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

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**FORM S-8**  
**REGISTRATION STATEMENT**  
*UNDER*  
**THE SECURITIES ACT OF 1933**

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**Zai Lab Limited**

(Exact name of registrant as specified in its charter)

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Cayman Islands  
(State or other jurisdiction of  
incorporation or organization)

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

4560 Jinke Road  
Bldg. 1, 4F, Pudong, Shanghai, China

201210

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

02142  
(Zip Code)

**Zai Lab Limited 2022 Equity Incentive Plan**  
(Full title of the plan)

**F. Ty Edmondson**  
314 Main Street  
4th Floor, Suite 100  
Cambridge, MA 02142  
Telephone: +1 (786) 250-1886  
(Name, address, and telephone number, including area code, of agent for service)

*Copy to:*

**Thomas J. Danielski**  
Ropes & Gray  
Prudential Tower  
800 Boylston Street  
Boston, MA 02199-3600  
Telephone: (617) 951-7000

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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      
Non-accelerated filer   

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 7(a)(2)(B) of the Securities Act.

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## EXPLANATORY NOTE

This Registration Statement on Form S-8 is being filed to register 97,908,743 ordinary shares, par value \$0.000006 per share, of Zai Lab Limited (the “Registrant”) that may be issued pursuant to the Zai Lab Limited 2022 Equity Incentive Plan (the “Plan”).

### PART I INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Information required by Part I to be contained in the Section 10(a) prospectus is omitted from this registration statement in accordance with the provisions of Rule 428 under the Securities Act of 1933, as amended (the “Securities Act”) and the Note to Part I of Form S-8. The documents containing the information specified in Part I will be delivered to participants covered by the Plan, as specified by Rule 428(b)(1) under the Securities Act.

### PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference

The Registrant hereby incorporates the following documents herein by reference:

- (a) the Registrant’s Annual Report on [Form 10-K](#) for the year ended December 31, 2021, filed on March 1, 2022 (the “Form 10-K”);
- (b) the Registrant’s Definitive Proxy Statement on [Schedule 14A](#), filed on May 2, 2022 (but only with respect to the information required by Part III of the Form 10-K);
- (c) the Registrant’s Quarterly Report on [Form 10-Q](#) for the quarter ended March 31, 2022, filed on May 10, 2022;
- (d) the Registrant’s Quarterly Report on [Form 10-Q](#) for the quarter ended June 30, 2022, filed on August 9, 2022;
- (e) the Registrant’s Current Reports on Form 8-K filed on [January 6, 2022](#), [March 15, 2022](#), [March 28, 2022](#), [April 1, 2022](#), [April 21, 2022](#) (as amended by the Registrant’s Form 8-K/A filed on [May 2, 2022](#) and the Registrant’s Form 8-K/A filed on [June 1, 2022](#)), [May 31, 2022](#), [June 22, 2022](#), [August 3, 2022](#) and [September 27, 2022](#); and
- (f) the Description of Securities Registered contained in [Exhibit 4.5](#) of the Registrant’s Quarterly Report on Form 10-Q filed on May 10, 2022, including any amendment and report subsequently filed for the purpose of updating that description.

To the extent that any information contained in any Current Report on Form 8-K, or any exhibit thereto, was furnished to, rather than filed with, the Commission, including any information furnished pursuant to Item 2.02 or Item 7.01 of the Registrant’s Current Reports on Form 8-K, such information or exhibit is specifically not incorporated by reference into this Registration Statement.

In addition, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) after the date of this registration statement and prior to the filing of a post-effective amendment to this registration statement, which indicates that all securities offered hereunder have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of filing of such documents.

Any document or any statement contained in a document incorporated or deemed to be incorporated by reference in this registration statement will be deemed to be modified or superseded to the extent that a subsequently filed document or a statement contained in this registration statement or in any other later filed document which also is or is deemed to be incorporated by reference in this registration statement modifies or supersedes such document or such statement in such document. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to be a part of this registration statement.

**Item 4. Description of Securities**

Not applicable.

**Item 5. Interests of Named Experts and Counsel**

Not applicable.

**Item 6. Indemnification of Directors and Officers**

Cayman Islands law does not limit the extent to which a company's articles of association may provide for indemnification of directors and officers, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as providing indemnification against civil fraud or the consequences of committing a crime.

Article 151 of the Registrant's articles of association provides that the Registrant shall indemnify and hold harmless each of its directors and officers out of the assets and funds of the Registrant against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such persons in connection with the execution or discharge of their duties, powers, authorities or discretion as such.

In addition, the Registrant has entered into, and intends to continue to enter into, indemnification agreements, substantially in the form filed as Exhibit 10.25 to the Registrant's Form 10-K, with its directors and officers that provide additional indemnification. These agreements, among other things, indemnify such persons against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being such a director or officer.

The Registrant currently carries liability insurance for its directors and officers.

**Item 7. Exemption from Registration Claimed**

Not applicable.

**Item 8. Exhibits**

The Exhibits listed on the accompanying Exhibit Index are filed as a part of, or incorporated by reference into, this registration statement.

**EXHIBIT INDEX**

<b>Exhibit</b>	<b>Description</b>
4.1*	<a href="#">Registrant's Specimen Certificate for Ordinary Shares</a>
4.2	<a href="#">Form of American Depositary Receipt (incorporated by reference to Form 424B3 (File No. 333-220256) filed on March 30, 2022)</a>
4.3	<a href="#">Form of Deposit Agreement (incorporated by reference to Exhibit 4.1 to Amendment No. 2 to our Registration Statement on Form F-1 (File No. 333-219980) filed on September 1, 2017)</a>

- 5.1\* [Opinion of Travers Thorp Alberga regarding the validity of the ordinary shares being registered](#)
- 10.1+ [Zai Lab Limited 2022 Equity Incentive Plan \(incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K \(File No. 001-38205\), filed on June 22, 2022\)](#)
- 10.2\*+ [Zai Lab Limited Form of Stock Option Agreement under the 2022 Equity Incentive Plan](#)
- 10.3\*+ [Zai Lab Limited Form of Restricted Share Award Agreement under the 2022 Equity Incentive Plan](#)
- 10.4\*+ [Zai Lab Limited Form of Restricted Unit Award Agreement under the 2022 Equity Incentive Plan](#)
- 23.1\* [Consent of Deloitte Touche Tohmatsu Certified Public Accountants LLP, an independent registered accounting firm, regarding the consolidated financial statements of Zai Lab Limited](#)
- 23.2\* [Consent of Travers Thorp Alberga \(included in Exhibit 5.1\)](#)
- 24.1\* [Power of attorney \(included on the signature page of this registration statement under the caption "Power of Attorney"\)](#)
- 107\* [Filing Fee Table](#)

\* Filed herewith.

+ Management contract or compensatory plan, contract or arrangement.

**Item 9. Undertakings**

(a) The undersigned Registrant hereby undertakes:

(1) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

- (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
- (ii) to reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of a prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
- (iii) to include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement;

*provided, however,* that paragraphs (a)(1)(i) and (a)(1)(ii) above shall not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this registration statement.

- (2) that, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof; and
- (3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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**SIGNATURES**

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cambridge, State of Massachusetts, on October 28, 2022.

**ZAI LAB LIMITED**

By: /s/ Samantha (Ying) Du

Name: Samantha (Ying) Du

Title: Chief Executive Officer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Samantha (Ying) Du, Billy Cho and F. Ty Edmondson, and each of them singly, as his or her true and lawful attorneys-in-fact and agents, each with the full power of substitution and re-substitution, for and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and to file the same, with 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 singly, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that each of said attorneys-in-fact and agents, or either of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ Samantha (Ying) Du</u> Samantha (Ying) Du	Chief Executive Officer, Chairperson of the Board of Directors (Principal Executive Officer)	October 28, 2022
<u>/s/ Billy Cho</u> Billy Cho	Chief Financial Officer (Principal Financial and Accounting Officer)	October 28, 2022
<u>/s/ John Diekman</u> John Diekman	Director	October 28, 2022
<u>/s/ William Lis</u> William Lis	Director	October 28, 2022
<u>/s/ Leon O. Moulder, Jr.</u> Leon O. Moulder, Jr.	Director	October 28, 2022
<u>/s/ Peter Wirth</u> Peter Wirth	Director	October 28, 2022

**ZAI LAB LIMITED**

Number  
[ ]

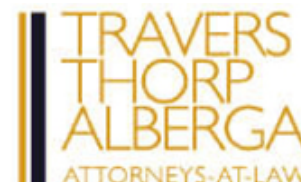
Ordinary Shares  
- [ ] -

Incorporated under the laws of the Cayman Islands  
Share capital is **US\$30,000** divided into **5,000,000,000** Shares of **US\$0.000006** par value each

THIS IS TO CERTIFY THAT [ ] is the registered holder of [ ] Ordinary Shares in the above-named Company subject to the Sixth Amended and Restated Memorandum and Articles of Association thereof.

EXECUTED on behalf of the said Company on the [ ] day of [ ] 2022 by:





**Office:** +852 2801 6066  
**Mobile:** +61 41 777 0260  
**Email:** rthorp@tta.lawyer

Zai Lab Limited  
314 Main Street  
4th Floor, Suite 100  
Cambridge, MA 02142  
United States

October 28, 2022

Dear Sirs or Madams

**Zai Lab Limited**

We have examined the Registration Statement on Form S-8 to be filed by Zai Lab Limited, a Cayman Islands exempted company incorporated with limited liability (the “**Registrant**”), with the Securities and Exchange Commission (the “**Registration Statement**”), relating to the registration under the Securities Act of 1933, as amended, of an amount of ordinary shares of the Registrant (the “**Shares**”) for issuance pursuant to the Zai Lab Limited 2022 Equity Incentive Plan (the “**Plan**”).

As Cayman Islands counsel to the Registrant, we have examined the corporate authorisations of the Registrant in connection with the Plan and the issue of the Shares by the Registrant and have assumed that the Shares will be issued in accordance with the Plan and the resolutions authorizing the issue.

It is our opinion that the Shares to be issued by the Registrant have been duly and validly authorised, and when issued, sold and paid for in the manner described in the Plan and in accordance with the relevant resolutions adopted by the Board of Directors of the Registrant (or any committee to whom the Board of Directors have delegated their powers with respect to administration of the Plan) and when appropriate entries have been made in the Register of Members of the Registrant, will be legally issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement and further consent to all references to us in the Registration Statement and any amendments thereto.

Yours faithfully

/s/ **TRAVERS THORP ALBERGA**

**TRAVERS THORP ALBERGA**

Tel: +852 2801 6066 1205A The Centrium  
Fax: +852 2801 6767 60 Wyndham Street  
[www.traversthorpalberga.com](http://www.traversthorpalberga.com) Central HONG KONG  
Cayman Islands & British Virgin Islands Attorneys-at-Law  
**Resident Hong Kong Partners:** Richard Thorp  
Anthony Travers OBE, Jos Briggs, Guy Connell

**Name:**   
**Number of ADSs subject to the Stock Option:**   
**Exercise Price Per ADS:**   
**Date of Grant:**   
**Vesting Commencement Date**

**ZAI LAB LIMITED**  
**2022 EQUITY INCENTIVE PLAN**

**NON-STATUTORY STOCK OPTION AWARD AGREEMENT**

This agreement (this "Agreement") evidences a stock option granted by Zai Lab Limited (the "Company") to the individual named above (the "Optionee"), pursuant to and subject to the terms of the Zai Lab Limited 2022 Equity Incentive Plan (as from time to time amended and in effect, the "Plan").

1. Meaning of Certain Terms. Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan. The following terms have the following meanings:

- (a) "Beneficiary": In the event of the Optionee's death, the beneficiary named in the written designation (in a form acceptable to the Administrator) most recently filed with the Administrator by the Optionee prior to the Optionee's death and not subsequently revoked, or, if there is no such designated beneficiary, the executor or administrator of the Optionee's estate. An effective beneficiary designation will be treated as having been revoked only upon receipt by the Administrator, prior to the Optionee's death, of an instrument of revocation in a form acceptable to the Administrator.
- (b) "Option Holder": The Optionee or, if at the relevant time the Stock Option has passed to a Beneficiary, the Beneficiary.

2. Grant of Stock Option. The Company grants to the Optionee on the date set forth above (the "Date of Grant") an option (the "Stock Option") to purchase, pursuant to and subject to the terms set forth in this Agreement and in the Plan, up to the number of ADSs (the "Shares") with an exercise price per Share as set forth above, in each case, subject to adjustment pursuant to Section 7 of the Plan in respect of transactions occurring after the date hereof. Each ADS represents the right to receive [\_\_\_] (\_\_\_) Ordinary Shares (subject to any Share dividend, Share split or combination of Shares (including a reverse Share split)).

The Stock Option evidenced by this Agreement is a non-statutory option (that is, an option that does not qualify as an incentive stock option under Section 422 of the Code) and is granted to the Optionee in connection with the Optionee's Employment.

3. Vesting; Method of Exercise; Cessation of Employment.

- (a) Vesting. The term “vest” as used herein with respect to the Stock Option or any portion thereof means to become exercisable, and the term “vested” as applied to any outstanding Stock Option means that the Stock Option is then exercisable, subject, in each case, to the terms of the Plan.
  - (i) [Specific vesting terms to be specified in each grant.]
- (b) Exercise of the Stock Option. No portion of the Stock Option may be exercised until such portion vests. Each election to exercise any vested portion of the Stock Option will be subject to the terms and conditions of the Plan and must be in written or electronic form acceptable to the Administrator, signed (including by electronic signature) by the Optionee (or in such other form as is acceptable to the Administrator). Each such written or electronic exercise election must be received by the Company at its principal office or by such other party as the Administrator may prescribe and be accompanied by payment in full of the exercise price as provided in the Plan. The latest date on which the Stock Option or any portion thereof may be exercised is the 10<sup>th</sup> anniversary of the Date of Grant (the “Final Exercise Date”) and, if not exercised by such date, the Stock Option or any remaining portion thereof will thereupon immediately terminate.
- (c) Cessation of Employment. If the Optionee’s Employment ceases, except as expressly provided for in an employment or other individual agreement between the Optionee and the Company or any of its subsidiaries, the Stock Option, to the extent not already vested, will be immediately forfeited, and any vested portion of the Stock Option that is then outstanding will be treated as provided in the Plan.

4. Forfeiture; Recovery of Compensation.

- (a) The Stock Option, and the proceeds from the exercise or disposition of the Stock Option or the Shares, will be subject to forfeiture and disgorgement to the Company, with interest and related earnings, if at any time the Optionee is not in compliance with all applicable provisions of this Agreement and the Plan.
- (b) By accepting, or being deemed to have accepted, the Stock Option, the Optionee expressly acknowledges and agrees that his or her rights, and those of any permitted transferee of the Stock Option, under the Stock Option, including the right to any Share acquired under the Stock Option or proceeds from the disposition thereof, are subject to Section 6(a)(5) of the Plan (including any successor provision). Nothing in the preceding sentence may be construed as limiting the general application of Section 8 of this Agreement.

5. Nontransferability. The Stock Option may not be transferred except as expressly permitted under Section 6(a)(3) of the Plan.

6. **Withholding.** [The exercise of the Stock Option will give rise to “wages” subject to withholding. The Optionee expressly acknowledges and agrees that the Optionee’s rights hereunder, including the right to be issued Shares upon exercise, are subject to the Optionee promptly paying to the Company in cash or by check (or by such other means as may be acceptable to the Administrator) all taxes required to be withheld. No Shares will be issued pursuant to the exercise of the Stock Option unless and until the person exercising the Stock Option has remitted to the Company an amount in cash sufficient to satisfy any federal, state, or local withholding tax requirements, or has made other arrangements satisfactory to the Company with respect to such taxes. The Optionee authorizes the Company and its subsidiaries to take the following actions with respect to withholding tax requirements: (i) withhold such amount from any amounts otherwise owed to the Optionee, (ii) cause the Optionee to tender a cash payment; (iii) permit or require the Optionee to enter into a “same day sale” commitment, if applicable, with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a “FINRA Dealer”) whereby the Optionee irrevocably elects to sell a portion of the Shares to be delivered in connection with the exercise of the Stock Option to satisfy the withholding taxes and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the withholding taxes directly to the Company and/or its affiliates; or (iv) withhold Shares from the Shares issued or otherwise issuable to the Optionee in connection with the exercise of the Stock Option with a Fair Market Value (measured as of the date Shares are issued pursuant to Section 3) equal to the amount of such withholding taxes; provided, however, that the number of such Shares so withheld will be at least the minimum amount necessary to satisfy the Company’s required tax withholding but in no event more than the maximum permitted withholding under applicable law; and provided, further, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Securities Exchange Act of 1934, if applicable, such share withholding procedure will be subject to the express prior approval of the Company’s Compensation Committee. Notwithstanding the foregoing, nothing in the preceding sentence may be construed as relieving the Optionee of any liability for satisfying his or her obligation under the preceding provisions of this Section.]<sup>1</sup> [The Optionee expressly acknowledges that he or she is responsible for satisfying and paying all taxes arising from, or due in connection with, the Stock Option, its exercise or a disposition of Shares acquired upon exercise of the Stock Option. The Company will have no liability or obligation related to the foregoing.]<sup>2</sup>

7. **Effect on Employment.** Neither the grant of the Stock Option, nor the issuance of Shares upon exercise of the Stock Option, will give the Optionee any right to be retained in the employ or service of the Company or any of its subsidiaries, affect the right of the Company or any of its subsidiaries to terminate the Optionee’s Employment at any time, subject to the terms and conditions of an effective employment or other individual agreement, if any, between the Optionee and the Company or any of its subsidiaries, or affect any right of the Optionee to terminate his or her Employment at any time, subject to the terms and conditions of an effective employment or other individual agreement, if any, between the Optionee and the Company or any of its subsidiaries.

8. **Provisions of the Plan.** This Agreement is subject in its entirety to the provisions of the Plan, which are incorporated herein by reference. A copy of the Plan as in effect on the Date of Grant has been furnished or made available to the Optionee. By accepting, or being deemed to have accepted, all or any part of the Stock Option, the Optionee agrees to be bound by the terms of the Plan and this Agreement. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan will control.

<sup>1</sup> To be used if the Optionee is an employee.

<sup>2</sup> To be used if the Optionee is a non-employee director or other independent contractor.

9. Acknowledgements. The Optionee acknowledges and agrees that (i) this Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same instrument, (ii) this Agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, will constitute an original signature for all purposes hereunder, and (iii) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Optionee.

*[Signature page follows.]*

The Company, by its duly authorized officer, and the Optionee have executed this Agreement as of the Date of Grant.

ZAI LAB LIMITED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed and Accepted:

By: \_\_\_\_\_  
[Name of Grantee]

Dated: [\_\_\_\_\_]

*Signature Page to Non-Statutory Stock Option Award Agreement*

## ZAI LAB LIMITED

## 2022 EQUITY INCENTIVE PLAN

RESTRICTED SHARE AWARD AGREEMENT

This award evidences the grant of Restricted Shares represented by [ADSs / Ordinary Shares] (the “Award”) by Zai Lab Limited (the “Company”), on [ ] to [ ] (the “Grantee”) pursuant to and subject to the terms of the Zai Lab Limited 2022 Equity Incentive Plan (as from time to time in effect, the “Plan”). Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan.

1. Grant of Restricted Shares. The Company grants to the Grantee on the date set forth above (the “Date of Grant”) [ ] Restricted Shares represented by [ ] ADSs (the “Shares”). Each ADS represents the right to receive [ ] ([ ]) Ordinary Shares (subject to any Share dividend, Share split or combination of Shares (including a reverse Share split)). No Shares can be acquired by the Grantee pursuant to this Award unless, within 14 days of the Date of Grant, the Grantee has acknowledged and accepted the Award and thereby agreed to its terms by signing a copy of this instrument in the space indicated below and returning it to [ ].

2. Nontransferability of Shares. The Shares acquired by the Grantee pursuant to this Award shall not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of except as provided below and in the Plan.

3. Vesting; Forfeiture. The vesting and forfeiture provisions applicable to the Award are set forth in Exhibit A hereto.

4. Compliance with Plan Restrictions; Recovery of Compensation.

(a) By accepting the Award, the Grantee expressly acknowledges and agrees that in addition to the vesting and forfeiture provisions set forth in Exhibit A hereto, the Award (whether or not vested) is subject to forfeiture, and the Grantee and any permitted transferee will be obligated to return to the Company the value received with respect to the Award (including any gain realized on a subsequent sale or disposition of Shares) in accordance with any clawback or similar policy maintained by the Company, as such policy may be amended and in effect from time to time.

(b) The Grantee hereby (i) appoints the Company as the attorney-in-fact of the undersigned to take such actions as may be necessary or appropriate to effectuate a transfer of the record ownership of any Shares that are invested and forfeited hereunder, (ii) agrees to deliver to the Company, as a precondition to the issuance of any certificate or certificates with respect to unvested Shares hereunder, one or more stock powers, endorsed in blank, with respect to such Shares, and (iii) agrees to sign such other powers and take such other actions as the Company may reasonably request to accomplish the transfer or forfeiture of any unvested Shares that are forfeited hereunder.

5. Dividends. The Grantee shall be entitled to receive any and all dividends or other distributions paid with respect to those Shares of which the Grantee is the record owner on the record date for such dividend or other distribution; provided, however, that any property or cash (including, without limitation, any regular cash dividends) distributed with respect to a Share (the "associated share") acquired hereunder, including without limitation a distribution of Shares by reason of a Share dividend, Share split or otherwise, or a distribution of other securities with respect to an associated share, shall be subject to the restrictions of this Award in the same manner and for so long as the associated share remains subject to such restrictions, and shall be promptly forfeited if and when the associated share is so forfeited; and further provided, that the Administrator may require that any cash distribution with respect to the Shares be placed in escrow. Any cash amounts that would otherwise have been paid with respect to an associated share shall be accumulated and paid to the Grantee, without interest, only upon, or within thirty (30) days following, the date on which such associated share vests hereunder (the "Vesting Date") and any other property distributable with respect to such associated share shall also vest on the Vesting Date.

6. Retention of Certificates. Any certificates representing unvested Shares shall be held by the Company. If unvested Shares are held in book entry form, the undersigned agrees that the Company may give stop transfer instructions to the depository to ensure compliance with the provisions hereof.

7. Legends. Any certificates representing unvested Shares will bear such legends as determined by the Company that discloses the restrictions on transferability imposed on such Shares as a result of this Award and the Plan. As soon as practicable following the vesting of any such Shares, the Company shall cause a certificate or certificates covering such Shares, without the aforesaid legend, to be issued and delivered to the undersigned. If any Shares are held in book-entry form, the Company may take such steps as it deems necessary or appropriate to record and manifest the restrictions applicable to such Shares.

8. Certain Tax Matters.

(a) The Grantee has been advised to confer promptly with a professional tax advisor to consider whether the Grantee should make a so-called "83(b) election" with respect to the Shares. Any such election, to be effective, must be made in accordance with applicable regulations and within thirty (30) days following the date this Award is granted, and the Grantee must provide the Company with a copy of the 83(b) election prior to filing. The Company has made no recommendation to the Grantee with respect to the advisability of making such an election.

(b) The Grantee expressly acknowledges and agrees that he or she shall be responsible for satisfying and paying all taxes arising from or due in connection with the grant or vesting of the Award. The Company shall have no liability or obligation relating to the foregoing.



9. Effect on Service. The grant of the Shares will not give the Grantee any right to be retained in the service of the Company or any of its affiliates, affect the right of the Company or any of its affiliates to discharge or discipline such Grantee at any time, or affect any right of such Grantee to terminate his or her service at any time.

10. Provisions of the Plan. This Award is subject to the provisions of the Plan, which are incorporated herein by reference. A copy of the Plan as in effect on the Date of Grant of this Award has been furnished or made available to the Grantee. By accepting this Award, the Grantee agrees to be bound by the terms of the Plan and this Award. All initially capitalized terms used herein will have the meaning specified in the Plan, unless another meaning is specified herein.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its duly authorized officer.

ZAI LAB LIMITED

By \_\_\_\_\_

Dated: [\_\_\_\_\_]

The undersigned hereby acknowledges the terms set forth above and in Exhibit A, and in the Plan, and agrees to be bound thereby:

\_\_\_\_\_  
[Name of Grantee]

Dated: [\_\_\_\_\_]

*Signature Page to Restricted Share Award Agreement*

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**Exhibit A**

[Specific vesting and forfeiture terms to be specified in each grant.]

Name: [ ]  
 Number of Restricted Share Units subject to Award: [ ]  
 Date of Grant: [ ]

ZAI LAB LIMITED

2022 EQUITY INCENTIVE PLAN

RESTRICTED SHARE UNIT AWARD AGREEMENT

This agreement (this "Agreement") evidences an award (the "Award") of Restricted Share Units granted by Zai Lab Limited (the "Company") to the individual named above (the "Grantee"), pursuant to and subject to the terms of the Zai Lab Limited 2022 Equity Incentive Plan (as amended from time to time, the "Plan").

1. Grant of Restricted Share Unit Award. The Company grants to the Grantee on the date set forth above (the "Date of Grant") the number of Restricted Share Units (the "Restricted Share Units") set forth above giving the Grantee the conditional right to receive, without payment and pursuant to and subject to the terms set forth in this Agreement and in the Plan, one ADS (each, a "Share") with respect to each Restricted Share Unit forming part of the Award, subject to adjustment pursuant to Section 7 of the Plan in respect of transactions occurring after the date hereof. Each ADS represents the right to receive [ ] ([ ]) Ordinary Shares (subject to any Share dividend, Share split or combination of Shares (including a reverse Share split)).

2. Meaning of Certain Terms. Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan. The following terms have the following meanings:

- (a) "Beneficiary" means, in the event of the Grantee's death, the beneficiary named in the written designation (in a form acceptable to the Administrator) most recently filed with the Administrator by the Grantee prior to the Grantee's death and not subsequently revoked, or, if there is no such designated beneficiary, the executor or administrator of the Grantee's estate. An effective beneficiary designation will be treated as having been revoked only upon receipt by the Administrator, prior to the Grantee's death, of an instrument of revocation in a form acceptable to the Administrator.

3. Vesting; Cessation of Employment.

- (a) Vesting. Unless earlier terminated, forfeited, relinquished or expired, the Restricted Share Units will vest as follows, subject to the Grantee remaining in continuous Employment from the Date of Grant through each such vesting date:
- (i) [Specific vesting terms to be specified in each grant.]

- (b) Forfeiture. Automatically and immediately upon the cessation of the Grantee's Employment (i) the unvested portion of the Award will terminate and be forfeited for no consideration, and (ii) the vested portion of the Award, if any, will terminate and be forfeited for no consideration if the Grantee's Employment is terminated in connection with an act or failure to act constituting Cause (as the Administrator, in its sole discretion, may determine), or such termination of Employment occurs in circumstances that in the determination of the Administrator would have entitled the Company and its subsidiaries to terminate the Grantee's Employment for Cause.

4. Delivery of Shares. Subject to Section 5 below, the Company shall, as soon as practicable upon the vesting of any portion of the Award (but in no event later than 30 days following the date on which such Restricted Share Units vest), effect delivery of the Shares with respect to such vested Restricted Share Units to the Grantee (or, in the event of the Grantee's death following the vesting of such portion of the Award, to the Grantee's Beneficiary). No Shares will be issued pursuant to the Award unless and until all legal requirements applicable to the issuance or transfer of such Shares have been complied with to the satisfaction of the Administrator.

5. Forfeiture; Recovery of Compensation. The Administrator may cancel, rescind, withhold or otherwise limit or restrict the Award at any time if the Grantee is not in compliance with all applicable provisions of this Agreement and the Plan. By accepting, or being deemed to have accepted, the Award, the Grantee expressly acknowledges and agrees that his or her rights, and those of any Beneficiary or permitted transferee of the Award, under the Award, including the right to any Shares acquired under the Award or proceeds from the disposition thereof, are subject to Section 6(a)(5) of the Plan (including any successor provision). Nothing in the preceding sentence may be construed as limiting the general application of Section 8 of this Agreement.

6. Dividends; Other Rights. The Award may not be interpreted to bestow upon the Grantee any equity interest or ownership in the Company or any subsidiary prior to the date on which the Company delivers Shares to the Grantee. The Grantee is not entitled to vote any Shares by reason of the granting of the Award or to receive or be credited with any dividends declared and payable on any Share prior to the date on which any such Share is delivered to the Grantee hereunder. The Grantee will have the rights of a shareholder only as to those Shares, if any, that are actually delivered under the Award.

7. Nontransferability. The Award may not be transferred except as expressly permitted under Section 6(a)(3) of the Plan.

## 8. Withholding.

- (a) [The Grantee expressly acknowledges that the vesting or settlement of the Restricted Share Units acquired hereunder may give rise to “wages” subject to withholding. The Grantee expressly acknowledges and agrees that the Grantee’s rights hereunder, including the right to receive Shares following the vesting of any portion of the Award, are subject to the Grantee promptly paying to the Company in cash (or by such other means as may be acceptable to the Administrator in its discretion) all taxes required to be withheld. No Shares will be delivered pursuant to the Award unless and until the Grantee (or the Grantee’s Beneficiary or permitted transferee of the Award) has remitted to the Company an amount in cash sufficient to satisfy any federal, state, or local withholding tax requirements, or has made other arrangements satisfactory to the Company with respect to such taxes. The Grantee authorizes the Company and its subsidiaries to take the following actions with respect to withholding tax requirements: (i) withhold such amount from any amounts otherwise owed to the Grantee, (ii) cause the Grantee to tender a cash payment; (iii) permit or require the Grantee to enter into a “same day sale” commitment, if applicable, with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a “FINRA Dealer”) whereby the Grantee irrevocably elects to sell a portion of the Shares to be delivered in connection with the Restricted Share Units to satisfy the withholding taxes and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the withholding taxes directly to the Company and/or its affiliates; or (iv) withhold Shares from the Shares issued or otherwise issuable to the Grantee in connection with the Award with a Fair Market Value (measured as of the date Shares are issued pursuant to Section 4) equal to the amount of such withholding taxes; provided, however, that the number of such Shares so withheld will be at least the minimum amount necessary to satisfy the Company’s required tax withholding but in no event more than the maximum permitted withholding under applicable law; and provided, further, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Securities Exchange Act of 1934, if applicable, such share withholding procedure will be subject to the express prior approval of the Company’s Compensation Committee. Notwithstanding the foregoing, nothing in the preceding sentence may be construed as relieving the Grantee of any liability for satisfying his or her obligation under the preceding provisions of this Section.]<sup>1</sup> [The Grantee expressly acknowledges and agrees that he or she shall be responsible for satisfying and paying all taxes arising from or due in connection with the grant or vesting of the Restricted Share Units and/or the delivery of any Shares hereunder. The Company shall have no liability or obligation relating to the foregoing.]<sup>2</sup>
- (b) The Grantee expressly acknowledges that because this Award consists of an unfunded and unsecured promise by the Company to deliver Shares in the future, subject to the terms hereof, it is not possible to make a so-called “83(b) election” under U.S. federal tax laws with respect to the Award.

9. Effect on Employment. Neither the grant of the Award, nor the issuance of Shares upon the vesting of the Award, will give the Grantee any right to be retained in the employ or service of the Company or any of its subsidiaries, affect the right of the Company or any of its subsidiaries to discharge the Grantee at any time, subject to the terms and conditions of an effective employment or other individual agreement, if any, between the Grantee and the Company or any of its subsidiaries, or affect any right of the Grantee to terminate his or her Employment at any time, subject to the terms and conditions of an effective employment or other individual agreement, if any, between the Grantee and the Company or any of its subsidiaries.

<sup>1</sup> To be used if the Grantee is an employee.

<sup>2</sup> To be used if the Grantee is a non-employee director or other independent contractor.

10. Provisions of the Plan. This Agreement is subject in its entirety to the provisions of the Plan, which are incorporated herein by reference. A copy of the Plan as in effect on the Date of Grant has been furnished or made available to the Grantee. By accepting, or being deemed to have accepted, all or any portion of the Award, the Grantee agrees to be bound by the terms of the Plan and this Agreement. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan will control.

11. Acknowledgements. The Grantee acknowledges and agrees that (i) this Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same instrument, (ii) this Agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, will constitute an original signature for all purposes hereunder, and (iii) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Grantee.

*[Signature page follows.]*

The Company, by its duly authorized officer, and the Grantee have executed this Agreement as of the date first set forth above.

ZAI LAB LIMITED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed and Accepted:

By: \_\_\_\_\_  
[Name of Grantee]

Dated: [\_\_\_\_\_]

*Signature Page to Restricted Share Unit Award Agreement*



CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated March 1, 2022, relating to the financial statements of Zai Lab Limited and the effectiveness of Zai Lab Limited's internal control over financial reporting, appearing in the Annual Report on Form 10-K for the year ended December 31, 2021.

/s/ Deloitte Touche Tohmatsu Certified Public Accountants LLP

Deloitte Touche Tohmatsu Certified Public Accountants LLP

Shanghai, the People's Republic of China

October 28, 2022

## CALCULATION OF FILING FEE TABLE

Form S-8  
(Form Type)Zai Lab Limited  
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered (1)	Proposed Maximum Offering Price Per Unit (2)	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Ordinary Shares, par value \$0.000006 per share (3)	457(h)	97,908,743 (4)	\$2.34825	\$229,914,205.75	0.00011020	\$25,336.55
Total Offering Amounts					\$229,914,205.75		\$25,336.55
Total Fee Offsets							—
Net Fee Due							\$25,336.55

- (1) Pursuant to Rule 416(a) under the Securities Act, this Registration Statement also covers such additional Ordinary Shares as may be issued to prevent dilution from stock splits, stock dividends and similar transactions.
- (2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(h) under the Securities Act based on the average high and low prices of the Registrant's American Depositary Shares ("ADSs") as reported by the NASDAQ Global Market on October 24, 2022, a date that is within five business days prior to the date on which this Registration Statement is being filed, to be \$25.99 and \$20.975, respectively. One of the Registrant's ADSs represents ten Ordinary Shares.
- (3) These shares may be represented by the Registrant's ADSs. The Registrant's ADSs issuable upon deposit of the Ordinary Shares registered hereby have been registered under a separate registration statement on Form F-6 (File No. 333-220256).
- (4) The Zai Lab Limited 2022 Equity Incentive Plan (the "Plan") authorizes the issuance of a maximum number of Ordinary Shares equal to 97,908,743 as of June 22, 2022 (i.e., the date the Plan was approved by Zai Lab Limited's shareholders). The Plan was approved by shareholders at the 2022 Annual General Meeting of Shareholders of Zai Lab Limited held on June 22, 2022. These Ordinary Shares may be represented by the Registrant's ADSs. The Registrant's ADSs issuable upon deposit of the Ordinary Shares registered hereby have been registered under a separate registration statement on Form F-6 (File No. 333-220256).