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

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**FORM 6-K**

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REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16  
UNDER THE SECURITIES EXCHANGE ACT OF 1934

Dated May 30, 2018

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Commission File Number: 001-38024

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**BeyondSpring Inc.**

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BeyondSpring Inc.  
28 Liberty Street, 39th Floor  
New York, New York 10005  
(Address of principal executive offices)

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Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F  Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

**Note:** Regulation S-T Rule 101(b)(1) only permits the submission in paper of a Form 6-K if submitted solely to provide an attached annual report to security holders.

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

**Note:** Regulation S-T Rule 101(b)(7) only permits the submission in paper of a Form 6-K if submitted to furnish a report or other document that the registrant foreign private issuer must furnish and make public under the laws of the jurisdiction in which the registrant is incorporated, domiciled or legally organized (the registrant's "home country"), or under the rules of the home country exchange on which the registrant's securities are traded, as long as the report or other document is not a press release, is not required to be and has not been distributed to the registrant's security holders, and, if discussing a material event, has already been the subject of a Form 6-K submission or other Commission filing on EDGAR.

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## CONTENTS

On May 29, 2018, the Company entered into a series of securities purchase agreements (each, a “Purchase Agreement” and collectively, the “Purchase Agreements”) with the investors described therein (each an “Investor” and collectively, the “Investors”) pursuant to which the Company agreed to issue and sell, in a registered offering by the Company an aggregate of 739,095 shares of the Company’s Ordinary Shares, par value \$0.0001 per share (the “Shares”) at a purchase price of \$27.06 per share. We expect that delivery of shares will occur on or about May 30, 2018.

The gross proceeds from the offering were \$20,000,000 million, before deducting expenses.

Under the terms of each Purchase Agreement, the Shares were offered pursuant to a registration statement on Form F-3 (File No. 333-224437), which was filed with the Securities and Exchange Commission on April 25, 2018 and was declared effective on May 3, 2018.

Under the terms of each Purchase Agreement, each Investor agreed to a customary lock-up period for sixty (60) days from the date of closing, during which time the Investors agreed not to sell the Shares, enter into any derivative transactions with respect to the Shares or publicly disclose the intention to do any of the foregoing, in each case without the Company’s prior written consent, subject to certain exceptions.

The foregoing description of the Purchase Agreements is not complete and is qualified in its entirety by reference to the full text of the Purchase Agreements, copies of which are filed herewith as Exhibits 10.1, 10.2, 10.3 and 10.4 to this Current Report on Form 6-K and are incorporated herein by reference.

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">5.1</a>	Opinion of Maples and Calder (Hong Kong) LLP, Cayman counsel to the Registrant, as to the validity of the ordinary shares being registered (including consent)
<a href="#">10.1</a>	Securities Purchase Agreement dated as of May 29, 2018, by and between BeyondSpring Inc. and China Southern Dragon Dynamic Fund
<a href="#">10.2</a>	Securities Purchase Agreement dated as of May 29, 2018, by and between BeyondSpring Inc. and Everbright Sun Hung Kai Co., Ltd.
<a href="#">10.3</a>	Securities Purchase Agreement dated as of May 29, 2018, by and between BeyondSpring Inc. and New China Asset Management (Hong Kong) Limited
<a href="#">10.4</a>	Securities Purchase Agreement dated as of May 29, 2018, by and between BeyondSpring Inc. and Tianyi HongKong Development Ltd.
23.1	Consent of Maples and Calder (Hong Kong) LLP (included in the opinion filed as Exhibit 5.1)

**SIGNATURES**

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

BeyondSpring Inc.

By: /s/ Lan Huang

Name: Lan Huang

Title: Chairman and Chief Executive Officer

Date: May 30, 2018

BeyondSpring Inc.  
28 Liberty Street, 39th Floor  
New York, New York 10005

29 May 2018

Dear Sirs

**BeyondSpring Inc.**

We have acted as Cayman Islands legal advisers to BeyondSpring Inc. (the "**Company**") in connection with the Company's registration statement on Form F-3, including all amendments or supplements thereto (the "**Registration Statement**"), filed with the Securities and Exchange Commission under the U.S. Securities Act of 1933, as amended to date relating to the offering by the Company of certain ordinary shares of par value US\$0.0001 each (the "**Shares**").

We are furnishing this opinion as Exhibits 5.1 and 23.1 to the Registration Statement.

**1 Documents Reviewed**

For the purposes of this opinion, we have reviewed only originals, copies or final drafts of the following documents:

- 1.1 The certificate of incorporation of the Company dated 21 November 2014.
  - 1.2 The amended and restated memorandum and articles of association of the Company as conditionally adopted by a special resolution passed on 24 February 2017 and effective immediately prior to the completion of the Company's initial public offering of the Shares (the "**Memorandum and Articles**").
  - 1.3 The written resolutions of the board of directors of the Company dated 24 April 2018 (the "**Directors' Resolutions**").
  - 1.4 The written resolutions of the offering committee of the board of directors of the Company dated 28 May 2018 (the "**Committee Resolutions**").
  - 1.5 A certificate from a director of the Company, a copy of which is attached hereto (the "**Director's Certificate**").
  - 1.6 A certificate of good standing dated 22 February 2017, issued by the Registrar of Companies in the Cayman Islands (the "**Certificate of Good Standing**").
  - 1.7 The Registration Statement.
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## **2 Assumptions**

The following opinions are given only as to, and based on, circumstances and matters of fact existing and known to us on the date of this opinion letter. These opinions only relate to the laws of the Cayman Islands which are in force on the date of this opinion letter. In giving these opinions we have relied (without further verification) upon the completeness and accuracy of the Director's Certificate and the Certificate of Good Standing. We have also relied upon the following assumptions, which we have not independently verified:

- 2.1 Copy documents or drafts of documents provided to us are true and complete copies of, or in the final forms of, the originals.
- 2.2 The genuineness of all signatures and seals.
- 2.3 There is nothing under any law (other than the law of the Cayman Islands), and there is nothing contained in the minute book or corporate records of the Company (which we have not inspected), which would or might affect the opinions set out below.

## **3 Opinion**

Based upon the foregoing and subject to the qualifications set out below and having regard to such legal considerations as we deem relevant, we are of the opinion that:

- 3.1 The Company has been duly incorporated as an exempted company with limited liability and is validly existing and in good standing under the laws of the Cayman Islands.
- 3.2 The authorised share capital of the Company is US\$50,000 divided into 500,000,000 ordinary shares of a par value of US\$0.0001 each.
- 3.3 The issue and allotment of the Shares have been duly authorised and when allotted, issued and paid for as contemplated in the Registration Statement, the Shares will be legally issued and allotted, fully paid and non-assessable. As a matter of Cayman law, a share is only issued when it has been entered in the register of members (shareholders).

## **4 Qualifications**

In this opinion the phrase "non-assessable" means, with respect to shares in the Company, that a shareholder shall not, solely by virtue of its status as a shareholder, be liable for additional assessments or calls on the shares by the Company or its creditors (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil).

Except as specifically stated herein, we make no comment with respect to any representations and warranties which may be made by or with respect to the Company in any of the documents or instruments cited in this opinion or otherwise with respect to the commercial terms of the transactions the subject of this opinion.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our name under the headings "Enforceability of Civil Liabilities" and "Legal Matters" and elsewhere in the prospectus included in the Registration Statement. In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the U.S. Securities Act of 1933, as amended, or the Rules and Regulations of the Commission thereunder.

Yours faithfully

/s/ Maples and Calder (Hong Kong) LLP

Maples and Calder (Hong Kong) LLP

Encl

**SECURITIES PURCHASE AGREEMENT**

THIS SECURITIES PURCHASE AGREEMENT (as may be amended, modified, or supplemented from time to time, this "Agreement") is made and entered into as of May 29, 2018, by and between BeyondSpring Inc., an exempt company with limited liability organized under the laws of the Cayman Islands (the "Company") and China Southern Dragon Dynamic Fund, an open ended investment company duly established and operating under the laws of Grand Duchy of Luxembourg, and having its registered office at 31, Z.A. Bourmicht L-8070 Bertrange Grand Duchy of Luxemburg, registered at the Register of Trade and Companies of Luxembourg under number B 157.189., acting on its own behalf and on behalf of China New Balance Opportunity Fund (the "Purchaser").

WHEREAS, the Company has prepared and filed with the Securities and Exchange Commission (the "SEC"), in accordance with the provisions of the Securities Act of 1933, as amended (the "Securities Act"), and the applicable rules and regulations thereunder, a registration statement on Form F-3 (File No. 333-224437), including a prospectus, relating to the shares to be issued and sold pursuant to this Agreement. The term "Registration Statement" as used herein refers to such registration statement (including all financial schedules and exhibits), as amended or as supplemented and includes information contained or incorporated by reference in the prospectus filed with the Registration Statement (the "Prospectus") and any supplement thereto (a "Prospectus Supplement"), in each case, filed with the SEC pursuant to Rule 424(b) of the rules under the Securities Act and deemed to be part thereof at the time of effectiveness (the "Effective Date") pursuant to Rule 430B of the rules under the Securities Act.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions herein contained, the parties hereby agree as follows:

**ARTICLE I  
PURCHASE AND SALE**

1.1 *Closing.* The Purchaser agrees to purchase from the Company, and the Company agrees to issue and sell to the Purchaser, 36,954 shares (the "Shares") of the Company's common stock (the "Common Stock"), at a purchase price of \$27.06 per share, for an aggregate purchase price of \$1,000,000 (the "Purchase Price"). Upon satisfaction of the conditions set forth in Section 1.2, the closing of the purchase and sale of the Shares (the "Closing Date") shall occur at the offices of Skadden, Arps, Slate, Meagher & Flom LLP on May 31, 2018, or at such other place or on such other date as the parties shall mutually agree. Unless otherwise agreed upon by the Company and the Purchaser, settlement of the Shares shall occur via "Delivery Free of Payment" (i.e., the Purchaser shall make payment for the Shares purchased by it by wire transfer to the Company on the Closing Date, upon confirmation of receipt of the wire, the Company shall issue the Shares registered in the Purchaser's name and address, which shall be released by the Transfer Agent (as defined herein) directly to the account of the Purchaser).

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## 1.2 Closing Conditions.

(a) As a condition to the Purchaser's obligation to consummate the transactions contemplated hereby, at the Closing, the Company shall have satisfied or the Purchaser shall waive each of the conditions set forth below or shall deliver or cause to be delivered to the Purchaser the items set forth below, as appropriate:

(i) a copy of this Agreement duly executed by the Company;

(ii) (a) a copy of the irrevocable instructions to Continental Stock Transfer & Trust (the "Transfer Agent") instructing the Transfer Agent to deliver on an expedited basis via The Depository Trust Company Deposit or Withdrawal at Custodian system ("DWAC") the Shares, registered in the name of the Purchaser and (b) Company has released the Shares for delivery to the Purchaser through the book-entry facilities of The Depository Trust Company) at the account specified below:

DTC: 0908  
Institutional Number: 63259  
Agent Bank ID Number: 27603  
A/C Name: CHINA STH DRAGON DYN-CHINA NEW BAL  
A/C Number: 212111

(iii) the representations and warranties made by the Company herein shall be true and correct in all material respects on the date hereof and on the date of the Closing;

(iv) all covenants, agreements and conditions contained in this Agreement to be performed by the Company on or prior to the date of the Closing shall have been performed or complied with in all material respects; and

(v) no statute, regulation, executive order, decree, ruling or injunction shall have been enacted, promulgated, endorsed or threatened or is pending by or before any governmental authority of competent jurisdiction which prohibits or threatens to prohibit the consummation of the transaction contemplated by this Agreement.

(vi) a copy of the filed notification form listing the Shares on the Nasdaq Stock Market.

(vii) the Prospectus and Prospectus Supplement (which may be delivered in accordance with Rule 172 under the Securities Act).

(viii) there shall have been no Material Adverse Effect (as defined below) with respect to the Company since the date hereof.

(ix) from the date hereof to the Closing Date, trading in the Common Stock shall not have been suspended by the SEC or the NASDAQ Stock Market, and, at any time prior to the Closing Date, trading in securities generally as reported by Bloomberg L.P. shall not have been suspended or limited, or minimum prices shall not have been established on securities whose trades are reported by such service, or on any trading market, nor shall a banking moratorium have been declared either by the United States or New York State authorities nor shall there have occurred any material outbreak or escalation of hostilities or other national or international calamity of such magnitude in its effect on, or any material adverse change in, any financial market which, in each case, makes it impracticable or inadvisable to purchase the Shares at the Closing.

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(b) As a condition to the Company's obligation to consummate the transactions contemplated hereby, at the Closing, the Purchaser shall have satisfied each of the conditions set forth below or shall deliver or cause to be delivered to the Company the items set forth below, as appropriate:

(i) a copy of this Agreement duly executed by the Purchaser;

(ii) the Purchase Price is paid by wire transfer of immediately available funds to the account of the Company set forth

below:

**Bank:** China Merchants Bank, New York Branch

**Swift Code:** CMBCUS33

**Beneficiary Name:** BeyondSpring Inc.

**Beneficiary Account Number:** 1016130015

**Fedwire ABA:** 026014559

(iii) the representations and warranties made by the Purchaser herein shall be true and correct in all material respects on the date hereof and on the date of the Closing;

(iv) the Purchaser shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Purchaser at or before the Closing; and

(v) no statute, regulation, executive order, decree, ruling or injunction shall have been enacted, promulgated, endorsed or threatened or is pending by or before any governmental authority of competent jurisdiction which prohibits or threatens to prohibit the consummation of the transaction contemplated by this Agreement.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

2.1 *Representations and Warranties of the Company.* Except as set forth in the Company's filings under the Securities Exchange Act of 1934, as amended, the Company hereby makes the following representations and warranties as of the date hereof and as of the date of the Closing to the Purchaser:

(a) The Company has the requisite corporate power and authority and legal capacity to enter into, and to carry out its obligations under, this Agreement. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company.

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(b) This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar law of general application affecting rights of creditors and general principles of equity.

(c) Assuming the accuracy of the representations made by the Purchaser in Section 2.2 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for any filings which have been made or will be made in a timely manner.

(d) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated thereby will not result in any violation of or be in conflict with or constitute, with or without the passage of time and giving of notice, either (i) a default under the provisions of its organizational documents, or any instrument, judgment, order, writ, decree, contract or agreement of the Company or (ii) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company; except in each case as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, assets, liabilities, financial condition, property, or results of operations of the Company and its subsidiaries, taken as a whole.

(e) The Registration Statement relating to the Shares has (i) been prepared by the Company in conformity with the requirements of the Securities Act, and the rules and regulations of the SEC thereunder; (ii) been filed with the SEC under the Securities Act; (iii) become effective under the Securities Act and (iv) no stop order preventing or suspending the effectiveness of the Registration Statement or suspending or preventing the use of the Prospectus or Prospectus Supplement has been issued by the SEC and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are threatened by the SEC.

(f) The Registration Statement conformed and will conform in all material respects on the Effective Date and on the Closing Date to the requirements of the Securities Act and the rules and regulations thereunder. The Prospectus conformed, and the Prospectus Supplement will conform, in all material respects when filed with the SEC pursuant to Rule 424(b) under the Securities Act and on the Closing Date to the requirements of the Securities Act and the rules and regulations thereunder. The documents incorporated by reference in the Registration Statement conformed in all material respects to the requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or the Securities Act, as applicable, and the rules and regulations thereunder.

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(g) The Registration Statement did not, as of the Effective Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The documents incorporated by reference in the Registration Statement did not, and any further documents filed and incorporated by reference therein will not, as of the respective filing dates of each document, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(h) The Prospectus does not, and the Prospectus Supplement will not, in each case, as of its date or as of the Closing Date, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The Company and each of its subsidiaries has been duly organized, is validly existing and in good standing (where such concept is applicable) as a corporation or other business entity under the laws of its jurisdiction of organization and is duly qualified to do business and in good standing (where such concept is applicable) as a foreign corporation or other business entity in each jurisdiction in which its ownership or lease of property or the conduct of its businesses requires such qualification, except where the failure to be so qualified or in good standing could not, in the aggregate, reasonably be expected to have a material adverse effect on the condition (financial or otherwise), results of operations, shareholders' equity, properties, business or prospects of the Company and its subsidiary taken as a whole (a "Material Adverse Effect"). The Company and its subsidiary have all power and authority necessary to own or hold its properties and to conduct the businesses in which it is engaged.

(j) The Shares to be issued and sold by the Company to the Purchaser hereunder have been duly authorized and, upon payment and delivery in accordance with this Agreement, will be validly issued, fully paid and non-assessable, will conform in all material respects to the description thereof contained in the Prospectus and the Prospectus Supplement, will be issued in compliance with U.S. federal and state securities laws, and will be free of statutory and contractual preemptive rights, rights of first refusal and any other similar rights of any share holder.

(k) Ernst & Young Hua Ming LLP, who have certified certain financial statements of the Company and its consolidated subsidiary, whose report appears in the Prospectus and the Prospectus Supplement or is incorporated by reference therein, are independent public accountants as required by the Securities Act and the rules and regulations thereunder.

(l) Neither the Company nor its subsidiary is, and as of the Closing Date and after giving effect to the offer and sale of the Shares and the application of the proceeds therefrom as described under "Use of Proceeds" in the Prospectus and the Prospectus Supplement, none of them will be, (i) an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the "Investment Company Act"), and the rules and regulations of the SEC thereunder, or (ii) a "business development company" (as defined in Section 2(a)(48) of the Investment Company Act).

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(m) No brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions hereby. To the knowledge of the Company, the Purchaser shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other persons for fees of a type contemplated in this section that may be due in connection with the transactions contemplated hereby.

2.2 *Representations and Warranties of the Purchaser.* The Purchaser hereby represents and warrants as of the date hereof and as of the date of the Closing to the Company as follows:

(a) The Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, limited liability or partnership power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Purchaser.

(b) This Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar law of general application affecting rights of creditors and general principles of equity.

(c) The Purchaser and its advisors, if any, have been furnished with all publicly available materials relating to the business, finances and operations of the Company and such other publicly available materials relating to the offer and sale of the Shares as have been requested by the Purchaser. The Purchaser and its advisors, if any, have been afforded the opportunity to ask questions of the Company. The Purchaser understands that its investment in the Shares involves a high degree of risk. The Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Shares. Other than to the Purchaser's representatives, including, without limitation, its officers, directors, partners, legal and other advisors, employees, agents and affiliates, the Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction).

(d) The Purchaser understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Shares or the fairness or suitability of the investment in the Shares, nor have such authorities passed upon or endorsed the merits of the offering of the Shares.

(e) From and after the date the Purchaser received any information about the sale of Shares to be sold pursuant to this Agreement, the Purchaser has not offered, pledged, sold, contracted to sell, sold any option or contract to purchase, purchased any option or contract to sell, granted any option, right or warrant to purchase, loaned, or otherwise transferred or disposed of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, entered into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, or directly or indirectly, through related parties, affiliates or otherwise sold "short" or "short against the box" (as those terms are generally understood) any equity security of the Company. The Purchaser covenants that it will not, nor will it authorize or permit any person acting on its behalf to, engage in any such transactions until the expiration of the Lock-Up Period (as defined below).

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**ARTICLE III  
MISCELLANEOUS**

3.1 *Lock-Up.* For a period commencing on the date hereof and ending on the sixtieth (60<sup>th</sup>) day after the date hereof (the “Lock-Up Period”), the Purchaser agrees not to, directly or indirectly, (A) offer for sale, sell, pledge, or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Shares or securities convertible into or exercisable or exchangeable for Shares or sell or grant options, rights or warrants with respect to any Shares or securities convertible into or exchangeable for Shares, (B) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of such Shares, whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Shares or other securities, in cash or otherwise, or (C) publicly disclose the intention to do any of the foregoing, in each case without the prior written consent of the Company.

3.2 *Fees and Expenses.* Each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement.

3.3 *Entire Agreement.* This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior contracts, agreements, discussions and understandings between them. No course of prior dealings between the parties shall be relevant to supplement or explain any term used in this Agreement.

3.4 *Notices.* Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile prior to 6:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile on a day that is not a Trading Day or later than 6:30 p.m. (New York City time) on any Trading Day, (c) the Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications is set forth on the Company and the Purchaser signature pages attached hereto, as applicable. For purposes of this Agreement, “Trading Day” shall mean a day on which the Company’s Common Stock is traded on the Nasdaq Stock Market, or, if the Company’s Common Stock is not eligible for trading on the Nasdaq Stock Market, any day except Saturday, Sunday and any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

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3.5 *Amendments and Waivers.* No provision of this Agreement may be amended, terminated or waived except by a written instrument referring specifically to this Agreement and signed by all parties hereto or their authorized representatives. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

3.6 *Construction.* The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

3.7 *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither Company nor the Purchaser may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

3.8 *Governing Law.* All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflict of laws principles.

3.9 *Survival.* The representations, warranties, agreements and covenants contained herein shall survive the Closing and delivery of the Shares.

3.10 *Execution.* This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

3.11 *Severability.* If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

3.12 *Termination.* This Agreement may be terminated by either party by written notice to the other party, if the Closing has not been consummated on or before June 1, 2018.

3.13 *Waiver of Jury Trial.* The Company and the Purchaser hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

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3.14 *Submission to Jurisdiction, Etc.* The Company hereby submits to the non-exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan, The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any lawsuit, action or other proceeding in such courts, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such lawsuit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto on the date first above written.

**BeyondSpring Inc.**

By: /s/ Lan Huang  
Name: Lan Huang  
Title: CEO

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*Address for Notice:*

BeyondSpring Inc.  
28 Liberty Street, 39<sup>th</sup> Floor  
New York, New York 10005  
Tel: +1 (646) 305-6387  
Attention: Lan Huang, CEO

*[Signature Page to Securities Purchase Agreement]*

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto on the date first above written.

**China Southern Dragon Dynamic Fund**  
acting on its own behalf and on behalf of  
**China New Balance Opportunity Fund**

By: /s/ Wong Ka Yan

Name: Wong Ka Yan

Title: Director

*Address for Notice:*

**China Southern Dragon Dynamic Fund**  
acting on its own behalf and on behalf of  
**China New Balance Opportunity Fund**

31, Z.A. Bourmicht L-8070 Bertrange Grand Duchy of Luxemburg

With a copy to (which shall not constitute notice):

**CSOP Asset Management Limited**

2801-2803, Two Exchange Square  
8 Connaught Place, Central, Hong Kong

*[Signature Page to Securities Purchase Agreement]*

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**SECURITIES PURCHASE AGREEMENT**

THIS SECURITIES PURCHASE AGREEMENT (as may be amended, modified, or supplemented from time to time, this "Agreement") is made and entered into as of May 29, 2018, by and between BeyondSpring Inc., an exempted company with limited liability organized under the laws of the Cayman Islands (the "Company"), Everbright Sun Hung Kai Co., Ltd. (the "Purchaser") and Sun Hung Kai Investment Services Limited (the "Settlement Agent").

WHEREAS, the Company has prepared and filed with the Securities and Exchange Commission (the "SEC"), in accordance with the provisions of the Securities Act of 1933, as amended (the "Securities Act"), and the applicable rules and regulations thereunder, a registration statement on Form F-3 (File No. 333-224437), including a prospectus, relating to the shares to be issued and sold pursuant to this Agreement. The term "Registration Statement" as used herein refers to such registration statement (including all financial schedules and exhibits), as amended or as supplemented and includes information contained or incorporated by reference in the prospectus filed with the Registration Statement (the "Prospectus") and any supplement thereto (a "Prospectus Supplement"), in each case, filed with the SEC pursuant to Rule 424(b) of the rules under the Securities Act and deemed to be part thereof at the time of effectiveness (the "Effective Date") pursuant to Rule 430B of the rules under the Securities Act.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions herein contained, the parties hereby agree as follows:

**ARTICLE I  
PURCHASE AND SALE**

1.1 *Closing.* The Purchaser agrees to purchase from the Company, and the Company agrees to issue and sell to the Purchaser, 36,954 shares (the "Shares") of the Company's common stock (the "Common Stock"), at a purchase price of \$27.06 per share, for an aggregate purchase price of \$1,000,000 (the "Purchase Price"). Upon satisfaction of the conditions set forth in Section 1.2, the closing of the purchase and sale of the Shares (the "Closing Date") shall occur at the offices of Skadden, Arps, Slate, Meagher & Flom LLP on May 31, 2018, or at such other place or on such other date as the parties shall mutually agree (the "Closing").

(a) For the purpose of effecting the Closing, the Company undertakes that it will, at its own costs, deliver all such documentation and take all such steps that are necessary to effect the deposit of the Shares into an account designated by the Settlement Agent at The Depository Trust Company no later than 2 clear business days prior to Closing. In connection therewith, the Company agrees to appoint the Settlement Agent to act as the Company's nominee to hold the Shares pending Closing for a settlement fee as separately agreed between the Company and the Settlement Agent. The Purchaser also undertakes and agrees that it shall irrevocably transfer the Purchase Price in immediately available fund to the designated account of the Settlement Agent no later than 2 clear business days prior to Closing. On the Closing Date, the Settlement Agent shall (i) make or procure the making of payment of the Purchase Price (less any fee and expenses payable to the Settlement Agent by the Company) to the designated account of the Company set forth below; and (ii) effect a transfer of the Shares to the designated securities account of the Purchaser set forth below, pending completion of such transfer, the Settlement Agent shall hold the Shares as the Purchaser's nominee. The performance of (i) and (ii) by or on behalf of the Settlement Agent shall constitute a full and complete discharge of the obligations of the Settlement Agent hereunder.

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(b) The designated DTC account of the Purchaser is as follows:

DTC: 443 (Pershing LLC)  
Institutional : number: 00443  
Agent bank ID: number: 00443  
A/C name: Pershing Securities Ltd  
Account Number: 787001296

(c) The designated DTC account of the Settlement Agent is as follows:

DTC: 443 (Pershing LLC)  
Institutional number: 00443  
Agent bank ID number: 00443  
A/C name: Pershing Securities Ltd  
Account Number: 787001296

1.2 *Closing Conditions.*

(a) As a condition to the Purchaser's obligation to consummate the transactions contemplated hereby, unless waived by the Purchaser at its sole discretion at or prior to the Closing, the Company shall have satisfied each of the conditions set forth below or shall deliver or cause to be delivered to the Purchaser the items set forth below, as appropriate:

(i) a signature page to this Agreement duly executed by the Company provided that if the original thereof is not provided at Closing, such original shall be provided to the Purchaser as soon as practicable after Closing;

(ii) the representations and warranties made by the Company herein are true and correct in all material respects on the date hereof and on the date of the Closing;

(iii) all covenants, agreements and conditions contained in this Agreement to be performed or complied with by the Company on or prior to the date of the Closing having been performed or complied with;

(iv) no statute, rule, regulation, executive order, decree, ruling or injunction having been enacted, promulgated, endorsed or threatened or is pending by or before any governmental authority of competent jurisdiction which prohibits, is reasonably expected to prohibit or threatens to prohibit the consummation of the transaction contemplated by this Agreement;

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(v) a copy of the filed notification form listing the Shares on the NASDAQ Stock Market;

(vi) the Prospectus and Prospectus Supplement (which may be delivered in accordance with Rule 172 under the Securities Act);

(vii) there shall have been no material adverse effect on the condition (financial or otherwise), results of operations, shareholders' equity, properties, business or prospects of the Company and its subsidiaries taken as a whole (a "Material Adverse Effect") with respect to the Company since the date hereof; and

(viii) from the date hereof to the Closing Date: trading in the Common Stock shall not have been suspended by the SEC or the NASDAQ Stock Market and none of the following shall have occurred the effect of which, whether individually or in the aggregate, would make it or could reasonably be expected to make it impossible or impracticable to purchase the Shares at Closing: (a) suspension or limitation of trading in securities generally as reported by Bloomberg L.P. and/or its affiliates, or imposition or establishment of any minimum prices on securities whose trades are reported by such service, or on any trading market, (b) declaration of a banking moratorium by the competent authorities of the United States, New York State authorities, Hong Kong, the People's Republic of China or the Cayman Islands, (c) any authority or political body or organization in any relevant jurisdiction commencing any investigation or other action, or announcing an intention to investigate or take other action, against any director of the Company, (d) any local, national, regional or international event of circumstance in the nature of force majeure (including, without limitation, any acts of government, declaration of a national or international emergency or war, or escalation of hostilities (whether or not war is declared) or other national or international calamity or crisis), and (e) any material adverse change in any financial market.

(b) As a condition to the Company's obligation to consummate the transactions contemplated hereby, at the Closing, the Purchaser shall have satisfied each of the conditions set forth below or shall deliver or cause to be delivered to the Company the items set forth below, as appropriate:

(i) a signature page to this Agreement duly executed by the Purchaser provided that if the original thereof is not provided at Closing, such original shall be provided to the Company as soon as practicable after Closing;

(ii) the Purchase Price having been paid by wire transfer of immediately available funds to the account of the Company set forth below:

**Bank:** China Merchants Bank, New York Branch  
**Swift Code:** CMCBUS33  
**Beneficiary Name:** BeyondSpring Inc.  
**Beneficiary Account Number:** 1016130015  
**Fedwire ABA:** 026014559

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(iii) the representations and warranties made by the Purchaser herein are true and correct in all material respects on the date hereof and on the date of the Closing;

(iv) all covenants, agreements and conditions contained in this Agreement to be performed or complied with by the Purchaser on or prior to the date of the Closing having been performed or complied with; and

(v) no statute, rule, regulation, executive order, decree, ruling or injunction having been enacted, promulgated, endorsed or threatened or is pending by or before any governmental authority of competent jurisdiction which prohibits, is reasonably expected to prohibit or threatens to prohibit the consummation of the transaction contemplated by this Agreement.

## **ARTICLE II**

### **REPRESENTATIONS AND WARRANTIES**

2.1 *Representations and Warranties of the Company.* Except as set forth in the Company's filings under the Securities Exchange Act of 1934, as amended, the Company hereby makes the following representations and warranties as of the date hereof and as of the date of the Closing to the Purchaser:

(a) The Company has the requisite corporate power and authority and legal capacity to enter into, and to carry out its obligations under, this Agreement. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company.

(b) This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar law of general application affecting rights of creditors and general principles of equity.

(c) Assuming the accuracy of the representations made by the Purchaser in Section 2.2 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state, local or other governmental authority in any jurisdiction is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for any filings which have been made or will be made in a timely manner in compliance with the applicable laws and rules.

(d) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated thereby will not result in any violation of or be in conflict with or constitute, with or without the passage of time and giving of notice, either (i) a default under the provisions of its organizational documents, or any instrument, judgment, order, writ, decree, contract or agreement of the Company or (ii) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company; except in such case under sub-paragraph (ii) as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, assets, liabilities, financial condition, property, or results of operations of the Company and its subsidiaries taken as a whole.

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(e) The Registration Statement relating to the Shares has (i) been prepared by the Company in conformity with the requirements of the Securities Act, and the rules and regulations of the SEC thereunder; (ii) been filed with the SEC under the Securities Act; (iii) become effective under the Securities Act and (iv) no stop order preventing or suspending the effectiveness of the Registration Statement or suspending or preventing the use of the Prospectus or Prospectus Supplement has been issued by the SEC and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are threatened by the SEC.

(f) The Registration Statement conformed and will conform in all material respects on the Effective Date and on the Closing Date to the requirements of the Securities Act and the rules and regulations thereunder. The Prospectus conformed, and the Prospectus Supplement will conform, in all material respects when filed with the SEC pursuant to Rule 424(b) under the Securities Act and on the Closing Date to the requirements of the Securities Act and the rules and regulations thereunder. The documents incorporated by reference in the Registration Statement conformed in all material respects to the requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or the Securities Act, as applicable, and the rules and regulations thereunder.

(g) The Registration Statement did not, as of the Effective Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The documents incorporated by reference in the Registration Statement did not, and any further documents filed and incorporated by reference therein will not, as of the respective filing dates of each document, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(h) The Prospectus does not, and the Prospectus Supplement will not, in each case, as of its date or as of the Closing Date, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The Company and each of its subsidiaries has been duly organized, is validly existing and in good standing (where such concept is applicable) as a corporation or other business entity under the laws of its jurisdiction of organization and is duly qualified to do business and in good standing (where such concept is applicable) as a foreign corporation or other business entity in each jurisdiction in which its ownership or lease of property or the conduct of its businesses requires such qualification, except where the failure to be so qualified or in good standing could not, in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company and each of its subsidiaries have all power and authority necessary to own or hold its properties and to conduct the businesses in which it is engaged.

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(j) The Shares to be issued and sold by the Company to the Purchaser hereunder have been duly authorized and, upon payment and delivery in accordance with this Agreement, will be validly issued, fully paid and non-assessable and is of the same class as all other Common Stock issued by the Company, will conform in all material respects to the description thereof contained in the Prospectus and the Prospectus Supplement, will be issued in compliance with U.S. federal and state securities laws and other applicable laws, and will be free of statutory and contractual preemptive rights, rights of first refusal and any other similar rights of any shareholder.

(k) Ernst & Young Hua Ming LLP, who have certified certain financial statements of the Company and its consolidated subsidiaries, whose report appears in the Prospectus and the Prospectus Supplement or is incorporated by reference therein, are independent public accountants as required by the Securities Act and the rules and regulations thereunder.

(l) Neither the Company nor any of its subsidiaries is, and as of the Closing Date and after giving effect to the offer and sale of the Shares and the application of the proceeds therefrom as described under "Use of Proceeds" in the Prospectus and the Prospectus Supplement, none of them will be, (i) an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the "Investment Company Act"), and the rules and regulations of the SEC thereunder, or (ii) a "business development company" (as defined in Section 2(a)(48) of the Investment Company Act).

(m) Except as specifically referred to herein, no brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions hereby. To the knowledge of the Company, the Purchaser shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other persons for fees of a type contemplated in this section that may be due in connection with the transactions contemplated hereby.

(n) Neither the Company nor any of its subsidiaries (i) is in violation of its articles of association, charter or by-laws (or similar organizational documents), (ii) is in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant, condition or other obligation contained in any indenture, mortgage, deed of trust, loan agreement, license or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties or assets is subject, or (iii) is in violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or its property or assets or has failed to obtain any license, permit, certificate, franchise or other governmental authorization or permit necessary to the ownership of its property or to the conduct of its business, except in the case of clauses (ii) and (iii), to the extent any such conflict, breach, violation or default could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

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(o) There has been no material adverse change in the condition, financial or otherwise, or the earnings, net assets, business affairs or business prospects of the Company and its subsidiaries taken as a whole since December 31, 2017.

(p) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company after due inquiry, any director, officer, agent, employee or affiliate of the Company or its subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company will not directly or indirectly use the proceeds of the transaction contemplated hereby, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of knowingly financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(q) There is no claim, litigation, arbitration, prosecution or other legal proceedings or investigation or enquiry in progress or pending to the Company's knowledge or threatened against the Company or any of its subsidiaries and its respective directors nor is there any claim or any facts of circumstances of a material nature which would give rise to a claim against the Company or any of its subsidiaries and its respective directors, which in any such case would have, would reasonably be expected to have, or have had a Material Adverse Effect on the Company and its subsidiaries as a whole.

2.2 *Representations and Warranties of the Purchaser.* The Purchaser hereby represents and warrants as of the date hereof and as of the date of the Closing to the Company as follows:

(a) The Purchaser is an entity duly organized, validly existing and in good standing (where such concept is applicable) under the laws of the jurisdiction of its organization with full right, power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Purchaser.

(b) This Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar law of general application affecting rights of creditors and general principles of equity.

(c) The Purchaser and its advisors, if any, have been furnished with all publicly available materials relating to the business, finances and operations of the Company and such other publicly available materials relating to the offer and sale of the Shares as have been requested by the Purchaser. The Purchaser and its advisors, if any, have been afforded the opportunity to ask questions of the Company. The Purchaser understands that its investment in the Shares involves risk. The Purchaser has sought such professional advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Shares. Other than to the Purchaser's representatives, including, without limitation, its officers, directors, partners, legal and other advisors, employees, agents and affiliates, the Purchaser has maintained the confidentiality of all disclosure made to it (other than those which are available in the public domain) in connection with this transaction (including the existence and terms of this transaction).

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(d) The Purchaser understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Shares or the fairness or suitability of the investment in the Shares, nor have such authorities passed upon or endorsed the merits of the offering of the Shares.

(e) From and after the date the Purchaser received any information about the sale of Shares to be sold pursuant to this Agreement, the Purchaser has not offered, pledged, sold, contracted to sell, sold any option or contract to purchase, purchased any option or contract to sell, granted any option, right or warrant to purchase, loaned, or otherwise transferred or disposed of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, entered into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, or directly or indirectly, through related parties, affiliates or otherwise sold "short" or "short against the box" (as those terms are generally understood) any equity security of the Company, and the Purchaser covenants that it will not, nor will it authorize or permit any person acting on its behalf to, engage in any such transactions until the expiration of the Lock-Up Period (as defined below), subject to the exceptions and exclusions in Section 3.1.

### **ARTICLE III** **MISCELLANEOUS**

3.1 *Lock-Up.* For a period commencing on the date hereof and ending on the sixtieth (60<sup>th</sup>) day after the date hereof (the "Lock-Up Period"), the Purchaser agrees not to, directly or indirectly, (A) offer for sale, sell, pledge, or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Shares or securities convertible into or exercisable or exchangeable for Shares or sell or grant options, rights or warrants with respect to any Shares or securities convertible into or exchangeable for Shares, (B) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of such Shares, whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Shares or other securities, in cash or otherwise (in each case, a "Disposal"), or (C) publicly disclose the intention to do any of the foregoing, in each case without the prior written consent of the Company (the "Lock-Up Undertaking"). Notwithstanding the foregoing, the Purchaser may conduct such Disposal (other than offer for sale or sell any Shares), provided that in the case of any such Disposal (other than offer for sale or sell any Shares), such counterparty to the Disposal shall give an undertaking to the Purchaser that such counterparty will comply with the Lock-Up Undertaking during the remainder of the Lock-Up Period. Any breach of the undertaking by such counterparty shall be treated as a breach of the Purchaser under this clause 3.1.

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3.2 *Indemnification to the Settlement Agent.* Each of the Company and the Purchaser undertakes, jointly and severally, to indemnify and hold harmless the Settlement Agent and its respective agents, affiliates, subsidiaries, affiliated or associated companies, their respective directors, officers, employees and agents (each, an “Indemnified Party”) against all or any costs, expenses (including legal fees as are properly and reasonably incurred), fees, claims, actions, liabilities, demands, proceedings or judgments (including but not limited to all such losses, costs, charges or expenses suffered or incurred in disputing or defending any costs, fees, claims, actions, liabilities, demands, proceedings or judgments (the “Proceedings”)) and/or in establishing its rights to be indemnified pursuant to this Section 3.2 and/or in seeking advice in relation to any Proceedings brought or established or threatened to be brought or established against any of the Indemnified Parties by any person, directly arising out of or solely in connection with the performance by the Settlement Agent of its obligations under this Agreement in relation to the transaction contemplated herein and which do not in any such case arise solely from the Settlement Agent’s own gross negligence, fraud or willful default as determined by final judgment of a court of competent jurisdiction.

3.3 *Fees and Expenses.* Each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement.

3.4 *Entire Agreement.* This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior contracts, agreements, discussions and understandings between them. No course of prior dealings between the parties shall be relevant to supplement or explain any term used in this Agreement.

3.5 *Notices.* Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile prior to 6:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile on a day that is not a Trading Day or later than 6:30 p.m. (New York City time) on any Trading Day, (c) the Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications is set forth on the Company and the Purchaser signature pages attached hereto, as applicable. For purposes of this Agreement, “Trading Day” shall mean a day on which the Company’s Common Stock is traded on the NASDAQ Stock Market, or, if the Company’s Common Stock is not eligible for trading on the NASDAQ Stock Market, any day except Saturday, Sunday and any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

3.6 *Amendments and Waivers.* No provision of this Agreement may be amended, terminated or waived except by a written instrument referring specifically to this Agreement and signed by all parties hereto or their authorized representatives. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

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3.7 *Construction.* The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

3.8 *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither Company nor the Purchaser may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

3.9 *Governing Law.* All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflict of laws principles.

3.10 *Survival.* The representations, warranties, agreements and covenants contained herein shall survive the Closing and delivery of the Shares.

3.11 *Execution.* This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

3.12 *Severability.* If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonably close substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

3.13 *Termination.* This Agreement may be terminated by either party by written notice to the other party, if the Closing has not been consummated on or before June 1, 2018.

3.14 *Waiver of Jury Trial.* The Company and the Purchaser hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

3.15 *Submission to Jurisdiction, Etc.* The Company hereby submits to the non-exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan, The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any lawsuit, action or other proceeding in such courts, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such lawsuit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

\* \* \* \* \*

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto on the date first above written.

**BeyondSpring Inc.**

By: /s/ Lan Huang  
Name: Lan Huang  
Title: Chief Executive Officer

*Address for Notice:*

BeyondSpring Inc.  
28 Liberty Street, 39<sup>th</sup> Floor  
New York, New York 10005  
Tel: +1 (646) 305-6387  
Attention: Lan Huang, CEO

*[Signature Page to Securities Purchase Agreement]*

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto on the date first above written.

**Everbright Sun Hung Kai Co., Ltd.**

By: /s/ William Yeung  
Name: William Yeung  
Authorized signatory

By: /s/ Terek Mak  
Name: Terek Mak  
Authorized signatory

*Address for Notice:*

Everbright Sun Hung Kai Co., Ltd.  
42/F Lee Garden One  
33 Hysan Avenue  
Causeway Bay  
Hong Kong  
Attention: William Yeung

*[Signature Page to Securities Purchase Agreement]*

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto on the date first above written.

**Sun Hung Kai Investment Services Limited**

By: /s/ William Yeung  
Name: William Yeung  
Authorized signatory

By: /s/ Terek Mak  
Name: Terek Mak  
Authorized signatory

*Address for Notice:*

Sun Hung Kai Investment Services Limited  
28/F Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong

*[Signature Page to Securities Purchase Agreement]*

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**SECURITIES PURCHASE AGREEMENT**

THIS SECURITIES PURCHASE AGREEMENT (as may be amended, modified, or supplemented from time to time, this "Agreement") is made and entered into as of May 29, 2018, by and between BeyondSpring Inc., an exempt company with limited liability organized under the laws of the Cayman Islands (the "Company"), New China Asset Management (Hong Kong) Limited (the "Purchaser") and Sun Hung Kai Investment Services Limited (the "Settlement Agent").

WHEREAS, the Company has prepared and filed with the Securities and Exchange Commission (the "SEC"), in accordance with the provisions of the Securities Act of 1933, as amended (the "Securities Act"), and the applicable rules and regulations thereunder, a registration statement on Form F-3 (File No. 333-224437), including a prospectus, relating to the shares to be issued and sold pursuant to this Agreement. The term "Registration Statement" as used herein refers to such registration statement (including all financial schedules and exhibits), as amended or as supplemented and includes information contained or incorporated by reference in the prospectus filed with the Registration Statement (the "Prospectus") and any supplement thereto (a "Prospectus Supplement"), in each case, filed with the SEC pursuant to Rule 424(b) of the rules under the Securities Act and deemed to be part thereof at the time of effectiveness (the "Effective Date") pursuant to Rule 430B of the rules under the Securities Act.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions herein contained, the parties hereby agree as follows:

**ARTICLE I  
PURCHASE AND SALE**

1.1 *Closing*. The Purchaser agrees to purchase from the Company, and the Company agrees to issue and sell to the Purchaser, 110,864 shares (the "Shares") of the Company's common stock (the "Common Stock"), at a purchase price of \$27.06 per share, for an aggregate purchase price of \$3,000,000 (the "Purchase Price"). Upon satisfaction of the conditions set forth in Section 1.2, the closing of the purchase and sale of the Shares (the "Closing Date") shall occur at the offices of Skadden, Arps, Slate, Meagher & Flom LLP on May 31, 2018, or at such other place or on such other date as the parties shall mutually agree.

(a) For the purpose of effecting the Closing, the Company undertakes that it will, at its own costs, deliver all such documentation and take all such steps that are necessary to irrevocably effect the deposit of the Shares into an account designated by the Settlement Agent at The Depository Trust Company no later than 2 clear business days prior to Closing. In connection therewith, the Company agrees to appoint the Settlement Agent to act as the Company's nominee to hold the Shares pending Closing for a settlement fee as separately agreed between the Company and the Settlement Agent. The Purchaser also undertakes and agrees that it shall irrevocably transfer the Purchase Price in immediately available fund to the designated account of the Settlement Agent no later than 2 clear business days prior to Closing. Subject to the full satisfaction of the conditions set forth in Section 1.2, on the Closing Date, the Settlement Agent shall (i) make or procure the making of payment of the Purchase Price (less any fee and expenses payable to the Settlement Agent by the Company) to the designated account of the Company set forth below; and (ii) effect a transfer of the Shares to the designated securities account of the Purchaser set forth below, pending completion of such transfer, the Settlement Agent shall hold the Shares as the Purchaser's nominee. The performance of (i) and (ii) by or on behalf of the Settlement Agent shall constitute a full and complete discharge of the obligations of the Settlement Agent hereunder.

(b) The designated DTC account of the Purchaser is as follows:

DTC: Brown Brothers Harriman, New York  
Institutional Number: 62380  
Agent Bank ID Number: 10419  
A/C Name with agent: Standard Chartered Bank (Hong Kong) Limited  
A/C Number: 8495277

(c) The designated DTC account of the Settlement Agent is as follows:

DTC: 443 (Pershing LLC)  
Institutional number: 00443  
Agent bank ID number: 00443  
A/C name: Pershing Securities Ltd  
Account Number: 787001296

## 1.2 *Closing Conditions.*

(a) As a condition to the Purchaser's obligation to consummate the transactions contemplated hereby, at the Closing, the Company shall have satisfied or the Purchaser shall waive each of the conditions set forth below or shall deliver or cause to be delivered to the Purchaser the items set forth below, as appropriate:

(i) a copy of this Agreement duly executed by the Company;

(ii) the Shares thereof have been deposited into the Settlement Agent's account designated above, as required under section 1.1(a), no later than 2 clear business days prior to Closing;

(iii) the representations and warranties made by the Company herein shall be true and correct in all material respects on the date hereof and on the date of the Closing;

(iv) all covenants, agreements and conditions contained in this Agreement to be performed by the Company on or prior to the date of the Closing shall have been performed or complied with in all material respects; and

(v) no statute, regulation, executive order, decree, ruling or injunction shall have been enacted, promulgated, endorsed or threatened or is pending by or before any governmental authority of competent jurisdiction which prohibits or threatens to prohibit the consummation of the transaction contemplated by this Agreement.

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(vi) a copy of the filed notification form listing the Shares on the Nasdaq Stock Market.

(vii) the Prospectus and Prospectus Supplement (which may be delivered in accordance with Rule 172 under the Securities Act).

(viii) there shall have been no Material Adverse Effect (as defined below) with respect to the Company since the date hereof.

(iv) from the date hereof to the Closing Date, trading in the Common Stock shall not have been suspended by the SEC or the NASDAQ Stock Market, and, at any time prior to the Closing Date, trading in securities generally as reported by Bloomberg L.P. shall not have been suspended or limited, or minimum prices shall not have been established on securities whose trades are reported by such service, or on any trading market, nor shall a banking moratorium have been declared either by the United States or New York State authorities nor shall there have occurred any material outbreak or escalation of hostilities or other national or international calamity of such magnitude in its effect on, or any material adverse change in, any financial market which, in each case, makes it impracticable or inadvisable to purchase the Shares at the Closing.

(b) As a condition to the Company's obligation to consummate the transactions contemplated hereby, at the Closing, the Purchaser shall have satisfied each of the conditions set forth below or shall deliver or cause to be delivered to the Company the items set forth below, as appropriate:

(i) a copy of this Agreement duly executed by the Purchaser;

(ii) the Purchase Price is paid by wire transfer of immediately available funds to the account of the Company set forth below:

**Bank:** China Merchants Bank, New York Branch  
**Swift Code:** CMBCUS33  
**Beneficiary Name:** BeyondSpring Inc.  
**Beneficiary Account Number:** 1016130015  
**Fedwire ABA:** 026014559

(iii) the representations and warranties made by the Purchaser herein shall be true and correct in all material respects on the date hereof and on the date of the Closing;

(iv) the Purchaser shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Purchaser at or before the Closing; and

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(v) no statute, regulation, executive order, decree, ruling or injunction shall have been enacted, promulgated, endorsed or threatened or is pending by or before any governmental authority of competent jurisdiction which prohibits or threatens to prohibit the consummation of the transaction contemplated by this Agreement.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

2.1 *Representations and Warranties of the Company.* Except as set forth in the Company's filings under the Securities Exchange Act of 1934, as amended, the Company hereby makes the following representations and warranties as of the date hereof and as of the date of the Closing to the Purchaser:

(a) The Company has the requisite corporate power and authority and legal capacity to enter into, and to carry out its obligations under, this Agreement. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company.

(b) This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar law of general application affecting rights of creditors and general principles of equity.

(c) Assuming the accuracy of the representations made by the Purchaser in Section 2.2 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for any filings which have been made or will be made in a timely manner.

(d) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated thereby will not result in any violation of or be in conflict with or constitute, with or without the passage of time and giving of notice, either (i) a default under the provisions of its organizational documents, or any instrument, judgment, order, writ, decree, contract or agreement of the Company or (ii) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company; except in each case as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, assets, liabilities, financial condition, property, or results of operations of the Company and its subsidiaries, taken as a whole.

(e) The Registration Statement relating to the Shares has (i) been prepared by the Company in conformity with the requirements of the Securities Act, and the rules and regulations of the SEC thereunder; (ii) been filed with the SEC under the Securities Act; (iii) become effective under the Securities Act and (iv) no stop order preventing or suspending the effectiveness of the Registration Statement or suspending or preventing the use of the Prospectus or Prospectus Supplement has been issued by the SEC and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are threatened by the SEC.

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(f) The Registration Statement conformed and will conform in all material respects on the Effective Date and on the Closing Date to the requirements of the Securities Act and the rules and regulations thereunder. The Prospectus conformed, and the Prospectus Supplement will conform, in all material respects when filed with the SEC pursuant to Rule 424(b) under the Securities Act and on the Closing Date to the requirements of the Securities Act and the rules and regulations thereunder. The documents incorporated by reference in the Registration Statement conformed in all material respects to the requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or the Securities Act, as applicable, and the rules and regulations thereunder.

(g) The Registration Statement did not, as of the Effective Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The documents incorporated by reference in the Registration Statement did not, and any further documents filed and incorporated by reference therein will not, as of the respective filing dates of each document, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(h) The Prospectus does not, and the Prospectus Supplement will not, in each case, as of its date or as of the Closing Date, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. There is no fact known to the Company which adversely affects or in the future may adversely affect the business, operations, affairs, prospects, condition, properties or assets of the Company.

(i) The Company and each of its subsidiaries has been duly organized, is validly existing and in good standing (where such concept is applicable) as a corporation or other business entity under the laws of its jurisdiction of organization and is duly qualified to do business and in good standing (where such concept is applicable) as a foreign corporation or other business entity in each jurisdiction in which its ownership or lease of property or the conduct of its businesses requires such qualification, except where the failure to be so qualified or in good standing could not, in the aggregate, reasonably be expected to have a material adverse effect on the condition (financial or otherwise), results of operations, shareholders’ equity, properties, business or prospects of the Company and its subsidiary taken as a whole (a “Material Adverse Effect”). The Company and its subsidiary have all power and authority necessary to own or hold its properties and to conduct the businesses in which it is engaged.

(j) The Shares to be issued and sold by the Company to the Purchaser hereunder have been duly authorized and, upon payment and delivery in accordance with this Agreement, will be validly issued, fully paid and non-assessable, will conform in all material respects to the description thereof contained in the Prospectus and the Prospectus Supplement, will be issued in compliance with U.S. federal and state securities laws, and will be free of statutory and contractual preemptive rights, rights of first refusal and any other similar rights of any share holder and notwithstanding anything to the contrary herein, when the Shares are issued to the Purchaser at Closing, the Shares will be free and clear of any restrictions on transfer, liens or encumbrances.

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(k) Ernst & Young Hua Ming LLP, who have certified certain financial statements of the Company and its consolidated subsidiary, whose report appears in the Prospectus and the Prospectus Supplement or is incorporated by reference therein, are independent public accountants as required by the Securities Act and the rules and regulations thereunder.

(l) Neither the Company nor its subsidiary is, and as of the Closing Date and after giving effect to the offer and sale of the Shares and the application of the proceeds therefrom as described under "Use of Proceeds" in the Prospectus and the Prospectus Supplement, none of them will be, (i) an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the "Investment Company Act"), and the rules and regulations of the SEC thereunder, or (ii) a "business development company" (as defined in Section 2(a)(48) of the Investment Company Act).

(m) Except as specifically referred to herein, no brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions hereby. To the knowledge of the Company, the Purchaser shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other persons for fees of a type contemplated in this section that may be due in connection with the transactions contemplated hereby.

*2.2 Representations and Warranties of the Purchaser.* The Purchaser hereby represents and warrants as of the date hereof and as of the date of the Closing to the Company as follows:

(a) The Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, limited liability or partnership power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Purchaser.

(b) This Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar law of general application affecting rights of creditors and general principles of equity.

(c) The Purchaser and its advisors, if any, have been furnished with all publicly available materials relating to the business, finances and operations of the Company and such other publicly available materials relating to the offer and sale of the Shares as have been requested by the Purchaser. The Purchaser and its advisors, if any, have been afforded the opportunity to ask questions of the Company. The Purchaser understands that its investment in the Shares involves a high degree of risk. The Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Shares. Other than to the Purchaser's representatives, including, without limitation, its officers, directors, partners, legal and other advisors, employees, agents and affiliates, the Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction).

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(d) The Purchaser understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Shares or the fairness or suitability of the investment in the Shares, nor have such authorities passed upon or endorsed the merits of the offering of the Shares.

(e) From and after the date the Purchaser received any information about the sale of Shares to be sold pursuant to this Agreement, the Purchaser has not offered, pledged, sold, contracted to sell, sold any option or contract to purchase, purchased any option or contract to sell, granted any option, right or warrant to purchase, loaned, or otherwise transferred or disposed of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, entered into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, or directly or indirectly, through related parties, affiliates or otherwise sold "short" or "short against the box" (as those terms are generally understood) any equity security of the Company. The Purchaser covenants that it will not, nor will it authorize or permit any person acting on its behalf to, engage in any such transactions until the expiration of the Lock-Up Period (as defined below).

### **ARTICLE III MISCELLANEOUS**

3.1 *Lock-Up.* For a period commencing on the date hereof and ending on the sixtieth (60<sup>th</sup>) day after the date hereof (the "Lock-Up Period"), the Purchaser agrees not to, directly or indirectly, (A) offer for sale, sell, pledge, or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Shares or securities convertible into or exercisable or exchangeable for Shares or sell or grant options, rights or warrants with respect to any Shares or securities convertible into or exchangeable for Shares, (B) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of such Shares, whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Shares or other securities, in cash or otherwise, or (C) publicly disclose the intention to do any of the foregoing, in each case without the prior written consent of the Company.

3.2 *Indemnification to the Settlement Agent.* The Company undertakes to indemnify and hold harmless the Settlement Agent and its respective agents, affiliates, subsidiaries, affiliated or associated companies, their respective directors, officers, employees and agents (each, an "Indemnified Party") against all or any costs, expenses (including legal fees as are properly and reasonably incurred), fees, claims, actions, liabilities, demands, proceedings or judgments (including but not limited to all such losses, costs, charges or expenses suffered or incurred in disputing or defending any costs, fees, claims, actions, liabilities, demands, proceedings or judgments (the "Proceedings")) and/or in establishing its rights to be indemnified pursuant to this Section 3.2 and/or in seeking advice in relation to any Proceedings brought or established or threatened to be brought or established against any of the Indemnified Parties by any person, directly arising out of or solely in connection with the performance by the Settlement Agent of its obligations under this Agreement in relation to the transaction contemplated herein and which do not in any such case arise solely from the Settlement Agent's own gross negligence, fraud or willful default as determined by final judgment of a court of competent jurisdiction.

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3.3 *Fees and Expenses.* Each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement.

3.4 *Entire Agreement.* This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior contracts, agreements, discussions and understandings between them. No course of prior dealings between the parties shall be relevant to supplement or explain any term used in this Agreement.

3.5 *Notices.* Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile prior to 6:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile on a day that is not a Trading Day or later than 6:30 p.m. (New York City time) on any Trading Day, (c) the Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications is set forth on the Company and the Purchaser signature pages attached hereto, as applicable. For purposes of this Agreement, "Trading Day" shall mean a day on which the Company's Common Stock is traded on the Nasdaq Stock Market, or, if the Company's Common Stock is not eligible for trading on the Nasdaq Stock Market, any day except Saturday, Sunday and any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

3.6 *Amendments and Waivers.* No provision of this Agreement may be amended, terminated or waived except by a written instrument referring specifically to this Agreement and signed by all parties hereto or their authorized representatives. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

3.7 *Construction.* The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

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3.8 *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither Company nor the Purchaser may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

3.9 *Governing Law.* All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflict of laws principles.

3.10 *Survival.* The representations, warranties, agreements and covenants contained herein shall survive the Closing and delivery of the Shares.

3.11 *Execution.* This Agreement may be executed in three or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

3.12 *Severability.* If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

3.13 *Termination.* This Agreement may be terminated by either party by written notice to the other party, if the Closing has not been consummated on or before June 1], 2018.

3.14 *Waiver of Jury Trial.* The Company and the Purchaser hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

3.15 *Submission to Jurisdiction, Etc.* The Company hereby submits to the non-exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan, The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any lawsuit, action or other proceeding in such courts, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such lawsuit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto on the date first above written.

**BeyondSpring Inc.**

By: /s/ Lan Huang

Name: Lan Huang

Title: CEO

*Address for Notice:*

BeyondSpring Inc.  
28 Liberty Street, 39<sup>th</sup> Floor  
New York, New York 10005  
Tel: +1 (646) 305-6387  
Attention: Lan Huang, CEO

*[Signature Page to Securities Purchase Agreement]*

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto on the date first above written.

**New China Asset Management (Hong Kong) Limited**

By: /s/ Hongjun An

Name: Hongjun An

Title: Chief Executive Officer

*Address for Notice:*

New China Asset Management (Hong Kong) Limited  
2701-2705, 27/F, Two IFC, 8 Finance Street, Central, Hong Kong

*[Signature Page to Securities Purchase Agreement]*

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto on the date first above written.

**Sun Hung Kai Investment Services Limited**

By: /s/ William Yeung

Name: William Yeung  
Authorized signatory

By: /s/ Terek Mak

Name: Terek Mak  
Authorized signatory

*Address for Notice:*

Sun Hung Kai Investment Services Limited  
28/F Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong

*[Signature Page to Securities Purchase Agreement]*

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**SECURITIES PURCHASE AGREEMENT**

THIS SECURITIES PURCHASE AGREEMENT (as may be amended, modified, or supplemented from time to time, this "Agreement") is made and entered into as of May 29, 2018, by and between BeyondSpring Inc., an exempt company with limited liability organized under the laws of the Cayman Islands (the "Company") and Tianyi HongKong Development Ltd. (the "Purchaser").

WHEREAS, the Company has prepared and filed with the Securities and Exchange Commission (the "SEC"), in accordance with the provisions of the Securities Act of 1933, as amended (the "Securities Act"), and the applicable rules and regulations thereunder, a registration statement on Form F-3 (File No. 333-224437), including a prospectus, relating to the shares to be issued and sold pursuant to this Agreement. The term "Registration Statement" as used herein refers to such registration statement (including all financial schedules and exhibits), as amended or as supplemented and includes information contained or incorporated by reference in the prospectus filed with the Registration Statement (the "Prospectus") and any supplement thereto (a "Prospectus Supplement"), in each case, filed with the SEC pursuant to Rule 424(b) of the rules under the Securities Act and deemed to be part thereof at the time of effectiveness (the "Effective Date") pursuant to Rule 430B of the rules under the Securities Act.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions herein contained, the parties hereby agree as follows:

**ARTICLE I  
PURCHASE AND SALE**

1.1 *Closing.* The Purchaser agrees to purchase from the Company, and the Company agrees to issue and sell to the Purchaser, 554,323 shares (the "Shares") of the Company's common stock (the "Common Stock"), at a purchase price of \$27.06 per share, for an aggregate purchase price of \$15,000,000 (the "Purchase Price"). Upon satisfaction of the conditions set forth in Section 1.2, the closing of the purchase and sale of the Shares (the "Closing Date") shall occur at the offices of Skadden, Arps, Slate, Meagher & Flom LLP on May 31, 2018, or at such other place or on such other date as the parties shall mutually agree. Unless otherwise agreed upon by the Company and the Purchaser, settlement of the Shares shall occur via "Delivery Free of Payment" (i.e., the Purchaser shall make payment for the Shares purchased by it by wire transfer to the Company on the Closing Date, upon confirmation of receipt of the wire, the Company shall issue the Shares registered in the Purchaser's name and address, which shall be released by the Transfer Agent (as defined herein) directly to the account of the Purchaser).

1.2 *Closing Conditions.*

(a) As a condition to the Purchaser's obligation to consummate the transactions contemplated hereby, at the Closing, the Company shall have satisfied or the Purchaser shall waive each of the conditions set forth below or shall deliver or cause to be delivered to the Purchaser the items set forth below, as appropriate:

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(i) a copy of this Agreement duly executed by the Company;

(ii) (a) a copy of the irrevocable instructions to Continental Stock Transfer & Trust (the "Transfer Agent") instructing the Transfer Agent to deliver on an expedited basis the Shares, registered in the name of the Purchaser and (b) Company has released the Shares for delivery to the Purchaser;

(iii) the representations and warranties made by the Company herein shall be true and correct in all material respects on the date hereof and on the date of the Closing;

(iv) all covenants, agreements and conditions contained in this Agreement to be performed by the Company on or prior to the date of the Closing shall have been performed or complied with in all material respects; and

(v) no statute, regulation, executive order, decree, ruling or injunction shall have been enacted, promulgated, endorsed or threatened or is pending by or before any governmental authority of competent jurisdiction which prohibits or threatens to prohibit the consummation of the transaction contemplated by this Agreement.

(vi) a copy of the filed notification form listing the Shares on the Nasdaq Stock Market.

(vii) the Prospectus and Prospectus Supplement (which may be delivered in accordance with Rule 172 under the Securities Act).

(viii) there shall have been no Material Adverse Effect (as defined below) with respect to the Company since the date hereof.

(ix) from the date hereof to the Closing Date, trading in the Common Stock shall not have been suspended by the SEC or the NASDAQ Stock Market, and, at any time prior to the Closing Date, trading in securities generally as reported by Bloomberg L.P. shall not have been suspended or limited, or minimum prices shall not have been established on securities whose trades are reported by such service, or on any trading market, nor shall a banking moratorium have been declared either by the United States or New York State authorities nor shall there have occurred any material outbreak or escalation of hostilities or other national or international calamity of such magnitude in its effect on, or any material adverse change in, any financial market which, in each case, makes it impracticable or inadvisable to purchase the Shares at the Closing.

(b) As a condition to the Company's obligation to consummate the transactions contemplated hereby, at the Closing, the Purchaser shall have satisfied each of the conditions set forth below or shall deliver or cause to be delivered to the Company the items set forth below, as appropriate:

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(i) a copy of this Agreement duly executed by the Purchaser;

(ii) the Purchase Price is paid by wire transfer of immediately available funds to the account of the Company set forth below:

**Bank:** China Merchants Bank, New York Branch  
**Swift Code:** CMBUS33  
**Beneficiary Name:** BeyondSpring Inc.  
**Beneficiary Account Number:** 1016130015  
**Fedwire ABA:** 026014559

(iii) the representations and warranties made by the Purchaser herein shall be true and correct in all material respects on the date hereof and on the date of the Closing;

(iv) the Purchaser shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Purchaser at or before the Closing; and

(v) no statute, regulation, executive order, decree, ruling or injunction shall have been enacted, promulgated, endorsed or threatened or is pending by or before any governmental authority of competent jurisdiction which prohibits or threatens to prohibit the consummation of the transaction contemplated by this Agreement.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

*2.1 Representations and Warranties of the Company.* Except as set forth in the Company's filings under the Securities Exchange Act of 1934, as amended, the Company hereby makes the following representations and warranties as of the date hereof and as of the date of the Closing to the Purchaser:

(a) The Company has the requisite corporate power and authority and legal capacity to enter into, and to carry out its obligations under, this Agreement. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company.

(b) This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar law of general application affecting rights of creditors and general principles of equity.

(c) Assuming the accuracy of the representations made by the Purchaser in Section 2.2 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for any filings which have been made or will be made in a timely manner.

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(d) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated thereby will not result in any violation of or be in conflict with or constitute, with or without the passage of time and giving of notice, either (i) a default under the provisions of its organizational documents, or any instrument, judgment, order, writ, decree, contract or agreement of the Company or (ii) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company; except in each case as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, assets, liabilities, financial condition, property, or results of operations of the Company and its subsidiaries, taken as a whole.

(e) The Registration Statement relating to the Shares has (i) been prepared by the Company in conformity with the requirements of the Securities Act, and the rules and regulations of the SEC thereunder; (ii) been filed with the SEC under the Securities Act; (iii) become effective under the Securities Act and (iv) no stop order preventing or suspending the effectiveness of the Registration Statement or suspending or preventing the use of the Prospectus or Prospectus Supplement has been issued by the SEC and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are threatened by the SEC.

(f) The Registration Statement conformed and will conform in all material respects on the Effective Date and on the Closing Date to the requirements of the Securities Act and the rules and regulations thereunder. The Prospectus conformed, and the Prospectus Supplement will conform, in all material respects when filed with the SEC pursuant to Rule 424(b) under the Securities Act and on the Closing Date to the requirements of the Securities Act and the rules and regulations thereunder. The documents incorporated by reference in the Registration Statement conformed in all material respects to the requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or the Securities Act, as applicable, and the rules and regulations thereunder.

(g) The Registration Statement did not, as of the Effective Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The documents incorporated by reference in the Registration Statement did not, and any further documents filed and incorporated by reference therein will not, as of the respective filing dates of each document, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(h) The Prospectus does not, and the Prospectus Supplement will not, in each case, as of its date or as of the Closing Date, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

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(i) The Company and each of its subsidiaries has been duly organized, is validly existing and in good standing (where such concept is applicable) as a corporation or other business entity under the laws of its jurisdiction of organization and is duly qualified to do business and in good standing (where such concept is applicable) as a foreign corporation or other business entity in each jurisdiction in which its ownership or lease of property or the conduct of its businesses requires such qualification, except where the failure to be so qualified or in good standing could not, in the aggregate, reasonably be expected to have a material adverse effect on the condition (financial or otherwise), results of operations, shareholders' equity, properties, business or prospects of the Company and its subsidiary taken as a whole (a "Material Adverse Effect"). The Company and its subsidiary have all power and authority necessary to own or hold its properties and to conduct the businesses in which it is engaged.

(j) The Shares to be issued and sold by the Company to the Purchaser hereunder have been duly authorized and, upon payment and delivery in accordance with this Agreement, will be validly issued, fully paid and non-assessable, will conform in all material respects to the description thereof contained in the Prospectus and the Prospectus Supplement, will be issued in compliance with U.S. federal and state securities laws, and will be free of statutory and contractual preemptive rights, rights of first refusal and any other similar rights of any share holder.

(k) Ernst & Young Hua Ming LLP, who have certified certain financial statements of the Company and its consolidated subsidiary, whose report appears in the Prospectus and the Prospectus Supplement or is incorporated by reference therein, are independent public accountants as required by the Securities Act and the rules and regulations thereunder.

(l) Neither the Company nor its subsidiary is, and as of the Closing Date and after giving effect to the offer and sale of the Shares and the application of the proceeds therefrom as described under "Use of Proceeds" in the Prospectus and the Prospectus Supplement, none of them will be, (i) an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the "Investment Company Act"), and the rules and regulations of the SEC thereunder, or (ii) a "business development company" (as defined in Section 2(a)(48) of the Investment Company Act).

(m) No brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions hereby. To the knowledge of the Company, the Purchaser shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other persons for fees of a type contemplated in this section that may be due in connection with the transactions contemplated hereby.

*2.2 Representations and Warranties of the Purchaser.* The Purchaser hereby represents and warrants as of the date hereof and as of the date of the Closing to the Company as follows:

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(a) The Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, limited liability or partnership power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Purchaser.

(b) This Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar law of general application affecting rights of creditors and general principles of equity.

(c) The Purchaser and its advisors, if any, have been furnished with all publicly available materials relating to the business, finances and operations of the Company and such other publicly available materials relating to the offer and sale of the Shares as have been requested by the Purchaser. The Purchaser and its advisors, if any, have been afforded the opportunity to ask questions of the Company. The Purchaser understands that its investment in the Shares involves a high degree of risk. The Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Shares. Other than to the Purchaser's representatives, including, without limitation, its officers, directors, partners, legal and other advisors, employees, agents and affiliates, the Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction).

(d) The Purchaser understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Shares or the fairness or suitability of the investment in the Shares, nor have such authorities passed upon or endorsed the merits of the offering of the Shares.

(e) From and after the date the Purchaser received any information about the sale of Shares to be sold pursuant to this Agreement, the Purchaser has not offered, pledged, sold, contracted to sell, sold any option or contract to purchase, purchased any option or contract to sell, granted any option, right or warrant to purchase, loaned, or otherwise transferred or disposed of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, entered into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, or directly or indirectly, through related parties, affiliates or otherwise sold "short" or "short against the box" (as those terms are generally understood) any equity security of the Company. The Purchaser covenants that it will not, nor will it authorize or permit any person acting on its behalf to, engage in any such transactions until the expiration of the Lock-Up Period (as defined below).

### **ARTICLE III MISCELLANEOUS**

3.1 *Lock-Up*. For a period commencing on the date hereof and ending on the sixtieth (60<sup>th</sup>) day after the date hereof (the "Lock-Up Period"), the Purchaser agrees not to, directly or indirectly, (A) offer for sale, sell, pledge, or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Shares or securities convertible into or exercisable or exchangeable for Shares or sell or grant options, rights or warrants with respect to any Shares or securities convertible into or exchangeable for Shares, (B) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of such Shares, whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Shares or other securities, in cash or otherwise, or (C) publicly disclose the intention to do any of the foregoing, in each case without the prior written consent of the Company.

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3.2 *Fees and Expenses.* Each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement.

3.3 *Entire Agreement.* This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior contracts, agreements, discussions and understandings between them. No course of prior dealings between the parties shall be relevant to supplement or explain any term used in this Agreement.

3.4 *Notices.* Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile prior to 6:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile on a day that is not a Trading Day or later than 6:30 p.m. (New York City time) on any Trading Day, (c) the Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications is set forth on the Company and the Purchaser signature pages attached hereto, as applicable. For purposes of this Agreement, "Trading Day" shall mean a day on which the Company's Common Stock is traded on the Nasdaq Stock Market, or, if the Company's Common Stock is not eligible for trading on the Nasdaq Stock Market, any day except Saturday, Sunday and any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

3.5 *Amendments and Waivers.* No provision of this Agreement may be amended, terminated or waived except by a written instrument referring specifically to this Agreement and signed by all parties hereto or their authorized representatives. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

3.6 *Construction.* The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

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3.7 *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither Company nor the Purchaser may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

3.8 *Governing Law.* All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflict of laws principles.

3.9 *Survival.* The representations, warranties, agreements and covenants contained herein shall survive the Closing and delivery of the Shares.

3.10 *Execution.* This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

3.11 *Severability.* If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

3.12 *Termination.* This Agreement may be terminated by either party by written notice to the other party, if the Closing has not been consummated on or before June 1, 2018.

3.13 *Waiver of Jury Trial.* The Company and the Purchaser hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

3.14 *Submission to Jurisdiction, Etc.* The Company hereby submits to the non-exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan, The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any lawsuit, action or other proceeding in such courts, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such lawsuit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto on the date first above written.

**BeyondSpring Inc.**

By: /s/ Lan Huang

Name: Lan Huang

Title: CEO

*Address for Notice:*

BeyondSpring Inc.

28 Liberty Street, 39<sup>th</sup> Floor

New York, New York 10005

Tel: +1 (646) 305-6387

Attention: Lan Huang, CEO

*[Signature Page to Securities Purchase Agreement]*

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto on the date first above written.

**Tianyi HongKong Development Ltd.**

By: /s/ Di Wu

Name: Di Wu

Title: Chairman

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*Address for Notice:*

Tianyi HongKong Development Ltd.  
21E, W 1 Austin Road  
Kowloon, HongKong  
Tel: +86-159-3012-2222  
Attention: Di Wu, Chairman

*[Signature Page to Securities Purchase Agreement]*

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