly freeze/withhold deposits in any settlement account and/or other accounts opened by Party B with China Merchants Bank, cease opening new settlement accounts for Party B, and suspend the issuance of new credit cards for Party B's legal representative;

10.3.7 Report information on Party B's default and trust to credit bureaus and banking associations, and reserve the right to share such information among banking institutions through appropriate means and even make public disclosure;

10.3.8 Dispose of collateral according to the provisions of the guarantee document and/or seek compensation from the guarantor;

10.3.9 Change the lender-managed disbursement conditions for loan funds, or cancel Party B's use of loans via the "direct disbursement" method for working capital loans under the credit item;

10.3.10 Pursue recourse in accordance with the provisions of this Agreement.

10.4 For funds recovered by Party A, repayments shall be made in reverse order of the actual due dates of each form of credit. The specific order of settling each credit shall be: fees, liquidated damages, compound interest, penalty interest and interest, and finally the principal amount of credit, until all principal and interest, along with any relevant expenses, are fully repaid.

Party A shall have the right to unilaterally adjust the above repayment order, unless otherwise required by laws and regulations.

11. Modifications and Supplementation to the Agreement

This Agreement may be modified upon mutual consensus and written agreement between Party A and Party B. This Agreement shall remain in effect until a written agreement is reached. Neither party may make any unilateral change to this Agreement without permission.

Written supplemental agreements reached by Party A and Party B through negotiations on outstanding issues and modifications to this Agreement as well as the various specific transaction documents under this Agreement constitute an integral part of this Agreement.

12. Other Matters

12.1 During the validity period of this Agreement, regarding any default or delay by Party B, Party A's any tolerance, grace or postponement in executing the rights and interests that Party A is entitled to under the Agreement shall not prejudice, affect, or restrict any rights and interests that Party A is entitled to as a creditor in accordance with relevant laws and regulations, nor shall it be regarded as Party A's waiver of its right to take action against existing or future defaults.

12.2 When this Agreement becomes legally invalid or any of its clauses is found invalid for whatever reasons, Party B shall still bear responsibility for repaying all debts owed to Party A under this Agreement. In the event of the above situation, Party A has the right to terminate the execution of this Agreement and immediately recover all debts owned by Party B under this Agreement.

If changes in applicable laws or policies result in additional costs for Party A in fulfilling obligations under this Agreement, Party B shall compensate Party A for the additional costs incurred upon Party A's request.

12.3 Notices, requests, or other documents related to this Agreement between Party A and Party B shall be sent in writing (including but not limited to letters, faxes, emails, electronic platforms such as China Merchants Bank's corporate online banking/corporate app, text messages, WeChat messages, etc.). Party B confirms the address and method of service of documents as follows:

12.3.1 Party B confirms and agrees that the mailing address, email, fax number, mobile phone number, or WeChat ID provided by the Party B and stored on Party B's electronic platforms, such as China Merchants Bank's corporate online banking/corporate app, or as specified herein, can be used as the address for delivery of notices, requests, or other documents related to this Agreement.

12.3.2 Party B confirms and agrees that: for deliveries made by designated individuals (including but not limited to delivery by lawyers/notaries, express delivery, etc.), the delivery shall be deemed to be made upon the recipient's signature **(if the recipient refuses to accept it, delivery shall be deemed to be made seven days after the date of refusal/return or sending, whichever is earlier)**; for deliveries made by postal mail, seven days after mailing shall be deemed as delivery; for delivery by fax, email, China Merchants Bank's corporate online banking/corporate app internal announcement/notification, mobile messages, or WeChat, the date displayed on the Bank's corresponding system/electronic device as the date of successful transmission shall be deemed as the delivery date. If Party A notifies Party B of the transfer of creditor's rights or urges Party B to make payment

through a public announcement in public media, delivery shall be deemed to be made from the date of the announcement

12.3.3 If Party B changes its mailing address, email address, fax number, mobile number and WeChat ID, it shall notify Party A in writing of the changed information five working days from the date of change; otherwise, Party A shall have the right to use Party B's original mailing address or information for delivery. Party B shall be solely responsible for any losses that may result therefrom, with no effect on the legal validity of the delivery.

12.3.4 Judicial/arbitration documents or notarized documents sent by the court/arbitration institutions, notary offices to the specified delivery address through the agreed delivery method as stipulated in this Agreement shall be deemed effectively delivered (the specific delivery standards shall be implemented in accordance with the provisions of the preceding clause).

Party B further agrees that he court may deliver judicial documents to Party B through electronic means such as the China Judicial Process Information Disclosure Network and the National Unified Delivery Platform; the delivery date shall be deemed as the date of successful delivery shown on the China Judicial Process Information Disclosure Network or the National Unified Delivery Platform.

12.3.5 The delivery address and delivery methods stipulated in this clause apply to the period of performance of the Agreement, dispute resolution period, arbitration period, during court proceedings (first instance, second instance, and retrial), and during enforcement.

12.4 Both parties agree that for each business application under trade financing, Party B's reserved seal with Party A shall suffice, and both parties shall acknowledge the validity of the seal.

12.5 Both parties unanimously agree that: where Party B submits various credit transaction applications or transaction documents through Party A's electronic platforms (including but not limited to corporate online banking/corporate app), an electronic signature generated by a digital certificate shall be regarded as Party B's valid signature and represent Party B's true intent; Party A has the right to complete the relevant transaction vouchers based on the online application information, and Party B shall acknowledge the authenticity, accuracy and legality of such documents and be bound by them unless Party A makes an error.

12.6 In order to facilitate transaction processing, all operations of Party A related to transactions (including but not limited to application acceptance, document review, loan disbursement, transaction confirmation, deduction,

inquiries, receipt printing, collections, deductions, and various notifications) may be handled by any branches in the jurisdiction of Party A, with related documents generated, published or issued. The business operations and documents of the branches in Party A's jurisdiction shall be deemed the actions of Party A and shall be binding on Party B.

12.7 The appendices to this Agreement form an integral part of this Agreement and shall automatically apply to the corresponding specific transactions actually occurring between both parties.

12.8 Assumption of expenses

12.8.1 If this Agreement involves the purchase of an accident insurance by Party B, with Party A as the primary beneficiary, the relevant insurance costs shall be borne according to the following options (checking “√” in “” indicates that the provisions of this article apply).

Please check “√” in “”:

Borne by Party A.

Jointly borne by both Party A and Party B according to the following proportions: $\underline{\quad}$ % borne by Party A , and $\underline{\quad}$ % by Party B.

12.8.2 If this Agreement involves the enforcement of notarization fees (other than fees for the application for the issuance of a certificate of enforcement), the expenses will be borne in the following method (checking “√” in “” indicates that the provisions of this article apply).

Please check “√” in “”:

Borne by Party A.

Jointly borne by both Party A and Party B according to the following proportions: $\underline{\quad}$ % borne by Party A, and $\underline{\quad}$ % by Party B.

12.8.3 For other matters where services are entrusted to third parties, the relevant expenses shall be borne by the entrusting party. Where both parties jointly act as the entrusting party, each shall bear 50%.

12.8.4 In the event that Party B fails to repay the debts owed to Party A under this Agreement on time, Party B shall bear all reasonable attorney's fees, litigation costs, travel expenses, publication fees, service fees, application fees for issuing compulsory enforcement certificates, and all other expenses incurred by Party A in realizing its rights. **After Party A issues a notice to Party B and provides**

undisputed relevant evidence, Party B shall authorize Party A to directly deduct such expenses from Party B's bank account held with Party A. Party B undertakes to repay the amount upon receipt of Party A's notice and relevant undisputed evidence in the event of any shortfall.

12.9 Party B shall do the following in accordance with Party A's requirements (check "√" to select an option):

- Insure its core assets and designate Party A as the first beneficiary;
- Shall not sell or mortgage the / assets designated by Party A before the credit debts are settled;
- The distribution of dividends to Party B's shareholders before the credit debts are settled shall be subject to the following restrictions as requested by Party A: /

12.10 Party B shall ensure that the various financial indicators of Party B during the credit period are not lower than the following requirements: /

12.11 Party B also acknowledges and agrees to be bound by the contents of the group credit transaction cooperation agreement (including adjustments and supplements made by the signing parties from time to time) signed by China Merchants Bank Co., Ltd., Shanghai Branch and Party B's parent company/headquarters/holding company / (fill in the company name), with serial number /. Party B also agrees to assume the obligations set for the group's subsidiaries under that agreement as a subsidiary under the group of that agreement. In the event of a violation, Party B shall be deemed to have committed a default, and Party A shall have the right to adopt the various remedies for defaults stipulated in this Agreement.

12.12 While making a corporate financial and operational decision, if one party has the ability to directly or indirectly control, jointly control or exert significant influence on the other party, they are deemed related parties under this Agreement; two or more parties under the control of one party are also considered related parties, and the specific determination shall be made by Party A.

The term "important interested parties" referred to in this Agreement refers to Party B's legal representative or unit person-in-charge, authorized signatory, actual controller, beneficial owner, important investor, important investee, important creditor, controlled entity, etc., and the specific determination shall be made by Party A.

12.13 Other covenants:

12.13.1 Party B warrants that it is not attempting to secure domestic loans secured by a foreign guarantee. It shall promptly notify Party A in the event of such a situation, and Party A has the right to suspend the signing of new contracts for domestic loans secured by foreign guarantee or the processing of new withdrawals. Party B also warrants that in the event of a guarantee performance, the outstanding principal balance and outstanding external liabilities shall not exceed the weighted balance of Party B's cross-border financing risk. Party B shall bear the risk arising from exceeding the weighted balance of Party B's cross-border financing risk.

12.13.2 Party B undertakes that, during the validity period of this Agreement, Party A shall have the right to suspend Party B's use of the credit limit under this Agreement and adjust the credit scheme under this Agreement if any of the following situations occurs. At that time, Party B shall also cause Zai Lab Ltd. to cooperate with Party A in signing a supplementary agreement to this Agreement (if required):

12.13.2.1 Du Ying (ID type and number: Passport [*]) is no longer Chairman and Chief Executive Officer of Zai Lab (stock code: 09688. HK);**

12.13.2.2 Major changes in Zai Lab group occur, such as the termination of R&D of important pipelines;

12.13.2.3 The guarantee conditions provided by Party B for financing of the same type with other banks are better than the guarantee conditions provided for obtaining credit from Party A;

12.13.2.4 Cumulative BD upfront payments in 2025 for Zai Lab Group exceed USD 100 million;

12.13.2.5 The amount of foreign debts that Party B can apply for cannot cover Party B's domestic rigid liabilities.

13. Account Information

13.1 Special loan account (please check “√” in “□” if applicable)

The issuance and disbursement of all loan funds under this Agreement must be made through the following account:

Account name: Zai Lab (Shanghai) Co., Ltd.

Account number: [***]

Bank name: China Merchants Bank Shanghai Zhangjiang Sub-branch

13.2 Fund withdrawal account

13.2.1 Both Party A and Party B agree to designate the following account as Party B's fund withdrawal account:

Account name: Zai Lab (Shanghai) Co., Ltd.

Account number: [***]

Bank name: China Merchants Bank Shanghai Zhangjiang Sub-branch

In the event of any inconsistency between the above account information and the account information recorded on the loan receipt or in Party A's system, the account information recorded on the loan receipt or in Party A's system shall prevail.

13.2.2 The account monitoring requirements are as follows: ___/___

Party A shall have the right to withdraw the loan early according to Party B's fund withdrawal status. That is, when there are withdrawn funds in the account, the corresponding amount of the loan can be considered as due in advance, and Party A has the right to directly deduct from the account to repay this part of the loan.

13.3 Party B shall provide information on a quarterly basis on the inflow and outflow of funds from the above account, and cooperate with Party A in monitoring the relevant account and the withdrawn funds.

14. Applicable Laws and Dispute Resolution

14.1 The conclusion, interpretation and settlement of disputes in this Agreement are governed by the laws of the People's Republic of China (excluding the laws of Hong Kong, Macao and Taiwan), and the rights and interests of Party A and Party B shall be protected by the laws of the People's Republic of China.

14.2 Disputes arising between Party A and Party B during the performance of this Agreement shall be resolved by both parties through negotiation. Where both parties fail to reach a consensus, either party may (check "√" in to select one of the three options):

14.2.1 File a lawsuit with the People's Court with jurisdiction over Party A's locality;

14.2.2 File a lawsuit with the People's Court with jurisdiction at the place where the Agreement is signed, which is ;

14.2.3 Apply for arbitration by the Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center, and the place of arbitration is Shanghai.

14.3 After the mandatory notarization of this Agreement and the various specific transaction documents are completed by both Party A and Party B, Party A may directly apply to the People's Court with jurisdiction for enforcement to recover the debts owed by Party B under this Agreement and the various specific transaction documents.

15. Effectiveness of Agreement

This Agreement shall come into force after the legal representative/main person-in-charge or authorized agent of both Party A and Party B sign (or affix name seal) and affix the official entity seal/special seal for contracts, and its validity shall automatically cease on the due date of the credit period or when all debts owned by Party B to Party A under this Agreement and all other related charges are settled (whichever is later).

16. Supplementary Provisions

This Agreement is executed in quadruplicate copies, with Party A holding two copies and Party B and the Guarantor holding one copy each, with all copies having the same legal effect.

Party B hereby represents that:

All the clauses of this Agreement have been fully negotiated by both parties. Party B has paid special attention to the clauses related to the exemption or mitigation of Party A's liabilities, which are of significant interest to Party B. At Party B's request, Party A has provided corresponding explanations regarding the aforementioned clauses. Party B has a thorough and accurate understanding thereof.

(No text below)

(The following is the signature section of the Credit Agreement numbered Z902250301)

Party A: China Merchants Bank Co., Ltd., Shanghai Branch (Bank Signature and Seal)

Primary Person-in-Charge or Authorized Representative (Signature/Seal):

China Merchants Bank Co., Ltd., Shanghai Branch
(contract chop)

Ming Lu
(name chop)

Mailing Address: No. 1088 Lujiazui Ring Road, Pudong New Area, Shanghai

Corporate Email: [***]

Corporate Fax Number: /

Mobile Number of Contact Person: [***]

Corporate WeChat ID: /

Party B: Zai Lab (Shanghai) Co., Ltd. (Affix Seal)

Zai Lab (Shanghai) Co., Ltd.
(company chop)

Legal Representative/Main Person-in-Charge or Authorized Representative (Signature/Seal):

YING DU
(name chop)

Mailing Address: Building B, 899 Halei Road, Pudong, Shanghai

Corporate Email: [***]

Corporate Fax Number: /

Mobile Number of Contact Person: [***]

Corporate WeChat ID: /

Date of Signing: August 6, 2025

**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 September 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: November 6, 2025

/s/ Samantha (Ying) Du

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 September 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: November 6, 2025

/s/ Yajing Chen

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 September 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: November 6, 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 September 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: November 6, 2025

/s/ Yajing Chen

Yajing Chen

Chief Financial Officer

(Principal Financial and Accounting Officer)