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SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

SCHEDULE 13D  
(Rule 13d-102)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT  
TO RULE 13d-2(a)

(Amendment No. 8)\*

**BeiGene, Ltd.**

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(Name of Issuer)

**Ordinary Shares, par value \$0.0001 per share**

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(Title of Class of Securities)

**07725L102\*\***

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(CUSIP number)

Alexandra A. Toohey  
Chief Financial Officer  
Baker Bros. Advisors LP  
860 Washington Street, 3<sup>rd</sup> Floor  
New York, NY 10014  
(212) 339-5690

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(Name, address and telephone number of person authorized to receive notices and communications)

December 1, 2020

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(Date of event which requires filing of this statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

(Continued on the following pages)

(Page 1 of 10 Pages)

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\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

\*\*This CUSIP applies to the American Depositary Shares, each representing thirteen Ordinary Shares

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1.	NAMES OF REPORTING PERSONS Baker Bros. Advisors LP		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS* OO		
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER: 153,853,343 (1)	
	8.	SHARED VOTING POWER: 0	
	9.	SOLE DISPOSITIVE POWER: 153,853,343 (1)	
	10.	SHARED DISPOSITIVE POWER: 0	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 153,853,343 (1)		
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.0% (1)(2)		
14.	TYPE OF REPORTING PERSON* IA, PN		

(1) Includes 153,270,663 of the Ordinary Shares (“Ordinary Shares”) of BeiGene, Ltd. (the “Issuer”) reported that are beneficially owned through American Depositary Shares (“ADS”), 18,564 Ordinary Shares received from vested restricted stock units of the Issuer (“RSU’s”) and 564,070 Ordinary Shares underlying 564,070 options to purchase Ordinary Shares (“Share Options”). Each ADS represents 13 Ordinary Shares of the Issuer.

(2) Based on 1,182,083,060 Ordinary Shares outstanding at November 30, 2020 as reported by the Issuer on the Hong Kong Exchange and Clearing Limited (“HKEX”) on November 30, 2020.

1.	NAMES OF REPORTING PERSONS Baker Bros. Advisors (GP) LLC	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS* OO	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER: 153,853,343 (1)
	8.	SHARED VOTING POWER: 0
	9.	SOLE DISPOSITIVE POWER: 153,853,343 (1)
	10.	SHARED DISPOSITIVE POWER: 0
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 153,853,343 (1)	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.0% (1)(2)	
14.	TYPE OF REPORTING PERSON* HC, OO	

(1) Includes 153,270,663 of the Ordinary Shares reported that are beneficially owned through ADS, 18,564 Ordinary Shares received from vested RSU's and 564,070 Ordinary Shares underlying 564,070 Share Options. Each ADS represents 13 Ordinary Shares of the Issuer.

(2) Based on 1,182,083,060 Ordinary Shares outstanding at November 30, 2020 as reported by the Issuer on the HKEX on November 30, 2020.

1.	NAMES OF REPORTING PERSONS Felix J. Baker		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS* OO		
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER: 154,315,490 (1)	
	8.	SHARED VOTING POWER:	
	9.	SOLE DISPOSITIVE POWER: 154,315,490 (1)	
	10.	SHARED DISPOSITIVE POWER:	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 154,315,490 (1)		
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.0% (1)(2)		
14.	TYPE OF REPORTING PERSON* IN, HC		

(1) Includes 153,270,663 Ordinary Shares reported that are beneficially owned through ADS, 18,564 Ordinary Shares received from vested RSU's, and 564,070 Ordinary Shares underlying 564,070 Share Options. Each ADS represents 13 Ordinary Shares of the Issuer.

(2) Based on 1,182,083,060 Ordinary Shares outstanding at November 30, 2020 as reported by the Issuer on the HKEX.

1.	NAMES OF REPORTING PERSONS Julian C. Baker	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS* OO	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER: 154,315,490 (1)
	8.	SHARED VOTING POWER
	9.	SOLE DISPOSITIVE POWER: 154,315,490 (1)
	10.	SHARED DISPOSITIVE POWER:
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 154,315,490 (1)	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.0% (1)(2)	
14.	TYPE OF REPORTING PERSON* IN, HC	

(1) Includes 153,270,663 Ordinary Shares reported that are beneficially owned through ADS, 18,564 Ordinary Shares received from vested RSU's and 564,070 Ordinary Shares underlying 564,070 Share Options, Each ADS represents 13 Ordinary Shares of the Issuer.

(2) Based on 1,182,083,060 Ordinary Shares outstanding at November 30, 2020 as reported by the Issuer on the HKEX on November 30, 2020.

1.	NAMES OF REPORTING PERSONS FBB3 LLC	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS (See Instructions) OO	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 151,004 (1)
	8.	SHARED VOTING POWER 0
	9.	SOLE DISPOSITIVE POWER 151,004 (1)
	10.	SHARED DISPOSITIVE POWER 0
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 151,004 (1)	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) (2)	
14.	TYPE OF REPORTING PERSON (See Instructions) OO	

(1) Includes 150,995 Ordinary Shares reported that are beneficially owned through ADS.

(2) The percentage is less than 0.1% based on 1,182,083,060 Ordinary Shares outstanding at November 30, 2020 as reported by the Issuer on the HKEX on November 30, 2020.

**Amendment No. 8 to Schedule 13D**

This Amendment No. 8 to Schedule 13D amends and supplements the previously filed Schedules 13D filed by Baker Bros. Advisors LP (the “Adviser”), Baker Bros. Advisors (GP), LLC (the “Adviser GP”), Julian C. Baker, Felix J. Baker and FBB3 LLC (“FBB3”) (collectively the “Reporting Persons”). Except as supplemented herein, such statements, as heretofore amended and supplemented, remain in full force and effect.

The Adviser GP is the sole general partner of the Adviser. Pursuant to the management agreements, as amended, among the Adviser, Baker Brothers Life Sciences, L.P. (“Life Sciences”) and 667, L.P. (“667”, and together with Life Sciences, the “Funds”), and their respective general partners, the Funds’ respective general partners relinquished to the Adviser all discretion and authority with respect to the investment and voting power over securities held by the Funds, and thus the Adviser has complete and unlimited discretion and authority with respect to the Funds’ investments and voting power over investments.

**Item 3. Source and Amount of Funds or Other Consideration**

The disclosure in Item 4 is incorporated herein by reference.

**Item 4. Purpose of the Transaction.**

Item 4 of Schedule 13D is supplemented and amended, as the case may be, as follows:

On December 1, 2020, BeiGene, Ltd. (the “Issuer”) and the Funds entered into an underwriting agreement (the “Underwriting Agreement”) with Goldman Sachs & Co. LLC (the “Underwriter”), related to a public offering (the “Offering”) of 1,511,546 American Depositary Shares (“ADS”) of the Issuer by the Funds as selling shareholders at a price to the public of \$225.00 per ADS. Each ADS represents 13 Ordinary Shares. In addition, the Funds granted the Underwriter an option exercisable for 30 days from the date of the Underwriting Agreement to purchase, at the public offering price less any underwriting discounts and commissions, up to an additional 151,154 ADS to cover overallocments, if any. The Offering closed on December 4, 2020.

Pursuant to the Offering, 667 and Life Sciences sold 125,513 and 1,386,033 ADS, respectively, at the offering price of \$220.50 per share (net of underwriting discounts), totaling 1,511,546 shares in the aggregate.

The foregoing description of the Underwriting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Underwriting Agreement, which is incorporated by reference as Exhibit 99.1 hereto and is incorporated herein by reference.

The Funds hold securities of the Issuer for investment purposes. The Reporting Persons or their affiliates may dispose of additional securities or purchase securities in varying amounts and at varying times depending upon the Reporting Persons’ continuing assessments of pertinent factors, including the availability of securities of the Issuer for purchase at particular price levels, the business prospects of the Issuer, other business investment opportunities, economic conditions, stock market conditions, money market conditions, the attitudes and actions of the board of directors of the Issuer (the “Board”) and management of the Issuer, the availability and nature of opportunities to dispose of securities of the Issuer and other plans and requirements of the particular entities. The Reporting Persons may discuss items of mutual interest with the Issuer’s management, other members of the Board and other investors, which could include items in subparagraphs (a) through (j) of Item 4 Schedule 13D.

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Depending upon their assessments of the above factors, the Reporting Persons or their affiliates may change their present intentions as stated above and they may assess whether to make suggestions to the management of the Issuer regarding financing, and whether to acquire additional securities of the Issuer (by means of open market purchases, privately negotiated purchases, or otherwise) or to dispose of some or all of the securities of the Issuer under their control.

Except as otherwise disclosed herein, at the present time, the Reporting Persons do not have any plans or proposals with respect to any extraordinary corporate transaction involving the Issuer including, without limitation, those matters described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

**ITEM 5. Interest in Securities of the Issuer.**

Item 5 of this Schedule 13D is hereby amended and restated as follows:

(a) and (b) Items 7 through 11 and 13 of each of the cover pages of this Amendment No. 8 are incorporated herein by reference.

Set forth below is the aggregate number of Ordinary Shares directly held by the Funds, 153,270,663 of which are directly held by the Funds through ADS, along with the percentage of the Issuer's outstanding Ordinary Shares such holdings represent. The information set forth below is based on 1,182,083,060 Ordinary Shares outstanding at November 30, 2020 as reported by the Issuer on the Hong Kong Exchange and Clearing Limited ("HKEX") on November 30, 2020. Such percentage figures are calculated in accordance with Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

Name	Number of Ordinary Shares we own or have the right to acquire within 60 days	Percent of Class Outstanding
667, L.P.	12,727,060	1.1%
Baker Brothers Life Sciences, L.P.	140,543,649	11.9%
<b>Total</b>	<b>153,270,709</b>	<b>13.0%</b>

Michael Goller and Ranjeev Krishana, full-time employees of the Adviser, have served on the Board since April 21, 2015 and October 7, 2014, respectively. Prior to serving on the Board, Michael Goller was a Board observer. Michael Goller and Ranjeev Krishana currently serve on the Board as representatives of the Funds. Michael Goller and Ranjeev Krishana each hold 282,035 options to purchase Ordinary Shares ("Share Options") received in connection with their service on the Board which vest within 60 days from the date of this Amendment No. 8. Michael Goller and Ranjeev Krishana each hold 9,282 Ordinary Shares received from vested restricted stock units ("RSU's") in connection with their service on the Board. Additionally, Michael Goller and Ranjeev Krishana each hold 45,383 Share Options ("2020 Share Options") in connection with their service on the Board. The 2020 Share Options are exercisable at \$13.42 per Ordinary Share and vest on the earlier of the first anniversary of the date of grant or the date of the next annual meeting of shareholders. The 2020 Stock Options expire June 16, 2030. The policy of the Funds and the Adviser does not permit managing members of the Adviser GP or full-time employees of the Adviser to receive compensation for serving as directors of the Issuer, and the Funds are instead entitled to the pecuniary interest in any compensation received for their service.

The Adviser GP, Felix J. Baker and Julian C. Baker as managing members of the Adviser GP, and the Adviser may be deemed to be beneficial owners of securities of the Issuer directly held by the Funds.

Julian C. Baker and Felix J. Baker are also the sole managers of FBB3 and by policy they do not transact in or vote the securities of the Issuer held by FBB3.



(c) The disclosure in Item 4 and elsewhere in this Item 5 is incorporated herein by reference. Except as disclosed herein, none of the Reporting Persons or their affiliates has effected any other transactions in securities of the Issuer during the past 60 days.

(d) Certain securities of the Issuer are held directly by 667, a limited partnership the sole general partner of which is Baker Biotech Capital, L.P., a limited partnership the sole general partner of which is Baker Biotech Capital (GP), LLC. Julian C. Baker and Felix J. Baker are the managing members of Baker Biotech Capital (GP), LLC.

Certain securities of the Issuer are held directly by Life Sciences, a limited partnership the sole general partner of which is Baker Brothers Life Sciences Capital, L.P., a limited partnership the sole general partner of which is Baker Brothers Life Sciences Capital (GP), LLC. Julian C. Baker and Felix J. Baker are the managing members of Baker Brothers Life Sciences Capital (GP), LLC.

(e) Not applicable.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 6 of this Schedule 13D is hereby supplemented and amended, as the case may be, as follows:

The disclosure in Item 4 is incorporated herein by reference.

The Underwriting Agreement is incorporated by reference as Exhibit 99.1 hereto and is incorporated herein by reference.

On December 1, 2020, the Issuer and the Funds along with other investors entered into Amendment No.1 (the "Amendment") to the registration rights agreement that was previously disclosed and entered into on November 16, 2016 ("Registration Rights Agreement"). Pursuant to the Amendment, effective December 31, 2020, the Issuer's registration obligations under the Registration Rights Agreement will continue in effect for up to another three years, until December 31, 2023.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is incorporated by reference as Exhibit 99.2 hereto and is incorporated herein by reference.

In connection with the offering the Funds each entered into a lock-up agreement with the underwriter ("Lock-up Agreement") dated December 1, 2020 pursuant to which the Funds agreed that from December 1, 2020 until 60 days after the public offering date set forth in the final prospectus for the Offering, the Funds agreed not to offer, sell, contract to sell, pledge, grant any option to purchase, purchase any option or contract to sell, make any short sale or otherwise dispose of any ADSs or Ordinary Shares or any securities of the Issuer that are substantially similar to the ADSs or Ordinary Shares of the Issuer, or any options or warrants to purchase any ADSs or Ordinary Shares of the Issuer, or any securities convertible into, exchangeable for or that represent the right to receive ADSs or Ordinary Shares of the Issuer, whether now owned or hereinafter acquired, owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the SEC. The foregoing description of the Lock Up Agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is incorporated by reference as Exhibit 99.3 and Exhibit 99.4 hereto and is incorporated herein by reference.

#### **Item 7. Materials to be filed as Exhibits**

<b>Exhibit</b>	<b>Description</b>
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<b>Exhibit</b>	<b>Description</b>
99.1	Underwriting Agreement, dated December 1, 2020, by and between the Issuer and the Funds and Goldman Sachs & Co. as the representative of the several underwriters listed on Schedule I thereto (incorporated by reference to Exhibit 1.1 of the Form 8-K filed by the Issuer with the SEC on December 2, 2020).
99.2	Amendment No. 1 To Registration Rights Agreement, dated December 1, 2020, by and among the Issuer, the Funds and other investors. (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K, filed with the SEC on December 2, 2020).
99.3	Selling Shareholder Lock-Up Agreement, dated December 1, 2020, by and among 667 and Goldman Sachs & Co. as the representative of the several underwriters listed on Schedule I thereto..
99.4	Selling Shareholder Lock-Up Agreement, dated December 1, 2020, by and among Life Sciences and Goldman Sachs & Co. as the representative of the several underwriters listed on Schedule I thereto..

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

December 4, 2020

**BAKER BROS. ADVISORS LP**

By: Baker Bros. Advisors (GP) LLC, its general partner

By: /s/ Scott L. Lessing

Name: Scott L. Lessing

Title: President

**BAKER BROS. ADVISORS (GP) LLC**

By: /s/ Scott L. Lessing

Name: Scott L. Lessing

Title: President

/s/ Julian C. Baker

Julian C. Baker

/s/ Felix J. Baker

Felix J. Baker

**FBB3 LLC**

By: /s/ Julian C. Baker

Name: Julian C. Baker

Title: Manager

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**Selling Shareholder Lock-Up Agreement  
December 1, 2020**

Goldman Sachs & Co. LLC  
As representative of the several Underwriters  
named in Schedule I to the Underwriting Agreement

c/o Goldman Sachs & Co. LLC 200 West Street  
New York, New York 10282

Re: BeiGene, Ltd. - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as representative (the “Representative”), propose to enter into an underwriting agreement (the “Underwriting Agreement”) on behalf of the several underwriters named in Schedule I to such agreement (collectively, the “Underwriters”), with BeiGene, Ltd., a Cayman Islands exempted company (the “Company”), and certain holders (the “Selling Shareholders”) of the Company’s American Depositary Shares (the “ADSs”) representing ordinary shares of the Company, par value US\$0.0001 per share (the “Ordinary Shares”), providing for a public offering (the “Public Offering”) of ADSs by the Selling Shareholders, pursuant to a Registration Statement on Form S-3 (File No. 333-238182) (the “Registration Statement”) and a Registration Statement on Form F-6 (File No. 333-209044) filed with the U.S. Securities and Exchange Commission (the “SEC”).

In consideration of the agreement by the Underwriters to offer and sell the ADSs, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period specified in the following paragraph (the “Lock-Up Period”), the undersigned will not offer, sell, contract to sell, pledge, grant any option to purchase, purchase any option or contract to sell, make any short sale or otherwise dispose of any ADSs or Ordinary Shares or any securities of the Company that are substantially similar to the ADSs or Ordinary Shares of the Company, or any options or warrants to purchase any ADSs or Ordinary Shares of the Company, or any securities convertible into, exchangeable for or that represent the right to receive ADSs or Ordinary Shares of the Company, whether now owned or hereinafter acquired, owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the SEC (collectively the “Undersigned’s Shares”). The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned’s Shares even if such Undersigned’s Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned’s Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such Undersigned’s Shares.

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The Lock-Up Period will commence on the date of this letter agreement (the “Lock-Up Agreement”) and continue for 60 days after the public offering date set forth on the final prospectus used to sell the ADSs (the “Public Offering Date”).

Notwithstanding the foregoing, the undersigned may transfer the Undersigned’s Shares:

(i) pursuant to transactions relating to Ordinary Shares, ADSs or other securities acquired in open market transactions after the Public Offering Date,

(ii) as a *bona fide* gift or gifts,

(iii) pursuant to a *bona fide* third-party tender offer, merger, consolidation or other similar transaction occurring after the completion of the Public Offering, in each case made to all holders of Ordinary Shares, including in the form of ADSs, involving a Change of Control (as defined below), provided that (x) in the event that the tender offer, merger, consolidation or other such transaction is not completed, the Undersigned’s Shares shall remain subject to the terms of this Lock-Up Agreement and (y) no such transfer of Ordinary Shares, ADS or any such warrant or other security shall be permitted pursuant to this clause (vii) if such *bona fide* third-party tender offer, merger, consolidation or other similar transaction is not approved by the board of directors of the Company, unless either (A) such transfer is required pursuant to mandatory take-over or squeeze-out provisions under applicable law or (B) the failure to so transfer such Undersigned’s Shares would result in such Undersigned’s Shares being extinguished without value being received by the undersigned,

(iv) by operation of law, such as pursuant to an order of a court or regulatory agency of competent jurisdiction, or

(v) with the prior written consent of the Representative on behalf of the Underwriters.

Notwithstanding the foregoing, nothing in this Lock-Up Agreement shall prohibit the exercise of any option, warrant or other rights to acquire the Company’s Ordinary Shares, ADSs or other securities, the settlement of any share-settled share appreciation rights, restricted shares or restricted share units or the conversion of any convertible security into Ordinary Shares or ADSs, in each case pursuant to agreements or arrangements described in the Registration Statement, provided that the underlying Ordinary Shares, ADSs or other securities remain subject to this Lock-Up Agreement and provided, further that no filing under the Exchange Act nor any other public filing or disclosure of such transfer by or on behalf of the undersigned shall be required or voluntarily made during the Lock-Up Period. In addition, with respect to clauses (i) and (ii) above, it shall be a condition to such transfer that no filing under the Exchange Act nor any other public filing or disclosure of such transfer by or on behalf of the undersigned shall be required or voluntarily made during the Lock-Up Period and, with respect to clauses (ii) and (iii), prior to such transfer or distribution, the transferee, donee, trustee or distributee agrees to be bound in writing by the restrictions set forth herein.

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In addition, notwithstanding the foregoing, if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, the undersigned may transfer the Undersigned's Shares (x) to another corporation, partnership, limited liability company, trust or other affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned (including, for the avoidance of doubt, a fund managed by the same manager or managing member or general partner or management company or by an entity controlling, controlled by, or under common control with such manager or managing member or general partner or management company as the undersigned or who shares a common investment advisor with the undersigned) or (y) as part of a distribution without consideration by the undersigned to its stockholders, partners, members or other equity holders; provided, however, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such Undersigned's Shares subject to the provisions of this Lock-Up Agreement and there shall be no further transfer of such Undersigned's Shares except in accordance with this Lock-Up Agreement, and provided, further that any such transfer shall not involve a disposition for value. Furthermore, nothing in this Lock-Up Agreement shall be deemed to prevent the undersigned from establishing any contract, instruction or plan (a "Plan") pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs or Ordinary Shares; provided that (x) such Plan does not provide for the transfer of ADSs or Ordinary Shares during the Lock-Up Period and (y) no public announcement or filing under the Exchange Act regarding the establishment of such Plan shall be required of or voluntarily made by or on behalf of the undersigned or the Company. In addition, notwithstanding the foregoing, nothing in this Lock-Up Agreement shall be deemed to prevent the registration of the offering and sale of the Company's securities as contemplated by the Underwriting Agreement and the sale of the Undersigned's Shares to the Underwriters in the Public Offering pursuant to the Underwriting Agreement.

The undersigned now has, and, except as contemplated by the above, for the duration of this Lock-Up Agreement will have, good and marketable title to the Undersigned's Shares, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar and the depository for the ADSs against the transfer of the Undersigned's Shares except in compliance with the foregoing restrictions.

For purposes of this Lock-Up Agreement, "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an Underwriter pursuant to the Public Offering), of the Company's voting securities if, after such transfer, such person or group of affiliated persons would hold more than 50% of the outstanding voting securities of the Company (or the surviving entity).

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This Lock-Up Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com) or [www.echosign.com](http://www.echosign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Public Offering of the securities and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate.

The undersigned understands that the Company, the Selling Shareholders and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

This Lock-Up Agreement (and for the avoidance of doubt, the Lock-Up Period described herein) and related restrictions shall automatically terminate upon the earliest to occur, if any, of (i) the Representative, on behalf of the Underwriters, on the one hand, or the Selling Shareholders, on the other hand, advising the other in writing prior to the execution of the Underwriting Agreement that such party has determined not to proceed with the Public Offering contemplated by the Underwriting Agreement and (ii) the termination of the Underwriting Agreement (other than the provisions thereof which survive termination) prior to payment for and delivery of the ADSs or Ordinary Shares.

*[Signature Page Follows]*

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Very truly yours,

**667, L.P.**

**By: BAKER BROS. ADVISORS LP**, management company and investment adviser to **667, L.P.**, pursuant to authority granted to it by Baker Biotech Capital, L.P., general partner to 667, L.P., and not as the general partner.

By: /s/ Scott L. Lessing \_\_\_\_\_

Scott L. Lessing

President

*Signature Page to Selling Shareholder Lock-Up Agreement*

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**Selling Shareholder Lock-Up Agreement  
December 1, 2020**

Goldman Sachs & Co. LLC  
As representative of the several Underwriters  
named in Schedule I to the Underwriting Agreement

c/o Goldman Sachs & Co. LLC 200 West Street  
New York, New York 10282

Re: BeiGene, Ltd. - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as representative (the “Representative”), propose to enter into an underwriting agreement (the “Underwriting Agreement”) on behalf of the several underwriters named in Schedule I to such agreement (collectively, the “Underwriters”), with BeiGene, Ltd., a Cayman Islands exempted company (the “Company”), and certain holders (the “Selling Shareholders”) of the Company’s American Depositary Shares (the “ADSs”) representing ordinary shares of the Company, par value US\$0.0001 per share (the “Ordinary Shares”), providing for a public offering (the “Public Offering”) of ADSs by the Selling Shareholders, pursuant to a Registration Statement on Form S-3 (File No. 333-238182) (the “Registration Statement”) and a Registration Statement on Form F-6 (File No. 333-209044) filed with the U.S. Securities and Exchange Commission (the “SEC”).

In consideration of the agreement by the Underwriters to offer and sell the ADSs, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period specified in the following paragraph (the “Lock-Up Period”), the undersigned will not offer, sell, contract to sell, pledge, grant any option to purchase, purchase any option or contract to sell, make any short sale or otherwise dispose of any ADSs or Ordinary Shares or any securities of the Company that are substantially similar to the ADSs or Ordinary Shares of the Company, or any options or warrants to purchase any ADSs or Ordinary Shares of the Company, or any securities convertible into, exchangeable for or that represent the right to receive ADSs or Ordinary Shares of the Company, whether now owned or hereinafter acquired, owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the SEC (collectively the “Undersigned’s Shares”). The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned’s Shares even if such Undersigned’s Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned’s Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such Undersigned’s Shares.

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The Lock-Up Period will commence on the date of this letter agreement (the “Lock-Up Agreement”) and continue for 60 days after the public offering date set forth on the final prospectus used to sell the ADSs (the “Public Offering Date”).

Notwithstanding the foregoing, the undersigned may transfer the Undersigned’s Shares:

(i) pursuant to transactions relating to Ordinary Shares, ADSs or other securities acquired in open market transactions after the Public Offering Date,

(ii) as a *bona fide* gift or gifts,

(iii) pursuant to a *bona fide* third-party tender offer, merger, consolidation or other similar transaction occurring after the completion of the Public Offering, in each case made to all holders of Ordinary Shares, including in the form of ADSs, involving a Change of Control (as defined below), provided that (x) in the event that the tender offer, merger, consolidation or other such transaction is not completed, the Undersigned’s Shares shall remain subject to the terms of this Lock-Up Agreement and (y) no such transfer of Ordinary Shares, ADS or any such warrant or other security shall be permitted pursuant to this clause (vii) if such *bona fide* third-party tender offer, merger, consolidation or other similar transaction is not approved by the board of directors of the Company, unless either (A) such transfer is required pursuant to mandatory take-over or squeeze-out provisions under applicable law or (B) the failure to so transfer such Undersigned’s Shares would result in such Undersigned’s Shares being extinguished without value being received by the undersigned,

(iv) by operation of law, such as pursuant to an order of a court or regulatory agency of competent jurisdiction, or

(v) with the prior written consent of the Representative on behalf of the Underwriters.

Notwithstanding the foregoing, nothing in this Lock-Up Agreement shall prohibit the exercise of any option, warrant or other rights to acquire the Company’s Ordinary Shares, ADSs or other securities, the settlement of any share-settled share appreciation rights, restricted shares or restricted share units or the conversion of any convertible security into Ordinary Shares or ADSs, in each case pursuant to agreements or arrangements described in the Registration Statement, provided that the underlying Ordinary Shares, ADSs or other securities remain subject to this Lock-Up Agreement and provided, further that no filing under the Exchange Act nor any other public filing or disclosure of such transfer by or on behalf of the undersigned shall be required or voluntarily made during the Lock-Up Period. In addition, with respect to clauses (i) and (ii) above, it shall be a condition to such transfer that no filing under the Exchange Act nor any other public filing or disclosure of such transfer by or on behalf of the undersigned shall be required or voluntarily made during the Lock-Up Period and, with respect to clauses (ii) and (iii), prior to such transfer or distribution, the transferee, donee, trustee or distributee agrees to be bound in writing by the restrictions set forth herein.

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In addition, notwithstanding the foregoing, if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, the undersigned may transfer the Undersigned's Shares (x) to another corporation, partnership, limited liability company, trust or other affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned (including, for the avoidance of doubt, a fund managed by the same manager or managing member or general partner or management company or by an entity controlling, controlled by, or under common control with such manager or managing member or general partner or management company as the undersigned or who shares a common investment advisor with the undersigned) or (y) as part of a distribution without consideration by the undersigned to its stockholders, partners, members or other equity holders; provided, however, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such Undersigned's Shares subject to the provisions of this Lock-Up Agreement and there shall be no further transfer of such Undersigned's Shares except in accordance with this Lock-Up Agreement, and provided, further that any such transfer shall not involve a disposition for value. Furthermore, nothing in this Lock-Up Agreement shall be deemed to prevent the undersigned from establishing any contract, instruction or plan (a "Plan") pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs or Ordinary Shares; provided that (x) such Plan does not provide for the transfer of ADSs or Ordinary Shares during the Lock-Up Period and (y) no public announcement or filing under the Exchange Act regarding the establishment of such Plan shall be required of or voluntarily made by or on behalf of the undersigned or the Company. In addition, notwithstanding the foregoing, nothing in this Lock-Up Agreement shall be deemed to prevent the registration of the offering and sale of the Company's securities as contemplated by the Underwriting Agreement and the sale of the Undersigned's Shares to the Underwriters in the Public Offering pursuant to the Underwriting Agreement.

The undersigned now has, and, except as contemplated by the above, for the duration of this Lock-Up Agreement will have, good and marketable title to the Undersigned's Shares, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar and the depository for the ADSs against the transfer of the Undersigned's Shares except in compliance with the foregoing restrictions.

For purposes of this Lock-Up Agreement, "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an Underwriter pursuant to the Public Offering), of the Company's voting securities if, after such transfer, such person or group of affiliated persons would hold more than 50% of the outstanding voting securities of the Company (or the surviving entity).

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This Lock-Up Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com) or [www.echosign.com](http://www.echosign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Public Offering of the securities and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate.

The undersigned understands that the Company, the Selling Shareholders and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

This Lock-Up Agreement (and for the avoidance of doubt, the Lock-Up Period described herein) and related restrictions shall automatically terminate upon the earliest to occur, if any, of (i) the Representative, on behalf of the Underwriters, on the one hand, or the Selling Shareholders, on the other hand, advising the other in writing prior to the execution of the Underwriting Agreement that such party has determined not to proceed with the Public Offering contemplated by the Underwriting Agreement and (ii) the termination of the Underwriting Agreement (other than the provisions thereof which survive termination) prior to payment for and delivery of the ADSs or Ordinary Shares.

*[Signature Page Follows]*

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Very truly yours,

**BAKER BROTHERS LIFE SCIENCES, L.P.**

**By: BAKER BROS. ADVISORS LP**, management company and investment adviser to **Baker Brothers Life Sciences, L.P.**, pursuant to authority granted to it by Baker Brothers Life Sciences Capital, L.P., general partner to Baker Brothers Life Sciences, L.P., and not as the general partner.

By: /s/ Scott L. Lessing

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Scott L. Lessing

President

*Signature Page to Selling Shareholder Lock-Up Agreement*

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