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): March 19, 2020

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 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

As described in further detail under Item 5.02 below, on March 23, 2020, the Board of Directors (the "Board") of Urovant Sciences Ltd. ("we," "our," "us" or the "Company") appointed James A. Robinson to serve as our Principal Executive Officer. Mr. Robinson replaces Keith A. Katkin, who resigned as our Principal Executive Officer and as a member of our Board, effective as of March 23, 2020. As a result of Mr. Robinson's employment as our Principal Executive Officer, the Board has determined that Mr. Robinson no longer qualifies as an independent director of the Company pursuant to the listing rules (the "Listing Rules") of The Nasdaq Stock Market LLC ("Nasdaq") and Rule 10A-3 ("Rule 10A-3") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Because the charter of the Audit Committee of the Board (the "Audit Committee") requires all members of such committee to be independent directors as defined under the applicable Nasdaq Listing Rules and applicable independence requirements of the Securities and Exchange Commission, the Board has removed Mr. Robinson as a member of the Audit Committee, effective as of March 23, 2020. In addition, effective as of March 23, 2020, the Board also removed Mr. Robinson as a member of its Nominating, Corporate Governance and Compliance Oversight Committee (the "Nominating Committee").

The Board and the Nominating Committee are currently in the process of identifying a qualified, independent director candidate who can join the Board and the Audit Committee. While this search is pending, due to Mr. Robinson's removal from the Audit Committee, our Audit Committee has two members, and there is one vacancy. Accordingly, the Company no longer complies with the audit committee composition requirements set forth in Rule 5605(c)(1) of the Listing Rules ("Rule 5605(c)(1)"), and we are utilizing the cure period set forth in Rule 5605(c)(4)(B) of the Listing Rules ("Rule 5605(c)(4)(B)") while we conduct our search. As a result, this noncompliance has no immediate effect on the listing or trading of the Company's shares on Nasdaq. Pursuant to Rule 5605(c)(4)(B), to the extent our next annual meeting of shareholders will take place after September 19, 2020, the Company has until the earlier of (i) our next annual meeting of shareholders or (ii) March 23, 2021, to regain compliance with Rule 5605(c)(1). Alternatively, if our next annual meeting of shareholders takes place on or before September 19, 2020, we will have until September 19, 2020 to regain compliance with Rule 5605(c)(1).

On March 23, 2020, we notified Nasdaq that we are relying on the cure period set forth in Rule 5605(c)(4)(B). The Company intends to regain compliance with Rule 5601(c)(1) as soon as practicable, and in any event within the cure period set forth in Rule 5605(c)(4)(B).

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

Resignation of Keith A. Katkin as Principal Executive Officer and Director

On March 19, 2020, Mr. Katkin, the Principal Executive Officer of the Company and a member of our Board, delivered a notice to the Company of his resignation as the Principal Executive Officer of the Company and as a member of our Board, effective as of March 23, 2020.

In connection with Mr. Katkin's resignation, Urovant Sciences, Inc. ("USI"), our wholly owned subsidiary, entered into a separation, release and consulting agreement with Mr. Katkin (the "Separation & Consulting Agreement"). Under the terms of the Separation & Consulting Agreement, Mr. Katkin's right to receive any payments or benefits under his employment agreement with USI, dated September 14, 2017, has been terminated. In lieu of such payments and benefits, Mr. Katkin will receive (i) a lump sum payment of $230,000, minus standard payroll deductions and withholdings; (ii) continued medical benefits (or cash payments in lieu thereof) for up to 18 months; and (iii) after the end of the 18-month period for continued medical benefits, monthly payments equal to the premium the Company would have had to pay to continue Mr. Katkin's medical benefits for such month, for up to 18 months. In addition, Mr. Katkin's vested options to purchase our common shares will remain exercisable until October 1, 2021.

Pursuant to the Separation & Consulting Agreement, until April 1, 2025 Mr. Katkin will also provide certain consulting services to the Company as may be reasonably requested by the Board from time to time, including without limitation, (i) reasonable transition and integration services related to business and financial reporting, (ii) providing strategic advice to the Board, and (iii) advising and assisting on our relationships with third parties. As compensation for such consulting services, Mr. Katkin will receive an annual consulting fee equal to $349,000 for a period of five years.

In addition to the foregoing, under the Separation & Consulting Agreement, Mr. Katkin also provided a customary release of claims for the benefit of the Company and agreed to abide by certain customary confidentiality and cooperation provisions following his resignation, along with certain non-compete and non-solicit restrictions during the period of his consulting services.

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

Appointment of James A. Robinson as Principal Executive Officer

On March 23, 2020, following the resignation of Mr. Katkin as our Principal Executive Officer, the Board appointed Mr. Robinson, age 50, to serve as our Principal Executive Officer. Mr. Robinson has served as a member of our Board since March 2019. There are no arrangements or understandings between Mr. Robinson 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.

Most recently, from April 2019 to March 2020, Mr. Robinson served as President and Chief Operating Officer at Paragon Biosciences, where he oversaw Paragon's operations and also served as the Chief Executive Officer of Qlarity Imaging, a Paragon portfolio company. Previously, from March 2018 to April 2019, Mr. Robinson served as the President and Chief Operating Officer of Alkermes, Inc. where he was responsible for global commercial, new product planning, corporate planning, manufacturing, quality, human resource and business development functions. Prior to Alkermes, Mr. Robinson spent over twelve years at Astellas U.S. – most recently as President, Americas Operations, from April 2016 through February 2018, where his responsibilities included all aspects of operations for North and South America. Prior to that, he was President of Astellas Pharma US, from April 2013 through March 2016, where he was responsible for leading the U.S. commercial organization. Prior to Astellas, Mr. Robinson spent thirteen years at Schering-Plough Pharmaceuticals where his last role was Vice President, Hepatitis Sales and Managed Care. Mr. Robinson serves on the Board of Directors for Neos Therapeutics and the Chicago Botanic Garden and is a founding member of MATTER. Previously, Mr. Robinson served on the Board of Directors of the Pharmaceutical Research and Manufacturers of America (PhRMA), from 2012 to 2018, and served as Chairman of PhRMA's State Committee from 2015 to 2018. Mr. Robinson received a Bachelor of Science degree from DePaul University.

In connection with Mr. Robinson's appointment, USI entered into an employment agreement with Mr. Robinson (the "Employment Agreement"). The effective date of the Employment Agreement is March 23, 2020.

Under the terms of the Employment Agreement, Mr. Robinson will be entitled to an annual base salary of $750,000 and is eligible to participate in our discretionary performance bonus plan, with the potential to receive a target bonus of 80% of his base salary, based on his achievement of objectives and milestones, as well as overall company performance for the applicable fiscal year. In addition, Mr. Robinson will be entitled to receive an aggregate sign-on bonus of $1,600,000, with $1,000,000 of such bonus to be paid within thirty days of his start date and the remainder to be paid in installments of $300,000 on the first and second anniversaries of his start date. Mr. Robinson is required to repay the full amount of the initial installment of his sign-on bonus if he resigns voluntarily without "good reason" at any time prior to the second anniversary of his start date. Mr. Robinson is also required to repay each subsequent installment if he resigns voluntarily without "good reason" during the 1-year period following the first and second anniversaries of his start date, with the repayment obligation for each installment lapsing on a pro-rata basis over a one-year period. Mr. Robinson will also be eligible to receive relocation assistance and to participate in benefit plans and arrangements made available to all full-time employees.

Mr. Robinson will be granted stock appreciation rights with a fair value of $5,000,000 as of the grant date (the "Initial Equity Award") under our 2017 Equity Incentive Plan, as amended and restated. Subject to Mr. Robinson's continued employment through each applicable vesting date, 25% of the Initial Equity Award will vest after one year, and the remaining 75% will vest in equal quarterly installments thereafter over three years. Mr. Robinson will also be eligible to receive discretionary annual equity incentive grants in amounts that are commensurate with his position.

Mr. Robinson's employment is at-will and may be terminated at any time, with or without cause. Pursuant to the Employment Agreement, Mr. Robinson 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: (i) if we terminate Mr. Robinson'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. Robinson will be eligible to receive (a) a lump sum payment equal to 100% of his then-current base salary, (b) a lump sum cash payment equal to either (1) the average of actual bonuses paid to Mr. Robinson for the two previous fiscal years, (2) if Mr. Robinson has only been employed for one full fiscal year as of his termination, the actual bonus paid to Mr. Robinson for such fiscal year, or (3) if no full fiscal year has been completed as of Mr. Robinson's termination, 100% of his then-current target bonus (such amount, the "Bonus Severance"), and (c) continued medical benefits (or cash payments in lieu thereof) for up to 12 months; and (ii) if we terminate Mr. Robinson'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. Robinson will be eligible to receive (a) a lump sum payment equal to 100% of his then-current base salary, (b) a lump sum cash payment equal to the sum of (1) 100% of his Bonus Severance and (2) a pro rata amount of his Bonus Severance for the period of his employment since the end of the last fiscal year, (c) full vesting of the Initial Equity Award, and (d) 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. Robison's employment, Mr. Robinson 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 March 23, 2020, we issued a press release announcing (i) the resignation of Mr. Katkin as our Principal Executive Officer and a member of the Board and (ii) the appointment of Mr. Robinson as our new Principal Executive Officer. 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 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 8.01. Other Events

Pursuant to Section 4.1(a) of the Investor Rights Agreement, dated as of December 29, 2019 (the "Investor Rights Agreement"), by and among the Company, Sumitovant Biopharma Ltd., the Company's majority shareholder ("Sumitovant Bio"), and Sumitomo Dainippon Pharma Co., Ltd., the sole shareholder of Sumitovant Bio ("Sumitomo Dainippon"), the Board must be comprised of at least three Independent Directors (as such term is defined in the Investor Rights Agreement).

As described in further detail under Item 3.01 above, as a result of Mr. Robinson's employment as our Principal Executive Officer, the Board has determined that Mr. Robinson no longer qualifies as an independent director of the Company pursuant to the Listing Rules and Rule 10A-3 as of March 23, 2020. Consequently, our Board currently has only two Independent Directors.

On March 23, 2020, the Company, Sumitovant Bio and Sumitomo Dainippon executed a waiver of the requirements of Section 4.1(a) of the Investor Rights Agreement, solely with respect to the reduction of the number of Independent Directors serving on the Board as a result of Mr. Robinson's appointment as our Principal Executive Officer, until September 19, 2020. The remaining terms of the Investor Rights Agreement remains in full force and effect.

The foregoing description of the Investor Rights Agreement is qualified in its entirety by reference to the complete text of the Investor Rights Agreement, which is attached as Exhibit 10.4 to our Quarterly Report on Form 10-Q filed on February 13, 2020 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit	Description
10.1	Separation and Consulting Agreement, dated March 23, 2020, by and between Keith A. Katkin and Urovant Sciences, Inc.
10.2	Employment Agreement, dated March 23, 2020, by and between James A. Robinson and Urovant Sciences, Inc.
99.1	Press Release, dated March 23, 2020

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: March 23, 2020

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

CONFIDENTIAL SEPARATION AGREEMENT, GENERAL RELEASE AND CONSULTING AGREEMENT

This Confidential Separation Agreement and General Release (this "Agreement") is hereby entered into by and between Keith A. Katkin, an individual (the "Employee"), and Urovant Sciences, Inc., on behalf of itself, its direct and indirect parents and all of their respective affiliated entities, including, without limitation, Sumitomo Dainippon Pharma, Co., Ltd. and Sumitovant Biopharma Ltd. (collectively, the "Company").

1. Effective Date. Except as otherwise provided herein, this Agreement shall be effective on the eighth (8^{th}) calendar day after it has been executed by both of the parties (the "Effective Date"), unless the Specified Sections (as defined in Section 12(c), below) have been timely and properly revoked as provided in Section 12(c) before the Effective Date.

2. Resignation of Employment and Termination of Employment Agreement. The Employee has been employed by the Company as its Chief Executive Officer on an at-will basis pursuant to the Employment Agreement signed by the Company and the Employee on September 14, 2017 (the "Employment Agreement"). The Employee resigned his position as Chief Executive Officer and resigned from all his positions as an officer and director of the Company effective as of March 23, 2020, and hereby agrees to resign his employment with the Company effective as of the close of business on April 1, 2020 (the "Separation Date"), and hereby agrees that Employee did not have "Good Reason" or any similar rights under the Employment Agreement to resign voluntarily and receive severance benefits under the Employment Agreement. During the period from March 23, 2020 until the Separation Date, the Employee shall serve as a non-officer employee of the Company and shall report to the Company's new Chief Executive Officer and assist with any transition matters at the new Chief Executive Officer's request. The Company hereby agrees that Employee has satisfied all applicable notice provisions in his Employment Agreement with respect to his resignation. Effective as of the Separation Date, the Employee acknowledges that his employment with the Company has irrevocably and forever ended for all purposes and will not be resumed at any time. Effective as of the Separation Date, Employee hereby confirms that Employee will not hold any position as an officer, director or employee with the Company, and Employee hereby agrees to resign from each and all of his positions as an officer or director of the Company, and as a fiduciary of any benefit plan of the Company, effective as of the Separation Date, to the extent he has not previously resigned from such positions. The parties hereto agree that the Employee's rights to receive any payments or benefits under the Employment Agreement shall be terminated as of the Separation Date except as set forth in this Agreement, but the Employee's obligation to abide by the Company's Employee Non-Disclosure and Inventions Assignment Agreement under Section 4 of the Employment Agreement and the provisions of the Company's employee handbook and/or any other Company policies or agreements relating to confidential or proprietary information and intellectual property, and the terms of Section 5.7 of the Employment Agreement (Section 280G) shall remain in effect after the Separation Date. Notwithstanding the above, in the event of any conflict of terms between this Agreement and the Employee Non-Disclosure and Inventions Agreement or any other Company documents related to non-competition or non-solicitation, the terms of this Agreement shall prevail.

3. Continuation of Benefits after the Separation Date. The Employee's coverage under the Company's health care benefits plans ended on the Separation Date, but the Employee shall have the right to continue his group health benefits coverage in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA"). Except as expressly provided in this Agreement or in the plan documents governing the Company's employee benefit plans, after the Separation Date, the Employee will no longer be eligible for, receive, accrue, vest in or participate in any benefits or benefit plans provided by the Company, including, without limitation, the Company's 401(k) retirement plan; provided, however, that nothing in this Agreement shall waive the Employee's right to any vested amounts in the Company's 401(k) retirement plan or vested equity awards as of the Separation Date, which amounts shall be handled as provided in the applicable plan documents.

4. Final Wages. The Company will timely pay the Employee the unpaid portion of his annual salary earned through the Separation Date by having a check for that amount, less standard deductions and withholdings, available for pick-up by the Employee at the Company's offices on April 1, 2020, or at the Employee's option, by sending it to the Employee at his residence on file with the Company by overnight mail on that date.

5. Payments in Exchange for Release and Post-Termination Covenants. In return for the Employee's promises in this Agreement, including the release and post-termination covenants set forth below in this Agreement, the Company will provide the Employee with the following payments:

(a) The amount of $230,000, less standard payroll deductions and withholdings (the "Cash Payment"). The Cash Payment will be paid in a single, lump-sum payment by April 30, 2020, as long as this Agreement has become effective.

(b) If the Employee is eligible for and timely elects group health plan continuation coverage under COBRA or a state or local equivalent, the Company shall pay the full amount of the premiums for the coverage the Employee had elected as of the Separation Date (*i.e.*, employee + family) for eighteen (18) months following the Separation Date, payable directly to the Company's COBRA insurance coverage provider on behalf of the Employee when the first premium is due after the Separation Date. Following such eighteen (18)-month period and for an additional eighteen (18) months, the Company shall directly pay the Employee on an annual basis (at Company's sole discretion, Company may pay monthly or quarterly instead of annually) a cash payment equal to the COBRA premium that would have been due had the Employee continued to receive coverage under COBRA during such additional eighteen (18)-month period, subject to applicable tax withholding (COBRA related payments in the thirty-six (36) month period described above shall be referred to as the "Insurance Continuation," and collectively with the Cash Payment, the "Payments"). If the Employee shall become eligible for health coverage from another employer, the Insurance Continuation payments to or on behalf of the Employee shall immediately cease. The Employee shall notify the Company within five (5) business days after accepting an employment offer that includes group health insurance coverage. Further, notwithstanding the foregoing, if at any time the Company determines, in its sole discretion, that it cannot provide the COBRA premium benefits in the first eighteen (18)-month period contemplated by this section without potentially incurring financial costs or penalties under applicable law, then in lieu of paying such COBRA premiums on the Employee's behalf, the Company will pay the Employee on a monthly basis a fully taxable cash payment equal to the COBRA premium for that month, subject to applicable tax withholding.

6. Company Stock. The Employee agrees that, without the prior written consent of the Company (to be granted or withheld in the sole and absolute discretion of the Board of Directors of the Company), the Employee will not (a) pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of the Company's Common Stock held beneficially or of record by the Employee on the Effective Date, including shares of the Company's Common Stock subject to stock options held by the Employee on the Effective Date (the "Lock-Up Shares"), (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-Up Shares, whether any such transaction is to be settled by delivery of Lock-Up Shares, in cash or otherwise or (c) publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement relating to any Lock-Up Shares. The Employee will not transfer any Lock-Up Shares from the Company's broker or its successor broker without the Company's written consent. To the extent any Lock-Up Shares are not currently held by the Company's broker, the Employee will immediately, but in no event later than three (3) business days after the Effective Date or the date the Lock-Up Shares are acquired (whichever is later), transfer such shares to the Company's broker. The Employee irrevocably authorizes the Company to instruct its broker and any successor broker not to permit any exercise, sale, or transfer of the Lock-Up Shares without the advance written approval of the Company's General Counsel. Notwithstanding the foregoing provisions in this Section 6, if the Employee intends to sell all or any portion of the Lock-Up Shares, the Employee hereby agrees to provide written notice of his desire to sell to the Company (along with the number of Lock-Up Shares he intends to sell) and, within five (5) business days after receipt of such notice, Sumitovant or any Sumitovant affiliate shall have the right to exercise its right to purchase such Lock-Up Shares from the Employee pursuant to the terms of the stock purchase program established by the Company and Sumitovant as in effect on the date hereof. If Sumitovant or any Sumitovant affiliate does not exercise such right to purchase within the five (5) business day period, the Employee is free to sell such Lock-Up Shares. The options underlying the Lock-up Shares will, subject to this Agreement, remain exercisable until the eighteen (18) month anniversary of the Separation Date (subject to potential earlier redemption on a future change in control of the Company), on which date the options automatically will expire and be cancelled without consideration therefore to the extent then unexercised.

7. Acknowledgement of Total Compensation and Indebtedness. The Employee acknowledges and agrees that the cash payments in Sections 4 and 5 of this Agreement extinguish any and all obligations for monies, or other compensation or benefits that the Employee claims or could claim to have earned or claims or could claim is owed to him as a result of his employment by the Company through the Separation Date, including, without limiting the generality of the foregoing, any compensation described in (a) the Employment Agreement, (b) any retention bonuses or other awards authorized by the Company's Board of Directors or the Compensation Committee thereof, whether in the form of cash, restricted stock units or other equity, including, without limitation, the cash-based contribution bonus and restricted stock unit award that was granted to Employee pursuant to the letter agreement entered into on December 29, 2019 and the related award agreement for the restricted stock units, or (c) any other bonus or

incentive compensation agreement (collectively, "Compensation Arrangements"). For the avoidance of doubt, the terms of this Agreement shall not affect any equity awards granted by, or any other contractual relationship with, Roivant Sciences Ltd. or any of its affiliates, and such awards or relationships shall be governed solely by the terms of their underlying agreements, plans or arrangements with Roivant Sciences Ltd. and its affiliates. In addition, notwithstanding the above, this Agreement shall not affect any of Employee's vested equity from Company.

8. Tax Consequences. The Employee acknowledges that the Company has not made any representations to him about, and that he has not relied upon any statement in this Agreement with respect to, any individual tax consequences that may arise by virtue of any payment provided under this Agreement, including, but not limited to, the applicability of Section 409A of the Internal Revenue Code.

(a) To the fullest extent applicable, Payments and other benefits payable under this Agreement are intended to be exempt from the definition of "nonqualified deferred compensation" under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code" and such section, "Section 409A"), in accordance with one or more of the exemptions available under the Treasury Regulations under Section 409A, including, without limitation, the short-term deferral exception in Treasury Regulations Section 1.409A-1(b)(4) and the separation pay exception in Treasury Regulations Section 1.409A-1(b)(9)(iii). To the extent that any amount payable or benefit provided under this Agreement is or becomes subject to Section 409A due to a failure to qualify for an exemption from the definition of nonqualified deferred compensation in accordance with such Treasury Regulations, this Agreement is intended to comply with the applicable requirements of Section 409A with respect to such amounts or benefits. To the extent required by Section 409A of the Code, any payments to Employee will only be made upon the Employee's "separation from service" (as defined under Section 409A). This Agreement shall be interpreted and administered to the extent possible in a manner consistent with the foregoing statement of intent. Whenever a payment under this Agreement may be paid within a specified period, the actual date of payment within the specified period shall be within the Company's sole discretion.

(b) Notwithstanding anything in this Agreement or elsewhere to the contrary, if the Employee is a Section 409A Specified Employee (as defined below) on the Employee's Separation Date and the Company reasonably determines that any portion of the Payments and other benefits payable under this Agreement constitutes nonqualified deferred compensation that will subject the Employee to "additional tax" under Section 409A(a)(1)(B) of the Code (together with any interest or penalties imposed with respect to, or in connection with, such tax, a "409A Tax") with respect to the payment of such benefit if paid at the time specified in this Agreement, then the payment of such portion shall be postponed to the first business day of the seventh month following Employee's separation from service or, if earlier, the date of the Employee's death (the "Delayed Payment Date"). Payment of the withheld and accumulated payments (with interest as calculated below) will be treated as made on the Delayed Payment Date if the payment is made on such date or on a later date within the same calendar year as the Delayed Payment Date, or, if later, by the 15th day of the third month following the Delayed Payment Date, provided that the Employee may not, directly or indirectly, designate the year of payment. The Company and the Employee may agree to take other actions to avoid the imposition of a 409A Tax at such time and in such manner as permitted under Section 409A. In the event that Section 8(b) of this Agreement

requires a delay of any payment, such payment shall be accumulated and paid in a single lump sum on the Delayed Payment Date, with interest for the period of delay, compounded monthly, equal to the prime or base lending rate then in effect as of the date the payment would otherwise have been made.

(c) For purposes of this Agreement, a "Section 409A Specified Employee" means a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code.

(d) The Company makes no guarantee as to any tax treatment relating to this Agreement and neither the Company, its employees, officers, directors, or attorneys shall have any liability to the Employee on account of any adverse tax or related consequences including, without limiting the generality of the foregoing, adverse consequences under Section 409A. The Employee represents that he has or will consult with his own tax advisors as to any such tax consequences.

(e) To the extent necessary to avoid adverse tax consequences under Section 409A, each reimbursement or in-kind benefit provided under this Agreement will be provided in accordance with the following:

(i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year;

(ii) any reimbursement of an eligible expense shall be paid to you on or before the last day of the calendar year following the calendar year in which the expense was incurred; and

(iii) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit.

9. Release by Employee.

(a) Except as otherwise expressly provided in this Agreement, the Employee, for himself and his heirs, executors, administrators, assigns, affiliates, successors and agents (collectively, the "Employee's Affiliates") hereby fully and without limitation releases and forever discharges the Company, its parents, affiliates, subsidiaries, predecessors, successors and each of their respective agents, representatives, shareholders, owners, officers, directors, employees, consultants, attorneys, auditors, accountants, investigators, successors and assigns (collectively, the "Releasees"), both individually and collectively, from any and all rights, claims, demands, liabilities, actions, causes of action, damages, losses, costs, expenses and compensation, of whatever nature whatsoever, known or unknown, fixed or contingent, which the Employee or any of the Employee's Affiliates has or may have or may claim to have against the Releasees by reason of any matter, cause, or thing whatsoever, from the beginning of time to the Effective Date ("Claims"), including, without limiting the generality of the foregoing, any Claims arising out of, based upon, or relating to the recruitment, hiring, employment, remuneration, or separation of the Employee by any of the Releasees, the Employee's tenure as an employee of the Company, and the Compensation Arrangements or any other agreement or compensation arrangement between the Employee and the Company, in each case to the maximum extent permitted by law. In addition, the Employee specifically and expressly, fully and without limitation releases and forever

discharges the Releasees with respect to any Claims arising out of or based on: the Dodd-Frank Act; the Sarbanes-Oxley Act of 2002; the California Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964; the Americans With Disabilities Act; ERISA; any provision of the laws of California governing wages and hours; the California common law on fraud, misrepresentation, negligence, defamation, infliction of emotional distress or other tort, breach of contract or covenant, violation of public policy or wrongful separation; state or federal wage and hour laws; and any other state or federal law, rule or regulation dealing with the employment relationship. In the event this Agreement is entered into prior to the Separation Date, the Employee hereby agrees to re-execute this Agreement and the release on the Separation Date.

(b) Governmental Agencies. Notwithstanding the release of claims language set forth in this Section 9, nothing in this Agreement prohibits or prevents Employee from filing a charge with or participating, testifying, or assisting in any investigation, hearing, whistleblower proceeding or other proceeding before any federal, state, or local government agency, nor does anything in this Agreement preclude, prohibit, or otherwise limit, in any way, Employee's rights and abilities to contact, communicate with, report matters to, or otherwise participate in any whistleblower program administered by any such agencies.

(c) Nothing contained in this Section 9 or any other provision of this Agreement shall release or waive any right that the Employee has to indemnification by the Company with respect to which the Employee may be eligible as provided in California Labor Code section 2802, any indemnification agreement signed by the Employee and the Company, or any other applicable source. Following the Separation Date, during the Consulting Term (as defined below) and after the conclusion of the Consulting Term (such period, the "Indemnification Period"), the Company shall, to the extent permitted by applicable law, defend and indemnify the Employee against any and all claims, lawsuits or administrative proceedings arising in connection with or related to the Employee's employment and Consulting Services (as defined below) with the Company; provided, however, that no indemnification shall be provided for any action or claim brought against the Employee in good faith by the Company for breach of (or to otherwise enforce) this Agreement or any of the Employee's duties and obligations owed to the Company. During the Indemnification Period, the Company shall cover the Employee under the directors and officers liability insurance in place for other executives, including any tail coverage put in place in the event of a sale or business combination of the Company.

10. Waiver of Civil Code Section 1542.

(a) The Employee understands and agrees that the release provided herein extends to all Claims released above, whether known or unknown, suspected or unsuspected. The Employee expressly waives and relinquishes any and all rights he may have under any law designed to prevent the waiver of unknown claims, such as California Civil Code Section 1542, which provides as follows:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

(b) It is the intention of the Employee through this Agreement to fully, finally and forever settle and release the Claims as set forth above. In furtherance of such intention, the release herein given shall be and remain in effect as a full and complete release of such matters notwithstanding the discovery of any additional Claims or facts relating thereto.

11. Release of Federal Age Discrimination Claims by the Employee. The Employee hereby knowingly and voluntarily waives and releases all rights and claims, known or unknown, arising under the Age Discrimination In Employment Act of 1967, as amended ("ADEA"), which he might otherwise have had against the Company or any of the other Releasees regarding any actions which occurred prior to the Effective Date.

12. Rights Under the Older Workers Benefit Protection Act. In accordance with the Older Workers Benefit Protection Act of 1990, the Employee hereby is advised of and acknowledges the following:

(a) The Employee has the right to consult with an attorney before signing this Agreement and is encouraged by the Company to do so;

(b) The Employee has been given twenty-one (21) calendar days after being presented with this Agreement to decide whether or not to sign this Agreement. If the Employee signs this Agreement before the expiration of such period, the Employee does so voluntarily and after having had the opportunity to consult with an attorney; and

(c) The Employee has seven (7) calendar days after signing this Agreement to revoke Sections 7, 9, 10 and 11 of this Agreement (collectively, the "Specified Sections"), which must be revoked in their entirety and as a group, and the Specified Sections of this Agreement (as a group) will not be effective until that revocation period has expired without exercise. The Employee agrees that in order to exercise his right to revoke the Specified Sections of this Agreement within such seven (7) day period, he must do so in a signed writing delivered to the Company's General Counsel, Bryan Smith, by email sent to: Bryan.Smith@Urovant.com before the close of business on the seventh (7th) calendar day after he signs this Agreement. Notwithstanding anything to the contrary in this Agreement, if the Employee timely revokes the Specified Sections of this Agreement, he will not receive or be entitled to any portion of the Payments or other benefits under this Agreement.

13. Confidentiality of Agreement. After the execution of this Agreement by the Employee, neither the Employee, his attorney, nor any person acting by, through, under or in concert with them, shall disclose any of the terms of or amount paid under this Agreement or the negotiation thereof to any individual or entity; provided, however, that the foregoing shall not prevent such disclosures by the Employee to his attorney, tax advisors and/or his spouse, or as may be required by law. The Company agrees that it will not disclose the terms of or amount paid under this Agreement to any individual or entity who does not have a legitimate business need to know; provided, however, that the foregoing shall not prevent such disclosures as may be required by law.

14. No Filings. The Employee warrants that as of the date of execution of this Agreement, he has not commenced, filed, participated in, offered testimony, or assisted any

investigation, hearing, or proceeding (including any whistleblower proceeding) before any federal, state, or local government agency relating to the Company. The Employee further warrants that he has disclosed, or will disclose prior to the execution of this Agreement, any and all known or suspected violations of law. Such disclosure must include how he has firsthand knowledge of the known or suspected violation. If the Employee previously reported such known or suspected violation, such disclosure must also include who the violation was previously reported to and how such violation has not been cured. The Employee also agrees that to the maximum extent allowed by law he will not induce, encourage, solicit or assist any other person or entity to file or pursue any proceeding of any kind against the Company or the other Releasees or voluntarily appear or invite a subpoena to testify in any such legal proceeding. This Section 14 shall not prohibit the Employee from challenging the validity of the ADEA release in Section 11 of this Agreement.

15. Confidential and Proprietary Information.

(a) The Employee acknowledges that during the course of or related to his employment with the Company he was provided access to certain confidential and/or proprietary information regarding the Company and its business that is not generally known outside of the Company and that would not otherwise have been provided to him (collectively, "Confidential and Proprietary Information"). Confidential and Proprietary Information includes, without limitation, the following materials and information (whether or not reduced to writing and whether or not patentable or protected by copyright): legal strategies and advice; trade secrets; inventions; processes; formulae; programs; technical data; financial information; research and product development; marketing and advertising plans and strategies; customer identities, lists, and confidential information about customers and their buying habits; confidential information about prospects, suppliers, distributors, vendors, and key employees; personal information relating to the Company's employees; mailing and email lists; and any other confidential, proprietary and or attorney-client privileged information relating to the Company or its business. The Employee agrees that the Confidential and Proprietary Information is the sole property of the Company. The Employee further agrees that he will not disclose to any person or use any such Confidential and Proprietary Information without the written consent of the Company's General Counsel. If the Employee is served with a deposition subpoena or other legal process calling for the disclosure of Confidential and Proprietary Information, or if he is contacted by any third person requesting such information, he will notify the Company's General Counsel as soon as is reasonably practicable after receiving notice and will cooperate with the Company in preventing or minimizing the disclosure thereof.

(b) Effective as of the Separation Date, the Employee represents and warrants that he has returned all files, customer lists, financial information, mobile devices, computers (and related passwords), and other property of the Company that were in his possession or control without retaining either electronically stored or physical copies thereof; provided, however, that the Employee may retain his work computer following the Separation Date, subject to the Company's satisfaction for removal of all Confidential and Proprietary Information and other Company-related software, data or information. During the Consulting Term, the Employee must use his own equipment in connection with the Consulting Services (as defined below).

(c) Notwithstanding the confidentiality obligations set forth in this Section 15 or elsewhere in this Agreement, the Employee understands that, pursuant to the Defend Trade

Secrets Act of 2016 ("DTSA"), the Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Employee further understands that if a court of law or arbitrator determines that he misappropriated Company trade secrets willfully or maliciously, including by making permitted disclosures without following the requirements of the DTSA as detailed in this Section 15(c), then the Company may be entitled to an award of exemplary damages and attorneys' fees against him.

16. Remedies. The Employee acknowledges that any misappropriation or misuse of trade secrets or unauthorized disclosure of Confidential and Proprietary Information, and any violation of Sections 13, 15 or 17 of this Agreement or the Employment Agreement will result in irreparable harm to the Company, and therefore, the Company shall, in addition to any other remedies, be entitled to immediate injunctive relief. In the event of a breach of any provision of this Agreement by the Employee, including Sections 13, 15, and 17 the Company shall, without excluding other remedies available to them, be entitled to an award in an amount equal to the Payments paid to him as of the date of such breach, and the Company shall be excused from making any Payments that have not yet been paid.

17. Cooperation Clause. During the Consulting Term, the Employee agrees to cooperate with the Company's and its counsel's reasonable requests for information or assistance, including related to any Company internal investigation or review of compliance, legal or any other issues, response to any lawfully served civil or criminal subpoenas, and defense of, or other participation in, any administrative, judicial, or other proceeding arising from any charge, complaint or other action which has been or may be filed relating to the period during which the Employee was engaged in employment with the Company. The Company agrees to reimburse Employee for any reasonable expenses incurred by Employee in connection with such cooperation as long as the parties have discussed and agreed upon the expense before it is incurred. Except as required by law, or authorized in advance by the Company's General Counsel, the Employee will not communicate, directly or indirectly, with any third party, including any person or representative of any group of people or entity who is suing or has indicated that a legal action against the Company or any of its directors or officers is being contemplated, concerning the operations of the Company or the legal positions taken by the Company. If asked about any such individuals or matters, the Employee shall say: "I have no comment," and shall direct the inquirer to the Company's General Counsel. For purposes of clarification, in the event that the Employee does receive a communication from someone who has filed a lawsuit or is contemplating litigation, but the Employee only becomes aware of that fact during that communication, the Employee shall say "I have no comment" at such time and such action will not be in breach of this Section 17.

18. Consulting Services.

(a) Beginning on the Separation Date and continuing until the fifth anniversary of the Separation Date (the "Consulting Term"), the Employee agrees to provide consulting services to the Company as may be reasonably requested by the Board of Urovant Sciences Ltd. from time to time; provided that the Employee and the Board agree that in no event will the Board

require, nor will the Employee perform, a level of services during the Consulting Term that would result in the Employee not having a "separation from service" (within the meaning of Section 409A) from the Company on the Separation Date. These services will be provided at the discretion of the Board and may include but are not limited to (i) performing reasonable transition and integration services related to the Company's business and financial reporting, (ii) advising the Board on strategic Company matters, (iii) advising on or assisting with customer, shareholder, analyst, vendor, healthcare professional, and other relationships, and (iv) any other assignment from the Company's Board, as determined from time-to-time (the "Consulting Services"). The Employee agrees to be available up to forty (40) hours per month on average during the Consulting Term to perform the Consulting Services. The Consulting Services will be performed as may reasonably be requested by the Board after reasonable consultation with the Employee. During the Consulting Term, the Employee shall not represent or hold himself out as an employee of the Company.

(b) The Consulting Term may not be terminated by either the Company or the Employee for any reason, except that the Consulting Term shall automatically terminate with no further consideration upon the Employee's death or upon the Employee's breach of this Section 18(b) and Section 18(d). During the Consulting Term, the Employee agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known by the Employee to be adverse or antagonistic to the Company, its business, or prospects, financial or otherwise, or in any company, person, or entity that is, directly or indirectly, in competition with Vibegron or the overactive bladder (OAB) market. Ownership by the Employee in professionally managed funds over which the Employee does not have control or discretion in investment decisions, or, an investment of less than two percent (2%) of the outstanding shares of capital stock of any corporation with one or more classes of its capital stock listed on a national securities exchange or publicly traded on a national securities exchange or in the over-the-counter market shall not constitute a breach of this section.

(c) During the Consulting Term, Employee will not directly or indirectly, (i) solicit any individual who is, on the Separation Date (or was, during the six (6) month period prior to such date), employed by the Company to terminate or refrain from renewing or extending such employment or to become employed by or become a consultant to any other individual or entity other than the Company, or (ii) initiate discussions with any such employee or former employee for any such purpose or authorize or knowingly cooperate with the taking of any such actions by any other individual or entity.

(d) During the Consulting Term, and with respect to Vibegron or the OAB market only, Employee will not directly or indirectly, (i) induce or attempt to induce (A) any then-current customer, (B) any person or entity as to which Employee was personally involved, during the six (6) month period prior to the Separation Date, in any Company efforts to secure such person or entity as a customer, or (C) any supplier, licensee or other business associate of the Company to cease doing business with the Company, or (ii) interfere with the relationship between any such customer, person or entity, supplier, licensee or business associate, on the one hand, and the Company, on the other hand.

(e) Neither the Consulting Services, the relationship created between the parties hereto pursuant to the provision of the Consulting Services, nor any course of dealing between the

parties related to the Consulting Services is intended to create, or shall create, an employment relationship, a joint venture, partnership or any similar relationship. The Employee acknowledges and agrees that his status at all times during the Consulting Term shall be that of an independent contractor, and that the Employee shall have the right to control and determine the method and means of performing the Consulting Services. The Employee hereby waives any rights to be treated as an employee or deemed employee of the Company or any of its affiliates for any purpose during the Consulting Term.

(f) The Employee and the Company hereby agree that the Employee shall not be entitled to any additional remuneration or fees of any kind for performing the Consulting Services other than the Consulting Fee (as defined below). The Company will not withhold any monies for any state, local or federal taxing authorities from the Consulting Fee. To the extent required by law, the Company shall prepare and file a Form 1099 with the Internal Revenue Service ("IRS") reporting the amount of the Consulting Fee paid to the Employee. The Employee shall pay, when and as due, any and all taxes incurred as a result of the Employee's earning the Consulting Fee, including estimated taxes.

(g) The Employee shall receive as consideration for such Consulting Services the amount of Three-Hundred Forty Nine Thousand Dollars ($349,000) per year paid in equal monthly installments commencing on April 1, 2020, for a period of five (5) years (the "Consulting Fee").

19. Non-disparagement; Reference Checks. The Employee agrees not to disparage or otherwise publish or communicate derogatory statements about the Company, its affiliates, and any director, officer or employee and/or the products and services of the Company to any third party. The Company agrees that its affiliates, current directors and officers shall not disparage or otherwise publish or communicate derogatory statements about the Employee to any third party. The Employee shall direct all prospective employers desiring a reference check to the Company's Chief Human Resources Officer and Senior Vice President, who will only provide the Employee's dates of employment and last position held.

20. Clawback. Notwithstanding any other provisions in this Agreement to the contrary, any amount paid to Employee pursuant to this Agreement or any other agreement or arrangement with the Company which is subject to recovery under any law, government regulation or stock exchange listing requirement will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement).

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflict of laws.

22. Arbitration. The parties hereto agree that any future dispute of any nature whatsoever between them, including, but not limited to, any claims of statutory violations, contract or tort claims, or claims regarding any aspect of this Agreement, its formation, validity, interpretation, effect, performance or breach, or any act which allegedly has or would violate any

provision of this Agreement ("Arbitrable Dispute") will be submitted to arbitration in Orange County, California, unless the parties agree to another location, before an experienced employment arbitrator licensed to practice law in California and selected in accordance with the employment arbitration rules of Judicial Arbitration and Mediation Services, Inc. ("JAMS"), unless the parties agree to a different arbitrator, as the exclusive remedy for any such Arbitrable Dispute. Should any party to this Agreement hereafter institute any legal action or administrative proceeding against the other with respect to any claim waived by this Agreement or pursue any Arbitrable Dispute by any method other than said arbitration, the responding party shall be entitled to recover from the initiating party all damages, costs, expenses and attorneys' fees incurred as a result of such action. This Section 22 shall not restrict actions for equitable relief by the Company for violation of Sections 13, 15 and 17 of this Agreement.

23. Dispute-Related Attorneys' Fees. Except as otherwise provided herein, in any arbitration or other proceeding between the parties arising out of or in relation to this Agreement, including any purported breach of this Agreement, the prevailing party shall be entitled to an award of its costs and expenses, including reasonable attorneys' fees.

24. Attorney's Fees for Agreement. The Employee shall be reimbursed by the Company of the reasonable attorney's fees incurred by the Employee in negotiating this Agreement, up to Ten Thousand Dollars ($10,000), upon the Company's receipt of such appropriate documentation thereof as the Company may require.

25. Non-Admission of Liability. The parties understand and agree that neither the payment of any sum of money nor the execution of this Agreement by the parties will constitute or be construed as an admission of any wrongdoing or liability whatsoever by any party.

26. Severability. If any one or more of the provisions contained herein (or parts thereof), or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity and enforceability of any such provision in every other respect and of the remaining provisions hereof will not be in any way impaired or affected, it being intended that all of the rights and privileges shall be enforceable to the fullest extent permitted by law.

27. Entire Agreement. This Agreement represents the sole and entire agreement among the parties, and, except as expressly stated herein, supersedes all prior agreements, negotiations and discussions among the parties with respect to the subject matters contained herein, including the Compensation Arrangements. Notwithstanding any language to the contrary herein, in the event of a conflict in terms of this Agreement and any other Company documents, including, but not limited, to any plan documents, the terms of this Agreement will prevail.

28. Interpretation. This Agreement has been reviewed by the parties and by their respective attorneys. The parties have had a full opportunity to negotiate the contents hereof. The parties to this Agreement expressly waive any common-law or statutory rule of construction that ambiguities should be construed against the drafter of this Agreement, and agree that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

29. Waiver. No waiver by any party hereto at any time of any breach of, or compliance with, any condition or provision of this Agreement to be performed by any other party hereto may be deemed a waiver of similar or dissimilar provisions or conditions at the same time or at any prior or subsequent time.

30. Amendment. This Agreement may be modified or amended only if such modification or amendment is agreed to in writing and signed by duly authorized representatives of the parties hereto, which writing expressly states the intent of the parties to modify this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original as against any party that has signed it, but all of which together will constitute one and the same instrument. Photographic or other electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

32. Assignment. This Agreement inures to the benefit of and is binding upon the Company and its successors and assigns, but the Employee's rights under this Agreement are not assignable, except to his estate.

33. Notice. All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) if personally delivered; (b) if sent by email; or (c) if mailed by overnight or by first class, certified or registered mail, postage prepaid, return receipt requested, and properly addressed as follows:

If to the Employee: Keith A. Katkin

If to the Company: Urovant Sciences, Inc.
Attn: General Counsel
5281 California Ave., Suite 100
Irvine, CA 92617

Such addresses may be changed, from time to time, by means of a notice given in the manner provided above. Notice will conclusively be deemed to have been given when personally delivered (including, but not limited to, by messenger or courier); or if given by mail, on the third day after being sent by first class, certified or registered mail; or if given by Federal Express or other similar overnight service, on the date of delivery; or if given by email during normal business hours on a business day, when confirmation of transmission is indicated by the sender's machine; or if given by email at any time other than during normal business hours on a business day, the first business day following when confirmation of transmission is indicated by the sender's machine. Notices, requests, demands and other communications delivered to legal counsel of any party hereto, whether or not such counsel shall consist of in-house or outside counsel, shall not constitute duly given notice to any party hereto.

EACH OF THE PARTIES ACKNOWLEDGES THAT HE/IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND IS VOLUNTARILY ENTERING INTO IT, AND THAT IT INCLUDES A WAIVER OF THE RIGHT TO A TRIAL BY JURY; AND THE EMPLOYEE UNDERSTANDS THAT THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

"Employee"

/s/ Keith A. Katkin
Keith A. Katkin

Dated: March 23, 2020

"Company"

UROVANT SCIENCES, INC.

By: /s/ Bryan E. Smith
Name: Bryan E. Smith
Title: General Counsel

Dated: March 23, 2020

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (the "**Agreement**"), is hereby made between Urovant Sciences, Inc. (the "**Company**") and James Robinson ("**you**") (collectively, the "**Parties**"). This Agreement shall become effective on March 23, 2020 (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 Chief Executive 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 Board of Directors (the "**Board**") of Urovant Sciences Ltd. ("**Parent**"), the Company's parent, 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. You will be appointed to the Board as of the Effective Date. Upon your termination of employment for any reason or in the event that you no longer serve as the Company's Chief Executive Officer, you will automatically be terminated as a member of the Board.

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 Seven Hundred Fifty Thousand Dollars ($750,000) 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 be subject to annual review by the Board (or a committee thereof).

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 80% 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 each calendar year, and your first eligibility to participate in the Performance Bonus Plan will begin with fiscal year 2020 (i.e, April 1, 2020 through March 31, 2021). Whether you receive a Performance Bonus for any given fiscal year, and the amount of any such Performance Bonus, will be determined by the Board (or a committee thereof) in its sole discretion, and is based on Company performance and your achievement of objectives and milestones to be determined by the Board (or a committee thereof) for the applicable 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 May 15th following each fiscal year.

3. Equity Incentive. Subject to the approval of the Board (or a committee thereof), you will receive a Stock Appreciation Right Grant Notice pursuant to, and subject to, Parent's 2017 Equity Incentive Plan, as Amended and Restated, pursuant to which you will be granted stock appreciation rights with a grant date fair value of $5,000,000 (the "**Initial SARs**") as soon as practicable following your employment start date. The number of common shares of Parent underlying the Initial SARs shall be determined using a Black-Scholes or other option pricing model as determined by the Board (or a committee thereof) in its sole discretion. The Initial SARs will (i) be subject to a 4-year vesting period, with 25% vesting at year one (1) following the grant date and quarterly vesting thereafter over three (3) years, as well as any other terms and conditions contained in the grant agreement; (ii) have an exercise or strike price per share equal to the closing price of a share of Parent common stock on the grant date and expire and cease to be exercisable on the ten (10) year anniversary of the grant date; and (iii) be settled in cash or common shares of Parent (to be determined by the Board (or a committee thereof) in its sole discretion). Per your Stock Appreciation Right Grant Notice, if your employment with the Company is terminated by the Company without Cause or you resign for Good Reason, in either event, within twelve (12) months following a Change In Control, then the Initial SARs shall immediately become fully vested and will automatically be settled on the sixtieth (60th) day following such termination, provided the Separation Agreement (as discussed in Section 9.5) has become effective. In addition, if Sumitomo Dainippon Pharma, Co., Ltd. ("**Sumitomo Dainippon**") or any affiliate of Sumitomo Dainippon acquires ownership of 100% of the outstanding shares of Parent common stock at any time following the Effective Date, then all of the then-outstanding Initial SARs shall immediately become fully vested, subject to your continued employment through the date of such acquisition.

You will also be eligible to receive additional discretionary annual equity incentive grants in amounts commensurate with your position, based upon meeting Company and individual performance metrics as determined by the Board (or a committee thereof) in its sole discretion.

4. Sign-On Bonus. You are entitled to an aggregate sign-on bonus of One Million Six Hundred Thousand Dollars ($1,600,000) to be paid as follows: (i) One Million Dollars ($1,000,000) (the "**First Tranche**") will be promptly paid following your employment start date but in no event later than thirty (30) days after such start date, (ii) Three Hundred Thousand Dollars ($300,000) (the "**Second Tranche**") will be promptly paid after the first anniversary of

your start date, but in no event later than thirty (30) days following such anniversary date, subject to your continued employment with the Company through such anniversary date, and (iii) the remaining Three Hundred Thousand Dollars ($300,000) (the "**Third Tranche**") will be promptly paid after the second anniversary of your start date, but in no event later than thirty (30) days following such anniversary date, subject to your continued employment with the Company through such anniversary date. If you resign without Good Reason or the Company terminates your employment for Cause prior to the second anniversary of your start date, regardless of the number of days (if any) you were employed by the Company prior to such termination, you shall immediately reimburse the Company for the full amount of the First Tranche in its entirety. In addition, if you resign without Good Reason or the Company terminates your employment for Cause (a) after the first anniversary of your start date but prior to the second anniversary of your start date, you shall immediately reimburse the Company the pro-rata portion of the Second Tranche, calculated by multiplying the Second Tranche by a fraction, the numerator of which is the number of days remaining after such termination in the one-year period following the first anniversary of your start date and the denominator of which is 365, or (b) after the second anniversary of your start date but prior to the third anniversary of your start date, you shall immediately reimburse the Company the pro-rata portion of the Third Tranche, calculated by multiplying the Third Tranche by a fraction, the numerator of which is the number of days remaining after such termination in the one-year period following the second anniversary of your start date and the denominator of which is 365.

5. Relocation Assistance. Subject to your continued employment, you are eligible to receive up to twelve (12) months of Company paid temporary living to assist you in your transition. This will include a reasonable furnished corporate apartment in or near Irvine, California and car rental while you are in Irvine, California. The Company will also cover weekly flights between Orange County, California and Chicago, Illinois following your start date and prior to your permanent relocation to Orange County. We will require that flights are booked through our company provided travel agency and are purchased in advance to obtain best pricing possible. The Company will not cover change fees unless agreed upon in advance due to business related circumstances. You are expected to relocate from Chicago, Illinois to the Irvine, California metropolitan area by the twelve (12) month anniversary of your state date. In connection with this relocation, the Company will provide you a relocation package consistent with market standards for executives of a company of a similar size and similar nature of the Company to relocate near the Company's office in Irvine, California.

6. 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 the Board.

7. 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 the first full month after your employment begins. 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.

8. 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.

9. Termination of Employment; Severance Benefits.

9.1 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 (as in effect as of the date of your employment termination or immediately prior to the Change in Control, whichever is higher, 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 (and in all events within seventy-five (75) days after your Separation from Service), provided the Separation Agreement (as discussed in Section 9.5) has become effective.

b. The Company shall pay you, as additional severance, an amount equal to the sum of (i) the average of actual Performance Bonuses paid to you with respect to the two completed fiscal years prior to the year of termination, or if less than two fiscal years have been completed at the time of such termination, the actual Performance Bonus paid to you with respect to the most recently completed fiscal year, or if no full fiscal year has been completed at the time of such termination, 100% of your target annual Performance Bonus for the year of termination (such amount determined under this clause (i), the "**Bonus Severance**"); and (ii) a pro rata Bonus Severance, calculated by multiplying the Bonus Severance amount by a fraction, the numerator of which is the number of days worked in the performance year of such termination 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 (and in all events within seventy-five (75) days 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 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 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.

9.2 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 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 "**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 (and in all events within seventy-five (75) days after your Separation from Service), provided the Separation Agreement (as discussed in Section 9.5) has become effective.

b. The Company shall pay you, as additional severance, an amount equal to the Bonus Severance (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 (and in all events within seventy-five (75) days after your Separation from Service), provided the Separation Agreement (as discussed in Section 9.5) 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 twelve (12) 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.

9.3 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 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, provided the Separation Agreement (as discussed in Section 9.5) 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.

9.4 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 9.

9.5 Conditions to Receipt of Severance Benefits. The receipt of any applicable Severance Benefits pursuant to this Section 9 or the vesting acceleration and settlement of the Initial SARs described in Section 3 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**"). The Separation Agreement will be provided to you within seven (7) days following your Separation from Service, and you will have twenty-one (21) days (or forty-five (45) days to the extent required to comply with applicable law) to sign 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.

9.6 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.

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 (following your relocation near the Company's office); (iv) the failure of any successor to expressly assume and agree to perform the severance provisions in this Agreement; or (v) any change in your reporting relationship requiring you to report to any individual or body other than the Board, unless such change requires you to report to the then-Chief Executive Officer of Sumitovant Biopharma Ltd. (currently Myrtle Potter) or an equivalent-level executive officer of Sumitomo Dainippon. For the avoidance of doubt, Sumitomo Dainippon taking the Company private and delisting the Company's shares from NASDAQ will not trigger Good Reason under 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 ninety (90) 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.

10. Section 280G. If any payment or benefit you would receive from the Company and its Subsidiaries or an acquiror pursuant to this Agreement, 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 10. 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 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.

11. 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 not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Code 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 Code 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 Code 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 Section 11 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.

12. 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.

13. 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.

14. Outside Activities During Employment.

14.1 Non-Company Business. Except with the prior written consent of the Board, 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 and, subject to prior written consent of the Board, you may serve on the board of directors of other corporations, so long as such activities or services do not materially interfere with the performance of your duties hereunder.

14.2 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.

15. General Provisions.

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7 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 11, 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/ Bryan E. Smith
Name: Bryan E. Smith
Title: General Counsel

EXECUTIVE

/s/ James Robinson
James Robinson

Date: March 23, 2020

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: /s/ James Robinson
Employee Printed Name: James Robinson

Dated: March 23, 2020

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 7(a), above), which you have developed or in which you have some ownership interest:

2. Please describe any Inventions (as defined in paragraph 7(a), above), which you have developed or in which you have some ownership interest:

Employee Signature: /s/ James Robinson
Employee Printed Name: James Robinson

Dated: March 23, 2020

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.

/s/ James Robinson	March 23, 2020
Employee Signature	Date
James Robinson	
Printed Name	

Exhibit 99.1

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Urovant Sciences Appoints James Robinson as President and Chief Executive Officer

- Mr. Robinson will assume the role of President and CEO and continue as a Urovant Board Member
- Mr. Robinson's deep experience in the urology and overactive bladder markets makes him ideally suited to succeed Keith Katkin as Urovant prepares for the potential approval and commercial launch of vibegron
- Keith Katkin, Urovant Sciences' founding CEO, will serve as an advisor to the Board of Directors for the next five years

IRVINE, Calif. and BASEL, Switzerland March 23, 2020/Business Wire – Urovant Sciences (Nasdaq: UROV) today announced the appointment of accomplished industry veteran Jim Robinson to the position of President and Chief Executive Officer. Mr. Robinson will continue his service as a member of the Urovant Board of Directors. Mr. Robinson is succeeding Urovant's founding CEO Keith Katkin, who will transition to the role of advisor to the Urovant Board for the next five years.

"Since the founding of Urovant, our intention has been to evolve to the point where we would identify a highly-talented and capable CEO with the right commercial and biotech leadership experience who could lead Urovant through its next growth phase as a commercial company. With our vibegron new drug application on file with the FDA and the strong financial support of Sumitomo Dainippon Pharma, now is the perfect time to transition the leadership of Urovant to Jim Robinson," said Mr. Katkin. "Having worked closely with Jim on the Urovant Board, I know he is the right leader at this stage of the Company's growth, and I look forward to working with Jim and the rest of the Urovant Board to deliver on the commercial promise of vibegron, as well as our entire clinical pipeline. Jim has the background, experience and entrepreneurial spirit to drive near-term shareholder value creation as well as long-term success."

Mr. Robinson is a veteran life sciences executive with nearly 30 years in the healthcare industry. He joins Urovant from Paragon Biosciences where he served as President and Chief Operating Officer, and also served as CEO of Qlarity Imaging, a Paragon portfolio company. Prior to joining Paragon, he was President and Chief Operating Officer of Alkermes, a leader in innovative medicines that addresses the unmet needs and challenges of people living with debilitating diseases. Previously, Mr. Robinson was President of Americas Operations at Tokyo–based Astellas Pharma, where he oversaw approximately $4 billion in revenue generation within North and South America and presided over the commercial launches of two of the most successful overactive bladder therapies in the United States. He began his career in 1992 at Schering-Plough Corporation, where he rose through the ranks to become Vice President in charge of hepatitis sales.

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“Jim’s leadership qualities combined with his strategic vision, track record of successfully leading high-growth businesses and relevant commercial expertise make him ideally suited to lead Urovant from the Company’s current clinical phase into a commercial phase, with the potential launch of its lead drug candidate vibegron,” said Myrtle Potter, Chairman of the Board of Urovant Sciences. “With proven experience leading the commercialization of urology and overactive bladder treatments inside and outside the United States, we are certain that Jim will help us realize the full potential of the Company’s portfolio for the benefit of patients suffering from urologic disorders. I would like to thank Keith for all of his hard work in leading Urovant through its initial public offering and setting up the Company for long-term success by filing the vibegron NDA and securing financial backing from Sumitomo Dainippon Pharma.”

“This is a very exciting time for Urovant with our recent filing of the vibegron NDA and great progress being made across all of our other clinical programs,” said Mr. Robinson. “Having worked with Keith and the Urovant Board since shortly after Urovant’s initial public offering, I am delighted to expand my responsibilities from a Board member to President and CEO. I look forward to a long relationship with the management team and broader organization as we work together to realize our vision for Urovant Sciences. Having led successful launches of other prescription drugs for overactive bladder, I have confidence in the potential benefits of vibegron and believe it has the potential to help the millions of Americans suffering from this condition if approved by the U.S. FDA.”

About Urovant Sciences

Urovant Sciences is a clinical-stage biopharmaceutical company focused on developing and commercializing innovative therapies for urologic conditions. The Company’s lead product candidate, vibegron, is an oral, once-daily small molecule beta-3 agonist that is being evaluated for overactive bladder (OAB). Urovant Sciences reported positive data from the vibegron 12-week, Phase 3 pivotal EMPOWUR study and demonstrated favorable longer-term efficacy, safety, and tolerability in a 40-week extension study. The Company submitted a New Drug Application to the FDA seeking approval of vibegron for the treatment of patients with OAB in December 2019. Vibegron is also being evaluated for treatment of OAB in men with benign prostatic hyperplasia (OAB+BPH) and for abdominal pain associated with irritable bowel syndrome (IBS). Urovant’s second product candidate, URO-902, is a novel gene therapy being developed for patients with OAB who have failed oral pharmacologic therapy. Urovant Sciences, a subsidiary of Sumitovant Biopharma Ltd., which is a wholly-owned subsidiary of Sumitomo Dainippon Pharma Co., Ltd., intends to develop novel treatments for additional urologic diseases. Learn more about us at www.urovant.com.

About Sumitovant Biopharma Ltd.

Sumitovant is a global biopharmaceutical company with offices in New York City and London. Sumitovant is a wholly owned subsidiary of Sumitomo Dainippon Pharma. Sumitovant is the majority shareholder of Urovant and Myovant, and wholly owns Enzyvant, Spirovant, and Altavant. Sumitovant's promising pipeline is comprised of early-through late-stage investigational medicines across a range of disease areas targeting high unmet need. For further information about Sumitovant, please visit https://www.sumitovant.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 2005 merger 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 (i) Urovant's plans to advance the clinical development and seek U.S. FDA approval of vibegron in patients with OAB; (ii) the potential commercial value and efficacy of vibegron and Urovant's other clinical programs; (iii) the ability of Urovant to obtain financing, including from Sumitomo Dainippon Pharma; and (iv) the ability of Mr. Robinson to oversee the commercialization of vibegron and Urovant's other drug candidates. 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: 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; the ability of the Company to commercialize its drug candidates upon approval, including the Company's reliance on third parties to facilitate its commercialization; Urovant's 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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