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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): October 28, 2019

Urovant Sciences Ltd.
(Exact name of Registrant as Specified in Its Charter)

Bermuda	**001-38667**	**98-1463899**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**
Suite 1, 3rd Floor **11-12 St. James's Square** **London SW1Y 4LB** **United Kingdom** **(Address of Principal Executive Offices)**		**Not Applicable** **(Zip Code)**

+44 (0) 207 400 3347
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares, $0.000037453 par value	UROV	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☒

Item 1.01. Entry into a Material Definitive Agreement.

On October 31, 2019, Urovant Sciences Ltd. ("we," "our," "us" or the "Company") entered into a letter agreement (the "Letter Agreement") with Sumitomo Dainippon Pharma, Co., Ltd. ("DSP"), in connection with the execution of a definitive transaction agreement (the "Transaction Agreement") among DSP, Roivant Sciences Ltd. ("Roivant"), and certain of Roivant's affiliates. Upon the consummation of the transactions contemplated by the Transaction Agreement (the "DSP Transaction"), all of our common shares held by Roivant would be transferred to DSP or one of its subsidiaries (the "DSP Acquirer").

Pursuant to the Letter Agreement, among other things, our Board of Directors (the "Board") agreed to approve: (i) the DSP Acquirer's acquisition of Roivant's equity interest in the Company for the purpose of exempting the DSP Acquirer from the restrictions on business combinations set forth in bye-law 80 of our bye-laws; and (ii) an amendment to our bye-laws that would transfer Roivant's right under our current bye-laws to appoint two directors to the Board (each of whom have three votes on all matters presented to the Board) to DSP. DSP's right to appoint such directors would terminate at such time that DSP (together with any parent or wholly owned subsidiaries of DSP) ceases to hold at least a majority of the aggregate voting rights attached to our outstanding shares.

In addition, DSP committed to provide us with a $200 million low-interest, interest-only, five-year term loan facility, with no principal repayments required to be made by us until the end of the term. DSP also committed to enter into a shareholder rights agreement with us upon the closing of the DSP Transaction that will provide certain protections for our minority shareholders for so long as DSP or its affiliates hold beneficial ownership of 50% or more of our then outstanding voting power. These protections would include: (i) a requirement for a minimum of three independent directors on our Board (each of whom cannot be removed by the DSP Acquirer unless it obtains approval of a majority of the minority shareholders); (ii) the appointment of a lead independent director; (iii) any transaction proposed by DSP that would increase DSP's beneficial ownership to over 76% of our outstanding voting power would require approval by a majority of our three independent directors (if occurring prior to the second anniversary of the DSP Transaction) and (if such transaction would increase DSP's beneficial ownership to over 80% of our outstanding voting power) a majority of our minority shareholders voting on such matter; and (iv) any related-party transactions between DSP and the Company would require the approval of a majority of our three independent directors.

Moreover, pursuant to the Letter Agreement, we agreed to abide by certain customary pre-closing conditions set forth in the Transaction Agreement as if we were party to it, including, among other things, obligations to: (i) carry on our business in the ordinary course in all material respects; (ii) continue our ongoing clinical trials, to the extent commercially reasonable; (iii) preserve our relationships with suppliers, licensors, and other counterparties in all material respects; (iv) use commercially reasonable efforts to retain our officers, certain key employees, and consultants; (v) refrain from declaring or paying any dividends or making other equity distributions, subject to certain exceptions; (vi) refrain from repurchasing or issuing shares, subject to certain exceptions; (vii) refrain from acquiring any entities, divisions or assets, subject to certain exceptions; (viii) refrain from incurring any debt, subject to certain exceptions; and (ix) refrain from entering into or amending certain categories of material agreements.

The foregoing description of the Letter Agreement is qualified in its entirety by reference to the complete text of the Letter Agreement, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On October 28, 2019, the Board appointed Ajay Bansal, age 58, to serve as our Senior Vice President, Business Development and Chief Financial Officer. Mr. Bansal will also function as the Company's Principal Financial Officer, a position previously held by Christine Ocampo. Ms. Ocampo will remain with the Company in the role of Principal Accounting Officer and as the Senior Vice President and Chief Accounting Officer. There are no arrangements or understandings between Mr. Bansal and any other persons pursuant to which he was selected as an officer, and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Mr. Bansal brings over 16 years of finance, business development, accounting and mergers and acquisitions experience as a Chief Financial Officer for several leading and innovative biotechnology companies such as Onconova Therapeutics, Inc., Complete Genomics, Lexicon Pharmaceuticals, Inc., Tercica, Inc., Nektar Therapeutics and most recently with ViewRay, Inc. From June 2016 to September 2019, Mr. Bansal served as Chief Financial Officer of ViewRay, Inc., a designer and manufacturer of the MRIdian® radiation therapy system. From March 2013 to February 2016, he served as Chief Financial Officer of Onconova Therapeutics, a phase 3 stage biopharmaceutical company focused on discovering and developing novel small molecule drug candidates to treat cancer. Prior to his leadership roles as Chief Financial Officer, Mr. Bansal spent over 15 years as a management consultant with firms such as McKinsey & Company and ZS Associates, Inc., and in various

management positions at Novartis, a pharmaceutical company, and at Mehta Partners, a financial advisory firm. Mr. Bansal received a B.S. in Mechanical Engineering from the Indian Institute of Technology (Delhi) and an M.S. in Operations Research and an M.B.A. from Northwestern University.

In connection with Mr. Bansal's appointment, Urovant Sciences, Inc., our wholly owned subsidiary, entered into an employment agreement with Mr. Bansal (the "Employment Agreement"). The effective date of the Employment Agreement is October 28, 2019.

Under the terms of the Employment Agreement, Mr. Bansal will be entitled to an annual base salary of $416,000 and is eligible to participate in our discretionary performance bonus plan, with the potential to receive a target bonus of 40% of his base salary, based on his achievement of objectives and milestones, as well as overall company performance for the applicable fiscal year. Mr. Bansal will be eligible to receive relocation assistance, including temporary housing and $75,000 of home purchase assistance, and Mr. Bansal will also be eligible to participate in benefit plans and arrangements made available to all full-time employees.

Mr. Bansal will be granted an option to purchase 140,000 of our common shares and granted 75,000 restricted share units (the "Initial Equity Awards") under our 2017 Equity Incentive Plan, as amended and restated. Subject to Mr. Bansal's continued employment through each applicable vesting date, 25% of each Initial Equity Awards will ordinarily vest after one year and the remaining 75% will vest in equal quarterly installments thereafter over three years. Mr. Bansal will also be eligible to receive discretionary annual equity incentive grants in amounts that are commensurate with his position.

Mr. Bansal's employment is at-will and may be terminated at any time, with or without cause. Pursuant to the Employment Agreement, Mr. Bansal is eligible for the following severance and change in control benefits subject to the timely signing of a separation agreement and release of claims reasonably satisfactory to us and remaining in compliance with any written agreement with us: (A) if we terminate Mr. Bansal's employment without "cause" (excluding due to death or disability) or he resigns for "good reason" (as such terms are defined in the Employment Agreement), Mr. Bansal will be eligible to receive (i) a lump sum payment equal to 75% of his then-current base salary, (ii) a lump sum cash payment equal to a pro rata amount of his then-current target bonus, and (iii) continued medical benefits (or cash payments in lieu thereof) for up to nine months; and (B) if we terminate Mr. Bansal's employment without "cause" (excluding due to death or disability) or he resigns for "good reason" on or within 12 months following a change in control, Mr. Bansal will be eligible to receive (i) a lump sum payment equal to 100% of his then-current base salary, (ii) a lump sum cash payment equal to the sum of (a) 100% of his then-current target bonus and (b) a pro rata amount of his then-current target bonus, and (iii) continued medical benefits (or cash payments in lieu thereof) for up to 12 months.

The foregoing description of the Employment Agreement is qualified in its entirety by reference to the complete text of the Employment Agreement, which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

In connection with Mr. Bansal's employment, Mr. Bansal also intends to enter into our standard indemnification agreement, the form of which is attached as Exhibit 10.12 to our Annual Report on Form 10-K filed on June 14, 2019.

Item 7.01. Regulation FD Disclosure

On October 31, 2019, we issued a press release announcing the execution of the Letter Agreement. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information being furnished in this Item 7.01 of Form 8-K, including Exhibit 99.1, shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section, nor shall it be incorporated by reference into a filing under the Securities Act of 1933 or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit	Description
10.1	Letter Agreement, dated October 31, 2019, by and between Sumitomo Dainippon Pharma Co., Ltd. and Urovant Sciences Ltd.
10.2	Employment Agreement, dated October 28, 2019, by and between Ajay Bansal and Urovant Sciences, Inc.
99.1	Press Release, dated October 31, 2019, announcing the execution of the Letter Agreement.

SIGNATURE

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 hereunto duly authorized.

UROVANT SCIENCES LTD.

Dated: October 31, 2019

By: /s/ Christine G. Ocampo
Christine G. Ocampo
Principal Accounting Officer

Exhibit 10.1

Sumitomo Dainippon Pharma, Co. Ltd.

October 31, 2019

Dear Urovant Sciences Board Members:

Sumitomo Dainippon Pharma, Co., Ltd. (DSP) proposes to obtain the approval of the Urovant Sciences Ltd. (Urovant) Board of the transactions described in the publicly announced Memorandum of Understanding entered into by Roivant Sciences Ltd. (Roivant) and DSP. As provided in the Memorandum of Understanding, DSP, or an entity that will become a subsidiary of DSP (DSP or such entity, the Acquiring Entity), will acquire Roivant Science's ownership interest in Urovant and become a significant shareholder of Urovant (the Transactions). Additionally, as provided below, the Acquiring Entity would obtain the right to appoint a majority of the members of the Urovant Board. We believe that Urovant Board approval of the Transactions would be beneficial to both Urovant and DSP and would signal to each of our various stakeholders the mutual outstanding benefits to be derived as a result of the Transactions.

In this regard, and in order to induce DSP to enter into the Transactions and Urovant to approve the Transactions, DSP proposes that the following actions be taken:

Urovant Board Approval: Prior to DSP's execution of the definitive agreements with Roivant in connection with the Transactions (the Definitive Agreements), the Urovant Board will approve:

- and Urovant will execute and deliver, this letter agreement; and
- the Transactions, including the transactions through which the Acquiring Entity will acquire Roivant's interest in Urovant, for purposes of exempting the Acquiring Entity from the limitations on Business Combinations under Bye-law 80 of the Amended and Restated Bye-Laws of Urovant. For clarity, the Urovant Board will also take such action as necessary to ensure that the restrictions contained in Bye-law 80.1 do not apply to the Acquiring Entity as a result of the satisfaction of the pre-conditions set forth in Bye-law 80.1(b)(ii).

Urovant Board Composition: Prior to the Closing, Roivant will replace the current Roivant Directors with two directors to be selected by DSP (who shall, prior to the Closing, constitute "Roivant Directors" under the Urovant Bye-Laws) and the Urovant Board shall approve an amendment to the Urovant Bye-Laws that provides DSP with the current rights of Roivant under the "Directors and Officers" section of the Urovant Bye-Laws, provided that the "Trigger Date" shall be defined as the first date on which DSP (together with any parent or wholly owned subsidiary thereof) ceases to hold at least a majority of the aggregate voting rights attached to issued and outstanding shares.

Loan Agreement: At or promptly following the Closing, Urovant and DSP will enter into a secured low-interest Loan Agreement under which DSP will commit to provide Urovant a five year term loan facility of up to US$200 million on mutually agreed terms with amounts under the

facility to be drawn not more often than quarterly and to be used solely to fund Urovant's working capital needs (the Loan Facility). All amounts drawn under the Loan Facility will be subject to customary conditions precedent and pre-approval by the Urovant Board of Urovant's proposed quarterly working capital needs. Proceeds of such borrowing will be solely utilized to fund the Urovant Board-approved annual operating budgets. Urovant will provide DSP with the Board-approved budgets for Urovant on an annual basis and, to the extent revised, before any amounts under the Loan Facility are funded to Urovant. No repayments shall be due from Urovant under the Loan Agreement until the end of the Facility term.

Access to Commercial Infrastructure: Following the Closing and upon Urovant's request, DSP and Urovant will discuss, in good faith, terms on which DSP will provide Urovant with access to DSP's U.S. commercial infrastructure and operational support so as to leverage Urovant's path toward product commercialization and operational efficiencies.

Pre-Closing Operating Covenants Upon DSP's and Roivant's execution of the Definitive Agreements and until the Closing (as defined in the Definitive Agreements), Urovant will comply with the interim operating covenants contained in the Definitive Agreements as though Urovant was a party thereto.

Investor Rights Agreement At the Closing, Urovant and the Acquiring Entity will enter into an Investor Rights Agreement that contains the following provisions:

1. Registration and Information Rights. Urovant will provide the Acquiring Entity with customary registration rights and, subject to customary confidentiality provisions, customary information rights. The Acquiring Entity will hold such rights until such time as it and its affiliates collectively hold less than 10% of Urovant's outstanding shares.

2. Independent Directors and Audit Committee: Following the Closing, and so long as the Acquiring Entity has the ability to appoint or elect a majority of the members of the Urovant Board:
   - the Urovant Board will include a minimum of three directors who each meet the definition of "independent director" as is required by NASDAQ Global Market rules, who are independent of DSP and the Acquiring Entity (the Independent Directors) and at least one of which is a financial expert.
   - For clarity, the Urovant Board has determined that each of Dr. Sef Kurstjens, Pierre Legault, and James Robinson are Independent Directors;
   - These three Independent Directors ("Audit Committee Independent Directors") will comprise the audit committee of the Urovant Board until such time as their removal or resignation as provided herein;
   - One of such Audit Committee Independent Directors – Mr. Legault – will serve as the Lead Independent Director for the Urovant Board;
   - At each shareholder meeting at which directors are elected to the Urovant Board, the Acquiring Entity will vote all of its shares of Urovant on a proportionate basis consistent with the manner in which Urovant shares that are not beneficially owned

by DSP or its affiliates are voted with respect to the election of Audit Committee Independent Directors; and
- The Acquiring Entity shall not remove any of the Audit Committee Independent Directors from office unless it obtains the approval of the holders of a majority of the shares that are not beneficially owned by DSP or its affiliates.

3. Urovant Actions Requiring Audit Committee Independent Director Approval : Until such time as DSP or its affiliates hold less than 50% of the outstanding voting power of Urovant, DSP and its affiliates will not be permitted to cause Urovant to take or commit to taking the following actions without prior approval of the Audit Committee Independent Directors:
   - Participation in specified "related-party transactions" between Urovant and DSP or any affiliate of DSP (other than pursuant to the Loan Agreement in accordance with its terms), and consistent with Urovant's existing Related Person Transactions Policy;
   - Any modification or waiver of the Investor Rights Agreement to expand the Acquiring Entity's rights thereunder. For clarity, as noted in the Standstill section below, the "majority of the minority" approval requirement cannot be amended or waived without the approval of a "majority of the minority" of Urovant's shareholders.

4. Standstill: Until such time as DSP or its affiliates hold less than 50% of the outstanding voting power of Urovant, any transaction proposed by DSP or its affiliates that would cause DSP or its affiliates to hold beneficial ownership of greater than 76% of the outstanding voting power of Urovant must be:
   - made on a confidential basis to the Audit Committee Independent Directors; provided that after the two year anniversary of the Closing, this requirement will only require a period of confidential discussions with the Independent Directors prior to making a public announcement thereof and shall except disclosures that are required by law;
   - until the two year anniversary of the Closing, subject to approval by a majority of the Audit Committee Independent Directors, and
   - subject to a non-waivable condition requiring approval or acceptance by the holders of a majority of the Urovant shares voting and that are not beneficially owned by DSP or its affiliates; provided, however, that for purposes of this provision only, the reference to 76% shall be replaced with 80%.

In order to facilitate these arrangements, the parties intend for Roivant to be a beneficiary of this letter.

We are very pleased to join teams with Urovant as we work together to ensure the commercial success of vibegron and the growth of Urovant.

Sincerely Yours,

/s/ Hiroshi Nomura
Hiroshi Nomura
Representative Director,
President and CEO

ACCEPTED AND AGREED

UROVANT SCIENCES LTD.

By : /s/ Keith A. Katkin
Name : Keith A. Katkin
Title : Principal Executive Officer

Exhibit 10.2

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (the "**Agreement**"), is hereby made between Urovant Sciences, Inc. (the " **Company**") and **Ajay Bansal** ("**you**") (collectively, the "**Parties**"). This Agreement shall become effective on **October 28, 2019** (the "**Effective Date**").

Whereas, the Company desires for you to provide services to the Company, and wishes to provide you with certain compensation and benefits in return for such employment services; and

Whereas, you wish to be employed by the Company and to provide personal services to the Company in return for certain compensation and benefits;

Now, Therefore, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Employment by the Company.

1.1 Position. You will serve as the Company's SVP, Business Development and **Chief Financial Officer**. This is an exempt position, and during your employment with the Company you will devote your best efforts and substantially all of your business time and attention to the business of the Company, except for approved vacation periods and absences permitted by the Company's general employment policies.

1.2 Duties and Location. You shall perform such duties as are required by the Company's **Chief Executive Officer** (the **"CEO"**), to whom you will report. Your primary office location shall be the Company's office located in Irvine, California. The Company reserves the right to reasonably require you to perform your duties at places other than your primary office location from time to time, and to require reasonable business travel.

1.3 Policies and Procedures. The employment relationship between the Parties shall be governed by the general employment policies and practices of the Company, except that when the terms of this Agreement differ from or are in conflict with the Company's general employment policies or practices, this Agreement shall control.

2. Compensation.

2.1 Salary. For services to be rendered hereunder, you shall receive a base salary at the rate of **four hundred sixteen thousand** ($416,000.00) per year (the **"Base Salary"**), subject to standard payroll deductions and withholdings and payable in accordance with the Company's regular bi-monthly payroll schedule. Your Base Salary will subject to annual review by the Company's Chief Executive Officer and any increase based on your initial annual review after the 31 March 2020 year-end will not be prorated.

2.2 Bonus. You will be eligible to participate in the Company's discretionary Performance Bonus Plan, with the potential to receive a target bonus of **40%** of your Base Salary (the **"Performance Bonus"**). Your Performance Bonus eligibility is based on the Company's fiscal year, which runs from April 1 through March 31 of the next calendar year. Whether you receive a Performance Bonus for any given fiscal year, and the amount of any such Performance

Bonus, will be determined by the Company in its sole discretion, and is based on Company performance and your achievement of objectives and milestones to be determined by the Company for the applicable fiscal year. The Performance Bonus will be prorated for the fiscal year in which you begin employment or if the Company conducts your review or performance assessment for a period covering less than a full fiscal year. To earn a Performance Bonus, except as otherwise provided herein, you must be employed by the Company on the last day of the applicable fiscal year. Except as otherwise provided herein, you will not be eligible for, and will not earn, any Performance Bonus (including a prorated bonus) if your employment terminates for any reason before the end of the fiscal year. The Company will pay any earned Performance Bonus by no later than sixty (60) days after the end of the Company's fiscal year, or by May 31.

3. Equity Incentive. Subject to the approval of the Board of Directors of Urovant Sciences Ltd. (USL), the company's parent, you will receive a Stock Option Grant Notice for an option to purchase **140,000** common shares of USL and a Restricted Stock Unit Grant Notice for **75,000** Restricted Stock Units of USL pursuant to the 2017 Equity Incentive Plan, As Amended and Restated, (collectively, "**Initial Equity Award**"). This Initial Equity Award will be granted on the first Tuesday of the month (or the following business day if Tuesday is a holiday) following the commencement of your employment and (i) will be subject to a 4-year vesting period, with 25% vesting at year one (1) and quarterly vesting thereafter for twelve (12) successive quarters, as well as any other terms and conditions contained in the grant agreements; and (ii) all stock options will expire and cease to be exercisable on the ten (10) year anniversary of the grant date. Per your Initial Equity Award Grant Notices, all shares received under this Initial Equity Award shall immediately become fully vested and exercisable immediately prior to (and contingent upon) a Change In Control as defined in the 2017 Equity Incentive Plan, Amended and Restated, with the exception of the Sumitomo Dainippon transaction, provided that the transaction closes on or before March 23, 2020, which shall not be considered such a Change in Control for purposes of the Initial Equity Award.

You will be eligible to receive additional discretionary annual equity incentive grants in amounts commensurate with your position ("**Annual Equity Grants**"). The Annual Equity Grants will be based upon meeting Company and individual performance metrics to be mutually agreed upon in writing annually. The Annual Equity Grants (i) will be subject to a 4-year vesting period, with 25% vesting at year one (1) and quarterly vesting thereafter for twelve (12) successive quarters , as well as any other terms and conditions contained in the grant agreements; and (ii) all stock options will expire and cease to be exercisable on the ten (10) year anniversary of the grant date. All shares received under the Annual Equity Grants shall immediately become fully vested and exercisable immediately prior to (and contingent upon) a Change In Control as defined in the operative Equity Incentive Plan. In addition, any unvested outstanding equity awards, including awards that would otherwise vest only upon satisfaction of performance criteria, shall accelerate and become vested and exercisable immediately prior to (and contingent upon) a Change In Control.

4. Relocation Assistance.

4.1 Subject to your continued employment, you are eligible to receive 6 months temporary living to assist you in your transition. This will include a reasonable one (1) bedroom furnished corporate apartment or hotel and car rental.

4.2 You are also eligible to receive home purchase assistance with evidence of your home purchase in Orange County in the amount of $75,000.00, with any payment subject to your continued employment on the payment date. You will have one year to exercise this benefit. From this lump sum, we will first reimburse you for any non-recurring expenses for the cost to purchase your property. The remaining funds will be paid to you, with all payments less taxes and deductions. This amount is provided to you with the understanding that should you voluntarily leave the Company and resign without Good Reason before one (1) year from the date paid, you will reimburse the company for the prorated amount of $75,000.00.

4.3 The company will also cover your work-related transportation/commuting costs to and from Orange County following the Effective Date as well as your related tax costs. We will require that flights are booked through our company provided travel agency, are purchased in advance to obtain best pricing possible, and seats are in economy/coach. The company will not cover change fees unless agreed upon in advance due to business related circumstances. This benefit will be reviewed in two years from your start date.

5. Executive Vacation. We believe that you are in the best position to determine when to work and when to take time away from work, while still responsibly performing your duties and responsibilities. Consequently, instead of providing you with a fixed number of vacation days each year, you may take time off with pay for rest and relaxation, or to attend to personal matters at your discretion, subject to fulfilling performance expectations and coordinating time off with our CEO.

6. Standard Company Benefits. You shall be entitled to participate in all other employee benefit programs for which you are eligible under the terms and conditions of the benefit plans that may be in effect from time to time and provided by the Company to its employees. These benefits include health, dental, and other insurance coverage, participation in the Company's 401(k) plan, and holiday and sick leave. Insurance coverage will begin on the first day of your employment. The official plan documents will control. The Company reserves the right to cancel or change the benefit plans or programs it offers to its employees at any time in its discretion.

7. At-Will Employment. Your employment relationship is at-will. The Company may modify your job title, compensation, duties, and other terms and conditions of employment as it deems necessary and appropriate in light of the Company's needs and interests from time to time. Additionally, either you or the Company may terminate the employment relationship at any time, with or without cause or advance notice. Upon termination of your employment for any reason, you shall resign from all positions and terminate any relationships as an employee, advisor, officer, or director with the Company and any of its affiliates, each effective on the date of termination. Upon the termination of your employment for any reason, you shall be entitled to receive: (a) any earned but unpaid Base Salary; (b) any vested employee benefits in accordance with the terms of the applicable employee benefit plan or program; (c) any unreimbursed business expenses incurred in accordance with Company policy; and (d) any earned but unpaid Performance Bonus for any performance years that were completed as of the date of termination. In addition, you may be eligible to receive additional payments and benefits, as set forth in more detail below.

8. Termination of Employment; Severance Benefits.

8.1 Termination Without Cause or Resignation for Good Reason During the Change in Control Determination Period. In the event your employment with the Company is

terminated by the Company without Cause, or you resign for Good Reason, in either event during the Change in Control Determination Period, then provided such termination constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a "**Separation from Service**"), and provided that you remain in compliance with the terms of this Agreement, the Confidentiality Agreement, the Arbitration Agreement, and any other agreement between you and the Company, the Company shall provide you with the following **Change in Control Severance Benefits**:

a. The Company shall pay you, as severance, the equivalent of 100% of your Base Salary in effect as of the date of your employment termination and disregarding for this purpose any decrease in annual base salary constituting Good Reason, subject to standard payroll deductions and withholdings (the "**CIC Salary Severance**"). The CIC Salary Severance will be paid as one-time, lump-sum payment no later than the first regularly-scheduled payroll date following the sixtieth (60th) day after your Separation from Service, provided the Separation Agreement (as discussed in Section 6.5) has become effective.

b. The Company shall pay you, as additional severance, an amount equal to the sum of (i) 100% of your target annual Performance Bonus for the year of termination; and (ii) a pro rata target annual Performance Bonus for the year of termination, calculated by multiplying your target Performance Bonus amount as of the date of termination by a fraction, the numerator of which is the number of days worked in the performance year and the denominator of which is 365 (the "**CIC Bonus Severance**"). The CIC Bonus Severance will be paid as a one-time, lump-sum payment contemporaneously with the CIC Salary Severance, but in no event later than the first regularly-scheduled payroll date following the sixtieth (60th) day after your Separation from Service, provided the Separation Agreement (as discussed in Section 6.5) has become effective.

c. If you timely elect continued group health plan continuation coverage under COBRA or a state or local equivalent, such as Cal-COBRA, the Company shall pay the full amount of your premiums on behalf of you for your continued coverage under the Company's group health plans, including coverage for your eligible dependents, for 12 months or until such earlier date on which you become eligible for health coverage from another employer (the "**COBRA CIC Payment Period**"). The level of coverage will be the same (if possible) as the level of coverage selected by you and in effect at the time of your termination. Upon the conclusion of such period of insurance premium payments made by the Company, you will be responsible for the entire payment of premiums (or payment for the cost of coverage) required under COBRA for the duration of your eligible COBRA coverage period. Notwithstanding the foregoing, if you timely elect continued group health plan continuation coverage under COBRA and at any time thereafter the Company determines, in its sole discretion, that it cannot provide the COBRA premium benefits without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or violating Section 105(h) of the Code, then in lieu of paying the COBRA premiums on your behalf, the Company will instead pay you on the last day of each remaining month of the COBRA CIC Payment Period a fully taxable cash payment equal to 200% of the COBRA premium for that month, subject to applicable tax withholding (such amount, the "**Special CIC Severance Payments**"). Such Special CIC Severance Payments shall end upon expiration of the COBRA CIC Payment Period.

8.2 Termination Without Cause or Resignation for Good Reason Not During the Change in Control Determination Period. In the event your employment with the Company is terminated by the Company without Cause, or you resign for Good Reason, in either event not during the Change in Control Determination Period, then provided such termination constitutes a Separation from Service, and provided that you remain in compliance with the terms of this Agreement, the Confidentiality Agreement, the Arbitration Agreement, and any other agreement between you and the Company, the Company shall provide you with the following **Non-CIC Severance Benefits**:

a. The Company shall pay you, as severance, the equivalent of 75% of your Base Salary in effect as of the date of your employment termination and disregarding for this purpose any decrease in annual base salary constituting Good Reason, subject to standard payroll deductions and withholdings (the "**Non-CIC Salary Severance**"). The Non-CIC Salary Severance will be paid as one-time, lump-sum payment no later than the first regularly-scheduled payroll date following the sixtieth (60th) day after your Separation from Service, provided the Separation Agreement (as discussed in Section 6.5) has become effective.

b. The Company shall pay you, as additional severance, an amount equal to a pro rata target annual Performance Bonus for the year of termination, calculated by multiplying your target bonus as of the date of termination by a fraction, the numerator of which is the number of days worked in the performance year and the denominator of which is 365 (the "**Non-CIC Bonus Severance**"). The Non-CIC Bonus Severance will be paid as a one-time, lump-sum payment contemporaneously with the Non-CIC Salary Severance, but in no event later than the first regularly-scheduled payroll date following the sixtieth (60th) day after your Separation from Service, provided the Separation Agreement (as discussed in Section 6.5) has become effective.

c. If you timely elect continued group health plan continuation coverage under COBRA, or a state or local equivalent, such as Cal-COBRA, the Company shall pay a portion of your premiums on behalf of you for your continued coverage under the Company's group health plans, including coverage for your eligible dependents, for nine (9) months or until such earlier date on which you become eligible for health coverage from another employer (the "**COBRA Payment Period**"). The amount of this portion will be the same portion of the premium cost as was borne by the Company under the level of coverage selected by you and in effect at the time of your termination. Upon the conclusion of such period of insurance premium payments made by the Company, you will be responsible for the entire payment of premiums (or payment for the cost of coverage) required under COBRA for the duration of your eligible COBRA coverage period. Notwithstanding the foregoing, if you timely elect continued group health plan continuation coverage under COBRA and at any time thereafter the Company determines, in its sole discretion, that it cannot provide the COBRA premium benefits without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or violating Section 105(h) of the Code, then in lieu of paying the employer portion of the COBRA premiums on your behalf, the Company will instead pay you on the last day of each remaining month of the COBRA Payment Period a fully taxable cash payment equal to 200% of the employer's portion of the COBRA premium for that month, subject to applicable tax withholding (such amount, the "**Special Severance Payments**"). Such Special Severance Payments shall end upon expiration of the COBRA Payment Period.

8.3 Termination as a Result of Death or Disability.

a. In the event that your employment is terminated as a result of your Disability, you will be eligible to receive the Non-CIC Bonus Severance, provided the Separation Agreement (as discussed in Section 6.5) has become effective.

b. In the event that your employment is terminated as a result of your death, you will not be eligible to receive any Severance Benefits pursuant to this Agreement.

8.4 Termination for Cause; Resignation Without Good Reason. If you resign without Good Reason or the Company terminates your employment for Cause, whether during the Change of Control Determination Period or not, then: (a) all payments of compensation by the Company to you hereunder will terminate immediately (except as to amounts already earned), and; (b) you will not be entitled to any Severance Benefits under this Section 8.

8.5 Conditions to Receipt of Severance Benefits. The receipt of any applicable Severance Benefits pursuant to this Section 8 will be subject to you signing and not revoking a separation agreement and release of claims in a form reasonably satisfactory to the Company (the "**Separation Agreement**"). You shall also resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of termination. No Severance Benefits will be paid or provided until the Separation Agreement becomes effective.

8.6 Definitions.

a. Cause. For purposes of this Agreement, "**Cause**" for termination shall mean: (i) the continued failure by you to substantially perform your duties with the Company or any Subsidiary or Affiliate (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to you by the Company, or Subsidiary or Affiliate, that specifically identifies the alleged manner in which you have not substantially performed your duties and after you have been provided with a thirty (30) day cure period, or your deliberate violation of a Company policy; (ii) the engaging by you in illegal conduct or misconduct (including fraud, embezzlement, theft or dishonesty or material violation of any Company policy), or gross negligence, in any case that has caused or is reasonably expected to result in injury to the Company or any Subsidiary or Affiliate; (iii) your commission of, or plea of no contest to, a felony or any misdemeanor crime involving fraud, moral turpitude or dishonesty; (iv) your material breach of any written agreement or restrictive covenants with the Company or (v) violation of any law, rule or regulation (collectively, "**Law**") relating in any way to the business or activities of the Company or any Subsidiary or Affiliate, or other Law that is violated, during the course of your performance of services hereunder that results in your regulatory suspension or disqualification, including, without limitation, the Generic Drug Enforcement Act of 1992, 21 U.S.C. § 335(a), or any similar legislation applicable in the United States or in any other country where the Company or any Subsidiary or Affiliate intends to develop its activities.

b. Change in Control. For purposes of this Agreement, "**Change in Control**" means the occurrence after the Effective Date of this Agreement of a "Change in Control" as defined in the Urovant Sciences Ltd. 2017 Equity Incentive Plan, as Amended and Restated, as in effect on the Effective Date of this Agreement, with the exception of the Sumitomo Dainippon

transaction described above, provided that the transaction closes on or before March 23, 2020, which shall not be considered a Change in Control for the purposes of the Initial Equity Award only.

c. Change in Control Determination Period. For purposes of this Agreement, "**Change in Control Determination Period**" means the time period beginning on the date on which a Change in Control occurs and ending twelve (12) months following the Change in Control.

d. Disability. For purposes of this Agreement, "**Disability**" means total and permanent disability as defined in Section 22(e)(3) of the Internal Revenue Code of 1986, as amended.

e. Good Reason. For purposes of this Agreement, "**Good Reason**" for your resignation shall mean: (i) a material diminution in your Base Salary as compared to below that Base Salary as set as of the time of the reduction; provided, however, that if such reduction occurs in connection with a Company-wide decrease in executive officer team compensation, such reduction shall not constitute Good Reason provided that it is a reduction of a proportionally like amount or percentage affecting the entire executive team not to exceed 10%; (ii) a material diminution in your authority, duties, or responsibilities; (iii) any requirement of the Company that you be based anywhere more than fifty (50) miles from your primary office location and in a new office location that is a greater distance from your principal residence; or (iv) the failure of any successor to expressly assume and agree to perform the severance provisions in this Agreement. Notwithstanding the foregoing, a termination for Good Reason shall not have occurred unless you give written notice to the Company of your intention to terminate employment within thirty (30) days after the occurrence of the event constituting Good Reason, specifying in reasonable detail the circumstances constituting Good Reason, and the Company has failed within thirty (30) days after receipt of such notice to cure the circumstances constituting Good Reason and you terminate employment on a mutually-agreeable date not more than thirty (30) days following the expiration of the Company's cure period.

9. Section 280G. If any payment or benefit you would receive from the Company and its Subsidiaries or an acquiror pursuant to the Urovant Sciences Ltd. 2017 Equity Incentive Plan, as Amended and Restated, or otherwise (a "Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment will be equal to the Higher Amount (defined below). The "Higher Amount" will be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in your receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting "parachute payments" is necessary so that the Payment equals the Higher Amount, reduction will occur in the manner that results in the greatest economic benefit for you. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata. Notwithstanding the foregoing, any reduction shall comply with Section 409A including, but

not limited to, the ordering of any such reduction. In no event will the Company, any Subsidiary or any stockholder be liable to you for any amounts not paid as a result of the operation of this Section 9. The Company will use commercially reasonable efforts to cause the accounting or law firm engaged to make the determinations hereunder to provide its calculations, together with detailed supporting documentation, to you and the Company within fifteen (15) calendar days after the date on which the your right to a Payment is triggered (if requested at that time by you or the Company) or such other time as requested by you or the Company.

10. Section 409A. It is intended that all of the severance benefits and other payments payable under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Code Section 409A provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions, and to the extent no so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A. For purposes of Code Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), your right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if you are deemed by the Company at the time of your Separation from Service to be a "specified employee" for purposes of Code Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be "deferred compensation," then to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Code Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, such payments shall not be provided to you prior to the earliest of (i) the expiration of the six-month period measured from the date of your Separation from Service with the Company, (ii) the date of your death or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Code Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Paragraph shall be paid in a lump sum to you, and any remaining payments due shall be paid as otherwise provided herein or in the applicable agreement. No interest shall be due on any amounts so deferred. If a payment is subject to a release, and the release revocation period could span two years, then the payment will occur in the second of the two years if required in order to avoid taxation pursuant to Section 409A. To the extent that any benefits or reimbursements pursuant to this Agreement are taxable to you, any reimbursement payment due to you shall be paid to you on or before the last day of your taxable year following the taxable year in which the related expense was incurred. The benefits and reimbursements pursuant to this Agreement are not subject to liquidation or exchange for another benefit and the amount of such benefits and reimbursements that you receive in one taxable year shall not affect the amount of such benefits or reimbursements that you receive in any other taxable year.

11. Proprietary Information Obligations. As a condition of employment, you shall execute and abide by the Company's standard form of Agreement for Protection of Company Information (the **"Confidentiality Agreement"**), attached as Exhibit A. You acknowledge and agree that any prior assignments of intellectual property made by you to the Company in any separate or prior agreement remain in full force and effect.

12. Arbitration Obligations. As a condition of employment, you shall execute and abide by the Company's standard form of Mutual Agreement to Arbitrate Claims (the "**Arbitration Agreement**"), attached as Exhibit B.

13. Outside Activities During Employment.

13.1 Non-Company Business. Except with the prior written consent of our CEO, you will not during the term of your employment with the Company undertake or engage in any other employment, occupation or business enterprise, other than ones in which you are a passive investor. You may engage in civic and not-for-profit activities so long as such activities do not materially interfere with the performance of your duties hereunder.

13.2 No Adverse Interests. You agree not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise.

14. General Provisions.

14.1 Offer Conditions. This Agreement and your employment with the Company are conditioned on you accepting and returning a signed copy of this Agreement. This Agreement is also conditioned on: (a) you not being subject to any confidentiality, non-competition, or any other similar type of restriction that may affect your ability to perform your work at the Company; and (b) you not having been debarred, or having received notice of any action or threat with respect to debarment, under the provisions of the Generic Drug Enforcement Act of 1992, 21 U.S.C. 335(a) or any similar legislation applicable in the US or in any other country where the Company intends to develop its activities. By signing this Agreement, you represent and warrant that you are not subject to any such limitations or restrictions.

14.2 Severability; Waiver. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, but this Agreement will be reformed, construed and enforced in such jurisdiction to the extent possible in keeping with the intent of the parties. Any waiver of any breach of any provisions of this Agreement must be in writing to be effective, and it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

14.3 Complete Agreement. This Agreement, together with the Confidentiality Agreement and the Arbitration Agreement, constitutes the entire agreement between you and the Company with regard to this subject matter and is the complete, final, and exclusive embodiment of the Parties' agreement with regard to this subject matter. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein; supersedes any other such promises, warranties or representations; and it cannot be modified or amended except in a writing signed by a duly authorized officer of the Company.

14.4 Counterparts; Headings. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement. The headings of the paragraphs hereof

are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

14.5 Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by you and the Company, and their respective successors, assigns, heirs, executors and administrators. The Company may freely assign this Agreement, without your prior written consent. You may not assign any of your duties hereunder and you may not assign any of your rights hereunder without the written consent of the Company.

Tax Withholding. All payments and awards contemplated or made pursuant to this Agreement will be subject to withholdings of applicable taxes in compliance with all relevant laws and regulations of all appropriate government authorities. You acknowledge and agree that the Company has neither made any assurances nor any guarantees concerning the tax treatment of any payments or awards contemplated by or made pursuant to this Agreement. You have had the opportunity to retain a tax and financial advisor and fully understand the tax and economic consequences of all payments and awards made pursuant to the Agreement.

14.6 Term; Survival; Choice of Law. This Agreement shall terminate upon your termination of employment with the Company. The obligations as forth under Sections 7, 8, 9, 10 and 12, as well as under the Confidentiality Agreement and the Arbitration Agreement, will survive the termination of your employment and this Agreement. All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of California.

In Witness Whereof, the Parties have executed this Agreement on the day and year first written above.

Urovant Sciences, Inc.

By: __/s/ Nori Ebersole_____
Name: __Nori Ebersole_____
Title: __Chief Human Resources Officer_____
Date: __October 28, 2019_____

Executive

__/s/ Ajay Bansal_____
Ajay Bansal
Date: __October 28, 2019_____

Exhibit A

Form of Agreement for Protection of Company Information

In exchange for the opportunity for employment or continued employment with Urovant Sciences, Inc. and any related entities (collectively, the "Company"), because the Company has provided and will continue to actively provide me with confidential information as a result of such employment, and/or for other valuable consideration, I, the undersigned employee, agree to the following:

1. Obligations to Prior Employers. I agree that I will not bring and have not brought to the Company any trade secrets that belong to any prior employers of mine, and I will not use or disclose and have not used or disclosed any trade secrets of any prior employer of mine in performing work for the Company. I further agree that I will not violate and have not violated any valid contractual commitments I have made with any prior employer in connection with my work for the Company.

2. Loyalty to the Company. I understand that I must devote my undivided loyalty and best efforts to the business of the Company. As a result, during my employment, I will not, other than for the Company, engage in any other employment, activity, or business: (i) in which the Company is now or may hereafter become engaged; (ii) that directly competes with the current or future business of the Company; (iii) that uses any Company information, equipment, supplies, facilities or materials; or (iv) otherwise conflicts with or is detrimental to the Company's business interests or causes, or may reasonably be expected to cause a disruption of its operations.

3. Confidential Information of This Company. I hereby acknowledge that during my employment with the Company, the Company has provided and will actively provide me access to certain confidential and/or proprietary information regarding the Company and its business (collectively, "Confidential Information") that is not generally known outside of the Company and that would not otherwise be provided to me without my execution of this Agreement. Confidential Information includes, without limitation, the following materials and information (whether or not reduced to writing and whether or not patentable or protected by copyright): trade secrets; inventions; processes; formulae; programs; technical data; financial information; Company-developed software; engineering designs and documentation; customer proposals, specifications, requirements, as well as marketing and advertising plans and strategies; customer identities, lists, and confidential information about customers and their buying habits; confidential information about prospects, suppliers, vendors, and key employees; personal information relating to the Company's employees; mailing and e-mail lists; and any other confidential or proprietary information relating to the Company's business. I understand that the Confidential Information has economic value because it is not generally known to the public or to other persons who can obtain economic value from its disclosure or use and I further understand that the Company expends considerable efforts to maintain the secrecy of the Confidential Information. I understand and agree that I am authorized to access and use Confidential Information solely for Company business and that I am not authorized to access any computer systems containing Confidential Information except in furtherance of the Company's business.

4. No Misappropriation. During the term of my employment and thereafter, I hereby promise not to disclose or use, or induce or assist in the disclosure or use of, any Confidential Information

except for the benefit of the Company. In addition, at no time after the end of my employment with the Company will I seek to obtain or misappropriate, or induce or assist in the obtaining or misappropriation, any of the Company's trade secrets or other Confidential Information from any current or former Company employee, independent contractor, consultant, or any other source. Notwithstanding the confidentiality obligations set forth in this paragraph, I understand that, pursuant to the Defend Trade Secrets Act of 2016 ("DTSA"), I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. I also understand that if I file a lawsuit for retaliation by the Company for reporting a suspected violation of law, I may disclose the trade secret to my attorney and use the trade secret information in the court proceeding, if I (A) file any document containing the trade secret under seal; and (B) do not disclose the trade secret, except pursuant to court order. I further understand that if a court of law or arbitrator determines that I misappropriated Company trade secrets willfully or maliciously, including by making permitted disclosures without following the requirements of the DTSA as detailed in this paragraph, then the Company may be entitled to an award of exemplary damages and attorneys' fees.

5. Return of Property and Confidential Information. I agree not to remove any Company property or Confidential Information from Company premises without express written permission, and I agree to return all Company property and Confidential Information, in any form, at the time my employment with the Company ends for any reason or upon the earlier request of the Company. To the extent that I possess any Confidential Information in digital or other electronic form, I will work with the Company to secure said Confidential Information in accordance with the Company's direction. Upon the request of the Company, I will execute a document confirming my agreement to honor my responsibilities contained in this Agreement after my departure.

6. Agreement Not to Solicit Employees. I further agree that, during my employment with the Company, and for a period of one (1) year after the end of my employment relationship with the Company for any reason, I will not, directly or indirectly, either on my own behalf or on behalf of any other person or entity, attempt to employ, solicit for employment, or otherwise seek to employ or retain any employee or consultant of the Company, or in any way assist or facilitate any such employment, solicitation, or retention effort.

7. Assignment of Intellectual Property.

(a) "Intellectual Property" means any idea, concept, design, suggestion, discovery, invention, copyright, patent, trademark, trade secret, or other intellectual property of any nature, including computer graphics, programs, and/or algorithms, processes, diagrams, know-how, drawings, notes, memoranda, digital representations, illustrations, videos, photographs, and/or pictorial representations of any nature. "Inventions" means all discoveries, developments, designs, improvements, formulas, and processes.

(b) I agree to identify all Intellectual Property and Inventions, as defined above, of mine that existed prior to my employment with the Company within fourteen (14) days after beginning my employment by completing and returning Exhibit 1 hereto. I understand and agree that if I do not identify my Intellectual Property and Inventions within the 14-day period, all such

Intellectual Property and Inventions will not be reserved and will be considered part of my background training and experience that I am providing to the Company as consideration for its employment of me. I have also received and understand the Limited Exclusion Notification attached as Exhibit 2 hereto.

(c) I acknowledge and agree that all works that I may create for or author during the period of my employment with the Company which relate or are useful to the business, or demonstrably anticipated business of the Company, whether or not created during my working time, are within the scope of my employment relationship with the Company and are works for hire, and that the Company owns all rights in such works of authorship. To the extent that such works of authorship are not works for hire, I hereby assign them to the Company as set out in subparagraph (e), below.

(d) I will fully and promptly disclose to the Company, and I hereby assign to the Company as set out in subparagraph (e), below, any and all Intellectual Property that is related or useful to the business, or demonstrably anticipated future business, of the Company which I may solely or jointly conceive, design, develop, create, or suggest or cause to be conceived, designed, developed, created, or suggested during my employment with the Company, whether or not conceived, designed, developed, created, or suggested during my working time. However, the foregoing sentence will not apply to any Invention that qualifies fully under the provisions of California Labor Code § 2870, where I developed the Invention entirely on my own time without using the Company's equipment, supplies, facilities, or trade secret information, except for those Inventions that (i) relate at the time of their conception or reduction to practice to the Company's business, or to actual or demonstrably anticipated research or development of the Company; or (ii) result from any work performed by me for the Company.

(e) Any works of authorship referred to in subparagraph (c), above, and any Intellectual Property referred to in subparagraph (d), above (except to the extent excluded from the scope of subparagraph (d) by virtue of the statute referenced therein), are referred to as "Company-Related Intellectual Property." All right, title, and interest in and to the Company- Related Intellectual Property, including any renewal and extension rights, shall be the sole and absolute property of the Company. I agree that, without additional consideration or compensation of any kind, I will assign and I hereby do assign to the Company all my right, title, and interest in and to any Company-Related Intellectual Property now or hereafter existing and all renewal and extension rights, and I agree to execute any documents necessary to evidence the Company's proprietary interest in any Company-Related Intellectual Property. I acknowledge and agree that new rights to the results and proceeds of my services may come into being in the future under law and/or in equity, and I hereby assign, grant, and convey to the Company any and all such rights, renewals, and extensions thereof in and to such results and proceeds. In the event the Company is unable for any reason whatsoever to secure my signature to any lawful and necessary document required to apply for protection of, or enforce any action with respect to, Company-Related Intellectual Property, I hereby irrevocably designate and appoint the Company and its duly-authorized officers and agents as my agent and attorney-in-fact to act for and in my behalf to execute such documents and to do all other lawfully permitted acts to protect the Company's interest in any Company-Related Intellectual Property with the same legal force and effect as if executed by me.

(f) I will not knowingly do anything to imperil the validity of any intellectual property rights of the Company, and will not do or omit to do any act which may invalidate any application

for the same or in any way publish or cause to be published any material relating to Company-Related Intellectual Property.

8. Complete Agreement. This agreement constitutes the complete agreement between the Company and me relating to the subject matter of it and supersedes any and all prior written or oral agreements or understanding relating to the subject matter of this agreement. I understand that no representative of the Company has been authorized to enter into any agreement or commitment with me which is inconsistent in any way with the terms of this agreement. I also understand and agree that this agreement does not in any way change the at-will nature of my employment relationship with the Company. This Agreement may not be modified except in a writing signed by the party to be bound.

9. Governing Law. This agreement will be governed by the law of the state of California.

10. Severability. The invalidity or nonenforceability of any part of this agreement does not affect the validity or enforceability of any other part. If any part of this agreement is for any reason held to be excessively broad as to time, duration, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable.

11. Successors. I understand and agree that this agreement is binding upon my heirs, executors, administrators and other personal and legal representatives of mine.

12. Voluntary Agreement. I understand that this agreement includes obligations in addition to those obligations which may be imposed or implied by law, and I certify that I have read, understand and voluntarily agree to and undertake the obligations set forth in this agreement. I agree that it is not necessary for the Company to sign this agreement for it to be binding on me.

Employee Signature: _____

Employee Printed Name: Ajay Bansal

Dated: _____

EXHIBIT 1

Identification of Intellectual Property and Inventions

If no response is provided to any of the requests below, this will mean that your response to that item is "none."

1. Please identify and describe any Intellectual Property (as defined in paragraph 8(a), above), which you have developed or in which you have some ownership interest:

2. Please describe any Inventions (as defined in paragraph 10(a), above), which you have developed or in which you have some ownership interest:

Employee Signature: _____

Employee Printed Name: Ajay Bansal

Dated: _____

Exhibit 2

Limited Exclusion Notification

This is to notify you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any Invention that you develop entirely on your own time without using Company's equipment, supplies, facilities or trade secret information, except for those Inventions that either:

(a) Relate at the time of conception or reduction to practice to Company's business, or actual or demonstrably anticipated research or development; or

(b) Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an Invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or Invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or Invention to be in the United States.

Exhibit B

Form of Mutual Agreement to Arbitrate Claims

Urovant Sciences, Inc. (the "Company") and I, the undersigned employee, recognize and desire the benefits of a speedy, impartial, final and binding dispute resolution procedure. For these reasons, and in consideration of the mutual promises in this agreement to arbitrate ("Agreement") and benefits of our employment relationship, the Company and I mutually consent to the resolution by arbitration of all claims or controversies ("claims"), past, present or future, whether or not arising out of my employment (or its termination), as stated below.

1. **Arbitrable Claims.** Arbitrable claims are those that the Company (or its subsidiaries and affiliates) may have against me or that I (and no other party) may have against any of the following: (1) the Company, (2) its officers, directors, employees or agents in their capacity as such or otherwise, (3) its parent, subsidiary and affiliated entities, (4) benefit plans or the plans' sponsors, fiduciaries, administrators, affiliates and agents, and/or (5) all successors and assigns of any of them. The only claims that are arbitrable are those that could be brought under applicable state or federal law and which lawfully can be the subject of an agreement to arbitrate. Arbitrable claims include, but are not limited to: claims for wages, bonuses, or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, race, sex, sexual orientation, religion, national origin, age, marital status, military or veterans status, physical or mental disability or handicap, or medical condition), harassment or retaliation; claims for benefits (except claims under an employee benefit or pension plan that either specifies that its claims procedure shall culminate in an arbitration procedure different from this one, or is underwritten by a commercial insurer which decides claims); and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance, except claims for: workers' compensation or unemployment compensation benefits; claims covered by (and defined in the Franken Amendment, first enacted in Section 8116 of the Defense Appropriations Act of 2010, or any similar statute, regulation or executive order. Both the Company and I agree that neither of us shall initiate or prosecute any lawsuit in any way related to any claim covered by this Agreement, other than to seek temporary equitable relief in aid of arbitration where such relief is available by law. I understand that nothing in this Agreement prohibits me from filing a complaint, charge, or other communication with any administrative or other governmental agency.

2. **Law Governing this Agreement.** The Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings pursuant to this Agreement. To the extent that the Federal Arbitration Act is inapplicable, or held not to require arbitration of a particular claim or claims, the arbitration law of the state in which I work or last worked for the Company shall apply.

3. **Arbitration Provider and Rules.** The arbitration will be conducted through Judicial Arbitration & Mediation Services (JAMS). The arbitration shall take place in the county (or comparable government unit) in which I am or was last employed by the Company, and no dispute affecting my rights or responsibilities shall be adjudicated in any other venue or forum. The arbitration will be conducted in accordance with the then-current JAMS Employment

Arbitration Rules & Procedures (and no other JAMS rules), which currently are available at http://www.jamsadr.com/rules-employment-arbitration. I understand that the Company will provide me a written copy of those rules upon my request. The arbitrator shall be either a retired judge, or an attorney who is experienced in employment law and licensed to practice law in the state in which the arbitration is convened (the "Arbitrator"), selected as provided by the JAMS rules. If a JAMS arbitrator is not available to conduct an arbitration in the location where the arbitration is to occur, then another arbitration service provider will be selected by mutual agreement of the parties (and all references to JAMS will be deemed to be references to that arbitration service provider). If the parties cannot agree on an alternative arbitration service provider, the court upon petition or motion shall designate one. The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The Arbitrator is without jurisdiction to apply any different substantive law or law of remedies. The Arbitrator has the authority to hear and rule on dispositive motions (such as motions for summary adjudication or summary judgment). The Federal Rules of Evidence shall apply. The Arbitrator shall render an award and written opinion, which shall include the factual and legal basis for the award, normally within 30 days after a dispositive motion is heard, or an arbitration hearing (including any post-hearing briefing) is completed.

4. **Arbitration Costs and Fees.** The Company will be responsible for paying any filing fee and the fees and costs of the Arbitrator; provided, however, that if I am the party initiating the claim, in the first instance, I will contribute an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the state in which I am (or was last) employed by the Company, unless the JAMS rules or the Arbitrator allow me to proceed without doing so based on demonstrated financial hardship. Each party shall pay its own litigation costs and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party attorneys' fees and litigation costs, or if there is a written agreement providing for attorneys' fees and/or litigation costs, the Arbitrator shall rule upon a motion for attorneys' fees and/or litigation costs under the same standards a court would apply under the law applicable to the claim(s) at issue.

5. **Procedure for Asserting Claims.** The party asserting the claim must give written notice of any claim to the other party no later than the expiration of the statute of limitations (deadline for filing) that the law prescribes for the claim. Otherwise, the claim shall be deemed waived. I understand that the party asserting the claim is encouraged to give written notice of any claim as soon as possible after the event or events in dispute so that arbitration of any differences may take place promptly. Written notice to the Company, or its officers, directors, employees or agents, shall be sent to the Company's then-current headquarters address, c/o SVP, Head of Human Resources. I will be given written notice at the last address recorded in my personnel file. The written notice shall identify and describe the nature of all claims asserted, the facts upon which such claims are based and the relief or remedy sought. The notice shall be sent to the other party by certified or registered mail, return receipt requested.

6. **Discovery.** Each party shall have the right to take depositions of three fact witnesses and any expert witness designated by another party. Each party also shall have the right to make requests for production of documents consisting of up to 25 individual categories of requested documents in total to any party, and to subpoena documents from third parties. Requests for

additional depositions or discovery may be made to the Arbitrator selected pursuant to this Agreement. The Arbitrator may grant such additional discovery if the Arbitrator finds that the party has demonstrated that it needs that discovery to adequately arbitrate the claim, taking into account the parties' mutual desire to have a speedy, less-formal, and cost-effective dispute-resolution mechanism.

7. **Individual Dispute Resolution.** To the maximum extent permitted by law, I hereby waive any right to bring on behalf of persons other than myself, or to otherwise participate with other persons in, any class, collective, or representative action (including but not limited to any representative action under the California Private Attorneys General Act ("PAGA"), or other federal, state or local statute or ordinance of similar effect). I understand, however, that to the maximum extent permitted by law I retain the right to bring claims in arbitration, including PAGA claims, for myself as an individual (and only for myself). If a court adjudicating a case involving the Company and me were to determine that there is an unwaivable right to bring a PAGA representative action, any such representative action shall be brought only in court, and not in arbitration.

8. **Finality.** The decision of the Arbitrator will be final, conclusive and binding on the parties to the arbitration, except as provided by law. Judgment may be entered on the Arbitrator's decision in any court having jurisdiction.

9. **Complete Agreement.** This is the complete agreement between the Company and me on the subject hereof; provided, however, that if for any reason this Agreement is held unenforceable, then any prior agreement to arbitrate between the Company and me shall survive. No party is relying on any representations, oral or written, on the subject of the effect, enforceability or meaning of this Agreement, except as specifically set forth in this Agreement. This Agreement shall survive the termination of my employment and the expiration of any benefit plan.

10. **Company Bound**. I understand that, by the act of presenting this Agreement to me, the Company has agreed to bind itself to (and is entitled to invoke) this Agreement upon my execution of it, without need for a signature on its part.

11. **Severability.** If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement. All other provisions shall remain in full force and effect based upon the mutual intent of the Company and me to create a binding agreement to arbitrate any disputes between us.

I UNDERSTAND THAT I AM GIVING UP MY RIGHT TO A JURY TRIAL. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH MY PRIVATE LEGAL COUNSEL AND HAVE AVAILED MYSELF OF THAT OPPORTUNITY TO THE EXTENT I WISHED TO DO SO.

Employee Signature

Date

Ajay Bansal
Printed Name

Exhibit 99.1

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Urovant Sciences Secures Substantial Financial Commitment, Commercial Infrastructure Support and Minority Shareholder Protections from Sumitomo Dainippon Pharma Upon Close of Sumitomo Dainippon Pharma's Transaction with Roivant Sciences

- Sumitomo Dainippon Pharma has committed to provide an initial $200 million, low-interest, interest-only, five-year term loan facility, with no repayments due until the end of the term
- Sumitomo Dainippon Pharma expects to continue to fund Urovant Sciences' operating needs through profitability
- Sumitomo Dainippon Pharma is expected to provide Urovant Sciences with enhanced commercialization resources and infrastructure, including drug distribution, operations and managed care support
- Sumitomo Dainippon Pharma has agreed to enter into a shareholder rights agreement with Urovant Sciences providing for several protections for minority shareholders

IRVINE, Calif. & BASEL, Switzerland--(BUSINESS WIRE)—October 31, 2019-- Urovant Sciences (Nasdaq: UROV) today announced that its majority shareholder, Roivant Sciences, and Sumitomo Dainippon Pharma Co., Ltd. (TSE: 4506), a leading global Japanese pharmaceutical company, have entered into a definitive agreement for the creation of a broad Sumitomo Dainippon-Roivant Strategic Alliance that will include the transfer from Roivant Sciences to Sumitomo Dainippon Pharma of all of Roivant's ownership interests in Urovant Sciences.

In conjunction with the definitive agreement, Urovant Sciences has entered into an agreement with Sumitomo Dainippon Pharma whereby Sumitomo Dainippon Pharma has committed that, upon close, it will provide Urovant Sciences with a $200 million, low-interest, interest-only, five-year term loan facility, with no repayments due until the end of the term. Sumitomo Dainippon Pharma expects to provide continued financial support to fund Urovant Sciences through profitability.

Sumitomo Dainippon Pharma plans to support the commercialization of vibegron by leveraging the potential benefits of Sumitomo Dainippon Pharma's U.S. commercial infrastructure including, but not limited to, drug distribution, operations and managed care support.

Urovant Sciences and Sumitomo Dainippon Pharma have also committed to entering into a shareholder rights agreement at the close of the transaction providing for several additional protections for Urovant Sciences' minority shareholders. This shareholder rights agreement is expected to provide (1) that any acquisition by Sumitomo Dainippon Pharma of all of the remaining shares of Urovant Sciences would require approval by the majority of the minority shareholders, (2) a

requirement for a minimum of three independent directors who can only be removed by a majority of the minority shareholders, and (3) a requirement that the three independent directors must approve

any related-party transaction between Sumitomo Dainippon Pharma and Urovant Sciences. Urovant Sciences' three independent directors – Pierre Legault, Dr. Sef Kurstjens, MD, PhD, and Jim Robinson – will continue to serve in this capacity. In addition, the Urovant Board of Directors has appointed Pierre Legault as Lead Independent Director.

"We are excited to secure Sumitomo Dainippon Pharma's commitment to Urovant Sciences. The initial long-term, low-cost loan facility obviates the need for any near-term financing and will allow us to stay focused on our planned NDA filing and subsequent commercial launch of vibegron upon U.S. Food and Drug Administration approval," said Keith Katkin, CEO of Urovant Sciences. "Our planned NDA filing and launch preparation for vibegron are well underway and will benefit from the partnership with a large, successful multi-national company. We are excited to have the commitment for longer-term financial support and access to the proven commercial infrastructure of Sumitomo Dainippon Pharma. This relationship will greatly enhance Urovant Sciences' ability to fully optimize the launch of vibegron and continue our development of innovative treatments for patients suffering from urologic conditions."

About Urovant Sciences

Urovant Sciences is a clinical-stage biopharmaceutical company focused on developing and commercializing innovative therapies for urologic conditions. Urovant's lead product candidate, vibegron, is an oral, once-daily, small molecule beta-3 agonist being evaluated for the treatment of OAB with symptoms of urge urinary incontinence, urgency, and urinary frequency. Urovant has licensed global rights, excluding Japan and certain Asian territories, for the development and commercialization of vibegron. Urovant's second product candidate, URO-902, is a novel gene therapy being developed for patients with OAB who have failed oral pharmacological therapy. Urovant intends to develop treatments for additional urologic diseases. For more information, please visit www.urovant.com.

About Sumitomo Dainippon Pharma Co., Ltd.

Sumitomo Dainippon Pharma is among the top-ten listed pharmaceutical companies in Japan, operating globally in major pharmaceutical markets, including Japan, the U.S., China and the European Union. Sumitomo Dainippon Pharma is based on the merger in 2005 between Dainippon Pharmaceutical Co., Ltd., and Sumitomo Pharmaceuticals Co., Ltd. Today, Sumitomo Dainippon Pharma has more than 6,000 employees worldwide. Additional information about Sumitomo Dainippon Pharma is available through its corporate website at https:// www.ds-pharma.com.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include all statements that are not historical statements of fact and statements regarding the Company's intent, belief or expectations and can be identified by words such as "anticipate," "believe," "can," "continue," "could," "estimate," "expect," "intend," "likely," "may," "might," "objective," "ongoing," "plan," "potential," "predict," "project," "should," "strive," "to be," "will," "would," or the negative or plural of these words or other

similar expressions or variations, although not all forward-looking statements contain these identifying words. In this press release, forward-looking statements include, but are not limited to, statements regarding the commitments of Sumitomo Dainippon Pharma as set forth in the letter agreement, including with respect to financing, support for commercialization efforts and minority shareholder protections; Urovant's expectations regarding those commitments; and Urovant's plans for the commercial launch of vibegron. Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially and reported results should not be considered as an indication of future performance. These risks and uncertainties include, but are not limited to, risks associated with: whether Roivant Sciences and Sumitomo Dainippon Pharma will consummate their definitive agreement regarding the Alliance on the terms and timing as set forth in such definitive agreement, or at all; whether Urovant and Sumitomo Dainippon Pharma will be able to enter into definitive agreements implementing the commitments set forth in the letter agreement, and if so, whether the terms of those agreements will be consistent with Urovant's expectations; the success, cost, and timing of Urovant's development activities, including the timing of the initiation and completion of clinical trials and the timing of expected regulatory filings; the clinical utility and potential attributes and benefits of vibegron, including reliance on collaboration partners and the ability to procure additional sources of financing; our intellectual property position, including the ability to identify and in-license or acquire third-party patents and licenses, and associated costs; and other risks and uncertainties listed in the Company's filings with the United States Securities and Exchange Commission (SEC), including under the heading "Risk Factors" in the Company's most recently filed Annual Report on Form 10-K and any subsequent Quarterly Reports on Form 10-Q filed with the SEC, as such risk factors may be amended, supplemented or superseded from time to time by other filings with the SEC. Given these risks and uncertainties, you should not place undue reliance on any forward-looking statements. These forward-looking statements are based on information available to Urovant as of the date of this press release and speak only as of the date of this release. Urovant disclaims any obligation to update these forward-looking statements, except as may be required by law.

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