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DELTA REPORT

10-K

BGNE - BEIGENE, LTD.

10-K - DECEMBER 31, 2022 COMPARED TO 10-K - DECEMBER 31, 2021

The following comparison report has been automatically generated

TOTAL DELTAS	9974
CHANGES	506
DELETIONS	7281
ADDITIONS	2187

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

FORM 10-K

(Mark One)

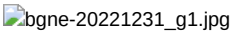
☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2021 December 31, 2022
OR

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

For the transition period from to

Commission file number: 001-37686



BEIGENE, LTD.

(Exact Name of Registrant as Specified in its Charter)

Cayman Islands	**98-1209416**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

c/o Mourant Governance Services (Cayman) Limited

94 Solaris Avenue, Camana Bay

Grand Cayman

Cayman Islands KY1-1108

(Address of principal executive offices, including zip code)

+1 (345) 949 4123
(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 13 Ordinary Shares, par value $0.0001 per share	**BGNE**	**The NASDAQ Global Select Market**
Ordinary Shares, par value $0.0001 per share*	**06160**	**The Stock Exchange of Hong Kong Limited (HKEx)**

*Included in connection with the registration of the American Depositary Shares ("ADSs") with the U.S. Securities and Exchange Commission. The ordinary shares are not listed for trading in the United States but are listed for trading on the HKEx The Stock Exchange of Hong Kong Limited ("HKEx").

Securities registered pursuant to Section 12(g) of the Act: The RMB shares are ordinary shares of the company registrant issued to permitted investors in the People's Republic of China and listed and traded on the STAR Market in Renminbi. The RMB shares are not listed for trading in the United States or on the HKEx and are not fungible with the ordinary shares listed on the HKEx or the ADSs representing the ordinary shares listed on NASDAQ, and in no event will any RMB shares be able to be converted into the ordinary shares listed on the HKEx or the ADSs listed on NASDAQ, or vice versa.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes ☐ No ☒

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T 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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

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 June 30, 2021 June 30, 2022, the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of the ordinary shares, including in the form of ADSs, each representing 13 ordinary shares, held by non-affiliates of the registrant was approximately $14.7 billion $16.8 billion, based upon the closing price of the registrant's ADSs on the NASDAQ Global Select Market on June 30, 2021 June 30, 2022.

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As of February 14, 2022 February 14, 2023, 1,334,804,281 1,356,140,180 ordinary shares, par value $0.0001 per share, were outstanding, of which 973,604,879 863,876,312 ordinary shares were held in the form of 74,892,683 66,452,024 ADSs, and 115,055,260 were RMB shares.

DOCUMENTS INCORPORATED BY REFERENCE

The registrant intends to file a definitive proxy statement pursuant to Regulation 14A within 120 days of the end of the fiscal year ended December 31, 2021 December 31, 2022. Portions of such definitive proxy statement are incorporated by reference into Part III of this Annual Report on Form 10-K.

BeiGene, Ltd.
Annual Report on Form 10-K
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Forward-Looking Statements and Market Data

This Annual Report on Form 10-K (the "Annual Report"), contains forward-looking statements that involve substantial risks and uncertainties. We have based these forward-looking statements largely on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, and operating results. All statements other than statements of historical facts contained in this Annual Report, including statements regarding our strategy, future operations, future financial position, future revenue, projected costs, prospects, plans, objectives of management and expected growth, are forward-looking statements. These statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements.

Forward looking statements are often identified by the use of include words such as, but not limited to, "aim," "anticipate," "believe," "can," "continue," "could," "estimate," "expect," "goal," "intend," "may," "ongoing," "plan," "potential," "predict," "project," "seek," "should," "target," "will," "would" or the negative of these terms or similar expressions or variations intended to identify forward-looking statements, although not all forward-looking statements contain those identifying words. expressions. These forward-looking statements include, among other things, statements about:

- our ability to successfully commercialize our approved medicines and to obtain approvals in additional indications and territories for our medicines;
- our ability to successfully develop and commercialize our in-licensed medicines and drug candidates and any other medicines and drug candidates we may in-license;
- our ability to further develop sales and marketing capabilities and launch and commercialize new medicines, if approved;
- our ability to maintain and expand regulatory approvals for our medicines and drug candidates, if approved;
- the pricing and reimbursement of our medicines and drug candidates, if approved;
- the initiation, timing, progress and results of our preclinical studies and clinical trials and our research and development programs;
- our ability to advance our drug candidates into, and successfully complete, clinical trials and obtain regulatory approvals;
- our reliance on the success of our clinical stage drug candidates;
- our plans, expected milestones and the timing or likelihood of regulatory filings and approvals;
- the implementation of our business model, strategic plans for our business, medicines, drug candidates and technology;
- the scope of protection we (or our licensors) are able to establish and maintain for intellectual property rights covering our medicines, drug candidates and technology;
- our ability to operate our business without infringing, misappropriating or otherwise violating the intellectual property rights and proprietary technology of third parties;
- costs associated with enforcing or defending against intellectual property infringement, misappropriation or violation, product liability and other claims;
- the regulatory environment and regulatory developments in the United States, China, the United Kingdom, Switzerland, the European Union (EU) ("EU") and other jurisdictions in which we operate;
- the accuracy of our estimates regarding expenses, revenues, capital requirements and our need for additional financing;
- the potential benefits of strategic collaboration and licensing agreements and our ability to enter into and maintain strategic arrangements;
- our ability to maintain and establish collaborations or licensing agreements;
- our plans and expectations to build significant technical operations and independent production capabilities for small molecule medicines and large molecule biologics to support the global demand for both commercial and clinical supply;
- our reliance on third parties to conduct drug development, manufacturing and other services;

- our ability to manufacture and supply, or have manufactured and supplied, drug candidates for clinical development and medicines for commercial sale;
- the rate and degree of market access and acceptance and the pricing and reimbursement of our medicines and drug candidates, if approved;

- developments relating to our competitors and our industry, including competing therapies;
- the size of the potential markets for our medicines and drug candidates and our ability to serve those markets;

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- our ability to effectively manage our growth;
- our ability to attract and retain qualified employees and key personnel;
- statements regarding future revenue, hiring plans, key milestones, expenses, capital expenditures, capital requirements and share performance;
- the future trading price of our American Depositary Shares (ADS) ("ADS") listed on NASDAQ, our ordinary shares listed on HKEx, and our ordinary shares issued to permitted investors in China and listed and traded on the STAR in Renminbi (RMB Shares) ("RMB Shares"), as well as the impact of securities analysts' reports on these prices; and
- the impact of the COVID-19 pandemic on our clinical development, regulatory, commercial, manufacturing, and other operations; and operations.
- other These statements involve risks and uncertainties, including those listed under "Part that are described in "Part I-Item 1A-Risk Factors."

These statements involve risks, uncertainties and other factors Factors" of this Annual Report, that may cause actual future events or results levels of activity, performance or achievements to be differ materially different from the information expressed or implied by these forward-looking statements. those expected. Given these uncertainties, you should not place undue reliance on these forward-looking statements. Actual results or events could differ materially from the plans, intentions and expectations disclosed in the forward-looking statements we make. We have based these forward-looking statements largely on our current expectations and projections about future events and trends that we believe may affect our business, financial condition and operating results. We have included important factors in the cautionary statements included in this Annual Report, particularly in "Part I-Item 1A-Risk Factors," that could cause actual future results or events to differ materially from the forward-looking statements that we make. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make.

You should read this Annual Report and the documents that we have filed as exhibits to the Annual Report with the understanding that our actual future results may be materially different from what we expect. We do not assume any obligation to update any forward-looking statements whether as a result of new information, future events or otherwise, except as required by applicable law.

This Annual Report includes statistical and other industry and market data that we obtained from industry publications and research, surveys and studies conducted by third parties. Industry publications and third-party research, surveys and studies generally indicate that their information has been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. While we believe these industry publications and third-party research, surveys and studies are reliable, you are cautioned not to give undue weight to this information.

Summary of Risk Factors

Below is a summary of the principal material factors that make an investment in our ADSs, ordinary shares or RMB shares Shares speculative or risky. This summary does not address all of the risks that we face. Additional discussion of the risks summarized in this risk factor summary, and other risks that we face, are summarized in "Part I – Item 1A – Risk I-Item 1A-Risk Factors" and should be carefully considered, together with other information in this Form 10-K Annual Report and our other filings with the SEC, before making an investment decision regarding our ADSs, ordinary shares or RMB shares.

- Our medicines may fail to achieve and maintain the degree of market acceptance by physicians, patients, third-party payors, and others in the medical community necessary for commercial success.
- We have limited experience in launching and marketing our internally developed and in-licensed medicines. If we are unable to further develop marketing and sales capabilities or enter into agreements with third parties to market and sell our medicines, we may not be able to generate substantial product sales revenue.
- If we are not able to continue to obtain, or experience delays in obtaining, required regulatory approvals, we will not be able to commercialize our medicines and drug candidates, and our ability to generate revenue will be materially impaired.
- We face substantial competition, which may result in others discovering, developing, or commercializing competing medicines before or more successfully than we do.
- The market opportunities for our medicines may be limited to those patients who are ineligible for or have failed prior treatments and may be small.
- We have limited manufacturing capability and must rely on third-party manufacturers to manufacture some of our commercial products and clinical supplies, and if they fail to meet their obligations, the development and commercialization of our medicines and drug candidates could be adversely affected.
- If we or any third parties with which we may collaborate to market and sell our medicines are unable to achieve and maintain coverage and adequate level levels of reimbursement, our commercial success and business operations could be adversely affected.
- We depend substantially on the success of the clinical development of our medicines and drug candidates. If we are unable to successfully complete clinical development, obtain regulatory approvals and commercialize our medicines and drug candidates, or experience significant delays in doing so, our business will be materially harmed.
- Clinical development involves a lengthy and expensive process with an uncertain outcome, and results of earlier studies and trials may not be predictive of future trial results.
- If clinical trials of our drug candidates fail to demonstrate safety and efficacy to the satisfaction of regulatory authorities or do not otherwise produce positive results, we may incur additional costs or experience delays in completing, or ultimately be unable to complete, the development and commercialization of our drug candidates.
- If we encounter difficulties enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.

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- All material aspects of the research, development, manufacturing and commercialization of pharmaceutical products are heavily regulated, and we may face difficulties in complying with or be unable to comply with such regulations, which could have a material adverse effect on our business.
- The approval processes of regulatory authorities in the United States, China, Europe and other comparable regulatory authorities are lengthy, time consuming, costly and inherently unpredictable. If we experience delays or are ultimately unable to obtain regulatory approval for our drug candidates, our business will be substantially harmed.
- Our medicines and any future approved drug candidates will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expense and we may be subject to penalties if we fail to comply with regulatory requirements or experience unanticipated problems with our medicines and drug candidates.

- Even if we are able to commercialize our medicines and any approved drug candidates, the medicines may become subject to unfavorable pricing regulations or third-party reimbursement practices or healthcare reform initiatives, which could harm our business.
- We have incurred significant net losses since our inception and anticipate that we will continue to incur net losses for the foreseeable future and may not become profitable.
- We have limited experience in obtaining regulatory approvals and commercializing pharmaceutical products, which may make it difficult to evaluate our current business and predict our future performance.
- We may need to obtain additional financing to fund our operations, and if we are unable to obtain such financing, we may be unable to complete the development of our drug candidates or achieve profitability.

- If we are unable to obtain and maintain patent protection for our medicines and drug candidates through intellectual property rights, or if the scope of such intellectual property rights is not sufficiently broad, third parties may compete against us.
- If we fail to maintain an effective distribution channel for our medicines, our business and sales could be adversely affected.
- We rely on third parties to manufacture some of our commercial and clinical drug supplies. Our business could be harmed if those third parties fail to provide us with sufficient quantities of product or fail to do so at acceptable quality levels or prices.
- If third-party manufacturers fail to comply with manufacturing regulations, our financial results and financial condition could be adversely affected.
- We have entered into licensing and collaboration arrangements and may enter into additional collaborations, licensing arrangements, or strategic alliances in the future, and we may not realize the benefits of such arrangements.
- If we fail to maintain an effective distribution channel for our medicines, our business and sales could be adversely affected.
- If third-party manufacturers fail to comply with manufacturing regulations, our financial results and financial condition could be adversely affected.
- If we are not able to successfully develop and/or commercialize Amgen's oncology products, the expected benefits of the collaboration will not materialize.
- We have significantly increased and expect to continue to increase our research, development, manufacturing, and commercial capabilities, and we may experience difficulties in managing our growth.
- Our future success depends on our ability to retain key executives and to attract, retain and motivate qualified personnel.
- Our business is subject to complex and evolving industry-specific laws and regulations regarding the collection and transfer of personal data. These laws and regulations can be complex and stringent, and many are subject to change and uncertain interpretation, which could result in claims, changes to our data and other business practices, significant penalties, increased cost of operations, or otherwise adversely impact our business.
- We manufacture some of our medicines and intend to manufacture some of our drug candidates, if approved. Delays Failure to comply with regulatory requirements could result in sanctions being imposed against us and delays in completing and receiving regulatory approvals for our manufacturing facilities, or damage to, destruction of or interruption of production at such facilities, could delay our development plans or commercialization efforts.
- Changes in the political and economic policies of the PRC government or in relations between China and the United States or other governments and the significant oversight and discretion the PRC government has over the conduct of the business operations of our PRC subsidiaries may materially and adversely affect our business, financial condition, and results of operations and may result in our inability to sustain our growth and expansion strategies.
- The audit report reports included in our Annual Report previous annual reports on Form 10-K filed with the SEC is have historically been prepared by auditors who are not inspected fully by the Public Company Accounting Oversight Board, and as such, investors are have previously been deprived of the benefits of such inspection.
- The trading prices of our ordinary shares, ADSs and/or RMB shares Shares can be volatile, which could result in substantial losses to you.

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PART I

Unless the context requires otherwise, references in this report to "BeiGene," the "Company," "we," "us," and "our" refer to BeiGene, Ltd. and its subsidiaries, on a consolidated basis.

Item 1. Business

Overview

We are a global commercial-stage biotechnology company focused on discovering, that is developing manufacturing, and commercializing innovative and affordable oncology medicines to improve treatment outcomes and expand access for patients worldwide.

We currently have three approved medicines that were discovered and developed in our own labs, including BRUKINSA®, a small molecule inhibitor of Bruton's Tyrosine Kinase (BTK) ("BTK") for the treatment of various blood cancers; tislelizumab, an anti-PD-1 antibody immunotherapy for the treatment of various solid tumor and blood cancers; and pamiparib, a selective small molecule inhibitor of PARP1 and PARP2. We have obtained approvals to market BRUKINSA® in the United States, the People's Republic of China (China ("China" or the PRC) "PRC"), the European Union (EU) ("EU"), the United Kingdom (U.K. ("UK"), Canada, Australia and additional international markets, and tislelizumab and pamiparib in China. By leveraging our China commercial capabilities, we have in-licensed the rights to distribute 13 approved medicines for the China market. Supported by our global clinical development and commercial capabilities, we have entered into collaborations with world-leading biopharmaceutical companies such as Amgen Inc. ("Amgen") and Novartis Pharma AG (Novartis) ("Novartis") to develop and commercialize innovative medicines.

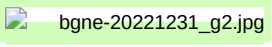
We are committed to advancing best and first-in-class clinical candidates internally or with like-minded partners to develop impactful and affordable medicines for patients across the globe. Our internal clinical development capabilities are deep, including a more than 2,200-person 2,700-person global clinical development and medical affairs team that is running more than 90 80 ongoing or planned clinical trials in over 30 50 medicines and drug candidates. This includes more than 30 pivotal or potentially registration-enabling trials across our portfolio, including our three internally discovered, approved medicines. We have enrolled in our clinical trials more than 14,500 18,000 subjects, of which approximately one-half have been outside of China.

We have built, and are expanding, our internal manufacturing capabilities through our state-of-the-art biologic and small molecule manufacturing facilities in China to support current and potential future demand of our medicines, and plan to build are building a commercial-stage biologics manufacturing and clinical R&D center in New Jersey. We also work with high quality contract manufacturing organizations (CMOs) ("CMOs") to manufacture our internally developed clinical and commercial products.

Since our inception in 2010, we have become a fully integrated global organization of over 8,000 9,000 employees in 23 29 countries and regions, including the United States, China, Europe, and Australia.

Our Holding Company Structure

We are a holding company incorporated in the Cayman Islands with operations primarily conducted through our subsidiaries in the United States, China, United Kingdom, Switzerland and Australia. The following diagram depicts a summary of our corporate structure. Currently, our corporate structure contains no variable interest entities.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Our Strategy

We were founded with the vision to fight cancer with a belief create an integrated biopharmaceutical company to transform the biotech industry, creating impactful medicines that millions of people will be affordable and accessible to far more patients around the world still world. We have limited or no access to high-quality, innovative, made significant progress towards accomplishing this vision over our first 12 years and affordable medicines. We also believe that the industry is in a time of fundamental change driven by regulatory policy updates, scientific progress, and globalization. To seize this opportunity, we have built key five strategic competitive advantages in research, clinical development, commercialization, positioning us for success both near- and manufacturing that are designed to drive our business into the future. We intend to continue to expand our competitive advantages and become a global leader by focusing on the following key strategic imperatives: long-term:

1. **Research and innovation focus**. We have built significant one of the world's largest, most productive and cost-effective oncology research capabilities teams with a team of more than 700 scientists with a proven track record of discovering innovative medicines. Our approach is to leverage our deep internal capabilities and technology platforms to develop medicines that are expected to be highly impactful and 950 scientists. Their efforts have a clear differentiation hypothesis. The strength of our research has been validated by our global commercial approvals, clinical trial results, regulatory approvals, data, and collaborations. From collaborations that have secured $1.4 billion in collaboration payments to the company. We have successfully developed three commercially approved medicines from our internal discovery engine, we including BRUKINSA and tislelizumab. We design each research program with a differentiated biological hypothesis or a first-in-class mechanism of action. Our lead medicine, BRUKINSA, has demonstrated superiority for both progression-free survival and overall response rate versus ibrutinib in relapsed or refractory CLL. Our broad pipeline also includes internally developed products with the potential to be best-in-class or first-in-class, including our BCL-2 inhibitor, BGB-11417, our HPK1 inhibitor, BGB-15025, and BGB-16673, a BTK-targeted CDAC program that has demonstrated its potential with early data. Our pipeline also includes many early-stage assets for targets like OX40, LAG-3, and TIM-3. We have successfully developed three approved medicines: BRUKINSA®, tislelizumab, invested in technology platforms, including CDAC protein degraders, bispecific antibodies, tri-specific antibodies, ADC, CAR-NK, and pamiparib. We are also developing ociperlimab (TIGIT antibody), which is in pivotal stage trials and was recently entered into an option, collaboration and license agreement with Novartis for North America, Europe and Japan; BGB-11417 (BCL2 inhibitor), which is expected to start pivotal trials in 2022; multiple early-stage clinical assets, including OX40, TIM3, and PI3K delta, HPK-1, that are expected to have initial clinical data

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readouts in 2022 and 2023; and have over 50 additional pre-clinical programs, approximately one-half of which may potentially be first-in-class or best-in-class. Going forward, we plan to continue to invest in mRNA. Our research and innovation with the aim of discovering additional first-in-class or best-in-class innovative capabilities will ensure we discover high-quality and impactful medicines for patients.

2. **World-class We have built a substantial global clinical development team** of 2,300 people on five continents, allowing us to run clinical trials predominantly without reliance on third party contract research organizations ("CROs"). Clinical development accounts for over 75% of the cost and most of the time to develop a medicine. We believe that global by fully integrating these capabilities, we can create a strategic competitive advantage. By retaining clinical development capabilities are essential to succeed in the current and future environment. We have built an internal clinical development and medical affairs team of over

2,200 people worldwide that develops our product candidates largely without the assistance of third-party contract research organizations (CROs). We believe this approach has several benefits: first, activities internally, we can be decrease the costs of our trials, increase enrollment speed, and leverage technology to ensure quality and consistency across trials and clinical sites. It also allows us to become more inclusive in the location and number of clinical sites to help improve enrollment speed and the diversity of patients in our trials; second, we have control over our own technology systems and can focus on improved operational excellence; and third, we believe there are cost advantages through large scale and China-inclusive multi-regional clinical trials that have a broad patient population. We aim to improve the speed and cost-efficiency of clinical development while maintaining the highest global quality standards. We believe that our trials. Our demonstrated ability to successfully complete large-scale, multi-regional clinical trials is one of our most important strategic competitive advantages and addresses a large an immense challenge in the pharmaceutical industry – clinical development, which accounts for the majority of time and cost required to bring most oncology medicines to patients. industry.

3. **China commercial leadership**. We have built a strong science-based commercial team portfolio, centered around two cornerstone medicines, BRUKINSA and tislelizumab, that are becoming primary revenue sources and will support the development of our future pipeline and

additional combination therapies. Our hematological franchise is led by BRUKINSA, which is supported by a broad clinical program with over 4,800 patients in 35 trials in 29 markets. We ran two extensive head-to-head studies versus ibrutinib with over 800 patients enrolled. We are the first and only BTK inhibitor to demonstrate superior efficacy versus ibrutinib, and the data from the head-to-head ALPINE trial were selected for the prestigious late-breaker session at the American Society of Hematology ("ASH") meeting in late 2022, with simultaneous publication in *The New England Journal of Medicine*. Based on the pooled safety data generated from our trials, we have shown a very favorable safety profile, especially when compared to ibrutinib in cardiovascular safety, including atrial fibrillation, ventricle arrhythmia, and hypertension. We believe BRUKINSA allows us to build a strong position in heme-oncology with our pipeline medicines, including our BCL-2 inhibitor, in both monotherapy and combination settings. Our solid tumor franchise is led by our anti-PD-1 monoclonal antibody, tislelizumab, which is currently approved in China with over 3,100 colleagues spread across in ten indications. Tislelizumab has achieved the country for broad and deep coverage and organized under experienced executive leadership. We have built a commercial portfolio market leader position in China in the PD-1/PDL-1 class. Outside of oncology medicines through our internal discovery and in-licensing efforts, striving to be a partner of choice and creating mutual benefits China, in conjunction with our partners wherever possible. We believe that partner Novartis, we have filed applications for approval in the U.S. and EU. With tislelizumab and the potentially best-in-class or first-in-class pipeline assets targeting OX40, TIGIT, LAG-3, and TIM-3, we are well-positioned to build our commercial capabilities in China, coupled with our China-inclusive clinical development capabilities conducted at global-quality standards, enable us immuno-oncology business and deliver innovative therapies and combinations to attract favorable in-licensing opportunities. We plan to further leverage our China commercial organization and create advantages in scale, speed, and quality to continue to establish ourselves as a commercial leader in China. patients.

4. **Global We have a differentiated international commercial organization** of over 3,500 people to deliver medicines to patients around the globe. In China, the commercial team is actively driving the uptake of our internally developed and partnered medicines across solid tumors and hematology. BRUKINSA and tislelizumab have achieved market leadership access, positions in China in the BTKi and reputation.PD-1/PDL-1 classes, respectively, and we have launched and sell more than 13 products from our business partners around the globe. In the United States, North America, our U.S. team has continued to grow BRUKINSA sales as we market BRUKINSA® launch new indications and expand to Canada. In Europe, we have built a targeted commercial team focused on medical thought leaders in blood cancer treatments. This competitive foothold is based on the differentiated clinical profile of Altogether, BRUKINSA®. BRUKINSA® sales have continued to grow has been approved in the U.S. as we expand our label in multiple new indications. over 65 markets, with additional filings pending or planned. Our strategy is to commercialize our medicines broadly throughout the world. In Europe, we recently received approval for BRUKINSA® in Waldenström's macroglobulinemia (WM), and we are launching the product across European countries. Our commercial capabilities have also expanded into Canada through our own affiliate and into Latin America through a distribution partner. In the Asia Pacific region we have launched, or are planning to launch through our products, including in China, Australia affiliates, the Latin America region, and other key countries. All together, BRUKINSA® has been approved in 45 countries, with additional filings pending or planned. emerging markets through distribution partners. We aspire to establish our reputation globally as have built a leading biotechnology company by continuing to deliver global commercial organization that will drive the delivery of highly effective and differentiated medicines in to patients around the United States, China, Europe, globe, and other international markets. will collaborate with business partners to bridge health inequities.

5. **Broad accessibility. We have financial strength**. In a time when the cost of capital has risen, we are well positioned financially. We believe that already have substantial revenue from our commercial scale cornerstone assets, which we expect to continue to grow significantly in China, potentially lower costs 2023 and faster speed beyond. We expect product revenue growth to outpace our operating expense growth in clinical development, sizeable portfolio of innovative product candidates, and overall commercial expertise in serving large, underserved populations give us a unique competitive advantage and create an opportunity for the near-term, which will allow us to continue to improve our operating leverage. We will continue to be an early mover thoughtful and strategic in providing innovative medicines at more affordable prices how we deploy

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our capital, and we are committed to many geographies that are not traditionally the focus for international pharmaceutical or biotechnology companies. We plan to focus our generating long-term strategy on seeking approvals of our portfolio compounds globally and building clinical development and commercial capabilities in these markets, either alone or through our collaborators. value.

Our Commercial and Registration Stage Products

The following table summarizes the status of our commercial products and new products that are pending approval as of February 28, 2022 February 27, 2023:

PRODUCT	LEAD INDICATIONS	MECHANISM OF ACTION	REGULATORY STATUS	BEIGENE COMMERCIAL RIGHTS	PARTNER
bgne-20221231_g3.jpg	U.S.: CLL/SLL, R/R MCL[1], WM & R/R MZL[1]; China: R/R MCL[2], R/R CLL/SLL[2] & R/R WM[2]; EU[3]: WM, R/R MZL, R/R CLL/SLL	BTK inhibitor	Approved in the more than 65 markets, incl. U.S., China, EU and other markets	Global	N/A
tislelizumab bgne-20221231_g4.jpg	1L Squamous and Non-Squamous NSCLC/ 2/3 L NSCLC/ R/R classical Hodgkin's lymphoma[2] / 2/3 L HCC[2]/ R/R PD-L1+ UC[2], MSI-H or dMMR solid tumors, 2L ESCC, 1L NPC, 1L GC/GEJC	Anti-PD-1 antibody	Approved in China; BLA accepted in U.S.[4]; MAA accepted in EU[4]	Outside North America, Japan, EU and six other European countries	bgne-20221231_g5.jpg
paminarib bgne-20221231_g6.jpg	3L BRCA-mutated ovarian cancer[2]	PARP inhibitor	Approved in China	Global	N/A
bgne-20221231_g7.jpg	Giant cell tumor of bone[2,8] / Skeletal Related Events (SREs)[2,8]	Anti-RANK ligand antibody	Approved in China	Mainland China	bgne-20221231_g8.jpg
bgne-20221231_g9.jpg	R/R Acute lymphocytic leukemia[1,8]	Anti-CD19 x anti-CD3 bispecific T-cell engager (BiTE)	Approved in China	Mainland China	bgne-20221231_g8.jpg
bgne-20221231_g10.jpg	R/R Multiple myeloma[2,8]	Proteasome inhibitor	Approved in China	Mainland China	bgne-20221231_g8.jpg
bgne-20221231_g11.jpg	R/R adult multiple myeloma, newly diagnosed multiple myeloma, previously treated follicular lymphoma	Anti-angiogenesis, immuno-modulation	Approved in China	Mainland China	bgne-20221231_g12.jpg
bgne-20221231_g13.jpg	Myelodysplastic syndromes, acute myeloid leukemia, chronic myelomonocytic leukemia	DNA hypomethylation	Approved in China	Mainland China	bgne-20221231_g12.jpg
bgne-20221231_g14.jpg	Idiopathic multicentric Castleman disease	IL-6 antagonist	Approved in China	Greater China	bgne-20221231_g15.jpg
bgne-20221231_g16.jpg	High-risk neuroblastoma[2]	Anti-GD2 antibody	Approved in China	Mainland China	bgne-20221231_g15.jpg
POBEVCY® (Avastin biosimilar)	Colorectal and lung cancers	Anti-VEGF antibody	Approved in China	Greater China	bgne-20221231_g17.jpg
TAFINLAR® (dabrafenib)	Melanoma[5]	BRAF inhibitor	Approved in China	China Broad Markets[7]	bgne-20221231_g5.jpg
MEKINIST® (trametinib)	Melanoma[5]	MEK inhibitor	Approved in China	China Broad Markets[7]	bgne-20221231_g5.jpg
VOTRIENT® (pazopanib)	Advance renal cell carcinoma	VEGFR inhibitor	Approved in China	China Broad Markets[7]	bgne-20221231_g5.jpg
AFINITOR® (everolimus)	Advanced renal cell carcinoma[6]	mTOR inhibitor	Approved in China	China Broad Markets[7]	bgne-20221231_g5.jpg
ZYKADIA® (ceritinib)	ALK + NSCLC	ALK inhibitor	Approved in China	China Broad Markets[7]	bgne-20221231_g5.jpg

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1. Approved under accelerated approval. Continued approval for this indication may be contingent upon verification and description of clinical benefit in a confirmatory trial. 2. Conditionally approved. Full approval for these indications is contingent upon results from ongoing randomized, controlled confirmatory clinical trials. 3. The approval is applicable to all 27 EU member states, plus Iceland, Lichtenstein and Norway. 4. U.S.: For patients with unresectable recurrent locally advanced or metastatic esophageal squamous cell carcinoma (ESCC) ESCC after prior systemic therapy. EU: For patients with advanced or metastatic ESCC after prior systemic chemotherapy and for patients with NSCLC including: locally advanced or metastatic NSCLC after prior chemo, in combination with chemotherapy for 1L advanced or metastatic squamous NSCLC, and in combination with chemotherapy for 1L locally advanced or metastatic non-squamous NSCLC with no EGFR or ALK positive mutations. 5. TAFINLAR and MEKINIST are being investigated in combination by Novartis for NSCLC indications. 6. Following progression on or after vascular endothelial growth factor (VEGF)-targeted therapy. 7. Rights to promote and market in China's broad markets pursuant to a Market Development Agreement with an affiliate of Novartis Pharma AG dated December 19, 2021, subject to transfer AG. 8. Conditionally approved. Full approval of responsibilities pursuant to any particular indication will depend on the terms results of the agreement. required post-marketing study(ies) in China.

Abbreviations: ALK = anaplastic lymphoma kinase; BLA = Biologics License Application; BRAF = B-rapidly accelerated fibrosarcoma; CLL = chronic lymphocytic leukemia; EGFR = epidermal growth factor receptor; ESCC = esophageal squamous cell carcinoma; GC = gastric cancer; GEJC = gastroesophageal junction cancer; HCC = hepatocellular carcinoma; MAA = marketing aothorization application; MCL = mantle cell lymphoma; MEK = mitogen-activated protein kinase (MAPK) / Extracellular-signal regulated kinase (ERK); mTOR = Mammalian target of rapamycin; MZL = marginal zone lymphoma; NPC = nasopharyngeal cancer; NSCLC = non-small cell lung cancer; R/R = relapsed / refractory; SLL = small lymphocytic lymphoma; UC = urothelial carcinoma; VEGFR = vascular endothelial growth factor receptor; WM = Waldenström's macroglobulinemia

We commercialize the following internally developed cancer medicines:

BRUKINSA

BRUKINSA® is a second-generation next-generation small molecule inhibitor of Bruton's Tyrosine Kinase (BTK) BTK designed to maximize BTK occupancy and minimize off-target binding effects. BTK is a key component of the B-cell receptor (BCR) signaling pathway and is an important regulator of cell proliferation and cell survival in various lymphomas. BTK inhibitors block BCR-induced BTK activation and its downstream signaling, leading to growth inhibition and cell death in certain malignant white blood cells called B-cells. Zanubrutinib is an orally active inhibitor that covalently binds to BTK, resulting in irreversible inactivation of the enzyme.

We are marketing BRUKINSA® in the United States, China, Europe, the United Kingdom, Canada, Australia and other markets.

In the United States, BRUKINSA® received accelerated approval as a treatment for mantle cell lymphoma (MCL) in adult patients who have received at least one prior therapy (November 2019), and has since also been approved for patients with Waldenström's macroglobulinemia (WM) and relapsed or refractory (R/R) marginal zone lymphoma (MZL) who have received at least one anti-CD20-based regimen. The MCL and MZL indications were approved under accelerated approval based on overall response rate. Continued approval for these indications may be contingent upon verification and description of clinical benefit in a confirmatory trial. In addition, a supplemental new drug application (sNDA) has been accepted for review January 2023, BRUKINSA was approved by the U.S. Food and Drug Administration (FDA) for the treatment of adult patients with chronic lymphocytic leukemia (CLL) CLL or small lymphocytic lymphoma (SLL), with a PDUFA date of October 22, 2022.

In Europe, BRUKINSA® has received approval from the European Commission (EC) ("EC") for the treatment of adult patients with WM who have received at least one prior therapy or for the first-line treatment of patients unsuitable for chemo-immunotherapy. The approval is applicable to all 27 European Union (EU) member states, plus Iceland, Liechtenstein and Norway. BRUKINSA® has also been approved in the U.K. and Switzerland. In addition, two marketing authorization applications have been accepted for review by the European Medicines Agency (EMA) chemo-immunotherapy, as well as for the treatment of patients with MZL and for the treatment of patients with CLL.

In China, BRUKINSA has received conditional approval for adult patients with MCL who have received at least one prior therapy and adult patients with CLL or SLL who have received at least one prior therapy and for the treatment of patients with R/R WM. In addition, an sNDA a supplemental new drug application ("sNDA") has been accepted for review by the China National Medical Products Administration (NMPA) ("NMPA") for the treatment of adult patients with treatment-naïve CLL or SLL. SLL and WM. In December 2021, we announced the inclusion of BRUKINSA® for R/R WM in the updated National Reimbursement Drug List (NRDL) ("NRDL") by the China National Healthcare Security Administration (NHSA) ("NHSA"). Currently, all three approved indications for BRUKINSA® are included in the NRDL.

BRUKINSA® BRUKINSA is also approved across several indications in Australia for WM and MCL, in Canada for WM, MCL and R/R MZL, and in South Korea for R/R MCL and R/R WM and numerous other more than 65 markets (a total of 45 countries as of February 28, 2022). February 2023.

Market Opportunity

Lymphomas are blood-borne cancers involving lymphatic cells of the immune system. They can be broadly categorized into non-Hodgkin's lymphoma (NHL) and Hodgkin's lymphoma (HL). Depending on the origin of the cancer cells, lymphomas can also be characterized as B-cell or T-cell lymphomas. B-cell lymphomas make up approximately 85% of NHLs and comprise a variety of specific diseases involving B-cells at differing stages of maturation or differentiation. lymphoma. In 2021, 2022, estimated global revenues for BTK inhibitors were approximately $8 billion $8.5 billion according to published reports, including approximately $5.5 billion in the United States. reports. Global revenues are projected to be more than $15 billion $20 billion in 2026, according to published reports.

Tislelizumab

Tislelizumab is a humanized IgG4 monoclonal antibody against the immune checkpoint receptor programmed cell death protein 1 (PD-1) that we specifically designed to minimize binding to Fc receptor gamma (FcγR), which is believed to play an essential role in activating phagocytosis in macrophages, to minimize its negative impact on T effector cells.

Tislelizumab is approved in China in six ten indications, including full approval for the first-line treatment of patients with locally advanced unresectable or metastatic gastric or gastroesophageal junction adenocarcinoma with high PD-L1 expression in combination with fluoropyrimidine and platinum chemotherapy, first-line treatment of patients with advanced squamous non-small cell lung cancer (NSCLC) in combination with chemotherapy, for first-line treatment of patients with advanced non-squamous NSCLC in combination with chemotherapy, and for second- or third-line treatment of patients with locally advanced or metastatic NSCLC who progressed on prior platinum-based chemotherapy. chemotherapy, for the treatment of patients with locally advanced or metastatic esophageal squamous cell carcinoma (ESCC) who have disease progression

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following or are intolerant to first-line standard chemotherapy, and for first-line treatment of patients with recurrent or metastatic nasopharyngeal cancer (NPC). The China National Medical Products Administration (NMPA) NMPA also granted conditional approval for the treatment of patients with classical Hodgkin's lymphoma (cHL) who received at least two prior therapies, for the treatment of patients with locally advanced or metastatic urothelial carcinoma (UC) with PD-L1 high expression whose disease progressed during or following platinum-containing chemotherapy or within 12 months of neoadjuvant or adjuvant treatment with platinum-containing chemotherapy, and for the treatment of patients with hepatocellular carcinoma (HCC) who have received at least one systemic therapy. therapy, for patients with previously treated, locally advanced unresectable or metastatic microsatellite instability-high (MSI-H) or mismatch repair-deficient (dMMR) solid tumors. Full approval for these indications is contingent upon results from ongoing randomized, controlled, confirmatory clinical trials. Tislelizumab was included in the NRDL in 2020 for cHL and UC, and in 2021 for non-squamous NSCLC, squamous NSCLC and HCC, covering all of its five eligible approved indications. and in 2022 for locally advanced or metastatic NSCLC, for MSI-H solid tumors, for locally advanced or metastatic ESCC following progression or intolerance to prior first-line chemotherapy, and for first-line recurrent or metastatic NPC.

In addition, we have submitted three two supplemental Biologics License Applications (BLAs) ("sBLAs") for tislelizumab that are under review by the Center for Drug Evaluation (CDE) ("CDE") of the NMPA, including for patients with previously treated, locally advanced first-line unresectable or metastatic microsatellite instability-high (MSI-H) or mismatch repair-deficient (dMMR) solid tumors, for the hepatocellular carcinoma (HCC), and in combination with chemotherapy as first-line treatment of in patients with unresectable locally advanced, recurrent or metastatic esophageal squamous cell carcinoma (ESCC) who have disease progression following or are intolerant to first-line standard chemotherapy, and for first-line treatment of patients with recurrent or metastatic nasopharyngeal cancer (NPC). carcinoma.

We are evaluating tislelizumab in a broad pivotal clinical program for both solid tumor and hematological indications, both globally and in China. We have initiated or completed 17 potentially registration-enabling clinical trials in China and globally, including 13 Phase 3 trials and four pivotal Phase 2 trials.

In January 2021, we announced a collaboration and license agreement with Novartis to develop, manufacture and commercialize tislelizumab in the United States, Canada, Mexico, the EU, UK, Norway, Switzerland, Iceland, Liechtenstein, Russia and Japan (the "Novartis Territory"). We retained worldwide rights to commercialize outside of the Novartis Territory and with our proprietary products in combination with tislelizumab.

In the United States, we have filed a BLA with the FDA for tislelizumab as a treatment for patients with unresectable recurrent locally advanced or metastatic ESCC after prior systemic therapy. This BLA has a PDUFA target action date of July 12, 2022. In addition, Novartis has disclosed plans to submit additional marketing applications in its territory.

Market Opportunity

Globally, the top four PD-1/PD-L1 antibody medicines had revenues of approximately $30.5 billion $36 billion in 2021 2022 based on public reports. We estimate The 2022 China PD1/ PD-1/L1 market (net revenue) will amount to was approximately $2.4 billion $2.2 billion.

Global revenues are projected to be more than $50 billion by 2025 according to published reports, driven by multiple factors including indication expansion, approvals and adoptions in earlier lines of therapies, further market penetration, and extension of duration of therapy.

Pamiparib

Pamiparib is a selective small molecule inhibitor of poly ADP-ribose polymerase 1 (PARP1) and PARP2 enzymes. Pamiparib has demonstrated pharmacological properties such as brain penetration and PARP-DNA complex trapping in preclinical models. Pamiparib is currently in global clinical development as a monotherapy or in combination with other agents for a variety of solid tumor malignancies. To date, more than 1,300 patients have been enrolled in clinical trials of pamiparib.

In China, pamiparib received conditional approval for treatment of patients with germline BRCA (gBRCA) mutation-associated recurrent advanced ovarian, fallopian tube, or primary peritoneal cancer who have been treated with two or more lines of chemotherapy in May 2021. Full approval for this indication is contingent upon results from ongoing corroborative trials confirming the clinical benefit of pamiparib in this population. Pamiparib was included in the 2021 NRDL in its approved indication.

Market Opportunity

Many tumor types have been shown to be responsive to PARP inhibitors, including ovarian cancer (OC), breast cancer, prostate cancer, and gastric cancer (GC). PARP inhibitors have demonstrated encouraging activity both in R/R patients as well as in the maintenance setting.

We are currently commercializing, or plan to commercialize, the following cancer medicines in China under an exclusive license from Amgen:

XGEVA

XGEVA®

XGEVA (denosumab) is an antibody-based RANK ligand (RANKL) inhibitor that was approved globally for the prevention of skeletal-related events (SREs) ("SREs") in patients with bone metastases from solid tumors and in patients with multiple myeloma, and for the treatment of adults and skeletally mature adolescents with giant cell tumor of bone (GCTB). XGEVA® is approved in over 70 countries worldwide. In China, XGEVA® received conditional approval in the GCTB indication in May 2019 and received conditional approval for the SRE indications in November 2020. We began marketing XGEVA® in China in July 2020. In December 2020, we announced the inclusion of XGEVA® in the NRDL for the treatment of GCTB.

GCTB, is a relatively rare, benign, but locally aggressive osteolytic skeletal neoplasm of young adults. The patients experience pain, swelling, and limitation of joint movement at the primary site. In China, there were 2,086 new cases of GCTB which was successfully renewed for inclusion in 2019, according to the China NCCR, IARC, and Frost & Sullivan research. To date, XGEVA® is the only approved therapy for the treatment of GCTB. For patients with aggressive forms of GCTB, who are not candidates for locoregional therapy, e.g., therapy or radiotherapy, XGEVA® is the preferred treatment option over bisphosphonate, chemotherapy, or interferon.

Metastases to bone are a common site of cancer recurrence for many solid tumors. Bone metastases cause pain, compromised quality of life, and SREs, which include pathologic fracture, the need for radiation or surgery to bone, hypercalcemia of malignancy, and spinal cord compression. XGEVA® and bisphosphonates, two different classes of anti-resorptive, can reduce the morbidity of metastatic bone disease, mainly by decreasing SREs through different mechanisms of actions. Similar to bone metastases in patients

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with solid tumors, multiple myeloma has a major feature of osteolytic bone disease that can lead to severe disability and morbidity, including SREs. XGEVA® is also indicated for the prevention of SREs in patients with multiple myeloma.

BLINCYTO 2023.

BLINCYTO®

BLINCYTO (blinatumomab), a bispecific CD-19 directed CD3 T-cell engager, is the first and only approved bi-specific T-cell engager (BiTE) immunotherapy. It has been approved in 60 countries for use in patients with acute lymphoblastic leukemia (ALL). In China, BLINCYTO® received conditional approval as a treatment for adult patients with R/R ALL in December 2020. We began commercializing BLINCYTO®2020 and was conditionally approved in the August 2021.

ALL is the most common childhood malignancy and accounts April 2022 for approximately one-quarter of all childhood malignancies. It is estimated that there are 0.69 cases of ALL in 100,000 people in China, according to the China NCCR, IARC, and F&S research. Approximately 15 percent of children fail initial treatment and advance to R/R stage, and BLINCYTO is indicated for the treatment of pediatric patients with R/R B-cell precursor ALL. There are CAR-T therapies being developed for this indication, and tisagenlecleucel from Novartis has been approved by the FDA for treatment of patients including and under 25 years of age with B-cell precursor ALL that is refractory or We began commercializing BLINCYTO in second or later relapse. Clofarabine from Sanofi is also approved in this indication by the FDA. Neither of these two agents have been approved in China.

KYPROLIS August 2021.

KYPROLIS®

KYPROLIS (carfilzomib), a proteasome inhibitor, has been approved in over 60 countries for use in patients with R/R multiple myeloma (MM). It was approved in China as a treatment for patients with R/R MM in July 2021 and we began commercializing KYPROLIS® in January 2022. In KYPROLIS was included on the class of proteasome inhibitors, VELCADE® has been marketed by Johnson & Johnson NRDL beginning in China since 2006 and NINLARO® (ixazomib) has been marketed by Takeda March 2023 for its approved indication in China since 2018. There are a number of generic forms of carfilzomib being developed in China by local manufacturers, including Jiangsu Hansoh Pharmaceutical Group Co., Ltd., Chia Tai Tianqing Pharmaceutical Group Co., Ltd., and Yangtze River Pharmaceutical Group Co., Ltd.

China.

We commercialize the following cancer medicines in China under an exclusive license from BMS:

REVLIMID

REVLIMID®

REVLIMID (lenalidomide) is an oral immunomodulatory medicine that was approved in China in 2013 for the treatment of multiple myeloma (MM) in combination with dexamethasone in adult patients who have received at least one prior therapy. In February 2018, REVLIMID® received NMPA approval of a new indication for the treatment of MM in combination with dexamethasone in adult patients with previously untreated MM who are not eligible for transplant.

In 2019, there were approximately 20,700 new cases of MM in China in 2019, according to the China NCCR, IARC, and Frost & Sullivan research. With a growing aging population and improving diagnosis, China has seen a steady increase in MM incidence. The main treatments for MM in China include VELCADE®, which is a proteasome inhibitor marketed by Johnson & Johnson in China since 2006, REVLIMID®, NINLARO® (ixazomib), an oral proteasome inhibitor developed by Takeda, DARZALEX® (daratumumab), an infusion CD38 monoclonal antibody marketed by Johnson & Johnson since 2019, and a number of generic forms of VELCADE® and REVLIMID®, including generic lenalidomide from Shuanglu Pharmaceutical Co., Ltd., Chia Tai Tianqing Pharmaceutical Group Co., Ltd., Qilu Pharmaceutical Co., Ltd., and Yangtze River Pharmaceutical Group Co., Ltd. Chinese Society of Clinical Oncology (CSCO) guidelines recommend lenalidomide as a standard of care for the treatment of R/R and newly diagnosed MM as well as in the maintenance setting.

REVLIMID® was listed on the NRDL in June 2017. In November 2019, we announced that REVLIMID® received formal inclusion on the NRDL in China for R/R multiple myeloma. In November 2020 our sNDA for the use of REVLIMID® in combination with rituximab in adult patients with previously treated follicular lymphoma was approved by the NMPA.

VIDAZA

VIDAZA®

VIDAZA (azacitidine for injection) is a pyrimidine nucleoside analog that has been shown to reverse the effects of DNA hypermethylation and promote subsequent gene re-expression. VIDAZA® was approved in China in April 2017 for the treatment of intermediate-2 and high-risk myelodysplastic syndromes (MDS), chronic myelomonocyte leukemia (CMML) and acute myeloid leukemia (AML) with 20% to 30% blasts and multi-lineage dysplasia. In January 2018, VIDAZA® became commercially available in China.

MDSs are among the most common hematological malignant diseases. In 2019, there were approximately 22,100 new cases of MDS in China in 2019, according to the China NCCR, IARC, and Frost & Sullivan research. The typical age of onset is 70 years. The higher-risk MDS (intermediate-2 and high-risk MDS) is considered fatal because the median overall survival is only 0.4-1.1 years, and nearly 30% of these patients progress to AML. In China, the main treatments for intermediate-2 and high-risk MDS are conventional care regimen (CCR) (best supportive care, low-dose cytarabine and intensive chemotherapy), and hypomethylating agents (HMAs). DACOGEN® (decitabine), marketed by Johnson & Johnson, was the first HMA agent approved in China in 2009. In the past several years, at least nine decitabine generics have become available. There are also two approved generic forms of azacitidine from manufacturers Chia Tai Tianqing Pharmaceutical Group Co., Ltd. and Sichuan Huiyu Pharmaceutical Co., Ltd. Nevertheless, there are still over 50% of higher-risk MDS patients treated with CCR, and the unmet need remains large. VIDAZA® is a first-line recommended treatment in the Chinese MDS treatment guidelines. VIDAZA® was listed in the NRDL in October 2018.

In addition to REVLIMID® and VIDAZA,®, we previously commercialized ABRAXANE® (paclitaxel albumin-bound particles for injectable suspension), a solvent-free chemotherapy approved for use in certain patients with metastatic breast cancer, in China until March 2020. On March 25, 2020, the NMPA suspended the importation, sales and

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use of ABRAXANE® in China supplied to us by BMS, and the drug was subsequently recalled by BMS and is not currently available for sale in China. This suspension was based on inspection findings at BMS's contract manufacturing facility in the United States. Additionally, in October 2021, BMS provided 180-days' notice to us, which we dispute, purporting to terminate our license to market ABRAXANE® in China. We have not had any sales of ABRAXANE® since the suspension and do not expect future revenue from ABRAXANE®. ABRAXANE. We have initiated an arbitration proceeding against BMS asserting that it has breached and continues to breach the terms and conditions of the license and supply agreement. For additional information, please see the section of this report Annual Report titled "Legal Proceedings".

We are commercializing or planning to commercialize the following medicines in China under an exclusive license from EUSA Pharma:

SYLVANT

SYLVANT®

SYLVANT (siltuximab), an interleukin-6 (IL-6) antagonist, was approved as a treatment for patients with idiopathic multicentric Castleman disease (iMCD) who are human immunodeficiency virus (HIV) negative and human herpesvirus-8 (HHV-8) negative. SYLVANT® was approved in China in December 2021 for the treatment of adult patients with multicentric Castleman disease (MCD) who are human immunodeficiency virus (HIV) negative and human herpes virus-8 (HHV-8) negative, also known as idiopathic MCD (iMCD). It is estimated that approximately 6,500 to 7,700 new cases of Castleman disease (CD) are diagnosed each year in the United States, of which approximately 75% are estimated to be unicentric and the remaining 25% are estimated to be HHV-8-associated multicentric Castleman disease (MCD) or HHV-8-negative/idiopathic MCD. In Japan, the incidence appears to be similar to that seen in the United States; however, in contrast, MCD appears to be more common than unicentric CD, and HHV-8-associated MCD is rare. There are few published data regarding the epidemiology in China, but there are no clear associations between epidemiology and particular ethnicities.

QARZIBA

QARZIBA®▼

QARZIBA (dinutuximab beta), a mouse-human chimeric monoclonal GD2 antibody, was granted conditional approval by the NMPA for the treatment of high-risk neuroblastoma in patients aged 12 months and above who have previously received induction chemotherapy and achieved at least a partial response, followed by myeloablative therapy and stem cell transplantation, as well as patients with a history of relapsed or refractory (R/R) neuroblastoma with or without residual disease. Neuroblastoma is almost exclusively a disease of children. It is the third most common childhood cancer, after leukemia and brain tumors, and is the most common solid extracranial tumor in children. There are limited publications on the epidemiology of the disease, and it is estimated there are 5-9 cases of neuroblastoma in one million children under the age of 19. High-risk neuroblastoma patients are managed with induction chemotherapy, surgical resection, tandem autologous hematopoietic stem cell transplantation, radiotherapy, and maintenance with biologic/immunologic therapy, e.g., dinutuximab beta. We began commercializing QARZIBA®▼ in December 2021.

We commercialize the following product in China under an exclusive license from Bio-Thera:

POBEVCY (BAT1706)

POBEVCY® (BAT1706)

POBEVCY is a biosimilar to Avastin® (bevacizumab) developed by Bio-Thera Solutions, Ltd., a commercial-stage biopharmaceutical company located in Guangzhou, China. In China, Avastin® is approved for the treatment of patients with metastatic colorectal cancer, liver cancer and NSCLC.

POBEVCY® was approved by the NMPA in China in November 2021 and launched in late 2021 for the treatment of patients with advanced, metastatic or recurrent NSCLC and metastatic colorectal cancer.

We have acquired the right to develop, manufacture and commercialize POBEVCY® in China, including Hong Kong, Macau, and Taiwan. Bio-Thera submitted a marketing application to the EMA and a BLA to the FDA in November 2020. In China, three bevacizumab biosimilars have been approved, marked by Qilu Pharmaceutical Co., Ltd. and Innovent Biologics, Inc., and Shanghai Henlius Biotech Inc., and there are also a number of bevacizumab biosimilars in development, including by Sunshine Guojian Pharmaceutical Co., Ltd.

Reimbursement and Market Access

Our sales are largely dependent on the availability and extent of coverage and reimbursement by third party payors. In many markets these third parties are government health systems and in some markets such as the United States there are also private payors such as private health insurers and health systems. In 2021 2022, we commercialized our products in 43 60 markets.

In China, there is one main payor, the government's national health care coverage system, which provides Basic Medical Insurance (BMI) to the majority (greater than 95%) of China's approximately 1.4 billion people. There are three types of coverage plans in China at the national level that depend on if a resident lives in an urban or rural setting and if they are employed. The different plans have different characteristics in terms of how the plan is paid for and what it covers. Coverage and reimbursement of pharmaceuticals in China comes under the purview of the NHSA, the National Healthcare Security Administration, which oversees the NRDL. The NRDL is composed of three lists. The 'A' and 'B' list are commonly referred to as the 'regular' lists. The A list generally includes older, off-patent medicines, while the B list generally includes newer medicines, some with remaining

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patent protection, which are reimbursed at a lower rate compared to the A list. In 2017, a third list was added to the system, often referred to as the 'C' list or the 'negotiation' list. This list generally includes newer innovative medicines which are accepted on the list after successful negotiation between the NHSA and the company. Typically, inclusion on the C list is accompanied by a discount to the prevailing list price in China for the medicine at the time of inclusion. The NRDL price for a medicine is its prevailing price in China, but the actual reimbursement rate that is used can be modified at the provincial level. In addition to Innovatively, in the 2022 NRDL, there are provincial reimbursement drug lists, or PRDLs. Provinces have been allowed to omit reimbursement a price bidding process for 10-15% of the products and indications non-exclusive drugs was undertaken on the NRDL in order C list to direct resources to other products to better serve their specific populations. This ability is being phased out by 2022 in principle according to a July 2019 NHSA policy memo. The PRDLs are thus, at this time, set the official list of what is available to China's citizens. In addition to insurance national reimbursement patients can elect to self-pay for needed medicines. price benchmark.

Several of our medicines are listed on the NRDL. In the most recent NRDL list announced in December 2021, January 2023, the following medicines were included in the NRDL, effective January 1, 2022 March 1, 2023:

- Tislelizumab in all five nine of its eligible approved indications indications:
  - three new indications For the treatment of adult patients with locally advanced or metastatic non-squamous non-small cell lung cancer (NSCLC) who are negative for epidermal growth factor receptor (EGFR) and anaplastic mesenchymal lymphoma kinase (ALK) mutations and have progressed after or are intolerant of prior chemotherapy with platinum-containing regimens; and adult patients with locally advanced or metastatic squamous NSCLC who are negative

    or unknown for EGFR and ALK mutations and have progressed after or are intolerant of prior chemotherapy with platinum-containing regimens (approved in 2021 January 2022 and two indications included last year: in the NRDL in 2023);
  - For the treatment of adult patients with advanced unresectable or metastatic microsatellite instability-high (MSI-H) or mismatch repair deficient (dMMR) solid tumors: patients with advanced colorectal cancer with disease progression after prior treatment with fluoropyrimidines, oxaliplatin and irinotecan; patients with other advanced solid tumors with disease progression after prior treatment and no satisfactory alternative treatment options (approved in March 2022 and included in the NRDL in 2023);
  - For the treatment of patients with locally advanced or metastatic esophageal squamous cell carcinoma who have progressed after or are intolerant of prior first-line standard chemotherapy (approved in April 2022 and included in the NRDL in 2023);
  - As a first-line treatment for patients with recurrent or metastatic nasopharyngeal cancer (approved in June 2022 and included in the NRDL in 2023);
  - For use in combination with pemetrexed and platinum chemotherapy as a first-line treatment in patients with unresectable, locally advanced or metastatic non-squamous non-small cell lung cancer (NSCLC), with EGFR genomic tumor aberrations negative and ALK genomic tumor negative (approved in June 2021 and included in the NRDL in 2021);
  - For the treatment of patients with hepatocellular carcinoma (HCC) who have been previously treated with at least one systemic therapy (conditionally approved in June 2021 and included in the NRDL in 2021);
  - For use in combination with paclitaxel and carboplatin as a first-line treatment in patients with unresectable, locally advanced or metastatic squamous NSCLC (approved in January 2021 and included in the NRDL in 2021);
  - For the treatment of patients with locally advanced or metastatic urothelial carcinoma (UC) with PD-L1 high expression whose disease progressed during or following platinum-containing chemotherapy or within 12 months of neoadjuvant or adjuvant treatment with platinum-containing chemotherapy (conditionally approved in April 2020 and included in NRDL in 2020); and
  - For the treatment of patients with classical Hodgkin's lymphoma (cHL) who have received at least two prior therapies (conditionally approved in December 2019 and included in the NRDL in 2020).
- BRUKINSA in all three of its approved indications – one new indication in November 2021 and two indications included last year: indications:
  - For the treatment of adult patients with Waldenström's macroglobulinemia (WM) who have received at least one prior therapy (conditionally approved in June 2021 and included in the NRDL in 2021);
  - For the treatment of adult patients with MCL who have received at least one prior therapy (conditionally approved in June 2020 and included in the NRDL in 2020); and
  - For the treatment of adult patients with chronic lymphocytic leukemia (CLL) /small lymphocytic lymphoma (SLL) who have received at least one prior therapy (conditionally approved in June 2020 and included in the NRDL in 2020).
- Pamiparib was initially included in the NRDL in its approved indication:
  - For the treatment of patients with germline BRCA (gBRCA) mutation-associated recurrent advanced ovarian, fallopian tube, or primary peritoneal cancer who have been treated with two or more lines of chemotherapy (conditionally approved in May 2021 and included in the NRDL in 2021).
- KYPROLIS in its approved indication as of March 1, 2023:
  - For the treatment of adult patients with relapsed or refractory multiple myeloma who have received at least two prior therapies, including a proteasome inhibitor and an immunomodulatory agent.

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- XGEVA was successfully renewed in NRDL as of March 2023 in its approved indication:
  - For the treatment of patients with giant cell tumor of the bone (GCTB) that is unresectable or where surgical resection is likely to result in severe morbidity (first included in NRDL in 2020).

Additionally, two of our medicines were listed in past NRDLs: REVLIMID® was included in the 2017 NRDL negotiation list and later received formal inclusion in the 2019 B list, while VIDAZA® was listed in the 2018 NRDL negotiation list and later received formal inclusion to the 2020 B list.

In 2018, China started a new program to centrally purchase generic non-exclusive medicines for the nation's health care system called "volume-based procurement" (VBP), or GPO (group "group purchasing organization) organization" or "4+7" (4 municipalities and 7 provincial cities) when the program was first piloted in 11 major cities. After the 2018 pilot program, it was implemented nationally in 2019. It is a tender-based system that provides guaranteed volume for lowered pricing. Participation in the program requires a product to have passed a generic quality consistency evaluation, (QCE), which in turn requires passing a bioequivalence (BE) comparison often to the originator product. reference listed drug (RLD). The system offers a major portion of a market's volume to winning bidders. More than one company can win a given tender, and more guaranteed volume is awarded as more bidders win. The system is still evolving and, as such, the exact terms of how many bidders win and what amount of volume are won and at what price is also evolving.

It is common in China for pharmaceutical companies to employ patient assistance programs to help patients afford their innovative medicines. Usually these programs have been offered to patients who are self-paying. A typical program provides a certain number of free doses to patients after a certain number of doses have been paid for. Usually these programs end when a medicine is included in the NRDL. We offer these types of patient assistance programs to our patients.

In the United States, most health insurance coverage is provided by private insurers, often accessed via employer-sponsored plans, and the two main public insurance programs, Medicare and Medicaid. All three types of programs usually have some type of coverage for pharmaceutical products. Often this is through a PBM, or pharmacy benefit manager. manager ("PBM"). The structure of the pharmacy benefit can be quite different for different beneficiaries depending on the negotiations between plan sponsors and plan purchasers. There is no central list of covered pharmaceuticals in the United States, as there is no single payer system. As such, the prices paid for pharmaceuticals in the United States can vary.

We offer patient assistance programs in the United States under our myBeiGene program. This program seeks to enhance access to BRUKINSA® by assisting with obtaining reimbursement, co-pay assistance when allowed, temporary supply of free product for insurance delays, and free product assistance for some uninsured and underinsured patients. The programs also seek to support patients and caregivers by providing education and information about BRUKINSA® and its approved indications, nurse advocates, and connecting patients to sources of support such as support groups and transportation/lodging assistance.

Our Pipeline Products

The following table summarizes the status of our internally-discovered drug candidates as of February 28, 2022 February 27, 2023:

<table>
<tr><th>DRUG CANDIDATES ASSET</th><th>PROGRAMS PROGRAM</th><th>DOSE ESC. PHASE 1</th><th>DOSE EXPANSION PHASE 2</th><th>PIVOTAL</th><th>FILED</th><th>MARKETED PHASE 3</th></tr>
<tr><td></td><td>Phase 1b</td><td>Phase 2*</td><td>Phase 2**</td><td>Phase 3</td><td></td><td></td></tr>
<tr><td rowspan="4">Phase 1a Zanubrutinib</td><td rowspan="5"></td><td>monotherapy</td><td></td><td></td><td>R/R MCL (approved in multiple geographies) CLL/SLL</td><td></td></tr>
<tr><td>WM (approved by FDA in the U.S. 9/1/2021) + rituximab</td><td></td><td></td><td>TN MCL and R/R MZL</td><td></td></tr>
<tr><td colspan="2">R/R MZL (accelerated approval by FDA in the U.S. 9/15/2021, approved by Health Canada 2/18/2022) +/- venetoclax</td><td></td><td></td><td></td><td></td></tr>
<tr><td>WM † [1]</td><td colspan="2"></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td colspan="2">R/R MCL, R/R TN CLL/SLL (conditionally approved by NMPA in China 6/3/2020)</td><td></td><td></td><td></td><td></td></tr>
<tr><td>R/R WM (conditionally approved by NMPA in China 6/18/2021)</td><td>zanubrutinib (BTK)</td><td colspan="5"></td></tr>
<tr><td colspan="6">CLL/SLL (filing accepted by the FDA in the U.S., PDUFA date 10/22/2022) + obinutuzumab</td><td></td></tr>
<tr><td>CLL, MZL (filing accepted by the EMA in the EU)</td><td></td><td colspan="5"></td></tr>
<tr><td>WM, CLL/SLL</td><td colspan="5"></td><td></td></tr>
<tr><td>Lupus nephritis</td><td></td><td colspan="5"></td></tr>
</table>

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Previously treated CLL/SLL (ibrutinib acalabrutinib intolerant)					
combination		*+rituximab 1L MCL*			
		+obinutuzumab R/R FL			
tislelizumab *(PD-1)*	monotherapy	+ lenalidomide +/- rituximab R/R DLBCL Tislelizumab	*2L/3L MSI-H or dMMR solid tumors, 2L ESCC*		R/R cHL (conditionally approved 12/26/2019), 2L + UC (conditionally approved 4/10/2020), advanced ESCC, 1L HCC, 2L/3L HCC (conditionally approved 6/23/2021), 2L/3L NSCLC (approved 1/6/2022)
	2L ESCC (filing accepted by the FDA in the U.S.; PDUFA date 7/12/2022)				
	1L Previously treated HCC,				
	R/R NK/T-cell lymphoma cHL				
	+ chemo chemotherapy				1L Sq. NSCLC (approved 1/13/2021), advanced ESCC, 1L non-Sq. NSCLC (approved 6/23/2021) GC/GEJC, 1L NPC
	1L NPC + zanidatamab + chemotherapy			1L GEA	
	1L SCLC, Stage II/IIIA NSCLC, Localized ESCC, 1L UC + sitravatinib	1L GC, 1L ESCC Solid tumors		2L NSCLC	
	+ pamiparib (PARP) fruquintinib		Solid tumors		
pamiparib (*PARP*)	+ zanubrutinib	B-cell malignancies + tislelizumab	monotherapy	*3L gBRCA+ OC (approved 5/7/2021) 1L PD-L1 high NSCLC*	
			2L platinum-sensitive OC maintenance		
1L platinum-sensitive GC maintenance					
HER2-BRCA mutated breast PD-L1+ESCC, 2/3 L cervical cancer					
Solid tumors					
+ TMZ (chemo)	*Solid tumors*				
+RT/TMZ (RT/chemo)	*Glioblastoma*				

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DRUG CANDIDATES	PROGRAMS	DOSE ESC.	DOSE EXPANSION		PIVOTAL		FILED	MARKETED
		Phase 1a	Phase 1b	Phase 2*	Phase 2**	Phase 3		
ociperlimab *(TIGIT)*	+ tislelizumab	*1L NSCLC*						
		R/M Cervical Cancer, R/M ESCC ∧						
		Solid tumors						
	+ tislelizumab + cCRT chemotherapy	*1L SCLC*						
	Stage III unresectable NSCLC							
	+ tislelizumab + chemo	1L NSCLC						
	+ tislelizumab tislelzumab + BAT1706 concurrent chemoradiotherapy			LA NSCLC (PD-L1+)				
		1L HCC LS-SCLC						
lifirafenib (BRAF Dimer) Surzebiclimab	+ mirdametinib tislelizumab +/- LBL-007	*B-Raf- or K-RAS/N-RAS-mutated solid tumors*						
BGB-A425 (TIM-3)	monotherapy & + tislelizumab	*Solid tumors*						
BGB-A333 (PD-L1)	monotherapy & + tislelizumab	Solid tumors						
BGB-A445 (OX40)	+ tislelizumab	Solid tumors						
BGB-11417 (Bcl-2) BGB-10188	monotherapy & + tislelizumab	Solid tumors						
	+/- zanubrutinib	B-cell lymphoid malignancies						
	+/- tislelizumab	B-cell malignancies						
BGB-15025	+ tislelizumab	Solid tumors						
Pamiparib	monotherapy		1L maintenance platinum-sensitive GC					
	+ temozolomide	Solid tumors						
BGB-3245	monotherapy	Solid tumors with BRAF mutations						
Lifirafenib	+ mirdametinib	Solid tumors						
BGB-11417	monotherapy		R/R MCL, R/R CLL/SLL					
	+/- zanubrutinib	Mature B-cell malignancies						
	+ azacitidine +/- posaconazole		Myeloid malignancies					
	+ dexamethasone & + +/- carfilzomib		R/R Multiple Myeloma multiple myelome with t (11;14)					
+ azacytidine BGB-16673	AML, MDS							
BGB-10188 (PI3K Delta)	mono; + tislelizumab; + zanubrutinib monotherapy	B-cell malignancies; Solid tumors malignancies						
BGB-15025 (HPK1)	monotherapy & + tislelizumab	*Advanced solid tumors*						
BGB-23339 (TYK2)	monotherapy	Inflammation and Immunity immunology						

Global BGB-24714	+/- chemotherapy	Solid tumors
China BGB-B167	+/- tislelizumab	Solid tumors

*Some indications will not require a non-pivotal Phase 2 clinical trial prior to beginning pivotal Phase 2 or Phase 3 clinical trials. **Confirmatory clinical trials post approval are required for accelerated or conditional approvals. †R/ Abbreviations: cHL = classical Hodgkin lymphoma; CLL = chronic lymphocytic leukemia; ESCC = esophageal squamous-cell carcinoma; FL = follicular lymphoma; GC = gastric cancer; GEA = gastroesophageal adenocarcinoma; GEJC = gastroesophaegeal junction cancer; HCC = hepatocellular carcinoma; MCL = mantle cell lymphoma; MZL = marginal zone lymphoma; NPC = nasopharyngeal carcinoma; NSCLC = non-small cell lung cancer; R/R or not suitable for chemo-immunotherapy. ∧R/M: recurrent/metastatic

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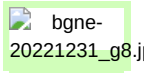
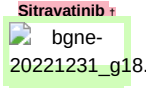
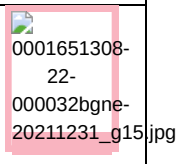
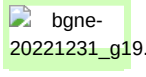
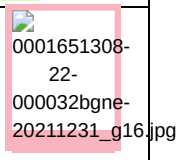
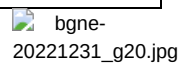
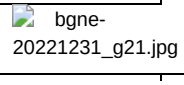
[1] Approved in Canada (3/1/2021); Australia (10/7/2021); EU (27 member states) plus Iceland, Lichtenstein, and Norway (11/23/2021); UK (12/14/2021); Switzerland (2/17/2022); South Korea (2/24/2022)= relapsed/refractory; SCLC = small cell lung cancer; SLL = small lymphocytic lymphoma; TN = treatment treatment-naïve

The following table summarizes the status of our in-licensed drug candidates as of February 28, 2022 February 27, 2023:

COMPOUND Partner	(TARGET) Molecule / PROGRAM Asset	DOSE ESC. Indications	DOSE EXPANSION Phase	PIVOTAL	COMM. RIGHTS	PARTNER Commercial Rights		
	Phase 1a Sotorasib	Phase 1b	Phase 2*	Phase 2** Solid tumors, CRC, NSCLC			Phase 3	China
	tarlatamab ^^	sotorasib SCLC	(KRAS G12C)	*Solid tumors, NSCLC, CRC Phase 2*				
	tarlatamab ∧∧	*(DLL3) acapatamab* ^^	SCLC					
	**pavurutamab ∧∧**	*(BCMA) Prostate cancer, NSCLC*	MM Phase 1	China				
	AMG 176	(Mcl-1, SM)	*Hematologic malignancies*		Phase 1	China		
	AMG 330 ∧	*(CD33)*	*Myeloid malignancies*					
	AMG 427 ∧∧	*(FLT3)* ^^	AML	Phase 1	China			
	acapatamab ∧∧	*(PSMA) AMG 509*	Prostate cancer	Phase 1	China			
	AMG 509 ∧	*(STEAP1 XmAb)*	*Prostate cancer*					
AMG 199 ∧∧	*(MUC17)* ^^	GC/GEJC	Phase 1	China				
AMG 650	(oral small molecule)	*Solid tumors*						
AMG 506	*(FAP x 4-1BB, DARPin®)*	*Solid tumors*						
AMG 994 Phase 1	Bispecific antibody China	*Solid tumors*						
AMG 256	(Anti-PD-1 x IL21 mutein)	*Solid tumors*		Phase 1	China			
Sitravatinib † 	*(multi-kinase inhibitor)Sitravatinib †* + *tislelizumab* Tislelizumab	NSCLC RCC, OC, MEL	Phase 3	Asia, ex-Japan, AU, NZ Australia, New Zealand				
	Mono Sitravatinib † + *tislelizumab* Tislelizumab	HCC, GC/GEJC	Phase 2	Asia, Australia, New Zealand				
	Sitravatinib † + Tislelizumab	Solid tumors	Phase 1	Asia, Australia, New Zealand				
zanidatamab †† 	(HER2, bispecific antibody) Zanidatamab + chemo + tislelizumab Tislelizumab	GEA	Asia ex-Japan, AU, NZ Phase 3	 Asia, Australia, New Zealand				
	Monotherapy Zanidatamab (monotherapy)	Bilary tract cancers BTC	Phase 2	Asia, Australia, New Zealand				
	+ chemo, +/- tislelizumab Zanidatamab	Breast cancer, BC, GC, GEA	Phase 2	Asia, Australia, New Zealand				
	ZW49	(HER2 bispecific ADC) expressing cancers	HER2-expressing cancers Phase 1				Asia, ex-Japan, AU, NZ Australia, New Zealand	
BGB-3245[1]	*(B-RAF)*	Solid tumors	Phase 1	Asia ex-Japan				
								

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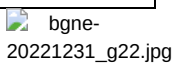
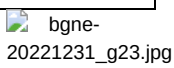
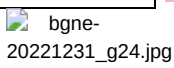
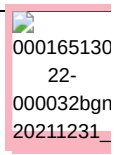
SEA-CD70	*(anti-CD70)*	MDS, AML	Phase 1	Asia, ex-Japan, AU, NZ Australia, New Zealand
 bgne-20221231_g22.jpg				
DKN-01	*(DKK1)* + *tislelizumab +/- chemo Tislelizumab + Chemo*	GC/GEJC	Phase 2	Asia, ex-Japan, AU, NZ Australia, New Zealand
 bgne-20221231_g23.jpg				
LBL-007	*(LAG-3)* + *tislelizumab Tislelizumab*	Advanced solid tumors	Phase 2	ex-China Ex-China
 bgne-20221231_g24.jpg				
vebicorvir†††† (ABI-H0731)®	*(HBV core inhibitor)*	*Chronic Hepatitis B Virus*		*China*
ABI-H3733	(HBV core inhibitor)	*Chronic Hepatitis hepatitis B virus*		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Global Phase 1

China

*Some indications will not require ^ BiTE® molecule; ^^ Half-life extended BiTE®; † XmAb® is a non-pivotal Phase 2 clinical trial prior to beginning pivotal Phase 2 or Phase 3 clinical trials. **Confirmatory clinical trials post approval are required for accelerated or conditional approvals. ^ BiTE, ^^ HLE BiTE (Global trials are being conducted outside registered trademark of China.), † Xencor, Inc. Mirati is also conducting its own clinical studies with sitravatinib, including the Phase 3 Phas3 SAPPHIRE trial in non-sq NSCLC. non Sq NSCLC; †† ZW25, ††† Assembly is conducting Phase 2 triple combination studies ZW25; 1 By MapKure, a JV with VBR and a Ph1 study of ABI-H3733. SpringWorks

Abbreviations: AML: AML = acute myeloid leukemia, HLE BiTE: Half-life extended Bi-specific T-cell engagers, GC/GEJ: myelogenous leukemia; BC = breast cancer; BTC = biliary tract cancers; CRC = colorectal cancer; GC = gastric cancer/ cancer; GEA = gastroesophageal adenocarcinoma; GEJC = gastroesophaegeal junction HCC: cancer; HCC = hepatocellular carcinoma, IND: Investigational New Drug, MEL: melanoma, MM: multiple myeloma, NHL: non-Hodgkin's lymphoma, N/SCLC: carcinoma; MDS = myelodysplastic syndromes; NSCLC = non-small cell lung cancer, OC: ovarian cancer, RCC: renal cancer; SCLC = small cell carcinoma, SM: small molecule; (1) By MapKure, a joint venture with SpringWorks Therapeutics

lung cancer

Our Commercial- and Clinical-Stage Drug Candidates

A description of our commercial- and clinical-stage drug candidates and clinical data from selected clinical trials is set forth below. Historically, we have made available, and we intend to continue to make available, clinical data and/or topline results from clinical trials of our drug candidates in our press releases and/or filings with the U.S. Securities and Exchange Commission (SEC) ("SEC"), the Stock Exchange of Hong Kong Limited (HKEx) ("HKEx"), and the Shanghai Stock Exchange (SSE) ("SSE"), copies of which are available on the Investors section of our website.

Commercial-Stage

BRUKINSA (zanubrutinib), a BTK Inhibitor

We are currently evaluating zanubrutinib in a broad pivotal clinical program globally and in China as a monotherapy and in combination with other therapies to treat various lymphomas. a number of B-cell malignancies. Zanubrutinib has demonstrated higher selectivity against BTK than IMBRUVICA® (ibrutinib), an approved BTK inhibitor, based on our biochemical assays; higher exposure than ibrutinib based on their respective Phase 1 experience in separate studies; and sustained 24-hour BTK occupancy in both the peripheral blood and lymph node compartments in patients. Zanubrutinib is the only BTK inhibitor to demonstrate superior progression-free survival versus IMBRUVICA® (ibrutinib), an approved BTK inhibitor.

Overview of Clinical Development Program and Regulatory Status

We have announced BRUKINSA® approvals around the world, including in the United States, China, the EU, the U.K., Canada, Australia, South Korea and Australia. Switzerland. As of February December 2022, 43 26 additional marketing authorization applications for BRUKINSA® have been submitted and are under review, including

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by BeiGene and with support from our five distribution partners: Adium Pharma in Latin America and the Caribbean, NewBridge Pharmaceuticals in the Middle East and North Africa, Erkim in Turkey, Nanolek in Russia, and Medison in Israel.

Based on the clinical data to date, we believe that BRUKINSA® has a potentially best-in-class profile, and we are running a broad global pivotal program in multiple indications, including nine 10 registration or registration-enabling clinical trials. Four Five of the nine studies 10 trials are Phase 3 and five are designed to be registration-enabling Phase 2 trials.

We have reported results from the monotherapy head-to-head Phase 3 trial versus ibrutinib in WM (ASPEN, NCT03053440), which are being has been included in several filings globally. We are have also conducting an ongoing reported results from the Phase 3 trial comparing BRUKINSA® to bendamustine and rituximab in patients with treatment-naïve (TN) CLL/SLL (SEQUOIA, NCT03336333) and a the head-to-head Phase 3 trial in R/R CLL/SLL versus ibrutinib (ALPINE, NCT03734016). We have completed patient enrollment Both trials are the basis for our approvals in SEQUOIA CLL in the U.S. and ALPINE. EU. Our fourth Phase 3 trial is an ongoing Phase 3 confirmatory trial in patients with treatment-naive (TN) TN MCL (NCT04002297). Our fifth Phase 3 trial is an ongoing Phase 3 confirmatory trial in patients with R/R follicular lymphoma (FL) or R/R MZL (NCT05100862). Additionally, we have five filed or ongoing Phase 2 trials that are designed to be registration-enabling, including four monotherapy studies in R/R MCL, R/R WM, R/R CLL/SLL (NCT03206970, NCT03332173, NCT03206918), and R/R MZL (MAGNOLIA, NCT03846427) and an ongoing pivotal Phase 2 trial in combination with GAZYVA® (obinutuzumab) in patients with R/R FL (ROSEWOOD, NCT03332017). Data from the ROSEWOOD trial were presented at the European Hematology Association (EHA) 2022, meeting its primary endpoint. Finally, we are also investigating zanubrutinib in several combination studies in DLBCL MCL, MZL and CLL/SLL, including two studies a Phase 3 trial in CLL/SLL investigating combination with venetoclax combinations. in front-line CLL/SLL.

We continue to pursue regulatory approvals for BRUKINSA® globally. In February 2022, we announced that the FDA accepted for review a sNDA for Besides our recent approvals in CLL/SLL with a Prescription Drug User Fee Act (PDUFA) target action date of October 22, 2022, in the United States (January 2023) and that the EMA accepted for review two marketing authorization applications for MZL and CLL. We EU (November 2022) we expect continued regulatory decisions for some of our global filings this year, including potential additional approvals in more than 10 markets We expect topline results to be available from the ALPINE trial comparing BRUKINSA® versus ibrutinib in second line CLL/SLL in the first half 2022. Finally, we expect to announce clinical data on the fully enrolled pivotal Phase 2 ROSEWOOD trial comparing BRUKINSA® plus obinutuzumab to obinutuzumab alone in R/R follicular lymphoma patients in 2022.markets.

Tislelizumab, an anti-PD-1 Antibody

Tislelizumab is a humanized monoclonal antibody against the immune checkpoint receptor PD-1 that is currently being evaluated in pivotal clinical trials globally and in China and for which we plan to commence additional pivotal trials as a monotherapy and in combination with standard of care to treat various solid and hematological cancers.

Overview of Clinical Development Program and Regulatory Status

BeiGene has initiated or completed 17 21 potentially registration-enabling clinical trials in China and globally, including 13 Phase 3 trials and four pivotal Phase 2 trials intended to support regulatory submissions globally and in China.

Our trials in lung cancer include:

- A global Phase 3 trial evaluating tislelizumab as a second- or third-line treatment compared to docetaxel in patients with locally advanced or metastatic NSCLC (NCT03358875);
- Two Phase 3 trials in China evaluating tislelizumab plus chemotherapy versus chemotherapy in squamous and non-squamous NSCLC (NCT03594747 and NCT03663205, respectively);
- A Phase 3 trial in China in 1L SCLC evaluating tislelizumab plus chemotherapy versus chemotherapy (NCT04005716); and
- A Phase 3 trial in China of tislelizumab in combination with platinum-based doublet chemotherapy as neoadjuvant treatment for patients with NSCLC (NCT04379635).

Our trials in liver cancer include:

- A global Phase 3 trial comparing tislelizumab with sorafenib as first-line treatment for patients with HCC (NCT03412773); and
- A global single-arm pivotal Phase 2 trial in second or third line unresectable HCC (NCT03419897).

Our trials in gastric cancer include:

- A global Phase 3 trial of tislelizumab combined with chemotherapy versus placebo combined with chemotherapy as first-line treatment for patients with gastric cancer (NCT03777657).

Our trials in lymphoma include:

- A Phase 3 trial in China comparing tislelizumab to salvage chemotherapy in patients with relapsed or refractory classical Hodgkin Lymphoma (cHL; NCT04486391); and
- A Phase 2 trial in China in patients with relapsed or refractory cHL (NCT03209973).

Our trials in urothelial carcinoma include:

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- A Phase 3 trial in China in patients with locally advanced or metastatic urothelial carcinoma (NCT03967977); and
- Phase 2 trial in China in patients with locally advanced or metastatic urothelial bladder cancer (NCT04004221).

Our trials in ESCC include:

- A global Phase 3 trial comparing tislelizumab with chemotherapy as second-line treatment for patients with advanced ESCC (NCT03430843);
- A global Phase 3 trial of tislelizumab in combination with chemotherapy as first-line treatment for patients with ESCC (NCT03783442); and
- A Phase 3 trial in China of tislelizumab versus placebo in combination with chemoradiotherapy in patients with localized ESCC (NCT03957590).

Finally, our trials in solid tumors and nasopharyngeal cancer include:

- A Phase 2 trial in China in patients with MSI-H/dMMR solid tumors (NCT03736889); and
- A Phase 3 trial in China and Thailand of tislelizumab combined with chemotherapy versus placebo combined with chemotherapy as first-line treatment in patients with nasopharyngeal cancer (NCT03924986).

As of Janua Decemberry 2022, we had enrolled over 9,000 11,000 subjects in clinical trials of tislelizumab in 35 countries, 31 geographies, including close to 3,000 more than 4,000 subjects outside of China. These studies include 11 multi-regional registrational trials that are designed for global regulatory approvals. Data from our trials thus far suggested that tislelizumab was generally well-tolerated and exhibited anti-tumor activity in a variety of tumor types.

Pamiparib, a PARP1 and PARP2 Inhibitor

Pamiparib is a selective small molecule inhibitor of poly ADP-ribose polymerase 1 (PARP1) and PARP2 enzymes that is being evaluated as a potential monotherapy and in combinations for the treatment of various solid tumors. We believe that pamiparib has the potential to be differentiated from other PARP inhibitors because of its brain penetration, greater selectivity, strong DNA-trapping activity, and good oral bioavailability demonstrated in preclinical models.

Overview of Clinical Development Program and Regulatory Status

In China, pamiparib received conditional approval in May 2021 for treatment of patients with germline BRCA (gBRCA) mutation-associated recurrent advanced ovarian, fallopian tube, or primary peritoneal cancer who have been treated with two or more lines of chemotherapy. Full approval for this indication is contingent upon results from ongoing corroborative trials confirming the clinical benefit of pamiparib in this population.

In addition, our clinical development program includes a Phase 3 trial as a maintenance therapy in patients with platinum-sensitive recurrent OC (NCT03519230), a Phase 2 trial in BRCA-mutated HER2-negative breast cancer (NCT03575065), a Phase 2 trial in first-line platinum-sensitive GC maintenance (NCT03427814), and a Phase 1b/2 1b trial in combination with temozolomide in glioblastoma multiforme (NCT03150862) solid tumors (NCT03150810).

We expect to announce top-line results from the Phase 3 maintenance study in patients with platinum-sensitive recurrent OC in the first half of 2022.

Clinical-Stage

Ociperlimab (BGB-A1217), a TIGIT Inhibitor

Ociperlimab (BGB-A1217) is an investigational humanized IgG1-variant monoclonal antibody directed against TIGIT. An immune checkpoint molecule, ociperlimab is currently being investigated in two global Phase 3 clinical trials, the AdvanTIG-301 (NCT04866017) and AdvanTIG-302 (NCT04746924) trials, in combination with tislelizumab in NSCLC. To date, approximately 800 As of December 2022, more than 1,600 subjects have been enrolled across the ociperlimab development program, which includes six eight global trials in patients with lung cancers, esophageal squamous cell carcinoma, and cervical cancer.

In December 2021 we announced an option, collaboration and license agreement with Novartis to develop, manufacture and commercialize ociperlimab in North America, Europe, and Japan, as discussed further below under "Novartis Collaboration — *Option Collaboration and License Agreement for Ociperlimab"*.

We have completed patient enrollment in the AdvanTIG-202 trial (NCT04693234) in patients with previously treated recurrent or metastatic cervical cancer. We expect to initiate additional pivotal clinical trials and announce data from Phase 2 trial expansion cohorts in 2022. 2023 to inform our subsequent development for ociperlimab.

Lifirafenib (BGB-283) and BGB-3245, Inhibitors of RAF

Lifirafenib is an investigational novel small molecule inhibitor with RAF monomer and dimer inhibition activities. Lifirafenib has shown antitumor activities in preclinical models and in cancer patients with tumors harboring BRAF V600E mutations, non-V600E BRAF mutations or KRAS/NRAS mutations. We have been developing lifirafenib for the treatment of cancers with aberrations in the mitogen-activated protein kinase (MAPK), pathway, including BRAF gene mutations and KRAS/NRAS gene mutations where first generation BRAF inhibitors are not effective. We believe that lifirafenib as monotherapy or in combination with other agents may have potential for treating various malignancies such as melanoma, NSCLC, and endometrial cancer.

BeiGene is working together with SpringWorks Therapeutics, Inc. (SpringWorks) in a global clinical collaboration and has initiated a Phase 1b clinical trial (NCT03905148) to evaluate the safety, tolerability, and preliminary efficacy of lifirafenib in combination with SpringWorks' investigational MEK inhibitor, mirdametinib (PD-0325901), in patients with advanced solid tumors.

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In addition to the collaboration, BeiGene and SpringWorks formed a separate company, MapKure, LLC, to develop BGB-3245, an investigational, selective next-generation RAF kinase inhibitor discovered by BeiGene scientists. MapKure has an ongoing Phase 1 clinical trial of BGB-3245 (NCT04249843) in patients with advanced or refractory tumors harboring specific v-RAF murine sarcoma viral oncogene homolog B (B-RAF) genetic mutations.

Sitravatinib, a Multi-Kinase Inhibitor

In January 2018, we entered into an exclusive license agreement with Mirati Therapeutics, Inc. (Mirati) for the development, manufacturing and commercialization of Mirati's sitravatinib in Asia (excluding Japan and certain other countries), Australia and New Zealand. Sitravatinib is an investigational spectrum-selective kinase inhibitor, which potently inhibits receptor tyrosine kinases, including RET, TAM family receptors (TYRO3, Axl, MER), and split family receptors (VEGFR2, KIT). Sitravatinib is being evaluated by Mirati in multiple clinical trials to treat patients who are refractory to prior immune checkpoint inhibitor therapy, including a Phase 3 SAPPHIRE trial of sitravatinib in NSCLC initiated in 2019. In data readouts at the American Association 2022, as part of our collaboration with Mirati, we initiated patient enrollment for Cancer Research (AACR) Annual Meeting 2021, two cohorts from BeiGene's a Phase 1b 2 clinical trial (NCT03666143) of sitravatinib in combination with tislelizumab in locally advanced unresectable or metastatic melanoma who were R/R to PD-1/LI inhibitors and in patients with advanced platinum-resistant ovarian cancer (PROC) were presented. Sitravatinib is being evaluated by BeiGene ESCC that progressed on or after anti-PD-L1 antibody therapy (NCT05461794).

We are evaluating sitravatinib in multiple clinical trials including a Phase 3 trial combining sitravatinib combined with tislelizumab in NSCLC. NSCLC (NCT04921358).

BGB-11417, a Small Molecule Bcl-2 Inhibitor

BGB-11417 is an investigational small molecule Bcl-2 inhibitor. We have completed preclinical and investigational new drug (IND) -enabling studies of BGB-11417, which demonstrated potent activity and high selectivity against the pro-apoptotic protein Bcl-2. The molecule appears to be more potent than venetoclax and shows the potential to overcome resistance to venetoclax. Further, it is more selective than venetoclax for Bcl-2 relative to Bcl-xL. Finally, we believe that it is well-positioned to be combined with BRUKINSA®. We have an ongoing BRUKINSA. Phase 1 trial (NCT04277637) clinical data for non-Hodgkin's lymphoma, CLL, acute myeloid leukemia (AML) and multiple myeloma (MM) (NCT04883957, NCT04277637, NCT04771130, and NCT04973605) were presented at ASH 2022. We initiated patient dosing in Australia and the United States a Phase 2 study to investigate the safety, tolerability, pharmacokinetics, and preliminary antitumor activity of evaluate BCL-2 inhibitor BGB-11417 and its combination with zanubrutinib in patients with mature B-cell malignancies. We relapsed or refractory mantle cell lymphoma (NCT05471843) and relapsed or refractory chronic lymphocytic leukemia or small lymphocytic lymphoma (NCT05479994) in 2022 and expect to start pivotal trials for BGB-11417 data readouts from ongoing studies in 2022.2023.

BGB-A445, an OX40 Agonist Antibody

BGB-A445 is an investigational agonistic antibody directed to the OX40 antigen. BGB-A445 is a non-ligand competing antibody that does not disrupt OX40 to OX40 ligand engagement. Preclinical experiments showed that BGB-A445 has increasing effectiveness at higher doses versus an antibody that was ligand-competing, which showed falling effectiveness at higher doses. BGB-A445 has also showed in preclinical tests the potential to be combined with several agents, such as tislelizumab, as well as a TLR9 agonist, a PI3Kδ inhibitor, sitravatinib, and chemotherapy. We have an ongoing Phase 1 trial (NCT04215978) of BGB-A445 in combination with tislelizumab in patients with advanced solid tumors and expect to initiate initiated tumor-specific dose expansion for BGB-A445 (OX-40) cohorts in the first half of a Phase 1 monotherapy trial (NCT04215978) in patients with solid tumors in 2022. We initiated patient dosing in a Phase 2 basket trial in melanoma, renal cell cancer and bladder cancer (NCT05661955).

ZW25 (Zanidatamab), a bispecific HER2-targeted antibody

Zanidatamab, a novel investigational Azymetric™ bispecific antibody targeting HER2, is currently in late-stage clinical development with Zymeworks Inc. BeiGene has development and commercial rights to zanidatamab in Asia (excluding Japan), Australia, and New Zealand. We are participating in three ongoing clinical studies with zanidatamab. The first is a Phase 1/2 study (NCT04215978) in HER2-positive breast and gastric cancer. The breast cancer arm combines zanidatamab with docetaxel, and the gastric cancer arm combines zanidatamab with our PD-1 inhibitor tislelizumab and chemotherapy. The second study HERIZON-BTC-01 (NCT04466891) is a Phase 2b study in patients with advanced or metastatic HER2-amplified biliary tract cancers (BTC) in which zanidatamab is being used as monotherapy. Positive topline results from this trial were announced in 2022. We initiated a global Phase 3 clinical trial (NCT05152147) examining zanidatamab in combination with chemotherapy with and without tislelizumab in HER2-positive gastroesophageal cancer in late 2021. We expect to complete completed enrollment in 2L biliary tract cancer in 2022.

BGB-A425, Surzebiclimab (BGB-A425), a TIM-3 Inhibitor

BGB-A425 Surzebiclimab (BGB-A425) is an investigational humanized IgG1-variant monoclonal antibody against T-cell immunoglobulin and mucin-domain containing-3 (TIM-3). We have an ongoing Phase 1/2 trial (NCT03744468) of BGB-A425 surzebiclimab in combination with tislelizumab in various solid tumors.

BGB-15025, a Small Molecule HPK1 Inhibitor

BGB-15025 is an investigational small molecule inhibitor of HPK1, which is a key negative feedback regulator of TCR signaling. Inhibition of HPK1 leads to enhanced T-cell activation pre-clinically. In addition, preclinical studies showed that BGB-15025 exhibits combination activity with tislelizumab and has a wide therapeutic window. We initiated a Phase 1 trial (NCT04649385) of BGB-15025 alone and in combination with tislelizumab in patients with advanced solid tumors in 2021. This trial is being conducted in multiple countries globally. We expect to initiate dose-expansion for BGB-15025 in 2023.

BGB-16673, a BTK-targeted CDAC

BGB-16733 is an investigational BTK-targeting chimeric degradation activation compound (CDAC) active against both wild-type and mutant BTK. BGB-16673 has demonstrated preclinical antitumor activity in models with wild-type BTK and models with BTK inhibitor–resistant mutations commonly observed in patients who have progressed on prior BTK inhibitor treatment. A Phase 1 open-label, dose-escalation, and dose-expansion trial (NCT05006716) in adult patients with relapsed/refractory (R/R) B-cell malignancies is currently enrolling.

BGB-23339, a TYK2 inhibitor

BGB-23339 is a potent, highly selective, allosteric, investigational tyrosine kinase 2 (TYK2) inhibitor discovered and being developed by BeiGene. TYK2 is a member of the second half JAK family and functions as a critical mediator in cytokine signaling pathways implicated in multiple immune-mediated disorders. Designed to target the regulatory pseudokinase (JH2) domain on TYK2, BGB-23339 has demonstrated strong selectivity in preclinical studies with potent inhibition of 2022. interleukin (IL)-12, IL-23, and Type 1 interferons (IFNs)—pro-inflammatory cytokines that play a determinant role in the induction of inflammation. BGB-23339 is currently being evaluated in a Phase 1 clinical study (NCT05093270).

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BGB-24714, a SMAC mimetic

BGB-24714 is an investigational Second Mitochondrial-derived Activator of Caspase (SMAC) mimetic currently enrolling in a Phase 1 clinical trial (NCT05381909) as monotherapy or in combination with paclitaxel in advanced solid tumors.

BGB-B167, a CEA x 4-1BB bispecific

BGB-B167 is an investigational first-in-class CEA x 4-1BB bispecific antibody. It is currently enrolling in a Phase 1 clinical trial (NCT05494762) as a monotherapy and in combination with tislelizumab in patients with selected CEA-expressing advanced or metastatic solid tumors, including colorectal cancer (CRC).

BGB-10188 (PI3K inhibitor)

BGB-10188 is an investigational PI3Kδ inhibitor being evaluated in a Phase 1 clinical trial (NCT04282018) as monotherapy or in combination with BRUKINSA in hematology malignancies, or in combination with tislelizumab in solid tumors.

Our Preclinical Programs

We have a proprietary biology research platform that has allowed us to research and develop both small molecules and biologic molecules. In the last decade, this platform has generated more than 10 clinical stage assets, including three internally-developed internally-developed molecules that have been approved by regulatory bodies in the United States, China, EU and other markets, with other filings pending globally and planned to be submitted. The platform is a full-process technology system spanning from early discovery to commercialization of oncology medicines based on multiple drug technology platforms that can be applied to oncology and other fields. We have core technology platforms for the development of small molecule and antibody medicines and the manufacturing of our own and potentially other medicines. Currently, we have over 50 60 pre-clinical programs and we believe that half of them the majority have best-in-class or first-in-class potential.

We anticipate advancing multiple our preclinical drug candidates into the clinic in the next 12 months. We believe that we have the opportunity to combine tislelizumab with our preclinical candidates to target multiple points in the cancer immunity cycle. We also may seek to develop companion diagnostics that will help identify patients who are most likely to benefit from the use of our medicines and drug candidates.

Manufacturing and Supply

We manufacture our medicines and drug candidates internally and in some cases with the help of third-party contract manufacturing organizations (CMOs). CMOs. The manufacturing of our medicines and drug candidates is subject to extensive regulations that impose various procedural and documentation requirements governing recordkeeping, manufacturing processes and controls, personnel, quality control, and quality assurance, among others. Our manufacturing facilities and the facilities of the CMOs we use to manufacture our medicines and drug candidates operate under current good manufacturing practice regulations (GMP) ("cGMP") conditions. GMP cGMP regulations are requirements for the production of pharmaceuticals that will be used in humans.

Our Manufacturing Facilities

We have manufacturing facilities for small molecule drugs and large molecule biologics in Suzhou and Guangzhou, China, respectively, to support the commercialization and potential future demand of our internally developed or in-licensed products.

Our manufacturing facility in Suzhou is over 13,000 square meters and consists of a manufacturing base for small molecule drug products with an annual production capacity of about 100 million tablets and capsules and a biologics clinical development production facility with 2 x 500 liters capacity to produce biologics candidates for clinical supply. The facility meets or exceeds design criteria of the United States, EU, and China regulatory requirements. The facility has received a manufacturing license to produce commercial volumes of BRUKINSA and pamiparib for the China market. As a result of our growing commercial and clinical demands, we have broken ground on a new small molecule manufacturing facility nearby in Suzhou that will have the capability to produce up to 600 million solid oral dosages annually. This approximately 50,000 square meter facility is expected to replace our current Suzhou site and support our growing pipeline of small molecule medicines and drug candidates.

We continue to invest in our state-of-the-art commercial-scale manufacturing facility in Guangzhou of approximately 100,000 square meters for the manufacturing of large molecule biologics. Phases 1 and 2 of the facility were completed in September 2019 and December 2020, respectively, with 24,000 liters of single use disposable capacity. Additionally, total capacity while Phase 3 completed construction in December 2021 that will add has been increased to 54,000 liters, with an additional 40,000 expansion of 10,000 liters expected in the second quarter of capacity. 2023, which will bring the final capacity to 64,000. Phase 1 is currently approved for the end to end end-to-end commercial production of tislelizumab for the China market. Upon completion, the facility will have a total capacity of 64,000 liters. We have purchased an adjacent tract of land to the south of the current site and are currently evaluating a fourth initiated the next phase of expansion to support our growing pipeline of large molecule medicines and drug candidates.

We are have also planning to expand commenced construction on our biologics commercial-stage manufacturing capabilities to include a future manufacturing facility in and clinical R&D campus at the United States and have closed on a 42-acre site at the Princeton West Innovation Park in Hopewell, New Jersey to be developed as a new commercial-stage manufacturing and clinical R&D campus. Construction of the initial phase is expected to commence in 2022. Jersey. The property, located strategically in the Interstate 95

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corridor of New Jersey, with a deep and rich talent pool, has more than one million square feet of developable real estate for potential future expansion to cover our existing medicines and pipeline.

Contract Manufacturing Organizations

We currently rely on, and expect to continue to rely on, a limited number of third-party CMOs and CROs for the production of some drug products and drug substances and the supply of raw materials to meet the commercial, clinical, and preclinical needs of our medicines and drug candidates. We have adopted procedures to ensure that the production qualifications, facilities, and processes of the third-party suppliers engaged by us comply with relevant regulatory requirements and our internal quality and operational guidelines. We select our third-party suppliers carefully by considering a number of factors, including their qualifications, relevant expertise, production capacity, geographic proximity, reputation, track record, product quality, reliability in meeting delivery schedules, and business terms.

We have commercial supply and related agreements with most of our manufacturing service providers. For example, we entered into a commercial supply agreement with Catalent Pharma Solutions, LLC (Catalent) ("Catalent") to produce BRUKINSA® at Catalent's Kansas City, Missouri site for clinical and commercial use in the United States and other countries outside of China. We currently source the active pharmaceutical ingredient (API) for BRUKINSA® from a supplier in China and are in the process of bringing online an additional source of supply outside of China. In addition, we entered into a commercial supply agreement with Boehringer Ingelheim Biopharmaceuticals (China) Ltd. (Boehringer Ingelheim) ("Boehringer Ingelheim") for tislelizumab, which is being manufactured at Boehringer Ingelheim's facility in Shanghai, China. Additionally, our collaboration agreements with Novartis include the right for Novartis to manufacture tislelizumab and ociperlimab for its territory, to be managed by Novartis following tech transfer, and our right to conduct a specified percentage of production at our planned U.S. manufacturing site, subject to the terms of the agreements. For our commercial and clinical stage products in-licensed from Amgen, BMS and others, we rely on the licensors and their manufacturing facilities or their CMOs for the supply of those medicines and drug candidates.

Our agreements with the outsourced suppliers engaged by us generally set out terms, including product quality or service details, technical standards or methods, delivery terms, agreed price and payment, and product inspection and acceptance criteria. We are generally allowed to return any products that fail to meet specified quality standards. Our outsourced suppliers procure raw materials themselves. Typically, outsourced suppliers request settlement of payment within 30 days from the date of invoice. Either party may terminate the agreements by serving notice to the other party under certain circumstances.

We generally obtain raw materials for our manufacturing activities from various suppliers who we believe have sufficient capacity to meet our demands. Raw materials and starting materials used at our facilities in Beijing and Suzhou include active pharmaceutical ingredients custom-made by our third-party CROs and excipients, which are commercially available from well-known vendors that meet the requirements of the relevant regulatory agencies. The core raw materials used in manufacturing at our Guangzhou facility are genetically modified cell lines that we have co-developed and licensed from Boehringer Ingelheim and other third parties.

We typically order raw materials on a purchase order basis and do not enter into long-term, dedicated capacity or minimum supply arrangements. We pay for our purchases of raw materials on credit. Credit periods granted to us by our suppliers generally range from 30 to 60 days. Our suppliers are generally not responsible for any defects in our finished products.

Amgen Collaboration

Collaboration Agreement

On October 31, 2019, our wholly-owned subsidiary, BeiGene Switzerland GmbH (BeiGene Switzerland) ("BeiGene Switzerland"), entered into a Collaboration Agreement with Amgen, which became effective on January 2, 2020 (the (as amended, the "Amgen Collaboration Agreement"). Pursuant to the terms of the Amgen Collaboration Agreement, we are responsible for commercializing Amgen's oncology products XGEVA,®, BLINCYTO® and KYPROLIS® in China (excluding Hong Kong, Macao and Taiwan) for a period of five or seven years following each product's regulatory approval in China, as specified in the Amgen Collaboration Agreement, with the commercialization period for XGEVA® commencing following the transition of operational responsibilities for the product. In addition, as specified in the agreement, we have the option to retain one of the three products to commercialize for as long as the product is sold in China. The parties have agreed to equally share profits and losses for the products in China during each product's commercialization period. After expiration of the commercialization period for each product, the products not retained will be transitioned back to Amgen and we will be eligible to receive tiered mid-single to low-double digit royalties on net sales in China of each product for an additional five years.

Additionally, pursuant to the terms of the Amgen Collaboration Agreement, we and Amgen have agreed to collaborate on the global clinical development and commercialization of a portfolio of Amgen clinical- and late-preclinical-stage oncology pipeline products. Starting from the commencement of the Amgen Collaboration Agreement, we and Amgen will co-fund global development costs, with BeiGene contributing up to $1.25 billion worth of development services and cash over the term of the collaboration. We will be eligible to receive tiered mid-single digit royalties on net sales of each product globally outside of China, other than LUMAKRASsotorasib (AMG 510) ™ (sotorasib) ("AMG 510"), on a product-by-product and country-by-country basis, until the latest of the expiration of the last valid patent claim, the expiration of regulatory exclusivity, or the earlier of eight years after the first commercial sale of such product in the country of sale and 20 years from the date of first commercial sale of such product anywhere in the world.

For each pipeline product that is approved in China, we will have the right to commercialize the product for seven years, with the parties sharing profits and losses for the product in China equally. In addition, we will have the right to retain approximately one of every three approved products, up to a total of six, other than sotorasib (AMG 510), AMG 510, to commercialize for as long as each such product is sold in China. After the expiration of the seven-year commercialization period, each product will be transitioned back to Amgen and we will be eligible to received tiered mid-single to low-double digit royalties on net

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sales in China for an additional five years. The parties are subject to specified exclusivity requirements in China and the rest of the world.

Recently, in connection with our ongoing assessment of the Collaboration Agreement cost-share contributions, we determined that our further investment in the development of AMG 510 was no longer commercially viable for BeiGene. As a result, in February 2023, we entered into an amendment to the Collaboration Agreement to (i) stop sharing costs with Amgen for the further development of AMG 510 during the period starting January 1, 2023 and ending August 31, 2023; and (ii) cooperate in good faith to prepare a transition plan with the anticipated termination of AMG 510 from the Collaboration Agreement.

BeiGene, Ltd. has guaranteed certain obligations of BeiGene Switzerland under the Amgen Collaboration Agreement pursuant to the terms of a separate Guarantee Agreement.

The Amgen Collaboration Agreement contains customary representations, warranties and covenants by the parties. The agreement will continue in effect on a product-by-product basis unless terminated by either party pursuant to its terms. The agreement may be terminated by mutual written consent of the parties, or by either party upon the other party's uncured material breach, insolvency, failure to comply with specified compliance provisions, or subject to a specified negotiation mechanism, certain adverse economic impacts or the failure to meet commercial objectives. In addition, Amgen may terminate the agreement with respect to a pipeline product in the event it suspends development of such pipeline product on specified terms, subject to the parties determining whether to continue development of the pipeline product in China.

Share Purchase Agreement

In connection with the Amgen Collaboration Agreement, pursuant to a share purchase agreement dated October 31, 2019, as amended, by and between BeiGene, Ltd. and Amgen (the (as amended, the "Share Purchase Agreement"), we issued to Amgen 206,635,013 ordinary shares in the form of 15,895,001 American Depositary Shares (ADSs) ("ADSs") of BeiGene, Ltd. on January 2, 2020, representing approximately 20.5% of our then outstanding shares, for an aggregate purchase price of $2.78 billion, or $13.45 per ordinary share, or $174.85 per ADS.

Pursuant to the Share Purchase Agreement, Amgen has agreed to (i) a lock-up on sales of its shares until the earliest of (a) the fourth anniversary of the closing, (b) the expiration or termination of the Collaboration Agreement and (c) a change of control of BeiGene, Ltd., (ii) a standstill until the later of (a) the first anniversary of the date as of which it ceases to have the right to appoint a director and (b) the date on which it holds less than 5% of our then outstanding shares, and (iii) a voting agreement to vote its shares on certain matters presented for shareholder approval until the later of (a) the fifth anniversary of the closing and (b) the expiration of the standstill period, all under specified circumstances and as set forth in the agreement. Following the later of (i) the expiration of the lock-up period and (ii) the expiration of the standstill period, Amgen has agreed not to sell shares representing more than 5% of our then outstanding shares in any rolling 12-month period, subject to specified exceptions. In addition, Amgen will have the right to designate an independent director to serve on our board of directors until the earlier of (a) the date on which Amgen holds less than 10% of our then outstanding shares as a result of Amgen's sale of ordinary shares or Amgen's failure to participate in future offerings and (b) the third anniversary of the date of the expiration or termination of the Amgen Collaboration Agreement. period. Under the terms of the Share Purchase Agreement, Amgen will also have specified registration rights upon expiration of the lock-up. Additionally, we have agreed to use reasonable best efforts to provide Amgen with an opportunity to participate in subsequent new securities offerings upon the same terms and conditions as other purchasers in the offering in an amount needed to allow Amgen to hold up to 20.6% of our shares, subject to applicable law and HKEx rules and other specified conditions.

On March 17, 2020, BeiGene, Ltd. and Amgen entered into an Amendment No. 2 (the "Second Amendment") to the Share Purchase Agreement in order to account for periodic dilution from the issuance of shares by us, which agreement was restated in its entirety on September 24, 2020 (the "Restated Second Amendment"). Pursuant to the Restated Second Amendment, Amgen has an option (the "Direct Purchase Option") to subscribe for additional ADSs in an amount necessary to enable it to increase (and subsequently maintain) its ownership at approximately 20.6% of our outstanding shares. The Direct Purchase Option is exercisable on a monthly basis, but only if Amgen's interest in our outstanding shares at the monthly reference date is less than 20.4%. The Direct Purchase Option (i) is exercisable by Amgen solely as a result of dilution arising from issuance of new shares by us under our equity incentive plans from time to time, and (ii) is subject to annual approval by our independent shareholders each year during the term of the Restated Second Amendment. The exercise period of the Direct Purchase Option commenced on December 1, 2020 and will terminate on the earliest of: (a) the date on which Amgen and its affiliates collectively own less than 20% of the outstanding share capital of the Company as a result of Amgen's sale of shares; (b) at least 60-day advance written notice from either Amgen or the Company that such party wishes to terminate the Direct Purchase Option; or (c) December 1, 2023. The Direct Purchase Option has no vesting period.

Novartis Collaboration

Collaboration and License Agreement for Tislelizumab

On January 11, 2021, our wholly-owned subsidiary, BeiGene Switzerland GmbH, entered into a Collaboration and License Agreement, which became effective on February 26, 2021 (the "Novartis Collaboration and License Agreement") with Novartis, pursuant to which Novartis will have the right to develop, manufacture and commercialize tislelizumab in the United States, Canada, Mexico, member countries of the European Union, United Kingdom, Norway, Switzerland, Iceland, Liechtenstein, Russia, and Japan (the "Licensed Territory").

Under the Novartis Collaboration and License Agreement, we received an upfront cash payment of $650 million from Novartis. Additionally, we are eligible to receive up to $1.3 billion upon the achievement of regulatory milestones, $250 million upon the achievement of sales milestones, and tiered royalties based on percentages of annual net sales of tislelizumab in the Licensed Territory ranging from the high-teens to high-twenties, with customary reductions in specified circumstances. Royalties are payable on a country-by-country basis from the time of the first commercial sale until the latest of the expiration of the last valid patent claim, the expiration of regulatory exclusivity, or 10 years after the first commercial sale of tislelizumab in the country of sale.

Under the Novartis Collaboration and License Agreement, we and Novartis have agreed to jointly develop tislelizumab in the Licensed Territory, with Novartis responsible for regulatory submissions after a transition period and for commercialization upon regulatory approvals. In addition, both companies may conduct clinical trials to explore potential

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combinations of tislelizumab with other cancer treatments. We will be responsible for funding the ongoing clinical trials of tislelizumab, and Novartis has agreed to fund any new registrational, bridging, or post-marketing studies in the Licensed Territory. Subject to specified conditions, both parties have agreed to jointly fund other new clinical trials in the Licensed Territory agreed by the parties, provided that each party will be responsible for funding clinical trials evaluating tislelizumab in combination with its own- or third-party cancer treatments. We will initially be responsible for supplying tislelizumab to Novartis, with Novartis having the right to conduct manufacturing for its use in the Licensed Territory after successful transfer of the manufacturing process. In addition, we have an option to co-detail the product in the United States, Canada and Mexico, on an indication-by-indication basis, funded in part by Novartis. Each party retains the worldwide right to commercialize its propriety products in combination with tislelizumab. We retain the rights to manufacture and supply a specified percentage of commercial supply of tislelizumab from our planned U.S. manufacturing facility to be built in Hopewell, New Jersey, subject to the terms of the agreement.

The Novartis Collaboration and License Agreement contains customary representations, warranties and covenants by the parties. Unless earlier terminated, the agreement will expire on a country-by-country basis upon expiration of the royalty term in such country and in its entirety upon the expiration of all applicable royalty terms in all countries in the Licensed Territory. We may terminate the agreement in its entirety upon written notice (i) if Novartis challenges the licensed BeiGene patents, or (ii) if Novartis files a biologics license application for its anti-PD-1 antibody, spartalizumab, in the Licensed Territory, and we do not elect to include spartalizumab as a licensed product under the agreement or Novartis does not divest the product candidate, in which case Novartis would pay us a specified termination fee. The agreement may be terminated by Novartis upon 120 days' prior written notice if delivered before first commercial sale or 180 days' prior written notice if delivered following first commercial sale of tislelizumab in the Licensed Territory, or by either party upon the other party's bankruptcy or uncured material breach.

Option, Collaboration and License Agreement for Ociperlimab

On December 19, 2021, BeiGene Switzerland GmbH entered into an Option, Collaboration and License Agreement (the "Novartis Option, Collaboration and License Agreement") with Novartis, pursuant to which we have granted Novartis an exclusive time-based option to receive an exclusive license to develop, manufacture and commercialize our investigational TIGIT inhibitor ociperlimab in the Licensed Territory.

Under the Novartis Option, Collaboration and License Agreement, we received an upfront cash payment of $300 million from Novartis and are eligible to receive an additional payment of $600 million or $700 million upon exercise by Novartis of an exclusive time-based option prior to mid-2023 or late-2023, respectively, subject to receipt of required antitrust approval.

Additionally, following option exercise, we are eligible to receive up to $745 million upon the achievement of regulatory approval milestones, $1.15 billion upon the achievement of sales milestones, and tiered royalties based on percentages of annual net sales of ociperlimab in the Licensed Territory ranging from the high-teens to mid-twenties, with customary reductions in specified circumstances. Royalties are payable on a country-by-country basis from the time of the first commercial sale until the latest of the expiration of the last valid patent claim, the expiration of regulatory exclusivity, or 10 years after the first commercial sale of ociperlimab in the country of sale.

Under the Novartis Option, Collaboration and License Agreement, during the option period, Novartis has agreed to initiate, conduct and fund additional global clinical trials of ociperlimab in combination with tislelizumab in selected tumor types and we have agreed to expand enrollment in two ongoing trials. Additionally, following the option exercise, the companies have agreed to jointly develop ociperlimab in the Licensed Territory, with Novartis sharing development costs of global trials and responsible for regulatory submissions after a transition period and for commercialization upon regulatory approvals in the Licensed Territory. In addition, both companies may conduct clinical trials globally to explore potential combinations of ociperlimab with other cancer treatments. We will initially be responsible for supplying ociperlimab to Novartis, with Novartis having the right to conduct manufacturing for its use in the Licensed Territory after successful transfer of the manufacturing process. Following approval, we have agreed to provide 50% of the co-detailing and co-field medical efforts in the United States and have an option to co-detail up to 25% in Canada and Mexico, in each case funded in part by Novartis. Each party retains the worldwide right to commercialize its proprietary products in combination with ociperlimab, as is the case with tislelizumab under the parties' existing collaboration agreement. We retain the rights to manufacture and supply a specified percentage of commercial supply of ociperlimab from our planned U.S. manufacturing facility to be built in Hopewell, New Jersey, subject to the terms of the agreement.

The Novartis Option, Collaboration and License Agreement contains customary representations, warranties and covenants by BeiGene and Novartis. Unless earlier terminated, the agreement will expire on a country-by-country basis upon the expiration of the royalty term in such country. The Novartis Option, Collaboration and License Agreement will expire in its entirety upon the expiration of all applicable royalty terms under the agreement in all countries in the Licensed Territory. The agreement may be terminated by Novartis upon 120 days' prior written notice if delivered before first commercial sale or 180 days' prior written notice if delivered following first commercial sale of ociperlimab in the Licensed Territory, or by either party upon the other party's bankruptcy or uncured material breach. BeiGene may terminate the agreement in its entirety upon written notice if Novartis challenges the licensed BeiGene patents. Either party may terminate the agreement in its entirety effective immediately upon written notice to the other party (i) if the option terminates or expires, or (ii) in the event that the license effective date has not occurred within six months after the date of the Hart-Scott-Rodino Antitrust Improvements Act filing, subject to extension.

Celgene License and Supply Agreement

On July 5, 2017, we and Celgene Logistics Sàrl, now a wholly-owned subsidiary of BMS, entered into a License and Supply Agreement, which we refer to as the China License Agreement and which became effective on August 31, 2017, pursuant to which we were granted the right to exclusively distribute and promote BMS's approved cancer therapies, REVLIMID,®, VIDAZA® and ABRAXANE® in China, excluding Hong Kong, Macau and Taiwan. In addition, if Celgene decides to commercialize a new oncology product through a third party in the licensed territory during the first five years of the term, we have a right of first negotiation to obtain the right to commercialize the product, subject to certain conditions. We subsequently assigned the agreement to our wholly-owned subsidiary, BeiGene Switzerland.

On March 25, 2020, the NMPA suspended the importation, sales and use of ABRAXANE® in China supplied to us by BMS, and the drug was subsequently recalled by BMS and is not currently available for sale in China. This suspension was based on inspection findings at BMS's contract manufacturing facility in the United States. Additionally, in October 2021, BMS provided 180-days' notice to us, which we dispute, purporting to terminate our license to market ABRAXANE® in China. We have not had any sales of ABRAXANE® since the suspension and do not expect future revenue from ABRAXANE®. ABRAXANE. We have initiated an arbitration proceeding against BMS asserting that it has breached and continues to breach the terms and conditions of the license and supply agreement. For additional information, please see the section of this report Annual Report titled "Legal Proceedings".

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The term of the China License Agreement is 10 years and may be terminated by either party upon written notice in the event of uncured material breach or bankruptcy of the other party, or if the underlying regulatory approvals for the covered products are revoked. BMS also has the right to terminate the agreement with respect to REVLIMID® at any time upon written notice to us under certain circumstances.

The China License Agreement contains customary representations and warranties and confidentiality and mutual indemnification provisions.

Intellectual Property

The proprietary nature of, and protection for, our medicines, drug candidates, and their methods of use are an important part of our strategy to develop and commercialize novel medicines, as described in more detail below. We have filed patent applications and obtained patents in the United States and other countries and regions, such as China and Europe, relating to our medicines and certain of our drug candidates, and are pursuing additional patent protection for them and for our other drug candidates and technologies. We rely on trade secrets to protect aspects of our business that are not amenable to, or that we do not consider appropriate for, patent protection, including our manufacturing processes. We also rely on know-how, continuing technological innovation and in-licensing opportunities to develop, strengthen, and support our development programs.

As of January 22, 2022 January 30, 2023, we owned 40 48 issued U.S. patents, 24 32 issued China patents, a number of pending U.S. and China patent applications, and corresponding patents and patent applications internationally. In addition, we owned pending international patent applications under the Patent Cooperation Treaty (PCT) ("PCT"), which we plan to file nationally in the United States and other jurisdictions, as well as additional priority PCT applications. With respect to any issued patents in the United States and Europe, we may be entitled to obtain a patent term extension to extend the patent expiration date, provided that we meet the applicable requirements for obtaining such patent term extensions. For example, in the United States, we can apply for a patent term extension of up to five years for one of the patents covering a drug product once the product is approved by the FDA. The exact duration of the extension depends on the time that we spend in clinical studies as well as getting approval from the FDA. In China, the Amended PRC Patent Law which became effective on June 1, 2021, provides a patent term extension of up to five years, similar to the United States.

The key patents for our medicines and late-stage clinical drug candidates as of January 31, 2022 January 30, 2023, are summarized below:

Molecule	Territory	General Subject Matter	Expiration[1]
BRUKINSA® (Zanubrutinib)	U.S.	Compound and composition	2034
	U.S.	Use for the treatment of autoimmune diseases	2034
	U.S.	Use for the treatment of B-cell proliferative disorder	2034
	U.S.	Crystalline forms	2037
	China	Compound and composition	2034
Tislelizumab	U.S.	Antibodies	2033
	U.S.	Use for the treatment of cancer	2033
	U.S.	Antibodies and use for the treatment of cancer	2033
	U.S.	Antibodies	2033
	U.S.	Antibodies	2033
	China	Antibodies	2033
	China	Antibodies	2033
	China	Antibodies	2033
	China	Antibodies	2033
	China	Antibodies	2033
Pamiparib	U.S.	Compound and composition	2031
	U.S.	Compound and composition	2031
	U.S.	Use for the treatment of cancer	2031
	U.S.	Compositions	2031
	U.S.	Crystalline forms	2036
	U.S.	Crystalline forms	2038
	China	Compound and composition	2031
	China	Use for the treatment of cancer	2031
	China	Crystalline forms	2036
Ociperlimab	U.S.	Antibodies	2038

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(1) The expected expiration does not include any additional term for patent term extensions extensions.

We currently have two in-licensed medicines in China from BMS. The key patents for them in China as of January 31, 2022 January 30, 2023 are summarized below:

Product	Territory	General Subject Matter	Expiration
REVLIMID® (lenalidomide)	China	Use for the treatment of multiple myeloma	2023
	China	Use for the treatment of multiple myeloma	2023
	China	Use for the treatment of multiple myeloma	2023
	China	Use for the treatment of multiple myeloma	2023
VIDAZA® (azacitidine)	China	No patent	N/A

Under our collaboration with Amgen, we have the right to commercialize three medicines in China. The key patents for them in China as of January 31, 2022 January 30, 2023 are summarized below:

Product	Territory	General Subject Matter	Expiration
XGEVA® (denosumab)	China	Antibodies	2022
BLINCYTO® (blinatumomab)	China	No patent Use for the treatment of pediatric acute lymphoblastic leukemia	N/A 2029
KYPROLIS® (carfilzomib)	China	Compound and Composition	2025

Although various extensions may be available, the life of a patent and the protection it affords, is limited. REVLIMID® and VIDAZA® face competition from generic medications, and we may face similar competition for our medicines and any approved drug candidates even if we successfully obtain patent protection. The scope, validity or enforceability of our or our collaborators' patents may be challenged in court or other authorities, and we or they may not be successful in enforcing or defending those intellectual property rights and, as a result, may not be able to develop or market the relevant product exclusively, which would have a material adverse effect on any potential sales of that product. Additionally, in China, the NMPA may approve a generic version of a brand-name medicine that still has patent protection, such as has occurred with REVLIMID®. REVLIMID. Under our license agreements with BMS and Amgen, they retain the responsibility for, but are not obligated, to prosecute, defend and enforce the patents for these in-licensed products. As such, any issued patents may not protect us from generic or biosimilar competition for these medicines.

The term of individual patents may vary based on the countries in which they are obtained. In most countries in which we file, including the United States and China, the term of an issued patent is generally 20 years from the earliest claimed filing date of a non-provisional patent application in the applicable country. In the United States, a patent's term may be lengthened in some cases by a patent term adjustment, which extends the term of a patent to account for administrative delays by the United States Patent and Trademark Office (USPTO) ("USPTO"), in excess of a patent applicant's own delays during the prosecution process, or may be shortened if a patent is terminally disclaimed over a commonly owned patent having an earlier expiration date. In addition, in certain instances, a patent term can be extended to recapture a portion of the term effectively lost in obtaining FDA regulatory approval. However, the restoration period cannot be longer than five years and the total patent term including the restoration period must not exceed 14 years following FDA approval. In China, the Amended PRC Patent Law which became effective on June 1, 2021, provides both patent term adjustment and patent term extension, similar to the United States.

In certain foreign jurisdictions similar extensions as compensation for regulatory delays are also available. The actual protection afforded by a patent varies on a claim by claim and country by country basis and depends upon many factors, including the type of patent, the scope of its coverage, the availability of any patent term extensions or adjustments, the availability of legal remedies in a particular country and the validity and enforceability of the patent.

We may rely, in some circumstances, on trade secrets and unpatented know-how to protect aspects of our technology. We seek to protect our proprietary technology and processes, in part, by entering into confidentiality agreements with employees, consultants, scientific advisors and contractors and invention assignment agreements with our employees. We also seek to preserve the integrity and confidentiality of our data and trade secrets by maintaining physical security of our premises and physical and electronic security of our information technology systems.

Additionally, we currently own a number of registered trademarks and pending trademark applications. We currently have registered trademarks for BeiGene, our corporate logo and product names and logos in the United States, China, the EU and other jurisdictions, and we are seeking further trademark protection for BeiGene, our corporate logo, product names and logos, and other marks in jurisdictions where available and appropriate.

Competition

We operate in a highly competitive environment and our marketed products face intense competition in regulated markets around the world. Our main competitors include other global research-based biopharmaceutical companies as well as smaller regional and local companies. These companies participate in one or more activities including the

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development, production, and promotion of products that are intended to treat diseases or indications that are like products we currently market or are in the process of developing to market. For example:

BRUKINSA® – Conventional methods of treating lymphomas vary according to the specific disease or histology, but generally include chemotherapy, antibodies directed at CD20, a molecular marker found on the surface of B-cells, and, less frequently, radiation. Recently, significant progress has been made in the development of new therapies for lymphomas, including BTK inhibitors. The BTK inhibitor IMBRUVICA® (ibrutinib), marketed by AbbVie and Janssen, was first approved by the FDA in 2013 for the treatment of patients with MCL who have received at least one prior therapy. Since that time, ibrutinib has been approved in over 90 countries and regions and has expanded its indications. Another BTK inhibitor,

AstraZeneca's CALQUENCE® (acalabrutinib), was approved by the FDA in 2017 under accelerated approval for the treatment of patients with MCL who have received at least one prior therapy, and in November 2019 for use in adults with CLL/SLL as a single agent or in combination with obinutuzumab. On January 27, 2023, the FDA approved Lilly's JAYPIRCA™ (pirtobrutinib, a reversible BTK inhibitor) for the treatment of adult patients with R/R MCL after at least two lines of systemic therapy, including a BTK inhibitor. In China, BRUKINSA® competes with IMBRUVICA® (ibrutinib), which received approval in 2017, and YINUOKAI® (orelabrutinib) from Innocare, which was approved in 2020.

Tislelizumab – A number of PD-1 or PD-L1 antibody medicines have been approved by the FDA. These include Merck's KEYTRUDA® (pembrolizumab), BMS's OPDIVO® (nivolumab), Roche's TECENTRIQ® (atezolizumab), AstraZeneca's IMFINZI® (durvalumab), Pfizer and Merck Sereno's BAVENCIO® (avelumab), Regeneron and Sanofi's LIBTAYO® (cemiplimab), and GSK's JEMPERLI® (dostarlimab). In the global setting, several PD-1 or PD-L1 antibody agents are in late-stage clinical development in addition to tislelizumab. In China, as of February 1, 2022 February 1, 2023, there are seven nine other approved PD-1 antibodies: OPDIVO® (nivolumab) and KEYTRUDA® (pembrolizumab), Junshi's TUOYI® (toripalimab), Innovent's TYVYT® (sintilimab), Hengrui's AIRUIKA® (camrelizumab), Akeso's ANNIKE® (penpulimab) and , Gloria's YUTUO® (zimberelimab), Henlius's HANSIZHUANG® (serplulimab) and Lepu's PUYOUHENG® (pucotenlimab). There are four approved PD-L1 antibody agents: AstraZeneca's IMFINZI® (durvalumab), Roche's TECENTRIQ® (atezolizomab), CStone's ZEJIEMEI® (sugemalimab), and Alphamab's ENWEIDA® (envafolimab). Akeso's PD-1xCTLA-4 bispecific antibody, KAITANNI® (cadonilimab) was approved in China. There are approximately 40 more PD-1 and PD-L1 agents in clinical development in China.

Pamiparib – We are competing with multiple PARP inhibitors in China. AstraZeneca received approval for olaparib in August 2018. Zai Labs obtained development and commercial rights for niraparib in China, and its NDA was approved by the NMPA in December 2019. Fluzoparib from Hengrui/Hansoh was approved in December 2020.

Ociperlimab - – We are aware of several pharmaceutical companies developing TIGIT antibodies, including Agenus, Arcus, BMS, Compugen, Roche/Genentech, Innovent, iTeos Therapeutics, Merck KGaA, Mereo BioPharma, Seagen, Junshi, Bio-Thera and Akeso. To our knowledge, there are currently no approved anti-TIGIT antibodies and the most advanced agent is in Phase 3 development.

Many of the larger companies we compete with are well-capitalized and dedicate a significant number of financial resources to support their research and development, while using business development to supplement their internal pipelines. As a result, we must continuously invest and gain experience in the development, acquisition, and marketing of innovative and branded medicines and drug candidates to compete effectively in both current and future markets. This requires us to devote substantial funds and resources to R&D to prevent or slow the erosion of the sales of our existing products and potential sales of products in development.

The main forms of competition include efficacy, safety, and cost. The long-term success of our products depends on our ability to effectively demonstrate the value that each one of them offers to physicians, patients, and third-party payers. This requires a much greater use of a direct sales force to realize significant revenues. We also have and will continue to enter into co-promotion, contract sales force or other such arrangements with third parties, for example, where our own direct sales force is not large enough or sufficiently well-aligned to achieve maximum market penetration.

Government Regulation

Government authorities in the United States, China, Europe and other jurisdictions extensively regulate among other things, the research and clinical development, testing, manufacture, quality control, approval, labeling, packaging, storage, record-keeping, promotion, advertising, distribution, post-approval monitoring and reporting, marketing, and export and import of drugs like those we are developing and commercializing. Some jurisdictions also regulate drug pricing. Generally, for a new drug to be marketed, considerable data demonstrating its quality, safety and efficacy must be obtained, organized into a format specific to each regulatory authority, submitted for review and approved by the regulatory authority.

U.S. Regulation

U.S. Government Regulation and Product Approval

In the United States, the FDA regulates drugs under the Federal Food, Drug, and Cosmetic Act (FDCA) ("FDCA"), and its implementing regulations, and biologics under the FDCA, its implementing regulations, and the Public Health Service Act (PHSA) ("PHSA"), and its implementing regulations.

Cancer therapies are sometimes characterized according to line of therapy, and the FDA often approves new therapies initially only for second or third-line use. When cancer is detected early enough, first line therapy may be adequate to cure the cancer or prolong life without a cure. Whenever first line therapy, usually chemotherapy, hormone therapy, radiation, surgery or a combination of these, proves unsuccessful, second line therapy may be administered. Second line therapies often consist of more chemotherapy, radiation, antibody drugs, tumor targeted small molecule drugs or a combination of these. Third line therapies can include bone marrow transplantation, antibody and small molecule targeted therapies, and more invasive forms of surgery. In some cases, new technologies and investigational medicines, as part of a clinical trial, may be used as any line of therapy.

U.S. Drug Development Process

The process required by the FDA before a drug or biologic may be marketed in the United States generally involves the following:

- completion of preclinical laboratory tests animal studies and chemistry, manufacture and control (CMC) animal studies according to Good Laboratory Practices (GLP) ("GLP") guidance;

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- completion of extensive chemistry, manufacturing, and control ("CMC") studies;
- submission to the FDA of an investigational new drug (IND) IND application, which must become effective before human clinical trials may begin;
- performance of adequate and well-controlled human clinical trials according to Good Clinical Practice (GCP) ("GCP"), to establish the safety and efficacy of the proposed drug or safety, purity and potency of the proposed biologic, for the intended use;
- preparation and submission to the FDA of an NDA for a small molecule drug or a Biologics License Application (BLA) BLA for a biologic;
- a determination by the FDA within 60 days of its receipt of an NDA or BLA to file the application for review;
- satisfactory completion of an FDA inspection of the manufacturing facility or facilities at which the product, or components thereof, are produced to assess compliance with cGMP;
- review of the product candidate by an FDA advisory committee, where appropriate and if applicable;
- payment of user fees for FDA review of the NDA or BLA (unless a fee waiver applies);
- FDA audits of some clinical trial sites to ensure compliance with GCPs; and
- FDA review and approval of the NDA or licensing of the BLA.

Preclinical Studies and Clinical Trials

Once a product candidate is identified for development, it enters the preclinical testing stage. Preclinical tests include laboratory evaluations of product chemistry, toxicity, formulation and stability, as well as *in vitro* and animal studies. The conduct of the preclinical tests must comply with federal regulations and requirements, including GLP. An IND sponsor must submit the results of the preclinical tests, together with manufacturing information, analytical data and any available clinical data or literature, to the FDA as part of the IND. The sponsor must also include a protocol detailing, among other things, the objectives of the initial clinical trial, dosing procedures, subject selection and exclusion criteria, the parameters to be used in monitoring safety and the effectiveness criteria to be evaluated if the initial clinical trial lends itself to an efficacy evaluation. Some preclinical testing may continue even after the IND is submitted. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA raises concerns or questions related to the proposed clinical trial and places the trial on a

clinical hold within that 30-day time period. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical trial can begin. The FDA may also impose clinical holds at any time before or during clinical trials due to safety concerns or noncompliance and may be imposed on all products within a certain class of products. The FDA also can impose partial clinical holds, for example, prohibiting the initiation of clinical trials of a certain duration or for a certain dose.

All clinical trials must be conducted under the supervision of one or more qualified investigators in accordance with GCP regulations. These regulations require that all research subjects provide informed consent in writing before their participation in any clinical trial. Further, an institutional review board (IRB) ("IRB") must review and approve the plan for any clinical trial before it commences at any institution, and the IRB must conduct continuing review and reapprove the study at least annually. An IRB considers, among other things, whether the risks to individuals participating in the clinical trial are minimized and are reasonable in relation to anticipated benefits. The IRB also approves the information regarding the clinical trial and the consent form that must be provided to each clinical trial subject or his or her legal representative and must monitor the clinical trial until completed. Some trials are overseen by an independent group of qualified experts organized by the trial sponsor, known as a data safety monitoring board or committee. This group provides authorization as to whether or not a trial may move forward at designated check points based on access that only the group maintains to available data from the trial and may recommend halting the clinical trial if it determines that there is an unacceptable safety risk for subjects or other grounds, such as no demonstration of efficacy.

Each new clinical protocol and any amendments to the protocol must be filed with the FDA as an IND amendment and submitted to the IRBs for approval.

A sponsor who wishes to conduct a clinical trial outside of the United States may, but need not, obtain FDA authorization to conduct the clinical trial under an IND. If a foreign clinical trial is not conducted under an IND, the sponsor may submit data from the clinical trial to the FDA in support of an NDA or BLA. The FDA will accept a well-designed and well-conducted foreign clinical study not conducted under an IND if the study was conducted in accordance with GCP requirements, and the FDA is able to validate the data through an onsite inspection if deemed necessary.

Human clinical trials are typically conducted in three sequential phases that may overlap or be combined:

- **Phase 1.** The product is initially introduced into a small number of healthy human subjects or patients and tested for safety, dosage tolerance, absorption, metabolism, distribution and excretion and, if possible, to gain early evidence on effectiveness. In the case of some products for severe or life-threatening diseases, especially when the product is suspected or known to be unavoidably toxic, the initial human testing may be conducted in patients with the target disease or condition.
- **Phase 2.** Involves clinical trials in a limited patient population to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product for specific targeted diseases and to determine dosage tolerance and optimal dosage and schedule.
- **Phase 3.** Clinical trials are undertaken to further evaluate dosage, clinical efficacy and safety in an expanded patient population. These clinical trials are intended to evaluate the overall risk/benefit relationship of the product and provide an adequate basis for product labeling.

In March 2022, the FDA released a final guidance entitled "Expansion Cohorts: Use in First-In-Human Clinical Trials to Expedite Development of Oncology Drugs and Biologics," which outlines how drug developers can utilize an adaptive trial design commonly referred to as a seamless trial design in early stages of oncology drug development (i.e., the first-in-human clinical trial) to compress the traditional three phases of trials into one continuous trial called an expansion cohort trial. Information to support the design of individual

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expansion cohorts are included in IND applications and assessed by the FDA. Expansion cohort trials can potentially bring efficiency to drug development and reduce developmental costs and time.

Post-approval trials, sometimes referred to as Phase 4 clinical trials, may be conducted after initial marketing approval. These trials are used to gain additional experience from the treatment of patients in the intended therapeutic indication and are commonly intended to generate additional safety data regarding use of the product in a clinical setting. In certain instances, the FDA may mandate the performance of Phase 4 clinical trials as a condition of approval of an NDA or BLA. Failure to exhibit due diligence with regard to conducting required Phase 4 clinical trials could result in withdrawal of approval for products.

We refer to our Phase 1 programs as dose-escalation and dose-expansion trials. In addition, we refer to some of our Phase 2 programs as pivotal or registrational programs, where the results may be used to support regulatory approval in specific jurisdictions without the need to conduct a Phase 3 trial.

Progress reports detailing the results of the clinical trials must be submitted at least annually to the FDA and safety reports must be submitted to the FDA and the investigators for serious and unexpected suspected AEs, any clinically important increase in the rate of a serious suspected adverse reaction over that listed in the protocol or investigator's brochure, or any findings from other studies or animal or in vitro testing that suggest a significant risk in humans exposed to the product. The sponsor must submit an IND safety report within 15 calendar days after the sponsor determines that the information qualifies for reporting. The sponsor also must notify the FDA of any unexpected fatal or life-threatening suspected adverse reaction within seven calendar days after the sponsor's initial receipt of the information. Phase 1, Phase 2, and Phase 3 studies may not be completed successfully within any specified period, or at all. The FDA or the sponsor may suspend or terminate, or a data safety monitoring board may recommend the suspension or termination of, a clinical trial at any time on various grounds, including a finding that the research subjects or patients are being exposed to an unacceptable health risk. Similarly, an IRB can suspend or terminate approval of a clinical trial at its institution if the clinical trial is not being conducted in accordance with the IRB's requirements or if the product has been associated with unexpected serious harm to subjects.

Concurrent with clinical trials, companies usually complete additional animal studies and must also develop additional information about the chemistry and physical characteristics of the product and finalize a process for manufacturing the product in commercial quantities in accordance with cGMP requirements. The manufacturing process must be capable of consistently producing quality batches of the product and, among other things, the manufacturer must develop methods for testing the identity, strength, quality and purity of the final product. Additionally, appropriate packaging must be selected and tested, and stability studies must be conducted to demonstrate that the product does not undergo unacceptable deterioration over its shelf life.

U.S. Expanded Access

Expanded access, sometimes called "compassionate use," is the use of investigational products outside of clinical trials to treat patients with serious or immediately life-threatening diseases or conditions when there are no comparable or satisfactory alternative treatment options. There is no requirement for a company to provide expanded access to its investigational products. However, if a company decides to make one of its investigational products available for expanded access, the FDA reviews each request for expanded access and determines if treatment may proceed. A sponsor of an investigational drug for a serious disease or condition is required to make available, such as by posting on its website, its policy on evaluating and responding to requests for individual patient access to such investigational drug. This requirement applies on the earlier of the first initiation of a Phase 2 or Phase 3 trial of the investigational drug or, as applicable, 15 days after the drug receives a designation as a breakthrough therapy, fast track product, or regenerative advanced therapy. We make available on our website the BeiGene contact information for requesting access to our investigational drugs and expected timeline for us to acknowledge receiving such requests.

U.S. Review and Approval Processes

The results of product development, preclinical studies and clinical trials, along with descriptions of the CMC, analytical tests conducted on the product, proposed labeling and other relevant information, are submitted to the FDA as part of an NDA for a new small molecule drug or a BLA for a biologic, requesting approval to market the product. The submission of an NDA or BLA is subject to the payment of a substantial user fee, although a waiver of such fee may be obtained under certain limited circumstances. The sponsor of an approved NDA or BLA is also subject to an annual prescription drug product program fee.

The FDA reviews all NDAs and BLAs submitted to ensure that they are sufficiently complete for substantive review before it accepts them for filing. The FDA may request additional information rather than accept an NDA or BLA for filing. In this event, the NDA or BLA must be re-submitted with the additional information. The re-submitted application also is subject to review before the FDA accepts it for filing. Once the submission is accepted for filing, the FDA begins an in-depth substantive review. The FDA reviews an NDA to determine, among other things, whether a product is safe and effective for its intended use, and a BLA to determine whether the biologic is safe, pure, and potent for its intended use. The FDA also evaluates whether the product's manufacturing is cGMP-compliant to assure the product's identity, strength, quality and purity. Before approving an NDA or BLA, the FDA typically will inspect the facility or facilities where the product is or will be manufactured. The FDA will not approve an application unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specifications. Additionally, before approving an NDA or BLA, the FDA may inspect one or more clinical trial sites to assure compliance with GCP and other requirements and the integrity of the clinical data submitted to the FDA.

The approval process can be lengthy and difficult, and the FDA may refuse to approve an NDA or BLA if the applicable regulatory criteria are not satisfied or may require additional clinical data or other data and information. Even if such data and information are submitted, the FDA may ultimately decide that the NDA or BLA does not satisfy the criteria for approval. Data obtained from clinical trials are not always conclusive, and the FDA may interpret data differently than we interpret the same data. The FDA will issue a complete response letter if the agency decides not to approve the NDA or BLA in its present form. The complete response letter usually describes all of the specific deficiencies that the FDA identified in the NDA or BLA that must be satisfactorily addressed before it can be approved. The deficiencies identified may be minor, for example, requiring labeling changes, or major, for example, requiring additional clinical trials. Additionally, the complete response letter may include recommended actions that the applicant might take to place

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the application in a condition for approval. If a complete response letter is issued, the applicant may either resubmit the NDA or BLA, addressing all of the deficiencies identified in the letter, or withdraw the application or request an opportunity for a hearing.

If a product receives regulatory approval, the approval may be significantly limited to specific diseases and dosages or the indications for use may otherwise be limited, which could restrict the commercial value of the product. Further, the FDA may require that certain contraindications, warnings or precautions be included in the product labeling. In addition, the FDA may require post-approval studies, including Phase 4 clinical trials, to further assess a product's safety and effectiveness after NDA or BLA approval and may require testing and surveillance programs to monitor the safety of approved products that have been commercialized. The FDA may also approve an NDA or BLA with a Risk Evaluation and Mitigation Strategy (REMS) program to mitigate risks, which could include medication guides, physician communication plans, or elements to assure safe use, such as restricted distribution methods, patient registries and other risk minimization tools.

Regulation of Combination Products in the United States

Certain products may be comprised of components that would normally be regulated under different types of regulatory authorities in certain jurisdictions, and in the United States by different centers at the FDA. These products are known as combination products. Under the FDCA, the FDA is charged with assigning a center with primary jurisdiction, or a lead center, for review of a combination product. That determination is based on the "primary mode of action" of the combination product. We are developing combination products using our own drug candidates and third-party drugs.

Regulation of Companion Diagnostics in the United States

If safe and effective use of a therapeutic depends on an *in vitro* diagnostic, then the FDA generally will require approval or clearance of that diagnostic, known as a companion diagnostic, at the same time that the FDA approves the therapeutic product. In August 2014, the FDA issued final guidance clarifying the requirements that will apply to approval of therapeutic products and *in vitro* companion diagnostics. According to the guidance, for novel drugs, a companion diagnostic device and its corresponding therapeutic should be approved or cleared contemporaneously by the FDA for the use indicated in the therapeutic product's labeling. Once cleared or approved, the companion diagnostic must adhere to post-marketing requirements including the requirements of FDA's quality system regulation, medical device reporting, recalls and corrections along with product marketing requirements and limitations. Companion diagnostic manufacturers are subject to unannounced FDA inspections at any time during which the FDA will conduct an audit of the product(s) and the company's facilities for compliance with its authorities.

Expedited Programs

Fast Track Designation

The FDA has a fast track program that is intended to expedite or facilitate the process for reviewing new drugs, including biologics that meet certain criteria. Specifically, new drugs are eligible for Fast Track designation if they are intended to treat a serious or life-threatening disease or condition for which there is no effective treatment and demonstrate the potential to address unmet medical needs for the disease or condition. Fast track designation applies to the combination of the product and the specific indication for which it is being studied. The sponsor of a new drug or biologic product candidate may request the FDA to designate the product candidate as a fast track product concurrently with, or at any time after, submission of an IND, and the FDA must determine if the product candidate qualifies for fast track designation within 60 days of receipt of the sponsor's request.

In addition to other benefits, such as the ability to engage in more frequent interactions with the FDA, the FDA may initiate review of sections of a fast track product's NDA or BLA before the application is complete. This rolling review is available if the applicant provides, and the FDA approves, a schedule for the submission of each portion of the NDA or BLA and the applicant pays the applicable user fee. However, the FDA's time period goal for reviewing an application does not begin until the last section of the NDA or BLA is submitted. Additionally, the fast track designation may be withdrawn by the FDA if the FDA believes that the designation is no longer supported by data emerging in the clinical trial process.

Zanubrutinib was granted fast track designation by the FDA for the treatment of WM and MZL. Tislelizumab was granted fast track designation by the FDA for the treatment of 1L HCC.

Accelerated Approval

Under FDA's accelerated approval regulations, the FDA may approve a drug, including a biologic, intended to treat a serious or life-threatening disease or condition that generally provides meaningful therapeutic benefit to patients over available treatments and demonstrates an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit, or on a clinical endpoint that can be measured earlier than irreversible morbidity or mortality, that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit, taking into account the severity, rarity, or prevalence of the condition and the availability or lack of alternative treatments. In clinical trials, a surrogate endpoint is a marker, such as a laboratory measurement or clinical signs of a disease or condition that is thought to predict clinical benefit but is not itself a measure of clinical benefit. Surrogate endpoints can often be measured more easily or more rapidly than clinical endpoints. A product candidate approved on this basis is subject to rigorous post-marketing compliance requirements, including the completion of post-approval clinical trials to confirm the effect on irreversible morbidity or mortality or other clinical benefit. Under the Food and Drug Omnibus Reform Act of 2022 ("FDORA"), the FDA is now permitted to require, as appropriate, that post-approval confirmatory trials be underway prior to approval or within a specific time period after accelerated approval is granted. Failure to conduct required post-approval studies with due diligence, or to confirm a clinical benefit during post-marketing studies, will allow the FDA to withdraw the drug from the market. All market and, under FDORA, the FDA has increased authority for expedited procedures to withdraw approval of a product granted accelerated approval. In general, all promotional materials for drug candidates approved under accelerated regulations are subject to prior review by the FDA unless otherwise informed by the agency.

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Zanubrutinib was granted accelerated approval by FDA for the treatment of adult patients with MCL who have received at least one prior therapy and for the treatment of adult patients with relapsed or refractory MZL who have received at least one anti-CD20-based regimen.

Breakthrough Designation

Breakthrough therapy designation is intended to expedite the development and review of a breakthrough therapy. A drug or biologic product candidate can be designated as a breakthrough therapy if it is intended to treat a serious or life-threatening disease or condition and preliminary clinical evidence indicates that the drug or biologic, alone or in combination with one or more other drugs or biologics, may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints. A sponsor may request that a product candidate be designated as a breakthrough therapy concurrently with, or at any time after, the submission of an IND, and the FDA must determine if the candidate qualifies for breakthrough therapy designation within 60 days of receipt of the sponsor's request. If so designated, the FDA shall act to expedite the development and review of the product candidate's marketing application, including by meeting with the sponsor throughout the product candidate's development, providing timely advice to the sponsor to ensure that the development program to gather preclinical and clinical data is as efficient as practicable, involving senior managers and experienced review staff in a cross-disciplinary review, and assigning a cross-disciplinary project lead for the FDA review team to facilitate an efficient review of the development program and to serve as a scientific liaison between the review team and the sponsor. The designation may be rescinded if the product candidate does not continue to meet the criteria for breakthrough therapy designation.

Zanubrutinib was granted breakthrough therapy designation by the FDA for the treatment of adult patients with MCL who have received at least one prior therapy.

Priority Review

The FDA may grant an NDA or BLA a priority review designation, which sets the target date for FDA action on the application at six months after the FDA accepts the application for filing. Priority review is granted where there is evidence that the proposed product would be a significant improvement in the safety or effectiveness of the treatment, diagnosis, or prevention of a serious condition. If criteria are not met for priority review, the application is subject to the standard FDA review period of ten months after FDA accepts the application for filing. Priority review designation does not change the scientific/medical standard for approval or the quality of evidence necessary to support approval.

The NDA for zanubrutinib was granted priority review by the FDA for the treatment of adult patients with MCL who have received at least one prior therapy.

Designated Platform Technology

Under FDORA, a platform technology incorporated within or utilized by a drug or biologic is eligible for designation as a designated platform technology if (1) the platform technology is incorporated in, or utilized by, a product approved under an NDA or BLA; (2) preliminary evidence submitted by the sponsor of the approved or licensed product, or a sponsor that has been granted a right of reference to data submitted in the application for such product, demonstrates that the platform technology has the potential to be incorporated in, or utilized by, more than one product without an adverse effect on quality, manufacturing, or safety; and (3) data or information submitted by the applicable person indicates that incorporation or utilization of the platform technology has a reasonable likelihood to bring significant efficiencies to the drug development or manufacturing process and to the review process. A sponsor may request the FDA to designate a platform technology as a designated platform technology concurrently with, or at any time after, submission of an IND application for a product that incorporates or utilizes the platform technology that is the subject of the request. If so designated, the FDA may expedite the development and review of any subsequent original NDA or BLA for a product that uses or incorporates the platform technology. Designated platform technology status does not ensure that a product will be developed more quickly or receive FDA approval. In addition, the FDA may revoke a designation if the FDA determines that a designated platform technology no longer meets the criteria for such designation.

Pediatric Information

Under the Pediatric Research Equity Act, as amended (PREA) ("PREA"), certain NDAs and BLAs and certain NDA and BLA supplements must contain data that can be used to assess the safety and efficacy of the product candidate for the claimed indications in all relevant pediatric subpopulations and to support dosing and administration for each pediatric subpopulation for which the product is safe and effective. The FDA may grant deferrals for submission of pediatric data or full or partial waivers. The FDCA requires that a sponsor who is planning to submit a marketing application for a product candidate that includes a new active ingredient, new indication, new dosage form, new dosing regimen or new route of administration submit an initial Pediatric Study Plan, or PSP, within 60 days of an end-of-Phase 2 meeting or, if there is no such meeting, as early as practicable before the initiation of the Phase 3 or Phase 2/3 study. The initial PSP must include an outline of the pediatric study or studies that the sponsor plans to conduct, including study objectives and design, age groups, relevant endpoints and statistical approach, or a justification for not including such detailed information, and any request for a deferral of pediatric assessments or a full or partial waiver of the requirement to provide data from pediatric studies along with supporting information. The FDA and the sponsor must reach an agreement on the PSP. A sponsor can submit amendments to an agreed-upon initial PSP at any time if changes to the pediatric plan need to be considered based on data collected from preclinical studies, early phase clinical trials and/or other clinical development programs. Unless otherwise required by regulation, PREA does not apply to a drug or biologic for an indication for which orphan designation has been granted except that PREA will apply to an original NDA or BLA for a new active ingredient that is orphan-designated if the drug or biologic is a molecularly targeted cancer product intended for the treatment of an adult cancer and is directed at a molecular target that FDA determines to be substantially relevant to the growth or progression of a pediatric cancer cancer.

Post-Approval Requirements

Any products for which we receive FDA approval are subject to continuing regulation by the FDA, including, among other things, record-keeping requirements, reporting of adverse experiences with the product, providing the FDA with updated safety and efficacy information, product sampling and distribution requirements, complying with certain electronic records and signature requirements and complying with FDA promotion and advertising requirements. The FDA strictly regulates labeling, advertising, promotion and other types of information on products that are placed on the market. Products may be promoted only for the approved indications and in accordance with the provisions of the approved label. Further, manufacturers must continue to comply with cGMP requirements, which are extensive and require considerable time, resources and ongoing investment to ensure compliance. In addition, changes to the manufacturing process generally require prior FDA approval before being implemented and other types of changes to the approved product, such as adding new indications and additional labeling claims, are also subject to further FDA review and approval.

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The Drug Supply Chain Security Act (DSCSA) ("DSCSA") was enacted in 2013 with the aim of building an electronic system to identify and trace certain prescription drugs distributed in the United States. The DSCSA mandates phased-in and resource-intensive obligations for pharmaceutical manufacturers, wholesale distributors, and dispensers over a 10-year period that is expected to culminate in November 2023. The law's requirements include the quarantine and prompt investigation of a suspect product to determine if it is illegitimate, and notifying trading partners and FDA of any illegitimate product. Drug manufacturers and other parties involved in the supply chain must also meet chain of distribution requirements for product tracking and tracing, including a requirement to place a unique product identifier on prescription drug packages. This identifier consists of the National Drug Code, serial number, lot number and expiration date, in the form of a 2 dimensional data matrix barcode that can be read by humans and machines.

Manufacturers and other entities involved in the manufacturing and distribution of approved products are required to register their establishments with the FDA and certain state agencies and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMP and other laws. The cGMP requirements apply to all stages of the manufacturing process, including the production, processing, sterilization, packaging, labeling, storage and shipment of the product. Manufacturers must establish validated systems to ensure that products meet specifications and regulatory requirements and test each product batch or lot prior to its release.

The FDA may withdraw a product approval or revoke a biologics license if compliance with regulatory requirements is not maintained or if problems occur after the product reaches the market. Later discovery of previously unknown problems with a product may result in restrictions on the product or even complete withdrawal of the product from the market. Further, the failure to maintain compliance with regulatory requirements may result in administrative or judicial actions, such as fines, untitled or warning letters, holds on clinical trials, product seizures, product detention or refusal to permit the import or export of products, refusal to approve pending applications or supplements, restrictions on marketing or manufacturing, injunctions or civil or criminal penalties. We may undertake or be required to undertake a product recall.

Patent Term Restoration and Regulatory Exclusivity

Depending upon the timing, duration and specifics of FDA approval of the use of our drug candidates, some of our U.S. patents may be eligible for limited patent term extension under the Drug Price Competition and Patent Term Restoration Act of 1984, commonly referred to as the Hatch-Waxman Amendments. Act. The Hatch-Waxman Amendments permit Act permits a patent restoration term of up to five years as compensation for patent term lost during product development and the FDA regulatory review process. However, patent term restoration cannot extend the remaining term of a patent beyond a total of 14 years from the product's approval date. The patent term restoration period is generally one-half the time between the effective date of an IND and the submission date of an NDA or BLA plus the time between the submission date of an NDA or BLA and the approval of that application, except that this review period is reduced by any time during which the applicant failed to exercise due diligence. Only one patent applicable to an approved product is eligible for the extension and the application for the extension must be submitted prior to the expiration of the patent. The USPTO, in consultation with the FDA, reviews and approves the application for any patent term extension or restoration. In the future, if available, we intend to apply for restorations of patent term for some of our currently owned patents beyond their current expiration dates, depending on the expected length of the clinical trials and other factors involved in the filing of the relevant NDA or BLA; however, there can be no assurance that any such extension will be granted to us.

Data exclusivity provisions under the FDCA can also delay the submission or the approval of certain applications. The FDCA provides a five-year period of non-patent data exclusivity within the United States to the first applicant to gain approval of an NDA for a new chemical entity. A drug is a new chemical entity if the FDA has not previously approved any other new drug containing the same active moiety, which is the molecule or ion responsible for the action of the drug substance. During the exclusivity period, the FDA may not accept for review an abbreviated NDA, or ANDA, or a 505(b)(2) NDA submitted by another company for another version of such drug where the applicant does not own or have a legal right of reference to all the data required for approval. However, such an application may be submitted after four years if it contains a certification of patent invalidity or non-infringement. The FDCA also provides three years of data exclusivity for an NDA, 505(b)(2) NDA or supplement to an existing NDA if new clinical investigations, other than bioavailability studies, that were conducted or sponsored by the applicant are deemed by the FDA to be essential to the approval of the application, for example, for new indications, dosages or strengths of an existing drug. This three-year exclusivity covers only the conditions of use associated with the new clinical investigations and does not prohibit the FDA from approving ANDAs for drugs containing the original active agent. Five-year and three-year exclusivity will not delay the submission or approval of a full NDA. However, an applicant submitting a full NDA would be required to conduct or obtain a right of reference to all of the preclinical studies and adequate and well-controlled clinical trials necessary to demonstrate safety and effectiveness.

Regulatory exclusivity in the United States can also include pediatric exclusivity and orphan drug exclusivity. Pediatric exclusivity, if granted, provides an additional six months of exclusivity, which runs from the end of other regulatory exclusivity or patent periods. This six-month exclusivity may be granted based on the voluntary completion of a pediatric trial in accordance with an FDA-issued ‘‘Written Request’’ for such a trial. Orphan drug exclusivity is described below under "Orphan Drugs."

Biosimilars and Exclusivity

The PHSA includes an abbreviated approval pathway for biological products shown to be similar to, or interchangeable with, an FDA-licensed reference biological product. Biosimilarity, which requires that there be no clinically meaningful differences between the biological product and the reference product in terms of safety, purity and potency, can be shown through analytical studies, animal studies, and a clinical trial or trials. Interchangeability requires that a product is biosimilar to the reference product and the product must demonstrate that it can be expected to produce the same clinical results as the reference product and, for products administered multiple times, the biologic and the reference biologic may be switched after one has been previously administered without increasing safety risks or risks of diminished efficacy relative to exclusive use of the reference biologic.

A reference biologic is granted 12 years of exclusivity from the time of first licensure of the reference product. The first biologic product submitted under the abbreviated approval pathway that is determined to be interchangeable with the reference product has is eligible for a period of exclusivity against other biologics submitting submitted under the abbreviated approval pathway during which time the FDA may not determine that another product is interchangeable with the same reference product for any condition of use. The FDA may approve multiple "first" interchangeable products so long as they are all approved on the same first day of marketing. This exclusivity period, which may be shared amongst multiple first interchangeable products, lasts for the lesser of (i) one year after the first commercial marketing, (ii) 18 months after approval if there is no legal challenge, (iii) 18 months after the resolution in the applicant's favor of a lawsuit challenging the biologic's patents if an application has been submitted, or (iv) 42 months after the application has been approved if a lawsuit is ongoing within the 42-month period.

Orphan Drugs

Under the Orphan Drug Act, the FDA may grant orphan drug designation to drugs, including biologics, intended to treat a rare disease or condition-generally a disease or condition that affects fewer than 200,000 individuals in the United States or that affects more than 200,000 individuals in the United States and for which there is no reasonable

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expectation that costs of research and development of the product for the indication can be recovered by sales of the product in the United States. Orphan drug designation must be requested before submitting an NDA or BLA.

After the FDA grants orphan drug designation, the generic identity of the drug or biologic and its potential orphan use are disclosed publicly by the FDA. Orphan drug designation does not convey any advantage in, or shorten the duration of, the regulatory review and approval process. The first NDA or BLA applicant to receive FDA approval for a particular active ingredient to treat a particular disease or condition with FDA orphan drug designation is entitled to a seven-year exclusive marketing period in the United States for that product, for that indication. Among the other benefits of orphan drug designation are tax credits for certain research and a waiver of the NDA or BLA application user fee.

During the exclusivity period, the FDA may not approve any other applications to market the same drug for the same disease or condition, except in limited circumstances, such as if the second applicant demonstrates the clinical superiority of its product to the product with orphan drug exclusivity through a demonstration of superior safety, superior efficacy, or a major contribution to patient care. “Same drug” means a drug that contains the same active moiety if it is a drug composed of small molecules, or the same principal molecular structural features if it is composed of macromolecules and is intended for the same use as a previously approved drug, except that if the subsequent drug can be shown to be clinically superior to the first drug, it will not be considered to be the same drug. Orphan drug exclusivity does not prevent the FDA from approving a different drug for the same disease or condition, or the same drug for a different disease or condition.

Zanubrutinib was granted orphan drug designation status by the FDA for the treatment of WM, CLL, MCL and MZL (3 subtypes). Tislelizumab was granted orphan drug designation status by the FDA for the treatment of ESCC, HCC and GC.

Disclosure of Clinical Trial Information

Sponsors of clinical trials of FDA-regulated products, including drugs and biologics, are required to register and disclose certain clinical trial information, which is publicly available at www.clinicaltrials.gov. Information related to the product, patient population, phase of investigation, study sites and investigators, and other aspects of the clinical trial is then made public as part of the registration. Sponsors are also obligated to disclose the results of their clinical trials after completion. Disclosure of the results of these trials can be delayed until the new product or new indication being studied has been approved. Competitors may use this publicly available information to gain knowledge regarding the progress of development programs.

Pharmaceutical Coverage, Pricing, and Reimbursement

In the United States and in other countries, sales of any products for which we receive regulatory approval for commercial sale will depend in part on the availability of coverage and reimbursement from third-party payors, including government authorities, managed care providers, private health insurers and other organizations. Patients generally rely on third-party payors to reimburse all or part of the associated healthcare costs and no uniform policy of coverage and reimbursement for drug products exists among third-party payors. Therefore, coverage and reimbursement for drug products can differ significantly from payor to payor.

Additionally, the process for determining whether a payor will provide coverage for a product may be separate from the process for setting the reimbursement rate that the payor will pay for the product. Third-party payors may limit coverage to specific products on an approved list which might not include all of the FDA-approved products for a particular indication. Moreover, a payor’s decision to provide coverage for a product does not imply that an adequate reimbursement rate will be approved. Adequate third-party reimbursement may not be available to enable us to maintain price levels sufficient to realize an appropriate return on our investment in product development.

Third-party payors are increasingly challenging the price and examining the medical necessity and cost-effectiveness of medical products and services, in addition to their safety and efficacy. In order to obtain coverage and reimbursement for any product that might be approved for sale, we may need to conduct expensive pharmacoeconomic studies in order to demonstrate the medical necessity and cost-effectiveness of any products, in addition to the costs required to obtain regulatory approvals. If third-party payors do not consider a product to be cost-effective or medically-necessary compared to other available therapies, they may not cover the product after approval as a benefit under their plans or, if they do, the level of payment may not be sufficient to allow a company to sell its products at a profit.

In some foreign countries, the proposed pricing for a drug must be approved before it may be lawfully marketed. The requirements governing drug pricing vary widely from country to country. For example, the European Union provides options for its member states to restrict the range of medicinal products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. To obtain reimbursement or pricing approval, some of these countries may require the completion of clinical trials that compare the cost effectiveness of a particular product candidate to currently available therapies. A member state may approve a specific price for the medicinal product or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the medicinal product on the market. There can be no assurance that any country that has price controls or reimbursement limitations for pharmaceutical products will allow favorable reimbursement and pricing arrangements for any of our product candidates. Historically, products launched in the European Union do not follow price structures of the United States and generally prices tend to be significantly lower.

Healthcare Reform

The U.S. government and state legislatures have shown significant interest in implementing cost containment programs to limit the growth of government-paid health care costs, including price controls, restrictions on reimbursement and requirements for substitution of generic products for branded prescription drugs. Such adoption of government controls and tightening of restrictive policies could limit payments for pharmaceuticals. For example, the Affordable Care Act (the ACA) "ACA") contains provisions that may reduce the profitability of drug products, including for example, increased rebates for drugs reimbursed by Medicaid programs, extension of Medicaid rebates to Medicaid managed care plans, mandatory discounts for certain Medicare Part D beneficiaries and annual fees based on pharmaceutical companies’ share of sales to federal health care programs. Adoption of government controls and measures and tightening of restrictive policies in jurisdictions with existing controls and measures, could limit payments for pharmaceuticals.

Since its enactment, some of the provisions of the ACA have yet to be fully implemented, while certain provisions have been subject to judicial, Congressional, and Executive challenges. On June 17, 2021, the U.S. Supreme Court dismissed the most recent judicial challenge to the ACA brought by several states without specifically ruling on the constitutionality of the ACA. Prior to the Supreme Court's decision, President Biden issued an Executive Order to initiate As a special enrollment period from February 15, 2021 through August 15, 2021 for purposes of obtaining health insurance coverage through the ACA marketplace. The Executive Order also instructed certain governmental agencies to review and reconsider their existing policies and rules that limit access to healthcare, including among others, reexamining Medicaid demonstration projects and waiver programs that include work requirements, and policies that create unnecessary barriers to obtaining access to health insurance coverage through Medicaid or the ACA. It result, it is unclear how other healthcare reform measures of the Biden administrations or other such efforts if any, to challenge, repeal or replace the ACA, will impact our business.

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Other legislative changes have been proposed and adopted in the United States since the ACA was enacted. For example, the Bipartisan Budget Act of 2018 also amended the ACA effective January 1, 2019, by increasing the point-of-sale discount that is owed by pharmaceutical manufacturers who participate in Medicare Part D from 50% to 70%, effective January 1, 2019, and closing the coverage gap in most Medicare drug plans, commonly referred to as the “donut hole.”

plans. In addition, the Budget Control Act of 2011 and the Bipartisan Budget Act of 2015 led to aggregate reductions of Medicare payments to providers of up to 2% per fiscal year that will remain in effect through 2030 unless additional Congressional action is taken. Pursuant to the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, and subsequent legislation, these reductions have been suspended from May 1, 2020 through December 31, 2021 due In relation to the COVID-19 pandemic. Proposed pandemic and pursuant to subsequent legislation, if passed, would extend this suspension until the end of the pandemic. 2% reduction was periodically suspended, but resumed on July 1, 2022. Further, on January 2, 2013, the American Taxpayer Relief Act was signed into law, which, among other things, reduced Medicare payments to several types of providers, including hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

On April 13, 2017, CMS The Centers for Medicare and Medicaid Services ("CMS") published a final rule that gives states greater flexibility in setting benchmarks for insurers in the individual and small group marketplaces, which may have the effect of relaxing the essential health benefits required under the ACA for plans sold through such marketplaces. On May 23, 2019, CMS also published a final rule to allow Medicare Advantage Plans the option of using step therapy for Part B drugs beginning January 1, 2020. On December 20, 2019, former President Trump signed into law the Further Consolidated Appropriations Act (H.R. 1865), which repealed the Cadillac tax, the health insurance provider tax, and the medical device excise tax. It is impossible to determine whether similar taxes could be instated in the future. drugs.

There has also been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several Congressional inquiries and proposed bills designed to among other things, bring more transparency to product pricing, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for pharmaceutical products. It is unclear whether At the federal level, President Biden administration will challenge, reverse, revoke or otherwise modify directed the former Trump Administration’s executive FDA to work with states and administrative actions after January 20, 2021. Indian Tribes that propose to develop section 804 Importation Programs in accordance with the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, and the FDA's implementing regulations.

Further, on July 24, 2020 and September 13, 2020, former President Trump announced several executive orders related to prescription drug pricing that seek to implement several of the administration's proposals. In response, the The FDA released a final rule, on September 24, 2020, which went into effect on November 30, 2020, in November 2020, providing guidance for states to build and submit importation plans for drugs from Canada. Further, on November 20, 2020 the Centers for Medicare and Medicaid Services (the CMS) issued an Interim Final Rule implementing the Most Favored Nation (MFN) Model under which Medicare Part B reimbursement rates will be calculated for certain drugs and biologics based on the lowest price drug manufacturers receive in Organization for Economic Cooperation and Development countries with a similar gross domestic product per capita. The MFN Model regulations mandate participation by identified Part B providers and would have applied in all U.S. states and territories for a seven-year period beginning January 1, 2021, and ending December 31, 2027. However, in response to a lawsuit filed by several industry groups, on December 28, 2020, the U.S. District Court for the Northern District of California issued a nationwide preliminary injunction enjoining government defendants from implementing the MFN Rule pending completion of notice-and-comment procedures under the Administrative Procedure Act. On January 13, 2021, in a separate lawsuit brought by industry groups in the U.S. District of Maryland, the government defendants entered a joint motion to stay litigation on the condition that the government would not appeal the preliminary injunction granted in the U.S. District Court for the Northern District of California and that performance for any final regulation stemming from the MFN Interim Final Rule shall not commence earlier than 60 days after publication of that regulation in the Federal Register. Further, authorities in Canada have passed rules designed to safeguard the Canadian drug supply from shortages. If implemented, importation of drugs from Canada and the MFN Model may materially and adversely affect the price we receive for our medicines. Additionally, on November 30, 2020,

In November 2020, the U.S. Department of Health and Human Services (the HHS) ("HHS") finalized a regulation removing safe harbor protection for price reductions from pharmaceutical manufacturers to plan sponsors under Part D, either directly or through pharmacy benefit managers, PBMs, unless the price reduction is required by law. The rule also creates a new safe harbor for price reductions reflected at the point-of-sale, as well as a safe harbor for certain fixed fee arrangements between pharmacy benefit managers PBMs and manufacturers. Pursuant to court order, the removal and addition of the aforementioned safe harbors were delayed and recent legislation imposed a moratorium on implementation of the rule until January 1, 2026 January 1, 2032. Further, implementation of this change and new safe harbors for point-of-sale reductions in price for prescription pharmaceutical products and pharmacy benefit manager PBM service fees are currently under review by the Biden administration and may be amended or repealed. Although a number of these and other proposed measures may require authorization through additional legislation to become effective, and the Biden administration may reverse or otherwise change these measures, Congress has each indicated that it will continue to seek new legislative and/or administrative measures to control drug costs.

At the state level, legislatures have increasingly passed legislation and implemented regulations designed to control pharmaceutical product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. Presently, the State Medicaid combined represent less than 5% of our overall business in the U.S. While much of the focus of state pricing policies is limited to Medicaid, we cannot assess the impact that these and other measures such as state transparency policies will have on our business.

Moreover, on May 30, 2018, the Right to Try Act, was signed into law. The law, among other things, provides a federal framework for certain patients to access certain investigational new drug products that have completed a Phase I clinical trial and that are undergoing investigation for FDA approval. Under certain circumstances, eligible patients can seek treatment without enrolling in clinical trials and without obtaining FDA permission under the FDA expanded access program. There is no obligation for a drug manufacturer to make its drug products available to eligible patients as a result of the Right to Try Act or FDA's expanded access program authorities, but the manufacturer must develop and make publicly available its policy on expanded access availability and respond to patient requests according to that policy. We make available on our website the BeiGene contact information for requesting access to our investigational drugs and expected timeline for us to acknowledge receiving such requests.

Other U.S. Healthcare Laws and Compliance Requirements

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We are subject to various federal and state laws targeting fraud and abuse in the healthcare industry. These laws may impact, among other things, our sales, marketing and education programs. In addition, we may be subject to patient privacy regulation by both the federal government and the states in which we conduct our business prior to and after receiving regulatory approval of our product candidates. The laws that may affect our ability to operate include:

- the federal healthcare Anti-Kickback Statute (AKS) ("AKS"), which prohibits, among other things, knowingly and willfully soliciting, receiving, providing, offering or paying any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind, to induce or reward, or in return for, either the referral of an individual, or the purchase, lease, order or recommendation or arrangement of any good, facility, item or service for which payment may be made, in whole or in part, under a federal healthcare program, such as the Medicare and Medicaid programs. This statute has been interpreted to apply to arrangements between pharmaceutical manufacturers on the one hand and prescribers, purchasers and formulary managers on the other. Although there are several statutory exceptions and regulatory safe harbors protecting certain common activities from prosecution, they are drawn narrowly, and practices that involve remuneration intended to induce prescribing, purchasing or recommending may be subject to scrutiny if they do not qualify for an exception or safe harbor. A person or entity can be found guilty of violating the AKS without actual knowledge of the statute or specific intent to violate it. In addition, the government may assert that a claim including items or services resulting from a violation of the AKS constitutes a false or fraudulent claim for purposes of the federal False Claims Act (FCA) ("FCA") or federal civil money penalties statute. Violations of the AKS carry potentially significant civil fines and criminal penalties, including imprisonment, fines, administrative federal civil monetary penalties, and exclusion from participation in federal healthcare programs. This law applies to our marketing practices, educational programs, pricing policies and relationships with healthcare providers, by prohibiting, among other things, soliciting, receiving, offering or providing remuneration intended to induce the purchase or recommendation of an item or service reimbursable under a federal healthcare program, such as the Medicare or Medicaid programs. On November 20, 2020, the Office of Inspector General (OIG) finalized further modifications to the federal Anti-Kickback Statute. Under the final rules, OIG added There are safe harbor protections under the Anti-Kickback Statute AKS for certain coordinated care and value-based arrangements among clinicians, providers, and others. These rule (with exceptions) became effective January 19, 2021. We continue to evaluate what effect, if any, these rules will have on our business;

- the federal civil and criminal false claims and civil monetary penalty laws, such as the federal FCA, which impose criminal and civil penalties and authorize civil whistleblower or qui tam actions, against individuals or entities for, among other things: knowingly presenting, or causing to be presented, to the federal government, claims for payment that are false, fictitious or fraudulent; knowingly making or causing a false statement or record material to a false or fraudulent claim or obligation to pay or transmit money or property to the federal government; or knowingly concealing or knowingly and improperly avoiding or decreasing an obligation to pay money to the federal government. In addition, the government may assert that a claim including items and services resulting from a violation of the federal AKS constitutes a false of fraudulent claim for purposes of the FCA. The government may deem manufacturers to have “caused” the submission of false or fraudulent claims by, for example, providing inaccurate billing or coding information to customers or promoting a product off-label. Companies that submit claims directly to payors may also be liable under the FCA for the direct submission of such claims. The FCA also permits a private individual acting as a “whistleblower” to bring actions on behalf of the federal government alleging violations of the FCA and to share in any monetary recovery. When an entity is determined to have violated the federal civil FCA, the government may impose civil fines and penalties for each false claim, plus treble damages, and exclude the entity from participation in Medicare, Medicaid and other federal healthcare programs. Our marketing and activities relating to the reporting of wholesaler or estimated retail prices for our products, the reporting of prices used to calculate Medicaid rebate information and other information affecting federal, state and third-party reimbursement for our products, and the sale and marketing of our products and any future product candidates are subject to scrutiny under this law;

- the Health Insurance Portability and Accountability Act of 1996 (HIPAA) ("HIPAA"), which prohibits, among other things, knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program or obtain, by means of false or fraudulent pretenses, representations, or promises, any of the money or property owned by, or under the custody or control of, any healthcare benefit program, regardless of the payor (e.g., public or private) and knowingly and willfully falsifying, concealing or covering up by any trick or device a material fact or making any materially false statements in connection with the delivery of, or payment for, healthcare benefits, items or services relating to healthcare matters. Similar to the federal Anti-Kickback Statute, a person or entity can be found guilty of violating HIPAA without actual knowledge of the statute or specific intent to violate it;

- HIPAA, as further amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) ("HITECH"), and their respective implementing regulations, including the Final Omnibus Rule published in January 2013, which impose certain requirements on certain covered healthcare providers, health plans and healthcare clearinghouses as well as their respective business associates who perform services for them that involve the creation, maintenance, receipt, use, or disclosure of, individually identifiable health information, relating to the privacy, security and transmission of individually identifiable health information. HITECH also created new tiers of civil monetary penalties, amended HIPAA to make civil and criminal penalties directly applicable to business associates, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorneys' fees and costs. In addition, there may be additional federal, state and non-U.S. laws which govern the privacy and security of health and other personal information in certain circumstances, many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts;

- the federal transparency requirements under the ACA, including the provision commonly referred to as the Physician Payments Sunshine Act, which require manufacturers of drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children’s Health Insurance Program, with specific exceptions, to report annually to Centers for Medicare & Medicaid Services information related to payments or other transfers of value made to physicians, nurse

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practitioners, certified nurse anesthetists, anesthesiologist assistants, physician assistants, clinical nurse specialists, and certified nurse midwives as well as teaching hospitals. Manufacturers are also required to disclose ownership and investment interest held by physicians and their immediate family members;

- federal price reporting laws, which require manufacturers to calculate and report complex pricing metrics in an accurate and timely manner to government programs;
- federal consumer protection and unfair competition laws, which broadly regulate marketplace activities and activities that potentially harm consumers; and
- the Foreign Corrupt Practices Act (FCPA) ("FCPA"), which prohibits companies and their intermediaries from making, or offering or promising to make, improper payments to non-U.S. officials for the purpose of obtaining or retaining business or otherwise seeking favorable treatment.

Similarly, state privacy laws may be broader and require greater protections than HIPAA. These data privacy and security laws may differ from each other in significant ways and often are not pre-empted by HIPAA, which may complicate compliance efforts. For example, in June 2018, the State of California enacted the California Consumer Privacy Act of 2018 (CCPA) ("CCPA"), which came into effect on January 1, 2020 and provides new data privacy rights for consumers and new operational requirements for companies. The CCPA gives California residents expanded rights to access and delete their personal information, opt out of certain personal information sharing, and receive detailed information about how their personal information is used. CCPA provides for civil penalties for violations, as well as a private right of action for data breaches that is expected to increase data breach litigation. Further, a new California privacy law, the California Privacy Rights Act or CPRA, was passed by California voters on November 3, 2020. The CPRA ("CPRA") will create additional obligations with respect to processing and storing personal information that are scheduled to take effect on January 1, 2023 (with certain provisions having retroactive effect to January 1, 2022). We will continue to monitor developments related to the CPRA and anticipate additional costs and expenses associated with CPRA compliance. Other U.S. states also are considering omnibus privacy legislation and industry organizations regularly adopt and advocate for new standards in these areas. While the legislation and proposed regulations including the CCPA and CPRA contain an exception for certain activities that involve PHI subject to HIPAA, we cannot yet determine the impact the CCPA, CPRA or other such future laws, regulations and standards may have on our business.

Additionally, we are subject to state equivalents of each of the healthcare laws described above, among others, some of which may be broader in scope and may apply to healthcare services reimbursed by any third-party payor, not just governmental payors, but also private insurers. These laws are enforced by various state agencies and through private actions. Some states have passed laws that require pharmaceutical companies to comply with the April 2003 Office of Inspector General

Compliance Program Guidance for Pharmaceutical Manufacturers and/or other voluntary industry codes of conduct that restrict the payments made to healthcare providers and other potential referral sources. Several states and local laws also impose other marketing restrictions or require pharmaceutical companies to make marketing or price disclosures to the state, require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers, and require the registration of pharmaceutical sales representatives. State and foreign laws, including for example the European Union General Data Protection Regulation, which became effective May 2018, also govern the privacy and security of health information in some circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts. There are ambiguities as to what is required to comply with these state requirements and if we fail to comply with an applicable state law requirement we could be subject to penalties. Finally,

there are state and foreign laws governing the privacy and security of health information, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

In the United States, to help patients afford our approved product, we may utilize programs to assist them, including patient assistance programs and co-pay coupon programs for eligible patients. Government enforcement agencies have shown increased interest in pharmaceutical companies' product and patient assistance programs, including reimbursement support services, and investigations into these programs have resulted in significant civil and criminal settlements. In addition, at least one insurer has directed its network pharmacies to no longer accept co-pay coupons for certain specialty drugs the insurer identified. Our co-pay coupon programs could become the target of similar insurer actions. In addition, the CMS issued guidance to the issuers of qualified health plans sold through the ACA's marketplaces encouraging such plans to reject patient cost-sharing support from third parties and indicating that the CMS intends to monitor the provision of such support and may take regulatory action to limit it in the future. The CMS subsequently issued a rule requiring individual market qualified health plans to accept third-party premium and cost-sharing payments from certain government-related entities. Furthermore, the Office of Inspector General (“OIG”) of the HHS issued a Special Advisory Bulletin warning manufacturers that they may be subject to sanctions under the federal anti-kickback statute and/or civil monetary penalty laws if they do not take appropriate steps to exclude Part D beneficiaries from using co-pay coupons. Accordingly, companies exclude these Part D beneficiaries from using co-pay coupons. It is possible that changes in insurer policies regarding co-pay coupons and/or the introduction and enactment of new legislation or regulatory action could restrict or otherwise negatively affect these patient support programs, which could result in fewer patients using affected products, and therefore could have a material adverse effect on our sales, business, and financial condition.

Third party patient assistance programs that receive financial support from companies have become the subject of enhanced government and regulatory scrutiny. The OIG has established guidelines that suggest that it is lawful for pharmaceutical manufacturers to make donations to charitable organizations who provide co-pay assistance to Medicare patients, provided that such organizations, among other things, are bona fide charities, are entirely independent of and not controlled by the manufacturer, provide aid to applicants on a first-come basis according to consistent financial criteria and do not link aid to use of a donor's product. However, donations to patient assistance programs have received some negative publicity and been the subject of multiple government enforcement actions, related to allegations regarding their use to promote branded pharmaceutical products over other less costly alternatives. Specifically, in recent years, there have been multiple settlements resulting out of government claims challenging the legality of their patient assistance programs under a variety of federal and state laws.

The scope and enforcement of these laws is uncertain and subject to rapid change in the current environment of healthcare reform, especially in light of the lack of applicable precedent and regulations. Federal and state enforcement has led to a number of investigations, prosecutions, convictions and settlements in the healthcare industry. Ensuring that our internal operations and future business arrangements with third parties comply with applicable healthcare laws and regulations will involve substantial costs. It is possible that

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governmental authorities will conclude that our business practices do not comply with current or future statutes, regulations, agency guidance or case law involving applicable fraud and abuse or other healthcare laws and regulations.

EU and UK Data Protection Laws

In the European Union (EU), EU, the General Data Protection Regulation (GDPR) ("GDPR") governs the processing of personal data. The GDPR imposes a broad range of strict requirements on companies subject to the GDPR, such as including requirements relating to having legal bases for processing personal data relating to identifiable individuals and transferring such information outside the European Economic Area or EEA, ("EEA"), including to the U.S. (see below), providing details to those individuals regarding the processing of their personal data, implementing safeguards to keep personal data secure, having data processing agreements with third parties who process personal data, providing information to individuals regarding data processing activities, responding to individuals' requests to exercise their rights in respect of their personal data, obtaining consent of the individuals to whom the personal data relates, reporting security and privacy breaches involving personal data to the competent national data protection authority and affected individuals, appointing data protection officers, conducting data protection impact assessments, and record-keeping. The GDPR

substantially increases the penalties to which we could be subject in the event of any non-compliance, including fines of up to €20,000,000 or 4% of total annual global revenue, whichever is greater. The GDPR increases the responsibility and liability of pharmaceutical companies in relation to processing personal data, and companies may be required to put in place additional mechanisms to ensure compliance with the new EU data protection rules. In addition, further to the UK's exit from the EU on January 31, 2020, the GDPR ceased to apply in the UK at the end of the transition period on December 31, 2020. However, as of January 1, 2021, the UK's European Union (Withdrawal) Act 2018 incorporated the GDPR (as it existed on December 31, 2020 but subject to certain UK specific amendments) into UK law, referred to as the UK GDPR. The UK GDPR and the UK Data Protection Act 2018 set out the UK's data protection regime, which is independent from but aligned to the EU's data protection regime. Non-compliance with the UK GDPR may result in monetary penalties of up to £17.5 million or 4% of worldwide revenue, whichever is higher. Although the UK is regarded as a third country under the EU's GDPR, the European Commission (EC) EC has now issued a decision recognizing the UK as providing adequate protection under the EU GDPR and, therefore, transfers of personal data originating in the EU to the UK remain unrestricted. Like the EU GDPR, the UK GDPR restricts personal data transfers outside the UK to countries not regarded by the UK as providing adequate protection. The UK government has confirmed that personal data transfers from the UK to the EEA remain free flowing.

To enable the transfer of personal data outside of the EEA or the UK, adequate safeguards must be implemented in compliance with European and UK data protection laws. On June 4, 2021, the EC issued new forms of standard contractual clauses for data transfers from controllers or processors in the EU/EEA (or otherwise subject to the GDPR) to controllers or processors established outside the EU/EEA (and not subject to the GDPR). The new standard contractual clauses replace the standard contractual clauses that were adopted previously under the EU Data Protection Directive. The UK is not subject to the EC's new standard contractual clauses but has published a draft version of a UK-specific transfer mechanism, which, once finalized, will enable transfers from the UK. We will be required to implement these new safeguards when conducting restricted data transfers under the EU and UK GDPR and doing so will require significant effort and cost.

PRC Regulation

In the PRC, we operate in an increasingly complex legal and regulatory environment. We are subject to a variety of PRC laws, rules and regulations affecting many aspects of our business. This section summarizes the principal PRC laws, rules and regulations that we believe are relevant to our business and operations.

PRC Drug Regulation

Introduction

China heavily regulates the development, approval, manufacturing and distribution of drugs, including biologics. The legal framework for the administration of pharmaceutical products in China was established by the Drug Administration Law of the PRC (the DAL) "DAL"). The DAL applies to entities and individuals engaged in the development, production, trade, clinical use, as well as supervision and administration of pharmaceutical products by regulatory agencies. It provides for a framework for regulating pharmaceutical manufacturers, pharmaceutical trading companies, medical institutions, and the research, development, manufacturing, distribution, packaging, pricing, and advertisement activities related to pharmaceutical products. The Implementing Measures of the Drug Administration Law as amended in 2019 provides detailed implementation regulations for the DAL.

The Revised DAL

The DAL, revised in 2019 (the rDAL) "rDAL"), embodies an expected regulatory trend to strengthen the life-cycle management of drugs, to balance the development of innovative drugs and generic drugs, and to enhance drug review and enforcement. It also reflects legislative efforts to address prominent problems of the pharmaceutical industry, such as counterfeit and substandard drugs and high drug prices.

The rDAL contains a dedicated chapter on the Marketing Authorization Holder (MAH) ("MAH") system. Subject to approval by the NMPA, MAHs will be allowed to transfer their marketing authorizations. It is uncertain whether the transferability of MAH will offer more flexibility in structuring cross-border transactions. In addition, the implementation of the MAH system was accompanied by a range of new requirements for the MAHs. For example, a MAH must establish a quality assurance system and be responsible for the whole process and all aspects of preclinical research, clinical trials, manufacturing and distribution, post-marketing research, adverse drug reaction monitoring and reporting. A foreign MAH is required to engage a local agent to fulfill the MAH's obligations and the foreign MAH is subject to joint and several liability in the event of any wrongdoing. It is unclear how the scope of such joint liability will be defined.

The rDAL no longer requires the certification for good clinical practice (GCP), GCP, good supply practice (GSP) ("GSP"), and GMP. However, drug manufacturers and drug distributors must still comply with current GMP and GSP requirements. Pursuant to the rDAL, NMPA

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and its local counterparts are directed to strengthen their surveillance of drug manufacturers and distributors, including through regular and continuous site inspections, to ensure their compliance. It remains to be seen how clinical trial institutions will ensure self-compliance with GCP requirements and whether there will be more inspections of clinical trial institutions.

The rDAL also requires MAHs, manufacturers, distributors, and medical institutions to establish and implement drug track and trace systems. The NMPA will issue related standards and regulations regarding drug track and trace system. A drug pharmacovigilance system will also be established to monitor, identify, evaluate and control adverse drug reactions and other possible drug-related problems.

The rDAL creates an expanded access pathway for investigational drugs under which a company sponsor of a clinical trial in China can apply to establish an expanded access treatment program for patients with life-threatening disease who otherwise do not satisfy the inclusion criteria of a clinical trial. To quality for expanded access: (1) the drug must be used for life-threatening diseases that lack effective treatment; (2) the drug must have demonstrated its potential efficacy based on medical observations; (3) such use is in line with ethical principles; (4) such expanded use has been reviewed and approved (although the approval pathway not clear), and has obtained patients' informed consent; and (5) the drug must be used within the clinical trial institution and used on patients with similar conditions.

The rDAL also significantly increases and expands penalties for violations. Depending on various types of violations, the rDAL imposes different penalties, including warnings, confiscation of illegal gains, fines of up to RMB5 million (about $725,000) or up to 30 times of illegal gains, revocation of required business and operating licenses, certificates or approval documents for drugs, suspension of business, temporary (10 years) or permanent debarment of companies, institutions and responsible persons, and criminal liabilities in the case of serious violations.

There are still uncertainties with respect to the interpretation and implementation of the rDAL. We plan to closely monitor the implementation of the rDAL and its impact on our operations in China.

Regulatory Authorities and Government Reorganization

In China, the NMPA is the primary regulator for pharmaceutical products and businesses. The agency was formed from the prior China Food and Drug Administration (CFDA) ("CFDA") in 2018 as part of a complete government reorganization. The NMPA is no longer an independent agency. Its parent agency is the State Administration of for Market Regulation (the SAMR) "SAMR"), into which agencies responsible for, among other areas, consumer protection, advertising, anticorruption, antitrust, fair competition and intellectual property have been merged.

Like the CFDA, the NMPA is still the chief drug regulatory agency and implements the same laws, regulations, rules, and guidelines as the CFDA, and it regulates almost all of the key stages of the life-cycle of pharmaceutical products, including nonclinical studies, clinical trials, marketing approvals, manufacturing, advertising and promotion, distribution, and pharmacovigilance (i.e., post-marketing safety reporting obligations). The Center for Drug Evaluation (CDE), CDE, which remains under the NMPA, conducts the technical evaluation of each drug and biologic application for safety and efficacy.

The National Health Commission (NHC) (formerly known by the names Ministry of Health (MOH) and National Health and Family Planning Commission (NHFPC) ("NHC"), is China's chief healthcare regulator. It is primarily responsible for overseeing the operation of medical institutions, which also serve as clinical trial sites, and regulating the licensure of hospitals and other medical personnel. The NHC plays a significant role in drug reimbursement. Furthermore, the NHC and its local counterparts at or below the provincial-level of local government also oversee and organize public medical institutions' centralized bidding and procurement programs for pharmaceutical products. This is the primary way that public hospitals and their internal pharmacies procure drugs.

Also, as part of the 2018 reorganization, the PRC government formed the State Medical Insurance Bureau which focuses on regulating reimbursement under state-sponsored insurance plans.

Preclinical and Clinical Development

The NMPA requires preclinical data to support registration applications for new drugs. Preclinical work, including safety assessment studies, must meet the GLP standards, issued in 2003 and amended in 2017. The rDAL requires the NMPA to accredit GLP labs, and that nonclinical studies of chemical drug substances and preparations and biologics that are not yet marketed in China be conducted in GLP-certified labs. There are no approvals required from the NMPA to conduct preclinical studies.

A Certificate for Use of Laboratory Animals is required for performing experimentation on animals under the Regulations for the Administration of Affairs Concerning Experimental Animals issued in 1988 and last amended in 2017, the Administrative Measures on Good Practice of Experimental Animals issued in 1997, and the Administrative Measures on the Certificate for Experimental Animals (Trial) issued in 2001. Applicants for this certificate must satisfy a number of conditions,

including (1) the environment and facilities for lab animals' living and propagating must satisfy national requirements; (2) lab animals must be qualified and sourced from institutions with Certificates for Production of Lab Animals; and (3) the animals' feeding and experimentation must be conducted by professionals, specialized and skilled workers, or other trained personnel.

Registration Categories

Prior to engaging with the NMPA on research and development and approval, an applicant will need to determine the registration category for its drug candidate (which will ultimately need to be confirmed with the NMPA), which will determine the requirements for its clinical trial and marketing application. There are five categories for small molecule drugs: Category 1 (innovative drugs) refers to drugs that have a new chemical entity that has not been marketed anywhere in the world, Category 2 (improved new drugs) refers to drugs with a new indication, dosage form, route of administration, combination, or certain formulation changes not approved in the world, Categories 3 and 4 are for generics that reference an innovator drug (or certain well-known generic drugs) marketed either abroad or in China, respectively, and Category 5 refers to innovative or generic drugs that have already been marketed abroad but are not yet approved in China (i.e., imported drugs).

Therapeutic biologics follow a similar categorization, with Category 1 being new to the world. Like with small molecule drugs, Category 1 is for innovative biologics that have not been approved inside or outside of China. Biosimilars are under Category 3. Each of zanubrutinib, tislelizumab, pamiparib and lifirafenib is classified as Category 1 based on the defined registration category by the NMPA. Zanubrutinib, pamiparib and tislelizumab have been approved by the NMPA as Category 1 drugs.

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Expedited Programs

Priority Evaluation and Approval Programs to Encourage Innovation

The NMPA has adopted several expedited review and approval mechanisms since 2009 and created additional expedited programs in recent years that are intended to encourage innovation. Applications for these expedited programs can be submitted after the CTA is admitted for review by the CDE. The NMPA's Drug Registration Rules effective from July 1, 2020 (DRR) ("DRR") provides certain categories of drugs that may be eligible for priority status, among which, the following may be particularly relevant for us: (1) drugs that are clinically and urgently needed but insufficient in supply; (2) innovative drugs and improved new drugs for prevention and treatment of major contagious diseases and rare diseases; (3) new pediatric drugs, (4) drugs designated as breakthrough therapies, and (5) drugs that satisfy the conditional approval criteria.

If admitted to one of these expedited programs, an applicant will be entitled to more frequent and timely communication with reviewers at the CDE, expedited review and approval, and more agency resources throughout the approval process.

Amgen's sBLA for BLINCYTO® has been accepted by the CDE and granted priority status. Our sNDA for tislelizumab for MSI-H/dMMR solid tumor has been accepted by the CDE and granted priority status.

Conditional Approval

NMPA also permits conditional approval of certain medicines based on early phase data. The agency has done this for medicines that meet unmet medical needs for life-threatening illnesses and also for medicines that treat orphan indications. Under the DRR, drugs that meet one of the three criteria might be eligible for conditional approval: (1) drugs that treat life threatening illnesses for which there are no effective treatment or preventive methods, but their clinical trials already have the data to prove efficacy and their clinical value is predictable, (2) drugs that are urgently needed for public health reasons, and their clinical trials already have the data to prove efficacy and their clinical value is predictable; or (3) vaccines that are urgently needed for major public health emergencies or otherwise deemed by the National Health Commission to be urgently needed, and it is concluded upon evaluation that their benefits outweigh their risks. Following approval, the MAH is required to take risk mitigation measures and complete a post-market study as required by the NMPA within a prescribed timeline.

BRUKINSA® received conditional approval for the treatment of MCL in adult patients who have received at least one prior therapy, CLL or SLL in adult patients who have received at least one prior therapy, and for adult patients with WM who have received at least one prior therapy. Tislelizumab received conditional approval as a treatment for patients with cHL who have received at least two prior therapies and as a treatment for patients with locally advanced or metastatic UC, a form of bladder cancer, with PD-L1 high expression whose disease progressed during or following platinum-containing chemotherapy or within 12 months of neoadjuvant or adjuvant treatment with platinum-containing chemotherapy, and for the treatment of patients with hepatocellular carcinoma (HCC) who have been previously treated with at least one systemic therapy. Pamiparib received conditional approval for the treatment of patients with germline BRCA (gBRCA) mutation-associated recurrent advanced ovarian, fallopian tube, or primary peritoneal cancer who have been treated with two or more lines of chemotherapy. XGEVA® received conditional approval for the treatment of adults and skeletally mature adolescents with giant cell tumor of the bone

(GCTB) that is unresectable or where surgical resection is likely to result in severe morbidity and for the prevention of skeletal-related events (SREs) SREs in patients with bone metastases from solid tumors and in patients with multiple myeloma. BLINCYTO® received conditional approval approvals for the treatment of both adult and pediatric patients with R/R B-cell precursor acute lymphoblastic leukemia. KYPROLIS® received conditional approval for the treatment of adult patients with R/R multiple myeloma. QARZIBA® received conditional approval for high-risk neuroblastoma.

Breakthrough Therapy Designation

Breakthrough therapy designation (BTD) ("BTD") is a process designed to expedite the development and review of clinical stage, innovative or improved new drugs that meet the following criteria: (1) they are intended to treat life threatening conditions or conditions that have serious negative impact on the quality of life, and (2) there are no effective treatment or preventive methods available, or there is preliminary clinical evidence indicating that they may demonstrate substantial improvement over available therapies. Applicants of drugs designated as breakthrough therapies will be entitled to direct communications with CDE at key states during the clinical trials, and may seek CDE's opinion on study progress.

Amgen's $KRAS_{G12C}$ inhibitor sotorasib was granted BTD in China for patients with *KRAS p.G12C*-mutated locally advanced or metastatic NSCLC who have received at least one prior systemic therapy. BRUKINSA® as a treatment for adult patients with CLL/SLL was granted BTD in China. ZW25 (zanidatamab) as a treatment for R/R HER2-expressing biliary tract cancer was granted BTD.

New Policies on Expediting Approval of Imported Oncology Drugs

The PRC government continues to establish measures and incentives to promote the development and swifter approval of marketing for oncology and other innovative drugs. Beginning in May 2018, the PRC eliminated tariffs on a significant number of imported innovative drugs, including oncology drugs, making the importation process more efficient. The PRC government has also stated that it will explore ways to expand access to reimbursement under the state health plans for innovative drugs (particularly for urgently needed oncology drugs).

Clinical Trials and Marketing Approval

Upon completion of preclinical studies and preliminary CMC studies, a sponsor typically needs to conduct clinical trials in China for registering a new drug. The materials required for this application and the data requirements are determined by the registration category. The NMPA has taken a number of steps to increase efficiency for approving

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CTAs, and it has also significantly increased monitoring and enforcement of GCP to ensure data integrity.

Clinical Trial Approval

All clinical trials conducted in China for the purpose of seeking marketing approvals must be approved by the NMPA and conducted at hospitals satisfying GCP requirements. In addition to a standalone China trial to support development, imported drug applicants may include Chinese clinical sites as part of an international multicenter trial (IMCT) ("IMCT"). Domestically manufactured drugs are not subject to foreign approval requirements, and in contrast to prior practice, the NMPA has decided to permit those drugs to conduct development via an IMCT as well.

The rDAL has now also adopted an implied approval system for clinical trials of new drugs. Trials can proceed if after 60 business days, the applicant has not received any objections from the CDE, as opposed to the lengthier previous clinical trial pre-approval process in which the applicant had to wait for affirmative approval. The rDAL also expands the number of trial sites by abolishing the GCP accreditation system and requiring trial sites to follow a more simplified notification procedure.

New Policies on Clinical Value-Oriented R&D for Oncology Drugs

The NMPA finalized in November 2011 the Guideline on Clinical Value-Oriented Research and Development for Oncology Drugs, as part of its policies intended to encourage the research and development of innovative oncology drugs with significant clinical value, and discourage repeated research and development of “me-too” drugs with minimal or no clinical value to patients.

Clinical Trial Register

Clinical trials conducted in China must be registered and published through the Drug Clinical Trial Information Platform (http://www.chinadrugtrials.org.cn). Applicant are required to pre-register the trial information within one month after obtaining the clinical trial approval to obtain the trial’s unique registration number and to complete registration of certain follow-up information before the first subject’s enrollment in the trial. If the foregoing pre-registration and registration is not obtained within one year after obtaining the clinical trial approval, the applicant shall submit an explanation, and if the procedure is not completed within three years, the clinical trial approval automatically expires.

Human Genetic Resources Regulation

The Regulation on the Administration of Human Genetic Resources (HGR Regulation) ("HGR Regulation") became effective on July 1, 2019. The HGR Regulation applies to all human genetic resources (HGR) ("HGR")-related activities for R&D purposes, including sampling, biobanking, use of HGR materials and associated data in China, and the provision or sharing of such materials or data with foreign parties.

The HGR Regulation applies to foreign parties, including foreign entities and entities established or actually controlled by foreign entities and individuals. As BeiGene, Ltd. is a Cayman Islands company, we and our activities in China are subject to the HGR Regulation. Such foreign parties seeking access to China’s HGRs for scientific research, including clinical trials intended to support marketing approval of drugs and medical devices in China, must do so only through collaborations with Chinese parties, such as Chinese hospitals. The HGR Regulation prohibits foreign parties from independently sampling or biobanking any China HGR in China and requires approval for the sampling of certain HGR and biobanking of all HGR by Chinese parties. Any cross-border transfer of the HGR materials, either under an international collaboration or as a direct export, must be on an as-needed basis and requires approval. In addition, providing HGR data to foreign parties requires a record filing.

Another significant change is the HGR Regulation replaced the advance approval requirement with a record-filing procedure for international collaborations on clinical trials intended to support marketing approval of drugs in China that do not transfer HGR materials abroad, while the advance approval requirement still applies if such trials involve export of HGR materials or the collection, testing, analysis or disposals of HGR samples during the trials are not solely conducted at the clinical trial sites. Companies conducting global clinical trials may benefit little from this record filing procedure because those trials would often require cross-border transfer of HGR materials and the advance approval requirement would still apply.

The HGR Regulation retains the provision in the Interim Measures for the Administration of Human Genetic Resources issued in 1998 (the "Interim Measures") that parties should jointly apply for and own the patent rights arising from the results generated from international collaborations that utilize China HGR. Subject to approval, the parties may contractually agree on how to dispose of their patent rights and non-patent proprietary rights arising from the collaboration. As the joint ownership requirement is rather broad, it is unclear how this requirement will be implemented in practice.

The HGR Regulation also significantly increases and expands penalties for various violations, including warnings, disgorgement of illegal gains, confiscation of illegal HGR, fines up to RMB10 million ($1,450,000) or 5-10 times of illegal gains in the event such illegal gains exceed RMB1 million ($145,000), and temporary (1-5 years) or permanent debarment of companies, institutions and responsible persons from future HGR projects regulated by the HGR Regulation.

We expect that HGR-related activities will receive greater attention and focus from regulators going forward.

Trial Exemptions and Acceptance of Foreign Data

The NMPA may be flexible on the requirements of trials and data generated in China, depending on the drug and the existing data. The NMPA has granted waivers for all or part of trials, and has stated that it will accept data generated abroad (even if not part of a global study), including early phase data, that meets its requirements. In 2018, the NMPA issued the Technical Guidance Principles on Accepting Foreign Drug Clinical Trial Data (the “Guidance Principles”), as one of the implementing rules for the Opinions on Deepening the Reform of the Evaluation and Approval Systems and Encouraging Innovation on Drugs and Medical Devices (the “Innovation Opinion”). According to the Guidance Principles, data from foreign clinical trials must meet authenticity, completeness and accuracy requirements and such data must be obtained in compliance with the relevant requirements under the GCP of the International Conference on Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use (the ICH). Use. Sponsors must be attentive to potentially meaningful ethnic differences in the subject population.

The NMPA now permits, and its predecessor agencies have permitted on a case-by-case basis in the past, drugs approved outside of China to be approved in China on a conditional basis without the need for pre-approval clinical trials in China. Specifically, in 2018, the NMPA established a program permitting drugs that have been approved within the last ten years in the United States, EU or Japan to be approved in China without local clinical trials if they (1) prevent or treat orphan diseases, (2) prevent or treat serious life-

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threatening illnesses for which there is either no effective therapy in China, or for which the foreign-approved drug would have clear clinical advantages. Applicants for such conditional approvals will be required to establish a risk mitigation plan and may be required to complete trials in China after the drug is approved. The CDE has developed a list of drugs that meet these criteria.

Clinical Trial Process and Good Clinical Practices

As in other parts of the world, clinical trials in China typically have three phases. Phase 1 refers to the initial clinical pharmacology and human safety evaluation studies. Phase 2 refers to the preliminary evaluation of a drug candidate's therapeutic efficacy and safety for target indication(s) in patients. Phase 3 (often the pivotal study) refers to clinical trials to further verify the drug candidate's therapeutic efficacy and safety on patients with target indication(s) and ultimately provide sufficient evidence for the review of a drug registration application. The NMPA requires that the different phases of clinical trials in China receive ethics committee approval and comply with GCP. The NMPA conducts inspections on clinical trials conducted in China to assess GCP compliance and may refuse to approve the drug if it finds substantial issues in the trials. In addition, upon granting the drug registration certificate, NMPA may, at its sole discretion, require a Phase 4 trial to be conducted by MAH within a specified period of time so as to further monitor and obtain safety and efficacy data of the drug.

Generic small molecule drugs are required to conduct a bioequivalence trial, in vitro studies or in some cases a clinical trial to demonstrate therapeutic equivalence to an innovator drug marketed either in China or abroad or an internationally accepted generic drug. The NMPA has released catalogues of reference products, and it released first installment of a Marketed Drug List (China's "Orange Book") with information about drugs that may serve as reference products.

Pursuant to GCP, sponsors of clinical trials are responsible for proper packaging and labeling of drugs used for clinical trials, and in double-blinded clinical trials, the investigational drugs shall be consistent with the control drug or placebo in appearance, odor, packaging, labeling, and certain other features. Pharmaceutical packaging must comply with national and professional standards. If there is no national or professional standard available, companies may formulate and implement its own standards after obtaining the approval of the provincial administration for medical products or bureau of standards. Changes in such approved packaging standards need to be re-approved. Drugs of which the packaging standards are not approved shall not be released or marketed in China, except for those specifically supplied to the military.

New Drug Application (NDA) and Approval

Upon completion of clinical trials, a sponsor may submit clinical trial data to support marketing approval for the drug.

For domestically manufactured drugs, NDA sponsors must submit data derived from the submitted drugs in support of their approval. Under the rDAL, upon approval of the registration application, the NMPA will issue a drug registration certificate to the applicant which is in fact the marketing approval of the drug, and the applicant is no longer required to be equipped with relevant manufacturing capability.

Manufacturing and Distribution

All facilities that manufacture drugs in China must receive a drug manufacturing license with an appropriate "scope of manufacturing" from the local drug regulatory authority. This license must be renewed every five years, and the manufacturing facility is also required to be in compliance with GMP.

Similarly, to conduct sales, importation, shipping and storage, a company must obtain a Drug Distribution License (DDL) ("DDL") from the local drug regulatory authority, subject to renewal every five years. As with GMPs, companies are required to be in compliance with GSP. One exception is that the rDAL and relevant implementation rules allow the MAH to conduct wholesales of its drugs directly without holding a separate DDL for wholesale, however, a retail DDL would still be required if the MHA intends to conduct direct retail to patients.

China has developed a "Two-Invoice System" to control distribution of prescription drugs. The "Two-Invoice System" generally requires that no more than two invoices may be issued throughout the distribution chain, with one from the manufacturer to a distributor and another from the distributor to the end-user hospital. This excludes the sale of products invoiced from the manufacturer to its wholly owned or controlled distributors, or for imported drugs, to their exclusive distributor, or from a distributor to its wholly owned or controlled subsidiary (or between the wholly owned or controlled subsidiaries). However, the system still significantly limits the options for companies to use multiple distributors to reach a larger geographic area in China. Compliance with the Two-Invoice System is a prerequisite for pharmaceutical companies to participate in procurement processes with public hospitals, which currently provide most of China's healthcare. Manufacturers and distributors that fail to implement the Two-Invoice System may lose their qualifications to participate in the bidding process. Non-compliant manufacturers may also be blacklisted from engaging in drug sales to public hospitals in a locality.

Post-Marketing Surveillance

Under the rDAL, the MAH of a drug is ultimately responsible for pharmacovigilance, including quality assurance, adverse reaction reporting and monitoring, and product recalls. Distributors and user entities (e.g., hospitals) are also required to report, in their respective roles, adverse reactions of the products they sell or use, and assist the MAH with any product recalls. An

MAH for a drug that is currently under the new drug monitoring period has to report all adverse drug reactions (as opposed to just serious adverse reactions) for that period.

Advertising and Promotion of Pharmaceutical Products

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China has a strict regime for the advertising of approved medicines. No unapproved medicines may be advertised. The definition of an advertisement is very broad, and does not expressly exclude scientific exchange. It can be any media that directly or indirectly introduces the product to end users. There is no clear line between advertising and any other type of promotion.

An enterprise seeking to advertise a prescription drug may do so only in medical journals jointly approved by NMPA and the NHC, and each advertisement requires approval from a local drug regulatory authority. The content of an approved advertisement may not be altered without filing a new application for approval.

Prescription drug advertisements are subject to strict content restrictions, which prohibit recommendations by doctors and hospitals and guarantees of effectiveness. Advertising that includes content that is outside of the drug's approval documentation (off-label content) is prohibited. False advertising can result in civil suits from end users and administrative liability, including fines. In addition to advertisements, non-promotional websites that convey information about a drug must go through a separate approval process by a local drug regulatory authority.

Regulatory Intellectual Property Protections

The amendments to the PRC Patent Law (the "Amended PRC Patent Law") became effective on June 1, 2021. The Amended PRC Patent Law contains both patent term extension and a mechanism for early resolution of patent disputes, which may be comparable to patent linkage in the United States. However, the provisions for patent term extension are unclear and/or remain subject to the approval of implementing regulations that are still in draft form or have not yet been proposed, leading to uncertainty about its scope and implementation.

Non-Patent Exclusivities

Regulatory Data Protection

The Innovation Opinion provided a foundation to improve and implement a system for regulatory data protection to protect innovative drugs. This protection will be available for undisclosed clinical trial data of drugs falling into the following categories: innovative drugs, innovative therapeutic biologics, drugs that treat orphan diseases, pediatric drugs, and drugs for which there has been a successful patent challenge. In the Trade Agreement, China has committed to providing for effective protection of undisclosed clinical trial or other data submitted as a condition of marketing approval.

The NMPA has published draft regulations for public comment that would set regulatory data protection for innovative small molecule drugs at six years and for innovative therapeutic biologics at 12 years; pediatric and orphan drugs would receive six years to run concurrently from their approval dates. Full terms of protection would require reliance on local trials or sites of multi-center trials in China and simultaneous submissions of marketing applications in China and other countries. Submissions in China that are up to six years later than those abroad would result in the term being reduced to 1-5 years. Submissions over six years later in China may not receive protection.

The proposed regulations also call for a reduction in exclusivity if the marketing application is filed in China based solely on overseas clinical data with no Chinese subjects (75% reduction) or based on supplemental "China clinical trial data" (50% reduction). Information about the exclusivity term will be included in a Marketed Drug List (similar to the Orange Book in the US) at the time of approval. Some mechanics of these proposed rules are not yet clear, and it is not certain when the proposed rules will be finalized.

Patent-Related Protections

Patent Linkage

The Amended PRC Patent Law provides a cause of action to allow a patent holder to initiate a declarative action during the regulatory review process of a drug to determine whether the drug falls within the patent scope, which may be comparable to the patent linkage system in the United States. The system requires that the NMPA continue to review the potentially infringing follow-on application during any lawsuit by the innovator. However, the NMPA may not approve the follow-on application pending resolution of the patent litigation in favor of the follow-on application or for a specified period of time, whichever is shorter.

Patent Term Extension

The Amended PRC Patent Law provides patent term extension, similar to the United States, for the patent term lost during the regulatory review process of a new drug upon the patent holder's request. The extended term shall not exceed five years, and the total patent term after market entry of the new drug shall not exceed 14 years. However, the provisions for patent term extension are unclear and/or remain subject to the approval of implementing regulations that are still in draft form, leading to uncertainty about the scope of implementation.

Reimbursement and Pricing

China's national medical insurance program currently consists of two fundamental sub-programs: (1) the basic medical insurance program for urban employees, under which urban employers are required to enroll their employees in the program and the insurance premium is jointly contributed by the employers and employees; and (2) the basic medical insurance program for urban and rural residents, which allows urban and rural residents who do not have employers to voluntarily participate in the basic medical insurance program and the insurance premium is jointly contributed by the participants and the government. Participants of the national medical insurance program and their employers, if any, are required to contribute to the payment of insurance premiums on a monthly basis. Program participants are eligible for full or partial reimbursement of the cost of medicines included in the National Reimbursement Drug List (the NRDL). NRDL. A pharmaceutical product listed in the NRDL must be clinically needed, safe, effective, reasonably priced, easy to use, and available in sufficient quantity.

Factors that affect the inclusion of a pharmaceutical product in the NRDL include whether the product is used in large volumes and commonly prescribed for clinical use in the PRC and whether it is considered to be important in meeting the basic healthcare needs of the general public. Since 2016, special consideration has been given to, among others, innovative drugs with high clinical value and drugs for serious diseases. In addition, the government has also been negotiating with manufacturers of expensive exclusive drugs with high clinical demands and proven effectiveness for price cuts in exchange for inclusion into the NRDL. The version of the NRDL released in 2021 2023 covers approximately 2,800 3,000 drugs in total, including 221 147 drugs for which the prices were determined through negotiations between the drug companies and government. China has been pursuing a policy of expediting the addition of innovative oncology drugs to this list. REVLIMID® has been included in the NRDL since 2017. VIDAZA® has been included in the

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NRDL since 2018. BRUKINSA®(zanubrutinib), tislelizumab, and XGEVA® (120-mg denosumab) have been included in the NRDL in March since 2021. PARP inhibitor pamiparib has been included in the NRDL since 2022. KYPROLIS was included for the first time in 2021, the NRDL in January 2023, which became effective as of January 1, 2022 will take effect on March 1, 2023.

Government Price Controls

China has abolished its previous government-led pricing system for drugs, and lifted the maximum retail price for most drugs, including drugs reimbursed by government medical insurance funds, patented drugs, and some other drugs. The government now regulates prices mainly by establishing a consolidated procurement mechanism, restructuring medical insurance reimbursement standards and strengthening regulation of medical and pricing practices, as discussed below.

Centralized Procurement and Tenders

Under current regulations, public medical institutions owned by the government or owned by state-owned or controlled enterprises are required to purchase pharmaceutical products through centralized online procurement processes. There are exceptions for drugs on the National List of Essential Drugs, which must comply with their own procurement rules, and for certain drugs subject to the central government's special control, such as toxic, radioactive and narcotic drugs, and traditional Chinese medicines.

The centralized procurement process takes the form of public tenders that are typically conducted once every year by provincial or municipal-level government agencies. The bids are assessed by a committee randomly selected from a database of experts. The committee members assess the bids based on a number of factors, including bid price, product quality, clinical effectiveness, product safety, level of technology, the manufacturer's qualifications and reputation, after-sale services and innovation.

Over the last decade, the government has employed various methods to improve the affordability of drugs. In 2009, the central government announced a campaign to implement a “zero markup” policy on essential drugs among basic healthcare institutions, which has been fully implemented nationwide. In addition, some local governments have begun to allow medical institutions to collectively negotiate with manufacturers for a second price to further lower the already agreed bid price. The Two-Invoice System, described above, is also designed to reduce price mark-ups brought about by multi-tier distribution chains.

In 2019, the government approved a volume-based, centralized drug procurement program in an effort to deepen the reform of the medical and health sector and optimize the pricing of drugs. Drugs are selected from generic brands for volume-based, centralized drug procurement. The selected drugs must pass the equivalence evaluation on quality and efficacy. The program is aimed at further lowering drug costs for patients, reducing transaction costs for enterprises, regulating drug use by institutions, and improving the centralized drug procurement and pricing system. All approved enterprises that produce drugs on the procurement list in China may participate. Clinical effects, adverse reactions, and batch stability of the drugs will be considered, and their consistency will be the main criteria for evaluation, while production capacity and stability of the supplier will also be considered.

Other PRC National and Provincial Laws and Regulations

Pharmaceutical companies operating in China are subject to changing regulations under many other laws and regulations administered by governmental authorities at the national, provincial and municipal levels, some of which are or may become applicable to our business. For example, regulations control the confidentiality of patient medical information and the circumstances under which patient medical information may be released for inclusion in our information systems or released by us to third parties. The privacy of human subjects in clinical trials is also protected under regulations. For example, clinical trial case report forms must avoid disclosing names of human subjects.

These laws and regulations governing both the disclosure and the use of confidential patient medical information may become more restrictive in the future, including restrictions on transfer of healthcare data. The Cybersecurity Law that took effect in 2017 designates healthcare as a priority area that is part of critical information infrastructure, and China’s cyberspace administration is working to finalize a draft rule on cross-border transfer of personal information.

PRC Regulation of Foreign Investment

The Foreign Investment Law of the PRC (the “Foreign Investment Law”) and its implementing rules (the “Implementing Rules”) took effect in 2020 and replaced previous laws and regulations governing foreign investment in China. The Foreign Investment Law and Implementing Rules establish a basic framework for access to, and the promotion and administration of foreign investments in China. They reflected China’s legislative efforts to rationalize China’s foreign investment regulatory regime in line with prevailing international practice and to unify legal requirements for both foreign and domestic investments. The Implementing Rules further clarified that China would encourage and promote foreign investment, protect the lawful rights and interests of foreign investors, and continue to improve the foreign investment environment in China.

The Foreign Investment Law establishes a pre-entry national treatment and negative list system for the administration of foreign investments. “Pre-entry national treatment” means that the treatment afforded to foreign investors at the market access stage shall be no less favorable than that afforded to domestic investors. “Negative list” refers to the special administrative measures for foreign investors' access to specific fields or industries. Foreign investments outside of the negative list will be granted national treatment. Foreign investors shall not invest in the prohibited fields as specified in the negative list, and foreign investors who invest in the restricted fields shall comply with certain special requirements including the shareholding percentage and citizenship of senior executives. The current industry entry clearance requirements governing foreign investment activities in the PRC are set out in two categories, namely the Special Entry Management Measures for the Access of Foreign Investment (Negative List) (2021 (2022 version), and the Encouraged Industry Catalogue for Foreign Investment (2020 (2022 version) (the “2020 “2022 Encouraged Industry Catalogue”). Industries not listed in these two categories are

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generally deemed “permitted” for foreign investments unless specifically restricted by other applicable PRC laws or regulations. Pursuant to the 2020 2022 Encouraged Industry Catalogue, the research, development and manufacture of innovative oncology drugs and certain other types of pharmaceutical products belongs to the encouraged industries for foreign investment.

Regulations Relating to Product Liability

Under a law which took effect in 2021, a defective product which causes property damage or physical injury to any person may subject the manufacturer or vendor of such product to civil liability for such damage or injury. Additionally, China's Product Quality Law, first adopted in 1993 and amended in 2018, governs the supervision and administration of product quality, aiming to protect the rights end-users and consumers. According to the Product Quality Law, manufacturers is liable for the quality of products produced by them, and sellers are required take measures to ensure the quality of the products sold by them. A manufacturer is liable for compensating for any bodily injury or property damage resulting from product defects unless the manufacturer is able to prove that: (1) the product was not distributed; (2) the defects causing injury or damage did not exist at the time that the product was distributed; or (3) science and technology at the time that the product was distributed was at a level incapable of detecting the defects. A seller is liable for compensating for any bodily injury or property damage of others caused by the defects in the product if such defects are attributable to the seller. A seller is required to pay compensation if it fails to indicate either the manufacturer or the supplier of the defective product. A person who is injured or whose property is damaged by the defects in the product may claim compensation from the manufacturer or the seller.

Regulations Relating to Commercial Bribery

Pharmaceutical companies involved in a criminal investigation or administrative proceeding related to bribery are listed in the Adverse Records of Commercial Briberies by the provincial health commissions. If a pharmaceutical company or its agent is listed, public medical institutions located in the local provincial level region are prohibited from making any purchase from the company for two years. Where a pharmaceutical company or its agent is listed in the adverse records on two or more occasions within five years, all public medical institutions in China are not permitted to purchase any products from that company for two years.

Regulations Relating to Foreign Exchange

The Foreign Exchange Administration Regulations are the principal regulations governing foreign currency exchange in China. Under the PRC foreign exchange regulations, payments of current account items, such as profit distributions and trade and service-related foreign exchange transactions, may be made in foreign currencies without prior approval from the State Administration of Foreign Exchange (SAFE) ("SAFE") by complying with certain procedural requirements. In contrast, approval from or registration with appropriate government authorities or designated banks is required when RMB is to be converted into a foreign currency and remitted out of China to pay capital expenses such as the repayment of foreign currency-denominated loans.

Under current regulations, the capital of a foreign-invested enterprise and capital in RMB obtained by the foreign-invested enterprise from foreign exchange settlement must not be used for the following purposes: directly or indirectly for payment beyond the business scope of the enterprises or the payment prohibited by relevant laws and regulations; directly or indirectly for investment in securities, unless otherwise provided by relevant laws and regulations; extending loans to non-related parties, unless permitted by the scope of business; or paying expenses related to the purchase of real estate that is not for self-use, except for real estate enterprises.

In 2017, new regulations were adopted which, among other things, relax the restrictions on foreign exchange inflow to further enhance trade and investment facilitation and tighten genuineness and compliance verification of cross-border transactions and cross-border capital flows.

In 2019, SAFE issued the Circular of the State Administration of Foreign Exchange on Further Promoting the Facilitation of Cross-border Trade and Investment (Circular 28) ("Circular 28"). Circular 28 allows non-investment foreign-invested enterprises to use their capital funds to make equity investments in China, provided that such investments do not violate the effective Special Entry Management Measures for the Access of Foreign Investment (Negative List) and the target investment projects are genuine and in compliance with laws. The interpretation and implementation of Circular 28 in practice are subject to substantial uncertainty.

Regulations Relating to Dividend Distributions

Foreign-invested companies may pay dividends only out of their accumulated profit, if any, as determined in accordance with PRC accounting standards and regulations. Both PRC domestic companies and foreign invested PRC companies are required to allocate at least 10% of their respective accumulated after-tax profits each year, if any, to fund certain capital reserve funds until the aggregate amount of these reserve funds have reached 50% of the registered capital of the companies. A PRC company is not permitted to distribute any profits until any losses from prior fiscal years have been offset. Profits retained from prior fiscal years may be distributed together with distributable profits from the current fiscal year.

Labor Laws and Social Insurance

Under Chinese law, employers must execute written labor contracts with their full-time employees and must comply with local minimum wage standards. Employers must establish a comprehensive management system to protect the rights of their employees, including a system governing occupational health and safety, and to truthfully inform prospective employees of the job description, working conditions, location, occupational hazards and status of safe production as well as remuneration and other conditions. Violations of these requirements may result in the imposition of fines and other administrative and criminal liability in the case of serious violations.

In addition, employers must provide employees with welfare schemes covering pension insurance, unemployment insurance, maternity insurance, work-related injury insurance, medical insurance and housing funds. These payments are made to local administrative authorities, and any employer who fails to contribute may be fined and ordered to pay the deficit amount within a stipulated time limit.

Regulations Relating to Overseas Listing

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On February 17, 2023, the CSRC released the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies, or the Overseas Listing Trial Measures, and five relevant guidelines, which will take effect from March 31, 2023, requiring Chinese domestic companies' overseas offerings and listings of equity securities be filed with the CSRC.

The Overseas Listing Trial Measures clarify the scope of overseas offerings and listings by Chinese domestic companies which are subject to the filing and reporting requirements thereunder, and provide, among others, that Chinese domestic companies that have already directly or indirectly offered and listed securities in overseas markets prior to the effectiveness of the Overseas Listing Trial Measures shall fulfil their filing obligations and report relevant information to the CSRC within three working days after conducting a follow-on offering of equity securities on the same overseas market, and follow the relevant reporting requirements within three working days upon the occurrence of any specified circumstances provided thereunder.

According to the Overseas Listing Trial Measures, if we were deemed as an indirect overseas listed Chinese domestic company but fail to complete the filing procedures with the CSRC for any of our follow-on offerings or follow any other reporting requirements required thereunder, we may be subject to penalties, sanctions and fines imposed by the CSRC and relevant departments of the State Council.

Rest of World Regulation

For other countries outside of the United States and the PRC, the requirements governing the conduct of clinical trials, drug licensing, pricing and reimbursement, and other matters impacting our business vary from country to country. In all cases, clinical trials must be conducted in accordance with GCP requirements, applicable regulatory requirements, and the ethical principles having their origin in the Declaration of Helsinki.

Status under Holding Foreign Companies Accountable Act

In December 2021, the SEC adopted rules (the "Final Rules") to implement the Holding Foreign Companies Accountable Act (the "HFCAA"). The HFCAA includes requirements for the SEC to identify issuers who file annual reports with audit reports issued by independent registered public accounting firms located in foreign jurisdictions that the Public Company Accounting Oversight Board ("PCAOB") is unable to inspect or investigate completely because of a position taken by a non-U.S. authority in the accounting firm's jurisdiction ("Commission-Identified Issuers"). The HFCAA also requires that, to the extent that the PCAOB has been unable to inspect an issuer's independent registered public accounting firm for three consecutive years since 2021, the SEC shall prohibit the issuer's securities registered in the United States from being traded on any national securities exchange or over-the-counter markets in the United States. In December 2022, the Accelerating Holding Foreign Companies Accountable Act amended the HFCAA to shorten the three-year period to two years.

Under the Final Rules, the SEC adopted submission and disclosure requirements by amending Form 10-K and other annual reporting forms and established procedures to identify issuers and prohibit the trading of the securities of certain registrants as required by the HFCAA. Specifically, the Final Rules require each Commission-Identified Issuer to submit documentation to the SEC annually on or before its annual report due date that establishes that it is not owned or controlled by a government entity in its public accounting firm's foreign jurisdiction and require additional specified disclosures by "foreign issuers" as defined in Rule 3b-4 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The SEC identifies an issuer as a Commission-Identified Issuer after the issuer files its annual report and on a rolling basis, and will impose an initial trading prohibition on an issuer as soon as practicable after it has been conclusively identified as a Commission-Identified Issuer for two consecutive years. To end an initial or subsequent trading prohibition, a Commission-Identified Issuer must certify that it has retained a registered public accounting firm that the PCAOB has determined it is able to inspect or investigate. To make that certification, the Commission-Identified Issuer must file financial statements that include an audit report signed by such a registered public accounting firm.

On March 30, 2022, as expected following its adoption of the Final Rules, the SEC added BeiGene, Ltd. to its conclusive list of issuers identified under the HFCAA, after being provisionally named as a Commission-Identified Issuer on March 8, 2022, following the filing of its annual report on Form 10-K with the SEC on February 28, 2022. Ernst & Young Hua Ming LLP, located in the PRC, served as our independent registered public accounting firm from 2014 to 2021, including for our annual report on Form 10-K for the year ended December 31, 2021. However, as our global business has expanded, we have built substantial organizational capabilities outside of the PRC and have evaluated, designed and implemented business processes and control changes. Therefore, on March 23, 2022, following a review process carried out by our audit committee, Ernst & Young Hua Ming LLP resigned as our independent registered public accounting firm for the audits of our financial statements and internal control over financial reporting to be filed with the SEC. On the same day, our audit committee approved the engagement of Ernst & Young LLP, located in Boston, Massachusetts, United States, as the Company's independent registered public accounting firm for the audits of our financial statements and internal control over financial reporting for the fiscal year ending December 31, 2022. No changes were made to the accounting firms who audit our financial statements filed with the Shanghai Stock Exchange and the Hong Kong Stock Exchange, which will remain Ernst & Young Hua Ming LLP, located in Beijing, PRC, and Ernst & Young, located in Hong Kong, PRC, respectively.

In August 2022, the PCAOB signed a Statement of Protocol with the CSRC and the Ministry of Finance of the People's Republic of China, taking the first step toward opening access for the PCAOB to inspect and investigate registered public accounting firms headquartered in mainland China and Hong Kong. PCAOB staff members conducted on-site inspections and investigations from September to November 2022, and in December 2022, the PCAOB announced that it has secured complete access to inspect and investigate registered public accounting firms headquartered in mainland China and Hong Kong and confirmed that until such time as the PCAOB issues any new determination, there are no Commission-Identified Issuers at risk of having their securities subject to a trading prohibition under the HFCAA.

Given that Ernst and Young LLP (United States) now serves as the principal accountant to audit our consolidated financial statements to be filed with the SEC, we believe we are compliant with the HFCAA, which should preclude a further finding by the SEC that we are a Commission-Identified Issuer and therefore the delisting of our American Depositary Shares from the NASDAQ Global Select Market. For a detailed description of risks related to our doing business in China and status under the HFCAA, see "Item 1A. Risk Factors - Risks Related to Our Doing Business in the PRC.".

Doing Business in the PRC

As a result of our operations in the PRC, the PRC government may exert influence over our operations at any time, which could result in a material change in our operations and/or the value of our ADSs, ordinary shares, or RMB Shares. For example, the PRC government has recently published new policies that significantly affected certain industries such as the education and internet industries, and we cannot rule out the possibility that it will in the future release regulations or policies regarding any industry that could adversely affect the business, financial condition and results of operations of our company.

Furthermore, the PRC government has also recently indicated an intent to exert more oversight and control over securities offerings and other capital markets activities that are conducted outside of China and over foreign investment in China-based companies. Any such action, once taken by the PRC government, could significantly limit or completely hinder our ability to offer or continue to offer securities to investors and cause the value of such securities to significantly decline or in extreme cases, become worthless. Recently, the PRC government initiated a series of regulatory actions and statements to regulate business operations in China, including enforcement actions against illegal activities in the

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securities market, enhancing supervision over China-based companies listed outside of China using the variable interest entity structure, adopting new measures to extend the scope of cybersecurity reviews, and expanding the efforts in anti-monopoly enforcement. For example, in July 2021, the relevant PRC government authorities made public the Opinions on Intensifying Crack-Down on Illegal Securities Activities (the "Securities Opinions") which emphasized the need to strengthen the administration over illegal securities activities and the supervision on overseas listings by China-based companies and proposed to take measures, such as promoting the construction of relevant regulatory systems to deal with the risks and incidents faced by China-based overseas-listed companies. In November 2021, the Cyberspace Administration of China (the "CAC") released the draft Administrative Regulations on Cyber Data Security for public comments, which requires, among others, that a prior cybersecurity review should be required for listing abroad of data processors which process over one million users' personal information, and the listing of data processors in Hong Kong which affects or may affect national security. On February 17, 2023, the CSRC released the Overseas Listing Trial Measures, and five relevant guidelines, which will take effect from March 31, 2023, requiring the Chinese domestic companies' overseas offerings and listings of equity securities be filed with the CSRC.

The Chinese government may further promulgate relevant laws, rules and regulations that may impose additional and significant obligations and liabilities on overseas listed PRC companies regarding data security, cross-border data flow, anti-monopoly and unfair competition, and compliance with China's securities laws. It is uncertain whether or how these new laws, rules and regulations and the interpretation and implementation thereof may affect us, but among other things, our ability to obtain external financing through the issuance of equity securities in the United States, Hong Kong or other markets could be negatively affected, and as a result, the trading prices of our ADSs, ordinary shares and RMB Shares could significantly decline or become worthless. For a detailed description of risks related to our doing business in China, please see the section of this Annual Report titled "Item 1A. Risk Factors—Risks Related to Our Doing Business in the PRC."

Flow of Funds with our PRC Operations

We are a holding company incorporated in the Cayman Islands with operations primarily conducted through subsidiaries in the United States, China, United Kingdom, Switzerland and Australia. The intercompany flow of funds within the organization is effected through capital contributions and intercompany loans. Since our formation in 2010, BeiGene, Ltd. has raised over $10.0 billion in various public and private stock offerings as of December 31, 2022. Of this amount, $1.9 billion and RMB 18.6

billion have been transferred as capital contributions to its operating subsidiaries; and $79 million and RMB 4.4 billion have been transferred as intercompany loans to its operating subsidiaries. BeiGene, Ltd., by itself or through its affiliates, is also the holder or licensee and developer of biopharmaceutical patents. Certain of these patents have been transferred to operating subsidiaries for further development and commercialization. BeiGene's wholly owned subsidiaries compensate each other for the intercompany provision of goods and services on an arm's length basis. As of December 31, 2022, BeiGene, Ltd. held $4.5 billion in cash, cash equivalents and short-term investments which are available for future investment in its programs and in our operating subsidiaries. To date, BeiGene, Ltd. has not received any dividends or distributions from its operating subsidiaries.

Further, our board of directors has adopted a dividend policy which provides that we currently intend to retain all available funds and earnings, if any, to fund the development and expansion of our business, and we do not anticipate paying any cash dividends in the foreseeable future. Subject to applicable law and our amended and restated articles of association, any future determination to pay dividends will be made at the discretion of our board of directors and may be based on a number of factors, including our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that our board of directors may deem relevant. This dividend policy reflects our board of directors' current views on our financial and cash flow position. We intend to continue to review our dividend policy from time to time, and there can be no assurance that dividends will be paid in any particular amount, if at all, for any given period.

We have never declared or paid any dividends on our ordinary shares or any other securities. If we pay dividends in the future, in order for us to distribute dividends to our shareholders and holders of ADSs, we may rely to some extent on dividends distributed by our PRC subsidiaries. PRC regulations may restrict the ability of our PRC subsidiaries to pay dividends to us, and such distributions will be subject to PRC withholding tax. In addition, PRC regulations currently permit payment of dividends of a PRC company only out of accumulated distributable after-tax profits, as determined in accordance with our articles of association and the accounting standards and regulations in the PRC.

We may rely on dividends and other distributions on equity paid by our PRC subsidiaries for our cash and financing requirements, including the funds necessary to pay dividends and other cash distributions to our shareholders or to service any debt we may incur. If any of our PRC subsidiaries incur debt on their own behalf in the future, the instruments governing the debt may restrict their ability to pay dividends or make other distributions to us. Under PRC laws and regulations, our PRC subsidiaries may pay dividends only out of their respective accumulated profits as determined in accordance with PRC accounting standards and regulations. In addition, a wholly foreign-owned enterprise is required to set aside at least 10% of its accumulated after-tax profits each year, if any, to fund a certain statutory reserve fund, until the aggregate amount of such fund reaches 50% of its registered capital. Such reserve funds cannot be distributed to us as dividends. At its discretion, a wholly foreign-owned enterprise may allocate a portion of its after-tax profits based on PRC accounting standards to an enterprise expansion fund, or a staff welfare and bonus fund. In addition, registered share capital and capital reserve accounts are also restricted from withdrawal in the PRC, up to the amount of net assets held in each operating subsidiary. As of December 31, 2022, these restricted assets totaled $3.5 billion.

Our PRC subsidiaries generate primarily all of their revenue in RMB, which is not freely convertible into other currencies. As a result, any restriction on currency exchange may limit the ability of our PRC subsidiaries to use their RMB revenues to pay dividends to us. However, conversion of RMB to other currencies are permitted for the purpose of dividends according to the PRC's regulations on Foreign Exchange Control.

Further, in response to the persistent capital outflow in the PRC and RMB's depreciation against the U.S. dollar in the fourth quarter of 2016, the People's Bank of China and the SAFE promulgated a series of capital control measures, including stricter vetting procedures for domestic companies to remit foreign currency for overseas investments, dividends payments and shareholder loan repayments. Such measures were relaxed in mid-2017 with the slowdown of the capital outflow and stabilizing of the RMB. However, the PRC government may revert to strengthen its capital controls, and more restrictions and substantial vetting process may be put forward by the SAFE for cross-border transactions falling under both the current account and the capital account. Any limitation on the ability of our PRC subsidiaries to pay dividends or make other kinds of payments to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends, or otherwise fund and conduct our business.

The PRC Enterprise Income Tax Law and its implementation rules provide that China-sourced income of foreign enterprises, such as dividends paid by a PRC subsidiary to its equity holders that are non-PRC resident enterprises, will normally be subject to PRC withholding tax at a rate of 10%, unless any such foreign investor's jurisdiction of incorporation has a tax treaty with China that provides for a reduced withholding rate arrangement and such non-PRC resident enterprises constitute the beneficiary of such income.

Pursuant to an arrangement between Mainland China and the Hong Kong Special Administrative Region and relevant tax regulations of the PRC, subject to certain conditions, a reduced withholding tax rate of 5% will be available for dividends from

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PRC entities provided that the recipient can demonstrate it is a Hong Kong tax resident and it is the beneficial owner of the dividends. The government adopted regulations in 2018 which stipulate that in determining whether a non-resident enterprise has the status as a beneficial owner, comprehensive analysis shall be conducted based on the factors listed therein and the actual circumstances of the specific case shall be taken into consideration. Specifically, it expressly excludes an agent or a designated payee from being considered as a "beneficial owner." We own the PRC subsidiaries through BeiGene HK. BeiGene HK currently does not hold a Hong Kong tax resident certificate from the Inland Revenue Department of Hong Kong, and there is no assurance that the reduced withholding tax rate will be available.

Permissions Required from the PRC Authorities for Our Operations

We conduct our business in the PRC through our PRC subsidiaries. Our operations in the PRC are governed by PRC laws and regulations. As of the date of this annual report, our PRC subsidiaries have obtained all requisite licenses and permits from the PRC government authorities that are material for their business operations in the PRC, including, among others, business licenses issued by local counterparts of the SAMR, drug manufacturing licenses, drug trade license, CTAs, drug registration certificates, licenses for use of experimental animals, pollutant discharge licenses and permits for urban sewage discharge into drainage pipe network. No material permissions have been denied to us by relevant government authorities in China. As of the date of this annual report, we do not operate our businesses in China or elsewhere through variable interest entities, or VIEs, and therefore are not subject to risks associated with contractual arrangements with VIEs. As of the date of this annual report, we have not received any inquiry, notice, warning, or sanctions regarding our business operations and corporate structure from the CSRC, CAC or any other PRC governmental agency that would have a material impact on our business, results of operations or financial condition. However, given the uncertainties of interpretation and implementation of relevant laws and regulations and the enforcement practice by government authorities, we cannot assure you that we have obtained all the permits or licenses required for conducting our business in the PRC. If (i) we have inadvertently concluded that such permissions, approvals, licenses or permits have been acquired or are not required, or (ii) applicable laws, regulations, or interpretations change and we are required to obtain such permissions, approvals, licenses or permits in the future, then we may have to expend time and costs to procure them. If we are unable to do so on commercially reasonable terms or in a timely manner, it could cause significant disruption to our business operations and damage our reputation, which would in turn have a material adverse effect on our business, results of operations and financial condition.

In connection with our previous issuance of securities to foreign investors in stock markets outside the PRC, under current PRC laws, regulations and regulatory rules, as of the date of this annual report, we and our PRC subsidiaries, (i) are not required to obtain permissions from the CSRC, (ii) are not required to go through cybersecurity review by the Cyberspace Administration of China, or the CAC, and (iii) have not received or were denied such requisite permissions by any PRC authority. On February 17, 2023, the CSRC released the Overseas Listing Trial Measures and five relevant guidelines, which will take effect from March 31, 2023. The Overseas Listing Trial Measures require the Chinese domestic companies' overseas offerings and listings of equity shares, depositary receipts, convertible bonds, preferred shares or other equity securities be filed with the CSRC. See "Item 1. Business – Government Regulation – PRC Regulation – Regulations Relating to Overseas Listing". If we were deemed as an indirect overseas listed Chinese domestic company subject to the filing requirements under the Overseas Listing Trial Measures, our offering of equity securities on the NASDAQ Global Select Market or Hong Kong Stock Exchange in the future would be required to be filed with the CSRC within three working days after the offering is completed.

As of the date of this annual report, we have not received any inquiry, notice, warning or sanction regarding obtaining approval, completing filing or other procedures in connection with offering our equity securities in overseas stock markets from the CSRC or any other PRC governmental or regulatory authorities that have jurisdiction over our operations. However, there remains significant uncertainty as to the interpretation and implementation of regulatory requirements related to overseas securities offerings and other capital markets activities, including the Overseas Listing Trial Measures. If it is determined that filing or other procedure with the CSRC or any other regulatory authority is required for issuing our equity securities in overseas stock markets, it is uncertain whether we will be able to and how long it would take for us to complete the filing despite our efforts. If we, for any reason, are unable to complete, or experience significant delays in completing the requisite filing or other procedure(s), we may face sanctions by the CSRC or other Chinese regulatory authorities as applicable. These regulatory authorities may impose fines and penalties on our operations in the PRC, limit our ability to pay dividends outside of China, limit our operations in the PRC, delay or restrict the repatriation of funds into the PRC or take other actions that could have a material adverse effect on our business, financial condition, results of operations and prospects, as well as the trading price of our ADSs, ordinary shares and RMB Shares.

Cash Management Policies and Procedures

Under our Capitalization and Financing Policy, the frequency and amount of intercompany transfers of funds is determined based on the working capital needs of our subsidiaries and intercompany transactions, and is subject to internal approval processes and funding arrangements. Our management reviews and monitors our cash flow forecast and working capital needs of our subsidiaries on a regular basis. In addition, capital contributions and intercompany loan arrangements are subject to local jurisdiction and banking regulations. In this regard, we have not faced difficulties or limitations in our ability to transfer cash between subsidiaries in any of our operating jurisdictions.

During the normal course of our business, cash is transferred between our subsidiaries via wire transfer to and from bank accounts to pay certain business expenses. Cash is maintained by BeiGene, Ltd. in its bank account and transferred to its subsidiaries when necessary to strengthen our business capabilities, such as paying for new office development, or marketing expenses. In addition, cash may be used by BeiGene, Ltd. to meet corporate expenses such as audit fees, attorneys' fees, stock exchange listing fees, IR/PR expenses, research and development costs and corporate administrative support expenses.

Cash is transferred between subsidiaries in the form of capital contributions or through intercompany advances or loans, as follows:

- Cash may be transferred between BeiGene HK and its operating subsidiaries in mainland China through intercompany loans and capital contributions, and there are currently no restrictions on transferring funds between BeiGene HK and its subsidiaries in mainland China. Cash generated from BeiGene HK is used to fund operations of its subsidiaries, and no funds were transferred from BeiGene HK's subsidiaries in mainland China to fund operations of other BeiGene subsidiaries outside of mainland China for the year ended on December 31, 2021 and December 31, 2022. For the year ended December 31, 2021 and December 31, 2022, the amount of cash transferred between BeiGene HK and its subsidiaries in mainland China was $44 million and $351 million, respectively.

- Cash may be transferred between BeiGene UK and/or BeiGene Switzerland and their respective operating subsidiaries through intercompany fund advances and capital contributions. There are currently no restrictions on transferring funds between BeiGene UK or BeiGene Switzerland and their respective operating subsidiaries. Cash generated from BeiGene UK and BeiGene Switzerland are used to fund operations of their respective subsidiaries, and no funds were transferred from BeiGene UK's subsidiaries or from BeiGene Switzerland's subsidiaries to fund operations of other BeiGene subsidiaries (such as BeiGene HK and its subsidiaries in mainland China) for the year ended on December 31, 2021 and December 31, 2022. For the year ended December 31, 2021 and December 31, 2022, the amount of cash transferred between

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BeiGene UK to its respective subsidiaries was $2 million and $4 million, respectively. For the years ended December 31, 2021 and December 31, 2022, the amount of cash transferred between BeiGene Switzerland to its respective subsidiaries was $25 million and $65 million, respectively.

Human Capital Resources

We are committed to attracting and retaining exceptional, passionate people to work with a clear purpose: creating impactful, affordable and accessible medicines to help more patients around the world to live better. To this end, we support a team-oriented culture based on excellence that allows all colleagues to feel valued and challenged. We provide opportunities for employees to grow and develop in their careers, supported by competitive compensation, benefits and health and wellness programs, and by programs that build connections among our employees worldwide.

We believe that the success of our business is fundamentally connected to the well-being of our employees. Accordingly, we are committed to their health, safety and wellness. We offer our employees and their families innovative, flexible and convenient health and wellness programs, including benefits that confer peace of mind around events that may require time away from work or impact their financial well-being; that support their physical and mental health with tools and resources to help them improve or maintain their health status and encourage healthy behaviors; and that offer choice where possible so they can customize benefits to meet their needs and the needs of their families.

In order to support our employees during the COVID-19 pandemic, we implemented significant changes that we determined were in the best interest of our employees, as well as the communities in which we operate, and which comply with government regulations. This included initiating a number of mental-health programs and offering supplemental resources that are available to all of our employees, having our employees work from home and implementing additional safety measures for employees continuing critical work at our offices or in the field, as well as encouraging employees to adhere to preventative measures recommended by the World Health Organization, U.S. Centers for Disease Control and Prevention, and similar public health authorities.

Our worldwide teams are united by a common mission. We are committed to encouraging a culture of open communication where employees can ask questions, raise concerns and contribute creative solutions. Our management team routinely makes themselves available to all employees, including in regular town hall events that encourage open dialogue. Fostering a culture of accountability and compliance is also central to our human resource management. All of our employees complete trainings on applicable corporate policies including our global Code of Conduct; Harassment, Discrimination, and Retaliation Policy; Conflicts of Interest Policy; Insider Trading Policy; and Anti-Corruption Policy.

We strive to provide competitive compensation and benefits programs to help meet the needs of our employees. In addition to base salaries, these programs include potential annual discretionary bonuses, equity awards, a 401(k) plan in the United States and pension plans in other jurisdictions, healthcare and insurance benefits, health savings and flexible spending accounts, paid time off, family leave, and flexible work schedules, among others. In addition to our broad-based equity award programs, we have used targeted equity-based grants with vesting conditions to facilitate retention of personnel. In addition to compensation and benefits, we provide our employees opportunities for growth through challenging job assignments, performance management and training opportunities. We seek to remain competitive in our compensation and benefits by routinely benchmarking against industry peers.

As part of our mission to create the innovative medicines to serve the patients, we continue to advance our environmental, social and governance (ESG) ("ESG") efforts, including enhancing the diversity and inclusiveness of our workplace. We believe that diversity of backgrounds and ideas inspires creativity and helps us create the innovative medicines patients need. We appreciate one another's differences and strengths, and are proud to be an equal opportunity employer. BeiGene does not discriminate on the basis of race, religion, color, sex, gender identity, sexual orientation, age, non-disqualifying physical or mental disability, national origin, veteran status or any other basis covered by applicable law. All employment is decided on the basis of qualifications, merit, and business need. Further, we have policies in place that prohibit harassment of all kinds. We maintain an inclusive culture where all voices are welcomed, heard, and respected.

As of January 31, 2022 January 31, 2023, we had approximately 8,200 9,200 full-time employees worldwide, with approximately 1,200 1,300 employees in the United States and approximately 7,000 7,900 employees outside of the United States. We have also engaged and may continue to engage independent contractors to assist us with our operations. None of our employees are represented by a labor union or covered by a collective bargaining agreement, except as required by local laws such as in some European countries. We have never experienced any employment-related work stoppages, we also track voluntary and involuntary turnover rates and we consider our relations with our employees to be good.

Environmental, Social and Governance (ESG) Strategy

BeiGene's mission is to expand access to high-quality, affordable medicines to billions more people globally. We are driven to deliver affordable medicines to all and create a more equitable and sustainable world for our patients, employees, and our communities. In 2021, 2022, we formalized announced our ESG function, led by a new Senior Director, Global Reputation and ESG Lead who has led the development of a new global ESG strategy, *Change Is the Cure*, which guides our efforts across five focus areas: advancing global health, empowering people, innovating sustainably, supporting communities, and framework which will be announced in our 2021 ESG Report, published in late April 2022. We expect to use this new framework to guide the development of goals and targets for our most material issues, and it will center around five key focus areas that are designed to speak to the needs of our diverse stakeholders. operating responsibly. Within each focus area, we have identified two strategic priorities against which we will have set concrete targets. We will report our progress against these targets and report announce new goals in our progress. 2022 ESG Report which will be published in late April 2023.

While we are at the start of our ESG journey, we are proud of the progress we have made to date. We joined the United Nations Global Compact in 2022 and have conducted aligned our first global greenhouse gas inventory for scopes 1 and 2 emissions and plan to announce efforts with UN Sustainable Development Goals. In 2022, we announced new measures to understand and further mitigate our climate impacts impacts. We will share progress on those measures and announce new targets in 2022. our 2022 ESG Report.

We have implemented know that access to oncology treatments lags in many parts of the world, particularly in low-income countries. To help close this health equity gap, BeiGene became a new Supplier Code founding member of Conduct the Union for International Cancer Control's Access to Oncology Medicines Coalition which outlines our expectations related focuses on improving access to good governance, labor practices, environment, health innovative medicines in lower-income countries and safety (EHS), and transparency. In 2021, we refined our company values supporting them in developing the capacity to four that encapsulate what it means to be a part of BeiGene. These values are: Patients First; Collaborative Spirit; Bold Ingenuity; and Driving Excellence. provide proper treatment for patients.

We believe that our people are critical to our success and, as a global company, we know that sharing diverse ideas and perspectives spurs greater innovation and enhances our ability to deliver results. Our culture celebrates and encourages the voices of all our employees and promotes a respectful, collaborative environment. In 2020, we formed the Inclusion, Diversity, Equity, and Awareness (IDEA) ("IDEA") Council to provide a forum for U.S. employees to explore issues of diversity, equity, inclusion, and belonging. In 2021, we hired a Vice President to lead diversity, equity, and inclusion (DEI) and will expand Introduced first in the U.S., the IDEA Council to have representation beyond the U.S. is now

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global, with members in geographies including Canada, Europe, China, and Australia. In 2022, we completed a three-year diversity, equity, inclusion and belonging strategy. Details will be shared in our 2022 ESG Report.

In addition to directly supporting patients through the delivery of cutting-edge therapies, we strive to support our communities through research, education, and sponsorships. We support patient advocacy organizations, charitable foundations, and hospitals through cash and in-kind donations.

More details about our ESG strategy, goals and progress to date will be available in our 2021 2022 ESG Report, which will be developed with reference to the Global Reporting Initiative Standards and published in late April 2022. 2023. Our previous ESG Reports can be found online at: https://hkexir.beigene.com/governance/esg-report/**.**

Financial Information

The financial information required under this Item 1 is incorporated herein by reference to the section of this Annual Report titled "Part II-Item 8-Financial Statements and Supplementary Data." For financial information regarding our business, please see the section of this Annual Report titled "Part II-Item 7-Management's Discussion and Analysis of Financial Condition and Results of Operations" of this Annual Report and our consolidated audited financial statements and related notes included elsewhere in this Annual Report.

Corporate Information

We are an exempted company incorporated in the Cayman Islands with limited liability on October 28, 2010. Any company that is registered in the Cayman Islands but conducts business mainly outside of the Cayman Islands may apply to be registered as an exempted company. Our current registered office in the Cayman Islands is located at the offices of Mourant Governance Services (Cayman) Limited, 94 Solaris Avenue, Camana Bay, Grand Cayman KY1-1108, Cayman Islands. Our website address is www.beigene.com. We do not incorporate the information on or accessible through our website into this Annual Report, and you should not consider any information on, or that can be accessed through, our website as part of this Annual Report.

We own various registered trademarks, trademark applications and unregistered trademarks and service marks, including the name "BeiGene" and our corporate logo. All other trade names, trademarks and service marks of other companies appearing in this Annual Report are the property of their respective holders. Solely for convenience, some of the trademarks and trade names in this document 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 us by, any other companies.

Available Information

We make available on or through our website certain reports and amendments to those reports that we file with or furnish to the SEC, in accordance with the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Act. These include our annual reports on Form 10-K, our quarterly reports on Form 10-Q, and our current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act. We also make available, free of charge on our website, the reports filed with the SEC by our executive officers, directors and 10% shareholders pursuant to Section 16 under the Exchange Act. Additionally, we make available on our website our securities filings with the HKEx and the Shanghai Stock Exchange (SSE). Exchange. We make this information available on or through our website free of charge as soon as reasonably practicable after we electronically file the information with, or furnish it to, the SEC, the HKEx, and the SSE. We use our website as a means of disclosing material non-public information and for complying with our disclosure obligations under Regulation FD.

Item 1A. Risk Factors

This The following section includes the most significant material factors that we believe may adversely affect our business and operations. You should carefully consider the risks and uncertainties described below and all information contained in this Annual Report, including our financial statements and the related notes and "Part II-Item 7-Management's Discussion and Analysis of Financial Condition and Results of Operations," before deciding to invest in our ADSs, ordinary shares, or RMB Shares. The occurrence of any of the events or developments described below could harm our business, financial condition, results of operations, and growth prospects. In such an event, the market price of our ADSs, ordinary shares, and RMB Shares could decline, and you may lose all or part of your investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations. Please refer to the explanation of the qualifications and limitation on forward-looking statements set forth on page 1 hereof.

Risks Related to Clinical Development and Commercialization of Our Medicines and Drug Candidates

Our medicines may fail to achieve and maintain the degree of market acceptance by physicians, patients, third-party payors, and others in the medical community necessary for commercial success.

Our medicines may fail to achieve and maintain sufficient market acceptance by physicians, patients, third-party payors, and others in the medical community. For example, current cancer treatments like chemotherapy and radiation therapy are well established in the medical community, and doctors may continue to rely on these treatments to the exclusion of our medicines. In addition, physicians, patients and third-party payors may prefer other novel or generic products to ours. If our medicines do not achieve and maintain

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an adequate level of market acceptance, the sales of our medicines may be limited and we may not generate significant product revenues and we may not become profitable. The degree of market acceptance of our medicines will depend on a number of factors, including:

- the clinical indications for which our medicines are approved;
- physicians, hospitals, cancer treatment centers, and patients considering our medicines as safe and effective treatments;
- effective; government agencies, professional societies, practice management groups, insurance carriers, physicians' groups, private health and science foundations, and organizations publishing guidelines and recommendations recommending our medicines and reimbursement;
- the potential and perceived advantages and relative cost of our medicines over alternative treatments;
- the prevalence and severity of any side effects;
- product labeling, including limitations or warnings, or product insert requirements of regulatory authorities;
- limitations or warnings contained in the labeling approved by regulatory authorities;
- the timing of market introduction of our medicines as well as competitive medicines;
- the cost of treatment in relation to alternative treatments;
- the availability of adequate coverage, reimbursement and pricing by third-party payors and government authorities;
- the willingness of patients to pay out-of-pocket in the absence of coverage and reimbursement by third-party payors and government authorities; and
- the effectiveness of our sales and marketing efforts.

If any medicines that we commercialize fail to achieve and maintain market acceptance among physicians, patients, hospitals, third-party payors, cancer treatment centers or others in the medical community, we will not be able to generate significant revenue. Even if our medicines achieve market acceptance, we may not be able to maintain that market acceptance over time if new products or technologies are introduced that are more favorably received than our medicines, are more cost effective or render our medicines obsolete.

We have limited experience in launching and marketing our internally developed and in-licensed medicines. If we are unable to further develop marketing and sales capabilities or enter into agreements with third parties to market and sell our medicines, we may not be able to generate substantial product sales revenue.

We first became a commercial-stage company in 2017, when we entered into a license and supply agreement with Celgene Logistics Sàrl, now a Bristol Myers Squibb company (BMS) Company ("BMS"), to commercialize three of BMS's approved cancer therapies,

REVLIMID®, VIDAZA® and ABRAXANE® in the People's Republic of China (PRC ("PRC" or China), excluding Hong Kong, Macau and Taiwan, and acquired BMS's commercial operations in China, excluding certain functions.

"China"). In October 2019, we entered into a strategic collaboration with Amgen for its commercial-stage oncology products XGEVA®, BLINCYTO®, KYPROLIS®, and a portfolio of clinical- and late-preclinical-stage oncology pipeline products, which became effective on January 2, 2020. XGEVA®, BLINCYTO® and KYPROLIS® were first approved in China in May 2019, December 2020 and July 2021, respectively.

products. We received the first new drug approval approvals for one of our internally developed medicines drug candidates in November late 2019 for our BTK inhibitor BRUKINSA® (zanubrutinib), in the United States, for the treatment of certain patients with mantle cell lymphoma (MCL). We have also received approvals for BRUKINSA® in 2020 in China, for the treatment of certain patients with MCL, chronic lymphocytic leukemia (CLL) or small lymphocytic lymphoma (SLL) in June 2020, and in the European Union for the treatment of certain patients with WM 2021 in November 2021. We have subsequently received approvals in these markets for additional indications. Additionally, Europe. Given this, we have received approvals for BRUKINSA® in Canada, Australia, the U.K., Switzerland and other markets for certain indications.

For tislelizumab, we first received approval in China in December 2019 for the treatment of certain patients with classical Hodgkin's Lymphoma (cHL) and have received approvals in China for several more indications since. For pamiparib, we received approval in China for the treatment of certain patients with ovarian, fallopian tube, or primary peritoneal cancer in May 2021.

We continue to build our salesforce in the United States, China, Europe, and other countries and regions to commercialize our internally developed and in-licensed medicines and any additional medicines or drug candidates that we may develop or in-license, which will require significant capital expenditures, management resources and time.

We have limited experience in commercializing our internally developed and in-licensed medicines. We have limited experience in medicines, including building and managing a commercial team, conducting a comprehensive market analysis, obtaining state licenses and reimbursement, or and managing distributors and a sales force for our medicines. We will be competing with many companies that currently have extensive and well-funded sales and marketing operations. As a result, our ability to successfully commercialize our medicines may involve more inherent risk, take longer, and cost more than it would if we were a company with substantial experience in launching medicines.

We will have to compete with other pharmaceutical and biotechnology companies to recruit, hire, train and retain marketing and sales personnel. If we are unable to, or decide not to, further develop internal sales, marketing, and commercial distribution capabilities for any or all of our medicines in any country or region, we will likely pursue collaborative arrangements regarding the sales and marketing of our medicines. However, there can be no assurance that we will be able to establish or maintain such collaborative arrangements, or if we are able to do so, that they will have effective sales forces. Any revenue we receive will depend upon the efforts of such third parties. We would have little or no control over the marketing and sales efforts of such third parties, and our revenue from product sales may be lower than if we had commercialized our medicines ourselves. We also face competition in our search for third parties to assist us with the sales and marketing efforts for our medicines.

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There can be no assurance that we will be able to further develop and successfully maintain internal sales and commercial distribution capabilities or establish or maintain relationships with third-party collaborators to successfully commercialize any medicine, and as a result, we may not be able to generate substantial product sales revenue.

If we are not able to continue to obtain, or experience delays in obtaining, required regulatory approvals, we will not be able to commercialize our medicines and drug candidates, and our ability to generate revenue will be materially impaired.

Before obtaining regulatory approvals for the commercial sale of any drug candidate for a target indication, we must demonstrate in preclinical studies and well-controlled clinical trials, and, with respect to approval in the United States, to the satisfaction of the FDA, that the drug candidate is safe and effective, or the biologic drug candidate is safe, pure, and potent, for use for that target indication and that the manufacturing facilities, processes and controls are adequate. In addition to preclinical and clinical data, the new drug application (NDA) or biologics license application (BLA) must include comprehensive information regarding the chemistry, manufacturing and controls (CMC) for the drug candidate. Obtaining approval of an NDA or BLA is a lengthy, expensive and uncertain process, and approval may not be obtained. If we submit an NDA or BLA to the FDA, the FDA decides whether to accept or reject the submission for filing. We cannot be certain that a submission will be accepted for filing and review by the FDA.

We have limited experience in obtaining regulatory approvals for our drug candidates. For example, we have limited experience in preparing the required materials for regulatory submission and navigating the regulatory approval process. As a result, our ability to successfully submit an NDA or BLA and obtain regulatory approval for our drug candidates may involve more inherent risk, take longer, and cost more than it would if we were a company with substantial experience in obtaining regulatory approvals.

Regulatory authorities outside of the United States, such as the China National Medical Products Administration (NMPA) and European Medicines Agency (EMA), also have requirements for approval of medicines for commercial sale with which we must comply prior to marketing in those areas. Regulatory requirements can vary from country to country and could delay or prevent the introduction of our drug candidates. Clinical trials conducted in one country may not be accepted by regulatory authorities in other countries, and obtaining regulatory approval in one country does not mean that regulatory approval will be obtained in any other country. Approval processes vary among countries and can involve additional product testing and validation and additional administrative review periods. Seeking regulatory approvals outside of the United States could require additional nonclinical studies or clinical trials, which could be costly and time consuming. The regulatory approval process outside of the United States may include all of the risks associated with obtaining FDA approval. For all of these reasons, we may not obtain regulatory approvals on a timely basis, if at all.

The process to develop, obtain regulatory approval for and commercialize drug candidates is long, complex and costly in the United States, China, Europe and other regions, and approval is never guaranteed. Even if our drug candidates were to successfully obtain approval from regulatory authorities, any approval might significantly limit the approved indications for use, or require that precautions, contraindications or warnings be included on the product labeling, or require expensive and time-consuming post-approval clinical trials or surveillance as conditions of approval. Following any approval for commercial sale of our drug candidates, certain changes to the medicine, such as changes in manufacturing processes and additional labeling claims, may be subject to additional review and approval by regulatory authorities. Also, regulatory approval for any of our drug candidates may be withdrawn. If we are unable to obtain regulatory approval for our drug candidates in one or more jurisdictions, or any approval contains significant limitations, our target market will be reduced and our ability to realize the full market potential of our drug candidates will be harmed.

We face substantial competition, which may result in others discovering, developing, or commercializing competing medicines before or more successfully than we do.

The development and commercialization of new medicines is highly competitive. We face competition from major pharmaceutical companies, specialty pharmaceutical companies and biotechnology companies worldwide. There are a number of large pharmaceutical and biotechnology companies that currently market and sell drugs medicines or are pursuing the development of medicines for the treatment of cancer for which we are commercializing our medicines or developing our drug candidates. For example, BRUKINSA®, BRUKINSA, tislelizumab, and pamiparib face substantial competition, and some of our products face or are expected to face competition from generic therapies. Potential competitors also include academic institutions, government agencies and other public and private research organizations that conduct research, seek patent protection and establish collaborative arrangements for research, development, manufacturing, and commercialization.

Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize medicines that are safer, more effective, have fewer or less severe side effects, are more convenient or are less expensive than our medicines. Our competitors also may obtain approval from the FDA, NMPA, EMA or other comparable regulatory authorities for their medicines more rapidly than we may obtain approval for ours, which could result in our competitors establishing a strong market position before we are able to enter the market and and/or slow our regulatory approval.

Many of the companies against which we are competing or against which we may compete in the future have significantly greater financial resources and expertise in research and development, manufacturing, preclinical testing, conducting clinical trials, obtaining regulatory approvals and marketing approved medicines than we do. Mergers and acquisitions in the pharmaceutical and biotechnology industries may result in even more resources being concentrated among a smaller number of our competitors. Smaller and other early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. These third parties compete with us in recruiting and retaining qualified scientific, management and management marketing personnel, establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs.

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

In markets with approved therapies, we have and expect to initially seek approval of our drug candidates as a later stage therapy for patients who have failed other approved treatments. Subsequently, for those medicines that prove to be sufficiently beneficial, if any, we would expect to seek approval as a second line second-line therapy and potentially as a first-line therapy, but there is no guarantee that our medicines and drug candidates, even if approved, would be approved for second-line or first-line therapy.

Our projections of both the number of people who have the diseases we are targeting, as well as the subset of people with these diseases in a position to receive later stage therapy and who have the potential to benefit from treatment with our medicines and drug candidates, are based on our beliefs and estimates and may prove to be inaccurate or based on imprecise data. Further, new studies may change the estimated incidence or prevalence of these cancers. The number of patients may turn out to be lower than expected. Additionally, the potentially addressable patient population for our medicines and drug candidates may be limited or may not be amenable to treatment with our medicines and drug candidates. Even if we obtain significant market share for our medicines and drug candidates, because the potential target populations are small, we may never achieve profitability without obtaining regulatory approval for additional indications, including use as a first- or second-line therapy.

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We have limited manufacturing capability and must rely on third-party manufacturers to manufacture some of our commercial products and clinical supplies, and if they fail to meet their obligations, the development and commercialization of our medicines and drug candidates could be adversely affected.

We have limited manufacturing capabilities and experience. Our medicines and drug candidates are composed of multiple components and require specialized formulations for which scale-up and manufacturing can be difficult. We have limited experience in such scale-up and manufacturing, requiring us to depend on a limited number of third parties, who may not be able to deliver in a timely manner, or at all. In order to develop medicines and drug candidates, apply for regulatory approvals, and commercialize our medicines and drug candidates, we will need to develop, contract for, or otherwise arrange for the necessary manufacturing capabilities. There are risks inherent in pharmaceutical manufacturing that could affect the ability of our contract manufacturers to meet our delivery time requirements or provide adequate amounts of material to meet our needs.

Although we are manufacturing commercial supply of tislelizumab, zanubrutinib and pamiparib at our own manufacturing facilities in China, and we are planning to build a commercial-stage biologics manufacturing and clinical R&D center in New Jersey and we are constructing a new small molecule manufacturing campus in Suzhou, China, we continue to rely on third-party manufacturers to produce some of the commercial quantities of the internally developed and in-licensed medicines we are marketing. In addition, if any of our other drug candidates or in-licensed medicines or drug candidates become approved for commercial sale, we will need to expand our internal capacity or establish additional third-party manufacturing capacity. Manufacturing partner requirements may require us to fund capital improvements, perhaps on behalf of third parties, to support the scale-up of manufacturing and related activities. We may not be able to establish scaled manufacturing capacity for an approved medicine in a timely or economic manner, if at all. If we or our third-party manufacturers are unable to provide commercial quantities of such an approved medicine, we will have to successfully transfer manufacturing technology to a different manufacturer. Engaging a new manufacturer or modifying manufacturing processes and procedures for such an approved medicine could require us to conduct comparative studies or utilize other means to determine bioequivalence of the new and prior manufacturers' products or of products manufactured by the old and new processes and procedures, which could delay or prevent our ability to commercialize such an approved medicine. If we or any of these manufacturers is unable or unwilling to increase its manufacturing capacity or if we are unable to establish alternative arrangements on a timely basis or on acceptable terms, the development and commercialization of such an approved medicine may be delayed or there may be a shortage in supply. Any inability to manufacture our medicines, drug candidates, in-licensed medicines and drug candidates or future approved medicines in sufficient quantities when needed could seriously harm our business and our financial results.

Manufacturers of our medicines must comply with good manufacturing practice (GMP) requirements enforced by the FDA, NMPA, EMA and other comparable foreign health authorities through facilities inspection programs. These requirements include quality control, quality assurance, and the maintenance of records and documentation. Manufacturers of our approved medicines may be unable to comply with these GMP requirements and with other FDA, NMPA, EMA, state, and foreign regulatory requirements. A failure to comply with these requirements may result in fines and civil penalties, suspension of production, suspension or delay in product approval, product seizure or recall, or withdrawal of product approval. If the safety of any quantities supplied is compromised due to a manufacturer's failure to adhere to applicable laws or for other reasons, we may not be able to obtain regulatory approval for or successfully commercialize our medicines, which would seriously harm our business. For example, on March 25, 2020, the NMPA suspended the importation, sales and use of ABRAXANE® in China supplied to us by BMS, and the drug was subsequently recalled by BMS and is not currently available for sale in China. This suspension was based on inspection findings at BMS's contract manufacturing facility in the United States. Additionally, in October 2021, BMS provided 180-days' notice to us, which we dispute, purporting to terminate our license to market ABRAXANE® in China. We have not had any sales of ABRAXANE® since the suspension and do not expect future revenue from ABRAXANE®. We have initiated an arbitration proceeding against BMS asserting that it has breached and continues to breach the terms and conditions of the license and supply agreement. For additional information, please see the section of this report titled "Legal Proceedings".

If we or any third parties with which we may collaborate to market and sell our medicines are unable to achieve and maintain coverage and adequate level levels of reimbursement, our commercial success and business operations could be adversely affected.

Our ability or the ability of any third parties with which we collaborate to commercialize our medicines successfully will depend in part on the extent to which reimbursement for these medicines is available on adequate terms, or at all, from government health administration authorities, private health insurers and other organizations. In the United States and markets in other countries, patients generally rely on third-party payors to reimburse all or part of the costs associated with their treatment. Adequate coverage and reimbursement from governmental healthcare programs, such as Medicare and Medicaid, and commercial payors is critical to new product acceptance. Sales of our medicines will depend substantially, both domestically and abroad, on the extent to which the costs of our medicines will be paid by health maintenance, managed care, pharmacy benefit and similar healthcare management organizations, or reimbursed by government health administration authorities, private health coverage insurers and other third-party payors. Without third-party payor reimbursement, patients may not be able to obtain or afford prescribed medications. Third-party payors also are seeking to encourage the use of generic or biosimilar products or entering into sole source contracts with healthcare providers, which could effectively limit the coverage and level of reimbursement for our medicines and have an adverse impact on the market access or acceptance of our medicines. In addition, reimbursement guidelines and incentives provided to prescribing physicians by third party payors may have a significant impact on the prescribing physicians' willingness and ability to prescribe our products. For additional information, please see the section of this Annual Report titled "Part I —Item 1 — Business — Government Regulation — Pharmaceutical Coverage, Pricing, and Reimbursement."

A primary trend in the global healthcare industry is cost containment. Government authorities and these third-party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular medications.

In the United States, no uniform policy of coverage and reimbursement for drugs exists among third-party payors. As a result, obtaining coverage and reimbursement approval of a drug from a government or other third-party payor is a time-consuming and costly process that could require us to provide to each payor supporting scientific, clinical and cost-effectiveness data for the use of our medicines on a payor-by-payor basis, with no assurance that coverage and adequate reimbursement will be obtained. The principal decisions about reimbursement for new medicines are typically made by the Centers for Medicare and Medicaid Services (the CMS) "CMS"). They decide whether and to what extent a new medicine will be covered and reimbursed under Medicare and private payors tend to follow CMS to a substantial degree. Factors payors consider in determining reimbursement are based on whether the product is: a covered benefit under its health plan; safe, effective and medically necessary; appropriate for the specific patient; cost-effective; and neither experimental nor investigational.

Coverage may be more limited than the purposes for which the medicine is approved by the FDA or comparable regulatory authorities in other countries. Even if we obtain coverage for a given medicine, the resulting reimbursement rates might not be adequate for us to achieve or sustain profitability or may require co-payments that patients find unacceptably high. Additionally, third-party payors may not cover, or provide adequate reimbursement for, long-term follow-up evaluations required following the use of our medicines. Patients are unlikely to use our medicines unless coverage is provided and reimbursement is adequate to cover a significant portion of the cost of the medicine. Because

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some of our medicines and drug candidates have a higher cost of goods than conventional therapies and may require long-term follow-up evaluations, the risk that coverage and reimbursement rates may be inadequate for us to achieve profitability may be greater.

Net prices for drugs may be reduced by mandatory discounts or rebates required by government healthcare programs or private payors and by any future relaxation of laws that presently restrict imports of drugs from countries where they may be sold at lower prices than in the United States. Increasingly, third-party payors are requiring that drug companies provide them with predetermined discounts from list prices Furthermore, payment methodologies may be subject to changes in healthcare legislation and are challenging the prices charged for medical products. regulatory initiatives.

We cannot be sure that reimbursement will be available for any product candidate that we commercialize and, if reimbursement is available, the level of reimbursement. In addition, many pharmaceutical manufacturers must calculate and report certain price reporting metrics to the government, such as average sales price (ASP) and best price. Penalties may apply in some cases when such metrics are not submitted accurately and timely. Further, these prices for medicines may be reduced by mandatory discounts or rebates required by government healthcare programs.

In China, drug prices are typically lower than in the United States and Europe, and until recently, the market has been dominated by generic drugs. Government authorities regularly review the inclusion or removal of medicines from China's National Drug Catalog for Basic Medical Insurance, Work-related Injury Insurance and Maternity Insurance, or the National Reimbursement Drug List (the NRDL) "NRDL"), or provincial or local medical insurance catalogues for the National Medical Insurance Program, and the tier under which a medicine will be classified, both of which affect the amounts reimbursable to program participants for their purchases of those medicines. There can be no assurance that our medicines and any approved drug candidates will be included in the NRDL or provincial reimbursements lists, or if they are, that they will be included at a price that allows us to be commercially successful. Products included in the NRDL have typically been generic and essential drugs. Innovative drugs similar to our medicines and drug candidates have historically been more limited on their inclusion in the

NRDL due to the affordability of the government's Basic Medical Insurance, although this has been changing in recent years. For example, BRUKINSA,® tislelizumab, pamiparib and XGEVA® have been included in the NRDL, NRDL. While the demand for these medicines has generally increased after inclusion in the NDRL, NRDL, there can be no assurance that demand will continue to increase and such increases will be sufficient to offset the reduction in the prices and our margins, which could have a material adverse effect on our business, financial condition and results of operations. We prepare for the NRDL negotiations in China for our eligible medicines/indications annually. If any of these medicines/indications are not included in the NRDL or included at a significantly lower price, the revenues for such medicines could be limited, which could have a material adverse effect on our business, financial condition and results of operations. Even if such medicines are included in the NRDL, they may be included at prices that are significantly lower than our current prices, reducing our margins, which could have a material adverse effect on our business, financial condition and results of operations.

Increasingly, third-party payors are requiring that companies provide them with predetermined discounts from list prices and are challenging the prices charged for medical products. We cannot be sure that reimbursement will be available for any medicine that we commercialize and, if reimbursement is available, what the level of reimbursement will be. Reimbursement may impact the demand for, or the price of, any medicine which we commercialize. Obtaining or maintaining reimbursement for our medicines may be particularly difficult because of the higher prices often associated with medicines administered under the supervision of a physician. If reimbursement is not available or is available only to limited levels, we may not be able to successfully commercialize any medicine and drug candidate that we in-license or successfully develop.

There may be significant delays in obtaining reimbursement for approved medicines, and coverage may be more limited than the purposes for which the medicine is approved by regulatory authorities. Moreover, eligibility for reimbursement does not imply that any medicine will be paid for in all cases or at a rate that covers our costs, including research, development, manufacture, sale and distribution. Interim payments for new medicines, if applicable, may also not be sufficient to cover our costs and may not be made permanent. Payment rates may vary according to the use of the medicine and the clinical setting in which it is used, may be based on payments allowed for lower cost medicines that are already reimbursed, and may be incorporated into existing payments for other services. Net prices for medicines may be reduced by mandatory discounts or rebates required by government healthcare programs or private payors and by any future weakening of laws that presently restrict imports of medicines from countries where they may be sold at lower prices than in the United States. Our inability to promptly obtain coverage and profitable payment rates from both government-funded and private payors for our medicines and any new medicines that we develop could have a material adverse effect on our business, our operating results, and our overall financial condition.

We intend to seek approval to market our medicines and drug candidates in the United States, China, Europe and in other jurisdictions. In some countries, such as those in Europe, the pricing of drugs and biologics is subject to governmental control, which can take considerable time even after obtaining regulatory approval. Market acceptance and sales of our medicines will depend significantly on the availability of adequate coverage and reimbursement from third-party payors for our medicines and may be affected by existing and future health care reform measures.

We may be subject to anti-kickback, false claims laws, physician payment transparency laws, fraud and abuse laws or similar healthcare and security laws and regulations in the United States and other jurisdictions, which could expose us to criminal sanctions, civil penalties, contractual damages, reputational harm and diminished sales.

Healthcare providers, physicians and others play a primary role in the recommendation and prescription of any products for which we obtain regulatory approval. Our operations are subject to various federal and state fraud and abuse laws, including, without limitation, the federal Anti-Kickback Statute, the federal False Claims Act (FCA), and physician payment sunshine laws and regulations. These laws may impact, among other things, our proposed sales, marketing and education programs. In addition, we are subject to patient privacy regulation by both the federal government and the states in which we conduct our business.

Additionally, we are subject to state equivalents of each of the healthcare laws described above, among others, some of which may be broader in scope and may apply to healthcare services reimbursed by any third-party payor, not just governmental payors, but also private insurers. These laws are enforced by various state agencies and through private actions. Some states have passed laws that require pharmaceutical companies to comply with the April 2003 Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers and/or other voluntary industry codes of conduct that restrict the payments made to healthcare providers and other potential referral sources. Several states and local laws also impose other marketing restrictions or require pharmaceutical companies to make marketing or price disclosures to the state, require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers, and require the registration of pharmaceutical sales representatives. State laws also govern the privacy and security of health information in some circumstances. These data privacy and security laws may differ from each other in

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significant ways and often are not pre-empted by HIPAA, which may complicate compliance efforts. There are ambiguities as to what is required to comply with these state requirements, and if we fail to comply with an applicable state law requirement, we could be subject to penalties.

Violations of fraud and abuse laws may be punishable by criminal and/or civil sanctions, including penalties, fines and/or exclusion or suspension from federal and state healthcare programs such as Medicare and Medicaid and debarment from contracting with the U.S. government. In addition, private individuals have the ability to bring actions on behalf of the U.S. government under the federal FCA as well as under the false claims laws of several states. Neither the U.S. government nor the U.S. courts have provided definitive guidance on the applicability of fraud and abuse laws to our business. Law enforcement authorities are increasingly focused on enforcing these laws, and it is possible that some of our practices may be challenged under these laws. Efforts to ensure that our business arrangements with third parties will comply with applicable healthcare laws and regulations will involve substantial costs. It is possible that governmental authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of civil, criminal and administrative penalties, damages, disgorgement, monetary fines, possible exclusion from participation in Medicare, Medicaid and other federal healthcare programs, contractual damages, individual imprisonment, reputational harm, diminished profits and future earnings, and curtailment or restructuring of our operations, as well as additional reporting obligations and oversight if we become subject to a corporate integrity agreement or other agreement to resolve allegations of non-compliance with these laws.

In addition, the approval, commercialization, and other activities for our medicines and drug candidates outside the United States subjects us to non-U.S. equivalents of the healthcare laws such as those mentioned above, among other non-U.S. laws. As with the state equivalents mentioned above, some of these non-U.S. laws may be broader in scope. Data privacy and security laws and regulations in non-U.S. jurisdictions may also be more stringent than those in the United States, such as the General Data Protection Regulation (GDPR), the Data Security Law of the PRC, and the Personal Information Protection Law of the PRC.

If any of the physicians or other providers or entities with whom we do business are found to be not in compliance with applicable laws, they may be subject to criminal, civil or administrative sanctions, including exclusions from government funded healthcare programs, which may adversely affect our business.

We have operations in the United States, China, Europe, and other markets and plan to expand in these and new markets on our own or with collaborators, which exposes us to risks of conducting business in international markets.

We are currently developing and commercializing or plan to commercialize our medicines in international markets, including China, Europe and other markets outside of the United States, either on our own or with third party collaborators or distributors. Our international business relationships subject us to additional risks that may materially adversely affect our ability to attain or sustain profitable operations, including:

- efforts to enter into collaboration or licensing arrangements with third parties in connection with our international sales, marketing and distribution efforts may increase our expenses or divert our management's attention from the acquisition or development of drug candidates;
- difficulty of effective enforcement of contractual provisions in local jurisdictions;
- potential third-party patent rights or potentially reduced protection for intellectual property rights;
- unexpected changes in tariffs, trade barriers and regulatory requirements, including the loss of normal trade status between China and the United States or actions taken by U.S. or China governmental authorities on companies with significant operations in the U.S. and China, such as us;
- economic weakness, including inflation;
- compliance with tax, employment, immigration and labor laws for employees traveling abroad;
- the effects of applicable non-U.S. tax structures and potentially adverse tax consequences;
- currency fluctuations, which could result in increased operating expenses and reduced revenue;
- workforce uncertainty and labor unrest;
- failure of our employees and contracted third parties to comply with Office of Foreign Asset Control rules and regulations and the Foreign Corrupt Practices Act and other anti-bribery and corruption laws; and
- business interruptions resulting from geo-political actions, including trade disputes, war and terrorism, disease or public health pandemics, such as COVID-19, or natural disasters, including earthquakes, volcanoes, typhoons, floods, hurricanes and fires.

These and other risks, including the risks described in "Risks Related to Our Doing Business in the PRC", may materially adversely affect our ability to attain or sustain revenue in international markets.

The illegal distribution and sale by third parties of counterfeit versions of our medicines or stolen products could have a negative impact on our reputation and business.

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Third parties might illegally distribute and sell counterfeit or unfit versions of our medicines, which do not meet our or our collaborators' rigorous manufacturing and testing standards. A patient who receives a counterfeit or unfit medicine may be at risk for a number of dangerous health consequences. Our reputation and business could suffer harm as a result of counterfeit or unfit medicines sold under our or our collaborators' brand name(s). In addition, thefts of inventory at warehouses, plants or while in- transit, which are not properly stored and which are sold through unauthorized channels, could adversely impact patient safety, our reputation and our business.

Risks Related to Clinical Development and Regulatory Approval of Our Medicines and Drug Candidates

We depend substantially on the success of the clinical development of our medicines and drug candidates. If we are unable to successfully complete clinical development, obtain regulatory approvals and commercialize our medicines and drug candidates, or experience significant delays in doing so, our business will be materially harmed.

Our business depends on the successful development, regulatory approval and commercialization of our medicines and other drug candidates we may develop. We have invested a significant portion of our efforts and financial resources in the development of our medicines and drug candidates. The success of our medicines and drug candidates depends on several factors, including:

- successful enrollment in, and completion of, clinical trials, as well as completion of preclinical studies;
- favorable safety and efficacy data from our clinical trials and other studies;
- receipt of regulatory approvals;
- the performance by contract research organizations (CROs) ("CROs") or other third parties we may retain of their duties to us in a manner that complies with our protocols and applicable laws and that protects the integrity of the resulting data;
- obtaining and maintaining patent, trade secret and other intellectual property protection and regulatory exclusivity;
- ensuring that we do not infringe, misappropriate or otherwise violate the valid patent, trade secret or other intellectual property rights of third parties;
- successfully launching our medicines and drug candidates, if and when approved;
- obtaining favorable reimbursement from third-party payors for our medicines and drug candidates, if and when approved;
- competition with other products;
- continued acceptable safety profile following regulatory approval; and
- manufacturing or obtaining sufficient supplies of our medicines, drug candidates and any competitor competing drug products that may be necessary for use in clinical trials for evaluation of our drug candidates and commercialization of our medicines.

If we do not achieve and maintain one or more of these factors in a timely manner or at all, we could experience significant delays in our ability or be unable to obtain additional regulatory approvals for and/or to successfully commercialize our medicines and drug candidates, which would materially harm our business and we may not be able to generate sufficient revenues and cash flows to continue our operations.

Clinical development involves a lengthy and expensive process with an uncertain outcome, and results of earlier studies and trials may not be predictive of future trial results.

Clinical development is expensive and can take many years to complete, and its outcome is inherently uncertain. Failure can occur at any time during the clinical trial process. The results of preclinical studies and early clinical trials of our drug candidates may not be predictive of the results of later-stage clinical trials, and initial or interim results of a trial may not be predictive of the final results. Drug candidates in later stages of clinical trials may fail to show the desired safety and efficacy traits despite having progressed through preclinical studies and initial clinical trials. In some instances, there can be significant variability in safety and/or efficacy results between different trials of the same drug candidate due to numerous factors, including changes in trial procedures set forth in protocols, differences in the size and type of the patient populations, including genetic differences, patient adherence to the dosing regimen and other trial protocol elements and the rate of dropout among clinical trial participants. In the case of any trials we conduct, results may differ from earlier trials due to the larger number of clinical trial sites and additional countries involved in such trials. A number of companies in our industry have suffered significant setbacks in advanced clinical trials due to lack of efficacy or adverse safety profiles, notwithstanding promising results in earlier trials. Our future clinical trial results may not be favorable.

Even if our future clinical trial results show favorable efficacy and durability of anti-tumor responses, not all patients may benefit. For certain drugs, including checkpoint inhibitors, and in certain indications, it is likely that the majority of patients may not respond to the agents at all, some responders may relapse after a period of response, and certain tumor types may appear particularly resistant.

If clinical trials of our drug candidates fail to demonstrate safety and efficacy to the satisfaction of regulatory authorities or do not otherwise produce positive results, we may incur additional costs or experience delays in completing, or ultimately be unable to complete, the development and commercialization of our drug candidates.

Before obtaining regulatory approval for the sale of our drug candidates, we must conduct extensive clinical trials to demonstrate the safety and efficacy of our drug candidates in humans. We may experience numerous unexpected events during, or as a result of, clinical trials that could delay or prevent our ability to receive regulatory approval or commercialize our drug candidates, including but not limited to: regulators, institutional review boards (IRBs) ("IRBs"), or ethics committees may not authorize us or our investigators to commence a clinical trial or conduct a clinical trial at a prospective trial site; our inability to reach agreements on acceptable terms with CROs and trial sites, the terms of which can be subject to extensive negotiation and may vary significantly; manufacturing issues, including problems with manufacturing, supply quality, compliance with GMP, or obtaining sufficient quantities of a drug candidate for use in a clinical trial or for commercialization; clinical trials of our drug candidates may produce negative or inconclusive results, and we

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may decide, or regulators may require us, to conduct additional clinical trials or abandon drug development programs; the number of patients required for clinical trials of our drug candidates may be larger than we anticipate, enrollment may be insufficient or slower than we anticipate or patients may drop out at a higher rate than we anticipate; our third-party contractors, including clinical investigators, may fail to comply with regulatory requirements or meet their contractual obligations to us in a timely manner, or at all; we might have to suspend or terminate clinical trials of our drug candidates for various reasons, including a finding of a lack of clinical response or other unexpected characteristics or a finding that participants are being exposed to unacceptable health risks; regulators, IRBs or ethics committees may require that we or our investigators suspend or terminate clinical research or not rely on the results of clinical research for various reasons, including noncompliance with regulatory requirements; the cost of clinical trials of our drug candidates may be greater than we anticipate; and the supply or quality of our medicines and drug candidates, companion diagnostics or other materials necessary to conduct clinical trials of our drug candidates or commercialization of our medicines may be insufficient or inadequate.

If we are required to conduct additional clinical trials or other testing of our drug candidates beyond those that we currently contemplate, if we are unable to successfully complete clinical trials of our drug candidates or other testing, if the results of these trials or tests are not positive or are only modestly positive or if they raise safety concerns, we may:

- may be delayed in obtaining regulatory approval for our drug candidates;
- candidates, or not obtain regulatory approval at all;
- obtain approval for indications that are not as broad as intended;
- have the drug removed from the market after obtaining regulatory approval;
- be subject to additional post-marketing testing requirements;
- be subject to warning labels or restrictions on how the drug is distributed or used; or
- be unable to obtain reimbursement or obtain reimbursement at a commercially viable level for use of the drug.

Significant clinical trial manufacturing or regulatory delays may also increase our development costs and could shorten any periods during which we have the exclusive right to commercialize our drug candidates or allow our competitors to bring drugs to market before we do. This could impair our ability to commercialize our drug candidates and may harm our business and results of operations.

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

The timely completion of clinical trials in accordance with their protocols depends, among other things, on our ability to enroll a sufficient number of patients who remain in the trial until its conclusion. We have and may continue to experience difficulties in patient enrollment in our clinical trials for a variety of reasons, including the size and nature of the patient population and the patient eligibility criteria defined in the protocol, competition from competing companies, and natural disasters or public health epidemics, such as the COVID-19 pandemic.

Our clinical trials will likely compete with other clinical trials for drug candidates that are in the same therapeutic areas as our drug candidates, and this competition will reduce the number and types of patients available to us, because some patients who might have opted to enroll in our trials may instead opt to enroll in a trial being conducted by one of our competitors. Because the number of qualified clinical investigators and clinical trial sites is limited, we expect to conduct some of our clinical trials at the same clinical trial sites that some of our competitors use, which will reduce the number of patients who are available for our clinical trials at such clinical trial sites. Even if we are able to enroll a sufficient number of patients in our clinical trials, delays in patient enrollment may result in increased costs or may affect the timing or outcome of the planned clinical trials, which could delay or prevent completion of these trials and adversely affect our ability to advance the development of our drug candidates.

Risks Related to Regulatory Approval and Extensive Government Regulation

All material aspects of the research, development, manufacturing and commercialization of pharmaceutical products are heavily regulated, and we may face difficulties in complying with or be unable to comply with such regulations, which could have a material adverse effect on our business.

All jurisdictions in which we conduct or intend to conduct our pharmaceutical-industry activities regulate these activities in great depth and detail. We are currently focusing our activities in the major markets of the United States, China, Europe, and other select countries. countries and regions. These geopolitical areas all strictly regulate the pharmaceutical industry, and in doing so they employ broadly similar regulatory strategies, including regulation of product development and approval, manufacturing, and marketing, sales and distribution of products. However, there are differences in the regulatory regimes-some minor, some significant-that make for a more complex and costly regulatory compliance burden for a company like ours that plans to operate in each of these regions. Additionally, the NMPA's reform of the medicine and approval system may face implementation challenges. The timing and full impact of such reforms is uncertain and could prevent us from commercializing our medicines and drug candidates in a timely manner.

The process of obtaining regulatory approvals and compliance with appropriate laws and regulations require the expenditure of substantial time and financial resources. Failure to comply with the applicable requirements at any time during the product development process, approval process, or after approval, may subject us to administrative or judicial sanctions. These sanctions could include a regulator's refusal to approve pending applications, withdrawal of an approval, license revocation, a clinical hold, voluntary or mandatory product recalls, product seizures, total or partial suspension of production or distribution, injunctions, fines, refusals of government contracts, restitution, disgorgement, or civil or criminal penalties. The failure to comply with these regulations could have a material adverse effect on our business. For example, on March 25, 2020,the , the NMPA suspended the importation, sales and use of ABRAXANE® in China supplied to us by BMS, and the drug was subsequently recalled by BMS and is not currently available for sale in China. This suspension was based on inspection findings at BMS's contract manufacturing facility in the United States. Additionally, in October 2021, BMS provided 180-days' notice to us, which we dispute, purporting to terminate our license to market ABRAXANE® in China. We have not had any sales of ABRAXANE® since the suspension and do not expect future revenue from ABRAXANE®. We have initiated an arbitration proceeding against BMS asserting that it has breached and continues to breach the terms and conditions of the license and supply agreement. ABRAXANE. For additional information, please see the section of this report Annual Report titled “Legal Proceedings”. Additionally, although we have

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obtained regulatory approvals of our medicines, regulatory authorities could suspend or withdraw these approvals. In order to market approved products in any given jurisdiction, we must comply with numerous and varying regulatory requirements of such jurisdiction regarding safety, efficacy and quality. In any event, the receipt of regulatory approval does not assure the success of our commercialization efforts for our medicines.

We may be subject to anti-kickback, false claims laws, physician payment transparency laws, fraud and abuse laws or similar healthcare and security laws and regulations in the United States and other jurisdictions, which could expose us to criminal sanctions, civil penalties, contractual damages, reputational harm and diminished sales.

Healthcare providers, physicians and others play a primary role in the recommendation and prescription of any products for which we obtain regulatory approval. Our operations are subject to various federal and state fraud and abuse laws, including, without limitation, the federal Anti-Kickback Statute, the federal False Claims Act ("FCA"), and physician payment sunshine laws and regulations. These laws may impact, among other things, our proposed sales, marketing and education programs. In addition, we are subject to patient privacy regulation by both the federal government and the states in which we conduct our business.

Additionally, we are subject to state equivalents of each of the healthcare laws described above, among others, some of which may be broader in scope and may apply to healthcare services reimbursed by any third-party payor, not just governmental payors, but also private insurers. These laws are enforced by various state agencies and through private actions. Some states have passed laws that require pharmaceutical companies to comply with the April 2003 Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers and/or other voluntary industry codes of conduct that restrict the payments made to healthcare providers and other potential referral sources. Several states and local laws also impose other marketing restrictions or require pharmaceutical companies to make marketing or price disclosures to the state, require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers, and require the registration of pharmaceutical sales representatives. In addition, the approval, commercialization, and other activities for our medicines and drug candidates outside the United States subjects us to non-U.S. equivalents of the healthcare laws such as those mentioned above, among other non-U.S. laws. As with the state equivalents mentioned above, some of these non-U.S. laws may be broader in scope. There are ambiguities as to what is required to comply with these state requirements, and if we fail to comply with an applicable state law requirement, we could be subject to penalties.

It is possible that we may make grants to independent charitable foundations that help financially needy patients with their premium, co-pay, and co-insurance obligations. If we choose to do so, and if we or our vendors or donation recipients are deemed to fail to comply with relevant laws or regulations in the operation of these programs, we could be subject to damages, fines, penalties, or other criminal, civil, or administrative sanctions or enforcement actions. We cannot ensure that our compliance controls and procedures will be sufficient to protect against acts of our employees, business partners, or vendors that may violate the laws or regulations of the jurisdictions in which we operate. Regardless of whether we have complied with the law, a government investigation could impact our business practices, harm our reputation, divert the attention of management, increase our expenses, and reduce the availability of foundation support for our patients who need assistance.

Violations of fraud and abuse laws may be punishable by criminal and/or civil sanctions, including penalties, fines and/or exclusion or suspension from federal and state healthcare programs such as Medicare and Medicaid and debarment from contracting with the U.S. government. In addition, private individuals have the ability to bring actions on behalf of the U.S. government under the federal FCA as well as under the false claims laws of several states. Neither the U.S. government nor the U.S. courts have provided definitive guidance on the applicability of fraud and abuse laws to our business. Law enforcement authorities are increasingly focused on enforcing these laws, and it is possible that some of our practices may be challenged under these laws. Efforts to ensure that our business arrangements with third parties will comply with applicable healthcare laws and regulations will involve substantial costs. It is possible that governmental authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of civil, criminal and administrative penalties, damages, disgorgement, monetary fines, possible exclusion from participation in Medicare, Medicaid and other federal healthcare programs, contractual damages, individual imprisonment, reputational harm, diminished profits and future earnings, and curtailment or restructuring of our operations, as well as additional reporting obligations and oversight if we become subject to a corporate integrity agreement or other agreement to resolve allegations of non-compliance with these laws. Furthermore, if any of the physicians or other providers or entities with whom we do business are found to be not in compliance with applicable laws, they may be subject to criminal, civil or administrative sanctions, including exclusions from government funded healthcare programs, which may adversely affect our business.

If we fail to comply with our reporting and payment obligations under the Medicaid Drug Rebate Program or other governmental pricing programs, we could be subject to additional reimbursement requirements, penalties, sanctions and fines, which could have a material adverse effect on our business, financial condition, results of operations and growth prospects.

We participate in the Medicaid Drug Rebate Program, the 340B program, the U.S. Department of Veterans Affairs, Federal Supply Schedule (“FSS”) pricing program, and the Tricare Retail Pharmacy program, which require us to disclose average manufacturer pricing, and, in the future may require us to report the average sales price for certain of our drugs to the Medicare program. Pricing and rebate calculations vary across products and programs, are complex, and are often subject to interpretation by us, governmental or regulatory agencies and the courts. Furthermore, regulatory and legislative changes, and judicial rulings relating to these programs and policies (including coverage expansion), have increased and will continue to increase our costs and the complexity of compliance, have been and will continue to be time-consuming to implement, and could have a material adverse effect on our results of operations, particularly if CMS or another agency challenges the approach we take in our implementation. For example, in the case of our Medicaid pricing data, if we become aware that our reporting for a prior quarter was incorrect or has changed as a result of recalculation of the pricing data, we are generally obligated to resubmit the corrected data for up to three years after those data originally were due. Such restatements increase our costs and could result in an overage or underage in our rebate liability for past quarters. Price recalculations also may affect the ceiling price at which we are required to offer our products under the 340B program and give rise to an obligation to refund entities participating in the 340B program for overcharges during past quarters impacted by a price recalculation.

Civil monetary penalties can be applied if we are found to have knowingly submitted any false price or product information to the government, if we are found to have made a misrepresentation in the reporting of our average sales price, if we fail to submit the required price data on a timely basis, or if we are found to have charged 340B covered entities more than the statutorily mandated ceiling price. Additionally, our agreement to participate in the 340B program or our Medicaid drug rebate agreement could be terminated, in which case federal payments may not be available under Medicaid or Medicare Part D for our covered outpatient drugs. Additionally, if we overcharge the government in connection with our arrangements with FSS or Tricare Retail Pharmacy, we are required to refund the difference to the government. Failure to make necessary disclosures and/or to identify contract overcharges can result in allegations against us under the FCA and other laws and regulations. Unexpected refunds to the government, and responding to a government

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investigation or enforcement action, would be expensive and time-consuming, and could have a material adverse effect on our business, financial condition, results of operations and growth prospects.

Further, legislation may be introduced that, if passed, would, among other things, further expand the 340B program to additional covered entities or would require participating manufacturers to agree to provide 340B discounted pricing on drugs used in an inpatient setting, and any additional future changes to the definition of average manufacturer price or the Medicaid rebate amount could affect our 340B ceiling price calculations and negatively impact our results of operations. Additionally, certain pharmaceutical manufacturers are involved in ongoing litigation regarding contract pharmacy arrangements under the 340B program. The outcome of those judicial proceedings and the potential impact on the way in which manufacturers extend discounts to covered entities through contract pharmacies remain uncertain.

The approval processes of regulatory authorities in the United States, China, Europe and other comparable regulatory authorities are lengthy, time consuming, costly, and inherently unpredictable. If we experience delays or are ultimately unable to obtain regulatory approval for our drug candidates, our business will be substantially harmed.

Before obtaining regulatory approvals for the commercial sale of any drug candidate for a target indication, we must demonstrate in preclinical studies and well-controlled clinical trials, and, with respect to approval in the United States, to the satisfaction of the United States Food and Drug Administration ("FDA"), that the drug candidate is safe and effective, or the biologic drug candidate is safe, pure, and potent, for use for that target indication and that the manufacturing facilities, processes and controls are adequate. In addition to preclinical and clinical data, the new drug application ("NDA") or biologics license application ("BLA") must include comprehensive information regarding the chemistry, manufacturing and controls ("CMC") for the drug candidate. Obtaining approval of an NDA or BLA is a lengthy, expensive and uncertain process, and approval may not be obtained. If we submit an NDA or BLA to the FDA, the FDA decides whether to accept or reject the submission for filing. We cannot be certain that a submission will be accepted for filing and review by the FDA.

Regulatory authorities outside of the United States, such as the China National Medical Products Administration ("NMPA") and European Medicines Agency ("EMA"), also have requirements for approval of medicines for commercial sale with which we must comply prior to marketing in those areas. Regulatory requirements, approval processes and review periods can vary from country to country and could delay or prevent the introduction of our drug candidates. Clinical trials conducted in one country may not be accepted by regulatory authorities in other countries, and obtaining regulatory approval in one country does not mean that regulatory approval will be obtained in any other country. Seeking regulatory approvals outside of the United States could require additional nonclinical studies or clinical trials, which could be costly and time consuming. For all of these reasons, we may not obtain regulatory approvals on a timely basis, if at all.

The time processes required to obtain approval by the FDA, the NMPA, the EMA, and other comparable regulatory authorities is complex, costly, unpredictable and typically takes many years following the commencement of preclinical studies and clinical trials and depends on numerous factors, including the substantial discretion of the regulatory authorities. Regulatory approval is never guaranteed. Furthermore, we have limited experience in obtaining regulatory approvals for our drug candidates, including preparing the required materials for regulatory submission and navigating the regulatory approval process. As a result, our ability to successfully obtain regulatory approval for our drug candidates may involve more inherent risk, take longer, and cost more than it would if we were a company with substantial experience in obtaining regulatory approvals.

Our drug candidates could be delayed or fail to receive regulatory approval for many reasons, including:

- failure to begin or complete clinical trials due to disagreements with regulatory authorities;
- failure to demonstrate that a drug candidate is safe and effective or that a biologic candidate is safe, pure, and potent for its proposed indication;
- failure of clinical trial results to meet the level of statistical significance required for approval;
- reporting or data integrity issues related to our clinical trials;
- disagreement with our interpretation of data from preclinical studies or clinical trials;
- changes in approval policies or regulations that render our preclinical and clinical data insufficient for approval or require us to amend our clinical trial protocols;
- regulatory requests for additional analyses, reports, data, nonclinical studies and clinical trials, or questions regarding interpretations of data and results and the emergence of new information regarding our drug candidates or other products;
- failure to satisfy regulatory conditions regarding endpoints, patient population, available therapies and other requirements for our clinical trials in order to support marketing approval on an accelerated basis or at all;

- a delay in or the inability of health authorities to complete regulatory inspections of our development activities, regulatory filings or manufacturing operations, whether as a result of the COVID-19 pandemic or other reasons, or our failure to satisfactorily complete such inspections;
- our failure to conduct a clinical trial in accordance with regulatory requirements or our clinical trial protocols; and
- clinical sites, investigators or other participants in our clinical trials deviating from a trial protocol, failing to conduct the trial in accordance with regulatory requirements, or dropping out of a trial.

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The For example, in June 2022, the FDA NMPA, EMA extended the Prescription Drug User Fee Act goal date for the supplemental new drug application ("sNDA") for BRUKINSA as a treatment for adult patients with CLL or a comparable regulatory authority may require more information, including SLL by three months to January 2023, to allow time to review additional preclinical, CMC, and/or clinical data submitted by us, which was deemed a major amendment to support approval, which may delay the sNDA. In July 2022, the FDA deferred action on the BLA for tislelizumab as a second-line treatment for patients with unresectable or prevent approval metastatic ESCC. In the FDA's general advice letter communicating the deferral of action, the FDA cited only the inability to complete inspections due to COVID-19 related restrictions on travel as the reason for the deferral and our commercialization plans, or we may decide did not provide a new anticipated action date as they continue to abandon monitor the development program. public health situation and travel restrictions.

Changes in regulatory requirements and guidance may also occur, and we may need to amend clinical trial protocols submitted to applicable regulatory authorities to reflect these changes. Amendments may require us to resubmit clinical trial protocols to IRBs or ethics committees for re-examination, which may impact the costs, timing or successful completion of a clinical trial.

If we experience delays Delays in the completion of, or the termination of a clinical trial of any of our drug candidates the commercial prospects of that drug candidate will be harmed, and our ability to generate product revenues from that drug candidate will be delayed. In addition, any delays in completing our clinical trials will increase our costs, slow down our drug development and approval process, and jeopardize our ability to commence product sales and generate revenues for that candidate. Any of these occurrences may harm our business, financial condition and prospects significantly. In addition, many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of our drug candidates.

Our development activities, regulatory filings and manufacturing operations also could be harmed or delayed by a shutdown of the U.S. government, including the FDA, or governments and regulatory authorities in other jurisdictions. As Since March 2020 when foreign and domestic inspections of May 2021, facilities were largely placed on hold, the FDA noted it is continuing has been working to ensure timely reviews resume pre-pandemic levels of applications for medical products during the COVID-19 pandemic in line with its user fee performance goals. In July 2020, the FDA noted that it is continuing to expedite oncology product development with its staff teleworking full-time. However, the FDA may not be able to continue its current pace inspection activities, including routine surveillance, bioresearch monitoring and approval timelines could be extended, including where a pre-approval inspection or an inspection of clinical sites is required

and due to the COVID-19 pandemic and travel restrictions FDA is unable to complete such required inspections during the review period. The FDA has developed a rating system to assist in determining when and where it is safest to conduct prioritized domestic inspections. In May 2021, certain inspections, such as foreign preapproval, surveillance, and for-cause inspections that are not deemed mission-critical, remain temporarily suspended. In April 2021, the FDA issued guidance for industry formally announcing plans to employ remote interactive evaluations, using risk management methods, to meet user fee commitments and goal dates and in May 2021, announced plans to continue progress toward resuming standard operation levels. Should the FDA determine that an inspection is necessary for approval and an inspection cannot be completed during the review cycle due to restrictions on travel, and the FDA does not determine a remote interactive evaluation to be adequate, the agency has stated that it generally intends to issue, depending on the circumstances, a complete response letter or defer action on the application until an inspection can be completed. In July 2021, During the FDA issued a Q&A to further illustrate the actions that it may take when it cannot inspect a facility due to factors including travel restrictions. In 2020 and 2021, COVID-19 pandemic, a number of companies announced receipt of complete response letters due to the FDA's inability to complete required inspections for their applications. Regulatory authorities outside the U.S. may adopt similar restrictions or other policy measures in response to the ongoing COVID-19 pandemic and may experience delays in their regulatory activities. If the FDA or other health authorities are delayed or unable to complete required regulatory inspections of our development activities, regulatory filings or manufacturing operations, or we do not satisfactorily complete such inspections, our business could be materially harmed.

We are currently conducting and may in the future conduct clinical trials for our drug candidates outside the U.S., and the FDA and comparable foreign regulatory authorities may not accept data from such trials.

We are currently conducting and may in the future conduct clinical trials for our drug candidates outside the U.S., including in China. The acceptance of data from clinical trials conducted outside the U.S. or another jurisdiction by the FDA or comparable foreign regulatory authority may be subject to certain conditions or may not be accepted at all. The FDA will generally not consider the data from a foreign clinical trial not conducted under an IND unless (i) the trial was well-designed and well-conducted in accordance with GCP requirements, including requirements for the design, conduct, performance, monitoring, auditing, recording, analysis, and reporting of clinical trials in a way that provides assurance that the data and reported results are credible and accurate and that the rights, safety, and well-being of trial subjects are protected, and (ii) the FDA is able to validate the data from the trial through an onsite inspection, if necessary. In cases where data from foreign clinical trials are intended to serve as the sole basis for marketing approval in the U.S., the FDA will generally not approve the application on the basis of foreign data alone unless (i) the data are applicable to the U.S. population and U.S. medical practice; (ii) the trials were performed by clinical investigators of recognized competence; and (iii) the data may be considered valid without the need for an on-site inspection by the FDA or, if the FDA considers such as inspection to be necessary, the FDA is able to validate the data through an on-site inspection or other appropriate means. Additionally, the FDA's clinical trial requirements, including sufficient size of patient populations and statistical powering must be met. Many foreign regulatory authorities have similar approval requirements. In addition, such foreign trials would be subject to the applicable local laws of the foreign jurisdictions where the trials are conducted. There can be no assurance that the FDA or any comparable foreign regulatory authority will accept data from trials conducted outside of the U.S. or the applicable jurisdiction. If the FDA or any comparable foreign regulatory authority does not accept such data, it would result in the need for additional trials, which could be costly and time-consuming, and which may result in drug candidates that we may develop not receiving approval for commercialization in the applicable jurisdiction.

Our medicines and any future approved drug candidates will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expense and we may be subject to penalties if we fail to comply with regulatory requirements or experience unanticipated problems with our medicines and drug candidates.

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Our medicines and any additional drug candidates that are approved will be subject to ongoing regulatory requirements for manufacturing, labeling, packaging, storage, advertising, promotion, sampling, record-keeping, conduct of post-marketing studies, and submission of safety, efficacy, and other post-marketing information, including both federal and state requirements in the United States and requirements of comparable regulatory authorities in China, Europe and other regions. As such, we and our collaborators will be subject to ongoing review and periodic inspections to assess compliance with applicable post-approval regulations. Additionally, to the extent we want to make certain changes to the approved medicines, product labeling, or manufacturing processes, we will need to submit new applications or supplements to regulatory authorities for approval.

Manufacturers and manufacturers' facilities are required to comply with extensive FDA, NMPA, EMA and comparable regulatory authority requirements, including, in the United States, ensuring that quality control and manufacturing procedures conform to GMP regulations. As such, we and our contract manufacturers are and will be subject to continual review and inspections to assess compliance with GMP and adherence to commitments made in any NDA, BLA or BLA, other marketing application, and previous responses to any inspection observations. Accordingly, we and others with whom we work must continue to expend time, money and effort in all areas of regulatory compliance, including manufacturing, production and quality control. The failure to comply with these requirements could have a material adverse effect on our business. For

example, on March 25, 2020, the NMPA suspended the importation, sales and use of ABRAXANE® in China supplied to us by BMS, and the drug was subsequently recalled by BMS and is not currently available for sale in China. This suspension was based on inspection findings at BMS's contract manufacturing facility in the United States. Additionally, in October 2021, BMS provided 180-days' notice to us, which we dispute, purporting to terminate our license to market ABRAXANE® in China. We have not had any sales of ABRAXANE® since the suspension and do not expect future revenue from ABRAXANE®. We have initiated an arbitration proceeding against BMS asserting that it has breached and continues to breach the terms and conditions of the license and supply agreement. ABRAXANE. For additional information, please see the section of this report Annual Report titled "Legal Proceedings".

The regulatory approvals for our medicines and any approvals that we receive for our drug candidates are and may be subject to limitations on the approved indicated uses for which the medicine may be marketed or to the conditions of approval, which could adversely affect the medicine's commercial potential or contain requirements for potentially costly post-marketing testing and surveillance to monitor the safety and efficacy of the medicine or drug candidate. The FDA, NMPA, EMA or comparable regulatory authorities may also require a REMS program or comparable program as a condition of approval of our drug candidates or following approval, as is the case with REVLIMID®. In addition, if the FDA, NMPA, EMA or a comparable regulatory authority approves our drug candidates, we will have to comply with requirements including, for example, submissions of safety and other post-marketing information and reports, establishment registration, as well as continued compliance with GMP and good clinical practice (GCP) ("GCP") for any clinical trials that we conduct post-approval.

The FDA, NMPA, EMA or comparable regulatory authorities may seek to impose a consent decree or withdraw marketing approval if compliance with regulatory requirements is not maintained or if problems occur after the drug reaches the market. Later discovery of previously unknown problems with our medicines or drug candidates or with our drug's manufacturing processes, or failure to comply with regulatory requirements, may result in revisions to the approved labeling to add new safety information; imposition of post-market studies or clinical studies to assess new safety risks; or imposition of distribution restrictions or other restrictions under a REMS program. Other potential consequences include, among other things:

- restrictions on the marketing or manufacturing of our medicines, withdrawal of the product from the market, or voluntary or mandatory product recalls;
- fines, untitled or warning letters, or holds on clinical trials;
- refusal by the FDA, NMPA, EMA or comparable regulatory authorities to approve pending applications or supplements to approved applications filed by us or suspension or revocation of license approvals or withdrawal of approvals;
- product seizure or detention, or refusal to permit the import or export of our medicines and drug candidates; and
- injunctions or the imposition of civil or criminal penalties.

The FDA, NMPA, EMA and other regulatory authorities strictly regulate the marketing, labeling, advertising and promotion of products that are placed on the market. Drugs may be promoted only for their approved indications and for use in accordance with the provisions of the approved label. The FDA, NMPA, EMA and other regulatory authorities actively enforce the laws and regulations prohibiting the promotion of off-label uses, and a company that is found to have improperly promoted off-label uses may be subject to significant liability. The policies of the FDA, NMPA, EMA and of other regulatory authorities may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our drug candidates. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the United States or abroad, particularly in China, where the regulatory environment is constantly evolving. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any regulatory approval that we may have obtained and we may not achieve or sustain profitability.

In addition, if we obtain accelerated approval or conditional approval of any of our drug candidates, as we have done with the accelerated approval of BRUKINSA® in the United States and China and certain approvals of tislelizumab, pamiparib, XGEVA,®, BLINCYTO,®, KYPROLIS® and QARZIBA® in China, we will be required to conduct a confirmatory study to verify the predicted clinical benefit and may also be required to conduct post-marketing safety studies. Other comparable regulatory authorities may have similar requirements. The results from Food and Drug Omnibus Reform Act of 2022 ("FDORA") recently granted the FDA the authority to require, as appropriate, that a post-approval confirmatory study may not support or studies be underway prior to granting accelerated approval or within a specified time period after the date accelerated approval is granted. FDORA also gave the FDA increased authority to withdraw approval of a drug granted accelerated approval on an expedited basis if the sponsor fails to conduct such studies in a timely manner or such studies fail to verify clinical benefit, which could result in the approval being withdrawn. benefit. While operating under accelerated approval, we will be subject to certain restrictions that we would not be subject to upon receiving regular approval.

For example, the FDA generally requires that all advertising and promotional materials be submitted to the FDA for review prior to dissemination or publication for products receiving accelerated approval, which could adversely impact the timing of the commercial launch of the product.

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Even if we are able to commercialize our medicines and any approved drug candidates, the medicines may become subject to unfavorable pricing regulations or third-party reimbursement practices or healthcare reform initiatives, which could harm our business.

The regulations that govern regulatory approvals, pricing and reimbursement for new therapeutic products vary widely from country to country. Historically, products launched in Europe do not follow price structures of the U.S. and generally prices tend to be significantly lower. Countries in Europe provide options to restrict the range of medicinal products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. To obtain reimbursement or pricing approval, some of these countries may require the completion of clinical trials that compare the cost effectiveness of a particular product candidate to currently available therapies. Countries may approve a specific price for the medicinal product or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the medicinal product on the market.

Some countries require approval of the sale price of a drug before it can be marketed. In many countries, the pricing review period begins after marketing or licensing approval is granted. In some non-U.S. markets, prescription pharmaceutical pricing remains subject to continuing governmental control even after initial approval is granted. As a result, we might obtain regulatory approval for a drug in a particular country, but then be subject to price regulations that delay our commercial launch of the drug and negatively impact our revenues and results of operations.

Our ability to commercialize our medicines successfully also will depend in part on the extent to which reimbursement for these medicines and related treatments will be available on adequate terms, or at all, from government health administration authorities, private health insurers and other organizations. See "— For additional information, please see the section of this Annual Report titled "Part I — Item 1A — Risk Factors Risks Related to Clinical Development and Commercialization of Our Medicines and Drug Candidates — If we or any third parties with which we may collaborate to market and sell our medicines are unable to achieve and maintain coverage and adequate level of reimbursement, our commercial success and business operations could be adversely affected."

Net prices for drugs may be reduced by mandatory discounts or rebates required by government healthcare programs or private payors and by any future relaxation of laws that presently restrict imports of drugs from countries where they may be sold at lower prices than in the United States. Increasingly, third-party payors are requiring that drug companies provide them with predetermined discounts from list prices and are challenging the prices charged for medical products. We cannot be sure that reimbursement will be available for any medicine that we commercialize and, if reimbursement is available, the level of reimbursement. In addition, many pharmaceutical manufacturers must calculate and report certain price reporting metrics to the government, such as ASP and best price. Penalties may apply in some cases when such metrics are not submitted accurately and timely. Further, these prices for drugs may be reduced by mandatory discounts or rebates required by government healthcare programs.

Furthermore, there continues to be scrutiny from federal and state governments over the way drug manufacturers set prices for their marketed products. For example, there are ongoing Congressional investigations, legislation, and regulations to, among other things, bring more transparency to drug pricing, set patient spending caps for Medicare beneficiaries, , reduce the cost of prescription drugs under Medicare, review the relationship between pricing and manufacturer's patient programs, reform federal and state government program reimbursement methodologies for drug products, allow importation of lower-priced drugs from Canada, and set prices based on international reference pricing in other countries. While some of these measures can be done through agency rulemaking, most will require statutory changes by Congress. While addressing drug pricing and patient affordability remains a top priority for Congress, it remains to be seen if any agreement can be reached on a legislative solution. It is therefore unclear if any regulations or legislation will be enacted to implement changes to drug pricing or federal and state government reimbursement programs or what the impact of such changes on the marketing approvals of our drug candidates, if any, may be.

In China, the government launched a national program for volume-based, centralized drug procurement with minimum quantity commitments in an attempt to negotiate lower prices from drug manufacturers and reduce the price of drugs. Under the

program, one of the key determining factors for a successful bid is the price. The government will award a contract to the lowest bidders who are able to satisfy the quality and quantity requirements. The successful bidders will be guaranteed a sale volume for at least a year. A volume guarantee gives the winner an opportunity to gain or increase market share. The volume guarantee is intended to make manufacturers more willing to cut their prices to win a bid. It may also enable manufacturers to lower their distribution and commercial costs. Many types of drugs are covered under the program, including drugs made by international pharmaceutical companies and generics made by domestic Chinese manufacturers. For example, in January 2020, ABRAXANE® and its generic forms were included in the program. We won the bid and became one of the three companies who were awarded a government contract, with a price for sales of ABRAXANE® under the government contract that would have been significantly lower than the price that we had been charging. On March 25, 2020, the NHSA removed ABRAXANE® from the volume-based procurement list due to the NMPA's decision to suspend the importation, sales and use of

ABRAXANE,®, which has adversely impacted our business and results of operations. In August 2020, VIDAZA® and its generic forms were included for bidding in the program. We did not win the bid for VIDAZA,®, which has resulted in the drug being restricted from use in public hospitals, which account for a large portion of the market, and a decline in sales revenue. Moreover, the program may change how generic drugs are priced and procured in China and is likely to accelerate the replacement of originator drugs with generics. We cannot be sure whether there will be any changes to the program in the future. The implementation of the program may negatively impact our existing commercial operations in China as well as our strategies on how to commercialize our drugs in China, which could have a material adverse effect on our business, financial condition and results of operations.

Increasingly, third-party payors are requiring that companies provide them with predetermined discounts from list prices and are challenging the prices charged for medical products. We cannot be sure that reimbursement will be available for any medicine that we commercialize and, if reimbursement is available, what the level of reimbursement will be. Reimbursement may impact the demand for, or the price of, any medicine which we commercialize. Obtaining or maintaining reimbursement for our medicines may be particularly difficult because of the higher prices often associated with drugs administered under the supervision of a physician. If

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reimbursement is not available or is available only to limited levels, we may not be able to successfully commercialize any drug and drug candidate that we in-license or successfully develop.

We intend to seek approval to market our drug candidates in the United States, China, Europe and in other jurisdictions. In some non-U.S. countries, for example those in Europe, the pricing of drugs and biologics is subject to governmental control, which can take considerable time even after obtaining regulatory approval. Market acceptance and sales of our medicines will depend significantly on the availability of adequate coverage and reimbursement from third-party payors for drugs and may be affected by existing and future health care reform measures.

Although China adopted changes to its patent law to include patent term extension and an early resolution mechanism for pharmaceutical patent disputes, starting in June 2021, key provisions of the law remain unclear and/or subject to implementing regulations. The absence of effective regulatory exclusivity for pharmaceutical products in China could further increase the risk of early generic or biosimilar competition with our medicines in China.

In the United States, a law commonly referred to as "Hatch-Waxman" "Hatch-Waxman Act" provides the opportunity for patent-term restoration of up to five years to reflect patent term lost during certain portions of product development and the FDA regulatory review process. The Hatch-Waxman law Act also provides for patent linkage, pursuant to which FDA will stay approval of certain follow-on new drug applications during the pendency of litigation between the follow-on applicant and the patent holder or licensee, for a period of up to 30 months. Finally, the Hatch-Waxman law Act provides for regulatory exclusivity that can prevent submission or approval of certain follow-on marketing applications. For example, U.S. law provides a five-year period of exclusivity to the first applicant to obtain approval of a new chemical entity and three years of exclusivity protecting certain innovations to previously approved active ingredients where the applicant was required to conduct new clinical trials to obtain approval for the modification. Similarly, the Orphan Drug Act provides seven years of market exclusivity for certain drugs to treat rare diseases. These provisions, which are designed to promote innovation, can prevent competing products from entering the market for a certain period of time after marketing approval for the innovative product.

In China, however, laws on data exclusivity (referred to as regulatory data protection) are still developing. The PRC Patent Law (as amended in 2020, the "Amended PRC Patent Law"), which became effective on June 1, 2021, contains both patent term extension and a mechanism for early resolution of patent disputes. Accordingly, NMPA and NIPA jointly issued the Implementation Measures for the Early Settlement Mechanism of Drug Patent Disputes (for Trial Implementation), which became effective on July 4, 2021. However, the provisions for patent term extension are unclear and/or remain subject to the approval of implementing regulations that are still in draft form or have not yet been proposed, leading to uncertainty about their scope and implementation.

Until the relevant implementing regulations for patent term extension in the Amended PRC Patent Law are implemented, and until data exclusivity is adopted and implemented, we may be subject to earlier generic or biosimilar competition in China than in the United States and other jurisdictions with stronger regulatory data protection for pharmaceutical products.

The manufacturing facilities for our medicines and drug candidates are subject to rigorous regulations and failure to obtain or maintain regulatory approvals or operate in line with established GMPs and international best practices could delay or impair our ability to commercialize our medicines or drug candidates.

We and the third-party manufacturers of our medicines and drug candidates are subject to applicable GMPs prescribed by the FDA and other rules and regulations prescribed by the NMPA, EMA and other regulatory authorities. To obtain FDA, NMPA and EMA approval for our drug candidates in the United States, China and Europe, we need to undergo strict pre-approval inspections of our or our third-party manufacturing facilities located in China and elsewhere. Historically, some manufacturing facilities in China have had difficulty meeting the FDA's, NMPA's or EMA's standards. When inspecting our or our contractors' manufacturing facilities, the FDA, NMPA or EMA might cite GMP deficiencies, both minor and significant, which we may not be required to disclose. Remediating deficiencies can be laborious and costly and consume significant periods of time. Moreover, if the FDA, NMPA or EMA notes deficiencies as a result of its inspection, it will generally reinspect the facility to determine if the deficiency has been remediated to its satisfaction. The FDA, NMPA or EMA may note further deficiencies as a result of its reinspection, either related to the previously identified deficiency or otherwise. If we or the manufacturers of our drug candidates cannot satisfy the FDA, NMPA and EMA as to compliance with GMP on a timely basis, marketing approval for our drug candidates could be seriously delayed, which in turn would delay commercialization of our drug candidates, or we may not be able to commercialize our medicines or drug candidates.

Undesirable adverse events caused by our medicines and drug candidates could interrupt, delay or halt clinical trials, delay or prevent regulatory approval, limit the commercial profile of an approved label, or result in significant negative consequences following any regulatory approval.

Undesirable adverse events (AEs) ("AEs") caused by our medicines and drug candidates could cause us or regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label or the delay or denial of regulatory approval, or could result in limitations or withdrawal following approvals. If the conduct or results of our trials or patient experience following approval reveal a high and unacceptable severity or prevalence of AEs, our trials could be suspended or terminated and regulatory authorities could order us to cease further development of, or deny approval of, our drug candidates or require us to cease commercialization following approval.

As is typical in the development of pharmaceutical products, drug-related AEs and serious AEs (SAEs) ("SAEs") have been reported in our clinical trials. Some of these events have led to patient deaths. Drug-related AEs or SAEs could affect patient recruitment or the ability of enrolled subjects to complete the trial and could result in product liability claims. Any of these occurrences may harm our reputation, business, financial condition and prospects significantly. In our periodic and current reports filed with the SEC and our press releases and scientific and medical presentations released from time to time we disclose clinical results for our drug candidates, including the occurrence of AEs and SAEs. Each such disclosure speaks only as of the date of the data cutoff used in such report, and we undertake no duty to update such information unless required by applicable law. Also, a number of immune-related adverse events (IRAEs) ("IRAEs") have been associated with treatment with checkpoint inhibitors such as tislelizumab, including immune-mediated pneumonitis, colitis, hepatitis, endocrinopathies, nephritis and renal dysfunction, skin adverse reactions, and encephalitis. These IRAEs may be more common in certain patient populations (potentially including elderly patients) and may be exacerbated when checkpoint inhibitors are combined with other therapies.

Additionally, undesirable side effects caused by our medicines and drug candidates, or caused by our medicines and drug candidates when used in combination with other drugs, could potentially cause significant negative consequences, including:

- regulatory authorities could delay or halt pending clinical trials;
- we may suspend, delay or alter development of the drug candidate or marketing of the medicine;
- regulatory authorities may withdraw approvals or revoke licenses of the medicine, or we may determine to do so even if not required;
- regulatory authorities may require additional warnings on the label;

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- we may be required to implement a Risk Evaluation Mitigation Strategy (REMS) ("REMS") for the drug, as is the case with REVLIMID,®, or, if a REMS is already in place, to incorporate additional requirements under the REMS, or to develop a similar strategy as required by a regulatory authority;
- we may be required to conduct post-marketing studies; and
- we could be sued and held liable for harm caused to subjects or patients.

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

If safety, efficacy, or other issues arise with any medical product that is used in combination with our medicines, we may be unable to market such medicine or may experience significant regulatory delays or supply shortages, and our business could be materially harmed.

We plan to develop certain of our medicines and drug candidates for use as a combination therapy. If a regulatory authority revokes its approval of the other therapeutic that we use in combination with our medicines or drug candidates, we will not be able to market our medicines or drug candidates in combination with such revoked therapeutic. If safety or efficacy issues arise with these or other therapeutics that we seek to combine with our medicines and drug candidates in the future, we may experience significant regulatory delays, and we may be required to redesign or terminate the applicable clinical trials. In addition, if manufacturing or other issues result in a supply shortage of any component of our combination medicines or drug candidates, we may not be able to complete clinical development of our drug candidates on our current timeline or at all, or we may experience disruptions in the commercialization of our approved medicines. For example, we have in-licensed drug candidates from third parties to conduct clinical trials in combination with our drug candidates. We may rely on those third parties to manufacture the in-licensed drug candidates and may not have control over their manufacturing process. If these third parties encounter any manufacturing difficulties, disruptions or delays and are not able to supply sufficient quantities of drug candidates, our drug combination study program may be delayed. For additional information, please see the section of this Annual Report titled “Part I — Item 1A — Risk Factors — Risks Related to Our Reliance on Third Parties — We rely on third parties to manufacture some of our commercial and clinical drug supplies. Our business could be harmed if those third parties fail to provide us with sufficient quantities of product or fail to do so at acceptable quality levels or prices.”

Recently enacted and future legislation may increase the difficulty and cost for us to obtain regulatory approval of and commercialize our medicines and drug candidates and affect the prices we may obtain.

In the United States, China, Europe and some other jurisdictions, there have been a number of legislative and regulatory changes and proposed changes regarding healthcare that could prevent or delay regulatory approval of our drug candidates, restrict or regulate post-approval activities and affect our ability to profitably sell our medicines and any drug candidates for which we obtain regulatory approval. We expect that healthcare reform measures may result in more rigorous coverage criteria and in additional downward pressure on the price that we receive for any approved medicine. For example, in August 2022, the Inflation Reduction Act of 2022 (the "IRA") was signed into law. The IRA includes several provisions that may impact our business to varying degrees, including provisions that create a $2,000 out-of-pocket cap for Medicare Part D beneficiaries, impose new manufacturer financial liability on all drugs in Medicare Part D, allow the U.S. government to negotiate Medicare Part B and Part D pricing for certain high-cost drugs and biologics without generic or biosimilar competition, require companies to pay rebates to Medicare for drug prices that increase faster than inflation, and delay the rebate rule that would require pass through of pharmacy benefit manager rebates to beneficiaries. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability, or commercialize our medicines and drug candidates. For additional information, please see the section of this Annual Report titled “Part I — Item 1 — Business – Government Regulation – Healthcare Reform.”

Legislative and regulatory proposals have been made to expand post-approval requirements and restrict sales and promotional activities for pharmaceutical products. We cannot be sure whether additional legislative changes will be enacted, or whether any regulations, guidance or interpretations will be changed, or what the impact of such changes on the regulatory approvals of our medicines and drug candidates may be.

For example, in the United States, there have been numerous judicial, administrative, executive, and legislative challenges to certain aspects of the Affordable Care Act, (the ACA), and there could be additional challenges and amendments to the ACA Affordable Care Act in the future, which could have a material adverse impact on our business, results of operations and financial condition.

Risks Related to Our Financial Position and Need for Additional Capital

We have incurred significant net losses since our inception and anticipate that we will continue to incur net losses for the foreseeable future and may not become profitable.

Investment in pharmaceutical drug development is highly capital-intensive and speculative. It entails substantial upfront capital expenditures and significant risk that a drug candidate will fail to gain regulatory approval or become commercially viable. We continue to incur significant expenses related to our ongoing operations. As a result, we have incurred losses in each period since our inception, except in the third quarter of 2017 and the first quarter of 2021, when we were profitable due to revenue recognized from an up-front license fee fees from collaboration agreements. As of December 31, 2021 December 31, 2022, we had an accumulated deficit of $5.0 billion $7.1 billion. Substantially all of our operating losses have resulted from costs incurred in connection with our research and development programs and from selling, general and administrative expenses associated with our operations.

We expect to continue to incur losses for the foreseeable future, and although we expect these losses to increase decrease in the near term as product sales growth exceeds expense growth. We expect expenses to continue to increase as we continue and to expand our development of, and seek regulatory approvals for, our drug candidates, and our manufacturing facilities, commercialize our medicines and launch new medicines, if approved, maintain and expand regulatory approvals, contribute up to $1.25 billion to the global development of a portfolio of Amgen pipeline assets under our collaboration agreement, and commercialize the medicines that we have licensed from Amgen, BMS and other parties and any other medicines that we may successfully develop or license. Typically, it takes many years to develop one new drug from the time it is discovered to when it is available for treating patients. In addition, we will continue to incur costs associated with operating as a public company. We will also incur costs in support of our growth as a commercial-stage global biotechnology company. The size of our future net losses will depend, in part, on the number and scope of our drug development programs and the

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associated costs of those programs, the cost of our manufacturing activities, the cost of commercializing our approved products, our ability to generate revenues and the timing and amount of milestones and other payments we make or receive with arrangements with third parties. If we fail to achieve market acceptance for our medicines or any of our if promising drug candidates fail in clinical trials or do not gain regulatory approval, or if approved, fail to achieve market acceptance, we may never become profitable. Even if we achieve profitability in the future, we may not be able to sustain profitability in subsequent periods. Our failure to become and remain profitable would decrease the value of our company and could impair our ability to raise capital,

maintain our research, development, manufacturing and commercialization efforts, expand our business or continue our operations.

We have limited experience in obtaining regulatory approvals and commercializing pharmaceutical products, which may make it difficult to evaluate our current business and predict our future performance.

We have limited experience in completing large-scale, pivotal or registrational clinical trials and obtaining, maintaining or expanding regulatory approvals for our medicines and drug candidates. Additionally, we have limited experience in manufacturing, sales, marketing or distribution of pharmaceutical products. We became a commercial-stage company in 2017, with the in-license of medicines in China from BMS, and received the first approvals for our internally developed drug candidates in late 2019 in the United States, in 2020 in China, and in 2021 in Europe. Our limited experience operating as a commercial-stage company may make it difficult to evaluate our current business and reliably predict our future performance. We may encounter unforeseen expenses, difficulties, complications, delays and other known and unknown factors. If we do not address these risks and difficulties successfully, our business will suffer.

We may need to obtain additional financing to fund our operations, and if we are unable to obtain such financing, we may be unable to complete the development of our drug candidates or achieve profitability.

Our portfolio of drug candidates will require the completion of clinical development, regulatory review, scale up and availability of manufacturing resources, significant marketing efforts and substantial investment before they can provide us with product sales revenue. Additionally, we are investing in the manufacturing and commercialization of our approved medicines. Our operations have consumed substantial amounts of cash since inception. Our operating activities used $1.3 billion $1.5 billion, $1.3 billion and $750.3 million $1.3 billion of net cash during the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019, 2020, respectively. We recorded negative net cash flows from operating activities in 2022, 2021 2020 and 2019 2020 primarily due to our net losses of $1.4 billion $2.0 billion, $1.6 billion $1.5 billion and $950.6 million $1.6 billion, respectively. Although we recorded positive net cash flows from operating activities in 2017, primarily due to the upfront fees received from the BMS collaboration, we cannot assure you that we will be able to generate positive cash flows from operating activities in the future.

Our liquidity and financial condition may be materially and adversely affected by the negative net cash flows, and we cannot assure you that we will have sufficient cash from other sources to fund our operations. If we resort to other financing activities to generate additional cash, we will incur financing costs and we cannot guarantee that we will be able to obtain the financing on terms acceptable to us, or at all, and if we raise financing by issuing further equity securities your interest in our company may be diluted. If we have negative operating cash flows in the future, our liquidity and financial condition may be materially and adversely affected.

We expect to continue to spend substantial amounts on drug discovery, advancing the clinical development of our drug candidates, contributing to the global development of a portfolio of Amgen pipeline assets, developing our manufacturing capabilities and securing drug supply, and launching and commercializing our and our collaborators' medicines and any additional drug candidates for which we receive regulatory approval, including building and maintaining a commercial organization to address markets in China, the United States and other countries.

Since September 2017, we have generated revenues from the sale of medicines in China licensed from BMS, and since the fourth quarter of 2019, we have generated revenues from our internally developed medicines. These revenues are not sufficient to support our operations. Although it is difficult to predict our liquidity requirements, based upon our current operating plan, we believe that we have sufficient cash, cash equivalents and short-term investments to meet our projected operating requirements for at least the next 12 months. However, we believe that our existing cash, cash equivalents and short-term investments may not be sufficient to enable us to complete all global development or launch all of our current medicines and drug candidates for the currently anticipated indications and to invest in additional programs. Accordingly, we may require further funding through public or private offerings, debt financing, collaboration and licensing arrangements or other sources. Our forecast of

With uncertainty in the period of time through which our financial resources will be capital markets, adequate to support our operations is a forward- looking statement and involves risks and uncertainties, and actual results could vary as a result of a number of factors, including the factors discussed elsewhere in this “Risk Factors” section. We have based this estimate on assumptions that may prove to be wrong, and we could exhaust our available capital resources sooner than we currently expect. Our future funding requirements will depend on many factors, including:

- our ability to successfully market our approved medicines;
- the progress, timing, scope and costs of our clinical trials, including the ability to timely enroll patients in our planned and potential future clinical trials;
- the outcome, timing and cost of regulatory approvals of our drug candidates;
- the number and characteristics of medicines and drug candidates that we may in-license and develop;
- the amount and timing of the development, milestone and royalty payments we receive from our collaborators;
- the cost of filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights;

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- selling and marketing costs associated with our medicines and any future drug candidates that may be approved, including the cost and timing of expanding our marketing and sales capabilities;
- the terms and timing of any potential future collaborations, licensing or other arrangements that we may establish;
- cash requirements of any future acquisitions, licensing and/or the development of other medicines and drug candidates;
- the cost and timing of development and completion of commercial-scale internal or outsourced manufacturing activities; and
- our headcount growth and associated costs.

Adequate additional funding may not be available to us on acceptable terms, or at all. If we are unable to raise capital when needed or on attractive terms, we would be forced to delay, reduce or eliminate our research and development programs or commercialization efforts. Our inability to obtain additional funding when we need it could seriously harm our business.

Raising additional capital may cause dilution to our shareholders, restrict our operations or require us to relinquish rights to our technologies or drug candidates.

We may seek additional funding through a combination of equity offerings, debt financings, collaborations and licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest will be diluted, and the terms may include liquidation or other preferences that adversely affect your rights as a holder of our shares. The incurrence of additional indebtedness or the issuance of certain equity securities could result in increased fixed payment obligations and could also result in certain additional restrictive covenants, such as limitations on our ability to incur additional debt or issue additional equity, limitations on our ability to acquire or license intellectual property rights and other operating restrictions that could adversely impact our ability to conduct our business. In addition, issuance of additional equity securities, or the possibility of such issuance, may cause the market price of our shares to decline. In the event that we enter into collaborations or licensing arrangements in order to raise capital, we may be required to accept unfavorable terms, including relinquishing or licensing to a third party on unfavorable terms our rights to technologies or drug candidates that we otherwise would seek to develop or commercialize ourselves or potentially reserve for future potential arrangements when we might be able to achieve more favorable terms.

Fluctuations in exchange rates could result in foreign currency exchange losses and could materially reduce the value of your investment.

We incur portions of our expenses, and derive revenues, in currencies other than the U.S. dollar or Hong Kong dollar, in particular, the RMB, the Euro, and Australian dollar. As a result, we are exposed to foreign currency exchange risk as our results of operations and cash flows are subject to fluctuations in foreign currency exchange rates. We do not regularly engage in hedging transactions to protect against uncertainty in future exchange rates between particular foreign currencies and the U.S. dollar. A decline Fluctuations in the value of the U.S. dollar against currencies in countries in which we operate could have a negative impact on our results of operations. We cannot predict the impact of foreign currency fluctuations, and foreign currency fluctuations in the future may adversely affect our financial condition, results of operations, and cash flows.

The value of the RMB against the U.S. dollar and other currencies may fluctuate and is affected by, among other things, changes in political and economic conditions and the foreign exchange policy proposed or adopted by the PRC, Australia and other governments. It is difficult to predict how market forces or PRC, Australia, other governments outside the U.S. and U.S. government policies may impact the exchange rate of the RMB and the U.S. dollar or any other currencies in the future. There

remains significant international pressure on the China to adopt a more flexible currency policy, including from the U.S. government, which has threatened to label China as a "currency manipulator," which could result in greater fluctuation of the RMB against the U.S. dollar.

Substantially all of our revenues are denominated in U.S. dollars and RMB, our costs are denominated in U.S. dollars, Australian dollars and RMB, and a large portion of our financial assets and a significant portion of our debt is denominated in U.S. dollars and RMB. To the extent that we need to convert U.S. dollars into RMB for our operations, appreciation of the RMB against the U.S. dollar would have an adverse effect on the RMB amount we would receive. Conversely, if we decide to convert RMB into U.S. dollars for the purpose of making payments for dividends or for other business purposes, appreciation of the U.S. dollar against the RMB would have a negative effect on the U.S. dollar amount we would receive.

In addition, there are limited instruments available for us to reduce our foreign currency risk exposure at reasonable costs. Furthermore, we are also currently required to obtain the Chinese approval from or registration with appropriate government approval authorities or designated banks before converting significant sums of foreign currencies into RMB. All of these factors could materially and adversely affect our business, financial condition, results of operations, and prospects, and could reduce the value of, and any dividends payable on, our shares in foreign currency terms.

Our business, profitability and liquidity may be adversely affected by deterioration in the credit quality of, or defaults by, our distributors and customers, and an impairment in the carrying value of our short-term investments could negatively affect our consolidated results of operations.

We are exposed to the risk that our distributors and customers may default on their obligations to us as a result of bankruptcy, lack of liquidity, operational failure or other reasons. As we continue to expand our business, the amount and duration of our credit exposure will be expected to increase, as will the breadth of the entities to which we have credit exposure. Although we regularly review our credit exposure to specific distributors and customers that we believe may present credit concerns, default risks may arise from events or circumstances that are difficult to detect or foresee.

Also, the carrying amounts of cash and cash equivalents, restricted cash and short-term investments represent the maximum amount of loss due to credit risk. We had cash and cash equivalents of $4.4 billion $3.9 billion, restricted cash of $7.2 million $5.5 million and short-term investments of $2.2 billion at December 31, 2021 $665.3 million as of December 31, 2022, most of which are deposited in financial institutions outside of China. As required by the PRC securities laws, the net proceeds from the STAR Offering must be used in strict compliance with the planned uses as disclosed in the PRC prospectus for the STAR Offering as well as our proceeds management policy for the STAR Offering approved by our board of directors. Although our cash and cash equivalents in China are deposited with various major reputable financial institutions, the deposits placed with these financial institutions are not protected by statutory or commercial insurance. In the event of bankruptcy of one of these financial institutions, we may be unlikely to claim our deposits back in full. As of December 31, 2021 December 31, 2022, our short-term investments consisted of U.S. Treasury securities.

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Although we believe that the U.S. Treasury securities are of high credit quality and continually monitor the credit worthiness of these institutions, concerns about, or a default by, one institution in the U.S. market, could lead to significant liquidity problems, losses or defaults by other institutions, which in turn could adversely affect us.

Risks Related to Our Intellectual Property

If we are unable to obtain and maintain patent protection for our medicines and drug candidates through intellectual property rights, or if the scope of such intellectual property rights is not sufficiently broad, third parties may compete against us.

Our success depends in large part on our ability to protect our medicines, drug candidates and proprietary technology from competition by obtaining, maintaining and enforcing our intellectual property rights, including patent rights. We seek to protect the medicines, drug candidates and technology that we consider commercially important by filing patent applications in the United States, the PRC, Europe and other territories, relying on trade secrets or pharmaceutical regulatory protection or employing a combination of these methods. This process is expensive and time-consuming, and we may not be able to file, prosecute, maintain, enforce or license all necessary or desirable patents and/or patent applications at a reasonable cost or in a timely manner. As a result, we may not be able to prevent competitors from developing and commercializing competitive drugs in all such fields and territories.

Patents may be invalidated and patent applications may not be granted for a number of reasons, including known or unknown prior art, deficiencies in the patent applications or the lack of novelty of the underlying invention or technology. It is also possible that we will fail to identify patentable aspects of our research and development output in time to obtain patent protection. Although we enter into non-disclosure and confidentiality agreements with parties who have access to confidential or patentable aspects of our research and development output, such as our employees, corporate collaborators, outside scientific collaborators, contract manufacturers, consultants, advisors and any other third parties, any of these parties may breach such agreements and disclose such output before a patent application is filed, thereby jeopardizing our ability to seek patent protection. In addition, publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions are typically not published until 18 months after filing, or in some cases, not at all. Therefore, we cannot be certain that we were the first to make the inventions claimed in our patents or pending patent applications or that we were the first to file for patent protection of such inventions. Furthermore, the PRC and the United States have adopted the “first-to-file” system under which whoever first files a patent application will be awarded the patent if all other patentability requirements are met. Under the first-to-file system, third parties may be granted a patent relating to a technology which we invented.

In addition, under the PRC Patent Law, any organization or individual that applies for a patent in a foreign country for an invention or utility model accomplished in China is required to report to the National Intellectual Property Administration, or NIPA, for security examination. Otherwise, if an application is later filed in China, the patent right will not be granted.

The coverage claimed in a patent application can be significantly reduced before the patent is issued, and its scope can be reinterpreted after issuance. Even if patent applications we license or own currently or in the future issue as patents, they may not issue in a form that will provide us with any meaningful protection, prevent competitors or other third parties from competing with us, or otherwise provide us with any competitive advantage. In addition, the patent position of biotechnology and pharmaceutical companies generally is highly uncertain, involves complex legal and factual questions, and has been the subject of much litigation in recent years. As a result, the issuance, scope, validity, enforceability and commercial value of our patent rights are highly uncertain.

The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our patents may be challenged in the courts or patent offices in the United States, the PRC and other countries. We may be subject to a third-party preissuance submission of prior art to the United States Patent and Trademark Office (the USPTO) "USPTO") or become involved in opposition, derivation, revocation, re-examination, post-grant and *inter partes* review, or interference proceedings or similar proceedings in foreign jurisdictions challenging our patent rights or the patent rights of others. An adverse determination in any such submission, proceeding or litigation could reduce the scope of, or invalidate, our patent rights, allow third parties to commercialize our medicines or drug candidates and compete directly with us without payment to us, or result in our inability to manufacture or commercialize medicines or drug candidates without infringing, misappropriating or otherwise violating third-party patent rights. Moreover, we may have to participate in interference proceedings declared by the USPTO to determine priority of invention or in post-grant challenge proceedings, such as oppositions in a foreign patent office, that challenge the priority of our invention or other features of patentability of our patents and patent applications. Such challenges may result in loss of patent rights, loss of exclusivity, or in patent claims being narrowed, invalidated, or held unenforceable, which could limit our ability to stop others from using or commercializing similar or identical technology and products, or limit the duration of the patent protection of our technology, medicines, and drug candidates. Such proceedings also may result in substantial costs and require significant time from our scientists and management, even if the eventual outcome is favorable to us. Consequently, we do not know whether any of our medicines or drug candidates will be protectable or remain protected by valid and enforceable patents. Our competitors or other third parties may be able to circumvent our patents by developing similar or alternative technologies or products in a non-infringing manner.

Furthermore, although various extensions may be available, the life of a patent and the protection it affords, is limited. For example, the approved cancer therapies we have licensed from BMS in China face competition from generic medications, and we may face similar competition for our approved medicines even if we successfully obtain patent protection. Manufacturers of generic drugs may challenge the scope, validity or enforceability of our patents, and we may not be successful in enforcing or defending those intellectual property rights and, as a result, may not be able to develop or market the relevant product exclusively, which would have a material adverse effect on any potential sales of that product. The issued patents and pending patent applications, if issued, for our medicines and drug candidates are expected to expire on various dates as described in “Part I-Item 1-Business-Intellectual Property” of our this Annual Report. Upon the expiration of our issued patents or patents that may issue from our pending patent applications, we will not be able to assert such patent rights against potential competitors and our business and results of operations may be adversely affected.

Given the amount of time required for the development, testing and regulatory review of new drug candidates, patents protecting such drug candidates might expire before or shortly after such drug candidates are commercialized. As a result, our patents and patent applications may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours. Moreover, some of our patents and patent applications are, and may in the future be, co-owned with or licensed from third parties. If we are unable to obtain an exclusive license to any such third-party co-owners’ interest in such patents or patent applications, such co-owners may be able to license their rights to other third parties, including our competitors, and our competitors could market competing products and technology. In addition, we may need the cooperation of any such co-owners or the licensors of our patents in order to enforce such patents against third parties, and such cooperation may not be provided to us. Any of the foregoing could have a material adverse effect on our competitive position, business, financial conditions, results of operations, and prospects.

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We may not be able to protect our intellectual property rights throughout the world. If we fail to adequately protect our intellectual property rights, our competitive position could be impaired and our business could be materially harmed.

Filing, prosecuting, maintaining and defending patents on drugs or drug candidates in all countries throughout the world could be prohibitively expensive for us, and our intellectual property rights in some countries can have a different scope and strength than in the United States. In addition, the laws of certain countries do not protect intellectual property rights to the same extent as U.S. laws do. do, particularly those relating to biopharmaceutical products. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States, or from selling or importing drugs made using our inventions in and into the United States or other jurisdictions. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own drugs and further, may export otherwise infringing drugs to non-U.S. jurisdictions where we have patent protection, but where enforcement rights are not as strong as those in the United States. These drugs may compete with our medicines and drug candidates and our patent rights or other intellectual property rights may not be effective or adequate to prevent them from competing. In addition, we may not be able to enforce patents that we in-license from third parties, who may delay or decline to enforce patents in the licensed territory.

We currently hold issued trademark registrations and have trademark applications pending, any of which may be the subject of a governmental or third-party objection, which could prevent the maintenance or issuance of the same. If we are unsuccessful in obtaining trademark protection for our primary brands, we may be required to change our brand names, which could materially adversely affect our business. Moreover, as our products mature, our reliance on our trademarks to differentiate us from our competitors will increase, and as a result, if we are unable to prevent third parties from adopting, registering or using trademarks and trade dress that infringe, dilute or otherwise violate our trademark rights, our business could be materially adversely affected.

Many companies have encountered significant problems in protecting and defending intellectual property rights in certain jurisdictions, including China. The legal systems of some countries do not favor the enforcement of patents, trade secrets and other intellectual property, particularly those relating to biopharmaceutical products, which could make it difficult in those jurisdictions for us to stop the infringement or misappropriation of our patents or other intellectual property rights, or the marketing of competing drugs in violation of our proprietary rights.

We may not prevail in any lawsuits that we initiate and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop.

We may become involved in lawsuits to protect or enforce our intellectual property, which could be expensive, time consuming and unsuccessful. Our patent rights relating to our medicines and drug candidates could be found invalid or unenforceable if challenged in court or before government patent authorities.

Competitors may infringe our patent rights or misappropriate or otherwise violate our intellectual property rights. To counter infringement or unauthorized use, litigation may be necessary in the future to enforce or defend our intellectual property rights, to protect our trade secrets or to determine the validity and scope of our own intellectual property rights or the proprietary rights of others. This can be expensive and time consuming. Any claims that we assert against perceived infringers could also provoke these parties to assert counterclaims against us challenging the validity or enforceability of our patents or alleging that we infringe their intellectual property rights.

In addition, generic drug companies may in the future file an Abbreviated New Drug Application ("ANDA") with the FDA seeking approval to market a generic version of our products, or our competitors' products, before the expiration of the patents covering such products, which may trigger ANDA litigation over the associated patent. Settlements and related licensing agreements resulting from ANDA litigation can be challenged and have the potential to generate additional litigation which can be costly. The success of such litigation depends on the strength of the patents covering the branded product and the manufacturer's ability to prove infringement. The outcome of such litigation is inherently uncertain and may result in potential loss of market exclusivity for the product which may have a significant financial impact on product revenue. Furthermore, the Federal Trade Commission ("FTC") has brought lawsuits to challenge ANDA litigation settlements as anti-competitive. If we engage in ANDA litigation, we may also face an FTC challenge with respect to the related settlement which may result in additional expense or penalty.

Many of our current and potential competitors have the ability to dedicate substantially greater resources to enforce and/or defend their intellectual property rights than we can. Accordingly, despite our efforts, we may not be able to prevent third parties from infringing upon or misappropriating our intellectual property. An adverse result in any litigation proceeding could put our patent. patents, as well as any patents that may issue in the future from our pending patent applications, at risk of being invalidated, held unenforceable or interpreted narrowly. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation.

In patent litigation in the United States, defendant counterclaims alleging invalidity or unenforceability are commonplace, and there are numerous grounds upon which a third party can assert invalidity or unenforceability of a patent. Third parties may also raise similar claims before administrative bodies in the United States or abroad, even outside the context of litigation. Such mechanisms include *ex parte* re-examination, *inter partes* review, post-grant review, derivation and equivalent proceedings in non-U.S. jurisdictions, such as opposition proceedings. Such proceedings could result in revocation or amendment to our patents in such a way that they no longer cover and protect our medicines or drug candidates. The outcome following legal assertions of invalidity and unenforceability is unpredictable. With respect to the validity of our patents, for example, we cannot be certain that there is no invalidating prior art of which we, our patent counsel, and the patent examiner were unaware during prosecution. If a defendant were to prevail on a legal assertion of invalidity and/or unenforceability, we would lose at least part, and perhaps all, of the patent protection on our medicines or drug candidates. Such a loss of patent protection could have a material adverse impact on our business.

We may not be able to prevent misappropriation of our trade secrets or confidential information, particularly in countries where the laws may not protect those rights as fully as in the United States.

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If we are sued for infringing intellectual property rights of third parties, such litigation could be costly and time consuming and could prevent or delay us from developing or commercializing our medicines or drug candidates.

Our commercial success depends in part on our avoiding infringement of the valid patents and other intellectual property rights of third parties. We are aware of numerous issued patents and pending patent applications belonging to third parties that exist in fields of our medicines and drug candidates. There may also be third-party patents or patent applications of which we are currently unaware, and given the dynamic area in which we operate, additional patents are likely to issue that relate to aspects of our business. There is a substantial amount of litigation and other claims and proceedings involving patent and other intellectual property rights in the biotechnology and pharmaceutical industries generally. As the biotechnology and pharmaceutical industries expand and more patents are issued, the risk increases that our medicines and drug candidates may give rise to claims of infringement of the patent rights of others.

Third parties may assert that we are using technology in violation of their patent or other proprietary rights. Defense of these claims, regardless of their merit, could involve substantial litigation expense and divert our technical personnel, management personnel, or both from their normal responsibilities. Even in the absence of litigation, we may seek to obtain licenses from third parties to avoid the risks of litigation, and if a license is available, it could impose costly royalty and other fees and expenses on us.

If third parties bring successful claims against us for infringement of their intellectual property rights, we may be subject to injunctive or other equitable relief, which could prevent us from developing and commercializing one or more of our medicines and drug candidates. In the event of a successful claim against us of infringement or misappropriation, or a settlement by us of any such claims, we may have to pay substantial damages, including treble damages and attorneys' fees in the case of willful infringement, pay royalties or redesign our infringing medicines and drug candidates, which may be impossible or require substantial time and cost. In the event of an adverse result in any such litigation, or even in the absence of litigation, we may need to obtain licenses from third parties to advance our research or allow commercialization of our medicines or drug candidates. Any such license might not be available on reasonable terms or at all. In the event that we are unable to obtain such a license, we would be unable to further develop and commercialize one or more of our medicines and drug candidates, which could harm our business significantly. We may also elect to enter into license agreements in order to settle patent infringement claims or to resolve disputes prior to litigation, and any such license agreements may require us to pay royalties and other fees that could significantly harm our business.

We are aware of patents in the U.S. and some other jurisdictions with claims covering certain antibodies that are relevant to tislelizumab for which patents are expected to expire in 2023 or 2024; complexes of irreversible BTK inhibitors that are relevant to BRUKINSA® for which the patent is expected to expire in 2027; the use of PARP inhibitors to treat certain cancers that are relevant to pamiparib for which patents are expected to expire between 2027 and 2031; and the use of TIGIT antagonist in combination with PD-1 binding antagonist to treat cancers that are relevant to the use of ociperlimab in combination with tislelizumab for which patents are expected to expire in 2034. Although we believe that the relevant claims of these patents would likely be held invalid, we can provide no assurance that a court or an administrative agency would agree with our assessment. If the validity of the relevant claims of one or more of these patents were to be upheld upon a validity challenge, and our related medicine was approved for sale in the United States before the expiration of the relevant patents, we would need a license to commercialize the medicine in the United States before the expiration of the relevant patents. In addition, depending upon the circumstances, we may need licenses for jurisdictions outside of the United States where we wish to commercialize a particular medicine before the expiration of corresponding patents covering that medicine. In such cases, we can provide no assurance that we would be able to obtain a license or licenses on commercially reasonable terms or at all, which could materially and adversely affect our business.

Even if litigation or other proceedings are resolved in our favor, there could be public announcements of the results of hearings, motions or other interim proceedings or developments, and if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the market price of our shares. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for development activities or any future sales, marketing or distribution activities. We may not have sufficient financial or other resources to adequately conduct such litigation or proceedings. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their greater financial resources. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could have a material adverse effect on our ability to compete in the marketplace.

Obtaining and maintaining our patent protection depends on compliance with various procedural, document submission, fee payment, and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for noncompliance with these requirements.

Periodic maintenance fees on any issued patent are due to be paid to the USPTO and other patent agencies in several stages over the lifetime of the patent. The USPTO and other patent agencies require compliance with a number of procedural, documentary, fee payment, and other similar provisions during the patent application process. Although an inadvertent lapse can in many cases be cured by payment of a late fee or by other means in accordance with the applicable rules, there are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. Noncompliance events that could result in abandonment or lapse of a patent or patent application include failure to respond to official actions within prescribed time limits, non-payment of fees, and failure to properly legalize and submit formal documents. In any such event, our competitors might be able to enter the market, which would have a material adverse effect on our business.

If we do not obtain patent term extension and regulatory exclusivity for our medicines, our business may be materially harmed.

Depending upon the timing, duration and specifics of FDA marketing approval of our medicines and drug candidates, one or more of our U.S. patents may be eligible for limited patent term extension under the Hatch-Waxman law. Act. However, we may not be granted an extension because of, for example, failing to exercise due diligence during the testing phase or regulatory review process, failing to apply within applicable deadlines, failing to apply prior to expiration of relevant patents, or otherwise failing to satisfy applicable requirements. Moreover, the applicable time period or the scope of patent protection afforded could be less than we request. In addition, although the Amended PRC Patent Law effective on June 1, 2021, includes patent term extension, the patent term extension provision of the law is unclear and/or remains subject to the approval of implementing regulations that are still in draft form or have not yet been proposed, and soliciting comments, leading to uncertainty about its scope and implementation. As a result, the patents we have in the PRC are not yet eligible to be extended for patent term lost during clinical trials and the regulatory review process. If we are unable to obtain patent term extension or term of any such extension is less than we request, our competitors may obtain approval of competing products following our patent expiration, and our business, financial condition, results of operations, and prospects could be materially harmed.

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Changes in patent law could diminish the value of patents in general, thereby impairing our ability to protect our medicines or drug candidates.

The laws and regulations governing patents could change in unpredictable ways that would weaken our ability to obtain new patents or to enforce our existing patents and patents that we might obtain in the future. There could be changes in the laws of foreign jurisdictions that may impact the value of our patent rights or our other intellectual property rights.

If we are unable to protect the confidentiality of our trade secrets, our business and competitive position would be harmed. We may be subject to claims that our employees have wrongfully used or disclosed alleged trade secrets of their former employers.

In addition to our issued patent and pending patent applications, we rely on trade secrets, including unpatented know-how, technology and other proprietary information, to maintain our competitive position and to protect our medicines and drug candidates. We seek to protect these trade secrets, in part, by entering into non-disclosure and confidentiality agreements with parties that have access to them, such as our employees, corporate collaborators, outside scientific collaborators, sponsored researchers, contract manufacturers, consultants, advisors and other third parties. We also enter into confidentiality and invention or patent assignment agreements with our employees and consultants. However, any of these parties may breach such agreements and disclose our proprietary information, and we may not be able to obtain adequate remedies for such breaches. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret can be difficult, expensive and time- consuming, and the outcome is unpredictable. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent them from using that technology or information to compete with us and our competitive position would be harmed.

Furthermore, many of our employees, including our senior management, were previously employed at other biotechnology or pharmaceutical companies, including our competitors or potential competitors. Some of these employees, including members of our senior management, executed proprietary rights, non-disclosure and in some cases non-competition agreements in connection with their previous employment. Although we try to ensure that our employees do not use the proprietary information or know- how know-how of others in their work for us, we may be subject to claims that we or these employees have used or disclosed intellectual property, including trade secrets or other proprietary information, of any such employee's former employer. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management.

In addition, while we typically require our employees, consultants and contractors who may be involved in the development of intellectual property to execute agreements assigning such intellectual property to us, we may be unsuccessful in executing such an agreement with each party who in fact develops intellectual property that we regard as our own, which may result in claims by or against us related to the ownership of such intellectual property. If we fail in prosecuting or defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights. Even if we are successful in prosecuting or defending against such claims, litigation could result in substantial costs and be a distraction to our management and scientific personnel.

If we fail to comply with our obligations in the agreements under which we license intellectual property rights from third parties or otherwise experience disruptions to our business relationships with our licensors, we could be required to pay monetary damages or could lose license rights that are important to our business.

We have entered into license agreements with third parties providing us with rights under various third-party patents and patent applications. These license agreements impose diligence, development or commercialization timelines and milestone payment, royalty, insurance and other obligations on us. If we fail to comply with our obligations under our current or future license agreements, our counterparties may have the right to terminate these agreements, in which event we might not be able to develop, manufacture or market any medicine or drug candidate that is covered by the licenses provided for under these agreements or we may face claims for monetary damages or other penalties under these agreements. Such an occurrence could diminish the value of these products and our company. Termination of the licenses provided for under these agreements or reduction or elimination of our rights under these agreements may result in our having to negotiate new or reinstated agreements with less favorable terms, or cause us to lose our rights under these agreements.

Risks Related to Our Reliance on Third Parties

If we fail to maintain an effective distribution channel for our medicines, our business and sales could be adversely affected.

We rely on third-party distributors to distribute our approved medicines. For example, we rely on sole third-party distributors to distribute some of our in-licensed approved medicines in China and multiple third-party distributors for the distribution of our internally developed medicines. We also expect to rely on third-party distributors to distribute our other internally developed and in-licensed medicines, if approved. Our ability to maintain and grow our business will depend on our ability to maintain an effective distribution channel that ensures the timely delivery of our medicines. However, we have relatively limited control over our distributors, who may fail to distribute our medicines in the manner we contemplate. For example, while we have long-standing business relationship with our sole distributor for the in-licensed products from BMS, the agreement we entered into with our sole distributor can be terminated by either party upon six months' written notice. If price controls or other factors substantially reduce the margins our distributors can obtain through the resale of our medicines to hospitals, medical institutions and sub-distributors, they may terminate their relationship with us. While we believe alternative distributors are readily available, there is a risk that, if the distribution of our medicines is interrupted, our sales volumes and business prospects could be adversely affected.

We rely on third parties to manufacture some of our commercial and clinical drug supplies. Our business could be harmed if those third parties fail to provide us with sufficient quantities of product or fail to do so at acceptable quality levels or prices.

We currently have Although we manufacture commercial supply of tislelizumab, zanubrutinib, and pamiparib at our manufacturing facilities that in China, and are used for clinical-scale and commercial-scale manufacturing and processing, we plan to build constructing a commercial-stage biologics manufacturing and clinical R&D center in New Jersey and we are also constructing a new small molecule manufacturing campus in Suzhou, China. However, China, we continue to rely on outside vendors to manufacture supplies and process some of our medicines and drug candidates. For example, we have entered into a commercial supply agreement for tislelizumab with Boehringer Ingelheim Biopharmaceuticals (China) Ltd. (Boehringer Ingelheim) ("Boehringer Ingelheim") and entered into a commercial supply agreement for BRUKINSA®with Catalent Pharma Solutions, LLC (Catalent) ("Catalent"). In addition, we generally rely on our collaboration partners and their third-party manufacturers for supply of in-licensed medicinesin China. We have limited experience in manufacturing or processing our medicines and drug candidates on a commercial scale. Additionally, we have limited experience in managing the manufacturing process, and our process may be more difficult or expensive than the approaches currently in use.

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Although we intend to use our own manufacturing facilities, we also intend to use third parties as part of our manufacturing process and for the clinical and commercial supply of our medicines and drug candidates. Our anticipated reliance on a limited number of third-party manufacturers exposes us to the following risks:

- we may be unable to identify manufacturers on acceptable terms or at all because the number of potential manufacturers is limited and regulatory authorities must evaluate and/or approve any manufacturers as part of their regulatory oversight of our medicines and drug candidates. This evaluation would require new testing and GMP-compliance inspections by regulatory authorities;
- our manufacturers may have little or no experience with manufacturing our medicines and drug candidates, and therefore may require a significant amount of support from us in order to implement and maintain the infrastructure and processes required to manufacture our medicines and drug candidates;
- our third-party manufacturers might be unable to timely manufacture our medicines and drug candidates or produce the quantity and quality required to meet our clinical and commercial needs, if any. For example, we encountered supply disruptions This may, in the future, require us to transfer manufacturing technology to a different manufacturer or use a different process, each of ABRAXANE® in 2018 which would be both time consuming and 2019, costly and in 2020 potentially require us to conduct comparative studies to determine bioequivalence of the NMPA suspended new and prior manufacturers' products or the importation, sales new and use of ABRAXANE® in China supplied to us by BMS, as further described below; old processes;
- manufacturers are subject to ongoing periodic unannounced inspection by the FDA and corresponding state agencies in the United States to ensure strict compliance with GMPs good manufacturing practice ("GMP") requirements and other government regulations and by other comparable regulatory authorities for corresponding non-U.S. requirements. Manufacturers may be unable to comply with these GMPs which may result in fines and civil penalties, suspension of production, suspension, delay or withdrawal of product approval, or product seizure or recall. We do not have control over third-party manufacturers' compliance with these regulations and requirements. For example, in 2020, based on inspection findings at BMS's contract manufacturing facility in the United States, the NMPA suspended the importation, sales and use of ABRAXANE® in China supplied to us by BMS, as further described below; requirements;
- we may not own, or may have to share, the intellectual property rights to some of the technology used and improvements made by our third-party manufacturers in the manufacturing process for our medicines and drug candidates;
- raw materials and components used in the manufacturing process, particularly those for which we have no other source or supplier, may not be available or may not be suitable or acceptable for use due to material or component defects; and
- our contract manufacturers and drug component suppliers may be subject to disruptions in their business, including unexpected demand for or shortage of raw materials or components, cyber-attacks on supplier systems, labor disputes or shortage and inclement weather, as well as natural or man-made disasters or pandemics. pandemics; and
- manufacturing partners may require us to fund capital improvements to support scale-up of manufacturing and related activities to the extent our drug candidates or medicines become approved for commercial sale.

For example, on March 25, 2020, the NMPA suspended the importation, sales and use of ABRAXANE in China supplied to us by BMS, and the drug was subsequently recalled by BMS and is not currently available for sale in China. This suspension was based on inspection findings at BMS's contract manufacturing facility in the United States. We have not had any sales of ABRAXANE since the suspension and do not expect future revenue from ABRAXANE. For additional information, please see the section of this Annual Report titled "Legal Proceedings".

Each of these risks could delay or prevent the completion of our clinical trials or the approval of any of our drug candidates, result in higher costs or adversely impact development of our drug candidates or commercialization of our medicines. In addition, we will rely on third parties to perform certain specification tests on our medicines and drug candidates prior to delivery to patients. If these tests are not appropriately done and test data are not reliable, patients could be put at risk of serious harm and regulatory authorities could place significant restrictions on our company until deficiencies are remedied.

For example, on March 25, 2020, the NMPA suspended the importation, sales and use of ABRAXANE® in China supplied to us by BMS, and the drug was subsequently recalled by BMS and is not currently available for sale in China. This suspension was based on inspection findings at BMS's contract manufacturing facility in the United States. Additionally, in October 2021, BMS provided 180-days' notice to us, which we dispute, purporting to terminate our license to market ABRAXANE® in China. We have not had any sales of ABRAXANE® since the suspension and do not expect future revenue from ABRAXANE®. We have initiated an arbitration proceeding against BMS asserting that it has breached and continues to breach the terms and conditions of the license and supply agreement. For additional information, please see the section of this report titled "Legal Proceedings".

Currently, the raw materials for our manufacturing activities are supplied by multiple source suppliers, although portions of our supply chain may rely on sole source suppliers. We have agreements for the supply of drug materials with manufacturers or suppliers that we believe have sufficient capacity to meet our demands. In addition, we believe that adequate alternative sources for such supplies exist. However, there is a risk that, if supplies are interrupted, it would materially harm our business.

Manufacturers of drug and biological products often encounter difficulties in production, particularly in scaling up or out, validating the production process, and assuring high reliability of the manufacturing process (including the absence of contamination). These problems include logistics and shipping, difficulties with production costs and yields, quality control, including stability of the product, product testing, operator error, availability of qualified personnel, as well as compliance with strictly enforced federal, state and non-U.S. regulations. Furthermore, if contaminants are discovered in the supply of our medicines and drug candidates or in the manufacturing facilities, such manufacturing facilities may need to be closed for an extended period of time to investigate and remedy the contamination. We cannot assure you that any stability failures or other issues relating to the

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manufacture of our medicines and drug candidates will not occur in the future. Additionally, our manufacturers may experience manufacturing difficulties due to resource constraints or as a result of labor disputes or unstable political environments. If our manufacturers were to encounter any of these difficulties, or otherwise fail to comply with their contractual obligations, our ability to provide our medicines for commercial sale and our drug candidates to patients in clinical trials would be jeopardized. Any delay or interruption in the supply of clinical trial supplies could delay the completion of clinical trials, increase the costs associated with maintaining clinical trial programs and, depending upon the period of delay, require us to begin new clinical trials at additional expense or terminate clinical trials completely.

If third-party manufacturers fail to comply with manufacturing regulations, our financial results and financial condition could be adversely affected.

Before a third party can begin commercial manufacture of our medicines, they are subject to regulatory inspections of their manufacturing facilities, processes and quality systems. Due to the complexity of the processes used to manufacture drug and biological products, any potential third-party manufacturer may be unable to initially pass regulatory inspections in a timely or cost-effective manner in order for us to obtain regulatory approval. If contract manufacturers do not pass their inspections by the relevant regulatory authorities, our commercial supply of drug product or substance will be significantly delayed and may result in significant additional costs, including the delay or denial of any marketing application for our drug candidates or disruption in sales. In addition, drug and biological manufacturing facilities are continuously subject to inspection by regulatory authorities, before and after drug approval, and must comply with GMPs. Our or our collaborators' contract manufacturers may encounter difficulties in achieving quality control and quality assurance and may experience shortages in qualified personnel. In addition, contract manufacturers' failure to achieve and maintain high manufacturing standards in accordance with applicable regulatory requirements, or the incidence of manufacturing errors, could result in patient injury, product liability claims, product shortages, product recalls or withdrawals, delays or failures in product testing or delivery, cost overruns or other problems that could seriously harm our business. If a third-party manufacturer with whom we or our collaborators' contract is unable to comply with manufacturing regulations, we may also be subject to fines, unanticipated compliance expenses, recall or seizure of our drugs, product liability claims, total or partial suspension of production and/or enforcement actions, including injunctions, and criminal or civil prosecution. These possible sanctions could materially adversely affect our financial results and financial condition. On March 25, 2020, the NMPA suspended the importation, sales and use of ABRAXANE® in China supplied to us by BMS, and the drug was subsequently recalled by BMS and is not currently available for sale in China. This suspension was based on inspection findings at BMS's contract manufacturing facility in the United States. Additionally, in October 2021, BMS provided 180-days' notice to us, which we dispute, purporting to terminate our license to market ABRAXANE® in China. We have not had any sales of ABRAXANE® since the suspension and do not expect future revenue from ABRAXANE®. We have initiated an arbitration proceeding against BMS asserting that it has breached and continues to breach the terms and conditions of the license and supply agreement. For additional information, please see the section of this report titled “Legal Proceedings”.

Furthermore, changes in the manufacturing process or procedure, including a change in the location where the product is manufactured or a change of a third-party manufacturer, could require prior review by regulatory authorities and/or approval of the manufacturing process and procedures in accordance with applicable requirements. This review may be costly and time consuming and could delay or prevent the launch of a product or impact commercialization or continuous supply of approved drugs. The new facility will also be subject to pre-approval inspection. In addition, we have to demonstrate that the product made at the new facility is equivalent to the product made at the former facility by physical and chemical methods, which are costly and time consuming. It is also possible that regulatory authorities may require clinical testing as a way to prove equivalency, which would result in additional costs and delay.

We have entered into licensing and collaboration arrangements and may enter into additional collaborations, licensing arrangements, or strategic alliances in the future, and we may not realize the benefits of such arrangements.

We have entered into licensing and collaboration agreements and may enter into additional collaboration, licensing arrangements, or strategic alliances with third parties that we believe will complement or augment our research, development and commercialization efforts. Any of these relationships may require us to incur non-recurring and other charges, increase our near and long-term expenditures, issue securities that dilute our existing shareholders, or disrupt our management and business.

In August 2017, we acquired Celgene's commercial operations in China and an exclusive license to Celgene's (now BMS's) commercial cancer portfolio in China, REVLIMID,®, VIDAZA® and ABRAXANE®. ABRAXANE. On March 25, 2020, the NMPA suspended the importation, sales and use of ABRAXANE® in China supplied to us by BMS, and the drug was subsequently recalled by BMS and is not currently available for sale in China. This suspension was based on inspection findings at BMS's contract

manufacturing facility in the United States. Additionally, in October 2021, BMS provided 180-days' notice to us, which we dispute, purporting to terminate our license to market ABRAXANE® in China. We have not had any sales of ABRAXANE® since the suspension and do not expect future revenue from ABRAXANE®. ABRAXANE. We have initiated an arbitration proceeding against BMS asserting that it has breached and continues to breach the terms and conditions of the license and supply agreement. For additional information, please see the section of this report Annual Report titled “Legal Proceedings”.

In 2019, we entered into a strategic collaboration with Amgen with respect to its commercial-stage oncology products XGEVA,®, BLINCYTO® and KYPROLIS® and a portfolio of clinical- and late-preclinical-stage oncology pipeline products. In January 2021, we entered into a collaboration and license agreement with Novartis Pharma AG (Novartis) ("Novartis"), granting Novartis rights to develop, manufacture and commercialize our anti-PD-1 antibody tislelizumab in North America, Japan, the EU, and six other European countries. In December 2021, we entered into an option, collaboration and license agreement with Novartis to develop, manufacture and commercialize our investigational TIGIT inhibitor, ociperlimab, in North America, Europe, and Japan.

Our strategic collaborations with Amgen, Novartis and BMS involve numerous risks. We cannot be certain that we will achieve the financial and other benefits that led us to enter into the collaborations. Moreover, we may not achieve the revenue and cost synergies expected from our collaborations for their commercial products in China, and our management's attention may be diverted from our drug discovery and development business. These synergies are inherently uncertain, and are subject to significant business, economic and competitive uncertainties and contingencies, many of which are difficult to predict and are beyond our control. If we achieve the expected benefits, they may not be achieved within the anticipated time frame. Lastly, strategic collaborations can be terminated for various reasons. For example, our strategic collaboration with Celgene for the development and commercialization of tislelizumab, which we entered into in connection with the license agreement in 2017, was terminated in June 2019 in advance of the acquisition of Celgene by BMS, and we received a termination notice in October 2021 to terminate our license agreement for ABRAXANE® in China.

Additionally, from time to time, we may enter into joint ventures with other companies. Establishment of a joint venture involves significant risks and uncertainties, including (i) our ability to cooperate with our strategic partner, (ii) our strategic partner having economic, business, or legal interests or goals that are inconsistent with ours, and (iii) the potential

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that our strategic partner may be unable to meet its economic or other obligations, which may require us to fulfill those obligations alone.

We face significant competition in seeking appropriate strategic partners, and the negotiation process is time-consuming and complex. Moreover, we may not be successful in our efforts to establish a strategic collaboration or other alternative arrangements for our medicines and drug candidates because they may be deemed to be at too early of a stage of development for collaborative effort and third parties may not view our medicines and drug candidates as having the requisite potential to demonstrate safety and efficacy or commercial viability. If and when we collaborate with a third party for development and commercialization of a medicine or drug candidate, we can expect to relinquish some or all of the control over the future success of that medicine or drug candidate to the third party. For any medicines or drug candidates that we may seek to in-license from third parties, we may face significant competition from other pharmaceutical or biotechnology companies with greater resources or capabilities than us, and any agreement that we do enter may not result in the anticipated benefits.

Collaborations involving our medicines and drug candidates are subject to numerous risks, which may include the following:

- collaborators have significant discretion in determining the efforts and resources that they will apply to a collaboration;
- collaborators may not pursue development and commercialization of our drug candidates and medicines or may elect not to continue or renew development or commercialization programs based on clinical trial results, changes in their strategic focus due to the acquisition of competitive drugs, availability of funding, or other external factors, such as a business combination that diverts resources or creates competing priorities;
- collaborators may delay clinical trials, provide insufficient funding for a clinical trial, stop a clinical trial, abandon a drug candidate, repeat or conduct new clinical trials, or require a new formulation of a drug candidate for clinical testing;
- collaborators could independently develop, or develop with third parties, drugs that compete directly or indirectly with our medicines or drug candidates;
- a collaborator with marketing and distribution rights to one or more medicines may not commit sufficient resources to their marketing and distribution or may set prices that reduce the profitability of the medicines;
- collaborators may not properly maintain or defend our intellectual property rights or may use our intellectual property or proprietary information in a way that gives rise to actual or threatened litigation that could jeopardize or invalidate our intellectual property or proprietary information or expose us to potential liability;
- disputes may arise between us and a collaborator that cause the delay or termination of the research, development or commercialization of our medicines and drug candidates, or that result in costly litigation or arbitration that diverts management attention and resources;
- collaborations may be terminated and, if terminated, may result in a need for additional capital to pursue further development or commercialization of the applicable medicines and drug candidates; and
- collaborators may own or co-own intellectual property covering our medicines and drug candidates that results from our collaborating with them, and in such cases, we would not have the exclusive right to commercialize such intellectual property.

As a result, we may not be able to realize the benefit of current or future collaborations, licensing arrangements or strategic alliances for our medicines and drug candidates if we are unable to successfully integrate such products with our existing operations and company culture, which could delay our timelines or otherwise adversely affect our business. We also cannot be certain that, following a strategic transaction or license, we will be able to fulfill all of our contractual obligations in a timely manner or achieve the revenue, specific net income or other goals that justify such transaction. If we are unable to reach agreements with suitable collaborators on a timely basis, on acceptable terms, or at all, we may have to curtail the development of a drug candidate, reduce or delay its development program or one or more of our other development programs, delay its potential commercialization or reduce the scope of any sales or marketing activities, or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to fund and undertake development or commercialization activities on our own, we may need to obtain additional expertise and additional capital, which may not be available to us on acceptable terms or at all.

If we fail to enter maintain an effective distribution channel for our medicines, our business and sales could be adversely affected.

We rely on third-party distributors to distribute our approved medicines. For example, we rely on sole third-party distributors to distribute some of our in-licensed approved medicines in China and multiple third-party distributors for the distribution of our internally developed medicines. We also expect to rely on third-party distributors to distribute our other internally developed and in-licensed medicines, if approved. Our ability to maintain and grow our business will depend on our ability to maintain an effective distribution channel that ensures the timely delivery of our medicines. However, we have relatively limited control over our distributors, who may fail to distribute our medicines in the manner we contemplate. For example, while we have long-standing business relationship with our sole distributor for the in-licensed products from BMS, the agreement we entered into collaborations with our sole distributor can be terminated by either party upon six months' written notice. If price controls or other factors substantially reduce the margins our distributors can obtain through the resale of our medicines to hospitals, medical institutions and sub-distributors, they may terminate their relationship with us. While we believe alternative distributors are readily available, there is a risk that, if the distribution of our medicines is interrupted, our sales volumes and business prospects could be adversely affected.

If third-party manufacturers fail to comply with manufacturing regulations, our financial results and financial condition could be adversely affected.

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Before a third party can begin commercial manufacture of our medicines, they are subject to regulatory inspections of their manufacturing facilities, processes and quality systems. Due to the complexity of the processes used to manufacture drug and biological products, any potential third-party manufacturer may be unable to initially pass regulatory inspections in a timely or cost-effective manner in order for us to obtain regulatory approval. If contract manufacturers do not pass their inspections by the relevant regulatory authorities, our commercial supply of drug product or substance will be significantly delayed and may result in significant additional costs, including the delay or denial of any marketing application for our drug candidates or disruption in sales. In addition, drug and biological manufacturing facilities are continuously subject to inspection by regulatory authorities, before and after drug approval, and must comply with GMPs. Our or our collaborators' contract manufacturers may encounter difficulties in achieving quality control and quality assurance and may experience shortages in qualified personnel. In addition, contract manufacturers' failure to achieve and maintain high manufacturing standards in accordance with applicable regulatory requirements, or the incidence of manufacturing errors, could result in patient injury, product liability claims, product shortages, product recalls or withdrawals, delays or failures in product testing or delivery, cost overruns or other problems that could seriously harm our business. If a third-party manufacturer with whom we or our collaborators' contract is unable to comply with manufacturing regulations, we may also be subject to fines, unanticipated compliance expenses, recall or seizure of our drugs, product liability claims, total or partial suspension of production and/or enforcement actions, including injunctions, and criminal or civil prosecution. These possible sanctions could materially adversely affect our financial results and financial condition. On March 25, 2020, the NMPA suspended the importation, sales and use of ABRAXANE in China supplied to us by BMS, and the drug was subsequently recalled by BMS and is not currently available for sale in China. This suspension was based on inspection findings at BMS's contract manufacturing facility in the United States. We have not had any sales of ABRAXANE since the suspension and do not expect future revenue from ABRAXANE. We have sufficient funds or expertise initiated an arbitration proceeding against BMS asserting that it has breached and continues to undertake breach the necessary development terms and commercialization activities, we may not be able to further develop our medicines conditions of the license and drug candidates or bring them to market and generate product revenue, which would harm our business prospects, financial condition and results supply agreement. For additional information, please see the section of operations. this Annual Report titled "Legal Proceedings".

If we are not able to successfully develop and/or commercialize Amgen's oncology products, the expected benefits of the collaboration will not materialize.

We have a collaboration agreement with Amgen pursuant to which we and Amgen have agreed to collaborate on the commercialization of Amgen's oncology products XGEVA,®, BLINCYTO® andKYPROLIS® in China, and the global development and commercialization in China of a portfolio of Amgen's clinical- and late-preclinical-stage pipeline products. Amgen has paused or stopped development of some of the pipeline assets due to portfolio prioritization, and the parties expect that the development plan for the pipeline assets will continue to evolve over time. Additionally, Amgen has advised us that its applications to the Human Genetic Resources Administration of China (HGRAC) ("HGRAC") to obtain approval to conduct clinical studies in China for the pipeline assets, including its application for LUMAKRAS® (sotorasib) ("AMG 510"), a first-in-class KRAS G12C inhibitor, are currently delayed. were delayed between 2020 and 2022. Approval from the HGRAC is required for the initiation of clinical trials involving the collection of human genetic materials in China. In connection with our ongoing assessment of the Collaboration Agreement cost-share contributions, we determined that our further investment in the development of AMG 510 was no longer commercially viable for BeiGene. As a result, in February 2023, we entered into an amendment to the Collaboration Agreement to (i) stop sharing costs with Amgen for the further development of AMG 510 during the period starting January 1, 2023 and ending August 31, 2023; and (ii) cooperate in good faith to prepare a transition plan with the anticipated termination of AMG 510 from the Collaboration Agreement. We do not expect this the HGRAC delay to affect the conduct of the clinical trials in China for our drug candidates, other than assets that are part of the Amgen collaboration. The Amgen collaboration involves numerous risks, including unanticipated costs and diversion of our management's attention from our other drug discovery and development business. There can be no assurance that we will be able to successfully develop and commercialize Amgen's oncology products in China, which could disrupt our business and harm our financial results.

We rely on third parties to conduct our preclinical studies and clinical trials. If these third parties do not successfully carry out their contractual duties or meet expected deadlines, we may not be able to obtain regulatory approval for or commercialize our medicines and drug candidates and our business could be substantially harmed.

We have relied upon and plan to continue to rely to some extent upon third-party CROs to monitor and manage data and provide other services for our ongoing preclinical and clinical programs. We rely on these parties for execution of our preclinical studies and clinical trials, and control only certain aspects of their activities. Nevertheless, we are responsible for ensuring that each of our studies is conducted in accordance with the applicable protocol, legal and regulatory requirements and scientific standards, and our reliance on the CROs does not relieve us of our regulatory responsibilities. We, our CROs for our clinical programs and our clinical investigators are required to comply with GCPs, which are regulations and guidelines enforced by regulatory authorities for all of our drug candidates in clinical development. If we or any of our CROs or clinical investigators fail to comply with applicable GCPs and other regulatory requirements, the clinical data generated in our clinical trials may be deemed unreliable and regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. In addition, our pivotal clinical trials must be conducted with drug product produced under GMP

regulations. Our failure to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process. We could also be subject to government investigations and enforcement actions.

If any of our relationships with these third-party CROs terminate, we may not be able to enter into arrangements with alternative CROs or to do so on commercially reasonable terms. In addition, our CROs are not our employees, and except for remedies available to us under our agreements with such CROs, we cannot control whether or not they devote sufficient time and resources to our ongoing clinical and nonclinical programs. If CROs do not successfully carry out their contractual duties or obligations or meet expected deadlines, if they need to be replaced or if the quality or accuracy of the clinical data they or our clinical investigators obtain is compromised due to the failure to adhere to our clinical protocols, regulatory requirements or for other reasons, our clinical trials may be extended, delayed or terminated and we may not be able to obtain regulatory approval for or successfully commercialize our drug candidates. As a result, our results of operations and the commercial prospects for our drug candidates would be harmed, our costs could increase and our ability to generate revenues could be delayed.

Switching or adding additional CROs involves additional cost and delays, which can materially influence our ability to meet our desired clinical development timelines. There can be no assurance that we will not encounter similar challenges or delays in the future or that these delays or challenges will not have a material adverse effect on our business, financial condition and prospects.

Risks Related to Our Industry, Business and Operations

We have significantly increased and expect to continue to increase our research, development, manufacturing, and commercial capabilities, and we may experience difficulties in managing our growth.

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At the beginning of 2021, 2022, we had approximately 5,100 8,000 employees, and we ended the year with approximately 8,000 more than 9,000 employees, an increase of 57% 15%. We expect to continue our growth. Most of our employees are full-time. As our research, development, manufacturing and commercialization plans and strategies evolve, we must add a significant number of additional managerial, operational, drug development, clinical, regulatory affairs, manufacturing, sales, marketing, financial and other personnel in the United States, China, Europe and other regions. Our recent growth and any anticipated future growth will impose significant added responsibilities on members of management, including:

- identifying, recruiting, integrating, maintaining, and motivating additional employees;
- managing the growth in our research, clinical operations, commercial, and supporting functions;
- managing our internal development efforts effectively, including the clinical and regulatory review process for our drug candidates, while complying with our contractual obligations to third parties; and
- improving our operational, financial and management controls, reporting systems and procedures.

Our future financial performance and our ability to develop and commercialize our medicines and drug candidates will depend, in part, on our ability to effectively manage our recent growth and any future growth, and our management may also have to divert a disproportionate amount of its attention away from day-to-day activities in order to devote a substantial amount of time to managing these growth activities.

We currently rely, and for the foreseeable future will continue to rely, on certain independent organizations, advisors and consultants to provide certain services. There can be no assurance that the services of these independent organizations, advisors and consultants will continue to be available to us on a timely basis when needed, or that we can find qualified replacements. There can be no assurance that we will be able to manage our existing consultants or find other competent outside contractors and consultants on economically reasonable terms, if at all.

If we are not able to effectively manage our growth and further expand our organization by hiring new employees and expanding our groups of consultants and contractors as needed, we may not be able to successfully implement the tasks necessary to further develop, manufacture and commercialize our medicines and drug candidates and, accordingly, may not achieve our research, development, manufacturing and commercialization goals.

Our future success depends on our ability to retain key executives and to attract, retain and motivate qualified personnel.

Xiaodong Wang, Ph.D., our Co-Founder, Chairman of our scientific advisory board, and director; John V. Oyler, our Co-Founder, Chief Executive Officer and Chairman of the board of directors; Xiaobin Wu, Ph.D., our President, Chief Operating Officer and General Manager of China; and the other principal members of our management and scientific teams play a critical role in the Company's operation and development. Although we have employment agreements or offer letters with each of our executive officers, these agreements do not prevent our executives from terminating their employment with us at any time. We do not maintain “key person” insurance for any of our executives or other employees. The loss of the services of any of these persons could impede the achievement of our research, development and commercialization objectives.

To induce valuable employees to remain at our company, in addition to salary and cash incentives, we have provided share option, restricted share unit and restricted share grants that vest over time or based on performance conditions. The value to employees of these equity grants that may be significantly affected by movements in our share price that are beyond our control and may be insufficient to counteract more lucrative offers from other companies. Although we have employment agreements or offer letters with our key employees, any of our employees could leave our employment at any time, with or without notice.

Recruiting and retaining qualified scientific, clinical, manufacturing and sales and marketing personnel will also be critical to our success. In addition, we rely on consultants and advisors, including scientific and clinical advisors, to assist us in formulating and executing our discovery, clinical development, manufacturing and commercialization strategy. The loss of the services of our executive officers or other key employees and consultants could impede the achievement of our research, development, manufacturing and commercialization objectives and seriously harm our ability to successfully implement our business strategy.

Furthermore, replacing executives, key employees or consultants may be difficult and may take an extended period of time because of the limited number of individuals in our industry with the breadth of skills and experience required to successfully develop, gain regulatory approval of and commercialize products. Competition to hire from this limited pool is intense, and we may be unable to hire, train, retain or motivate these key personnel or consultants on acceptable terms, given the competition among numerous pharmaceutical and biotechnology companies for similar personnel.

We also experience competition for the hiring of scientific and clinical personnel from universities and research institutions. Our consultants and advisors may be employed by employers other than us and may have commitments under consulting or advisory contracts with other entities that may limit their availability to us. If we are unable to continue to attract and retain high quality personnel, our ability to pursue our growth strategy will be limited.

Our business is subject to complex and evolving industry-specific laws and regulations regarding the collection and transfer of personal data. These laws and regulations can be complex and stringent, and many are subject to change and uncertain interpretation, which could result in claims, changes to our data and other business practices, significant penalties, increased cost of operations, or otherwise adversely impact our business.

Regulatory authorities around the world have implemented industry-specific laws and regulations that affect the collection and transfer of personal data. For example, in China, the Regulation on the Administration of Human Genetic Resources promulgated by the State Council (the “HGR Regulation”), which became effective in 2019, applies to activities that involve sampling, biobanking, use of HGR materials and associated data, in China, and provision of such to foreign parties. The HGR Regulation prohibits both onshore or

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offshore entities established or actually controlled by foreign entities and individuals from sampling or biobanking any China HGR in China and require approval for the sampling of certain HGR and biobanking of all HGR by Chinese parties. Approval for any export or cross-border transfer of the HGR material is required, and transfer of China HGR data by Chinese parties to foreign parties or entities established or actually controlled by them also requires the Chinese parties to file, before the transfer, a copy of the data to the HGR administration for record. The HGR Regulation also requires that foreign parties ensure the full participation of Chinese parties in international collaborations and all records and data must be shared with the Chinese parties. For information about applications under the HGR Regulation for clinical studies in China that are part of the Amgen- BeiGene Collaboration, see the risk factor entitled “If we are not able to successfully develop and/or commercialize Amgen’s oncology products, the expected benefits of the collaboration will not materialize."

Further to the draft HGR implementing rules, the Cyberspace Administration of China ("CAC") released the final Measures of Cross-Border Data Transfer Security Assessment on July 7, 2022 (effective as of September 1, 2022), under which any transfer of certain "important data" out of China shall trigger a security assessment to be conducted by the government. The term "important data" is a broadly defined term under the Cybersecurity Law and Data Security Law, and further clarifications need to be put in place by the government before international companies could find a practical way to comply. However, under the latest draft Important Data Identification Guidance, HGR data is classified as "important data," and if the guidance is finalized as is, it can be expected that this new cross-border data transfer rule may create considerable additional regulatory burdens on international companies' human gene-involved R&D activities in China (*i.e.*, adding a third layer of CAC's regulatory approval in addition to HGRAC's and NMPA's).

If the Chinese parties fail to comply with data protection laws, regulations and practice standards, and our research data is obtained by unauthorized persons, used or disclosed inappropriately or destroyed, it could result in a loss of our confidential information and subject us to litigation and government enforcement actions. It is possible that these laws may be interpreted and applied in a manner that is inconsistent with our or our collaborators’ practices, potentially resulting in suspension of relevant ongoing clinical trials or the initiation of new trials, confiscation of HGR samples and associated data and administrative fines, disgorgement of illegal gains, or temporary or permanent debarment of our or our collaborators’ entities and responsible persons from further HGR projects and, consequently, a de-facto ban on the debarred entities from initiating new clinical trials in China. So far, the HGR administration has disclosed a number of HGR violation cases. In one case, the sanctioned party was the Chinese subsidiary of a multinational pharmaceutical company that was found to have illegally transferred certain HGR materials to CROs for conducting certain unapproved research. In addition to a written warning and confiscation of relevant HGR materials, the Chinese subsidiary of the multinational pharmaceutical company was requested by the HGR administration to take rectification measures and at the same time banned from submitting any HGR applications until the HGR administration was satisfied with the rectification results, which rendered it unable to initiate new clinical trials in China until the ban was lifted. In another case, a public hospital was found to have illegally transferred certain HGR data to a university in Europe, and that hospital was eventually subject to the same ban.

To further tighten the control of China HGR, the Chinese government adopted amendments to the criminal code, which became Criminal Code, effective on as of March 1, 2021, which criminalize the illegal collection of China HGR, the illegal transfer of China HGR materials outside of China, and the transfer of China HGR data to foreign parties or entities established or actually controlled by them without going through security review and assessment. An individual who is convicted of any of these violations may be subject to public surveillance, criminal detention, a fixed-term imprisonment of up to 7 years, and/or a criminal fine. On April 15, 2021, the Biosecurity Law became effective. The Biosecurity Law establishes an integrated system to regulate biosecurity-related activities in China, including the security regulation of HGR and biological resources. The Biosecurity Law for the first time expressly declares declared that China has sovereignty over its HGR and further endorsed the HGR Regulation by recognizing the fundamental regulatory principles and systems established by it over the utilization of Chinese HGR by foreign entities in China. Although the Biosecurity Law does not provide any specific new regulatory requirements on HGR, as it is a law adopted by China’s highest legislative authority, it gives China’s major regulatory authority of HGR, i.e., the Ministry of Science and Technology, significantly more power and discretion to regulate HGR and it is expected that the overall regulatory landscape for Chinese HGR will evolve and become even more rigorous. In addition, the interpretation and application of data protection laws in China and elsewhere are often uncertain and in flux.

We expect that these areas will receive greater and continued attention and scrutiny from regulators and the public going forward, which could increase our compliance costs and subject us to heightened risks and challenges associated with data security and protection. If we are unable to manage these risks, we could become subject to significant penalties, including fines, suspension of business and revocation of required licenses, and our reputation and results of operations could be materially and adversely affected.

We manufacture some of our medicines and intend to manufacture some of our drug candidates, if approved. Delays Failure to comply with regulatory requirements could result in sanctions being imposed against us and delays in completing and receiving regulatory approvals for our manufacturing facilities, or damage to, destruction of or interruption of production at such facilities, could delay our development plans or commercialization efforts.

We currently have manufacturing facilities in Beijing, Guangzhou, and Suzhou, China and plan to build China. We are also constructing a commercial-stage biologics manufacturing and clinical R&D center in New Jersey, United States. We are also constructing States, and a new small molecule manufacturing campus in Suzhou, China. These facilities may encounter unanticipated delays and expenses due to a number of factors, including regulatory requirements. If construction or expansion, regulatory evaluation and/or approval of our facilities are delayed, we may not be able to manufacture sufficient quantities of our medicines and drug candidates, which would limit our development and commercialization activities and our opportunities for growth. Cost overruns associated with constructing or maintaining our facilities could require us to raise additional funds from other sources. For example, we may not be able to complete the construction and validation of and obtain regulatory approval for the new manufacturing and clinical R&D center in New Jersey, the new manufacturing campus in Suzhou and manufacturing facility expansion in Guangzhou in a timely or economic manner.

In addition to the similar manufacturing risks described in “Risks Related to Our Reliance on Third Parties,” our manufacturing facilities are subject to inspection in connection with clinical development and new drug approvals and ongoing, periodic inspection by the FDA, NMPA, EMA or other comparable regulatory agencies to ensure compliance with GMP and other regulatory requirements. Historically, some manufacturing facilities in China have had difficulty meeting the FDA's, NMPA's or EMA's standards. Our failure to follow and document our adherence to such GMP regulations or other regulatory requirements may lead to significant delays in the availability of products for clinical or commercial use, may result in the termination of or a hold on a clinical trial, or may delay or prevent filing or approval of marketing applications for our drug candidates or the commercialization of our medicines. We also may encounter problems with the following:

- achieving adequate or clinical-grade materials that meet FDA, NMPA, EMA or other comparable regulatory agency standards or specifications with consistent and acceptable production yield and costs;
- shortages of qualified personnel, raw materials or key contractors; and

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- ongoing compliance with GMP regulations and other requirements of the FDA, NMPA, EMA or other comparable regulatory agencies.

Failure to comply with applicable regulations could also result in sanctions being imposed on us, including fines, injunctions, civil penalties, a requirement to suspend or put on hold one or more of our clinical trials, failure of regulatory authorities to grant marketing approval of our drug candidates, delays, suspension or withdrawal of approvals, supply disruptions, license revocation, seizures or recalls of drug candidates or medicines, operating restrictions and criminal prosecutions, any of which could harm our business.

Developing advanced manufacturing techniques and process controls is required to fully utilize our facilities. Advances in manufacturing techniques may render our facilities and equipment inadequate or obsolete.

To supply commercial quantities for our marketed products, produce our medicines in the quantities that we believe will be required to meet anticipated market demand, and to supply clinical drug material to support the continued growth of our clinical programs, we will need to increase, or “scale up,” the production process by a significant factor over the initial level of production, which will require substantial additional expenditures and various regulatory approvals and permits. If we are unable to do so, are delayed, or if the cost of this scale up is not economically feasible for us or we cannot find a third-party supplier, we may not be able to produce our medicines in a sufficient quantity to meet future demand.

In addition to the similar manufacturing risks described in “Risks Related to Our Reliance on Third Parties,” if If our manufacturing facilities or the equipment in them is damaged or destroyed, we may not be able to quickly or inexpensively replace our manufacturing capacity or replace it at all. In the event of a temporary or protracted loss of the facilities or equipment, we might not be able to transfer manufacturing to a third party. Even if we could transfer manufacturing to a third party, the shift would likely be expensive and time-consuming, particularly since the new facility would need to comply with the necessary regulatory requirements and we would need regulatory agency approval before selling any medicines manufactured at that facility. Such an event could delay our clinical trials or reduce our product sales. Any interruption in manufacturing operations at our manufacturing facilities could result in our inability to satisfy the demands of our clinical trials or commercialization. Any disruption that impedes our ability to manufacture our drug candidates or medicines in a timely manner could materially harm our business, financial condition and operating results.

Currently, we maintain insurance coverage against damage to our property, plant and equipment in amounts we believe are reasonable. However, our insurance coverage may not reimburse us, or may not be sufficient to reimburse us, for any expenses or losses we may suffer. We may be unable to meet our requirements for our drug candidates and medicines if there were a catastrophic event or interruption or failure of our manufacturing facilities or processes.

We incur significant costs as a result of operating as a public company, and our management is required to devote substantial time to compliance requirements, including establishing and maintaining internal controls over financial reporting. We may be exposed to potential risks if we are unable to comply with these requirements.

As a public company listed in the United States, Hong Kong and Shanghai, we are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the listing rules of the Nasdaq Stock Market (Nasdaq), The Stock Exchange of Hong Kong Limited (the HKEx) "HKEx") and the STAR Market of the Shanghai Stock Exchange (the SSE) "SSE"), and incur significant legal, accounting and other expenses to comply with applicable requirements. These rules impose various requirements on public companies, including requiring certain corporate governance practices. Our management and other personnel devote a substantial amount of time to these requirements. Moreover, these rules and regulations increase our legal and financial compliance costs and make some activities more time-consuming and costly.

For example, the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") requires, among other things, that we maintain effective internal controls for financial reporting and disclosure controls and procedures. In particular, we must perform system and process evaluations and testing of our internal controls over financial reporting to allow management to report on the effectiveness of our internal controls over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act. Such compliance may require that we incur substantial accounting expenses and expend significant management efforts. Our testing may reveal deficiencies in our internal controls over financial reporting that are deemed to be material weaknesses. In the event we identify significant deficiencies or material weaknesses in our internal controls that we cannot remediate in a timely manner, the market price of our shares could decline if investors and others lose confidence in the reliability of our financial statements, we could be subject to sanctions or investigations by the SEC, HKEx, China Securities Regulatory Commission (the CSRC) "CSRC"), SSE or other applicable regulatory authorities, and our business could be harmed.

If we engage in acquisitions or strategic collaborations, this may increase our capital requirements, dilute our shareholders, cause us to incur debt or assume contingent liabilities, and subject us to other risks.

From time to time, we may evaluate various acquisitions and strategic collaborations, including licensing or acquiring complementary products, intellectual property rights, technologies or businesses. Any completed, in-process or potential acquisition or strategic collaboration may entail numerous risks, including:

- increased operating expenses and cash requirements;
- the assumption of additional indebtedness or contingent or unforeseen liabilities;
- the issuance of our equity securities;
- assimilation of operations, intellectual property and products of an acquired company, including difficulties associated with integrating new personnel;

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- the diversion of our management's attention from our existing product programs and initiatives in pursuing such a strategic merger or acquisition;
- retention of key employees, the loss of key personnel, and uncertainties in our ability to maintain key business relationships;
- risks and uncertainties associated with the other party to such a transaction, including the prospects of that party and their existing drugs or drug candidates and regulatory approvals; and
- our inability to generate revenue from acquired technology and/or products sufficient to meet our objectives in undertaking the acquisition or even to offset the associated acquisition and maintenance costs.

In addition, if we undertake acquisitions or strategic collaborations, we may issue dilutive securities, assume or incur debt obligations, incur large one-time expenses and acquire intangible assets that could result in significant future amortization expense. For example, in connection with the our transaction with Amgen, transaction, we issued to Amgen a total of 206,635,013 ordinary shares in the form of ADSs in January 2020, representing 20.5% of the then issued share capital of the Company after giving effect to the share issuance, which resulted in Amgen becoming our largest shareholder and the ownership of our existing shareholders being diluted.

PRC regulations and rules concerning mergers and acquisitions, including the Regulations on Mergers and Acquisitions of Domestic Companies by Foreign Investors (the "M&A Rules"), and other regulations and rules with respect to mergers and acquisitions established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time consuming and complex. For example, the M&A Rules require that the Ministry of Commerce of the PRC (the MOFCOM) "MOFCOM") be notified in advance of any change-of-control transaction in which a foreign investor takes control of a PRC domestic enterprise, if (i) any important industry is concerned, (ii) such transaction involves factors that have or may have impact on the national economic security, or (iii) such transaction will lead to a change in control of a domestic enterprise which holds a famous trademark or PRC time-honored brand. Moreover, according to the Anti-Monopoly Law of the PRC, which was amended in June 2022 and became effective as of August 1, 2022, and the Provisions on Thresholds for Prior Notification of Concentrations of Undertakings (the "Prior Notification Rules") issued by the State Council, the concentration of business undertakings by way of mergers, acquisitions or contractual arrangements that allow one market player to take control of or to exert decisive impact on another market player must also be notified in advance to the State Administration of for Market Regulation (the SAMR) "SAMR") when the threshold is crossed and such concentration shall not be implemented without the clearance of prior notification. In addition, the Measures for Security Review of Foreign Investment jointly issued by the National Development and Reform Commission and MOFCOM and the Regulations on Implementation of Security Review System for the Merger and Acquisition of Domestic Enterprise by Foreign Investors (the "Security Review Rules") issued by the MOFCOM specify that mergers and acquisitions by foreign investors that raise "national defense and security" concerns and mergers and acquisitions through which foreign investors may acquire the de facto control over domestic enterprises that raise "national security" concerns are subject to strict review by the MOFCOM, and the rules prohibit any activities attempting to bypass a security review by structuring the transaction through, among other things, trusts, entrustment or contractual control arrangements.

We may also be subject to similar review and regulations in other jurisdictions, such as the laws and regulations on foreign investment in the United States under the jurisdiction of the Committee on Foreign Investment in the United States (the CFIUS) "CFIUS") and other agencies, including the Foreign Investment Risk Review Modernization Act (the FIRRMA) "FIRRMA"), which became effective in February 2020.

Furthermore, according to the Draft Overseas Listing Regulations, Trial Measures, if a Chinese overseas listed company issues overseas listed securities to acquire assets, such issuance would be subject to certain filing requirements with the CSRC.

In the future, we may grow our business by acquiring complementary businesses. Complying with the requirements of the above-mentioned regulations and other relevant rules to complete such transactions could be time consuming, and any required approval or filing processes, including obtaining approval from or filing with CFIUS, the SAMR, the MOFCOM, the CSRC or other agencies may delay or inhibit our ability to complete such transactions. It is unclear whether those complementary businesses we may acquire in the future would be deemed to be in an industry that raises "national defense and security" or "national security" concerns.

However, CFIUS, SAMR, MOFCOM, CSRC or other government agencies may publish explanations in the future determining that certain of the complementary business is in an industry subject to the security review, in which case our future acquisitions in the United States and the PRC, including those by way of entering into contractual control arrangements with target entities, may be closely scrutinized or prohibited. Our ability to expand our business or maintain or expand our market share through future acquisitions would as such be materially and adversely affected.

If we fail to comply with the U.S. Foreign Corrupt Practices Act or other anti-bribery and corruption laws, our reputation may be harmed and we could be subject to penalties and significant expenses that have a material adverse effect on our business, financial condition and results of operations.

We are subject to the U.S. Foreign Corrupt Practices Act (the FCPA) "FCPA"). The FCPA generally prohibits us from making improper payments to non-U.S. officials for the purpose of obtaining or retaining business. We are also subject to the anti-bribery and corruption laws of other jurisdictions, particularly China. The anti-bribery laws in China generally prohibit companies and their intermediaries from making payments to government officials for the purpose of obtaining or retaining business or securing any other improper advantage. As our business has expanded, the applicability of the FCPA and other anti-bribery and corruption laws to our operations has increased.

We do not fully control the interactions our employees, distributors and third-party promoters have with hospitals, medical institutions and doctors, and they may try to increase sales volumes of our products through means that constitute violations of United States, PRC or other countries' anti-corruption and related laws. If our employees, distributors or third-party promoters engage in corrupt or other improper conduct that results in violation of applicable anti-corruption laws, our reputation could be harmed. Furthermore, we could be held liable for actions taken by our employees, distributors or third-party promoters, which could expose us to regulatory investigations and penalties.

Although we have policies and procedures designed to ensure that we, our employees and our agents comply with anti- bribery laws, there is no assurance that such policies or procedures will prevent our agents, employees and intermediaries from engaging in bribery activities. Our procedures and controls to monitor anti-bribery and corruption compliance may fail to protect us from reckless or criminal acts committed by our employees or agents. If we, due to either our own deliberate or inadvertent acts or those of others, fail to comply with applicable anti-bribery and corruption laws, our reputation could be harmed and we could incur criminal or civil penalties, including but not limited to imprisonment, criminal and civil fines, suspension of our ability to do business with the government, denial of government reimbursement for our products and/or exclusion from participation in government healthcare programs, other sanctions and/or significant expenses, which could have a material adverse effect on our business.

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If we or our CROs or contract manufacturing organizations (CMOs) fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could have a material adverse effect on our business.

We and third parties, such as our CROs or CMOs, are subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the handling, use, storage, treatment and disposal of hazardous materials and waste. In addition, our construction projects can only be put into operation after certain regulatory procedures with the relevant administrative authorities in charge of environmental protection, health and safety have been completed. Our operations involve the use of hazardous and flammable materials, including chemicals and biological materials. Our operations also produce hazardous waste products. We generally contract with third parties for the disposal of these materials and waste. We cannot eliminate the risk of contamination or injury from these materials. In the event of contamination or injury resulting from our use of hazardous materials, we could be held liable for any resulting damages, and any such liability could exceed our insurance coverage. We also could incur significant costs associated with civil or criminal fines and penalties.

Although we maintain workers' compensation insurance to cover us for costs and expenses that we may incur due to injuries to our employees resulting from the use of or exposure to hazardous materials, this insurance may not provide adequate coverage against potential liabilities. We do not maintain insurance for environmental liability or toxic tort claims that may be asserted against us in connection with our storage, use or disposal of biological or hazardous materials.

In addition, we may be required to incur substantial costs to comply with current or future environmental, health and safety laws and regulations. These current or future laws and regulations may impair our research, development, manufacturing or commercialization efforts. Failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions.

Our information technology systems, or those used by our contractors or collaborators, may fail or suffer security breaches, which could result in a material disruption of our product development and commercialization efforts.

Despite the implementation of security measures, our information technology systems and those of our contractors and collaborators, are vulnerable to damage from internal or external events, such as computer viruses, unauthorized access, natural disasters, terrorism, war, and telecommunication and electrical failures, which can compromise the confidentiality, integrity and availability of the systems. Although to our knowledge we have not experienced any material system failure or security breach to date, if such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our research, development, manufacturing, regulatory and commercialization efforts and our business operations.

In the ordinary course of our business, we collect and store sensitive data, including, among other things, legally protected patient health information, personally identifiable information about our employees, intellectual property, and proprietary business information. We manage and maintain our applications and data utilizing on-site systems and outsourced vendors. These applications and data encompass a wide variety of business-critical information, including research and development information, commercial information and business and financial information. Because information systems, networks and other technologies are critical to many of our operating activities, shutdowns or service disruptions at our company or vendors that provide information systems, networks, or other services to us pose increasing risks. Such disruptions may be caused by events such as computer hacking, phishing attacks, ransomware, dissemination of computer viruses, worms and other destructive or disruptive software, denial of service attacks and other malicious activity, as well as power outages, natural disasters (including extreme weather), terrorist attacks or other similar events. Such events could cause loss of data, damage to systems and data and leave us unable to utilize key business systems or access important data needed to operate our business. Our contractors and collaborators have and in the future may face similar risks, and service disruptions or security breaches of their systems could adversely affect our security, leave us without access to important systems, products, raw materials, components, services or information or expose our confidential data. In addition, system redundancy may be ineffective or inadequate, and our disaster recovery planning may not be sufficient to cover all eventualities. Significant events could result in a disruption of our operations, damage to our reputation or a loss of revenues. In addition, we may not have adequate insurance coverage to compensate for any losses associated with such events.

We could be subject to risks caused by misappropriation, misuse, leakage, falsification or intentional or accidental release or loss of information maintained in the information systems and networks of our company and our vendors, including personal information of our employees and patients, and company and vendor confidential data. In addition, outside parties may attempt to penetrate our systems or those of our vendors or fraudulently induce our personnel or the personnel of our vendors to disclose sensitive information in order to gain access to our data and/or systems. Like other companies, we and our third-party vendors have on occasion experienced, and will continue to experience, threats to our or their data and systems, including malicious codes and viruses, phishing, business email compromise attacks, ransomware, or other cyber-attacks. The number and complexity of these threats continue to increase over time. If a material breach of our information technology systems or those of our vendors occurs, we could be required to expend significant amounts of money and other resources to respond to these threats or breaches and to repair or replace information systems or networks and could suffer financial loss or the loss of valuable confidential information. In addition, we could be subject to regulatory actions and/or claims made by individuals and groups in private litigation involving privacy issues related to data collection and use practices and other data privacy laws and regulations, including claims for misuse or inappropriate disclosure of data, as well as unfair or deceptive practices. Although we develop and maintain systems and controls designed to prevent these events from occurring, and we have processes to identify and mitigate threats, the development and maintenance of these systems, controls and processes is costly and requires ongoing monitoring and updating as technologies change and efforts to overcome security measures become increasingly sophisticated. Moreover, despite our efforts, the possibility of these events occurring cannot be eliminated entirely. As we outsource more of our information systems to vendors, engage in more electronic transactions with payors and patients, and rely more on cloud-based information systems, the related security risks will increase and we will need to expend additional resources to protect our technology and information systems. In addition, there can be no assurance that our internal information technology systems or those of our contractors and collaborators, as well as our and their efforts to implement adequate security and control measures, will be sufficient to protect us against breakdowns, service disruptions, data deterioration or loss in the event of a system malfunction, or prevent data from being stolen or corrupted in the event of a cyberattack, security breach, ransomware, industrial espionage attack or insider threat attack that could adversely affect our business and operations and/or result in the loss or exposure of critical, proprietary, private, confidential or otherwise sensitive data, which could result in financial, legal, business or reputational harm to us.

Our failure to comply with data protection laws and regulations could lead to government enforcement actions and significant penalties against us, and adversely impact our operating results.

The regulatory framework for the collection, use, safeguarding, sharing, transfer and other processing of personal information and other regulated data worldwide is complex and is rapidly evolving.

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In the United States, Europe, China, and many other jurisdictions where we operate, we are subject to laws and regulations that address privacy, personal information protection and data security at both the federal and state State levels. Numerous laws and regulations, including, without limitation, privacy laws (such as the European Union's General Data Protection Regulation ("GDPR") or similar laws), security breach notification laws (such as Australia's amendment to the Privacy Act), health information privacy laws (such as the United States' Health Insurance Portability and Accountability Act ("HIPAA") and the Human Genetic Resources Administration of China's rules), and consumer protection laws (such as the United States' Federal Trade Commission's unfair or deceptive practices rules or California's Consumer Privacy Act and California's Privacy Rights Act), govern the collection, use, disclosure and protection of health-related and other personal information. A subset of these laws also have strict requirements governing the cross-border transmission of personal information (see —"*Compliance with the Data Security Law of the People's Republic of China (the "Data Security Law"), Cybersecurity Review Measures, Personal Information Protection Law of the People's Republic of China (the "PIPL"), regulations and guidelines relating to the multi-*

level protection scheme (the "MLPS") and any other future laws and regulations may entail significant expenses and could materially affect our business.").

The legal and regulatory landscape around data privacy is rapidly changing with countries and states passing new laws and regulations every year. Tracking and complying with these laws and regulations requires significant time and expenses and could materially affect our business. By way of example and without limitation, these laws may require updating of contracts, informed consent forms, clinical trial protocols and privacy notices; changes to company procedures; limiting what personal information we collect, who has access to it and how/where we use it; performing internal assessments; changes to the security and hosting solution of our systems; specific reporting and remediation efforts in the event of a data breach; and even opening our business up for external assessments by government bodies.

Given the variability and evolving state of these laws, we face uncertainty as to the exact interpretation of the new requirements, and we may be unsuccessful face challenges in implementing all measures required by regulators or courts in their interpretation.

Regulatory authorities in Europe have implemented and are considering a number of legislative and regulatory proposals concerning data protection. For example, the General Data Protection Regulation (EU) 2016/679 (GDPR), which became effective in 2018, imposes a broad range of strict requirements on companies subject to the GDPR. Because the GDPR specifically gives member states flexibility with respect to certain matters, national laws may partially deviate from the GDPR and impose different obligations from country to country, leading to additional complexity and uncertainty. Despite our best efforts to comply, there is a risk that Additionally, we may be subject to fines and penalties, litigation, and reputational harm in connection with experience a reportable data breach (see —"*Our information technology systems, or those used by our European activities. The GDPR contractors or collaborators, may increase our responsibility and liability in relation to personal data that we process where such processing is subject to the GDPR, and we may be required to put in place additional mechanisms to ensure compliance with the GDPR, including deviations implemented by individual countries.*

In addition, further to the UK's exit from the EU on January 31, 2020, the GDPR ceased to apply in the UK at the end of the transition period on December 31, 2020. However, as of January 1, 2021, the UK's European Union (Withdrawal) Act 2018 incorporated the GDPR (as it existed on December 31, 2020 but subject to certain UK specific amendments) into UK law, referred to as the UK GDPR. Although the UK is regarded as a third country under the EU's GDPR, the European Commission (EC) has now issued a decision recognizing the UK as providing adequate protection under the EU GDPR and, therefore, transfers of personal data originating in the EU to the UK remain unrestricted. The UK government has confirmed that personal data transfers from the UK to the EEA remain free flowing.

China has implemented rules and is considering a number of additional proposals concerning data protection. The Cyber Security Law of the PRC, fail or suffer security breaches, which became effective in 2017, created China's first national-level data protection for "network operators," which may include all organizations in China that provide services over the internet or another information network. Numerous related laws, regulations, guidelines and other measures are expected to be adopted, certain of which may, upon enactment, require security review before transferring human health-related data out of China. Additionally, the Measures for the Management of Scientific Data provides a broad definition of scientific data and relevant rules for the management of scientific data in China and requires that enterprises in China must seek regulatory approval before any scientific data involving a state secret may be transferred abroad or to foreign parties. Any researcher conducting research funded at least in part by the Chinese government is required to submit relevant scientific data for management by the entity to which such researcher is affiliated before such data may be published in any foreign academic journal. The Data Security Law of the PRC became effective on September 1, 2021. One of this law's primary goals is to ensure data security by establishing an overarching regulatory regime over data processors who process "important data" in China and subjecting such processors to a number of regulatory obligations, *e.g.*, data localization. Given its broad scope and impact it may have if enforced as is, it is expected that the State Council and relevant Chinese regulators will enact implementing rules to further clarify the scope and application of such requirement. In addition, the Personal Information Protection Law (PIPL) of the PRC became effective on November 1, 2021. The PIPL requires, among others, that (i) the processing of personal information should have a clear and reasonable purpose which should be directly related to the processing purpose, could result in a method that has the least impact on personal rights material disruption of our product development and interests, and (ii) the collection of personal information should be limited to the minimum scope necessary to achieve the processing purpose to avoid the excessive collection of personal information. The PIPL also requires entities handling personal information to bear responsibilities for their personal information handling activities, and adopt necessary measures to safeguard the security of the personal information they handle. Otherwise, such entities could be ordered to correct, or suspend or terminate the provision of services, and face confiscation of illegal income, fines or other penalties. The PIPL further specifies the conditions for providing personal information to overseas recipients, including conducting security assessment and personal information protection certification as well as entering into contractual arrangements with overseas information recipients. commercialization efforts

In addition, on November 14, 2021, the Cyberspace Administration of China promulgated the Draft Cyber Data Security Regulations, for public comments, pursuant to which, data processors processing important data or listed overseas shall conduct an annual data security self-assessment or entrust a data security service institution to do so, and submit the data security assessment report of the previous year to the local branch of the Cyberspace Administration of China before January 31 each year. Since there is no definite timetable as to when draft will be enacted, substantial uncertainties exist with respect to whether such annual data security self-assessment and reporting requirement would apply to us.

Furthermore, the PRC regulatory authorities have also enhanced the supervision and regulation on cross-border data transmission. For example, on October 29, 2021, the Measures for the Security Assessment of Cross-border Data Transmission (Draft for Comment) were proposed by the Cybersecurity Administration of China for public comments, which require that any data processor providing important data collected and generated during operations within the PRC or personal information that should be subject to security assessment according to law to an overseas recipient shall conduct security assessment. These

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measures have not been formally adopted, and substantial uncertainties still exist with respect to the enactment timetable, final content, interpretation and implementation of these measures and how they will affect our business operation.

We expect that these data protection and transfer laws and regulations will continue to receive greater attention and focus from regulators going forward, and we will continue to face uncertainty as to whether our efforts to comply with evolving obligations under data protection, privacy and security laws will be sufficient."). Any failure or perceived failure by us to comply with applicable laws and regulations could result in reputational damage or proceedings or actions against us by governmental entities, individuals or others. These proceedings or actions could subject us to significant administrative, civil or criminal fines or other penalties and negative publicity, result negatively impact our reputation. For severe violations, in the delayed some countries these laws even allow courts and government agencies to delay or halted halt transfer or confiscation of certain personal information, require deletion of personal information, or scientific data (such as the results even order we stop collection of our preclinical studies or clinical trials conducted within China), or other regulated data, result personal information in the suspension that country. All of research and development of drug candidates, ongoing clinical trials or ban on initiation of new trials, require us to change our business practices, increase our costs, or these could materially harm our business, prospects, and financial condition or even disrupt our operations.

These laws apply not just to us, but also to those vendors working on our behalf, as well as our business partners. Any actual or perceived failure of them to comply with these laws and results regulations could impact the services they provide to us, our collaborations with them and our reputation; additionally, there is a risk of operations. In addition, liability flowing to us under certain contractual and/or legal conditions.

Compliance with the Data Security Law of the People's Republic of China (the "Data Security Law"), Cybersecurity Review Measures, Personal Information Protection Law of the People's Republic of China (the "PIPL"), regulations and guidelines relating to the multi-level protection scheme (the "MLPS") and any other future laws and regulations may entail significant expenses and could materially affect our current business.

China has implemented extensive data protection, privacy and information security rules and is considering a number of additional proposals relating to these subject areas. We face significant uncertainties and risks related to these laws, regulations and policies, some of which were only recently enacted, and the interpretation of these legal requirements by government regulators as applied to biotechnology companies like us. For example, we do not maintain, nor do we intend to maintain in the future, relationships personally identifiable health information of patients in China. We do, however, collect and maintain de-identified or pseudonymized health data for clinical trials in compliance with customers, vendors, pharmaceutical partners and other third parties local regulations. This data could be negatively deemed "personal data" or "important data" by government regulators. With China's growing emphasis of its sovereignty over data derived from China, the outbound transmission of de-identified or pseudonymized health data for clinical trials may be subject to the new national security legal regime, including the Data Security Law, the Cyber Security Law of the People's Republic of China (the "Cyber Security Law"), the PIPL, and various implementing regulations and standards.

China's Data Security Law provides that the data processing activities must be conducted based on "data classification and hierarchical protection system" for the purpose of data protection and prohibits entities in China from transferring data stored in China to foreign law enforcement agencies or judicial authorities without prior approval by the relevant PRC authority. The classification of data is based on its importance in economic and social development, as well as the degree of harm expected to be caused to national security, public interests, or the legitimate rights and interests of individuals or organizations if such data is tampered with, destroyed, leaked, or illegally acquired or used.

The Cyber Security Law requires companies to take certain measures to ensure the security of their networks and data stored on their networks. Specifically, the Cyber Security Law provides that companies adopt an MLPS, under which network operators are required to perform obligations of security protection to ensure that the network is free from interference, disruption or unauthorized access, and prevent network data from being disclosed, stolen or tampered. The CAC released draft amendments to the Cyber Security Law in September 2022, which propose to impose more stringent legal liabilities for violations. Under the MLPS, entities operating information systems must have a thorough assessment of the risks and the conditions of their information and network systems to determine the level to which the entity's information and network systems belong, from the lowest Level 1 to the highest Level 5 pursuant to a series of national standards on the grading and implementation of the classified protection of cybersecurity. The grading result will determine the set of security protection obligations that entities must comply with and when relevant government authority examination and approval is required.

Under the Cyber Security Law and Data Security Law, we are required to establish and maintain a comprehensive data and network security management system that will enable us to monitor and respond appropriately to data security and network security risks. We are obligated to notify affected by individuals and appropriate Chinese regulators of and respond to any proceedings or actions against data security and network security incidents. Establishing and maintaining such systems takes substantial time, effort and cost, and we may not be able to establish and maintain such systems as fully as needed to ensure compliance with our legal obligations. Despite our investment, such systems may not adequately protect us or current enable us to appropriately respond to or future mitigate all data security and network security risks or incidents we may face.

Furthermore, under the Data Security Law, data categorized as "important data," which will be determined by governmental authorities in the form of catalogs, is to be processed and handled with a higher level of protection. The notion of important data is not clearly defined by the Cyber Security Law or the Data Security Law. In order to comply with the statutory requirements, we will need to determine whether we possess important data, monitor the important data catalogs that are expected to be published by local governments and departments, perform risk assessments and ensure we are complying with reporting obligations to applicable regulators. We may also be required to disclose to regulators business sensitive or network security-sensitive details regarding our processing of important data and may need to pass the government security review or obtain government approval in order to share important data with offshore recipients, which can include foreign licensors, or share data stored in mainland China with judicial and law enforcement authorities outside of mainland China. If judicial and law enforcement authorities outside mainland China require us to provide data stored in mainland China, and we are not able to pass any required government security review or obtain any required government approval to do so, we may not be able to meet the foreign authorities' requirements. The potential conflicts in legal obligations could have adverse impacts on our operations in and outside of mainland China. PRC regulatory authorities have also enhanced the supervision and regulation of cross-border data transmission. The Data Security Law prohibits entities and individuals in China from providing any foreign judicial or law enforcement authority with any data stored in China without approval from competent PRC authority, and sets forth the legal liabilities of entities and individuals found to be in

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violation of their data protection obligations, imposed including rectification order, warning, fines, suspension of relevant business, and revocation of business permits or licenses. Moreover, the CAC promulgated the Measures for the Security Assessment of Cross-border Data Transmission, which became effective as of September 1, 2022. According to these measures, personal data processors are subject to security assessment prior to any cross-border transfer of data if the transfer involves (i) important data; (ii) personal information transferred overseas by operators of critical information infrastructure or a data processor that has processed personal data of more than one million persons; (iii) personal information transferred overseas by a data processor who has already provided personal data of 100,000 persons or sensitive personal data of 10,000 persons overseas since January 1 of last year; or (iv) other circumstances as requested by the CAC. Any cross-border data transfer activities conducted in violation of the Measures for the Security Assessment of Cross-border Data Transmission before the effectiveness of these measures are required to be rectified by March 2023. Though these measures have already taken effect, substantial uncertainties still exist with respect to the interpretation and implementation of these measures in practice and how they will affect our business operation.

The CAC has taken action against several Chinese internet companies listed on them under applicable law. U.S. securities exchanges for alleged national security risks and improper collection and use of the personal information of Chinese data subjects. According to the official announcement, the action was initiated based on the National Security Law of the People's Republic of China (the "National Security Law"), the Cyber Security Law and the Cybersecurity Review Measures. Effective February 15, 2022, the CAC, together with 12 other PRC governmental authorities, promulgated the Revised Cybersecurity Review Measures, pursuant to which critical information infrastructure operators procuring network products and services and online platform operators carrying out data processing activities, which affect or may affect national security, shall conduct a cybersecurity review. In addition, a data breach affecting online platform operators possessing personal information of more than one million users seeking to be listed on foreign stock markets must apply for a cybersecurity review. The relevant competent governmental authorities may also initiate a cybersecurity review against the relevant operators if the authorities believe that the network product or service or data processing activities of such operators affect or may affect national security. There are still uncertainties as to the exact scope of network product or service or data processing activities that will or may affect national security, and the PRC government authorities may have discretion in the interpretation and enforcement of these measures.

Additionally, the CAC published the draft Administrative Regulations on Cyber Data Security ("Draft Cyber Data Security Regulations"), pursuant to which data processors shall apply for cybersecurity review if they engage in (i) merger, reorganization or division of internet platform operators with significant data resources related to national security, economic development or public interests that affects or may affect national security; (ii) overseas listing while processing over one million users' personal information; (iii) Hong Kong listing that affects or may affect national security; or (iv) other regulated data including health information, processing activities that affect or a failure may affect national security. The Draft Cyber Data Security Regulations further require data processors processing important data or going public overseas to comply conduct annual data security self-assessment and submit an assessment report to the CAC before January 31 each year. As the Draft Cyber Data Security Regulations were released only for public comment, the final version and the effective date thereof may be subject to change with applicable requirements substantial uncertainty.

It is unclear how widespread the cybersecurity review requirement and the enforcement action will be and what effect they will have on the life sciences sector generally and the Company in particular. China's regulators may impose penalties for non-compliance ranging from fines or suspension of operations, and the imposition of any such penalties on our business could result in significant management resources, legal and financial exposure and reputational damage that could potentially have cause a material adverse effect on our business, financial condition, results of operations, prospects and the trading price of our ordinary shares, ADSs and RMB Shares, and could lead to our delisting from the Nasdaq. As of the date of this report, we have not received any notice from any Chinese regulatory authority identifying us as a "critical information infrastructure operator," "online platform operator" or "data processor," or requiring us to go through the cybersecurity review procedures pursuant to the Revised Cybersecurity Review Measures and the Draft Cyber Data Security Regulations. However, there remains uncertainty as to how the regulations if enacted as currently proposed, will be interpreted or implemented and whether the Chinese regulatory authorities will adopt additional regulations. We intend to closely monitor the evolving laws and regulations in this area and take all reasonable measures to mitigate compliance risks, we cannot guarantee that our business and operations will not be adversely affected by the potential impact of the Revised Cybersecurity Review Measures, the Draft Cyber Data Security Regulations or other laws and regulations related to privacy, data protection and information security.

Additionally, the Standing Committee of the National People's Congress of the PRC promulgated the PIPL, which expands data protection compliance obligations to cover the processing of personal information of persons by organizations and individuals in China, and the processing of personal information of persons in China outside of China if such processing is for purposes of providing products and services to, or analyzing and evaluating the behavior of, persons in China. The PIPL also provides that critical information infrastructure operators and personal information processing entities that process personal information meeting a volume threshold are also required to store in China personal information generated or collected in China, and to pass a security assessment for any export of such personal information. Lastly, the PIPL contains proposals for significant fines for serious violations of up to RMB50 million, or 5% of annual revenues from the prior year, and penalties, including that companies found to have violated the PIPL may be ordered to suspend any related activity.

Interpretation, application and enforcement of these laws, rules and regulations evolve from time to time and their scope may continually change, through new legislation, amendments to existing legislation or changes in enforcement. Compliance with the Cyber Security Law, the Data Security Law and the PIPL could significantly increase the cost to us of providing our service offerings, require significant changes to our operations or even prevent us from providing certain service offerings in jurisdictions in which we currently operate or in which we may operate in the future. Despite our efforts to comply with applicable laws, regulations and other obligations relating to privacy, data protection and information security, it is possible that our practices, offerings or platform could fail to meet all of the requirements imposed by the Cyber Security Law, the Data Security Law and/or related implementing regulations. Any failure on our part to comply with such law or regulation, or any compromise of security that results in unauthorized access, use or release of personally identifiable information or other data, or the perception or allegation that any of the foregoing types of failure or compromise has occurred, could damage our reputation, discourage new and existing counterparties from contracting with us or result in investigations, fines, suspension or other penalties by Chinese government authorities and private claims or litigation, any of which could materially adversely affect our business, financial condition. condition and results of operations. Even if our practices are not subject to legal challenge, the perception of privacy concerns, whether or not valid, may harm our reputation and adversely affect our business, financial condition and results of operations. Moreover, the legal uncertainty created by the Data Security Law and the recent Chinese government actions could materially adversely affect our ability, on favorable terms, to raise capital in the U.S. and other markets in the future.

If we or parties on whom we rely fail to maintain the necessary licenses for the development, manufacture, sale and distribution of our products, our ability to conduct our business could be materially impaired.

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We are required to obtain, maintain and renew various permits, licenses and certificates to develop, manufacture, promote and sell our products. Third parties, such as distributors, third-party promoters and third-party manufacturers, on whom we may rely to develop, manufacture, promote, sell and distribute our products may be subject to similar requirements. We and third parties on whom we rely may be also subject to regular inspections, examinations, inquiries or audits by the regulatory authorities, and an adverse outcome of such inspections, examinations, inquiries or audits may result in the loss or non-renewal of the relevant permits, licenses and certificates. Moreover, the criteria used in reviewing applications for, or renewals of permits, licenses and certificates may change from time to time, and there can be no assurance that we or the parties on whom we rely will be able to meet new criteria that may be imposed to obtain or renew the necessary permits, licenses and certificates. Many of such permits, licenses and certificates are material to the operation of our business, and if we or parties on whom we rely fail to maintain or renew material permits, licenses and certificates, our ability to conduct our business could be materially impaired. Furthermore, if the interpretation or implementation of existing laws and regulations change, or new regulations come into effect, requiring us or parties on whom we rely to obtain any additional permits, licenses or certificates that were previously not required to operate our business, there can be no assurance that we or parties on whom we rely will successfully obtain such permits, licenses or certificates.

Business disruptions could seriously harm

Our financial and operating performance may be adversely affected by public health crises, natural catastrophes, or other disasters outside of our future revenue and financial condition and increase our costs and expenses. control.

Our global operations and those of our third-party contractors and collaborators could be subject expose us to natural or man-made disasters, such as earthquakes, hurricanes, floods, fires, explosions, public health crises, such as epidemics or pandemics, terrorist activity, wars, or other business interruptions outside of our control. Furthermore, we do not maintain any insurance other than property insurance for some of our buildings, vehicles and equipment. Accordingly, unexpected business interruptions resulting from disasters could disrupt our operations and thereby result in substantial costs and diversion of resources. For example, our Guangzhou manufacturing facility was hit by a typhoon in 2019 and although the typhoon did not cause material damage to the facility, the boundary area and the adjacent land were flooded, causing a power outage for a few days. Afterwards, we built a gutter along the boundary and installed waterproof electricity cables to fortify the facility and to help prevent future interruptions. A significant disruption at either our Guangzhou or Suzhou manufacturing facilities, even on a short-term basis, could impair our ability to timely produce products, which we are predominantly self-insured. In addition, we partially rely could have a material adverse effect on our third-party research institution collaborators for conducting research business, financial position and development results of operations.

Our production process requires a continuous supply of electricity. We have encountered power shortages historically in China due to restricted power supply to industrial users during summers when the usage of electricity is high and supply is limited or as a result of damage to the electricity supply network. Because the duration of those power shortages was brief, they had no material impact on our drug candidates, operations. Longer interruptions of electricity supply could result in lengthy production shutdowns, increased costs associated with restarting production and they may be affected by such business interruptions, government shutdowns the loss of production in progress. Any major suspension or withdrawn funding. The occurrence termination of any of these electricity or other unexpected business interruptions could seriously harm have a material adverse impact on our operations and business, financial condition and increase our costs and expenses. results of operations.

We partially also rely in part on third-party manufacturers to produce and process our medicines and drug candidates. Our ability to obtain supplies of our medicines and drug candidates could be disrupted if the operations of these suppliers are affected by man-made or natural disasters, public health epidemics or other business interruptions. Damage or extended periods of interruption to our or our vendors' corporate, development, research or manufacturing facilities due to fire, natural disaster, power loss, communications failure, unauthorized entry, public health epidemics or other events interruptions which could cause us to delay or cease development or commercialization of some or all of our medicines and drug candidates. Although In addition, we maintain insurance coverage partially rely on these facilities, our insurance might not cover all losses under such circumstances third-party research institution collaborators for conducting research and development of our business drug candidates, and they may be seriously harmed affected by such delays business interruptions, government shutdowns or withdrawn funding. For example, the ability of the FDA to review and interruption. For example, approve new products can be affected by a variety of factors, including government budget and funding levels, the ability to hire and retain key personnel and accept the payment of user fees, and statutory, regulatory and policy changes. Average review times at the agency have fluctuated in recent years as a result. In addition, government funding of the SEC and other government agencies on which our operations may rely, including those that fund research and development activities, is subject to the political process, which is inherently fluid and unpredictable. Disruptions at the FDA and other agencies may also slow the time necessary for new product candidates to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. If a prolonged government shutdown occurs, it could significantly impact the ability of the FDA to timely review and process our regulatory submissions, which could have a material adverse effect on our business. Further, future government shutdowns could impact our ability to access the public markets and obtain necessary capital in order to properly capitalize and continue our operations.

In particular, the COVID-19 pandemic has impacted and could continue to negatively impact our business and our financial performance, including causing a delay in or the inability of health authorities to complete regulatory inspections of our development activities, regulatory filings or manufacturing operations. Our clinical development and commercial efforts could be delayed or otherwise negatively impacted, as patients may be reluctant to go to the hospitals to receive treatment, or our regulatory inspections or regulatory filings and approvals could be delayed. We have already experienced delays in clinical trial recruitment. Additionally, the commercial or clinical supply of our medicines and drug candidates could be negatively impacted due to reduced operations or a shutdown of our or our third-party manufacturing facilities, distribution channels and transportation systems, or shortages of raw materials and drug product.

Our business and results of operations could be adversely affected by public health crises and natural catastrophes or other disasters outside of our control in the locations in which we and our contractors and collaborators operate.

Our global operations expose us to risks associated with public health crises, such as epidemics and pandemics, natural catastrophes, such as earthquakes, hurricanes, typhoons, or floods, or other disasters such as fires, explosions and terrorist activity or wars that are outside of our control, including government reactions due to such events. Our business operations and those of our contractors and collaborators may potentially suffer interruptions caused by any of these events.

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In December 2019, addition, the COVID-19 pandemic began to impact the population in China and since January 2020, the COVID-19 pandemic has spread around the world. The continued spread of COVID-19, despite progress in vaccination efforts, has negatively impacted our business and results of operations, including commercial sales, regulatory interactions, inspections, and filings, and clinical trial recruitment, participation and data read outs. In addition, COVID-19 has resulted in significant governmental measures being implemented to control the spread of the virus, including quarantines, travel restrictions, social distancing and business shutdowns. The extent to which such measures are removed or new measures are put in place will depend upon how the pandemic evolves, as well as the distribution of available vaccines, the rates at which they are administered and the emergence of new variants of the virus. We As needed, we have taken precautionary measures intended to help minimize the risk of the virus to our employees, including temporarily requiring many employees to work remotely. We have suspended remotely or limited suspending or limiting non-essential travel worldwide for our employees and are discouraging employee attendance at other gatherings. employees. These measures could negatively affect our business. For instance, temporarily requiring all employees to work remotely may induce absenteeism or employee turnover, disrupt our operations or increase the risk of a cybersecurity incident. COVID-19 has also caused volatility in the global financial markets and threatened a slowdown in the global economy, which may negatively affect our business, results of operations, and financial condition.

The extent to which the COVID-19 pandemic may continue to impact our business will depend on future developments, which are highly uncertain, and cannot be predicted with confidence, such as the duration of the pandemic, the severity of COVID-19, including the continued emergence of new variants, developments or perceptions regarding the safety of vaccines, or any additional preventative and protective actions taken to contain the pandemic or treat its impact, particularly in the United States, China, Europe and other geographies where we or our third-party contractors and collaborators operate. We cannot presently predict the scope and severity of any potential business shutdowns or disruptions and any new wave of COVID-19 cases could have a widespread impact on our business and results of operations depending on where infection rates are the highest. If we or any of the third parties with whom we engage, however, were to experience shutdowns or other business disruptions, our ability to conduct our business in the manner and on the timelines presently planned could be materially and negatively affected, which could have a material adverse impact on our business, results of operations, and financial condition. We will continue to monitor the latest disruptions and uncertainties relating to the COVID-19 pandemic, including the pace of vaccinations and the emergence of new and more contagious strains of the virus, and any resulting impact on our business, financial condition, results of operations and prospects. impact. Any resulting financial impact cannot be reasonably estimated at this time and may have a material adverse impact on our business, financial condition and results of operations.

Environmental regulation of our business, as a response to climate change, could adversely impact us by increasing our compliance costs and could have a material adverse effect on our results and financial condition.

There has been a broad range of proposed and promulgated state, national and international regulation aimed at reducing the effects of climate change. Such regulations apply or could apply in countries where we have interests or could have interests in the future. Such regulation could result in additional costs in the form of taxes and investments of capital to maintain compliance with laws and regulations.

Climate change regulations continue to evolve, and while it is not possible to accurately estimate either a timetable for implementation or our future compliance costs relating to implementation, it is possible that such regulation could have a material effect in the foreseeable future on our business, results of operations, capital expenditures or financial position.

Our financial and operating performance may be adversely affected by adverse weather conditions, natural disasters and other catastrophes.

We have manufacturing facilities in Suzhou and Guangzhou, China. A significant disruption at these facilities, even on a short-term basis, could impair our ability to timely produce products, which could have a material adverse effect on our business, financial position and results of operations. Our manufacturing operations are vulnerable to interruption and damage from natural and other types of disasters, including earthquake, fire, floods, environmental accidents, power loss, communications failures and similar events. If any disaster were to occur, our ability to operate our business at our facilities would be seriously impaired. For example, our Guangzhou manufacturing facility was hit by a typhoon in 2019, but the typhoon did not cause material damage to the facility. However, the boundary area and the adjacent land were flooded, causing a power outage for a few days. Afterwards, we built a gutter along the boundary and installed waterproof electricity cables to fortify the facility and to help prevent future interruptions.

In addition, we do not maintain any insurance other than property insurance for some of our buildings, vehicles and equipment. Accordingly, unexpected business interruptions resulting from disasters could disrupt our operations and thereby result in substantial costs and diversion of resources. Our production process requires a continuous supply of electricity. We have encountered power shortages historically in China due to restricted power supply to industrial users during summers when the usage of electricity is high and supply is limited or as a result of damage to the electricity supply network. Because the duration of those power shortages was brief, they had no material impact on our operations. Longer interruptions of electricity supply could result in lengthy production shutdowns, increased costs associated with restarting production and the loss of production in progress. Any major suspension or termination of electricity or other unexpected business interruptions could have a material adverse impact on our business, financial condition and results of operations.

Climate change manifesting as physical or transition risks, included related environmental regulation, could have a material adverse impact on our business operations, clients and customers.

The long-term effects of climate change are difficult to assess and predict. Our business and the activities of our clients and customers could be impacted by climate change. Climate change could manifest as a financial risk either through changes in the physical climate or from the process of transitioning to a low-carbon economy, including changes in climate policy or in the related environmental regulation of companies with respect to risks posed by climate change.

The physical impacts of climate change may include physical risks (such as rising sea levels or frequency and severity of extreme weather conditions), social and human effects (such as population dislocations or harm to health and well-being), compliance costs and transition risks (such as regulatory or technology changes) and other adverse effects. The effects could impair, for example, the availability and cost of certain products, commodities and energy (including utilities), which in turn may impact our ability to procure goods or services required for the operation of our business at the quantities and levels we require. Furthermore, related environmental regulation as a response to climate change could result in additional costs in the form of taxes and investments of capital to maintain complacent with such laws. We bear losses incurred as a result of, for example, physical damage to or destruction of our facilities, loss or spoilage of inventory, and business interruption due to weather events that may be attributable to climate change and could materially adversely affect our business operations, financial position or results of operation.

Product liability claims or lawsuits could cause us to incur substantial liabilities.

We face an inherent risk of product liability as a result of the commercialization of our medicines in the United States, China, Europe and other markets, and for the clinical testing and any future commercialization of our drug candidates globally. For example, we may be sued if our medicines or drug candidates cause or are perceived to cause injury or are found to be otherwise unsuitable during clinical testing, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the medicine, negligence, strict liability or a breach of warranties. Claims could also be asserted under applicable consumer protection acts. If we cannot successfully defend ourselves against or obtain indemnification from our collaborators for product liability claims, we may incur

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substantial liabilities or be required to limit commercialization of our medicines and drug candidates. Even successful defense would require significant financial and management resources. Regardless of the merits or eventual outcome, liability claims may result in: decreased demand for our medicines; injury to our reputation; withdrawal of clinical trial participants and inability to continue clinical trials; initiation of investigations by regulators; costs to defend the related litigation; a diversion of our management's time and resources; substantial monetary awards to trial participants or patients; product recalls, withdrawals or labeling, marketing or promotional restrictions; loss of revenue; exhaustion of any available insurance and our capital resources; the inability to commercialize any medicine or drug candidate; and a decline in our share price.

Our inability to obtain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims could prevent or inhibit the commercialization of our medicines and drug candidates. Although we currently hold product liability coverage which we believe to be sufficient in light of our current products and clinical programs, the amount of such insurance coverage may not be adequate, and we may be unable to maintain such insurance at a reasonable cost or in an amount adequate to satisfy any liability that may arise, or we may not be able to obtain additional or replacement insurance at a reasonable cost, if at all. Our insurance policies may also have various exclusions, and we may be subject to a product liability claim for which we have no coverage. We may have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay such amounts. Even if our agreements with any future collaborators entitle us to indemnification against losses, such indemnification may not be available or adequate should any claim arise.

We are subject to the risks and challenges of doing business globally, which may adversely affect our business operations.

Our business is subject to risks and challenges associated with doing business globally. Accordingly, our business and financial results could be adversely affected due to a variety of factors, including: changes in a specific country's or region's political and cultural climate or economic condition; unexpected changes in laws and regulatory requirements in local jurisdictions; challenges in replicating or adapting our company policies and procedures to operating environments different from that of the United States; difficulty of effective enforcement of contractual provisions in local jurisdictions; inadequate intellectual property protection in certain countries; enforcement of anti-corruption and anti-bribery laws, such as the FCPA; trade-protection measures or disputes, import or export licensing requirements, and fines, penalties or suspension or revocation of export privileges; laws and regulations on foreign investment in the United States under the jurisdiction of the CFIUS and other agencies; the effects of applicable local tax regimes and potentially adverse tax consequences; the impact of public health epidemics on employees, our operations and the global economy; restrictions on international travel and commerce; and significant adverse changes in local currency exchange rates. In addition, in 2017 the United Kingdom Financial Conduct Authority (FCA) ("UKFCA"), which regulates the London Interbank Offered Rate (LIBOR) ("LIBOR"), announced that it will no longer require banks to submit rates for the calculation of LIBOR to the LIBOR administrator after 2021. On November 30, 2020, the FCA UKFCA announced a partial extension of this deadline, indicating its intention to cease the publication of the one-week and two-month USD LIBOR settings immediately following December 31, 2021, and the remaining USD LIBOR settings immediately following the LIBOR publication on June 30, 2023. While various replacement reference rates have been proposed, an alternative reference rate to LIBOR has not yet been widely adopted. As such, the replacement of LIBOR could have an adverse effect on the market for, or value of, LIBOR-linked financial instruments. Failure to manage these risks and challenges could negatively affect our ability to expand our businesses and operations as well as materially and adversely affect our business, financial condition and results of operations.

Future operating results could be negatively affected by changes in tax rates, the adoption of new tax legislation in the jurisdictions in which we operate, or exposure to additional tax liabilities.

The nature of our international operations subjects us to local, state, regional and national tax laws in jurisdictions around the world. Our future tax expense could be affected by changes in the mix of earnings in countries with differing statutory tax rates, changes in the valuation of deferred tax assets and liabilities or changes in tax laws or their interpretation. Additionally, tax rules governing cross-border activities are continually subject to modification intended to address concerns over base erosion and profit shifting (BEPS) and other perceived international tax avoidance techniques as a result of both coordinated actions by governments, such as the OECD/G20 Inclusive Framework on BEPS, and unilateral measures designed by individual countries. For example, the Cayman Islands has enacted the International Tax Co-operation (Economic Substance) Law (2020 Revision) (the "Economic Substance Law"), which originally took effect on January 1, 2019, and which is accompanied by Guidance on Economic Substance for Geographically Mobile Activities (Version 2.0; April 30, 2019) published by the Cayman Islands Tax Information Authority. The Economic Substance Law embraces a global initiative to combat BEPS and demonstrates the continued commitment of the Cayman Islands to international best practice. The Economic Substance Law provides that relevant entities that existed before January 1, 2019 and that had been conducting relevant activities by that date must comply with the economic substance requirements from July 1, 2019, and relevant entities that are established from January 1, 2019 onwards must comply with the requirements from the date they commence the relevant activity. Although we believe that we currently are not obliged to meet the economic substance requirements under the Economic Substance Law, we cannot predict any changes to the legislation or its interpretation in the future. If we are obliged to meet certain economic substance requirements in the future, our business and results of operations could be negatively impacted if we are required to make changes to our business in order to gain compliance or if we fail to comply.

We have received tax rulings from various governments that have jurisdictional authority over our operations. If we are unable to meet the requirements of such agreements, or if they expire or are renewed on less favorable terms, the result could negatively impact our future earnings. Additionally, the European Commission has opened formal investigations into specific tax rulings granted by several countries to specific taxpayers. While we believe that our rulings are consistent with accepted tax ruling practices, the ultimate resolution of such activities cannot be predicted and could also have an adverse impact on future operating results.

Risks Related to Our Doing Business in the PRC

Changes in the political and economic policies of the PRC government or in relations between China and the United States or other governments and the significant oversight and discretion the PRC government has over the conduct of the business operations of our PRC subsidiaries may materially and adversely affect our business, financial condition, and results of operations and may result in our inability to sustain our growth and expansion strategies.

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Due to our operations in China, our business, results of operations, financial condition and prospects may be influenced to a significant degree by economic, political, legal and social conditions in the PRC or changes in government relations between

China and the United States or other governments. There is significant uncertainty about the future relationship between the United States and China with respect to trade policies, treaties, government regulations and tariffs. China's economy differs from the economies of other countries in many respects, including with respect to the level of development, growth rate, amount of government involvement, control of foreign exchange and allocation of resources. While China's economy has experienced significant growth over the past four decades, growth has been uneven across different regions and among various economic sectors. The Chinese government has implemented various measures to encourage economic development and guide the allocation of resources. Some of these measures may benefit the overall Chinese economy, but may have a negative effect on us. For example, our financial condition and results of operations may be adversely affected by government control over capital investments or changes in tax regulations that are currently applicable to us. In addition, in the past the Chinese government implemented certain measures, including interest rate increases, to manage the pace of economic growth and prevent the economy from overheating. These measures may cause decreased economic activity in China, which may adversely affect our business and results of operations.

Additionally, the Chinese The PRC government has published new policies the ability to exert substantial control over any offering of securities conducted overseas and/or foreign investment in China-based issuers, and, as a result, may limit or completely hinder our ability to offer or continue to offer securities to investors, and may cause the value of such securities to significantly decline or be worthless.

The PRC government has recently indicated its intent to exert more oversight and control over securities offerings and other capital markets activities that significantly affect certain industries are conducted overseas and foreign investment in China-based companies. If the PRC authorities attempt to exercise such as the education and internet industries, and control or influence through regulation over our PRC subsidiaries, we cannot rule out the possibility that it will could be required to restructure our operations to comply with such regulations or potentially cease operations in the future release regulations or policies regarding our industry that PRC entirely, which could require us to obtain additional permission from Chinese authorities to continue to operate our business in China, which may adversely affect our business, financial condition and results of operations.

Furthermore, recent statements made operations and financial condition. Any such action, once taken by the Chinese PRC government, have indicated an intent could significantly limit or completely hinder our ability to increase offer or continue to offer securities to investors and cause the government's oversight value of such securities to significantly decline or in extreme cases, become worthless.

For example, the PRC government recently initiated a series of regulatory actions and control over offerings of companies with significant statements to regulate business operations in China, that are including cracking down on illegal activities in the securities market, enhancing supervision over China-based companies listed overseas using the variable interest entity structure, adopting new measures to be conducted extend the scope of cybersecurity reviews, and expanding the efforts in foreign markets.

anti-monopoly enforcement. For example, in July 2021, the relevant PRC government authorities made public the Opinions on Intensifying Crack Down on Illegal Securities Activities (the "Securities Opinions"), which emphasized the need to strengthen the administration over illegal securities activities and the supervision on overseas listings by China-based companies and proposed to take effective measures, such as promoting the construction of relevant regulatory systems to deal with the risks and incidents faced by China-based overseas listed companies.

Furthermore, in July 2021, the PRC government provided guidance on China-based companies raising capital outside of China, including through arrangements called variable interest entities (VIEs) ("VIEs"). In light of such developments, the SEC has imposed enhanced disclosure requirements on China-based companies seeking to register securities with the SEC. On December 24, 2021 Most recently, on February 17, 2023, the CSRC released the Provisions of the State Council on the Administration of Domestic Companies Offering Securities for Overseas Listing (Revision Draft for Comments) (the Draft Provisions) Trial Measures and the Administrative Measures for the Filing of Domestic Companies Seeking Overseas Securities Offering and Listing (the Filing Measures, or collectively, the Draft Overseas Listing Regulations) for public comment. five relevant guidelines which will take effect from March 31, 2023. According to the Draft Overseas Listing Regulations, Trial Measures, where Chinese companies that have directly or indirectly listed securities in overseas markets conduct follow-on offering of equity securities in such overseas markets, they shall fulfill the filing procedures with and report relevant information to the CSRC. As the Overseas Listing Trial Measures have just been promulgated, there are substantial uncertainties as to its interpretation and implementation. We cannot assure you that we would not be deemed as an indirect overseas listed Chinese company under the Overseas Listing Trial Measures. If we are deemed as an indirect overseas listed Chinese company but fail to complete the filing procedures with the CSRC for any of our follow-on offerings or fell within any of the circumstances where our follow-on offering is prohibited by the State Council, our offering application may be suspended and follow relevant reporting requirements thereunder, we may be subject to penalties, sanctions and fines imposed by the CSRC and relevant departments of the State Council. The Draft See also "Item 1. Business – Government Regulation – PRC Regulation – Regulations Relating to Overseas Listing Regulations were released only for soliciting public comments at this stage and their provisions and anticipated adoption or effective date are subject to changes and thus their interpretation and implementation remain substantially uncertain. Listing". We are currently evaluating the implications and potential impact of the Draft Overseas Listing Regulations Trial Measures and will continue to closely monitor the development interpretation and implementation of the Draft Overseas Listing Regulations. Although we do not have a VIE structure, due Trial Measures. Due to our operations in China and stock listings in and outside of China, the Overseas Listing Trial Measures and any future PRC, U.S. or other rules and regulations that place restrictions on capital raising or other activities by companies with extensive operations in China could adversely affect our business and results of operations. Any such action, once taken by the Chinese government, operations and could significantly limit or completely hinder our ability to offer or continue to offer our ADSs or ordinary shares to investors, and could cause the value of our ADSs or ordinary shares to significantly decline or become worthless.

On February 24, 2023, the CSRC and other PRC governmental authorities jointly issued the revised Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (the "Revised Confidentiality Provisions"), which will come into effect on March 31, 2023. According to the Revised Confidentiality Provisions, Chinese companies that directly or indirectly conduct overseas offerings and listings, shall strictly abide by the laws and regulations on confidentiality when providing or publicly disclosing, either directly or through their overseas listed entities, materials to securities services providers. In the event such materials contain state secrets or working secrets of government agencies, the Chinese companies shall first obtain approval from authorities, and file with the secrecy administrative department at the same level with the approving authority; in the event that such materials, if divulged, will jeopardize national security or public interest, the Chinese companies shall comply with procedures stipulated by national regulations. The Chinese companies shall also provide a written statement of the specific sensitive information provided when providing materials to securities service providers, and such written statements shall be retained for inspection. As the Revised Confidentiality Provisions were recently promulgated and has not taken effect, their interpretation and implementation remain substantially uncertain.

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Currently, these statements and regulatory actions have had no impact on our daily business operations, the ability to accept foreign investments and list our securities on a U.S. or other foreign exchange. However, since these statements and regulatory actions are new, it is highly uncertain how the legislative or administrative regulation making bodies will further respond and what existing or new laws or regulations or detailed implementations and interpretations will be further modified or promulgated, if any, and the potential impact such modified or new laws and regulations will have on our daily business operations, the ability to accept foreign investments and list our securities on a U.S., Hong Kong, or other stock exchanges. There are still substantial uncertainties as to how PRC governmental authorities will regulate overseas listing in practice and whether we are required to obtain any specific regulatory approvals from the CSRC, CAC or any other PRC governmental authorities for our offshore offerings. If the business environment in China deteriorates from the perspective of domestic or international investment, or if relations between China and the United States CSRC, CAC or other governments deteriorate, regulatory agencies later promulgate new rules or explanations requiring that we obtain their approvals for our business future offshore offerings, we may be unable to obtain such approvals in China a timely manner, or at all, and United States such approvals may also be adversely affected. rescinded even if obtained. Any such circumstance could significantly limit or completely hinder our ability to continue to offer securities to investors and cause the value of such securities to significantly decline or be worthless. In addition, implementation of industry-wide regulations directly targeting our operations could cause the value of our securities to significantly decline. Therefore, investors of our company face potential uncertainty from actions taken by the PRC government affecting our business.

The audit report reports included in our Annual Report previous annual reports on Form 10-K filed with the SEC is have historically been prepared by auditors who are not inspected fully by the Public Company Accounting Oversight Board (the PCAOB) "PCAOB"), and as such, investors are have previously been deprived of the benefits of such inspection. inspections.

Our auditor, Ernst & Young Hua Ming LLP, our auditor from fiscal year 2014 to fiscal year 2021, is required to undergo regular inspections by the PCAOB as an auditor of companies that are publicly traded in the United States and a firm registered with the PCAOB. However, Since Ernst & Young Hua Ming LLP is located in China, a jurisdiction where the PCAOB had been unable to conduct inspections without the approval of the Chinese authorities, Ernst & Young Hua Ming LLP has not been and is not currently inspected by the PCAOB. Additionally, because we have substantial operations within the PRC, a jurisdiction where the PCAOB is currently was previously unable to conduct inspections without the approval of the Chinese government authorities, our auditor Ernst & Young Hua Ming LLP and its the audit work that is it has carried out for us in the PRC is has not currently historically been able to be inspected independently and fully by the PCAOB.

Inspections of other auditors conducted by the PCAOB outside the PRC have at times identified deficiencies in those auditors' audit procedures and quality control procedures, which may be addressed as part of the inspection process to improve future audit quality. The lack of PCAOB inspections of audit work undertaken in the PRC prevents the PCAOB from regularly evaluating our auditor's auditors' audits and its their quality control procedures. As a result, to the extent that any components of our auditor's work papers had been located in China, such work papers had not been subject to inspection by the PCAOB. As a result, we and investors may be of our ADSs, ordinary shares and RMB Shares had been deprived of the benefits of such PCAOB inspections, which could cause investors and may potential investors of our securities to lose confidence in our audit procedures and reported financial information and procedures and the quality of our financial statements.

In recent years, U.S. regulatory authorities have continued Our ADSs may be delisted and our ADSs and ordinary shares prohibited from trading in the over-the-counter market to express the extent the Holding Foreign Companies Accountable Act is further revised or similar legislation is enacted. The delisting of our ADSs, or the threat of their concerns about challenges in their oversight being delisted, may materially and adversely affect the value of financial statement audits of U.S.-listed companies with significant operations in China. your investment.

As part of a continued regulatory focus in the United States on access to audit and other information currently protected by national law, in particular China's, the United States enacted the Holding Foreign Companies Accountable Act (the "HFCA Act" ("HFCAA"), was signed into law in December 2020. The HFCA Act includes requirements for HFCAA states if the SEC to identify issuers whose determines that we have filed audit work is performed by auditors that the PCAOB is unable to inspect or investigate completely because of a restriction imposed by a non-U.S. authority in the auditor's local jurisdiction. The HFCA Act also requires that, to the extent that the PCAOB has been unable to inspect an issuer's auditor for three consecutive years since 2021, the SEC shall prohibit its securities registered in the United States from being traded on any national securities exchange or over-the-counter markets in the United States.

On March 24, 2021, the SEC adopted an interim final rule to implement the HFCA Act, which became effective on May 5, 2021. The interim final rule applies to registrants that the SEC identifies as having filed an annual report with an audit report reports issued by a registered public accounting firm that is located in a foreign jurisdiction that has not been subject to inspection by the PCAOB is unable to inspect for three consecutive years beginning in 2021, the SEC shall prohibit securities from being traded on a national securities exchange or investigate completely because in the over-the-counter trading market in the U.S. On March 30, 2022, as expected following its adoption of a position taken by an authority in that jurisdiction. Consistent with the HFCA Act, the interim final rule requires the submission of documentation implementing rules pursuant to the HFCAA, the SEC establishing that such added us to its conclusive list of issuers identified under HFCAA, after being provisionally named as a registrant is not owned or controlled by a government entity in that foreign jurisdiction and also requires disclosure in a foreign issuer's Commission-Identified Issuer on March 8, 2022, following the filing of our annual report regarding the audit arrangements of, and government influence on such registrants. On May 13, 2021, the PCAOB issued proposed PCAOB Rule 6100 Board Determinations Under the Holding Foreign Companies Accountable Act for public comment. The proposed rule provides a framework for making determinations as to whether PCAOB is unable to inspect an audit firm in a foreign jurisdiction, including the timing, factors, bases, publication and revocation or modification of such determinations, and such determinations will be made on a jurisdiction-wide basis in a consistent manner applicable to all firms headquartered in the jurisdiction. Furthermore, on June 22, 2021, the U.S. Senate passed Form 10-K, which annual report was audited by Ernst & Young Hua Ming LLP. In December 2022, the Accelerating Holding Foreign Companies Accountable Act (the "AHFCA Act" ("AHFCAA"), was signed into law, which amended the HFCAA to shorten the three-year period to two years.

However, as our global business has expanded, we built substantial organizational capabilities outside of the PRC and on February 4, 2022 we have evaluated, designed and implemented business processes and control changes which has enabled us to engage Ernst & Young LLP, located in Boston, Massachusetts, United States, as our independent registered public accounting firm for the audits of our financial statements and internal control over financial reporting for the fiscal year ending December 31, 2022. We expect that this will satisfy the PCAOB inspection requirements for the audit of our consolidated financial statements, subject to compliance with SEC and other requirements prior to the two-year deadline of the AHFCAA.

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On August 26, 2022, the U.S. House PCAOB signed a Statement of Representatives passed Protocol with the America Creating Opportunities CSRC and the Ministry of Finance of the People's Republic of China, for Manufacturing Pre-Eminence in Technology and Economic Strength (COMPETES) Act of 2022 (the "America COMPETES Act"). If either the AHFCA Act or America COMPETES Act is enacted into law, it would amend the HFCA Act and require the SEC to prohibit an issuer's securities from trading on any U.S. stock exchanges if its auditor is not subject to PCAOB inspections opening access for two consecutive years instead of three. As a result, our securities may be prohibited from trading on Nasdaq or other U.S. stock exchange if our auditor is not inspected by the PCAOB for three consecutive years as specified in the HFCA Act or two years if the AHFCA Act or America COMPETES Act is enacted, to inspect and this ultimately could result in our ADSs being delisted.

While there has been dialogue among the CSRC, the SEC and the PCAOB regarding the inspection of PCAOB-registered investigate completely registered public accounting firms in mainland China and Hong Kong. The PCAOB staff members conducted on-site inspections and investigations from September to November 2022. In December 2022, the PCAOB announced that it has secured complete access to inspect and investigate registered public accounting firms headquartered in mainland China and Hong Kong and confirmed that until such time as the PCAOB issues any new determination, there can be are no assurance Commission-identified Issuers at risk of having their securities subject to a trading prohibition under the HFCAA.

Given that Ernst and Young LLP (United States) now serves as the principal accountant to audit our auditor or us will consolidated financial statements, we expect to be able to comply with requirements imposed the HFCAA and AHFCAA and certify that we have retained a registered public accounting firm that the PCAOB has determined it is able to inspect or investigate, Ernst & Young LLP (United States), which would preclude a further finding by the SEC that we are a Commission-Identified Issuer and therefore the delisting of our ADSs from the Nasdaq Global Select Market.

Additionally, in October 2021, Nasdaq adopted additional listing criteria applicable to companies that primarily operate in jurisdictions where local regulators impose secrecy laws, national security laws or other laws that restrict U.S. regulators. regulators from accessing information relating to the issuer (a "Restrictive Market"). Under this rule, whether a jurisdiction permits PCAOB inspection would be a factor in determining whether a jurisdiction is deemed by Nasdaq to be a Restrictive Market. China will likely be determined to be a Restrictive Market and, as a result, Nasdaq may impose on us additional continued listing criteria or deny continued listing of our securities on Nasdaq, and we cannot assure you whether Nasdaq or regulatory authorities would apply additional and more stringent criteria to us after considering the effectiveness of our auditor's audit procedures and quality control procedures, adequacy of personnel and training, or sufficiency of resources, geographic reach or experience as it relates to our audit.

However, these efforts may not be sufficient and ultimately may not be successful. We may also be subject to enforcement under the HFCAA, the rules implementing the act that may be adopted by the SEC, and any other similar legislation that may be enacted into law or executive orders that may be adopted in the future. Although we are committed to complying with the rules and regulations applicable to listed companies in the United States, we are currently unable to predict the potential impact on our listed status by any rules that may be adopted by the SEC under the HFCAA in the future. If we failed to comply with those rules, it is possible that our ADSs would be delisted. The risk and uncertainty associated with a potential delisting would have a negative impact on the price of our ADSs, ordinary shares and RMB Shares. Delisting of our ADSs would force holders of our ADSs to sell their ADSs or convert them into our ordinary shares, which are listed for trading on the HKEx. Although our ordinary shares are listed in Hong Kong, investors may face difficulties in converting their ADSs into ordinary shares and migrating the ordinary shares to Hong Kong, or may have to incur increased costs or suffer losses in order to do so. The market price of our ADSs could be adversely affected as a result of anticipated negative impacts of these actions upon, as well as negative investor sentiment towards, companies with significant operations in China that are listed in the United States, regardless of whether these actions are implemented and regardless of our actual operating performance.

As our global business has expanded, we have built substantial organizational capabilities outside of China. We have evaluated, designed and are implementing additional business processes and control changes which we believe will enable us to engage an independent registered public accounting firm that satisfies the PCAOB inspection requirements for the audit of our consolidated financial statements, subject to compliance with SEC and other requirements prior to the three-year (or two-year under AHFCA Act or America COMPETES Act) deadline of the HFCA Act. However, these efforts may not be sufficient, or may take time for us to implement and ultimately may not be successful. We may also be subject to enforcement under the HFCA Act, the rules implementing the act that may be adopted by the SEC, and any other similar legislation that may be enacted into law or executive orders that may be adopted in the future. Although we are committed to complying with the rules and regulations applicable to listed companies in the United States, we are currently unable to predict the potential impact on our listed status by the rules that may be adopted by the SEC under the HFCA Act. If we failed to comply with those rules, it is possible that our ADSs will be delisted. The risk and uncertainty associated with a potential delisting would have a negative impact on the price of our ADSs, ordinary shares and RMB Shares. Failure to adopt effective contingency plans may also have a material adverse impact on our business and the price of our ADSs, ordinary shares and RMB Shares.

Proceedings instituted by the SEC against five PRC-based accounting firms and any negative news about the proceedings against these audit firms, including Ernst & Young Hua Ming LLP, could adversely affect the market price of our independent registered public accounting firm, could result in our inability to find a registered public accounting firm to audit and issue an opinion on our financial statements, which could result in us not being in compliance with the requirements of the Exchange Act. ADSs, ordinary shares and/or RMB Shares.

In 2012, the SEC brought administrative proceedings against five accounting firms in China, including our independent registered public accounting firm, Ernst & Young Hua Ming LLP, alleging that they had refused to produce audit work papers and other documents related to certain other PRC-based companies under investigation by the SEC. In 2014, an initial administrative law decision was issued, censuring these accounting firms and suspending four of these firms from practicing before the SEC for a period of six months. In 2015, each of the four PRC-based accounting firms agreed to a censure and to pay a fine to the SEC to settle the dispute and avoid suspension of their ability to practice before the SEC. These firms' ability to continue to serve their clients was not affected by the settlement. The settlement required these firms to follow detailed procedures to seek to provide the SEC with access to Chinese firms' audit documents via the CSRC. If these firms do not follow these procedures, the SEC could impose penalties such as suspensions, or it could restart the administrative proceedings. Our audit committee is has been aware of the policy restriction and communicates communicated with our independent registered public accounting firm Ernst & Young Hua Ming LLP to ensure compliance. If additional remedial measures are imposed on compliance during the China-based accounting firms, including completion of our independent registered public accounting firm, in administrative proceedings brought by the SEC alleging the firms' failure audits from fiscal year 2014 to meet specific criteria set by the SEC with respect to requests for the production of documents, we could be unable to timely file future financial statements in compliance with the requirements of the Exchange Act. fiscal year 2021. The settlement did not require these firms to admit to any violation of law and preserves these firms' legal defenses in the event the administrative proceeding is restarted. In the event that the SEC restarts the administrative proceedings, depending upon the final outcome, listed companies in the United States with major PRC operations may find it difficult or impossible to retain auditors in respect of their operations in the PRC, which could result in financial statements being determined to not be in compliance with the requirements of the Exchange Act, including possible delisting. Moreover, any negative news about the proceedings against these audit

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firms may cause investor uncertainty regarding PRC-based, U.S.-listed companies and the market price of the ADSs, ordinary shares and/or ordinary shares RMB Shares may be adversely affected.

If As discussed above, we have engaged Ernst & Young LLP, located in Boston, Massachusetts, United States, as our independent registered public accounting firm is denied, even temporarily, for the ability to practice before the SEC and we are unable to timely find another registered public accounting firm to audit and issue an opinion on audits of our financial statements our and internal control over financial statements could be determined reporting for the fiscal year ending December 31, 2022 to be not in compliance filed with the requirements of the Exchange Act. Such a determination could ultimately lead to deregistration from the SEC, which would substantially reduce or effectively terminate the trading of our ADSs in the United States. Moreover, any negative news about the proceedings against these audit firms may adversely affect investor confidence in companies with substantial mainland China-based operations listed in the United States. All these would materially and adversely affect the market price of the ADSs and substantially reduce or effectively terminate the trading of our ADSs in the United States, and the market price of our ordinary shares may be adversely affected. SEC.

There are uncertainties regarding the interpretation and enforcement of Chinese laws, rules and regulations.

A large portion of our operations are conducted in China through our Chinese subsidiaries. Our Chinese subsidiaries are subject to laws, rules and regulations applicable to foreign investment in China. The Chinese legal system is a civil law system based on written statutes. Unlike the common law system, prior court decisions may be cited for reference but have limited precedential value.

In 1979, the Chinese government began to promulgate a comprehensive system of laws, rules and regulations governing economic matters in general. The overall effect of legislation over the past four decades has significantly enhanced the protections afforded to various forms of foreign investment in China. However, China has not developed a fully integrated China's legal system. system is still developing. The laws, rules and regulations are subject to interpretation and enforcement by PRC regulatory agencies and courts. In particular, because these laws, rules and regulations are relatively new, because of the limited number of published decisions and the non-precedential nature of such decisions, and because the laws, rules and regulations often give the relevant regulator significant discretion in how to enforce them, the interpretation and enforcement of these laws, rules and regulations involve uncertainties and can be inconsistent and unpredictable. In addition, the legal system is based in part on government policies and internal rules, some of which are not published on a timely basis or at all, and which may have a retroactive effect. The regulations in China can change quickly. As a result, we may not be aware of our violation of these policies and rules until after the occurrence of the violation.

China's Foreign Investment Law and its implementing rule came into force in January 2020. The Foreign Investment Law and its implementing rules embody an expected regulatory trend to rationalize China's foreign investment regulatory regime in line with prevailing international practice and the legislative efforts to unify the legal requirements for both foreign and domestic investments. There are still uncertainties with respect to the interpretation and implementation of the Foreign Investment Law and its implementing rules. For example, the Foreign Investment Law and its implementing rules provide that foreign invested entities established according to the previous laws regulating foreign investment prior to the its implementation of the new law may maintain their structure and corporate governance for a five-year transition period. It is uncertain whether governmental authorities may require us to adjust the structure and corporate governance of certain of our Chinese subsidiaries in such transition period. Failure to take timely and appropriate measures to meet any of these or similar regulatory requirements could materially affect our current corporate governance practices and business operations and our compliance costs may increase significantly. In addition, the Measures for the Security Review of Foreign Investment (the "Measures"), Rules, effective from January 18, 2021, embody China's continued efforts to provide a legal regime for national security review comparable to similar procedures in other jurisdictions, such as CFIUS review in the United States. There are still uncertainties with respect to the interpretation, implementation and enforcement of the Measures. Security Review Rules. For example, national security remains undefined and there is no clear guidance on whether the biotechnology industry requires security review and what factors the regulatory authority may consider in determining whether there are security concerns. It is difficult to evaluate the impact of the Measures Security Review Rules on our existing investments or potential investments in China.

It may be difficult for overseas regulators to conduct investigations or collect evidence within China. In China, there are significant legal and other obstacles to providing information needed for regulatory investigations or litigations initiated outside China. According to Article 177 of the PRC Securities Law, which became effective in March 2020, no overseas securities regulator is allowed to directly conduct investigation or evidence collection activities within the PRC territory. According to the Revised Confidentiality and Archives Administration Provisions, where overseas securities regulators or relevant competent authorities request to inspect, investigate or collect evidence from Chinese domestic companies concerning their overseas offering and listing or their securities firms and securities service providers that undertake securities business for such Chinese domestic companies, such inspection, investigation and evidence collection must be conducted under the cross-border regulatory cooperation mechanism, and the CSRC or competent authorities of the Chinese government will provide necessary assistance pursuant to bilateral and multilateral cooperation mechanism. Although the authorities in China may establish a regulatory cooperation mechanism with the securities regulatory authorities of another country or region to implement cross-border supervision and administration, such cooperation with the securities regulatory authorities in the Unities States may not be efficient in the absence of a mutual and practical cooperation mechanism. According to Article 177 of the PRC Securities Law, which became effective in March 2020, no overseas securities regulator is allowed to directly conduct investigation or evidence collection activities within the PRC territory. While detailed interpretation of or implementation rules under Article 177 have yet to be promulgated, the inability for an overseas securities regulator to directly conduct investigations or evidence collection activities within China may further increase the difficulties you face in protecting your interests. For risks associated with investing in us as a Cayman Islands company, see also "—Risks Related to Our American Depositary Ordinary Shares, ADSs, and Ordinary RMB Shares—We are a Cayman Islands company. Because judicial precedent regarding the rights of shareholders is more limited under Cayman Islands law than under Hong Kong law, Chinese law or U.S. law, our shareholders may have fewer shareholder rights than they would have under Hong Kong law, Chinese law or U.S. law and may face difficulties in protecting their interests."

Any administrative and court proceedings in China may be protracted, resulting in substantial costs and diversion of resources and management attention. Since administrative and court authorities have significant discretion in interpreting and implementing statutory and contractual terms, it may be more difficult to evaluate the outcome of administrative and court proceedings and the level of legal protection we enjoy than in more developed legal systems. These uncertainties may impede our ability to enforce the contracts we have entered and could materially and adversely affect our business, financial condition and results of operations.

In addition, the PRC government has recently announced its plans to enhance its regulatory oversight of China-based companies listed overseas and cross-border law enforcement cooperation. The Opinions on Intensifying Crack Down on Illegal Securities Activities issued on July 6, 2021 Opinions called for:

- tightening oversight of data security, cross-border data flow and administration of classified information, as well as amendments to relevant regulation to specify responsibilities of overseas listed China-based companies with respect to data security and information security;

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- enhanced oversight of overseas listed companies as well as overseas equity fundraising and listing by China-based companies; and
- extraterritorial application of China's securities laws.

As the Opinions on Intensifying Crack Down on Illegal Securities Activities were recently issued, there There are great uncertainties with respect to the interpretation and implementation. implementation of the Securities Opinions and the newly promulgated Overseas Listing Trial Measures. The PRC government may promulgate relevant laws, rules and regulations to impose additional and significant obligations and liabilities on overseas listed China-based companies regarding data security, cross-border data flow, and compliance with China's securities laws. As a company with extensive operations in China and stock listings in and outside of China, it is uncertain whether or how the new these laws, rules and regulations and the their interpretation and implementation may affect us. However, among other things, our ability to obtain external financing through the issuance of equity securities overseas could be adversely affected if restrictions on overseas fundraising are imposed on companies like us.

The filing or other procedures with, the CSRC or other Chinese regulatory authorities may be required in connection with issuing our equity securities to foreign investors under Chinese law, and, if required, we cannot predict whether we will be able, or how long it will take us, to complete such filing or other procedures.If we fail to complete a filing with the CSRC, our future offering application may be impacted and we may be subject to penalties, sanctions and fines imposed by the CSRC and relevant departments of the State Council.

Pursuant to the Securities Opinions, Chinese regulators are required to accelerate rulemaking related to the overseas issuance and listing of securities outside of China, and update the existing laws and regulations related to data security, cross-border data flow, and administration of classified information. The Securities Opinions emphasized the need to strengthen the administration over illegal securities activities and the need to strengthen the supervision over overseas listings by Chinese companies.

Numerous regulations, guidelines and other measures have been or are expected to be adopted under the umbrella of or in addition to the Cyber Security Law and Data Security Law. As there are still uncertainties regarding the interpretation and implementation of such regulatory guidance, we cannot assure investors that we will be able to comply with new regulatory requirements relating to our future overseas capital-raising activities outside of China and we may become subject to more stringent requirements with respect to matters including data privacy and cross-border investigation and enforcement of legal claims.

Furthermore, on February 17, 2023, the CSRC released the Overseas Listing Trial Measures and five relevant guidelines, which will take effect from March 31, 2023, requiring Chinese companies that have already directly or indirectly offered and listed securities in overseas markets to fulfil their filing obligations and report relevant information to the CSRC within three working days after conducting a follow-on offering of equity securities on the same overseas market. As the Overseas Listing Trial Measures are newly promulgated and have not yet come into effect, their interpretation and implementation are subject to substantial uncertainty. After the effectiveness of the Overseas Listing Trial Measures, we may have to go through the filing process for any follow-on offerings we conduct on the NASDAQ Global Select Market or Hong Kong Stock Exchange within three working days of the completion of our follow-on offerings. If we fail to complete a filing with the CSRC for any of our follow-on offerings, we may be subject to penalties, sanctions and fines imposed by the CSRC and relevant departments of the State Council.

As of the date of this report, we have not received any inquiry, notice, warning or sanction regarding completing filing or other procedures in connection with offering our equity securities on the Nasdaq Global Select Market or Hong Kong Stock Exchange from the CSRC or any other Chinese regulatory authorities that have jurisdiction over our operations. However, there remains significant uncertainty as to the interpretation and implementation of regulatory requirements related to securities offerings and other capital markets activities outside of China. If it is determined in the future that the filing or other procedure with the CSRC or any other regulatory authority is required for issuing our equity securities on the Nasdaq Global Select Market or Hong Kong Stock Exchange, it is uncertain whether we will be able to and how long it would take for us to complete the filing or other procedure, despite our best efforts. If we, for any reason, are unable to complete, or experience significant delays in completing, the requisite relevant filing or other procedure(s), we may face sanctions by the CSRC or other Chinese regulatory authorities. These regulatory authorities may impose fines and penalties on our operations in China, limit our ability to pay dividends outside of China, limit our operations in China, delay or restrict the repatriation of funds into China or take other actions that could have a material adverse effect on our business, financial condition, results of operations and prospects, as well as the trading price of our ADSs, ordinary shares, and RMB Shares. In addition, if the CSRC or other regulatory authorities later promulgate new rules requiring that we obtain their approvals or complete filing or other procedures for any future public offerings on the Nasdaq Global Select Market or Hong Kong Stock Exchange, we may be unable to obtain a waiver of such requirements, if and when procedures are established to obtain such a waiver. Any uncertainties and/or negative publicity regarding such a requirement could have a material adverse effect on the trading price of our ADSs, ordinary shares, and RMB Shares.

To operate our general business activities currently conducted in China, each of our Chinese subsidiaries is required to obtain a business license from the local counterpart of the SAMR. Each of our Chinese subsidiaries has obtained a valid business license from the local counterpart of the SAMR, and no application for any such license has been denied. The pharmaceutical industry in which we operate is also highly regulated in China. Our Chinese subsidiaries are required to obtain applicable licenses from competent Chinese government authorities for our operations in China, including drug manufacturing licenses, drug trade license, clinical trial authorizations, drug registration certificates, licenses for use of experimental animals, pollutant discharge licenses and permits for urban sewage discharge into drainage pipe network. We believe our PRC subsidiaries have obtained all applicable licenses and permits which are material to our business operations in China.

PRC regulations establish complex procedures for some acquisitions conducted by foreign investors, which could make it more difficult for us to pursue growth through acquisitions in China.

PRC regulations and rules concerning mergers and acquisitions set forth additional procedures and requirements that could make merger and acquisition activities of PRC-based companies by foreign investors more time-consuming and complex. See also "—Risks Related to Our Industry, Business and Operations—We incur significant costs as a result of operating as a public company, and our management is required to devote substantial time to compliance requirements, including establishing and maintaining internal controls over financial reporting. We may be exposed to potential risks if we are unable to comply with these requirements." These rules, among others, specify that mergers and acquisitions by foreign investors that raise "national defense and security" concerns and mergers and acquisitions through which foreign investors may acquire the de facto control over domestic enterprises that raise "national security" concerns are subject to strict review by the MOFCOM, and the rules prohibit any activities attempting to bypass a security review by structuring the transaction through, among other things, trusts, entrustment or contractual control arrangements. Although we believe that our business is not in an industry related to national security, we cannot preclude the possibility that the competent PRC government authorities may publish explanations contrary to our understanding or broaden the scope of such security reviews in the future, in which case our future acquisitions and investment in the PRC, including those by way of entering into contractual control arrangements with target entities, may be closely scrutinized or prohibited. Moreover, according to the Anti-Monopoly Law, the SAMR shall be notified in advance of any concentration of undertaking if certain filing thresholds are triggered. We may grow our business in part by acquiring complementary businesses in China. Complying with the requirements of the laws and regulations mentioned above and other PRC regulations to complete such transactions could be time-consuming, and any required approval processes, including obtaining approval from the SAMR, may delay or inhibit our ability to complete such transactions, which could affect our ability to expand our business or maintain or expand our market share. Our ability to expand our business or maintain or expand our market share through future acquisitions would as such be materially and adversely affected.

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In December 2020, the NDRC and the MOFCOM promulgated the Foreign Investment Security Review Measures, which came into effect on January 18, 2021. Under the Foreign Investment Security Review Measures, investments in military, national defense-related areas or in locations in proximity to military facilities, or investments that would result in acquiring the actual control of assets in certain key sectors, such as critical agricultural products, energy and resources, equipment manufacturing, infrastructure, transport, cultural products and services, IT, Internet products and services, financial services and technology sectors, are required to be approved by designated governmental authorities in advance. As these measures are recently promulgated, official guidance has not been issued by the designated office in charge of such security review yet, therefore there are great uncertainties with respect to the interpretation and implementation of the Foreign Investment Security Review Measures. If any of our business operations were to fall under the foregoing categories, we would need to take further actions in order to comply with these laws, regulations and rules, which may materially and adversely affect our current corporate structure, business, financial condition and results of operations.

We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us could have a material and adverse effect on our ability to conduct our business.

We are a holding company incorporated in the Cayman Islands, and we may rely on dividends and other distributions on equity paid by our PRC subsidiaries for our cash and financing requirements, including the funds necessary to pay dividends and other cash distributions to our shareholders or to service any debt we may incur. If any of our PRC subsidiaries incur debt on their own behalf in the future, the instruments governing the debt may restrict their ability to pay dividends or make other distributions to us. Under PRC laws and regulations, our PRC subsidiaries may pay dividends only out of their respective accumulated profits as determined in accordance with PRC accounting standards and regulations. In addition, a wholly foreign- owned enterprise is required to set aside at least 10% of its accumulated after-tax profits each year, if any, to fund a certain statutory reserve fund, until the aggregate amount of such fund reaches 50% of its registered capital. Such reserve funds cannot be distributed to us as dividends. dividends until the liquidation of the enterprise. At its discretion, a wholly foreign-owned enterprise may allocate a portion of its after-tax profits based on PRC accounting standards to an enterprise expansion fund, or a staff welfare and bonus fund. In addition, registered share capital and capital reserve accounts are also restricted from withdrawal in the PRC, up to the amount of net assets held in each operating subsidiary. As of December 31, 2021 December 31, 2022, these restricted assets totaled $799.6 million $3.5 billion.

Our PRC subsidiaries generate primarily all of their revenue in RMB, which is not freely convertible into other currencies. As a result, any restriction on currency exchange may limit the ability of our PRC subsidiaries to use their RMB revenues to pay dividends to us.

In response to the persistent capital outflow in the PRC and RMB's depreciation against the U.S. dollar in the fourth quarter of 2016, the People's Bank of China (PBOC) ("PBOC") and China's State Administration of Foreign Currency (SAFE) Exchange ("SAFE") promulgated a series of capital control measures, including stricter vetting procedures for domestic companies to remit foreign currency for overseas investments, dividends payments and shareholder loan repayments.

The PRC government may continue to strengthen its capital controls, and more restrictions and substantial vetting process may be put forward by the SAFE for cross-border transactions falling under both the current account and the capital account. Any limitation on the ability of our PRC subsidiaries to pay dividends or make other kinds of payments to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends, or otherwise fund and conduct our business.

The PRC Enterprise Income Tax Law (the "EIT Law") and its implementation rules provide that China-sourced income of foreign enterprises, such as dividends paid by a PRC subsidiary to its equity holders that are non-PRC resident enterprises, will normally be subject to PRC withholding tax at a rate of 10%, unless any such foreign investor's jurisdiction of incorporation tax residency has a tax treaty with China that provides for a reduced withholding rate arrangement and such non-PRC resident enterprises constitute the beneficiary of such income.

Pursuant to an arrangement between Mainland mainland China and the Hong Kong Special Administrative Region (the "Hong Kong Tax Treaty") and relevant tax regulations of the PRC, subject to certain conditions, a reduced withholding tax rate of 5% will be available for dividends from PRC entities provided that the recipient holds at least 25% shares of the PRC entities and can demonstrate it is a Hong Kong tax resident and it is the beneficial owner of the dividends. The China government has adopted multiple regulations in 2018 which stipulate that in determining whether a non-resident enterprise has the status as a beneficial owner, comprehensive analysis shall be conducted based on the factors listed therein and the actual circumstances of the specific case shall be taken into consideration. Specifically, it expressly excludes an agent or a designated payee from being considered as a "beneficial owner." We own the PRC subsidiaries through BeiGene HK (Hong Kong) Co., Limited ("BeiGene HK"), a company incorporated under the laws of Hong Kong on November 22, 2010 and a wholly owned subsidiary of the Company. BeiGene HK currently does not hold a Hong Kong tax resident certificate from the Inland Revenue Department of Hong Kong, and there is no assurance that the reduced withholding tax rate will be available.

We may be treated as a resident enterprise for PRC tax purposes under the EIT Law and we may therefore be subject to PRC income tax on our worldwide taxable income. Dividends payable to foreign investors and gains on the sale of our ADSs or ordinary shares by our foreign investors may become subject to PRC tax.

Under the EIT Law, an enterprise established outside the PRC with "de facto management bodies" within the PRC is considered a "resident enterprise," meaning that it is treated in a manner similar to a Chinese enterprise for PRC enterprise income tax purposes. The implementing rules of the EIT Law define "de facto management bodies" as "management bodies that exercise substantial and overall management and control over the production and operations, personnel, accounting, and properties" of the enterprise. In addition, PRC regulations specify that certain Chinese-controlled offshore incorporated enterprises, defined as enterprises incorporated under the laws of foreign countries or territories and that have PRC enterprises or enterprise groups as their primary controlling shareholders, will be classified as resident enterprises if all of the following are located or resident in China: (i) senior management personnel and departments that are responsible for daily production, operation and management; (ii) financial and personnel decision-making bodies; (iii) key properties, accounting books,

company seal, and minutes of board meetings and shareholders' meetings; and (iv) half or more of senior management or directors having voting rights.

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Although BeiGene, Ltd. does not have a PRC enterprise or enterprise group as its primary controlling shareholder and is therefore not a Chinese-controlled offshore incorporated enterprise within the meaning of these regulations, in the absence of guidance specifically applicable to us, we have applied the guidance set forth in the regulations to evaluate the tax residence status of BeiGene, Ltd. and its subsidiaries organized outside of the PRC.

We are not aware of any offshore holding company with a corporate structure similar to ours that has been deemed a PRC "resident enterprise" by the PRC tax authorities. Accordingly, we do not believe that our company or any of our overseas subsidiaries should be treated as a PRC resident enterprise. However, the tax resident status of an enterprise is subject to determination by the PRC tax authorities and uncertainties remain with respect to the interpretation of the term "de facto management body." If the PRC tax authorities determine that our Cayman Islands holding company is a resident enterprise for PRC enterprise income tax purposes, a number of unfavorable PRC tax consequences could follow and we may be subject to enterprise income tax at a rate of 25% on our worldwide taxable income, as well as to PRC enterprise income tax reporting obligations. If we are deemed a PRC resident enterprise, dividends paid on our shares and any gain realized from the transfer of our ordinary shares may be treated as income derived from sources within the PRC. As a result, dividends paid to non-PRC resident enterprise ADS holders or shareholders may be subject to PRC withholding tax at a rate of 10% (or 20% in the case of non-PRC individual ADS holders or shareholders) and gains realized by non-PRC resident enterprises ADS holders or shareholders from the transfer of our ordinary shares or ADSs may be subject to PRC tax at a rate of 10% (or 20% in the case of non-PRC individual ADS holders or shareholders). , which may be reduced or exempted according to relevant tax treaties between PRC and the non-PRC resident enterprise/individual ADS holders' or shareholders' tax resident jurisdictions.

We and our shareholders face uncertainties with respect to indirect transfers of equity interests in PRC resident enterprises or other assets attributed to a PRC establishment of a non-PRC company, or other assets attributable to a PRC establishment of a non-PRC company.

Pursuant to Chinese regulations, an "indirect transfer" of "PRC taxable assets," including equity interests in a PRC resident enterprise, by non-PRC resident enterprises may be recharacterized and treated as a direct transfer of PRC taxable assets, if such arrangement does not have a reasonable commercial purpose and was established for the purpose of avoiding payment of PRC enterprise income tax. As a result, gains derived from such indirect transfer may be subject to PRC enterprise income tax. When determining whether there is a "reasonable commercial purpose" of the transaction arrangement, factors to be taken into consideration include: whether the main value of the equity interest of the relevant offshore enterprise derives from PRC taxable assets; whether the assets of the relevant offshore enterprise mainly consists of direct or indirect investment in the PRC or if its income mainly derives from the PRC; whether the offshore enterprise and its subsidiaries directly or indirectly holding PRC taxable assets have real commercial nature which is evidenced by their actual function and risk exposure; the duration of existence of the business model and organizational structure; the replicability of the transaction by direct transfer of PRC taxable assets; and the tax situation of such indirect transfer and applicable tax treaties or similar arrangements. In respect of an indirect offshore transfer of assets of a PRC establishment, the resulting gain is to be reported on with the enterprise income tax filing of the PRC establishment or place of business being transferred and would consequently be subject to PRC enterprise income tax at a rate of 25%. Where the underlying transfer relates to equity investments in a PRC resident enterprise, which is not related to a PRC establishment or place of business of a non-resident enterprise, a PRC enterprise income tax at the rate of 10% would apply, subject to available preferential tax treatment under applicable tax treaties or similar arrangements. Late payment of applicable tax will subject the transferor to default interest. Gains derived from the sale of shares by investors through a public stock exchange are not subject to the PRC enterprise income tax where such shares were acquired in a transaction through a public stock exchange. As such, the sale of the ADSs or ordinary shares on a public stock exchange will not be subject to PRC enterprise income tax. However, the sale of our ordinary shares or ADSs originally purchased from a stock exchange by a non-PRC resident enterprise outside a public stock exchange may be subject to PRC enterprise income tax under these regulations.

There are uncertainties as to the application of these regulations, which may be determined by the tax authorities to be applicable to sale of the shares of our offshore subsidiaries or investments where PRC taxable assets are involved. The transferors and transferees may be subject to the tax filing and withholding or tax payment obligation, while our PRC subsidiaries may be requested to assist in the filing. Furthermore, we, our non-resident enterprises and PRC subsidiaries may be required to spend valuable resources to comply with these regulations or to establish that we and our non-resident enterprises should not be taxed under these regulations, for our previous and future restructuring or disposal of shares of our offshore subsidiaries, which may have a material adverse effect on our financial condition and results of operations.

The PRC tax authorities have the discretion to make adjustments to the taxable capital gains based on the difference between the fair value of the taxable assets transferred and the cost of investment. If the PRC tax authorities make adjustments to the taxable income of the transactions under these regulations, our income tax costs associated with such potential acquisitions or disposals will increase, which may have an adverse effect on our financial condition and results of operations.

Restrictions on currency exchange may limit our ability to utilize our revenue effectively.

The PRC government imposes controls on the conversion of RMB into foreign currencies and, in certain cases, the remittance of currency out of the PRC. A portion of our revenue is denominated in RMB. Shortages in availability of foreign currency may restrict the ability of our PRC subsidiaries to remit sufficient foreign currency to our offshore entities for our offshore entities to pay dividends or make other payments or otherwise to satisfy our foreign currency denominated obligations. The RMB is currently convertible under the "current account," which includes dividends, trade and service-related foreign exchange transactions, but not under the "capital account," which includes foreign direct investment and loans, including loans we may secure from our onshore subsidiaries. Currently, our PRC subsidiaries may purchase foreign currency for settlement of "current account transactions," including payment of dividends to us, without the approval of SAFE by complying with certain procedural requirements. However, the relevant PRC governmental authorities may limit or eliminate our ability to purchase foreign currencies in the future for current account transactions. Since a portion of our revenue is denominated in RMB, any existing and future restrictions on currency exchange may limit our ability to utilize revenue generated in RMB to fund our business activities outside of the PRC or pay dividends in foreign currencies to holders of our ordinary shares and the ADSs. Foreign exchange transactions under the capital account remain subject to limitations and require approvals from, or registration with, SAFE and other relevant PRC governmental authorities or designated banks. This could affect our ability to obtain foreign currency through debt or equity financing for our subsidiaries.

Our business benefits from certain financial incentives and discretionary policies granted by local governments. Expiration of, or changes to, these incentives or policies would have an adverse effect on our results of operations.

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Local governments in the PRC have granted certain financial incentives from time to time to our PRC subsidiaries as part of their efforts to encourage the development of local businesses. The timing, amount and criteria of government financial incentives are determined within the sole discretion of the local government authorities and cannot be predicted with certainty before we actually receive any financial incentive. We generally do not have the ability to influence local governments in making these decisions. Local governments may decide to reduce or eliminate incentives at any time. In addition, some of the government financial incentives are granted on a project basis and subject to the satisfaction of certain conditions, including compliance with the applicable financial incentive agreements and completion of the specific project therein. We cannot guarantee that we will satisfy all relevant conditions, and if we do so we may be deprived of the relevant incentives. We cannot assure you of the continued availability of the government incentives currently enjoyed by us. Any reduction or elimination of incentives would have an adverse effect on our results of operations.

Any failure to comply with PRC regulations regarding our employee equity plans and investments in offshore companies by PRC residents may subject the PRC plan participants and PRC-resident beneficial owners or us to fines and other legal or administrative sanctions.

We and our directors, executive officers and other employees who are PRC residents have participated in our employee equity plans. We are an overseas listed company, and therefore, we and our directors, executive officers and other employees who are PRC citizens or who have resided in the PRC for a continuous period of not less than one year and who have been granted restricted share units, restricted shares, options or other forms of equity incentives or rights to acquire equity are subject to the PRC regulations, according to which, employees, directors, supervisors and other management members participating in any share incentive plan of an overseas publicly listed company who are PRC citizens or who are non-PRC citizens residing in the PRC for a continuous period of not less than one year, subject to limited exceptions, are required to register with the SAFE through a domestic qualified agent, which could be a PRC subsidiary of such overseas listed company, and complete certain other procedures. We also face regulatory uncertainties that could restrict our ability to adopt additional equity incentive plans for our directors and employees under PRC law. Moreover, failure to comply with the various foreign exchange registration requirements could result in liability under PRC law for circumventing applicable foreign exchange restrictions.

The pharmaceutical industry in China is highly regulated, and such regulations are subject to change, which may affect approval and commercialization of our medicines and drug candidates.

A large portion of our business is conducted in China. The pharmaceutical industry in China is subject to comprehensive government regulation and supervision, encompassing the approval, registration, manufacturing, packaging, licensing and marketing of new medicines. In recent years, the regulatory framework in China for pharmaceutical companies has undergone significant changes, which we expect will continue. While we believe our strategies regarding research, development, manufacturing and commercialization in China are aligned with the Chinese government's policies, they may in the future diverge, requiring a change in our strategies. Any such change may result in increased compliance costs on our business or cause delays in or prevent the successful research, development, manufacturing or commercialization of our drug candidates or medicines in China and reduce the current benefits we believe are available to us from developing and manufacturing medicines in China.

Chinese authorities have become increasingly vigilant in enforcing laws affecting the pharmaceutical industry. Any failure by us or our partners to maintain compliance with applicable laws and regulations or obtain and maintain required licenses and permits may result in the suspension or termination of our business activities in China. Reports of what have come to be viewed as significant quality-control failures by Chinese vaccine manufacturers have led to enforcement actions against officials responsible for implementing national reforms favorable to innovative drugs (such as ours). While not directly affecting us, this macro-industry event could cause state or private resources to be diverted away from fostering innovation and be redirected toward regulatory enforcement, which could adversely affect our research, development, manufacturing and commercialization activities and increase our compliance costs.costs.

Risks Related to Our American Depositary Ordinary Shares, ADSs, and Ordinary RMB Shares

The trading prices of our ordinary shares, ADSs, and/or RMB Shares can be volatile, which could result in substantial losses to you.

The trading price of our ordinary shares, ADSs, and/or RMB Shares can be volatile and fluctuate widely in response to a variety of factors, many of which are beyond our control. In addition, the performance and fluctuation of the market prices of other companies with significant business operations in China that have listed their securities in Hong Kong, Shanghai or the United States may affect the volatility in the price of and trading volumes for our ordinary shares, ADSs and/or RMB Shares. Some of these companies have experienced significant volatility.

In addition to market and industry factors, the price and trading volume for our ordinary shares, ADSs and/or RMB Shares may be highly volatile for various reasons, control, including: announcements of regulatory approval or a complete response letter, or specific label indications or patient populations for its use, or changes or delays in the regulatory review process; announcements of therapeutic innovations, new products, acquisitions, strategic relationships, joint ventures or capital commitments by us or our competitors; adverse actions taken by regulatory agencies with respect to our clinical trials, manufacturing supply chain or sales and marketing activities; any adverse changes to our relationship with manufacturers or suppliers; the results of our testing and clinical trials; the results of our efforts to acquire or license additional medicines or drug candidates; variations in the level of expenses related to our existing medicines and drug candidates or preclinical, clinical development and commercialization programs; any intellectual property infringement actions in which we may become involved; announcements concerning our competitors or the pharmaceutical industry in general; the performance and fluctuation of the market prices of other companies with significant business operations in China that have listed their securities in Hong Kong, Shanghai or the United States; fluctuations in product revenue, sales and marketing expenses and profitability; manufacture, supply or distribution shortages; variations in our results of operations; announcements about our results of operations that are not in line with analyst expectations, the risk of which is enhanced because it is our policy not to give guidance on results of operations; publication of operating or industry metrics by third parties, including government statistical agencies, that differ from expectations of industry or financial analysts; changes in financial estimates by securities research analysts; media reports, whether or not true, about our business, our competitors or our industry; additions to or departures of our management; fluctuations of exchange rates between the RMB, the U.S. dollar and Hong Kong dollar; release or expiry of lock-up or other transfer restrictions on our outstanding ordinary shares, ADSs or RMB Shares; sales or perceived potential sales of additional ordinary shares, ADSs or RMB Shares by us, our executive officers and directors or our shareholders; general economic and market conditions and overall fluctuations in the United States, Hong Kong or Shanghai equity markets; changes in accounting principles; trade disputes or U.S.-China government relations; and changes or developments in the United States, PRC, EU or global regulatory environment.

In addition, the stock market, in general, and pharmaceutical and biotechnology companies, in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies. Broad market and industry factors may negatively affect the market price of our ordinary

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shares, ADSs, and/or ADSs, RMB Shares, regardless of our actual operating performance. Further, volatility in the financial markets and related factors beyond our control may cause the ordinary share, ADS and/or RMB Share price to decline rapidly and unexpectedly.

The characteristics of capital markets in the United States, Hong Kong and Shanghai are different, which may cause volatility in the market price of the our ordinary shares, ADSs, and RMB Shares, Offshore Shares and/or ADSs. Shares.

Our ADSs are listed on the NASDAQ in the United States under the symbol "BGNE", our ordinary shares are listed on the HKEx in Hong Kong under the stock code "06160" "06160", our ADSs are listed on the Nasdaq in the United States under the symbol "BGNE", and our RMB Shares are listed on the STAR Market in the PRC. PRC under the stock code "688235". Under current PRC laws and regulations, our ADSs and ordinary shares listed on the NASDAQ Nasdaq and the HKEx are not interchangeable or fungible with the RMB Shares listed on the STAR Market, and there is no trading or settlement between either the NASDAQ Nasdaq or the HKEx on the one hand, and the STAR Market on the other hand. The three markets have different trading hours, trading characteristics (including trading volume and liquidity), trading and listing rules, and investor bases (including different levels of retail and institutional participation). As a result of these major differences, the trading prices of our ordinary shares, ADSs, and RMB Shares might not be the same, even allowing for currency differences. Fluctuations in the price of our ADSs due to circumstances peculiar to its home capital market could materially and adversely affect the price of the ordinary shares and/or

RMB Shares, and vice versa. Because of the different characteristics of the U.S., Hong Kong and Shanghai equity markets, the historic market prices of our ADSs, ordinary shares, ADSs, and RMB Shares may not be indicative of the performance of our securities going forward.

We may be subject to securities litigation, which is expensive and could divert management attention.

Companies that have experienced volatility in the volume and market price of their shares have been subject to an increased incidence of securities class action litigation, particularly in our industry in recent years. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, and, if adversely determined, could have a material adverse effect on our business, financial condition, and results of operations.

Future sales of our ordinary shares, ADSs, and/or RMB Shares in the public market could cause the ordinary share, ADS, and/or RMB Share price to fall.

The price of our ordinary shares, ADSs, and/or RMB Shares could decline as a result of sales of a large number of the ordinary shares, ADSs, and/or RMB Shares or the perception that these sales could occur. These sales, or the possibility that these sales may occur, also might make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate.

As of February 14, 2022 February 14, 2023, 1,334,804,281 1,356,140,180 ordinary shares, par value $0.0001 per share, were outstanding, of which 973,604,879 863,876,312 ordinary shares were held in the form of 74,892,683 66,452,024 ADSs, each representing 13 ordinary shares, and 115,055,260 were RMB Shares.

We filed a registration statement on Form S-3 with the SEC on behalf of certain shareholders on May 11, 2020, registering 300,197,772 ordinary shares, including 224,861,338 ordinary shares in the form of 17,297,026 ADSs to be resold by the selling shareholders identified therein and in any related prospectus supplement from time to time. Amgen also has specified registration rights upon expiration of a lock-up period. Furthermore, we have registered or plan to register the offer and sale of all securities that we have issued and may issue in the future under our equity compensation plans, including upon the exercise of share options and vesting of restricted share units and under our employee share purchase plan. If these additional securities are sold, or if it is perceived that they will be sold, in the public market, the trading price of our ordinary shares, ADSs and/or RMB Shares could decline. Amgen also has specified registration rights upon expiration of a lock-up period.

In addition, in the future, we may issue additional ordinary shares, ADSs, RMB Shares, or other equity or debt securities convertible into ordinary shares, ADSs, or RMB Shares in connection with a financing, acquisition, license, litigation settlement, employee arrangements or otherwise. Any such issuance could result in substantial dilution to our existing shareholders and could cause the ordinary share, ADS, and/or RMB Share price to decline.

The triple listing of our ADSs, ordinary shares and RMB Shares may adversely affect the liquidity and value of our ADSs, ordinary shares and/or RMB Shares.

Our ADSs are traded on the Nasdaq, our existing ordinary shares maintained on our Cayman register in Cayman Islands and Hong Kong register in Hong Kong, are traded on the HKEx, and our RMB Shares are traded on the STAR Market. The triple listing of our ADSs, ordinary shares and RMB Shares may dilute the liquidity of these securities in one or all three markets and may adversely affect the maintenance of an active trading market for ADSs in the United States, the ordinary shares in Hong Kong, and/or the RMB Shares in the PRC. The price of our ADSs, ordinary shares and/or RMB Shares could also be adversely affected by trading of our securities on other markets. We may decide at some point in the future to delist our RMB Shares from the STAR Market, and our shareholders may approve such delisting. We cannot predict the effect such delisting of our RMB Shares on the STAR Market would have on the market price of our ADSs on the Nasdaq or our ordinary shares on the HKEx.

We face increased regulatory scrutiny and compliance costs due to our listing on the STAR Market of the SSE.

We are subject to the applicable laws, rules and regulations governing public companies listed on the STAR Market in addition to the various laws, rules and regulations that we are subject to in the United States and Hong Kong. The listing and trading of our equity securities in multiple jurisdictions and multiple markets will lead to increased compliance obligations and costs for us, and we may face the risk of significant intervention by regulatory authorities in these jurisdictions and markets, such as inquiries, investigations, enforcement actions and other regulatory proceedings by regulatory authorities. In addition, we may be subject to securities litigation filed with the courts in China by the investors with respect to the RMB Shares traded on the STAR Market.

The triple listing of our ADSs, ordinary shares and RMB Shares may adversely affect the liquidity and value of our ADSs, ordinary shares and/or RMB Shares.

Our ADSs are traded on the NASDAQ, our existing ordinary shares maintained on our Cayman register in Cayman Islands and Hong Kong register in Hong Kong, are traded on the HKEx, and our RMB Shares are traded on the STAR Market. The triple listing of our ADSs, ordinary shares and RMB Shares may dilute the liquidity of these securities in one or all three markets and may adversely affect the maintenance of an active trading market for ADSs in the United States, the ordinary shares in Hong Kong, and/or the RMB Shares in the PRC. The price of our ADSs, ordinary shares and/or RMB Shares could also be adversely affected by trading of our securities on other markets. We may decide at some point in

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the future to delist our RMB Shares from the STAR Market, and our shareholders may approve such delisting. We cannot predict the effect such delisting of our RMB Shares on the STAR Market would have on the market price of our ADSs on the NASDAQ or our ordinary shares on the HKEx.

Because we do not expect to pay dividends in the foreseeable future, you must rely on price appreciation of the ordinary shares, ADSs and/or RMB Shares for return on your investment.

We intend to retain most, if not all, of our available funds and earnings to fund the development and growth of our business. As a result, we do not expect to pay any cash dividends in the foreseeable future. Therefore, you should not rely on an investment in the ordinary shares, ADSs and/or RMB Shares as a source for any future dividend income.

Our board of directors has significant discretion as to whether to distribute dividends. Even if our board of directors decides to declare and pay dividends, the timing, amount and form of future dividends, if any, will depend on, among other things, our future results of operations and cash flow, our capital requirements and surplus, the amount of distributions, if any, received by us from our subsidiaries, our financial condition, contractual and regulatory restrictions and other factors deemed relevant by our board of directors. Accordingly, the return on your investment in the ordinary shares, ADSs and/or RMB Shares will likely depend entirely upon any future price appreciation of the ordinary shares, ADSs and/or RMB Shares. There is no guarantee that the ordinary shares, ADSs and/or RMB Shares will appreciate in value or even maintain the price at which you purchased the ordinary shares, ADSs and/or RMB Shares. You may not realize a return on your investment in the ordinary shares, ADSs and/or RMB Shares and you may even lose your entire investment in the ordinary shares, ADSs and/or RMB Shares.

If securities or industry analysts do not continue to publish research or publish inaccurate or unfavorable research about our business, the market price for the ordinary shares, ADSs and/or RMB Shares and trading volume could decline.

The trading market for the ordinary shares, ADSs and RMB Shares relies in part on the research and reports that equity research analysts publish about us or our business. We do not control these analysts. If research analysts do not maintain adequate research coverage or if one or more of the analysts who covers us downgrades the ordinary shares, ADSs and/or RMB Shares or publishes inaccurate or unfavorable research about our business, the market price for the ordinary shares, ADSs and/or RMB Shares would likely decline. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, we could lose visibility in the financial markets, which, in turn, could cause the market price or trading volume for the ordinary shares, ADSs and/or RMB Shares to decline significantly.

We Because we are a Cayman Islands company. Because judicial precedent regarding the rights of shareholders is more limited under Cayman Islands law than under Hong Kong law, Chinese law or U.S. law, company, our shareholders may have fewer shareholder rights than they would have under Hong Kong law, Chinese law or U.S. law and may face difficulties in protecting their interests.

We are an exempted company with limited liability incorporated in the Cayman Islands. Our corporate affairs are governed by our amended and restated memorandum and articles of association (as may be further amended from time to time), the Companies Law (as amended) of the Cayman Islands, and the common law of the Cayman Islands. The rights of shareholders to take action against the directors, actions by minority shareholders and the fiduciary responsibilities of our directors are to a large extent governed by the common law of the Cayman Islands. This common law is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from English common law, which has persuasive, but not binding, authority on courts in the Cayman Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedent in some jurisdictions in Hong Kong, mainland China and the United States. In particular, the Cayman Islands has a less developed body of securities law than Hong Kong, mainland China or the United States. In addition, some states in the United States, such as Delaware, have more fully developed and judicially interpreted bodies of corporate law than the Cayman Islands.

In addition, as a Cayman Islands exempted company, our shareholders have no general rights under Cayman Islands law to inspect corporate records and accounts or to obtain copies of lists of shareholders, with the exception that shareholders may request a copy of the current amended and restated memorandum and articles of association. Our directors have discretion under our amended and restated articles of association to determine whether or not, and under what conditions, our corporate records may be inspected by our shareholders, but are not obliged to make them available to our shareholders. This may make it more difficult for shareholders to obtain the information needed to establish facts necessary for a shareholder action or to solicit proxies from other shareholders in connection with a proxy contest. As a Cayman Islands company, we may not have standing to initiate a derivative action in a Hong Kong, mainland China or U.S. federal court. As a result, shareholders may be limited in their ability to protect their interests if they are harmed in a manner that would otherwise enable them to sue in a United States federal court. In addition, shareholders of Cayman Islands companies may not have standing to initiate a shareholder derivative action in Hong Kong, mainland China or U.S. federal courts.

Some of our directors and executive officers reside outside of Hong Kong and the United States and a substantial portion of their assets are located outside of Hong Kong and the United States. As a result, it may be difficult or impossible for shareholders to bring an action against us or against these individuals in Hong Kong or in the United States in the event that shareholders believe that their rights have been infringed under the securities laws of Hong Kong, the United States or otherwise. In addition, some of our directors and executive officers reside outside of China. To the extent our directors and executive officers reside outside of China or their assets are located outside of China, it may not be possible for investors to effect service of process upon us or our management inside China. Even if shareholders are successful in bringing an action, the laws of the Cayman Islands and China may render them unable to enforce a judgment against our assets or the assets of our directors and officers. There is no statutory recognition in the Cayman Islands of judgments obtained in the United States, Hong Kong or China, although the courts of the Cayman Islands will generally recognize and enforce a non-penal judgment of a foreign court of competent jurisdiction without retrial on the merits.

As a result of the above, shareholders may have more difficulty protecting their interests in the face of actions taken by management, members of the board of directors or controlling shareholders than they would as shareholders of a Hong Kong company, a Chinese company or a U.S. company.

Voting rights of our ADS holders are limited by the terms of the deposit agreement. The depositary for the ADSs will give us a discretionary proxy to vote our the ordinary shares underlying our ADS holders holders' ADSs if they do not vote at shareholders' meetings, except in limited circumstances, which could adversely affect their interests.

Holders of our ADSs may exercise their voting rights with respect to the ordinary shares underlying their ADSs only in accordance with the provisions of the deposit agreement. Upon receipt of voting instructions from ADS holders in the manner set forth in the deposit agreement, the depositary for the ADSs will endeavor to vote the holder's underlying ordinary shares in accordance with these instructions. Under our articles of association, the minimum notice period required for convening an annual general meeting is 21 calendar

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days and the minimum notice period required for convening an extraordinary general meeting is 14 calendar days. When a general meeting is convened, ADS holders may not receive sufficient notice of a shareholders' meeting to permit them to withdraw their ordinary shares to allow them to cast your their vote with respect to any specific matter at the meeting. In addition, the depositary and its agents may not be able to send voting instructions to ADS holders or carry out their voting instructions in a timely manner. We will make reasonable efforts to cause the depositary to extend voting rights to our ADS holders in a timely manner, but they our ADS holders may not receive the voting materials in time to ensure that they can vote or instruct the depositary their agent to vote your their shares.

Furthermore, the depositary and its agents will not be responsible for any failure to carry out any instructions to vote, for the manner in which any vote is cast or for the effect of any such vote. As a result, ADS holders may not be able to exercise their right to vote and they may lack recourse if the ordinary shares underlying their ADSs are not voted as they requested.

Under the deposit agreement for the ADSs, the depositary will give us a discretionary proxy to vote the ordinary shares underlying ADS holders' ADSs at shareholders' meetings if such holders do not give voting instructions to the depositary, unless:

- we have failed to timely provide the depositary with our notice of meeting and related voting materials;
- we have instructed the depositary that we do not wish a discretionary proxy to be given;
- we have informed the depositary that there is substantial opposition as to a matter to be voted on at the meeting; or
- a matter to be voted on at the meeting would have a material adverse impact on shareholders.

The effect of this discretionary proxy is that, if ADS holders fail to give voting instructions to the depositary, they cannot prevent the ordinary shares underlying their ADSs from being voted, absent the situations described above, and it may make it more difficult for such ADS holders to influence our management. Holders of our ordinary shares are not subject to this discretionary proxy.

Anti-takeover provisions in our constitutional documents may discourage our acquisition by a third party, which could limit our shareholders' opportunity to sell their shares at a premium.

Our amended and restated memorandum and articles of association include provisions that could limit the ability of others to acquire control of our company, could modify our structure or could cause us to engage in change-of-control transactions. These provisions could have the effect of depriving our shareholders of an opportunity to sell their shares, at a premium over prevailing market prices by discouraging third parties from seeking to obtain control in a tender offer or similar transaction.

For example, our board of directors has the authority, without further action by our shareholders, to issue preferred shares in one or more series and to fix the powers and rights of these shares, including dividend rights, conversion rights, voting rights, terms of redemption and liquidation preferences, any or all of which may be greater than the rights associated with our ordinary shares. Preferred shares could thus be issued quickly with terms calculated to delay or prevent a change in control or make removal of management more difficult. In addition, if our board of directors authorizes the issuance of preferred shares, the market price of the ordinary shares and/or ADSs may fall and the voting and other rights of the holders of our ordinary shares and/or ADSs may be materially and adversely affected.

Furthermore, our amended and restated articles of association permit our directors to vary all or any of the rights attaching to any class of shares in issue without the consent of shareholders but only if such variation is considered by the directors not to have a material adverse effect upon such holders. The amended and restated articles of association provide that the holders must consent to any such material adverse changes in the manner set out therein.

Because our directors are divided into three classes with staggered terms of three years each, shareholders can only elect or remove a limited number of our directors in any given year. The length of these terms could present an obstacle to certain actions, such as a merger or other change of control, which could be in the interest of our shareholders.

Our amended and restated memorandum and articles of association designate specific courts as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our shareholders, which could limit our shareholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or other employees.

Our amended and restated memorandum and articles of association provide that, unless we consent in writing to the selection of an alternative forum, the courts of Cayman Islands will be the sole and exclusive forum for any derivative action or proceeding brought on behalf of us, any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of us to us or our shareholders, any action asserting a claim arising pursuant to any provision of the Companies Law of the Cayman Islands as amended from time to time, or the amended and restated memorandum and articles of association, or any action asserting a claim governed by the internal affairs doctrine (as such concept is recognized under the U.S. laws). In connection with our offering and listing on the STAR Market, our shareholders approved the Sixth Amended and Restated Memorandum and Articles of Association, which became effective on December 15, 2021. The Sixth Amended and Restated Memorandum and Articles of Association provide that unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States shall be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act of 1933, as amended (the "Securities Act"). In addition, the Sixth Amended and Restated Memorandum and Articles of Association provide that any person or entity purchasing or otherwise acquiring any interest in any of our securities is deemed to have notice of and consented to these provisions; provided, however, that shareholders cannot and will not be deemed to have waived our compliance with the U.S. federal securities laws and rules and regulations thereunder.

These provisions may limit a shareholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits. Alternatively, if a court were to find these provisions of our amended and restated memorandum and articles of association inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions.

Our amended and restated memorandum and articles of association provide that any shareholder bringing an unsuccessful action against us may be obligated to reimburse us for any costs we have incurred in connection with such unsuccessful action.

Our amended and restated memorandum and articles of association provide that under certain circumstances the fees, costs, and expenses that we incur in connection with actions or proceedings brought by any person or entity, which we refer to as claiming parties, may be shifted to such person or entity. If a claiming party asserts any claim; initiates any proceeding; or joins, offers substantial assistance to, or has a direct financial interest in any claim or proceeding against us, and such claiming party or the third party that received substantial assistance from the claiming party or in whole claim the claiming party had a direct financial interest is unsuccessful in obtaining a judgment on the merits in which the claiming party prevails, then such claiming party shall (to the fullest extent permitted by law) be obligated to reimburse us for all fees, costs, and expenses, including but not limited to all reasonable attorneys' fees and other litigation expenses, that we may incur in connection with such claim or proceeding.

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Fee-shifting articles are relatively new and untested in the Cayman Islands, the United States, Hong Kong and mainland China. The case law and potential legislative action on fee-shifting articles are evolving and there exists considerable uncertainty regarding the validity of, and potential judicial and legislative responses to, such articles. The application of our fee-shifting article in connection with claims under the Cayman Islands, the United States, Hong Kong or Chinese securities laws, if any, will depend in part on future developments of the law. We cannot assure you that we will or will not invoke our fee-shifting article in any particular dispute. Consistent with our directors' fiduciary duties to act in the best interests of the Company, the directors may in their sole discretion from time to time decide whether or not to enforce this article. In addition, given the unsettled state of the law related to fee-shifting articles, such as ours, we may incur significant additional costs associated with resolving disputes with respect to such articles, which could adversely affect our business and financial condition.

If a shareholder that brings any such claim or proceeding is unable to obtain the judgment sought, the attorneys' fees and other litigation expenses that might be shifted to a claiming party may be significant. This fee-shifting article, therefore, may dissuade or discourage current or former shareholders (and their attorneys) from initiating lawsuits or claims against us. In addition, it may impact the fees, contingency or otherwise, required by potential plaintiffs' attorneys to represent our shareholders or otherwise discourage plaintiffs' attorneys from representing our shareholders at all. As a result, this article may limit the ability of shareholders to affect the management and direction of our company, particularly through litigation or the threat of litigation.

Holders of ADSs may be subject to limitations on transfer of their ADSs.

ADSs are transferable only on the books of the depositary. However, the depositary may close its books at any time or from time to time when it deems expedient in connection with the performance of its duties. The depositary may refuse to deliver, transfer or register transfers of ADSs generally when our books or the books of the depositary are closed, or at any time if we or the depositary think it is advisable to do so because of any requirement of law, government or governmental body, or under any provision of the deposit agreement, as amended, or for any other reason, subject to ADS holders' right to cancel their ADSs and withdraw the underlying ordinary shares. Temporary delays in the cancellation of ADSs and withdrawal of the underlying ordinary shares may arise because the depositary has closed its transfer books or we have closed our transfer books, the transfer of ordinary shares is blocked to permit voting at a shareholders' meeting or we are paying a dividend on our ordinary shares.

In addition, holders of ADSs may not be able to cancel their ADSs and withdraw the underlying ordinary shares when they owe money for fees, taxes and similar charges and when it is necessary to prohibit withdrawals in order to comply with any laws or governmental regulations that apply to ADSs or to the withdrawal of ordinary shares or other deposited securities.

The depositary for the ADSs is entitled to charge holders fees for various services, including annual service fees.

The depositary for the ADSs is entitled to charge holders fees for various services, including for the issuance of ADSs upon deposit of ordinary shares, cancellation of ADSs, distributions of cash dividends or other cash distributions, distributions of ADSs pursuant to share dividends or other free share distributions, distributions of securities other than ADSs, and annual service fees. In the case of ADSs issued by the depositary into The Depository Trust Company (DTC) ("DTC"), the fees will be charged by the DTC participant to the account of the applicable beneficial owner in accordance with the procedures and practices of the DTC participant as in effect at the time.

Dealings in ordinary shares registered in our Hong Kong register of members will be subject to Hong Kong stamp duty. There is uncertainty as to whether Hong Kong stamp duty will apply to the trading or conversion of the ADSs.

In connection with our Hong Kong public offering in 2018, we established a branch register of members in Hong Kong (the "Hong Kong share register"). Our ordinary shares that are traded on the HKEx, including those that may be converted from ADSs, are registered on the Hong Kong share register, and the trading of these ordinary shares on the HKEx are subject to Hong Kong stamp duty. To facilitate ADS to ordinary share conversion and trading between the Nasdaq and the HKEx, we moved a portion of our issued ordinary shares from our Cayman share register to our Hong Kong share register.

Under the Hong Kong Stamp Duty Ordinance, any person who effects a sale or purchase of Hong Kong stock, defined as stock the transfer of which is required to be registered in Hong Kong, is required to pay Hong Kong stamp duty. The stamp duty is currently set at a total rate of 0.2% of the greater of the consideration for, or the value of, shares transferred, with 0.1% payable by each of the buyer and the seller.

To the best of our knowledge, Hong Kong stamp duty has not been levied in practice on the trading or conversion of ADSs of companies that are listed in both the United States and Hong Kong and that have maintained all or a portion of their ordinary shares, including ordinary shares underlying ADSs, in their Hong Kong share registers. However, it is unclear whether, as a matter of Hong Kong law, the trading or conversion of ADSs of these dual-listed companies constitutes a sale or purchase of the underlying Hong Kong registered ordinary shares that is subject to Hong Kong stamp duty. We advise investors to consult their own tax advisors on this matter. If Hong Kong stamp duty is determined by the competent authority to apply to the trading or conversion of the ADSs, the trading price and the value of your investment in our ADSs or ordinary shares may be affected.

Holders of ADSs may not receive distributions on our ordinary shares or any value for them if it is illegal or impractical to make them available.

The depositary of the ADSs has agreed to ADS holders the cash dividends or other distributions it or the custodian for the ADSs receives on our ordinary shares or other deposited securities after deducting its fees and expenses. ADS holders will receive these distributions in proportion to the number of our ordinary shares that their ADSs represent. However, the depositary is not responsible for making such payments or distributions if it is unlawful or impractical to make a distribution available to any holders of ADSs. For example, it would be unlawful to make a distribution to a holder of ADSs if it consists of securities that require registration under the Securities Act, but that are not properly registered or distributed pursuant to an applicable exemption from registration. The depositary is not responsible for making a distribution available to any holders of ADSs if any government approval or registration required for such distribution cannot be obtained after reasonable efforts made by the depositary. We have no obligation to take any other action to permit the distribution of the ADSs, ordinary shares, rights or anything else to holders of the ADSs. This means that holders of ADSs may not receive the distributions we make on our ordinary shares or any value for them if it is illegal or impractical for us to make them available to such holders. These restrictions may materially reduce the value of our ADSs.

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Holders of ADSs may not be able to participate in rights offerings and may experience dilution of their holdings.

From time to time, we may distribute rights to our shareholders, including rights to acquire securities. Under the deposit agreement, the depositary will not distribute rights to holders of ADSs unless the distribution and sale of rights and the securities to which these rights relate are either exempt from registration under the Securities Act with respect to all holders of ADSs or are registered under the Securities Act. The depositary may, but is not required to, attempt to sell these undistributed rights to third parties and may allow the rights to lapse. We may be unable to establish an exemption from registration under the Securities Act, and we are under no obligation to file a registration statement with respect to these rights or underlying securities or to try to have a registration statement declared effective. Accordingly, holders of ADSs may be unable to participate in our rights offerings and may experience dilution of their holdings as a result.

Our corporate actions are substantially controlled by our directors, executive officers and other principal shareholders, who can exert significant influence over important corporate matters, which may reduce the price of our ordinary shares, ADSs, and/or RMB Shares and deprive shareholders of an opportunity to receive a premium for their ordinary shares, ADSs, and/or RMB Shares.

Our directors, executive officers and principal shareholders beneficially owned approximately 55% of our outstanding ordinary shares as of February 14, 2022 February 14, 2023. These shareholders, if acting together, could exert substantial influence over matters such as electing directors and approving material mergers, acquisitions or other business combination transactions. This concentration of ownership may also discourage, delay or prevent a change in control of our company, which could have the dual effect of depriving our shareholders of an opportunity to receive a premium for their shares as part of a sale of our company and reducing the price of our ordinary shares, ADSs, and/or RMB Shares. These actions may be taken even if they are opposed by our other shareholders. In addition, these persons could divert business opportunities away from us to themselves or others.

We may be a passive foreign investment company in future taxable years, which may have adverse U.S. federal income tax consequences for U.S. shareholders.

A non-U.S. corporation will be classified as a "passive foreign investment company" (PFIC) ("PFIC") for any taxable year if either (1) 75% or more of its gross income consists of certain types of passive income or (2) 50% or more of the average quarterly value of its assets during such year produce or are held for the production of passive income. Based upon the composition of our income and assets, we believe that we were not a PFIC for the taxable year ended December 31, 2021 December 31, 2022. Nevertheless, because our PFIC status must be determined annually with respect to each taxable year and will depend on the composition and character of our assets and income, including our use of proceeds from any equity offerings, and the value of our assets (which may be determined, in part, by reference to the market value of our ADSs and ordinary shares, which may be volatile) over the course of such taxable year, we may be a PFIC in any taxable year. The determination of whether we will be or become a PFIC may also depend, in part, on how, and how quickly, we use our liquid assets and the cash raised in equity offerings. If we determine not to deploy significant amounts of cash for active purposes, our risk of being a PFIC may substantially increase. Because there are uncertainties in the application of the relevant rules and PFIC status is a factual determination made annually after the close of each taxable year, there can be no assurance that we will not be a PFIC for the current taxable year or any future taxable year. In addition, it is possible that the Internal Revenue Service may challenge our classification of certain income and assets as non-passive, which may result in our being or becoming a PFIC in the current or subsequent years.

If we are a PFIC for any taxable year during a U.S. shareholder's holding period of the ordinary shares or ADSs, then such U.S. shareholder may incur significantly increased United States income tax on gain recognized on the sale or other disposition of the ordinary shares or ADSs and on the receipt of distributions on the ordinary shares or ADSs to the extent such distribution is treated as an "excess distribution" under the United States federal income tax rules. In addition, such holders may be subject to burdensome reporting requirements.

Further, if we are classified as a PFIC for any year during which a U.S. shareholder holds our ordinary shares or ADSs, we generally will continue to be treated as a PFIC for all succeeding years during which such U.S. shareholder holds such ordinary shares or ADSs. Each U.S. shareholder should consult its tax advisor regarding the PFIC rules and the U.S. federal income tax consequences of the acquisition, ownership and disposition of the ordinary shares and ADSs.

If you are a "Ten Percent Shareholder," you may be subject to adverse U.S. federal income tax consequences if we are classified as a Controlled Foreign Corporation.

Each "Ten Percent Shareholder" (as defined below) in a non-U.S. corporation that is classified as a "controlled foreign corporation" (CFC) ("CFC"), for U.S. federal income tax purposes is generally required to include in income for U.S. federal tax purposes such Ten Percent Shareholder's pro rata share of the CFC's "Subpart F income" and investment of earnings in U.S. property, even if the CFC has made no distributions to its shareholders. Each Ten Percent Shareholder is also required to include in gross income its "global intangible low-taxed income," which is determined by reference to the income of CFCs of which such Ten Percent Shareholder is a Ten Percent Shareholder. Ten Percent Shareholders that are corporations may be entitled to a deduction equal to the foreign portion of any dividend when a dividend is paid. A non-U.S. corporation will generally be classified as a CFC for U.S U.S. federal income tax purposes if Ten Percent Shareholders own in the aggregate, directly or indirectly, more than 50% of either the total combined voting power of all classes of stock of such corporation entitled to vote or of the total value of the stock of such corporation. A "Ten Percent Shareholder" is a U.S. person (as defined by the Internal Revenue Code of 1986, as amended), who owns or is considered to own 10% or more of the total combined voting power of all classes of stock entitled to vote of such corporation or 10% of the value of all classes of stock of such corporation. The determination of CFC status is complex and includes attribution rules, the application of which is not entirely certain.

Although we believe we are not a CFC now, we may become one or own interests in one in the future. Holders are urged to consult their own tax advisors with respect to our potential CFC status and the consequences thereof.

Item 1B. Unresolved Staff Comments

Not applicable.

Item 2. Properties

We lease all of our facilities, other than the following facilities that we own: our offices and laboratories in Changping, Beijing, our manufacturing facility in Guangzhou, China, and the site for our planned manufacturing facility and clinical R&D center at the Princeton Innovation Park in Hopewell, New Jersey. We lease an aggregate of approximately 91,000 square meters of office space at approximately 37 42 other locations across the United States, China, and Europe, in cities such as Cambridge, Massachusetts; Ridgefield Park, New Jersey; and Emeryville and San Mateo, California in the United States; Beijing, Shanghai, Suzhou, and Guangzhou in China; and Basel, Switzerland, primarily for our offices and for our manufacturing facility in Suzhou, China, pursuant to leases with various expiration dates, with the latest expiring in 2026. 2027. We believe that our facilities are currently suitable and sufficient to meet our needs. We intend to add new facilities or expand existing facilities as we add employees and enter new locations, and we believe that suitable additional or substitute space will be available as needed to accommodate any such expansion of our operations.

Please refer to "Note 8: 9: Leases" in the notes to our consolidated financial statements in this Annual Report on Form 10-K for further information on our real property leases.

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Item 3. Legal Proceedings

From time to time we may become involved in legal proceedings or be subject to claims arising in the ordinary course of our business. We are not presently a party to any legal proceedings that, if determined adversely to us, would individually or taken together have a material adverse effect on our business, results of operations, financial condition or cash flows. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

On June 26, 2020, following the suspension and recall of ABRAXANE® in China supplied to us by Celgene Logistics Sàrl, a Bristol Myers Squibb company Company (referred to elsewhere in this report as BMS, but for this paragraph only, "BMS-Celgene" "BMS-Celgene"), we initiated an arbitration proceeding at the International Chamber of Commerce (the ICC) against BMS-Celgene asserting that it had breached and continues to breach the terms and conditions of the License and Supply Agreement entered into by BeiGene and BMS-Celgene in July 2017 and a related quality agreement (collectively, the "BMS-Celgene License"). Under the BMS-

Celgene BMS-Celgene License, we allege that BMS-Celgene is obligated, among other things, to ensure the continuity and adequacy of its supply of ABRAXANE® to us. In the arbitration proceeding, we are seeking (i) a declaration that BMS-Celgene was and is in breach of the BMS-Celgene License, (ii) a declaration that BMS-Celgene acted with gross negligence and/or willful misconduct, (iii) an award of damages, and (iv) such other relief as the arbitrators deem appropriate. BMS-Celgene responded in part by submitting a counterclaim against us seeking to recover approximately $17 million $30 million in costs that it contends it incurred

as part of the ABRAXANE® recall. We believe that the allegations contained in the counterclaim are without merit and intend to defend are defending the counterclaim vigorously. A hearing is scheduled in the matter for June 2022. On October 6, 2021, BMS-Celgene delivered a notice to us purporting to terminate the BMS-Celgene License with respect to ABRAXANE® and providing 180-days' notice that it was withdrawing ABRAXANE® from the range of products for sale or distribution in China pursuant to Section 2.6 of the BMS-Celgene License. We believe that the reasons stated in the notice do not provide a valid basis for terminating the BMS-Celgene License with respect to ABRAXANE,®, and that the notice is a tactical maneuver on the part of BMS-Celgene to reduce its damages in the on-going arbitration proceedings, described above. We and we have amended our claims in the arbitration proceeding to add a claim for wrongful termination of the BMS-Celgene License with respect to ABRAXANE®.ABRAXANE. A hearing was held in the arbitration in June 2022, and no decision has been issued.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information

Our American Depositary Shares (ADSs) ("ADSs") have been publicly traded on the NASDAQ Global Select Market under the symbol "BGNE" since February 3, 2016. Our ordinary shares have been publicly traded on the Stock Exchange of Hong Kong Limited (HKEx) under the stock code "06160" since August 8, 2018. Our ordinary shares traded in Renminbi (the RMB Shares) "RMB Shares") have been publicly traded on the Science and Technology Innovation Board of the Shanghai Stock Exchange in China under the stock code "688235" since December 15, 2021.

Shareholders

As of January 31, 2022 January 31, 2023, we had approximately 83,741 47,084 holders of record of our ordinary shares, 83,585 46,932 of which are holders of record of our RMB Shares, and 10 8 holders of record of our ADSs. These number do not include beneficial owners whose ordinary shares or ADSs are held by nominees in street name. Because many ordinary shares and ADSs are held by broker nominees, we are unable to estimate the total number of beneficial holders represented by these record holders.

Dividend Policy

Our board of directors has adopted a dividend policy which provides that we currently intend to retain all available funds and earnings, if any, to fund the development and expansion of our business, and we do not anticipate paying any cash dividends in the foreseeable future. Subject to applicable law and our amended and restated articles of association, any future determination to pay dividends will be made at the discretion of our board of directors and may be based on a number of factors, including our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that our board of directors may deem relevant. This dividend policy reflects our board of directors' current views on our financial and cash flow position. We intend to continue to review our dividend policy from time to time, and there can be no assurance that dividends will be paid in any particular amount, if at all, for any given period.

We have never declared or paid any dividends on our ordinary shares or any other securities. If we pay dividends in the future, in order for us to distribute dividends to our shareholders and holders of ADSs, we may rely to some extent on dividends distributed by our PRC subsidiaries. PRC regulations may restrict the ability of our PRC subsidiaries to pay dividends to us, and such distributions will be subject to PRC withholding tax. In addition, PRC regulations currently permit payment of dividends of a PRC company only out of accumulated distributable after-tax profits, as determined in accordance with our articles of association and the accounting standards and regulations in the PRC.

Investors should not purchase our ordinary shares, RMB Shares, or ADSs with the expectation of receiving cash dividends.

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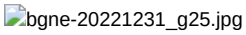
Performance Comparison Graph

This graph is not "soliciting material," is not deemed "filed" with the SEC and is not to be incorporated by reference into any of our filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof and irrespective of any general incorporation language in any such filing.

The following graph shows the total shareholder return of an investment of $100 in cash at market close on December 31, 2016 December 31, 2017 through December 31, 2021 December 31, 2022 for our ADSs, the NASDAQ Composite Index (U.S.), and the NASDAQ Biotechnology Index.

Pursuant to applicable SEC rules, all values assume reinvestment of the full amount of any dividends, although no dividends have been declared or paid to date. The shareholder return shown on the graph below is not necessarily indicative of future performance, and we do not make or endorse any predictions as to future shareholder returns.



		12/31/16	12/31/17	12/31/18	12/13/19	12/31/20	12/31/21		12/31/17	12/31/18	12/31/19	12/31/20	12/31/21	12/31/22
BeiGene, Ltd.	BeiGene, Ltd.	100.00	321.87	461.99	545.98	851.09	892.39	BeiGene, Ltd.	100.00	143.53	169.63	264.42	277.25	225.07
NASDAQ Composite	NASDAQ Composite	100.00	129.64	125.96	172.17	249.51	304.85	NASDAQ Composite	100.00	97.16	132.81	192.47	235.15	158.65
NASDAQ Biotechnology	NASDAQ Biotechnology	100.00	121.63	110.85	138.69	175.33	175.37	NASDAQ Biotechnology	100.00	91.14	114.02	144.15	144.18	129.59

Equity Compensation Plan Information

Our equity compensation plan information required by this item is incorporated by reference to the information in "Part III—Item 12—Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters" of this Annual Report.

Recent Sales of Unregistered Securities

None.

Issuer Purchases of Equity Securities

None.

Taxation

Cayman Islands Taxation

The Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation, and there is no taxation in the nature of inheritance tax or estate duty or withholding tax applicable to us or to any holder of the ADSs, ordinary shares and RMB Shares. There are no other taxes likely to be material to us levied by the Government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or after execution brought within, the jurisdiction of the Cayman Islands. No stamp duty is payable in the Cayman Islands on the issue of shares by, or any transfers of shares of, Cayman Islands companies (except those which hold interests in land in the Cayman Islands). The Cayman Islands is not party to any double tax treaties that are applicable to any payments made to or by our company. There are no exchange control regulations or currency restrictions in the Cayman Islands.

Payments of dividends and capital in respect of the ADSs, ordinary shares and RMB Shares will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of a dividend or capital to any holder of the ADSs, ordinary shares or RMB Shares, as the case may be, nor will gains derived from the disposal of the ADSs, ordinary shares or RMB Shares be subject to Cayman Islands income or corporation tax.

PRC Taxation

Under the Enterprise Income Tax Law (EIT Law) ("EIT Law"), an enterprise established outside the PRC with a "de facto management body" within the PRC is considered a "resident enterprise," which means that it is treated in a manner similar to a Chinese enterprise for PRC enterprise income tax purposes. The implementation rules of the EIT Law define "de facto management body" as a managing body that exercises substantial and overall management and control over the production and operations, personnel, accounting and properties of an enterprise. In addition, the Notice Regarding the Determination of Chinese-Controlled Offshore Incorporated Enterprise as PRC Tax Resident Enterprises on the Basis of De Facto Management Bodies or ("Circular 82, 82)", issued by the State Administration of Taxation, which provides guidance on the determination of the tax residence status of a Chinese-controlled offshore incorporated enterprise, defines Chinese-controlled offshore incorporated enterprise as an enterprise that is incorporated under the laws of a foreign country or territory and that has a PRC enterprise or enterprise group as its primary controlling shareholder. Although BeiGene, Ltd. does not have a PRC enterprise or enterprise group as our primary controlling shareholder and is therefore not a Chinese-controlled offshore incorporated enterprise within the meaning of Circular 82, in the absence of guidance specifically applicable to us, we have applied the guidance set forth in Circular 82 to evaluate the tax residence status of BeiGene, Ltd. and its subsidiaries organized outside the PRC.

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According to Circular 82, a Chinese-controlled offshore incorporated enterprise will be regarded as a PRC tax resident by virtue of having a “de facto management body” in China and will be subject to PRC enterprise income tax on its worldwide income only if all of the following criteria are met:

- the primary location of the enterprise’s senior executives of the day-to-day operational management and senior management departments performing their duties is in the PRC;
- decisions relating to the enterprise’s financial and human resource matters are made or are subject to approval by organizations or personnel in the PRC;
- the enterprise’s primary assets, accounting books and records, company seals, and board and shareholder meeting minutes are located or maintained in the PRC; and
- 50% or more of voting board members or senior executives habitually reside in the PRC.

Currently, some of the members of our management team are located in China. However, we do not believe that we meet all of the conditions outlined in the immediately preceding paragraph. BeiGene, Ltd. and its offshore subsidiaries are incorporated outside the PRC. As a holding company, our key assets and records, including the resolutions and meeting minutes of our board of directors and the resolutions and meeting minutes of our shareholders, are located and maintained outside the PRC. We are not aware of any offshore holding companies with a corporate structure similar to ours that has been deemed a PRC “resident enterprise” by the PRC tax authorities. Accordingly, we believe that BeiGene, Ltd. and its offshore subsidiaries should not be treated as a “resident enterprise” for PRC tax purposes if the criteria for “de facto management body” as set forth in Circular 82 were deemed applicable to us. However, as the tax residency status of an enterprise is subject to determination by the PRC tax authorities and uncertainties remain with respect to the interpretation of the term “de facto management body” as applicable to our offshore entities, we will continue to monitor our tax status.

The implementation rules of the EIT Law provide that, (1) if the enterprise that distributes dividends is domiciled in the PRC or (2) if gains are realized from transferring equity interests of enterprises domiciled in the PRC, then such dividends or capital gains are treated as China-sourced income. It is not clear how “domicile” may be interpreted under the EIT Law, and it may be interpreted as the jurisdiction where the enterprise is a tax resident. Therefore, if we are considered as a PRC tax resident enterprise for PRC tax purposes, any dividends we pay to our overseas shareholders or ADS holders as well as gains realized by such shareholders or ADS holders from the transfer of our shares or ADSs may be regarded as China-sourced income. As a result, dividends paid to non-PRC resident enterprise ADS holders or shareholders may be subject to PRC withholding tax at a rate of up to 10% (or 20% in the case of non-PRC individual ADS holders or shareholders) and gains realized by non-PRC resident enterprise ADS holders or shareholders from the transfer of our ordinary shares or ADSs may be subject to PRC tax at a rate of 10% (or 20% in the case of non-PRC individual ADS holders or shareholders). It is also unclear whether, if we are considered a PRC resident enterprise, holders of our shares or ADSs would be able to claim the benefit of income tax treaties or agreements entered into between China and other countries or areas.

Item 6. Reserved

Not applicable.

Item 7. 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 consolidated financial statements and related notes appearing elsewhere in this Annual Report. In addition to historical information, this discussion and analysis contains forward-looking statements that involve risks, uncertainties and assumptions. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of certain factors. We discuss factors that we believe could cause or contribute to these differences below and elsewhere in this report, including those set forth under “Part I—Item 1A—Risk Factors” and under “Forward-Looking Statements and Market Data” in this Annual Report.

Overview

We are a global commercial-stage biotechnology company focused on discovering, that is developing manufacturing, and commercializing innovative and affordable oncology medicines to improve treatment outcomes and expand access for patients worldwide.

We currently have three approved medicines that were discovered and developed in our own labs, including BRUKINSA®, a small molecule inhibitor of Bruton’s Tyrosine Kinase (BTK) for the treatment of various blood cancers; tislelizumab, an anti-PD-1 antibody immunotherapy for the treatment of various solid tumor and blood cancers; and pamiparib, a selective small molecule inhibitor of PARP1 and PARP2. We have obtained approvals to market BRUKINSA® in the United States, China, EU, the People's Republic of China (China or the PRC), the European Union (EU), the United Kingdom (U.K.), UK, Canada, Australia and additional international markets, and tislelizumab and pamiparib in China. By leveraging our China commercial capabilities, we have in-licensed the rights to distribute 13 approved medicines for the China market. Supported by our global clinical development and commercial capabilities, we have entered into collaborations with world-leading biopharmaceutical companies such as Amgen Inc. ("Amgen") and Novartis Pharma AG (Novartis) ("Novartis") to develop and commercialize innovative medicines.

We are committed to advancing best and first-in-class clinical candidates internally or with like-minded partners to develop impactful and affordable medicines for patients across the globe. Our internal clinical development capabilities are deep, including a more than 2,200-person 2,700-person global clinical development team that is running more than 90 close to 80 ongoing or planned clinical trials in over 30 50 medicines and drug candidates. This includes more than 30 pivotal or potentially registration-enabling trials across our portfolio, including our three internally discovered, approved medicines. We have enrolled in our clinical trials more than 14,500 18,000 subjects, of which approximately one-half have been outside of China.

We have built, and are expanding, our internal manufacturing capabilities through our state-of-the-art biologic and small molecule manufacturing facilities in China to support current and potential future demand of our medicines, and plan to build are building a commercial-stage biologics manufacturing and clinical R&D center in New Jersey. We also work with high quality contract manufacturing organizations (CMOs) to manufacture our internally developed clinical and commercial products.

Since our inception in 2010, we have become a fully integrated global organization of over 8,000 9,000 employees in 23 29 countries and regions, including the United States, China, Europe, and Australia.

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Recent Business Developments

On February 22, 2022 February 24, 2023, we announced that the China National Medical Products Administration ("NMPA") granted approval for our PD-1 inhibitor, tislelizumab, in combination with fluoropyrimidine and platinum chemotherapy, for the first-line treatment of patients with locally advanced unresectable or metastatic gastric or gastroesophageal junction adenocarcinoma with high PD-L1 expression.

On January 19, 2023, we announced that the U.S. Food and Drug Administration (FDA) has accepted a supplemental new drug application (sNDA) for BRUKINSA® ("FDA") approved our Bruton's tyrosine kinase inhibitor BRUKINSA (zanubrutinib) for the treatment of adult patients with chronic lymphocytic leukemia (CLL) ("CLL") or small lymphocytic lymphoma (SLL) ("SLL"). CLL is

On January 19, 2023, we announced that the most common form Medicines and Healthcare products Regulatory Agency granted marketing authorizations for BRUKINSA in Great Britain for both the treatment of adult leukemia. The Prescription Drug User Fee Act (PDUFA) target action date is October 22, 2022. patients with CLL and the treatment of adult patients with marginal zone lymphoma ("MZL") who have received at least one prior anti-CD20-based therapy.

On February 22, 2022 January 18, 2023, we announced that the National Reimbursement Drug List ("NRDL") released by China's National Healthcare Security Administration ("NHSA") was updated to include four new indications for our PD-1 inhibitor tislelizumab. KYPROLIS® (carfilzomib), a proteosome inhibitor licensed-in from Amgen, is included for the first time and XGEVA® (denosumab), a RANKL inhibitor and another Amgen asset, successfully renewed this year. The updated NRDL will officially take effect on March 1, 2023.

On December 30, 2022, we announced that the Center for Drug Evaluation of the China National Medical Products Administration accepted a supplemental biologics license application for tislelizumab in patients with first-line unresectable or metastatic hepatocellular carcinoma.

On November 17, 2022, we announced that the European Medicines Agency (EMA) has accepted for review two new indication applications for our BTK inhibitor Commission approved BRUKINSA® (zanubrutinib), for the treatment of adult patients with CLL and for the treatment of patients with marginal zone lymphoma (MZL).treatment-naïve or relapsed/refractory ("R/R") CLL.

On February 17, 2022 November 10, 2022, we announced that BRUKINSA® (zanubrutinib) received approval from Swissmedic was approved in Brazil for the treatment of adult patients with Waldenström's macroglobulinemia (WM) ("WM") and adult patients with R/R MZL who have received at least one prior line of therapy, or for treatment-naïve patients who are not suited for standard chemo-immunotherapy. BRUKINSA® had previously been granted orphan drug status.anti-CD20-based regimen.

On January 28, 2022, we announced that the Center for Drug Evaluation (CDE) of the China National Medical Products Administration (NMPA) has accepted an sNDA for BRUKINSA® (zanubrutinib) as a treatment for adult patients with CLL or SLL and granted BRUKINSA® breakthrough therapy designation (BTD).

On January 20, 2022, we announced that the CDE of the NMPA accepted an sNDA for BRUKINSA® as a treatment for adult patients with WM.

On January 6, 2022, we announced that the NMPA approved our anti-PD-1 antibody tislelizumab as a second- or third-line treatment for patients with locally advanced or metastatic non-small cell lung cancer (NSCLC).

On December 20, 2021, we announced an option, collaboration and license agreement with Novartis to develop, manufacture and commercialize our investigational TIGIT inhibitor ociperlimab in North America, Europe, and Japan. We granted Novartis an exclusive time-based option under which, upon exercise by Novartis prior to late 2023, we agreed to jointly develop ociperlimab, with Novartis responsible for regulatory submissions after a transition period and for commercialization upon regulatory approvals in the licensed territory. During the option period Novartis will conduct and fund additional global clinical trials of ociperlimab in combination with tislelizumab in selected tumor types. In addition, following option exercise, both companies may conduct clinical trials globally to explore combinations of ociperlimab with other cancer treatments. Following approval, we will co-detail the product in the U.S. In addition, the companies entered into an agreement granting BeiGene rights to market, promote and detail five approved Novartis oncology products, TAFINLAR® (dabrafenib), MEKINIST® (trametinib), VOTRIENT® (pazopanib), AFINITOR® (everolimus), and ZYKADIA® (ceritinib).

On December 20, 2021, we announced the official launch of the BeiGene Bioisland Innovation Center (BIC) in Guangzhou, China to enable scientists and entrepreneurs to accelerate development of highly differentiated, cutting-edge medical innovations. The BIC is an innovator-centric incubator built on BeiGene's goal of supporting exploration of new paths to meet patient needs around the world.

On December 15, 2021, we announced that the United Kingdom (UK) Medicines and Healthcare products Regulatory Agency (MHRA) has granted a marketing authorization for BRUKINSA® in Great Britain, for the treatment of eligible adult patients with Waldenström's macroglobulinemia (WM) who have received at least one prior therapy or for the first-line treatment of eligible patients unsuitable for chemo-immunotherapy.

On December 13, 2021, we announced that we entered into a collaboration agreement with Nanjing Leads Biolabs, Inc. (Leads Biolabs) granting BeiGene worldwide research, development and manufacturing rights and exclusive commercialization rights outside of China to LBL-007, a novel investigational antibody targeting the LAG-3 pathway. Leads Biolabs received an upfront cash payment and is eligible to receive additional milestone payments and royalties pending successful development, regulatory approval and commercialization of the licensed candidates.

On December 2, 2021, we announced inclusion in the NRDL of anti-PD-1 antibody tislelizumab in three new indications, including in lung and liver cancers; BRUKINSA® in one new indication; and the initial listing for PARP inhibitor pamiparib. The changes to the NRDL were effective on January 1, 2022.

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On December 2, 2021, we announced the NMPA approved SYLVANT® (siltuximab for injection), licensed from EUSA Pharma (EUSA), for the treatment of adult patients with multicentric Castleman disease (MCD) who are human immunodeficiency virus (HIV) negative and human herpes virus-8 (HHV-8) negative, also known as idiopathic MCD (iMCD). Siltuximab is a monoclonal antibody approved in the United States, European Union, and other countries and regions around the world.

On November 23, 2021, we announced the commencement of an initial public offering (the "STAR Offering") on the Science and Technology Innovation Board (the "STAR Market") of the Shanghai Stock Exchange (the SSE). The total number of shares offered in the STAR Offering was 115,055,260 ordinary shares, par value $0.0001 per share, which represents 8.62% of our total outstanding ordinary shares as of October 31, 2021, after giving effect to the shares being offered. The shares offered in the STAR Offering (the RMB Shares) were issued to and subscribed for by permitted investors in the PRC and listed and traded on the STAR Market in Renminbi. On November 30, 2021, we announced the public offering price of the RMB Shares was RMB192.60 per ordinary share, which equates to HK$234.89 per ordinary share and $391.68 per ADS, based on an assumed exchange rate of RMB0.81996 to HK$1.00 and RMB6.3924 to $1.00. On December 14, 2021, we announced that we completed the STAR Offering and the RMB Shares began trading on the STAR Market under the stock code "688235" on December 15, 2021. The gross proceeds from the STAR Offering, before deducting underwriting commissions and other estimated offering expenses, were approximately RMB22.2 billion, or approximately $3.5 billion.

On November 23, 2021, we announced that the European Commission (EC) approved BRUKINSA® for the treatment of adult patients with Waldenström's macroglobulinemia (WM) who have received at least one prior therapy or for the first-line treatment of patients unsuitable for chemo-immunotherapy. The approval is applicable to all 27 European Union (EU) member states, plus Iceland and Norway.

On November 23, 2021, we announced that we purchased a 42-acre site at the Princeton West Innovation Park in Hopewell, N.J. to house a new state-of-the-art manufacturing campus and clinical R&D center.

On November 14, 2021, we and NewBridge Pharmaceuticals, a specialty company in the Middle East and North Africa regions established to bridge the access gap by partnering with global pharma and biotech companies, announced that BRUKINSA® was approved in Saudi Arabia for the treatment of adult patients with mantle cell lymphoma (MCL) who have received at least one prior therapy.

Components of Operating Results

Revenue

Product Revenue

We generate product revenue through the sale of our three internally developed products and our in-licensed medicines from our partners.

Revenues from product sales are recognized when there is a transfer of control from the Company to the customer. The Company determines transfer of control based on when the product is delivered, and title passes to the customer. Revenues from product sales are recognized net of variable consideration resulting from rebates, chargebacks, trade discounts and allowances, sales returns allowances and other incentives. Provisions for estimated reductions to revenue are provided for in the same period the related sales are recorded and are based on contractual terms, historical experience and trend analysis.

Collaboration Revenue

We recognize collaboration revenue for amounts earned under collaborative and out-licensing arrangements. In January 2021, we entered into a collaboration and license agreement with Novartis, granting Novartis rights to develop, manufacture and commercialize tislelizumab in the United States, Canada, Mexico, member countries of the European Union, United Kingdom, Norway, Switzerland, Iceland, Liechtenstein, Russia, and Japan (the "Novartis Territory") Novartis Territory). There were two performance obligations identified at the outset of the agreement: (1) the exclusive license to develop, manufacture, and commercialize tislelizumab in the Novartis Territory, transfer of know-how and use of the tislelizumab trademark and (2) conducting and completing ongoing trials of tislelizumab (R R&D services). services. Under this agreement, we received an upfront cash payment, which was allocated between the two performance obligations identified in the agreement based on the relative standalone selling prices of the performance obligations. The portion allocated to the license was recognized upon the delivery of the license right and transfer of know-how. The portion of the upfront payment allocated to the tislelizumab R&D services was deferred and is being recognized as collaboration revenue as the tislelizumab R&D services are performed using a percentage of completion method. Estimated costs to complete are reassessed on a periodic basis and any updates to the revenue earned are recognized on a prospective basis.

In December 2021, we expanded our collaboration with Novartis by entering into an option, collaboration and license agreement with Novartis to develop, manufacture and commercialize our investigational TIGIT inhibitor ociperlimab in the Novartis Territory. In addition, we entered into an agreement with Novartis which granted us rights to market, promote and detail five approved Novartis oncology products, TAFINLAR® (dabrafenib), MEKINIST® (trametinib), VOTRIENT® (pazopanib), AFINITOR® (everolimus), and ZYKADIA® (ceritinib), across designated regions of China referred to as "broad markets." There were three performance obligations identified at the outset of the arrangement: (1) a material right for the option to the exclusive product license, (2) the right to access ociperlimab in clinical trials during the option period provided to Novartis, combined with the initial transfer of BeiGene know-how, and (3) conducting clinical trials of ociperlimab during the option period (R R&D services). services. The market development activities are considered immaterial in the context of the agreements. Under this agreement, we received an upfront cash payment, which was allocated between the three performance obligations identified in the agreement based on the relative standalone selling prices of the performance obligations. The portion allocated to the material right was deferred and will be recognized at the earlier of when Novartis exercises the option and the license is delivered or the expiration of the option period. The portion of the transaction price allocated to Novartis' right to access ociperlimab in its own clinical trials during the option period and the initial transfer of BeiGene know-how was deferred and is being recognized over the expected option period. The portion of the transaction price allocated to the ociperlimab R&D services was deferred and is being recognized as collaboration revenue as the ociperlimab R&D services are performed over the expected option period.

The option exercise fee under the ociperlimab agreement is contingent upon Novartis exercising its right, and is considered fully constrained until the option is exercised.The potential milestone payments that we are eligible to receive under both of the

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Novartis collaborations were excluded from the initial transaction prices, as all milestone amounts are variable consideration and were fully constrained due to uncertainty of achievement. Performance-based milestones will be recognized when the milestone event is achieved or when the risk of revenue reversal is remote. Sales-based milestones and royalties will be recognized when the underlying sales occur.

Expenses

Cost of Sales

Cost of sales includes the costs to manufacture our internally developed commercial products, as well as costs to purchase tislelizumab from Boehringer Ingelheim. Additionally, cost of sales included the cost of in-licensed products purchased for sale in the PRC. Costs to manufacture inventory in preparation for commercial launch of a product incurred prior to regulatory approval are expensed to research and development expense as incurred. Cost of sales for newly launched products will not be recorded until the initial pre-launch inventory is depleted and additional inventory is manufactured. To date, the Company's initial pre-launch inventory for its commercial products has been immaterial and has not had a significant impact on the Company's gross margin.

Research and Development Expenses

Research and development expenses consist of the costs associated with our research and development activities, conducting preclinical studies and clinical trials, and activities related to regulatory filings. Our research and development expenses consist of:

- expenses incurred under agreements with contract research organizations (CROs), CMOs, and consultants that conduct and support clinical trials and preclinical studies;
- costs of comparator drugs in certain of our clinical trials;
- manufacturing costs related to pre-commercial activities;
- costs associated with preclinical activities and development activities;
- costs associated with regulatory operations;
- employee-related expenses, including salaries, benefits, travel and share-based compensation expense for research and development personnel;
- in-process research and development costs expensed as part of collaboration agreements entered into; and
- other expenses, which include direct and allocated expenses for rent and maintenance of facilities, insurance and other supplies used in research and development activities.

Our current research and development activities mainly relate to the clinical advancement of our internally developed medicines and drug candidates:

- BRUKINSA® (zanubrutinib), a small molecule inhibitor of BTK;
- tislelizumab, a humanized monoclonal antibody against PD-1;
- ociperlimab, an investigational humanized monoclonal antibody against TIGIT;
- pamiparib, a selective small molecule inhibitor of PARP1 and PARP2;
- BGB-15025, an investigational hematopoietic progenitor kinase 1 (HPK1) inhibitor;
- BGB-11417, an investigational small molecular inhibitor of Bcl-2;
- BGB-A445, an investigational non-ligand competing OX40 monoclonal antibody;
- BGB-16673, an investigational Chimeric Degradation Activating Compound or CDAC, ("CDAC"), targeting BTK; and
- BGB-A425, an investigational humanized monoclonal antibody against TIM-3. TIM-3;
- BGB-10188, an investigational PI3Kδ inhibitor;
- BGB-23339, a potent, allosteric investigational tyrosine kinase 2 (TYK2) inhibitor; and
- LBL-007, a novel investigational antibody targeting the LAG-3 pathway

Research and development activities also include costs associated with in-licensed drug candidates, including:

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- R&D expense related to the co-development of pipeline assets under the Amgen collaboration agreement. Our total cost share obligation to Amgen is split between R&D expense and a reduction to the R&D cost share liability;
- sitravatinib, an investigational, spectrum-selective kinase inhibitor, licensed from Mirati Therapeutics, Inc. (Mirati) ("Mirati");
- ZW25 (zanidatamab) and ZW49, two investigational bispecific antibody-based product candidates targeting HER2, licensed from Zymeworks Inc. (Zymeworks) ("Zymeworks"); and
- POBEVCY®(BAT1706), a biosimilar to Avastin® (bevacizumab), licensed from Bio-Thera Solutions, Ltd. (Bio-Thera).

We expense research and development costs when incurred. We record costs for certain development activities, such as clinical trials, based on an evaluation of the progress to completion of specific tasks using data such as subject enrollment, clinical site activations or information our vendors provide to us. We expense the manufacturing costs of our internally developed products that are used in clinical trials as they are incurred as research and development expense. We do not allocate employee-related costs, depreciation, rental and other indirect costs to specific research and development programs because these costs are deployed across multiple product programs under research and development and, as such, are separately classified as unallocated research and development expenses.

At this time, it is difficult to estimate or know for certain, the nature, timing and estimated costs of the efforts that will be necessary to complete the development of our internally developed and in-licensed medicines and drug candidates. This is due to the numerous risks and uncertainties associated with developing such medicines and drug candidates, including the uncertainty of:

- successful enrollment in and completion of clinical trials;
- establishing an appropriate safety and efficacy profile;
- establishing and maintaining commercial manufacturing capabilities or making arrangements with third-party manufacturers;
- receipt of marketing and other required approvals from applicable regulatory authorities;
- successfully launching and commercializing our medicines and drug candidates, if and when approved, whether as monotherapies or in combination with our medicines and drug candidates or third-party products;
- market acceptance, pricing and reimbursement;
- obtaining and maintaining patent and trade secret protection and regulatory exclusivity for our medicines and drug candidates;
- continued acceptable safety and efficacy profiles of the products following approval;
- sufficient supply of the products following approval;
- competition from competing products; and
- retention of key personnel.

A change in the outcome of any of these variables with respect to the development of any of our medicines and drug candidates would significantly change the costs, timing and viability associated with the commercialization or development of that medicine or drug candidate.

Research and development activities are central to our business model. We expect continued substantial investment in research and development costs to increase for the foreseeable future as our discovery and development programs progress, as we continue to support the clinical trials of our medicines and drug candidates as treatments for various cancers and as we move these medicines and drug candidates into additional clinical trials, including potential pivotal trials. There are numerous factors associated with the successful commercialization of any of our medicines and drug candidates, including future trial design and various regulatory requirements, many of which cannot be determined with accuracy at this time based on our stage of development. Additionally, future commercial and regulatory factors beyond our control may impact our clinical development and commercial programs and plans.

Selling, General and Administrative Expenses

Selling, general and administrative expenses consist primarily of product promotion costs, distribution costs, salaries and related benefit costs, including share-based compensation for selling, general and administrative personnel. Other selling, general and administrative expenses include professional fees for legal, consulting, auditing and tax services as well as other direct and allocated expenses for rent and maintenance of facilities, travel costs, insurance and other supplies used in selling,

general and administrative activities. We anticipate that our selling, general and administrative expenses will increase in future periods to support planned increases in commercialization activities for our approved medicines, and the preparation for potential launch and commercialization of additional in-licensed products from our collaborations and internally developed products, if approved. We also expect selling, general and administrative expenses to increase in future periods to support our research and development efforts, including the continuation of the clinical trials of our treatments for various cancers and the initiation of clinical trials for potential new indications or drug candidates. These cost increases will likely be due to increased promotional costs, increased headcount, increased share-based compensation expenses, expanded infrastructure and increased costs for insurance. We also incur significant legal, compliance, accounting, insurance and investor and public relations expenses associated with being a public company with our ADSs,

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ordinary shares and RMB Shares listed for trading on The NASDAQ Nasdaq Global Select Market, The Hong Kong Stock Exchange and The STAR Market of the Shanghai Stock Exchange, respectively.

Interest Income (Expense), Net

Interest Income

Interest income consists primarily of interest generated from our RMB-denominated cash deposits and short-term investments in money market funds, time deposits, U.S. Treasury securities and U.S. agency securities.

Interest Expense

Interest expense consists primarily of interest on our bank loans and related party loan.

Other (Expense) Income, (Expense), Net

Other (expense) income consists primarily of gains and losses recognized related to fluctuations in foreign currency exchange rates, gains and losses on equity investments, government grants and subsidies received that involve no conditions or continuing performance obligations by us, realized and unrealized gains and losses related to foreign currency exchange rates, unrealized gains and losses on equity securities, and realized gains and losses on the sale of investments. We hold significant cash in the form of RMB-denominated deposits at U.S. functional currency entities, including a large portion of the cash generated from the STAR Market offering in December 2021. Other (expense) income (expense) includes foreign currency remeasurement the revaluation gains and losses of these cash deposits based on foreign currency exchange rates.

Results of Operations

Comparison of the Years Ended December 31, 2021 December 31, 2022 and 2020 2021

The following table summarizes our results of operations for the years ended December 31, 2021 December 31, 2022 and 2020: 2021:

	Year Ended December 31,		Change			Year Ended December 31,		Change	
	2021	2020	$	%		2022	2021	$	%
	(dollars in thousands)					(dollars in thousands)			
Revenues					Revenues				
Product revenue, net	$ 633,987	$ 308,874	$ 325,113	105.3 %	Product revenue, net	$ 1,254,612	$ 633,987	$ 620,625	97.9 %
Collaboration revenue	542,296	—	542,296	NM	Collaboration revenue	161,309	542,296	(380,987)	(70.3) %
Total revenues	1,176,283	308,874	867,409	280.8 %	Total revenues	1,415,921	1,176,283	239,638	20.4 %
Expenses					Expenses				
Cost of sales - product	164,906	70,657	94,249	133.4 %	Cost of sales - product	286,475	164,906	121,569	73.7 %
Research and development	1,459,239	1,294,877	164,362	12.7 %	Research and development	1,640,508	1,459,239	181,269	12.4 %
Selling, general and administrative	990,123	600,176	389,947	65.0 %	Selling, general and administrative	1,277,852	990,123	287,729	29.1 %
Amortization of intangible assets	750	846	(96)	(11.3) %	Amortization of intangible assets	751	750	1	0.1 %
Total expenses	2,615,018	1,966,556	648,462	33.0 %	Total expenses	3,205,586	2,615,018	590,568	22.6 %
Loss from operations	(1,438,735)	(1,657,682)	218,947	(13.2) %	Loss from operations	(1,789,665)	(1,438,735)	(350,930)	24.4 %
Interest (expense) income, net	(15,757)	1,998	(17,755)	(888.6) %					
Other income, net	15,904	37,490	(21,586)	(57.6) %					
					Interest income (expense), net	52,480	(15,757)	68,237	(433.1) %

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Other (expense) income, net						Other (expense) income, net	(223,852)	15,904	(239,756)	(1,507.5) %
Loss before income tax expense	Loss before income tax expense	(1,438,588)	(1,618,194)	179,606	(11.1) %	Loss before income tax expense	(1,961,037)	(1,438,588)	(522,449)	36.3 %
Income tax benefit		(25,234)	(17,671)	(7,563)	42.8 %					
Income tax expense						Income tax expense	42,778	19,228	23,550	122.5 %
Net loss	Net loss	(1,413,354)	(1,600,523)	187,169	(11.7) %	Net loss	(2,003,815)	(1,457,816)	(545,999)	37.5 %
Less: Net loss attributable to noncontrolling interest	Less: Net loss attributable to noncontrolling interest	—	(3,617)	3,617	(100.0) %	Less: Net loss attributable to noncontrolling interest	—	—	—	NM
Net loss attributable to BeiGene, Ltd.	Net loss attributable to BeiGene, Ltd.	$ (1,413,354)	$ (1,596,906)	$ 183,552	(11.5) %	Net loss attributable to BeiGene, Ltd.	$ (2,003,815)	$ (1,457,816)	$ (545,999)	37.5 %

Revenue

Total revenue increased by $867.4 million $239.6 million to $1.4 billion for the year ended December 31, 2022, from $1.2 billion for the year ended December 31, 2021, from $308.9 million for the year ended December 31, 2020, primarily due to collaboration revenue from the Novartis arrangement, increased increases in sales of our internally developed products and increased sales in-licensed products, partially offset by a decrease in collaboration revenue, as the prior year period included the recognition of the majority of the $650 million upfront payment from our in-licensed products. Novartis as license revenue.

The following table summarizes the components of revenue for the year ended December 31, 2021 December 31, 2022 and 2020, 2021, respectively:

		Year Ended December 31,		Changes			Year Ended December 31,		Changes	
		2021	2020	$	%		2022	2021	$	%
		(dollars in thousands)					(dollars in thousands)			
Product revenue	Product revenue	$ 633,987	$ 308,874	$ 325,113	105.3 %	Product revenue	$ 1,254,612	$ 633,987	$ 620,625	97.9 %
Collaboration revenue:	Collaboration revenue:					Collaboration revenue:				
License revenue	License revenue	484,646	—	484,646	NM	License revenue	—	484,646	(484,646)	(100.0) %
Research and development service revenue	Research and development service revenue	53,671	—	53,671	NM	Research and development service revenue	46,822	53,671	(6,849)	(12.8) %
Right to access intellectual property revenue	Right to access intellectual property revenue	3,979	—	3,979	NM	Right to access intellectual property revenue	104,994	3,979	101,015	2,538.7 %
Other						Other	9,493	—	9,493	NM
Total collaboration revenue	Total collaboration revenue	542,296	—	542,296	NM	Total collaboration revenue	161,309	542,296	(380,987)	(70.3) %
Total Revenue	**Total Revenue**	$ 1,176,283	$ 308,874	$ 867,409	280.8 %	**Total Revenue**	$ 1,415,921	$ 1,176,283	$ 239,638	20.4 %

Net product revenue consisted of the following:

	Year Ended December 31,		Changes			Year Ended December 31,		Changes	
	2021	2020	$	%		2022	2021	$	%
	(dollars in thousands)					(dollars in thousands)			

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BRUKINSA®						BRUKINSA®	$ 564,651	$ 217,987	$ 346,664	159.0	%
Tislelizumab	Tislelizumab	$ 255,119	$ 163,358	$ 91,761	56.2	%	Tislelizumab	422,885	255,119	167,766	65.8	%
BRUKINSA®		217,987	41,702	176,285	422.7	%						
REVLIMID®	REVLIMID®	70,065	47,372	22,693	47.9	%	REVLIMID®	79,049	70,065	8,984	12.8	%
XGEVA®							XGEVA®	63,398	45,956	17,442	38.0	%
POBEVCY®							POBEVCY®	38,124	1,353	36,771	2,717.7	%
BLINCYTO®							BLINCYTO®	36,107	12,515	23,592	188.5	%
VIDAZA®	VIDAZA®	19,591	29,975	(10,384)	(34.6)	%	VIDAZA®	15,213	19,591	(4,378)	(22.3)	%
ABRAXANE®		—	17,770	(17,770)	(100.0)	%						
XGEVA®		45,956	8,496	37,460	440.9	%						
BLINCYTO®		12,515	—	12,515		NM						
KYPROLIS®							KYPROLIS®	13,696	—	13,696		NM
Pamiparib							Pamiparib	5,460	3,661	1,799	49.1	%
Other	Other	12,754	201	12,553	6,245.3	%	Other	16,029	7,740	8,289	107.1	%
Total product revenue	**Total product revenue**	$ 633,987	$ 308,874	$ 325,113	105.3	%	**Total product revenue**	$ 1,254,612	$ 633,987	$ 620,625	97.9	%

Net product revenue was $634.0 million $1.3 billion for the year ended December 31, 2021 December 31, 2022, compared to $308.9 million $634.0 million in the prior year, primarily due to increased sales of BRUKINSA® in the United States and China and tislelizumab in China, and in-licensed sales of Amgen's XGEVA® and BLINCYTO® in China, , which we began distributing in July 2020 and August 2021, respectively. and XGEVA, as well as Bio-Thera's POBEVCY. During 2022, we continued to see increased patient demand in China for tislelizumab and BRUKINSA due to the inclusion on the National Reimbursement Drug List ("NRDL"), and this demand more than offset the effect of the related price reductions.

Product revenues Global sales of BRUKINSA totaled $564.7 million for the year ended December 31, 2021 were negatively impacted by adjustments of $57.5 million as a result of compensating distributors for products previously sold at the pre-NRDL price, which remained in the distribution channel, due to the first inclusion of tislelizumab, BRUKINSA®, and XGEVA® in the updated NRDL effective March 1, 2021 and additional indications for tislelizumab, BRUKINSA® and pamiparib effective January 1, 2022. During the year ended December 31, 2021, the inclusion of tislelizumab, BRUKINSA®, XGEVA®, and pamiparib in the NRDL significantly increased patient demand that more than offset the net effect of price reductions as a result of NRDL inclusion.

Global sales of BRUKINSA® totaled $218.0 million for the year ended December 31, 2021 December 31, 2022, representing a 422.7% 159.0% increase compared to the prior year; U.S. sales of BRUKINSA® totaled $115.7 million $389.7 million for the year ended December 31, 2021 December 31, 2022 compared to $18.2 million $115.7 million in the prior year. year, representing growth of 237.0%. U.S. sales accelerated in the period, driven by continued increased uptake in MCL, and FDA approvals in WM and MZL. BRUKINSA® sales in China totaled $101.2 million $150.3 million for the year ended December 31, 2021 December 31, 2022, representing growth of 331% 48.6% compared to the prior year, driven by a significant increase in all approved indications, including CLL/SLL.

Sales of tislelizumab in China totaled $255.1 million $422.9 million for the year ended December 31, 2021 December 31, 2022, representing a 56.2% 65.8% increase compared to the prior year. During the year ended December 31, 2021 December 31, 2022, new patient demand from broader reimbursement and further expansion of our salesforce and hospital listings continued to drive increased market penetration and market share for tislelizumab. Full year 2021 sales of tislelizumab included two negative adjustments totaling $45.6 million for distributor channel inventory compensation as a result of inclusion in the March 2021 and January 2022 NRDL lists.

Product revenues for the year ended December 31, 2021 were negatively impacted by adjustments of $57.5 million as a result of compensating distributors for products previously sold at the pre-NRDL price, which remained in the distribution channel, due to the first inclusion of tislelizumab, BRUKINSA, and XGEVA in the updated NRDL effective March 1, 2021 and additional indications for tislelizumab, BRUKINSAand pamiparib effective January 1, 2022. During the year ended December 31, 2021, the inclusion of tislelizumab, BRUKINSA, XGEVA, and pamiparib in the NRDL significantly increased patient demand that more than offset the net effect of price reductions as a result of NRDL inclusion.

Collaboration revenue totaled $161.3 million for the year ended December 31, 2022, of which $46.8 million was recognized from deferred revenue for R&D services performed during the year ended December 31, 2022 under both the tislelizumab and ociperlimab collaborations, $105.0 million was recognized from deferred revenue for Novartis' right to access ociperlimab over the option period, and $9.5 million was recognized related to the sale of tislelizumab clinical supply to Novartis. Collaboration revenue totaled $542.3 million for the year ended December 31, 2021., of which $484.6 million was recognized upon delivery of the tislelizumab license right and transfer of know-how to Novartis under our collaboration and license agreement with Novartis, $53.7 million was recognized from deferred revenue for R&D services performed during the year ended December 31, 2021 under both the tislelizumab and ociperlimab collaborations, and $4.0 million was recognized from deferred revenue for Novartis' right to access ociperlimab over the option period (see Footnote 3) Note 4 to our consolidated financial statements included in this Annual Report on Form 10-K). We did not have any collaboration revenue during the year ended December 31, 2020.

Cost of Sales

Cost of sales increased to $286.5 million for the year ended December 31, 2022 from $164.9 million for the year ended December 31, 2021 from $70.7 million for the year ended December 31, 2020, primarily due to increased product sales of tislelizumab, BRUKINSA and XGEVA, as well as initial sales of BLINCYTO®, tislelizumab, which we began

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selling in August 2021, and Amgen products. initial sales of KYPROLIS and POBEVCY.

Gross Margin

Gross margin on global product sales increased to $968.1 million for the year ended December 31, 2022, compared to $469.1 million for the year ended December 31, 2021, compared to $238.2 million for the year ended December 31, 2020, primarily due to increased product revenue in the current year period. Gross margin as a percentage of product sales decreased increased to 74.0% 77.2% for the year ended December 31, 2021 December 31, 2022, from 77.1% 74.0% in the prior year. The decrease increase is primarily due to the impact of the accrued compensation in the first and fourth quarters of 2021 to

customers for sales of tislelizumab, BRUKINSA®, and XGEVA® that remained in the channel and were sold at the pre-NRDL price, as well as the ongoing lower prices resulting from the listing on the NRDL. These negative impacts to our gross margin were partially offset by a proportionally higher sales mix of global BRUKINSA® sales and sales of tislelizumab in China compared to lower margin sales of in-licensed products. Pre-launch inventory carried at zero or low cost consumed during the year ended December 31, 2021 products and December 31, 2020 was immaterial lower costs per unit for both BRUKINSA and did not have tislelizumab, partially offset by a significant impact on our gross margin.lower average selling price for both BRUKINSA and tislelizumab.

Research and Development Expense

Research and development expense increased by $164.4 million $181.3 million, or 12.7% 12.4%, to $1.6 billion for the year ended December 31, 2022, from $1.5 billion for the year ended December 31, 2021, from $1,294.9 million for the year ended December 31, 2020. The following table summarizes the external cost of development programs, upfront license fees, and internal research and development expense for the years ended December 31, 2021 December 31, 2022 and 2020: 2021:

		Year Ended December 31,		Changes				Year Ended December 31,		Changes		
		2021	2020	$	%			2022	2021	$	%	
		(dollars in thousands)						(dollars in thousands)				
External research and development expense:	External research and development expense:						External research and development expense:					
Cost of development programs	Cost of development programs	$ 477,761	$ 502,399	$ (24,638)	(4.9)	%	Cost of development programs	$ 469,497	$ 477,761	$ (8,264)	(1.7)	%
Upfront license fees	Upfront license fees	83,500	109,500	(26,000)	(23.7)	%	Upfront license fees	68,665	83,500	(14,835)	(17.8)	%
Amgen co-development expenses[1]	Amgen co-development expenses[1]	115,464	117,005	(1,541)	(1.3)	%	Amgen co-development expenses[1]	98,955	115,464	(16,509)	(14.3)	%
Total external research and development expenses	Total external research and development expenses	676,725	728,904	(52,179)	(7.2)	%	Total external research and development expenses	637,117	676,725	(39,608)	(5.9)	%
Internal research and development expenses	Internal research and development expenses	782,514	565,973	216,541	38.3	%	Internal research and development expenses	1,003,391	782,514	220,877	28.2	%
Total research and development expenses	**Total research and development expenses**	$ 1,459,239	$ 1,294,877	$ 164,362	12.7	%	**Total research and development expenses**	$ 1,640,508	$ 1,459,239	$ 181,269	12.4	%

1. Our co-funding obligation for the development of the pipeline assets under the Amgen collaboration for the year ended December 31, 2021 December 31, 2022 totaled $228.0 million $195.4 million, of which $115.5 million $99.0 million was recorded as R&D expense. The remaining $112.5 million $96.4 million was recorded as a reduction for the R&D cost share liability.

The decrease in external research and development expenses for the year ended December 31, 2021 December 31, 2022 was primarily attributable to lower upfront license fees under collaboration agreements, lower external spending related to fees paid to external CROs as we internalize previously outsourced activities, and a decrease in the expense recognized on co-development fees to Amgen.

Internal research and development expense increased $216.5 million $220.9 million, or 28.2%, to $1.0 billion and was primarily attributable to the expansion of our global development organization including the internalization of previously outsourced activities and the continued development of our clinical and preclinical drug candidates, as well as our continued efforts to internalize research and clinical trial activities, and included the following:

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- $109.0 114.7 million increase of employee salary and benefits, primarily attributable to hiring more research and development personnel to support our expanding research and development activities;
- $52.4 57.6 million increase of materials and reagent expenses, primarily in connection with the in-house manufacturing of drug candidates used for clinical purposes;
- $47.6 million increase of facilities, depreciation, office expense, rental fees, and other expenses to support the growth of our organization;
- $21.4 25.0 million increase of share-based compensation expense, primarily attributable to our increased headcount of research and development employees, resulting in more awards being expensed related to the growing employee population; expensed; and
- $17.7 24.0 million increase of materials and reagent expenses, primarily in connection with the in-house manufacturing of drug candidates used for clinical purposes; and
- $16.1 million increase decrease of consulting fees, which was mainly attributable to increased travel and including decreased meeting expense related to scientific, regulatory and development consulting activities, in connection with the advancement of our drug candidates.

Selling, General and Administrative Expense

Selling, general and administrative expense increased by $389.9 million $287.7 million, or 65.0% 29.1%, to $1,277.9 million for the year ended December 31, 2022, from $990.1 million for the year ended December 31, 2021, from $600.2 million for the year ended December 31, 2020. The increase was primarily attributable to the following:

- $175.7 176.4 million increase of employee salary and benefits, which was primarily attributable to the hiring of personnel to support our growing business, including the expansion of our commercial organizations in China, the United States, Canada, Europe and emerging markets, and the hiring of more personnel to support our growing business; markets;
- $119.1 46.0 million increase in external commercial-related expenses, including market research, sales market access studies and marketing, consulting and conference related expenses, promotional activities, related to the growth of our global commercial organization, as we continue to build our worldwide footprint and capabilities;
- $59.3 37.5 million increase of share-based compensation expense, primarily attributable to our increased headcount of sales and administrative employees, resulting in more awards being expensed; and
- $27.8 increase of professional fees, consulting, recruiting, information technology, tax, accounting and audit services, and facility expenses, rental fees, office expenses, and other administrative expenses, primarily attributable to the global expansion of our business, including the expansion of our commercial operations in China, the United States and Europe; and
- $35.9 million increase in share-based compensation expense, primarily attributable to our increased headcount of sales and administrative employees, resulting in more awards being expensed related to the growing sales and administrative employee population. Europe.

Interest Income (Expense) Income, , Net

Interest (expense) income (expense), net decreased increased by $17.8 million $68.2 million, or 888.6% 433.1%, to $52.5 million of net interest income for the year ended December 31, 2022, from $15.8 million of net interest expense for the year ended December 31, 2021. The increase in interest income (expense), net, was primarily attributable to increased interest income resulting from the increase in cash balances resulting from the STAR Offering proceeds in the fourth quarter of 2021, as well as higher interest rates earned on our cash, cash equivalents and short-term investments.

Other (Expense) Income, Net

Other (expense) income, net decreased by $239.8 million to $223.9 million of expense for the year ended December 31, 2022, from $2.0 million $15.9 million of net interest income for the year ended December 31, 2020 December 31, 2021. The decrease increase in interest expense for the year ended December 31, 2022 was primarily related to foreign exchange losses resulting from the strengthening of the U.S. dollar and the revaluation impact of foreign currencies held in U.S. functional currency subsidiaries. Also contributing to the increase in expense was an increase in the unrealized loss on our equity investments. These losses were partially offset by increased income net, from government subsidies.

Income Tax Expense

Income tax expense was $42.8 million for the year ended December 31, 2022 compared with $19.2 million for the year ended December 31, 2021. The income tax expense for the year ended December 31, 2022 was primarily attributable to decreased interest income, current China tax expense for certain subsidiaries determined after certain non-deductible expenses and current U.S. tax expense, as a result of lower interest rates, as well as increased interest expense, resulting from higher debt balances.

Other Income, Net

Other income, net decreased by $21.6 million amendments to $15.9 million for Internal Revenue Code (IRC) Section 174 pursuant to the 2017 Tax Cuts and Jobs Act, which took effect January 1, 2022, and eliminates the ability to fully deduct research and development expenditures in the year ended December 31, 2021, from $37.5 million for the year ended December 31, 2020. The income for the year ended December 31, 2021 was primarily due to the unrealized gain on our investment in Leap Therapeutics, as well as a realized foreign exchange loss on the proceeds received from the STAR Market offering. The income for the year ended December 31, 2020 resulted from unrealized gains on equity investments, as well as a gain recognized in conjunction with the deconsolidation of MapKure LLC.

Income Tax Benefit

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Income incurred, and requires capitalization and amortization. Other current tax benefit was $25.2 million for the year ended December 31, 2021 compared with income tax benefit of $17.7 million for the year ended December 31, 2020. The income tax benefit for the year ended December 31, 2021 expense was primarily attributable to the deferred tax benefit of U.S. stock-based compensation deductions in excess of tax expense on income reported in certain China subsidiaries as adjusted for certain non-deductible expenses. foreign non-creditable withholding taxes.

Liquidity and Capital Resources

The following table represents our cash, short-term investments, and debt balances as of December 31, 2021 December 31, 2022:

		Year Ended December 31,				Year Ended December 31,	
		2021	2020		2022	2021
		(in thousands)			(in thousands)	
Cash, cash equivalents and restricted cash	Cash, cash equivalents and restricted cash	$ 4,382,887	$ 1,390,005	Cash, cash equivalents and restricted cash	$ 3,875,037	$ 4,382,887
Short-term investments	Short-term investments	$ 2,241,962	$ 3,268,725	Short-term investments	$ 665,251	$ 2,241,962
Total debt	Total debt	$ 629,678	$ 518,652	Total debt	$ 538,117	$ 629,678

We have incurred annual net losses and negative cash flows from operations since inception, resulting from the funding of our research and development programs and selling, general and administrative expenses associated with our operations, as well as to support the commercialization of our products globally. We incurred net losses of $1.4 billion $2.0 billion and $1.6 billion $1.5 billion for the years ended December 31, 2021 December 31, 2022 and 2020, 2021, respectively. As of December 31, 2021 December 31, 2022, we had an accumulated deficit of $5.0 billion $7.1 billion.

To date, we have financed our operations principally through proceeds from public and private offerings of our securities and proceeds from our collaborations, together with product sales since September 2017. Based on our current operating plan, we expect that our existing cash, cash equivalents and short-term investments as of December 31, 2021 December 31, 2022 will enable us to fund our operating expenses and capital expenditure requirements for at least the next 12 months after the date that the financial statements included in this report are issued.

On June 28, 2021, the Listing Committee of the Science and Technology Innovation Board (the “STAR Market") of the Shanghai Stock Exchange (the SSE) approved the listing application which we submitted in January 2021 to the SSE for a proposed public offering of our ordinary shares and listing of such shares on the STAR Market of the SSE (the “STAR Offering"). On December 15, 2021, we completed the initial public offering on the SSE. The shares offered in the STAR Offering were issued to and subscribed for by permitted investors in the People’s Republic of China (PRC) ("PRC") in Renminbi (RMB Shares) ("RMB Shares"). The public offering price of the RMB Shares was RMB192.60 per ordinary share, or $391.68 per ADS. In this offering, we sold 115,055,260 ordinary shares. Net proceeds after deducting underwriting discounts and commissions and offering expenses were $3.4 billion. As required by the PRC securities laws, the net proceeds from the STAR Offering must be used in compliance with the planned uses as disclosed in the PRC prospectus as well as our proceeds management policy for the STAR Offering approved by our board of directors.

In January 2021, we entered into a collaboration and license agreement with Novartis, granting Novartis rights to develop, manufacture and commercialize tislelizumab in North America, Europe, and Japan. Under the agreement, we received an upfront cash payment of $650 million from Novartis. In December 2021, we expanded our collaboration with Novartis by entering into an option, collaboration and license agreement with Novartis to develop, manufacture and commercialize our investigational TIGIT inhibitor ociperlimab in the Novartis Territory. In addition, we and Novartis entered into an agreement granting us rights to market, promote and detail five approved Novartis oncology products. Under the terms of the agreement, we received an upfront cash payment of $300 million in January 2022, which is not included in our cash balance at December 31, 2021. 2022.

The following table provides information regarding our cash flows for the years ended December 31, 2021 December 31, 2022 and 2020: 2021:

		Year Ended December 31,				Year Ended December 31,	
		2021	2020		2022	2021
		(in thousands)			(in thousands)	
Cash, cash equivalents and restricted cash at beginning of period	Cash, cash equivalents and restricted cash at beginning of period	$ 1,390,005	$ 620,775	Cash, cash equivalents and restricted cash at beginning of period	$ 4,382,887	$ 1,390,005
Net cash used in operating activities	Net cash used in operating activities	(1,298,723)	(1,283,461)	Net cash used in operating activities	(1,496,619)	(1,298,723)

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Net cash provided by (used in) investing activities		640,659	(3,168,366)			
Net cash provided by financing activities		3,636,911	5,202,826			
Net cash provided by investing activities				Net cash provided by investing activities	1,077,123	640,659
Net cash (used in) provided by financing activities				Net cash (used in) provided by financing activities	(18,971)	3,636,911
Net effect of foreign exchange rate changes	Net effect of foreign exchange rate changes	14,035	18,231	Net effect of foreign exchange rate changes	(69,383)	14,035
Net increase in cash, cash equivalents and restricted cash		2,992,882	769,230			
Net (decrease) increase in cash, cash equivalents and restricted cash				Net (decrease) increase in cash, cash equivalents and restricted cash	(507,850)	2,992,882
Cash, cash equivalents and restricted cash at end of period	Cash, cash equivalents and restricted cash at end of period	$ 4,382,887	$ 1,390,005	Cash, cash equivalents and restricted cash at end of period	$ 3,875,037	$ 4,382,887

Operating Activities

Cash flows from operating activities is net income loss adjusted for certain non-cash items and changes in assets and liabilities.

Operating activities used $1.3 billion $1.5 billion of cash for the year ended December 31, 2021 December 31, 2022, which resulted principally from our net loss of $1.4 billion $2.0 billion, inclusive of $223.9 million of other losses due primarily to the strengthening of the U.S. dollar and an increase the related revaluation of foreign currencies held by U.S. functional currency subsidiaries, partially offset by non-cash charges and adjustments of $374.8 million, and by a decrease in our net operating assets and liabilities of $118.3 million, partially offset by non-cash charges and adjustments of $233.0 million $132.4 million. The non-cash charges and adjustments were primarily driven by share-based compensation expense, charges for acquired in-process research and development costs, and depreciation and amortization expense, offset by amortization of the research and development cost share liability liability. The decrease in working capital was driven largely by decreases in accounts receivable and prepaid expenses and an increase in taxes payable, partially offset by a decrease in deferred income tax benefits. revenue and an increase in inventories.

Operating activities used $1.3 billion of cash for the year ended December 31, 2021, which resulted principally from our net loss of $1.5 billion and an increase in our net operating assets and liabilities of $118.3 million, partially offset by non-cash charges and adjustments of $277.4 million. The non-cash charges and adjustments were primarily driven by share-based compensation expense, charges for acquired in-process research and development costs, and depreciation and amortization expense, offset by amortization of the research and development cost share liability. The increase in working capital was driven largely by increases in accounts receivable, inventory and prepaid expenses, offset by increases in accounts payable, accrued expenses and other liabilities and deferred revenue resulting from the upfront option payment from Novartis.

Operating activities used $1.3 billion of cash for the year ended December 31, 2020, which resulted principally from our net loss of $1.6 billion, partially offset by non-cash charges and adjustments of $166.5 million and a decrease in our net operating assets and liabilities of $150.6 million. The non-cash charges and adjustments were primarily driven by share-based compensation expense, offset by amortization of the research and development cost share liability. The decrease in working capital was driven largely by increases in accounts payable, accrued expenses and other liabilities, offset by increases in inventory and prepaid expenses.

Investing Activities

Cash flows from investing activities consist primarily of capital expenditures, investment purchases, sales, maturities, and disposals, and upfront payments related to our collaboration agreements.

Investing activities provided $1.1 billion of cash for the year ended December 31, 2022, consisting of $1.6 billion in sales and maturities of investment securities, partially offset by $325.4 million of capital expenditures, $143.7 million upfront collaboration payments, $15.9 million in purchases of long-term investments and $1.5 million in purchases of short-term investment securities.

Investing activities provided $640.7 million of cash for the year ended December 31, 2021, consisting of $2.1 billion in purchases of short-term investment securities, $262.9 million of capital expenditures, $43.4 million in purchases of intangible assets, $43.5 million in purchases of long-term investments and $8.5 million upfront collaboration payments, all of which were offset by sales and maturities of investment securities of $3.1 billion.

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Investing activities used $3.2 billion of cash for the year ended December 31, 2020, consisting of $5.7 billion in purchases of investment securities, $117.5 million of capital expenditures, and $109.5 million upfront collaboration payments, all of which were offset by sales and maturities of investment securities of $2.8 billion.

Financing Activities

Cash flows from financing activities consist primarily of sale of ordinary shares, RMB Shares, and ADSs through equity offerings, issuance and repayment of short-term and long-term debt, and proceeds from the sale of ADSs through employee equity compensation plans.

Financing activities used $19.0 million of cash for the year ended December 31, 2022, consisting primarily of $417.1 million of repayment of short-term loans, partially offset by $313.8 million from proceeds of short-term loans, $47.0 million from the exercise of employee share options and proceeds from the issuance of shares through our employee share purchase plan and $37.4 million from proceeds of long-term bank loans.

Financing activities provided $3.6 billion of cash for the year ended December 31, 2021, consisting primarily of $3.4 billion of net proceeds from our STAR Offering in December 2021, $406.4 million from proceeds of short-term loans, $92.8 million from the exercise of employee share options and proceeds from the issuance of shares through our employee share purchase plan, $50.0 million from the sale of our shares to Amgen, and $16.8 million from proceeds of long-term bank loans. These inflows were partially offset by $321.8 million of repayment of short-term loans.

Financing activities provided $5.2 billion of cash for the year ended December 31, 2020. This consisted primarily of $2.8 billion received from our collaboration with Amgen and $2.1 billion from a registered direct offering of ordinary shares to certain existing investors. Other inflows included $93.1 million from the exercise of employee share options and proceeds from the issuance of shares through our employee share purchase plan, and $433.9 million from loan proceeds. These inflows were partially offset by $144.3 million of repayment of principal under the loan between Guangzhou High-tech Zone Technology Holding Group Co., Ltd. (GET) BeiGene Biologics (the Shareholder Loan) and $28.7 million of cash consideration paid for the acquisition of the remaining 5% minority interest in our subsidiary BeiGene Biologics Co., Ltd.(BeiGene Biologics).

Effects of Exchange Rates on Cash

We have substantial operations in the PRC, which generate a significant amount of RMB-denominated cash from product sales and require a significant amount of RMB-denominated cash to pay our obligations. Additionally, on December 15, 2021, we received RMB21.7 billion in net proceeds from the STAR Offering. Since the reporting currency of the Company is the U.S. dollar, periods of volatility in exchange rates may have a significant impact on our consolidated cash balances.

Future Liquidity and Material Cash Requirements

Until such time, if ever, as we can generate substantial product revenue sufficient to cover our costs and capital investments, we may be required to finance our cash needs through a combination of equity offerings, debt financings, collaboration agreements, strategic alliances, licensing arrangements, government grants, and other available sources. Under the rules of the SEC, we currently qualify as a “well-known seasoned issuer,” which allows us to file shelf registration statements to register an unspecified amount of securities that are effective upon filing. In May 2020, we filed such a shelf registration statement with the SEC for the issuance of an unspecified amount of ordinary shares (including in the form of ADSs), preferred shares, various series of debt securities and/or warrants to purchase any of such securities, either individually or in units, from time to time at prices and on terms to be determined at the time of any such offering. This registration statement was effective upon filing and will remain in effect for up to three years from filing, prior to which time we may file another shelf registration statement that will be effective for up to three years from filing.

To the extent that we raise additional capital through the sale of equity or convertible debt securities, the ownership interest of our shareholders will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a holder of ADSs, ordinary shares, or RMB Shares. Debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures, or declaring dividends, and may require the issuance of warrants, which could potentially dilute your ownership interest. If we raise additional funds through collaboration agreements, strategic alliances or licensing arrangements with third parties, we may have to relinquish valuable rights to our medicines or drug candidates, future revenue streams or research programs, or to grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings, collaborations or other sources when needed, we may be required to delay, limit, reduce or terminate our product development or commercialization efforts or grant rights to develop and market products or drug candidates that we would otherwise prefer to develop and market ourselves.

Our material cash requirements in the short- and long-term consist of the following operational, capital, and manufacturing expenditures, a portion of which contain contractual or other obligations. We plan to fund our material cash requirements with our current financial resources together with our anticipated receipts of accounts receivable, product sales and royalty revenues, and reimbursements we expect to receive under our existing collaboration and license agreements.

Contractual and Other Obligations

The following table summarizes our significant contractual obligations as of December 31, 2021 December 31, 2022:

		Payments Due by Period					Payments Due by Period		
		Total	Short-term	Long-term		Total	Short-term	Long-term
		(in thousands)				(in thousands)		
Contractual obligations:	**Contractual obligations:**				**Contractual obligations:**			
Operating lease commitments	Operating lease commitments	$ 70,218	$ 24,225	$ 45,993	Operating lease commitments	$ 63,024	$ 26,278	$ 36,746
Purchase commitments	Purchase commitments	168,687	110,345	58,342	Purchase commitments	117,293	74,449	42,844
Debt obligations	Debt obligations	629,678	427,565	202,113	Debt obligations	538,117	328,969	209,148
Interest on debt	Interest on debt	57,299	24,336	32,963	Interest on debt	45,947	16,632	29,315

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Co-development funding commitment	Co-development funding commitment	791,059	244,800	546,259	Co-development funding commitment	595,702	231,697	364,005
Funding commitment	Funding commitment	12,750	4,250	8,500	Funding commitment	16,000	7,000	9,000
Research and development commitment	Research and development commitment	27,985	5,659	22,326	Research and development commitment	22,327	5,829	16,498
Pension plan	Pension plan	7,814	1,604	6,210	Pension plan	7,760	2,553	5,207
Capital commitments	Capital commitments	42,394	42,394	—	Capital commitments	404,914	404,914	—
Total	Total	$ 1,807,884	$ 885,178	$ 922,706	Total	$ 1,811,084	$ 1,098,321	$ 712,763

Operating Lease Commitments

We lease office or manufacturing facilities in Beijing, Shanghai, Suzhou and Guangzhou in China; office facilities in California, Massachusetts, Maryland, and New Jersey in the United States; and in Basel, Switzerland under non-cancelable operating leases expiring on various dates. Payments under operating leases are expensed on a straight-line basis over the respective lease terms. The aggregate future minimum payments under these non-cancelable operating leases are summarized in the table above.

Purchase Commitments

As of December 31, 2021 December 31, 2022, purchase commitments amounted to $168.7 million $117.3 million, of which $76.0 million $55.3 million related to minimum purchase requirements for supply purchased from CMOs and $92.7 $61.9 million related to binding purchase order obligations of inventory from BMS and Amgen. We do not have any minimum purchase requirements for inventory from BMS or Amgen.

Debt Obligations and Interest

Total debt obligations coming due in the next twelve months is $427.6 million $329.0 million. Total long-term debt obligations are $202.1 million $209.1 million. See Note 13 14 in the Notes to the Financial Statements for further detail of our debt obligations.

Interest on bank loans and the Related Party Loan is paid quarterly until the respective loans are fully settled. For the purpose of contractual obligations calculation, current interest rates on floating rate obligations were used for the remainder contractual life of the outstanding borrowings.

Co-Development Funding Commitments

Under our collaboration with Amgen, we are responsible for co-funding global clinical development costs for the licensed oncology pipeline assets, up to a total cap of $1.25 billion. We are funding our portion of the co-development costs by contributing cash and/or development services. As of December 31, 2021 December 31, 2022, our remaining co-development funding commitment was $0.8 billion $0.6 billion.

Funding Commitment

Funding commitment represents our committed capital related to one two of our equity method investments in the amount of $15.0 million $19.0 million. As of December 31, 2021 December 31, 2022, our remaining capital commitment was $12.8 million $16.0 million and is expected to be paid from time to time over the investment period.

Research and Development Commitment

We entered into long-term research and development agreements, which includes obligations to make upfront payments and fixed quarterly payments over the next five four years. As of December 31, 2021 December 31, 2022, the total research and development commitment amounted to $28.0 million $22.3 million.

Pension Plan

We maintain a defined benefit pension plan in Switzerland. Funding obligations under the defined benefit pension plan are equivalent to $1.6 million $2.6 million per year based on annual funding contributions in effect as of December 31, 2021 December 31, 2022 to achieve fully funded status where the market value of plan assets equals the projected benefit obligations. Future funding requirements will be subject to change as a result of future changes in staffing and compensation levels, various actuarial assumptions and actual investment returns on plan assets.

Capital Commitments

We had capital commitments amounting to $42.4 million $404.9 million for the acquisition of property, plant and equipment as of December 31, 2021 December 31, 2022, which were mainly for our biologics manufacturing facility and clinical R&D campus in Guangzhou, China, small molecule manufacturing facility in Suzhou, China, and research and development operations Hopewell, NJ, additional capacity at the Changping facility in Guangzhou and Suzhou manufacturing facilities, and new building for Beijing China. Innerway Bio-tech Co., Ltd.

Other Obligations

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We expect to make a significant investment in our future manufacturing facility in the United States, a 42-acre site that will be constructed in Hopewell, NJ, and for which we purchased for $75.2 million. We expect significant capital expenditures as we build out the Hopewell facility over the next several years.

We also enter into agreements in the ordinary course of business with CROs to provide research and development services. These contracts are generally cancellable at any time by us with prior written notice.

We also enter into collaboration agreements with institutions and companies to license intellectual property. We may be obligated to make future development, regulatory and commercial milestone payments and royalty payments on future sales of specified products associated with these agreements. Payments under these agreements generally become due and payable upon achievement of such milestones or sales. These commitments are not recorded on our balance sheet because the achievement and timing of these milestones are not fixed and determinable. When the achievement of these milestones or sales have occurred, the corresponding amounts are recognized in our financial statements. Future milestone payments potentially owed related to in-licensed technology totaled $5.7 billion as of December 31, 2021.

Critical Accounting Estimates

Our discussion and analysis of our financial condition and results of operations is based on our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The preparation of these financial statements requires us to make estimates, assumptions and judgments that affect the reported amounts of assets, liabilities, revenues, costs and expenses. We evaluate our estimates and judgments on an ongoing basis, and our actual results may differ from these estimates. We base our estimates on historical experience, known trends and events, contractual milestones and other various factors that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources.

Certain of these estimates are considered critical as they involve a significant level of estimation uncertainty and have had or are reasonably likely to have a material impact on our consolidated financial statements. Our critical accounting estimates are summarized below. See Note 2 to our consolidated financial statements included in this Annual Report for a description of our significant accounting policies.

Revenue Recognition

We recognize revenue when we transfer control of goods or services to our customers. Revenue is measured as the amount of consideration we expect to receive in exchange for goods and services. We generate revenue from product sales and revenue transactions with our collaboration partners.

Product Revenue

To determine the appropriate transaction price for our product sales at the time we recognize a sale to a direct customer, we estimate any rebates, chargebacks or discounts that ultimately will be due to the direct customer and other customers in the distribution chain under the terms of our contracts. Significant judgments are required in making these estimates. We include variable consideration in the transaction price to the extent it is probable that a significant reversal will not occur and estimate variable consideration from rebates, chargebacks, trade discounts and allowances, sales returns allowances, and other incentives using the expected value method.

Estimates for variable consideration for which reserves are established at the time of sale include government and commercial rebates, provisions for acceptance of NRDL pricing, chargebacks, trade discounts and allowances, sales returns allowances and other incentives that are offered within contracts between the Company and our customers, health care providers and other indirect customers. Where appropriate, these estimates take into consideration a range of possible outcomes that are probability-weighted for relevant factors such as our historical experience, current contractual and statutory requirements, channel inventory levels, specific known market events and trends, industry data and forecasted customer buying and payment patterns.

We base our sales returns allowance on estimated distributor inventories, customer demand as reported by third-party sources, and actual returns history, as well as other factors, as appropriate. For newly launched products where actual returns history is not yet available, the sales returns allowance is initially calculated based on benchmarking data from similar products and industry experience. If the historical or benchmarking data we use to calculate these estimates do not properly reflect future returns, then a change in the allowance would be made in the period in which such a determination is made and revenues in that period could be materially affected. Any changes from the historical trend rates are considered in determining the current sales return allowance. To date, sales returns have not been significant.

Actual amounts of consideration ultimately received may differ from our estimates. We will reassess estimates for variable consideration periodically. If actual results in the future vary from our estimates, we will adjust these estimates, which would affect net product revenue and earnings in the period such variances become known.

Collaboration Revenue

Our collaborative arrangements may contain more than one unit of account, or performance obligation, including grants of licenses to intellectual property rights, agreements to provide research and development services and other deliverables. As part of the accounting for these arrangements, we must develop assumptions that require significant judgments to determine the standalone selling price for each performance obligation identified in the contract.

Standalone selling prices for licenses of intellectual property and the right to access and use intellectual property during an option period performance obligations are determined based on the probability-weighted present value of forecasted cash flows associated with the intellectual property. Stand-alone selling prices for research and development services performance obligations are based on the present value of estimated clinical trial costs plus a reasonable margin.

The estimates of standalone selling prices involve management's key assumptions such as revenue growth rate, estimated clinical trial costs, mark-up rate, probability of technical and regulatory success, and discount rates. These significant assumptions are forward looking and could be affected by future economic, regulatory and market conditions.

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Research and Development Expenses

Clinical trial costs are a significant component of our research and development expenses. We have a history of contracting with third parties that perform various clinical trial activities on behalf of us in the ongoing development of our product candidates. Expenses related to clinical trials are accrued based on our estimates of the actual services performed by the third parties for the respective period. If the contracted amounts are modified (for instance, as a result of changes in the clinical trial protocol or scope of work to be performed), we will modify the related accruals accordingly on a prospective basis. Revisions in the scope of a contract are charged to expense in the period in which the facts that give rise to the revision become reasonably certain.

The process of estimating our external research and development expenses involves reviewing open contracts and purchase orders, communicating with our personnel to identify services that have been performed on our behalf and estimating the level of service performed and the associated costs incurred for the services when we have not yet been invoiced or otherwise notified of the actual costs. The majority of our service providers invoice us in arrears for services performed, on a pre-determined schedule or when contractual milestones are met; however, some require advanced payments. We make estimates of our expenses as of each balance sheet date in our financial statements based on facts and circumstances known to us at that time. Although we do not expect our estimates to be materially different from amounts actually incurred, our understanding of the status and timing of services performed relative to the actual status and timing of services performed may vary and may result in us reporting expenses that are too high or too low in any particular period. To date, we have not made any material adjustments to our prior estimates of research and development expenses.

Income Taxes

Deferred tax assets represent amounts available to reduce income taxes payable on taxable income in future years. Such assets arise because of temporary differences between the financial reporting and tax basis of assets and liabilities, as well as from net operating losses and tax credit carryforwards. We evaluate the recoverability of these future tax deductions and credits by assessing the adequacy of future expected taxable income from all sources, including reversal of temporary differences, forecasted operating earnings and available tax planning strategies. These sources of income rely heavily on estimates that are based on a number of factors, including historical experience and short-range and long-range business forecasts. A valuation allowance is provided when it is more likely than not that some portion or all of a deferred tax asset will not be realized.

Recent Accounting Pronouncements

See Note 2 to our consolidated financial statements included in this Annual Report for information regarding recent accounting pronouncements.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Interest and Credit Risk

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

We had cash and cash equivalents of $4.4 billion $3.9 billion, $1.4 billion $4.4 billion and $618.0 million $1.4 billion, restricted cash of $7.2 million $5.5 million, $8.1 million $7.2 million and $2.8 million $8.1 million, and short-term investments of $2.2 billion $0.7 billion, $3.3 billion $2.2 billion and $0.4 billion $3.3 billion, at December 31, 2021 December 31, 2022, 2020 2021 and 2019, 2020, respectively. Our cash and cash equivalents are deposited with various major reputable financial institutions located within or without the PRC. The deposits placed with these financial institutions are not protected by statutory or commercial insurance. In the event of bankruptcy of one of these financial institutions, we may be unlikely to claim our deposits back in full. We believe that these financial institutions are of high credit quality, and we continually monitor the credit worthiness of these financial institutions. At December 31, 2021 December 31, 2022, our short-term investments consisted primarily of U.S. treasury securities. We believe that U.S. treasury securities are of high credit quality and continually monitor the credit worthiness of these institutions.

The primary objectives of our investment activities are to preserve principal, provide liquidity, and maximize income without significant increasing risk. Our primary exposure to market risk relates to fluctuations in the interest rates, which are affected by changes in the general level of PRC and U.S. interest rates. Given the short-term nature of our cash equivalents, 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. We estimate that a hypothetical 100-basis point increase or decrease in market interest rates would result in a decrease of $15.1 million $2.1 million or increase of $6.7 million $2.1 million, respectively, in the fair value of our investment portfolio as of December 31, 2021 December 31, 2022.

We do not believe that our cash, cash equivalents, and short-term investments have significant risk of default or illiquidity. While we believe our cash, cash equivalents, and short-term investments do not contain excessive risk, we cannot provide absolute assurance that in the future investments will not be subject to adverse changes in market value.

We had accounts receivable, net of $483,113, $60,403 $173.2 million, $483.1 million and $70,878 $60.4 million at December 31, 2021 December 31, 2022, 2021 and 2020, and 2019, respectively. Accounts receivable at December 31, 2021 included the upfront fee from Novartis of $300.0 million under the ociperlimab agreement. Accounts receivable, net represent amounts arising from product sales and amounts due from the our collaboration partners. We monitor economic conditions to identify facts or circumstances that may indicate receivables are at risk of collection. To date, we have not experienced any significant losses with respect to the collection of our accounts receivable.

Currency Convertibility Risk

A significant portion of our expenses, assets, and liabilities are denominated in RMB. In 1994, the PRC government abolished the dual rate system and introduced a single rate of exchange as quoted daily by the People's Bank of China (the PBOC). However, the unification of exchange rates does not imply that the RMB may be readily convertible into U.S. dollars or other foreign currencies. All foreign exchange transactions continue to take place either through the PBOC or other banks authorized to buy and sell foreign currencies at the exchange rates quoted by the PBOC. Approvals of foreign currency payments by the PBOC or other institutions require submitting a payment application form together with suppliers' invoices, shipping documents and signed contracts.

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Additionally, the value of the RMB is subject to changes in central government policies and international economic and political developments affecting supply and demand in the PRC foreign exchange trading system market.

Foreign Currency Exchange Rate Risk

We are exposed to foreign exchange risk arising from various currency exposures. Our reporting currency is the U.S. dollar, but a portion of our operating transactions and assets and liabilities are in other currencies, such as RMB, Euro, and Australian dollar.

RMB is not freely convertible into foreign currencies for capital account transactions. The value of RMB against the U.S. dollar and other currencies is affected by, among other things, changes in China's political and economic conditions and China's foreign exchange prices. Since 2005, the RMB has been permitted to fluctuate within a narrow and managed band against a basket of certain foreign currencies. The RMB compared to the U.S. dollar depreciated approximately 8.2%, appreciated approximately 2.3%, and appreciated approximately 6.3%, and depreciated approximately 1.3% for the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019, 2020, respectively. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the RMB and the U.S. dollar in the future.

To the extent that we need to convert U.S. dollars into RMB for capital expenditures, working capital and other business purposes, appreciation of RMB against the U.S. dollar would have an adverse effect on the RMB amount we would receive from the conversion. Conversely, if we decide to convert RMB into U.S. dollars for the purpose of making payments for dividends on our ordinary shares, strategic acquisitions or investments or other business purposes, appreciation of the U.S. dollar against RMB would have a negative effect on the U.S. dollar amount available to us.

In addition, a significant depreciation of the RMB against the U.S. dollar may significantly reduce the U.S. dollar equivalent of our foreign cash balances and trade receivables. Further, volatility in exchange rate fluctuations may have a significant impact on the foreign currency translation adjustments recorded in other comprehensive income (loss). We have not used derivative financial instruments to hedge exposure to foreign exchange risk.

Effects of Inflation

Inflation generally affects us by increasing our cost of labor and clinical development costs. We do not believe that inflation has had a material effect on our results of operations during the year ended December 31, 2021 December 31, 2022.

Item 8. Financial Statements and Supplementary Data

The financial statements required to be filed pursuant to this item are appended to this Annual Report. An index of those financial statements is in "Part IV—Item 15—Exhibits, Financial Statement Schedules."

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Based on their evaluation, required by paragraph (b) of Rules 13a-15 or 15d-15, promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act are effective, at a reasonable assurance level, as of December 31, 2021 December 31, 2022, to ensure that information required to be disclosed in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in U.S. Securities and Exchange Commission rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, our management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurances of achieving the desired control objectives, and management necessarily was required to apply its judgment in designing and evaluating the controls and procedures.

Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act). Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our assessment and those criteria, management concluded that we maintained effective internal control over financial reporting as of December 31, 2021 December 31, 2022.

The effectiveness of our internal control over financial reporting as of December 31, 2021 December 31, 2022, has been tested by Ernst & Young Hua Ming LLP, our independent registered public accounting firm, as stated in their report which is included in "Item 8—Financial Statements and Other Supplementary Data" in this Annual Report.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the three months ended December 31, 2021 December 31, 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information

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None.On October 31, 2019, our wholly-owned subsidiary, BeiGene Switzerland GmbH (“BeiGene Switzerland”), entered into a collaboration agreement with Amgen Inc. (“Amgen”), which became effective on January 2, 2020 (as amended, the "Collaboration Agreement"). Pursuant to the Collaboration Agreement, we agreed to collaborate on the commercialization of Amgen’s oncology products XGEVA®, BLINCYTO® and KYPROLIS® in China, and the global development and commercialization in China of a portfolio of Amgen's clinical- and late-preclinical-stage pipeline products. In connection with our ongoing assessment of the Collaboration Agreement cost-share contributions, we determined that our further investment in the development of LUMAKRAS® also known as sotorasib (“AMG 510”) was no longer commercially viable for BeiGene. As a result, on February 26, 2023, we entered into an amendment to the Collaboration Agreement to (i) stop sharing costs with Amgen for the further development of AMG 510 during the period starting January 1, 2023 and ending August 31, 2023; and (ii) cooperate in good faith to prepare a transition plan with the anticipated termination of AMG 510 from the Collaboration Agreement. The foregoing description of the terms of the amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the agreement, which the Company intends to file as an exhibit to a subsequent periodic report.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable. On March 30, 2022, the SEC added us to its conclusive list of issuers identified under the HFCAA following the filing of our annual report on Form 10-K with the SEC on February 28, 2022, which annual report was audited by Ernst & Young Hua Ming LLP, a registered public accounting firm in mainland China that the PCAOB previously was unable to inspect or investigate completely, because of a position taken by an authority in the foreign jurisdiction. However, as our global business has expanded, we have evaluated, designed and implemented business processes and control changes and built substantial organizational capabilities outside of China. Therefore, on March 23, 2022, following a review process carried out by our audit committee, Ernst & Young Hua Ming LLP resigned as our independent registered public accounting firm for the audit of our financial statements and internal control over financial reporting to be filed with the SEC. On the same day, our audit committee approved the engagement of Ernst & Young LLP, located in Boston, Massachusetts, United States, as the Company’s independent registered public accounting firm for the audit of our financial statements and internal control over financial reporting for the fiscal year ending December 31, 2022. Given that Ernst & Young LLP (United States) now serves as the principal accountant to audit our consolidated financial statements, we expect to be able to comply with the HFCAA and AHFCAA and certify that we have retained a registered public accounting firm that the PCAOB has determined it is able to inspect or investigate which would preclude a further finding by the SEC that we are a Commission-Identified Issuer.

Furthermore, in August 2022, the PCAOB signed a Statement of Protocol with the CSRC and the Ministry of Finance of the People's Republic of China, taking the first step toward opening access for the PCAOB to inspect and investigate registered public accounting firms headquartered in mainland China and Hong Kong. PCAOB staff members conducted on-site inspections and investigations from September to November 2022, and in December 2022, the PCAOB announced that it has secured complete access to inspect and investigate registered public accounting firms headquartered in mainland China and Hong Kong and confirmed that until such time as the PCAOB issues any new determination, there are no Commission-Identified Issuers at risk of having their securities subject to a trading prohibition under the HFCAA.

To the extent known by the Company, the Company is not aware of and has no reason to believe that: any governmental entity in the foreign jurisdiction in which the Company is incorporated or otherwise organized owns shares of any capital stock of record of the Company; any official of the Chinese government or Hong Kong SAR is a board member or officer of the Company or its operating subsidiaries; or that the Company’s articles of incorporation, as amended, contain any provisions known by the Company to include any charter or charter provisions of the Chinese Communist Party. The Company has determined that no governmental entity in mainland China or Hong Kong, directly or indirectly, possesses the power to direct or cause the direction of the management and policies of the Company or has a controlling financial interest. The Company has made this determination based on the fact that as of the date of this annual report, no such governmental entity has filed a Schedule 13D or 13G, there are no material contracts with such a foreign governmental party, and there is no such foreign government representative on the Company’s Board.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required under this item is incorporated herein by reference to our definitive proxy statement pursuant to Regulation 14A, which proxy statement will be filed with the U.S. Securities and Exchange Commission not later than 120 days after the close of our fiscal year ended December 31, 2021 December 31, 2022.

Item 11. Executive Compensation

The information required under this item is incorporated herein by reference to our definitive proxy statement pursuant to Regulation 14A, which proxy statement will be filed with the U.S. Securities and Exchange Commission not later than 120 days after the close of our fiscal year ended December 31, 2021 December 31, 2022.

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

The information required under this item is incorporated herein by reference to our definitive proxy statement pursuant to Regulation 14A, which proxy statement will be filed with the U.S. Securities and Exchange Commission not later than 120 days after the close of our fiscal year ended December 31, 2021 December 31, 2022.

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

The information required under this item is incorporated herein by reference to our definitive proxy statement pursuant to Regulation 14A, which proxy statement will be filed with the U.S. Securities and Exchange Commission not later than 120 days after the close of our fiscal year ended December 31, 2021 December 31, 2022.

Item 14. Principal Accounting Fees and Services

Our independent public accounting firm is Ernst & Young LLP (PCAOB ID: 0042), located in Boston, Massachusetts, United States. Our independent public accounting firm for the years ended December 31, 2021 and 2020 was Ernst & Young Hua Ming LLP (PCAOB ID: 1408), located in Beijing, People's Republic of China.

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The information required under this item is incorporated herein by reference to our definitive proxy statement pursuant to Regulation 14A, which proxy statement will be filed with the U.S. Securities and Exchange Commission not later than 120 days after the close of our fiscal year ended December 31, 2021 December 31, 2022.

PART IV

Item 15. Exhibits, Financial Statement Schedules

The financial statements listed in the Index to Consolidated Financial Statements beginning on page F-1 are filed as part of this Annual Report.

No financial statement schedules have been filed as part of this Annual Report because they are not applicable, not required or the information required is shown in the financial statements or the notes thereto.

The exhibits filed as part of this Annual Report are set forth on the Exhibit Index immediately following our consolidated financial statements. The Exhibit Index is incorporated herein by reference.

Item 16. Form 10-K Summary

Not applicable.

BEIGENE, LTD.

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Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of BeiGene, Ltd.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets sheet of BeiGene, Ltd. and subsidiaries (the Company) as of December 31, 2021 and 2020, December 31, 2022, the related consolidated statements of operations, comprehensive loss, shareholders' equity and cash flows and shareholders' equity for each of the three years in the period year ended December 31, 2021 December 31, 2022, and the related notes (collectively referred to as the "consolidated "consolidated financial statements" statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2021 and 2020, December 31, 2022, and the results of its operations and its cash flows for each of the three years in the period year ended December 31, 2021 December 31, 2022, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021 December 31, 2022, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 28, 2022 February 27, 2023 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's Company's financial statements based on our audits. audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S.

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federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Accrued Clinical Trial Expenses

Description of the Matter	As of December 31, 2022, the Company recorded $138 million of accrued external research and development expenses. As discussed in Note 2 to the consolidated financial statements, accrued external research and development expenses consist of various costs including clinical and pre-clinical trials, cost to develop product candidates, research services and other research and development related costs. Expenses related to clinical trials are accrued based on estimates of the actual services performed by third parties for the respective period. As the majority of clinical service providers invoice the Company in arrears for services performed, the Company determines estimates based on reviewing open contracts and purchase orders, assessing services that have been performed on its behalf, and estimating the level of service performed and the associated costs incurred for the services. Auditing the Company's accrued external clinical trial expenses is especially challenging as the determination of clinical trial activities requires judgment and estimates resulting from delays in reporting from vendors. While the Company's estimates of accrued clinical trial expenses are primarily based on information received related to each study from its vendors, the Company may need to make an estimate for additional costs incurred. These estimates are based on several factors, including management's knowledge of the clinical trial timelines associated with activities, invoicing to date and the provisions in the contracts. Additionally, due to the long duration of clinical trials and the timing of invoicing received from vendors, the actual amounts incurred are not typically known at the time the financial statements are issued.
How We Addressed the Matter in Our Audit	We evaluated and tested the design and operating effectiveness of internal controls over the Company's process used in determining the valuation and completeness of accrued clinical trial expenses. This included testing controls over management's review of the significant assumptions and other inputs used in the estimation of accrued external clinical trial expenses, including contractual terms, estimated expenses incurred, and total invoicing to date. To test the accrued clinical trial expenses, our audit procedures included, among others, testing the accuracy and completeness of the underlying data used in determining the accrued clinical trial expenses and evaluating the assumptions and estimates used by management. To evaluate the completeness and valuation of the accrual, we corroborated the progress of clinical trials with the Company's research and development personnel that oversee the clinical trials and obtained actual cost information directly from vendors. We also tested subsequent invoices received and evaluated contractual arrangements with vendors, including any pending change orders to assess the impact to the accrual.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2022

Boston, Massachusetts

February 27, 2023

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of BeiGene, Ltd.

Opinion on the Financial Statements

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We have audited the accompanying consolidated balance sheet of BeiGene, Ltd. (the Company) as of December 31, 2021, the related consolidated statements of operations, comprehensive loss, cash flows and shareholders' equity for each of the two years in the period ended December 31, 2021, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2021, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Accrual of research and development expenses

Description of the Matter	During the year ended December 31, 2021, the Company recognized $1,459.2 million in research and development (“R&D”) expenses. The balance of accrued external R&D activities related expenses as of December 31, 2021 amounted to approximately $213.9 million. As described in Note 2 to the consolidated financial statements, R&D expenses include costs related to clinical trials paid to third-party contract research organizations and contract manufacturing organizations (collectively referred as “Outsourced Service Providers”). Auditing the accrual of R&D expenses related to Outsourced Service Providers is complex because the clinical trial activities with the Outsourced Service Providers are typically performed over an extended period with several milestones for the services in each agreement. As a result, R&D expenses are allocated to each financial reporting period based upon the progress of the clinical trial activities. Determining the progress of the clinical trial activities requires significant estimates and judgment. These estimates are based on several factors, including management’s knowledge of the clinical trial activities associated with timelines, invoicing to date and the provisions in the contracts. Changes in these estimates can have a material effect on the amount of R&D expenses recognized during the reporting period.
How We Addressed the Matter in Our Audit	We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls over the accrual of the R&D expenses. For example, we tested controls over management's review of the R&D accrual method and the estimates of the actual services performed by the Outsourced Service Providers. To test the accrual of R&D expenses, our audit procedures included, among others, reading the contracts with Outsourced Service Providers on a sample basis and understanding and testing the estimates on the progress of clinical trial activities developed by management. Testing management’s estimates involved evaluating management’s assumptions used in the calculation related to the clinical trial activities and associated timelines, invoicing to date and the provisions in the contracts. We then evaluated the accrual of R&D expenses by comparing it to the subsequent progress billings issued by the Outsourced Service Providers. We also assessed the accrual methodology used by the Company, including the adequacy of related disclosures in the consolidated financial statements.

Allocation of transaction price in relation to the Novartis Tislelizumab Agreement

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Description of the Matter

As described in Notes 2 and 3 to the Company's consolidated financial statements, the Company entered into a collaboration and license agreement for tislelizumab with Novartis Pharma AG ("the Novartis Tislelizumab Agreement"), which resulted in the recognition of $538.1 million of revenue for the year ended December 31, 2021 and $111.9 million of deferred revenue as of December 31, 2021. The Company evaluated the Novartis Tislelizumab Agreement under ASC 606, Revenue from Contracts with Customers ("ASC 606") and identified two performance obligations within the arrangement: 1) exclusive license for Novartis to develop, manufacture, and commercialize tislelizumab in the Novartis Territory, transfer of know-how and use of the tislelizumab trademark ("PD-1 License obligation"); and 2) conducting and completing ongoing trials of tislelizumab ("R&D services obligation"). The transaction price of $650.0 million was allocated to each performance obligation based on their relative standalone selling prices. The standalone selling price of the PD-1 License obligation is determined using the adjusted market assessment approach based on the probability-weighted present value of forecasted cash flows associated with out-licensing tislelizumab in the Novartis Territory. The standalone selling price of R&D services obligation is determined using an expected cost plus a margin approach based on the present value of estimated tislelizumab clinical trial costs plus a reasonable margin. The transaction price allocated to the PD-1 License obligation was recognized at a point in time when the license was delivered and the transfer of know-how was completed. The transaction price allocated to the R&D services obligation was deferred and recognized over time using a percentage-of-completion method.

Auditing the Company's allocation of the transaction price in relation to the Novartis Tislelizumab Agreement is complex due to the significant estimates and judgments involved in determining the standalone selling prices for each performance obligation identified. The estimates of the standalone selling prices involved management's key assumptions such as revenue growth rate, estimated clinical trial costs, mark-up rate, probability of technical and regulatory success, and discount rates. These significant assumptions are forward looking and could be affected by future economic, regulatory, and market conditions, which in turn led to significant auditor judgment, subjectivity and effort in performing procedures to evaluate audit evidence for these estimates.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls over the allocation of the transaction price in relation to the Novartis Tislelizumab Agreement. For example, we tested controls over management's review of the valuation methodologies and significant assumptions used in determining the estimated standalone selling prices of the identified performance obligations.

To test the allocation of the transaction price in relation to the Novartis Tislelizumab Agreement, our audit procedures included, among others, evaluating the valuation methodologies and the discount rates used by management to determine the standalone selling prices of the identified performance obligations, with the assistance of our internal valuation specialists. We tested the significant assumptions and the completeness and accuracy of the underlying data used by the Company in developing its projected future cashflows, including the revenue growth rate, the estimated clinical trial costs, mark-up rate and the probability of technical and regulatory success. We compared these significant assumptions to industry, business and market data and information available from third-party sources. We evaluated the sensitivity of the mark-up rate, probability of technical and regulatory success, and discount rates by assessing the changes to revenue recognition amounts from changes in these assumptions, both individually and in the aggregate. In addition, we assessed the adequacy of the related disclosures in the consolidated financial statements.

/s/ Ernst & Young Hua Ming LLP

We have served as the Company's auditor since from 2014 to 2022.

Beijing, People's Republic of China

February 28, 2022,

except for the effects on the consolidated financial statements of the correction of an error as described in Notes 2 and 3, as to which the date is

February 27, 2023

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of BeiGene, Ltd.

Opinion on Internal Control Over Financial Reporting

We have audited BeiGene, Ltd.'s internal control over financial reporting as of December 31, 2021 December 31, 2022, based on criteria established in Internal Control - Control —Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, BeiGene, Ltd. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021 December 31, 2022, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets sheet of the Company as of December 31, 2021 and 2020, December 31, 2022, the related consolidated statements statement of operations, comprehensive loss, shareholders' equity and cash flows and shareholders' equity for each of the three years in the period year ended December 31, 2021 December 31, 2022, and the related notes and our report dated February 28, 2022 February 27, 2023 expressed an unqualified opinion thereon.

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Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control Over over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young Hua Ming LLP

Beijing, People's Republic of China Boston, Massachusetts

February 28, 2022 27, 2023

BEIGENE, LTD.

CONSOLIDATED BALANCE SHEETS

(Amounts in thousands of U.S. Dollars ("$"), except for number of shares and per share data)

		Note	As of December 31, 2021	As of December 31, 2020		Note	As of December 31, 2022	As of December 31, 2021
			$	$			$	$
Assets	**Assets**				**Assets**			
Current assets:	Current assets:				Current assets:			
Cash and cash equivalents	Cash and cash equivalents		4,375,678	1,381,950	Cash and cash equivalents		3,869,564	4,375,678
Short-term restricted cash	Short-term restricted cash	4	328	307	Short-term restricted cash	5	196	328
Short-term investments	Short-term investments	5	2,241,962	3,268,725	Short-term investments	6	665,251	2,241,962
Accounts receivable, net	Accounts receivable, net		483,113	60,403	Accounts receivable, net		173,168	483,113
Inventories	Inventories	6	242,626	89,293	Inventories	7	282,346	242,626
Prepaid expenses and other current assets	Prepaid expenses and other current assets	12	270,173	160,012	Prepaid expenses and other current assets	13	216,553	270,173
Total current assets	Total current assets		7,613,880	4,960,690	Total current assets		5,207,078	7,613,880
Long-term restricted cash	Long-term restricted cash	4	6,881	7,748	Long-term restricted cash	5	5,277	6,881
Property, plant and equipment, net	Property, plant and equipment, net	9	587,605	357,686	Property, plant and equipment, net	10	845,946	587,605

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Operating lease right-of-use assets	Operating lease right-of-use assets	8	117,431	90,581	Operating lease right-of-use assets	9	109,960	117,431
Intangible assets, net	Intangible assets, net	10	46,679	5,000	Intangible assets, net	11	40,616	46,679
Deferred tax assets		11	110,424	65,962				
Other non-current assets	Other non-current assets	12	163,049	113,090	Other non-current assets	13	170,413	163,049
Total non-current assets	Total non-current assets		1,032,069	640,067	Total non-current assets		1,172,212	921,645
Total assets	Total assets		8,645,949	5,600,757	Total assets		6,379,290	8,535,525
Liabilities and shareholders' equity	**Liabilities and shareholders' equity**				**Liabilities and shareholders' equity**			
Current liabilities:	Current liabilities:				Current liabilities:			
Accounts payable	Accounts payable		262,400	231,957	Accounts payable		294,781	262,400
Accrued expenses and other payables	Accrued expenses and other payables	12	558,055	346,144	Accrued expenses and other payables	13	467,352	558,055
Deferred revenue, current portion	Deferred revenue, current portion	3	187,414	—	Deferred revenue, current portion	4	213,861	187,414
Tax payable	Tax payable	11	21,395	20,380	Tax payable	12	25,189	21,395
Operating lease liabilities, current portion	Operating lease liabilities, current portion	8	21,925	13,895	Operating lease liabilities, current portion	9	24,041	21,925
Research and development cost share liability, current portion	Research and development cost share liability, current portion	3	120,801	127,808	Research and development cost share liability, current portion	4	114,335	120,801
Short-term debt	Short-term debt	13	427,565	335,015	Short-term debt	14	328,969	427,565
Total current liabilities	Total current liabilities		1,599,555	1,075,199	Total current liabilities		1,468,528	1,599,555
Non-current liabilities:	Non-current liabilities:				Non-current liabilities:			
Long-term debt	Long-term debt	13	202,113	183,637	Long-term debt	14	209,148	202,113
Deferred revenue, non-current portion	Deferred revenue, non-current portion	3	220,289	—	Deferred revenue, non-current portion	4	42,026	220,289
Operating lease liabilities, non-current portion	Operating lease liabilities, non-current portion	8	43,041	29,417	Operating lease liabilities, non-current portion	9	34,517	43,041
Deferred tax liabilities	Deferred tax liabilities	11	14,169	10,792	Deferred tax liabilities	12	15,996	14,169
Research and development cost share liability, non-current portion	Research and development cost share liability, non-current portion	3	269,561	375,040	Research and development cost share liability, non-current portion	4	179,625	269,561
Other long-term liabilities	Other long-term liabilities	12	54,234	57,429	Other long-term liabilities	13	46,095	54,234
Total non-current liabilities	Total non-current liabilities		803,407	656,315	Total non-current liabilities		527,407	803,407
Total liabilities	Total liabilities		2,402,962	1,731,514	Total liabilities		1,995,935	2,402,962
Commitments and contingencies	Commitments and contingencies	21			Commitments and contingencies	22		
Equity:	Equity:				Equity:			

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Ordinary shares, 0.0001 par value per share; 9,500,000,000 shares authorized; 1,334,804,281 and 1,190,821,941 shares issued and outstanding as of December 31, 2021 and 2020, respectively			133	118				
Ordinary shares, 0.0001 par value per share; 9,500,000,000 shares authorized; 1,356,140,180 and 1,334,804,281 shares issued and outstanding as of December 31, 2022 and 2021, respectively					Ordinary shares, 0.0001 par value per share; 9,500,000,000 shares authorized; 1,356,140,180 and 1,334,804,281 shares issued and outstanding as of December 31, 2022 and 2021, respectively		135	133
Additional paid-in capital	Additional paid-in capital		11,191,007	7,414,932	Additional paid-in capital		11,540,979	11,191,007
Accumulated other comprehensive income		17	17,950	6,942				
Accumulated other comprehensive (loss) income					Accumulated other comprehensive (loss) income	18	(77,417)	17,950
Accumulated deficit	Accumulated deficit		(4,966,103)	(3,552,749)	Accumulated deficit		(7,080,342)	(5,076,527)
Total equity	Total equity		6,242,987	3,869,243	Total equity		4,383,355	6,132,563
Total liabilities and equity	Total liabilities and equity		8,645,949	5,600,757	Total liabilities and equity		6,379,290	8,535,525

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

BEIGENE, LTD.

CONSOLIDATED STATEMENTS OF OPERATIONS

(Amounts in thousands of U.S. Dollars ("$"), except for number of shares and per share data)

		Year Ended December 31,				Year Ended December 31,		
	Note	2021	2020	2019	Note	2022	2021	2020
		$	$	$		$	$	$
Revenues								
Product revenue, net	14	633,987	308,874	222,596	15	1,254,612	633,987	308,874
Collaboration revenue	3	542,296	—	205,616	4	161,309	542,296	—
Total revenues		1,176,283	308,874	428,212		1,415,921	1,176,283	308,874
Expenses								
Cost of sales - product		164,906	70,657	71,190		286,475	164,906	70,657
Research and development		1,459,239	1,294,877	927,338		1,640,508	1,459,239	1,294,877
Selling, general and administrative		990,123	600,176	388,249		1,277,852	990,123	600,176
Amortization of intangible assets	10	750	846	1,326	11	751	750	846
Total expenses		2,615,018	1,966,556	1,388,103		3,205,586	2,615,018	1,966,556

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Loss from operations	Loss from operations		(1,438,735)	(1,657,682)	(959,891)	Loss from operations		(1,789,665)	(1,438,735)	(1,657,682)
Interest (expense) income, net			(15,757)	1,998	9,131					
Other income, net		5	15,904	37,490	7,174					
						Interest income (expense), net		52,480	(15,757)	1,998
						Other (expense) income, net	6	(223,852)	15,904	37,490
Loss before income taxes	Loss before income taxes		(1,438,588)	(1,618,194)	(943,586)	Loss before income taxes		(1,961,037)	(1,438,588)	(1,618,194)
Income tax (benefit) expense		11	(25,234)	(17,671)	6,992					
						Income tax expense	12	42,778	19,228	10,397
Net loss	Net loss		(1,413,354)	(1,600,523)	(950,578)	Net loss		(2,003,815)	(1,457,816)	(1,628,591)
Less: net loss attributable to noncontrolling interests	Less: net loss attributable to noncontrolling interests		—	(3,617)	(1,950)	Less: net loss attributable to noncontrolling interests		—	—	(3,617)
Net loss attributable to BeiGene, Ltd.	Net loss attributable to BeiGene, Ltd.		(1,413,354)	(1,596,906)	(948,628)	Net loss attributable to BeiGene, Ltd.		(2,003,815)	(1,457,816)	(1,624,974)
Net loss per share attributable to BeiGene, Ltd., basic and diluted	Net loss per share attributable to BeiGene, Ltd., basic and diluted	15	(1.17)	(1.47)	(1.22)	Net loss per share attributable to BeiGene, Ltd., basic and diluted	16	(1.49)	(1.21)	(1.50)
Weighted-average shares outstanding, basic and diluted	Weighted-average shares outstanding, basic and diluted	15	1,206,210,049	1,085,131,783	780,701,283	Weighted-average shares outstanding, basic and diluted	16	1,340,729,572	1,206,210,049	1,085,131,783
Net loss per American Depositary Share (ADS), basic and diluted	Net loss per American Depositary Share (ADS), basic and diluted		(15.23)	(19.13)	(15.80)	Net loss per American Depositary Share (ADS), basic and diluted		(19.43)	(15.71)	(19.47)
Weighted-average ADSs outstanding, basic and diluted	Weighted-average ADSs outstanding, basic and diluted		92,785,388	83,471,676	60,053,945	Weighted-average ADSs outstanding, basic and diluted		103,133,044	92,785,388	83,471,676

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

BEIGENE, LTD.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS

(Amounts in thousands of U.S. Dollars ("$"), except for number of shares and per share data)

		Year Ended December 31,					Year Ended December 31,		
	Note	2021	2020	2019	Note	2022	2021	2020
		$	$	$		$	$	$
Net loss	Net loss	(1,413,354)	(1,600,523)	(950,578)	Net loss	(2,003,815)	(1,457,816)	(1,628,591)
Other comprehensive income (loss), net of tax of nil:								

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Other comprehensive (loss) income, net of tax of nil:						Other comprehensive (loss) income, net of tax of nil:				
Foreign currency translation adjustments	Foreign currency translation adjustments	17	13,714	23,603	(9,424)	Foreign currency translation adjustments	18	(90,421)	13,714	23,603
Pension liability adjustments	Pension liability adjustments	20	1,865	(8,113)	—	Pension liability adjustments	21	365	1,865	(8,113)
Unrealized holding loss, net	Unrealized holding loss, net	17	(4,571)	(419)	(448)	Unrealized holding loss, net	18	(5,311)	(4,571)	(419)
Comprehensive loss	Comprehensive loss		(1,402,346)	(1,585,452)	(960,450)	Comprehensive loss		(2,099,182)	(1,446,808)	(1,613,520)
Less: comprehensive loss attributable to noncontrolling interests	Less: comprehensive loss attributable to noncontrolling interests		—	(3,489)	(2,295)	Less: comprehensive loss attributable to noncontrolling interests		—	—	(3,489)
Comprehensive loss attributable to BeiGene, Ltd.	Comprehensive loss attributable to BeiGene, Ltd.		(1,402,346)	(1,581,963)	(958,155)	Comprehensive loss attributable to BeiGene, Ltd.		(2,099,182)	(1,446,808)	(1,610,031)

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

BEIGENE, LTD.

CONSOLIDATED STATEMENTS OF CASH FLOWS

Amounts in thousands of U.S. Dollars ("$"), except for number of shares and per share data)

		Year Ended December 31,					Year Ended December 31,		
	Note	2021	2020	2019	Note	2022	2021	2020
		$	$	$		$	$	$
Cash flows from operating activities:	**Cash flows from operating activities:**				**Cash flows from operating activities:**			
Net loss	Net loss	(1,413,354)	(1,600,523)	(950,578)	Net loss	(2,003,815)	(1,457,816)	(1,628,591)
Adjustments to reconcile net loss to net cash used in operating activities:	Adjustments to reconcile net loss to net cash used in operating activities:				Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation and amortization expense	Depreciation and amortization expense	46,457	31,789	18,617	Depreciation and amortization expense	66,278	46,457	31,789
Share-based compensation expense	Share-based compensation expense	240,712	183,481	134,154	Share-based compensation expense	303,162	240,712	183,481
Acquired in-process research and development	Acquired in-process research and development	83,500	109,500	69,000	Acquired in-process research and development	68,665	83,500	109,500
Amortization of research and development cost share liability	Amortization of research and development cost share liability	(112,486)	(113,986)	—	Amortization of research and development cost share liability	(96,402)	(112,486)	(113,986)
Unrealized gains on equity investments		(7,632)	(11,826)	—				
Deferred income tax benefits		(41,085)	(27,807)	(9,232)				

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Unrealized losses (gains) on equity investments						Unrealized losses (gains) on equity investments	6	21,996	(7,632)	(11,826)
Deferred income tax expense						Deferred income tax expense		2,059	3,377	261
Other items, net	Other items, net		23,510	(4,673)	(1,397)	Other items, net		9,047	23,510	(4,673)
Changes in operating assets and liabilities:	Changes in operating assets and liabilities:					Changes in operating assets and liabilities:				
Accounts receivable	Accounts receivable		(423,019)	10,363	(29,822)	Accounts receivable		304,112	(423,019)	10,363
Inventories	Inventories		(153,333)	(58,906)	(12,311)	Inventories		(56,689)	(153,333)	(58,906)
Other assets	Other assets		(107,128)	(56,217)	(20,737)	Other assets		(3,282)	(107,128)	(56,217)
Accounts payable	Accounts payable		20,008	95,835	2,224	Accounts payable		(4,352)	20,008	95,835
Accrued expenses and other payables	Accrued expenses and other payables		140,044	185,012	71,596	Accrued expenses and other payables		45,627	140,044	185,012
Deferred revenue	Deferred revenue		407,703	—	(27,982)	Deferred revenue		(151,816)	407,703	—
Other liabilities	Other liabilities		(2,620)	(25,503)	6,199	Other liabilities		(1,209)	(2,620)	(25,503)
Net cash used in operating activities	Net cash used in operating activities		(1,298,723)	(1,283,461)	(750,269)	Net cash used in operating activities		(1,496,619)	(1,298,723)	(1,283,461)
Cash flows from investing activities:	**Cash flows from investing activities:**					**Cash flows from investing activities:**				
Purchases of property and equipment	Purchases of property and equipment		(262,942)	(117,508)	(89,612)	Purchases of property and equipment		(325,434)	(262,942)	(117,508)
Purchases of short-term investments	Purchases of short-term investments		(2,147,881)	(5,663,727)	(1,169,300)	Purchases of short-term investments		(1,485)	(2,147,881)	(5,663,727)
Proceeds from sale or maturity of short-term investments	Proceeds from sale or maturity of short-term investments		3,146,891	2,751,075	1,882,075	Proceeds from sale or maturity of short-term investments		1,563,618	3,146,891	2,751,075
Purchase of in-process research and development	Purchase of in-process research and development		(8,500)	(109,500)	(69,000)	Purchase of in-process research and development		(143,665)	(8,500)	(109,500)
Purchase of intangible assets	Purchase of intangible assets	10	(43,409)	—	—	Purchase of intangible assets	11	—	(43,409)	—
Purchase of long-term investments	Purchase of long-term investments	5	(43,500)	(26,681)	—	Purchase of long-term investments	6	(15,911)	(43,500)	(26,681)
Other investing activities	Other investing activities		—	(2,025)	—	Other investing activities		—	—	(2,025)
Net cash provided by (used in) investing activities	Net cash provided by (used in) investing activities		640,659	(3,168,366)	554,163	Net cash provided by (used in) investing activities		1,077,123	640,659	(3,168,366)
Cash flows from financing activities:	**Cash flows from financing activities:**					**Cash flows from financing activities:**				
Proceeds from public offering, net of cost	Proceeds from public offering, net of cost	18	3,392,616	—	—	Proceeds from public offering, net of cost	19	—	3,392,616	—
Proceeds from sale of ordinary shares, net of cost	Proceeds from sale of ordinary shares, net of cost	18	50,000	4,232,017	—	Proceeds from sale of ordinary shares, net of cost	19	—	50,000	4,232,017

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Proceeds from research and development cost share liability	Proceeds from research and development cost share liability	3	—	616,834	—	Proceeds from research and development cost share liability	4	—	—	616,834
Payment to acquire joint venture (JV) minority interest	Payment to acquire joint venture (JV) minority interest	7	—	(28,723)	—	Payment to acquire joint venture (JV) minority interest	8	—	—	(28,723)
Proceeds from long-term loan	Proceeds from long-term loan	13	16,838	110,208	67,489	Proceeds from long-term loan	14	37,372	16,838	110,208
Repayment of long-term loan	Repayment of long-term loan	13	—	(132,061)	(32,813)	Repayment of long-term loan	14	—	—	(132,061)
Proceeds from short-term loans	Proceeds from short-term loans	13	406,449	323,697	—	Proceeds from short-term loans	14	313,774	406,449	323,697
Repayment of short-term loans	Repayment of short-term loans	13	(321,754)	(12,247)	—	Repayment of short-term loans	14	(417,081)	(321,754)	(12,247)
Capital contribution from noncontrolling interest			—	—	4,000					
Proceeds from option exercises and employee share purchase plan	Proceeds from option exercises and employee share purchase plan		92,762	93,101	47,004	Proceeds from option exercises and employee share purchase plan		46,964	92,762	93,101
Net cash provided by financing activities			3,636,911	5,202,826	85,680					
Net cash (used in) provided by financing activities						Net cash (used in) provided by financing activities		(18,971)	3,636,911	5,202,826
Effect of foreign exchange rate changes, net	Effect of foreign exchange rate changes, net		14,035	18,231	(9,512)	Effect of foreign exchange rate changes, net		(69,383)	14,035	18,231
Net increase (decrease) in cash, cash equivalents, and restricted cash			2,992,882	769,230	(119,938)					
Net (decrease) increase in cash, cash equivalents, and restricted cash						Net (decrease) increase in cash, cash equivalents, and restricted cash		(507,850)	2,992,882	769,230
Cash, cash equivalents, and restricted cash, beginning of year	Cash, cash equivalents, and restricted cash, beginning of year		1,390,005	620,775	740,713	Cash, cash equivalents, and restricted cash, beginning of year		4,382,887	1,390,005	620,775
Cash, cash equivalents, and restricted cash, end of year	**Cash, cash equivalents, and restricted cash, end of year**		4,382,887	1,390,005	620,775	**Cash, cash equivalents, and restricted cash, end of year**		3,875,037	4,382,887	1,390,005
Supplemental cash flow disclosures:	**Supplemental cash flow disclosures:**					**Supplemental cash flow disclosures:**				
Cash and cash equivalents	Cash and cash equivalents		4,375,678	1,381,950	618,011	Cash and cash equivalents		3,869,564	4,375,678	1,381,950
Short-term restricted cash	Short-term restricted cash		328	307	288	Short-term restricted cash		196	328	307
Long-term restricted cash	Long-term restricted cash		6,881	7,748	2,476	Long-term restricted cash		5,277	6,881	7,748

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Income taxes paid	Income taxes paid	15,695	10,596	8,984	Income taxes paid	29,500	15,695	10,596
Interest paid	Interest paid	29,967	44,130	4,315	Interest paid	25,169	29,967	44,130
Supplemental non-cash activities:	**Supplemental non-cash activities:**				**Supplemental non-cash activities:**			
Acquisitions of equipment included in accounts payable		53,197	42,762	29,086				
Accruals for capital expenditures					Accruals for capital expenditures	95,346	53,197	42,762
Purchase of in-process research and development included in accounts payable	Purchase of in-process research and development included in accounts payable	75,000	—	—	Purchase of in-process research and development included in accounts payable	—	75,000	—

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

BEIGENE, LTD.

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

(Amounts in thousands of U.S. Dollars ("$"), except for number of shares and per share data)

		Attributable to BeiGene, Ltd.									Attributable to BeiGen				
		Ordinary Shares		Additional Paid-In Capital	Accumulated Other Comprehensive Income/(Loss)	Accumulated Deficit	Total	Total	Non-Controlling Interests	Amount		Ordinary Shares		Additional Paid-In Capital	Accumulat Other Comprehen Income/(Lo
		Shares	Amount												
			$	$	$	$		$	$	$			$	$	$
Balance at December 31, 2018		776,263,184	77	2,744,814	1,526	(1,007,215)		1,739,202	14,445	1,753,647					
Contributions from shareholders		—	—	—	—	—		—	4,000	4,000					
Exercise of options, ESPP and release of RSUs		20,571,675	2	47,002	—	—		47,004	—	47,004					
Issuance of shares reserved for share option exercises		4,505,839	—	—	—	—		—	—	—					
Share-based compensation		—	—	134,154	—	—		134,154	—	134,154					
Other comprehensive loss		—	—	—	(9,527)	—		(9,527)	(345)	(9,872)					
Net loss		—	—	—	—	(948,628)		(948,628)	(1,950)	(950,578)					
Balance at December 31, 2019	Balance at December 31, 2019	801,340,698	79	2,925,970	(8,001)	(1,955,843)		962,205	16,150	978,355	Balance at December 31, 2019	801,340,698	79	2,925,970	(8,(
Proceeds from issuance of ordinary shares, net of cost	Proceeds from issuance of ordinary shares, net of cost	145,838,979	14	2,069,596	—	—		2,069,610	—	2,069,610	Proceeds from issuance of ordinary shares, net of cost	145,838,979	14	2,069,596	
Issuance of ordinary shares in connection with collaboration	Issuance of ordinary shares in connection with collaboration	206,635,013	21	2,162,386	—	—		2,162,407	—	2,162,407	Issuance of ordinary shares in connection with collaboration	206,635,013	21	2,162,386	
Exercise of options, ESPP and release of RSUs	Exercise of options, ESPP and release of RSUs	38,020,892	3	93,098	—	—		93,101	—	93,101	Exercise of options, ESPP and release of RSUs	38,020,892	3	93,098	

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Use of shares reserved for share option exercises and RSU releases	Use of shares reserved for share option exercises and RSU releases	(1,013,641)	1	—	—	—	1	—	1	Use of shares reserved for share option exercises and RSU releases	(1,013,641)	1	—	
Share-based compensation	Share-based compensation	—	—	183,481	—	—	183,481	—	183,481	Share-based compensation	—	—	183,481	
Deconsolidation of a subsidiary	Deconsolidation of a subsidiary	—	—	—	—	—	—	(3,545)	(3,545)	Deconsolidation of a subsidiary	—	—	—	
Acquisition of joint venture (JV) minority interest	Acquisition of joint venture (JV) minority interest	—	—	(19,599)	—	—	(19,599)	(9,116)	(28,715)	Acquisition of joint venture (JV) minority interest	—	—	(19,599)	
Other comprehensive income	Other comprehensive income	—	—	—	14,943	—	14,943	128	15,071	Other comprehensive income	—	—	—	14,9
Net loss	Net loss	—	—	—	—	(1,596,906)	(1,596,906)	(3,617)	(1,600,523)	Net loss	—	—	—	
Balance at December 31, 2020	Balance at December 31, 2020	1,190,821,941	118	7,414,932	6,942	(3,552,749)	3,869,243	—	3,869,243	Balance at December 31, 2020	1,190,821,941	118	7,414,932	6,9
Issuance of ordinary shares in connection with STAR Offering	Issuance of ordinary shares in connection with STAR Offering	115,055,260	12	3,392,604	—	—	3,392,616	—	3,392,616	Issuance of ordinary shares in connection with STAR Offering	115,055,260	12	3,392,604	
Proceeds from issuance of ordinary shares, net of cost	Proceeds from issuance of ordinary shares, net of cost	2,151,877	—	50,000	—	—	50,000	—	50,000	Proceeds from issuance of ordinary shares, net of cost	2,151,877	—	50,000	
Exercise of options, ESPP and release of RSUs	Exercise of options, ESPP and release of RSUs	28,778,893	3	92,759	—	—	92,762	—	92,762	Exercise of options, ESPP and release of RSUs	28,778,893	3	92,759	
Use of shares reserved for share option exercises	Use of shares reserved for share option exercises	(2,003,690)	—	—	—	—	—	—	—	Use of shares reserved for share option exercises	(2,003,690)	—	—	
Share-based compensation	Share-based compensation	—	—	240,712	—	—	240,712	—	240,712	Share-based compensation	—	—	240,712	
Other comprehensive income	Other comprehensive income	—	—	—	11,008	—	11,008		11,008	Other comprehensive income	—	—	—	11,0
Net loss	Net loss	—	—	—	—	(1,413,354)	(1,413,354)	—	(1,413,354)	Net loss	—	—	—	
Balance at December 31, 2021	Balance at December 31, 2021	1,334,804,281	133	11,191,007	17,950	(4,966,103)	6,242,987	—	6,242,987	Balance at December 31, 2021	1,334,804,281	133	11,191,007	17,9
Cost from issuance of ordinary shares										Cost from issuance of ordinary shares	—	—	(152)	
Use of shares reserved for share option exercises										Use of shares reserved for share option exercises	1,375,621	—	—	
Exercise of options, ESPP and release of										Exercise of options, ESPP and release of	19,960,278	2	46,962	

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RSUs	RSUs				
Share-based compensation	Share-based compensation	—	—	303,162	
Other comprehensive loss	Other comprehensive loss	—	—	—	(95,3
Net loss	Net loss	—	—	—	
Balance at December 31, 2022	Balance at December 31, 2022	1,356,140,180	135	11,540,979	(77,4

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

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1. Organization

BeiGene, Ltd. (the "Company", "BeiGene", "it", "its") is a global commercial-stage biotechnology company focused on discovering, that is developing manufacturing, and commercializing innovative affordable oncology medicines to improve treatment outcomes and expand access for patients worldwide.

The Company currently has three approved medicines that were discovered and developed in its own labs, including BRUKINSA®, a small molecule inhibitor of Bruton's Tyrosine Kinase (BTK) for the treatment of various blood cancers, cancers; tislelizumab, an anti-PD-1 antibody immunotherapy for the treatment of various solid tumor and blood cancers, cancers; and pamiparib, a selective small molecule inhibitor of PARP1 and PARP2. The Company has obtained approvals to market BRUKINSA® in the United States, the People's Republic of China (China or the PRC), the European Union (EU), the United Kingdom (U.K. ("UK"), Canada, Australia and additional international markets, and tislelizumab and pamiparib in China. By leveraging its China commercial capabilities, the Company has in-licensed the rights to distribute 13 approved medicines for the China market. Supported by its global clinical development and commercial capabilities, the Company has entered into collaborations with world-leading biopharmaceutical companies such as Amgen Inc. ("Amgen") and Novartis Pharma AG (Novartis) ("Novartis") to develop and commercialize innovative medicines.

The Company is committed to advancing best and first-in-class clinical candidates internally or with like-minded partners to develop impactful and affordable medicines for patients across the globe. Its internal clinical development capabilities are deep, including a more than 2,200-person 2,700-person global clinical development and medical affairs team that is running more than 90 close to 80 ongoing or planned clinical trials in over 30 50 medicines and drug candidates. This includes more than 30 pivotal or potentially registration-enabling trials across its portfolio, including its three internally discovered, approved medicines. The Company has enrolled in its clinical trials more than 14,500 18,000 subjects, of which approximately one-half have been outside of China.

The Company has built, and is expanding, its internal manufacturing capabilities, through its state-of-the-art biologic and small molecule manufacturing facilities in China to support current and potential future demand of its medicines, and plans to build is building a commercial-stage biologics manufacturing and clinical R&D center in New Jersey. The Company also works with high quality contract manufacturing organizations (CMOs) ("CMOs") to manufacture its internally developed clinical and commercial products.

Since its inception in 2010, the Company has become a fully integrated global organization of over 8,000 9,000 employees in 23 29 countries and regions, including the United States, China, Europe and Australia.

2. Summary of Significant Accounting Policies

Basis of Presentation and Principles of Consolidation

The consolidated financial statements of the Company have been prepared in accordance with U.S. generally accepted accounting principles (GAAP). The consolidated financial statements include the financial statements of the Company and its subsidiaries. All significant intercompany transactions and balances between the Company and its wholly-owned subsidiaries are eliminated upon consolidation.

Noncontrolling interests are recognized to reflect the portion of the equity of subsidiaries which are not attributable, directly or indirectly, to the controlling shareholders. Prior to 2020, the Company consolidated its interests in its joint ventures, BeiGene Biologics Co., Ltd. (BeiGene Biologics) and MapKure, LLC (MapKure), under the voting model and recognized the minority shareholders' equity interest as a noncontrolling interest in its consolidated financial statements. In June 2020, the Company deconsolidated MapKure and recorded an equity method investment for its remaining ownership interest in the joint venture (see Note 5) 6). In November 2020, the Company acquired the remaining equity interest in BeiGene Biologics. Subsequent to the share purchase, BeiGene Biologics is a wholly owned subsidiary of the Company (see Note 7) 8).

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates 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, estimating the useful lives of long-lived assets, estimating variable consideration in product sales and collaboration revenue arrangements, identifying separate accounting units and the

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variable consideration in product sales and collaboration revenue arrangements, identifying separate accounting units and the standalone selling price of each performance obligation in the Company's revenue arrangements, assessing the impairment of long-lived assets, valuation and recognition of share-based compensation expenses, realizability of deferred tax assets, estimating uncertain tax positions, valuation of inventory, estimating the allowance for credit losses, determining defined benefit pension plan obligations, measurement of right-of-use assets and lease liabilities and the fair value of financial instruments. Management bases the estimates on historical experience, known trends and various other assumptions that are believed to be reasonable, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results could differ from these estimates.

Functional Currency and Foreign Currency Translation

Functional currency

The Company uses the United States dollar ("$" or U.S. dollar) as its reporting currency. Operations in subsidiaries are recorded in the functional currency of the respective subsidiary. The determination of functional currency is based on the criteria of Accounting Standard Codification (ASC) 830, *Foreign Currency Matters*.

Foreign currency translation

For subsidiaries whose functional currencies are not the U.S. dollar, the Company uses the average exchange rate for the year and the exchange rate at the balance sheet date, to translate the operating results and financial position to U.S. dollar, the reporting currency, respectively. Translation differences are recorded in accumulated other comprehensive loss, a component of shareholders' equity. Transactions denominated in currencies other than the functional currency are translated into the functional currency at the exchange rates prevailing on the transaction dates. Foreign currency denominated financial assets and liabilities are remeasured at the exchange rates prevailing at the balance sheet date. Exchange Remeasurement exchange gains and losses are included in the consolidated statements of comprehensive loss. operations.

Cash, Cash Equivalents and Restricted Cash

Cash and cash equivalents

Cash and cash equivalents consist of cash on hand and bank deposits, which are unrestricted as to withdrawal and use. The Company considers all highly liquid investments with an original maturity date of three months or less at the date of purchase to be cash equivalents. Cash equivalents which consist primarily of money market funds are stated at fair value.

Restricted cash

Restricted cash primarily consists of RMB-denominated cash deposits pledged in designated bank accounts as collateral for bank loans and letters of credit. The Company classifies restricted cash as current or non-current based on the term of the restriction.

In addition to the restricted cash balances above, the Company is required by the PRC securities law to use the proceeds from the STAR offering in strict compliance with the planned uses as disclosed in the PRC prospectus as well as those disclosed in the Company's proceeds management policy approved by the board of directors.

Accounts Receivable and Allowance for Credit Losses

Trade accounts receivable are recorded at their invoiced amounts, net of trade discounts and allowances as well as an allowance for credit losses. The allowance for credit losses reflects the Company's current estimate of credit losses expected to be incurred over the life of the receivables. The Company considers various factors in establishing, monitoring, and adjusting its allowance for credit losses including the aging of receivables and aging trends, customer creditworthiness and specific exposures related to particular customers. The Company also monitors other risk factors and forward-looking information, such as country specific risks and economic factors that may affect a customer's ability to pay in establishing and adjusting its allowance for credit losses. Accounts receivable are written off after all collection efforts have ceased.

Inventory

Prior to the regulatory approval of product candidates, the Company may incur expenses for the manufacture of drug product to support the commercial launch of those products. Until the date at which regulatory approval has been received or is otherwise considered probable, all such costs are recorded as research and development expenses as incurred.

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Inventories are stated at the lower of cost and net realizable value, with cost determined in a manner that approximates the first-in, first-out method. The Company periodically analyzes its inventory levels, and writes down inventory that has become obsolete, inventory that has a cost basis in excess of its estimated realizable value and inventory in excess of expected sales requirements as cost of product sales. The determination of whether inventory costs will be realizable requires estimates by management. If actual market conditions are less favorable than projected by management, additional write-downs of inventory may be required, which would be recorded in the consolidated statements of operations.

Investments

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The Company's investments consist of available-for-sale debt securities, convertible note instruments, public equity securities with readily determinable fair values, private equity securities without readily determinable fair values, and equity-method investments. The classification of an investment is determined based on the nature of the investment, the Company's ability and intent to hold the investment, and the degree to which the Company may exercise influence over the investee.

- Available-for-sale debt securities are stated at fair value, with the unrealized gains and losses, net of tax, reported in other comprehensive loss. The net carrying value of debt securities classified as available-for-sale is adjusted for amortization of premiums and accretion of discounts to maturity. Such amortization is computed using the effective interest method and included in interest income. Interest and dividends are included in interest income. Available-for-sale debt securities with original maturities greater than three months at the date of purchase and less than one year from the date of the balance sheet are classified as short-term. Available-for-sale debt securities with maturities beyond one year may be classified as short-term marketable securities due to their highly liquid nature and because they represent the Company's investments that are available for current operations.

- Convertible note instruments are recorded using the fair value option method of accounting. Accordingly, convertible note instruments are remeasured at fair value on a recurring basis, with any changes in the fair value option recorded in other (expense) income, net.

- Public equity securities with readily determinable fair values are recorded at fair value. Subsequent changes in fair value are recorded in other (expense) income, net. Derivative financial instruments to purchase public equity securities are recorded at fair value. The estimated fair value of derivative financial instruments is determined based on the Black-Scholes valuation model. Changes in fair value of derivative instruments are recorded in other (expense) income, net.

- Private equity securities without readily determinable fair values and where the Company does not have significant influence are measured at cost minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. Adjustments to private equity securities are recorded in other (expense) income, net.

- Equity investments in common stock or in-substance common stock where the Company has significant influence over the financial and operating policies of the investee are accounted for as equity-method investments. Equity-method investments are initially recorded at cost and subsequently adjusted based on the Company's percentage ownership in the investee's income and expenses, as well as dividends, if any. The Company records its share of the investee's results of operations in other (expense) income, net. The Company records impairment losses on our equity method investments if it deems the impairment to be other-than-temporary. The Company deems an impairment to be other-than-temporary based on various factors, including but not limited to, the length of time the fair value is below the carrying value and ability to retain the investment to allow for a recovery in fair value.

Realized gains or losses on sales of investments are determined based on the specific identification method.

The Company regularly evaluates its investments in debt and equity for impairment. The Company recognizes an allowance on available-for-sale debt securities when a portion of the unrealized loss is attributable to a credit loss and a corresponding credit loss in net income. No impairment losses or allowance for credit losses on investments were recorded for any periods presented.

Property, Plant and Equipment

Property, plant and equipment are stated at cost, less accumulated depreciation and amortization. Property, plant and equipment, other than land and construction in progress, are depreciated using the straight-line method over the estimated useful lives of the respective assets as follows:

	Useful Lives
Building	20 years
Manufacturing equipment	3 to 10 years
Laboratory Equipment	3 to 5 years
Software, Electronic and Office Equipment	3 to 5 years
Leasehold Improvements	Lesser of useful life or lease term

Leases

Effective January 1, 2019, the The Company adopted applies ASC, Topic 842, *Leases* (ASC 842) using the effective date method. to account for its leases. The Company determines if an arrangement is a lease at inception. The Company has lease agreements with lease and non-lease components, which are accounted for as a single lease component based on the Company's policy election to combine lease and non-lease components for its leases. Leases are classified as operating or finance leases in accordance with the recognition criteria in ASC 842-20-25. The Company's lease portfolio consists entirely of operating leases as of December 31, 2021 December 31, 2022. The Company's leases do not contain any material residual value guarantees or material restrictive covenants.

At the commencement date of a lease, the Company determines the classification of the lease based on the relevant factors present and records a right-of-use (ROU) asset and lease liability. ROU assets represent the right to use an underlying asset for the lease term and lease liabilities represent the obligation to make lease payments arising from the lease. ROU assets and lease liabilities are calculated as the present value of the lease payments not yet paid. Variable lease payments not dependent on an index or rate are excluded from the ROU asset and lease liability calculations and are recognized in expense in the period which the obligation for those payments is incurred. As the rate implicit in

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the Company's leases is not typically readily available, the Company uses an incremental borrowing rate based on the information available at the lease commencement date in determining the present value of lease payments. This incremental borrowing rate reflects the fixed rate at which the Company could borrow on a collateralized basis the amount of the lease payments in the same currency, for a similar term, in a similar economic environment. ROU assets include any lease prepayments and are reduced by lease incentives. Operating lease expense for lease payments is recognized on a straight-line basis over the lease term. Lease terms are based on the non-cancelable term of the lease and may contain options to extend the lease when it is reasonably certain that the Company will exercise that option.

Operating leases are included in operating lease right-of-use assets and operating lease liabilities on the consolidated balance sheet. Lease liabilities that become due within one year of the balance sheet date are classified as current liabilities.

Leases with an initial lease term of 12 months or less are not recorded on the consolidated balance sheet. Lease expense for these leases is recognized on a straight-line basis over the lease term.

Land Use Right, Net

All land in the PRC is owned by the PRC government. The PRC government may sell land use rights for a specified period of time. Land use rights represent operating leases in accordance with ASC 842. The purchase price of land use rights represents lease prepayments to the PRC government and is recorded as an operating lease ROU asset on the balance sheet. The ROU asset is amortized over the remaining lease term.

In 2017, the Company acquired a land use right from the local Bureau of Land and Resources in Guangzhou for the purpose of constructing and operating the Company's biologics manufacturing facility in Guangzhou. In 2019, the Company acquired a second Guangzhou land use right from the local Bureau of Land and Resources. In 2021, the Company acquired two land use rights from the local Bureau of Land and Resources to expand its biologics manufacturing facility in Guangzhou. Guangzhou land use rights are being amortized over the respective terms of the land use rights, which are each 50 years.

In 2018, the Company acquired a land use right in conjunction with the acquisition of Beijing Innerway Bio-tech Co., Ltd. The land use right is being amortized over the term of the land use right, which is 36 years.

In 2020, the Company acquired a land use right from the local Bureau of Land and Resources in Suzhou to construct its research, development and manufacturing facility in Suzhou. In 2022, the Company acquired a second Suzhou land use right from the local Bureau of Land and Resources. The land use right is rights are being amortized over the term respective terms of the land use right, rights, which is are each 30 years.

Goodwill and Other Intangible Assets

Goodwill is an asset representing the future economic benefits arising from other assets acquired in a business combination that are not individually identified and separately recognized. The Company allocates the cost of an acquired entity to the assets acquired and liabilities assumed based on their estimated fair values at the date of acquisition. The excess of the purchase price for acquisitions over the fair value of the net assets acquired, including other intangible assets, is recorded as goodwill. Goodwill is not amortized, but is tested for impairment at least annually or more frequently if events or changes in circumstances would indicate a potential impairment.

The Company has elected to first assess qualitative factors to determine whether it is more likely than not that the fair value of the Company's reporting unit is less than its carrying amount, including goodwill. The qualitative assessment includes the Company's evaluation of relevant events and circumstances affecting the Company's single reporting unit, including macroeconomic, industry, and market conditions, the Company's overall financial performance, and trends in the market price of the Company's ADSs. If qualitative factors indicate that it is more likely than not that the Company's reporting unit's fair value is less than its carrying amount, then the Company will perform the quantitative impairment test by comparing the reporting unit's carrying amount, including goodwill, to its fair value. If the carrying amount of the reporting unit exceeds its fair value, an impairment loss will be recognized in an amount equal to that excess. For the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019 2020 the Company determined that there were no indicators of impairment of goodwill.

Intangible assets acquired through business combinations are recognized as assets separate from goodwill and are measured at fair value upon acquisition. Intangible assets acquired in transactions that are not business combinations are recorded at the allocated portion of total consideration transferred based on their relative fair value in relation to net assets acquired. Intangible assets associated with milestone payments made to third parties subsequent to regulatory approval are recorded at cost. Identifiable intangible assets consist of distribution rights for approved cancer therapies licensed from BMS that are amortized on a straight-line basis over the estimated useful lives of the assets, which is 10 years; post-approval milestone payments under license and commercialization agreements, that are amortized over the remainder of the product patent or the term of the commercialization agreements; and trading licenses that are amortized over the initial license term.

Intangible assets with finite useful lives are tested for impairment when events or circumstances occur that could indicate that the carrying amount of an asset may not be recoverable. When these events occur, the Company evaluates the recoverability of the intangible assets by comparing the carrying amount of the assets to the future undiscounted cash flows expected to result from the use of the assets and their eventual disposition. If the sum of the expected undiscounted cash flows is less than the carrying amount of the assets, the Company recognizes an impairment loss based on the excess of the carrying amount of the assets over their fair value. Fair value is generally determined by discounting the cash flows expected to be generated by the assets, when the market prices are not readily available. For the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019, 2020, the Company determined that there were no indicators of impairment of its other intangible assets.

Impairment of Long-Lived Assets

Long-lived assets are reviewed for impairment in accordance with authoritative guidance for impairment or disposal of long-lived assets. Long-lived assets are reviewed for events or changes in circumstances, which indicate that their carrying value may not be recoverable. Long-lived assets are reported at the lower of carrying amount or fair value less cost to sell. For the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019, 2020, there was no impairment of the value of the Company's long-lived assets.

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Fair Value Measurements

Fair value of financial instruments

The Company applies ASC topic 820 (ASC 820), *Fair Value Measurements and Disclosures,* in measuring fair value. ASC 820 defines fair value, establishes a framework for measuring fair value and requires disclosures to be provided on fair value measurement. ASC 820 establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value as follows:

Level 1 — Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 — Include other inputs that are directly or indirectly observable in the marketplace.

Level 3 — Unobservable inputs which are supported by little or no market activity.

ASC 820 describes three main approaches to measuring the fair value of assets and liabilities: (1) market approach; (2) income approach; and (3) cost approach. The market approach uses prices and other relevant information generated from market transactions involving identical or comparable assets or liabilities. The income approach uses valuation techniques to convert future amounts to a single present value amount. The measurement is based on the value indicated by current market expectations about those future amounts. The cost approach is based on the amount that would currently be required to replace an asset.

Financial instruments measured at fair value on a recurring basis

The following tables set forth assets measured at fair value on a recurring basis as of December 31, 2021 December 31, 2022 and 2020: 2021:

As of December 31, 2021		Quoted Price in Active Market for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
		$	$	$
Cash equivalents				
Cash equivalents:				
Money market funds				
Short-term investments (Note 6):				
U.S. treasury securities	U.S. treasury securities	107,855	—	—
Money market funds		315,564	—	—
Short-term investments (Note 5):				
U.S. treasury securities		2,241,962	—	—
Other non-current assets (Note 5):				
Other non-current assets (Note 6):				
Equity securities with readily determinable fair values	Equity securities with readily determinable fair values	23,809	10,306	—

As of December 31, 2022		Quoted Price in Active Market for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
		$	$	$
Cash equivalents:				
Money market funds		758,114	—	—
Short-term investments (Note 6):				
U.S. treasury securities		665,251	—	—
Other non-current assets (Note 6):				
Equity securities with readily determinable fair values		3,307	706	—

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Convertible debt instrument					Convertible debt instrument	—	—	3,000
Prepaid expenses and other current assets (Note 6):					Prepaid expenses and other current assets (Note 6):			
Convertible debt instrument					Convertible debt instrument	—	—	5,190
Total	Total	2,689,190	10,306	—	Total	1,426,672	706	8,190

As of December 31, 2020		Quoted Price in Active Market for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)				
As of December 31, 2021					As of December 31, 2021	Quoted Price in Active Market for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
		$	$	$		$	$	$
Cash equivalents	Cash equivalents				Cash equivalents			
U.S. treasury securities	U.S. treasury securities	286,072	—	—	U.S. treasury securities	107,855	—	—
Money market funds	Money market funds	80,838	—	—	Money market funds	315,564	—	—
Short-term investments (Note 5):								
Short-term investments (Note 6):					Short-term investments (Note 6):			
U.S. treasury securities	U.S. treasury securities	3,268,725	—	—	U.S. treasury securities	2,241,962	—	—
Other non-current assets (Note 5):								
Equity securities		10,810	6,669	—				
Other non-current assets (Note 6):					Other non-current assets (Note 6):			
Equity securities with readily determinable fair values					Equity securities with readily determinable fair values	23,809	10,306	—
Total	Total	3,646,445	6,669	—	Total	2,689,190	10,306	—

The Company's cash equivalents are highly liquid investments with original maturities of 3 months or less. Short-term investments represent the Company's investments in available-for-sale debt securities. The Company determines the fair value of cash equivalents and available-for-sale debt securities using a market approach based on quoted prices in active markets.

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The Company's equity securities carried at fair value consist of holdings in common stock and warrants to purchase additional shares of common stock of Leap Therapeutics, Inc. (Leap), which were acquired in connection with a collaboration and license agreement entered into in January 2020 and in Leap's underwritten public offering in September 2021. The common stock investment in Leap, a publicly-traded biotechnology company, is measured and carried at fair value and classified as Level 1. The warrants to purchase additional shares of common stock in Leap are classified as a Level 2 investment and are measured using the Black-Scholes option-pricing valuation model, which utilizes a constant maturity risk-free rate and reflects the term of the warrants, dividend yield and stock price volatility, that is based on the historical volatility of similar companies. Refer to Note 5, 6, *Investments* for details of the determination of the carrying amount of private equity investments without readily determinable fair values and equity method investments.

The Company holds convertible notes issued by two private biotech companies. The Company has elected the fair value option method of accounting for the convertible notes. Accordingly, the convertible notes are remeasured at fair value on a recurring basis using Level 3 inputs.

As of December 31, 2021 December 31, 2022 and 2020, 2021, the fair values of cash and cash equivalents, restricted cash, accounts receivable, accounts payable, and short-term debt approximated their carrying values due to their short-term nature. Long-term debt approximates its fair value due to the fact that the related interest rates approximate the rates currently offered by financial institutions for similar debt instrument of comparable maturities.

Revenue Recognition

Effective January 1, 2018, the The Company adopted applies ASC, Topic 606, *Revenue from Contracts with Customers* (ASC 606) using the modified retrospective method. to account for its revenue transactions.

Under ASC 606, an entity recognizes revenue when its customer obtains control of promised goods or services, in an amount that reflects the consideration that the entity expects to receive in exchange for those goods or services. To determine revenue recognition for arrangements that an entity determines are within the scope of ASC 606, the entity performs the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price, including variable consideration, if any; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognize revenue when (or as) the entity satisfies a performance obligation. The Company only applies the five-step model to contracts when it is probable that the entity will collect the consideration to which it is entitled in exchange for the goods or services it transfers to the customer.

Once a contract is determined to be within the scope of ASC 606 at contract inception, the Company reviews the contract to determine which performance obligations it must deliver and which of these performance obligations are distinct. The

Company recognizes as revenue the amount of the transaction price that is allocated to each performance obligation when that performance obligation is satisfied or as it is satisfied.

Product Revenue

The Company generates product revenues in China through the sale of its internally developed drugs tislelizumab, BRUKINSA® and pamiparib, and the sale of in-licensed products through its agreements with Amgen, BMS, Bio-Thera and EUSA Pharma. Under the commercial profit share arrangement with Amgen, the Company is the principal for in-licensed product sales to customers in China during the commercialization period and recognizes 100% of net product revenue on these sales. Amounts due to Amgen for its portion of net product sales are recorded as cost of sales. In the United States, the Company generates product revenues from the sale of BRUKINSA®. BRUKINSA.

In China, the Company sells its internally developed products to multiple distributors, who in turn sell the product to hospitals or pharmacies within their authorized territories to be sold ultimately to patients. In-licensed products are sold to a first tier distributor who subsequently resells the products to second tier distributors who ultimately sell the products to health care providers and patients. In the United States, the Company distributes BRUKINSA® through specialty pharmacies and specialty distributors. The specialty pharmacies and specialty distributors subsequently resell the product to health care providers and patients.

The Company is the principal under the product sales as the Company controls the products with the ability to direct the use of, and obtain substantially all the remaining benefits from the products before they are sold to the customer. For product sales transactions, the Company has a single performance obligation which is to sell the products to its customer. The Company includes variable consideration in the transaction price to the extent it is probable that a significant reversal will not occur and estimates variable consideration from rebates, chargebacks, trade discounts and allowances, sales returns allowances and other incentives using the expected value method. Revenues for product sales are recognized at a point in time when the single performance obligation is satisfied upon delivery to the customer. The Company's payment terms are approximately 45-90 days. Actual amounts of consideration ultimately received may differ from the Company’s estimates. The Company will reassess estimates for variable consideration periodically. If actual results in the future vary from the Company’s estimates, the Company will adjust these estimates, which would affect net product revenue and earnings in the period such variances become known.

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Estimates for variable consideration for which reserves are established at the time of sale include government and commercial rebates, provisions for acceptance of National Reimbursement Drug List pricing in the PRC, chargebacks, trade discounts and allowances, sales returns allowances and other incentives that are offered within contracts between the Company and its customers, health care providers and other indirect customers. Where appropriate, these estimates take into consideration a range of possible outcomes that are probability-weighted for relevant factors such as our historical experience, current contractual and statutory requirements, channel inventory levels, specific known market events and trends, industry data and forecasted customer buying and payment patterns.

The Company bases its sales returns allowance on estimated distributor inventories, customer demand as reported by third-party sources, and actual returns history, as well as other factors, as appropriate. For newly launched products where actual returns history is not yet available, the sales returns allowance is initially calculated based on benchmarking data from similar products and industry experience. If the historical or benchmarking data the Company uses to calculate these estimates do not properly reflect future returns, then a change in the allowance would be made in the period in which such a determination is made and revenues in that period could be materially affected. Any changes from the historical trend rates are considered in determining the current sales return allowance. To date, sales returns have not been significant.

Collaboration Revenue

At contract inception, the Company analyzes its collaboration arrangements to assess whether they are within the scope of ASC 808, *Collaborative Arrangements* (ASC 808) to determine whether such arrangements involve joint operating activities performed by parties that are both active participants in the activities and exposed to significant risks and rewards dependent on the commercial success of such activities. For collaboration arrangements within the scope of ASC 808 that contain multiple elements, the Company first determines which elements of the collaboration are deemed to be within the scope of ASC 808 and those that are more reflective of a vendor-customer relationship and therefore within the scope of ASC 606. For elements of collaboration arrangements that are accounted for pursuant to ASC 808, an appropriate recognition method is determined and applied consistently.

collaboration arrangements that are accounted for pursuant to ASC 808, an appropriate recognition method is determined and applied consistently.

In determining the appropriate amount of revenue to be recognized as it fulfills its obligations under each of its agreements, the Company performs the five-step model under ASC 606 noted above.

The Company's collaborative arrangements may contain more than one unit of account, or performance obligation, including grants of licenses to intellectual property rights, agreement to provide research and development services and other deliverables. The collaborative arrangements do not include a right of return for any deliverable. As part of the accounting for these arrangements, the Company must develop assumptions that require judgment to determine the stand-alone selling price for each performance obligation identified in the contract. In developing the stand-alone selling price for a performance obligation, the Company considers competitor pricing for a similar or identical product, market awareness of and perception of the product, expected product life and current market trends. In general, the consideration allocated to each performance obligation is recognized when the respective obligation is satisfied either by delivering a good or providing a service, limited to the consideration that is not constrained. Non-refundable payments received before all of the relevant criteria for revenue recognition are satisfied are recorded as advances from customers.

Licenses of Intellectual Property: Upfront non-refundable payments for licensing the Company's intellectual property are evaluated to determine if the license is distinct from the other performance obligations identified in the arrangement. For licenses determined to be distinct, the Company recognizes revenues from non-refundable up-front fees allocated to the license at a point in time, when the license is transferred to the licensee and the licensee is able to use and benefit from the license.

Options to License Intellectual Property: Upfront non-refundable payments for options to license the Company's intellectual property are evaluated to determine if the option represents a material right and is distinct from the other performance obligations identified in the arrangement. For options determined to be a material right and distinct, the Company defers the non-refundable up-front fees allocated to the option and recognizes revenues at a point in time, at the earlier of when the option is exercised or the option period expires.

Right to Access Intellectual Property during the Option Period: The portion of a transaction price allocated to the other parties right to access the Company's intellectual property to generate their own data during an option period is deferred and recognized as collaboration revenue over the option period on a straight-line basis as the right to use the intellectual property is provided and the data generated.

Research and Development Services: The portion of a transaction price allocated to research and development services performance obligations is deferred and recognized as collaboration revenue over time as delivery or performance of such services occurs.

Milestone Payments: At the inception of each arrangement that includes development milestone payments, the Company evaluates whether the milestones are considered probable of being reached and estimates the amount to be included in the transaction price using the most likely amount method. If it is probable that a significant revenue reversal would not occur, the associated milestone value is included in the transaction price. Milestones related to the Company's development-based activities may include initiation of various phases of clinical trials. Due to the uncertainty involved in meeting these development-based targets, they are generally fully constrained at contract inception. The Company will assess whether the variable consideration is fully constrained each reporting period based on the facts and circumstances surrounding the clinical trials. Upon changes to constraint associated with the developmental milestones, variable consideration will be included in the transaction price when a significant reversal of revenue recognized is not expected to occur and allocated to the separate performance obligations. Regulatory milestones are fully constrained until the period in which those regulatory approvals are achieved due to the inherent uncertainty with the approval process. Regulatory milestones are included in the transaction price in the period regulatory approval is obtained.

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Royalties: For arrangements that include sales-based royalties, including milestone payments based on the level of sales, and the license is deemed to be the predominant item to which the royalties relate, the Company recognizes revenue at the later of (i) when the related sales occur, or (ii) when the performance obligation to which some or all of the royalty has been allocated has been satisfied (or partially satisfied).

Research and Development Expenses

Research and development expenses consist of the costs associated with our research and development activities, conducting preclinical studies and clinical trials, and activities related to regulatory filings, which primarily include (i) payroll and related costs (including share-based compensation) associated with research and development personnel, (ii) costs related to clinical trials and preclinical testing of the Company's technologies under development, (iii) costs to develop the product candidates, including raw materials and supplies, product testing, depreciation, and facility related expenses, (iv) expenses for research services provided by universities and contract laboratories, including sponsored research funding, and (v) other research and development expenses. Research and development expenses are charged to expense as incurred when these expenditures relate to the Company's research and development services and have no alternative future uses.

Clinical trial costs are a significant component of the Company's research and development expenses. The Company has a history of contracting with third parties that perform various clinical trial activities on behalf of the Company in the ongoing development of the Company's product candidates. Expenses related to clinical trials are accrued based on the Company's estimates of the actual services performed by the third parties for the respective period. If the contracted amounts are modified (for instance, as a result of changes in the clinical trial protocol or scope of work to be performed), the Company will modify the related accruals accordingly on a prospective basis. Revisions in the scope of a contract are charged to expense in the period in which the facts that give rise to the revision become reasonably certain.

The process of estimating the Company's research and development expenses involves reviewing open contracts and purchase orders, communicating with its personnel to identify services that have been performed on its behalf and estimating the level of service performed and the associated costs incurred for the services when the Company has not yet been invoiced or otherwise notified of the actual costs. The majority of the Company's service providers invoice it in arrears for services performed, on a pre-determined schedule or when contractual milestones are met; however, some require advanced payments. The Company makes estimates of the expenses as of each balance sheet date in its financial statements based on facts and circumstances known to the Company at that time. Although the Company does not expect its estimates to be materially different from amounts actually incurred, the understanding of the status and timing of services performed relative to the actual status and timing of services performed may vary and may result in the Company reporting expenses that are too high or too low in any particular period. There were no material adjustments for a change in estimate to research and development expenses in the accompanying consolidated financial statements for the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019. 2020.

Acquired In-Process Research and Development Expense

The Company has acquired rights to develop and commercialize product candidates. Upfront payments that relate to the acquisition of a new drug compound, as well as pre-commercial milestone payments, are immediately expensed as acquired in-process research and development in the period in which they are incurred, provided that the new drug compound did not also include processes or activities that would constitute a "business" as defined under GAAP, the drug has not achieved regulatory approval for marketing and, absent obtaining such approval, has no established alternative future use. Milestone payments made to third parties subsequent to regulatory approval are capitalized as intangible assets and amortized over the estimated remaining useful life of the related product. Royalties owed on sales of the products licensed pursuant to the agreements are expensed in the period the related revenues are recognized.

Government Grants

Government financial incentives that involve no conditions or continuing performance obligations of the Company are recognized as other non-operating (expense) income, net upon receipt. In the event government grants or incentives involve continuing performance obligations, the Company will capitalize the payment as a liability and recognize the same financial statement caption as the performance obligation relates over the performance period.

The Company received government assistance in the form of cash primarily to support the Guangzhou manufacturing facility build-out and research and development programs. Government assistance received related to the Guangzhou manufacturing facility build-out was recognized as other long-term liabilities and is amortized over the same useful lives of the related assets as depreciation expense. As of December 31, 2022 and 2021, other long-term liabilities related to the Guangzhou manufacturing facility build-out totaled $38,118 and $44,593, respectively. For the year ended December 31, 2022, depreciation expense is presented net of amortization of government assistance of $3,169.

BEIGENE, LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020
(Amounts in thousands of U.S. Dollar ("$") and Renminbi ("RMB"),
except for number of shares and per share data)

Government assistance received to support research and development programs was recorded as other long-term liabilities upon receipt and is recognized as other (expense) income, net when the associated research and development programs are completed. As of December 31, 2022 and 2021, other long-term liabilities related to research and development programs totaled $58 and $1,759, respectively. For the year ended December 31, 2022, the Company recognized other income of $1,664 upon the completion of a designated research and development program.

Comprehensive Loss

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Comprehensive loss is defined as the changes in equity of the Company during a period from transactions and other events and circumstances excluding transactions resulting from investments by owners and distributions to owners. Among other disclosures, ASC 220, *Comprehensive Income*, requires that all items that are required to be recognized under current accounting standards as components of comprehensive loss be reported in a financial statement that is displayed with the same prominence as other financial statements. For each of the periods presented, the Company's comprehensive loss includes net

loss, foreign currency translation adjustments, pension liability adjustments and unrealized holding gains/losses associated with the available-for-sale debt securities, and is presented in the consolidated statements of comprehensive loss.

Share-Based Compensation

Awards granted to employees

The Company applies ASC 718, *Compensation—Stock Compensation* (ASC 718), to account for its employee share-based payments. In accordance with ASC 718, the Company determines whether an award should be classified and accounted for as a liability award or equity award. All the Company's grants of share-based awards to employees were classified as equity awards and are recognized in the financial statements based on their grant date fair values. Specifically, the grant date fair value of share options is calculated using an option pricing model. The fair value of restricted shares and restricted share units are based on the closing market price of our ADSs on the NASDAQ Global Select Market on the date of grant. The Company has elected to recognize compensation expense using the straight-line method for all employee equity awards granted with graded vesting based on service conditions provided that the amount of compensation cost recognized at any date is at least equal to the portion of the grant-date value of the options that are vested at that date. The Company uses the accelerated method for all awards granted with graded vesting based on performance conditions. To the extent the required vesting conditions are not met resulting in the forfeiture of the share-based awards, previously recognized compensation expense relating to those awards are reversed. ASC 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in the subsequent period if actual forfeitures differ from initial estimates.

Forfeiture rates are estimated based on historical and future expectations of employee turnover rates and are adjusted to reflect future changes in circumstances and facts, if any. Share-based compensation expense is recorded net of estimated forfeitures such that expense is recorded only for those share-based awards that are expected to vest. To the extent the Company revises these estimates in the future, the share-based payments could be materially impacted in the period of revision, as well as in following periods. The Company, with the assistance of an independent third-party valuation firm, determined the estimated fair value of the stock options granted to employees using the binomial option pricing model.

Awards granted to non-employees

The Company has accounted for equity instruments issued to non-employees in accordance with the provisions of ASC 718 and ASC 505, *Equity*. All transactions in which goods or services are received in exchange for equity instruments are accounted for based on the fair value of the consideration received or the fair value of the equity instrument issued, whichever is more reliably measurable. The grant date is the measurement date of the fair value of the equity instrument issued. The expense is recognized in the same manner as if the Company had paid cash for the services provided by the non-employees in accordance with ASC 505-50, *Equity-based payments to non-employees*. The Company estimated the fair value of share options granted to non-employees using the same method as employees.

Modification of awards

A change in any of the terms or conditions of the awards is accounted for as a modification of the award. Incremental compensation cost is measured as the excess, if any, of the fair value of the modified award over the fair value of the original award immediately before its terms are modified, measured based on the fair value of the awards and other pertinent factors at the modification date. For vested awards, the Company recognizes incremental compensation cost in the period the

modification occurs. For unvested awards, the Company recognizes over the remaining requisite service period, the sum of the incremental compensation cost and the remaining unrecognized compensation cost for the original award on the modification date. If the fair value of the modified award is lower than the fair value of the original award immediately before modification, the minimum compensation cost the Company recognizes is the cost of the original award.

Income Taxes

The Company uses the liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are determined based on the differences between the financial reporting and the tax bases of assets and liabilities and are measured using enacted tax rates 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 portion or all of a deferred tax asset will not be realized.

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The Company evaluates its uncertain tax positions using the provisions of ASC 740, *Income Taxes,* which prescribes a recognition threshold that a tax position is required to meet before being recognized in the financial statements. The Company recognizes in the financial statements the benefit of a tax position which is "more likely than not" to be sustained under examination based solely on the technical merits of the position assuming a review by tax authorities having all relevant information. Tax positions that meet the recognition threshold are measured using a cumulative probability approach, at the largest amount of tax benefit that has a greater than fifty percent likelihood of being realized upon settlement. It is the Company's policy to recognize interest and penalties related to unrecognized tax benefits, if any, as a component of income tax expense.

Loss Per Share

Loss per share is calculated in accordance with ASC 260, *Earnings per Share*. Basic loss per ordinary share is computed by dividing net loss attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding during the period using the two-class method. Under the two-class method, net income is allocated between ordinary shares and participating securities based on dividends declared (or accumulated) and participating rights in undistributed earnings as if all the earnings for the reporting period had been distributed. The Company's restricted shares are participating securities because they have contractual rights to share in the profits of the Company.

However, the restricted shares do not have contractual rights and obligations to share in the losses of the Company. For the periods presented herein, the computation of basic loss per share using the two-class method is not applicable as the Company is in a net loss position.

Diluted loss per share is calculated by dividing net loss attributable to ordinary shareholders as adjusted for the effect of dilutive ordinary equivalent shares, if any, by the weighted average number of ordinary and dilutive ordinary equivalent shares outstanding during the period. Ordinary equivalent shares consist of the ordinary shares issuable upon the conversion of the Company's convertible preferred shares, if any, using the if-converted method, and ordinary shares issuable upon the conversion of the share options and unvested restricted shares, using the treasury stock method.

Ordinary share equivalents are excluded from the computation of diluted loss per share if their effects would be anti-dilutive. Basic and diluted loss per ordinary share is presented in the Company's consolidated statements of operations.

Segment Information

In accordance with ASC 280, *Segment Reporting*, the Company's chief operating decision maker, the Chief Executive Officer, reviews the consolidated results when making decisions about allocating resources and assessing performance of the Company as a whole and hence, the Company has only one reportable segment: pharmaceutical products.

Concentration of Risks

Concentration of credit risk

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

As of December 31, 2021 December 31, 2022 and 2020, 2021, $3,869,564 and $4,375,678 and $1,381,950 were deposited with various major reputable financial institutions located in the PRC and international financial institutions outside of the PRC, respectively. The deposits placed with

financial institutions are not protected by statutory or commercial insurance. In the event of bankruptcy of one of these financial institutions, the Company may be unable to claim its deposits back in full. Management believes that these financial institutions are of high credit quality and continually monitors the credit worthiness of these financial institutions. As of December 31, 2021 December 31, 2022 and 2020, 2021, the Company had short-term investments amounting to $2,241,962 $665,251 and $3,268,725, $2,241,962, respectively.

At December 31, 2021, December 31, 2022 and 2021, the Company's short-term investments were comprised of U.S. treasury securities. The Company believes that U.S. treasury securities are of high credit quality and continually monitors the credit worthiness of these institutions.

As of December 31, 2021 December 31, 2022 and 2020, 2021, the Company had accounts receivable, net of $483,113 $173,168 and $60,403, $483,113, respectively. Accounts receivable, net represent amounts arising from product sales and amounts due from the our its collaboration partners.

The Company monitors economic conditions to identify facts or circumstances that may indicate receivables are at risk of collection.

Customer concentration risk

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For the year ended December 31, 2022, sales to the Company's four largest product distributors, Sinopharm, Shanghai Pharmaceutical, ASD Specialty Healthcare and China Resources represented approximately 18.1%, 15.5%, 14.2% and 12.1% of product revenue, respectively, and collectively, represented approximately 57.0% of trade accounts receivable as of December 31, 2022. For the year ended December 31, 2022, the Company's collaboration revenue consisted entirely of revenue recognized under its out-licensing collaboration agreements with Novartis.

For the year ended December 31, 2021, sales to the Company's three largest product distributors, Sinopharm, China Resources, and Shanghai Pharmaceutical represented approximately 26.0%, 19.9% and 16.7% of product revenue, respectively, and collectively, represented approximately 23.4% of trade accounts receivable as of December 31, 2021. For the year ended December 31, 2021, the Company's collaboration revenue consisted entirely of revenue recognized under its out-licensing collaboration agreements with Novartis. Receivables from Novartis represented approximately 66.4% of trade accounts receivable as of December 31, 2021, primarily due to the invoicing of the $300,000$300,000 upfront fee related to the Ociperlimab option, collaboration and license agreement.

For the year ended December 31, 2020, sales to the Company's two largest product distributors, China Resources and Sinopharm, represented approximately 38.7% and 25.4% of product revenue, respectively, and collectively, represented approximately 59.6% of trade accounts receivable as of December 31, 2020.

For the year ended December 31, 2019, substantially all of the Company's revenue was from BMS and the Company's product distributor, China Resources, in China.

Business, customer, political, social and economic risks

The Company participates in a dynamic biopharmaceutical industry and believes that changes in any of the following areas could have a material adverse effect on the Company's future financial position, results of operations, or cash flows: changes in the overall demand for services and products; competitive pressures due to existing competitors and new entrants; advances and new trends in new drugs and industry standards; changes in clinical research organizations, contract manufacturers and other key vendors; changes in certain strategic relationships or customer relationships; regulatory considerations; intellectual property considerations; and risks associated with the Company's ability to attract and retain employees necessary to support its growth. The Company's operations could be also adversely affected by significant political, economic and social uncertainties in the PRC and in relations between the PRC and United States.

Currency convertibility risk

A significant portion of the Company's expenses, assets and liabilities are denominated in RMB. On January 1, 1994, In 1994, the PRC government abolished the dual rate system and introduced a single rate of exchange as quoted daily by the People's Bank of China (the PBOC). However, the unification of the exchange rates does not imply that the RMB may be readily convertible into U.S. dollar or other foreign currencies. All foreign exchange transactions continue to take place either through the PBOC or other banks authorized to buy and sell foreign currencies at the exchange rates quoted by the PBOC. Approvals of foreign currency payments by the PBOC or other institutions require submitting a payment application form together with suppliers' invoices, shipping documents and signed contracts.

Additionally, the value of the RMB is subject to changes in central government policies and international economic and political developments affecting supply and demand in the PRC foreign exchange trading system market.

Foreign currency exchange rate risk

The Company is exposed to foreign exchange risk arising from various currency exposures. The Company's reporting currency is the U.S. dollar, but a portion of its operating transactions and assets and liabilities are in other currencies, such as RMB, Euro, and Australian dollar. While the Company holds significant amounts of RMB, and is subject to foreign currency exchange risk upon revaluation or translation into the Company's reporting currency, the Company expects to utilize its existing RMB cash deposits in the operation of its China business over the next several years, and as a result, has not used derivative financial instruments to hedge exposure to such risk.

RMB is not freely convertible into foreign currencies for capital account transactions. The value of RMB against the U.S. dollar and other currencies is affected by, among other things, changes in China's political and economic conditions and China's foreign exchange prices. Since July 21, 2005, the RMB is permitted to fluctuate within a narrow and managed band against a basket of certain foreign currencies. For RMB against U.S. dollar, there was appreciation depreciation of approximately 2.3% 8.2%, appreciation of approximately 6.3% 2.3% and depreciation appreciation of approximately 1.3% 6.3%, in the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019. 2020. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the RMB and the U.S. dollar in the future.

To the extent that the Company needs to convert U.S. dollar into RMB for capital expenditures and working capital and other business purposes, appreciation of RMB against U.S. dollar would have an adverse effect on the RMB amount the Company would receive from the conversion. Conversely, if the Company decides to convert RMB into U.S. dollar for the purpose of making payments for dividends on ordinary shares, strategic acquisitions or investments or other business purposes, appreciation of U.S. dollar against RMB would have a negative effect on the U.S. dollar amount available to the Company.

In addition, a significant depreciation of the RMB against the U.S. dollar may significantly reduce the U.S. dollar equivalent of the Company's foreign cash balances and trade receivables. Further, volatility in exchange rate fluctuations may have a significant impact on the foreign currency translation adjustments recorded in other comprehensive income (loss). The revaluation impact of foreign currencies held in U.S. functional currency subsidiaries may result in significant foreign exchange gains (losses) in the consolidated statement of operations. The Company has not used derivative financial instruments to hedge exposure to foreign exchange risk.

Revision of prior period financial statements

The Company evaluates the recoverability of its deferred tax assets on a jurisdiction-by-jurisdiction basis by assessing the adequacy of future expected taxable income from all sources, including reversal of temporary differences, forecasted operating earnings and available tax planning strategies in accordance with ASC 740. This assessment is subject to a high degree of subjectivity, as the sources of income rely heavily on estimates that are based on a number of factors, including historical experience and short-range and long-

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range business forecasts. A valuation allowance is provided when the Company determines that it is more-likely-than-not that some portion or all of a deferred tax asset will not be realized.

Prior to the third quarter of 2022, the Company determined that the majority of its net deferred tax assets (primarily in the U.S.) were realizable on a more-likely-than-not basis, primarily due to cumulative pre-tax income at the taxpaying entity and the weighting of available positive and negative evidence. Accordingly, no valuation allowance was previously recorded related to those deferred tax assets. In October 2022, in connection with the preparation of its condensed consolidated financial statements for the three and nine months ended September 30, 2022, the Company reassessed its position on the realizability of its net deferred tax assets and determined that the negative evidence associated with cumulative losses at the consolidated financial statement level are not able to be overcome by other positive evidence, and therefore, a valuation allowance should be applied to its net deferred tax asset balance. The Company determined the previous conclusion to not apply a valuation allowance to certain net deferred tax assets was an error.

In accordance with Staff Accounting Bulletin (SAB) No. 99, “Materiality,” and SAB No. 108, “Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements,” the Company evaluated the error and determined that the related impact was not material to any of its previously issued financial statements, but that correcting the cumulative impact of the error would be significant to its statements of operations for the twelve months ended December 31, 2022. Accordingly, the Company has revised the annual periods of fiscal year 2021 and 2020 consolidated financial statements and related notes included herein to record a valuation allowance against the Company’s net deferred tax asset balance for all periods presented. A summary of revisions to previously reported financial statements is presented in Note 3, *Revision of Prior Period Financial Statements.* Note 12, *Income Taxes* and Note 16, *Loss Per Share* have been updated to

addition, a significant depreciation of reflect the RMB against the U.S. dollar may significantly reduce the U.S. dollar equivalent of the Company’s earnings or losses. revision. The Company will also correct previously reported financial information for this error in its future filings, as applicable.

Recent Accounting Pronouncements

New accounting standards which have been adopted

In December 2019, the FASB issued ASU 2019-12, Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes. This update simplifies the accounting for income taxes as part of the FASB's overall initiative to reduce complexity in accounting standards. The amendments include removal of certain exceptions to the general principles of ASC 740, Income taxes, and simplification in several other areas such as accounting for a franchise tax (or similar tax) that is partially based on income. Certain amendments in this update should be applied retrospectively or modified retrospectively, and all other amendments should be applied prospectively. The Company adopted this standard on January 1, 2021. There was no material impact to the Company's financial position or results of operations upon adoption.

New accounting standards which have not yet been adopted

In November 2021, the FASB issued ASU 2021-10, Government Assistance (Topic 832): Disclosures by Business Entities about Government Assistance. This update requires certain annual disclosures about transactions with a government that are accounted for by applying a grant or contribution accounting model by analogy. This update is effective for annual periods beginning after December 15, 2021, and early application is permitted. This guidance should be applied either prospectively to all transactions that are reflected in financial statements at the date of initial application and new transactions that are entered into after the date of initial application or retrospectively to those transactions. The Company does not expect adopted this standard on January 1, 2022. The adoption of this standard has been applied to existing government assistance transactions.

3. Revision of Prior Period Financial Statements

As discussed in Note 2, the Company revised certain prior period financial statements to correct an error related to the valuation of net deferred tax assets, the impact of this guidance which was immaterial to our previously filed financial statements in the annual periods of fiscal 2021 and 2020 (See Note 2). Specifically, a valuation allowance should have been recorded on all net deferred tax assets and such a material impact on valuation allowance was not previously recorded. A summary of revisions to the Company’s consolidated previously reported financial statements. statements for the comparative periods presented within this Annual Report on Form 10-K is presented below.

Consolidated Balance Sheet

	As of December 31, 2021		
	As Reported	Adjustments	As Revised
	$	$	$
Deferred tax assets	110,424	(110,424)	—
Total non-current assets	1,032,069	(110,424)	921,645
Total assets	8,645,949	(110,424)	8,535,525
Accumulated deficit	(4,966,103)	(110,424)	(5,076,527)
Total equity	6,242,987	(110,424)	6,132,563
Total liabilities and equity	8,645,949	(110,424)	8,535,525

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Consolidated Statements of Operations

	Year Ended December 31, 2021			Year Ended December 31, 2020		
	As Reported	Adjustments	As Revised	As Reported	Adjustments	As Revised
	$	$	$	$	$	$
Income tax expense (benefit)	(25,234)	44,462	19,228	(17,671)	28,068	10,397
Net loss	(1,413,354)	(44,462)	(1,457,816)	(1,600,523)	(28,068)	(1,628,591)
Net loss attributable to BeiGene, Ltd.	(1,413,354)	(44,462)	(1,457,816)	(1,596,906)	(28,068)	(1,624,974)
Net loss per share attributable to BeiGene, Ltd., basic and diluted	(1.17)	(0.04)	(1.21)	(1.47)	(0.03)	(1.50)
Net loss per American Depositary Share ("ADS")	(15.23)	(0.48)	(15.71)	(19.13)	(0.34)	(19.47)

Consolidated Statements of Comprehensive Loss

	Year Ended December 31, 2021			Year Ended December 31, 2020		
	As Reported	Adjustments	As Revised	As Reported	Adjustments	As Revised
	$	$	$	$	$	$
Net loss	(1,413,354)	(44,462)	(1,457,816)	(1,600,523)	(28,068)	(1,628,591)
Comprehensive loss	(1,402,346)	(44,462)	(1,446,808)	(1,585,452)	(28,068)	(1,613,520)
Comprehensive loss attributable to BeiGene, Ltd.	(1,402,346)	(44,462)	(1,446,808)	(1,581,963)	(28,068)	(1,610,031)

Consolidated Statement of Cash Flows

	Year Ended December 31, 2021			Year Ended December 31, 2020		
	As Reported	Adjustments	As Revised	As Reported	Adjustments	As Revised
	$	$	$	$	$	$
Operating activities:						
Net loss	(1,413,354)	(44,462)	(1,457,816)	(1,600,523)	(28,068)	(1,628,591)
Adjustments to reconcile net loss to net cash used in operating activities:						
Deferred income tax expense	(41,085)	44,462	3,377	(27,807)	28,068	261
Net cash used in operating activities	(1,298,723)	—	(1,298,723)	(1,283,461)	—	(1,283,461)

BEIGENE, LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020
(Amounts in thousands of U.S. Dollar ("$") and Renminbi ("RMB"), except for number of shares and per share data)

Consolidated Statement of Stockholders' Equity

	Accumulated Deficit	Total Equity

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	As Reported	Adjustments	As Revised	As Reported	Adjustments	As Revised
	$	$	$	$	$	$
Balance at December 31, 2019	(1,955,843)	(37,894)	(1,993,737)	978,355	(37,894)	940,461
Net loss	(1,596,906)	(28,068)	(1,624,974)	(1,600,523)	(28,068)	(1,628,591)
Balance at December 31, 2020	(3,552,749)	(65,962)	(3,618,711)	3,869,243	(65,962)	3,803,281
Net loss	(1,413,354)	(44,462)	(1,457,816)	(1,413,354)	(44,462)	(1,457,816)
Balance at December 31, 2021	(4,966,103)	(110,424)	(5,076,527)	6,242,987	(110,424)	6,132,563

3. 4. Collaborative and Licensing Arrangements

The Company enters into collaborative arrangements for the research and development, manufacture and/or commercialization of drug products and drug candidates. To date, these collaborative arrangements have included out-licenses of and options to out-license internally developed products and drug candidates to other parties, in-licenses of products and drug candidates from other parties, and profit- and cost-sharing arrangements. These arrangements may include non-refundable upfront payments, contingent obligations for potential development, regulatory and commercial performance milestone payments, cost-sharing and reimbursement arrangements, royalty payments, and profit sharing.

Out-Licensing Arrangements

During the three years ended December 31, 2021 December 31, 2022, the Company's collaboration revenue related to its out-licensing collaborative agreements has consisted of upfront license fees, research and development services revenue and right to access intellectual property revenue from its collaboration agreements with Novartis for tislelizumab and ociperlimab and reimbursement of research and development costs, research and development service revenue and termination fees from its collaboration with BMS for tislelizumab. ociperlimab.

The following table summarizes total collaboration revenue recognized for the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019: 2020:

	Year Ended December 31,		
	2021	2020	2019
Revenue from Collaborators	$	$	$
License revenue	484,646	—	—
Reimbursement of research and development costs	—	—	27,634
Research and development service revenue	53,671	—	27,982
Right to access intellectual property revenue	3,979	—	—
Other	—	—	150,000
Total	542,296	—	205,616

	Year Ended December 31,		
	2022	2021	2020
Revenue from Collaborators	$	$	$
License revenue	—	484,646	—
Research and development service revenue	46,822	53,671	—
Right to access intellectual property revenue	104,994	3,979	—
Other	9,493	—	—
Total	161,309	542,296	—

Novartis

Tislelizumab Collaboration and License

In January 2021, the Company entered into a collaboration and license agreement with Novartis, granting Novartis rights to develop, manufacture and commercialize tislelizumab in North America, Europe, and Japan (the "Novartis Territory"). The Company and Novartis have agreed to jointly develop tislelizumab in these licensed countries, with Novartis responsible for regulatory submissions after a transition period and for commercialization upon regulatory approvals. In addition, both companies may conduct clinical trials globally to explore combinations of tislelizumab with other cancer treatments, and the Company has an option to co-detail the product in North America, funded in part by Novartis.

Under the agreement the Company received an upfront cash payment of $650,000 from Novartis. The Company is eligible to receive up to $1,300,000 upon the achievement of regulatory milestones, $250,000 upon the achievement of sales milestones, and royalties on future sales of tislelizumab in the licensed territory. Under the terms of the agreement,

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the Company is responsible for funding ongoing clinical trials of tislelizumab, Novartis has agreed to fund new registrational, bridging, or post-marketing studies in its territory, and each party will be responsible for funding clinical trials evaluating tislelizumab in

combination with its own or third party products. Each party retains the worldwide right to commercialize its propriety products in combination with tislelizumab.

The Company evaluated the Novartis agreement under ASC 606 as all the material units of account within the agreement represented transactions with a customer. The Company identified the following material components under the agreement: (1) exclusive license for Novartis to develop, manufacture, and commercialize tislelizumab in the Novartis Territory, transfer of know-how and use of the tislelizumab trademark; (2) conducting and completing ongoing trials of tislelizumab (R&D services); and (3) supplying Novartis with required quantities of the tislelizumab drug product, or drug substance, upon receipt of an order from Novartis.

The Company determined that the license, transfer of know-how and use of trademarks are not distinct from each other and represent a single performance obligation. The R&D services represent a material promise and were determined to be a separate performance obligation at the outset of the agreement as the promise is distinct and has standalone value to Novartis. The Company evaluated the supply component of the contract and noted the supply will not be provided at a significant incremental discount to Novartis. The Company concluded that, for the purpose of ASC 606, the provision related to providing clinical and commercial supply of tislelizumab in the Novartis Territory was an option but not a performance obligation of the Company at the outset of the Novartis collaboration agreement. A performance obligation for the clinical and commercial supply will be established as quantities of drug product or drug substance are ordered by Novartis.

The Company determined that the transaction price as of the outset of the arrangement was the upfront payment of $650,000. The potential milestone payments that the Company is eligible to receive were excluded from the transaction price, as all milestone amounts were fully constrained due to uncertainty of achievement. The transaction price was allocated to the two identified performance obligations based on a relative fair value basis. The standalone selling price of the license, transfer of know-how and use of trademarks performance obligation was determined using the adjusted market assessment approach based on the probability-weighted present value of forecasted cash flows associated with out-licensing tislelizumab in the Novartis Territory. The standalone selling price of the R&D services was valued using a cost plus margin valuation approach based on the present value of estimated tislelizumab clinical trial costs plus a reasonable margin. Based on the relative standalone selling prices of the two performance obligations, $484,646 of the total transaction price was allocated to the license and $165,354 was allocated to the R&D services. The estimates of the standalone selling prices involved management's key assumptions such as revenue growth rate, estimated clinical trial costs, mark-up rate, probability of technical and regulatory success, and discount rates. These significant assumptions are forward looking and could be affected by future economic, regulatory and market conditions.

The Company satisfied the license performance obligation at a point in time when the license was delivered and the transfer of know-how completed which occurred during the year ended December 31, 2021. As such, the Company recognized the entire amount of the transaction price allocated to the license as collaboration revenue during the year ended December 31, 2021. The portion of the transaction price allocated to the R&D services was deferred and is being recognized as collaboration revenue as the R&D services are performed using a percentage-of-completion method. Estimated costs to complete are reassessed on a periodic basis and any updates to the revenue earned are recognized on a prospective basis. The Company recognized R&D service revenue of $39,655 and $53,421 during the year years ended December 31, 2021.

conjunction with the collaboration during the years ended December 31, 2022.

Ociperlimab Option, Collaboration and License Agreement and China Broad Market Development Agreement

In December 2021, the Company expanded its collaboration with Novartis by entering into an option, collaboration and license agreement with Novartis to develop, manufacture and commercialize the Company's investigational TIGIT inhibitor ociperlimab in the Novartis Territory. In addition, the Company and Novartis entered into an agreement granting the Company rights to market, promote and detail five approved Novartis oncology products, TAFINLAR® (dabrafenib), MEKINIST® (trametinib), VOTRIENT® (pazopanib), AFINITOR® (everolimus), and ZYKADIA® (ceritinib), across designated regions of China referred to as "broad markets." In the first quarter of 2022, the Company initiated marketing and promotion of these five products.

Under the terms of the option, collaboration and license agreement, the Company received an upfront cash payment of $300,000 in January 2022 from Novartis and will receive an additional payment of $600,000 or $700,000 in the event Novartis exercises its exclusive time-based option prior to mid-2023 or between then and late-2023, respectively. Following option

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exercise, the Company is eligible to receive up to $745,000 upon the achievement of regulatory approval milestones, $1,150,000 upon the achievement of sales milestones, and royalties on future sales of ociperlimab in the Novartis Territory. Subject to the terms of the option, collaboration and license agreement, during the option period, Novartis has agreed to initiate and fund additional global clinical trials with ociperlimab and the Company has agreed to expand enrollment in two ongoing trials. Following the option exercise, Novartis has agreed to share development costs of global trials. Following approval, the Company has agreed to provide 50 percent of the co-detailing and co-field medical efforts in the United States, and has an option to co-detail up to 25 percent in Canada and Mexico, funded in part by Novartis. Each party retains the worldwide right to commercialize its propriety products in combination with ociperlimab, as is the case with tislelizumab under the tislelizumab collaboration and license agreement. The existing tislelizumab collaboration and license agreement was not modified as a result of the ociperlimab option, collaboration and license agreement.

The Company evaluated the Novartis agreements under ASC 606 as the units of account within the agreement represented transactions with a customer. The Company identified the following material promises under the agreement: (1) exclusive option for Novartis to license the rights develop, manufacture, and commercialize ociperlimab in the Novartis Territory; (2) Novartis' right to access ociperlimab in its own clinical trials during the option period; (3) initial transfer of BeiGene know-how; and (4) conducting and completing ongoing trials of ociperlimab during the option period (R&D Services). The market development activities are considered immaterial in the context of the contracts.

The Company concluded that, at the inception of the agreement, the option for the exclusive product license constitutes a material right as it represents a significant and incremental discount to the fair value of the exclusive product license that Novartis would not have received without entering into the agreement and is therefore considered a distinct performance obligation. The Company determined that Novartis' right to access ociperlimab in its own trials over the option period and the initial transfer of know-how were not distinct from each other, as the right to access ociperlimab has limited value without the corresponding know-how transfer, and therefore should be combined into one distinct performance obligation. The R&D Services represent a material promise and were determined to be a separate performance obligation at the outset of the agreement as the promise is distinct and has standalone value to Novartis.

The Company determined the transaction price as of the outset of the arrangement was the upfront payment of $300,000. The option exercise fee is contingent upon Novartis exercising its right and is considered fully constrained until the option is exercised. Additionally, the milestone and royalty payments are not applicable until after the option is exercised, at which point the likelihood of meeting milestones, regulatory approval and meeting certain sales thresholds will be assessed. The transaction price was allocated to the three identified performance obligations based on a relative fair value basis. The standalone selling price of the material right for the option to the exclusive product license was calculated as the incremental discount between (i) the value of the license determined using a discounted cash flow method adjusted for probability of the option being exercised and (ii) the expected option exercise fee using the most-likely-amount method at option exercise. The standalone selling price of the combined performance obligation for Novartis' right to access ociperlimab for its own clinical trials during the option period and the initial transfer of BeiGene know-how was determined using a discounted cash flow method. The standalone selling price of the R&D Services was determined using an expected cost plus margin approach. Based on the relative standalone selling prices of the three performance obligations, $71,980 of the total transaction price was allocated to the material right, $213,450 was allocated to Novartis' right to use ociperlimab in its own clinical trials during the option period and the transfer of BeiGene know-how, and $14,570 was allocated to the R&D Services.

The Company will satisfy the material right performance obligation at a point in time at the earlier of when Novartis exercises the option and the license is delivered or the expiration of the option period. As such, the entire amount of the

transaction price allocated to the material right was deferred. The portion of the transaction price allocated to Novartis' right to access ociperlimab in its own clinical trials during the option period and the initial transfer of BeiGene know-how was deferred and is being recognized over the expected option period. The portion of the transaction price allocated to the R&D Services was deferred and is being recognized as collaboration revenue as the R&D Services are performed over the expected option period. The Company recognized collaboration revenue of $104,994 and $3,979 related to Novartis right to access ociperlimab in clinical trials and the transfer of know how performance obligation during the years ended December 31, 2022 and 2021, respectively, and R&D service revenue of $7,167 and $250 during the year years ended December 31, 2021.

Celgene Corporation, a Bristol Myers Squibb company (BMS)

On July 5, 2017, the Company entered into a license agreement with Celgene Corporation, now a BMS company, pursuant to which the Company granted to the BMS parties an exclusive right to develop December 31, 2022 and commercialize the Company’s investigational PD-1 inhibitor, tislelizumab, in all fields of treatment, other than hematology, in the United States, Europe, Japan and the rest of world other than Asia (the “PD-1 License Agreement”). In connection with the closing of the transactions on August 31, 2017, the Company and BMS amended and restated the PD-1 License Agreement (the “A&R PD-1 License Agreement”) to, among other things, clarify the parties’ responsibilities relating to the conducting and funding of certain global registration clinical trials and clarify the scope of the regulatory materials transferred by BeiGene to BMS. The Company entered into a mutual agreement with BMS to terminate the A&R PD-1 License Agreement effective June 14, 2019 in advance of the acquisition of Celgene by BMS.

Under the terms of the A&R PD-1 License Agreement, BMS paid the Company $263,000 in upfront non-refundable fees, of which $92,050 was paid in the third quarter of 2017 and the remaining $170,950 was paid in December 2017. The Company allocated $13,000 of upfront fees to the fair value of assets related to the Company’s acquisition of Celgene Shanghai, a wholly-owned subsidiary of Celgene Holdings East Corporation established under the laws of China, which was completed contemporaneously with the A&R PD-1 License Agreement. The Company was also eligible to receive product development and commercial milestone payments based on the successful achievement of development and regulatory and commercialization goals, respectively, and potential royalty payments.

In addition to the exclusive right to develop and commercialize tislelizumab, the terms of the A&R PD-1 License Agreement provided BMS with the right to collaborate with the Company on the development of tislelizumab for specified indications, including required participation on a joint development committee and a joint steering committee as well as a joint commercialization committee upon achievement of commercialization. BMS reimbursed the Company for certain research and development costs at a cost plus agreed upon markup for the development of tislelizumab related to the clinical trials that BMS opted into, as outlined in the development plan.

Under ASC 606, the Company identified the following deliverables of the collaboration agreement as distinct performance obligations: (a) the license provided to BMS for the exclusive right to develop and commercialize tislelizumab, in all fields of treatment, other than hematology, in the United States, Europe, Japan and the rest of world other than Asia

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(the "License"); and (b) the research and development services provided to BMS to develop tislelizumab within specified indications (R&D services). For each deliverable, the Company determined the stand-alone selling price and allocated the non-constrained consideration of $250,000 to the units of accounting using the relative selling price method. The consideration allocated to the License was recognized upon transfer of the License to BMS at contract inception and the consideration allocated to the R&D services was deferred and recognized over the term of the respective clinical studies for the specified indications. The payments associated with the defined developmental, regulatory, and commercialization goals were considered variable consideration and were fully constrained at contract inception through the date of termination.

In connection with the termination in June 2019, the Company regained full global rights to tislelizumab and received a $150,000 payment from BMS. The payment was recognized as other collaboration revenue upon termination as the Company had no further performance obligations under the collaboration. Upon termination, the Company also recognized the remainder of the deferred revenue balance related to the upfront consideration allocated to research and development services at the time of the original collaboration. The Company's license from BMS to distribute the approved cancer therapies ABRAXANE®, REVLIMID®, and VIDAZA® in China was not affected by the termination of the tislelizumab collaboration. On March 25, 2020, the NMPA suspended the importation, sales and use of ABRAXANE® in China supplied to us by BMS, and the drug was subsequently recalled by BMS and is not currently available for sale in China. This suspension was based on inspection findings at BMS's contract manufacturing facility in the United States. Additionally, in October 2021, BMS provided 180-days' notice to us, which we dispute, purporting to terminate our license to market ABRAXANE® in China. We have not had any sales of ABRAXANE® since the suspension and do not expect future revenue from ABRAXANE®. We have initiated anrespectively.

arbitration proceeding against BMS asserting that it has breached and continues to breach the terms and conditions of the license and supply agreement. For additional information, please see the section of this report titled "Legal Proceedings".

For the year ended December 31, 2019, the Company recognized collaboration revenue of $205,616 related to the BMS collaboration, which consisted of $27,634 of research and development reimbursement revenue for the trials that BMS had opted into through the termination of the collaboration agreement; $27,982 of research and development services revenue, which reflects the recognition of the remaining upfront consideration that was allocated to research and development services at the time of the collaboration and was recognized over the term of the respective clinical studies for the specified indications; and $150,000 of other collaboration revenue related to the payment received from BMS in connection with the termination of the collaboration agreement.

In-Licensing Arrangements - Commercial

Amgen

In October 2019, the Company entered into a global strategic oncology collaboration with Amgen (the "Amgen ("Amgen Collaboration Agreement") for the commercialization and development in China, excluding Hong Kong, Taiwan and Macau, of Amgen's XGEVA®, KYPROLIS®, and BLINCYTO®, and the joint global development of a portfolio of oncology assets in Amgen's pipeline, with BeiGene responsible for development and commercialization in China. The agreement became effective on January 2, 2020, following approval by the Company's shareholders and satisfaction of other closing conditions.

Under the agreement, the Company is responsible for the commercialization of XGEVA,®, KYPROLIS® and BLINCYTO® in China for five or seven years. Amgen is responsible for manufacturing the products globally and will supply the products to the Company at an agreed upon price. The Company and Amgen will share equally in the China commercial profits and losses during the commercialization period. Following the commercialization period, the Company has the right to retain one product and is entitled to receive royalties on sales in China for an additional five years on the products not retained. XGEVA® was approved in China in 2019 for patients with giant cell tumor of the bone and in November 2020 for the prevention of skeletal-related events in cancer patients with bone metastases. In July 2020, the Company began commercializing XGEVA® in China. In December 2020, BLINCYTO® was approved in China for injection for the treatment of adult patients with relapsed or refractory (R/R) B-cell precursor acute lymphoblastic leukemia (ALL). In July 2021, KYPROLIS® was conditionally approved in China for injection in combination with dexamethasone for the treatment of adult patients with relapsed or refractory (R/R) R/R multiple myeloma. In April 2022, BLINCYTO was conditionally approved for injection for the treatment of pediatric patients with R/R CD19-positive B-cell precursor ALL.

Amgen and the Company are also jointly developing a portfolio of Amgen oncology pipeline assets under the collaboration. The Company is responsible for conducting clinical development activities in China and co-funding global development costs by contributing cash and development services up to a total cap of $1,250,000. Amgen is responsible for all development, regulatory and commercial activities outside of China. For each pipeline asset that is approved in China, the Company will receive commercial rights for seven years from approval. The Company has the right to retain approximately one out of every three approved pipeline assets, other than LUMAKRAS™ LUMAKRAS (sotorasib) ("AMG 510"), Amgen's KRAS G12C inhibitor, for commercialization in China. The Company and Amgen will share equally in the China commercial profits and losses during the commercialization period. The Company is entitled to receive royalties from sales in China for pipeline assets returned to Amgen for five years after the seven-year commercialization period. The Company is also entitled to receive royalties from global sales of each product outside of China (with the exception of LUMAKRAS™ AMG 510). Amgen advised the Company that its applications to the Human Genetic Resources Administration of China ("HGRAC"). to obtain approval to conduct clinical studies in China for the pipeline assets, including its application for AMG 510, were delayed between 2020 and 2022. In connection with our ongoing assessment of the Collaboration Agreement cost-share contributions, we determined that our further investment in the development of AMG 510 was no longer commercially viable for BeiGene. As a result, in February 2023, we entered into an amendment to the Collaboration Agreement to (i) stop sharing costs with Amgen for the further development of AMG 510 during the period starting January 1, 2023 and ending August 31, 2023; and (ii) cooperate in good faith to prepare a transition plan with the anticipated termination of AMG 510 from the Collaboration Agreement.

The Amgen Collaboration Agreement is within the scope of ASC 808, as both parties are active participants and are exposed to the risks and rewards dependent on the commercial success of the activities performed under the agreement. The Company is the principal for product sales to customers in China during the commercialization period and will recognize 100% of net product revenue on these sales. Amounts due to Amgen for its portion of net product sales will be recorded as cost of sales. Cost reimbursements due to or from Amgen under the profit share will be recognized as incurred and recorded to cost of sales; selling, general and administrative expense; or research and development expense, based on the underlying nature of the related activity subject to reimbursement. Costs incurred for the Company's portion of the global co-development funding are recorded to research and development expense as incurred.

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In connection with the Amgen Collaboration Agreement, a Share Purchase Agreement (SPA) was entered into by the parties on October 31, 2019. On January 2, 2020, the closing date of the transaction, Amgen purchased 15,895,001 of the Company's ADSs for $174.85 per ADS, representing a 20.5% ownership stake in the Company. Per the SPA, the cash proceeds

shall be used as necessary to fund the Company's development obligations under the Amgen Collaboration Agreement. Pursuant to the SPA, Amgen also received the right to designate one member of the Company's board of directors, and Anthony

Hooper joined the Company's board of directors as the Amgen designee in January 2020. Amgen relinquished its right to appoint a designated director to the Company's board of directors in January 2023.

On April 20, 2022, the parties entered into the First Amendment to Amgen Collaboration Agreement, which amends certain terms and conditions relating to the financial responsibilities of the parties in connections with the development and commercialization of certain Amgen proprietary products for the treatment of oncology-related diseases and conditions.

In determining the fair value of the common stock at closing, the Company considered the closing price of the common stock on the closing date of the transaction and included a lack of marketability discount because the shares are subject to certain restrictions. The fair value of the shares on the closing date was determined to be $132.74 per ADS, or $2,109,902 in the aggregate. The Company determined that the premium paid by Amgen on the share purchase represents a cost share liability due to the Company's co-development obligations. The fair value of the cost share liability on the closing date was determined to be $601,857 based on the Company's discounted estimated future cash flows related to the pipeline assets. The estimation of future cash flows involved management assumptions of revenue growth rates and probability of technical and regulatory success of the pipeline assets. The total cash proceeds of $2,779,241 were allocated based on the relative fair value method, with $2,162,407 recorded to equity and $616,834 recorded as a research and development cost share liability. The cost share liability is being amortized proportionately as the Company contributes cash and development services to its total co-development funding cap.

Amounts recorded related to the cash proceeds received from the Amgen collaboration for the year ended December 31, 2020 were as follows:

	Year Ended December 31, 2020
	$
Fair value of equity issued to Amgen	2,162,407
Fair value of research and development cost share liability	616,834
Total cash proceeds	2,779,241

Amounts recorded related to the Company's portion of the co-development funding on the pipeline assets for the year years ended December 31, 2021 December 31, 2022, 2021 and 2020 were as follows:

		Year Ended December 31,			Year Ended December 31,		
		2021	2020		2022	2021	2020
		$	$		$	$	$
Research and development expense	Research and development expense	115,464	117,005	Research and development expense	98,955	115,464	117,005
Amortization of research and development cost share liability	Amortization of research and development cost share liability	112,486	113,986	Amortization of research and development cost share liability	96,402	112,486	113,986

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Total amount due to Amgen for BeiGene's portion of the development funding	Total amount due to Amgen for BeiGene's portion of the development funding	227,950	230,991	Total amount due to Amgen for BeiGene's portion of the development funding	195,357	227,950	230,991
			As of December 31, 2021				As of December 31, 2022
Remaining portion of development funding cap	Remaining portion of development funding cap		791,059	Remaining portion of development funding cap			595,702

As of December 31, 2021 December 31, 2022 and 2020, 2021, the research and development cost share liability recorded in the Company's balance sheet was as follows:

		As of December 31,			As of December 31,	
		2021	2020		2022	2021
		$	$		$	$
Research and development cost share liability, current portion	Research and development cost share liability, current portion	120,801	127,808	Research and development cost share liability, current portion	114,335	120,801
Research and development cost share liability, non-current portion	Research and development cost share liability, non-current portion	269,561	375,040	Research and development cost share liability, non-current portion	179,625	269,561
Total research and development cost share liability	Total research and development cost share liability	390,362	502,848	Total research and development cost share liability	293,960	390,362

BEIGENE, LTD.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021 2020 AND 2019 2020
(Amounts in thousands of U.S. Dollar ("$") and Renminbi ("RMB"),
except for number of shares and per share data)

The net reimbursement due under the commercial profit-sharing agreement for in-line product sales is classified in the consolidated statements of operations for the year three years ended December 31, 2021 and 2020 December 31, 2022 as follows:

		Year Ended December 31,			Year Ended December 31,		
		2021	2020		2022	2021	2020
		$	$		$	$	$
Cost of sales - product	Cost of sales - product	1,893	(1,210)	Cost of sales - product	5,898	1,893	(1,210)
Selling, general and administrative	Selling, general and administrative	(45,152)	(9,750)	Selling, general and administrative	(54,865)	(45,152)	(9,750)
Research and development	Research and development	423	(660)	Research and development	(1,216)	423	(660)
Total	Total	(42,836)	(11,620)	Total	(50,183)	(42,836)	(11,620)

The Company purchases commercial inventory from Amgen to distribute in China. Total inventory purchases amounted to $71,720, $110,303 and $38,392, 38,392, respectively, during the year ended December 31, 2021December 31, 2022, 2021 and 2020. 2020. Net amounts payable to Amgen as of December 31, 2021 December 31, 2022 and 2020 2021 were $54,064 and $106,790, and $122,828, respectively.

In-Licensing Arrangements - Development

The Company has in-licensed the rights to develop, manufacture and, if approved, commercialize multiple development stage drug candidates globally or in specific territories. These arrangements typically include non-refundable upfront payments, contingent obligations for potential development, regulatory and commercial performance milestone payments, cost-sharing arrangements, royalty payments, and profit sharing.

Upfront and milestone payments made under these arrangements for the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019 2020 are set forth below. All upfront and development milestones were expensed to research and development expense. All regulatory and commercial milestones were capitalized as intangible assets and

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are being amortized over the remainder of the respective product patent or the term of the commercialization agreements.

Payments due to collaboration partners	Payments due to collaboration partners	Classification	Year Ended December 31, 2021 $	2020 $	2019 $	Payments due to collaboration partners	Classification	Year Ended December 31, 2022 $	2021 $	2020 $
Upfront payments	Upfront payments	Research and development expense	83,500	109,500	50,000	Upfront payments	Research and development expense	68,665	83,500	109,500
Development milestone payments	Development milestone payments	Research and development expense	15,000	15,800	—	Development milestone payments	Research and development expense	5,500	15,000	15,800
Regulatory and commercial milestone payments	Regulatory and commercial milestone payments	Intangible asset	43,394	—	—	Regulatory and commercial milestone payments	Intangible asset	—	43,394	—
Total	Total		141,894	125,300	50,000	Total		74,165	141,894	125,300

Our significant license agreements are described below:

Shandong Luye Pharmaceutical Co., Ltd.

In December 2022, the Company entered into an exclusive license agreement with Shandong Luye Pharmaceutical Co., Ltd. ("Luye") to develop (exclusive of indications for which Luye has submitted the drug marketing authorization application to the China National Medical Products Administration) and commercialize Luye's proprietary goserelin acetate extended-release microspheres for intramuscular injection known as LY01005 in mainland China. Under the terms of the agreement, the Company paid Luye an upfront license payment of $48,665, exclusive of VAT, which was recognized as in-process research and development expense, and a prepayment of $30,000 to be applied toward future supply purchases in December 2022. Luye is also eligible to receive future milestone payments upon achievement of certain regulatory milestones. Luye is also eligible to receive tiered royalties on net sales. Luye is considered a related party due to a significant common shareholder. That shareholder has different representatives serving on each companies' respective board of directors.

Shoreline Biosciences, Inc.

In June 2021, the Company entered into an exclusive worldwide strategic collaboration with Shoreline Biosciences, Inc. (Shoreline) to develop and commercialize a portfolio of natural killer (NK)-based cell therapeutics with Shoreline's induced pluripotent stem cells (iPSC) NK cell technology and the Company's research and clinical development capabilities for different malignancies. Under the collaboration, the Company and Shoreline are working jointly to develop cell therapies for four

designated therapeutic targets, with an option to expand the collaboration at a future date. Clinical development is being led by the Company globally, with Shoreline responsible for clinical manufacturing. The Company has commercial rights globally, with Shoreline having an option to retain commercialization rights in the United States and Canada for two targets. Under the terms of the agreement, Shoreline received a $45,000 upfront payment in January 2022 and is eligible to receive additional R&D funding, milestone payments and royalties based upon the achievement of certain development, regulatory, and commercial milestones. The upfront payment was expensed to research and development expense during the year ended December 31, 2021 in accordance with the Company's acquired in-process research and development expense policy.

Nanjing Leads Biolabs, Inc.

In December 2021, the Company entered into a license and collaboration agreement with Nanjing Leads Biolabs, Inc. (Leads Biolabs) for worldwide research, development and manufacturing rights and exclusive commercialization rights outside

of China to LBL-007, a novel investigational antibody targeting the LAG-3 pathway. Under the terms of the agreement, Leads Biolabs received an upfront payment of $30,000 in January 2022 and is eligible to receive up to $742,000 in clinical development, regulatory approval and sales milestones. Leads Biolabs is also eligible to receive tiered royalties on future sales in the licensed territory. The upfront payment was expensed to research and development expense during the year ended December 31, 2021 in accordance with the Company's acquired in-process research and development expense policy.

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EUSA Pharma

In January 2020, the Company entered into an exclusive development and commercialization agreement with EUSA Pharma (EUSA) for the orphan biologic products SYLVANT® (siltuximab) and QARZIBA® (dinutuximab beta) in China. Under the terms of the agreement, EUSA granted the Company exclusive rights to SYLVANT® in greater China and to QARZIBA® in mainland China. Under the agreement, the Company is funding and undertaking all clinical development and regulatory submissions in the territories, and commercializing both products once approved. EUSA received a $40,000 upfront payment upon contract execution and is eligible to receive additional payments upon the achievement of regulatory and commercial milestones up to a total of $120,000. The upfront payment was expensed to research and development expense during the year ended December 31, 2020 in accordance with the Company's acquired in-process research and development expense policy. In 2021, QARZIBA® and SYLVANT® were approved and launched in mainland China and greater China, respectively. The approvals triggered regulatory milestone payments that were capitalized as intangible assets and are being amortized over the remaining term of the license agreement. EUSA is receiving tiered royalties on SYLVANT® product sales, which the Company records as cost of sales in the period the respective sales are generated.

Assembly Biosciences, Inc.

In July 2020, the Company entered into a collaboration agreement with Assembly Biosciences, Inc. (Assembly) for Assembly's portfolio of three clinical-stage core inhibitor candidates for the treatment of patients with chronic hepatitis B virus (HBV) infection in China. Under the terms of the agreement, Assembly granted BeiGene exclusive rights to develop and commercialize ABI-H0731, ABI-H2158 and ABI-H3733 in China, including Hong Kong, Macau, and Taiwan. BeiGene is responsible for development, regulatory submissions, and commercialization in China. Assembly retains full worldwide rights outside of the partnered territory for its HBV portfolio. Assembly received an upfront payment of $40,000 and is eligible to receive payments upon achievement of development, regulatory and commercial milestones up to a total of $503,750. Assembly is also eligible to receive tiered royalties on net sales. The upfront payment was expensed to research and development expense during the year ended December 31, 2020 in accordance with the Company's acquired in-process research and development expense policy.

Bio-Thera Solutions, Ltd.

In August 2020, the Company entered into a license, distribution and supply agreement with Bio-Thera Solutions, Ltd. (Bio-Thera) for Bio-Thera's POBEVCY® (BAT1706), a biosimilar to Avastin® (bevacizumab) in China. The agreement became effective on September 10, 2020 upon approval of Bio-Thera's shareholders, and was subsequently assigned by the Company to its affiliate BeiGene (Guangzhou) Co., Ltd. (BeiGene Guangzhou) on September 18, 2020, as permitted by the agreement. Under the terms of the agreement, Bio-Thera agreed to grant BeiGene the right to develop, manufacture, and commercialize POBEVCY® in China, including Hong Kong, Macau, and Taiwan. Bio-Thera retained rights outside of the partnered territory. Bio-Thera received an upfront payment of $20,000 in October 2020 and is eligible to receive payments upon the achievement of regulatory and commercial milestones up to a total of $145,000. The upfront payment was expensed to research and

development expense during the year ended December 31, 2020 in accordance with the Company's acquired in-process research and development expense policy. In November 2021, POBEVCY® obtained regulatory approval, and was subsequently launched, in China, triggering a milestone payment that was capitalized as an intangible asset that is being amortized over the remaining term of the license agreement. Bio-Thera is also receiving tiered royalties on product sales, which the Company records as cost of sales in the period the respective sales are generated.

Seagen, Inc.

In November 2019, the Company entered into a license agreement with Seagen, Inc. (formerly known as "Seattle Genetics, Inc.") for an advanced pre-clinical product candidate for treating cancer. The agent utilizes a proprietary Seagen antibody-based technology. Under the terms of the agreement, Seagen retained rights to the product candidate in the Americas (United States, Canada and Latin American countries), Europe and Japan. The Company was granted exclusive rights to develop and

commercialize the product candidate in Asia (except Japan) and the rest of the world. Seagen will lead global development and BeiGene will fund and operationalize the portion of global clinical trials attributable to its territories. BeiGene will also be responsible for all clinical development and regulatory submissions specific to its territories. Seagen received an upfront payment of $20,000 and is eligible to receive progress-dependent milestones and tiered royalties on any product sales. Seagen is a related party due to a common shareholder, and that shareholder has different representatives serving on each companies' respective board of directors. The upfront payment was expensed to research and development expense during the year ended December 31, 2019 in accordance with the Company's acquired in-process research and development expense policy.

Zymeworks Inc.

In November 2018, the Company and Zymeworks entered into collaboration and license agreements whereby the Company acquired licenses to develop and commercialize Zymeworks’ clinical-stage HER2-targeted bispecific antibody candidate ZW25 (zanidatamab) and its preclinical-stage bispecific antibody drug conjugate (ADC) ZW49 in Asia

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(excluding Japan), Australia, and New Zealand. In addition, Zymeworks granted BeiGene a license to Zymeworks' proprietary Azymetric™ and EFECT™ platforms to develop and commercialize globally up to three other bispecific antibodies using the platforms.

Under the collaboration agreements, BeiGene will be responsible for all clinical development and regulatory submissions in the licensed territories. BeiGene and Zymeworks have also agreed to collaborate on global development of zanidatamab and ZW49 in HER2-expressing solid tumors, including gastric and breast cancer, with BeiGene enrolling patients and contributing clinical trial data from the licensed territories. Zymeworks retains full rights to both zanidatamab and ZW49 outside of the specified countries and will continue to lead global development of these drug candidates.

Under the terms of the license and collaboration agreements for ZW49 and zanidatamab, Zymeworks received total upfront payments of $40,000 and is eligible to receive additional payments upon the achievement of development and commercial milestones for both product candidates. In addition, Zymeworks will be eligible to receive tiered royalties on future sales of zanidatamab and ZW49 in the licensed territory.

Under the terms of the research and license agreement for the Azymetric™ and EFECT™ platforms, Zymeworks received an upfront payment of $20,000 and is eligible to receive additional payments upon the achievement of development and commercial milestones for up to three bispecific product candidates developed under the agreement. In addition, Zymeworks will be eligible to receive tiered royalties on future global sales of bispecific products developed by BeiGene under the agreement.

The upfront payments were expensed to research and development expense during the year ended December 31, 2018, in accordance with the Company's acquired in-process research and development expense policy. The Company recognized development milestone payments related to the development of zanidatamab during the years ended December 31, 2021 and 2020 within research and development expense.

Other

In addition to the collaborations discussed above, the Company has entered into additional collaborative arrangements during the years ended December 31, 2021 December 31, 2022, 2021 and 2020. The Company may be required to pay additional amounts upon the achievement of various development and commercial milestones under these agreements. The Company may also incur significant research and development costs if the related product candidate were to advance to late-stage clinical trials. In addition, if any products related to these collaborations are approved for sale, the Company may be required to pay significant milestones upon approval and milestones and/or royalties on future sales. The payment of these amounts, however, is contingent upon the occurrence of various future events, which have a high degree of uncertainty of occurrence.

4. 5. Restricted Cash

The Company's restricted cash balance of $7,209 $5,473 and $8,055 $7,209 as of December 31, 2021 December 31, 2022 and 2020, 2021, respectively, primarily consist of RMB-denominated cash deposits held in designated bank accounts for collateral for letters of credit. The Company classifies restricted cash as current or non-current based on term of restriction.

In addition to the restricted cash balances above, the Company is required by the PRC securities law to use the proceeds from the STAR offering in strict compliance with the planned uses as disclosed in the PRC prospectus as well as those disclosed in the Company's proceeds management policy approved by the board of directors.

5. 6. Investments

Short-Term Investments

Short-term investments as of December 31, 2022 consisted of the following available-for-sale debt securities:

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value (Net Carrying Amount)
	$	$	$	$
U.S. treasury securities	674,262	—	9,011	665,251
Total	674,262	—	9,011	665,251

Short-term investments as of December 31, 2021 consisted of the following available-for-sale debt securities:

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value (Net Carrying Amount)
	$	$	$	$
U.S. treasury securities	2,245,662	—	3,700	2,241,962
Total	2,245,662	—	3,700	2,241,962

Short-term investments as of December 31, 2020 consisted of the following available-for-sale debt securities:

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	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value (Net Carrying Amount)
	$	$	$	$
U.S. treasury securities	3,267,875	850	—	3,268,725
Total	3,267,875	850	—	3,268,725

The Company does not consider the investments in U.S. treasury securities to be other-than-temporarily impaired at December 31, 2021 December 31, 2022. As of December 31, 2021 December 31, 2022, the Company's available-for-sale debt securities consisted entirely of short-term U.S. treasury securities, which were determined to have zero risk of expected credit loss. Accordingly, no allowance for credit loss was recorded as of December 31, 2021 December 31, 2022.

Equity Securities with Readily Determinable Fair Values

Leap Therapeutics, Inc. (Leap)

In January 2020, the Company purchased $5,000 of Series B mandatorily convertible, non-voting preferred stock of Leap in connection with a strategic collaboration and license agreement the Company entered into with Leap. The Series B shares were subsequently converted into shares of Leap common stock and warrants to purchase additional shares of common stock upon approval of Leap's shareholders in March 2020. In September 2021, the Company purchased $7,250 of common stock in Leap's underwritten public offering. As of December 31, 2021 December 31, 2022, the Company's ownership interest in the outstanding common stock of Leap was 8.3% 7.4% based on information from Leap. Inclusive of the shares of common stock issuable upon the exercise of the currently exercisable warrants, the Company's interest is approximately 13.1% 11.7%. The Company measures the investment in the common stock and warrants at fair value, with changes in fair value recorded to other (expense) income, net. During the year years ended December 31, 2021 December 31, 2022, 2021 and 2020, the Company recorded an unrealized gain (losses) gains of $(30,102), $9,386 and $12,479, respectively, in the consolidated statement of operations. operations, respectively.

As of December 31, 2021 December 31, 2022 and 2020, 2021, the fair value of the common stock and warrants was as follows:

		As of December 31,			As of December 31,	
		2021	2020		2022	2021
		$	$		$	$
Fair value of Leap common stock	Fair value of Leap common stock	23,809	10,810	Fair value of Leap common stock	3,307	23,809
Fair value of Leap warrants	Fair value of Leap warrants	10,306	6,669	Fair value of Leap warrants	706	10,306

Private Equity Securities without Readily Determinable Fair Values

The Company invests in equity securities of certain companies whose securities are not publicly traded and fair value is not readily determinable and where the Company has concluded it does not have significant influence based on its ownership percentage and other factors. These investments are recorded at cost minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. The Company held investments of $43,722 $57,054 and $9,705 $43,722 in equity securities without readily determinable fair values as of December 31, 2022 and 2021, respectively. The Company recorded gains of $5,065 related to observable price changes in orderly transactions for similar investments of the same issuer for the year ended December 31, 2022 to other (expense) income, net in the consolidated statements of operations. There were no adjustments to the carrying values of these securities for the years ended December 31, 2021 and 2020.

Equity-Method Investments

The Company records equity-method investments at cost and subsequently adjusts the basis based on the Company's ownership percentage in the investees' income and expenses, as well as dividends, if any. The Company holds equity-method investments totaling $27,710 and $22,955 as of December 31, 2022 and 2021, respectively, that it does not consider to be individually significant to its financial statements. The Company recorded unrealized losses of $3,682, $1,796 and $491 for the years ended December 31, 2022, 2021 and 2020, respectively, to other (expense) income, net in the consolidated statements of operations.

7. Inventories

The Company's inventory balance consisted of the following:

	As of December 31,	
	2022	2021
	$	$
Raw materials	88,957	78,140

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Work in process	20,886	9,397
Finished goods	172,503	155,089
Total inventories	282,346	242,626

and 2020, respectively. There were no adjustments to the carrying values of these securities for the year ended December 31, 2021 and 2020.

Equity-Method Investments

MapKure

In June 2019, the Company announced the formation of MapKure, an entity jointly owned by the Company and SpringWorks Therapeutics, Inc. (SpringWorks). The Company out-licensed to MapKure the Company's product candidate BGB-3245, an investigational oral, selective small molecule inhibitor of monomer and dimer forms of activating B-RAF mutations including V600 BRAF mutations, non-V600 B-RAF mutations, and RAF fusions. The Company received 10,000,000 Series A preferred units of MapKure, or a 71.4% ownership interest in exchange for its contribution of the intellectual property. SpringWorks purchased 3,500,000 Series A preferred units, or a 25% ownership interest, and other investors purchased 250,000 Series A preferred units or 1.8% ownership each. Following the initial closing, the Company consolidated its interests in MapKure under the voting model due to its controlling financial interest.

In June 2020, MapKure held a second closing under the existing terms of the SPA in which it issued additional Series A preferred units to SpringWorks and the other investors that purchased units in the first closing (the "Second Closing"), and the Company's ownership interest decreased to 55.6%. As the requisite Series A voting requirements in MapKure's governing documents require 70% combined voting power for certain actions, the Company determined that it lost its controlling financial interest after the Second Closing. Therefore, the Company deconsolidated MapKure and recognized a gain of $11,307 for the excess of the fair value of its 55.6% ownership interest in MapKure and carrying amount of the prior non-controlling interest over the carrying amount of MapKure's net assets within other income during the year ended December 31, 2020.

Upon deconsolidation, the Company recorded an equity investment of $10,000, which represents the estimated fair value of its 55.6% ownership interest in MapKure. Effective June 8, 2020, the Company is accounting for the investment as an equity-method investment and records its portion of MapKure's earnings or losses within other income, net. The Company recognized losses of $1,176 and $491 for the years ended December 31, 2021 and 2020, respectively. As of December 31, 2021 and 2020, the carrying amount of the Company's investment in MapKure was $8,333 and 9,509, respectively.

Guangzhou GET Phase I Biomedical Industry Investment Fund Partnership (Limited Partnership)

In July 2020, BeiGene (Guangzhou) invested $11,782 (RMB80,000) in an existing investment fund, Guangzhou GET Phase I Biomedical Industry Investment Fund Partnership (Limited Partnership) (GET Bio-fund). The stated purpose of GET Bio-fund is to promote and upgrade the local industrial transformation in Guangzhou and it is committed to invest at least 60% of the total fund in the biotechnology, medical device, and medical information industries.

GET Bio-fund has six limited partners and one general partner, Guangzhou GET Biomedical Industry Investment Fund Management Co., Ltd. (GET Bio-fund Management). GET Bio-fund has an agreed duration for seven years, with the first five years as the investment period and the following two years as the projected payback period. The agreed upon duration may be extended for two additional years with the approval of all of the partners. As of December 31, 2021, BeiGene Guangzhou, as a limited partner, holds an ownership interest in the fund of 19.3%. The investment committee for the fund has seven members, and requires resolutions to be approved by at least five of the seven members. BeiGene Guangzhou holds one position on the investment committee and GET Bio-fund Management holds three positions. The Company determined that it has the ability to exercise significant influence over the fund due to the Company's ownership interest and involvement on the investment committee, and the investment represents an equity method investment. The Company recognized losses of $145 and $68 for its portion of the fund's net loss for the years ended December 31, 2021 and 2020, respectively. As of December 31, 2021 and 2020, the carrying amount of the Company's investment in the fund was $12,333 and $12,189, respectively.

Other Equity-Method Investment

In addition to the equity-method investments mentioned above, the Company made additional equity-method investments during the years ended December 31, 2021and 2020 that it does not consider to be individually significant to its financial statements. The Company recognized the equity-method investments at cost and subsequently adjusted the basis based on the Company's share of the results of operations. The Company records its share of the investees' results of operations within other income, net.

6. Inventories

The Company's inventory balance consisted of the following:

	As of December 31,

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	2021	2020
	$	$
Raw materials	78,140	19,330
Work in process	9,397	1,378
Finished goods	155,089	68,585
Total inventories	242,626	89,293

7. 8. Manufacturing Facility in Guangzhou, China

Manufacturing legal entity structure

BeiGene Shanghai, originally established as a wholly-owned subsidiary of BeiGene (Hong Kong) Co., Ltd. (BeiGene HK), and currently a wholly-owned subsidiary of BeiGene Biologics, as described below, provides clinical development services for BeiGene affiliates and is the clinical trial authorization (CTA) holder and marketing authorization application (MAA) holder for tislelizumab in China.

In March 2017, BeiGene HK, a wholly owned subsidiary of the Company, and Guangzhou GET Technology Development Co., Ltd. (now Guangzhou High-tech Zone Technology Holding Group Co., Ltd.) (GET), entered into a definitive agreement to establish a commercial scale biologics manufacturing facility in Guangzhou, Guangdong Province, PRC. BeiGene HK and GET entered into an Equity Joint Venture Contract (the “JV Agreement”).

Under the terms of the JV Agreement, BeiGene HK made an initial cash capital contribution of RMB200,000 and a subsequent contribution of one or more biologics assets in exchange for a 95% equity interest in BeiGene Biologics. GET made a cash capital contribution of RMB100,000 to BeiGene Biologics, representing a 5% equity interest in BeiGene Biologics. In addition, on March 7, 2017, BeiGene Biologics entered into a contract with GET, under which GET agreed to provide a RMB900,000 loan (the “Shareholder "Shareholder Loan”) to BeiGene Biologics. In September 2019, BeiGene Biologics completed the first phase of construction of a biologics manufacturing facility in Guangzhou, through a wholly owned subsidiary, the BeiGene Guangzhou Biologics Manufacturing Co., Ltd. (BeiGene Guangzhou Factory), to manufacture biologics for the Company and its subsidiaries.

BeiGene HK and BeiGene Biologics subsequently entered into an Equity Transfer Agreement to transfer 100% of the equity interest of BeiGene Shanghai to BeiGene Biologics, as required by the JV agreement, such that the CTA holder and MAA holder for tislelizumab in China was controlled by BeiGene Biologics. Upon the transfer of equity in BeiGene Shanghai, BeiGene HK's equity interest in BeiGene Shanghai became 95%.

In September 2020, BeiGene HK entered into a share purchase agreement (JV (the "JV Share Purchase Agreement) Agreement") with GET to acquire GET’s 5% equity interest in BeiGene Biologics for a total purchase price of $28,723 (RMB195,262). The transaction was finalized in November 2020 upon completion of the business registration filing. The share purchase was recorded as an equity transaction. The carrying amount of the noncontrolling interest balance of $9,116 was adjusted to nil to reflect the increase in BeiGene HK’s ownership interest to 100%, and the difference in the fair value of the consideration paid and the carrying amount of the noncontrolling interest of $19,599 was recorded to additional paid in capital. In connection with the JV Share Purchase Agreement, BeiGene Biologics repaid the outstanding principal of the Shareholder Loan of $132,061 (RMB900,000) and accrued interest of $36,558 (RMB249,140).

In connection with the JV share purchase, the Company entered into a loan agreement with China Minsheng Bank for a total loan facility of up to $200,000 (Senior Loan) (the "Senior Loan"), of which $120,000 was used to fund the JV share repurchase and repayment of the shareholder loan and $80,000 could be used for general working capital purposes. The Company may extend the original maturity date for up to two additional twelve month periods. In October 2020, the Company drew down $80,000 of the working capital facility and $118,320 of the acquisition facility to be used for the JV share repurchase. On October 9, 2021, the Company repaid $198,320 and drew down $200,000$200,000 from the Senior Loan. In addition, the Company entered into a loan agreement with Zhuhai Hillhouse Zhaohui Equity Investment Partnership (Zhuhai Hillhouse) for a total loan facility of $73,640

(RMB500,000) (Related (the "Related Party Loan) Loan"), of which $14,728 (RMB100,000) can be used for general corporate purposes and $58,912 (RMB400,000) can only be applied towards the repayment of the Senior Loan facility, including principal, interest and fees. The Company has drawn drew down $15,693 (RMB100,000) of the Related Party Loan as of December 31, 2021. and repaid the loan in full in November of 2022. See Note 13 14 for further discussion of the loans.

8. 9. Leases

The Company has operating leases for office and manufacturing facilities in the United States, Switzerland, and China. The leases have remaining lease terms of up to five years, some of which include options to extend the leases that have not been included in the calculation of the Company’s lease liabilities and ROU assets. The Company has land use rights, which represent land acquired for the biologics manufacturing facility in Guangzhou, the land acquired for the Company's research, development and office facility in Changping, Beijing, and the land acquired for the Company's research, development and manufacturing facility in Suzhou. The land use rights represent lease prepayments and are expensed over the remaining term of

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the rights, which is 50 years for the Guangzhou land use rights, 36 years for the Changping land use right, and 30 years for the Suzhou land use right. rights. The Company also has certain leases with terms of 12 months or less for certain equipment, office and lab space, which are expensed and not recorded on the balance sheet.

The components of lease expense were as follows:

		Year Ended December 31,				Year Ended December 31,		
		2021	2020	2019		2022	2021	2020
		$	$	$		$	$	$
Operating lease cost	Operating lease cost	22,536	18,271	13,980	Operating lease cost	25,938	22,536	18,271
Variable lease cost	Variable lease cost	4,892	2,465	1,784	Variable lease cost	6,834	4,892	2,465
Short-term lease cost	Short-term lease cost	1,823	1,018	1,001	Short-term lease cost	1,299	1,823	1,018
Total lease cost	Total lease cost	29,251	21,754	16,765	Total lease cost	34,071	29,251	21,754

Supplemental balance sheet information related to leases was as follows:

		As of December 31,			As of December 31,	
		2021	2020		2022	2021
		$	$		$	$
Operating lease right-of-use assets	Operating lease right-of-use assets	60,762	41,850	Operating lease right-of-use assets	56,008	60,762
Land use rights, net	Land use rights, net	56,669	48,731	Land use rights, net	53,952	56,669
Total operating lease right-of-use assets	Total operating lease right-of-use assets	117,431	90,581	Total operating lease right-of-use assets	109,960	117,431
Current portion of operating lease liabilities	Current portion of operating lease liabilities	21,925	13,895	Current portion of operating lease liabilities	24,041	21,925
Operating lease liabilities, non-current portion	Operating lease liabilities, non-current portion	43,041	29,417	Operating lease liabilities, non-current portion	34,517	43,041
Total lease liabilities	Total lease liabilities	64,966	43,312	Total lease liabilities	58,558	64,966

Maturities of operating lease liabilities are as follows:

	$
Year ending December 31, 2022	24,225
Year ending December 31, 2023	20,072 26,278
Year ending December 31, 2024	16,103 21,647
Year ending December 31, 2025	8,272 11,312
Year ending December 31, 2026	1,546 2,821
Year ending December 31, 2027	966
Total lease payments	70,218 63,024
Less imputed interest	(5,252) (4,466)
Present value of lease liabilities	64,966 58,558

Other supplemental information related to leases is summarized below:

	Year ended December 31,		
	2022	2021	2020

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	$	$	$
Operating cash flows used in operating leases	28,064	19,962	17,571
ROU assets obtained in exchange for new operating lease liabilities	22,278	37,454	17,634

	As of December 31,	
	2022	2021
Weighted-average remaining lease term (years)	3	3
Weighted-average discount rate	5.76 %	5.15 %

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Other supplemental information related to leases is summarized below:

	Year ended December 31,		
	2021	2020	2019
	$	$	$
Operating cash flows used in operating leases	19,962	17,571	12,405
ROU assets obtained in exchange for new operating lease liabilities	37,454	17,634	20,108

	As of December 31,	
	2021	2020
Weighted-average remaining lease term (years)	3	3
Weighted-average discount rate	5.15 %	6.26 %

9. 10. Property, Plant and Equipment, Net

Property, plant and equipment, net are recorded at cost less accumulated depreciation and consisted of the following:

		As of December 31,			As of December 31,	
		2021	2020		2022	2021
		$	$		$	$
Land	Land	65,485	—	Land	65,485	65,485
Laboratory equipment	Laboratory equipment	118,203	78,640	Laboratory equipment	158,908	118,203
Leasehold improvements	Leasehold improvements	50,288	37,643	Leasehold improvements	53,786	50,288
Building	Building	144,083	111,527	Building	222,448	144,083
Manufacturing equipment	Manufacturing equipment	119,585	96,669	Manufacturing equipment	175,679	119,585
Software, electronics and office equipment	Software, electronics and office equipment	27,404	20,782	Software, electronics and office equipment	47,483	27,404
Property and equipment, at cost	Property and equipment, at cost	525,048	345,261	Property and equipment, at cost	723,789	525,048
Less: Accumulated depreciation	Less: Accumulated depreciation	(124,286)	(73,354)	Less: Accumulated depreciation	(171,470)	(124,286)
Construction in progress	Construction in progress	186,843	85,779	Construction in progress	293,627	186,843
Property, plant and equipment, net	Property, plant and equipment, net	587,605	357,686	Property, plant and equipment, net	845,946	587,605

In November 2021, the Company purchased a 42-acre site located in Hopewell, NJ for $75,197. The total purchase price was allocated between the land and an existing building on the property based on their relative fair values. The Company plans to construct is constructing a biologics manufacturing facility and research and development center on the land. Construction had not yet commenced as of December 31, 2021.

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Construction in progress (CIP) as of December 31, 2021 December 31, 2022 and 2020 2021 primarily related to the buildout construction of the manufacturing and clinical R&D campus in Hopewell, a new building for Beijing Innerway Bio-tech Co., Ltd., and additional capacity at the Guangzhou and Suzhou manufacturing facilities. CIP by fixed asset class are summarized as follows:

		As of December 31,			As of December 31,	
		2021	2020		2022	2021
		$	$		$	$
Building	Building	90,229	48,824	Building	224,392	90,229
Manufacturing equipment	Manufacturing equipment	63,361	29,858	Manufacturing equipment	33,332	63,361
Laboratory equipment	Laboratory equipment	17,178	4,507	Laboratory equipment	12,256	17,178
Other	Other	16,075	2,590	Other	23,647	16,075
Total	Total	186,843	85,779	Total	293,627	186,843

Depreciation expense for the years ended December 31, 2021 December 31, 2022, 2021 and 2020 were $62,302, $44,742 and 2019 were $44,742, $30,943, and $17,291, respectively.

11. Intangible Assets

Intangible assets as of December 31, 2022 and December 31, 2021 are summarized as follows:

	December 31, 2022			December 31, 2021		
	Gross carrying amount	Accumulated amortization	Intangible assets, net	Gross carrying amount	Accumulated amortization	Intangible assets, net
	$	$	$	$	$	$
Finite-lived intangible assets:						
Product distribution rights	7,500	(4,000)	3,500	7,500	(3,250)	4,250
Developed products	41,235	(4,119)	37,116	43,394	(965)	42,429
Trading license	816	(816)	—	816	(816)	—
Total finite-lived intangible assets	49,551	(8,935)	40,616	51,710	(5,031)	46,679

10. Intangible Assets

Intangible assets as of December 31, 2021 and December 31, 2020 are summarized as follows:

	December 31, 2021			December 31, 2020		
	Gross carrying amount	Accumulated amortization	Intangible assets, net	Gross carrying amount	Accumulated amortization	Intangible assets, net
	$	$	$	$	$	$
Finite-lived intangible assets:						
Product distribution rights	7,500	(3,250)	4,250	7,500	(2,500)	5,000
Developed products	43,394	(965)	42,429	—	—	—
Trading license	816	(816)	—	816	(816)	—
Total finite-lived intangible assets	51,710	(5,031)	46,679	8,316	(3,316)	5,000

Product distribution rights consist of distribution rights for the approved cancer therapies licensed from BMS as part of the BMS collaboration. The Company is amortizing the product distribution rights, as a single identified asset, over a period the term of the license agreement of 10 years from the date of acquisition. Developed products represent the post-approval milestone payments under the license agreement with Merck KGaA that was terminated during the year ended December 31, 2018 and the license and commercialization agreements with EUSA Pharma and Bio-Thera. agreements. The Company is amortizing the developed products over the remainder of the respective product

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patent or the term of the commercialization agreements. Trading license represents the Guangzhou drug distribution license acquired in September 2018. The Company amortized the drug distribution trading license over the remainder of the initial license term through February 2020. The trading license has been renewed through February 2024.

Amortization expense for developed products is included in cost of sales - product in the accompanying consolidated statements of operations. Amortization expense for product distribution rights and trading licenses is included in operating expenses in the accompanying consolidated statements of operations. The weighted-average life for each finite-lived intangible assets is approximately 13 12 years. Amortization expense is as follows:

		Year Ended December 31,				Year Ended December 31,		
		2021	2020	2019		2022	2021	2020
		$	$	$		$	$	$
Amortization expense - Cost of sales - product	Amortization expense - Cost of sales - product	965	—	—	Amortization expense - Cost of sales - product	3,225	965	—
Amortization expense - Operating expense	Amortization expense - Operating expense	750	846	1,326	Amortization expense - Operating expense	751	750	846
Total	Total	1,715	846	1,326	Total	3,976	1,715	846

Estimated amortization expense for each of the five succeeding years and thereafter, as of December 31, 2021 December 31, 2022 is as follows:

Year Ending December 31,	Cost of Sales - Product	Operating Expenses	Total
	$	$	$
2022	3,314	750	4,064
2023	3,314	750	4,064
2024	3,314	750	4,064
2025	3,314	750	4,064
2026	3,314	750	4,064
2027 and thereafter	25,859	500	26,359
Total	42,429	4,250	46,679

Year Ending December 31,	Cost of Sales - Product	Operating Expenses	Total
	$	$	$
2023	3,170	750	3,920
2024	3,170	750	3,920
2025	3,170	750	3,920
2026	3,170	750	3,920
2027	3,170	500	3,670
2028 and thereafter	21,266	—	21,266
Total	37,116	3,500	40,616

12. Income Taxes

The components of income (loss) before income taxes are as follows:

	Year Ended December 31,		
	2022	2021	2020
	$	$	$
PRC	(583,610)	(606,752)	(369,066)
U.S.	67,744	34,923	33,608
Other	(1,445,171)	(866,759)	(1,282,736)
Total	(1,961,037)	(1,438,588)	(1,618,194)

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11. Income Taxes

The components of income (loss) before income taxes are as follows:

	Year Ended December 31,		
	2021	2020	2019
	$	$	$
PRC	(606,752)	(369,066)	(231,997)
U.S.	34,923	33,608	24,478
Other	(866,759)	(1,282,736)	(736,067)
Total	(1,438,588)	(1,618,194)	(943,586)

The current and deferred components of the income tax expense (benefit) from continuing operations are as follows:

	Year Ended December 31,				Year Ended December 31,		
	2021	2020	2019		2022	2021	2020
	$	$	$		$	$	$
Current Tax Expense (Benefit):				**Current Tax Expense (Benefit):**			
PRC	15,252	16,121	16,368	PRC	27,905	15,252	16,121
U.S.	(9)	(5,678)	65	U.S.	4,844	(9)	(5,678)
Other	805	68	12	Other	6,547	805	68
Total	16,048	10,511	16,445	Total	39,296	16,048	10,511
Deferred Tax Expense (Benefit):				**Deferred Tax Expense (Benefit):**			
PRC	7,516	(1,152)	(4,738)	PRC	3,480	4,919	(114)
U.S.	(47,094)	(27,030)	(4,715)	U.S.	—	(35)	—
Other	(1,704)	—	—	Other	2	(1,704)	—
Total	(41,282)	(28,182)	(9,453)	Total	3,482	3,180	(114)
Income Tax (Benefit) Expense	(25,234)	(17,671)	6,992	**Income Tax (Benefit) Expense**	42,778	19,228	10,397

The reconciliation of the statutory tax rate to our effective income tax rate is as follow:

	Year Ended December 31,				Year Ended December 31,		
	2021	2020	2019		2022	2021	2020
	$	$	$		$	$	$
Loss before tax	(1,438,588)	(1,618,194)	(943,586)	Loss before tax	(1,961,037)	(1,438,588)	(1,618,194)
China statutory tax rate	25 %	25 %	25 %	China statutory tax rate	25 %	25 %	25 %
Expected taxation at China statutory tax rate	(359,647)	(404,549)	(235,897)	Expected taxation at China statutory tax rate	(490,259)	(359,647)	(404,549)
Foreign and preferential tax rate differential	185,874	218,473	191,820	Foreign and preferential tax rate differential	288,133	185,874	218,473
Non-deductible expenses	(2,826)	8,436	(273)	Non-deductible expenses	30,598	(2,826)	8,436
Stock compensation expenses	(27,411)	(22,032)	(5,698)	Stock compensation expenses	33,872	(27,411)	(22,032)

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Effect of tax rate change	Effect of tax rate change	—	(3,827)	(63,395)	Effect of tax rate change	—	—	(3,827)
Change in valuation allowance	Change in valuation allowance	210,306	209,085	146,118	Change in valuation allowance	229,550	254,768	237,153
Research tax credits and incentives	Research tax credits and incentives	(31,530)	(23,257)	(25,683)	Research tax credits and incentives	(49,116)	(31,530)	(23,257)
Taxation for the year	Taxation for the year	(25,234)	(17,671)	6,992	Taxation for the year	42,778	19,228	10,397
Effective tax rate	Effective tax rate	1.8 %	1.1 %	(0.7) %	Effective tax rate	(2.2) %	(1.3) %	(0.6) %

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Significant components of deferred tax assets (liabilities) are as follows:

		Year Ended December 31,				Year Ended December 31,		
		2021	2020	2019		2022	2021	2020
		$	$	$		$	$	$
Deferred Tax Assets:								
Deferred tax assets (liabilities):					**Deferred tax assets (liabilities):**			
Accruals and reserves	Accruals and reserves	84,766	33,512	27,304	Accruals and reserves	97,896	84,766	33,512
Net operating losses carryforward	Net operating losses carryforward	625,114	358,425	155,499	Net operating losses carryforward	862,214	625,114	358,425
Stock-based compensation	Stock-based compensation	14,982	13,981	12,651	Stock-based compensation	19,700	14,982	13,981
Research tax credits	Research tax credits	82,060	58,835	33,979	Research tax credits	86,000	82,060	58,835
Depreciable and amortizable assets	Depreciable and amortizable assets	937,069	724,779	575,128	Depreciable and amortizable assets	798,563	937,069	724,779
Lease liability obligation	Lease liability obligation	11,571	9,066	7,864	Lease liability obligation	10,348	11,571	9,066
					R&D and other capitalized costs	63,156	—	—
					Right of use asset	(10,098)	(11,322)	(8,843)
Gross deferred tax assets	Gross deferred tax assets	1,755,562	1,198,598	812,425	Gross deferred tax assets	1,927,779	1,744,240	1,189,755
Less valuation allowance	Less valuation allowance	(1,647,985)	(1,134,585)	(777,583)	Less valuation allowance	(1,943,775)	(1,758,409)	(1,200,547)
Total deferred tax assets		107,577	64,013	34,842				
Deferred tax liabilities:								
Right of use lease asset		(11,322)	(8,843)	(7,480)				
Total deferred tax liabilities		(11,322)	(8,843)	(7,480)				
Net deferred tax asset		96,255	55,170	27,362				

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Net deferred tax liabilities	Net deferred tax liabilities	(15,996)	(14,169)	(10,792)

Valuation allowances have been provided on deferred tax assets where, based on all available evidence, it was considered more likely than not that some portion or all of the recorded deferred tax assets will not be realized in future periods. After consideration of all positive and negative evidence, the Company believes that as of December 31, 2021, 2022, it is more likely than not that certain deferred tax assets will not be realized for our subsidiaries in Australia, Switzerland, the United States, and for certain subsidiaries in China. For the years ended December 31, 2021 2022 and 2020 2021, there were increases in the valuation allowance of $210,306 $229,550 and $209,085, $254,768, respectively. Adjustments may be required in the future if the Company estimates that the amount of deferred tax assets to be realized is more or less than the net amount recorded.

As of December 31, 2021 2022 and 2020 2021, the Company had net operating losses of approximately $3,644,005 $5,077,247 and $2,230,857, $3,644,981, respectively. As of December 31, 2021, 2022, net operating losses were primarily comprised of: $942,541 $1,633,101 from entities in the PRC which expire in years 2023 2024 through 2031; $2,325,359 2032; $3,397,529 derived from Switzerland which expires in years 2025 through 2028; 2029; and, $351,645 $26,079 derived from entities in the United States that have an indefinite carryforward. The Company has approximately $88,632 $108,861 of U.S. research tax credits which will expire between 2035 2036 and 2041, 2042, if not utilized.

The gross unrecognized tax benefits for the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019 2020 were as follows:

		Year Ended December 31,				Year Ended December 31,		
		2021	2020	2019		2022	2021	2020
		$	$	$		$	$	$
Beginning balance, as of January 1	Beginning balance, as of January 1	7,123	4,633	2,295	Beginning balance, as of January 1	9,925	7,123	4,633
Additions based on tax positions related to prior tax years	Additions based on tax positions related to prior tax years	—	—	46	Additions based on tax positions related to prior tax years	—	—	—
Reductions based on tax positions related to prior tax years	Reductions based on tax positions related to prior tax years	—	—	(17)	Reductions based on tax positions related to prior tax years	—	—	—
Additions based on tax positions related to the current tax year	Additions based on tax positions related to the current tax year	2,802	2,497	2,435	Additions based on tax positions related to the current tax year	1,630	2,802	2,497
Reductions based on lapse of statute of limitations	Reductions based on lapse of statute of limitations	—	(7)	(126)	Reductions based on lapse of statute of limitations	—	—	(7)
Ending balance, as of December 31	Ending balance, as of December 31	9,925	7,123	4,633	Ending balance, as of December 31	11,555	9,925	7,123

Current and prior year additions include an assessment of U.S. federal and state tax credits and incentives. None of the unrecognized tax benefits as of December 31, 2021 December 31, 2022 would impact the consolidated income tax rate if ultimately recognized due to valuation allowances. The Company does not anticipate that the amount of existing unrecognized tax benefits will significantly change within the next 12 months.

to valuation allowances. The Company does not anticipate that the amount of existing unrecognized tax benefits will significantly change within the next 12 months.

The Company has elected to record interest and penalties related to income taxes as a component of income tax expense. For the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019, 2020, the Company's accrued interest and penalties, where applicable, related to uncertain tax positions were not material.

The Company conducts business in a number of tax jurisdictions and, as such, is required to file income tax returns in multiple jurisdictions globally. As of December 31, 2021 December 31, 2022, Australia tax matters are open to examination for the years 2013 through 2021, 2022, China tax matters are open to examination for the years 2011 2012 through 2021, 2022, Switzerland tax matters are open to examination for the years 2018 through 2021, 2022, and U.S. federal tax matters are open to examination for years 2015 through 2021. 2022. Various U.S. states and other non-US tax jurisdictions in which the Company files tax returns remain open to examination for 2011 2012 through 2021. 2022.

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The Company qualifies for the Technology Advanced Service Enterprises (TASE) and High and New Technology Enterprise (HNTE) status for certain subsidiaries in China, which expire at the end of 2022. 2025. The income tax benefits attributable to this status for the year ended December 31, 2021 December 31, 2022 is approximately $2,863, $3,894, or less than $0.01 per share outstanding.

During the years ended December 31, 2021 and 2020, the Company completed intra-group transfers of certain intangible assets in anticipation of potential commercialization, which resulted in the establishment of deferred tax assets that were fully offset by valuation allowances.

As of December 31, 2021 December 31, 2022, the Company asserts indefinite reinvestment on the excess of the financial reporting bases over tax bases in the Company's investments in foreign subsidiaries to the extent reversal would incur a significant tax liability. A deferred tax liability has not been established for the approximately $1,844 $2,379 of cumulative undistributed foreign earnings. Determination of the unrecognized deferred tax liability is not practicable due to the uncertainty and overall complexity of the hypothetical calculation.

12. 13. Supplemental Balance Sheet Information

Changes in the allowance for credit losses related to trade accounts receivable consist of the following:

		Year Ended December 31,			Year Ended December 31,		
		2021	2020		2022	2021	2020
		$	$		$	$	
Beginning balance, as of January 1	Beginning balance, as of January 1	112	—	Beginning balance, as of January 1	415	112	—
Provision charged to selling, general and administrative expenses	Provision charged to selling, general and administrative expenses	309	109	Provision charged to selling, general and administrative expenses	(219)	309	109
Amounts written-off, net of recoveries of amounts previously reserved	Amounts written-off, net of recoveries of amounts previously reserved	—	—	Amounts written-off, net of recoveries of amounts previously reserved	1	—	—
Exchange rate changes	Exchange rate changes	(6)	3	Exchange rate changes	14	(6)	3
Ending balance, as of December 31	Ending balance, as of December 31	415	112	Ending balance, as of December 31	211	415	112

Prepaid expenses and other current assets consist of the following:

		As of December 31,			As of December 31,	
		2021	2020		2022	2021
		$	$		$	$
Prepaid research and development costs	Prepaid research and development costs	87,239	71,341	Prepaid research and development costs	71,488	87,239
Prepaid taxes	Prepaid taxes	58,579	30,392	Prepaid taxes	20,478	58,579
Other receivables	Other receivables	12,010	12,651	Other receivables	22,777	12,010
Interest receivable	Interest receivable	5,052	6,619	Interest receivable	3,039	5,052
Prepaid insurance	Prepaid insurance	1,695	1,347	Prepaid insurance	3,664	1,695
Prepaid manufacturing cost	Prepaid manufacturing cost	78,538	25,996	Prepaid manufacturing cost	58,950	78,538
Short-term deposit				Short-term deposit	1,510	2,982
Other current assets	Other current assets	27,060	11,666	Other current assets	34,647	24,078
Total	Total	270,173	160,012	Total	216,553	270,173

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Other non-current assets consist of the following:

	As of December 31,			As of December 31,	
	2021	2020		2022	2021

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		$	$		$	$
Goodwill	Goodwill	109	109	Goodwill	109	109
Prepayment of property and equipment	Prepayment of property and equipment	14,140	16,984	Prepayment of property and equipment	22,025	14,140
Payment of facility capacity expansion activities (1)		24,237	29,778			
Prepaid supply cost (1)				Prepaid supply cost (1)	48,642	24,237
Prepaid VAT	Prepaid VAT	17,162	10,913	Prepaid VAT	804	17,162
Rental deposits and other	Rental deposits and other	6,609	5,962	Rental deposits and other	7,054	6,609
Long-term investments	Long-term investments	100,792	49,344	Long-term investments	91,779	100,792
Total	Total	163,049	113,090	Total	170,413	163,049

(1) Represents payments for future supply purchases under the license agreement with Luye and facility expansion under commercial supply agreements. The payments are providing future benefit to the Company through credits on commercial supply purchases.

Accrued expenses and other payables consisted of the following:

		As of December 31,			As of December 31,	
		2021	2020		2022	2021
		$	$		$	$
Compensation related	Compensation related	139,966	106,765	Compensation related	184,775	139,966
External research and development activities related	External research and development activities related	213,922	143,302	External research and development activities related	139,168	213,922
Commercial activities	Commercial activities	71,560	66,131	Commercial activities	51,806	71,560
Individual income tax and other taxes	Individual income tax and other taxes	45,661	14,373	Individual income tax and other taxes	18,815	45,661
Sales rebates and returns related	Sales rebates and returns related	59,639	11,874	Sales rebates and returns related	41,817	59,639
Other	Other	27,307	3,699	Other	30,971	27,307
Total accrued expenses and other payables	Total accrued expenses and other payables	558,055	346,144	Total accrued expenses and other payables	467,352	558,055

Other long-term liabilities consist of the following:

		As of December 31,			As of December 31,	
		2021	2020		2022	2021
		$	$		$	$
Deferred government grant income	Deferred government grant income	46,352	49,139	Deferred government grant income	38,176	46,352
Pension liability	Pension liability	7,814	8,113	Pension liability	7,760	7,814
Other	Other	68	177	Other	159	68
Total other long-term liabilities	Total other long-term liabilities	54,234	57,429	Total other long-term liabilities	46,095	54,234

14. Debt

The following table summarizes the Company's short-term and long-term debt obligations as of December 31, 2022 and 2021:

Lender	Agreement Date	Line of Credit	Term	Maturity Date	Interest Rate	As of December 31, 2022	As of December 31, 2021

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						$	RMB	$	RMB
China Construction Bank	April 4, 2018	RMB580,000	9-year	April 4, 2027	(1)	7,250	50,000	1,255	8,000
China Merchants Bank	January 22, 2020	(2)	9-year	January 20, 2029	(2)	1,450	10,000	1,569	10,000
China Merchants Bank	November 9, 2020	RMB378,000	9-year	November 8, 2029	(3)	5,437	37,500	—	—

13. Debt

The following table summarizes the Company's short-term and long-term debt obligations as of December 31, 2021 and 2020:

Lender	Agreement Date	Line of Credit	Term	Maturity Date	Interest Rate	As of December 31, 2021 $	2021 RMB	2020 $	2020 RMB
China Construction Bank	April 4, 2018	RMB580,000	9-year	April 4, 2027	(1)	1,255	8,000	307	2,000
China Merchants Bank	January 22, 2020	(2)	9-year	January 20, 2029	(2)	1,569	10,000	—	—
China Minsheng Bank (the "Senior Loan")	China Minsheng Bank (the "Senior Loan")	September 24, 2020	$200,000	(3)	4.5%	200,000	1,274,535	198,320	1,294,010
Zhuhai Hillhouse (the "Related Party Loan")	Zhuhai Hillhouse (the "Related Party Loan")	September 24, 2020	RMB500,000	(4)	4.5%	15,693	100,000	15,326	100,000
Other short-term debt (5)						209,048	1,332,197	121,062	789,918
Total short-term debt	Total short-term debt					427,565	2,724,732	335,015	2,185,928
China Construction Bank	China Construction Bank	April 4, 2018	RMB580,000	9-year	April 4, 2027	(1)	89,444	570,000	88,584	578,000
China Merchants Bank	China Merchants Bank	January 22, 2020	(2)	9-year	January 20, 2029	(2)	53,353	340,000	53,641	350,000
China Merchants Bank	China Merchants Bank	November 9, 2020	RMB378,000	9-year	November 8, 2029	(6)	59,316	378,000	41,412	270,206
Total long-term debt	Total long-term debt						202,113	1,288,000	183,637	1,198,206

Lender	Agreement Date	Line of Credit	Term	Maturity Date	Interest Rate	As of December 31, 2022 $	2022 RMB	2021 $	2021 RMB
China Minsheng Bank (the "Senior Loan")	September 24, 2020	$200,000	(4)		4.3%	150,000	1,034,554	200,000	
Zhuhai Hillhouse (the "Related Party Loan")	September 24, 2020	RMB500,000	(5)		4.5%	—	—	15,693	
Shanghai Pudong Development Bank	February 25, 2022	$50,000	1-year	February 25, 2023	2.2 %	50,000	344,851	—	
Other short-term debt (6)						114,832	792,000	209,048	
Total short-term debt						328,969	2,268,905	427,565	
China Construction Bank	April 4, 2018	RMB580,000	9-year	April 4, 2027	(1)	75,395	520,000	89,444	
China Merchants Bank	January 22, 2020	(2)	9-year	January 20, 2029	(2)	49,369	340,500	53,353	
China Merchants Bank	November 9, 2020	RMB378,000	9-year	November 8, 2029	(3)	47,847	330,000	59,316	
China CITIC Bank	July 29, 2022	RMB480,000	10-year	July 28, 2032	(7)	36,537	252,000	—	
Total long-term debt						209,148	1,442,500	202,113	

1. The outstanding borrowings bear floating interest rates benchmarking RMB loan interest rates of financial institutions in the PRC. The loan interest rate was 4.9% 4.7% as of December 31, 2021 December 31, 2022. The Company repaid $312 $1,171 (or RMB2,000) RMB8,000) during the year ended December 31, 2021 December 31, 2022. The loan is secured by BeiGene Guangzhou Factory's land use right and certain Guangzhou Factory fixed assets in the first phase of the Guangzhou manufacturing facility's build out.

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2. On January 22, 2020, BeiGene Guangzhou Factory Biologics Manufacturing Co., Ltd.("BeiGene Guangzhou Factory") entered into a nine-year bank loan with China Merchants Bank to borrow up to RMB1,100,000 at a floating interest rate benchmarked against prevailing interest rates of certain PRC financial institutions. The loan is secured by Guangzhou Factory's second land use right and fixed assets that will be placed into service upon completion of the second phase of the Guangzhou manufacturing facility's build out. In connection with the Company's short-term loan agreements with China Merchants Bank entered into during the year ended December 31, 2020, the borrowing capacity was reduced from RMB1,100,000 to RMB350,000. The loan interest rate was 4.4% as of December 31, 2021 December 31, 2022. The Company repaid $1,484 (RMB10,000) during the year ended December 31, 2022. BeiGene Guangzhou Biologics Manufacturing Co., Ltd. is a company incorporated under the laws of the PRC on March 3, 2017 and a wholly owned subsidiary of BeiGene Biologics.

3. $120,000 The outstanding borrowings bear floating interest rates benchmarking RMB loan interest rates of financial institutions in the PRC. The loan interest rate was 4.0% as of December 31, 2022. The loan is secured by fixed assets that will be placed into service upon completion of the Senior Loan third phase of the Guangzhou manufacturing facility's build out.

4. In September 2020, the Company entered into a loan agreement with China Minsheng Bank for a total loan facility of up to $200,000, of which $120,000 was designated to fund the JV share purchase and repayment of the shareholder loan Shareholder Loan and $80,000 was designated for general working capital purposes. The Senior Loan had an original maturity date of October 8, 2021, which was the first anniversary of the first date of utilization of the loan. The Company may extend the original maturity date for up to two additional twelve month periods. On October 8, 2021, the Company extended the maturity date for twelve months to October 8, 2022 and repurposed the Senior Loan for general working capital purposes. On October 9, 2021 September 30, 2022, the Company entered into an amendment and restatement agreement with China Minsheng Bank to extend the maturity date. On October 10, 2022, the Company repaid $198,320 200,000 and drew down $200,000$150,000 from the Senior Loan. Loan.

4. 5. RMB100,000 In September 2020, the Company entered into a loan agreement with Zhuhai Hillhouse Zhaohui Equity Investment Partnership (Zhuhai Hillhouse) for a total loan facility of the Related Party Loan was designated $73,640 (RMB500,000), of which $14,728 (RMB100,000) can be used for general corporate purposes and RMB400,000 was designated for $58,912 (RMB400,000) can only be applied towards the repayment of the Senior Loan facility, including principal, interest and fees. The loan originally matured at the earlier of: (i) November 9, 2021, which is one month after the Senior Loan maturity date, if not extended, or (ii) 10 business days after the Senior Loan is fully repaid. On October 8, 2021, the Company extended the maturity date of the Related Party Loan to the earlier of: (i) November 9, 2022, which is one month after the Senior Loan maturity date, if not extended, or (ii) 10 business days after the Senior Loan is fully repaid. On October 10, 2022, the Company repaid in full the outstanding borrowing in the amount of $13,980 (RMB100,000). Zhuhai Hillhouse is a related party of the Company, as it is an affiliate of Hillhouse Capital. Hillhouse Capital is a shareholder of the Company, and a Hillhouse Capital employee is a member of the Company's board of directors.

5. 6. During the three years ended December 31, 2021 and 2020, December 31, 2022, the Company entered into additional short-term working capital loans with China Industrial Bank and China Merchants Bank to borrow up to RMB1,940,000 RMB2,435,000 in aggregate, with maturity dates ranging from April 19, 2021 January 19, 2021 to December 15, 2022 September 18, 2023. The Company drew down $206,449 (RMB1,332,197) $113,774 (RMB792,000) during the year ended December 31, 2021 December 31, 2022. The Company repaid $123,122 (RMB789,918) $200,446 (RMB1,332,197) of the short-term loans during the year ended. December 31, 2021 December 31, 2022. The weighted average interest rate for the short-term working capital loans was approximately 4.2% 2.6% as of December 31, 2021 December 31, 2022.

6. 7. The outstanding borrowings bear In July 2022, the Company entered into a 10-year bank loan agreement with China CITIC Bank to borrow up to RMB480,000 at a floating interest rates benchmarking RMB loan rate benchmarked against prevailing interest rates of certain PRC financial institutions in the PRC. institutions. The loan interest rate was 4.3% 4.2% as of December 31, 2021. The Company drew down $16,838 (RMB107,794) during the year ended December 31, 2021 December 31, 2022. The loan is secured by fixed assets that will be placed into service upon completion of BeiGene Suzhou Co., Ltd.'s land use right. The Company drew down $37,372 (RMB252,000) during the third phase of the Guangzhou manufacturing facility's build out. year ended December 31, 2022.

Contractual Maturities of Debt Obligations

The aggregate contractual maturities of all borrowings due subsequent to December 31, 2021 December 31, 2022 are as follows:

Maturity dates	Amounts
	$
Year ending December 31, 2022	427,565
Year ending December 31, 2023	15,300 328,969
Year ending December 31, 2024	31,832 29,412
Year ending December 31, 2025	38,027 35,136
Year ending December 31, 2026	42,726 44,697
Year ending December 31, 2027	44,697
Thereafter	74,228 55,206
Total	629,678 538,117

Interest Expense

Interest on bank loans and the Related Party Loan is paid quarterly until the respective loans are fully settled. Interest expense recognized for the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019 2020 amounted to $21,699, $29,263 $18,309 and $15,155, $18,309, respectively, among which, $2,594, $1,054 $338 and $4,857 $338 was capitalized, respectively.

14. 15. Product Revenue

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The Company's product revenue is primarily derived from the sale of its internally developed products BRUKINSA® in the United States and China, and tislelizumab and pamiparib in China; REVLIMID® and VIDAZA® in China under a license from BMS; XGEVA, BLINCYTO and XGEVA® and BLINCYTO®KYPROLIS in China under a license from Amgen. Amgen; and POBEVCY in China under a license from Bio-Thera.

The table below presents the Company's net product sales for the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019. 2020.

		Year Ended December 31,				Year Ended December 31,		
		2021	2020	2019		2022	2021	2020
		$	$	$		$	$	$
Product revenue - gross	Product revenue - gross	748,824	324,672	228,760	Product revenue - gross	1,438,440	748,824	324,672
Less: Rebates and sales returns	Less: Rebates and sales returns	(114,837)	(15,798)	(6,164)	Less: Rebates and sales returns	(183,828)	(114,837)	(15,798)
Product revenue - net	Product revenue - net	633,987	308,874	222,596	Product revenue - net	1,254,612	633,987	308,874

The following table disaggregates net product revenue by product for the years ended December 31, 2021, 2020 and 2019.

	Year Ended December 31,		
	2021	2020	2019
	$	$	$
Tislelizumab	255,119	163,358	—
BRUKINSA®	217,987	41,702	1,039
REVLIMID®	70,065	47,372	78,044
VIDAZA®	19,591	29,975	32,234
ABRAXANE®	—	17,770	111,279
XGEVA®	45,956	8,496	—
BLINCYTO®	12,515	—	—
Other	12,754	201	—
Total product revenue - net	633,987	308,874	222,596

BEIGENE, LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021 2020 AND 2019 2020
(Amounts in thousands of U.S. Dollar ("$") and Renminbi ("RMB"),
except for number of shares and per share data)

The following table disaggregates net product revenue by product for the years ended December 31, 2022, 2021 and 2020.

	Year Ended December 31,		
	2022	2021	2020
	$	$	$
BRUKINSA®	564,651	217,987	41,702
Tislelizumab	422,885	255,119	163,358
REVLIMID®	79,049	70,065	47,372
XGEVA®	63,398	45,956	8,496
POBEVCY®	38,124	1,353	—
BLINCYTO®	36,107	12,515	—
KYPROLIS®	13,696	—	—
VIDAZA®	15,213	19,591	29,975
Pamiparib	5,460	3,661	—
ABRAXANE®	—	—	17,770

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Other	16,029	7,740	201
Total product revenue - net	1,254,612	633,987	308,874

The following table presents the roll-forward of accrued sales rebates and returns for the years ended December 31, 2021 December 31, 2022 and December 31, 2020 December 31, 2021.

	Year Ended December 31,	
	2021	2020
	$	$
Beginning balance, as of January 1	11,874	3,198
Accrual	114,837	15,798
Payment	(67,072)	(7,122)
Ending balance, as of December 31	59,639	11,874

Sales rebates accrued and paid during the year ended December 31, 2021 increased as a result of compensating distributors for products previously sold at the pre-NRDL price, which remained in the distribution channel, due to the first inclusion of tislelizumab, BRUKINSA® and XGEVA® in the NRDL effective March 1, 2021 and additional indications for tislelizumab, BRUKINSA® and pamiparib effective January 1, 2022. The impact of the NRDL price reductions on net revenue totaled $57,450 for the year ended December 31, 2021. The majority of the accrued compensation related to sales of tislelizumab.

	Year Ended December 31,	
	2022	2021
	$	$
Beginning balance, as of January 1	59,639	11,874
Accrual	183,828	114,837
Payment	(201,650)	(67,072)
Ending balance, as of December 31	41,817	59,639

15. 16. Loss Per Share

Loss per share was calculated as follows:

		Year Ended December 31,				Year Ended December 31,		
		2021	2020	2019		2022	2021	2020
		$	$	$		$	$	$
Numerator:	Numerator:				Numerator:			
Net loss	Net loss	(1,413,354)	(1,600,523)	(950,578)	Net loss	(2,003,815)	(1,457,816)	(1,628,591)
Less: Net loss attributable to noncontrolling interest	Less: Net loss attributable to noncontrolling interest	—	(3,617)	(1,950)	Less: Net loss attributable to noncontrolling interest	—	—	(3,617)
Net loss attributable to BeiGene, Ltd.	Net loss attributable to BeiGene, Ltd.	(1,413,354)	(1,596,906)	(948,628)	Net loss attributable to BeiGene, Ltd.	(2,003,815)	(1,457,816)	(1,624,974)
Denominator:	Denominator:				Denominator:			
Weighted average shares outstanding for computing basic and diluted loss per share	Weighted average shares outstanding for computing basic and diluted loss per share	1,206,210,049	1,085,131,783	780,701,283	Weighted average shares outstanding for computing basic and diluted loss per share	1,340,729,572	1,206,210,049	1,085,131,783
Net loss per share attributable to BeiGene, Ltd., basic and diluted	Net loss per share attributable to BeiGene, Ltd., basic and diluted	(1.17)	(1.47)	(1.22)	Net loss per share attributable to BeiGene, Ltd., basic and diluted	(1.49)	(1.21)	(1.50)

For the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019, 2020, the computation of basic loss per share using the two-class method was not applicable, as the Company was in a net loss position.

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The effects of all share options and restricted share units were excluded from the calculation of diluted loss per share as their effect would have been anti-dilutive during the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019. 2020.

16. 17. Share-Based Compensation Expense

2016 Share Option and Incentive Plan

In January 2016, in connection with its U.S. IPO, the board of directors and shareholders of the Company approved the 2016 Share Option and Incentive Plan (the "2016 Plan"), which became effective in February 2016. The Company initially reserved 65,029,595 ordinary shares for the issuance of awards under the 2016 Plan, plus any shares available under the 2011 Option Plan (the "2011 Plan"), and not subject to any outstanding options as of the effective date of the 2016 Plan, along with underlying share awards under the 2011 Plan that are cancelled or forfeited without issuance of ordinary shares. As of December 31, 2021 December 31, 2022, ordinary shares cancelled or forfeited under the 2011 Plan that were carried over to the 2016 Plan totaled 5,166,510. 5,166,653. The 2016 Plan provided for an annual increase in the shares available for issuance, to be added on the first day of each fiscal year, beginning on January 1, 2017, equal to the lesser of (i) five percent (5)% of the outstanding shares of the Company's ordinary shares on the last day of the immediately preceding fiscal year or (ii) such number of shares determined by the Company's board of directors or the compensation committee. On January 1, 2018, 29,603,616 ordinary shares were added

to the 2016 Plan under this provision. However, in August 2018, in connection with the Hong Kong IPO, the board of directors of the Company approved an amended and restated 2016 Plan to remove this "evergreen" provision and implement other changes required by the Hong Kong Stock Exchange (HKEx) rules. In December 2018, the shareholders of the Company approved a second amended and restated 2016 Plan to increase the number of shares authorized for issuance by 38,553,159 ordinary shares, as well as amend the cap on annual compensation to independent directors and make other changes. In June 2020, the shareholders approved an Amendment No. 1 to the 2016 Plan to increase the number of shares authorized for issuance by 57,200,000 ordinary shares and to extend the term of the plan through April 13, 2030. The number of shares available for issuance under the 2016 Plan is subject to adjustment in the event of a share split, share dividend or other change in the Company's capitalization.

As of December 31, 2021 December 31, 2022, share-based awards to acquire 50,886,939 75,034,504 ordinary shares were available for future grant under the 2016 Plan.

In order to continue to provide incentive opportunities under the 2016 Plan, the Board of Directors and shareholders of the Company approved an amendment to the 2016 Plan (the "Amendment No. 2"), which became effective as of June 22, 2022, to increase the number of authorized shares available for issuance under the 2016 Plan by 66,300,000 ordinary shares, or 5%, of the Company's outstanding shares as of March 31, 2022.

2018 Inducement Equity Plan

In June 2018, the board of directors of the Company approved the 2018 Inducement Equity Plan (the "2018 Plan") and reserved 12,000,000 ordinary shares to be used exclusively for grants of awards to individuals who were not previously employees of the Company or its subsidiaries, as a material inducement to the individual's entry into employment with the Company or its subsidiaries, within the meaning of Rule 5635(c)(4) of the NASDAQ Listing Rules. The 2018 Plan was approved by the board of directors upon recommendation of the compensation committee, without shareholder approval pursuant to Rule 5635(c)(4) of the NASDAQ Listing Rules. The terms and conditions of the 2018 Plan, and the forms of award agreements to be used thereunder, are substantially similar to the 2016 Plan and the forms of award agreements thereunder. In August 2018, in connection with the listing of the Company's ordinary shares on the HKEx, the board of directors of the Company approved an amended and restated 2018 Plan to implement changes required by the HKEx rules.

As Upon the effectiveness of December 31, 2021 Amendment No. 2 to the 2016 Plan, on June 22, 2022, share-based the 2018 Plan was terminated to the effect that no new equity awards to acquire 9,344,659 ordinary shares were available for future grant shall be granted under the 2018 Plan. plan but the outstanding equity awards under the plan shall continue to vest and/or be exercisable in accordance with their terms.

2018 Employee Share Purchase Plan

In June 2018, the shareholders of the Company approved the 2018 Employee Share Purchase Plan (the ESPP). Initially, 3,500,000 ordinary shares of the Company were reserved for issuance under the ESPP. In August 2018, in connection with the Hong Kong IPO, the board of directors of the Company approved an amended and restated ESPP to remove an "evergreen" share replenishment provision originally included in the plan and implement other changes required by

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the HKEx rules. In December 2018, the shareholders of the Company approved a second amended and restated ESPP to increase the number of shares authorized for issuance by 3,855,315 ordinary shares to 7,355,315 ordinary shares. The ESPP allows eligible employees to purchase the Company's ordinary shares (including in the form of ADSs) at the end of each offering period, which will generally be six months, at a 15% discount to the market price of the Company's ADSs at the beginning or the end of each offering period, whichever is lower, using funds deducted from their payroll during the offering period. Eligible employees are able to authorize payroll deductions of up to 10% of their eligible earnings, subject to applicable limitations.

The following tables summarizes the shares issued under the ESPP:

			Market Price[1]		Purchase Price[2]		
Issuance Date	Issuance Date	Number of Ordinary Shares Issued	ADS	Ordinary	ADS	Ordinary	Proceeds
August 31, 2022							
February 28, 2022							
August 31, 2021	August 31, 2021	425,386	$ 308.30	$ 23.72	$ 262.06	$ 20.16	$ 8,575
February 26, 2021	February 26, 2021	436,124	$ 236.30	$ 18.18	$ 200.86	$ 15.45	$ 6,738
August 31, 2020	August 31, 2020	485,069	$ 164.06	$ 12.62	$ 139.45	$ 10.73	$ 5,203
February 28, 2020	February 28, 2020	425,425	$ 145.54	$ 11.20	$ 123.71	$ 9.52	$ 4,048
August 30, 2019		233,194	$ 143.75	$ 11.06	$ 122.19	$ 9.40	$ 2,192
February 28, 2019		154,505	$ 137.05	$ 10.54	$ 116.49	$ 8.96	$ 1,385

			Market Price[1]		Purchase Price[2]		
Issuance Date	Number of Ordinary Shares Issued		ADS	Ordinary	ADS	Ordinary	Proceeds
August 31, 2022	861,315		$ 171.66	$ 13.20	$ 145.91	$ 11.22	$ 9,667
February 28, 2022	667,160		$ 210.52	$ 16.19	$ 178.94	$ 13.76	$ 9,183
August 31, 2021	425,386		$ 308.30	$ 23.72	$ 262.06	$ 20.16	$ 8,575
February 26, 2021	436,124		$ 236.30	$ 18.18	$ 200.86	$ 15.45	$ 6,738
August 31, 2020	485,069		$ 164.06	$ 12.62	$ 139.45	$ 10.73	$ 5,203
February 28, 2020	425,425		$ 145.54	$ 11.20	$ 123.71	$ 9.52	$ 4,048

[1] The market price is the lower of the closing price on the NASDAQ Stock Market on the issuance date or the offering date, in accordance with the terms of the ESPP.

[2] The purchase price is the price which was discounted from the applicable market price, in accordance with the terms of the ESPP.

As of December 31, 2021 December 31, 2022, 5,194,546 3,666,071 ordinary shares were available for future issuance under the ESPP.

Share options

Generally, share options have a contractual term of 10 years and vest over a three- to five-year period, with the first tranche vesting one calendar year after the grant date or the service relationship start date and the remainder of the awards vesting on a monthly basis thereafter. Restricted shares and restricted share units generally vest over a four-year period, with the first tranche vesting one calendar year after the grant date or the service relationship start date and the remainder of the awards vesting on a yearly basis thereafter, or sometimes vest upon the achievement of pre-specified performance conditions.

The following table summarizes the Company's share option activities under the 2011, 2016 and 2018 Plans:

	Number of Options	Weighted Average Exercise Price	Weighted Average Grant Date Fair Value	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
		$	$	Years	$
Outstanding at December 31, 2018	116,082,647	3.21			
Granted	12,641,590	9.38	5.06		
Exercised	(16,730,441)	2.60			171,429
Forfeited	(3,576,542)	5.09			
Outstanding at December 31, 2019	108,417,254	3.96			
Granted	8,999,536	13.54	7.15		

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Exercised	(29,707,587)	2.82			416,509
Forfeited	(2,717,488)	7.22			
Outstanding at December 31, 2020	84,991,715	5.27			
Granted	6,244,524	26.46	12.40		
Exercised	(17,233,853)	4.52			367,110
Forfeited	(1,797,498)	13.27			
Outstanding at December 31, 2021	72,204,888	7.08		5.81	1,026,958
Exercisable as of December 31, 2021	55,576,828	4.31		5.08	919,118
Vested and expected to vest at December 31, 2021	70,043,242	6.79		5.73	1,012,938

As of December 31, 2021, the unrecognized compensation cost related to 14,466,414 unvested share options expected to vest was $88,394. This unrecognized compensation will be recognized over an estimated weighted-average amortization period of 2.1 years.

The following table summarizes the Company's share option activities under the 2011, 2016 and 2018 Plans:

	Number of Options	Weighted Average Exercise Price	Weighted Average Grant Date Fair Value	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
		$	$	Years	$
Outstanding at December 31, 2019	108,417,254	3.96			
Granted	8,999,536	13.54	7.15		
Exercised	(29,707,587)	2.82			416,509
Forfeited	(2,717,488)	7.22			
Outstanding at December 31, 2020	84,991,715	5.27			
Granted	6,244,524	26.46	12.40		
Exercised	(17,233,853)	4.52			367,110
Forfeited	(1,797,498)	13.27			
Outstanding at December 31, 2021	72,204,888	7.08			
Granted	12,516,816	12.34	6.40		
Exercised	(5,898,217)	4.63			52,258
Forfeited	(2,296,634)	16.46			
Outstanding at December 31, 2022	76,526,853	7.85		5.33	745,340,712
Exercisable as of December 31, 2022	58,017,219	5.67		4.2	673,364,735
Vested and expected to vest at December 31, 2022	73,842,956	7.60		5.2	734,904,195

As of December 31, 2022, the unrecognized compensation cost related to 15,825,737 unvested share options expected to vest was $88,859. This unrecognized compensation will be recognized over an estimated weighted-average amortization period of 2.4 years.

The total fair value of employee share option awards vested during the years ended December 31, 2021 December 31, 2022, 2021 and 2020 was $62,548, $53,571 and 2019 was $53,571, $55,127, and $58,670, respectively.

Fair value of options

The Company uses the binomial option-pricing model in determining the estimated fair value of the options granted. The model requires the input of highly subjective assumptions including the estimated expected stock price volatility and, the exercise multiple for which employees are likely to exercise share options. For expected volatilities, the trading history and observation period of the Company's own share price is used in conjunction with historical price volatilities of ordinary shares of several comparable companies in the same industry as the Company. For the exercise multiple, the Company was not able to develop an exercise pattern as reference, thus the exercise multiple is based on management's estimation, which the Company believes is representative of the future exercise pattern of the options. The risk-free rate for periods within the contractual life of the option is based on the U.S. Treasury Bills yield curve in effect at the time of grant.

The following table presents the range of fair values and the assumptions used to estimate those fair values of the share options granted in the years presented:

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	Year Ended December 31,		
	2021	2020	2019
Fair value of ordinary share	$9.94 ~ $14.97	$4.95 ~ $11.89	$4.64 ~ $8.28
Risk-free interest rate	1.1% ~ 1.7%	0.6% ~ 1.1%	1.5% ~ 2.8%
Expected exercise multiple	2.8	2.8	2.2 ~ 2.8
Expected volatility	51% ~ 59%	58% ~ 59%	58% ~ 60%
Expected dividend yield	0%	0%	0%
Contractual life	10 years	10 years	10 years

Restricted shares

The following table summarizes the Company's restricted share activities under the 2016 Plan:

	Numbers of Shares	Weighted-Average Grant Date Fair Value
		$
Outstanding at December 31, 2018	300,000	2.25
Granted	—	—
Vested	(75,000)	2.27
Forfeited	(150,000)	2.24
Outstanding at December 31, 2019	75,000	2.27
Granted	—	—
Vested	(75,000)	2.27
Forfeited	—	—
Outstanding at December 31, 2020	—	—
Granted	—	—
Vested	—	—
Forfeited	—	—
Outstanding at December 31, 2021	—	—
Expected to vest at December 31, 2021	—	—

The Company had no non-employee restricted share activities during the year ended December 31, 2021 and 2020.

As of December 31, 2021, all compensation cost related to restricted shares was fully recognized.

	Year Ended December 31,		
	2022	2021	2020
Fair value of ordinary share	$5.51 ~ $9.04	$9.94 ~ $14.97	$4.95 ~ $11.89
Risk-free interest rate	1.8% ~ 3.9%	1.1% ~ 1.7%	0.6% ~ 1.1%
Expected exercise multiple	2.8	2.8	2.8
Expected volatility	51% ~ 60%	51% ~ 59%	58% ~ 59%
Expected dividend yield	0%	0%	0%
Contractual life	10 years	10 years	10 years

Restricted shares

The following table summarizes the Company's restricted share activities under the 2016 Plan:

	Numbers of Shares	Weighted-Average Grant Date Fair Value
		$

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Outstanding at December 31, 2019	75,000	2.27
Granted	—	—
Vested	(75,000)	2.27
Forfeited	—	—
Outstanding at December 31, 2020	—	—

The Company had no restricted share activities during the year ended December 31, 2022 and 2021.

As of December 31, 2022, all compensation cost related to restricted shares was fully recognized.

Restricted share units

The following table summarizes the Company's restricted share unit activities under the 2016 and 2018 Plans:

	Numbers of Shares	Weighted-Average Grant Date Fair Value		Numbers of Shares	Weighted-Average Grant Date Fair Value
		$			$
Outstanding at December 31, 2018	14,102,452	11.85			
Granted	18,637,333	10.10			
Vested	(3,474,068)	11.75			
Forfeited	(2,413,450)	11.07			
Outstanding at December 31, 2019	26,852,267	10.72	Outstanding at December 31, 2019	26,852,267	10.72
Granted	18,820,581	14.20	Granted	18,820,581	14.20
Vested	(7,302,828)	10.88	Vested	(7,302,828)	10.88
Forfeited	(3,493,048)	11.36	Forfeited	(3,493,048)	11.36
Outstanding at December 31, 2020	34,876,972	12.50	Outstanding at December 31, 2020	34,876,972	12.50
Granted	17,173,767	25.58	Granted	17,173,767	25.58
Vested	(10,703,381)	12.23	Vested	(10,703,381)	12.23
Forfeited	(5,264,376)	15.82	Forfeited	(5,264,376)	15.82
Outstanding at December 31, 2021	36,082,982	18.33	Outstanding at December 31, 2021	36,082,982	18.33
Expected to vest at December 31, 2021	31,392,194	18.33			
Granted			Granted	38,707,669	12.46
Vested			Vested	(12,533,586)	16.37
Forfeited			Forfeited	(6,859,892)	16.72
Outstanding at December 31, 2022			Outstanding at December 31, 2022	55,397,173	14.87
Expected to vest at December 31, 2022			Expected to vest at December 31, 2022	47,392,282	14.87

As of December 31, 2021 December 31, 2022, the unrecognized compensation cost related to unvested restricted share units expected to vest was $469,862. $580,815. This unrecognized compensation will be recognized over an estimated weighted-average amortization period of 2.6 2.9 years.

Share-based compensation expense

The following table summarizes total share-based compensation cost recognized for the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019: 2020:

	Year Ended December 31,		
	2021	2020	2019
	$	$	$
Research and development	114,357	92,999	76,293
Selling, general and administrative	126,355	90,482	57,861

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Total	240,712	183,481	134,154

	Year Ended December 31,		
	2022	2021	2020
	$	$	$
Research and development	139,348	114,357	92,999
Selling, general and administrative	163,814	126,355	90,482
Total	303,162	240,712	183,481

17. 18. Accumulated Other Comprehensive (Loss) Income (Loss)

The movement of accumulated other comprehensive (loss) income (loss) was as follows:

	Foreign Currency Translation Adjustments	Unrealized Gains/Losses on Available-for-Sale Securities	Pension Liability Adjustments	Total
	$	$	$	$
December 31, 2019	(9,291)	1,290	—	(8,001)
Other comprehensive income (loss) before reclassifications	23,475	1,073	(8,113)	16,435
Amounts reclassified from accumulated other comprehensive income (loss) (1)	—	(1,492)	—	(1,492)
Net-current period other comprehensive (loss) income	23,475	(419)	(8,113)	14,943
December 31, 2020	14,184	871	(8,113)	6,942
Other comprehensive income (loss) before reclassifications	13,714	(4,504)	309	9,519
Amounts reclassified from accumulated other comprehensive income (loss) (1)	—	(67)	1,556	1,489
Net-current period other comprehensive (loss) income	13,714	(4,571)	1,865	11,008
December 31, 2021	27,898	(3,700)	(6,248)	17,950

	Foreign Currency Translation Adjustments	Unrealized Gains/Losses on Available-for-Sale Securities	Pension Liability Adjustments	Total
	$	$	$	$
December 31, 2020	14,184	871	(8,113)	6,942
Other comprehensive income (loss) before reclassifications	13,714	(4,504)	309	9,519
Amounts reclassified from accumulated other comprehensive (loss) income (1)	—	(67)	1,556	1,489
Net-current period other comprehensive (loss) income	13,714	(4,571)	1,865	11,008
December 31, 2021	27,898	(3,700)	(6,248)	17,950

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Other comprehensive income (loss) before reclassifications	Other comprehensive income (loss) before reclassifications	(90,421)	(5,311)	(446)	(96,178)
Amounts reclassified from accumulated other comprehensive (loss) income (1)	Amounts reclassified from accumulated other comprehensive (loss) income (1)	—	—	811	811
Net-current period other comprehensive (loss) income	Net-current period other comprehensive (loss) income	(90,421)	(5,311)	365	(95,367)
December 31, 2022	December 31, 2022	(62,523)	(9,011)	(5,883)	(77,417)

(1) The amounts reclassified from accumulated other comprehensive (loss) income were included in other (expense) income, net in the consolidated statements of operations.

18. 19. Shareholders' Equity

During the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019, 2020, the Company completed the following equity offerings:

In January 2020, the Company sold 15,895,001 ADSs, representing a 20.5% ownership stake in the Company, to Amgen for aggregate cash proceeds of $2,779,241, or $174.85 per ADS, pursuant to the Share Purchase Agreement executed in connection with the Amgen Collaboration Agreement. On March 17, 2020, BeiGene, Ltd. and Amgen entered into an Amendment No. 2 (the "Second Amendment") to the Share Purchase Agreement in order to account for periodic dilution from the issuance of shares by the Company, which was restated in its entirety on September 24, 2020 (the "Restated Second Amendment"). Pursuant to the Restated Second Amendment, Amgen has an option (the "Direct Purchase Option") to subscribe for additional ordinary shares of the Company in the form of ADSs (the "Additional Shares") in an amount necessary to enable it to increase (and subsequently maintain) its ownership at approximately 20.6% of the Company's outstanding shares. The Direct Purchase Option is exercisable on a monthly basis, but only if Amgen's interest in the outstanding shares of the Company at the monthly reference date is less than 20.4%. The Direct Purchase Option (i) will be exercisable by Amgen solely as a result of dilution arising from issuance of new shares under the Company's equity incentive plans from time to time, and (ii) is subject to annual approval by the Company's independent shareholders each year during the term of the Restated Second Amendment. The exercise period of the Direct Purchase Option commenced on December 1, 2020 and will terminate on the earliest of: (a) the date on which Amgen and its affiliates collectively own less than 20% of the outstanding share capital of the Company as a result of Amgen's sale of shares; (b) at least 60-day advance written notice from either Amgen or the Company that such party wishes to terminate the Direct Purchase Option; or (c) December 1, 2023. The Direct Purchase Option has no vesting period.

In July 2020, the Company issued 145,838,979 ordinary shares, par value $0.0001, to eight existing investors, including entities associated with Hillhouse Capital and Baker Bros. Advisors LP, as well as Amgen, in a registered direct offering under the Company's effective Registration Statement on Form S-3 (File No. 333-238181). Each ordinary share was sold for a purchase price of $14.2308 per share ($185.00 per ADS), resulting in net proceeds, after offering expenses, of $2,069,610. Amgen purchased 29,614,832 ordinary shares for $421,443 as part of this offering. The offering was made without an underwriter or a placement agent, and as a result the Company did not pay any underwriting discounts or commissions in connection with the offering.

In September 2021, upon Amgen's exercise of its Direct Purchase Option, the Company issued an aggregate of 165,529 ADSs, representing 2,151,877 ordinary shares, to Amgen Inc. for a total consideration of $50,000, in a private placement pursuant to a Share Purchase Agreement dated October 31, 2019, as amended on December 6, 2019 and September 24, 2020 by and between Amgen and Company.

In December 2021, the Company completed an initial public offering of (STAR Offering) on the Science and Technology Innovation Board (STAR Market) of the Shanghai Stock Exchange (SSE). The shares offered in the STAR Offering were issued to and subscribed for by permitted investors in the People's Republic of China (PRC) in Renminbi (RMB Shares). The public offering price of the RMB Shares was RMB192.60 per ordinary share, or $391.68 per ADS. In this offering, the Company sold 115,055,260 ordinary shares. Net proceeds after deducting underwriting discounts and commission and offering expenses were $3,392,616. As required by the PRC securities laws, the net proceeds from the STAR Offering must be used in strict compliance with the planned uses as disclosed in the PRC prospectus as well as the Company's proceeds management policy for the STAR Offering approved by the board of directors.

19. 20. Restricted Net Assets

The Company's ability to pay dividends may depend on the Company receiving distributions of funds from its PRC subsidiaries. Relevant PRC laws and regulations permit payments of dividends by the Company's PRC subsidiaries only out of its retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. The results of operations reflected in the consolidated financial statements prepared in accordance with GAAP differ from those reflected in the statutory financial statements of the Company's PRC subsidiaries.

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In accordance with the company law of the PRC, a domestic enterprise 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 PRC statutory accounts. A domestic enterprise is also required to provide discretionary surplus reserve, at the discretion of the Board of Directors, from the profits determined in accordance with the enterprise's PRC statutory accounts. The aforementioned reserves can only be used for specific purposes and are not distributable as cash dividends. The Company's PRC subsidiaries were established as domestic invested enterprises and therefore were subject to the above-mentioned restrictions on distributable profits.

During the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019, 2020, no appropriation to statutory reserves was made, because the PRC subsidiaries had an accumulated deficit as of the end of such periods.

As a result of these PRC laws and regulations, including the requirement to make annual appropriations of at least 10% of after-tax income and set aside as general reserve fund prior to payment of dividends, the Company's PRC subsidiaries are restricted in their ability to transfer a portion of their net assets to the Company.

Foreign exchange and other regulations in the PRC may further restrict the Company's PRC subsidiaries from transferring funds to the Company in the form of dividends, loans, and advances. As of December 31, 2021 December 31, 2022 and 2020, 2021, amounts restricted were the net assets of the Company's PRC subsidiaries, which amounted to $799,574 3,548,881 and $119,776, $760,476, respectively.

20. 21. Employee Benefit Plans

Defined Contribution Plans

Full-time employees of the Company in the PRC participate in a government mandated defined contribution plan, pursuant to which certain pension benefits, medical care, employee housing fund and other welfare benefits are provided to employees. Chinese labor regulations require that the Company's PRC subsidiaries make contributions to the government for these benefits based on certain percentages of the employees' salaries. The Company has no legal obligation for the benefits beyond the contributions made. The total amounts for such employee benefits, which were expensed as incurred, were $83,860, $63,772 $23,717 and $23,282 $23,717 for the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019, 2020, respectively.

The Company maintains a defined contribution 401(k) savings plan (the "401(k) Plan") for U.S. employees. The 401(k) Plan covers all U.S. employees, and allows participants to defer a portion of their annual compensation on a pretax basis. In addition, the Company has a matching contribution to the 401(k) Plan, which, in the 2021 plan year, matched dollar for dollar of eligible contributions up to 4%. Company contributions to the 401(k) plan totaled $10,298, $7,483 $4,840 and $2,389 $4,840 in the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019, 2020, respectively.

The Company maintains a government mandated program to cover its employees in Switzerland for pension, death, or disability. The program is considered a defined contribution plan. Employer and employee contributions are made based on various percentages of salaries and wages that vary based on employee age and other factors. Company contributions into the program amounted to $3,887, $2,986, $2,960, and $528 $2,960 in the years ended December 31, 2021 December 31, 2022, 2020 2021 and 2019, 2020, respectively.

Employee benefit expenses for the remaining subsidiaries were immaterial.

Defined Benefit Plan

The Company maintains a defined benefit pension plan covering its employees in Switzerland (the "Swiss Plan"). This plan is a government mandated fund that provides benefits to employees upon retirement, death, or disability. Contributions are made based on various percentages of participants' salaries and wages determined based on participants' age and other factors. As of December 31, 2021 December 31, 2022 and 2020, 2021, the projected benefit obligations under the Swiss Plan were approximately $34,517 $45,835 and $23,566, $34,517, respectively, and plan assets were approximately $26,703 $38,075 and $15,453, $26,703, respectively. The funded status of the Swiss Plan is included in other long-term liabilities in the accompanying consolidated balance sheets. The initial determination of the pension liability was recorded as other comprehensive loss during the year ended December 31, 2020 and subsequently amortized as a component of net periodic pension cost (see Note 17) 18).

The Company's annual contribution to the Swiss Plan is estimated to be approximately $1,604 $2,553 in 2022 2023 and is expected to evolve thereafter proportionally with changes in staffing and compensation levels, actuarial assumptions and actual investment returns on plan assets.

The following table reflects the total expected benefit payments to Swiss Plan participants and have been estimated based on the same assumptions used to measure the Company's benefit obligations as of December 31, 2021 December 31, 2022:

Year(s)	Year(s)	Amounts $	Year(s)	Amounts $
2022		44		
2023	2023	68	2023	68
2024	2024	528	2024	545
2025	2025	271	2025	442
2026	2026	197	2026	260
2027 – 2031		3,760		
2027			2027	755

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2028 – 2032			2028 – 2032	7,185
Total	Total	4,868	Total	9,255

21. 22. Commitments and Contingencies

Purchase Commitments

As of December 31, 2021 December 31, 2022, the Company had purchase commitments amounting to $168,687, $117,293, of which $75,976 $55,346 related to minimum purchase requirements for supply purchased from contract manufacturing organizations and $92,711 $61,947 related to binding purchase order obligations of inventory from BMS and Amgen. The Company does not have any minimum purchase requirements for inventory from BMS or Amgen.

Capital commitments

The Company had capital commitments amounting to $42,394 $404,914 for the acquisition of property, plant and equipment as of December 31, 2021 December 31, 2022, which were mainly for the Company's biologics manufacturing facility and clinical R&D campus in Guangzhou, China, small molecule manufacturing facility in Suzhou, China, and research and development operations Hopewell, NJ, additional capacity at the Changping facility in Guangzhou and Suzhou manufacturing facilities, and a new building for Beijing China. Innerway Bio-tech Co., Ltd.

Co-development funding commitment

Under the Amgen Collaboration Agreement, the Company is responsible for co-funding global clinical development costs for the Amgen oncology pipeline assets up to a total cap of $1,250,000. The Company is funding its portion of the co-

development costs by contributing cash and/or development services. As of December 31, 2021 December 31, 2022, the Company's remaining co-development funding commitment was $791,059. $595,702.

Research and Development Commitment

The Company entered into long-term research and development agreements, which include obligations to make upfront payments and fixed quarterly payments over the next five four years. As of December 31, 2021 December 31, 2022, the total research and development commitment amounted to $27,985. $22,327.

Funding Commitment

The Company had committed capital related to an two equity method investment investments in the amount of $15,000. $19,000. As of December 31, 2021 December 31, 2022, the remaining capital commitment was $12,750 $16,000 and is expected to be paid from time to time over the investment period.

Other Business Agreements

The Company enters into agreements in the ordinary course of business with contract research organizations (CROs) to provide research and development services. These contracts are generally cancellable at any time by the Company with prior written notice.

The Company also enters into collaboration agreements with institutions and companies to license intellectual property. The Company may be obligated to make future development, regulatory and commercial milestone payments and royalty payments on future sales of specified products associated with its collaboration agreements. Payments under these agreements generally become due and payable upon achievement of such milestones or sales. These commitments are not recorded on the consolidated balance sheet because the achievement and timing of these milestones are not fixed and determinable. When the achievement of these milestones or sales have occurred, the corresponding amounts are recognized in the consolidated financial statements.

22. 23. Segment and Geographic Information

The Company operates in one segment: pharmaceutical products. Its chief operating decision maker is the Chief Executive Officer, who makes operating decisions, assesses performance, and allocates resources on a consolidated basis.

The Company's long-lived assets are substantially primarily located in the PRC with the exception of land which is in and the U.S.

Net product revenues by geographic area are based upon the location of the customer, and net collaboration revenue is recorded in the jurisdiction in which the related income is expected to be sourced from. Total net revenues by geographic area are presented as follows:

		Year Ended December 31,				Year Ended December 31,		
		2021	2020	2019		2022	2021	2020
		$	$	$		$	$	$
PRC	PRC	517,173	290,646	221,557	PRC	840,032	517,173	290,646
U.S.	U.S.	495,265	18,228	134,689	U.S.	502,626	495,265	18,228
ROW	ROW	163,845	—	71,966	ROW	73,263	163,845	—

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Total	Total	1,176,283	308,874	428,212	Total	1,415,921	1,176,283	308,874

PRC revenues for each of the three years in the period ended December 31, 2021 December 31, 2022 consisted entirely of product sales. U.S. revenues for the year ended December 31, 2021 December 31, 2022 consisted of collaboration revenues of $112,916 and BRUKINSA product sales of $389,710, respectively. U.S. revenues for the year ended December 31, 2021 consisted of collaboration revenue of $379,607 and BRUKINSA product sales of $115,658, respectively. U.S. revenues for the year ended December 31, 2020 consisted entirely of BRUKINSA product sales. U.S. revenues for the year ended December 31, 2019 consisted primarily of collaboration revenues. Rest of world revenues for each of the three years in year ended December 31, 2022 consisted of collaboration revenues of $48,393 and product sales of $24,870, respectively. Rest of world revenues for each of the period year ended December 31, 2021 consisted primarily of collaboration revenues.

Supplementary Information

The Company's unaudited quarterly information has been prepared on a basis consistent with the audited financial statements and includes all adjustments that the Company considers necessary for a fair presentation of the information shown. The operating results for any fiscal quarter are not necessarily indicative of the operating results for a full fiscal year or for any future period and there can be no assurances that any trend reflected in such results will continue in the future.

As discussed in Note 2, the Company revised certain prior period financial statements to correct an error related to the valuation of net deferred tax assets, the impact of which was immaterial to its previously filed financial statements in the annual periods of fiscal 2021 and 2020. The following table summarizes the unaudited statements of operations for each quarter of 2022 and 2021 (in thousands except share and per share amounts).

	Quarter Ended			
	March 31,	June 30,	September 30,	December 31,
2022	$	$	$	$
Total revenues	306,626	341,572	387,628	380,095
Loss from operations	(443,287)	(439,399)	(438,357)	(468,622)
Net loss	(435,198)	(565,726)	(557,556)	(445,335)
Net loss attributable to BeiGene, Ltd.	(435,198)	(565,726)	(557,556)	(445,335)
Net loss per share attributable to BeiGene, Ltd., basic and diluted	(0.33)	(0.42)	(0.41)	(0.33)

	Quarter Ended			
	March 31,	June 30,	September 30,	December 31,
2021	$	$	$	$
Total revenues	605,872	149,992	206,440	213,979
Income (loss) from operations	70,167	(474,838)	(462,325)	(571,739)
Net income (loss)	55,580	(484,604)	(438,114)	(590,678)
Net income (loss) attributable to BeiGene, Ltd.	55,580	(484,604)	(438,114)	(590,678)
Net income (loss) per share attributable to BeiGene, Ltd., basic	0.05	(0.41)	(0.36)	(0.48)
Net income (loss) per share attributable to BeiGene, Ltd., diluted	0.04	(0.41)	(0.36)	(0.48)

Exhibit Index

Exhibit No.		Exhibit Description	Filed/ Furnished Herewith	Incorporated by Reference Herein from Form or Schedule	Filing Date	SEC File/ Reg. Number
3.1		Sixth Amended and Restated Memorandum and Articles of Association of the Registrant, as currently in effect		8-K (Exhibit 3.1)	12/17/2021	001-37686
4.1	.1	Deposit Agreement dated February 5, 2016 by and among the Company, the Depositary and holders of the American Depositary Receipts		8-K (Exhibit 4.1)	2/11/2016	001-37686
	.2	Amendment No. 1 to Deposit Agreement, dated April 11, 2016, by and among the Registrant, Citibank, N.A. and holders of the American Depositary Receipts		8-K (Exhibit 4.1)	4/11/2016	001-37686
	.3	Letter Agreement, dated as of July 11, 2016, between the Registrant and Citibank, N.A.		10-Q (Exhibit 4.7)	8/10/2016	001-37686
	.4	Form of Letter Agreement between the Registrant and Citibank, N.A.		10-Q (Exhibit 4.9)	5/10/2017	001-37686

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4.2		Form of American Depositary Receipt (included in Exhibit 4.1.1)				
4.3		Specimen Certificate for Ordinary Shares		S-1 (Exhibit 4.3)	12/9/2015	333-207459
4.4	.1	Second Amended and Restated Investors' Rights Agreement, dated as of April 21, 2015, by and among the Registrant and certain shareholders named therein		S-1 (Exhibit 4.4)	10/16/2015	333-207459
	.2	Amendment No. 1 to Second Amended and Restated Investors' Rights Agreement, dated January 26, 2016, by and among the Registrant and certain shareholders named therein		S-1 (Exhibit 10.21)	1/27/2016	333-207459
4.5	.1	Registration Rights Agreement, dated as of November 16, 2016, by and among BeiGene, Ltd. and the investors named therein		8-K (Exhibit 4.1)	11/17/2016	001-37686
	.2	Amendment No. 1 to Registration Rights Agreement, dated December 1, 2020, between the Company and the Investors		8-K (Exhibit 10.1)	12/2/2020	001-37686
4.6		Description of BeiGene, Ltd.'s Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934	X			
Collaboration, License and Commercial Agreements						
10.1#	.1#	License and Supply Agreement, dated July 5, 2017, by and between the Registrant and Celgene Logistics Sàrl		10-Q (Exhibit 10.3)	11/13/2017	001-37686

Exhibit No.		Exhibit Description	Filed/ Furnished Herewith	Incorporated by Reference Herein from Form or Schedule	Filing Date	SEC File/ Reg. Number
3.1		Sixth Amended and Restated Memorandum and Articles of Association of the Registrant, as currently in effect		8-K (Exhibit 3.1)	12/17/2021	001-37686
4.1	.1	Deposit Agreement dated February 5, 2016 by and among the Company, the Depositary and holders of the American Depositary Receipts		8-K (Exhibit 4.1)	2/11/2016	001-37686
	.2	Amendment No. 1 to Deposit Agreement, dated April 11, 2016, by and among the Registrant, Citibank, N.A. and holders of the American Depositary Receipts		8-K (Exhibit 4.1)	4/11/2016	001-37686
	.3	Letter Agreement, dated as of July 11, 2016, between the Registrant and Citibank, N.A.		10-Q (Exhibit 4.7)	8/10/2016	001-37686
	.4	Form of Letter Agreement between the Registrant and Citibank, N.A.		10-Q (Exhibit 4.9)	5/10/2017	001-37686
4.2		Form of American Depositary Receipt (included in Exhibit 4.1.1)				
4.3		Specimen Certificate for Ordinary Shares		S-1 (Exhibit 4.3)	12/9/2015	333-207459
4.4	.1	Second Amended and Restated Investors' Rights Agreement, dated as of April 21, 2015, by and among the Registrant and certain shareholders named therein		S-1 (Exhibit 4.4)	10/16/2015	333-207459
	.2	Amendment No. 1 to Second Amended and Restated Investors' Rights Agreement, dated January 26, 2016, by and among the Registrant and certain shareholders named therein		S-1 (Exhibit 10.21)	1/27/2016	333-207459
4.5	.1	Registration Rights Agreement, dated as of November 16, 2016, by and among the Registrant and the investors named therein		8-K (Exhibit 4.1)	11/17/2016	001-37686
	.2	Amendment No. 1 to Registration Rights Agreement, dated December 1, 2020, between the Company and the Investors		8-K (Exhibit 10.1)	12/2/2020	001-37686
4.6		Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934	X			
Collaboration, License and Commercial Agreements						
10.1#	.1#	License and Supply Agreement, dated July 5, 2017, by and between the Registrant and Celgene Logistics Sàrl		10-Q (Exhibit 10.3)	11/13/2017	001-37686

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Exhibit No.		Exhibit Description	Filed/ Furnished Herewith	Incorporated by Reference Herein from Form or Schedule	Filing Date	SEC File/ Reg. Number
	.2# .2	Assignment and Assumption Agreement, dated December 29, 2017, by and between the Registrant and BeiGene Switzerland GmbH		10-K (Exhibit 10.6.1)	3/2/2020	001-37686
10.2		Share Subscription Agreement, dated July 5, 2017, by and between Celgene Switzerland LLC and the Registrant		8-K (Exhibit 10.1)	7/6/2017	001-37686
10.3##		Letter Agreement, dated June 14, 2019, by and among the Registrant, BeiGene Switzerland GmbH, Celgene Corporation and Celgene Switzerland LLC, to terminate the Amended and Restated Exclusive License and Collaboration Agreement, dated August 31, 2017		10-Q (Exhibit 10.1)	8/8/2019	001-37686
10.4##	.1##	Share Purchase Agreement, dated October 31, 2019, by and between the Registrant and Amgen Inc.		10-K (Exhibit 10.9)	3/2/2020	001-37686
	.2## .2	Amendment No. 1 to Share Purchase Agreement, dated December 6, 2019, by and between the Registrant and Amgen Inc.		10-K (Exhibit 10.10)	3/2/2020	001-37686
	.3## .3	Restated Amendment No. 2 to Share Purchase Agreement, dated September 24, 2020, by and between the Registrant and Amgen Inc.		8-K (Exhibit 10.1)	9/24/2020	001-37686
10.5##	.4	Collaboration Amendment No. 3 to Share Purchase Agreement, dated October 31, 2019 January 30, 2023, by and among between the Registrant BeiGene Switzerland GmbH and Amgen Inc.		10-K (Exhibit 10.11) X	3/2/2020	001-37686

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Exhibit No.		Exhibit Description	Filed/ Furnished Herewith	Incorporated by Reference Herein from Form or Schedule	Filing Date	SEC File/ Reg. Number	
10.5##	.1##	Collaboration Agreement, dated October 31, 2019, by and among the Registrant, BeiGene Switzerland GmbH and Amgen Inc.		10-K (Exhibit 10.11)	3/2/2020	001-37686	
	.2##	First Amendment to Collaboration Agreement, dated April 20, 2022, by and among the Registrant, BeiGene Switzerland GmbH and Amgen Inc.		10-Q (Exhibit 10.1)	8/8/2022	001-37686	
10.6		Guarantee, dated October 31, 2019, by and between the Registrant and Amgen Inc.		10-K (Exhibit 10.12)	3/2/2020	001-37686	
10.7##	.1##	Collaboration and License Agreement, dated January 11, 2021, by and between BeiGene Switzerland GmbH and Novartis Pharma AG		10-Q (Exhibit 10.1)	5/6/2021	001-37686	
	.2##	Option, Collaboration and License Agreement, dated December 19, 2021, by and between BeiGene Switzerland GmbH and Novartis Pharma AG	X	10-K (Exhibit 10.7.2)	2/28/2022		001-37686
Equity and Other Compensation Plans							
10.8†		2011 Option Plan, as amended and form of option agreements thereunder		S-1 (Exhibit 10.1)	10/16/2015	333-207459	
10.9†	.1†	Second Amended and Restated 2016 Share Option and Incentive Plan		8-K (Exhibit 10.1)	12/12/2018	001-37686	
	.2†	Amendment No. 1 to the Second Amended and Restated 2016 Share Option and Equity Plan		8-K (Exhibit 10.1)	6/17/2020	001-37686	
	.3†	Amendment No. 2 to the Second Amended and Restated 2016 Share Option and Equity Plan		8-K (Exhibit 10.1)	6/22/2022	001-37686	
	.4†	Form of Global Restricted Share Unit Award Agreement for Non-Employee Directors under the Second Amended and Restated 2016 Share Option and Incentive Plan		10-Q (Exhibit 10.2) 10.4)	8/5/2021 8/2022	001-37686	
	.4† .5†	Form of Global Restricted Share Unit Award Agreement for Employees under the Second Amended and Restated 2016 Share Option and Incentive Plan		10-Q (Exhibit 10.1) 10.2)	8/5/2021 11/9/2022	001-37686	
	.5† .6†	Form of Global Restricted Share Unit Award Agreement for Consultants under the Second Amended and Restated 2016 Share Option and Incentive Plan		10-Q (Exhibit 10.3)	8/5/2021 11/9/2022	001-37686	
	.6† .7†	Form of Global Non-Qualified Share Option Agreement for Employees under the Second Amended and Restated 2016 Share Option and Incentive Plan		10-Q (Exhibit 10.4) 10.1)	8/5/2021 11/9/2022	001-37686	
	.7† .8†	Form of Global Non-Qualified Share Option Agreement for Non-Employee Directors under the Second Amended and Restated 2016 Share Option and Incentive Plan		10-Q (Exhibit 10.5) 10.7)	8/5/2021 8/2022	001-37686	
	.8† .9†	Form of Global Non-Qualified Share Option Agreement for Non-Employee Consultants under the Second Amended and Restated 2016 Share Option and Incentive Plan		10-Q (Exhibit 10.6) 10.8)	8/5/2021 8/2022	001-37686	
10.10†	.1†	Amended and Restated 2018 Inducement Equity Plan		8-K (Exhibit 10.1)	8/13/2018	001-37686	
	.2†	Form of Non-Qualified Share Option Agreement under the 2018 Inducement Equity Plan		8-K (Exhibit 10.3)	6/8/2018	001-37686	
	.3†	Form of Restricted Share Unit Award Agreement under the 2018 Inducement Equity Plan		10-Q (Exhibit 10.5)	8/9/2018	001-37686	
10.11†	.1†	Third Amended and Restated 2018 Employee Share Purchase Plan		10-Q (Exhibit 10.7)	8/5/2021	001-37686	
10.12†		Senior Executive Cash Incentive Bonus Plan		S-1 (Exhibit 10.19)	1/19/2016	333-207459	

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Exhibit No.		Exhibit Description	Filed/ Furnished Herewith	Incorporated by Reference Herein from Form or Schedule	Filing Date	SEC File/ Reg. Number	
10.13†	10.11†	Senior Executive Cash Incentive Bonus Plan		S-1 (Exhibit 10.19)	1/19/2016	333-207459	
10.12†		Independent Director Compensation Policy, as amended		8-K (Exhibit 10.1)	2/22/2022	001-37686	
Agreements with Executive Officers and Directors							
10.14†		Form of Indemnification Agreement, entered into between the Registrant and its directors and officers		S-1 (Exhibit 10.3)	1/19/2016	333-207459	
10.15†		Employment Agreement, dated April 25, 2017, by and between the Registrant and John V. Oyler		8-K (Exhibit 10.1)	4/26/2017	001-37686	
10.16†	.1†	Executive Employment Agreement, dated April 28, 2018, by and between BeiGene (Beijing) Co., Ltd. and Xiaobin Wu		10-Q (Exhibit 10.1)	8/9/2018	001-37686	
	.2†	Employment Apportionment Agreement, dated March 1, 2020, by and between BeiGene (Beijing) Co., Ltd., BeiGene Guangzhou Biologics Manufacturing Co., Ltd. and Xiaobin Wu		10-Q (Exhibit 10.2)	5/11/2020	001-37686	
10.17†		Offer letter, dated May 29, 2020, by and between the Registrant and Julia Wang		10-Q (Exhibit 10.9)	8/5/2021	001-37686	
10.18†		Employment Agreement, dated as of August 19, 2016, by and between BeiGene USA, Inc. and Jane Huang		10-Q (Exhibit 10.2)	11/10/2016	001-37686	
10.19†		Consulting Agreement, dated February 24, 2021, by and between the Registrant and Xiaodong Wang		10-K (Exhibit 10.20)	2/25/2021	001-37686	
10.20†	10.19†	Employment Agreement, dated December 30, 2021, by and between BeiGene (Shanghai) Co., Ltd. and Lai Wang		X 10-K (Exhibit 10.20)	2/28/2022		001-37686
16.1		Letter from Ernst & Young Hua Ming LLP addressed to the U.S. Securities and Exchange Commission dated March 25, 2022		8-K (Exhibit 16.1)	3/25/2022	001-37686	
21.1		List of Subsidiaries of the Registrant	X				

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Exhibit No.	Exhibit Description	Filed/ Furnished Herewith	Incorporated by Reference Herein from Form or Schedule	Filing Date	SEC File/ Reg. Number
23.1	Consent of Ernst & Young LLP	X			
23.2	Consent of Ernst & Young Hua Ming LLP	X			
31.1	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	X			
31.2	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	X			
32.1*	Certification of Principal Executive Officer and Principle Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	X			
99.1	Disclosure Regarding Foreign Jurisdictions that Prevent Inspections	X			
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	X			
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	X			
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	X			
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	X			
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	X			
104	Cover Page Interactive Data File (formatted as inline XBRL with applicable taxonomy extension information contained in Exhibits 101.*)	X			

† Indicates a management contract or any compensatory plan, contract or arrangement.

Confidential treatment has been granted by the U.S. Securities and Exchange Commission as to certain portions of this exhibit omitted and filed separately.

Certain portions of the exhibit have been omitted by means of redacting a portion of the text and replacing it with "[...***...]". BeiGene, Ltd. (the Registrant) has determined that the omitted information, because they are both (i) is not material and (ii) would be competitively harmful if publicly disclosed. the type of information that the Registrant treats as private or confidential.

* Furnished herewith.

SIGNATURES

Pursuant to the requirements of the Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized.

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BEIGENE, LTD.

Date: February 28, 2022 February 27, 2023

By: /s/ JOHN V. OYLER

John V. Oyler

Chief Executive Officer and Chairman

(Principal Executive Officer)

POWER OF ATTORNEY

Each person whose individual signature appears below hereby authorizes and appoints John V. Oyler, Julia Wang, and Scott A. Samuels, Chan Lee, and each of them, with full power of substitution and resubstitution and full power to act without the other, as his or her true and lawful attorney-in-fact and agent to act in his or her name, place and stead and to execute in the name and on behalf of each person, individually and in each capacity stated below, and to file any and all amendments to this Annual Report on Form 10-K and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing, ratifying and confirming all that said attorneys-in-fact and agents or any of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report on Form 10-K has been signed by the following persons in the capacities indicated below and on the dates indicated:

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Signature	Title	Date
/s/ JOHN V. OYLER John V. Oyler	Chief Executive Officer and Chairman *(Principal Executive Officer)*	February 28, 2022 27, 2023
/s/ JULIA WANG Julia Wang	Chief Financial Officer *(Principal Financial and Accounting Officer)*	February 28, 2022 27, 2023
/s/ TIMOTHY CHEN MARGARET DUGAN Timothy Chen Margaret Dugan	Director	February 28, 2022 27, 2023
/s/ DONALD W. GLAZER Donald W. Glazer	Director	February 28, 2022 27, 2023
/s/ MARGARET DUGAN Margaret Dugan	Director	February 28, 2022
/s/ MICHAEL GOLLER Michael Goller	Director	February 28, 2022 27, 2023
/s/ ANTHONY C. HOOPER Anthony C. Hooper	Director	February 28, 2022 27, 2023
/s/ RANJEEV KRISHANA Ranjeev Krishana	Director	February 28, 2022 27, 2023
/s/ THOMAS MALLEY Thomas Malley	Director	February 28, 2022 27, 2023
/s/ XIAODONG WANG Xiaodong Wang	Director	February 28, 2022
/s/ ALESSANDRO RIVA Alessandro Riva	Director	February 28, 2022 27, 2023
/s/ CORAZON (CORSEE) D. SANDERS Corazon (Corsee) D. Sanders	Director	February 28, 2022 27, 2023
/s/ XIAODONG WANG Xiaodong Wang	Director	February 27, 2023
/s/ QINGQING YI Qingqing Yi	Director	February 28, 2022 27, 2023

Exhibit 4.6

DESCRIPTION OF SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934

The following description of our share capital is a summary and does not purport to be complete. It is subject to and qualified in its entirety by reference to our sixth amended and restated memorandum and articles of association (as amended or amended and restated, "our articles"), which is incorporated by reference as an exhibit to the Annual Report on Form 10-K ("Annual Report"). 10-K. The terms "we," "our," and "us" refer solely to BeiGene, Ltd. and not its subsidiaries.

Ordinary Shares

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We are an exempted company incorporated in the Cayman Islands with limited liability and our affairs are governed by our articles, the Companies Act (as amended) of the Cayman Islands (the “Cayman Companies Act”) and the common law of the Cayman Islands.

As of February 25, 2022 February 25, 2023, our authorized share capital was $1,000,000 divided into (i) 9,500,000,000 ordinary shares of a par value of $0.0001 each and (ii) 500,000,000 shares of a par value of $0.0001 each of such class or classes (howsoever designated) as the board of directors may determine.

Our articles were adopted by special resolution passed on June 16, 2021 with effect from the listing of our ordinary shares traded in Renminbi (the "RMB Shares") on the Science and Technology Innovation Board (the "STAR Market") of the Shanghai Stock Exchange (the "SSE") on December 15, 2021. The following are summaries of material provisions of our articles and the Cayman Companies Act insofar as they relate to the material terms of our ordinary shares. Under our articles, our name is BeiGene, Ltd.

The following discussion primarily concerns ordinary shares and the rights of holders of ordinary shares. The holders of American Depositary Shares (“ADSs”) are not be treated as our shareholders and will be required to surrender their ADSs for cancellation and withdrawal from the depositary facility in which the ordinary shares are held in accordance with the provisions of the deposit agreement, as amended, in order to exercise directly shareholders' rights in respect of the ordinary shares. The depositary has agreed, so far as it is practical, to vote or cause to be voted the amount of ordinary shares represented by ADSs in accordance with the written instructions of the holders of such ADSs. See “Description of American Depositary Shares—Voting Rights.”

Our ordinary shares are listed on The Stock Exchange of Hong Kong Limited (the “HKEx”) under the stock code “06160”. Our ADSs representing our ordinary shares are listed on the NASDAQ Global Select Market (the “NASDAQ”) under the symbol “BGNE”. Our RMB Shares are listed on the STAR Market of the SSE under the stock code "688235".

General

All of our issued and outstanding ordinary shares are fully paid and non-assessable. Our ordinary shares are issued in registered form and are issued when registered in our registers of members. Each holder of our ordinary shares will be entitled to receive a certificate in respect of such ordinary shares if our directors resolve that share certificate shall be issued. Our shareholders who are non-residents of the Cayman Islands may freely hold and vote their ordinary shares. We may not issue shares to bearer.

Our registers of members holding ordinary shares (other than the RMB Shares) are maintained by our principal share registrar, Mourant Governance Services (Cayman) Limited, in the Cayman Islands, and by our Hong Kong share registrar, Computershare Hong Kong Investor Services Limited, in Hong Kong, respectively. Our register of members holding RMB Shares are maintained by China Securities Depository and Clearing Corporation Limited in China.

Although the RMB Shares are of the same class and have the same rights as our ordinary shares listed on the HKEx, the RMB Shares are not fungible with our ordinary shares listed on the HKEx or our ADSs representing our ordinary shares listed on the NASDAQ, and in no event will any RMB Shares be able to be converted into our ordinary shares listed on the HKEx or our ADSs listed on NASDAQ, or vice versa.

Dividends

The holders of our ordinary shares are entitled to such dividends as may be declared by our board of directors. In addition, our shareholders may by ordinary resolution declare a dividend, but no dividend may exceed the amount recommended by our directors. Under Cayman Companies Act, a Cayman Islands company may pay a dividend out of either profit or share premium account, provided that in no circumstances may a dividend be paid if this would result in the company being unable to pay its debts as they fall due in the ordinary course of business.

Voting Rights

Each ordinary share is entitled to one vote on all matters upon which the ordinary shares are entitled to vote.

Voting at any meeting of shareholders is by poll.

An ordinary resolution to be passed by the shareholders requires the affirmative vote of a simple majority of the votes cast by the shareholders entitled to vote who are present in person or by proxy at a general meeting, while a special resolution requires the affirmative vote of at least two-thirds of the votes cast by the shareholders entitled to vote who are present in person or by proxy at a general meeting (except for certain types of winding up of the company, in which case the required majority to pass a special resolution shall be 100%). Both ordinary resolutions and special resolutions may also be passed by a unanimous written resolution signed by all the shareholders of our company, as permitted by the Cayman Companies Act and our articles. A special resolution is required for important matters such as a change of name and amendments to our articles. Our shareholders may effect certain changes by ordinary resolution, including increasing the amount of our authorized share capital, consolidating and dividing all or any of our share capital into shares of larger amounts than our existing shares and cancelling any authorized but unissued shares.

Transfer of Ordinary Shares

Subject to the restrictions contained in our articles, any of our shareholders may transfer all or any of his or her ordinary shares by an instrument of transfer in any usual or common form or any other form approved by our board of directors, executed by or on behalf of the transferor (and, if in respect of a nil or partly paid-up share, or if so required by our directors, by or on behalf of the transferee).

Our board of directors may, in its absolute discretion, decline to register any transfer of any ordinary share that has not been fully paid up or is subject to a company lien. Our board of directors may also decline to register any transfer of any ordinary share unless:

- the instrument of transfer is lodged with us, accompanied by the certificate (if any) for the ordinary shares to which it relates and such other evidence as our board of directors may reasonably require to show the right of the transferor to make the transfer;
- the instrument of transfer is in respect of only one class of shares;

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- the instrument of transfer is properly stamped, if required;
- the ordinary share transferred is fully paid and free of any lien in favor of us;
- any fee related to the transfer has been paid to us; and
- the transfer is not to more than four joint holders.

If our directors refuse to register a transfer, they are required, within three months after the date on which the instrument of transfer was lodged, to send to each of the transferor and the transferee notice of such refusal.

Liquidation

On a winding up of our company, if the assets available for distribution among the holders of our ordinary shares shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus will be distributed among the holders of our ordinary shares on a pro rata basis in proportion to the par value of the ordinary shares held by them. If our assets available for distribution are insufficient to repay all of the paid-up capital, the assets will be distributed so that the losses are borne by the holders of our ordinary shares in proportion to the par value of the ordinary shares held by them.

The liquidator may, with the sanction of a special resolution of our shareholders and any other sanction required by the Cayman Companies Act, divide amongst the shareholders in specie or in kind the whole or any part of the assets of our company, and may for that purpose value any assets and determine how the division shall be carried out as between our shareholders or different classes of shareholders.

Because we are a "limited liability" company registered under the Cayman Companies Act, the liability of our shareholders is limited to the amount, if any, unpaid on the shares respectively held by them. Our articles contain a declaration that the liability of our shareholders is so limited.

Calls on Ordinary Shares and Forfeiture of Ordinary Shares

Our board of directors may from time to time make calls upon shareholders for any amounts unpaid on their ordinary shares. The ordinary shares that have been called upon and remain unpaid are subject to forfeiture by the company. In addition, the holders of partly paid ordinary shares will have no right pursuant to the Cayman Companies Act to dividends nor will they be able to redeem their shares.

Redemption, Repurchase and Surrender of Ordinary Shares

We may issue shares on terms that such shares are subject to redemption, at our option or at the option of the holders thereof, on such terms and in such manner as may be determined by our board of directors. We may also repurchase any of our shares provided that the manner and terms of such purchase have been approved by our board of directors or by ordinary resolution of our shareholders (but no repurchase may be made contrary to the terms or manner recommended by our directors), or as otherwise authorized by our articles. Under the Cayman Companies Act, the redemption or repurchase of any share may be paid out of our company's profits or out of the proceeds of a new issue of shares made for the purpose of such redemption or repurchase, or out of capital (including share premium account and capital redemption reserve) if our company can, immediately following such payment, pay its debts as they fall due in the ordinary course of business. In addition, under the Cayman Companies Act no such share may be redeemed or repurchased (1) unless it is fully paid up, (2) if such redemption or repurchase would result in there being no shares outstanding or (3) if the company has commenced liquidation. In addition, our company may accept the surrender of any fully paid share for no consideration.

Variations of Rights of Shares

If at any time our share capital is divided into different classes of shares, all or any of the rights attached to any class of shares may be varied with the consent in writing of the holders of two-thirds of the issued shares of that class or with the sanction of a special resolution passed at a general meeting of the holders of the shares of that class. The rights conferred upon the holders of the shares of any class issued with preferred or other rights will not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* with such existing class of shares.

Notwithstanding the foregoing, our board of directors may issue preferred shares, without further action by the shareholders. See “— Differences in Corporate Law—Directors' Power to Issue Shares”.

General Meetings of Shareholders

Shareholders' meetings may be convened by a majority of our board of directors or our Chairman. chairman. As a Cayman Islands exempted company, we are not obligated by the Cayman Companies Act to call shareholders' annual general meetings;

however, our corporate governance guidelines provide that we will hold an annual general meeting of shareholders every year to the extent required by the applicable listing rules. The annual general meeting shall be held at such time and place as may be determined by our board of directors.

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The Cayman Companies Act provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. Our articles provide that upon the requisition of shareholders representing not less than one-tenth of the voting rights entitled to vote at general meetings, our board will convene an extraordinary general meeting and put the resolutions so requisitioned to a vote at such meeting. However, shareholders may propose only ordinary resolutions to be put to a vote at such meeting. Our articles provide no other right for our shareholders to put any proposals before annual general meetings or extraordinary general meetings.

Advance notice of at least 21 calendar days is required for the convening of any annual general meeting of our shareholders and advance notice of at least 14 calendar days is required for the convening of any other general meeting of our shareholders (including any extraordinary general meeting). All general meetings of shareholders shall occur at such time and place as determined by our directors and set forth in the notice for such meeting.

The quorum required for a general meeting of shareholders at which an ordinary resolution has been proposed consists of such shareholders present in person or by proxy who together hold shares which carry the right to at least a simple majority of all votes capable of being exercised on a poll. The quorum required for a general meeting at which a special resolution has been proposed consists of such shareholders present in person or by proxy who together hold shares which carry the right to at least two-thirds of all votes capable of being exercised on a poll.

Nomination, Election and Removal of Directors

Our articles provide that persons standing for election as directors at a duly constituted general meeting with requisite quorum shall be elected by an ordinary resolution of our shareholders, which requires the affirmative vote of a simple majority of the votes cast on the resolution by the shareholders entitled to vote who are present in person or by proxy at the meeting. Our articles further provide that our board of directors will be divided into three groups designated as Class I, Class II and Class III with as nearly equal a number of directors in each group as possible, with each director serving a three-year term and until his or her successor is duly elected and qualified, subject to his or her earlier resignation or removal.

Upon the expiration of the term of each class, each director in that class, if nominated by the board of directors, shall be eligible for re-election at the annual general meeting to hold office for another three-year term and until such director's successor has been duly elected. Our articles provide that, unless otherwise determined by shareholders in a general meeting, our board of directors will consist of not less than three directors. We have no provisions relating to retirement of directors upon reaching any age limit.

In the event of a vacancy arising from the resignation of a director or as an addition to the existing board of directors, our board may, by the affirmative vote of a simple majority of the remaining directors present and voting at a board meeting, appoint any person to be a director, unless the board resolves to follow any available exceptions or exemptions.

For so long as our ordinary shares or ADSs are listed on the NASDAQ and/or the HKEx, our directors are required to comply with the director nomination procedures required under the NASDAQ Stock Market rules and the HK Listing Rules, and our board of directors is required to include at least such number of independent directors as required by the NASDAQ Stock Market rules and the HK Listing Rules.

Our board shall have a chairman who has been elected and appointed by a majority of the directors then in office. The period for which our chairman holds office shall also be determined by a majority of all of our directors then in office. Our chairman shall preside as chairman at every meeting of our board. To the extent that our chairman is not present at a meeting of our board within 15 minutes after the time appointed for holding the same, the remaining attending directors may choose one of their number to be the chairman of that meeting.

Our directors shall be elected by an ordinary resolution of the holders of ordinary shares at each annual general meeting of the company to fill the seats of those directors whose terms expire at such annual general meeting.

Each of our directors shall hold office until his or her successor is duly elected or appointed or his or her earlier resignation or removal, notwithstanding any agreement between the company and the director. Our directors may be removed at any time by an affirmative vote of a simple majority of the issued shares as of the applicable record date, with or without cause.

Our board of directors may, from time to time, and except as required by applicable law or applicable listing rules, adopt, institute, amend, modify or revoke any of our corporate governance policies or initiatives of the company, which shall be intended to set forth the guiding principles and policies of the company and our board on various corporate governance related matters as the board shall determine by resolution from time to time.

Proceedings of Board of Directors

Our articles provide that our business is to be managed and conducted by our board of directors. The quorum necessary for a board meeting may be fixed by the board and, unless so fixed at another number, will be a majority of the directors.

Our articles provide that the board may from time to time at its discretion exercise all powers of our company to raise capital or borrow money, to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of our company and, subject to the Cayman Companies Act, issue debentures, bonds and other securities of our company, whether outright or as collateral security for any debt, liability or obligation of our company or of any third party.

Inspection of Books and Records

Holders of our ordinary shares will have no general right under Cayman Companies Act to inspect or obtain copies of our list of shareholders or our corporate records provided that they are entitled to a copy of our articles.

Changes in Capital

Our shareholders may from time to time by ordinary resolution:

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- increase the share capital by such sum, to be divided into shares of such classes and amount, as the resolution shall prescribe;
- consolidate and divide all or any of our share capital into shares of a larger amount than our existing shares;
- sub-divide our existing shares, or any of them into shares of a smaller amount, provided that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in case of the share from which the reduced share is derived; or
- cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of our share capital by the amount of the shares so cancelled.

Our shareholders may by special resolution, subject to any confirmation or consent required by the Cayman Companies Act, reduce our share capital or any capital redemption reserve in any manner permitted by law.

Restrictive Provisions

Under our articles, in connection with any change of control, merger or sale of our company, the holders of our ordinary shares shall receive the same consideration with respect to their ordinary shares in connection with any such transaction.

Claims Against the Company

Our articles provide that, unless otherwise determined by a simple majority of our board of directors in its sole discretion, consistent with the directors' fiduciary duties to act in the best interests of the company, in the event that (1) any shareholder (the claiming party) initiates or asserts any claim or counterclaim or joins, offers substantial assistance to or has a direct financial interest in any claim against our company and (2) the claiming party (or the third party that received substantial

assistance from the claiming party or in whose claim the claiming party had a direct financial interest) does not obtain a judgment on the merits in which the claiming party prevails, then each claiming party shall, to the fullest extent permissible by law, be obligated jointly and severally to reimburse us for all fees, costs and expenses (including, but not limited to, all reasonable attorneys' fees and other litigation expenses) that we may incur in connection with such claim.

Exclusive Forum

Our articles provide that, subject to limited exceptions, the courts of Cayman Islands will be the sole and exclusive forum for (1) any derivative action or proceeding brought on our behalf, (2) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our shareholders, (3) any action asserting a claim against us arising pursuant to any provision of the Cayman Companies Act or our articles, or (4) any other action asserting a claim against us that is governed by the internal affairs doctrine (as such concept is recognized under the laws of the United States). Any person or entity purchasing or otherwise acquiring any interest in our share capital shall be deemed to have notice of and to have consented to the provisions of our articles described above. Although we believe these provisions benefit us by providing increased consistency in the application of Cayman Islands law for the specified types of actions and proceedings, the provisions may have the effect of discouraging lawsuits against our directors and officers. It is possible that, in connection with one or more actions or proceedings described above, a court could find the choice of forum provisions contained in our articles to be inapplicable or unenforceable.

Our articles also provide that, unless our company consents in writing to the selection of an alternative forum, the federal district courts of the United States shall be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. Act of 1933, as amended (the "Securities Act"). Any person or entity purchasing or otherwise acquiring any share, ADS or other types of securities of our company shall be deemed to have notice of and consented to the provisions of our articles described above.

In connection with our initial public offering of the RMB Shares on the STAR Market (the “STAR Offering”) and the listing of the RMB Shares on the STAR Market, we and each of our directors and executive officers have signed letters of undertaking to (i) confirm and acknowledge that any legal suits, actions or proceedings against us and/or our directors and officers arising from the STAR Offering and the listing of the RMB Shares on the STAR Market during the period when our RMB Shares are listed on the STAR Market (collectively, the “RMB Share Disputes”) shall be governed by the laws of China and subject to the jurisdiction of competent courts in China if such RMB Share Disputes are instituted in competent courts in China, and (ii) undertake that we and our directors and officers waive any objections that we may have to the jurisdiction of such courts over the RMB Share Disputes or the application of Chinese laws by such courts to the RMB Share Disputes.

Exempted Company

We are an exempted company with limited liability incorporated under the Cayman Companies Act. The Cayman Companies Act distinguishes between ordinary resident companies and exempted companies. Any company that is registered in the Cayman Islands but conducts business mainly outside of the Cayman Islands may apply to be registered as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary company except for the exemptions and privileges listed below:

- an exempted company does not have to file an annual return of its shareholders with the Registrar of Companies;
- an exempted company's register of members is not open to inspection;
- an exempted company does not have to hold an annual general meeting;
- an exempted company may issue no par value, negotiable or bearer shares;
- an exempted company may obtain an undertaking against the imposition of any future taxation (such undertakings are usually given for 20 years in the first instance);

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- an exempted company may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands;

- an exempted company may register as a limited duration company; and
- an exempted company may register as a segregated portfolio company.

"Limited liability" means that the liability of each shareholder is limited to the amount unpaid by the shareholder on the shares of the company.

We are subject to reporting and other informational requirements of the Securities Exchange Act of 1934, as amended, as applicable to U.S. domestic issuers. The applicable listing rules require that every company listed on the applicable stock exchange hold an annual general meeting of shareholders. In addition, our articles allow directors to call an extraordinary general meeting of shareholders pursuant to the procedures set forth in our articles.

Register of Members

Under the Cayman Companies Act, we must keep a register of members and there should be entered therein:

- the names and addresses of our members and a statement of the shares held by each member that distinguishes each share by its number (if applicable), confirms the amount paid or agreed to be considered as paid on the shares of each member, confirms the number and category of shares held by each member and confirms whether each relevant category of shares held by a member carries voting rights under the articles and, if so, whether such voting rights are conditional
- the date on which the name of any person was entered on the register as a member; and
- the date on which any person ceased to be a member.

Under Cayman Companies Act, the register of members of our company is prima facie evidence of the matters set out in the register (that is, the register of members will raise a presumption of fact on the matters referred to above unless rebutted) and a member registered in the register of members is deemed as a matter of Cayman Companies Act to have legal title to the shares as set against its name in the register of members. Once our register of members has been updated, the shareholders recorded in the register of members will be deemed to have legal title to the shares set against their names.

If the name of any person is incorrectly entered in or omitted from our register of members, or if there is any default or unnecessary delay in entering on the register the fact of any person having ceased to be a member of our company, the person or member aggrieved (or any member of our company or our company itself) may apply to the Grand Court of the Cayman Islands for an order that the register be rectified, and the Court may either refuse such application or it may, if satisfied of the justice of the case, make an order for the rectification of the register.

Differences in Corporate Law

The Cayman Companies Act is derived, to a large extent, from the older Companies Acts of England and Wales but does not follow recent United Kingdom statutory enactments, and accordingly there are significant differences between the Cayman Companies Act and the current Companies Act of England. In addition, the Cayman Companies Act differs from laws applicable to United States corporations and their shareholders. Set forth below is a summary of certain significant differences between the provisions of the Cayman Companies Act applicable to us and the comparable laws applicable to companies incorporated in the State of Delaware in the United States.

Mergers and Similar Arrangements

The Cayman Companies Act permits mergers and consolidations between Cayman Islands companies and between Cayman Islands companies and non-Cayman Islands companies. For these purposes, (1) "merger" means the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company, and (2) a "consolidation" means the combination of two or more constituent companies into a consolidated company and the vesting of the undertaking, property and liabilities of such companies to the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or

consolidation, which must then be authorized by (1) a special resolution of the shareholders of each constituent company, and (2) such other authorization, if any, as may be specified in such constituent company's articles of association.

The plan must be filed with the Registrar of Companies together with a declaration as to the solvency of the consolidated or surviving company, a list of the assets and liabilities of each constituent company and an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and that notification of the merger or consolidation will be published in the Cayman Islands Gazette. Court approval is not required for a merger or consolidation effected in compliance with these statutory procedures.

A merger between a Cayman parent company and its Cayman subsidiary or subsidiaries does not require authorization by a resolution of shareholders. For this purpose a subsidiary is a company of which at least 90% of the issued shares entitled to vote are owned by the parent company.

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The consent of each holder of a fixed or floating security interest of a constituent company is required unless this requirement is waived by a court in the Cayman Islands.

Except in certain limited circumstances, a dissenting shareholder of a Cayman Islands constituent company is entitled to payment of the fair value of his or her shares upon dissenting from a merger or consolidation. The exercise of such dissenter rights will preclude the exercise by the dissenting shareholder of any other rights to which he or she might otherwise be entitled by virtue of holding shares, except for the right to seek relief on the grounds that the merger or consolidation is void or unlawful.

In addition, there are statutory provisions that facilitate the reconstruction and amalgamation of companies, provided that the arrangement is approved by a majority in number of each class of shareholders and creditors with whom the arrangement is to be made, and who must, in addition, represent three-fourths in value of each such class of shareholders or creditors, as the case may be, that are present and voting either in person or by proxy at a meeting, or meetings, convened for that purpose. The convening of the meetings and subsequently the arrangement must be sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder has the right to express to the court the view that the transaction ought not to be approved, the court can be expected to approve the arrangement if it determines that:

- the statutory provisions as to the required majority vote have been met;
- the shareholders have been fairly represented at the meeting in question and the statutory majority are acting bona fide without coercion of the minority to promote interests adverse to those of the class;
- the arrangement is such that may be reasonably approved by an intelligent and honest man of that class acting in respect of his interest; and
- the arrangement is not one that would more properly be sanctioned under some other provision of the Cayman Companies Act.

When a takeover offer is made and accepted by holders of 90% of the shares affected within four months the offeror may, within a two-month period commencing on the expiration of such four-month period, require the holders of the remaining shares to transfer such shares on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands but this is unlikely to succeed in the case of an offer which has been so approved unless there is evidence of fraud, bad faith or collusion.

If an arrangement and reconstruction is thus approved, or if a takeover offer is made and accepted, a dissenting shareholder would have no rights comparable to appraisal rights, which would otherwise ordinarily be available to dissenting shareholders of Delaware corporations, providing rights to receive payment in cash for the judicially determined value of the shares.

Shareholders' Suits

In principle, we will normally be the proper plaintiff to sue for a wrong done to us as a company, and as a general rule, a derivative action may not be brought by a minority shareholder. However, based on English law authorities, which would in all

likelihood be of persuasive authority in the Cayman Islands, the Cayman Islands courts can be expected to follow and apply the common law principles (namely the rule in *Foss v. Harbottle* and the exceptions thereto) so that a non-controlling shareholder may be permitted to commence a class action against or derivative actions in the name of the company to challenge:

- an act that is illegal or ultra vires with respect to the company and is therefore incapable of ratification by the shareholders;
- an act that, although not ultra vires, requires authorization by a qualified (or special) majority (that is, more than a simple majority) that has not been obtained; and
- an act that constitutes a "fraud on the minority" where the wrongdoers are themselves in control of the company.

Indemnification of Directors and Executive Officers and Limitation of Liability

The Cayman Companies Act does not limit the extent to which a company's articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. Our articles provide that we shall indemnify our officers and directors against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such directors or officer, other than by reason of such person's dishonesty, willful default or fraud, in or about the conduct of our company's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such director or officer in defending (whether successfully or otherwise) any civil proceedings concerning our company or its affairs in any court whether in the Cayman Islands or elsewhere. This standard of conduct is generally the same as permitted under the Delaware General Corporation Law for a Delaware corporation. In addition, we intend to enter into indemnification agreements with our directors and executive officers that will provide such persons with additional indemnification beyond that provided in our articles.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers or persons controlling us under the foregoing provisions, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Anti-Takeover Provisions in Our Articles

Some provisions of our articles may discourage, delay or prevent a change in control of our company or management that shareholders may consider favorable, including limitations on shareholder rights to nominate or remove directors, as well as provisions that authorize our board of directors to issue preferred shares in one or more series and to designate the price, rights, preferences, privileges and restrictions of such preferred shares without any further vote or action by our shareholders.

Under the Cayman Companies Act, our directors may only exercise the rights and powers granted to them under our articles, as amended and restated from time to time, for what they believe in good faith to be in the best interests of our company and for a proper purpose.

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Directors' Fiduciary Duties

Under Delaware corporate law, a director of a Delaware corporation has a fiduciary duty to the corporation and its shareholders. This duty has two components: the duty of care and the duty of loyalty. The duty of care requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself of, and disclose to shareholders, all material information reasonably available regarding a significant transaction. The duty of loyalty requires that a director act in a manner he or she reasonably believes to be in the best interests of the corporation. He or she must not use his or her corporate position for personal gain or advantage. This duty prohibits self-dealing by a director and mandates that the best interests of the corporation and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder and not shared by the shareholders generally. In general, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach

of one of the fiduciary duties. Should such evidence be presented concerning a transaction by a director, a director must prove the transaction was procedurally fair and provided fair value to the corporation.

As a matter of Cayman law, a director of a Cayman Islands company is in the position of a fiduciary with respect to the company and therefore owes the following duties to the company—a duty to act bona fide in the best interests of the company, a duty not to make a profit based on his or her position as director (unless the company permits him or her to do so), a duty not to put himself or herself in a position where the interests of the company conflict with his or her personal interest or his or her duty to a third party, and a duty to exercise powers for the purpose for which such powers were intended. A director of a Cayman Islands company owes to the company a duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his or her duties a greater degree of skill than may reasonably be expected from a person of his or her knowledge and experience. However, English and Commonwealth courts have moved towards an objective standard with regard to the required skill and care, and these authorities are likely to be followed in the Cayman Islands.

Shareholder Proposals

Under the Delaware General Corporation Law, a shareholder has the right to put any proposal before the annual meeting of shareholders, provided it complies with the notice provisions in the governing documents. The Delaware General Corporation Law does not provide shareholders an express right to put any proposal before the annual meeting of shareholders, but in keeping with common law, Delaware corporations generally afford shareholders an opportunity to make proposals and nominations provided that they comply with the notice provisions in the certificate of incorporation or bylaws. A special meeting may be called by the board of directors or any other person authorized to do so in the governing documents, but shareholders may be precluded from calling special meetings.

The Cayman Companies Act provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. Our articles allow our shareholders holding not less than one-tenth of the voting rights entitled to vote at general meetings to requisition an extraordinary general meeting of our shareholders, in which case our board is obliged to convene an extraordinary general meeting and to put the resolutions so requisitioned to a vote at such meeting. However, our shareholders may propose only ordinary resolutions to be put to a vote at such meetings. Our articles provide no other right to put any proposals before annual general meetings or extraordinary general meetings. As a Cayman Islands exempted company, we are not obligated by law to call shareholders' annual general meetings.

However, our corporate governance guidelines require us to call such meetings every year to the extent required by the applicable listing rules.

Cumulative Voting

Under the Delaware General Corporation Law, cumulative voting for elections of directors is not permitted unless the corporation's certificate of incorporation specifically provides for it. Cumulative voting potentially facilitates the representation of minority shareholders on a board of directors since it permits the minority shareholder to cast all the votes to which the shareholder is entitled on a single director, which increases the shareholder's voting power with respect to electing such director. As permitted under the Cayman Companies Act, our articles do not provide for cumulative voting. As a result, our shareholders are not afforded any less protections or rights on this issue than shareholders of a Delaware corporation.

Removal of Directors

Under the Delaware General Corporation Law, a director of a corporation with a classified board may be removed only for cause with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under our articles, any director may be removed by an affirmative vote of a simple majority of the issued shares as of the applicable record date, with or without cause.

Transactions with Interested Shareholders

The Delaware General Corporation Law contains a business combination statute applicable to Delaware public corporations whereby, unless the corporation has specifically elected not to be governed by such statute by amendment to its certificate of incorporation or bylaws that is approved by its shareholders, it is prohibited from engaging in certain business combinations with an "interested shareholder" for three years following the date that such person becomes an interested shareholder. An interested shareholder generally is a person or a group who or which owns or owned 15% or more of the target's outstanding voting stock or who or which is an affiliate or associate of the corporation and owned

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15% or more of the corporation's outstanding voting stock within the past three years. This has the effect of limiting the ability of a potential acquirer to make a two-tiered bid for the target in which all shareholders would not be treated equally. The statute does not apply if, among other things, prior to the date on which such shareholder becomes an interested shareholder, the board of directors approves either the business combination or the transaction which resulted in the person becoming an interested shareholder. This encourages any potential acquirer of a Delaware corporation to negotiate the terms of any acquisition transaction with the target's board of directors.

The Cayman Companies Act has no comparable statute. As a result, we cannot avail ourselves of the types of protections afforded by the Delaware business combination statute. However, although the Cayman Companies Act does not regulate transactions between a company and its significant shareholders, it does provide that such transactions must be entered into bona fide in the best interests of the company and for a proper corporate purpose and not with the effect of constituting a fraud on the minority shareholders.

Dissolution; Winding Up

Under the Delaware General Corporation Law, unless the board of directors approves the proposal to dissolve, dissolution must be approved by shareholders holding 100% of the total voting power of the corporation. Only if the dissolution is initiated by the board of directors may it be approved by a simple majority of the corporation's outstanding shares. Delaware law allows a Delaware corporation to include in its certificate of incorporation a supermajority voting requirement in connection with dissolutions initiated by the board of directors.

Under the Cayman Companies Act and our articles, our company may be wound up only upon resolution of shareholders holding 100% of the total voting rights entitled to vote or if the winding up is initiated by our board of directors, by either a special resolution of our members or, if our company is unable to pay its debts as they fall due, by an ordinary resolution of our members. In addition, a company may be wound up by an order of the courts of the Cayman Islands. The court has authority to order winding up in a number of specified circumstances including where it is, in the opinion of the court, just and equitable to do so.

Variation of Rights of Shares

Under the Delaware General Corporation Law, a corporation may vary the rights of a class of shares with the approval of a majority of the outstanding shares of such class, unless the certificate of incorporation provides otherwise. Under the Cayman Companies Act and our articles, if our share capital is divided into more than one class of shares, we may materially and adversely vary the rights attached to any class only with the consent in writing of the holders of two-thirds of the shares of that class or with the sanction of a special resolution passed at a general meeting of the holders of the shares of that class.

Amendment of Governing Documents

Under the Delaware General Corporation Law, a corporation's certificate of incorporation may be amended only if adopted and declared advisable by the board of directors and approved by a majority of the outstanding shares entitled to vote, and the bylaws may be amended with the approval of a majority of the outstanding shares entitled to vote and may, if so provided in the certificate of incorporation, also be amended by the board of directors. Under the Cayman Companies Act and our articles, our articles may only be amended by special resolution of our shareholders.

Rights of Non-Resident or Foreign Shareholders

There are no limitations imposed by our articles on the rights of non-resident or foreign shareholders to hold or exercise voting rights on our shares. In addition, there are no provisions in our articles governing the ownership threshold above which shareholder ownership must be disclosed.

Directors' Power to Issue Shares

Under our articles, our board of directors is empowered to issue or allot shares or grant options, restricted shares, restricted share units, share appreciation rights, dividend equivalent rights, warrants and analogous equity-based rights with or without preferred, deferred, qualified or other special rights or restrictions. In particular, pursuant to our articles, our board of directors has the authority, without further action by the shareholders, to issue all or any part of our capital and to fix the designations, powers, preferences, privileges, and relative participating, optional or special rights and the qualifications, limitations or restrictions therefrom, including dividend rights, conversion rights, voting rights, terms of redemption and liquidation preferences, any or all of which may be greater than the rights of our ordinary shares. Our board of directors, without shareholder approval, may issue preferred shares with voting, conversion or other rights that could adversely affect the voting power and other rights of holders of our ordinary shares. Subject to the directors' duty of acting in the best interest of our company, preferred shares can be issued quickly with terms calculated to delay or prevent a change in control of us or make removal of management more difficult. Additionally, the issuance of preferred shares may have the effect of decreasing the market price of the ordinary shares, and may adversely affect the voting and other rights of the holders of ordinary shares.

Inspection of Books and Records

Holders of our ordinary shares will have no general right under the Cayman Companies Act to inspect or obtain copies of our list of shareholders or our corporate records. However, we will provide our shareholders with annual audited financial statements.

Registration Rights

On November 16, 2016, we entered into a registration rights agreement with 667, L.P., Baker Brothers Life Sciences, L.P. and 14159, L.P. ("the Baker Entities"), Hillhouse BGN Holdings Limited, HHLR Fund, L.P. (formerly known as Gaoling Fund, L.P.) and YHG Investment, L.P. ("the Hillhouse Entities"), (each an "Investor" and collectively, the "Investors"), all of which were existing shareholders. The registration rights agreement provides that, subject to certain limitations, if at any time and from time to time, the Investors demand that we register our ordinary shares and any other securities held by the Investors at the time any such demand is made on a Registration Statement on Form S-3 for resale under the Securities Act, we would be obligated to effect such registration. Our registration obligations under the registration rights agreement will continue in effect for up to four years, and include our obligation to facilitate certain underwritten public offerings of our ordinary shares or ADSs by the Investors in the future. The registration rights agreement also requires us to pay expenses relating to such registrations and indemnify the Investors against certain liabilities. On December 1, 2020, we and the Investors entered into an Amendment

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No.1 to the Registration Rights Agreement, effective December 31, 2020, pursuant to which our registration obligations under the Registration Rights Agreement will continue in effect for up to another three years, until December 31, 2023.

Pursuant to the Share Purchase Agreement (the "Share Purchase Agreement") dated October 31, 2019, as amended, by and between us and Amgen Inc. ("Amgen"), Amgen will have specified registration rights upon expiration of a lock-up period. Following demand by Amgen at any time after the expiration of the lock-up period or such earlier time as we in our sole discretion may agree in writing, we shall, subject to certain limits as specified under the Share Purchase Agreement, file with the SEC a Registration Statement on Form S-3 (except if we are not then eligible to register for resale the registrable shares on Form S-3, in which case such registration shall be on another appropriate form in accordance with the Securities Act) covering the resale of the registrable shares of Amgen. In addition, where we propose to register any of our ordinary shares or ADSs under the Securities Act for sale to the public (other than a registration effected solely to implement an employee benefit plan or a transaction to which Rule 145 of the Securities Act is applicable, or a registration statement in a form not available for registering registrable shares for sale to the public), we will give notice to Amgen of our intention to do so and, upon the

request of Amgen, use our reasonable best efforts to cause all the registrable shares of Amgen to be registered under the Securities Act in connection therewith, under specified circumstances and as set forth in the Share Purchase Agreement.

Description of American Depositary Shares

Citibank, N.A. (“Citibank”) acts as the depositary bank for the ADSs. Citibank's depositary offices are located at 388 Greenwich Street, New York, New York 10013. American Depositary Shares are frequently referred to as "ADSs" and represent ownership interests in securities that are on deposit with the depositary bank. ADSs may be represented by certificates that are commonly known as "American Depositary Receipts" or "ADRs." *The depositary bank typically appoints a custodian to safekeep the securities on deposit. In this case, the custodian is Citibank, N.A. - Hong Kong, presently located at 9/F, Citi Tower, One Bay East, 83 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong.*

We have appointed Citibank as depositary bank pursuant to a deposit agreement. A copy of the deposit agreement, as amended, is on file with the SEC under cover of a Registration Statement on Form F-6. You may obtain a copy of the deposit agreement from the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549 and from the SEC's website (www.sec.gov). Please refer to Registration Number 333-209044 when retrieving such copy.

We are providing you with a summary description of the material terms of the ADSs and of your material rights as an owner of ADSs. Please remember that summaries by their nature lack the precision of the information summarized and that the rights and obligations of an owner of ADSs will be determined by reference to the terms of the deposit agreement and not by this summary. *We urge you to review the deposit agreement in its entirety. The portions of this summary description that are italicized describe matters that may be relevant to the ownership of ADSs but that may not be contained in the deposit agreement.*

Each ADS represents the right to receive, and to exercise the beneficial ownership interests in, 13 ordinary shares that are on deposit with the depositary bank and/or custodian. An ADS also represents the right to receive, and to exercise the beneficial interests in, any other property received by the depositary bank or the custodian on behalf of the owner of the ADS but that has not been distributed to the owners of ADSs because of legal restrictions or practical considerations. We and the depositary bank may agree to change the ADS-to-ordinary share ratio by amending the deposit agreement. This amendment may give rise to, or change, the depositary fees payable by ADS owners. The custodian, the depositary bank and their respective nominees will hold all deposited property for the benefit of the holders and beneficial owners of ADSs. The deposited property does not constitute the proprietary assets of the depositary bank, the custodian or their nominees. Beneficial ownership in the deposited property will under the terms of the deposit agreement be vested in the beneficial owners of the ADSs. *The depositary bank, the custodian and their respective nominees will be the record holders of the deposited property represented by the ADSs for the benefit of the holders and beneficial owners of the corresponding ADSs. A beneficial owner of ADSs may or may not be the holder of ADSs. Beneficial owners of ADSs will be able to receive, and to exercise beneficial ownership interests in, the deposited property only through the registered holders of the ADSs, the registered holders of the ADSs (on behalf of the applicable ADS owners) only through the depositary bank, and the depositary bank (on behalf of the owners of the corresponding ADSs) directly, or indirectly, through the custodian or their respective nominees, in each case upon the terms of the deposit agreement.*

If you become an owner of ADSs, you will become a party to the deposit agreement and therefore will be bound to its terms and to the terms of any ADR that represents your ADSs. The deposit agreement and the ADR specify our rights and obligations as well as your rights and obligations as an owner of ADSs and those of the depositary bank. As an ADS holder you appoint the depositary bank to act on your behalf in certain circumstances. The deposit agreement and the ADRs are governed by New York law. However, our obligations to the holders of the ordinary shares will continue to be governed by the laws of the Cayman Islands, which may be different from the laws in the United States.

In addition, applicable laws and regulations may require you to satisfy reporting requirements and obtain regulatory approvals in certain circumstances. You are solely responsible for complying with such reporting requirements and obtaining such approvals. Neither the depositary bank, the custodian, us or any of their or our respective agents or affiliates shall be required to take any actions whatsoever on your behalf to satisfy such reporting requirements or obtain such regulatory approvals under applicable laws and regulations.

The manner in which you own the ADSs (e.g., in a brokerage account vs. as registered holder, or as holder of certificated vs. uncertificated ADSs) may affect your rights and obligations, and the manner in which, and extent to which, the depositary bank's services are made available to you. As an owner of ADSs, we will not treat you as one of our shareholders and you will not have direct shareholder rights. The depositary bank will hold on your behalf the shareholder rights attached to the ordinary shares underlying your

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ADSs. As an owner of ADSs you will be able to exercise the shareholders rights for the ordinary shares represented by your ADSs through the depositary bank only to the extent contemplated in the deposit agreement. To exercise any shareholder rights not contemplated in the deposit agreement you will, as an ADS owner, need to arrange for the cancellation of your ADSs and become a direct shareholder.

As an owner of ADSs, you may hold your ADSs either by means of an ADR registered in your name, through a brokerage or safekeeping account, or through an account established by the depositary bank in your name reflecting the registration of uncertificated ADSs directly on the books of the depositary bank (commonly referred to as the "direct registration system" or "DRS"). The direct registration system reflects the uncertificated (book-entry) registration of ownership of ADSs by the depositary bank. Under the direct registration system, ownership of ADSs is evidenced by periodic statements issued by the depositary bank to the holders of the ADSs. The direct registration system includes automated transfers between the depositary bank and The Depository Trust Company ("DTC"), the central book-entry clearing and settlement system for equity securities in the United States. If you decide to hold your ADSs through your brokerage or safekeeping account, you must rely on the procedures of your broker or bank to assert your rights as ADS owner. Banks and brokers typically hold securities such as the ADSs through clearing and settlement systems such as DTC. The procedures of such clearing and settlement systems may limit your ability to exercise your rights as an owner of ADSs. Please consult with your broker or bank if you have any questions concerning these limitations and procedures. All ADSs held through DTC will be registered in the name of a nominee of DTC. This summary description assumes you have opted to own the ADSs directly by means of an ADS registered in your name and, as such, we will refer to you as the "holder." When we refer to "you," we assume the reader owns ADSs and will own ADSs at the relevant time.

The registration of the ordinary shares in the name of the depositary bank or the custodian shall, to the maximum extent permitted by applicable law, vest in the depositary bank or the custodian the record ownership in the applicable ordinary shares with the beneficial ownership rights and interests in such ordinary shares being at all times vested with the beneficial owners of the ADSs representing the ordinary shares. The depositary bank or the custodian shall at all times be entitled to exercise the beneficial ownership rights in all deposited property, in each case only on behalf of the holders and beneficial owners of the ADSs representing the deposited property.

Dividends and Distributions

As a holder of ADSs, you generally have the right to receive the distributions we make on the securities deposited with the custodian. Your receipt of these distributions may be limited, however, by practical considerations and legal limitations. Holders of ADSs will receive such distributions under the terms of the deposit agreement in proportion to the number of ADSs held as of the specified record date, after deduction of the applicable fees, taxes and expenses.

Distributions of Cash

Whenever we make a cash distribution for the securities on deposit with the custodian, we will deposit the funds with the custodian. Upon receipt of confirmation of the deposit of the requisite funds, the depositary bank will arrange for the funds received in a currency other than U.S. dollars to be converted into U.S. dollars and for the distribution of the U.S. dollars to the holders, subject to the applicable laws and regulations.

The conversion into U.S. dollars will take place only if practicable and if the U.S. dollars are transferable to the United States. The depositary bank will apply the same method for distributing the proceeds of the sale of any property (such as undistributed rights) held by the custodian in respect of securities on deposit.

The distribution of cash will be made net of the fees, expenses, taxes and governmental charges payable by holders under the terms of the deposit agreement. The depositary bank will hold any cash amounts it is unable to distribute in a non-interest bearing account for the benefit of the applicable holders and beneficial owners of ADSs until the distribution can be effected or

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the funds that the depositary bank holds must be escheated as unclaimed property in accordance with the laws of the relevant states of the United States.

Distributions of Shares

Whenever we make a free distribution of the ordinary shares for the securities on deposit with the custodian, we will deposit the applicable number of the ordinary shares with the custodian. Upon receipt of confirmation of such deposit, the depositary bank will either distribute to holders new ADSs representing the ordinary shares deposited or modify the ADS-to-ordinary share ratio, in which case each ADS you hold will represent rights and interests in the additional ordinary shares so deposited. Only whole new ADSs will be distributed. Fractional entitlements will be sold and the proceeds of such sale will be distributed as in the case of a cash distribution.

The distribution of new ADSs or the modification of the ADS-to-ordinary share ratio upon a distribution of the ordinary shares will be made net of the fees, expenses, taxes and governmental charges payable by holders under the terms of the deposit agreement. In order to pay such taxes or governmental charges, the depositary bank may sell all or a portion of the new ordinary shares so distributed.

No such distribution of new ADSs will be made if it would violate a law (e.g., the U.S. securities laws) or if it is not operationally practicable. If the depositary bank does not distribute new ADSs as described above, it may sell the ordinary shares received upon the terms described in the deposit agreement and will distribute the proceeds of the sale as in the case of a distribution of cash.

Distributions of Rights

Whenever we intend to distribute rights to subscribe for additional ordinary shares, we will give prior notice to the depositary bank and we will assist the depositary bank in determining whether it is lawful and reasonably practicable to distribute rights to subscribe for additional ADSs to holders.

The depositary bank will establish procedures to distribute rights to subscribe for additional ADSs to holders and to enable such holders to exercise such rights if it is lawful and reasonably practicable to make the rights available to holders of ADSs, and if we provide all of the documentation contemplated in the deposit agreement (such as opinions to address the lawfulness of the transaction). You may have to pay fees, expenses, taxes and other governmental charges to subscribe for the new ADSs upon the exercise of your

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rights. The depositary bank is not obligated to establish procedures to facilitate the distribution and exercise by holders of rights to subscribe for new ordinary shares other than in the form of ADSs.

The depositary bank will *not* distribute the rights to you if:

- We do not timely request that the rights be distributed to you or we request that the rights not be distributed to you;
- We fail to deliver satisfactory documents to the depositary bank; or
- It is not reasonably practicable to distribute the rights.

The depositary bank will sell the rights that are not exercised or not distributed if such sale is lawful and reasonably practicable. The proceeds of such sale will be distributed to holders as in the case of a cash distribution. If the depositary bank is unable to sell the rights, it will allow the rights to lapse.

Elective Distributions

Whenever we intend to distribute a dividend payable at the election of shareholders either in cash or in additional shares, we will give prior notice thereof to the depositary bank and will indicate whether we wish the elective distribution to be made available to you. In such case, we will assist the depositary bank in determining whether such distribution is lawful and reasonably practicable.

The depositary bank will make the election available to you only if it is reasonably practicable and if we have provided all of the documentation contemplated in the deposit agreement. In such case, the depositary bank will establish procedures to enable you to elect to receive either cash or additional ADSs, in each case as described in the deposit agreement.

If the election is not made available to you, you will receive either cash or additional ADSs, depending on what a shareholder in the Cayman Islands would receive upon failing to make an election, as more fully described in the deposit agreement.

Other Distributions

Whenever we intend to distribute property other than cash, ordinary shares or rights to subscribe for additional ordinary shares, we will notify the depositary bank in advance and will indicate whether we wish such distribution to be made to you. If so, we will assist the depositary bank in determining whether such distribution to holders is lawful and reasonably practicable.

If it is reasonably practicable to distribute such property to you and if we provide all of the documentation contemplated in the deposit agreement to the depositary bank, the depositary bank will distribute the property to the holders in a manner it deems practicable.

The distribution will be made net of fees, expenses, taxes and governmental charges payable by holders under the terms of the deposit agreement. In order to pay such taxes and governmental charges, the depositary bank may sell all or a portion of the property received.

The depositary bank will not distribute the property to you and will sell the property if:

- We do not request that the property be distributed to you or if we request that the property not be distributed to you; or
- We do not deliver satisfactory documents to the depositary bank; or
- The depositary bank determines that all or a portion of the distribution to you is not reasonably practicable.

The proceeds of such a sale will be distributed to holders as in the case of a cash distribution.

Redemption

Whenever we decide to redeem any of the securities on deposit with the custodian, we will notify the depositary bank in advance. If it is practicable and if we provide all of the documentation contemplated in the deposit agreement, the depositary bank will provide notice of the redemption to the holders.

The custodian will be instructed to surrender the shares being redeemed against payment of the applicable redemption price. The depositary bank will convert into U.S. dollars the redemption funds received in a currency other than U.S. dollars upon the terms of the deposit agreement and will establish procedures to enable holders to receive the net proceeds from the redemption upon surrender of their ADSs to the depositary bank. You may have to pay fees, expenses, taxes and other governmental charges upon the redemption of your ADSs. If less than all ADSs are being redeemed, the ADSs to be retired will be selected by lot or on a pro rata basis, as the depositary bank may determine.

Changes Affecting Ordinary Shares

The ordinary shares held on deposit for your ADSs may change from time to time. For example, there may be a change in nominal or par value, split-up, cancellation, consolidation or any other reclassification of such ordinary shares or a recapitalization, reorganization, merger, consolidation or sale of assets of BeiGene. the company.

If any such change were to occur, your ADSs would, to the extent permitted by law and the deposit agreement, represent the right to receive the property received or exchanged in respect of the ordinary shares held on deposit. The depositary bank may in such circumstances deliver new ADSs to you, amend the deposit agreement, the ADRs and the applicable Registration Statement(s) on Form F-6, call for the exchange of your existing ADSs for new ADSs and take any other actions that are appropriate to reflect as to the ADSs the change affecting the ordinary shares. If the depositary bank may not lawfully distribute

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such property to you, the depositary bank may sell such property and distribute the net proceeds to you as in the case of a cash distribution.

Issuance of ADSs Upon Deposit of Ordinary Shares

The depositary bank may create ADSs on behalf of investors who deposit ordinary shares with the custodian. The depositary bank will deliver these ADSs to the person you indicate only after you pay any applicable issuance fees and any charges and taxes payable for the transfer of the ordinary shares to the custodian. Your ability to deposit ordinary shares and receive ADSs may be limited by U.S. and Cayman Islands legal considerations applicable at the time of deposit.

The issuance of ADSs may be delayed until the depositary bank or the custodian receives confirmation that all required approvals have been given and that the ordinary shares have been duly transferred to the custodian. The depositary bank will only issue ADSs in whole numbers.

When you make a deposit of the ordinary shares, you will be responsible for transferring good and valid title to the depositary bank. As such, you will be deemed to represent and warrant that:

- The ordinary shares are duly authorized, validly issued, fully paid, non-assessable and legally obtained.
- All preemptive (and similar) rights, if any, with respect to such ordinary shares have been validly waived or exercised.
- You are duly authorized to deposit the ordinary shares.
- The ordinary shares presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim, and are not, and the ADSs issuable upon such deposit will not be, "restricted securities" (as defined in the deposit agreement).
- The ordinary shares presented for deposit have not been stripped of any rights or entitlements.

If any of the representations or warranties are incorrect in any way, we and the depositary bank may, at your cost and expense, take any and all actions necessary to correct the consequences of the misrepresentations.

Transfer, Combination and Split Up of ADRs

As an ADR holder, you will be entitled to transfer, combine or split up your ADRs and the ADSs evidenced thereby. For transfers of ADRs, you will have to surrender the ADRs to be transferred to the depositary bank and also must:

- ensure that the surrendered ADR is properly endorsed or otherwise in proper form for transfer;
- provide such proof of identity and genuineness of signatures as the depositary bank deems appropriate;
- provide any transfer stamps required by the State of New York or the United States; and
- pay all applicable fees, charges, expenses, taxes and other government charges payable by ADR holders pursuant to the terms of the deposit agreement, upon the transfer of ADRs.

To have your ADRs either combined or split up, you must surrender the ADRs in question to the depositary bank with your request to have them combined or split up, and you must pay all applicable fees, charges and expenses payable by ADR holders, pursuant to the terms of the deposit agreement, upon a combination or split up of ADRs.

Withdrawal of Ordinary Shares Upon Cancellation of ADSs

As a holder, you will be entitled to present your ADSs to the depositary bank for cancellation and then receive the corresponding number of underlying ordinary shares at the custodian's offices. Your ability to withdraw the ordinary shares held in respect of the ADSs may be limited by U.S. and Cayman Islands legal considerations applicable at the time of withdrawal. In order to withdraw the ordinary shares represented by your ADSs, you will be required to pay to the depositary bank the fees for cancellation of ADSs and any charges and taxes payable upon the transfer of the ordinary shares. You assume

the risk for delivery of all funds and securities upon withdrawal. Once canceled, the ADSs will not have any rights under the deposit agreement.

If you hold ADSs registered in your name, the depositary bank may ask you to provide proof of identity and genuineness of any signature and such other documents as the depositary bank may deem appropriate before it will cancel your ADSs. The withdrawal of the ordinary shares represented by your ADSs may be delayed until the depositary bank receives satisfactory evidence of compliance with all applicable laws and regulations. Please keep in mind that the depositary bank will only accept ADSs for cancellation that represent a whole number of securities on deposit.

You will have the right to withdraw the securities represented by your ADSs at any time except for:

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- temporary delays that may arise because (i) the transfer books for the ordinary shares or ADSs are closed, or (ii) the ordinary shares are immobilized on account of a shareholders' meeting or a payment of dividends;
- obligations to pay fees, taxes and similar charges; or
- restrictions imposed because of laws or regulations applicable to ADSs or the withdrawal of securities on deposit.

The deposit agreement may not be modified to impair your right to withdraw the securities represented by your ADSs except to comply with mandatory provisions of law.

Voting Rights

As a holder, you generally have the right under the deposit agreement to instruct the depositary bank to exercise the voting rights for the ordinary shares represented by your ADSs. The voting rights of holders of ordinary shares are described in "— Ordinary Shares".

At our request, the depositary bank will distribute to you any notice of shareholders' meeting received from us together with information explaining how to instruct the depositary bank to exercise the voting rights of the securities represented by ADSs. In lieu of distributing such materials, the depositary bank may distribute to holders of ADSs instructions on how to retrieve such materials upon request.

If the depositary bank timely receives voting instructions from a holder of ADSs, it will endeavor to vote the securities (in person or by proxy) represented by the holder's ADSs in accordance with the voting instructions received from the holders of ADSs.

Our memorandum and articles of association provide that voting of shareholders at any meeting is by poll. Holders of ADSs in respect of which no timely voting instructions have been received, or timely voting instructions have been received however such instructions fail to specify the manner in which the depositary is to vote, shall be deemed to have instructed the depositary to give a discretionary proxy to a person designated by us to vote the ordinary shares represented by such holders' ADSs; provided, that no such instruction shall be deemed given and no such discretionary proxy shall be given with respect to any matter as to which we inform the depositary that we do not wish such proxy to be given; provided, further, that no such discretionary proxy shall be given with respect to any matter as to which we inform the depositary that (i) there exists substantial opposition, or (ii) the rights of shareholders of our company will be materially adversely affected.

Please note that the ability of the depositary bank to carry out voting instructions may be limited by practical and legal limitations and the terms of the securities on deposit. We cannot assure you that you will receive voting materials in time to enable you to return voting instructions to the depositary bank in a timely manner.

Fees and Charges

As an ADS holder, you will be required to pay the following fees under the terms of the deposit agreement:

Service	Fees
• Issuance of ADSs upon deposit of ordinary shares (excluding issuances as a result of distributions of ADSs pursuant to (i) stock dividends or other free stock distributions, or (ii) exercise of rights to purchase additional ADSs)	Up to U.S. $5.00 per 100 ADSs (or fraction thereof) issued
• Delivery of deposited property against surrender of ADSs	Up to U.S. $5.00 per 100 ADSs (or fraction thereof) canceled
• Distribution of cash dividends or other cash distributions (i.e., sale of rights and other entitlements)	Up to U.S. $5.00 per 100 ADSs (or fraction thereof) held
• Distribution of ADSs pursuant to (i) stock dividends or other free stock distributions, or (ii) exercise of rights to purchase additional ADSs	Up to U.S. $5.00 per 100 ADSs (or fraction thereof) held
• Distribution of securities other than ADSs or rights to purchase additional ADSs (i.e., spin-off shares)	Up to U.S. $5.00 per 100 ADSs (or fraction thereof) held
• ADS Services	Up to U.S. $5.00 per 100 ADSs (or fraction thereof) held on the applicable record date(s) established by the depositary bank

As an ADS holder you will also be responsible to pay certain charges such as:

- taxes (including applicable interest and penalties) and other governmental charges;
- the registration fees as may from time to time be in effect for the registration of the ordinary shares on the share register and applicable to transfers of the ordinary shares to or from the name of the custodian, the depositary bank or any nominees upon the making of deposits and withdrawals, respectively;

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- such cable, telex and facsimile transmission and delivery expenses as are expressly provided in the deposit agreement to be at the expense of the person depositing ordinary shares or withdrawing deposited securities or of the holders and beneficial owners of ADSs;
- the expenses and charges incurred by the depositary bank in the conversion of foreign currency;
- the fees and expenses incurred by the depositary bank in connection with compliance with exchange control regulations and other regulatory requirements applicable to the ordinary shares, deposited securities, ADSs and ADRs; and
- the fees and expenses incurred by the depositary bank, the custodian or any nominee in connection with the servicing or delivery of deposited property.

ADS fees and charges payable upon (i) deposit of the ordinary shares against issuance of ADSs and (ii) surrender of ADSs for cancellation and withdrawal of the ordinary shares are charged to the person to whom the ADSs are delivered (in the case of ADS issuances) and to the person who delivers the ADSs for cancellation (in the case of ADS cancellations). In the case of ADSs issued by the depositary bank into DTC or presented to the depositary bank via DTC, the ADS issuance and cancellation fees and charges will be payable by the DTC participant(s) receiving the ADSs from the depositary bank or the DTC participant(s) surrendering the ADSs to the depositary bank for cancellation, as the case may be, on behalf of the beneficial

owner(s) and will be charged by the DTC participant(s) to the account(s) of the applicable beneficial owner(s) in accordance with the procedures and practices of the DTC participant(s) as in effect at the time. ADS fees and charges in respect of distributions and the ADS service fee are payable by holders as of the applicable ADS record date established by the depositary bank. In the case of distributions of cash, the amount of the applicable ADS fees and charges is deducted from the funds being distributed. In the case of (i) distributions other than cash and (ii) the ADS service fee, holders as of the ADS record date will be invoiced for the amount of the ADS fees and charges and such ADS fees and charges may be deducted from distributions made to holders of ADSs. For ADSs held through DTC, the ADS fees and charges for distributions other than cash and the ADS service fee may be deducted from distributions made through DTC, and may be charged to the DTC participants in accordance with the procedures and practices prescribed by DTC and the DTC participants in turn charge the amount of such ADS fees and charges to the beneficial owners for whom they hold ADSs.

In the event of refusal to pay the depositary bank fees, the depositary bank may, under the terms of the deposit agreement, refuse the requested service until payment is received or may set off the amount of the depositary bank fees from any distribution to be made to the ADS holder. Certain of the depositary fees and charges (such as the ADS services fee) may become payable shortly after the closing of the ADS offering. Note that the fees and charges you may be required to pay may vary over time and may be changed by us and by the depositary bank. You will receive prior notice of such changes. The depositary bank may reimburse us for certain expenses incurred by us in respect of the ADR program, by making available a portion of the ADS fees charged in respect of the ADR program or otherwise, upon such terms and conditions as we and the depositary bank agree from time to time.

Amendments and Termination

We may agree with the depositary bank to modify the deposit agreement at any time without your consent. We undertake to give holders 30 days' prior notice of any modifications that would materially prejudice any of their substantial rights under the deposit agreement. We will not consider to be materially prejudicial to your substantial rights any modifications or supplements that are reasonably necessary for the ADSs to be registered under the Securities Act or to be eligible for book-entry settlement, in each case without imposing or increasing the fees and charges you are required to pay. In addition, we may not be able to provide you with prior notice of any modifications or supplements that are required to accommodate compliance with applicable provisions of law.

You will be bound by the modifications to the deposit agreement if you continue to hold your ADSs after the modifications to the deposit agreement become effective. The deposit agreement cannot be amended to prevent you from withdrawing the ordinary shares represented by your ADSs (except as permitted by law).

We have the right to direct the depositary bank to terminate the deposit agreement. Similarly, the depositary bank may in certain circumstances on its own initiative terminate the deposit agreement. In either case, the depositary bank must give notice to the holders at least 30 days before termination. Until termination, your rights under the deposit agreement will be unaffected.

After termination, the depositary bank will continue to collect distributions received (but will not distribute any such property until you request the cancellation of your ADSs) and sell the securities held on deposit. After the sale, the depositary bank will hold the proceeds from such sale and any other funds then held for the holders of ADSs in a non-interest bearing account. At that point, the depositary bank will have no further obligations to holders other than to account for the funds then held for the holders of ADSs still outstanding (after deduction of applicable fees, taxes and expenses).

Books of Depositary

The depositary bank will maintain ADS holder records at its depositary office. You may inspect such records at such office during regular business hours but solely for the purpose of communicating with other holders in the interest of business matters relating to the ADSs and the deposit agreement.

The depositary bank will maintain in New York facilities to record and process the issuance, cancellation, combination, split-up and transfer of ADSs. These facilities may be closed from time to time, to the extent not prohibited by law.

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Limitations on Obligations and Liabilities

The deposit agreement limits our obligations and the depositary bank's obligations to you. Please note the following:

- We and the depositary bank are obligated only to take the actions specifically stated in the deposit agreement without negligence or bad faith.
- The depositary bank disclaims any liability for any failure to carry out voting instructions, for any manner in which a vote is cast or for the effect of any vote, provided it acts in good faith and in accordance with the terms of the deposit agreement.
- The depositary bank disclaims any liability for any failure to determine the lawfulness or practicality of any action, for the content of any document forwarded to you on our behalf or for the accuracy of any translation of such a document, for the investment risks associated with investing in the ordinary shares, for the validity or worth of the ordinary shares, for any tax consequences that result from the ownership of ADSs, for the credit-worthiness of any third party, for allowing any rights to lapse under the terms of the deposit agreement, for the timeliness of any of our notices or for our failure to give notice.
- We and the depositary bank will not be obligated to perform any act that is inconsistent with the terms of the deposit agreement.
- We and the depositary bank disclaim any liability if we or the depositary bank are prevented or forbidden from or subject to any civil or criminal penalty or restraint on account of, or delayed in, doing or performing any act or thing required by the terms of the deposit agreement, by reason of any provision, present or future of any law or regulation, or by reason of present or future provision of any provision of our memorandum and articles of association, or any provision of or governing the securities on deposit, or by reason of any act of God or war or other circumstances beyond our control.
- We and the depositary bank disclaim any liability by reason of any exercise of, or failure to exercise, any discretion provided for in the deposit agreement or in our memorandum and articles of association or in any provisions of or governing the securities on deposit.
- We and the depositary bank further disclaim any liability for any action or inaction in reliance on the advice or information received from legal counsel, accountants, any person presenting ordinary shares for deposit, any holder of ADSs or authorized representatives thereof, or any other person believed by either of us in good faith to be competent to give such advice or information.
- We and the depositary bank also disclaim liability for the inability by a holder to benefit from any distribution, offering, right or other benefit that is made available to holders of ordinary shares but is not, under the terms of the deposit agreement, made available to you.
- We and the depositary bank may rely without any liability upon any written notice, request or other document believed to be genuine and to have been signed or presented by the proper parties.
- We and the depositary bank also disclaim liability for any consequential or punitive damages for any breach of the terms of the deposit agreement.
- No disclaimer of any Securities Act liability is intended by any provision of the deposit agreement.
- Nothing in the deposit agreement gives rise to a partnership or joint venture, or establishes a fiduciary relationship among us, the depositary bank and you as ADS holder.
- Nothing in the deposit agreement precludes Citibank (or its affiliates) from engaging in transaction transactions in which parties adverse to us or the ADS owners have interests, and nothing in the deposit agreement obligated obligates Citibank to disclose

those transactions, or any information obtained in the course of those transactions, to us or to the ADS owners, or to account for any payment received as part of those transactions.

As the above limitations relate to our obligations and the depositary bank's obligations to you under the deposit agreement, we believe that, as a matter of construction of the clause, such limitations would likely to continue to apply to ADS holders who withdraw the ordinary shares from the ADS facility with respect to obligations or liabilities incurred under the deposit agreement before the cancellation of the ADSs and the withdrawal of the ordinary shares, and such limitations would most likely not apply to ADS holders who withdraw the ordinary shares from the ADS facility with respect to obligations or liabilities incurred after the cancellation of the ADSs and the withdrawal of the ordinary shares and not under the deposit agreement.

In any event, you will not be deemed, by agreeing to the terms of the deposit agreement, to have waived our or the depositary bank's compliance with U.S. federal securities laws and the rules and regulations promulgated thereunder. In fact, you cannot waive our or the depositary bank's compliance with U.S. federal securities laws and the rules and regulations promulgated thereunder.

Pre-Release Transactions

The depositary bank has informed us that it no longer engages in pre-release transactions and has no intention to do so in the future.

Taxes

You will be responsible for the taxes and other governmental charges payable on the ADSs and the securities represented by the ADSs. We, the depositary bank and the custodian may deduct from any distribution the taxes and governmental charges payable by holders and may sell any and all property on deposit to pay the taxes and governmental

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charges payable by holders. You will be liable for any deficiency if the sale proceeds do not cover the taxes that are due.

The depositary bank may refuse to issue ADSs, to deliver, transfer, split and combine ADRs or to release securities on deposit until all taxes and charges are paid by the applicable holder. The depositary bank and the custodian may take reasonable administrative actions to obtain tax refunds and reduced tax withholding for any distributions on your behalf. However, you may be required to provide to the depositary bank and to the custodian proof of taxpayer status and residence and such other information as the depositary bank and the custodian may require to fulfill legal obligations. You are required to indemnify us, the depositary bank and the custodian for any claims with respect to taxes based on any tax benefit obtained for you.

Foreign Currency Conversion

The depositary bank will arrange for the conversion of all foreign currency received into U.S. dollars if such conversion is practical, and it will distribute the U.S. dollars in accordance with the terms of the deposit agreement. You may have to pay fees and expenses incurred in converting foreign currency, such as fees and expenses incurred in complying with currency exchange controls and other governmental requirements.

If the conversion of foreign currency is not practical or lawful, or if any required approvals are denied or not obtainable at a reasonable cost or within a reasonable period, the depositary bank may take the following actions in its reasonable discretion:

- convert the foreign currency to the extent practical and lawful and distribute the U.S. dollars to the holders for whom the conversion and distribution is lawful and practical;
- distribute the foreign currency to holders for whom the distribution is lawful and practical; and
- hold the foreign currency (without liability for interest) for the applicable holders.

Governing Law/Waiver of Jury Trial

The deposit agreement and the ADRs will be interpreted in accordance with the laws of the State of New York. The rights of holders of ordinary shares (including the ordinary shares represented by ADSs) is governed by the laws of the Cayman Islands.

AS A PARTY TO THE DEPOSIT AGREEMENT, YOU **IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW**, YOUR RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF THE DEPOSIT AGREEMENT OR THE ADRs AGAINST US AND/OR THE DEPOSITARY BANK.

The deposit agreement provides that, to the extent permitted by law, ADS holders waive the right to a jury trial of any claim they may have against us or the depositary bank arising out of or relating to our ordinary shares, the ADSs or the deposit agreement, including any claim under U.S. federal securities laws. If we or the depositary bank opposed a jury trial demand based on the waiver, the court would determine whether the waiver was enforceable in the facts and circumstances of that case in accordance with applicable case law. However, you will not be deemed, by agreeing to the terms of the deposit agreement, to have waived our or the depositary bank's compliance with U.S. federal securities laws and the rules and regulations promulgated thereunder.

Exhibit 10.20

BeiGene (Shanghai) Co., Ltd.
百济神州（上海）生物科技有限公司
Employment contract
劳动合同

Employee No. 工号：

Employee Name 姓名： WANG LAI

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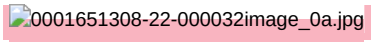

10.4.4

BEIGENE, LTD.

EMPLOYMENT CONTRACT
劳 动 合 同

This Employment Contract (the "Contract") is between:
本劳动合同（"合同"）在以下双方之间签订：

Party A: BeiGene (Shanghai) Co., Ltd. (the "Company")
甲方: 百济神州（上海）生物科技有限公司（"公司"） AMENDMENT NO. 3 TO SHARE PURCHASE AGREEMENT
Legal Representative法定代表人:DR. WU. XIAOBIN

Registered Address注册地址: 中国（上海）自由贸易试验区蔡伦路780号4楼D座
Postal Code邮政编码:200120

Party B: WANG LAI (the "Employee")
乙方: WANG LAI （"员工"）
ID Card Number证件号：[ ]
Mailing Address通讯地址：[ ]
Contact Phone Number 电话号码：[ ]
Personal Email Address 个人电子邮件地址：[ ]

I. THIS AMENDMENT NO. 3 (this "General Provision
总则

1. Amendment General Provision总则

Pursuant") to the PRC Labor Law, the PRC Employment Contract Law and other relevant PRC laws and regulations, through mutual consultation and agreement on the basis of legality, fairness, equality, voluntariness, and good faith, the Company and Employee hereby enter into this Contract and abide by the terms hereof.
根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》和相关法律法规，公司和员工遵循合法、公平、平等自愿、诚实信用的原则，经协商达成一致，签订本合同，共同遵守本合同所列条款。

Appendix One, Confidentiality, Intellectual Property Right, Non-Solicitation, Non-Competition, and Appendix Two, Supplementary Agreement, are components of this Contract.
附件一保密、知识产权权益、禁止招揽、竞业限制，和附件二补充约定是本合同的组成部分。

II. Term of the Contract
合同期限

2. Term and Management during Probation Period 合同期限

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This Contract is an open-ended employment contract, the term of which will start from January 1, 2022.
本合同为无固定期限劳动合同：合同期自2022年1月1日起。

DISCLAIMER

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III. Job Description and Workplace 工作内容和工作地点

3. Job Position, Duties and Workplace 工作内容和工作地点

Party B shall render services to the Company in the position of **Global Head of R&D** and perform job duties and responsibilities in accordance with Party A's relevant requirement. If Party B has failed to meet requirements for job duties and responsibilities or failed to fulfill his/her assignment, he/she shall be treated to be incompetent for his/her job.
乙方的工作岗位为**全球研发负责人**，乙方应根据甲方的相关要求履行工作职责。乙方完不成本职工作任务的，视为乙方不能胜任本职工作。

Party B's workplace is in **Shanghai** and other places where Party A and its affiliates operate, manage and carry out business. According to the nature of Party B's work, Party A may arrange for Party B to rotate posts in various branches and business sites within the aforesaid regions, go on business trips, training or temporarily assignment, or work outside the aforesaid regions as required by the work.
乙方的工作地点为**上海**及甲方及其关联方经营管理、开展业务的其他地点。根据乙方的工作性质，甲方可以根据工作需要安排乙方在上述区域内的各分支机构、经营场所轮岗工作，或安排乙方在上述区域外出差、培训或临时性外派工作。

4. Adjustment of the Position, Duties and Workplace 工作岗位、职责和地点的调整

Party B agrees that Party A reserves the full discretion to adjust Party B's position, duties and workplace, according to its business needs and Party B's work performance. At Party A's sole discretion, Party B may be dispatched to work at Party A's branch offices. Party B's labor remuneration shall be adjusted according to the new position.
乙方同意甲方有权根据经营管理的需要及乙方自身的工作表现依法调整乙方的工作岗位、职责及地点。根据甲方决定，乙方可以被外派至甲方的分支办事处工作。乙方的劳动报酬按新的岗位予以调整。

If Party B is not competent to perform his/her duties, Party A shall have the right to adjust Party B's position. Party B's labor remuneration shall be adjusted according to the new position, and Party A shall have the right to arrange Party B's on-duty or off-duty training, which shall be complied with by Party B.
在乙方不能胜任工作时，甲方有权调整乙方的工作岗位，乙方的劳动报酬按新的岗位予以调整，甲方也有权安排乙方进行在岗或离岗的培训，乙方应遵照执行。

If Party B has different opinions on the work arrangement and post adjustment of Party A, he/she shall submit these opinions to the Human Resources department in writing within three days. Party A will make decisions in accordance with the work needs and the actual situation of Party B. Before a new decision is made, Party B shall still comply with the work arrangement and post adjustment decision made by Party A. If Party B refuses to obey such decision, he/she may be subject to disciplinary action.
乙方对甲方的工作安排和岗位调整有不同意见的，应当在三日内以书面形式向人力资源部门提出，甲方将根据工作需要和乙方实际情况进行决定。在甲方作出新的决定前，乙方仍应服从甲方作出的工作安排和岗位调整决定；乙方拒绝服从的，甲方可按违纪处理。

5. Standard of Work Performance 绩效标准

Party A implements a work performance evaluation system. Party B's standard of work performance shall be determined according to this system, Party B's work duties and Party A's requirements. Party B shall complete all work assigned by Party A and meet the stipulated working standard.
甲方实行绩效考核制度。乙方的绩效标准应按照甲方绩效考核制度及其工作职责和甲方要求确定。乙方应完成甲方指定的工作，达到规定的绩效标准。

6. No Conflict of Interest 禁止利益冲突

Party B shall always guarantee that he/she will fulfill the duties of delivery as required by Party A during his/her employment with Party A. Party B shall devote all of his/her time, energy and skills to the business of Party A during his/her working hours; carry out Party A's instructions and orders; and not engage in other work and business. Party B shall work diligently and conscientiously for Party A only and must not, directly or indirectly, work for or serve in any third party or seek any business on his /her own.
乙方在受雇于甲方期间内应始终保证按照甲方的要求完成交付的职责。乙方应在工作时间内以其全部时间、精力和技能致力于甲方的业务，并应执行甲方的指示和命令而不得从事其它工作和业务。乙方应勤勉尽责地仅为甲方工作，不得直接或间接为第三方工作或在其中任职，或自谋任何营业。

Party B shall also avoid following conflicts between his/her self-interests and Party A's interests:
乙方还应避免以下个人利益与甲方利益之间发生冲突情形：

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(1) Party B shall not become a controlling shareholder or interest owner of an enterprise (such as the client) having or likely to have business contact with Party A, and shall not act as the director or partner in the competitor of Party A.
乙方不得成为与甲方有或可能有业务往来的企业（如客户）的主要股东或拥有相应利益者；不得担任与甲方有竞争业务的企业的董事、合伙人。

(2) Party B shall not become Party A's competitor, directly or indirectly, by whatever means.
乙方不得以任何方式直接或间接地成为甲方竞争对手。

(3) Without Party A's prior consent, Party B shall not have business contact, directly or indirectly, with Party A's clients by whatever means.
未经甲方同意，乙方不得以任何方式与甲方顾客的业务发生直接或间接的牵连。

(4) Without Party A's approval, Party B shall not support or promote products and/or services of Party A's competitor by whatever means.
未经甲方批准，乙方不得以任何方式支持或推销竞争对手的产品或服务。

(5) If Party B or Party B's relatives, friends and the institutions they serve have or attempt to do business with Party A, Party B shall notify Party A in advance of the special status of Party A's business contact. Without the consent of Party A, Party B shall not do business with the Company, nor shall Party B do business pertaining to the Company's business with his/her relatives, friends or the institutions they serve. Meanwhile, Party B shall take the initiative to avoid participating in the decision of whether the Company shall do business with Party B's relatives, friends and the institutions they serve.
乙方或乙方亲友及其所服务的机构与甲方发生或试图发生业务往来的，乙方应事先告知甲方关于业务往来方的特殊身份。未经甲方同意，乙方不得与公司发生业务往来，乙方亦不得就公司业务与其亲友及其所服务机构发生业务往来。同时，乙方应主动回避参与决定公司是否与其亲友及其所服务的机构进行业务往来事宜。

During the contract term, if Party B has conflict of interest with Part A as stated above, he/she shall be regarded to have severely violated Party A's rules and regulations, in which case, Party A is entitled to terminate the Employment Contract with Party B.
乙方与甲方劳动关系存续期间，与甲方有前款规定的利益冲突的，则视为乙方严重违反了甲方的规章制度，甲方有权解除与乙方的劳动合同。

IV. Working Hours, Rest and Vacations
工作时间和休息休假

7. Working Hours 工作时间

Party B's position shall implement the following working hour system (2).
乙方所在岗位执行下述工时制度（ 2 ）。

(1) Standard working hours system: Party B works no more than 8 hours a day and no more than 40 hours a week; the specific working hours shall be determined and adjusted by Party A; time spent on meal, break and traveling is not be included in the working hours.
标准工时工作制：员工每日工作时间不超过八小时，每周工作时间不超过四十小时；具体工作时间由甲方确定和调整；就餐、休息和交通在途时间不计算为工作时间。

(2) Flexible working hours system: Party B shall abide by the attendance policy formulated by Party A and comply with the work arrangement and evaluation management of Party A. If Party B needs to adjust the attendance time for business purpose, he/she shall inform his/her supervisor and ensure an unobstructed communication. If Party B could not be reached and fails to provide evidence afterwards to substantiate that he/she was at and there was a reasonable cause for the of communication, he/she may be subject to disciplinary action. As regards to any meeting, activity, training or other work instructions with clear time requirements arranged by Party A, Party B must attend or complete on time, otherwise it will be recorded as absenteeism.
不定时工作制：乙方应遵守甲方制定的出勤制度，服从甲方的工作安排和考核管理；乙方因工作原因需要调整出勤时间的，应告知上级主管并保持个人通讯联系畅通，对乙方无法联系而事后又不能提供证据证明处于工作状态和通讯联系中断合理原因的，甲方可予以违纪处理；对于甲方安排的会议、活动、培训及其他有明确时间要求的工作指令，乙方必须准时参加或完成，否则按旷工处理。

Party A may determine and adjust Party B's daily working hours in accordance with laws and business needs.
甲方可根据法律规定和经营需要确定和调整乙方日常工作时间。

8. Work Overtime加班

Party A doesn't encourage its employees to work overtime. Party B shall improve his/her working method and improve efficiency to finish tasks within the statutory working hours. If Party A has, due to business needs and in accordance with legal provisions, requested Party B to work overtime, Party B shall accept and the arrangement. If

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Party B has applied for working overtime, such application shall be approved by Party A according to Party A's relevant regulations, otherwise Party B's action shall not be regarded to have worked overtime.
甲方不提倡员工加班，乙方应当改进工作方法，提高工作效率，在法定的工作时间内完成工作任务。但若因经营需要，在法律规定范围内，甲方要求乙方加班的，乙方须同意接受并服从甲方的工作安排。若乙方申请加班的，须按甲方相关制度的规定经甲方批准，未经甲方安排或批准的，不视作加班。

Hours and salary for overtime work shall exercise Party A's systems. If Party B has initiatively asked for alternative time off for accrued overtime or practically accepted the alternative time off for his/her overtime work, it shall be deemed that Party B has waived his/her claim for overtime pay.
加班时间控制和工资结算按甲方制度执行。但若乙方加班后，主动要求调休或实际接受了调休的，则视为乙方放弃了主张支付加班费的权利。

The overtime work system stipulated in this article shall only apply to employees who implement the standard working hours system or the comprehensive working hours system. Attendance for employees with flexible working hours system shall be implemented according to the Company's regulations and superiors' requirements. Unless otherwise stipulated by law, employees under flexible working hours system generally may not enjoy overtime treatment.
本条款规定的加班制度只适用于执行标准工时制或者综合工时制的员工。不定时工时制出勤根据公司制度和上级要求执行，除法律另有规定外，一般不享受加班待遇。

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9. Vacations 休假

Party B shall be able to enjoy the Chinese public holidays, paid annual leave, marriage leave, maternity leave, and other leave periods applicable to him/her in accordance with PRC laws. Party B shall take leave based around the business needs of Party A and follow relevant approval procedures for taking any leave so as to ensure that the business of the Company will not be adversely affected due to the absence of Party B. Party A shall also have the right to arrange and adjust Party B's leave according to the business needs.
乙方将依法享受国家法定节假日、法定带薪年休假、婚假、产假及其他适用于其本人的休息休假。乙方应根据甲方的业务需要，按照相关休假审批程序安排各种休假，以保证公司的业务不会因其休假受到不利影响。甲方亦有权根据工作需要安排和调整乙方休假。

V. Remuneration 劳动报酬

10. Salaries工资

The monthly salary standard of the Employee shall be implemented in accordance with offer letter and salary agreement signed by both Parties. The monthly gross salary of the Employee is RMB **282,918.17**. The aforesaid labor remuneration has already included various subsidies and allowances stipulated by the state.
员工每月工资的工资标准按聘用意向书和双方签署的薪酬约定文件执行。税前月基本工资为人民币**282,918.17**元。前述劳动报酬中已经包含国家规定的各项津贴补贴。

If Party B may enjoy overtime pay, the monthly salary standard agreed herein shall be used as the calculation base of overtime pay
乙方如有加班工资的，以本合同约定的月工资标准作为加班工资计算基数。

11. Salary Adjustment工资调整

Party A normally reviews the salaries of employees yearly. Adjustments are made at the sole discretion of Party A or through collective negotiation on the basis of individual work performance, the Company's operating conditions, the inflation rate, and market salary survey data provided by authoritative institutions, but this does not imply that salary increases will be rewarded.
甲方每年将审核员工的工资水平。根据乙方的工作表现、公司的经营状况、通货膨胀率及由权威机构发布的市场薪酬调查数据，甲方有权单方或通过集体协商的方式调整乙方的工资，但这并不代表甲方一定会加薪。

12. Payment of Salaries 工资支付

Party A shall pay the Employee's salary in arrears, which will be paid via bank transfer on the 30th day of each month. If the salary payment date falls on a rest day or a public holiday, the salary shall be paid on the working day immediately prior to it. If the bank fails to transfer the salary on time due to the bank's cause, which has delayed Party B's salary to his/her account, it shall not be regarded that Party A has delayed the payment. The salary will be pro-rated on a daily basis in accordance with the relevant PRC laws and regulation for any periods of less than one full calendar month during the term of this Contract.
甲方将于每月三十日通过银行转账的方式向员工支付当月的工资。如工资支付日是法定休息日或节假日的，则工资应提前在最近的工作日支付。若因转账银行自身原因，导致乙方的工资迟延到达乙方个人账户的，乙方不视为甲方拖欠工资。如乙方于本合同履行期间某月实际工作天数少于整个日历月的，工资将依法按比例以日计发。

Party A will deduct the individual income tax, social security and housing fund contributions, and any other payments that Party B is liable for under applicable law when paying the monthly salary.

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甲方在向乙方支付每月工资时，将从乙方工资中扣除个人所得税、社会保险、住房公积金及任何其他依法应由乙方个人自行承担的费用。
Party B's first and last month's salary shall be paid according to the salary payment regulations of the Company.
乙方入职及离职月份的工资，根据甲方工资支付制度处理。

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13. Bonus 奖金

In addition to the above salary, Party A has the total discretion to decide on the bonus payment (if any). The bonus is not part of remuneration to Party B as stated in the contract. It is completely subject to the Company's discretion to decide the eligibility, amount and payment method of the said discretionary bonus. The bonus is not only award for Party B's achievements, but also a reward for Party B's continuous employment with Party A. As a condition precedent, Party B shall remain Party A's regular employee (i.e. without receiving termination notice or sending resignation notice) on the date of bonus disbursement. To avoid any doubt, Party A has no legal obligation to provide the bonus.
除上述工资外，甲方有权自主决定是否给乙方发放奖金，该奖金不构成本合同约定甲方必须支付乙方的劳动报酬。该奖金是否支付以及支付方式、支付数额将完全由甲方决定。基于该奖金不仅是甲方对乙方做出业绩的回报，更是对乙方能够与甲方保持劳动关系的奖励，在奖金实际支付当日，乙方与甲方之间的劳动关系必须存续，且双方均未于该日或之前向对方发出解除或终止劳动关系的通知，否则乙方无权获得奖金。但无论如何，向乙方发放奖金并非甲方的义务。

14. Individual Income Tax个人所得税

Party B's compensation stipulated in this Contract is accounted on a gross basis and is paid in Renminbi. It is Party B's obligation to pay individual income tax according to PRC laws. Party A will withhold the income tax from each payment accordingly.
本合同规定的乙方工资为扣税前数额，以人民币支付。乙方有义务根据中国法律缴纳个人所得税。甲方将依法从支付给乙方的每笔款项中，扣除乙方应当缴纳的个人所得税。

15. Salary Information 工资信息

Party B's salary information is confidential. Party B shall not discuss with or disclose such information to any third party (including other colleagues of Party A), except to his/her immediate supervisor or head of the Human Resource department. Party B may seek advice from the Human Resources department regarding any questions about his/her remuneration.
乙方的工资信息为保密信息，乙方不得与任何第三方（包括甲方的其他员工）讨论或向其披露该等事项，但与直接上级或人力资源部门主管讨论除外。乙方如对其劳动报酬有疑问，可以直接向人力资源部门提出。

VI. Benefits 福利

16. Statutory Social Insurance and Housing Fund法定社会保险及住房公积金

The social insurance and other statutory benefits of Party B will be executed in accordance with laws and regulations of the state or domicile and internal company rules and policies of the Company. Party A shall go through relevant procedures and shall withhold and deduct the contributions that Party B is liable for per the PRC laws. Where Party B, for personal reasons, fails to transfer his/her social relationship such as social insurance to Party A within the time limit required by Party A, thereby causing Party A to fail to make its contributions on time and suffer further losses (such as overdue fine or penalty) in addition to repayment of the contributions, it shall be deemed that Party B has caused loss to Party A and shall remedy such loss.
社会保险及其他法定福利将按照国家或公司注册地法律法规及公司规章制度执行。甲方为乙方办理有关手续，并依法代扣代缴乙方依法应自行承担的费用。因乙方个人原因未能按照甲方要求的时间将社会保险等关系转入甲方，致使甲方未能按时为其缴纳费用，且因此导致甲方受到其他损失（如滞纳金、罚款等）的，视为乙方给甲方造成了损失，乙方应予以赔偿。

Upon the end or termination of this Contract, the formalities shall be dealt with in accordance with the relevant PRC laws and regulations.
当双方终止或解除本合同后，有关手续按照国家有关规定执行。

17. Work-related Injury Insurance工伤保险

Party A provides work-related injury insurance for Party B. If Party B suffers from work-related illnesses or injuries, he/she will be entitled to the benefits as stipulated by PRC laws.
甲方向乙方提供中国法律规定的工伤保险。乙方患职业病或因工负伤的，其待遇按照国家有关规定执行。

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VII. Labor Protection and Working Conditions
劳动保护和劳动条件

18. Labor Protection and Working Conditions劳动保护和劳动条件

Party A shall provide Party B with appropriate working conditions, facilities/equipment, and labor protection in accordance with PRC laws, as well as the management needs of Party A.
甲方将根据中国法律和甲方经营管理的需要为乙方提供适当的劳动条件、劳动设施/设备及劳动防护用品。

VIII. Internal Company Policies
内部规章制度

19. Formulation of the Internal Company Rules and Policies 规章制度的制定

Party A is entitled to periodically formulate or revise its internal company rules and policies, such as Employee Handbook, other specific regulations (if so), etc. Party A will notify or publicize Party B any internal rules and policies so formulated or revised. Publicity methods include but are not limited to the publication in the intranet or on the office network platform, written printing and distribution, bulletin board publicity, conference training publicity, e-mail or written notice, employee representatives' countersignature and other forms. Party B has the obligation to take the initiative to understand and strictly comply withand execute these internal company policies.
甲方有权根据经营管理需要，定期依照法律法规制定或修订其内部规章制度，如员工手册、其他单行规定（如有）等。甲方将制定或修订后的规章制度告知乙方或进行公示，公示方式包括但不限于在公司局域网或办公网络平台公布、书面印刷发放、公告栏公示、会议培训宣传、电子邮件或书面通知、员工代表会签等形式，乙方有义务主动了解并应严格遵守执行。

Party B confirms that he/she has been aware of the Employee Handbook and other rules and regulations of the Company at the time of signing this Contract and undertakes to strictly comply with them.
乙方确认在签署本合同同时已经知晓《员工手册》等所有公司的规章制度并承诺将严格遵照执行。

20. Disciplinary Actions towards Violation of Internal Company Rules and Policies 违反规章制度的处分

If Party B breaches the internal company rules and policies, Party A may take disciplinary actions and penalties against him/her up until the termination of this Contract according to provisions of this Contract, relevant internal rules and policies and relevant PRC laws. If Party B causes economic losses to Party A due to his/her fault, Party B shall compensate Party A. Party A may also deduct the compensation from Party B's deserved labor remuneration or other expenses.
乙方违反公司规章制度的，甲方有权根据本劳动合同、相关内部规章制度及中国法律对其进行纪律处分和经济处罚，直至解除劳动合同。乙方因过错给甲方造成经济损失的，乙方应予以赔偿，甲方也可以从乙方应得劳动报酬或其它费用中扣除赔偿费用。

IX. Confidentiality, Intellectual Property Right, Non-Solicitation & Non-Competition
保密、知识产权权益、禁止招揽、竞业禁止

21. Confidential Obligation, Intellectual Property Right, Non-Solicitation & Non-Competition保密义务、知识产权权益、禁止招揽、竞业禁止

Confidential obligation, Intellectual Property Right, Non-Solicitation and Non-Competition are included as Appendix One of this Contract. This Appendix One shall be effective during the employment relationship between Party A and Party B, and the dismissal and termination of the Employment contract (for whatever reason) shall not affect the validity of such document, unless otherwise agreed by the Parties. The Employee hereby agrees to abide by all obligations stipulated in the Appendix One. Any violation of the Appendix One will result in disciplinary actions and economic punishments against him/her up until the termination of this Contract. Party B shall compensate Party A if he/she causes economic losses to Party A due to his/her fault. Party A may also deduct the compensation from Party B's deserved labor remuneration or other expense.

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保密、知识产权权益、禁止招揽和竞业禁止作为本合同附件一，在甲乙双方劳动关系存续期间始终有效，且劳动合同的解除与终止（不论何种原因）不会导致该文件的失效，除双方另行约定外。乙方同意遵守该文件规定的各项义务。乙方违反该文件约定将受到甲方的纪律处分和经济处罚，直至解除劳动合同。乙方因过错给甲方造成经济损失的，乙方应予以赔偿，甲方也可以从乙方应得劳动报酬或其它费用中扣除赔偿费用。

X. Amendment, Termination, End, and Renewal of the Contract
合同的变更、解除、终止和续订

22. Amendment of the Contract 合同的变更

Party B understands and expressly agrees that the Company may, subject to the operation or business demands, and the professional, technical or physical conditions and performance of Party B, temporarily or permanently transfer Party B to another position with reasonable cause.
乙方知悉并明确承诺同意，公司可以根据业务或经营需要以及乙方的专业、技术能力或身体条件和工作表现，合理地将乙方临时性或永久性地调整到另一工作岗位。

23. Termination Based on Mutual Agreement 协商解除

This Contract may be terminated if the Parties mutually agree to the termination.
经双方协商一致，可以解除本合同。

24. Unilateral Termination by Party A With Immediate Effect 甲方单方立即解除

Party A may immediately terminate this Contract without making any severance pay to Party B by giving notice of termination at any time under any of the following circumstances:
乙方有下列情形之一的，甲方有权随时通知乙方解除本合同，而无需支付经济补偿：

(1) Where the Company proves that Party B has failed to meet the recruitment requirements during the probation period;
在试用期间被证明不符合录用条件的；

(2) Where Party B has seriously violated the internal rules and policies of the Company;
严重违反公司规章制度的；

(3) Where Party B has committed a serious dereliction of duty or engaged in corrupt practices, causing substantial damage to the interests of the Company;
严重失职，营私舞弊，对公司利益造成重大损害的；

(4) Where Party B is subject to criminal liabilities or labor education and rehabilitation;
被依法追究刑事责任或劳动教养的；

(5) Where Party B has established an additional employment relationship with another business that materially affects the employee's performance of tasks assigned by the Company, or refuses to rectify the situation after the same is brought to his/her attention by the Company;
乙方同时与其他用人单位建立劳动关系，对完成公司的工作任务造成严重影响，或者经公司提出拒不改正的；

(6) Where Party B uses such means as deception, coercion or exploitation of the Company's difficult situation to cause the Company to sign this Contract, or to make an amendment thereto, that is contrary to the Company's true intent; or
乙方以欺诈、胁迫的手段或乘人之危，致使公司在违背真实意思的情况下订立或者变更本合同的；或

(7) Other circumstance occurs as provided by the PRC laws and regulations.
法律法规规定的其他情形。

25. Unilateral Termination by Party A With Prior Notice 甲方单方提前通知解除

Under any of the following circumstances, Party A may unilaterally terminate this Contract:
乙方有以下情形之一的，甲方可单方解除本合同：

(1) Where Party B suffers from an illness or a non-work-related injury and is unable to take up the original work or any other work assigned by Party A to him/her upon the conclusion of his/her medical treatment leave;

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乙方患病或非因工负伤，在规定的医疗期满后，不能从事原工作，也不能从事由甲方另行安排的工作的；

(2) Where Party B is unable to competently perform the work responsibilities and remains incompetent after undergoing a training or being assigned to another position;
乙方不能胜任工作，经过培训或调整工作岗位，仍不能胜任工作的；

(3) Where a material change to the objective circumstances under which this Contract was executed has occurred and rendered this Contract unenforceable, and the Parties have failed to reach an agreement on an amendment to this Contract after consultation; or
合同订立时所依据的客观情况发生重大变化，致使本合同无法履行，经甲方与乙方协商，未能就变更本合同内容达成一致的；或

(4) Other circumstance occurs as provided by the PRC laws and regulations.
法律法规规定的其它情形。

However, for termination under any of the above circumstances, Party A will provide thirty (30) days prior written notice or Party B's last month salary in lieu of notice to Party B.
但是，甲方因上述原因解除本合同的，应当提前三十（30）日书面通知乙方或按照乙方上一个月的工资标准向乙方支付代通知金。

26. Downsizing经济性裁员

If any of the following circumstances makes it necessary to reduce the workforce by 20 persons or more or by a number of persons that is less than 20 but accounts for 10 percent or more of the total number of Party A's employees, Party A may reduce the workforce after it has explained the circumstances to its trade union or to all of its employees 30 days in advance, has considered the opinions of the trade union or the employees and has subsequently reported the workforce reduction plan to the labour administrative authorities:
有下列情形之一，需要裁减人员20人以上或者裁减不足20人但占甲方员工总数10%以上的，甲方提前30日向工会或者全体职工说明情况，听取工会或者职工的意见后，裁减人员方案经向劳动行政部门报告，可以裁减员工：

(1) Party A is restructuring pursuant to the Enterprise Bankruptcy Law;
甲方依照企业破产法规定进行重整的；

(2) Party A experiences serious difficulties in production and/or business operations;
甲方生产经营发生严重困难的；

(3) Party A switches production, introduces a major technological innovation or revises its business method, and, after amending of employment contracts, still needs to reduce its workforce; or
甲方转产、重大技术革新或者经营方式调整，经变更劳动合同后，仍需裁减人员的；或

(4) There are other major changes in the objective economic circumstances relied upon at the time of conclusion of this Contract, rendering it impossible to perform.
其它因劳动合同订立时所依据的客观经济情况发生重大变化，致使劳动合同无法履行的。

27. Restrictions on the Unilateral Termination by Party A 甲方单方解除的限制情形

Under any of the following circumstances, Party A may not terminate this Contract pursuant to Article 25:
乙方有下列情形之一的，甲方不能依据本合同第二十五条解除本合同：

(1) Where Party B is engaged in operations exposing him to occupational disease hazards and has not undergone a pre-departure occupational health check-up, or is suspected of having contracted an occupational disease and is being diagnosed or under medical observation;
从事接触职业病危害作业，未进行离岗前职业健康检查，或者疑似职业病病人在诊断或者医学观察期间的；

(2) Where Party B has been confirmed by a work capability assessment committee to have lost or partially lost the ability to work due to an occupational disease or a work-related injury sustained with the Company; 在公司患职业病或因工负伤，并经劳动能力鉴定委员会的鉴定，确认丧失或者部分丧失劳动能力的；

(3) Where Party B has contracted an illness or sustained a non-work-related injury and the statutory period of medical care has not expired;

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患病或非因工负伤，在规定的医疗期内的；

(4) Where Party B is a female employee and is in her pregnancy, confinement, or nursing period;
女职工在孕期、产期、哺乳期的；

(5) Where Party B has been working for Party A continuously for 15 years and is less than 5 years away from his/her statutory retirement age; or
在甲方连续工作满十五年，且距法定退休年龄不足五年的；或

(6) Other circumstances as stipulated by the laws or administrative statutes.
法律、行政法规规定的其他情形。

28. Resignation of Party B 乙方辞职

Party B may unilaterally terminate this Contract by giving three days prior written notice to Party A during the probation period.
乙方在试用期内应提前三日书面通知公司方可单方解除本合同。

After the probation period, if Party B wishes to resign, he/she shall give 30 days prior written notice.
试用期后，乙方辞职应履行提前三十日书面通知的法定义务。

During the period between the submission of the written resignation notice and the termination of this Contract, the Employee shall continue to work as usual and begin to conduct handover matters, unless the Company requests otherwise.
自书面解除通知提交之日起至本合同解除之日止，除非公司另有规定，员工应照常工作，并配合完成交接工作。

29. End of the Contract合同的终止

This Contract shall be ended if:
有下列情形之一的，本合同终止：

(1) The Contract term expires;
本合同期满的；

(2) Party B has reached his/her statutory retirement age or been qualified for endowment insurances;
乙方达到其法定退休年龄的或依法享受养老保险待遇的；

(3) Party B dies or is declared dead or missing by a People's Court;
乙方死亡，或者被人民法院宣告死亡或者宣告失踪的；

(4) Party A is declared bankrupt;
甲方被依法宣告破产的；

(5) Party A has its business license revoked, is ordered to close, is closed down, or Party A decides on early dissolution;
甲方被吊销营业执照、责令关闭、撤销或者甲方决定提前解散的；

(6) Party A decides on early liquidation; or
甲方决定提前清算的；或

(7) Other circumstance specified by laws or administrative statutes occur.
法律、行政法规规定的其他情形。

30. Handover工作交接

Party B shall carry out the following handover procedures upon the termination or ending of this Contract at the request of Party A, or else Party A will be entitled to seek compensation from Party B for any economic losses:
本合同解除或终止的，乙方应按照甲方的要求办理下列工作交接手续，否则甲方有权要求乙方赔偿甲方所受到的经济损失：

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(1) Party B shall describe the work content, ongoing work/project development, and customer relationship to the person designated by Party A;
向甲方指定的人员陈述工作内容、正在处理工作/项目的进展、客户关系；

(2) Party B shall return to the person designated by Party A all documents, materials, archives, passwords to information systems, keys, entrance certificates, computer software and equipment, credit cards, mobile phones, or any other property that is in the possession, control, or custody of Party B and belongs to Party A or relates to the business or affairs of Party A;
向甲方指定的人员交还文件、资料、档案、信息系统权限、钥匙、出入证、计算机软件及设备、信用卡、移动电话或任何由其持有、控制或保管的甲方所有的或与甲方业务或事务相关联的财产等；

(3) Party B shall make all financial settlements with the person appointed by Party A, including but not limited to, repayment of any cash advance, getting outstanding expenses reimbursed, compensating for any economic losses caused by Party B, or compensating for the liquidated damages Party B is liable for under a training agreement due to termination; and
与甲方指定的人员办理离职结算，包括但不限于向甲方清偿借支资金、办理未报销款项的报销、赔偿因乙方个人原因给甲方造成的经济损失、赔偿因甲方离职而根据培训协议应承担的违约金等；及

(4) Party B shall make a detailed statement in writing, where requested by Party A, about the above handover procedures.
如甲方要求，乙方应对前述交接工作做出详细的书面材料说明。

If Party B fails to return any documents (including photocopies and electronic files) or properties belonging to Party A, or fails to compensate Party A for the losses caused by Party B, then Party A has the right to deduct the amount payable to Party B (including but not limited to salaries and financial compensation) accordingly, and shall have the right to take other appropriate measures to safeguard its legitimate rights and interests.
如乙方未返还任何属于甲方的文件（包括复印件和电子文件）或财物，或有给甲方造成的损失未予以赔偿的，甲方有权从应付给乙方的款项中（包括但不限于工资和经济补偿金）予以相应扣除，并有权采取其他适当措施以维护其合法权益。

31. Transfer of Social Insurance and Archives社会保险及档案转移

Party A will issue the termination or end certification to Party B as requested by Party B upon the termination or ending of this Contract and will transfer his/her personnel archives and social insurance records. Party B shall actively assist Party A with the foregoing procedures, for instance, telling Party A where his/her personal achieves will be kept. If the transfer of the personnel archives and social insurance fails due to Party B's personal reasons, he/she shall be liable for any relevant consequences and responsibilities.
本合同解除或终止的，如乙方要求，甲方将为乙方开具解除或终止本合同的证明，并为乙方办理人事档案、社会保险关系转移手续。乙方应积极配合甲方办理前述手续，如应当告知甲方其档案的转入地方。因乙方原因导致未能转移人事档案、社会保险关系的，相关后果及责任由乙方自行承担。

XI. Severance Pay and Compensation
经济补偿与赔偿

32. Severance Pay经济补偿

If Party A is required to pay a severance payment to Party B upon the termination or expiration of this Contract, such payment shall be managed in accordance with the relevant laws and regulations.
本合同解除或终止，甲方依法需向乙方支付经济补偿金的，按照相关法律规定执行。

33. Compensation Responsibility of Party B's Breach of this Contract
乙方违约的赔偿责任

If Party B breaches the provisions of this Contract, the rules and policies of the Company, or the PRC laws and regulations and thereby has caused economic losses to Party A, he/she shall compensate Party A for such losses.
乙方违反本合同约定、公司规章制度或国家及工作地规定，对甲方造成经济损失的，应依法向甲方承担赔偿责任。

XII. Post-Termination Obligations
解除或终止后义务

34. 解除或终止后的活动Activity after dismissal or termination

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Unless otherwise required by Party A, Party B shall immediately cease all activities in the name of Party A upon the dismissal or termination of this Contract.
除非甲方另有要求，当本合同解除或终止时，乙方必须立即停止以甲方名义从事一切活动。

35. Post-termination Confidentiality Obligations解除或终止后的保密义务

After the termination or ending of this Contract, Party B shall still be subject to the confidentiality obligations and obligations related to intellectual property rights.
在本合同解除或终止后，乙方仍应遵守保密义务及有关知识产权的义务。

36. No Solicitation禁止招揽

After the termination or ending of this Contract, Party B shall continue to be bound by the non-solicitation obligations set forth in the Appendix One.
在本合同解除或终止后，乙方仍应遵守附件一关于不招揽的约定。

37. No Competition 竞业限制

In terms of the non-competition provision in Appendix One, unless Party A notifies that such provision shall not be executed, Party B shall continue to be bound by the non-competition obligations after the dismissal or termination of this Contract.
对于附件一竞业限制的约定，除非甲方通知不执行该约定，则在本合同解除或终止后，乙方仍应遵守竞业限制的约定。

XIII. Labor Dispute劳动争议

38. Labor Dispute Settlement争议解决

Any disputes between both Parties arising from this Contract shall be handled in accordance with the following labor dispute handling procedures:
本合同项下产生的乙方与甲方之间的任何争议，应按如下争议处理程序处理：

Both Parties will try to settle the dispute through friendly consultation. If the parties are unwilling or fail to settle the dispute, either party may apply to the labor dispute conciliation committee for conciliation. Either or both parties may also directly apply to the labor dispute arbitration committee for arbitration.
甲方和乙方双方将尽力通过友好协商解决争议。若任何一方不愿或未能解决争议的，双方均可向劳动争议调解委员会申请调解。一方或双方也可以直接向劳动争议仲裁委员会申请仲裁。

If either Party disagrees with the arbitration ruling and the ruling is not a final ruling under the laws or is revoked according to the laws by a People's Court with competent jurisdiction, the party may file a proceeding in the People's Court where Party A is located within fifteen days of receiving the notice of the arbitration ruling or the court decision revoking the arbitration ruling, as applicable.
若任何一方对仲裁裁决不服且该仲裁裁决非终局裁决或该裁决被有管辖权的人民法院依法撤销的，则可以自收到仲裁裁决书之日起或法院做出撤销决定之日起十五日内，向甲方所在地的人民法院提起诉讼。

XIV. Miscellaneous
其他

39. Governing Law 适用法律

The validity, conclusion and performance of this Contract shall be governed by the PRC laws and regulations.
本合同的效力、订立、履行均适用中国相关法律法规的规定。

40. Supplementary Agreement 补充协议

If there is any issue not covered in this Contract, the Parties may agree on and conclude it in supplementary agreements.
本合同的未尽事宜，可由双方协商签订补充协议。

Supplementary agreements shall be the component of this Contract.
本合同的补充协议是本合同的组成部分。

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41. Severability部分条款的效力

If any article of this Contract is regarded as illegal, invalid or unenforceable, the validity, effectiveness, and enforceability of other articles shall not be affected.
本合同任何条款被认定违法、无效或不可执行的，不影响本合同其他条款的合法性、效力和可执行性。

42. Waiver of the Rights权利的放弃

A delay or failure to exercise a right under this Contract by either Party will not constitute a waiver of that right.
任一方未行使或未能及时行使其在本合同项下的相关权利的，并不表示该一方已经放弃该项权利。

43. Timely Notification of Information Change信息变更的及时通知

Party B's address listed at the top of this Contract shall be treated as the mailing address of Party B.
本合同首部列明的乙方住址为乙方的通讯地址。

Party B confirms that the mailing address listed at the top is valid and the mail sent by Party A to this address may be safely and completely received and opened and read personally by Party B. Any notice or correspondence sent at the above address shall be deemed to have performed Party A's written notice obligation. Party B acknowledges and agrees that any document sent (registered post or EMS) pursuant to this address with the relevant postal receipt shall be regarded as delivered. Party B shall bear the adverse consequences if he/she refuses to accept the mail or the mail cannot be delivered due to other reasons.
乙方确认首部列明的地址为有效的通讯联系地址，甲方向该地址寄送的邮件可以被乙方安全、完整的接收并亲自拆封、阅读，任何通知或通讯联系，只要按上述地址发送，即应视作甲方已履行书面通知义务；乙方确认并同意任何依该地址寄送（挂号邮寄或邮政快递）的文件，凭有关邮寄凭证即视为送达，乙方拒收邮件或因其它原因导致邮件不能送达的，由乙方承担不利后果。

Party B shall notify Party A in writing within 5 working days of any change to personal information such as his/her ID/passport number, residing address, post address, household registration location, spousal status, or child status. Otherwise, any communication sent to the post address most recently provided to Party A by Party B shall be deemed properly delivered to Party B.
乙方的个人信息，如身份证/护照号码、住址、通讯地址、户籍所在地、婚姻家庭状况等发生变更的，应当在变更之日起五个工作日内书面通知甲方。乙方未按照本条规定通知甲方的，甲方按照乙方最近一次提供的通讯地址向乙方发送各类文件均构成有效送达。

44. Execution of the Contract合同的签署

This Contract shall take effect when Party B signs the Contract and Party A places its seal on the Contract.
本合同经乙方签署并加盖甲方公章后生效。

45. Language of the Contract合同的语言

This Contract shall be written in both Chinese and English. Both language versions shall be equally authentic. In the event of any inconsistency between the two versions, the Chinese version shall prevail.
本合同以中英文书写，两种文本具有同等效力。如中英文本之间存在差异，应以中文文本为准。

46. Copies合同的份数

This Contract is executed in two originals and each party will have one original.
本合同一式两份。甲方与乙方各持一份。

Party B confirms that he/she has read this Contract, and accepts and agrees to the each provision of this Contract (including all Appendixes). Before signing this Contract, Party A has fully informed Party B of its basic information, including but not limited to the work content, working hours, working conditions, working place, occupational hazards, production safety, labor remuneration, etc. Party B has fully inquired Party A about the unknown matters and other information he/she needs to know, and Party A has informed Party B of all relevant issues. Party B consciously and voluntarily establishes the labor relationship with Party A and signs this Contract completely based on his/her real willingness, and there is no reason other than Party B that forces him/her into signing this Contract. Party B confirms that all the information and documents provided to Party A by himself/herself during the establishment of labor relationship with Party A shall be authentic, complete and accurate.
乙方确认，已阅读本合同，并同意接受本合同的所有条款（包括所有附件）。在签订本合同前,甲方已经向乙方充分详尽告知了甲方基本情况，包括但不限于工作内容、工作时间、工作条件、工作地点、职业危害、安全生产状况、劳动报酬等，乙方就不明事宜以及需要了解的其他情况已经向甲方充分地询问，甲方已将相关问题全部告知乙方；乙方完全基于本人的真实意愿从而自觉自愿的与甲方建立劳动关系并签署本合同，不存在任何乙方以外的原因迫使乙方签署本合同。 乙方确认其在劳动关系建立过程中提供给甲方的所有信息和文件都是真实、完整和准确的。

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Party B confirms that he/she has no labor relationship with any other entity, nor does he/she engage in any behavior or matter that has any conflict of interest with Party A in any form. The establishment of labor relationship between Party A and Party B shall not violate any contractual or legal obligations assumed by Party B (such as the non-competition obligation to Party B's former employer), and Party B shall have the ability and authority to sign employment contracts with Party A. Party B confirms that he/she has not entered into any agreement, contract or appointment restricting his/her business activities as an employee of Party A. Party B confirms and guarantees that he/she shall not disclose, use or induce Party A to use any proprietary information or trade secrets belonging to others. Party B confirms and guarantees that he/she has returned all proprietary and confidential information to the owner thereof.
乙方确认，乙方与任何其他实体不存在劳动关系，也没有以任何形式从事与甲方有利益冲突的行为或事项，乙方与甲方建立劳动关系不违反乙方承担的任何合同义务或法定义务（比如对乙方前任雇主的竞业限制义务），并且乙方拥有与甲方签订劳动合同的能力与权限。乙方确认乙方未曾签定任何限制其作为甲方员工开展业务活动的任何协议、合同或约定。乙方确认并保证乙方不会向甲方披露，使用或诱使甲方使用任何属于他人的专有信息或商业秘密。乙方确认并保证乙方已经将所有的专有保密信息返还给了该信息所有者。

Party B confirms and guarantees that he/she has the work permit and residence permit that meet the requirements of the state and local governments.
乙方确认并保证其具有符合国家和地方政府要求的工作许可和居留证件。

Party A Company Chop 甲方盖章	Party B Signature乙方签字
/s/ BeiGene (Shanghai) Co., Ltd. 百济神州（上海）生物科技有限公司	/s/ WANG LAI
Date日期: 2021.12.30	Date日期: 2021.12.30

APPENDIX ONE:
附件一

CONFIDENTIALITY, INTELLECTUAL PROPERTY RIGHT, NON-SOLICITATION, NON-COMPETITION
保密、知识产权权益、禁止招揽、竞业限制

I. Confidentiality
保密

The position of Party B is **Global Head of R&D**, and such position is of the nature of core business and/or senior management for Party A and has access to large amount of Party A's commercial secrets and confidential information.
乙方在甲方担任**全球研发负责人**职务，该职位系甲方核心业务和/或高级管理职位，能够接触到甲方大量的商业秘密与保密信息。

The commercial secrets and confidential information of Party A are important intangible property of Party A. Party B understands and acknowledges that he/she may access and acquire the Confidential Information (defined below) of Party A while working for Party A.
甲方的商业秘密与保密信息是甲方的重要无形资产，乙方理解并承认，其在甲方工作期间可能接触和了解甲方的保密信息（见下述定义）。
Party B understands and acknowledges that it will materially damage Party A's economic interests or hurt Party A in business competition if Party B directly or indirectly discloses to a third party (especially the present or potential competitor of Party A) any Confidential Information of Party A.
乙方理解并承认，直接或间接向第三方（特别是甲方现有或潜在的竞争对手）披露甲方的任何保密信息，将会严重损害甲方的经济利益或使甲方处于非常不利的竞争地位。

1. Confidential Information 保密信息

Confidential Information refers to all information obtained by Party B in the course of his/her employment with Party A that belongs or is available to Party A and/or its affiliates except for information generally available to the public. Confidential Information includes any information regarding the business and affairs of Party A or any of its affiliates, including, but is not limited to：

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保密信息指乙方在甲方工作期间得知的甲方和/或其关联方所拥有或所知悉的所有信息，但公众已普遍知悉的信息除外。该等保密信息包括任何与甲方或其关联方的业务或事务有关的信息，包括但不限于：

(1) Discoveries, inventions, products, product improvements, processes, methods, techniques, formulas, compositions, compounds, research projects, etc.;
发现、发明、产品、产品改良、工序、方法、技术、配方、组成、复合物、研究项目等；

(2) Business strategies and methods, marketing or promotional policies or activities, business development plans, client information, financial information, personnel information, all forms of research data, and management methods;
商业策略和方法、营销或促销的政策或活动、业务拓展计划、客户信息、财务信息、人员信息、各种类别的研究数据和管理方法；

(3) Any information that the customers and/or business partners of Party A or any of its affiliates consider confidential and in respect of which Party A or any of its affiliates may be subject to confidentiality or non-disclosure obligations；and
甲方或其关联方的客户、商业伙伴认为保密的，并且甲方或其关联方对此承担保密或不披露义务的任何信息，以及

(4) All other information of any nature which may be disclosed or made known to Party B at any time during the course of his/her employment with Party A.
乙方在受雇于甲方的任何时候被告知或得知的任何其他信息。

For the purpose of this Section, Confidential Information will not be deemed to be generally available to the public only because it is known to a few people to whom it might be of commercial interest or because it is contained in broad or generic disclosures to the public. And, a combination/organization of two or more pieces of Confidential Information shall not be deemed generally available to the public only because the pieces are individually available to the public.
为本条之目的，不能仅因为保密信息已被对其拥有商业利益的少数人知悉，或包含在向公众的一般性披露中，即认定其已为公众普遍知悉。并且，不能仅因为保密信息的各个组成部分已为公众普遍知悉，即认定两个或以上的保密信息的组合已为公众普遍知悉。

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2. Confidentiality Obligation 保密义务

Party B is obligated to safeguard Confidential Information. Party B undertakes to safeguard Confidential Information, maintain Party A's business reputation and, undertakes the following:
乙方负有严守保密信息的义务。乙方承诺其将谨慎尽职地保守保密信息，维护甲方的商誉，并履行下列义务：

(1) Party B shall use Confidential Information only for the purposes of fulfilling his/her work duties assigned by Party A;
仅为完成甲方交付工作的目的使用保密信息;

(2) Except for the purpose of fulfilling his/her work duties, Party B shall not disclose Confidential Information to any third party without prior written consent of Party A, unless it is required by PRC laws and regulations;
非为本职工作目的，未经甲方事先书面许可，不得将保密信息披露给任何第三方，除非这是中国法律法规设定的义务；

(3) Except for the purpose of fulfilling his/her work duties, Party B shall not use or permit any third party to use Confidential Information without prior written consent of Party A;
非为本职工作的目的，未经甲方事先书面许可，不得使用或允许任何第三方使用保密信息；

(4) Except for the purpose of fulfilling his/her work duties, Party B shall not duplicate, remake, copy, or distribute Confidential Information or its carrier without prior written consent of Party A; and
非为本职工作的目的，未经甲方事先书面许可，不得复制、再造、复印、分发保密信息或其载体；及

(5) Party B shall inform his/her current and subsequent employers of his/her continuous obligations regarding Confidential Information in accordance with this Agreement.
将乙方根据本协议负有的持续的保密义务告知现雇主和未来的雇主。

3. Protection of Confidential Information 保密信息的保护

Party B acknowledges that upon the termination or end of his/her employment with Party A, or at any time as requested by Party A, Party B shall immediately return to Party A or the relevant affiliate (and shall not keep in his/her possession, reproduce or deliver to anyone else) any and all computers, discs, CDs, electric storage devices, software, photographic records, video and sound records, documents, papers, books, materials, archives, receipts, vehicles, credit cards, correspondence, manuals, records, and/or other property and documents that belong to Party A or its affiliates, as well as any and all copies thereof which are under his or her possession and/or control. Party B hereby agrees that if he/she has stored any Confidential Information in his/her own personal property (such as a personal computer, electric storage device, etc.), he/she shall provide

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Party A with a copy of such Confidential Information and then permanently delete Confidential Information from his/her personal property. If the copying or the deletion as discussed in this Section is not feasible for any reason, upon the request of Party A, Party B shall transfer the ownership of such personal property to Party A, and Party A shall compensate Party B in an amount equal to the actual value of the property. Upon the termination or ending of Party B's employment with Party A or at any time during such employment as requested by Party A, Party B shall sign and deliver to Party A a written certification confirming his/her compliance with the obligations under this Section.
乙方承诺，在其离职时或在工作中应甲方随时要求，乙方应立即向甲方或相应的关联方归还（并不得继续占有、复制或向他人交付）任何及所有属于甲方或关联方的计算机、磁盘、CD、电子存储设备、软件、图片、影像、录音、文件、证件、帐册、资料、档案、收据、车辆、信用卡、信件、手册、记录、其他所有的财产和文件、以及乙方占有和/或控制的任何和全部上述物件的复制件。乙方同意，如乙方在其个人财产（如个人电脑、电子存储设备等）中存有任何保密信息，乙方应向甲方提供该等保密信息的复制件，并将该等保密信息从乙方的个人财产中永久删除。如本款提及的复制或删除因任何原因而无法实现，应甲方要求，乙方应向甲方转移该个人财产的所有权，甲方应向乙方支付金额等于该个人财产实际价值的补偿金。在乙方离职时或在工作期间内甲方随时要求时，乙方应签署并交付给甲方一份书面证明，证明其已履行本条项下的义务。

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4. Continuance of Confidentiality Obligation 保密义务的存续

Party B acknowledges that his/her confidentiality obligations under Article 1, Article 2 and Article 3 of the Appendix One shall apply during the term of the Employment Contract or Internship Contract and shall continue after the Employment Contract has been terminated/ended (for any reason whatsoever) until such information has become public knowledge. If Party B breaches his/her confidentiality obligations, he/she shall compensate Party A for the losses Party A suffers from his/her violation. Party B's confidentiality obligations shall continue to notwithstanding his/her payment of any damages to Party A in accordance with this Section.
乙方承诺，其在本附件一第1条、第2条和第3条下的保密义务在劳动合同内均将存续，并在劳动合同解除/终止（无论因何种原因而解除/终止）后仍将持续，直至此等信息不再是保密信息（但因乙方的违约行为而导致该等信息成为公众所能普遍获取的信息除外）。乙方违反其保密义务的，应当向甲方赔偿甲方因此受到的损失。乙方根据本条规定赔偿甲方损失的，仍应承担前述保密义务。

5. Liabilities for Breach of Confidentiality Obligation 违反保密义务的责任

If Party B breaches any confidentiality obligation in this Contract, the Employee shall be liable as what follows:
乙方如违反本合同中任何保密义务，应当承担如下违约责任：

(1) Party A is entitled and authorized to require Party B to compensate Party A for losses caused by his/her violation to this Agreement. Party A's actual losses include but are not limited to all reasonable expenses paid by Party A for the purpose of performing this clause, such as travel and transportation expenses, translation fees, attorneys fees, notarization fees, judicial certification fees, expenses for retaining third parties to conduct relevant investigations, etc. and damages to Party A's intangible properties such as business reputation. Even where Party B has paid the losses incurred to Party A in accordance with this clause or has compensated Party A for the losses, he/she shall continue to undertake the confidentiality obligations under this Contract.
乙方的违约行为给甲方造成损失的，甲方有权要求乙方赔偿甲方损失，甲方的实际损失包括但不限于甲方为执行本条款所承担的各项合理费用，如差旅费、交通费、翻译费、律师费、诉讼费、公证费、司法鉴定费、委托第三方进行调查的费用等；和给甲方商誉等无形财产造成的损失等。乙方根据本条规定赔偿甲方损失后，仍应继续承担本合同项下的保密义务；

(2) Where Party A's Confidential Information is publicized due to Party B's breaches of the Contract, Party B shall compensate Party A the total value of such Confidential Information.
因乙方的违约行为造成甲方的保密信息公开的，乙方应当向甲方赔偿该保密信息的全部价值。

II. Intellectual Property Rights
知识产权权益

6. Assignment of Intellectual Property Rights 知识产权的归属

6.1 During Party B's employment with Party A and within one (1) year after the termination/expiration of employment relationship, Party B shall promptly and fully disclose to Party A and acknowledge that all right, ownership, and interest in and to any and all developments, inventions, discoveries, designs, improvements, copyrights ,trademarks, service marks, domain names, trade secrets, mask works and similar property rights, whether or not patentable, copyrightable and registrable under patent law, copyright law or similar laws (collectively herein referred to as **"Developments"**) that Party B may solely or jointly conceive, develop, author, reduce to practice or otherwise produce during the term of this Contract or Party B's employment with Party A, shall be owned by Party A and are hereby assigned exclusively to Party A of such Developments and any intellectual property and other property rights (collectively herein referred to as **"Intellectual Property Rights"**), without additional compensation. For inventions that Party A seeks to obtain patent protection, Party A is entitled and authorized to formulate Inventor Policy for Inventions and shall make it as amended from time to time. Party B agrees to abide by the policy formulated by Party A.

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6.1 在乙方劳动关系存续期间及乙方离职后一年内，关于乙方可能独自或与他人联合构想、开发、制作、促成实施或以其它方式产生的所有开发、发明、发现、设计、改进、著作权、商业标志、服务标志、域名、商业秘密、集成电路布局（即掩模作品）以及类似的知识财产权利，不论其在专利法或其他法律下为可专利的或不可专利的、可著作权的或不可著作权的以及可注册或不可注册的（在此统称**"开发"**），乙方应立即并充分向甲方披露，并确认该等开发及其所有权利、权属和利益为甲方所有。乙方在没有额外补偿的情况下，在此将该等**开发**的权利和其任何知识产权以及其他相关的权利（在此统称"**知识产权**"）让渡与甲方独有。对于甲方需要专利保护的发明，甲方有权制定发明奖励政策并令其不时地被修订以鼓励此等开发。乙方同意遵守甲方制定的发明奖励政策。

6.2 Party B waives and quitclaims to Party A any and all claims of any nature whatsoever that Party B now or hereafter may have for infringement, including but not limited to any or all properties (ownerships), application rights, litigation rights and any other rights relating to intellectual properties of such Developments assigned to Party A.
6.2 对于在此让渡于甲方的与前述开发有关的知识产权，乙方放弃目前或将来任何可能的针对甲方的任何性质的侵权请求，包括但不限于任何和全部所有权、申请权、诉讼权以及其他知识产权相关的权益。

6.3 Party B owns any Intellectual Property Rights about which he/she proves all of the following:
6.3 乙方在证明以下所有各项后，可以拥有该等知识产权：

(1) It was developed entirely on Party B's non-working time;
其完全是在乙方非工作时间开发的；

(2) None of Party A's equipment, supplies, facilities, services, or trade secret information were used in its development;
其是乙方未利用甲方的设备、供应、设施、服务或商业秘密信息而开发的；

(3) It does not relate (1) directly to Party A's business or (2) to the actual or demonstrably anticipated business, research or development of Party A; and
其（1）与甲方业务无直接联系，或（2）与甲方实际或可表明其进行的业务、研究或开发无关；以及

(4) It does not result from any work performed by Party B for Party A.
其非由乙方为甲方履行其工作职责所致。

7. Excluded and Licensed Intellectual Property Rights 被排除和被许可的知识产权

7.1 Party B has attached a list (Appendix 1.1) describing all Intellectual Property Rights belonging to Party B, or made by Party B prior to the commencement of Party B's employment with Party A, or those as defined in above item 6.3, which Party B wishes to have excluded from this Contract. Where any Intellectual Property Right belonging to Party B comes up after the execution of this Contract, Party B should notify Party A of such Intellectual Property Right and update the list (Appendix 1.1). If no such list is attached to the Contract, Party B is deemed to represent that there are no such excluded Intellectual Property Rights.,
7.1 乙方附一份清单（附件1.1）列明所有属于乙方的，或由乙方在其与甲方的劳动关系开始之前做出的，以及在前述6.3节中定义的，乙方希望排除在本合同之外的知识产权。如果在本合同签署后出现任何属于乙方的知识产权，乙方有义务在该等知识产权获得后一个月内通知甲方更新该清单（附件1.1）。如无该等清单附于本合同后，则视为乙方表示无该等被排除的知识产权。

7.2 As to any Intellectual Property Rights belonging to Party B created at any time prior to or during the term of this Contract or the employment with Party A but not disclosed as required under Clause 7.1 above, if Party B uses or incorporates such an Intellectual Property Right in any released or unreleased product, service, program, process, machine, development or work in progress of Party A, or if Party B permits Party A or any related entity to use or incorporate such an Intellectual Property Right, Party A is hereby granted and shall have an exclusive, royalty-free, irrevocable, world-wide license to exercise any and all rights with respect to such Intellectual Property rights, including the right to protect, make, have made, use, and sell Intellectual Property Rights without restriction as to the extent of Party B's ownership or interest.
7.2 对于乙方受雇于甲方的期间或之前的任何时间乙方拥有权益但未按上述第7.1条规定向甲方披露的知识产权，如果乙方在甲方发行的或未发行的任何产品、服务、程序、工艺、机器、开发或工作过程中使用或采纳了该等知识产权，或如乙方允许甲方或其关联企业使用或采纳该等知识产权，则甲方在此被授予并拥有独家的、免许可费的、不可撤销的、世界范围内的运用该等知识产权的所有权利，包括不受乙方所有权或权益限制的，保护、制作、使得以制作和销售该知识产权的权利。

8. Applications and Registrations for Patents, Copyrights, Trademarks, Service marks, Domain names & Mask works 专利、版权、商业标志、服务标志、域名和集成电路布局的申请和登记

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At any time during the term of this Contract or the employment with Party A and thereafter, Party B shall execute any proper oath or verify any proper document in connection with carrying out the terms of this Intellectual Property Rights.
在本合同期间或乙方受雇于甲方的期间或之后的任何时间，乙方将就本知识产权权益条款的履行签署任何适当的誓约或验证任何适当文件。

If because of Party B's incapacity, or for any other reason, Party A is unable to secure Party B's signature to apply for or pursue any application for or registration of any PRC, U.S., or foreign Intellectual Property Rights covering such Developments owned by Party A as stated above, Party B hereby irrevocably appoints Party A, its duly authorized officers or agents as Party B's agent and attorney, to act in Party B's stead to execute and file any such applications and to do all other lawful acts to further the prosecution, issuance, maintenance or enforcement of PRC, U.S. and foreign applications thereon with the same legal force and effect as if executed by Party B.
如果因为乙方的无能力或任何其他原因，甲方无法获得乙方的签字从而不能申请、或寻求任何涵盖上述甲方拥有的，中国、美国或其他外国的知识产权的申请或登记，乙方在此不可撤销地委任甲方或甲方合法授权的人员和代理人作为乙方的代理人和受托人，代表乙方签署和提交该等申请，以及采取所有其他合法行为进行中国、美国和其他外国知识产权申请的发起、维持或实施，其法律效力有如由乙方亲自进行。

In furtherance of this provision, Party B shall testify at Party A's request and expense in any legal proceeding arising during or after the term of this Contract.
为达到本条款的目的，在本合同期限内或之后产生的任何法律程序中，乙方将应甲方的要求进行作证，并由甲方承担费用。

III. Non-Solicitation
禁止招揽

9. Non-Solicitation Obligation 禁止招揽义务

During the employment relationship between Party A and Party B and within 24 months following the termination or ending of the employment relationship, Party B shall not:
在双方的劳动关系存续期间以及劳动关系解除后的24个月内，乙方不得：

(1) Directly or indirectly, induce or try to induce any other employee of Party A to terminate or end his/her employment with Party A, or directly or indirectly recruit or hire any other employee of Party A, or encourage or participate in such recruitment or hiring. “Any other employee of Party A” referred to in this provision includes any person who has established employment with Party A or is negotiating with Party A with respect to the establishment of a service relationship; or
直接或间接地劝诱或试图劝诱甲方的其他员工乙方解除或终止与甲方的劳动关系，或直接或间接地招募或雇用，或鼓励或参与招募或雇用甲方的任何其他乙方。“甲方的任何其他乙方”在本条中指任何已经与甲方建立劳动关系，或已经或正在与甲方就建立服务关系进行协商的个人；或

(2) Solicit any client of Party A for business not to be conducted with Party A. “Any client of Party A” referred to in this provision includes any third party that has established cooperation with Party A or is negotiating with Party A with respect to the establishment of cooperation.
引诱甲方的任何客户从事与甲方无关的业务。“甲方的任何客户”在本条中包括任何已经与甲方建立合作关系的，或者正在与甲方就建立合作关系进行协商的任何第三方。

10. Liabilities for Breach of Non-Solicitation Obligation 违反禁止招揽义务的责任

In the event that Party B breaches his/her Non-Solicitation Obligation, Party A
如果乙方违反禁止招揽义务，则甲方

(1) May terminate Party B’s employment relationship with Party A for the reason that Party B has committed gross misconduct and Party A shall not be held liable to Party B for the termination; and
可以以严重违纪为由解除与乙方的劳动关系并不因此向乙方承担任何责任；并且

(2) Has the right to require Party B to immediately stop violating his/her Non-Solicitation Obligation.
有权要求乙方立即停止违反禁止招揽义务的行为。

In addition, if Party B causes losses to Party A due to his/her breach, Party A has the right to require Party B to compensate for Party A's losses. The damages include but is not limited to: (1) all monetary benefits Party B receives as a result of the breach; (2) losses caused to Party A's operation and business; (3) Party A's reasonable expenses in investigating Party A's breach, including, but not limited to, travel and transportation expenses, translation fees, attorneys fees, notarization fees, judicial certification fees, and expenses for retaining third parties to conduct relevant investigations, etc.; and (4) damages to Party A's intangible properties such as business reputation.
另外，乙方的违约行为给甲方造成损失的，甲方有权要求乙方赔偿甲方损失。乙方应向甲方赔偿的金额包括但不限于：（1）乙方因违约行为所获得的全部收益；（2）给甲方经营和业务造成的损失；（3）甲方因调查其违约行为而支出的合理费用，包括但不限于差旅费、交通费、翻译费、律师费、公证费、司法鉴定费、委托第三方进行调查的费用等；和（4）给甲方商誉等无形财产造成的损失。

The rights and remedies of Party A pursuant to this clause are cumulative, in addition to, and shall not be deemed to exclude, any other right or remedy which Party A may have pursuant to this Contract or the fullest extent of PRC law.
本条款下的甲方的权利和救济是可以累加的。上述权利和救济并不排除甲方基于本合同或在中国法律最大许可范围内的其他权利和救济。

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IV. Non-Competition
竞业限制

11. Non-Competition Obligation 竞业限制义务

During Party B's employment with Party A and within twenty-four (24) months after the termination or ending of his/her employment with Party A for any reason (**"Post-Termination Non-Competition Period"**), in China or any country or place where Party A carries on business, Party B shall not, directly or indirectly, establish, carry on, participate in, work for, provide support for, advise any entities or individuals that directly or indirectly compete with Party A or its affiliates, whether as a shareholder, director, executive, partner, agent, employee or otherwise, or carry on any activity in compete with the business carried on by Party A or its affiliates in any other way. **("Non-Competition Obligation")**
在受雇于甲方期间以及双方劳动关系因任何原因而解除或终止之后的二十四（24）个月（**"离职后竞业限制期间"**）内，在中国境内或任何甲方开展业务的国家或地区，乙方不得直接地或间接地设立、经营、参与任何与甲方及其关联公司有直接或间接竞争关系的组织，不得直接地或间接地为该等组织服务、提供支持或提供任何建议，不得担任该等组织的股东、董事、执行官、合伙人、代理人、雇员或任何其他职位，亦不得以其他方式直接地或间接地从事任何与甲方或其任何关联公司业务相竞争的业务。（**"竞业限制义务"**）

12. Non-Competition Compensation 竞业限制补偿金

During the said Post-Termination Non-Competition Period, Party A agrees to pay Party B the non-competition compensation on a monthly basis and deposit it into Party B's salary account. The amount of monthly compensation for non-competition shall be equivalent to 40% of Party B's monthly salary by the end of his/her employment relationship with Party A (subject to applicable PRC Individual Income Tax deduction withhold by Party A).
甲方同意，在离职后竞业限制期间内，按月向乙方支付竞业限制补偿金，并存入乙方的工资账户。每月竞业限制补偿金的金额等同于乙方离职前每月税前基本工资的40%（甲方将代扣代缴中国个人所得税）。

If Party A is unable to pay compensation normally or Party B fails to receive the non-competition compensation due to Party B's reason (for example, Party B cancels his/her payroll account and fails to inform Party A in writing of his/her new valid bank account information), the consequences shall be borne by Party B, which has nothing to do with Party A and shall not exempt Party B from his/her Non-Competition Obligation.
因乙方的原因（例如乙方注销其工资帐户且未书面向甲方告知其新的有效银行账户信息）导致甲方无法正常支付或乙方未能收到竞业限制补偿金的，后果由乙方自行承担，与甲方无涉，且并不因此而免除乙方的竞业限制义务。

If the standard of non-competition compensation stipulated in this Agreement is lower than the minimum standard mandated by applicable laws and regulations, the laws and regulations shall prevail.
若本协议约定的竞业限制补偿金标准低于适用的法规强制规定的最低标准，则以法规的规定为准。

---

13. Waiver of Non-Competition Obligation 竞业限制义务的免除

Party A may exempt Party B from the Non-Competition Obligation at any time by giving a written notification thirty (30) days in advance to Party B. After Party A exempts Party B from the Non-Competition Obligation, Party A shall accordingly be exempted from the obligation to pay to Party B any non-competition compensation.
甲方可以随时提前三十（30）日书面通知乙方免除其竞业限制义务。在甲方免除乙方的竞业限制义务后，甲方相应地无需再向乙方支付任何竞业限制补偿金。

14. Notification to Third Party 向第三方告知

Party B shall inform his/her potential new employer of the fact that he/she has a Non-Competition Obligation to Party A. In addition, before joining any new employer, Party B shall also inform Party A of the name and business scope of his/her new employer in writing, in order for Party A to judge whether the new employer is competitive with Party A.
乙方应当向其潜在的新雇主告知其对甲方负有竞业限制义务的事实。并且，在乙方加入任何新雇主之前，还应书面向甲方告知其新雇主的名称和业务范围，以由甲方判断该新雇主是否与甲方存在竞争关系。

15. Liabilities for Breach of Non-Competition 违反竞业限制的责任

In the event that Party B breaches his/her Non-Competition Obligation, Party A shall have the right to request Party B to immediately stop such behavior. Party B shall return the non-competition compensation he/she has received from Party A and pay Party A liquidated damages, which shall be ten (10) times of the total pre-tax salaries (including basic salary, bonus and other cash benefits) within twelve (12) months prior to the exit of Party B. If the actual seniority of Party B is less than twelve (12) months, the total pre-tax salaries within 12 months prior to the exit shall be subject to the annual income standard (including basic salary, bonus and other cash benefit) agreed by both Parties. Party B shall continue to perform his/her Non-Competition Obligation after paying the liquidated damages.

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如果乙方违反竞业限制义务的，甲方有权要求乙方立即停止违约行为，且乙方应当向甲方返还甲方已支付其的竞业限制补偿金并向甲方支付违约金，违约金按乙方离职前12个月内的税前工资总额（包括基本工资、奖金以及其他现金性福利待遇在内）的10倍执行；乙方实际工作时间不足12个月的，离职前12个月内的税前工资总额按双方约定的年收入标准（包括基本工资、奖金以及其他现金性福利待遇）执行。乙方支付违约金后，仍应继续履行竞业限制义务。

If the losses caused by Party B to Party A due to his/her breach exceed the amount of liquidated damages stipulated in this clause, Party A shall reserve the right to seek further compensation for the losses caused by such breach. The amount of compensation provided by Party B to Party A shall include but not limited to: (1) benefits Party B received as a result of his/her breach; (2) losses caused to Party A's operation and business; (3) reasonable expenses paid by Party A in investigating Party B's breach, including but not limited to, travel and transportation expenses, translation fees, attorneys fees, litigation fees, notarization fees, judicial certification fees, and expenses for retaining third parties to conduct relevant investigations, etc.; and (4) damages to Party A's intangible properties such as business reputation.
如果乙方违约行为给甲方造成的损失超过了本条款约定的违约金金额，甲方有权对由乙方行为造成的损失保留进一步寻求补偿的权利。乙方应向甲方赔偿的金额包括但不限于：（1）乙方因违约行为所获得的全部收益；（2）给甲方经营和业务造成的损失；（3）甲方因调查其违约行为而支出的合理费用，包括但不限于差旅费、交通费、翻译费、律师费、诉讼费、公证费、司法鉴定费、委托第三方进行调查的费用等；和（4）给甲方商誉等无形财产造成的损失。

The rights and remedies of Party A pursuant to this clause are cumulative, in addition to, and shall not be deemed to exclude, any other right or remedy which Party A may have pursuant to this Contract or the fullest extent of PRC law.
本条款下的甲方的权利和救济是可以累加的。上述权利和救济并不排除甲方基于本合同或在中国法律最大许可范围内的其他权利和救济。

Both Parties agree that if Party A fails to pay the non-competition compensation as agreed herein, and still fails to pay such compensation within ten (10) working days upon written request by Party B under the condition that Party B fully performs his/her Non-Competition Obligation, Party B may terminate the Non-Competition Obligation under this clause.
双方同意，在乙方完全履行竞业限制义务的情况下，如甲方未按本合同约定支付竞业限制补偿金且在收到乙方书面要求后十（10）个工作日内仍未支付的，乙方可以解除本条款约定的竞业限制义务。

However, if Party B fails to receive the non-competition compensation provided by Party A due to its own intentional or unintentional action or inaction, Party A shall be deemed to fulfill its obligation under this Agreement, and Party B's Non-Competition Obligation is not waived.
但是，如果因为乙方自身有意或无意的作为或不作为，导致其没有收到甲方支付的竞业限制补偿金，则认为甲方已经履行了其在本条款项下的支付义务，而乙方的竞业限制义务并未被免除。

APPENDIX TWO:
附件二

SUPPLIMENTARY SHARE PURCHASE AGREEMENT,
补充约定

Party A: BeiGene (Shanghai) Co., Ltd.
甲方: 百济神州（上海）生物科技有限公司

Party B: WANG LAI
乙方: WANG LAI

Party C: BeiGene (Beijing) Co., Ltd.
丙方: 百济神州（北京）生物科技有限公司

Whereas鉴于：

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Party B entered into an open-ended employment contract with Party C since May 9, 2017. In view of Party B's personal and group operational needs, all parties agree that Party B's labor relations will be transferred to Party A. Party A, B and C hereby agree as follows:
乙方原与丙方自2017年5月9日订立无固定期限劳动合同。鉴于乙方个人及集团运营需要，乙方的劳动关系将转移至甲方。甲乙丙三方特约定如下：

1. The open-ended employment contract between Party B and Party C effected from May 9, 2017 will be terminated by agreement on December 31, 2021.
乙方与丙方2017年5月9日生效的无固定期限劳动合同自2021年12月31日协商终止。

2. The new employment contract between Party A and Party B shall enter into effect and binding upon both parties from January 1, 2022.
乙方与甲方的劳动合同自2022年1月1日起生效。

3. Party A agrees to continue Party B's years of service with Party C.
甲方同意延续乙方在丙方处的全部工龄。

4. This supplementary agreement shall come into effect from the date of signing and execution by all parties and shall expire with the termination of the employment contract between Party A and Party B. This Agreement is made in three copies with equal validity, and each Party shall hold one.
本协议自各方签署盖章之日起生效，并随甲方与乙方的劳动合同终止而失效。本协议一式三份，甲、乙、丙三方各执一份，具有同等效力。

Party A Company Chop 甲方盖章	Party B Signature 乙方签字
/s/BeiGene (Shanghai) Co., Ltd. 百济神州（上海）生物科技有限公司	/s/WANG LAI
Date日期: 2021.12.30	Date日期: 2021.12.30

Party C Company Chop 丙方盖章
/s/BeiGene (Beijing) Co., Ltd. 百济神州（北京）生物科技有限公司
Date日期: 2021.12.30

Exhibit 10.7.2

CERTAIN INFORMATION (INDICATED BY "[…*…]") AND SCHEDULES HAVE BEEN EXCLUDED FROM THIS AGREEMENT BECAUSE SUCH INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

OPTION, COLLABORATION AND LICENSE AGREEMENT

by and between

BEIGENE SWITZERLAND GMBH

and

NOVARTIS PHARMA AG

dated as of December 19, 2021

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EXHIBITS

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Exhibit B: Additional Global Development Plan
Exhibit C-1: Form of Press Release (Novartis)
Exhibit C-2: Form of Press Release (BeiGene)

OPTION, COLLABORATION AND LICENSE AGREEMENT

This OPTION, COLLABORATION AND LICENSE AGREEMENT (this October 31, 2019, as amended on December 6, 2019 and September 24, 2020 (the "**Agreement**"), is made and entered into as of December 19, 2021 January 30, 2023 (the "**Execution Amendment Effective Date**"), by and between among BeiGene, Switzerland GmbH, a Swiss corporation ("Ltd., an exempted company incorporated in the Cayman Islands (the "**BeiGene Company**"), and Novartis Pharma AG, Amgen Inc., a Swiss Delaware corporation ("(the "**Novartis Investor**"). BeiGene and Novartis are each referred Capitalized terms used but not defined herein shall have the meanings ascribed to herein by name, or as a "Party" or, collectively, as them in the "Parties." Agreement.

RECITALS

WHEREAS, BeiGene Controls pursuant to Section 5.12 of the BeiGene IP (each, as defined below); Agreement, Amgen has certain rights to designate a director for appointment to the Company's board of directors;

WHEREAS, Novartis Amgen has experience elected to waive its right to designate a director for appointment to the Company's board of directors;

WHEREAS, pursuant to Section 8.9 of the Agreement, no provision in the development Agreement may be supplemented, deleted or amended except in a writing executed by an authorized representative of each of the Investor and commercialization of pharmaceutical products in the Novartis Territory (as defined below); Company; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to which, among other things, BeiGene will grant to Novartis an Option to receive the Product Licenses (as such terms are defined below) to develop, manufacture and commercialize the Licensed Compound and Licensed Products for use in the Field in the Novartis Territory, on Amendment, upon the terms and subject to the conditions set forth herein.

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

ARTICLE 1
DEFINITIONS**1. Definition of "Standstill Period"**. The definition of "Standstill Period" in the Agreement is hereby amended and restated in its entirety as follows:

Unless specifically set forth""**Standstill Period**" shall mean the period from and after the Signing Date until the date as of which the Investor holds less than five percent (5%) of the then outstanding share capital of the Company."

2. Section 2.3. Section 2.3 of the Agreement is hereby amended by deleting subsection (a)(viii) and subsection (b)(iii) each in their entirety and renumbering subsection (a)(ix) to (a)(viii).

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3. **Section 5.1(iv)**. Section 5.1(iv) of the Agreement is hereby amended and restated in its entirety as follows:

"(iv) Seek to have called any meeting of the shareholders of the Company, propose or nominate for election to the contrary herein, Company's board of directors any person whose nomination has not been approved by a majority of the following terms shall have the respective meanings set forth below.

1.1 "Accounting Standards" means United States Generally Accepted Accounting Principles ("GAAP") Company's board of directors or cause to be voted in favor of such person for election to the extent that a party uses Company's board of directors any Ordinary Shares or adopts International Financial Reporting Standards ("IFRS"), then "Accounting Standards" means IFRS, in either case, consistently applied throughout the applicable party's organization.

1.2 "Acquiring Person"means the Person referenced in the definition of Change of Control that merges or consolidates with or acquires a Party, or to which a Party transfers all or substantially all of its assets to which this Agreement pertains (including such Person's Affiliates).

1.3 "Additional Global Development Plan" means the global development plan for any Global Clinical Trial(s) that the Parties agree to undertake or continue on or after the License Effective Date pursuant to this Agreement, to be prepared and approved by the JDC, including a budget (the "Additional Global Development Budget") as such plan may be amended from time to time in accordance with this Agreement.

1.4 "Affiliate" means any Person which, directly or indirectly through one (1) or more intermediaries, controls, is controlled by, or is under common control with a Party. For purposes of this definition only, the term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") as used with respect to a Person means: (a) direct or indirect ownership of fifty percent (50%) or more American Depositary Shares of the voting securities or other voting interest of any Person (including attribution from related parties); or (b) the possession, directly or indirectly, then outstanding share capital of the power to direct, Company or cause the direction of, the management and Ordinary Share Equivalents (including any Derivatives) other than as contemplated by Section 5.3 hereof;"

---

policies **4.** **Section 5.2**. Section 5.2 of such Person, whether through ownership the Agreement is hereby amended and restated in its entirety by deleting the second sentence.

5. **Section 5.3**. The first paragraph of Section 5.3 of the Agreement is hereby amended and restated in its entirety as follows:

"**5.3 Voting of Securities**. From and after the Closing Date until the later of (i) the fifth (5th) anniversary of the Closing Date and (ii) the expiration of the Standstill Period, in any vote or action by written consent of the shareholders of the Company, except as provided by Section 5.4, the Investor shall, and shall cause its Affiliates to, vote or execute a written consent with respect to all voting securities by contract, as a general partner, as a manager, or otherwise.

1.5 "Annual Net Sales" means, the aggregate Net Sales by Novartis, its Affiliates, and its Sublicensees in the Novartis Territory of the Licensed Product in Company as to which it is entitled to vote or execute a particular Calendar Year, calculated written consent (A) in accordance with Accounting Standards.

1.6 the recommendation of a majority of the Company's board of directors, solely with respect to (i) the election of directors, provided that such directors are unanimously recommended by the Company's board of directors; (ii) the approval of the Company's auditor; (iii) the approval of, on a non-binding, advisory basis, the compensation of the Company's named executive officers; (iv) the approval of an increase to the number of shares reserved for issuance or the issuance of shares under the Plans; (v) within the parameters of Rule 13.36 of the HK Listing Rules, the approval of the granting of a share issue mandate to the Company's board of directors to issue, allot or deal with unissued Ordinary Shares and/or American Depositary Shares up to the next annual general meeting of shareholders of the Company, subject to the conditions described in the Company's definitive proxy statement; and (vi) subject to the Company's compliance with Section 5.16, the authorization of the Company and its underwriters, in their sole discretion, to allocate to each of Baker Bros. Advisors LP and Hillhouse Capital Management, Ltd. and parties affiliated with each of them (the "**Applicable Law** **Existing Shareholders**" means all applicable laws, statutes, rules, regulations, orders, judgments, or ordinances having), up to a maximum amount of shares in order to maintain the effect same shareholding percentage of law each of any national, multinational, federal, state, provincial, county, city, or other political subdivision, including, the Existing Shareholders (based on the then-outstanding share capital of the

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Company) before and after the allocation of the corresponding securities issued pursuant to an offering for a period of five years, which period will be subject to an extension on a rolling basis each year, conditional on the approval of the shareholders who are not Existing Shareholders, subject to the conditions described in the Company's definitive proxy statement, provided that, to the extent applicable, GCP, GLP, permissible by the HK Listing Rules and GMP, as well as all applicable data protection and privacy laws, rules, and regulations, including, subject to the extent applicable, Company's ability to obtain any necessary waiver thereunder to seek shareholder approval therefor, any such authorization or a similar authorization provides for an allocation to the United States Department Investor in the same manner as the Existing Shareholders, and (B) in accordance with and proportional to the votes cast by shareholders entitled to vote other than the Investor, in any matter that arises as a result of Health a conflict due to the Collaboration Agreement.

6. **Section 5.5**. Section 5.5 of the Agreement is hereby amended and Human Services privacy rules restated in its entirety as follows:

"**5.5 Sale Limitations**. Subject to the restrictions set forth in Section 5.2, from and after the Closing Date until the later of (i) the expiration of the Lock-Up Period and (ii) the expiration of the Standstill Period, the Investor agrees that it shall not, and shall cause its Affiliates not to, Dispose of any Ordinary Shares, American Depositary Shares or Ordinary Share Equivalents except (a) pursuant to a registered underwritten public offering in accordance with Section 5.11, (b) pursuant to Rule 144 under the Health Insurance Portability and Accountability Securities Act and the Health Information Technology for Economic and Clinical Health Act and the EU Data Protection Directive (Council Directive 95/46/EC), applicable laws implementing the EU Data Protection Directive and the General Data Protection Regulation (2016/679) and applicable laws, rules and regulations of HGRAC, as well as all applicable laws, regulations, orders, judicial decisions, conventions, and international financial institution rules regarding corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials, healthcare professionals, and private persons, agency relationships, commissions, lobbying, books and records, and financial controls, including the U.S. Foreign Corrupt Practices Act (15 U.S.C. § 78dd-1 et seq.), that, in each case, govern or otherwise apply to the applicable Person.

1.7 "Assist" means providing, directly or indirectly, a Third Party with (a) any analysis of any of the BeiGene Patents or any portion thereof; (b) prior art or analysis of any prior art to any of the BeiGene Patents; (c) any documents in Novartis's possession, custody, or control relating to any of the BeiGene Patents, in whole or in part, or to any prior art to any of the BeiGene Patents; or (d) financial or technical support, in each case, in connection with a Challenge of any of the BeiGene Patents or any portion thereof.

1.8 "BeiGene Component" means, with respect to BeiGene, (a) any active pharmaceutical ingredient of a Combination Regimen or Finished Dosage Combination Product that is not the Licensed Compound or the Licensed Product or (b) any active pharmaceutical ingredient that is otherwise administered in a clinical trial of the Licensed Product (in accordance with the protocol for such clinical trial) volume restrictions applicable thereto, (c) in a private sale exempt from the registration requirements of the Securities Act, or (d) in any transaction approved by the Company; provided, however, that is not in no event shall the Licensed Compound Dispositions in clauses (a), (b) or (c), in any rolling twelve (12)-calendar month period, exceed five percent (5%) of the Licensed Product, then outstanding share capital of the Company; and provided further, however, that in each case ((a) or (b)), that is (i) proprietary to BeiGene (or its Affiliates) or (ii) otherwise Controlled by BeiGene (or its Affiliates), but in all cases excluding (A) all compounds or other active pharmaceutical ingredients that are (I) proprietary to Novartis (or its Affiliates) or (II) proprietary to a Third Party and Controlled by Novartis (or its Affiliates) and (B) no event shall the BeiGene Proprietary PD-1 Inhibitor.

1.9 "BeiGene Copyright" means any copyright Controlled by BeiGene Investor or any of its Affiliates as Dispose of the Execution Date or thereafter during the Term that relates to the Licensed Compound or the Licensed Product.

1.10 "BeiGene FTE Cost" means, (a) with respect to Detailing, […***…]; (b) with respect to RMM Promotion, […***…]; and (c) with respect to Shared Medical Affairs Activities, […***…].

1.11 "BeiGene Invention" means any Invention that relates to the Licensed Compound or Licensed Product and that is conceived or first reduced to practice by employees of, or consultants to, BeiGene, alone or jointly with any Third Party, without the use in any material respect of any Novartis IP or Joint IP.

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Ordinary Shares, American Depositary Shares or Ordinary Share Equivalents to any Person that the Investor or its Affiliate knows (after a reasonable inquiry in a non-public offering) is a Competitor or is an Activist Investor."

7. Section 5.6. The last sentence of Section 5.6 of the Agreement is hereby amended and restated in its entirety as follows:

"The foregoing provisions of this Section 5.6 shall not apply (a) if the Investor and its Affiliates collectively own less than five percent (5%) of Ordinary Shares or American Depositary Shares of the outstanding share capital of the Company or Ordinary Share Equivalents, (b) to the sale of any shares to an underwriter pursuant to an underwriting agreement, and shall be applicable to the Investor only if all officers and directors are subject to the same restrictions or (c) if any beneficial owner of at least five percent (5%) of Ordinary Shares or American Depositary Shares of the then outstanding share capital of the Company or Ordinary Share Equivalents (excluding Baker Bros. Advisors LP) is not subject to a Lock-Up Agreement upon the same terms and conditions as the Investor.

8. Section 5.12. Section 5.12 of the Agreement is hereby amended and restated in its entirety as follows:

"**BeiGene IP 5.12 [Reserved].**" means, collectively,

9. Section 5.19. Section 5.19 of the BeiGene Patents, Agreement is hereby amended by deleting the BeiGene Know-How last sentence.

10. General

A. Except as expressly modified by this Amendment, the terms and provisions of the Agreement shall remain unchanged and in full force and effect in accordance with its terms.

B. Each of the parties hereto shall bear its respective costs, including legal fees, and expenses incurred in connection with the preparation of this Amendment and the BeiGene Inventions.activities incurred in connection therewith.

1.13 "BeiGene Know-How" means any Know-How Controlled by BeiGene or any of its Affiliates as of the Execution Date or thereafter during the Term which (a) relates to the Licensed Compound or the Licensed Product (including its Manufacture or its formulation or a method of its delivery or of its use) and (b) is necessary or reasonably useful for the Development, Manufacture, conduct of Medical Affairs Activities or Commercialization of the Licensed Compound or the Licensed Product C. This Amendment may be executed in the Field in the Novartis Territory. For clarity, BeiGene Know-How […***…].

1.14 "BeiGene Patents" means any and all Patents Controlled by BeiGene or any of its Affiliates as of the Execution Date or at any time during the Term, excluding any and all Joint Patents, which (a) contain one or more claims that Cover the Licensed Compound or Licensed Product (including its Manufacture or its formulation or a method counterparts, each of its delivery or of its use)and(b) are necessary or reasonably useful for the Development, Manufacture, or Commercialization of or the conduct of Medical Affairs Activities with respect to, the Licensed Compound and/or Licensed Product in the Field in the Novartis Territory. Schedule 1.14 sets forth a complete and accurate list of all BeiGene Patents as of the Execution Date. […***…]

1.15 "BeiGene Proprietary PD-1 Inhibitor" means the proprietary PD-1 inhibitor of BeiGene designated as tislelizumab.

1.16 "BeiGene Proprietary PD-1 Inhibitor Collaboration Agreement" means […***…].

1.17 "BeiGene Proprietary PD-1 Inhibitor Supply Agreement" means […***…].

1.18 "BeiGene Proprietary PD-1 Inhibitor Technical Transfer Agreement" means […***…].

1.19 "BeiGene Territory" means all countries of the world other than the countries included in the Novartis Territory.

1.20 "BeiGene Trademarks" means the trademarks and domain names Controlled by BeiGene which relate to the Licensed Compound or the Licensed Product. Schedule1.20 sets forth a complete and accurate list of all BeiGene Trademarks as of the Execution Date.

1.21 "Biosimilar Product" means, with respect to a product in a given country, (a) a Third Party, or, for the purposes of Section 9.8.1 only, Sandoz AG and its controlled Affiliates, biologic product that (i) contains the same or a "highly similar" (as such term is used in 42 U.S.C. § 262(i)(2) or analogous laws and regulations outside the United States) active ingredient as such product and (ii) that is approved or licensed by a Regulatory Authority pursuant to Applicable Law or (b) a Third Party, or, for the purposes of Section 9.8.1 only, Sandoz AG and its controlled Affiliates, biologic product that is interchangeable for such product insofar as it meets the requirements for interchangeability pursuant to Section 351(k) of the Public Health Service Act (42 U.S.C. § 262(k)) or any subsequent or superseding law, statute or regulation or analogous laws and regulations outside the United States. For purposes of clarity, a biologic product will shall be deemed to be a Biosimilar Product an original but all of which shall constitute one and the same agreement.

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D. This Amendment shall be governed by and construed in accordance with respect the Laws of the State of New York, without regard to a product for purposes the conflict of this definition if such product is used as the reference product in laws principles thereof that would require the application or submission made with respect to such biologic product under Applicable Law.

1.22 "BLA" means a Biologics License Application filed with the FDA in the United States with respect to a Licensed Product, as defined in Title 21 of the U.S. Code Law of Federal any other jurisdiction.

E. The Agreement and this Amendment constitute the full and entire understanding and agreement between the Company and the Investor with regard to the subject matter hereof and neither the Company nor the Investor shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein.

F. This Amendment shall become effective immediately upon execution by the Company and the Investor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Regulations, Section 601.2 et seq. **IN WITNESS WHEREOF**, or a comparable filing for Regulatory Approval in a jurisdiction other than the United States.

1.23 "Bridging Study" means any clinical trial conducted in a country to provide clinical data on safety, efficacy, dosage, and dose regimen to permit parties have executed this Amendment as of the extrapolation of foreign clinical data to the population in such country or in relation to Regulatory Approvals or secondary manufacturing approvals in such country. date first written above.

1.24 "THE COMPANY Business Day" means a day on which banking institutions in New York City, New York, Basel, Switzerland, or Beijing, China, are open for business, excluding any Saturday or Sunday. :

BEIGENE, LTD.

1.25 "By: Calendar Quarter" means each of the three (3) month periods ending March 31, June 30, September 30, and December 31; provided, that: (a) the first Calendar Quarter of the Term shall extend from the Execution Date to the end of the first complete three (3)-month period thereafter; and (b) the final Calendar Quarter of the Term shall end on the last day of the Term. /s/ CHAN LEE

1.26 "Calendar Year" means the period beginning on the Execution Date and ending on December 31 of the calendar year in which the Execution Date falls, and thereafter each successive period of twelve (12) consecutive calendar months beginning on January 1 and ending on December 31; provided, that, the final Calendar Year of the Term shall end on the last day of the Term. Name: Chan Lee

1.27 "Challenge" means to contest or Assist in the contest of the validity or enforceability of any of the BeiGene Patents, in whole or in part, in any court, arbitration proceeding or other tribunal, including the United States Patent and Trademark Office and the United States International Trade Commission. For the avoidance of doubt, the term "contest" includes: (a) filing an action under 28 U.S.C. §§ 2201-2202 seeking a declaration of invalidity or unenforceability of any BeiGene Patents; (b) citation to the United States Patent and Trademark Office pursuant to 35 U.S.C. § 301 of prior art patents or printed publications or statements of the patent owner concerning the scope of any of the BeiGene Patents; (c) filing a request under 35 U.S.C. § 302 for re-examination of any of the BeiGene Patents; (d) filing, or joining in, a petition under 35 U.S.C. § 311 to institute inter partes review of any BeiGene Patents or any portion thereof; (e) filing, or joining in, a petition under 35 U.S.C. § 321 to institute post-grant review of the BeiGene Patents or any portion thereof; (f) becoming a party to an interference with an application for any of the BeiGene Patents pursuant to 35 U.S.C. § 135;(g) filing or commencing any re-examination, opposition, cancellation, nullity or similar proceedings

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against any of the BeiGene Patents in any country; or (h) any foreign equivalents of subsection (a) through (e) applicable in any country.Title: Senior Vice President, General Counsel

1.28 "Change of Control" means, with respect to a Party (an "Acquired Party"), the occurrence of any of the following events from and after the Execution Date: (a) any Person or group of Persons becomes the beneficial owner (directly or indirectly) of more than fifty percent (50%) of the voting shares of such Acquired Party; or (b) such Acquired Party consolidates with or merges into or with another Person pursuant to a transaction in which more than fifty percent (50%) of the voting shares of the acquiring or resulting entity outstanding immediately after such consolidation or merger are not held by the holders of the outstanding voting shares of such Acquired Party immediately preceding such consolidation or merger; or (c) that Acquired Party sells or transfers to another Person all or substantially all of its assets to which this Agreement relates.

1.29 "Clinical Data" means any and all raw data (together with all clinical trial reports and the results of analyses thereof) derived or generated in any Clinical Trial conducted by or on behalf of a Party pursuant to this Agreement.

1.30 "IN WITNESS WHEREOF, Clinical Trial" means any human clinical trial of the Licensed Product, including any Phase 1 clinical trial, Phase 2 clinical trial, Phase 3 clinical trial, Registrational Clinical Trial, Bridging Study and any post-marketing clinical trial commenced after Regulatory Approval of the Licensed Product (a "Post-Approval Trial").

1.31 "Combination Regimen" means, with respect to the Licensed Product for a given Indication, the use of such Licensed Product for such Indication together with one or more other pharmaceutical products (each, an "Other Product") as two or more entities of active ingredients in a combination therapy, including concomitant or sequential therapy, either (a) in a Clinical Trial for such Licensed Product for such Indication as set forth in the protocol for such Clinical Trial or (b) for commercial sale for such Indication as set forth in the approved label for such Licensed Product; provided, that, for the purposes of parties have executed this definition, none of (i) tislelizumab, (ii) any approved chemotherapy treatments, (iii) any Biosimilar Products and (iv) any Generic Products, shall constitute Other Products. For clarity, an Other Product could be a product that is proprietary to a Party or a product that is proprietary to Third Parties.

1.32 "Commercialization" means activities directed to the commercialization of a product, including selling, offering for sale, pricing, marketing, detailing, promoting, distributing, order processing, handling returns and recalls, booking sales, importing, exporting, and transporting such product for commercial sale, and seeking Pricing and Reimbursement Approval of a product (if applicable), as well all regulatory compliance with respect to the foregoing. For clarity, "Commercialization" does not include Manufacturing. When used as a verb, "Commercialize" means to engage in Commercialization.

1.33 "Commercialization Plan" means, with respect to the Licensed Product, the plan for the Commercialization of such Licensed Product in the Novartis Territory in a given Calendar Year (or in the case of the initial Commercialization Plan, the period through First Commercial Sale and for […***…] thereafter), as such plan may be amended from time to time in accordance with this Agreement, which Commercialization Plan shall be comprised of […***…].

1.34 "Commercially Reasonable Efforts" means, (a) with respect to Novartis in relation to an obligation under this Agreement applicable to the Licensed Product, such efforts that are consistent with the efforts and resources normally used by Novartis and its Affiliates (which in any event shall not be less than the efforts used by a reasonable international biopharmaceutical company or pharmaceutical company, in each case, that is of comparable size and has comparable resources to Novartis) and (b) with respect to BeiGene in relation to an obligation under this Agreement applicable to the Licensed Compound or the Licensed Product, such efforts that are consistent with the efforts and resources normally used by BeiGene and its Affiliates (which in any event shall not be less than the efforts used by a reasonable international biopharmaceutical company or pharmaceutical company), in each case, that is of comparable size and has comparable resources to BeiGene, in the performance of a corresponding activity for a similar pharmaceutical compound or product, as applicable, at a similar stage in its research, development, or commercial life as the Licensed Product, and that has commercial and market potential similar to the Licensed Product, taking into account, in each case, […***…].

1.35 "Committee" means the JSC, the JDC, the JIPC, the JPC, the JMAC, the JCC and any subcommittees formed pursuant to Section 2.9 (together, the "Committees").

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1.36 "Competition Laws" shall mean any Applicable Laws that are designed or intended to prohibit, restrict or regulate actions, including transactions, acquisitions and mergers, having the purpose or effect of creating or strengthening a dominant position, monopolization, lessening of competition or restraint of trade.

1.37 "Competing Product" means any product, other than the Licensed Product, which contains, as its active ingredient, a TIGIT Antagonist. For purposes of this definition, a "TIGIT Antagonist" means any […***…]inhibit the receptor known as T cell immunoglobulin and immunoreceptor tyrosine-based inhibitory motif domain ("TIGIT"). The term "Competing Product" shall not include […***…].

1.38 "Completion" means, with respect to a Clinical Trial conducted by or on behalf of BeiGene, the date on which a clinical study report for such Clinical Trial becomes available to BeiGene or its Affiliates.

1.39 "Confidential Information" means, with respect to a Disclosing Party, all confidential and proprietary information, including chemical or biological materials, chemical structures, commercialization plans, correspondence, customer lists, data, development plans, formulae, improvements, Inventions, Know-How, processes, regulatory filings, reports, strategies, techniques, or other information, in each case, that are disclosed by or on behalf of such Disclosing Party to the Receiving Party pursuant to this Agreement, regardless of whether any of the foregoing are marked "confidential" or "proprietary" or communicated to the other Party by or on behalf of the disclosing Party in oral, written, visual, graphic, or electronic form. For purposes of clarity, unless excluded pursuant to Section 12.2, (a) all Clinical Data generated in the conduct by BeiGene of any Excluded Study, Unilateral Study conducted by BeiGene, Initial Global Study (other than the Novartis-Initiated Trials) or any New Registrational Clinical Trial for which BeiGene is the Sponsoring Party shall be deemed Confidential Information of BeiGene, subject to the rights of Novartis to use and reference such Clinical Data, without additional consideration, in accordance with this Agreement; (b) all Clinical Data generated in the conduct of any Novartis-Initiated Trial or Unilateral Study conducted by Novartis shall be deemed Confidential Information of Novartis, subject to the rights of BeiGene to use and reference such Clinical Data, without additional consideration, in accordance with this Agreement; (c) all Inventions shall be deemed the Confidential Information of the owning Party as set forth in Article 10; (d) any scientific, technical, manufacturing or financial information, including (except as set forth in (a) and (b) above), Clinical Data and information disclosed through an audit report, Commercialization report, Development report or other report, shall constitute Confidential Information of the Disclosing Party; and (e) the terms of this Agreement shall be deemed Confidential Information of both Parties.

1.40 "Control," "Controls," or "Controlled" means, with respect to any Patent, Know-How or Confidential Information, the ability of a Party or its Affiliates, as applicable (whether through ownership or license (other than a license granted in this Agreement)) to grant to the other Party the licenses or sublicenses to such Patent or Know-How as provided herein, or to otherwise disclose such Confidential Information to the other Party, without violating the terms of any then-existing agreement with any Third Party. Notwithstanding the foregoing, a Party and its Affiliates will not be deemed to "Control" any Patent, Know-How or Confidential Information that, prior to the consummation of a Change of Control of such Party, is owned or in-licensed by a Third Party that becomes an Affiliate of such Acquired Party after the Execution Date as a result of such Change of Control unless (a) prior to the consummation of such Change of Control, such Acquired Party or any of its Affiliates also Controlled such Patent, Know-How or Confidential Information, or (b) the Know-How, Patents or Confidential Information owned or in-licensed by such Third Party were not used in the performance of activities under this Agreement prior to the consummation of such Change of Control, but after the consummation of such Change of Control, the Acquired Party or any of its Affiliates determines to use or uses any

such Patents, Know-How or Confidential Information in the performance of its obligations or exercise of its rights under this Agreement, in each of which cases (a) and (b), such Patents, Know-How or Confidential Information will be "Controlled" by such Party for purposes of this Agreement.

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1.41 "Cover" means, with reference to a Patent claim, that the making, using, offering to sell, selling, importing, or exporting, as applicable, of the Licensed Product would infringe such Patent claim in the country in which such activity occurs without a license thereto (or ownership thereof).

1.42 "CPI" means the Consumer Price Index-Urban Wage Earners and Clerical Workers, U.S. City Average, All Items 1982-84=100, published by the United States Department of Labor, Bureau of Labor Statistics (or its successor equivalent index), in the United States.

1.43 "Critical Matter" means any decision of the Parties or any Committee: […***…] .

1.44 "Damages" means all losses, costs, claims, damages, judgments, liabilities, and expenses (including reasonable attorneys' fees and other reasonable out-of-pocket costs in connection therewith).

1.45 "Data Release Date" means the date of presentation or publication of the mature progression-free survival ("PFS") endpoint results (i.e. greater than or equal to seventy-five percent (75%) of the PFS events), from the […***…].

1.46 "Data Security and Privacy Laws" means any Applicable Law relating to the privacy, data protection, integrity, Processing and security of Personal Data, including but not limited to: (a) federal and state Applicable Law, including the Health Insurance Portability and Accountability Act of 1996, as amended and all implementing regulations, (b) state data protection laws, (c) state breach notification laws, (d) the General Data Protection Regulation (EU) 2016/679, and (e) any related Applicable Law implementing the foregoing.

1.47 "Detail" means face-to-face (either in person or virtual) discussions with physicians and other health care practitioners who are permitted under Applicable Law to prescribe the Licensed Product for the purpose of promoting the Licensed Product to such physicians or practitioners. For the sake of clarity, the definition of "Detail" specifically excludes payer account management and engagement with payers.

1.48 "Detailing FTE Rate" means (a) for the United States, $[…***…] per annum during calendar year 2021, (b) for Canada $[…***…] per annum during calendar year 2021, and (c) for Mexico, $[…***…] per annum during calendar year 2021; such amounts to be adjusted as of […***…] and […***…] thereafter by the percentage increase or decrease, if any, in the applicable CPI during the immediately preceding Calendar Year, which rates, for the avoidance of doubt, include […***…].

1.49 "Development" means activities that relate to obtaining, maintaining or expanding Regulatory Approval of the Licensed Product and to supporting usage for the Licensed Product for one or more Indications in the Field, including: (a) the conduct of research activities (including drug discovery, identification, or synthesis) with respect to the Licensed Product; and (b) preclinical and clinical drug development activities and other development activities with respect to the Licensed Product, including test method development and stability testing, toxicology, formulation, process development, supply of compounds or products and clinical material, qualification and validation, quality assurance, quality control, Clinical Trials (including Post-Approval Trials), statistical analysis and report writing, the preparation and

submission of INDs and MAAs, regulatory affairs with respect to the foregoing. For clarity, "Development" does not include Manufacturing or Medical Affairs Activities. When used as a verb, "Develop" means to engage in Development.

1.50 "Development Costs" means, with respect to any Development activities (including the conduct of a Clinical Trial), the sum of the following: (a) […***…], (b) […***…] and (c) […***…]. For purposes of this definition, (i) […***…] means […***…]; (ii) […***…] means […***…]; (iii) […***…] means […***…]; and (iv) […***…] means a rate of $[…***…] per annum during Calendar Year 2021, which rate shall be adjusted as of […***…] and […***…] thereafter by […***…]. For the avoidance of doubt, such rate is intended to cover the cost […***…].

1.51 "Development Plan" means the Initial Global Development Plan or the Additional Global Development Plan, as applicable.

1.52 "Divestiture" means, with respect to a Competing Product: (a) the divestiture of such Competing Product through: (i) an outright sale or assignment of all material rights in such Competing Product to a Third Party; (ii) an exclusive out-license to a Third Party of all development, manufacture, and commercialization rights and the right to conduct Medical Affairs Activities, with respect to such Competing Product, with no further role, influence, or authority of the applicable Party, directly or indirectly, with respect to such Competing Product; or (iii) a combination of the transactions contemplated by the foregoing clauses (i) and (ii); or (b) the cessation of all Development, Manufacture and Commercialization activities

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and Medical Affairs Activities with respect to such Competing Product (subject, if applicable, to applicable wind-down activities and applicable requirements of Applicable Law). For clarity, subject to the preceding sentence, the right of the applicable Party to receive royalties, milestones, or other payments in connection with an acquirer's, assignee's, or licensee's Development, Manufacture, or Commercialization of a Competing Product pursuant to subsection (a) above shall not, in and of itself, be deemed to disqualify the applicable sale, assignment, or license from constituting a Divestiture. When used as a verb, "Divest" and "Divested" mean to cause or have caused a Divestiture.

1.53 "Dollars" or "$" means the legal tender of the United States.

1.54 "EU" means all countries that are officially recognized as member states of the European Union at any particular time; provided, that, the EU will always be deemed to include France (including its territories and possessions), Germany, Italy and Spain for purposes of this Agreement.

1.55 "European Market Approval" means, with respect to a Licensed Product and a particular Indication: (a) Regulatory Approval of such Licensed Product for such Indication in […***…] Major European Markets, by the European Commission (in the case of any Major European Markets other than the United Kingdom) or the MHRA (in the case of the United Kingdom) and (b) Pricing and Reimbursement Approval for such Licensed Product for such Indication in such Major European Markets by the appropriate Governmental Authority in the applicable Major European Market.

1.56 "Excluded Studies" means (a) the Clinical Trials sponsored or supported by BeiGene that are listed on Schedule 1.56 attached hereto, (b) any New Registrational Study for which BeiGene is the Sponsoring Party and for which Novartis has not provided a Novartis Study Design Agreement Notice and (c) any New Other Clinical Trial for which BeiGene is the Sponsoring Party and for which Novartis has not provided a Novartis Study Design Agreement Notice.

1.57 "Executive Officers" means: (a) with respect to BeiGene, the […***…] or his/her designee; and (b) with respect to Novartis, the […***…] or his/her designee.

1.58 "Existing IND" means each IND for the conduct of the Initial Global Studies (other than the Novartis-Initiated Trials) and Excluded Studies as more particularly identified on Schedule 1.58.

1.59 "Field" means the treatment, diagnosis or prevention of any human disease, disorder, or condition.

1.60 "First Commercial Sale" means, on a country-by-country basis, the first sale of the Licensed Product in such country for use or consumption by the general public (following receipt of all Regulatory Approvals that are required in order to sell the Licensed Product in such country); provided, that, the following shall not constitute a First Commercial Sale: (a) any sale to an Affiliate or Sublicensee, (b) any sale, disposition or transfer for use of the Licensed Product in Clinical Trials or for development activities outside of the conduct of Clinical Trials by or on behalf of a Party, or (c) disposal or transfer of the Licensed Product for a bona fide charitable purpose, compassionate use, or samples.

1.61 "FTE" means a full-time employee, or in the case of less than a full-time employee, a full-time equivalent employee year, carried out by an appropriately qualified employee of a Party or its Affiliate, based on […***…] per year (excluding vacations and holidays). For clarity, […***…] shall not constitute FTEs.

1.62 "GCP" means the applicable then-current ethical and scientific quality standards for designing, conducting, recording, and reporting Clinical Trials as are required by applicable Regulatory Authorities or Applicable Law in the relevant jurisdiction, including in the United States, Good Clinical Practices established through FDA guidance, and, outside the United States, Guidelines for Good Clinical Practice – ICH Harmonized Tripartite Guideline (ICH E6).

1.63 "Generic Product" means with respect to a product in a given country, (a) a Third Party pharmaceutical product that (i) contains the same active ingredient as such product and (ii) that is approved or licensed by a Regulatory Authority in reliance, in whole or in part, on the prior approval (or on safety or efficacy data submitted in support of the prior approval) of such product as determined by the applicable Regulatory Authority, including any product authorized for sale (A) in the U.S. pursuant to § 505(b)(2) or § 505(j) of the United States Federal Food, Drug, and Cosmetic Act, , 21 U.S.C. § 301 *et seq.* (21 U.S.C. § 355(b)(2) and 21 U.S.C. § 355(j), respectively) or (B) any subsequent or superseding law, statute or regulation or analogous laws and regulations outside the United States. For purposes of clarity, a pharmaceutical product will be deemed to be a Generic Product in

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a country with respect to a product for purposes of this definition if such product is used as the reference product in the application or submission made with respect to such pharmaceutical product in such country under Applicable Law.

1.64 "Global Development Activities" means, collectively, the activities undertaken pursuant to the Initial Global Development Plan and the Additional Global Development Plan.

1.65 "GLP" means the applicable then-current good laboratory practice standards as are required by applicable Regulatory Authorities or Applicable Law in the relevant jurisdiction, including in the United States, those promulgated or endorsed by the FDA in U.S. 21 C.F.R. Part 58, or the equivalent thereof as promulgated or endorsed by the applicable Regulatory Authorities outside of the United States.

1.66 "GMP" means all applicable then-current good manufacturing practice standards for fine chemicals, intermediates, bulk products, or finished pharmaceutical products, as are

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required by applicable Regulatory Authorities or Applicable Law in the relevant jurisdiction, including, as applicable: (a) all applicable requirements detailed in the FDA's current Good Manufacturing Practices regulations, U.S. 21 C.F.R. Parts 210 and 211; (b) all applicable requirements detailed in the EMA's "The Rules Governing Medicinal Products in the European Community, Volume IV, Good Manufacturing Practice for Medicinal Products;" and (c) all Applicable Law promulgated by any Governmental Authority having jurisdiction over the manufacture of the applicable compound or pharmaceutical product.

1.67 "GVP" means all applicable then-current good pharmacovigilance practice standards as required by applicable Regulatory Authorities or Applicable Law in the relevant jurisdiction.

1.68 "Governmental Authority" means any: (a) federal, state, local, municipal, foreign, or other government; (b) governmental or quasi-governmental authority of any nature (including any agency, board, body, branch, bureau, commission, council, department, entity, governmental division, instrumentality, office, officer, official, organization, representative, subdivision, unit, and any court or other tribunal); (c) multinational governmental organization or body; or (d) entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military, or taxing authority or power of any nature.

1.69 "HGRAC" means the Human Genetics Resources Administration of China.

1.70 "HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (15 U.S.C. § 18a).

1.71 "HSR Clearance Date" means the earlier of (a) notification to the Parties from the FTC or DOJ of termination of the applicable waiting period under the HSR Act with respect to the HSR Filings, or (b) expiration of the applicable waiting period under the HSR Act with respect to the HSR Filings.

1.72 "HSR Filing" means a filing by each of BeiGene and Novartis with the FTC and the DOJ of a Notification and Report Form for Certain Mergers and Acquisitions (as defined in the HSR Act) with respect to the matters set forth in this Agreement, together with all required documentary attachments thereto.

1.73 "IND" means an investigational new drug application (including any amendment or supplement thereto) submitted to the FDA pursuant to U.S. 21 C.F.R. Part 312, including any amendments thereto. References herein to IND shall include, to the extent applicable, any comparable filing(s) outside the United States for the investigation of any product in any other country or group of countries (such as a Clinical Trial Application in the EU).

1.74 "Indication" means an entirely separate and distinct disease or medical condition in humans for which a biopharmaceutical product: (i) that is in a Clinical Trial is intended to treat in such Clinical Trial; or (ii) has received a separate and distinct Regulatory Approval with an approved label claim to treat such disease or condition, as applicable. The Parties agree and acknowledge that:

(a) to qualify as an Indication, Regulatory Approval of such Indication must require completion of a separate Clinical Trial or analysis of different cohorts of an existing Clinical Trial sufficient to obtain Regulatory Approval in a separate patient population, based on prospectively defined endpoints; and

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(b) for purposes of clarity, if the Parties cannot agree whether a human indication, disease or condition constitutes a separate Indication based on the foregoing criteria,

distinctions between human indications, diseases or conditions with respect to the Licensed Product shall be made by reference to the World Health Organization International Classification of Diseases, version 10 (as revised and updated, the "ICD10").

1.75 "Initial Global Development Plan" means the initial global Development plan for the Development of Licensed Products, as such plan may be amended from time to time in accordance with this Agreement. The Initial Global Development Plan as of the Execution Date is attached hereto as Exhibit A.

1.76 "Initial Global Studies" means the Clinical Trials listed on Schedule 1.76 attached hereto that are included in the Initial Global Development Plan as of the Execution Date.

1.77 "Invention" means any process, method, composition of matter, article of Manufacture, discovery, or finding that is conceived or reduced to practice, constructively or actually, by either Party or jointly by the Parties in connection with the Development, Manufacture, or Commercialization of, or the conduct of Medical Affairs Activities with respect to, a Licensed Compound or the Licensed Product under this Agreement.

1.78 "Investigator Sponsored Study" means a Clinical Trial using the Licensed Product, either as a Monotherapy or as a Combination Regimen sponsored and initiated by a Third Party.

1.79 "Japan Market Approval" means, with respect to a Licensed Product in an Indication, Regulatory Approval (including Pricing and Reimbursement Approvals) by the MHLW of such Licensed Product, and any required companion diagnostic, for such Indication.

1.80 "Joint Invention" means any Invention that is jointly conceived or reduced to practice by one or more employees of or consultants to Novartis or its Affiliates and one or more employees of or consultants to BeiGene or its Affiliates in the conduct of the activities contemplated by this Agreement.

1.81 "Joint IP" means, collectively, the Joint Inventions and the Joint Patents.

1.82 "Joint Patent" means any Patents that contain one or more claims that cover a Joint Invention.

1.83 "Joint Regulatory Filing Team" or "JRFT" means a joint regulatory filing team comprised of three (3) representatives (or such other number of representatives as the Parties may mutually agree) from each of Novartis and BeiGene, which will be established by the Parties within […***…] following the Execution Date to prepare the Regulatory Transition Plan.

1.84 "Know-How" means algorithms, data, information, Inventions, knowledge, methods (including methods of use or administration or dosing), practices, results, software, techniques, technology, know-how and trade secrets, including analytical and quality control data, analytical methods (including applicable reference standards), assays batch records, chemical structures and formulations, compositions of matter, formulae, manufacturing processes and data, pharmacological, toxicological and clinical test data and results, processes, reports, research data, research tools, sequences, standard operating procedures, and techniques, in each case, whether patentable or not, and, in each case, tangible manifestations thereof.

1.85 "Knowledge" means, with respect to BeiGene, […***…].

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1.86 "Licensed Compound" means the proprietary monoclonal antibody of BeiGene that inhibits TIGIT, known as ociperlimab, designated by BeiGene as BGB-A1217 and described more fully on Schedule 1.86 attached hereto.

1.87 "License Effective Date" means the latest to occur of (a) the date of exercise by Novartis of the Option, (b) the date of receipt by BeiGene of the Option Exercise Fee and (c) the HSR Clearance Date.

1.88 "Licensed Product" means any product or product candidate that constitutes, incorporates, comprises or contains a Licensed Compound, whether or not as the sole active ingredient, and in all forms, presentations, and formulations (including manner of delivery and dosage).

1.89 "MA" or "Marketing Authorization" means an MAA that has been approved by the applicable Governmental Authority to market the applicable product in a country or group of countries.

1.90 "MAA" means a Marketing Authorization Application, BLA, or similar application, as applicable, and all amendments and supplements thereto, submitted to the FDA, EMA, or any equivalent filing in a country or regulatory jurisdiction other than the United States or EU with the applicable Regulatory Authority, to obtain marketing approval for a pharmaceutical product, in a country or in a group of countries.

1.91 "Major European Markets" means France, Germany, Italy, Spain, and the United Kingdom.

1.92 "Manufacture" means activities related to the manufacturing of a product or any component or ingredient thereof, including the production, manufacture, processing, filling, finishing, packaging, sterilization, labeling, shipping, and holding of product or any intermediate thereof, including process development, process qualification and validation, scale-up, commercial manufacture and analytic development, product characterization, stability testing, quality assurance, and quality control.

1.93 "Manufacturing Cost" means, with respect to any Licensed Compound or Licensed Products manufactured by a Party, the aggregate of the following: (a) the costs of material used for manufacturing the Licensed Compound or Licensed Products, including costs of raw materials, excipients, consumables, intermediates needed for the manufacturing process, costs of packaging material, labels and other printed materials; (b) the direct labor cost of production employees (including basic wages, labor and related payroll taxes and benefits) incurred or spent in the actual manufacturing of such Licensed Compound or Licensed Products; (c) all overhead, including but not limited to cost of equipment depreciation, repairs, maintenance, and building costs, indirect labor of production support employees and related payroll taxes and benefits, costs for personnel exercising controlling and supervisory function, costs of indirect space, costs of in-process control, costs of microbiological monitoring of production environment, costs of training of process personnel, costs for supplies, auxiliary materials and consumables and other operating expenses, costs of shop floor control systems, costs for cleaning production buildings, costs of work clothes, taxes, insurance, material management, interim transportation and warehousing, costs of purchasing department, costs of ensuring sufficient levels of safety, health and environment, costs of production scheduling, costs of maintaining the bills of materials, costs for technical support, plant management, administration and general services, costs of IT systems, quality assurance and quality control costs, costs for utilities and ecology, such as electricity, water, nitrogen, steam, air, deposition of solid or liquid waste, purification of effluent water, and purification of waste air; (d) the costs of any third party sub-contract manufacturers; (e) the cost of transportation or any related costs

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including tertiary packaging and storage of the Licensed Compound or Licensed Products, as incurred or spent in connection with this agreement; and (f) any other costs incurred or spent in support of the manufacturing of Licensed Compound or Licensed Products such as variances from standard costs, which capture deviations of actual costs from the planned and applied standard costs, write-offs, non-product related production costs including costs of inventory management and supply chain, Technical Operations Corporate Headquarters overhead costs, non-product allocated QA costs, validation costs, third party royalties or license fees, IT project costs, to be allocated to the Licensed Compound or Licensed Products based on actual consumption or an allocation key. For clarity, Manufacturing Costs shall be calculated on a per SKU, as applicable, and shall include the "consolidated total product cost" or "cTPC" established in accordance with such Party's Accounting Standards, as well as reasonable allocations of variances to cTPC, inventory write-offs and reasonable allocations of other costs incurred in support of the manufacturing of Licensed Compound or Licensed Products. For the sake of clarity, the cost of BeiGene Proprietary PD-1 Inhibitor (tislelizumab) shall not be included in the definition of "Manufacturing

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Cost" and Novartis shall obtain BeiGene Proprietary PD-1 Inhibitor (tislelizumab) from BeiGene pursuant to the BeiGene Proprietary PD-1 Inhibitor Supply Agreement at the Supply Price.

1.94 "Master Cell Bank" or "MCB" means the reference deposit or collection of vials of the Product Cell Line, which has been prepared from the selected single cell clone under GMP conditions, and from which all subsequent lots of Working Cell Banks are derived.

1.95 "Materials" means all tangible biological materials, cells, reference standards, assays and media that are used in or held for use for, the Manufacture of the Licensed Product or the Licensed Compound, including the Product Cell Line, the Master Cell Bank, the Working Cell Bank and the Parental Cell Line.

1.96 "Material Safety Issue" means a significant safety concern that is bona fide, serious and unexpected or, if expected, is observed at a higher rate and grade, and is generally not monitorable or reversible and that, in any case, would significantly impact or delay anticipated Regulatory Approval for, or Commercialization of the Licensed Product.

1.97 "Medical Affairs Activities" means the design, oversight and implementation of activities designed to ensure or improve appropriate medical use of, conduct medical education of, or support or conduct clinical studies regarding, the Licensed Product, including: (a) the activities to be conducted by Medical Liaisons; (b) sponsoring, or the obtaining of grants to support, continuing independent medical education (including independent symposia and congresses); (c) participation in international congresses and (d) the development, publication and dissemination of scientific and clinical information in support of an approved Indication for the Licensed Product, as well as medical information services (and the content thereof) provided in response to inquiries communicated via the sales representatives or other external-facing representatives or received by letter, phone call or email or other means of communication agreed by the Parties in writing.

1.98 "Medical Affairs FTE Rate" means (a) for the United States, […***…] per annum during calendar year 2021, (b) for Canada […***…] per annum during calendar year 2021, and (c) for Mexico, […***…] per annum during calendar year 2021; such amounts to be adjusted as of […***…] and […***…] thereafter […***…], which rates, for the avoidance of doubt, include […***…].

1.99 "Medical Affairs Plan" means, with respect to a Licensed Product, a written high-level strategic and tactical plan for the Medical Affairs Activities to be conducted with respect to such Licensed Product in the Novartis Territory or the BeiGene Territory, as applicable. The Medical Affairs Plan will include the following elements: […***…].

1.100 "Medical Liaisons" means the health care professionals employed or engaged by a Party with sufficient health care experience to engage in in-depth scientific dialogue with physicians regarding medical issues or relevant scientific topics associated with the Licensed Product and are not sales representatives or otherwise engaged in direct selling or promotion of the Licensed Product.

1.101 "Medical Liaisons Activities" means the Medical Affairs Activities conducted by Medical Liaisons.

1.102 "Milestone Event" means, as applicable, a Development Milestone Event or a Sales Milestone Event.

1.103 "Milestone Payment" means, as applicable, a Development Milestone Payment or a Sales Milestone Event.

1.104 "NDA" means a New Drug Application submitted to the FDA, or any successor application or procedure, as more fully defined in 21 C.F.R. § 314.50 et. seq.

1.105 "Net Sales" means the net sales recorded by Novartis or any of its Affiliates or Sublicensees (other than distributors and wholesalers) for any Licensed Product sold to Third Parties other than Sublicensees, as determined […***…]. The deductions booked on an accrual basis by Novartis and its Sublicensees and Affiliates under their respective Accounting Standards to calculate the recorded net sales from gross sales include the following:

[…***…]

With respect to the calculation of Net Sales:

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(i) Net Sales only include the value charged or invoiced on the first arm's length sale to a Third Party and sales between or among Novartis and its Affiliates and Sublicensees shall be disregarded for purposes of calculating Net Sales; and

(ii) If a Licensed Product is delivered to the Third Party before being invoiced (or is not invoiced), Net Sales will be calculated at the time all the revenue recognition criteria under Novartis' or its Sublicensee's Accounting Standards are met.

(iii) In the event that the Licensed Product is sold in a finished dosage form containing the Licensed Compound in combination with one or more other active ingredients (a "Finished Dosage Combination Product"), the Net Sales of such Finished Dosage Combination Product will be calculated by […***…].

1.106 "New Other Clinical Trial" means any Clinical Trial, other than a New Registrational Clinical Trial or a Permitted Combination Study, for the Licensed Compound conducted by BeiGene during the period commencing on the Execution Date and continuing until the License Effective Date.

1.107 "New Registrational Clinical Trial" means any Registrational Clinical Trial for the Licensed Compound conducted by either Party during the period commencing on the Execution Date and continuing until the License Effective Date that has a design, conduct and representation of patients sufficient to support Regulatory Approvals in the United States, Europe, Japan and China in any of the Indications listed on Schedule 1.107 attached hereto.

1.108 "Novartis Controlled Compound" means any compound or other active pharmaceutical ingredient that is (a) proprietary to Novartis (or its Affiliates) or (b) proprietary

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to a Third Party and in-licensed by Novartis (or its Affiliates), including in either case, compounds or active pharmaceutical ingredients that are part of a Combination Regimen or Finished Dosage Combination Product but excluding the Licensed Compound or the Licensed Product.

1.109 "Novartis Invention" means any Invention that relates to the Licensed Compound or Licensed Product and that is conceived or first reduced to practice by employees of, or consultants to, Novartis, alone or jointly with any Third Party, without the use in any material respect of any BeiGene IP or Joint IP.

1.110 "Novartis Invention Patents" means any and all Patents Controlled by Novartis during the Term that contain one or more claims that Cover Novartis Inventions.

1.111 "Novartis IP" means, collectively, the Novartis Patents, the Novartis Know-How and the Novartis Inventions.

1.112 "Novartis Know-How" means any Know-How Controlled by Novartis or any of its Affiliates developed pursuant to this Agreement after the Execution Date and during the Term which is necessary or reasonably useful for the Development, Manufacture, or Commercialization of, or the conduct of Medical Affairs Activities with respect to, the Licensed Products in the Field in the Novartis Territory. For clarity, Novartis Know-How shall not include any Know-How to the extent that such Know-How relates to a Novartis Controlled Compound.

1.113 "Novartis Patents" means any and all Patents Controlled by Novartis or its Affiliates developed pursuant to this Agreement after the Execution Date and during the Term which are necessary or reasonably useful for the Development, Manufacture, or Commercialization of, and/or the conduct of Medical Affairs Activities with respect to, the Licensed Products in the Field. For clarity, Novartis Patents shall include Novartis Invention Patents but shall not include any Patents that relate to a Novartis Controlled Compound.

1.114 "Novartis Territory" means the United States, Canada, Mexico, the member countries of the European Union as of the Execution Date, United Kingdom (including its territories and possessions), Norway, Switzerland, Iceland, Liechtenstein, Russia and Japan.

1.115 "NSCLC" means non-small cell lung cancer.

1.116 "Option Period" means the period commencing on the Execution Date and expiring on the first to occur of (a) the License Effective Date, (b) midnight on the […***…] after the Data Release Date and (c) […***…]; provided, that, if Novartis does not exercise the Option on or before

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[…***…], the Option Period will automatically be extended until […***…] (subject to the increase to the Option Exercise Fee as provided in Section 8.1.2); provided, that, the Option Period may be further extended by mutual written agreement of the Parties.

1.117 "Parental Cell Line" means the […***…].

1.118 "Patents" means: (a) all patents and patent applications in any country or supranational jurisdiction worldwide; and (b) any substitutions, divisionals, continuations, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations, extensions, supplementary protection certificates, and the like of any such patents or patent applications.

1.119 "Person" means any individual, partnership, joint venture, limited liability company, corporation, firm, trust, association, unincorporated organization, governmental authority or agency, or any other entity not specifically listed herein.

1.120 "Personal Data" means (a) all information identifying, or in combination with other information, identifiable to, an individual, including pseudonymized (key-coded) clinical data containing such information; and (b) any other information that is governed, regulated or protected by one or more Data Security and Privacy Laws.

1.121 "Pricing and Reimbursement Approval" means any approval, agreement, determination, or decision establishing prices that can be charged to consumers for a pharmaceutical product or that will be reimbursed by Governmental Authorities or other payers for a biopharmaceutical product, in each case, in a country where Governmental Authorities approve or determine pricing for pharmaceutical products for reimbursement or otherwise.

1.122 "Primary Detail" means a Detail in which information regarding the Licensed Product is the first and most prioritized product information communicated by the applicable sales representative and for which the majorityof the sales representative's incentive compensation in respect of such Detail is based on the communication of information regarding the Licensed Product.

1.123 "Prior CDA" means that certain confidentiality agreement, by and between BeiGene and Novartis Pharmaceuticals Corporation dated […***…].

1.124 "Processing" (or its conjugates) means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alternation, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

1.125 "Product Cell Line" means the […***…].

1.126 "Prosecution and Maintenance" or "Prosecute and Maintain" means, (a) with regard to a Patent, the preparation, filing, prosecution, and maintenance of such Patent, as well as re-examinations, reissues, appeals, and requests for patent term adjustments, patent term extensions and Supplemental Protection Certificates with respect to such Patent, together with the initiation or defense of interferences, oppositions, post grant review, inter partes review, derivations, re-examinations, post-grant proceedings, and other similar proceedings (or other defense proceedings with respect to such Patent, but excluding the defense of challenges to such Patent as a counterclaim in an infringement proceeding) with respect to the particular Patent, and any appeals therefrom and (b) with regard to a trademark, the preparation, filing, prosecution, registration, renewal and maintenance of such trademark, as well the initiation or defense of oppositions, cancellations and other similar proceedings (or other defense proceedings with respect to such trademark, but excluding the defense of challenges to such trademark as a counterclaim in an infringement proceeding) with respect to the particular trademark, and any appeals therefrom.

1.127 "Registrational Clinical Trial" means: (a) a human clinical trial of a compound or product that would satisfy the requirements of U.S. 21 C.F.R. Part 312.21(c) or corresponding foreign regulations or (b) a human clinical trial of a compound or product that is intended to: (i) establish that the compound or product is safe and efficacious for its intended use; (ii) define contraindications, warnings, precautions, and adverse reactions that are associated with the compound or product in the dosage range to be prescribed; and (iii) support Regulatory Approval for such compound or product (whether conditional or final), but may not include the data that

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may be necessary to support the Pricing and Reimbursement Approvals; or (c) a human clinical trial similar to a human clinical trial described in sub-clause (a) prescribed by the relevant Regulatory Authorities in a country other than the United States.

1.128 "Regulatory Approval" means, with respect to a particular Licensed Product and a particular Indication and a particular country, the regulatory approval of the applicable Regulatory Authority necessary for the marketing and sale of such Licensed Product for such particular Indication in such country (excluding Pricing and Reimbursement Approval, unless otherwise provided herein).

1.129 "Regulatory Authority" means any national or supranational Governmental Authority, including the U.S. Food and Drug Administration (and any successor entity thereto) (the "FDA") in the United States, the European Medicines Agency (and any successor entity thereto) (the "EMA") or the European Commission (and any successor entity thereto), as applicable, in the EU, and the Ministry of Health, Labour, and Welfare of Japan, or the Pharmaceuticals and Medical Devices Agency of Japan (or any successor to either of them) as the case may be (the "MHLW") in Japan, the Medicines and Healthcare Products Regulatory Agency (the "MHRA") in the United Kingdom, or any health regulatory authority in any country that is a counterpart to the foregoing agencies, including, without limitation, HGRAC, in each case, that holds responsibility for development and commercialization of, and the granting of Regulatory Approval for, a pharmaceutical product in such country.

1.130 "Regulatory Exclusivity" means, with respect to a particular Licensed Product in a country in the Novartis Territory, any exclusivity (including for clarity new biologic exclusivity, new use or indication exclusivity, new formulation exclusivity, orphan drug exclusivity, pediatric exclusivity, or any applicable data exclusivity) conferred by the Regulatory Authority in such country which confers an exclusive commercialization period during which Novartis, its Affiliates or Sublicensees have the exclusive right to market and sell the Licensed Product in such country, excluding any rights conferred by or based on any Patents.

1.131 "Regulatory Filing" means any filing with any Regulatory Authority with respect to the research, development, manufacture, distribution, pricing, reimbursement, marketing or sale of a Licensed Product. For clarity, the term "Regulatory Filing" shall not mean, or apply to, any submission to any regulatory authority of adverse event reports, periodic safety reports, or other similar safety submissions, which shall each be governed by the Pharmacovigilance Agreement.

1.132 "Regulatory Materials" means the regulatory registrations, applications, authorizations, and approvals (including MAs, supplements and amendments, pre- and post-approvals, Pricing and Reimbursement Approvals, certificates of pharmaceutical product and labeling approvals), Regulatory Approvals, and other submissions made to or with, and minutes of meetings with, any Regulatory Authority for research, development (including the conduct of Clinical Trials), Manufacture, or commercialization of a pharmaceutical product in a regulatory jurisdiction, together with all related correspondence to or from any Regulatory Authority and all documents, referenced in the complete regulatory chronology for each such submission including all drug master files (if any), INDs, BLAs and NDAs, and foreign equivalents of any of the foregoing.

1.133 "Regulatory Transition Plan" means the written plan to be prepared by the JRFT no later than [...***...] after the Execution Date, as such period may be extended by mutual agreement of the Parties, which will set forth the Regulatory Transition Activities to be conducted by BeiGene and Novartis pursuant to Section 4.2.2, as such written plan may be amended, modified or updated by the mutual agreement of the Parties or, after the License Effective Date, the JDC.

1.134 "RMM FTE Rate" means (a) for the United States, [...***...] per annum during calendar year 2021, (b) for Canada [...***...] per annum during calendar year 2021, and (c) for Mexico, [...***...] per annum during calendar year 2021; such amounts to be adjusted as of [...***...] and [...

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…] thereafter [……], which rates, for the avoidance of doubt, include […***…].

1.135 "RMM Promotion" means the activities performed by regional marketing managers.

1.136 […***…].

1.137 "Royalty Term" means, on a country-by-country basis, the period of time commencing on the First Commercial Sale of the Licensed Product in such country and expiring upon the latest of: (a) the expiration of the last Valid Claim within the BeiGene Patents which Covers the composition of matter, or approved methods of use of such Licensed Product in such country; (b) the […***…] of the date of First Commercial Sale of the first Licensed Product in such country; and (c) the expiration of Regulatory Exclusivity with respect to such Licensed Product in such country.

1.138 "Separate" means, with respect to a Competing Product, to separate […***…].

1.139 "Shared Development Costs" means, (a) with respect to any Initial Global Studies, the Development Costs incurred by each Party (or its Affiliates, as applicable) in respect of the conduct of such Clinical Trial on and after the License Effective Date; (b) with respect to a Global Clinical Trial that the Parties mutually agree to conduct, the Development Costs incurred by each Party (or its Affiliates, as applicable) in respect of the conduct of such Global Clinical Trial in accordance with the Additional Global Development Plan; (c) with respect to any Excluded Study that Novartis includes in its Regulatory Filing pursuant to Section 3.1.6, and such Regulatory Filing is subsequently approved, the Development Costs incurred by BeiGene (or its Affiliates, as applicable) in respect of the conduct of such Excluded Study; (d) with respect to any Unilateral Study conducted by BeiGene that Novartis includes in its Regulatory Filing pursuant to Section 3.2.5(b), and such Regulatory Filing is subsequently approved, the Development Costs incurred by BeiGene (or its Affiliates, as applicable) in respect of the conduct of such Unilateral Study; (e) with respect to any New Registrational Clinical Trial for which BeiGene is the Sponsoring Party and for which Novartis has provided a Novartis Study Design Agreement Notice, the Development Costs incurred by BeiGene (or its Affiliates, as applicable) in respect of the conduct of such New Registrational Clinical Trial on and after the License Effective Date; (f) with respect to any New Other Clinical Trial for which BeiGene is the Sponsoring Party and for which Novartis has provided a Novartis Study Design Agreement Notice, the Development Costs incurred by BeiGene (or its Affiliates, as applicable) in respect of the conduct of such New Other Clinical Trial on and after the License Effective Date; (g) with respect to any New Registrational Clinical Trial for which Novartis is the Sponsoring Party during the Option Period, the Development Costs incurred by Novartis (or its Affiliates, as applicable) in respect of the conduct of such New Registrational Clinical Trial; (h) with respect to Post-Approval Trials required by a Regulatory Authority to obtain or maintain Regulatory Approval, the Development Costs incurred by each Party (or its Affiliates, as applicable) in respect of the conduct of such Post-Approval Trial on and after the License Effective Date; and (i) with respect to any Global Clinical Trials included in the Initial Global Development Plan or Additional Global Development Plan, the Development Costs incurred by a Party (or its Affiliates, as applicable) in respect of the conduct of such Global Clinical Trials but solely to the extent, in case of this subsection (i), that such Development Costs are […***…] of the Development Costs for such Global Clinical Trial included in the Additional Global Development Budget, unless an amendment to the Additional Global Development Plan (i) is mutually agreed to through the JSC or (ii) determined to be made pursuant to the dispute

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resolution provisions of Section 16.7.2. For the sake of clarity, the definition "Shared Development Costs" specifically excludes the cost of CMC Development activities for the Manufacture of Licensed Compound or Licensed Product (including process development steps necessary for Regulatory Approval for the Manufacture of the Licensed Product), which shall be BeiGene's sole responsibility.

1.140 "Shared Regulatory Materials" means the material Regulatory Materials agreed in the Regulatory Transition Plan, to be submitted to Regulatory Authorities for the Licensed Compound and/or the Licensed Product with respect to any Clinical Trials that are included in the Development Plans. For clarity, the Shared Regulatory Materials shall not include the Existing Regulatory Materials existing as of the Execution Date.

1.141 "Sublicensee" means, with respect to Novartis, a Third Party to whom Novartis has granted a sublicense, either directly or indirectly, under the BeiGene IP licensed to Novartis by BeiGene pursuant to this Agreement, to Develop, Manufacture, or Commercialize the Licensed Products in the Field in the Novartis Territory, but excluding: (a) any Third Party acting as a distributor; and (b) BeiGene and any of its Affiliates.

1.142 "Supply Price" means the supply price for the BeiGene Proprietary PD-1 Inhibitor as set forth in the BeiGene Proprietary PD-1 Inhibitor Supply Agreement.

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1.143 "Tax" means any direct or indirect tax, excise or duty and any surcharge thereon levied by any Governmental Authority in accordance with Applicable Law.

1.144 "Territory" means the BeiGene Territory or the Novartis Territory, as applicable.

1.145 "Third Party" means any Person other than BeiGene or Novartis that is not an Affiliate of BeiGene or of Novartis.

1.146 "Third Party Claim" means any and all suits, claims, actions, proceedings, or demands brought by a Third Party.

1.147 "Unilateral Study" means (a) any Global Clinical Trial that is conducted by a Proposing Party pursuant to Section 3.2.4 and (b) any New Registrational Clinical Trial that is conducted by Novartis that has not been agreed to in writing by BeiGene pursuant to Section 3.1.5(c).

1.148 "United States" or "U.S." means the United States of America and all of its territories and possessions.

1.149 "U.S. Regulatory Approval" means with respect to the Licensed Product and a given Indication, Regulatory Approval by the FDA of the Licensed Product, and any required companion diagnostic, for that Indication; provided, that, if on the date of issuance of any such Regulatory Approval, a Governmental Authority having proper jurisdiction shall have issued an order, injunction or ruling (collectively, an "Order") that restrains, enjoins or otherwise prohibits the sale of such Licensed Product in the U.S.,U.S. Regulatory Approval shall be deemed to occur on thedate on which such Order is withdrawn, removed or otherwise terminates.

1.150 "Valid Claim" means a claim of a Patent within the BeiGene Patents that is exclusively licensed to Novartis and: (a) has issued and has not expired, lapsed, been cancelled, or abandoned, or been dedicated to the public, disclaimed, or held unenforceable, invalid, unpatentable, revoked, or cancelled by a court or administrative agency of competent jurisdiction in an order or decision from which no appeal has been or can be taken, including through opposition, reexamination, reissue, disclaimer, inter partes review, post grant review, post grant

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procedures, or similar proceedings; or (b) is a pending claim of an unissued, pending patent application, […***…]. For clarity, a claim which issues later from such pending patent application above shall be considered a Valid Claim as defined in this Section 1.150Amendment as of the date of issuance. first written above.

1.151 "Working Cell Bank" or "WCB" means a vialed collection of serially sub-cultivated cells expressing the Licensed Compound that is derived from the Master Cell Bank under GMP conditions, and used to establish seed cultures for the Manufacturing of drug substance.

1.152 Additional Definitions. Each of the following terms has the meaning described in the corresponding Section of this Agreement indicated below:

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ARTICLE 2
GOVERNANCE

2.1 Joint Steering Committee.

2.1.1 Establishment; Responsibilities. Within […***…] after the License Effective Date, or such earlier time as is mutually agreed by the Parties, the Parties shall establish a joint steering committee (the "JSC") as more fully described in this Section 2.1. The JSC will be a forum for discussion, review and coordination regarding the Development, Manufacture and Commercialization of, and the conduct of Medical Affairs Activities with respect to, the Licensed Compound and Licensed Products in the Novartis Territory and the BeiGene Territory and in connection therewith, each Party agrees to keep the JSC reasonably informed, of its progress and activities with respect thereto.

2.1.2 Specific Responsibilities. The Alliance Managers, in concert with the JSC members, will be responsible for coordinating the JSC, facilitating the scheduling and conduct of the JSC meetings, being responsible for the preparation and circulation of the JSC meeting agenda and minutes and ensuring that relevant action items from JSC meetings are carried by the parties or otherwise addressed, and bringing matters to the attention of the relevant JSC subcommittee, as applicable. In addition to the JSC's general discussion, the review and coordination regarding the Development, Manufacture and Commercialization of, and/ or the conduct of Medical Affairs Activities with respect to, the Licensed Compound and Licensed Products, the JSC will:

(a) subject to Section 2.7.3, resolve all matters that are required to be determined by any other Committee that are in dispute;

(b) review and approve each Additional Global Development Plan and Additional Global Development Budget;

(c) review and approve all amendments to the Additional Global Development Plan and Additional Global Development Budget;

(d) oversee the expansion of the responsibilities of the JSC as mutually agreed by the Parties; and

(e) make such other decisions as may be expressly delegated to the JSC pursuant to this Agreement or by mutual written agreement of the Parties during the Term.

2.1.3 Decisions. Except as otherwise set forth in this Agreement, all decisions required to be made by the JSC shall be made by […***…], […***…]. If the JSC is unable to

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agree on any such matter, then either Party's Alliance Manager may, by providing written notice to the other Party, have such matter referred to the Executive Officers for resolution. Any final decision mutually agreed to by the Executive Officers with respect to such issue shall be conclusive and binding on the Parties. If the Executive Officers are unable to resolve the matter within […***…] (or such other longer time frame that the Executive Officers may otherwise agree upon) after the matter is referred to them in accordance with this Section 2.1.3, then the following will apply:

(a) Without limiting Section 2.5.2, and subject to Section 2.1.3(c), if the JSC is unable to reach […***…] on a non-Critical Matter requiring determination by the JSC, then, subject to subsection (b), the final decision may be made by the members of the JSC who are:

(i) appointed by BeiGene if such non-Critical Matter is related primarily to any of the following, […***…].

(ii) appointed by Novartis if such non-Critical Matter is related primarily to any of the following, […***…].

(b) For clarity, the foregoing shall not apply, and nothing in this Section 2.1.3 shall be deemed to restrict, the ability of a Party to […***…].

(c) In the event that the JSC cannot reach […***…]on any matter with respect of which the members of the JSC appointed by BeiGene have the right to make the final decision pursuant to Section 2.1.3(a)(i), then, if such decision relates to a matter that could reasonably be expected to […***…], then any member of the JSC appointed by Novartis may promptly refer such matter to the Executive Officers for discussion and the BeiGene members on the JSC shall not exercise their final decision making authority in respect thereof until the earlier of such time as the Executive Officers have discussed such matter or the date that is […***…] after such referral.

(d) If the Executive Officers are unable to reach unanimous consensus on any Critical Matter requiring determination by the JSC then the matter will be submitted for resolution by Accelerated Arbitration in accordance with Section 16.7.2(g).

2.2 Joint Development Committee. Within […***…] following the License Effective Date, or such earlier time as is mutually agreed by the Parties, the Parties shall establish a joint development committee (the "JDC"). The JDC shall include individuals from each Party with reasonable expertise in the areas of product development, clinical development and regulatory matters.

2.2.1 Specific Responsibilities. In addition to the JDC's general discussion, review and coordination regarding the Development of the Licensed Compound and Licensed Products and regulatory matters with respect to the Licensed Product, the JDC will:

(a) review all data and updates with respect to the conduct by BeiGene of any Initial Global Studies (other than the Novartis-Initiated Trials) and any New Registrational Clinical Trial and New Other Clinical Trial for which BeiGene is the Sponsoring Party;

(b) oversee the conduct of Development activities undertaken with respect to the Licensed Compound and the Licensed Product in the Novartis Territory, including the conduct by Novartis of the Novartis-Initiated Trials included as part of the Initial Global Development Plan;

(c) review all data and updates with respect to the Development by Novartis of the Licensed Compound and the Licensed Product in the Novartis Territory;

(d) review and approve any amendments to ongoing Clinical Trials included in the Initial Global Development Plan;

(e) review the proposed use by a Party of the Licensed Compound as part of a Combination Regimen with any monoclonal antibody the primary mechanism of action of which is to directly inhibit PD-1 or PD-L1, other than the BeiGene Proprietary PD-1 Inhibitor, pursuant to Section 3.3.1;

(f) review the proposed Development, Manufacture or Commercialization of, or the conduct of Medical Affairs Activities with respect to, a Competing Product for a Failed Indication pursuant to Section 9.10;

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(g) review and approve any amendments to the Regulatory Transition Plan;

(h) review copies of correspondence with, and documentation to and from, Regulatory Authorities, in connection with the Development of the Licensed Compound and Licensed Product;

(i) review and recommend to the JSC whether or not to approve, each Additional Global Development Plan and Additional Global Development Budget;

(j) review the conduct by the Parties of activities under the Additional Global Development Plan, including matters related to progress, timelines, status, safety and budget;

(k) review and recommend to the JSC whether or not to approve, all amendments to the Additional Global Development Plan and the Additional Global Development Budget;

(l) review the Shared Development Costs Reports provided by each Party, prepare and submit to each Party the Shared Development Reconciliation Reports and attempt to resolve any disputes between the Parties with respect to any Shared Development Cost or Shared Development Reconciliation Report;

(m) oversee the implementation of, and the coordination between the Parties of activities to be performed under, the Pharmacovigilance Agreement and any other written agreement between the Parties with respect to the conduct of Development activities under this Agreement;

(n) review high level information regarding the clinical supply chain for the Licensed Compound and Licensed Products, including back-up mandatory sites and the ability to meet forecasted demand; and

(o) make such other decisions as may be expressly delegated to the JDC pursuant to this Agreement or by mutual written agreement of the Parties during the Term.

2.3 Joint Medical Affairs Committee. Within […***…] following the License Effective Date, or such earlier time as is mutually agreed by the Parties, the Parties shall establish a joint medical affairs committee (the "JMAC"). The JMAC shall include individuals from each Party with reasonable expertise in the conduct of Medical Affairs Activities.

2.3.1 Specific Responsibilities. In addition to the JMAC's general discussion, review and coordination regarding the conduct of Medical Affairs Activities, including Investigator Sponsored Studies supported by the Parties or their Affiliates, for Licensed Products, the JMAC will:

(a) review and discuss the Parties' Medical Affairs Plans in order to consider whether the Medical Affairs Activities are conducted by the Parties in a manner which supports the global scientific narrative for the Licensed Products, to the extent possible and appropriate;

(b) review and discuss the Shared Medical Affairs Activities to be conducted by the Parties in the United States, Canada and Mexico, as applicable, to ensure the proper alignment of customer targets across tiers in order to achieve equitable distribution between the Medical Liaisons of each Party in the Shared Medical Affairs Territory;

(c) review and discuss each Party's field medical operational and executional details, including territory and HCP targeting alignment, CRM, analytics, reporting, and other elements, applicable to any Shared Medical Affairs Activities in the Shared Medical Affairs Territory;

(d) review and discuss all material amendments to the Medical Affairs Plans;

(e) review all Medical Affairs Activities reports provided by the Parties pursuant to Section 5.5.3; and

(f) make such other decisions as may be expressly delegated to the JMAC pursuant to this Agreement or by mutual written agreement of the Parties during the Term.

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2.4 Joint Commercialization Committee. Not later than […***…] prior to the expected date of First Commercial Sale of a Licensed Product, or such earlier time as is mutually agreed by the Parties, the Parties shall establish a joint commercialization committee (the "JCC"). The JCC shall include individuals from each Party with reasonable expertise in the areas of sales and marketing, operations, and market access.

2.4.1 Specific Responsibilities. In addition to the JCC's general discussion, review and coordination regarding the Commercialization of Licensed Products, the JCC will:

(a) review and discuss the Commercialization Plan and the branding strategy for the Novartis Territory;

(b) review updates with respect to the Commercialization by Novartis of the Licensed Compound and the Licensed Product in the Novartis Territory;

(c) review high level information regarding the commercial supply chain for the Licensed Compound and Licensed Products, including back-up mandatory sites and the ability to meet forecasted demand;

(d) review the allocation between the Parties of specific customers and accounts with respect to Details in countries and Indications in respect of which BeiGene has a Co-Detailing Right as provided in Section 5.6;

(e) review and approve terms of […***…]; and

(f) make such other decisions as may be expressly delegated to the JCC pursuant to this Agreement or by mutual written agreement of the Parties during the Term.

2.5 Joint […***…]. Not later than […***…] prior to the expected date of First Commercial Sale of a Licensed Product, or such earlier time as is mutually agreed by the Parties, the Parties shall establish a joint […***…], which will be a subcommittee of the JCC, to exchange information […***…] with respect to Licensed Products.

2.5.1 Specific Responsibilities. In addition to the […***…] general discussion, review and coordination regarding the pricing of Licensed Products, the […***…] will:

(a) […***…]; and

(b) make such other decisions as may be expressly delegated to the […***…] pursuant to this Agreement or by mutual written agreement of the Parties during the Term.

2.5.2 Final Determinations by […***…]. Notwithstanding Section 2.1.3 or anything else to the contrary herein, in the event the […***…] is unable to […***…] agree on any matter related to the pricing of the Licensed Products in the Novartis Territory, […***…].

2.6 Joint Intellectual Property Committee. Within […***…] following the License Effective Date, or such earlier time as is mutually agreed by the Parties, the Parties shall establish a joint intellectual property committee (the "JIPC"). The JIPC shall include individuals from each Party with reasonable expertise in the intellectual property matters.

2.6.1 Specific Responsibilities. The JIPC will:

(a) provide a forum for discussion of Patent Prosecution and Maintenance of the BeiGene IP, Joint IP and Novartis IP;

(b) review and discuss the necessity for negotiating any licenses to Third Party intellectual property applicable to the Licensed Products, including any Disclosed Patent License Agreement and/or Third Party License Agreement; and

(c) provide a forum for discussion of any Competing Infringement, Third Party Infringement or Patent challenge by a Third Party of any BeiGene Core Patent, Novartis Patent or Joint Patent in the Novartis Territory pursuant to this Agreement;

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(d) provide a forum for discussion of any patent term restoration or supplemental protection certificates or their equivalents in any country being sought by a Party in the Novartis Territory;

(e) provide a forum for discussion of any listings to be made with the applicable Regulatory Authorities in the Novartis Territory for any applicable Patents (including any BeiGene Patents) for the Licensed Product, including all so-called "Orange Book" and "Purple Book" listings required under the U.S. Public Health Service Act, and all similar listings in any other relevant countries; and

(f) make such other decisions as may be expressly delegated to the JIPC pursuant to this Agreement or by mutual written agreement of the Parties during the Term.

2.7 Committee Membership; Meetings; Minutes; Decision Making; Term.

2.7.1 Representatives. Each Committee shall be comprised of […***…] representatives (or such other number of representatives as the Parties may mutually agree) from each of Novartis and BeiGene. Each representative of a Party shall have sufficient seniority and expertise to participate on the Committee as determined in such Party's reasonable judgment. Each Party will select a co-chairperson of each Committee (the "Chairpersons"). Each Party may replace any or all of its representatives on a Committee at any time upon written notice to the other Party in accordance with Section 16.2. Each Party may invite non-member representatives of such Party and any Third Party to attend meetings of the Committee as non-voting participants; provided, that any such non-member or Third Party is bound by obligations of confidentiality, non-disclosure, and non-use no less restrictive than those set forth in Article 12 prior to attending any such meeting.

2.7.2 Meetings. The first scheduled meeting of each Committee shall be held no later than […***…] after establishment of such Committee unless otherwise agreed by the Parties. After the first scheduled meeting of each Committee, the Committee shall meet in person or telephonically at least […***…], or more or less frequently as the Parties agree, on such dates and at such places and times as provided herein or as the Parties shall agree. In addition, the JCC and the JMAC shall meet jointly […***…] to discuss matters that relate to activities with the scope of both such Committees. Special meetings of a Committee may be convened by any representative upon not less than […***…] written notice to the other representatives (or, if such meeting is proposed to be conducted by teleconference, upon not less than […***…]); provided, that, (a) notice of any such special meeting may be waived at any time, either before or after such meeting and (b) attendance of any representative at a special meeting shall constitute a valid waiver of notice from such member. The representatives of the Committee may also convene or be consulted from time to time by means of telecommunications, video conferences, electronic mail, or correspondence, as deemed necessary or appropriate. Each Party shall bear all costs and expenses it incurs in participating in all meetings of the Committees, including all travel and living expenses.

2.7.3 Decisions for Committees other than the JSC. Except as otherwise set forth in this Agreement, all decisions of Committees other than […***…] and […***…] shall be made by […***…], with each Party having […***…]. If the applicable Committee is unable to agree on any matter that this Agreement expressly specifies is to be agreed upon or determined by the Committee, then either Party may, by providing written notice to the other Party, have such matter referred to the JSC for resolution.

2.7.4 Minutes. For JSC meetings, the Alliance Managers shall be responsible for working with Co-Chairpersons for preparing and circulating the minutes of each meeting, setting forth an overview of the discussions at the meeting. Definitive minutes of all Committee meetings shall be finalized no later than […***…] after the meeting to which the minutes pertain. Minutes shall be deemed approved unless one or more members object to the accuracy of such minutes within […***…] of receipt. For other committees, the Co-chairpersons or their delegates will take the responsibility for minutes as described above for JSC.

2.7.5 Term of Committees. Each shall remain in effect from the date on which it is established until the end of the Term or until the Parties mutually agree to disband such Committee.

2.7.6 Committee Authority. The Committees shall only have the authority to decide or approve matters that this Agreement expressly contemplates that the applicable Committee is to decide or approve.

2.8 Alliance Managers. Each Party will appoint an individual who possess a general understanding of Development, Regulatory, Manufacturing, Medical Affairs Activities and

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Commercialization to act as its alliance manager under this Agreement as soon as practicable after the Execution Date (each an "Alliance Manager"). The Alliance Managers will (a) help develop a mutually agreed alliance launch plan (kick-off) covering transition planning and implementation, of any activities and systems that the Parties need to put in place within the first […***…] following the Execution Date to support the Development and Commercialization of the Product; (b) serve as the primary points of contact between the Parties for the purpose of providing the other Party with information on the progress of a Party's activities under this Agreement; (c) be responsible for facilitating the flow of information and otherwise promoting communication, coordination, and collaboration between the Parties; (d) facilitate the prompt resolution of any disputes; (e) be charged with creating and maintaining a collaborative work environment within and among the governance committees and (f) responsible for scheduling and conduct of the Joint Steering Committee and entitled to attend all governance committee meetings, in each case, as a non-voting member. An Alliance Manager may also bring any matter to the attention of the JSC if such Alliance Manager reasonably believes that such matter warrants such attention. Each Party will use reasonable efforts to keep an appropriate level of continuity but may replace its Alliance Manager at any time upon written notice to the other.

2.9 Sub-Committees and Project Teams. The JSC may, at any time that it deems necessary or appropriate, establish additional joint committees and or project teams, including a patent committee, and delegate such of its responsibilities as it determines appropriate to such joint committees and joint project teams. The Parties acknowledge and agree that certain joint committees or project teams may need to be formed during the Option Period to discuss Development Activities during the Option Period, including to review copies of correspondence with, and documentation to and from, Regulatory Authorities, in connection with the Development of the Licensed Compound and Licensed Product.

ARTICLE 3
DEVELOPMENT

3.1 Development Activities During Option Period.

3.1.1 BeiGene Clinical Trials. During the […***…], BeiGene shall be solely responsible, in its sole discretion, for the conduct of (a) all pre-clinical Development activities for the Licensed Compound, (b) the Initial Global Studies (other than the Novartis-Initiated Trials), (c) any New Registrational Clinical Trials and New Other Clinical Trial in the Initial Global Development Plan for which BeiGene is the Sponsoring Party, (d) the Excluded Studies, and (e) any other Clinical Trials sponsored or supported by BeiGene that are ongoing as of the Execution Date and/or the License Effective Date. Except as provided in Section 3.1.5 or 3.1.6 below, the costs and expenses of […***…]. For clarity, except as provided in this Section 3.1, Novartis will […***…].

3.1.2 Novartis-Initiated Trials. As promptly as possible following the Execution Date, Novartis shall (a) sponsor, communicate with Regulatory Authorities, initiate, operationalize and conduct […***…] in accordance with the Initial Global Development Plan and under an IND prepared and filed by Novartis and (b) sponsor, initiate, operationalize and conduct […***…]; provided, that, […***…].

3.1.3 Certain Activities of BeiGene. As promptly as possible following the Execution Date, BeiGene shall […***…]. […***…].

3.1.4 Clinical Supply of […***…]. BeiGene shall provide clinical supplies of the […***…], as may be reasonably requested by Novartis, to support the conduct by Novartis of the Novartis-Initiated Trials at the […***…] and […***…], respectively; provided, that, the

foregoing supply prices shall be […***…] on and after the License Effective Date. Unless otherwise mutually agreed by the Parties, […***…].

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3.1.5 New Registrational Clinical Trials; New Other Clinical Trials.

(a) During the Option Period, either Party (a "Sponsoring Party") may initiate one or more New Registrational Clinical Trial(s) and BeiGene may initiate one or more New Other Clinical Trials, in each case, subject to the following conditions, unless otherwise mutually agreed by the Parties in writing: (i) the Sponsoring Party submits the proposed strategy, protocol, study design, budget and estimated development timelines (including internal governance timelines) for such New Registrational Clinical Trial (or with respect to BeiGene, New Other Clinical Trial) to the other Party in reasonable detail as soon as reasonably practicable and incorporates any reasonable and timely feedback received from the other Party; (ii) the Sponsoring Party meets with the appropriate Regulatory Authority to discuss the New Registrational Clinical Trial or New Other Clinical Trial; (iii) the Sponsoring Party submits the revised strategy, protocol, study design, budget, and estimated development timelines (including internal governance timelines) for such New Registrational Clinical Trial or New Other Clinical Trial, in each case updated to incorporate recommendations from the appropriate Regulatory Authority, and together with any written feedback received from such Regulatory Authority, to the other Party in reasonable detail at least […***…] in advance of its anticipated date of submission of the IND to the appropriate Regulatory Authority; (iv) such New Registrational Clinical Trial or New Other Clinical Trial is conducted in compliance with all Applicable Law; and (v) the Sponsoring Party provides written updates not less than […***…] to the other Party with respect to the conduct of such New Registrational Clinical Trial or New Other Clinical Trial, including any additional written feedback received from the appropriate Regulatory Authority. Unless otherwise agreed by the Parties, the FDA shall be deemed the appropriate Regulatory Authority for the purposes of this Section 3.1.5.

(b) If BeiGene is the Sponsoring Party for a New Registrational Clinical Trial or New Other Clinical Trial (i) that is supported by written feedback received from Regulatory Authorities in the Novartis Territory, then Novartis may, in its sole discretion, within […***…] after the later to occur of (A) the date on which BeiGene submits the IND for the New Registrational Clinical Trial or New Other Clinical Trial to the appropriate Regulatory Authority, and (B) the date on which Novartis receives from BeiGene of all of the information and documentation provided for in Section 3.1.5(a)(i)-(iii), or (ii) that the Parties mutually agree to conduct without receiving written feedback from Regulatory Authorities in the Novartis Territory, and on a New Registrational Clinical Trial by New Registrational Clinical Trial or New Other Clinical Trial by New Other Clinical Trial basis, notify BeiGene in writing that Novartis agrees to the study design for such New Registrational Clinical Trial or New Other Clinical Trial ("Novartis Study Design Agreement Notice"), in which case Novartis will, with effect from the License Effective Date, automatically be deemed to have opted-into such New Registrational Clinical Trial or New Other Clinical Trial, and Novartis shall pay BeiGene, on or before […***…] from the date of Novartis' receipt of BeiGene's final accounting of all such Shared Development Costs, as contemplated in this Section 3.1.5(b), an amount equal to […***…] its share of the Shared Development Costs incurred by BeiGene in connection with the conduct of such New Registrational Clinical Trial or New Other Clinical Trial (including the Supply Price and Manufacturing Cost applicable to the supply of the BeiGene Proprietary PD-1 Inhibitor (tislelizumab) and ociperlimab, respectively, as may be required to support the conduct of such New Registrational Clinical Trial or New Other Clinical Trial) up until the License Effective Date; provided, that, the obligation of Novartis to make any payment pursuant to this Section 3.1.5(b) shall be subject to […***…].

(c) If Novartis is the Sponsoring Party for a New Registrational Clinical Trial (i) that is supported by written feedback from Regulatory Authorities in the

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BeiGene Territory, and Novartis has otherwise provided BeiGene with all of the information and documentation provided for in Section 3.1.5(a)(i)-(iii), or (ii) that the Parties mutually agree to conduct without receiving written feedback from Regulatory Authorities in the BeiGene Territory, and in either case pursuant to a study design that has been agreed to by BeiGene, on a New Registrational Clinical Trial by New Registrational Clinical Trial basis, (A) such New Registrational Clinical Trial shall be included in the Initial Global Development Plan, and (B) the costs and expenses incurred by Novartis in respect of the conduct of such New Registrational Clinical Trial (including the Supply Price and the Manufacturing Cost applicable to the supply of the BeiGene Proprietary PD-1 Inhibitor (tislelizumab) and ociperlimab, respectively, as may be required to support the conduct of such New Registrational Clinical Trial) shall be Shared Development Costs for purposes of this Agreement. For clarity, if BeiGene does not agree to the study design for such New Registrational Clinical Trial it shall be deemed a Unilateral Study conducted by Novartis and Section 3.2.5(b) of this Agreement shall thereafter apply to the conduct of such Unilateral Study.

3.1.6 Additional Excluded Studies. If BeiGene is the Sponsoring Party for a New Registrational Clinical Trial or New Other Clinical Trial for which Novartis has not delivered a Novartis Study Design Agreement Notice in accordance with Section 3.1.5(b), then such New Registrational Clinical Trial or New Other Clinical Trial shall be deemed to be an Excluded Study for purposes of this Agreement. Novartis shall have the right, in its

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sole discretion, to submit Regulatory Filings for the Licensed Product that includes Clinical Data from such Excluded Study or Excluded Studies, including Clinical Data from any phase 2 and phase 3 Clinical Trial, in the core efficacy registration package of a Regulatory Filing filed by Novartis; provided, that, if a Regulatory Approval for the Licensed Product is received (or with respect to […***…], as applicable), Novartis shall pay BeiGene, on or before […***…], as contemplated in this Section 3.1.6, an amount equal to […***…]; provided, that, the obligation of Novartis to make any payment pursuant to this Section 3.1.6 shall be subject to […***…]; provided, further that, […***…]. For the sake of clarity, […***…].

3.1.7 Development Operations. All Clinical Trials that are included in the Initial Global Development Plan and/or the Additional Global Development Plan that are conducted by a Party during the Option Period shall be sponsored, initiated, operationalized and conducted under such Party's IND.

3.1.8 Use of Clinical Data. In connection with each Party's Option Period Development activities with respect to the Licensed Product, each Party shall have the right to use all Clinical Data generated pursuant to an Initial Global Study and any New Registrational Clinical Trial or New Other Clinical Trial where either BeiGene or Novartis is the Sponsoring Party and the other Party has opted-in in accordance with the terms of this Agreement. With respect to any Excluded Study, Novartis shall have the right to use all safety and PK/exposure data that is included in the Clinical Data for any such Excluded Study to support Regulatory Filings in other Indications for the Licensed Product under Development by Novartis, but Novartis shall not have the right to use any efficacy data included in the Clinical Data for any such Excluded Study unless and until the provisions of Section 3.1.6 apply and Novartis has paid to BeiGene the amounts contemplated by Section 3.1.6, at which point Novartis shall have the right to use all Clinical Data generated pursuant to such Excluded Study. Each Party shall provide to the other Party and Regulatory Authorities, as necessary or reasonably requested, a letter of cross-reference authorization from the authorizing Party of the authorizing Party's IND that permits the requesting Party to refer the appropriate Regulatory Authority to the information contained in the authorizing Party's IND.

3.1.9 Delivery/Review of Data Package. BeiGene shall provide written notice to Novartis as promptly as possible following the occurrence of the Data Release Date. Novartis shall have a period of […***…] from the Data Release Date (the "Data Review Period") in

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which to review the published or presented data from the […***…]. During the Data Review Period, BeiGene shall, and shall cause its Affiliates to, reasonably cooperate with Novartis and its designees and provide reasonable assistance to Novartis in its review of the published or presented results of the […***…] as and to the extent reasonably requested by Novartis, including by providing Novartis with (a) prompt written updates regarding any Clinical Data Controlled by BeiGene with respect to the Licensed Compound not previously disclosed to Novartis and (b) such access as may be reasonably requested by Novartis by teleconference to BeiGene personnel (and personnel of its Affiliates and other Third Party contractors) to assist with Novartis's review of such results of […***…] Clinical Data provided by BeiGene and answer questions related thereto.

3.2 Development Activities in Novartis Territory Following License Effective Date.

3.2.1 BeiGene Activities. On and after the License Effective Date, BeiGene shall be solely responsible for the conduct of, and shall use Commercially Reasonable Efforts to conduct, (a) the Excluded Studies; (b) the Initial Global Studies (other than the Novartis-Initiated Trials); and (c) any New Registrational Clinical Trial and New Other Clinical Trial for which BeiGene is the Sponsoring Party and for which Novartis has provided a Novartis Study Design Agreement Notice.

3.2.2 Novartis Activities. On and after the License Effective Date, Novartis shall be solely responsible for the conduct of, and shall use Commercially Reasonable Efforts to conduct, (a) the Novartis-Initiated Trials; (b) any Clinical Trial the results of which have applicability only in any country in the Novartis Territory, any Registrational Clinical Trial and any Bridging Study that Novartis determines, in its sole discretion, to conduct that may be required in order to obtain Regulatory Approval for the Licensed Product in any country in the Novartis Territory (including Bridging Studies required for approval by Regulatory Authorities of secondary manufacturing of Licensed Products); (c) any New Registrational Clinical Trial for which Novartis is the Sponsoring Party and for which BeiGene has agreed with the study design pursuant to Section 3.1.5(c); and (d) any post-marketing Clinical Trials that may be required by any Regulatory Authority in any country in the Novartis Territory.

3.2.3 Additional Global Development Activities. Subject to the terms and conditions of this Agreement, and, except with respect to the conduct by BeiGene of (a) Initial Global Studies (other than the Novartis-Initiated Trials) and any New Registrational Clinical Trial and New Other Clinical Trial for which BeiGene is the Sponsoring Party and for which Novartis has provided a Novartis Study Design Agreement Notice, (b) any

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Development activities that are assigned to BeiGene under the Additional Global Development Plan, in each case whether directly or through its Affiliates, licensees or contractors, (c) any Permitted Combination Studies conducted by BeiGene pursuant to Section 3.3, (d) the Excluded Studies and (e) any Unilateral Studies conducted by BeiGene, on and after the License Effective Date, Novartis shall have the sole right to Develop the Licensed Compound and the Licensed Product in the Field in the Novartis Territory and shall be solely responsible for, itself or with or through its Affiliates, Sublicensees, or other Third Parties, the Development of the Licensed Compound and the Licensed Product in the Field in the Novartis Territory.

3.2.4 Global Clinical Trials; Unilateral Studies.

(a) Notwithstanding anything to the contrary in this Section 3.2.5, any global Clinical Trial (other than the Initial Global Studies and the Excluded Studies) to be conducted with the Licensed Product on and after the License Effective Date ("Global Clinical Trials") shall be subject to the mutual agreement of the Parties. If either Party (a "Proposing Party") wishes to conduct a Global Clinical Trial on and after the License Effective Date, the Proposing Party shall submit the proposed strategy, protocol design, budget and internal process

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timeline for such Global Clinical Trial in reasonable detail at least […***…] in advance of its anticipated date of submission of the IND to the appropriate Regulatory Authority for the JDC's reviewand the non-Proposing Party will have […***…] from the date of submission to the JDC to agree to conduct the Global Clinical Trial as part of the Additional Global Development Plan. If a Proposing Party wishes to conduct a Global Clinical Trial on and after the License Effective Date and the other Party does not agree to co-fund such proposed Global Clinical Trial as provided in Section 3.2.5 then, unless the other Party has a reasonable significant safety objection to the conduct of such proposed Global Clinical Trial (in which case such Proposing Party shall not conduct such Global Clinical Trial unless and until such significant safety objection is addressed to the other Party's reasonable satisfaction), the Proposing Party may conduct the Global Clinical Trial, subject to the following conditions: (A) such Global Clinical Trial is approved by all applicable IRBs, and is otherwise conducted in compliance with all Applicable Law; and (B) the Proposing Party submits the proposed strategy, protocol design, budget and internal process timeline for such Global Clinical Trial in reasonable detail at least […***…] in advance of its anticipated date of submission of the IND to the appropriate Regulatory Authority for the JDC's review. Subject to the foregoing, the Proposing Party may conduct such Global Clinical Trial in its sole discretion and at its sole expense. If the Proposing Party conducts any such Global Clinical Trial, the Proposing Party will provide written updates not less than […***…] to the JDC with respect to the conduct of such Global Clinical Trial. Unless otherwise agreed by the Parties, the FDA shall be deemed the appropriate Regulatory Authority for the purposes of this Section 3.2.4.

(b) If the Proposing Party for a Unilateral Study is BeiGene and such Unilateral Study achieves its primary endpoint, (i) Novartis may, in its sole discretion, prepare and submit a Regulatory Filing in the Novartis Territory supporting the expansion of the label for the Licensed Product to include the Indication included in such Unilateral Study; (ii) if the label expansion is first submitted to, and approved by the FDA, Novartis shall pay BeiGene, on or before […***…] from the date of such approval, an amount equal to […***…] its share of the Shared Development Costs in respect of the conduct of such Unilateral Study; and (iii) if the label expansion is first submitted to, and approved by, the Regulatory Authorities in Europe or Japan, Novartis shall pay BeiGene, on or before […***…] from the date of such approval, an amount equal to one and […***…] its share of the Shared Development Costs in respect of the conduct of such Unilateral Study; provided, that, the obligation of Novartis to make any payment pursuant to this Section 3.2.4(b) shall be subject to BeiGene providing Novartis with (i) promptly, upon the written request of Novartis at any time during the Term after which BeiGene initiates such Unilateral Study, an estimated accounting of all such Shared Development Costs, and (ii) a reasonable written final accounting of all such Shared Development Costs at least […***…] prior to the date on which such payment is due; and provided, further, for clarity, if the label expansion is first submitted to, and approved by, the Regulatory Authorities in Europe or Japan prior to submission and approval by the FDA and the label expansion is submitted to, and approved by the FDA, Novartis shall pay BeiGene, on or before […***…] from the date of such label expansion approval by the FDA, an additional amount equal to […***…] its share of the Shared Development Costs. For the sake of clarity, if Novartis is obligated hereunder to pay BeiGene […***…] its share of the Shared Development Costs in respect of the conduct of such Unilateral Study as a result of a Regulatory Approval of a Licensed Product for the U.S. in respect of a Unilateral Study, Novartis shall have no further payment obligation to BeiGene in respect of a subsequent European Market Approval or Japan Market Approval for such Licensed Product.

(c) If the Proposing Party for a Unilateral Study is Novartis and such Unilateral Study achieves its primary endpoint, (i) BeiGene may, in its sole discretion, prepare and submit a Regulatory Filing in China supporting the expansion of the label for the Licensed Product to include

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the Indication included in such Unilateral Study; and (ii) if the label expansion is approved by the Regulatory Authorities in China, BeiGene shall pay Novartis, on or before […

…] from the date of such approval, an amount equal to [……] its share of the Shared Development Costs in respect of the conduct of such Unilateral Study; provided, that, the obligation of BeiGene to make any payment pursuant to this Section 3.2.4(b) shall be subject to Novartis providing BeiGene with (A) promptly, upon the written request of BeiGene at any time during the Term after which Novartis initiates such Unilateral Study, an estimated accounting of all such Shared Development Costs, and (B) a reasonable written accounting of all such Shared Development Costs at least […***…] prior to the date on which such payment is due; and provided, further, for clarity, no payment shall be due by BeiGene in the event a label expansion in China is not approved.

3.2.5 Shared Development Costs.

(a) The Parties shall share responsibility for all Shared Development Costs that are incurred in the conduct of (i) all Initial Global Studies (including the Novartis-Initiated Trials) on and after the License Effective Date, (ii) any Global Clinical Trials that the Parties agree to conduct in accordance with Section 3.2.5(a), (iii) any Excluded Study that Novartis includes in its Regulatory Filing pursuant to Section 3.1.6 where a U.S. Regulatory Approval, European Market Approval or Japan Market Approval, as applicable, is received, (iv) any Unilateral Study that a Party includes in its Regulatory Filing pursuant to Section 3.2.5(b) or (c) where a label expansion is approved by the FDA in the U.S. or Regulatory Authority in Europe, Japan or China, as applicable, (v) any New Registrational Clinical Trial and New Other Clinical Trial for which BeiGene is the Sponsoring Party in respect of which Novartis has delivered a Novartis Study Design Agreement Notice, (vi) any New Registrational Clinical Trial for which Novartis is the Sponsoring Party during the Option Period and BeiGene has agreed with the study design, and (vii) all Global Clinical Trials included in the Initial Global Development Plan, in each case, as follows: (A) Novartis shall bear […***…] of such Shared Development Costs; and (B) BeiGene shall bear […***…] of such Shared Development Costs (the "Shared Development Cost Percentages").

(b) To the extent that either Party or both Parties is/are conducting Clinical Trials the costs of which are Shared Development Costs as provided above, each such Party shall, within […***…] following the end of each Calendar Quarter submit to the JDC a written report (a "Shared Development Costs Report") setting forth in reasonable detail all Shared Development Costs incurred by such Party over such Calendar Quarter. Within […***…] following the JDC's receipt of such Shared Development Costs Reports, the JDC shall prepare and submit to each Party a written report (a "Shared Development Reconciliation Report") setting forth in reasonable detail (i) the calculation of all Shared Development Costs incurred by both Parties over such Calendar Quarter and (ii) the calculation of the net amount owed by BeiGene to Novartis or by Novartis to BeiGene in order to ensure the sharing of the Shared Development Costs in accordance with the Parties percentages as set forth above. The net amount payable shall be paid by BeiGene or Novartis to the other, as applicable, within […***…] after the distribution by the JDC of such Shared Development Reconciliation Report. If a Party disputes any portion of a Shared Development Cost or the Shared Development Reconciliation Report, it shall provide the JDC and the other Party with written notice of the disputed portion and its reasons therefor within […***…] of receipt of such Shared Development Cost Report or Shared Development Reconciliation Report and the Parties shall pay any undisputed amount for which it is responsible within […***…] after receipt of such Shared Development Reconciliation Report. If the Parties cannot agree on the resolution of any such dispute, then such dispute shall be referred to the JSC for resolution.

3.3 Right to Conduct Permitted Combination Studies.

3.3.1 Permitted Combination Studies. Subject to the terms of this Section 3.3, either Party will have the right (by itself, or with or through any Third Party), at its sole cost and

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expense, to conduct Clinical Trials on and after the Execution Date (including multiregional Clinical Trials) ("Permitted Combination Study") involving the use of the Licensed Compound as part of a Combination Regimen with one or more proprietary pipeline products of such Party and/or one or more products owned or controlled by any Third Party (any such pipeline product or product owned or controlled by a Third Party, a "Permitted Combination Product" and any such combination, a "Permitted Combination") in either the Novartis Territory or the BeiGene Territory. Notwithstanding the foregoing, if either Party wishes to conduct any Clinical Trials in either the Novartis Territory or the BeiGene Territory on and after the License Effective Date involving the use of the Licensed Compound as part of a Combination Regimen with any monoclonal antibody the primary mechanism of action of which is to directly inhibit PD-1 or PD-L1 other than the BeiGene Proprietary PD-1 Inhibitor, such Party shall submit a written proposal to the JDC, for the JDC's review, that summarizes such proposed Clinical Trial in reasonable detail at least […***…] in advance of its anticipated date of submission of the applicable IND to the appropriate Regulatory Authority.

3.3.2 Notice3.3.3 . If a Party desires to conduct any such Permitted Combination Study on and after the Execution Date, it will notify the other Party in writing, which notice will include a proposed protocol synopsis for such Permitted Combination Study, not less than […***…] prior to the proposed date of submission of the IND to the appropriate Regulatory Authority for such Permitted Combination Study. Unless the other Party […***…], the Party proposing to conduct such Permitted Combination Study (itself, or with or through any Third Party) may thereafter conduct such Permitted Combination Study at its sole cost and expense. If Novartis is the Party performing any such Permitted Combination Study, then, notwithstanding anything to the contrary in this Agreement, the obligation of BeiGene to supply Licensed Compound and Licensed Product, as drug product or drug substance, to Novartis for use in the conduct of such Permitted Combination Study during the Option Period shall be subject to Novartis providing forecasts to BeiGene for the Licensed Compound and Licensed Product that are reasonably acceptable to BeiGene. The Party performing such Permitted Combination Study shall provide the JDC with summary updates not less than […***…] with respect to the conduct of any such Permitted Combination Study that includes one or more proprietary pipeline products of such Party.

3.4 Right to Support Investigator Sponsored Studies. BeiGene shall have the right, on and after the Execution Date (by itself, or with or through any Third Party), at its sole cost and expense, to continue to facilitate the conduct of Investigator Sponsored Studies in the Novartis Territory that are ongoing as of the Execution Date. In addition, BeiGene shall have the right (by itself, or with or through any Third Party), at its sole cost and expense, to support the conduct of new Investigator Sponsored Studies in the Novartis Territory to the extent involving a Permitted Combination Product for use in a Permitted Combination. Novartis shall have the right, on and after the License Effective Date (by itself, or with or through any Third Party), at its sole cost and expense, to support the conduct of Investigator Sponsored Studies in the Novartis Territory and/or the BeiGene Territory to the extent involving a Permitted Combination Product for use in a Permitted Combination.

3.4.1 Use of Clinical Data. In connection with each Party's Development activities with respect to the Licensed Product on and after the License Effective Date, each Party shall have the right to use all Clinical Data generated pursuant to an Initial Global Study, Global Clinical Trial, and any New Registrational Clinical Trial where either BeiGene or Novartis is the Sponsoring Party and any New Other Clinical Trial where BeiGene is the Sponsoring Party and the other Party has opted-in in accordance with the terms of this Agreement. With respect to any Unilateral Study conducted by BeiGene, Novartis shall have the right to use all safety data and PK/exposure that is included in the Clinical Data for any such Unilateral Study to support Regulatory Filings in other Indications for the Licensed Product under Development by Novartis, but Novartis shall not have the right to use any other Clinical

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Data, including any efficacy data included in the Clinical Data for any such Unilateral Study conducted by BeiGene, unless and until the provisions of Section 3.2.5(b) apply and Novartis has paid to BeiGene the amounts contemplated by Section 3.2.5(b) at which point Novartis shall have the right to use all Clinical Data generated pursuant to such Unilateral Study.

3.5 Development Plans.

3.5.1 Initial Global Development Plan. The Initial Global Development Plan, which is attached hereto as Exhibit A, includes a detailed Clinical Trial plan which describes (a) the Initial Global Studies being conducted by BeiGene, (b) the Novartis-Initiated Trials conducted by Novartis, and (c) all other Clinical Trials, including data-generation Clinical Trials, to be conducted by Novartis.On and after […***…], the Parties may, subject to

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mutual written agreement, prepare amendments to the Initial Global Development Plan to include additional Clinical Trials as part of the Initial Global Development Plan.

3.5.2 Additional Global Development Plan. Any Additional Global Development Plan, including the Additional Global Development Budget, shall be approved by the JDC and attached hereto as Exhibit B and shall remain in effect unless and until amended as provided herein. From the date of approval by the JDC of any Additional Global Development Plan and continuing for the remainder of the Term, the JDC shall review and discuss potential amendments to the Additional Global Development Plan, including the Additional Global Development Budget, at least […***…].

3.6 Development Diligence.

3.6.1 Novartis Development Diligence. Subject to the terms and conditions of this Agreement, on and after the License Effective Date Novartis, itself or with or through its Affiliates, Sublicensees, or other Third Parties, shall use Commercially Reasonable Efforts to (a) Develop the Licensed Compound and the Licensed Product in the Novartis Territory, (b) conduct Medical Affairs Activities with respect to the Licensed Compound and the Licensed Product in the countries in the Novartis Territory in which the Licensed Product has received Marketing Authorization, and (c) obtain Regulatory Approvals for the Licensed Product in the Novartis Territory.

3.6.2 BeiGene Development Diligence. Subject to the terms and conditions of this Agreement, on and after the License Effective Date, BeiGene, itself or with or through its Affiliates, Sublicensees, or other Third Parties, shall use Commercially Reasonable Efforts to (a) Develop the Licensed Compound and the Licensed Product in the BeiGene Territory and (b) obtain Regulatory Approvals for the Licensed Product in the BeiGene Territory.

3.6.3 Standards of Conduct.

(a) Novartis shall perform, and shall ensure that its Affiliates perform, and use Commercially Reasonable Efforts to cause its Sublicensees and Third Party contractors to perform, its Development activities and Medical Affairs Activities with respect to the Licensed Compound and the Licensed Product in good scientific manner, and in compliance with the requirements of Applicable Law, including GLP, GCP, GMP, GVP and part 11 of Title 21 of the Code of Federal Regulations (Electronic Systems and Data Integrity) (21 CFR Part 11) to the extent applicable (and, if and as appropriate under the circumstances, ICH guidance or other comparable regulation and guidance of any Regulatory Authority in any applicable country).

(b) BeiGene shall perform, and shall ensure that its Affiliates perform, and use Commercially Reasonable Efforts to cause its sublicensees and Third Party contractors to perform, its Development activities and Medical Affairs Activities pursuant to this Agreement

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in good scientific manner, and in compliance with the requirements of Applicable Law, including GLP, GCP, GMP, GVP and part 11 of Title 21 of the Code of Federal Regulations (Electronic Systems and Data Integrity) (21 CFR Part 11) to the extent applicable (and, if and as appropriate under the circumstances, ICH guidance or other comparable regulation and guidance of any Regulatory Authority in any applicable country).

3.7 Development Records. Each Party shall maintain and shall cause its Affiliates and licensees and Sublicensees to maintain reasonably complete and accurate records regarding their Development of the Licensed Compound and the Licensed Product in the Field in any applicable Territory, including with respect to the Development Costs relating thereto. Such records will fully and properly reflect all work done and results achieved in the performance of the Development activities for the Licensed Compound and the Licensed Product in good scientific manner appropriate for regulatory and patent purposes. Each Party will document all non-clinical and preclinical studies and Clinical Trials in formal written study reports in accordance with GLP, GMP, GCP, GVP, and part 11 of Title 21 of the Code of Federal Regulations (Electronic Systems and Data Integrity) (21 CFR Part 11) as applicable, and in compliance with other Applicable Law. Upon the other Party's reasonable request not more frequently than once each Calendar Quarter during which a Party or its Affiliates, licensees, Sublicensees, or Third Party subcontractors are performing or having performed Development activities for the Licensed Compound and the Licensed Product, such Party will provide the other Party such copies of or access to such records as such Party may reasonably request in connection with its own permitted Development of the Licensed Compound or Licensed Product.

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3.8 Development Updates During Option Period. […***…] during the Option Period, each Party shall provide the JDC, or if not yet formed, such other joint committee or project team formed pursuant to Section 2.9 to oversee Development activities during the Option Period, with a summary update of its material Development activities with respect to the Licensed Compound and the Licensed Product during the Option Period since such Party's delivery of the prior report, including with respect to any Initial Global Studies, New Registrational Clinical Trials, New Other Clinical Trials, Excluded Studies, any other Clinical Trials sponsored or supported by BeiGene that are ongoing as of the Execution Date, and Unilateral Studies conducted by Novartis, together with the Development Costs relating thereto.

3.9 Development Updates After License Effective Date. At least […***…] on and after the License Effective Date, each Party shall provide the JDC with a summary update of its material Development activities with respect to the Licensed Compound and the Licensed Product since such Party's delivery of the prior report, including with respect to the Development Costs relating thereto.

ARTICLE 4
REGULATORY

4.1 Regulatory Matters.

4.1.1 Responsibility. Except as set forth in Section 4.1.6 and Section 4.2 INVESTOR:

AMGEN INC.

(a) By:Option Period. On and after the Execution Date, (i) Novartis shall have the sole right (and shall solely control, at its discretion), itself or with or through its Affiliates, Sublicensees, BeiGene or other Third Parties, to prepare and submit to applicable Governmental Authorities and Regulatory Authorities all Regulatory Materials, including United States Adopted Name ("USAN"), INDs and BLAs, with respect to the Novartis-Initiated Trials and any New Registrational Clinical Trials for which Novartis is the Sponsoring Party, and (ii) BeiGene shall not communicate with any Regulatory Authority regarding any such Novartis-Initiated Trials and any New Registrational Clinical Trials for which Novartis is the Sponsoring /s/ PETER GRIFFITH

37 Name: Peter H. Griffith

Party other than with the prior written consent of Novartis. During the Option Period, to the extent required by Applicable Law and requested by Novartis in writing, BeiGene shall undertake such actions as may be reasonably necessary to enable Novartis to conduct any such Novartis-Initiated Trials and New Registrational Clinical Trials for which Novartis is the Sponsoring Party in the BeiGene Territory, including by filing one or more INDs in the BeiGene Territory and/or authorizing Novartis or a Third Party designated by Novartis to serve as the regulatory agent with the authority to file INDs for the Novartis-Initiated Trials and New Registrational Clinical Trials for which Novartis is the Sponsoring Party in the BeiGene Territory.

(b) After Option Exercise. On and after theLicenseEffective Date (i) Novartis shall have the sole right (and shall solely control, at its discretion), itself or with or through its Affiliates, Sublicensees, BeiGene or other Third Parties, to: (A) prepare and submit to applicable Governmental Authorities and Regulatory Authorities all Regulatory Materials, including USAN, INDs and BLAs, for the Licensed Product in the Novartis Territory and (B) obtain and maintain all Regulatory Approvals for the Licensed Compound and the Licensed Product in the Novartis Territory and (ii) BeiGene shall not communicate with any Regulatory Authority regarding any such Regulatory Materials, or make any further Regulatory Materials for the Licensed Compound in the Novartis Territory other than with the prior written consent of Novartis.

4.1.2 Review of Regulatory Materials/Approval of Regulatory Filings.

(a) With respect to the Initial Global Studies (other than the Novartis-Initiated Trials), any New Registrational Clinical Trial for which BeiGene is the Sponsoring Party and Novrtis has opted-in pursuant to Section 3.1.5(b), and Global Clinical Trials for which BeiGene is the Sponsoring Party, on and after the Execution Date and continuing until the completion of the Regulatory Transition Activities described in the Regulatory Transition Plan, BeiGene will provide to Novartis for its review and comment drafts of the Shared Regulatory Materials and any other material Regulatory Materials to be submitted to Regulatory Authorities in the Novartis Territory for the Licensed Compound and/or the Licensed Product prior to submission within a reasonable amount of time (but not less […***…] prior to the planned submission date, unless such time period is not practicable to comply with regulatory requirements, in which case the maximum amount of time practicable) to allow Novartis to review and comment thereon, and BeiGene will consider any reasonable comments received from Novartis with respect to such Shared Regulatory Materials and

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other material Regulatory Materials; provided, that, (i) unless otherwise agreed by the Parties, Novartis shall provide its comments within […***…] of receipt; (ii) prior to the License Effective Date, BeiGene shall have the right to make the final decision whether to include any such comments with respect to such Shared Regulatory Materials and other material Regulatory Materials; and (iii) on and after the License Effective Date, solely with respect to any Regulatory Materials other than the Shared Regulatory Materials, Novartis shall have the right to make the final decision whether to include any such comments in the Novartis Territory. In addition, on and after the Execution Date (except with respect to the Novartis-Initiated Trials and any New Registrational Clinical Trials for which Novartis is the Sponsoring Party), BeiGene will notify Novartis of any material comments or other material correspondence related thereto submitted to or received from any Regulatory Authority with respect to such Shared Regulatory Materials and other material Regulatory Materials in either Territory for the Licensed Compound and/or the Licensed Product within […***…] of such receipt or submission and will provide Novartis with copies thereof promptly after its submission or receipt.

(b) With respect to the Novartis-Initiated Trials, any New Registrational Clinical Trials for which Novartis is the Sponsoring Party and BeiGene has opted-in pursuant to Section 3.1.5(c), and Global Clinical Trials for which Novartis is the Sponsoring

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Party, on and after the Execution Date and continuing until the completion of the Regulatory Transition Activities described in the Regulatory Transition Plan, Novartis will provide to BeiGene for its review and comment drafts of all Shared Regulatory Materials and other material Regulatory Materials to be submitted to Regulatory Authorities within a reasonable amount of time (but not less than […***…] prior to the planned submission date, unless such time period is not practicable to comply with regulatory requirements, in which case the maximum amount of time practicable) prior to submission to allow BeiGene to review and comment thereon, and Novartis will consider any reasonable comments received from BeiGene with respect to such Shared Regulatory Materials and other material Regulatory Materials. BeiGene will provide any comments on any such drafts, and Novartis will consider any reasonable comments received by Novartis from BeiGene with respect to such Shared Regulatory Materials and other material Regulatory Materials; provided, that, (i) unless otherwise agreed by the Parties, BeiGene shall provide its comments within […***…] of receipt; (ii) prior to the License Effective Date, Novartis shall have the right to make the final decision whether to include any such comments; and (iii) on and after the License Effective Date, solely with respect to any Regulatory Materials other than the Shared Regulatory Materials, BeiGene shall have the right to make the final decision whether to include any such comments in the BeiGene Territory.In addition, with respect to the Novartis-Initiated Trials and any New Registrational Clinical Trials for which Novartis is the Sponsoring Party and BeiGene has opted-in pursuant to Section 3.1.5(c), on and after the Execution Date, Novartis will notify BeiGene of any material comments or other material correspondence related thereto submitted to or received from any Regulatory Authority for the Licensed Compound and/or the Licensed Product with respect to such Shared Regulatory Materials and other material Regulatory Materials in either Territory within […***…] of such receipt or submission and will provide BeiGene with copies thereof promptly after its submission or receipt.

(c) The obligations of the Parties set forth in this Section 4.1.2 shall, unless otherwise agreed by the Parties, cease at such time, on a Licensed Product by Licensed Product and country-by country basis, as a Biosimilar Product in respect of such Licensed Product is first commercially sold in such country.

4.1.3 Communication with Regulatory Authorities.

(a) Except with respect to the Novartis-Initiated Trials and any New Registrational Clinical Trials for which Novartis is the Sponsoring Party, on and after the Execution Date and prior to the License Effective Date, (i) BeiGene shall have the exclusive right, to correspond or communicate with Regulatory Authorities in either Territory regarding the Licensed Compound and/or the Licensed Product and (ii) if any Regulatory Authority in either Territory takes, or gives notice of its intent to take, any material regulatory action with respect to the Licensed Compound or the Licensed Product, BeiGene shall (A) promptly notify Novartis of such contact, inspection or notice or action; (B) be responsible for preparing draft responses to any such regulatory action; and (C) provide such draft responses to Novartis for its review and comment and reasonably consider Novartis' comments in good faith; provided, that, unless otherwise agreed by the Parties, Novartis shall provide its comments within […***…] of receipt (unless such period is not practicable to comply with regulatory requirements, in which case the maximum amount of time practicable).

(b) With respect to the Novartis-Initiated Trials and any New Registrational Clinical Trials for which Novartis is the Sponsoring Party, on and after the Execution Date, (i) Novartis shall have the exclusive right to correspond or communicate with Regulatory Authorities regarding the Licensed Compound and/or the Licensed Product, and (ii) if any Regulatory Authority takes, or gives notice of its intent to take, any material

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regulatory action with respect to the Novartis-Initiated Trials and any New Registrational Clinical Trials for which Novartis is the Sponsoring Party and BeiGene has opted-in pursuant to Section 3.1.5(c).

Novartis shall (A) promptly notify BeiGene of such contact, inspection or notice or action; (B) be responsible for preparing draft responses to any such regulatory action; and (C) provide such draft responses to BeiGene for its review and comment and reasonably consider BeiGene's comments in good faith; provided, that, unless otherwise agreed by the Parties, BeiGene shall provide its comments within […***…] of receipt (unless such period is not practicable to comply with regulatory requirements, in which case the maximum amount of time practicable).

(c) Subject to Section 4.1.2, on and after the License Effective Date, and following the completion of the Regulatory Transition Activities, Novartis shall have the exclusive right to correspond or communicate with Regulatory Authorities in the Novartis Territory regarding the Licensed Compound and/or the Licensed Products. If any such Regulatory Authority takes or gives notice of its intent to take any regulatory action with respect to the Licensed Compound or the Licensed Product in the Novartis Territory on and after the License Effective Date, Novartis shall (i) promptly notify the JDC of such contact, inspection or notice or action; (ii) be responsible for preparing draft responses to any such regulatory action; and (iii) provide such draft responses to BeiGene through the JDC for its review and comment as soon as reasonably practicable; provided, that, (A) unless otherwise agreed by the Parties, BeiGene shall provide its comments within […***…] of receipt (unless such period is not practicable to comply with regulatory requirements, in which case the maximum amount of time practicable) and (B) Novartis shall have the right to make the final decision whether to include any such comments. If BeiGene, any of its Affiliates, or any of its permitted subcontractors receives any material correspondence or other material communication from a Regulatory Authority in the Novartis Territory regarding the Licensed Compound or the Licensed Product on and after the License Effective Date or with respect to a Clinical Trial in the BeiGene Territory for which Novartis is the Sponsoring Party, BeiGene shall promptly provide Novartis with access to or copies of all such material written or electronic correspondence promptly after its receipt.

4.1.4 Notice of Regulatory Meetings.

(a) Except with respect to the Novartis-Initiated Trials and any New Registrational Clinical Trials for which Novartis is the Sponsoring Party, on and after the Execution Date and prior to the completion of the Regulatory Transition Activities, BeiGene will (i) provide Novartis with notice of any meeting or discussion with any Regulatory Authority in the Novartis Territory related to the Licensed Compound and/or the Licensed Product (including as part of any Permitted Combination Studies) no later than […***…] after receiving notice thereof, (ii) allow Novartis to attend, but not, unless requested by BeiGene, participate in, any such meeting or discussion unless prohibited or restricted by Applicable Law or Regulatory Authority. On and after the License Effective Date and prior to the completion of the Regulatory Transition Activities, BeiGene will allow Novartis to attend and participate in any such meeting or discussion unless prohibited or restricted by Applicable Law or Regulatory Authority. BeiGene will provide to Novartis a written summary thereof, together with a copy of the official minutes, promptly following such meeting.

(b) With respect to the Novartis-Initiated Trials and any New Registrational Clinical Trials for which Novartis is the Sponsoring Party, on and after the Execution Date, (i) Novartis will provide BeiGene with notice of any meeting or discussion with any Regulatory Authority related to the Novartis-Initiated Trials and any New Registrational Clinical Trials for which Novartis is the Sponsoring Party and BeiGene has opted-in pursuant to Section 3.1.5(c), no later than […***…] after receiving notice thereof, and (ii) Novartis will allow BeiGene to attend and participate in, any such meeting or discussion unless prohibited or restricted by Applicable Law or Regulatory Authority. Novartis will provide to BeiGene a written summary thereof, together with a copy of the official minutes, promptly following such meeting.

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(c) On and after the License Effective Date and after the completion of the Regulatory Transition Activities, Novartis will (i) provide BeiGene with notice of any meeting or discussion with any Regulatory Authority in the Novartis Territory related to the Licensed Compound and/or the Licensed Product (including as part of any Permitted Combination Studies) no later than […***…] after receiving notice thereof (unless such period is not practicable to comply with regulatory requirements, in which case the maximum amount of time practicable) and (ii) allow BeiGene to attend and participate in any such meeting or discussion unless prohibited or restricted by Applicable Law or Regulatory Authority. Novartis will provide to BeiGene a written summary thereof, together with a copy of the official minutes, following such meeting.

4.1.5 Support by BeiGene and Novartis. On and after the Execution Date, each Party shall provide support to the other Party as may be reasonably requested by such Party from time to time in connection with each Party's preparation, submission to Regulatory Authorities, and maintenance of Regulatory Materials for the Licensed Compound or the Licensed Product as permitted under this Agreement, including, upon either Party's reasonable request, upon reasonable advance notice, attending meetings with Regulatory Authorities regarding the Licensed Compound or the Licensed Product and providing written responses to questions relating to Development activities conducted by or on behalf of each Party, which support and responses will be provided within the timeframe reasonably requested by the other Party in order for the other Party to comply with the timelines required by Regulatory Authorities without the need to request an extension, and in any event within […***…] after receipt of any request by the other Party.

4.1.6 Rights of BeiGene and Novartis4.1.7 . Subject to Section 4.1.7 and Section 4.2, on and after the Execution Date, (a) BeiGene shall (i) remain as the holder of the Existing INDs, and (ii) be solely responsible for all communications and interactions with Regulatory Authorities with respect to the Initial Global Studies (other than the Novartis-Initiated Trials) and any New Registrational Clinical Trial and New Other Clinical Trial for which BeiGene is the Sponsoring Party and for which Novartis has provided a Novartis Study Design Agreement Notice; and (b) each Party shall have the sole right (and shall solely control, at its discretion), itself or with or through its Affiliates, or other Third Parties, at such Party's sole cost and expense to (i) prepare and submit to applicable Regulatory Authorities all Regulatory Materials, including INDs, for such Party's Permitted Combination Products for use in Permitted Combinations in the other Party's Territory, and (ii) obtain and maintain all Regulatory Approvals for such Party's Permitted Combination Products for use in Permitted Combinations in the other Party's Territory. For any Permitted Combinations that include a Permitted Combination Product owned or controlled by any Third Party (but do not include a BeiGene proprietary product other than the Licensed Product), Novartis or BeiGene, as applicable, may include in and reference in any such Regulatory Materials, the generic name of the Licensed Product (ociperlimab), and, to the extent mutually agreed by the Parties on a Permitted Combination Product by Permitted Combination Product basis and to the extent permitted by Applicable Law, the brand name of the Licensed Product. For BeiGene Permitted Combinations that include a BeiGene proprietary product (other than the Licensed Product), BeiGene may, with Novartis' prior written consent, not to be unreasonably withheld, conditioned or delayed, and to the extent permitted by Applicable Law, include in and reference in any such Regulatory Materials, the brand name of the Licensed Product in the applicable country or region. For the sake of clarity, Novartis or its Affiliate or Sublicensee shall have the right to file any INDs in respect of Clinical Trials sponsored or supported by any of them in respect of the Licensed Compound or Licensed Product on and after the License Effective Date. Novartis shall provide support to BeiGene as may be reasonably requested by BeiGene from time to time on and after the Execution Date in connection with the conduct by BeiGene of activities under this Section 4.1.6, by providing such documents and information Controlled by Novartis that are

reasonably requested by BeiGene and relevant to the registration and maintenance of Regulatory Approvals in respect of the Licensed Product in the BeiGene Territory.

4.1.7 Additional Actions by BeiGene.

(a) On and after the Execution Date, BeiGene shall undertake such actions as may be reasonably necessary to enable Novartis to obtain and maintain any Regulatory Approvals that are required for Novartis to conduct Permitted Combination Studies with Permitted Combinations in the BeiGene Territory, including by filing one or more INDs in the BeiGene Territory and/or authorizing Novartis or a Third Party to serve as the regulatory agent with the authority to file one or more INDs in the BeiGene Territory for the conduct of such Permitted Combination Studies.

(b) BeiGene shall not, without Novartis' prior written consent obtain and maintain any Regulatory Approvals (which shall include activities to prepare and submit Regulatory Materials or Regulatory Filings necessary to obtain and maintain Regulatory Approvals) in the Novartis Territory.

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(c) BeiGene shall source Licensed Compound and Licensed Products for […***…]. For any Clinical Trial other than a Registrational Clinical Trial, BeiGene shall use Commercially Reasonable Efforts to include as a source Licensed Compound and Licensed Product from the BeiGene Guangzhou facility.

4.2 Regulatory Materials.

4.2.1 Existing Regulatory Materials. Prior to the transfer of any Regulatory Materials for the Licensed Compound held or filed by or on behalf of BeiGene or its Affiliates prior to the Execution Date (the "Existing Regulatory Materials") in accordance with the Regulatory Transition Plan, all Existing Regulatory Materials shall be owned by and held in the name of BeiGene or its designee and BeiGene (or its designee) shall, subject to Section 4.1, have the sole right to file, maintain, and hold title to such Existing Regulatory Materials.

4.2.2 Regulatory Transition Activities. BeiGene shall, within the timelines after the Execution Date specified in the Regulatory Transition Plan, assign and transfer (and hereby does assign and transfer) to Novartis (or its designee) the Regulatory Materials for or in respect of the Licensed Compound in the Novartis Territory held or filed by or on behalf of BeiGene or its Affiliate prior to or after the License Effective Date and listed in the Regulatory Transition Plan (the "Transferred Regulatory Materials"), by undertaking the steps described in the Regulatory Transition Plan within the timelines set forth in the Regulatory Transition Plan (the "Regulatory Transition Activities"); provided, that, such Regulatory Transition Activities shall be subject to any obligations of BeiGene under Applicable Law, […***…], which BeiGene agrees to file promptly and without undue delay. Unless otherwise required by Applicable Law, from and after such assignment and transfer, Novartis (or its designee) shall have the sole right, in its sole discretion, to file, maintain, and hold title to all Transferred Regulatory Materials. As promptly as practicable following the Execution Date, the Parties shall cooperate reasonably to prepare and mutually agree on the Regulatory Transition Plan and in good faith make arrangements to allow for the completion of the Regulatory Transition Activities as promptly as practicable after the date on which the Parties mutually agree on the Regulatory Transition Plan in accordance with Section 1.133. Without limiting the foregoing, from and after the Execution Date and until the completion of the Regulatory Transition Activities, BeiGene shall (i) make available its personnel as reasonably requested by Novartis to answer questions, (ii) provide Novartis reasonable access to Regulatory Materials, (iii) use Commercially Reasonable Efforts to obtain any approvals or authorizations as may be required under Applicable Law or otherwise to

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effect such Regulatory Transition Activities, and (iv) otherwise support the transfer of the Transferred Regulatory Materials as contemplated hereby.

4.2.3 New Regulatory Materials. Except as set forth below, all Regulatory Materials for the Licensed Compound or the Licensed Product generated by Novartis under this Agreement in the Novartis Territory after the Execution Date shall be owned by and held in the name of Novartis or its designee, and, except for the Existing Regulatory Materials (which are addressed in Section 4.2.1), any such Regulatory Materials issued in the name of BeiGene or its Affiliates shall promptly be assigned by BeiGene to Novartis or its designee to the extent permitted by Applicable Law or, in the event assignment is not permitted under Applicable Law, held in trust for, or for the sole benefit of, Novartis or its designee. Notwithstanding the foregoing, all Regulatory Materials for any BeiGene Permitted Combination Products in Permitted Combinations in the Novartis Territory shall be owned by and held in the name of BeiGene or its designee.

4.2.4 Regulatory Materials in BeiGene Territory. On and after the Execution Date, BeiGene will provide to Novartis for its review and comment drafts of all Shared Regulatory Materials for the Licensed Compound and/or the Licensed Product that are to be filed or submitted in the BeiGene Territory by or on behalf of BeiGene during the Term. Novartis will have […***…] (unless such time period is not practicable to comply with regulatory requirements, in which case the maximum amount of time practicable) to review and provide comments on any such drafts, and BeiGene will consider any reasonable comments received from Novartis with respect to such Regulatory Materials within such […***…] period. In addition, on and after the Execution Date, BeiGene will (i) provide Novartis with copies of all Shared Regulatory Materials for the Licensed Compound and/or Licensed Product that are filed or submitted in any country in the BeiGene Territory after the filing thereof and (ii) notify Novartis of any material comments or other material correspondence related to such Shared Regulatory Materials submitted to or received from any Regulatory Authority in the BeiGene Territory for the Licensed Compound and/or the Licensed Product and will provide Novartis with copies thereof promptly after its submission or receipt.

4.3 Right of Reference; Access to Data.

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(a) Novartis Right of Reference. On and after the Execution Date, solely to enable Novartis to perform its Option Period Development activities, and on and after the License Effective Date for Novartis and its designees to exercise its rights and perform its obligations under this Agreement, Novartis and its designees shall have, and BeiGene (on behalf of itself and its Affiliates) hereby grants to Novartis and its designees, access and a right of reference (without any further action required on the part of BeiGene or its Affiliates, whose authorization to file this consent with any Regulatory Authority is hereby granted) to all Regulatory Materials Controlled by BeiGene with respect to the Licensed Compound and the Licensed Product, and all data contained or referenced in any such Regulatory Materials, including the applicable data in any Regulatory Materials related to a BeiGene Permitted Combination Product for use in a Permitted Combination to the extent necessary for Novartis and its designees to exercise its rights and perform its obligations under this Agreement. On and after the License Effective Date, Novartis and its designees shall have access to all data contained or referenced in any such Regulatory Materials in order to exercise such access and right of reference, and BeiGene shall ensure that Novartis and its designees are afforded such access, subject to any obligations of BeiGene under Applicable Law, […***…], which documents BeiGene shall use reasonable best efforts to file without undue delay in order to timely obtain such HGRAC approvals. On and after the License Effective Date, BeiGene shall

provide or submit any written consents or notices as may be required in order for Novartis to exercise the right of access and right of reference contemplated in this Section 4.3(a).

(b) BeiGene Right of Reference. On and after the Execution Date, BeiGene and its designees shall have, and Novartis (on behalf of itself and its Affiliates) hereby grants to BeiGene and its designees, access and a right of reference (without any further action required on the part of Novartis or its Affiliates, whose authorization to file this consent with any Regulatory Authority is hereby granted) to all Regulatory Materials Controlled by Novartis with respect to the Licensed Compound and the Licensed Product and all data contained or referenced in any such Regulatory Materials, including the applicable data in any Regulatory Materials related to a Novartis Permitted Combination Product for use in a Permitted Combination, to the extent necessary for BeiGene and its designees to exercise its rights and perform its obligations under this Agreement. On and after the License Effective Date, BeiGene and its designees shall have access to all data contained or referenced in any such Regulatory Materials in order to exercise such access and right of reference, and Novartis shall ensure that BeiGene and its designees are afforded such access subject to any obligations of Novartis under Applicable Law. On and after the Execution Date, Novartis shall provide or submit any written consents or notices as may be required in order for BeiGene to exercise the right of access and right of reference contemplated in this Section 4.3(b).

ARTICLE 5
COMMERCIALIZATION

5.1 General.

5.1.1 Novartis Responsibilities. Subject to the terms and conditions of this Agreement, including Section 5.1.2 and Section 5.4, on and after the License Effective Date (i) Novartis shall have the sole right to Commercialize the Licensed Product in the Field in the Novartis Territory and the sole right and responsibility, at Novartis's sole cost and expense, itself or with or through its Affiliates, Sublicensees, or other Third Parties, to (A) book all sales of the Licensed Product in the Novartis Territory (including as a monotherapy and as a Combination Regimen), (B) subject to Section 5.2, develop and implement the brand and commercial strategy to be used for the Licensed Product in the Novartis Territory and (C) conduct all marketing, promotion and sales activities for the Licensed Product in the Novartis Territory and (ii) except for the conduct by or on behalf of BeiGene, whether directly or through its Affiliates, licensees or contractors, of BeiGene Permitted Commercialization Activities, Medical Affairs Activities in relation to the Initial Global Studies (other than the Novartis-Initiated Trials), any New Registrational Clinical Trial and New Other Clinical Trial for which BeiGene is the Sponsoring Party and for which Novartis has provided a Novartis Study Design Agreement Notice, and Permitted Combinations that include a BeiGene Permitted Combination Product, and Third Party Permitted Commercialization Activities pursuant to this Agreement, BeiGene and its Affiliates shall not have any right to, and shall not, conduct any Commercialization of the Licensed Product in the Field in or in respect of the Novartis Territory.

5.1.2 Permitted Commercialization Activities.

(a) By BeiGene.

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(i) Notwithstanding anything to the contrary in Section 5.1.1, on and after the License Effective Date, BeiGene will retain the right, in its sole discretion, to promote in the Novartis Territory (A) any of BeiGene's proprietary compounds, other than the Licensed Products and, except as provided in subsection (ii) below, the BeiGene Proprietary PD-1 Inhibitor, according to its approved labelling (including in combination with the Licensed Products) and (B) any Combination Regimen consisting of the Licensed Product and one or more

Permitted Combination Products ("BeiGene Permitted Commercialization Activities"). As part of such BeiGene Permitted Commercialization Activities, BeiGene will have the right, in its sole discretion, to promote in the Novartis Territory any Combination Regimen consisting of the Licensed Product and one or more of BeiGene's proprietary compounds and/or proprietary compounds of any Third Party Controlled by BeiGene, including any Permitted Combination referencing the generic name of the Licensed Product (ociperlimab) and, subject to Novartis' prior written consent, not to be unreasonably withheld, conditioned or delayed, to the extent mutually agreed by the Parties in writing on a Combination Regimen by Combination Regimen basis and permitted by Applicable Law, the brand name and logo of the Licensed Product; provided, that, BeiGene acknowledges and agrees, as a condition to any such consent, that Novartis shall have the right to review, without undue delay, BeiGene's proposed use of any such brand name or logo and to require BeiGene to commit to customary quality and other standards and requirements relating to the use of such brand name or logo; provided, further, that such materials, standards and requirements comply with Applicable Law and, to the extent applicable, the CIA.

(ii) Notwithstanding anything to the contrary in Section 5.1.1(a)(i), on and after the date of termination or expiration of the BeiGene Proprietary PD-1 Inhibitor Collaboration Agreement, BeiGene's retained right to conduct BeiGene Permitted Commercialization Activities shall include the right to promote in the Novartis Territory the BeiGene Proprietary PD-1 Inhibitor according to its approved labelling (including in combination with the Licensed Products).

(b) By Novartis. In addition to its rights in Section 5.1.1, on and after the License Effective Date, Novartis will have the right, in its sole discretion, to promote in the BeiGene Territory (i) any of Novartis's proprietary compounds according to its approved labelling (including in combination with the Licensed Products) and (ii) any Combination Regimen consisting of the Licensed Product and one or more Permitted Combination Products ("Novartis Permitted Commercialization Activities"). As part of such Novartis Permitted Commercialization Activities, Novartis will have the right, in its sole discretion, on and after the License Effective Date, to promote in the BeiGene Territory any Combination Regimen consisting of the Licensed Product and one or more of Novartis's proprietary compounds and/or proprietary compounds of any Third Party Controlled by Novartis, including any Permitted Combination, referencing the generic name of the Licensed Product (ociperlimab) and, to the extent mutually agreed by the Parties in writing on a Combination Regimen by Combination Regimen basis and permitted by Applicable Law, the brand name and logo of the Licensed Product.

(c) By Third Parties. Notwithstanding anything to the contrary in Section 5.1.1, nothing in this Agreement shall prohibit any Third Party that owns or controls a proprietary compound included in any Combination Regimen that has received Regulatory Approval in the applicable country and who is the MA holder, or is authorized by the MA holder, for such compound from promoting or co-promoting with BeiGene or Novartis in the BeiGene Territory or the Novartis Territory any Combination Regimen consisting of the Licensed Product and one or more of such Third Party's proprietary compounds referencing the generic name of the Licensed Product (ociperlimab) and, with the prior written permission of BeiGene in the BeiGene Territory, to the extent permitted by Applicable Law, the brand name and logo of the Licensed Product in the BeiGene Territory or, with the prior written permission of Novartis in the Novartis Territory, to the extent permitted by Applicable Law, the brand name and logo of the Licensed Product in the Novartis Territory ("Third Party Permitted Commercialization Activities"). Novartis will not prevent any such Third Party from obtaining supply of Licensed Product in the Novartis Territory from wholesalers on the open market, subject to the availability of supply of the Licensed Product.

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5.2 Commercialization Plan.

5.2.1 Branding Strategy. No later than […***…] prior to the expected date of First Commercial Sale of any other Licensed Product in the Novartis Territory, Novartis will prepare and present to the JCC a branding and messaging strategy (the "Branding Strategy") with respect to the Licensed Product in the Novartis Territory. Novartis will provide the proposed Branding Strategy to the JCC for its review and will reasonably consider any recommendations and suggestions of the JCC. Thereafter, not less than […***…], the JCC will discuss the Branding Strategy and Novartis will share market updates with the JCC.

5.2.2 Commercialization Plan. With respect to the initial Indication for which a BLA for the Licensed Product is filed in the United States, Novartis will prepare and provide to the JCC for its review, with respect to the Commercialization Plan, (a) the Strategy comprising such Commercialization Plan no earlier than […***…] or later than […***…] prior to the expected date of First Commercial Sale of such Licensed Product in the United States and (b) the Tactical Plan comprising such Commercialization Plan no earlier than […***…] or later than […***…] prior to the expected date of First Commercial Sale of such Licensed Product in the United States. With respect to each future Indication for which the Licensed Product is being Commercialized by Novartis in the Novartis Territory, Novartis will prepare and provide to the JCC for its review a Commercialization Plan for the Licensed Product and such Indication no later than […***…] prior to the expected date of First Commercial Sale of such Licensed Product. For […***…], Novartis shall provide to JCC a […***…] written report that provides an overview of the global Commercialization activities for the Licensed Product performed by Novartis and its Affiliates and Sublicensees in each country since the prior report provided by Novartis, which written report will include (i) an overview of Novartis's […***…] in the Novartis Territory and (ii) Novartis' estimates for sales on a rolling basis of the Licensed Product for the subsequent […***…] period; provided, that, (y) Novartis shall have no obligation under this Section 5.2.2 to prepare any such estimates that do not otherwise exist and (z) such estimates shall not be binding upon Novartis in any way. Any material amendments or modifications to the Commercialization Plan for any Licensed Product shall be prepared by Novartis and delivered promptly to the JCC.

5.3 […***…].

5.3.1 Novartis […***…]. Novartis shall […***…] with an overview of […***…] for the Licensed Product in the Novartis Territory on a […***…] basis. […***…].

5.3.2 BeiGene […***…]. BeiGene shall […***…] with an overview of […***…] for the Licensed Product in the BeiGene Territory on a […***…] basis. […***…].

5.4 Diligence. On and after the License Effective Date, Novartis will use Commercially Reasonable Efforts to Commercialize the Licensed Product in each country in the Novartis Territory in which Novartis receives Regulatory Approval for such Licensed Product in the Indications for which it receives Regulatory Approval in the applicable country.

5.5 Medical Affairs Activities.

5.5.1 Performance by Local Affiliates. Notwithstanding any other provision of this Section 5.5 or otherwise in this Agreement, all Medical Affairs Activities will be performed by each Party's local Affiliates in the country or jurisdiction in the Territory where such activities are to be performed.

5.5.2 Medical Affairs Plan. Subject to Section 5.5.4, each Party will prepare and provide to the JMAC for its review a Medical Affairs Plan with respect to the Licensed

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Product in its respective Territory. No later than […***…] prior to the expected date of First Commercial Sale of any Licensed Product, each Party shall provide to the JMAC for its review a Medical Affairs Plan with respect to such Licensed Product. Each Party shall provide the JMAC with updates regarding the conduct of each such Medical Affairs Plan not less than […***…] thereafter. Any amendments or modifications to the Medical Affairs Plan for the Licensed Product shall be prepared by the applicable Party and delivered promptly to the JMAC.

5.5.3 Medical Affairs Reports. Following the first Regulatory Approval of a Licensed Product in the Novartis Territory on and after the License Effective Date, each Party will provide […***…] reports (by means of a slide presentation or otherwise) to the JMAC which shall provide an

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overview of the Medical Liaisons Activities performed by or on behalf of such Party and its Affiliates and licensees or Sublicensees in such Party's Territory for each Licensed Product marketed in such Territory since the prior report provided by such Party.

5.5.4 Allocation of Certain Medical Liaisons Activities. Notwithstanding the foregoing, each of BeiGene and Novartis will provide […***…] of the Medical Liaisons Activities for the Licensed Product on an Indication-by-Indication basis in the United States and, subject to the exercise by BeiGene of the Ex-U.S. Co-Detailing Right in accordance with Section 5.7, BeiGene will provide up to […***…] of the Medical Liaisons Activities, if applicable, for the Licensed Product on an Indication-by-Indication basis in Canada and Mexico, in each case as described more fully in the applicable Medical Affairs Plan (the "Shared Medical Affairs Activities"). The Medical Affairs Plan applicable to such countries will be prepared with the goal of aligning Licensed Product customer targets across tiers to achieve equitable distribution between the Medical Liaisons of each Party. Novartis will reimburse BeiGene for […***…] of the BeiGene FTE Cost applicable to the Shared Medical Affairs Activities conducted by BeiGene in accordance with this Agreement and the applicable Medical Affairs Plan.

5.6 BeiGene Co-Detailing Rights.

(a) Performance by Local Affiliates. Notwithstanding any other provision of this Section 5.6 or otherwise in this Agreement, all Detailing activities for the Licensed Product will be performed by each Party's local Affiliates in the country or jurisdiction in the Territory where such Detailing activities are to be performed, and any Co-Detailing Agreement(s) will be entered into by the applicable local Affiliates of each Party.

(b) United States. BeiGene and Novartis shall share responsibility for Detailing the Licensed Product on an Indication-by-Indication basis in the United States by contributing […***…] of the Detailing activities for the Licensed Product in the United States on the terms and conditions set forth in this Section 5.6 (the "U.S. Co-Detailing Obligation"). No earlier than […***…] or later than[…***…] prior to the anticipated launch readiness date of the Licensed Product for each Indication in the United States, Novartis shall notify BeiGene of such anticipated launch readiness date which notice shall include […***…]. For the sake of clarity, BeiGene's responsibility for Detailing activities for the Licensed Product and the BeiGene Proprietary PD-1 Inhibitor in the United States in respect of a particular Indication shall not in any event exceed […***…] of the Detailing activities for the Licensed Product.

(c) Canada and Mexico. BeiGene shall have the non-exclusive right to share responsibility for Detailing the Licensed Product on an Indication-by-Indication basis in Canada and Mexico by contributing up to […***…] of the Detailing activities, if applicable, for the Licensed Product in Canada and Mexico, to the extent the Licensed Product is marketed in any such country, on the terms and conditions set forth in this Section 5.6 (the "Ex-U.S. Co-Detailing Right"). No earlier than […***…], and no later than […***…], prior to the anticipated launch readiness date of the Licensed Product for each Indication in Canada or

Mexico, Novartis shall notify BeiGene of such anticipated launch readiness date which notice shall include (i) if applicable, the expected initial size of the sales force and regional marketing managers for the Licensed Product in each such country for such Indication and (ii) an estimate of the Aggregate Detailing FTEs. BeiGene may exercise its Ex-U.S. Co-Detailing Right by providing written notice to Novartis at any time no later than […***…] prior to such anticipated launch readiness date for the Licensed Product in the applicable country for such Indication (the "Ex-U.S. Opt-In Date"). For the sake of clarity, BeiGene's responsibility for Detailing activities for the Licensed Product and the BeiGene Proprietary PD-1 Inhibitor in Canada and Mexico shall not in any event exceed […***…] of the Detailing activities for the Licensed Product.

(d) Co-Detailing Agreement. As promptly as possible and no later than […***…] prior to the anticipated launch readiness date in the United States, Canada or Mexico, the Parties shall agree on the size of the sales force and Aggregate Detailing FTEs and prepare and execute a Co-Detailing Agreement (the "Co-Detailing Agreement") that shall conform in all material respects with the terms and conditions set forth in this Section 5.6; provided, that, unless mutually agreed by the Parties and set forth in the Co-Detailing Agreement, (A) BeiGene will provide […***…] of the Aggregate Detailing FTEs and RMM Promotion in the United States on an Indication-by-Indication basis; (B) BeiGene will provide up to […***…] of the Aggregate Detailing FTEs and RMMs (if applicable) in Mexico and Canada on an Indication-by-Indication basis; and (C) Novartis will reimburse BeiGene for […***…] of the BeiGene FTE Cost applicable to the Co-Detailing by BeiGene of the Licensed Products in United States, Mexico and Canada in accordance with the Co-Detailing Agreement. For purposes of clarity, any additional terms negotiated by the Parties for inclusion in the Co-Detailing Agreement shall not materially expand, limit or change the terms set forth in this Section 5.6.

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5.7 Compliance. On and after the License Effective Date, each of BeiGene and Novartis will conduct its Commercialization activities with respect to the Licensed Products in good scientific manner, and in compliance with Applicable Laws, including GLP, GCP, GMP or GVP to the extent applicable (and, if and as appropriate under the circumstances, ICH guidance or other comparable regulation and guidance of any Regulatory Authority in any country in the Novartis Territory). Novartis and BeiGene acknowledge that Novartis and its Affiliates are bound to comply with the Corporate Integrity Agreement between the Office of the Inspector General of the Department of Health and Human Services and Novartis Corporation (the "CIA"). Pursuant to Sections II.C.11 and III.B.1 of the CIA and given that it would be commercially impracticable for Novartis to compel the compliance of BeiGene's personnel and contractors with the requirements set forth in the CIA, on and after the License Effective Date, Novartis shall send BeiGene a "Third Party Personnel" letter on […***…] basis outlining Novartis' obligations under the CIA and Novartis' commitment to full compliance with all federal health care program and FDA requirements. Such letter shall include with it a copy of the Novartis Code of Ethics and a description of Novartis Compliance Program. In addition, the letter shall request BeiGene to either (a) make the Novartis Code of Ethics and the description of the Novartis Compliance Program available to its relevant personnel or (b) represent to Novartis in a letter substantially in the form attached hereto as Schedule 5.7 that BeiGene has and enforces a substantively comparable code of ethics and compliance program for its personnel and contractors acting as "Third Party Personnel" (as such term is defined in the CIA). Novartis shall include BeiGene's response in Novartis Corporation's Annual Report to the OIG. Further, BeiGene hereby represents to Novartis that the aforementioned requirements are in place as of the Execution Date.

ARTICLE 6
PHARMACOVIGILANCE; SAFETY; DATA PRIVACY

6.1 Pharmacovigilance. To the extent required by Applicable Laws or any Regulatory Authority and in a timely fashion in order to ensure that the requirements of all

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Regulatory Authorities are met, BeiGene and Novartis (or its applicable Affiliate(s)) will enter into a pharmacovigilance agreement (the "Pharmacovigilance Agreement") in order to, among other things, provide for the cooperation between the Parties with regard to the reporting, handling and evaluation of safety information involving or relating to the Licensed Compound or the Licensed Product, establish a safety governance model, coordinate safety matters, specify the process for coordination of core safety data development, safety reporting and case processing for the BeiGene Territory and the Novartis Territory; provide for the sharing between the Parties of safety information, ensure respective regulatory compliance by the Parties, specify any safety data handling conventions, including any access restrictions, based on combination use of the Licensed Compound and Licensed Product and allocate responsibilities between the Parties for safety matters with respect to the Licensed Compound or the Licensed Product, which shall in any event be subject to any obligations under Applicable Law, […***…], which shall be filed promptly and without undue delay, in order to authorize BeiGene to provide any such data to Novartis. In the event of any conflict between the terms and conditions of this Agreement, including this Article 6, and the terms and conditions of the Pharmacovigilance Agreement with respect to the subject matters of the Pharmacovigilance Agreement, the terms and conditions of the Pharmacovigilance Agreement shall govern and control. In addition, the Pharmacovigilance Agreement shall specify the obligations of the Parties to ensure the receipt of safety information arising from the use of the Licensed Compound and/or the Licensed Product in instances where either Party has entered into a supply agreement with a Third Party.

6.2 Global Safety Database.

(a) As soon as reasonably practicable following the Execution Date, BeiGenewill establish and maintain the global safety database for the Licensed Compound and the Licensed Products in compliance with the Pharmacovigilance Agreement and Applicable Laws. On and after the Execution Date and prior to the License Effective Date, Novartis will maintain a safety database for the Licensed Compound and Licensed Product for the Novartis Territory and for any other country in which Novartis is conducting Development activities which safety database shall be a subset of the global safety database. Novartis' access to data from the global safety database shall be handled in accordance with the terms of the Pharmacovigilance Agreement.

(b) As soon as reasonably practicable after the License Effective Date, BeiGene shall transfer control of the global safety database to Novartis together with a one-time transfer to Novartis of the legacy safety data for the Licensed Compound (including but not limited to serious adverse event reports, any special scenario reports (if required to be collected as per study protocol), investigator notifications, and individual

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case safety report submission data (including report due date and the date the report has been submitted to the applicable Regulatory Authority) respecting the applicable Data Security and Privacy Laws.

(c) On and after the License Effective Date, Novartiswill maintain the global safety database for the Licensed Compound and the Licensed Products in compliance with the Pharmacovigilance Agreement and Applicable Laws. On and after the License Effective Date, BeiGene will maintain a safety database for the Licensed Compound and Licensed Product for the BeiGene Territory and for any other country in which BeiGene is conducting Development or Commercialization activities which safety database shall be a subset of the global safety database. BeiGene's access to data from the global safety database shall be handled in accordance with the terms of the Pharmacovigilance Agreement.

(d) On and after the Execution Date, and thereafter as required in order to comply with the Pharmacovigilance Agreement and Applicable Law, each Party will provide the other Party with all information necessary for such other Party to comply with its pharmacovigilance responsibilities, including any adverse drug experiences, in each case in the

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form reasonably requested by such other Party, subject to any obligations under Applicable Law, […***…], which shall be filed promptly and without undue delay, in order to authorize BeiGene to provide any such data to Novartis.

6.3 Data Processing Agreement. Within […***…] after the Execution Date and in any event prior to the exchange by the Parties of any Personal Data, BeiGene and Novartis (or its applicable Affiliate(s)) will enter into a data processing agreement (the "Data Processing Agreement") in order to, among other things, establish the procedures to be used by the Parties to ensure compliance with all Data Security and Privacy Laws in connection with the exchange between the Parties of Personal Data, which shall be subject to any obligations of BeiGene under Applicable Law, […***…], which shall be filed promptly and without undue delay, in order to authorize BeiGene to provide any such data to Novartis. In the event of any conflict between the terms and conditions of this Agreement, including this Article 6, and the terms and conditions of the Data Processing Agreement with respect to the subject matters of the Data Processing Agreement, the terms and conditions of the Data Processing Agreement shall govern and control.

ARTICLE 7
ASSISTANCE; DISCLOSURE OF KNOW-HOW; TECHNOLOGY TRANSFER; MANUFACTURING

7.1 Disclosure of BeiGene Know-How. During the period commencing on the Execution Date and continuing until the License Effective Date, BeiGene will undertake such steps as BeiGene determines are reasonably necessary to prepare and assemble the BeiGene Know-How for transfer to Novartis pursuant to this Section 7.1, including such BeiGene Know-How as may be identified by Novartis as being a priority for transfer upon the LicenseEffective Date or as soon as practicable thereafter and all documents Controlled by BeiGene related to […***…]. As soon as reasonably practicable (but in no event later than […***…]) following the Execution Dateand thereafter during the remainder of the Term as may be reasonably requested by Novartis from time to time (including after Completion of any Initial Global Studies or any other Clinical Trials mutually agreed by the Parties to be added to the Initial Global Development Plan), BeiGene shall disclose to Novartis and its designees in English, including by providing electronic copies thereof, all BeiGene Know-How (other than BeiGene Know-How solely relating to the Manufacture of the Licensed Compound, which shall be disclosed to Novartis pursuant to Section 7.4, but including any such Know-How related to Manufacturing incorporated or referenced in any chemistry, manufacturing and controls ("CMC") information or otherwise, in any BLA in respect of the Licensed Product or any other Regulatory Materials), including any materials and documentation (including data and protocols) included therein and any other physical embodiments thereof. On and after the License Effective Date, BeiGene shall, and shall cause its Affiliates to, cooperate with Novartis and its designees and provide reasonable assistance to Novartis and its designees to enable Novartis and its designees to Develop the Licensed Product, as and to the extent reasonably requested by Novartis, including by: (a) providing Novartis and its designees with such assistance as may be reasonably requested by Novartis with respect to Development transition matters related to the Licensed Product; and (b) providing Novartis and its designees with such access as may be reasonably requested by Novartis by teleconference or in-person (as requested by Novartis) to BeiGene personnel (and personnel of its Affiliates, and any Third Party contractors) involved in the Development of the Licensed Products to assist with the transition and answer questions related to the Licensed Product.[…***…]. For the sake of clarity, except in connection with the technical transfer provisions of this Section 7.1, BeiGene shall be solely responsible, at its sole cost and expense, for all CMC Development activities for the Manufacture of Licensed Compound or Licensed Product including process development steps necessary for Regulatory Approval for the Manufacture of the Licensed Product.In the event that acceptance of

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any Regulatory Filing or receipt of any Regulatory Approval submitted by BeiGene with respect to CMC information is delayed or rejected by the applicable Regulatory Authority as a result of such CMC information,

BeiGene shall promptly notify Novartis and the Parties shall meet to discuss the matter. BeiGene, taking into account the advice of Novartis, shall use good faith efforts to remedy the deficiencies in the Regulatory Filing or Regulatory Approval submitted by BeiGene with respect to CMC information.

7.2 Manufacturing for the Novartis Territory. Subject to the terms and conditions of this Agreement, on and after the Execution Date, Novartis shall have the sole right (and shall solely control, at its discretion), itself or with or through its Affiliates, Sublicensees, or other Third Parties, to Manufacture the Licensed Product in the Field for the Novartis Territory. Notwithstanding the foregoing, BeiGene hereby retains the right to Manufacture the Licensed Compound and the Licensed Product in the Novartis Territory solely for use (a) by Novartis in the Field and in the Novartis Territory, (b) by BeiGene in the conduct of (i) the Initial Global Studies (other than the Novartis-Initiated Trials) and any New Registrational Clinical Trial and New Other Clinical Trial for which BeiGene is the Sponsoring Party and for which Novartis has provided a Novartis Study Design Agreement Notice; (ii) any Permitted Combination Studies; (iii) any Global Clinical Trial mutually agreed by the Parties; (iv) any Unilateral Study conducted by BeiGene; or (v) any Excluded Study and (c) by BeiGene in the Field and in the BeiGene Territory, in each case (a) through (c), whether directly or through its Affiliates.

7.3 Supply of Licensed Compound and Licensed Product to Novartis.

(a) Terms of Supply. BeiGene shall be responsible for supplying Novartis or its designee with (as and to the extent requested by Novartis) such quantities of the Licensed Compound and Licensed Product, as drug product or drug substance, as may be reasonably required and used by Novartis, in order for Novartis to Develop and Commercialize the Licensed Product in the Novartis Territory, until such time as Novartis determines in its sole discretion that it is able to Manufacture such quantities of the Licensed Compound and Licensed Product to fully support Novartis' Development and Commercialization activities in the Novartis Territory pursuant to this Agreementand otherwise in accordance with one or more supply agreement(s) providing for clinical and/or commercial supply of the Licensed Compound and Licensed Product (such agreement or agreement(s), each, a "Supply Agreement") which shall be negotiated by the Parties in good faith (which, with respect to the negotiation of the Supply Agreement for (i) commercial supply of the Licensed Compound and/or Licensed Product, will commence no later than […***…] prior to the estimated date of first supply of the Licensed Compound and/or Licensed Product for commercial use and (ii) clinical supply of the Licensed Compound and/or Licensed Product, will commence promptly after the Execution Date) and entered into by the Parties as soon as practicable after the License Effective Date with respect to the commercial Supply Agreement and as soon as practicable after the Execution Date with respect to the clinical Supply Agreement, the terms of which shall include the terms set forth on Schedule 7.3(a) hereto (which terms shall include […***…].

(b) BeiGene U.S. Manufacturing Facility. Notwithstanding anything to the contrary in this Agreement or in any Supply Agreement, Novartis acknowledges and agrees that BeiGene shall have the right, in its sole discretion, on and after the License Effective Date, to establish a manufacturing facility for the Licensed Product in the United States owned by BeiGene, its Affiliate (the "BeiGene U.S. Manufacturing Facility"), […***…]; provided, that, […***…]. Without limiting the foregoing:

(i) Novartis shall have the right, at its sole discretion, on and after the License Effective Date, to: […***…].

(ii) BeiGene shall […***…].

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(iii) In the event that at any time on and after the License Effective Date, the BeiGene U.S. Manufacturing Facility fails to […***…], then Novartis will have the right to […***…].

(iv) BeiGene acknowledges and agrees that the BeiGene U.S. Manufacturing Facility is […***…].

(v) To the extent that the BeiGene U.S. Manufacturing Facility is included in the BLA submitted by Novartis for the Licensed Product in the United States, (A) Novartis shall agree […***…]. Title and risk of loss with respect to Licensed Product supplied from the BeiGene U.S. Manufacturing Facility will take place […***…]in accordance with […***…] to be agreed by the Parties ([…***…]). For the sake of clarity, (A) Novartis shall not be obligated […***…] and (B) Novartis, in its sole discretion, […***…].

(c) Quality Matters; Audits.

(i) Pre-Qualification Audits. On and after the Execution Date, to the extent permitted under the terms of the relevant agreements (each, a "Third Party Contractor Agreement") by and between BeiGene and any Third Party that conducts Development (including research, non-clinical and clinical) or manufacturing activities for the Licensed Product (including drug substance, drug product or any component of the Licensed Product (including Materials suppliers and analytical laboratories)) (each, a "Third Party Contractor"), BeiGene will […***…]. To the extent the rights described in this Section 7.3(c) are not permitted under the terms of the relevant Third Party Contractor Agreement, […***…].

(ii) Quality Agreements. The Parties will negotiate in good faith one or more definitive agreements with regard to quality matters relating to clinical (GCP), non-clinical (GLP) and manufacturing (GMP) (including with respect to the media) (collectively, the "Quality Agreements") within (i) […***…] after the License Effective Date with respect to the commercial supply of the Licensed Compound and Licensed Product and (ii) promptly after the Execution Date with respect to the clinical supply of the Licensed Compound and Licensed Product. In the event of a discrepancy between this Agreement and a Quality Agreement, the Quality Agreement shall govern with respect to quality matters and this Agreement shall govern with respect to all other matters. The clinical Quality Agreement will, in any event provide that BeiGene is responsible to assure Data Integrity against raw data and reports for the Licensed Compound and Licensed Product delivered to Novartis for use in Clinical Trials.

(iii) Changes. Any changes or variations to the Licensed Product (including the drug substance, drug product, media, packaging, labelling or any component(s)), the manufacturing process or any facilities involved in the Development or manufacturing of the Licensed Product (including the drug substance and components) on and after the License Effective Date may only be made in accordance with the Quality Agreement(s).

(iv) Quality and Safety Audits and Inspections.

(A) To the extent permitted under the terms of the Third Party Contractor Agreements, BeiGene will allow Novartis or a designated Affiliate or Third Party on and after the Execution Date to perform GxP Audits and mock pre-approval inspections of any Facility on reasonable prior notice in preparation for an inspection by a Regulatory Authority or investigation of a compliance issue with a Regulatory Authority. BeiGene acknowledges that, in the case of suspected Critical Findings or Data Integrity issues, […***…] prior notice is reasonable. BeiGene will use reasonable efforts on and after the License Effective Date to provide Novartis with a letter of authorization signed by each Third Party that owns a Facility permitting Novartis to conduct such an audit within […

…] of the Execution Date. On and after the License Effective Date, BeiGene will, and will use Commercially Reasonable Efforts to procure that its Third Party Contractors will, use Commercially Reasonable Efforts to agree to remedy any CAPAs identified in any GxP report within [……] of issue of the GxP Audit report and thereafter carry out required CAPAs within the relevant timelines.

(B) On and after the License Effective Date, BeiGene will provide prompt written notice to Novartis of any intended or planned inspection by a Regulatory Authority of any Facility no later than […***…] of BeiGene's receipt of written notice from the Regulatory Authority. On and after the License Effective Date, BeiGene will promptly provide (or use reasonable efforts to cause its subcontractors to provide) Novartis with an executive summary of the results of the inspection, which shall include any issues raised by the Regulatory Authorities which would reasonably be expected to impact the Licensed Product and any proposed CAPAs. On and after the License Effective Date, BeiGene will promptly disclose to Novartis any Regulatory Authority inspection observations received by BeiGene, including any major observations from

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Regulatory Authorities due to inspection or any submitted document(s) or in a correspondence with authorities world-wide, including EIR, 483s, warning letters, EMA or European inspection reports, serious breaches, safety urgency measures, issues on PSURs, DSURs etc. and corresponding proposed responses, in each case related to the Licensed Product. In addition, if any such inspection would reasonably be expected to have an impact on the patient safety, efficacy or conduct of Clinical Trials with the Licensed Compound or Licensed Product and/or Data Integrity, BeiGene shall, within […***…] (or […***…] with respect to warning letters), provide copies to Novartis of the relevant inspection report or correspondence. On and after the License Effective Date, BeiGene will reasonably cooperate with Novartis in the preparation of any response or other communication to the Regulatory Authority which would reasonably be expected to affect Data Integrity, an MAA or any regulatory dossier, in each case, in respect of the Licensed Compound or the Licensed Product.

(d) Engagement of Additional CMOs. If BeiGene determines on and after the License Effective Date to add one or more additional contract manufacturers to the BeiGene supply network to Manufacture the Licensed Compound (as finished product, drug product or drug substance) for Novartis for the Novartis Territory (each, an "Additional CMO"), BeiGene will discuss with Novartis those contract manufacturers that the Parties mutually agree would be suitable to include as an Additional CMO; provided, that, BeiGene will not engage any such Additional CMO without the prior written consent of Novartis.

7.4 Manufacturing Technology Transfer.

(a) Manufacturing Technology Transfer Agreement. Without limiting the other provisions of this Article 7,as soon as reasonably practicable following the Execution Date and in any event no later than February 1, 2022, the Parties will enter into a Manufacturing Technology Transfer Agreement mutually acceptable to the Parties (the "Manufacturing Technology Transfer Agreement") pursuant to which BeiGene shall […***…]. The Manufacturing Technology Transfer Agreement will be in a form substantially similar to the […***…], subject to the following modifications of […***…]. The Manufacturing Technology Transfer Agreement will include […***…], and in any event […***…], after the finalization of the process for the commercial Manufacture of the Licensed Compound and the Licensed Product. For the avoidance of doubt initiation of the Manufacturing Technology Transfer shall mean commencement of uploading the documentation as further agreed in the Manufacturing Technology Transfer Agreement to an agreed data sharing portal. However, for long lead items including but not limited to growth media, columns and resins BeiGene will as further specified

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in the Manufacturing Technology Transfer Agreement provide such information to Novartis on or before […***…].

(b) BeiGene Assistance. The Manufacturing Technology Transfer Agreement will provide that (i) at the written request of Novartis from time to time, BeiGene shall […***…] to Novartis and its designees and to assist Novartis and its designees in its Manufacture of the Licensed Compound and Licensed Product.

(c) Costs of Manufacturing Technology Transfer. The Manufacturing Technology Transfer Agreement will provide that BeiGene shall provide the assistance described in Section 7.4(b) and Novartis will reimburse BeiGene for […***…]. Any reasonable, documented, costs and expenses incurred by the Parties in conducting the Manufacturing Technology Transfer not otherwise reflected in this Section 7.4(c) […***…].

7.5 Supply of Licensed Compound. If at any time following the completion of Manufacturing Technology Transfer pursuant to Section 7.4, either Party requests the other Party to supply the requesting Party with certain quantities of the Licensed Compound for the requesting Party to Develop and Commercialize the Licensed Product in its Territory, the other Party shall reasonably consider such request in good faith, subject to any issues of Manufacturing capability and capacity and potential regulatory impact on the other Party and/or its supply network. If the other Party agrees to supply the requesting Party with the Licensed Compound in accordance with this Section 7.5, the requesting Party shall pay the other Party a supply price equal to the other Party's Manufacturing Cost plus a reasonable mark-up to be agreed upon by the Parties.

7.6 Obligation to Procure Rights. Without prejudice to any other rights Novartis may have under this Agreement, to the extent that BeiGene does not Control any Know-How, or possess any necessary rights from Third Parties, necessary to permit BeiGene to perform its obligations contemplated by Sections 7.3(a) or 7.4 hereof, or pursuant to the terms of the Supply Agreement that are set forth in Schedule 7.3(a) hereto as of the effective date of the Supply Agreement, BeiGene shall use reasonable efforts to obtain, as promptly as practicable, Control of such Know-How, or such rights, as applicable.

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ARTICLE 8
FINANCIAL TERMS

8.1 Initial Payments.

8.1.1 Upfront Payment. Novartis shall pay to BeiGene a one-time non-refundable, non-creditable upfront payment in the amount of Three Hundred Million Dollars ($300,000,000) in immediately available funds by wire transfer, within […***…] of the Execution Date, in accordance with wire instructions to be provided in writing by BeiGene in a written invoice submitted by BeiGene to Novartis on or before the Execution Date.

8.1.2 Option Exercise Fee. Novartis shall pay BeiGene a one-time, non-refundable, non-creditable payment (the "Option Exercise Fee") in the amount of (a) Six Hundred Million Dollars ($600,000,000)within […***…] of the delivery by Novartis of the Option Exercise Notice if Novartis exercises the Option in accordance with Section 9.1 at any time before […***…] or (b) Seven Hundred Million Dollars ($700,000,000)within […***…] of the delivery by Novartis of the Option Exercise Notice if Novartis exercises the Option in accordance with Section 9.1 at any time between […***…]and that occurs after the date that is […***…] after […***…]; provided, that, (i) if the Option Exercise Fee is not received by BeiGene on or before [...***…] that occurs after the date that is […***…], this Agreement shall automatically terminate upon written notice by BeiGene to Novartis, unless the Option Period

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has been further extended by mutual written agreement of the Parties and (ii) if Novartis exercises the Option in accordance with Section 9.1 and an HSR Filing is required, the date on which the Option Exercise Fee is due shall be automatically extended until the date that is […***…] after the later of (A) the date of the Option Exercise Notice and (B) the HSR Clearance Date.

8.2 Milestones.

8.2.1 Development Milestones.

(a) Subject to the terms of this Section 8.2, Novartis shall notify BeiGene within […***…] following the achievement by Novartis, its Affiliates, or its Sublicensees under this Agreement of each milestone event described under the heading "Development Milestone Event" in the table below in this Section 8.2.1 (each, a "Development Milestone Event") by the Licensed Product and Novartis shall thereafter pay the applicable amount set forth below corresponding to the applicable Development Milestone Event in accordance with Section 8.2.2 (each, a "Development Milestone Payment") in respect of the Licensed Products:

(i) […***…]

Development Milestone Event	Milestone Payment
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]

(ii) […***…]

Development Milestone Event	Milestone Payment
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]

(iii) […***…]

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Development Milestone Event	Milestone Payment
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]

Title: Executive Vice President & Chief Financial Officer

(iv) […***…]

Development Milestone Event	Milestone Payment
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]
[…***…]	[…***…]

(b) Payment of Development Milestones. Each Development Milestone Payment shall be payable […***…]. For clarity, the obligation of Novartis to pay BeiGene a Development Milestone Payment that is due and payable under this Agreement shall not be affected to the extent that Novartis is obligated to make a milestone payment under any other agreement between BeiGene and Novartis even if the milestone event in the other agreement is for the same milestone event as is set forth in this Agreement.

(c) Sales Milestones. Upon the first achievement of each sales milestone event set forth in the table below (each, a "Sales Milestone Event"), Novartis shall make the corresponding milestone payment to BeiGene (each, a "Sales Milestone Payment") in accordance with Section 8.2.2:

Sales Milestone Event	Sales Milestone Payment
1. […***…]	[…***…]
2. […***…]	[…***…]
3. […***…]	[…***…]
4. […***…]	[…***…]
5. […***…]	[…***…]

Each Sales Milestone Payment shall be payable a maximum of one (1) time.

8.2.2 Invoice and Payment of Milestone Payments. Following BeiGene's receipt of notice from Novartis that Novartis has achieved any Milestone Event or Milestone Events, BeiGene shall invoice Novartis for the applicable Milestone Payment or Milestone Payments, and Novartis shall pay such Milestone Payment within […***…] after receipt of each such invoice.

8.3 Royalties.

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8.3.1 Royalty Rates. Novartis shall pay BeiGene royalties on Annual Net Sales of the Licensed Product during the applicable Royalty Term, equal to the following portions of Annual Net Sales of the Licensed Product multiplied by the applicable royalty rate set forth below for such portion of Annual Net Sales during the applicable Royalty Term for the Licensed Product, which royalties shall be paid in accordance with Section 8.3.7:

Annual Net Sales in the Novartis Territory for the Licensed Product in a given Calendar Year	Royalty Rates
Portion of Annual Net Sales in the Novartis Territory of the Licensed Product in a given Calendar Year up to and including […***…]	[…***…]
Portion of Annual Net Sales in the Novartis Territory of the Licensed Product in a given Calendar Year above […***…]	[…***…]
Portion of Annual Net Sales in the Novartis Territory of the Licensed Product in a given Calendar Year above […***…]	[…***…]
Portion of Annual Net Sales in the Novartis Territory of the Licensed Product in a given Calendar Year above […***…]	[…***…]
Portion of Annual Net Sales in the Novartis Territory of the Licensed Product in a given Calendar Year above […***…]	[…***…]
Portion of Annual Net Sales in the Novartis Territory of the Licensed Product in a given Calendar Year above […***…]	[…***…]
Portion of Annual Net Sales in the Novartis Territory of the Licensed Product in a given Calendar Year above […***…]	[…***…]

The applicable royalty rate set forth in the tables above shall apply […***…].

8.3.2 Royalty Term. Novartis's royalty obligations to BeiGene under Section 8.3.1 shall apply, on a country-by-country basis during the applicable Royalty Term for the Licensed Product in such country. Following the expiration of the applicable Royalty Term for the Licensed Product in a given country: (a) no further royalties shall be payable with respect to sales of the Licensed Product in such country (and no sales of Licensed Products in such country shall be counted for purposes of determining Net Sales for any period commencing on or after the expiration of such Royalty Term); and (b) the license granted to Novartis under this Agreement with respect to the Licensed Product in such country shall become fully paid-up, perpetual, irrevocable, and royalty-free in accordance with Section 15.1.2(a).

8.3.3 Royalty Reductions.

(a) No Valid Claim. For purposes of determining the royalties payable with respect to the Licensed Product pursuant to Section 8.3.1, as may be further reduced pursuant to Section 8.3.3(b) and Section 8.3.4, during any portion of the applicable Royalty Term in which there is neither (i) at least one (1) Valid Claim of a BeiGene Patent that Covers the Licensed Product in such country in the Novartis Territory or (ii) Regulatory

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Exclusivity of the Licensed Product in such country in the Novartis Territory, Net Sales in such country shall be reduced, on a country-by-country basis, to […***…] of the Net Sales otherwise calculated for such country(ies) during such portion of the Royalty Term.

(b) Biosimilar Products.

(i) If during the portion of the applicable Royalty Term in a particular country in the Novartis Territory, (A) one or more Biosimilar Products with respect to the Licensed Product are being sold in such country, other than any Biosimilar Product that is sold by any Affiliate or Sublicensee of Novartis or Sandoz AG and its Affiliates (solely for such time as Sandoz AG and its Affiliates remain Affiliates of Novartis), (B) the Net Sales of such Licensed Product in that country in any Calendar Year are less than […***…] as compared with the Net Sales of such Licensed Product in that country in the Calendar Year immediately preceding the Calendar Year in which such Biosimilar Product(s) is/are first sold, and (C) the decline in Net Sales of the Licensed Product is reasonably attributable in material part to the marketing or sale in such country of such Biosimilar Product(s) ((A) through (C), a "Loss of Marketing Exclusivity"), then, for purposes of determining the royalties payable with respect to the Licensed Product as set forth in Section 8.3.1, as may be further reduced by Section 8.3.3(a), the Net Sales with respect to the Licensed Product in such country shall be reduced to […***…] of the Net Sales otherwise calculated for such country(ies) during such portion of the Royalty Term for so long as the Loss of Market Exclusivity continues during the Royalty Term for the Licensed Product in such country.

(ii) Novartis will promptly notify BeiGene of the occurrence of Loss of Market Exclusivity, which notice will specify the applicable Biosimilar Product(s), Indication and country in the Novartis Territory, the applicable percentage of market share loss and will include evidence supporting Novartis's determination that the decline in Net Sales of the Licensed Product is reasonably attributable in material part to the marketing or sale in such country of such Biosimilar Product(s).

8.3.4 Royalty Offset for Third Party Payments.

(a) Disclosed Third Party Patents. If Novartis in its good faith judgment reasonably determines that it is necessary to obtain a license from any Third Party under any Disclosed Patent in order to Manufacture or Commercialize the Licensed Compound in any country in the Novartis Territory, which Disclosed Patentwould be infringed by the Manufacture or Commercialization of the Licensed Compound in the Novartis Territory, then (i) Novartis shall have the sole and exclusive right to negotiate and execute a settlement, consent judgment or other agreement for the grant of a license or other similar rights to such Disclosed Patent (each, a "Disclosed Patent Agreement"); provided, that Novartis shall share the material terms of any proposed Disclosed Patent Agreement with BeiGene prior to signing such Disclosed Patent Agreement and reasonably consider BeiGene's comments thereto, and (ii) Novartis may deduct from the royalty payments that would otherwise have been due and payable under Section 8.3.1 with respect to the Licensed Product in a particular […***…], an amount equal to […***…]of the amount of any royalty payments paid by Novartis or any of its Affiliates or Sublicensees to such Third Party under such Disclosed Patent Agreement for such right or license or the exercise thereof during such […***…].

(b) Other Patents. If Novartis in its good faith judgment reasonably determines that it is necessary to obtain a license from any Third Party under any Patent, other than a Disclosed Patent, in order to Manufacture or Commercialize the Licensed Compound, which Patentwould be infringed by the Manufacture or Commercialization of the Licensed Compound (each, a "Third Party Patent"), then Novartis (a) shall have the right to negotiate and execute a settlement, consent judgment or other agreement for the grant of a license or other similar rights to such Third Party Patent (each, a "Third Party Agreement") and (b) may deduct from the royalty payments that would otherwise have been due and payable under Section 8.3.1 with respect to the Licensed Product in a particular […***…], an amount equal to […***…] of the amount of any royalty payments paid by Novartis or any of its Affiliates or Sublicensees to such Third Party under such Third Party Agreement for such right or license or the exercise thereof during such […***…].

8.3.5 Cumulative Effect of Royalty Reductions and Offsets. In no event shall the royalty reductions or offsets described in Sections 8.3.3(a), and 8.3.3(b) and 8.3.4, alone or together, reduce the royalties payable by Novartis for a given […***…] pursuant to Section 8.3.1 to less than […***…] of the amounts otherwise payable by Novartis for a given […***…] pursuant to Section 8.3.1 (the "Royalty Floor"); provided, however, in the event that the cumulative royalty rates payable under any Disclosed Patent Agreements and/or Third Party Agreements entered into by Novartis in accordance with Sections 8.3.4(a) and 8.3.4(b) are (a) greater than […***…] but less than or equal to […***…], then the foregoing Royalty Floor percentage shall be reduced to […***…] and (b) greater than […***…], then the foregoing Royalty Floor percentage shall be reduced to […***…]; and

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provided, further, that in the event that Novartis is precluded from applying the full amount it would otherwise be entitled to apply in reducing its royalty payments in any […***…] by virtue of this Section 8.3.5, then it shall be permitted to apply such unapplied portion (the "FTO Offset Remainder") to reduce its royalty obligations in any subsequent […***…] during the Term.

8.3.6 FTO Offset Remainder Expiration Payment. In the event that there is any remaining FTO Offset Remainder upon the expiration of the Royalty Term or earlier termination of this Agreement for any reason other than any termination of this Agreement by BeiGene in accordance with Section 15.3 or Section 15.5 or termination by Novartis pursuant to Section 15.4 (in which such case, this Section 8.3.6 shall not apply), then BeiGene shall pay to Novartis an amount equal to the then-remaining FTO Offset Remainder, if any, within […***…] following BeiGene's receipt of a written invoice for such remaining FTO Offset Remainder, to the account specified in the invoice.

8.3.7 Payment of Royalties; Royalty Reports.

(a) Novartis shall within […***…] following the end of each […***…] in which a royalty payment pursuant to Section 8.3.1 accrues, (i) provide to BeiGene a report specifying, for such […***…]: (A) […***…]; (B) […***…]; (C) […***…]; (D) […***…] and (E) […***…] and (ii) make the royalty payments owed to BeiGene under this Agreement in accordance with such royalty report within […***…] following Novartis' receipt of a written invoice for the royalty payments specified in such royalty report.

(b) For purposes of calculating Net Sales, […***…].

8.4 Additional Payment Terms.

8.4.1 Currency. All payments under this Agreement shall be made in Dollars. Any sales incurred in a currency other than Dollars shall be converted to the Dollar equivalent using Novartis' then-current standard exchange rate methodology as applied in its external reporting for the conversion of foreign currency sales into Dollars.

8.4.2 Taxes.

(a) Generally. Each Party shall be responsible for any Tax obligations of its own due to this Agreement (including income Tax and capital gains Tax). Neither Party shall have any obligation towards the other Party in case the other Party fails to fully comply with its own Tax obligations. Each Party shall bear all Taxes for which it is liable under Applicable Law incurred in connection with this Agreement. Any indirect tax, other than Value Added Tax ("VAT"), including but not limited to transfer tax, duties, levies and customs, shall be borne by the payee Party.

(b) Withholding Taxes.

(i) In the event any amount payable hereunder is subject to withholding Tax under Applicable Law, the payor Party shall deduct the respective amount from the amount due and pay the withholding Tax to the relevant Tax authority. The payor Party shall deliver within […***…] to the payee Party proof of such payment. The Parties shall make all reasonable efforts to obtain relief or reduction of withholding tax under the applicable Tax treaties, including but not limited to the submission or issuance of requisite forms and information by the payee Party to the payor Party and the payor Party to the competent Governmental Authorities as the case may be. Any costs incurred as a result of failure to timely obtain such relief or reduction shall be borne by the Party responsible for the relevant effort.

(ii) The payor Party further acknowledges that if the payee Party provides a properly completed form claiming a royalty withholding tax exemption and absent change in Applicable Law or change in facts, the payor Party shall not withhold any Tax under the Applicable Law or any other Governmental Authority with respect to payments made pursuant to Sections 8.1.1, 8.2 and 8.3 of this Agreement.

(c) Value Added Taxes.

(i) Generally. Each amount stated as payable by either Party under or pursuant to this Agreement is exclusive of VAT, if any. Each Party shall issue all invoices in full compliance with the VAT laws and regulations applicable. If any VAT is payable or chargeable on or in respect of the payments by Novartis pursuant to Section 8.1.1, 8.1.2, 8.2 or 8.3 in respect of the Product Licenses, or any supply of Licensed Product by BeiGene or its Affiliates under this Agreement, Novartis shall pay to BeiGene the amount of that VAT in addition to the amount owed; provided, that,

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such a payment will only be made by Novartis if BeiGene provides Novartis, prior to the payment, with a valid VAT invoice in the appropriate form and based on local indirect Tax law. For the avoidance of doubt, this Section 8.4.2(c)(i) applies to Royalty payments described in Section 8.3.

(ii) Initial and Milestone Payments. Novartis and BeiGene agree that, if so allowed under Applicable Law and approved by the Swiss Federal Tax Administration prior to the payment dates set forth in Sections 8.1.1, 8.1.2 and 8.2 (as applicable to payments to be made by Novartis) of this Agreement, such payments by Novartis shall be treated with the notification procedure according to Art. 38 of the Swiss VAT law, and the Parties shall take reasonable steps to achieve such VAT treatment. The Parties will initiate and pursue, in respect of the licenses granted under this Agreement, the voluntary notification procedure ("Meldeverfahren") as foreseen in Art.38 Swiss VAT law. At the Execution Date, BeiGene is registered in the UID register under the number CHE-151.848.099 MWST and Novartis under the number CHE 116.268.023 MWST. The Parties shall cooperate with each other and, within the applicable legal deadlines, notify the Swiss Federal Tax Administration of the License, and undertake in a timely manner all steps required by Swiss law in connection with such notification procedure (including the timely filing of the signed form 764). Upon the

request from Novartis for purposes of responding to Swiss Federal Tax Administration inquiry related to such notification procedure, BeiGene shall, within a reasonable period of time, provide all information and documentation to Novartis Controlled by BeiGene which is necessary to evidence the previous input VAT deductions and use of goods or services received. Pursuant to the application of the notification procedure, once it is approved, no specific indication of any VAT being due (e.g. "incl. VAT", etc.) shall be made by BeiGene on the relevant invoices, except for the notion that the notification procedure applies. Should, however, VAT be chargeable on the License or any part thereof in Switzerland or abroad, it shall be fully payable by Novartis together with any interest or penalties for late payment of such VAT.

8.5 Records; Audit Rights.

8.5.1 Records. On and after the Execution Date, each Party shall keep complete, true, and accurate books and records in accordance with its Accounting Standards in relation to this Agreement, including: (a) with respect to Novartis, its Affiliates, and its Sublicensees, in relation to Net Sales, royalties, and Milestone Payments; (b) with respect to BeiGene, in relation to costs incurred which Novartis is obligated to reimburse pursuant to this Agreement; (c) with respect to both Parties, Shared Development Costs incurred in the conduct of Global Clinical Trials or Unilateral Studies for which the other Party is required to pay Shared Development Costs or a multiple thereof; and (d) with respect to BeiGene, the Shared Development Costs incurred in the conduct of the Initial Global Studies, Global Clinical Trials, and any New Registrational Clinical Trial and New Other Clinical Trial for which BeiGene is the Sponsoring Party and for which Novartis has provided a Novartis Study Design Agreement Notice or Excluded Studies for which Novartis is required to pay Shared Development Costs or a multiple thereof. Each Party shall keep such books and records for the longer of (i) at least […***…] following the Calendar Year to which they pertain, (ii) with respect to the Clinical Trials that are the subject of Novartis' or BeiGene's contribution obligations under Sections 3.1.5(b), 3.1.6, 3.2.4(b), or 3.2.4(c), the first to occur of (A) […***…] after the payment(s) contemplated in such Clinical Trials are made or (B) […***…] after the Clinical Trial is complete, or (iii) such period of time as required under any Applicable Law.

8.5.2 Audit Rights. Subject to the other terms of this Section 8.5.2, on and after the Execution Date and during the Term, at the request of a Party (the "Auditing Party"), which shall not be made more frequently than one (1) time per Calendar Year, upon at least […***…] prior written notice from the Auditing Party, and at the expense of the Auditing Party, the other Party (the "Audited Party") shall permit an independent, internationally nationally-recognized certified public accounting firm selected by the Auditing Party and reasonably acceptable to the Audited Party (the "Auditor") to inspect, during regular business hours, the relevant records required to be maintained by the Audited Party under Section 8.5.1; provided, that such audit right shall not apply to records beyond […***…] from the end of the Calendar Year to which they pertain and no such audit shall cover periods or records previously audited. Prior to its inspection, the Auditor shall enter into a confidentiality agreement with both Parties having obligations of confidentiality and non-use no less restrictive than those set forth in Article 12 and limiting the disclosure and use of such information by such accountant to authorized representatives of the Parties and the purposes germane to Section 8.5.1. The Auditor shall provide its audit report and basis for any determination to the Audited Party at the time such report is provided to the Auditing Party before it is considered final. The Audited Party shall have the right to request a further determination by such Auditor as to matters which the Audited Party reasonably disputes within […***…] following receipt of such report. The Audited Party will provide the Auditing Party and the Auditor with a reasonably detailed statement of the grounds upon which it disputes any findings in the audit report and the Auditor shall undertake to complete such further determination within […***…] after the

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dispute notice is provided, which determination shall be limited to the disputed matters. Subject to the foregoing, the results of any audit report will be binding on both Parties absent manifest error.Any matter that remains

unresolved shall be resolved in accordance with the dispute resolution procedures contained in Section 16.7.2. The accountant shall report to the Auditing Party only whether the particular amount being audited was accurate, and if not, the amount of any discrepancy. The Auditing Party shall treat the results of any such accountant's review of the Audited Party's records as Confidential Information of the Audited Party subject to the terms of Article 12. In the event such audit leads to the discovery of a discrepancy to the Auditing Party's detriment, the Audited Party shall, within […***…] after receipt of such report from the Auditor, pay any undisputed amount of the discrepancy. The Auditing Party shall pay the full cost of the audit unless the underpayment of amounts due to, or overpayment of amounts payable by, the Auditing Party is greater than […***…] of the amount due for the entire period being examined, in which case the Audited Party shall pay the reasonable cost charged by the Auditor for such review. Any undisputed overpayments by the Audited Party revealed by an examination shall be paid by the Auditing Party within […***…] of the Auditing Party's receipt of the applicable report.

8.5.3 Records Final. Upon the expiration of […***…] following the end of a given Calendar Year, the calculation of any amounts payable by a Party to the other Party with respect to such Calendar Year shall be binding and conclusive upon the Parties, such Party and its Affiliates shall be released from any liability or accountability with respect to such payments to the other Party for such Calendar Year. Subject to the foregoing, to the extent that Novartis reasonably determines, from time to time, that it has paid more royalties than were owed to BeiGene for any period, (a) Novartis shall provide BeiGene with written notice, which notice shall include reasonable supporting evidence for its determination, (b) the Parties shall discuss in good faith and use reasonable efforts to confirm Novartis's determination that an excess royalty payment was made, (c) to the extent that the Parties confirm Novartis's determination that an excess royalty payment was made, reasonably agree on the appropriate offset to be made over time with respect to subsequent royalty payments to be made to BeiGene until such excess amount has been recovered by Novartis and (d) to the extent BeiGene reasonably disputes Novartis's determination that an excess royalty payment was made, the matter shall be submitted to Accelerated Arbitration pursuant to Section 16.7.2(g).

ARTICLE 9
GRANT OF OPTION; GRANT OF LICENSES; EXCLUSIVITY

9.1 Grant of Exclusive Option.

9.1.1 Option Exercise. BeiGene hereby grants to Novartis the exclusive option to obtain the Product Licenses (the "Option"), exercisable by Novartis in its sole discretion at any time during the Option Period by delivering to BeiGene a written notice of exercise (the "Option Exercise Notice") and paying BeiGene the Option Exercise Fee. If Novartis exercises the Option in accordance with this Section 9.1.1, from and after the License Effective Date, Novartis (itself or through its Affiliates or Sublicensees or its or their designees) shall be deemed have been granted the Product Licenses pursuant to and subject to the terms of this Agreement.

9.1.2 Exclusivity. During the Option Period, BeiGene shall not (and shall procure that no Affiliate of BeiGene shall), directly or indirectly:

(a) Except for the conduct of Global Development Activities, Unilateral Studies conducted by BeiGene, Permitted Combination Studies, BeiGene Permitted Commercialization Activities, Medical Affairs Activities and Third Party Permitted Commercialization Activities, in each case, pursuant to and in accordance with this Agreement and in connection with a Change of Control of BeiGene, enter into, continue, or participate in discussions or negotiations with anyone except Novartis relating to the sale, divestment, out-licensing, grant of an option, right of first refusal, right of first negotiation, lien or security

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interest in or to or any other grant of rights or any interest to research, develop, or commercialize the Licensed Products in the Novartis Territory (a "Competing Transaction");

(b) subject to Section 9.1.2(a), solicit, facilitate or do anything else which may lead to discussions or negotiations with anyone except Novartis relating to or in contemplation of a Competing Transaction; or

(c) subject to Section 9.1.2(a), provide information to anyone except Novartis relating to or in contemplation of a Competing Transaction.

9.1.3 HSR Filings. If Novartis reasonably determines in good faith prior to the delivery of the Option Exercise Notice that the transactions to be consummated upon the exercise of the Option requires one or more HSR Filings or filings required under the Competition Laws of any country, Novartis shall provide such written notice (the "HSR Filing Notice") concurrently with the delivery of the Option Exercise Notice to BeiGene, which HSR Filing Notice shall include Novartis's commitment to complete the exercise of the Option, subject only to HSR Clearance or approvals under the Competition Laws of the countries in which filings were made in accordance with the terms of Article 11, and the Option Period shall automatically be extended for so long as is necessary to obtain HSR Clearance.

9.2 Termination of Option. If (a) Novartis has not delivered the Option Exercise Notice pursuant to Section 9.1 prior to the expiration of the Option Period, or (b) Novartis delivers the Option Exercise Notice prior to the expiration of the Option Period pursuant to Section 9.1, but fails to pay the Option Exercise Fee pursuant to Section 8.1.2, (i) the Option shall automatically be deemed to have terminated and (ii) either Party shall have the right to terminate this Agreement immediately upon written notice to the other Party pursuant to Section 15.2.1. Notwithstanding the foregoing, if the Option is deemed to have terminated pursuant to Section 9.2(a) or (b) and the Parties reasonably agree in good faith that there is value in exploring an alternative transaction involving the grant of rights to the Licensed Compound, the Parties shall engage in good faith negotiations with respect to such alternative transaction.

9.3 License Grants to Novartis.

9.3.1 Exclusive Product License. Subject to the terms and conditions of this Agreement, effective on and after the License Effective Date, BeiGene hereby grants to Novartis (a) an exclusive (even as to BeiGene but subject to BeiGene's retained rights set forth in Section 9.6(b) below), transferrable (pursuant to Section 16.4), license (or sublicense to the extent that any BeiGene Patents are in-licensed by BeiGene from any Third Party), with the right to grant sublicenses solely in accordance with Section 9.3.3, under the BeiGene Patents and BeiGene's interest in Joint Inventions and Joint Patents and (b) an exclusive (even as to BeiGene but subject to BeiGene's retained rights set forth in Section 9.6(b) below), transferrable (pursuant to Section 16.4), license (or sublicense to the extent that any BeiGene Know-How is in-licensed by BeiGene from any Third Party), with the right to grant sublicenses solely in accordance with Section 9.3.3, under the BeiGene Know-How, in each case, to Develop, Manufacture, conduct Medical Affairs Activities and Commercialize the Licensed Products (excluding BeiGene Components) in the Field in the Novartis Territory (the "Exclusive Product License").

9.3.2 Non-exclusive Product License. Subject to the terms and conditions of this Agreement, effective on and after the License Effective Date, BeiGene hereby grants to Novartis a non-exclusive, transferrable (pursuant to Section 16.4), license (or sublicense to the extent that any BeiGene Patents and/or BeiGene Know-How is/are in-licensed by BeiGene from any Third Party), with the right to grant sublicenses solely in accordance with Section 9.3.3, under the BeiGene Patents, BeiGene's interest in Joint Inventions and Joint Patents, and the BeiGene Know-How, in each case, to (a) Develop and Manufacture the Licensed Product

(excluding BeiGene Components) in the Field and in the BeiGene Territory solely for the purposes of further Developing, Commercializing, and conducting Medical Affairs Activities with respect to, the Licensed Compound or Licensed Products in the Novartis Territory, and (b) Develop,

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Manufacture, conduct Medical Affairs Activities and Commercialize any Combination Regimen in the Field and in the BeiGene Territory (the "Non-Exclusive Product License" and, collectively with the Exclusive Product License, the "Product Licenses").

9.3.3 Right to Sublicense. Subject to the terms and conditions of this Agreement, effective on and after the License Effective Date, Novartis shall have the right to grant sublicenses under the licenses granted to it in through multiple tiers: (a) to its Affiliates, provided that such sublicense shall automatically terminate if such sublicensee ceases to be an Affiliate of Novartis; (b) subject to this Section 9.3.3, to contract research organizations, distributors and other Third Party subcontractors for the sole purpose of performing Novartis's obligations hereunder with respect to the Development, Manufacture and Commercialization of, or the conduct of Medical Affairs Activities with respect to, the Licensed Compound and the Licensed Products in the Field in the Novartis Territory; and (c) to any other Third Party with respect to the Development, Manufacture and/or Commercialization of, or the conduct of Medical Affairs Activities with respect to, the Licensed Products in the Field and in the Novartis Territory. The terms of each such sublicense shall not be inconsistent with the terms and conditions of this Agreement, and Novartis shall ensure that its sublicensees comply with the terms and conditions of this Agreement applicable to the Sublicensee. Novartis will remain directly responsible for all of its obligations under this Agreement, regardless of whether any such obligation is delegated, subcontracted or sublicensed to any sublicensees. In the event of any material breach by any such sublicensee of any agreement entered into by Novartis pursuant to Section 9.3.3(b) or (c) that would be a material breach of this Agreement by Novartis, Novartis shall promptly terminate such agreement with such sublicensee if such breach is not cured within […***…] of Novartis becoming aware of such breach. In the event that Novartis grants a Sublicense to a Third Party pursuant to which it permits such Sublicensee to control all material decisions regarding Development or Commercialization of the Licensed Products in a particular country or countries in the Novartis Territory, Novartis shall notify the JSC of such Sublicense and the general scope thereof.

9.3.4 Trademark License.

(a) Subject to the terms and conditions of this Agreement including Section 5.1.2, effective on and after the License Effective Date, BeiGene hereby grants to Novartis and its Affiliates (i) an exclusive license, with the right to grant sublicenses, through multiple tiers, to use the BeiGene Trademarks solely in connection with the Commercialization of, and the conduct of Medical Affairs Activities in respect of, the Licensed Products in the Field in the Novartis Territory, and (ii) a non-exclusive license, with the right to grant sublicenses, through multiple tiers, to use the BeiGene Trademarks solely in connection with the Commercialization of, and the conduct of Medical Affairs Activities in respect of, a Combination Regimen in the Field in the BeiGene Territory (clauses (i) and (ii), the "Trademark License"). Subject to the terms and conditions of this Agreement, on and after the License Effective Date, BeiGene hereby grants to Novartis an exclusive license, with the right to grant sublicenses, through multiple tiers, to register domain names corresponding to or containing such BeiGene Trademarks in any generic Top Level Domains (gTLDs) and country code Top Level Domain (ccTLDs) in the Novartis Territory.

(b) Acknowledgements and Covenants. Novartis hereby acknowledges BeiGene's ownership of all right, title and interest in and to the BeiGene Trademarks and hereby agrees that it will do nothing inconsistent with such ownership and that all use of the BeiGene Trademarks by Novartis shall inure to the benefit of and be on behalf of BeiGene. Novartis further agrees that (i) nothing in this Agreement shall give Novartis any right,

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title or interest in the BeiGene Trademarks other than the right to use the BeiGene Trademarks in accordance with this Agreement; (ii) it will not attack or challenge, nor will it assist others in attacking or challenging, BeiGene's rights in the BeiGene Trademarks; and (iii) if, by virtue of Novartis's use of the BeiGene Trademarks, Novartis acquires any equity, title or other rights in or to the BeiGene Trademarks, Novartis shall and hereby does assign and agrees to assign and transfer same to BeiGene.

(c) Trademark Quality Standards. Novartis agrees that the nature and quality of the Licensed Products Commercialized by it under the BeiGene Trademarks, together with all related advertising, promotional and other related uses of the BeiGene Trademarks by Novartis shall conform in all respects with the trademark guidelines Novartis follows in respect of its own proprietary trademarks. BeiGene will have the right to monitor Novartis's use of the BeiGene Trademarks and to request that Novartis correct any failure to comply with this Section 9.3.4 which BeiGene reasonably determines is likely to adversely affect the strength or value of such trademark, such request not to be unreasonably refused.

(d) Quality Maintenance. Novartis agrees to reasonably cooperate with BeiGene on and after the License Effective Date in connection with BeiGene's monitoring of the quality of the Licensed Products with respect to which the BeiGene Trademarks is licensed hereunder.

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Without limiting the foregoing, on and after the License Effective Date Novartis shall provide BeiGene with exemplary specimens of the packaging of a Licensed Product prior to using or otherwise disseminating such materials (each, a "Specimen"). On and after the License Effective Date, Novartis agrees not to use, distribute or sell the Licensed Products using the BeiGene Trademarks without BeiGene's prior written consent on the use of such BeiGene Trademarks, not to be unreasonably withheld, conditioned or delayed. BeiGene agrees to use reasonable efforts on and after the License Effective Date to provide its consent to or rejection of any such proposed use of the BeiGene Trademarks as soon as practicable and in any event within […***…] after receipt of each Specimen from Novartis after which time BeiGene shall be deemed to have consented to such proposed use. In addition, from time to time on and after the License Effective Date (a) Novartis shall, upon the written request of BeiGene and with […***…] prior notice, provide BeiGene with such written assurance as may be reasonably requested by BeiGene that the Licensed Products then being Commercialized is in compliance with the Specimen approved by BeiGene and (b) BeiGene shall have the right, at its sole cost and expense and upon […***…] notice to Novartis, to examine the Licensed Product Commercialized by Novartis, but excluding any Novartis Controlled Compound, to ensure compliance with this Section 9.3.4.

9.3.5 Trademark Prosecution and Maintenance.

(a) BeiGene First Right. On and after the License Effective Date (i) BeiGene will have the first right, but not the obligation, using trademark counsel of its choice, to Prosecute and Maintain, at BeiGene's sole cost and expense any BeiGene Trademarks; (ii) BeiGene will keep Novartis informed as to material developments with respect to the Prosecution and Maintenance of such BeiGene Trademarks including by providing copies of all substantive office actions, registration and renewal certificates, examination reports, communications or any other substantive documents to or from any trademark office at least […***…] prior to any deadline to take any action, or if there is no such deadline, no later than […***…] after BeiGene receives such materials of communication. On and after the License Effective Date, BeiGene will also provide Novartis with a reasonable opportunity to comment substantively on the Prosecution and Maintenance of such BeiGene Trademark in the Novartis Territory prior to taking material actions (including the filing of initial applications), and will in good faith consider any comments made by, and actions recommended by, Novartis and shall pursue in good faith all reasonable claims requested by Novartis; provided, that, Novartis provides its comments in a timely fashion consistent with any applicable filing deadlines.

(b) Novartis Fallback Right. If at any time on and after the License Effective Date, BeiGene decides not to Prosecute or Maintain a BeiGene Trademark in any country in the Novartis Territory or intends to allow such BeiGene Trademark in the Novartis Territory to lapse or become abandoned without having first filed a substitute, (i) it will notify and consult with Novartis of such decision or intention at least […***…] prior to the date upon which the subject matter of such BeiGene Trademark will lapse or become abandoned, and Novartis will thereupon have the right, but not the obligation, to assume the Prosecution and Maintenance thereof at Novartis's sole cost and expense (each, an "Novartis Assumed Trademark"), through trademark counsel of its choice, (ii) BeiGene shall take all actions reasonably necessary to assign and transfer ownership of such Novartis Assumed Trademark to Novartis, and (iii) such Novartis Assumed Trademark will no longer deemed to be part of the licenses granted to BeiGene pursuant to this Agreement. To the extent that Novartis assumes such responsibility, BeiGene shall promptly deliver to Novartis copies of all necessary files related to any BeiGene Trademark with respect to which responsibility has been transferred and shall take all actions and execute all documents reasonably necessary for Novartis to assume such activities, at Novartis's request and otherwise provide such cooperation and assistance as Novartis may request following such transfer in connection with Novartis' Prosecution and Maintenance of such Novartis Assumed Trademark.

9.3.6 Trademark Enforcement.

(a) Notice. On and after the License Effective Date, each Party shall notify the other Party within […***…] of receipt of any indication or notice of infringement or challenge, including any available evidence relating thereto, by a Third Party of any BeiGene Trademark in the Novartis Territory of which it becomes aware, including any declaratory judgment, opposition, petition for cancellation, or similar action alleging the invalidity, or non-infringement with respect to such BeiGene Trademark or other actual or potential infringement or BeiGene Trademark challenge by a potential competitor anywhere in the Novartis Territory (collectively, a "Competing Trademark Infringement").

(b) Novartis First Right. Subject to the remaining provisions of this Section 9.3, on and after the License Effective Date, Novartis will have the first right, but not the obligation, at its sole expense, to institute, prosecute, and control any action or proceeding (which may include settlement or otherwise seeking to secure the abatement of such infringement), with respect to any Competing Trademark Infringement of a BeiGene Trademark in the Novartis Territory within the Field by counsel of its own choice, in Novartis's own name (or, if required, under BeiGene's name) and

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under Novartis's direction and control, including the right to control the defense of any challenges to such Patents as a counterclaim in such infringement proceeding. Novartis shall consider in good faith the interests of BeiGene in such enforcement of any BeiGene Trademark in the Novartis Territory; provided, that, if Novartis does not intend to prosecute or defend a Competing Trademark Infringement, or ceases to diligently pursue an enforcement with respect to such a Competing Trademark Infringement, it shall promptly inform BeiGene in such a manner that such enforcement will not be prejudiced and Section 9.3.6(c) shall apply.

(c) BeiGene Fallback Right. If Novartis determines not to institute an action or proceeding with respect to a given Competing Trademark Infringement of any BeiGene Trademark pursuant to Section 9.3.6(b) or if Novartis or its designee fails to abate such Competing Trademark Infringement in the Novartis Territory or to file an action to abate such Competing Trademark Infringement in the Novartis Territory within […***…] after a written request from BeiGene to do so, or if Novartis discontinues the prosecution of any such action after filing without abating such Competing Trademark Infringement, then BeiGene shall have the right to enforce such BeiGene Trademark against such Competing Trademark Infringement

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in the Novartis Territory at its sole expense as it reasonably determines appropriate and shall keep Novartis reasonably informed with respect to any such enforcement action.

(d) Consultation; Cooperation. The enforcing Party will keep the non-enforcing Party regularly informed of the status and progress of such enforcement efforts. The enforcing Party will consult with the non-enforcing Party and will take comments of the non-enforcing Party into good faith consideration with respect to the defense or enforcement of any BeiGene Trademark in the Novartis Territory. The non-enforcing Party will provide to the enforcing Party reasonable cooperation in such enforcement, at such enforcing Party's request and expense.

(e) Settlement. A settlement or consent judgment or other voluntary final disposition of a suit with respect to the BeiGene Trademarks under this Section 9.3.6 may be entered into without the consent of the Party not bringing suit; provided, however, that any such settlement, consent judgment or other disposition of any action or proceeding by a Party under this Section 9.3.6 will not, without the consent of the other Party, (a) impose any liability or obligation on such other Party, (b) include the grant of any license, covenant or other rights to any Third Party that would conflict with or reduce the scope of the subject matter included under the rights and licenses granted to such other Party under this Agreement, or (c) otherwise materially affect the licenses or other rights granted to such other Party hereunder adversely in any respect.

(f) Recovery. Except as otherwise set forth in this Section 9.3, each Party will bear all of its own internal and out-of-pocket costs incurred in connection with its activities under this Section 9.3. Any damages or other monetary awards recovered in any action, suit or proceeding brought under this Section 9.3 to the extent related to any BeiGene Trademarks will be shared as follows: (a) the amount of such recovery actually received by the Party controlling such action will first be applied to costs and expenses incurred by each Party in connection with such action (including, for this purpose, a reasonable allocation of expenses of internal counsel); provided, that, if the amount of such recovery is not sufficient to cover all such costs and expenses of each Party, then the amount of the recovery will be proportionately shared by the Parties based on the amount of such costs and expenses incurred by each Party; and (b) any remaining proceeds shall be allocated between the Parties as follows:

(i) If Novartis controls enforcement in accordance with this Section 9.3, Novartis shall be entitled to receive […***…]; and

(ii) If BeiGene controls enforcement in accordance with this Section 9.3, BeiGene shall be entitled to receive […***…].

9.3.7 Copyright License. Subject to the terms and conditions of this Agreement, BeiGene hereby grants to Novartis on and after the License Effective Date a non-exclusive license, with the right to grant sublicenses through multiple tiers, to use the BeiGene Copyrights (a) in connection with the Commercialization of the Licensed Product in accordance with this Agreement in the Field, and (b) for carrying out Medical Affairs Activities in accordance with this Agreement (clauses (a) and (b), the "Copyright License").

9.4 Grant of Licenses to BeiGene.

9.4.1 Conduct of Permitted Activities. Subject to the terms and conditions of this Agreement, effective on and after the License Effective Date, Novartis hereby grants to BeiGene a non-exclusive, transferrable (pursuant to Section 16.4), license, with the right to grant sublicenses

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solely in accordance with Section 9.5.2, under the Novartis Inventions, Novartis Invention Patents and Novartis' interest in Joint Invention and Joint Patents, to (a) perform its

obligations under this Agreement; (b) conduct Global Development Activities, Unilateral Studies conducted by BeiGene, Permitted Combination Studies, BeiGene Permitted Commercialization Activities, Medical Affairs Activities and Third Party Permitted Commercialization Activities, in each case, pursuant to and in accordance with this Agreement; (c) Develop, conduct Medical Affairs Activities in respect of, and Commercialize any Combination Regimen or Combination Product in the Field and in the BeiGene Territory; (d) Manufacture the Licensed Compound and the Licensed Product in the BeiGene Territory solely for the BeiGene Territory; and (e) Manufacture the Licensed Compound and the Licensed Product in the Novartis Territory solely for use (i) by Novartis in the Field and in the Novartis Territory and (ii) by BeiGene (A) in the Field and in the BeiGene Territory and (B) to conduct (1) the Initial Global Studies (other than the Novartis-Initiated Trials) and New Registrational Clinical Trial and New Other Clinical Trial for which BeiGene is the Sponsoring Party and for which Novartis has provided a Novartis Study Design Agreement Notice; and (2) Global Development Activities, Unilateral Studies conducted by BeiGene or Permitted Combination Studies pursuant to and in accordance with this Agreement, in each case, whether directly or through its Affiliates or contractors.

9.4.2 Development and Commercialization in the BeiGene Territory. Subject to the terms and conditions of this Agreement, including Novartis' retained rights set forth in Section 9.6(c) below, Novartis hereby grants to BeiGene on and after the License Effective Date an exclusive, transferrable (pursuant to Section 16.4), license, with the right to grant sublicenses solely in accordance with Section 9.5.2, under the Novartis Inventions, Novartis Invention Patents and Novartis' interest in Joint Inventions and Joint Patents to Develop, Manufacture, conduct Medical Affairs Activities and Commercialize the Licensed Product […***…] in the Field in the BeiGene Territory.

9.5 Subcontracting.

9.5.1 Novartis. Novartis may subcontract to Affiliates or Third Parties the performance of tasks and obligations related to Novartis's Development, Manufacture, and Commercialization of, or the conduct of Medical Affairs Activities with respect to, the Licensed Product under this Agreement as Novartis deems appropriate, which subcontract may include a sublicense of rights necessary for the performance of the subcontract as reasonably required; provided, that Novartis shall remain responsible for the performance of this Agreement and shall cause any such subcontractor to comply with all applicable terms and conditions of this Agreement.

9.5.2 BeiGene. BeiGene may subcontract to Affiliates or Third Parties the performance of BeiGene's tasks and obligations under this Agreement, including under the Development Plans, as BeiGene deems appropriate, which subcontract may include a sublicense of the license granted to BeiGene as necessary for the performance of the subcontract; provided, that BeiGene shall remain responsible for the performance of this Agreement and shall cause any such subcontractor to comply with all applicable terms and conditions of this Agreement.

9.6 Rights Retained by the Parties.

(a) Each Party retains all rights under Patents, Know-How, or other intellectual property rights Controlled by such Party which are not expressly granted to the other Party pursuant to this Agreement.

(b) Without limiting the foregoing and notwithstanding the Product Licenses and Trademark License granted to Novartis, BeiGene hereby retains the rights to use the BeiGene IP in the Field in the Novartis Territory in order to (i) perform its obligations under this Agreement; (ii) conduct Global Development Activities, Permitted Combination Studies, BeiGene Permitted Commercialization Activities, Medical Affairs Activities in respect of Initial

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Global Studies (other than the Novartis-Initiated Trials) and any New Registrational Clinical Trial and New Other Clinical Trial for which BeiGene is the Sponsoring Party and for which Novartis has provided a Novartis Study Design Agreement Notice, Excluded Studies, Global Clinical Trials agreed to by the Parties, Unilateral Studies conducted by BeiGene, and Third Party Permitted Commercialization Activities pursuant to and in accordance with this Agreement; (iii) Manufacture the Licensed Compound and the Licensed Product in Novartis Territory for use by Novartis in the Novartis Territory and/or by BeiGene in the BeiGene Territory; and (iv) Manufacture and supply the Licensed Compound and the Licensed Product in the Novartis Territory solely for use by BeiGene, whether directly or through its Affiliates, licensees or contractors, in the conduct of (1) the Initial Global Studies (other than the Novartis-Initiated Trials) and any New Registrational Clinical Trial and New Other Clinical Trial for which BeiGene is the Sponsoring Party and for which Novartis has provided a Novartis Study Design Agreement Notice; (2) any Permitted Combination Studies; (3) Unilateral Studies conducted by BeiGene and any Global Clinical Trial mutually agreed to by the Parties and (4) Excluded Studies.

(c) Without limiting the foregoing and notwithstanding the licenses granted to BeiGene hereunder, Novartis hereby retains the rights to use the Novartis IP and Novartis' interest in the Joint Patents in the Field in the BeiGene Territory in order to conduct Permitted Combination Studies, Novartis Permitted Commercialization Activities and Medical Affairs Activities in support of Novartis Permitted Commercialization Activities pursuant to and in accordance with this Agreement.

9.7 No Implied Licenses. Except as otherwise expressly provided in this Agreement, under no circumstances shall a Party or any of its Affiliates, as a result of this Agreement, obtain any ownership interest, license, or other right in or to any Patents, Know-How, or other intellectual property rights of the other Party, including tangible or intangible items owned, controlled, or developed by the other Party, or provided by the other Party to the receiving Party at any time, in each case, pursuant to this Agreement.

9.8 Exclusivity; Exceptions to Exclusivity; Effect of Certain Third Party Acquisitions and Changes of Control.

9.8.1 In General. Subject to the remainder of this Section 9.8, on and after the License Effective Date and continuing for the remainder of the Term, neither Party nor its Affiliates shall, alone or with any Third Party (including through licensing or sublicensing any Third Party), directly or indirectly, Develop, Manufacture, or Commercialize, or conduct Medical Affairs Activities with respect to, any Competing Product for use in the Field. Notwithstanding anything to the contrary in this Section 9.8, Sandoz AG and its controlled Affiliates shall have the right to develop, manufacture and commercialize any Biosimilar Product that is a TIGIT Antagonist, including a Biosimilar Product with respect to the Licensed Product (each, a "Sandoz Biosimilar TIGIT Antagonist"); provided, that, […***…], and (ii) Novartis shall […***…]. Upon the date of receipt of Regulatory Approval of the Sandoz Biosimilar TIGIT Antagonist in any country in the Novartis Territory, Novartis shall provide written notice to BeiGene.

9.8.2 Exceptions for Certain Third Party Acquisitions.

(a) Notwithstanding Section 9.8.1, if a Party or any of its Affiliates (collectively, the "Acquiring Party") acquires a Third Party or a portion of the business of a Third Party (whether by merger or acquisition of all or substantially all of the stock or assets of such Third Party or of any operating or business division of such Third Party or similar transaction) (a "Third Party Acquisition") that is, prior to such acquisition, developing, manufacturing, or commercializing a Competing Product for use in the Field, then the Acquiring

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Party shall not be in breach of Section 9.8.1 as a result of such Third Party Acquisition; provided, that, such Acquiring Party provides written notice to the other Party no later than […***…] following the closing of such Third Party Acquisition that it elects to either (i) cease all development, manufacture, and commercialization of, and the conduct of Medical Affairs Activities with respect to, such Competing Product; (ii) execute an amendment to this Agreement to include such Competing Product as a Licensed Product for purposes of this Agreement or (iii) Divest such Competing Product. If such Acquiring Party provides such written notice within such […***…] period that it wishes to execute an amendment to this Agreement to include such Competing Product as a Licensed Product for purposes of this Agreement, the Parties shall promptly negotiate in good faith such an amendment for a period up to […***…]. If such Acquiring Party fails to provide such written notice within such […***…] period, then such Acquiring Party shall be deemed to have elected to Divest such Competing Product in accordance with this Section 9.8.2. Immediately upon execution by the Acquiring Party of a binding agreement to effect the Third Party Acquisition, the Acquiring Party shall have the right, by providing written notice to Novartis, to (A) terminate the Acquiring Party's right to participate in any Committees established pursuant to Article 2, which Committees shall, if

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the other Party elects, be disbanded; (B) assume the sole responsibility for making certain decisions designated by the other Party that were the responsibility of the Acquiring Party and/or of Committees, including certain final decisions to be made by the members of the JSC appointed by the Acquiring Party; (C) terminate all obligations of the other Party to provide the Acquiring Party with certain information and reports, including any Development reports, data and Know-How, pursuant to this Agreement as designated by the other Party; and/or (D) terminate the Acquiring Party's rights to Prosecute, Maintain and enforce any of the other Party's Patents and/or Joint Patents as to which the Acquiring Party has assumed such right and authority pursuant to Article 10.

(b) If the Acquiring Party elects to Divest such Competing Product or include such Competing Product as a Licensed Product under this Agreement in accordance with Section 9.8.2(a) then such Acquiring Party shall: (i) Separate such Competing Product until such Competing Product is Divested or such amendment is executed; and (ii) Divest such Competing Product or negotiate and execute such amendment within […***…] after the closing of such Third Party Acquisition; provided, that: (A) such Acquiring Party may continue to Develop, Manufacture, or Commercialize and conduct Medical Affairs Activities with respect to, such Competing Product for use in the Field during such […***…]; provided, further, that, such Competing Product is Separated throughout such period; and (B) if such Acquiring Party has not completed such Divestiture or the Parties have not executed such amendment within such […***…], then, as of the expiration of the […***…], such Acquiring Party shall […***…]. The Acquiring Party will keep the other Party reasonably informed of its efforts and progress in effecting such Divesture or termination until the Acquiring Party completes the same.

9.9 Effect of Change of Control. If either Party enters into an agreement with an Acquiring Person that results or that, if the transaction contemplated thereby is completed would result, in a Change of Control of such Party, the Acquired Party shall provide the other Party with prompt written notice (the "Change of Control Notice") prior to execution of such agreement, if permitted under Applicable Law and not prohibited by the terms of any agreement between such Party and any Third Party, and otherwise as soon as practicable thereafter and, in any event, not later than the date of […***…]. If theAcquiring Person in the Change of Control is developing, manufacturing or commercializing a Competing Product for use in the Field (based on the applicable Regulatory Approval), then the Acquiring Person shall not be in breach of Section 9.8.1 as a result of such Change of Control; provided, that, […***…]. In addition, the other Party, immediately upon the date of receipt by the other Party of the Change of Control Notice, shall have the right, by providing written notice to the Acquired Party, to […***…].

9.10 Exceptions for Licensed Product Indication Failures. Notwithstanding the provisions of Sections 9.8 and 9.9, on an Indication-by-Indication and country-by-country basis in the Novartis Territory, in the event that (i) either Party conducts a Registrational Clinical Trial of the Licensed Product in a particular Indication and such Registrational Clinical Trial of the Licensed Product in such Indication does not achieve its primary endpoint, or (ii) Novartis makes a Regulatory Filing for Regulatory Approval of the Licensed Product in a particular Indication in such country and the applicable Regulatory Authority indicates that it is unlikely to, or will not, grant Regulatory Approval for the Licensed Product in such Indication, and, in either case, the Parties mutually agree that it is no longer commercially reasonable to continue to pursue Regulatory Approval for the Licensed Product in such Indication (in each case of (i) and (ii), a "Failed Indication"), then Novartis may submit to the JDC a written proposal setting forth in reasonable detail its plan to Develop, Manufacture, or Commercialize, or conduct Medical Affairs Activities with respect to, any Competing Product for use in the Field in the Failed Indication in the applicable country in the Novartis Territory for the JDC's review.

ARTICLE 10
INTELLECTUAL PROPERTY

10.1 Ownership.

10.1.1 Inventions.

(a) BeiGene IP. BeiGeneshall have sole and exclusive ownership of all right, title and interest on a worldwide basis in and to any and all BeiGene IP and any other Inventions that is conceived or first reduced to practice by employees of, or consultants to, BeiGene, alone or jointly with any Third Party, without the use in any material respect of any Novartis IP or Joint IP.

(b) Novartis IP. Novartis shall have sole and exclusive ownership of all right, title and interest on a worldwide basis in and to any and all Novartis IP and any other Inventions that is conceived or first reduced to practice by employees of, or consultants to, Novartis, alone or jointly

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with any Third Party, without the use in any material respect of any BeiGene IP or Joint IP.

(c) Joint Inventions. Novartis and BeiGene shall jointly own all Joint Inventions and Joint Patents. Notwithstanding anything to the contrary contained herein or under Applicable Laws, except to the extent exclusively licensed to one Party under this Agreement set forth herein, the Parties hereby agree that, except as prohibited by Article 9, either Party may use or license or sublicense to Affiliates or Third Parties all or any portion of its interest in Joint Inventions and/or Joint Patents for use in connection with any products that are not Competing Products, without the prior written consent of the other Party, without restriction and without the obligation to provide compensation to the other Party.

10.1.2 Results and Data. All Clinical Data shall be owned by the Party that conducts the applicable Clinical Trial. Without limiting the foregoing, any Clinical Data arising from the Initial Global Studies (other than the Novartis-Initiated Trials) and any New Registrational Clinical Trial and New Other Clinical Trial for which BeiGene is the Sponsoring Party and for which Novartis has provided a Novartis Study Design Agreement Notice (the "BeiGene Clinical Trial Data") shall be owned by BeiGene and included in BeiGene Know-How and the Product Licenses granted to Novartis pursuant to Section 9.3.

10.2 Prosecution and Maintenance.

10.2.1 BeiGene First Right. BeiGene will have the first right, but not the obligation, using patent counsel of its choice, to Prosecute and Maintain, at BeiGene's sole cost and expense any BeiGene Patents. On and after the License Effective Date, BeiGene will keep Novartis informed as to material developments with respect to the Prosecution and Maintenance of such BeiGene Patents including by providing copies of all substantive office actions, examination reports, communications or any other substantive documents to or from any patent office, including notice of all interferences, reissues, re-examinations, inter partes reviews, post grant proceedings, oppositions or requests for patent term adjustments, in all cases at least […***…] prior to any deadline to take any action. On and after the License Effective Date, BeiGene will also provide Novartis with a reasonable opportunity to comment substantively on the Prosecution and Maintenance of such BeiGene Patents in the Novartis Territory prior to taking material actions (including the filing of initial applications), and will in good faith consider any comments made by, and actions recommended by, Novartis and shall pursue in good faith all reasonable claims requested by Novartis; provided, that, Novartis provides its comments in a timely fashion consistent with any applicable filing deadlines.

10.2.2 Novartis Fallback Right. If at any time on and after the License Effective Date BeiGene decides not to Prosecute or Maintain a BeiGene Patent in any country in the Novartis Territory or intends to allow such BeiGene Patent in the Novartis Territory to lapse or become abandoned without having first filed a substitute, it will notify and consult with Novartis of such decision or intention at least […***…] prior to the date upon which the subject matter of such BeiGene Patent will become unpatentable or will lapse or become abandoned, and Novartis will thereupon have the right, but not the obligation, to assume the Prosecution and Maintenance thereof at Novartis's sole cost and expense (each, an "Novartis Assumed Patent"), through patent counsel or agents of its choice, and such Novartis Assumed Patent will no longer deemed to be part of the licenses granted to BeiGene pursuant to this Agreement. To the extent that Novartis assumes such responsibility, BeiGene shall promptly deliver to Novartis copies of all necessary files related to any BeiGene Patents with respect to which responsibility has been transferred and shall take all actions and execute all documents reasonably necessary for Novartis to assume such activities, at Novartis's request.

10.2.3 Novartis First Right. On and after the License Effective Date, Novartis will have the first right, but not the obligation, using patent counsel of its choice, to Prosecute and Maintain, at Novartis's sole cost and expense (a) the Joint Patents (which will be in the names of both BeiGene and Novartis) and (b) the Novartis Patents (collectively, the "Novartis Controlled Patents"). On and after the License Effective Date, Novartis will keep BeiGene informed as to material developments with respect to the Prosecution and Maintenance of such Novartis Controlled Patents including by providing copies of all substantive office actions, examination reports, communications or any other substantive documents to or from any patent office, including notice of all interferences, reissues, re-examinations, inter partes reviews, post grant proceedings, oppositions or requests for patent term extensions or Supplemental Protection Certificates, in all cases at least […***…] prior to any deadline to take any action. Novartis will also provide BeiGene on and after the License Effective Date with a reasonable opportunity to comment substantively on the Prosecution and Maintenance of such Novartis Controlled Patents prior to taking material actions (including the filing of initial applications), and will in good faith consider any comments made by, and actions recommended by, BeiGene and shall pursue in good faith all reasonable claims requested by BeiGene; provided, that, BeiGene provides its comments in a timely fashion consistent with any applicable filing deadlines.

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10.2.4 BeiGene Fallback Right. If Novartis decides, at any time on and after the License Effective Date, not to Prosecute or Maintain a Joint Patent in any country or intends to allow such Joint Patent to lapse or become abandoned without having first filed a substitute, it will notify and consult with BeiGene of such decision or intention in at least […***…] prior to the date upon which the subject matter of such Joint Patent will become unpatentable or will

lapse or become abandoned, and (a) BeiGene will thereupon have the right, but not the obligation, to assume the Prosecution and Maintenance thereof at BeiGene's sole cost and expense (each, an "BeiGene Assumed Patent") (in both Parties' names), through patent counsel or agents of its choice and (b) such BeiGene Assumed Patent will no longer deemed to be part of the licenses granted to Novartis pursuant to this Agreement, although Novartis shall retain its rights as an owner of such Joint Patent. To the extent that BeiGene assumes such responsibility, Novartis shall promptly deliver to BeiGene copies of all necessary files related to any BeiGene Assumed Patents with respect to which responsibility has been transferred and shall take all actions and execute all documents reasonably necessary for BeiGene to assume such activities, at BeiGene's request.

10.2.5 Cooperation in Prosecution and Maintenance. The Parties will reasonably cooperate with one another on and after the License Effective Date with respect to the Prosecution and Maintenance of the BeiGene Patents and Joint Patents for which either Party is responsible for Prosecution and Maintenance pursuant to this Section 10.2. Such responsible Party shall make its employees, agents and consultants reasonably available to the other Party (and the other Party's authorized attorneys, agents or representatives) to enable the other Party to undertake Prosecution and Maintenance provided in this Section 10.2, and will reasonably assist in any license registration processes with applicable Governmental Authorities that may be available for the protection of the other Party's interests in this Agreement. In addition, on and after the License Effective Date, the responsible Party will (and will cause its employees, agents and consultants to) provide reasonable assistance to the other Party (and to the other Party's authorized attorneys, agents or representatives) to enable the other Party to undertake such Prosecution and Maintenance, including by executing powers of attorney and other agreements for the other Party to undertake such Prosecution and Maintenance.

10.2.6 Cost of Prosecution and Maintenance. Except as otherwise expressly set forth in this Section 10.2, each Party will be responsible for all costs and expenses associated with its Prosecution and Maintenance activities under this Section 10.2 with respect to BeiGene Patents and Joint Patents for which it is responsible pursuant to Sections 10.2.1, 10.2.2 or 10.2.3 as applicable.

10.2.7 Patent Prosecution Conferences. On and after the License Effective Date, each Party shall cause its patent counsel to confer through meetings of the JIPC no less frequently than once each Calendar Quarter regarding the status of all patent applications and Patents for which it is responsible under this Section 10.2, and whether and in which countries foreign counterparts of such patent applications and Patents shall be filed and any subject matter claimed in each.

10.3 Enforcement.

10.3.1 Notice. On and after the License Effective Date, each Party shall notify the other Party within […***…] of receipt of any indication or notice of infringement or Patent challenge by a Third Party of any BeiGene Patentin the Novartis Territory consisting solely of claims that Cover the composition, formulation, a method of use or a method of making the Licensed Compound or the Licensed Product ("BeiGene Core Patent"), Novartis Patent or Joint Patent in the Novartis Territory of which it becomes aware, including any declaratory judgment, opposition, post grant review, *inter partes* review, or similar action alleging the invalidity, unenforceability, unpatentability, or non-infringement with respect to such BeiGene Core Patent, Novartis Patent or Joint Patent, including with respect to any Abbreviated Biologics License Application or Biologics License Application (each, as defined in the Federal Food, Drug, and Cosmetic Act, Biologics Price Competition and Innovation Act of 2009, or United States Patient Protection and Affordable Care Act) filing, any regulatory filing based on Section 351(k) of the Public Health Service Act (42 U.S.C. § 262), or Article 10(4) of the Directive 2001/83/EC, or

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any other similar regulation promulgated by the FDA, EMA, MHLW, or by other applicable similar Governmental Authority or other actual or potential infringement or Patent challenge by a biosimilar, or potential biosimilar competitor anywhere in the Novartis Territory (collectively, a "Competing Infringement").

10.3.2 Novartis First Right. Subject to the remaining provisions of this Section 10.3, on and after the License Effective Date, Novartis will have the first right, but not the obligation, at its sole expense, to institute, prosecute, and control any action or proceeding (which may include settlement or otherwise seeking to secure the abatement of such infringement), with respect to any Competing Infringement of a BeiGene Core Patent, Joint Patent, Novartis Controlled Patent or Novartis Patent in the Novartis Territory within the Field by counsel of its own choice, in Novartis's own name(or, if required, under BeiGene's name) and under Novartis's direction and control, including the right to control the defense of any challenges to such Patents as a counterclaim in such infringement proceeding. On and after the License Effective Date, Novartis shall consider in good faith the interests of BeiGene in such enforcement of any Novartis Controlled Patent; provided, that, if Novartis does not intend to prosecute or defend a Competing Infringement, or ceases to diligently pursue an enforcement with respect to such a Competing Infringement, it shall promptly inform BeiGene in such a manner that such enforcement will not be prejudiced and Section 10.3.3 shall apply.

10.3.3 BeiGene Fallback Right. If Novartis determines not to institute an action or proceeding with respect to a given Competing Infringement of any BeiGene Core Patent or Joint Patent pursuant to Section 10.3.2 or if Novartis or its designee fails to abate such Competing Infringement in the Novartis Territory or to file an action to abate such Competing Infringement in the Novartis Territory within […***…] after a written request from BeiGene to do so, or if Novartis discontinues the prosecution of any such action after filing without abating such Competing Infringement, then BeiGene shall have the right to enforce such BeiGene Core Patent or Joint Patent as applicable, against such Competing Infringement in the Novartis Territory at its sole expense as it reasonably determines appropriate and shall keep Novartis reasonably informed with respect to any such enforcement action. Notwithstanding the foregoing, BeiGene shall only have the right to enforce a Joint Patent if it determines in good faith after consultation with outside patent counsel mutually acceptable to the Parties and with Novartis, subject to entering into a common interest agreement pursuant to Section 10.3, that there is a good faith basis to enforce the Joint Patent.

10.3.4 BeiGene First Right. On and after the License Effective Date, BeiGene will have the first right, but not the obligation, at its sole expense, to institute, prosecute, and control any action or proceeding (which may include settlement or otherwise seeking to secure the abatement of such infringement) in the Novartis Territory, with respect to any Competing Infringement of any BeiGene Patent that is not a BeiGene Core Patent as well as any BeiGene Assumed Patent by counsel of its own choice, in BeiGene's own name (or, if required, under Novartis's name upon written authorization from Novartis) and under BeiGene's direction and control, including the right to control the defense of any challenges to such Patents as a counterclaim in such infringement proceeding.

10.3.5 Right to Participate; Joinder. In the case of any enforcement action or proceeding with respect to Joint Patents as set forth in Section 10.3.2, the other Party (or its Affiliate, as applicable) will join any such action or proceeding as a party, at the enforcing Party's expense, if doing so is necessary for the purposes of establishing standing or is otherwise required by Applicable Law to pursue such action or proceeding. The non-enforcing Party in relation to any enforcement action or proceeding with respect to Joint Patents as set forth in Section 10.3.2, as applicable, will have the right, at its own expense and by counsel of its choice, to be represented in any such action or proceeding. In the case of any enforcement action or proceeding with respect to BeiGene Patents controlled by Novartis as set forth in Section 10.3.2,

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BeiGene (or its Affiliate, as applicable) will join any such action or proceeding as a party, at Novartis's expense, if doing so is necessary for the purposes of establishing standing or is otherwise required by Applicable Law to pursue such action or proceeding. In the case of any enforcement action or proceeding with respect to BeiGene Patents controlled by BeiGene as set forth in Section 10.3.3, BeiGene will bear its own costs and expenses arising out of such enforcement action or proceeding, and Novartis may, at its option, participate in such enforcement action or proceeding at its own expense. To the extent that Novartis is required to join any enforcement action or proceeding with respect to Joint Patents controlled by BeiGene as set forth in Section 10.3.3, then BeiGene will reimburse Novartis for its reasonable costs and expenses in connection therewith.

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10.3.6 Consultation; Cooperation. The enforcing Party will keep the non-enforcing Party regularly informed of the status and progress of such enforcement efforts. The enforcing Party will consult with the non-enforcing Party and will take comments of the non-enforcing Party into good faith consideration with respect to the infringement or claim construction of any claim in any BeiGene Patent or Joint Patent. The non-enforcing Party will provide to the enforcing Party reasonable cooperation in such enforcement, at such enforcing Party's request and expense.

10.3.7 Settlement. A settlement or consent judgment or other voluntary final disposition of a suit with respect to the BeiGene Patents or Joint Patents under this Section 10.3 may be entered into without the consent of the Party not bringing suit; provided, however, that any such settlement, consent judgment or other disposition of any action or proceeding by a Party under this Section 10.3 will not, without the consent of the other Party, (a) impose any liability or obligation on such other Party, (b) include the grant of any license, covenant or other rights to any Third Party that would conflict with or reduce the scope of the subject matter included under the rights and licenses granted to such other Party under this Agreement, or (c) otherwise materially affect the licenses or other rights granted to such other Party hereunder adversely in any respect.

10.3.8 Recovery. Except as otherwise set forth in this Section 10.3, each Party will bear all of its own internal and out-of-pocket costs incurred in connection with its activities under this Section 10.3. Any damages or other monetary awards recovered in any action, suit or proceeding brought under this Section 10.3 to the extent related to any BeiGene Patents, Novartis Patents or Joint Patents will be shared as follows: (a) the amount of such recovery actually received by the Party controlling such action will first be applied to costs and expenses incurred by each Party in connection with such action (including, for this purpose, a reasonable allocation of expenses of internal counsel); provided, that, if the amount of such recovery is not sufficient to cover all such costs and expenses of each Party, then the amount of the recovery will be proportionately shared by the Parties based on the amount of such costs and expenses incurred by each Party; and (b) any remaining proceeds shall be allocated between the Parties as follows:

(i) if Novartis controls enforcement in accordance with this Section 10.3, with respect to the Licensed Product, BeiGene shall be entitled to a payment […***…], and any remaining amounts […***…] to Novartis to the extent such proceeds relate to infringement of the Novartis Controlled Patents; and

(ii) If BeiGene controls enforcement in accordance with this Section 10.3, with respect to the Licensed Products, BeiGene shall be entitled to receive […***…] of all remaining proceeds.

10.4 Common Interest Agreement. At the request of either Party, the Parties will negotiate in good faith to enter into a common interest agreement with respect to the subject matter of this Article 10. The Parties shall assert and not waive the joint defense privilege with

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respect to any communications between the Parties in connection with the defense of such claim or assertion.

10.5 Defense.

10.5.1 Notice. On and after the License Effective Date, each Party shall promptly notify the other Party of any claim alleging that the Development, Manufacture, or Commercialization of, or the conduct of Medical Affairs Activities with respect to, the Licensed Product in the Novartis Territory infringes, misappropriates, or otherwise violates any Patents, Know-How, or other intellectual property rights of any Third Party ("Third Party Infringement"). In any such instance, the Parties shall as soon as practicable thereafter discuss in good faith the best response to such notice of Third-Party Infringement.

10.5.2 Novartis Right to Defend. Except as set forth in Section 10.5.4 with respect to the Disclosed Patents, on and after the License Effective Date, Novartis shall have the first right, but not the obligation, to defend, and take other actions (including to settle) with respect to, any such claim of Third Party Infringement, at Novartis's sole discretion, cost, and expense; provided, that, (a) Novartis will discuss in good faith and coordinate with BeiGene in connection therewith and Novartis will consider in good faith and reasonably address BeiGene's input and comments with respect thereto and (b) Novartis will not, without the prior written consent of BeiGene, enter into any settlement, consent judgment or other disposition of any action or proceeding that would (i) impose any liability or obligation on BeiGene (including pursuant to the final sentence of this Section 10.5.2), (ii) include the grant of any license, covenant or other rights to any Third Party that would conflict with or reduce the scope of the subject matter included under the rights and licenses granted to BeiGene under this Agreement, or (iii) otherwise adversely affect the licenses or other rights granted to BeiGene hereunder in any respect. BeiGene shall have the right to be represented in any such action by counsel of its own choice at BeiGene's sole

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cost and expense. Any damages or other monetary awards that are awarded to a Third Party in any Third Party Infringement or in connection with a settlement of any such Third Party Infringement that is defended by Novartis under this Section 10.5.2 will be shared as follows: (A) Novartis shall bear […***…] of such damages or monetary awards and (B) BeiGene shall bear […***…] of such damages or monetary awards. Subject to the foregoing, Novartis may deduct from the royalty payments that would otherwise have been due and payable to BeiGene under Section 8.3.1 an amount equal to […***…] of any payments made by Novartis or any of its Affiliates or Sublicensees to such Third Party of such damages or other monetary awards that are awarded to a Third Party.

10.5.3 BeiGene Fallback Right. If Novartis determines not to institute an action or proceeding with respect to a given Third Party Infringement pursuant to Section 10.5.2 or if Novartis or its designee fails to defend such Third Party Infringement in the Novartis Territory or to file an action to defend such Third Party Infringement in the Novartis Territory within […***…] after a written request from BeiGene to do so, or if Novartis discontinues the defense of any such action after filing without abating such Third Party Infringement, then BeiGene shall have the right to right, but not the obligation, to defend, and take other actions (including to settle) with respect to, any such claim of Third Party Infringement, at BeiGene's sole discretion, cost, and expense and shall keep Novartis reasonably informed with respect to any such enforcement action; provided, that, BeiGene shall not enter into any settlement admitting the invalidity of, or otherwise impairing, any Novartis Controlled Patents without the prior written consent of Novartis, which consent shall not be unreasonably withheld, delayed or conditioned. Any damages or other monetary awards that are awarded to a Third Party in any Third Party Infringement or in connection with a settlement of any such Third Party Infringement that is defended by BeiGene under this Section 10.5.3 will be shared as follows: (A) Novartis shall bear […***…] of such damages or monetary awards and (B) BeiGene shall bear […***…] of such damages or monetary awards.

10.5.4 Defense of Disclosed Patents. On and after the License Effective Date, Novartis shall have the sole and exclusive right to defend, and take other actions (including to settle) with respect to, any claim of Third Party Infringement with respect to the Disclosed Patents, at Novartis' sole discretion, cost, and expense; provided, that, (a) Novartis will discuss in good faith and coordinate with BeiGene in connection therewith and Novartis will consider in good faith and reasonably address BeiGene's input and comments with respect thereto and (b) Novartis will not, without the prior written consent of BeiGene, enter into any settlement, consent judgment or other disposition of any action or proceeding that would (i) impose any liability or obligation on BeiGene, (ii) include the grant of any license, covenant or other rights to any Third Party that would conflict with or reduce the scope of the subject matter included under the rights and licenses granted to BeiGene under this Agreement, or (iii) otherwise adversely affect the licenses or other rights granted to BeiGene hereunder in any respect. BeiGene shall have the right to be represented in any such action by counsel of its own choice at BeiGene's sole cost and expense. If any damages or other monetary awards are awarded to a Third Party in any Third Party Infringement or in connection with a settlement of any such Third Party Infringement with respect to the Disclosed Patents that is defended by Novartis under this Section 10.5.4, (A) Novartis shall bear […***…] of such damages or monetary awards and (B) BeiGene shall bear […***…] of such damages or monetary awards.

10.6 Novartis Trademarks. On and after the License Effective Date, Novartis and its Affiliates shall have the exclusive right to brand the Licensed Products using trademarks and trade names it determines appropriate for the Licensed Products, which may vary for different countries (the "Novartis Trademarks"). Novartis shall exclusively own all rights in and goodwill associated with the Novartis Trademarks and shall register, maintain and defend the Novartis Trademarks in the Novartis Territory at its sole cost and expense. The benefit of the Novartis Trademarks shall inure entirely to Novartis.

10.7 Patent Extensions. On and after the License Effective Date, BeiGene will reasonably cooperate with Novartis, including providing reasonable assistance to Novartis (including executing any documents as may reasonably be required), in efforts to seek and obtain patent term restoration or supplemental protection certificates or the like or their equivalents in any country in the Novartis Territory, where applicable to BeiGene Patents or Joint Patents or any other applicable Patents, including as may be available to the Parties under the provisions of the U.S. Drug Price Competition and Patent Term Restoration Act of 1984 or comparable laws outside the United States of America, in each case, in connection with the Licensed Product. Notwithstanding anything to the contrary contained herein, if elections with respect to obtaining such patent term restoration or supplemental protection certificates or the like or their equivalents are to be made in connection therewith, the Parties will mutually agree upon the election.

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10.8 Orange Book and Purple Book Listings. On and after the License Effective Date, the Parties will reasonably agree upon the listings to be made with the applicable Regulatory Authorities in the Novartis Territory for all applicable Patents (including any BeiGene Patents) for the Licensed Product, including all so-called "Orange Book" and "Purple Book" listings required under the U.S. Public Health Service Act, and all similar listings in any other relevant countries. If the Parties are unable to agree, Novartis will retain final decision-making authority with respect to the listing of any applicable Patents for the Licensed Product, regardless of which Party owns such Patent; provided, that, Novartis shall reasonably consider BeiGene's position in connection therewith.

ARTICLE 11
ANTITRUST LAW COMPLIANCE

11.1 Filings. If Novartis provides the HSR Filing Notice to BeiGene in accordance with Section 9.1.3, each of BeiGene and Novartis shall, no later than […***…] after the date of

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receipt by BeiGene of the HSR Filing Notice, file with the U.S. Federal Trade Commission (the "FTC") and the Antitrust Division of the U.S. Department of Justice (the "DOJ") HSR Filings with respect to the transactions contemplated by this Agreement (such date, the "HSR Filing Date"). The Parties shall cooperate with one another to the extent necessary in the preparation of such HSR Filings. Each Party shall be responsible for […***…] of the filing fees associated with such HSR Filings.

11.2 Information Exchange. On and after the date of receipt by BeiGene of the HSR Filing Notice, each Party shall, in connection with the HSR Filings: (a) use reasonable efforts to make, or cause or be made, all filings and submissions required under the HSR Act and use reasonable efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from the FTC and the DOJ that are, in any case, required and/or otherwise necessary for the execution and delivery by such Party of this Agreement and the performance of its obligations pursuant to this Agreement; (b) use reasonable efforts to, and reasonably cooperate with the other Party in connection with any communication, filing, submission, investigation, or other inquiry (including any proceeding initiated by a private party) and shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any such required consents, authorizations, orders and approvals; (c) respond promptly to any inquiries by the FTC or the DOJ regarding antitrust or other matters with respect to the transactions contemplated by this Agreement; (d) keep the other Party or its counsel reasonably informed of any communication received by such Party from, or given by such Party to, the FTC or the DOJ (including any communication received or given in connection with any proceeding by a private party), in each case, regarding the transactions contemplated by this Agreement; (e) consult with the other Party in advance of any meeting or conference with the FTC or the DOJ (or, in connection with any proceeding by a private party, with such private party), and to the extent permitted by the FTC or the DOJ (or such private party), give the other Party or their counsel the opportunity to attend and participate in such meetings and conferences, at the other Party's cost and expense; and (f) permit the other Party or its counsel to review in advance any submission, filing, or communication (and documents submitted therewith) intended to be given by it to the FTC or the DOJ (or, in connection with any proceeding by a private party, to such private party). BeiGene and Novartis, as each deems advisable and necessary, may reasonably designate any competitively sensitive material to be provided to the other under this Section 11.2 as "Antitrust Counsel Only Material." Such materials and the information contained therein shall be given only to the outside antitrust counsel of the recipient and shall not be disclosed by such outside counsel to employees, officers, or directors of the recipient Party unless express permission is obtained in advance from the source of the materials or the applicable Party's legal counsel. To the extent that any antitrust agency other than the FTC or DOJ decides to review the transactions contemplated by this Agreement, the provisions of this Section 11.2 will apply for the purposes of such review with equivalent effect.

ARTICLE 12
CONFIDENTIALITY

12.1 Nondisclosure. Each Party agrees that a Party (the "Receiving Party") which receives any Confidential Information of the other Party (the "Disclosing Party") pursuant to this Agreement shall: (a) maintain in confidence such Confidential Information using not less than the efforts that such Receiving Party uses to maintain in confidence its own proprietary information of similar kind and value, but in no event less than a reasonable degree of efforts; (b) not disclose such Confidential Information to any Third Party without first obtaining the prior written consent of the Disclosing Party, except for disclosures expressly permitted pursuant to this Article 12; and (c) not use such Confidential Information for any purpose except those

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permitted under this Agreement, including, in the case of each Party, the exercise of the rights and licenses granted to such Party hereunder. The obligations of confidentiality, non-disclosure, and non-use under this Section 12.1 shall be in full force and effect from the Execution Date

until the […***…] of the termination or expiration of this Agreement. The Receiving Party shall return all copies of or destroy the Confidential Information of the Disclosing Party disclosed or transferred to it by the other Party pursuant to this Agreement, within […***…] after the expiration or termination of this Agreement; provided, that, a Party may retain: (i) Confidential Information of the other Party to exercise rights and licenses which expressly survive such termination or expiration pursuant to this Agreement; and (ii) one (1) copy of all other Confidential Information in archives solely for the purpose of establishing the contents thereof.

12.2 Exceptions.

12.2.1 General. Section 12.1 shall not apply with respect to any portion of the Confidential Information of the Disclosing Party to the extent that such Confidential Information:

(a) was known to the Receiving Party or any of its Affiliates, as evidenced by written records, without any obligation to keep it confidential or any restriction on its use, prior to disclosure by the Disclosing Party;

(b) is subsequently disclosed to the Receiving Party or any of its Affiliates by a Third Party lawfully in possession thereof and without any obligation to keep it confidential or any restriction on its use;

(c) is published by a Third Party or otherwise becomes publicly available or enters the public domain, either before or after it is disclosed to the Receiving Party, without any breach by the Receiving Party of its obligations hereunder; or

(d) is independently developed by or for the Receiving Party or any of its Affiliates, as evidenced by contemporaneous written records, without reference to or reliance upon the Disclosing Party's Confidential Information.

Any combination of features or disclosures shall not be deemed to fall within the foregoing exclusions merely because individual features are published or available to the general public or in the rightful possession of the Receiving Party unless the combination itself and principle of operation are published or available to the general public or in the rightful possession of the Receiving Party.

12.3 Authorized Disclosure.

12.3.1 Disclosure. Notwithstanding Section 12.1, the Receiving Party may disclose Confidential Information belonging to the Disclosing Party in the following instances:

(a) subject to Section 12.5, to comply with Applicable Law (including the rules and regulations of the U.S. Securities and Exchange Commission or any national securities exchange in any jurisdiction in the Novartis Territory) (collectively, the "Securities Regulators") or with judicial process (including prosecution or defense of litigation), if, in the reasonable opinion of the Receiving Party's counsel, such disclosure is necessary for such compliance or for such judicial process (including prosecution or defense of litigation);

(b) disclosure to governmental or other regulatory agencies in order to obtain Patents, to obtain or maintain approval to conduct Clinical Trials, or to market the Licensed Products under this Agreement, in each case, in accordance with this Agreement; provided, that, reasonable steps are taken to ensure confidential treatment of such Confidential Information to the extent available;

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(c) disclosure to any of its or its Affiliates' officers, employees, directors, consultants, agents, or Affiliates, including: (i) in the case of Novartis, any actual or potential collaborators, licensees, or Sublicensees; (ii) in the case of either Party, to such Party's permitted subcontractors for purpose of such subcontractors performing obligations of such Party under this Agreement as it deems necessary or advisable in the course of conducting activities in accordance with this Agreement in order to carry out its responsibilities or exercise its rights under this Agreement (including the exercise of the rights and licenses granted to the relevant Party under this Agreement); and (iii) in the case of either Party, to such Party's actual or potential acquirers, investment bankers or other financial advisors, or actual or potential investors, lenders or other financial partners; provided, that, prior to any such disclosure, each such disclosee is bound by written obligations of confidentiality, non-disclosure, and non-use no less restrictive than the obligations set forth in this Article 12 to maintain the confidentiality thereof and not to use such Confidential Information except as expressly permitted by this Agreement; provided, that, in each of the above situations in this Section 12.3.1(c), the Receiving Party shall remain responsible for any failure by any Person who receives Confidential Information from such Receiving Party pursuant to this Section 12.3.1(c) to treat such Confidential Information as required under this Article 12;

(d) disclosure to its advisors (including attorneys and accountants) in connection with activities under this Agreement; provided, that, prior to any such disclosure, each such disclose is bound by written obligations of confidentiality, non-disclosure, and non-use no less restrictive than the obligations set forth in this Article 12 (provided, that, in the case of legal advisors and accountants, no written agreement shall be required), to maintain the confidentiality thereof and not to use such Confidential Information except as expressly permitted by this Agreement; provided, that, in each of the above situations in this Section 12.3.1(d), the Receiving Party shall remain responsible for any failure by any Person who receives Confidential Information from such Receiving Party pursuant to this Section 12.3.1(d) to treat such Confidential Information as required under this Article 12; and

(e) disclosure of any pharmacovigilance information originating from a Party its Affiliates, or the other Party to Regulatory Authorities, investigators, ethical committees and internal review boards, and any other Third Parties that have a need to know such information according to each Party's risk management and adverse event reporting policies and requirements.

12.3.2 Terms of Disclosure. If and whenever any Confidential Information is disclosed in accordance with this Section 12.3, such disclosure shall not cause any such information to cease to be Confidential Information, except to the extent that such disclosure results in a public disclosure of such information other than by breach of this Agreement. Subject to Section 12.6, the Receiving Party will notify the Disclosing Party of the Receiving Party's intent to make any disclosures pursuant to Section 12.3.1(a) sufficiently prior to making such disclosure so as to allow the Disclosing Party adequate time to take whatever action it may deem appropriate to protect the confidentiality of the information, and the Receiving Party will provide reasonable assistance to the Disclosing Party with respect thereto; provided that, in such event, the Receiving Party will use reasonable measures to ensure confidential treatment of such information and will only disclose such Confidential Information of the Disclosing Party as is necessary for the purposes of Section 12.3.1(a).

12.4 Terms of this Agreement. The Parties agree that this Agreement shall be deemed to be Confidential Information of both BeiGene and Novartis, and each Party agrees not to disclose this Agreement or any terms hereof without obtaining the prior written consent of the other Party; provided, that each Party may disclose this Agreement or any terms hereof in accordance with the provisions of Sections 12.3 or 12.5, as applicable.

12.5 Securities Filings; Disclosure under Applicable Law. Each Party acknowledges and agrees that the other Party may submit this Agreement to, or file this Agreement with, the Securities Regulators or to other Persons as may be required by Applicable Law, and if a Party submits this Agreement to, or files this Agreement with, any Securities Regulator or other Person as may be required by Applicable Law, such Party agrees to consult with the other Party with respect to the preparation and submission of a confidential treatment request for this Agreement. Notwithstanding the foregoing, if a Party is required by any Securities Regulator or other Person as may be required by Applicable Law to make a disclosure of the terms of this Agreement in a filing or other submission as required by such Securities Regulator or such other Person, and such Party has: (a) provided copies of the disclosure to the other Party reasonably in advance under the circumstances of such filing or other disclosure; (b) promptly notified the other Party in writing of such requirement and any respective timing constraints; and (c) given the other Party reasonable time under the circumstances from the date of provision of a copy of such disclosure to comment upon and request confidential treatment for such disclosure, then

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such Party shall have the right to make such disclosure at the time and in the manner reasonably determined by its counsel to be required by the Securities Regulator or the other Person. Notwithstanding the foregoing, if a Party seeks to make a disclosure as required by a Securities Regulator or other Person as may be required by Applicable Law as set forth in this Section 12.5 and the other Party provides comments in accordance with this Section 12.5, the Party seeking to make such disclosure or its counsel, as the case may be, shall use good-faith efforts to consider the incorporation of such comments.

12.6 Publicity.

12.6.1 Press Releases; Publications; Public Statements.

(a) Press Release. The Parties agree to issue press releases in the forms attached hereto as Exhibit C-1 (Novartis) and Exhibit C-2 (BeiGene) promptly after execution of this Agreement. In all other cases, subject to this Section 12.6.1, each Party agrees not to, and agrees to cause its Affiliates not to, issue any press release or other public statement disclosing the activities hereunder, or the transactions contemplated hereby, unless such press release or other public statement is approved by the other Party in writing. For any press releases made by a Party, the Party issuing the press release shall provide the other Party with a copy of the press release for review and comment at least […***…] before the proposed release. Notwithstanding the foregoing, each Party will be authorized to make any disclosure, without the approval of the other Party, that is required by Applicable Law (including the U.S. Securities Act of 1933, as amended, and the U.S. Securities Exchange Act of 1934, as amended) or the rules of any Securities Regulator, or by judicial process, subject to and in accordance with Section 12.5.

(b) Additional Restrictions on Public Disclosure. Without limiting any other restrictions on disclosure set forth in this Article 12, with respect to any press release or other public statement proposed to be made by a Party, including a filing contemplated by Section 12.5, if a press release or public statement discloses any information with respect to the development of a Licensed Compound or Licensed Product, including any information related to Clinical Trials with respect thereto, such press release or other public statement may not be issued without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, except, for such disclosures by a Party as required by Applicable Law (solely and to the extent such Party's counsel determines such disclosure is required to be disclosed by Applicable Law); provided, that, in such case the disclosing Party will use reasonable efforts to afford the other Party a reasonable period of time (not less than […***…]) to review any such disclosure and any comments made by the other Party will be incorporated in good faith. In the event a Party proposes that the disclosing Party use specific wording or language with respect thereto, the disclosing Party will either incorporate such wording or

language or provide a reasoned explanation of why it disagrees with the proposed wording or language.

(c) Previously Issued Public Statements. The contents of any press release or other public statement that has been reviewed and approved by a reviewing Party may be re-released by such reviewing Party or publishing Party without a requirement for re-approval.

12.7 Publication of Results.

12.7.1 Prior to the License Effective Date. During the period between the Execution Date and the License Effective Date, neither Novartis nor its Affiliates may make any publications or presentations with respect to the results of the conduct of the Novartis–Initiated Trials without prior consultation with BeiGene.

12.7.2 Publications Committee. Neither Party nor its Affiliates nor Sublicensees may make any publications or presentations with respect to the results of the Development of the Licensed Compound or Licensed Products on and after the License Effective Date, including the results of the conduct of the Novartis–Initiated Trial, without prior consultation with the other Party via a publications committee (the "Publications Committee") to be nominated by the JSC promptly after formation of the JSC. The Publications Committee will discuss and issue a joint publications charter (the "Publications Charter") to set out the ground rules and procedures for review of all such publications, with the objective of protecting each Party's Confidential Information and providing at least […***…] prior written notice for patent prosecution prior to publication, while facilitating publication activities by the Parties as are customary for companies that develop and commercialize proprietary therapeutic products.

12.7.3 Presentations at Scientific Meetings. Unless otherwise set forth in the Publications Charter, on and after the License Effective Date, with at least […***…] prior notice to the other Party, each Party may present findings with respect to the Licensed Product at symposia and other

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meetings of healthcare professionals, and congresses, conferences or meetings organized by a professional society or organization (any such occasion, a "Scientific Meeting"); provided, that, unless otherwise agreed by the Parties, that (a) the Party presenting at any such Scientific Meeting shall have complied with the Publications Charter with respect to such presentation, and, with respect to any such Scientific Meeting at which a Party is presenting, such presenting Party shall inform the other Party of such Scientific Meeting and where invitation is required, invite the other Party to attend such Scientific Meeting; and (b) a Party shall not organize or sponsor any satellite symposia in a country outside its territory without the other Party's prior written consent, not to be unreasonably withheld.

12.7.4 Publication in Medical Journals. Unless otherwise set forth in the Publications Charter, on and after the License Effective Date, each Party with at least […***…] prior notice to the other Party may publish in medical or scientific journals ("Medical Journals") articles and papers, including primary reports of clinical data, secondary or pooled analyses, and review papers concerning the Licensed Product which have been prepared by or on behalf of such Party, for publication in the Novartis Territory or in the BeiGene Territory and related to studies conducted after the License Effective Date concerning the Licensed Product (each a "Scientific Paper"); provided, that, the Party proposing to publish such Scientific Paper shall have complied with the Publications Charter with respect to such Scientific Paper.

12.7.5 Disclosure of Clinical Data. Unless otherwise set forth in the Publications Charter, on and after the License Effective Date, each Party may disclose any Clinical Data generated by such Party concerning the Licensed Product in clinical trial registries; provided, that, the Party proposing to make such disclosure shall have provided the other Party with at least

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[…***…] notice to the other Party prior to such disclosure, a detailed description of the proposed disclosure and shall have, in good faith, considered the comments made by the other Party.

12.7.6 Scientific Papers. On and after the License Effective Date, each Party, through the Publications Committee, shall provide to the other, with at least […***…] notice to the other Party prior to submission of any Scientific Paper primarily related to the use of a Licensed Product as a monotherapy (a "Monotherapy Scientific Paper") to a Medical Journal, a draft of such Scientific Paper. Commencing with the receipt of such draft Monotherapy Scientific Paper, the receiving Party shall have […***…] to notify the sending Party of its observations and suggestions with respect thereto; it being understood that, during such […***…] period, no submission for publication thereof shall take place and the Parties shall discuss these suggestions if requested by either Party. The Party proposing to publish such Monotherapy Scientific Paper shall, in good faith, consider the comments made by the other Party, and will not publish if disclosure would be prejudicial to the other Party's opportunity to obtain any patent rights. On and after the License Effective Date, neither Party will publish or present any Confidential Information of the other Party (whether in a Monotherapy Scientific Paper or otherwise) without such other Party's prior written consent, not to be unreasonably withheld or delayed. The sending Party shall provide to the receiving Party copies of any final Scientific Paper (including any Scientific Paper that is not a Monotherapy Scientific Paper) accepted by a Medical Journal, not less than […***…] or as soon as practicable prior to the planned publication thereof (upon availability and distribution of such information).

12.7.7 Abstracts and Posters. On and after the License Effective Date, each Party shall provide to the other, at least […***…] prior to submission or presentation, as the case may be, copies of (a) all abstracts that will be submitted to any Scientific Meeting in the Novartis Territory or in the BeiGene Territory, as the case may be, and (b) all posters and other materials (such as slides) that will be presented at such Scientific Meeting, in each case, related to the use of a Licensed Product as a monotherapy, which have been prepared by or on behalf of one of the Parties, for submission or presentation outside or in the Territory. Commencing with the receipt of any such abstract or poster or oral presentation materials the receiving Party shall have […***…] to inform the sending Party of its observations and suggestions with respect thereto; it being understood that, during such […***…] period, no submission or presentation thereof shall take place and the Parties shall discuss these suggestions, if requested by either Party. The Party proposing to publish such an abstract or make such a presentation shall, in good faith, consider the comments made by the other Party, particularly if disclosure may be prejudicial to the other Party's opportunity to obtain any patent rights. A Party will not submit in any abstract or present in any poster, other written materials or oral presentation any Confidential Information of the other Party without such other Party's prior written consent. The sending Party shall provide to the receiving Party copies of all final abstracts as submitted and all final posters to be presented no later than […***…] after submission or presentation.

12.8 Use of Names. Except as otherwise expressly set forth herein, neither Party (or any of its respective Affiliates) shall use the name, trademark, trade name, or logo of the other Party or any of its Affiliates, or its or their respective employees, in any publicity, promotion, news release,

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or other public disclosure relating to this Agreement or its subject matter, without first obtaining the prior written consent of the other Party; provided, that, such consent shall not be required to the extent use thereof may be required by Applicable Law, including the rules of any securities exchange or market on which a Party's or its Affiliate's securities are listed or traded.

12.9 Relationship to Existing Confidentiality Agreement. This Agreement supersedes the Prior CDA; provided, that, all "Confidential Information" disclosed by the "Disclosing Party" thereunder will be deemed Confidential Information of the Disclosing Party hereunder

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and will be subject to the terms and conditions of this Agreement and the "Receiving Party" will be bound by and obligated to comply with such terms and conditions as if they were the Receiving Party hereunder. The foregoing will not be interpreted as a waiver of any remedies available to the "Disclosing Party" as a result of any breach, prior to the Execution Date, by the "Receiving Party", of its obligations pursuant to the Prior CDA.

ARTICLE 13
REPRESENTATIONS AND WARRANTIES; COVENANTS

13.1 Representations and Warranties of Each Party. Each Party hereby represents and warrants to the other Party, as of the Execution Date and, subject to Section 13.4 the License Effective Date, that:

(a) such Party is duly organized, validly existing, and in good standing under the Applicable Law of the jurisdiction of its formation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) such Party has taken all necessary corporate action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;

(c) this Agreement has been duly executed and delivered on behalf of such Party and constitutes a legal, valid, and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforcement of the rights and remedies created hereby is subject to: (i) bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general application affecting the rights and remedies of creditors; or (ii) laws governing specific performance, injunctive relief, and other equitable remedies;

(d) the execution, delivery, and performance of this Agreement by such Party does not breach or conflict with any agreement or any provision thereof, or any instrument or understanding, oral or written, to which such Party (or any of its Affiliates) is a party or by which such Party (or any of its Affiliates) is bound, nor violate any Applicable Law of any Governmental Authority having jurisdiction over such Party (or any of its Affiliates);

(e) no government authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, under any Applicable Law currently in effect, is or shall be necessary for, or in connection with, the transactions contemplated by this Agreement, or for the performance by it of its obligations under this Agreement, except: (i) as may be required to conduct Clinical Trials or to seek or obtain Regulatory Approvals or applicable Regulatory Materials; or (ii) as set forth in Article 11; and

(f) it has obtained all necessary authorizations, consents, and approvals of any Third Party that is required to be obtained by it for, or in connection with, the transactions contemplated by this Agreement, or for the performance by it of its obligations under this Agreement, except: (i) as may be required to conduct Clinical Trials or to seek or obtain Regulatory Approvals or applicable Regulatory Materials; or (ii) as set forth in Article 11.

13.2 Representations and Warranties of BeiGene. BeiGene hereby represents and warrants to Novartis, as of the Execution Date and, subject to Section 13.4, the License Effective Date, that:

(a) Schedule 1.14 sets forth a complete and accurate list of all BeiGene Patents.

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(b) BeiGene has Prosecuted and Maintained each of the BeiGene Patents set forth on Schedule 1.14 in good faith and complied with all duties of disclosure with respect thereto, and, to BeiGene's Knowledge, BeiGene has submitted all material prior art with respect to the BeiGene Patents to the appropriate patent authority in each jurisdiction;

(c) All BeiGene Patents (i) are subsisting and, to BeiGene's Knowledge, are not invalid or unenforceable, in whole or in part, (ii) are being diligently prosecuted in the respective patent offices in accordance with Applicable Law, and (iii) have been filed and maintained properly and correctly and all applicable fees have been paid on or before the due date for payment. No claim has been issued or served, and BeiGene has not received any written threat of a claim or litigation made by any Person, against BeiGene or any of its Affiliates that alleges that any BeiGene Patent is invalid or unenforceable.

(d) BeiGene has the full right and authority to grant all of the rights and licenses granted to Novartis (or purported to be granted to Novartis) hereunder, and neither BeiGene nor its Affiliates have granted any right or license to any Third Party relating to any of the BeiGene IP that would conflict with or limit the scope of any of the rights or licenses granted to Novartis hereunder.

(e) Except as set forth on Schedule 1.14, BeiGene or its Affiliate is the sole and exclusive owner of BeiGene Patents. Neither BeiGene nor any of its Affiliates has granted any mortgage, pledge, claim, security interest, lien, or other charge of any kind on the BeiGene IP, and the BeiGene IP is free and clear of any mortgage, pledge, claim, security interest, lien, or charge of any kind.

(f) (i) BeiGene and its Affiliates have obtained from all individuals who participated in any respect in the invention or authorship of any BeiGene IP effective assignments of all ownership rights of such individuals in such BeiGene IP, either pursuant to written agreement or by operation of law and (ii) no Person who claims to be an inventor of an invention claimed in a BeiGene Patent is not identified as an inventor of such invention in the filed patent documents for such BeiGene Patent.

(g) Neither BeiGene nor its Affiliates have received any written notice of any claim that any Patent or Know-How (including any trade secret right) owned or controlled by a Third Party would be infringed or misappropriated by the Development, Manufacture, or Commercialization of, or the conduct of Medical Affairs Activities with respect to, the Licensed Products.

(h) Except (i) with respect to published Patents or published Patent applications, as disclosed orally by BeiGene's patent counsel to Novartis's patent counsel, or (ii) with respect to published Patents or published Patent applications, as expressly identified in BeiGene's public filings under United States securities laws (the "Disclosed Patents"), to BeiGene's Knowledge, the Development and Manufacture of the Licensed Compound, as conducted by or on behalf of BeiGene or its Affiliates, has not violated, infringed, or misappropriated any intellectual property or proprietary right of any Third Party.

(i) There are no claims, judgments, settlements, litigations, suits, actions, disputes, arbitration, judicial, or legal, administrative or other proceedings, or governmental investigations pending or, to BeiGene's Knowledge, threatened against BeiGene or its Affiliates which could reasonably be expected to adversely affect or restrict the ability of BeiGene to consummate or perform the transactions contemplated under this Agreement, or which would affect the BeiGene IP or BeiGene's Control thereof, the Licensed Compound or the Licensed Product.

(j) Neither BeiGene nor any of its Affiliates has made a claim against a Third Party alleging that a Third Party is violating or has violated, is infringing or has infringed, or is misappropriating or has misappropriated any BeiGene IP, and, to the Knowledge of BeiGene, no BeiGene IP is being violated, infringed, or misappropriated by any Third Party.

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(k) Neither BeiGene nor any of its Affiliates has employed, or otherwise used in any capacity, the services of any Person suspended, proposed for debarment, or debarred under United States law, including under 21 U.S.C. § 335a, or any foreign equivalent thereof, with respect to the Licensed Product. All Development and Manufacturing activities (including non-clinical studies and Clinical Trials) related to the Licensed Product conducted by or on behalf of BeiGene or its Affiliates have been conducted in accordance with all Applicable Law (including, to the extent applicable, GCP, GLP, and GMP).

(l) BeiGene has disclosed or made available to Novartis: (i) all material correspondence sent to or received from any Regulatory Authority; and (ii) any material information and data in the possession or control of BeiGene or its Affiliates, in each case, related to the Licensed Compound.

(m) No funding, facilities, or personnel of any Governmental Authority or any public or private educational or research institutions were used to develop or create any BeiGene IP, and neither BeiGene nor any of its Affiliates has entered into a government funding relationship that would result in rights to the Licensed Product residing in the U.S. Government, the National Institutes of Health, the National Institute for Drug Abuse, or other agency, and the licenses granted hereunder are not subject to overriding obligations to the U.S. Government as set forth in Public Law 96-517 (35 U.S.C. §§ 200-204), or any similar obligations under the laws of any other country in the Novartis Territory.

(n) To BeiGene's Knowledge, there exists no Know-How or Materials owned, controlled or possessed by any Third Party that BeiGene does not Control and that is necessary, as of the Execution Date, or that will be necessary, as of the License Effective Date, for BeiGene's or Novartis' performance of its obligations pursuant to Sections 7.3(a) or 7.4 hereof or pursuant to the terms of the Supply Agreement that are set forth in Schedule 7.3(a) hereto.

(o) All Development and Manufacturing operations conducted by or for the benefit of BeiGene and its Affiliates, with respect to the Licensed Compound and the Licensed Product, have been and are being conducted in all material respects in compliance with all Applicable Laws. BeiGene's Guangzhou facility utilized for the supply of ociperlimab for Novartis' use in Clinical Trials as contemplated by this Agreement, has received approval from the appropriate Regulatory Authorities to manufacture ociperlimab.

13.3 Representations and Warranties of Novartis. Novartis hereby represents and warrants to BeiGene, as of the Execution Date and, subject to Section 13.4, the License Effective Date, that it has received no notice of any claims, judgments, settlements, litigations, suits, actions, disputes, arbitration, judicial, or legal, administrative, or other proceedings or governmental investigations pending or, to the knowledge of Novartis, none of the foregoing is threatened against Novartis which would reasonably be expected to adversely affect or restrict the ability of Novartis to consummate or perform the transactions contemplated under this Agreement.

13.4 License Effective Date Disclosure Letters. At least […***…] prior to the anticipated License Effective Date, each Party shall provide the other Party a draft letter (i) disclosing any exceptions or modifications that the disclosing Party deems necessary in order to ensure that such Party's representations and warranties set forth in Sections 13.1, 13.2 or 13.3, as

applicable, are true and correct in all material respects as of the License Effective Date and (ii) providing any updates to the Schedules that are necessary to ensure that such Schedules are true and correct in all material respects as of the License Effective Date (a "Disclosure Letter"). The receiving Party shall have an opportunity to review and discuss the disclosures set forth on the disclosing Party's Disclosure Letter with the disclosing Party and the Parties shall work in good faith to address any material issues resulting therefrom. On the License Effective Date, each Party shall deliver to the other Party in writing a final copy of such Party's Disclosure Letter, signed by an authorized representative of the disclosing Party, and each Party's representations and warranties set forth in Sections 13.1, 13.2 or 13.3, as applicable, shall be deemed made as of the License Effective Date subject to such Party's Disclosure Letter.

13.5 Covenants.

13.5.1 Mutual Covenants. Each Party hereby covenants to the other Party on and after the Execution Date that: (a) all employees of such Party or its Affiliates or Third Party subcontractors working under this Agreement will be under appropriate confidentiality provisions at least as protective as those contained in this Agreement and, to the extent permitted under Applicable Law, the obligation to assign all right, title and interest in and to their inventions and discoveries, whether or not patentable, to such Party as the sole owner thereof; (b) to its knowledge, such Party will not (i)

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employ or use, nor hire or use any contractor or consultant that employs or uses, any individual or entity, including a clinical investigator, institution or institutional review board, debarred or disqualified by the FDA (or subject to a similar sanction by any Regulatory Authority outside the United States) or (ii) employ any individual who or entity that is the subject of an FDA debarment investigation or proceeding (or similar proceeding by any Regulatory Authority outside the United States); (c) such Party shall pay any inventor of a Joint Invention that is directly or indirectly employed or engaged as a consultant by such Party or its Affiliates or Sublicensees to perform activities under this Agreement any and all payments owing by such Party or any of its Affiliates to any such inventor that is required in connection with the creation or exploitation of or transfer of rights to such Joint Invention; and (d) such Party and its Affiliates shall perform its activities pursuant to this Agreement in compliance (and shall ensure compliance by any of its subcontractors) in all material respects with all Applicable Law, including GCP, GLP and cGMP as applicable and with respect to the conduct of research, Development, Manufacturing and Commercialization activities or the conduct of Medical Affairs Activities contemplated hereunder.

13.5.2 Additional Covenants of BeiGene.

(a) BeiGene shall not, and shall cause its Affiliates not to, on and after the License Effective Date: (i) grant any license or other interest to any Third Party under the BeiGene Patents or BeiGene Know-How that is inconsistent with the licenses granted to Novartis hereunder; or (ii) incur or permit to exist any lien, security interest or other encumbrance, other than licenses entered into in the ordinary course of business, on the BeiGene Patents or BeiGene Know-How unless, in each case, such lien, security interest or other encumbrance is subject to the terms of this Agreement (including Novartis' licenses hereunder).

(b) BeiGene shall, and shall cause its Affiliates to, on and after the License Effective Date, use reasonable precautions to preserve the confidentiality of the BeiGene Know-How.

(c) On and after the License Effective Date, BeiGene shall make any and all payments owing by BeiGene or any of its Affiliates to any inventor of any BeiGene Know-How or BeiGene Patents (other than Joint Inventions and Joint Patents) owned by BeiGene or such Affiliate that is required in connection with the creation or exploitation of or transfer of rights to such BeiGene Know-How or BeiGene Patents;

(d) On and after the License Effective Date, BeiGene shall provide Novartis with a list from time to time that reflects any Patents that become BeiGene Patents during the Term.

13.6 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED (AND EACH PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES NOT EXPRESSLY PROVIDED IN THIS AGREEMENT), INCLUDING WITH RESPECT TO ANY PATENTS OR KNOW-HOW, INCLUDING WARRANTIES OF VALIDITY OR ENFORCEABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, PERFORMANCE, AND NON-INFRINGEMENT OF ANY THIRD PARTY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT. WITHOUT LIMITING THE FOREGOING, THE PARTIES AGREE THAT THE MILESTONE EVENTS, ROYALTY TIERS AND NET SALES LEVELS SET FORTH IN THIS AGREEMENT OR THAT HAVE OTHERWISE BEEN DISCUSSED BY THE PARTIES ARE MERELY INTENDED TO DEFINE THE MILESTONE PAYMENTS, AND ROYALTY OBLIGATIONS IF SUCH MILESTONE EVENTS OR NET SALES LEVELS ARE ACHIEVED. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, THAT IT WILL BE ABLE TO SUCCESSFULLY DEVELOP, MANUFACTURE, OR COMMERCIALIZE ANY LICENSED PRODUCT OR, IF COMMERCIALIZED, THAT ANY PARTICULAR SALES LEVEL OF SUCH LICENSED PRODUCT WILL BE ACHIEVED.

ARTICLE 14
INDEMNIFICATION; INSURANCE

14.1 Indemnification by Novartis. Novartis shall indemnify, defend, and hold harmless BeiGene, its Affiliates, and its and their respective directors, officers, employees, agents, successors, and assigns (collectively, the "BeiGene Indemnitees") from and against any and all Damages to the extent arising out of or relating to, directly or indirectly, any Third Party Claim based upon:

(a) the Development, Manufacture, or Commercialization of, and the conduct of Medical Affairs Activities with respect to, the Licensed Compound and/or the Licensed Product in the Field in the Novartis Territory by Novartis, its Affiliates, or its Sublicensees on and after the License Effective Date;

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(b) the conduct by Novartis of (i) the Novartis-Initiated Trials, (ii) any New Registrational Clinical Trial for which Novartis is the Sponsoring Party and (iii) any Unilateral Studies;

(c) the conduct by Novartis of any Permitted Combination Studies;

(d) the gross negligence or willful misconduct of Novartis or its Affiliates or Sublicensees or its or their respective directors, officers, employees, or agents, in connection with Novartis's performance of its obligations under this Agreement; or

(e) any material breach by Novartis of any of its representations, warranties, covenants, agreements, or obligations under this Agreement;

provided, that, in each case ((a)-(c)), such indemnity shall not apply to the extent BeiGene has an indemnification obligation pursuant to Sections 14.2(a), 14.2(b), or 14.2(c) for such Damages.

14.2 Indemnification by BeiGene. BeiGene shall indemnify and hold harmless Novartis, its Affiliates, and its and their respective directors, officers, employees, agents, successors, and assigns (collectively, the "Novartis Indemnitees"), from and against any and all Damages to the extent arising out of or relating to, directly or indirectly, any Third Party Claim based upon:

(a) the conduct by or on behalf of BeiGene of (i) the Initial Global Studies (other than the Novartis-Initiated Trials), (ii) any New Registrational Clinical Trial and New Other Clinical Trial for which BeiGene is the Sponsoring Party, (iii) the Excluded Studies and (iv) any Unilateral Studies;

(b) the Development, Manufacture, or Commercialization of, and the conduct of Medical Affairs Activities with respect to, the Licensed Compound and/or the Licensed Product in the Field in the BeiGene Territory by BeiGene, its Affiliates, or its sublicensees;

(c) the conduct by BeiGene of any Permitted Combination Studies;

(d) the conduct by BeiGene of any Permitted Commercialization Activities in the Novartis Territory;

(e) the gross negligence or willful misconduct of BeiGene or its Affiliates or its or their respective directors, officers, employees, or agents, in connection with BeiGene's performance of its obligations under this Agreement; or

(f) any material breach by BeiGene of any of its representations, warranties, covenants, agreements, or obligations under this Agreement;

provided, that, in each case ((a)-(d)), such indemnity shall not apply to the extent Novartis has an indemnification obligation pursuant to Sections 14.1(a), 14.1(b), 14.1(c) or for such Damages.

14.3 Procedure.

14.3.1 If a Party is seeking indemnification under Section 14.1 or Section 14.2, as applicable (the "Indemnitee"), it shall inform the other Party (the "Indemnitor") of the claim giving rise to the obligation to indemnify pursuant to Section 14.1 or Section 14.2, as applicable, as soon as reasonably practicable after receiving notice of the claim (an "Indemnification Claim Notice"); provided, that, any delay or failure to provide such notice shall not constitute a waiver or release of, or otherwise limit, the Indemnitee's rights to indemnification under Section 14.1 or Section 14.2, as applicable, except to the extent that such delay or failure materially prejudices the Indemnitor's ability to defend against the relevant claims.

14.3.2 The Indemnitor shall have the right, upon written notice given to the Indemnitee within […***…] after receipt of the Indemnification Claim Notice, to assume the defense of any such claim for which the Indemnitee is seeking indemnification pursuant to Section 14.1 or Section 14.2, as applicable. The Indemnitee shall cooperate with the Indemnitor and the Indemnitor's insurer as the Indemnitor may reasonably request, and at the Indemnitor's cost and expense. The Indemnitee shall have the right to participate, at its own expense and with counsel of its choice, in the defense of any claim or suit that has been assumed by the Indemnitor.

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14.3.3. The Indemnitor shall not settle any claim without first obtaining the prior written consent of the Indemnitee, not to be unreasonably withheld, conditioned, or delayed; provided, that, the Indemnitor shall not be required to obtain such consent if the settlement: (a)

involves only the payment of money and shall not result in the Indemnitee (or other BeiGene Indemnitees or Novartis Indemnitees, as applicable) becoming subject to injunctive or other similar type of relief; (b) does not require an admission by the Indemnitee (or other BeiGene Indemnitees or Novartis Indemnitees, as applicable); and (c) does not adversely affect the rights or licenses granted to the Indemnitee (or its Affiliate) under this Agreement. The Indemnitee shall not settle or compromise any such claim without first obtaining the prior written consent of the Indemnitor.

14.3.4 If the Parties cannot agree as to the application of Section 14.1 or Section 14.2, as applicable, to any claim, pending the resolution of the dispute pursuant to Section 16.7, the Parties may conduct separate defenses of such claims, with each Party retaining the right to claim indemnification from the other Party in accordance with Section 14.1 or Section 14.2, as applicable, upon resolution of the underlying claim. In each case, the Indemnitee shall reasonably cooperate with the Indemnitor and shall make available to the Indemnitor all pertinent information under the control of the Indemnitee, which information shall be subject to Article 12.

14.4 Insurance. On and after the License Effective Date and for a period of […***…] thereafter, each Party shall maintain, at its cost, a program of insurance (or self-insurance) against liability and other risks associated with its activities and obligations under this Agreement (including with respect to its Clinical Trials), and its indemnification obligations hereunder, in such amounts, subject to such deductibles and on such terms as are customary for such Party for the activities to be conducted by it under this Agreement. Such insurance shall not be construed to create a limit on either Party's liability with respect to its indemnification obligations under this Article 14, or otherwise.

14.5 LIMITATION OF LIABILITY. NEITHER PARTY NOR ANY OF THEIR RESPECTIVE AFFILIATES, WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS OR LOST REVENUES), WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), INDEMNITY, CONTRIBUTION, OR OTHERWISE, AND IRRESPECTIVE OF WHETHER THAT PARTY OR ANY REPRESENTATIVE OF THAT PARTY HAS BEEN ADVISED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF, ANY SUCH LOSS OR DAMAGE. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 14.5 IS INTENDED TO OR SHALL LIMIT OR RESTRICT: (A) THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER SECTIONS 14.1 OR 14.2, AS APPLICABLE, IN CONNECTION WITH ANY THIRD PARTY CLAIMS; (B) THE LIABILITY OF EITHER PARTY FOR BREACH OF ITS EXCLUSIVITY OBLIGATIONS UNDER SECTION 9.8;OR (C) DAMAGES AVAILABLE FOR A PARTY'S GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER Article 12.

ARTICLE 15
TERM AND TERMINATION

15.1 Term; Expiration.

15.1.1 Term. Except for the terms and conditions of Section 3.1, Article 11, Article 12, and Article 13 and all other provisions of this Agreement that contemplate effectiveness or performance prior to the License Effective Date (all of which shall become effective on the Execution Date), this Agreement shall become effective on the License Effective

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Date. Unless earlier terminated in accordance with this Article 15, this Agreement shall remain in effect until it expires as follows (the "Term"):

(a) on a country-by-country basis, this Agreement shall expire on the date of the expiration of the Royalty Term with respect to the Licensed Product in such country; and

(b) this Agreement shall expire in its entirety upon the expiration of all applicable Royalty Terms under this Agreement with respect to the Licensed Product in all countries in the Novartis Territory.

15.1.2 Effect of Expiration. Upon the expiration of the Term pursuant to Section 15.1.1, the following terms shall apply:

(a) Licenses after Licensed Product Expiration. Upon the expiration of the Term with respect to the Licensed Product in a given country pursuant to Section 15.1.1(a), the licenses set forth in Section 9.3 with respect to the Licensed Product in such country shall become fully paid-up, perpetual, irrevocable and royalty-free.

(b) Licenses after Expiration of Agreement. Upon the expiration of the Term with respect to this Agreement in its entirety pursuant to Section 15.1.1(b), the licenses set forth in Section 9.3 with respect to all Licensed Products in all countries in the Novartis Territory shall become fully paid-up, perpetual, irrevocable, and royalty-free.

15.2 Termination or Expiration of Option.

15.2.1 Termination of Option. Either Party may terminate this Agreement in its entirety effective immediately upon written notice to the other Party if the Option terminates or expires pursuant to Section 9.2.

15.2.2 Expiration of HSR Waiting Period. Either Party may terminate this Agreement in its entirety effective immediately upon written notice to the other Party in the event that the License Effective Date has not occurred within […***…] after the HSR Filing Date (the "HSR Long-Stop Date"); provided, that, either Party may, in its sole discretion, and upon written notice to the other Party dated no later than […***…] prior to the HSR Long-Stop Date (or last day of the first extension thereof), extend the HSR Long-Stop Date for up to […***…].

15.3 Termination for Material Breach.

15.3.1 Material Breach. This Agreement may be terminated in its entirety by a Party for the material breach by the other Party of this Agreement; provided, that, the breaching Party has not cured such breach within […***…] (or […***…] for failure to make payment) after the date of written notice to the breaching Party of such breach (the "Cure Period"), which notice shall describe such breach in reasonable detail and shall state the non-breaching Party's intention to terminate this Agreement. Notwithstanding the foregoing, if such material breach, by its nature cannot be cured within the foregoing cure period or is incurable, but the consequences of such breach can be reasonably alleviated but not within the foregoing Cure Period, then such cure period shall be extended if, prior to the end of the initial […***…] Cure Period, the non-terminating Party provides a reasonable written plan for curing or reasonably alleviating the consequences of such material breach and thereafter uses Commercially Reasonable Efforts to cure or alleviate such material breach in accordance with such written plan. Notwithstanding the foregoing, in no event shall such Cure Period extend for more than

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[…***…] after the breaching Party provides such written plan to the other Party, subject to Section 15.3.2.

15.3.2 Disagreement as to Material Breach. Notwithstanding Section 15.3.1, if the Parties in good faith disagree as to whether there has been a material breach of this Agreement, then: (a) the Party that disputes whether there has been a material breach may contest the allegation by referring such matter, within […***…] following its receipt of notice of alleged material breach, for resolution in accordance with Section 16.7.2; (b) the relevant Cure Period with respect to such alleged material breach shall be tolled from the date on which the Party that disputes whether there has been a material breach notifies the other Party of such dispute and through the resolution of such dispute in accordance with the applicable provisions of this Agreement; and (c) during the pendency of such dispute, all of the terms and conditions of this Agreement shall remain in effect and the Parties shall continue to perform all of their respective obligations hereunder.

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15.4 Termination at Will. Novartis may terminate this Agreement at will, in its sole discretion, in its entirety at any time during the Term upon […***…] prior written notice to BeiGene, to the extent the notice of termination is delivered prior to the date of First Commercial Sale of the Licensed Product and upon […***…] prior written notice to BeiGene, to the extent the notice of termination is delivered on and after the date of First Commercial Sale of the Licensed Product.

15.5 Termination for Challenge. Except to the extent the following is unenforceable under the Applicable Law of a particular jurisdiction where a patent application within the BeiGene Patents is pending or a patent within the BeiGene Patents issued, BeiGene may terminate this Agreement in its entirety upon written notice if Novartis or any of its Affiliates, Sublicensees or distributors Challenges any BeiGene Patents or Assists a Third Party in initiating a Challenge of any BeiGene Patents. For the sake of clarity, compliance with orders from a Governmental Authority shall not be deemed a Challenge of, or Assisting a Third Party to Challenge, any BeiGene Patent.

15.6 Termination for Bankruptcy.

15.6.1 Insolvency Event. If either Party makes a general assignment for the benefit of, or an arrangement or composition generally with, its creditors, appoints or suffers appointment of an examiner or of a receiver or trustee over all or substantially all of its property, passes a resolution for its winding up, or files a petition under any bankruptcy or insolvency act or law or has any such petition filed against it which is not dismissed, discharged, bonded, or stayed within […***…] after the filing thereof (each, an "Insolvency Event"), the other Party may terminate this Agreement in its entirety, effective immediately upon written notice to such Party.

15.6.2 Rights Upon Occurrence of Insolvency Event. If this Agreement is terminated due to the rejection of this Agreement by or on behalf of BeiGene due to an Insolvency Event, all licenses and rights to licenses granted under or pursuant to this Agreement by BeiGene to Novartis are and shall otherwise be deemed to be licenses of rights to "intellectual property." The Parties agree that Novartis, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under any applicable insolvency statute, and that upon commencement of an Insolvency Event by or against BeiGene, Novartis shall be entitled to a complete duplicate of or complete access to (as Novartis deems appropriate) any such intellectual property and all embodiments of such intellectual property. Such intellectual property and all embodiments thereof shall be promptly delivered to Novartis: (a) upon any such commencement of a bankruptcy proceeding (or other Insolvency Event) upon written request therefore by Novartis, unless BeiGene elects to continue to perform all of its

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obligations under this Agreement; or (b) if not delivered pursuant to (a) above, upon the rejection of this Agreement by or on behalf of BeiGene, then upon written request therefore by Novartis. The provisions of this Section 15.6.2 shall be: (i) without prejudice to any rights Novartis may have arising under any applicable insolvency statute or other Applicable Law; and (ii) effective only to the extent permitted by Applicable Law.

15.7 Effects of Termination.

15.7.1 Termination of Option by Either Party. Upon termination of this Agreement by either Party pursuant to Section 15.2, all rights and licenses granted by BeiGene to Novartis under this Agreement shall terminate.

15.7.2 Termination by Novartis for Convenience or by BeiGene for Material Breach or Bankruptcy, or by BeiGene for Challenge. Upon termination of this Agreement: (a) by Novartis, in accordance with Section 15.4 or (b) by BeiGene, in accordance with Section 15.2, Section 15.5 or Section 15.6:

(a) all rights and licenses granted by BeiGene to Novartis shall terminate and Novartis shall not have any rights to use or exercise any rights under the BeiGene IP;

(b) Novartis shall be released from its Development, Manufacturing, and Commercialization obligations and/or its obligations to conduct Medical Affairs Activities under this Agreement, including pursuant to Section 3.6;

(c) upon BeiGene's request, which will be provided within […***…] of the date of issuance of the notice of termination, the Parties will agree and implement a plan for the orderly transition of Development and Commercialization activities and Medical Affairs Activities in the

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Novartis Territory from Novartis to BeiGene in a manner consistent with Applicable Law and standards of ethical conduct of human Clinical Trials (each a "Transition Plan") pursuant to which Novartis shall:

(i) promptly transfer and assign to BeiGene all of Novartis's and its Affiliates' rights, title, and interests in and to trademarks (but not any Novartis house marks) owned by Novartis and used solely in connection with the Commercialization of the Licensed Product in the Novartis Territory;

(ii) subject to any limitations pursuant to Applicable Law or Novartis' or its Affiliates' obligations to Third Parties, as soon as reasonably practicable, transfer to BeiGene all Clinical Data Controlled by Novartis or its Affiliates to the extent related to the Licensed Product;

(iii) subject to any limitations pursuant to Applicable Law or Novartis' or its Affiliates' obligations to Third Parties, as soon as reasonably practicable (A) transfer and assign (to the extent permitted) to BeiGene all Regulatory Materials and other documented technical and other information or materials owned and controlled by Novartis or its Affiliates, in each case, to the extent solely related to the Licensed Product and necessary for Developing, Manufacturing, or Commercializing the Licensed Product in the Field in the Novartis Territory; provided, that Novartis may retain a copy of such items for its records; and (B) notify the applicable Regulatory Authorities in the Novartis Territory and take any other actions reasonably necessary to effect the transfer in subsection (A) above, including upon BeiGene's request, providing a right of reference to any Regulatory Filings, or Regulatory Approvals Controlled by Novartis on the effective date of termination, solely to the extent

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necessary for BeiGene to Develop and Commercialize the Licensed Products in the Novartis Territory;

(iv) unless expressly prohibited by any Regulatory Authority or Applicable Law, as soon as reasonably practicable,at BeiGene's cost and expense (A) transfer sponsorship and control to BeiGene of all Clinical Trials of Licensed Product being conducted by Novartis or its Affiliate in the Novartis Territory as of the effective date of termination and (B) continue to conduct such Clinical Trials after the effective date of termination, at BeiGene's sole cost and expense, to enable such transfer to be completed without interruption of any such Clinical Trial for up to […***…] from the effective date of termination, with the cost of the conduct of such Clinical Trials until the completion of transfer being reimbursed by BeiGene;

(v) use Commercially Reasonable Efforts to assign or amend, as appropriate, any agreements with Third Parties which Novartis has in place solely relating to the conduct of Clinical Trials for Licensed Products or the Manufacture of Licensed Products (including agreements with contract manufacturing organizations, contract research organizations, clinical sites and investigators), or, to the extent any such Third Party agreement is not assignable to BeiGene, to cooperate with BeiGene, at BeiGene's request and expense, to arrange to continue to provide such services for a reasonable time after termination and to facilitate BeiGene's entry into a replacement agreement with such Third Party for such services;

(vi) if Novartis is Manufacturing or is having Manufactured Licensed Products and supplying BeiGene with such Licensed Product as of the effective date of termination, continue to Manufacture or have Manufactured and supply BeiGene with its requirements of such Licensed Product at the supply price contemplated by Section 7.3 and in accordance with the terms of the applicable supply agreement between BeiGene and Novartis or its Affiliate; and

(vii) if Novartis is Manufacturing or is having Manufactured Licensed Products or any intermediate of such Licensed Products as of the date of termination, Novartis shall use Commercially Reasonable Efforts to (A) transfer copies of any documents and materials Controlled by Novartis and embodying Novartis Know-How and/or Novartis Patents that are at the time of such termination being used by Novartis or its Third Party manufacturers to Manufacture any Licensed Products, including but not limited to all suppliers, analytical methods, quality standards, specifications, commercial active pharmaceutical ingredient formula, process chemistry, Manufacturing process descriptions, process flows, cycle times, process parameters, process equipment type and sizes, cleaning methods, commercial active pharmaceutical ingredient samples, master safety data sheets, and stability reports (the "Novartis Manufacturing Know-How") to enable the Manufacture of any Licensed Products by BeiGene, its Affiliates or any Third Party manufacturer of BeiGene, in each case to the extent that such Novartis Manufacturing Know-How was not transferred to Novartis or such Third Party(ies) by BeiGene or its Affiliates or their respective Third Party manufacturers or is otherwise already known to BeiGene, its Affiliate or their respective Third Party manufacturers; and (B) promptly make available to BeiGene or any such Third Party manufacturer a

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reasonable number of appropriately trained personnel to provide, on a mutually convenient timetable, technical assistance in the transfer of Novartis Manufacturing Know-How to BeiGene.

(d) The provisions of Article 10 (other than Section 10.1) shall be terminated with respect to the Licensed Product and BeiGene shall have the right to assume all Prosecution and Maintenance and enforcement activities under Article 10 with respect to BeiGene Patents as to which Novartis has assumed the right and authority to Prosecute and Maintain or enforce and Novartis will cooperate with BeiGene and provide BeiGene with reasonable assistance in connection with the transfer of such Prosecution and Maintenance and enforcement activities with respect to such BeiGene Patents.

(e) Novartis shall grant, and hereby does grant, to BeiGene, effective as of the effective date of such termination, a non-exclusive, transferable, fully paid-up, royalty-free, perpetual sublicensable license in the Field and in the Novartis Territory to Novartis IP that is necessary or reasonably useful to Develop and Commercialize the Licensed Product and an exclusive option to negotiate in good faith an exclusive, royalty-bearing, sublicensable license under the Novartis IP that is necessary or reasonably useful to Develop and Commercialize Licensed Products in the Field in the Novartis Territory.

(f) Any and all sublicense agreements entered into by Novartis or any of its Affiliates with a Sublicensee pursuant to this Agreement shall survive such termination of this Agreement, except to the extent that: (i) any such Sublicensee is in material breach of this Agreement or such sublicense; or (ii) BeiGene elects to grant such Sublicensee a direct license of the sublicensed rights on the same terms applicable to Novartis under this Agreement. Novartis shall, upon the written request of BeiGene, assign any such sublicense (to the extent not terminated pursuant to the preceding sentence) to BeiGene or its Affiliates and, upon such assignment, BeiGene or its Affiliates, as applicable, shall assume such sublicense.

15.7.3 Termination by Novartis for Material Breach or Bankruptcy. Upon termination of this Agreement by Novartis in accordance with Section 15.3 or Section 15.6, subject to Section 15.8:

(a) Novartis shall be released from its Development, Manufacturing, and Commercialization obligations and its obligations to conduct Medical Affairs Activities under this Agreement with respect to the Licensed Product, including with respect to Section 3.6;

(b) the licenses set forth in Section 9.3 with respect to all Licensed Products in all countries in the Novartis Territory shall remain in effect; subject to the terms of this Agreement;

(c) the provisions of Article 10 shall remain in effect; provided, however, BeiGene's rights in respect of Joint Patents in the Novartis Territory shall terminate and Novartis shall have the right to assume all Prosecution and Maintenance and enforcement activities under Article 10 with respect to Joint Patents as to which BeiGene has assumed the right and authority to Prosecute and Maintain or enforce;

(d) to the extent not completed prior thereto, BeiGene shall remain obligated to perform its obligations pursuant to Section 4.2.2 and Article 7;

(e) […***…]and

(f) in Novartis's sole discretion, upon Novartis' notice to BeiGene, the license granted by Novartis to BeiGene pursuant to Article 9 hereof shall terminate.

15.7.4 Milestone Payments. No Milestone Payments shall be due or payable by Novartis based on any Milestone Event occurring following the expiration of the Term in respect of the Licensed Product in respect of which such Milestone Event is achieved. In the event of any termination of this Agreement by either Party pursuant to Section 15.3, 15.5 or 15.6, Novartis shall not be obligated to make any Milestone Payment that would otherwise be due and payable in respect of any Milestone Event achieved after the terminating Party notifies the other Party in writing of its intention to so terminate; provided, however, that if this Agreement is not ultimately terminated pursuant to such notice, any such Milestone Payments that would have become due following such notice shall be due and payable at such time as it is determined that such termination shall not occur.

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15.8 Surviving Provisions.

15.8.1 Accrued Rights; Remedies. The expiration or termination of this Agreement for any reason shall be without prejudice to any rights that shall have accrued to the benefit of any Party prior to such expiration or termination, and any and all damages or remedies (whether at law or in equity) arising from any breach hereunder, each of which shall survive expiration or termination of this Agreement. Such expiration or termination shall not relieve any Party from obligations which are expressly indicated to survive expiration or termination of this Agreement. Except as otherwise expressly set forth in this Agreement, the termination provisions of this Article 15 are in addition to any other relief and remedies available to either Party under this Agreement, at law, or in equity; provided, however, that in the event of a termination of this Agreement by Novartis pursuant to Section 15.3 the reduction in royalties owing by Novartis to BeiGene may be taken into account in determining any damages that may be recovered by Novartis in any action in respect of the breach by BeiGene giving rise to such termination.

15.8.2 Survival. Without limiting the provisions of Section 15.8.1, the rights and obligations of the Parties set forth in the following Sections and Articles of this Agreement shall survive the expiration or termination of this Agreement, in addition to those other terms and conditions that are expressly stated to survive termination or expiration of this Agreement: Article 1 (to the extent the definitions are used in other surviving provisions), Article 12, Article 14, Article 16, Section 3.7, Section 8.4, Section 8.5, Section 9.3 (solely to the extent the licenses contemplated therein survive pursuant to Section 8.3.2 or Section 15.7), Section 9.6, Section 9.7, Section 10.1, Section 10.2 (solely in respect of Joint Patents), Section 10.3 (solely in respect of Joint Patents), Section 13.6, Section 15.1.2, Section 15.7, and Section 15.8.

ARTICLE 16
MISCELLANEOUS

16.1 Severability. If one (1) or more of the terms or provisions of this Agreement is held by a court of competent jurisdiction to be void, invalid, or unenforceable in any situation in any jurisdiction, such holding shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the void, invalid, or unenforceable term or provision in any other situation or in any other jurisdiction, and the term or provision shall be considered severed from this Agreement solely for such situation and solely in such jurisdiction, unless the void, invalid, or unenforceable term or provision is of such essential importance to this Agreement that it is to be reasonably assumed that the Parties would not have entered into this Agreement without the void, invalid, or unenforceable term or provision. If the final judgment of such court declares that any term or provision hereof is void, invalid, or unenforceable, the Parties agree to: (a) reduce the scope, duration, area, or applicability of the term or provision or to delete specific words or phrases to the minimum extent necessary to cause such term or provision as so reduced or amended to be enforceable; and (b) make a good-faith effort to replace any void, invalid, or unenforceable term or provision with a valid and enforceable term or provision such that the objectives contemplated by the Parties when entering this Agreement may be realized.

16.2 Notices. Any notice required or permitted to be given by this Agreement shall be in writing and in English and shall be: (a) delivered by hand or by overnight courier with tracking capabilities; (b) mailed postage prepaid by first class, registered, or certified mail; or (c) delivered by electronic mail followed by delivery via either of the methods set forth in Sections 16.2(a) and (b), in each case, addressed as set forth below unless changed by notice so given:

If to Novartis:

Novartis Pharma AG

Lichtstrasse 35
CH-4056 Basel, Switzerland

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Attention: Head of BD&L

With copies to:

Novartis Pharma AG
Lichtstrasse 35
CH-4056 Basel, Switzerland
Attention: General Counsel

Novartis Pharmaceuticals Corporation
1 Health Plaza
East Hanover, NJ 07936
Attention: Global Oncology General Counsel

Arnold & Porter Kaye Scholer LLP
250 West 55th Street
New York, NY 10019
Attention: […***…]
[…***…]

If to BeiGene:

BeiGene Switzerland GmbH
Aeschengraben 27
4051 Basel, Switzerland
Attention: Managing Director

With copies to:

BeiGene USA, Inc.
55 Cambridge Parkway
Suite 700W
Cambridge, MA, 02142
Attention: General Counsel
Facsimile: […***…]

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
Attention: […***…]
Facsimile: […***…]

Any such notice shall be deemed given on the date received, except any notice received after 5:30 p.m. (in the time zone of the receiving Party) on a Business Day or received on a non-Business Day shall be deemed to have been received on the next Business Day. A Party may add, delete, or change the person or address to which notices should be sent at any time upon written notice delivered to the other Parties in accordance with this Section 16.2.

16.3 Force Majeure. A Party shall not be liable for delay or failure in the performance of any of its obligations hereunder if such delay or failure is due to a cause beyond the reasonable control of such Party, including acts of God, fires, earthquakes, acts of war, terrorism, or civil unrest, epidemics, pandemics, quarantines, hurricane or other inclement weather;

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provided, that the affected Party: (a) promptly notifies the other Party; and (b) shall use its commercially reasonable efforts to avoid or remove such causes of non-performance and to mitigate the effect of such occurrence, and shall continue performance in accordance with the terms of this Agreement whenever such causes are removed. When such circumstances arise, the Parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution.

16.4 Assignment. Except as expressly permitted herein, this Agreement may not be assigned or transferred by any Party, nor may any Party assign or transfer any rights or obligations created by this Agreement, except as expressly permitted hereunder without first obtaining the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the limitations in this Section 16.4, either Party may assign or transfer this Agreement, or any rights or obligations hereunder in whole or in part, to: (a) one (1) or more of its Affiliates; provided, that, such assigning Party shall remain fully and unconditionally liable and responsible to the non-assigning Party hereto for the performance and observance of all such duties and obligations by such Affiliate; or (b) its successor in interest in connection with its merger, consolidation, or sale of all or substantially all of its assets or that portion of its business pertaining to the subject matter of this Agreement. The terms of this Agreement shall be binding upon and shall inure to the benefit of the successors, heirs, administrators, and permitted assigns of the applicable Party. Any purported assignment in violation of this Section 16.4 shall be null and void *ab initio*. […***…]

16.5 Waivers and Modifications. The failure of any Party to insist on the performance of any obligation hereunder shall not be deemed to be a waiver of such obligation. Waiver of any breach of any provision hereof shall not be deemed to be a waiver of any other breach of such provision or any other provision on such occasion or any succeeding occasion. No waiver, modification, release, or amendment of any obligation under or provision of this Agreement shall be valid or effective unless in writing and signed by the Parties.

16.6 WAIVER OF JURY TRIAL. EXCEPT AS LIMITED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE, AND ENFORCEMENT HEREOF. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED-FOR AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

16.7 Choice of Law; Dispute Resolution; Jurisdiction.

16.7.1 Choice of Law. This Agreement shall be governed by, enforced, and construed in accordance with the laws of the State of New Yorkwithout reference to any rules of conflict of laws and excluding the United Nations Convention on Contracts for the International Sales of Goods.

16.7.2 Dispute Resolution.

(a) Disputes. The Parties agree that the procedures set forth in this Section 16.7.2 shall be the exclusive mechanism for resolving any dispute (whether in contract, tort, or otherwise), controversy, or claim between the Parties arising out of or in connection with

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this Agreement, any Party's rights or obligations under this Agreement, breach of this Agreement, or the transactions contemplated by this Agreement (each, a "Dispute").

(b) Selection of Arbitrators. Any Dispute shall be resolved by final and binding arbitration before a panel of three (3) arbitrators in accordance with the rules of the American Arbitration Association ("AAA") in effect at the time the proceeding is initiated. In any such arbitration, (a) the panel will be comprised of one arbitrator chosen by BeiGene, one by Novartis and the third, who shall act as the chairman of the panel, by the two co-arbitrators; and (b) if either Party fails or both Parties fail to choose an arbitrator or arbitrators within […***…] after receiving notice of commencement of arbitration or if the two arbitrators fail to choose a third arbitrator within […***…] after their appointment, then either or both Parties

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shall immediately request that the AAA select the remaining number of arbitrators to be selected, which arbitrator(s) shall have the requisite scientific background, experience and expertise.

(c) Conduct of Arbitration. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. Either Party may apply to the arbitrators for interim injunctive relief until the arbitration decision is rendered or the Dispute is otherwise resolved. Either Party also may, without waiving any right or remedy under this Agreement, seek from any court having jurisdiction any injunctive or provisional relief necessary to protect the rights or property of that Party pending resolution of the Dispute pursuant to this Section 16.7. The arbitrators shall have no authority to award punitive or any other type of damages not measured by a Party's compensatory damages. The award of the arbitrators shall be final and binding on the Parties (except for those remedies expressly set forth in this Agreement). The award rendered by the arbitrators may be entered and enforced in any court having jurisdiction thereof. Notwithstanding anything in this Section 16.7 to the contrary, each Party shall have the right to institute judicial proceedings against the other Party or anyone acting by, through or under such other Party, in order to enforce the instituting Party's rights hereunder through specific performance, injunction or similar equitable relief.

(d) Costs of Arbitration. Each Party shall bear its own costs and expenses and attorneys' fees in connection with any such arbitration; provided, that, the arbitrators shall be authorized to determine whether a Party is the prevailing Party, and if so, to award to the prevailing Party reimbursement for its reasonable attorneys' fees, costs and expenses (including, for example, expert witness fees and expenses, photocopy charges and travel expenses).

(e) Exceptions to Arbitration. Unless otherwise agreed by the Parties, Disputes relating to Patents and non-disclosure, non-use and maintenance of Confidential Information shall not be subject to arbitration, and shall be submitted to a court of competent jurisdiction.

(f) Confidentiality. The arbitration shall be confidential. Except as may be required by Applicable Law or as necessary to pursue a legal right, neither Party nor any arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both Parties.

(g) Tolling of Cure Periods. Until final resolution of the dispute through judicial determination: (i) this Agreement shall remain in full force and effect; and (ii) the time periods for cure as to any termination shall be tolled. The Parties further agree that any payments made pursuant to this Agreement pending resolution of the Dispute shall be refunded if a court determines that such payments are not due.

(h) Accelerated Arbitration. If the Executive Officers are unable to reach unanimous consensus on any Critical Matter requiring determination by the JSC, then the

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matter will be referred for resolution by either Party by a single Third Party expert (each, an "Accelerated Arbitration Expert") in accordance with the International Expedited Arbitration Procedures of the AAA. The Accelerated Arbitration Expert shall have relevant expertise with respect to the applicable matter under Section 2.1.3(d) and 8.5.3, and shall not have had any material business relationship with either Party in […***…] prior to appointment unless the Parties agree in writing to waive this requirement. All proceedings and decisions of the Accelerated Arbitration Expert under this Section 16.7.2(h) shall be deemed Confidential Information of both Parties and will be final and binding upon the Parties.

16.8 Relationship of the Parties. BeiGene and Novartis are independent contractors under this Agreement. Nothing contained herein is intended or is to be construed so as to constitute either Party as a partner, agent, or joint venturer of the other Party. No Party will incur any debts or make any commitments for the other Party, except to the extent, if at all, specifically provided therein. Neither BeiGene nor Novartis, respectively, shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of BeiGene and Novartis, respectively, or to bind BeiGene and Novartis, respectively, to any contract, agreement, or undertaking with any Third Party.

16.9 Fees and Expenses. Except as otherwise specified in this Agreement, each Party shall bear its own costs and expenses (including investment banking and legal fees and expenses) incurred in connection with this Agreement.

16.10 Third Party Beneficiaries. There are no express or implied Third Party beneficiaries hereunder. The provisions of this Agreement are for the exclusive benefit of the Parties, and no other person or entity shall have any right or claim against any Party by reason of these provisions or be

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entitled to enforce any of these provisions against any Party, except for the indemnification rights of the BeiGene Indemnitees pursuant to Sections 14.1 and 14.3 and the Novartis Indemnitees pursuant to Sections 14.2 and 14.3.

16.11 Entire Agreement. This Agreement, together with the attached Exhibits and Schedules, contains the entire agreement by the Parties with respect to the subject matter hereof and supersedes any prior express or implied agreements, understandings, and representations, either oral or written, which may have related to the subject matter hereof in any way, including any and all term sheets relating to the transactions contemplated by this Agreement and exchanged between the Parties prior to the Execution Date.

16.12 Counterparts. This Agreement may be executed in counterparts with the same effect as if both Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one (1) and the same instrument. Any such counterpart, to the extent delivered by means of facsimile by .pdf, .tif, .gif, .jpeg, or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent that such defense relates to lack of authenticity.

16.13 Equitable Relief; Cumulative Remedies. Notwithstanding anything to the contrary herein, including the provisions of Section 16.7.2, the Parties shall be entitled, without waiving any remedy under this Agreement, to seek from any court having jurisdiction equitable relief, including injunction, provisional relief and specific performance, as a remedy for any breach of this Agreement to protect the rights or property of that Party. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to

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all other remedies available at law or in equity. The Parties further agree not to raise as a defense or objection to the request or granting of such relief that any breach of this Agreement is or would be compensable by an award of money damages. No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under Applicable Law. In addition, notwithstanding the provisions of Section 16.7.2, either Party may bring an action in any court having jurisdiction to enforce an award rendered pursuant to Section 16.7.2.

16.14 Interpretation.

16.14.1 Generally. This Agreement has been diligently reviewed by and negotiated by and between the Parties, and in such negotiations each of the Parties has been represented by competent (in-house or external) counsel, and the final agreement contained herein, including the language whereby it has been expressed, represents the joint efforts of the Parties and their counsel. Accordingly, in interpreting this Agreement or any provision hereof, no presumption shall apply against any Party as being responsible for the wording or drafting of this Agreement or any such provision, and ambiguities, if any, in this Agreement shall not be construed against any Party, irrespective of which Party may be deemed to have authored the ambiguous provision.

16.14.2 Definitions; Interpretation.

(a) The definitions of the terms herein shall apply equally to the singular and plural forms of the terms defined and, where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(b) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

(c) The word "will" shall be construed to have the same meaning and effect as the word "shall."

(d) The words "including," "includes," "include," "for example," and "*e.g.*," and words of similar import, shall be deemed to be followed by the words "without limitation."

(e) The word "or" shall be interpreted to mean "and/or," unless the context requires otherwise.

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(f) The words “hereof,” “herein,” and “herewith,” and words of similar import, shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) Unless the context requires otherwise or otherwise specifically provided: (i) all references herein to Articles, Sections, Schedules, or Exhibits shall be construed to refer to Articles, Sections, Schedules, and Exhibits of this Agreement; and (ii) reference in any Section to any subclauses are references to such subclauses of such Section.

16.14.3 Subsequent Events. Unless the context requires otherwise: (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein); (b) any reference to any Applicable Law herein shall be construed as referring to such Applicable Law as from time to time enacted, repealed, or

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amended; and (c) subject to Section 16.4, any reference herein to any Person shall be construed to include the Person’s successors and assigns.

16.14.4 Headings. Headings, captions, and the table of contents are for convenience only and shall not be used in the interpretation or construction of this Agreement.

16.14.5 Prior Drafts. No prior draft of this Agreement shall be used in the interpretation or construction of this Agreement.

16.14.6 Independent Significance. Although the same or similar subject matter may be addressed in different provisions of this Agreement, the Parties intend that, except as reasonably apparent on the face of the Agreement or as expressly provided in this Agreement, each such provision shall be read separately, be given independent significance, and not be construed as limiting any other provision of this Agreement (whether or not more general or more specific in scope, substance, or content).

16.15 Further Assurances. Each Party shall execute, acknowledge, and deliver such further instruments, and do all such other ministerial, administrative, or similar acts, as may be reasonably necessary or appropriate in order to carry out the expressly stated purposes and the clear intent of this Agreement.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the Execution Date.

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BEIGENE SWITZERLAND GMBH		**NOVARTIS PHARMA AG**	
By:	/s/ GUILLAUME VIGNON	By:	/s/ SUSANNE SCHAFFERT
Name:	Guillaume Vignon	Name:	Susanne Schaffert
Title:	Managing Director	Title:	President, Novartis Oncology
		By:	/s/ GIANMARCO CALVO
		Name:	Gianmarco Calvo
		Title:	CFO, Novartis Oncology

Schedules and Exhibits Omitted from Option, Collaboration and License Agreement

Pursuant to Regulation S-K, Item 601(a)(5), the schedules and exhibits to the Option, Collaboration and License Agreement, as listed below, have not been filed. The Registrant agrees to furnish supplementally a copy of any omitted schedules or exhibits to the Securities and Exchange Commission upon request; provided, however, that the Registrant may request confidential treatment of omitted items.

SCHEDULES
Schedule 1.14 BeiGene Patents
Schedule 1.20 BeiGene Trademarks
Schedule 1.56 Excluded Studies
Schedule 1.58 Existing IND
Schedule 1.76 Initial Global Studies
Schedule 1.85 Individuals with Knowledge
Schedule 1.86 Licensed Compound
Schedule 1.106 New Registrational Clinical Trials
Schedule 1.140 Shared Regulatory Materials
Schedule 3.1.3 Novartis Recommendations
Schedule 5.7 Annual Compliance Certification
Schedule 7.3(a) Terms of Supply

EXHIBITS
Exhibit A: Initial Global Development Plan
Exhibit B: Additional Global Development Plan
Exhibit C-1: Form of Press Release (Novartis)
Exhibit C-2: Form of Press Release (BeiGene)

Exhibit 21.1

Subsidiaries

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Name of Subsidiary	Jurisdiction of Incorporation or Organization	Percentage of Ownership by the Registrant
B10 Health Technologies Private Limited	India	100 %
BeiGene 101	Cayman Islands	100 %
BeiGene AUS Pty Ltd	Australia	100 %
BeiGene Austria GmbH	Austria	100 %
BeiGene (Beijing) Co., Ltd.	People's Republic of China	100 %
BeiGene Biologics Co., Ltd.	People's Republic of China	100 %
BeiGene Brasil Ltda.	Brazil	100 %
BeiGene (Canada) ULC	Canada	100 %
BeiGene Colombia S.A.S.	Colombia	100 %
BeiGene ESP, S.L.	Spain	100 %
BeiGene France Sarl	France	100 %
BeiGene Germany GmbH	Germany	100 %
BeiGene Guangzhou Biologics Manufacturing Co., Ltd.	People's Republic of China	100 %
BeiGene (Guangzhou) Innovation Technology Co., Ltd.	People's Republic of China	100 %
BeiGene (Hong Kong) Co., Limited	Hong Kong	100 %
BeiGene Hopewell Urban Renewal, LLC	New Jersey, United States	100 %
Beijing Innerway Bio-tech Co., Ltd.	People's Republic of China	100 %
BeiGene International GmbH	Switzerland	100 %
BeiGene Ireland Limited	Republic of Ireland	100 %
BeiGene (Italy) Sarl S.r.l.	Italy	100 %
BeiGene Japan Ltd. GK	Japan	100 %
BeiGene Korea Y.H.	South Korea	100 %
BeiGene Netherlands B.V B.V.	Netherlands	100 %
BeiGene NZ Unlimited	New Zealand	100 %
BeiGene Pharmaceuticals GmbH	Switzerland	100 %
BeiGene Pharmaceuticals (Guangzhou) Co., Ltd.	People's Republic of China	100 %
BeiGene Pharmaceutical (Shanghai) Co., Pharmaceuticals Israel Ltd.	People's Republic of China Israel	100 %
BeiGene Pharmaceutical (Suzhou) (Shanghai) Co., Ltd.	People's Republic of China	100 %
BeiGene Poland sp. z o.o.	Poland	100 %
BeiGene Shanghai	Cayman Islands	100 %
BeiGene Shanghai 101	Cayman Islands	100 %
BeiGene (Shanghai) Co., Ltd.	People's Republic of China	100 %
BeiGene (Shanghai) Management Consulting Co., Ltd.	People's Republic of China	100 %
BeiGene (Shanghai) Research & Development Co., Ltd.	People's Republic of China	100 %
BeiGene Singapore Pte., Ltd.	Singapore	100 %
BeiGene South Africa Pty Ltd.	South Africa	100 %
BeiGene (Suzhou) Co., Ltd.	People's Republic of China	100 %
BeiGene Sweden AB	Sweden	100 %
BeiGene Switzerland GmbH	Switzerland	100 %
BeiGene (Taiwan) Limited	Taiwan	100 %
BeiGene (Thailand) Ltd.	Thailand	100 %
BeiGene Turkey Medical Products Trade Limited Company	Turkey	100 %
BeiGene UK, Ltd.	United Kingdom	100 %
BeiGene United Kingdom, Ltd.	United Kingdom	100 %
BeiGene USA, Inc.	Delaware, United States	100 %

Exhibit 21.1

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BeiGene US Holdings, LLC	Delaware, United States	100 %
BeiGene US Manufacturing Co., Inc.	Delaware, United States	100 %
Beijing Innerway Bio-tech Co., Ltd.	People's Republic of China	100 %
Newco 101	Cayman Islands	100 %
Pi Health Brasil Consultoria Ltda.	Brazil	100 %
Pi Health Hong Kong Limited	Hong Kong	100 %
Pi Health, Ltd.	Cayman Islands	100 %
Pi Health USA, LLC	Delaware, United States	100 %
BeiGene (Shanghai) Management Consulting SuGene Pharmaceuticals (Suzhou) Co., Ltd.	People's Republic of China	100 %

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements:

1. Registration Statement (Form S-8 No. 333-209410) pertaining to the 2011 Option Plan, 2016 Share Option and Incentive Plan, and Non-Plan Share Options of BeiGene, Ltd.,
2. Registration Statement (Form S-8 No. 333-214064) pertaining to the 2011 Option Plan of BeiGene, Ltd.,
3. Registration Statement (Form S-8 No. 333-216885) pertaining to the 2016 Share Option and Incentive Plan of BeiGene, Ltd.,
4. Registration Statement (Form S-8 No. 333-223319) pertaining to the 2016 Share Option and Incentive Plan, as amended, of BeiGene, Ltd.,
5. Registration Statement (Form S-8 No. 333-225543) pertaining to the 2018 Employee Share Purchase Plan and the 2018 Inducement Equity Plan of BeiGene, Ltd.,
6. Registration Statement (Form S-8 No. 333-228786) pertaining to the Second Amended and Restated 2016 Share Option and Incentive Plan and the Second Amended and Restated 2018 Employee Share Purchase Plan of BeiGene, Ltd.,
7. Registration Statement (Form S-3 No. 333-238181) of BeiGene, Ltd. and the related prospectus,
8. Registration Statement (Form S-3 No. 333-238182) of BeiGene, Ltd. and the related prospectus,
9. Registration Statement (Form S-8 No. 333-241697) pertaining to the Second Amended and Restated 2016 Share Option and Incentive Plan, as amended, of BeiGene, Ltd., and
10. Registration Statement (Form S-8 No. 333-266639) pertaining to the Second Amended and Restated 2016 Share Option and Incentive Plan, as amended, of BeiGene, Ltd.;

of our reports dated February 27, 2023, with respect to the consolidated financial statements of BeiGene, Ltd. and the effectiveness of internal control over financial reporting of BeiGene, Ltd. included in this Annual Report (Form 10-K) of BeiGene, Ltd. for the year ended December 31, 2022.

/s/ Ernst & Young LLP
Boston, Massachusetts
February 27, 2023

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements:

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1. Registration Statement (Form S-8 No. 333-209410) pertaining to the 2011 Option Plan, 2016 Share Option and Incentive Plan, and Non-Plan Share Options of BeiGene, Ltd.,
2. Registration Statement (Form S-8 No. 333-214064) pertaining to the 2011 Option Plan of BeiGene, Ltd.,
3. Registration Statement (Form S-8 No. 333-216885) pertaining to the 2016 Share Option and Incentive Plan of BeiGene, Ltd.,
4. Registration Statement (Form S-8 No. 333-223319) pertaining to the 2016 Share Option and Incentive Plan, as amended, of BeiGene, Ltd.,
5. Registration Statement (Form S-8 No. 333-225543) pertaining to the 2018 Employee Share Purchase Plan and the 2018 Inducement Equity Plan of BeiGene, Ltd.,
6. Registration Statement (Form S-8 No. 333-228786) pertaining to the Second Amended and Restated 2016 Share Option and Incentive Plan and the Second Amended and Restated 2018 Employee Share Purchase Plan of BeiGene, Ltd.,
7. Registration Statement (Form S-8 No. 333-241697) pertaining to the Second Amended and Restated 2016 Share Option and Incentive Plan, as amended, of BeiGene, Ltd.,
8. Registration Statement (Form S-8 No. 333-266639) pertaining to the Second Amended and Restated 2016 Share Option and Incentive Plan, as amended, of BeiGene, Ltd.;
9. Registration Statement (Form S-3 No. 333-238181) of BeiGene, Ltd. and the related prospectus, and
10. Registration Statement (Form S-3 No. 333-238182) of BeiGene, Ltd. and the related prospectus;

of our reports report dated February 28, 2022, (except for the effects on the consolidated financial statements of the correction of an error as described in Notes 2 and 3, as to which the date is February 27, 2023), with respect to the consolidated financial statements of BeiGene, Ltd. as of December 31, 2021 and for the effectiveness of internal control over financial reporting of BeiGene, Ltd. years ended December 31, 2021 and 2020, included in this Annual Report (Form 10-K) for the year ended December 31, 2021 December 31, 2022.

/s/ Ernst & Young Hua Ming LLP
Beijing, People's Republic of China
February 28, 2022 27, 2023

Exhibit 31.1

CERTIFICATIONS UNDER SECTION 302

I, John V. Oyler, certify that:

1. I have reviewed this annual report on Form 10-K of BeiGene, Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control

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over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2022 February 27, 2023

/s/ JOHN V. OYLER

John V. Oyler
Chief Executive Officer and Chairman
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATIONS UNDER SECTION 302

I, Julia Wang, certify that:

1. I have reviewed this annual report on Form 10-K of BeiGene, Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2022 February 27, 2023

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/s/ JULIA WANG

Julia Wang

Chief Financial Officer

(Principal Financial and Accounting Officer)

Exhibit 32.1

CERTIFICATIONS UNDER SECTION 906

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), each of the undersigned officers of BeiGene, Ltd., an exempted company incorporated in the Cayman Islands with limited liability (the "Company"), does hereby certify, to such officer's knowledge, that:

The Annual Report on Form 10-K for the year ended December 31, 2021 December 31, 2022 (the "Form 10-K") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 28, 2022 February 27, 2023

/s/ JOHN V. OYLER

John V. Oyler

Chief Executive Officer and Chairman

(Principal Executive Officer)

Dated: February 28, 2022 February 27, 2023

/s/ JULIA WANG

Julia Wang

Chief Financial Officer

(Principal Financial and Accounting Officer)

Exhibit 99.1

DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

In March 2022, the U.S. Securities and Exchange Commission (“SEC”) added BeiGene, Ltd. (the “Company”) to its conclusive list of issuers identified under the Holdings Foreign Companies Accountable Act (“HFCAA”) following the filing of our annual report on Form 10-K with the SEC, which annual report was audited by Ernst & Young Hua Ming LLP, a registered public accounting firm in mainland China that the Public Company Accounting Oversight Board (“PCAOB”) previously was unable to inspect or investigate completely, because of a position taken by an authority in the foreign jurisdiction. On March 23, 2022, Ernst & Young Hua Ming LLP resigned as our independent registered public accounting firm for the audit of our financial statements and internal control over financial reporting to be filed with the SEC and since that time, the Company has engaged Ernst & Young LLP, located in Boston, Massachusetts, United States, as the Company’s independent registered public accounting firm for the audit of our financial statements and internal control over financial reporting for the fiscal year ending December 31, 2022.

The Company has determined that no governmental entity in mainland China or Hong Kong, directly or indirectly, possesses the power to direct or cause the direction of the management and policies of the Company or has a controlling financial interest. The Company has made this determination based on the fact that as of the date of this Annual Report on Form 10-K, no such governmental entity has filed a Schedule 13D or 13G, there are no material contracts with such a foreign governmental party, and there is no such foreign government representative on the Company’s Board.

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