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

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**SCHEDULE 13D/A**

**UNDER THE SECURITIES EXCHANGE ACT OF 1934  
(AMENDMENT NO. 1)\***

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**Myovant Sciences Ltd.**

(Name of Issuer)

**Common Shares, par value \$0.000017727 per share**  
(Title of Class of Securities)

**G637AM102**  
(CUSIP Number)

**Yumi Sato**  
**Senior Director, Global Corporate Strategy**  
**Sumitomo Dainippon Pharma Co., Ltd.**  
**6-8, Doshomachi 2-chome,**  
**Chuo-ku, Osaka 541-0045, Japan**

*Copies to:*

**Benjamin O. Lang**  
**Jones Day**  
**The Okura Prestige Tower**  
**2-10-4 Toranomom, Minato-ku**  
**Tokyo 105-001, Japan**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**March 16, 2020**  
(Date of Event Which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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

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

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1	NAMES OF REPORTING PERSONS  Sumitomo Chemical Co., Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Japan	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER
	8	SHARED VOTING POWER  45,396,404
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER  45,396,404
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  45,396,404	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  50.56% (1)	
14	TYPE OF REPORTING PERSON  CO	

- (1) This calculation is based on 89,788,054 Common Shares, \$0.000017727 par value per share, of the Issuer (as defined below), issued and outstanding as of January 31, 2020, as disclosed by the Issuer on its quarterly report on Form 10-Q, as filed with the Securities and Exchange Commission on February 10, 2020.

1	NAMES OF REPORTING PERSONS	
	Sumitomo Dainippon Pharma Co., Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Japan	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER
	8	SHARED VOTING POWER  45,396,404
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER  45,396,404
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  45,396,404	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  50.56% (2)	
14	TYPE OF REPORTING PERSON  CO	

(1) Working capital from Sumitomo Dainippon Pharma Co., Ltd. was contributed to Sumitovant Biopharma Ltd. for purposes of acquiring additional shares.

(2) This calculation is based on 89,788,054 Common Shares, \$0.000017727 par value per share, of the Issuer (as defined below), issued and outstanding as of January 31, 2020, as disclosed by the Issuer on its quarterly report on Form 10-Q, as filed with the Securities and Exchange Commission on February 10, 2020.

1	NAMES OF REPORTING PERSONS	
	Sumitovant Biopharma Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
	<input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Bermuda	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER
		45,396,404
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER
		45,396,404
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	45,396,404	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
	<input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	50.56% (1)	
14	TYPE OF REPORTING PERSON	
	OO	

- (1) This calculations is based on 89,788,054 Common Shares, \$0.000017727 par value per share, of the Issuer (as defined below), issued and outstanding as of January 31, 2020, as disclosed by the Issuer on its quarterly report on Form 10-Q, as filed with the Securities and Exchange Commission on February 10, 2020.

This Amendment No. 1 to Schedule 13D (this “Amendment No. 1”) relates to the Common Shares, par value \$0.000017727 per share (“Common Shares”), issued by Myovant Sciences Ltd. (the “Issuer”), and amends the Schedule 13D filed on January 3, 2020 (the “Original Schedule 13D” and, together with this Amendment No. 1, the “Statement”). Capitalized terms used and not defined in this Amendment No. 1 have the meanings set forth in the Original Schedule 13D.

This Amendment No. 1 is being filed by Sumitomo Chemical Co., Ltd., a Japanese corporation (“Sumitomo Chemical”), Sumitomo Dainippon Pharma Co., Ltd., a Japanese corporation (“Sumitomo Dainippon”), and Sumitovant Biopharma Ltd. (formerly known as Vant Alliance Ltd.), a Bermuda exempted company limited by shares (“Sumitovant”) (collectively, the “Reporting Persons”).

This Amendment No. 1 is being filed to amend Item 3, Item 4, Item 5, Item 6 and Item 7 of the Original Schedule 13D as follows:

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

Item 3 of the Original Schedule 13D is hereby supplementally amended as follows:

On March 16, 2020, Sumitovant purchased 193,900 Common Shares of the Issuer in the open market at an average price of \$7.2512 per share for an aggregate purchase price of \$1,406,007, all of which was funded through a contribution of working capital from Sumitomo Dainippon to Sumitovant. On March 17, 2020, Sumitovant purchased 193,900 Common Shares of the Issuer in the open market at an average price of \$7.3953 per share for an aggregate purchase price of \$1,433,948, all of which was funded through a contribution of working capital from Sumitomo Dainippon to Sumitovant. The Common Shares in both transactions were purchased under a Securities Purchase Plan dated March 13, 2020, by and between Citigroup Global Markets Inc. (“CGMI”) and Sumitovant (“10b5-1 Trading Plan”), pursuant to Rule 10b5-1 and Rule 10b-18 of the Securities Exchange Act of 1934, as amended.

**Item 4. Purpose of Transaction**

Item 4 of the Original Schedule 13D is hereby supplementally amended as follows:

*Purchase of Additional Common Shares*

Sumitovant has purchased, and will continue to purchase additional Common Shares in open market transactions pursuant to the 10b5-1 Trading Plan, as described in further detail in Item 3 above and Item 6 below. Sumitovant is purchasing the additional Common Shares to maintain a controlling interest in the Issuer.

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

Item 5 of the Original Schedule 13D is amended and restated to read as follows:

(a)—(b) The responses of the Reporting Persons to Rows (7) through (13) of the cover pages of this Statement are incorporated herein by reference.

The aggregate 45,396,404 Common Shares beneficially owned by the Reporting Persons represent 50.56% of the issued and outstanding Common Shares based on 89,788,054 Common Shares, issued and outstanding as of January 31, 2020, as disclosed by the Issuer on its quarterly report on Form 10-Q, as filed with the Securities and Exchange Commission on February 10, 2020.

Sumitovant has sole voting power and sole dispositive power with regard to 45,396,404 Common Shares. Each of Sumitomo Chemical and Sumitomo Dainippon has shared voting power and shared dispositive power with regard to such Common Shares. Each of Sumitomo Chemical and Sumitomo Dainippon, by virtue of their relationships to Sumitovant (as disclosed in Item 2), may be deemed to indirectly beneficially own (as that term is defined in Rule 13d-3 under the Act) the Common Shares which Sumitovant directly beneficially owns. Each of Sumitomo Chemical and Sumitomo Dainippon disclaims beneficial ownership of such Common Shares for all other purposes.

(c) There have been no transactions in Common Shares that were effected during the past sixty days by the Reporting Persons other than as reported in this Statement.

(d) No other person is known by the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, Common Shares that may be deemed to be beneficially owned by the Reporting Persons.

(e) Not applicable.

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

Item 6 of the Original Schedule 13D is hereby supplementally amended as follows:

On March 13, 2020, Sumitovant entered into the 10b5-1 Trading Plan with CGMI, pursuant to which, commencing March 16, 2020, CGMI is authorized to and directed to purchase, on behalf of Sumitovant, Common Shares on the open market up to an aggregate amount not to exceed \$40,000,000 (exclusive of commissions of \$0.02 per share purchased), subject to the satisfaction of certain conditions, including, among others, trading price. CGMI will cease purchasing Common Shares under the 10b5-1 Trading Plan on May 20, 2020. A copy of the 10b5-1 Trading Plan is filed as Exhibit 99.6 hereto and the foregoing description of the 10b5-1 Trading Plan is qualified in its entirety by reference to the 10b5-1 Trading Plan.

**Item 7. Material to be Filed as Exhibits.**

Item 7 of this Schedule 13D is hereby supplementally amended by adding a reference to the following exhibit:

Exhibit 99.6      Securities Purchase Plan, dated as of March 13, 2020, by and between Sumitovant and Citigroup Global Markets Inc.

**SIGNATURE**

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

Dated: March 18, 2020

SUMITOMO CHEMICAL CO., LTD.

By: /s/ Swathi Padmanabhan, as Attorney-In-Fact

Dated: March 18, 2020

SUMITOMO DAINIPPON PHARMA CO., LTD.

By: /s/ Yumi Sato

Name: Yumi Sato

Title: Senior Director

Global Corporate Strategy



Dated: March 18, 2020

SUMITOVANT BIOPHARMA LTD.

By: /s/ Swathi Padmanabhan, as Attorney-In-Fact

## SECURITIES PURCHASE PLAN

This agreement with respect to the securities purchase plan, as supplemented by Appendix A attached hereto (the “**Purchase Plan**”), is entered into on March 13, 2020, by and between Citigroup Global Markets Inc. (“**CGMI**”) and Sumitovant Biopharma Ltd (the “**Company**”), with respect to the purchase of common shares, par value \$0.000017727 (the “**Securities**”), issued by Myovant Sciences Ltd. (“**Myovant**”) and listed on the New York Stock Exchange (the “**Principal Market**”). The Purchase Plan is intended to comply with the principles of Rule 10b5-1 (“**Rule 10b5-1**”) and Rule 10b-18 (“**Rule 10b-18**”) under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). CGMI will act as exclusive agent of the Company under this Purchase Plan.

### A) Purchase Plan Requirements

1. CGMI is hereby appointed by the Company to act on behalf and for the benefit of the Company to purchase Securities in accordance with the terms of this Purchase Plan.
2. Purchases made by CGMI pursuant to this Purchase Plan shall be made at the prevailing market prices in open-market transactions in accordance with the customary principles of best execution. CGMI will use its best efforts to effect such purchases in accordance with the provisions of clauses (b)(2), (b)(3), (b)(4) and (c) of Rule 10b-18; subject to any delays between the execution and reporting of a trade of the Securities on the Principal Market and other circumstances beyond CGMI’s control.
3. The parameters of any agreed purchases, as set forth in Appendix A, shall be adjusted by CGMI, in good faith and in a commercially reasonable manner, to take into account the occurrence of any dilutive or concentrative event with respect to the Securities, including but not limited to any share split, reverse share split or share dividend, or any change in capitalization with respect to Myovant, that occurs during the term of this Purchase Plan.
4. Any payments and deliveries with respect to the Securities purchased by CGMI pursuant to this Purchase Plan, including any applicable fees calculated in accordance with the terms of Appendix A, shall be effected in accordance with the terms set forth in Appendix A.
5. Purchased Securities will be held or delivered by CGMI or its affiliates in accordance with instructions to be furnished by the Company.

### B) Company’s Representations and Warranties

The Company makes the following representations and warranties, each of which shall continue while this Purchase Plan is in effect and will survive the termination of this Purchase Plan.

1. Material Non-Public Information. As of the date hereof, the Company is not aware of any material, non-public information with respect to Myovant or the Securities. The Company is entering into this Purchase Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1, Rule 10b-18 or other applicable securities laws. The Company is not entering into this Purchase Plan (i) in anticipation of, in connection with, or to facilitate, a distribution of its securities, a self-tender offer or a third-party tender offer; or (ii) to create actual or apparent trading activity in the Securities (or any security convertible into or exchangeable for the Securities) or to raise or depress or otherwise manipulate the price of the Securities (or any security convertible into or exchangeable for the Securities).

2. Corporate Authorization. Purchases of Securities under this Purchase Plan have been duly authorized by the Company and are not prohibited by any legal, regulatory or contractual restrictions or undertakings binding on the Company. The Company will inform CGMI as soon as possible of any subsequent legal or contractual restrictions affecting the execution of this Purchase Plan by CGMI or the Company and of the occurrence of any event that would cause this Purchase Plan to be suspended or to end as contemplated in Section C and Section E.
3. Enforceability. This Purchase Plan, as supplemented by Appendix A, constitutes the Company's legal, valid and binding obligation enforceable against the Company in accordance with its terms. There is no litigation, arbitration or other proceeding pending, or to Company's knowledge threatened, that would prevent or interfere with the Company's purchase of Securities under this Purchase Plan.
4. *[Intentionally Omitted]*<sup>1</sup>
5. *[Intentionally Omitted]*<sup>2</sup>
6. Merger Announcements. Company will promptly (but in any event prior to the next opening of the regular trading session on the Principal Market) notify CGMI of any public announcement (as defined in Rule 165(f) under the Securities Act of 1933, as amended (the "**Securities Act**")) of any Merger Transaction (as defined in Appendix A) or potential Merger Transaction that the Company becomes aware of.
7. Corresponding Hedging Transactions. The Company represents that it has not entered, and during the Plan Period, without the prior written consent of CGMI, will not enter, directly or indirectly, into any hedging or other derivative transaction with respect to the Securities.
8. Volume Limitation Information. The Company agrees to provide CGMI with all necessary information regarding the Company's previous purchases, as may be required by CGMI, in order to calculate relevant volume limitations applicable to the Company under Rule 10b-18(b)(4).
9. Compliance with Laws. The Company agrees that it will not take any action that would cause any purchase of Securities under this Purchase Plan not to comply with Rule 10b-18 or any other applicable law (including, without limitation the Securities Act and the Exchange Act).
10. Manner of Purchase. Subject to the terms of this Purchase Plan, as set forth herein (including Appendix A), CGMI shall have full discretion with respect to the execution of all purchases and the Company agrees that it does not have authority, influence or control over any purchase of Securities effected by CGMI pursuant to this Purchase Plan and will not attempt to exercise any such authority, influence or control.
11. Parties' Relationship. The Company acknowledges and agrees that, in purchasing Securities pursuant to this Purchase Plan, CGMI will not be acting as the Company's trustee or fiduciary or in any other similar capacity.

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<sup>1</sup> NTD: Not relevant for a third-party 10b5-1 plan.

<sup>2</sup> NTD: Not relevant for a third-party 10b5-1 plan.

12. Bankruptcy Code. The Company acknowledges and agrees that this Purchase Plan is a “securities contract,” as such term is defined in Section 741(7) of Title 11 of the United States Code, as it may be amended (the “**Bankruptcy Code**”), and the parties hereto are entitled to all of the protections given such contracts under the Bankruptcy Code. The Company is not “insolvent” (as such term is defined under Section 101(32) of the Bankruptcy Code and the Company would be able to purchase a number of Securities with a value equal to the Target Repurchase Amount in compliance with the laws of the jurisdiction of Company’s incorporation.
13. Financial Expertise and Total Assets. The Company (i) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; (ii) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing; and (iii) has total assets with a fair market value of at least USD 50,000,000 as of the date hereof.
14. Certificates and Other Documentation. The Company agrees to provide CGMI with certificates (and other documentation reasonably requested by CGMI) that identify, and include specimen signatures of, all individuals (“**Authorized Persons**”) authorized to establish, maintain, transact in and instruct CGMI on the brokerage account to be established for the purpose of effecting purchases of Securities on behalf of the Company.
15. Tax Forms. The Company agrees to provide CGMI with any and all relevant forms certifying the taxpayer identification number and other relevant information of the entity purchasing the Securities.

C) Suspension of Purchases

The Company acknowledges and agrees that CGMI may suspend purchases under this Purchase Plan in the event that:

1. CGMI determines, in its sole discretion, that it is appropriate for CGMI or its affiliates to refrain from purchasing Securities, on behalf and for the benefit of the Company, in accordance with any legal, contractual, regulatory or self-regulatory requirements or related policies and procedures (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by CGMI or its affiliates) applicable to it or its affiliates;
2. CGMI receives any notice from the Company with respect to matters contemplated by Section B.6 above; or
3. CGMI determines, in its sole discretion, that a Market Disruption Event (as defined in Appendix A) has occurred.

Subject to Section E.3 below, if any purchases cannot be executed as required by this Purchase Plan due to any of the events specified in paragraphs (1), (2) or (3) immediately above, (i) CGMI shall effect such purchases as promptly as practicable after the cessation or termination of such event, and (ii) the Completion Date may be postponed to take into account the effect of any of such events on this Purchase Plan, as determined by CGMI in good faith and in a commercially reasonable manner with prior written approval of the Company.

D) Modification of this Purchase Plan

Any modification of this Purchase Plan by the Company will be made in good faith and not as part of a scheme to evade the prohibitions of Rule 10b5-1, and only with CGMI’s written consent. In particular, the Company agrees that the Company will not modify, or propose to modify, this Purchase Plan at any time that the Company is aware of any material non-public information

about the Company and/or the Securities and that the Company will be deemed to repeat its representations in Section B at the time of such modification. The Company agrees that it will not communicate any material non-public information relating to the Securities or the Company to any employee of CGMI or its affiliates who are responsible for purchasing Securities, in accordance with this Purchase Plan, and during the time this Purchase Plan is in effect.

E) Termination of this Purchase Plan

CGMI will commence purchases of Securities on the Start Date (as defined in Appendix A), and this Purchase Plan shall terminate upon the earliest of (the period from and including the Start Date to such termination, the “**Plan Period**”):

1. The occurrence of the close of trading on the Principal Market on the Completion Date<sup>3</sup> (as defined in Appendix A) under clause (i) of the definition thereof;
2. The Company or its designee notifies CGMI, upon one business day’s written notice, that this Purchase Plan is to be terminated; *provided* that the Company or its designee shall only deliver such notification in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1, Rule 10b-18 or other applicable securities laws;
3. CGMI decides to terminate the Purchase Plan in connection with its determination that any of the events specified in Section C above occurred on three (3) consecutive Scheduled Trading Days (as defined in Appendix A)<sup>4</sup>;
4. CGMI becomes aware of the commencement of any voluntary or involuntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law or seeking the appointment of a trustee, receiver or other similar official, in each case with respect to the Company or the taking of any corporate action by the Company to authorize or commence any of the foregoing; or
5. CGMI decides, in its sole discretion, to terminate the Purchase Plan in connection with the public announcement by Myovant or any other person of a tender or exchange offer with respect to the Securities or a merger, acquisition, reorganization, recapitalization or other similar business combination or transaction, as a result of the consummation of which, the Securities would be exchanged or converted into cash, securities or other property.

F) Indemnification and Limitation on Liability

1. The Company agrees to indemnify and hold harmless CGMI (and its directors, officers, employees and affiliates) from and against all claims, liabilities, losses, damages and expenses (including reasonable attorney’s fees and costs) arising out of or attributable to (a) any breach by the Company of this Purchase Plan (including the Company’s representations, warranties and undertakings), and (b) any violation by the Company of any applicable laws or regulations related to this Purchase Plan. The Company will have no indemnification obligations in the case of gross negligence or willful misconduct of CGMI or any other indemnified person. This indemnification will survive the termination of this Purchase Plan.
2. Notwithstanding any other provision herein, neither CGMI nor the Company will be liable for:

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<sup>3</sup> NTD: Completion Date is not defined in Appendix A.

<sup>4</sup> NTD: Scheduled Trading Days are not defined in Appendix A.

- i. Special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen; or
  - ii. Any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as “acts of God”.
3. The Company acknowledges and agrees that CGMI has not provided the Company with any tax, accounting or legal advice with respect to this Purchase Plan, including whether the Company would be entitled to any of the affirmative defenses under Rule 10b5-1.

G) Governing Law and Waiver of Jury Trial

THIS PURCHASE PLAN WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO ITS CHOICE OF LAWS DOCTRINE OTHER THAN TITLE 14 OF ARTICLE 5 OF THE NEW YORK GENERAL OBLIGATIONS LAW). THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS. THE PARTIES HERETO WAIVES PERSONAL SERVICE UPON THEM AND CONSENTS TO SERVICE OF PROCESS OUT OF SAID COURTS BY MAILING A COPY THEREOF TO IT BY REGISTERED OR CERTIFIED MAIL.

EACH OF THE COMPANY AND CGMI HEREBY IRREVOCABLY WAIVES (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS SHAREHOLDERS) ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS PURCHASE PLAN OR THE ACTIONS OF CGMI OR ITS AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.

H) Entire Agreement

This Purchase Plan (including any annexes, exhibits, or appendices) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any previous or contemporaneous agreements, understandings, proposals or promises with respect thereto, whether written or oral.

I) Assignment

This Purchase Plan and each party’s rights and obligations hereunder may not be assigned or delegated without the written permission of the other party and shall inure to the benefit of each party’s successors and permitted assigns, whether by merger, consolidation or otherwise.

J) Notices

All required notifications to CGMI under this Purchase Plan shall be made in writing, sent via email and confirmed by telephone to Robert Leonard, email address: robert.g.leonard@citi.com, telephone number 212-723-7368.

All required notifications to the Company under this Purchase Plan shall be made in writing, sent via email and confirmed by telephone to Tara Soni, email address: tara.soni@sumitovant.com, telephone number (646) 802-3660 with copy to Yuichiro Haruyama, email address: [yuichi.haruyama@sumitovant.com](mailto:yuichi.haruyama@sumitovant.com), telephone number 1 (201) 448-5725.

K) Counterparts

This Purchase Plan may be executed in two or more counterparts and by electronic signature.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have executed this Purchase Plan as of the date first written above.

SUMITOVANT BIOPHARMA LTD.

By: /s/ Marianne L. Romeo  
Name: Marianne L. Romeo  
Title: Head, Global Transactions & Risk Management

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Robert G. Leonard  
Name: Robert G. Leonard  
Title: Managing Director



**APPENDIX A**

**Purchase Period:**

March 16, 2020 through May 20, 2020 (inclusive)

**Plan Spend Cap:**

\$40,000,000 (exclusive of commissions of \$0.02 per share purchased)

**Daily Purchase Amount:**

- **Order 1:** Purchase up to the Rule 10b-18 maximum allowable volume (including pursuant to “block” purchases as permitted under the Rule) at a maximum price of \$15.00 each day until 1,500,000 shares have been purchased in the aggregate  
*Order 2 shall commence upon completion of Order 1*
- **Order 2:** Purchase up to \$800,000 per day, subject to the incremental limit orders in the grid. As purchases are executed throughout a given day, they shall be allocated to the lowest-priced available limit order that they satisfy.

<u>Limit Price</u>	<u>Incremental Daily Shares</u>	<u>Cumulative Daily Shares</u>
\$15.00	10,000	10,000
\$14.00	10,000	20,000
\$13.00	15,000	35,000
\$12.00	15,000	50,000
\$11.00	20,000	70,000