

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. *)

Axovant Sciences Ltd.

(Name of Issuer)

Common shares, \$0.00001 par value per share

(Title of Class of Securities)

G0750W104

(CUSIP Number)

**Suite 1, 3rd Floor,
11-12 St. James's Square,
London SW1Y 4LB,
United Kingdom
+44 (117) 918-1293**

**With copies to:
Chang-Do Gong
White & Case LLP
1221 Avenue of the Americas
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(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

June 5, 2018

(Date of Event Which Requires Filing of this Statement)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

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

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

CUSIP No. G0750W104

1. Name of Reporting Persons: Roivant Sciences Ltd.
I.R.S. Identification Nos. of Above Persons (Entities Only):

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
WC (see Item 3)

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Bermuda

7. Sole Voting Power
89,285,714 (see Item 5)

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
0 (see Item 5)

9. Sole Dispositive Power
89,285,714 (see Item 5)

10. Shared Dispositive Power
0 (see Item 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person
89,285,714 (see Item 5)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
73.1% (see Item 5)

14. Type of Reporting Person (See Instructions)
CO

EXPLANATORY NOTE

This report on Schedule 13D (the “**Schedule 13D**”) of Roivant Sciences Ltd. (“**Roivant**” or the “**Reporting Person**”) relates to the common shares, \$0.00001 par value (the “**Common Shares**”), of Axovant Sciences Ltd. (the “**Issuer**”). As disclosed in its Schedule 13G filed on February 16, 2016 with the Securities and Exchange Commission (the “**SEC**”), Roivant was the sole owner of the Issuer’s Common Shares prior to its initial public offering completed on June 11, 2015, and as such was eligible to file a report on Schedule 13G after the initial public offering pursuant to Rule 13d-1(d) under the Securities Exchange Act of 1934, as amended. Roivant is filing this Schedule 13D because, following its acquisition of 14,285,714 Common Shares on June 5, 2018 as reported in Item 3 of this Schedule 13D (which represented an increase of more than 2% of Roivant’s Common Shares 12 months before such acquisition), Roivant is no longer eligible to file a report on Schedule 13G.

Item 1. Security and Issuer

Item 2. Identity and Background

(a) Reporting Person (Roivant)

This Schedule 13D is filed by Roivant Sciences Ltd. (“**Roivant**” or the “**Reporting Person**”), an exempted limited company incorporated under the laws of Bermuda. The principal business address of Roivant is Suite 1, 3rd Floor, 11-12 St. James's Square, London SW1Y 4LB, United Kingdom.

Roivant is principally engaged in the business of forming and supporting companies engaged in drug development and commercialization. It partners with biopharmaceutical companies and academic institutions to ensure that medicines are rapidly developed and delivered to patients upon approval. Roivant also launches healthcare companies operating outside of traditional biopharmaceutical development.

Covered Persons

Roivant Covered Persons

Roivant has a board of directors (collectively, the “**Roivant Covered Persons**”). The principal business address of each of the Roivant Covered Persons is Suite 1, 3rd Floor, 11-12 St. James's Square, London SW1Y 4LB, United Kingdom. The name, present principal occupation and country of citizenship of each of the Roivant Covered Persons is set forth below, along with the principal business address of the employer of each of the Roivant Covered Persons.

Name	Principal Business Address of Employer	Present Principal Occupation	Citizenship
Andrew Lo	c/o Roivant Sciences Ltd., Suite 1, 3rd Floor, 11-12 St. James's Square, London SW1Y 4LB, United Kingdom	Charles E. and Susan T. Harris Professor, MIT Sloan School of Management; Director of the MIT Laboratory for Financial Engineering; Principal Investigator at the MIT Computer Science and Artificial Intelligence Laboratory	United States
Patrick Machado	c/o Roivant Sciences Ltd., Suite 1, 3rd Floor, 11-12 St. James's Square, London SW1Y 4LB, United Kingdom	Chairman, Armaron Bio Pty. Ltd.; Director, Endocyte, Inc.; Director, Chimerix, Inc.; Director, SCYNEXIS, Inc.; Director, Adverum Biotechnologies, Inc.	United States

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Keith Manchester, M.D.	1177 Avenue of the Americas, 9 th Floor New York, New York 10036	Managing Director and Head of Life Sciences, QVT Financial LP	United States
Akshay Naheta	69 Grosvenor Street London X0 W1K3JP, United Kingdom	Partner, SoftBank Investment Advisers and Managing Director for Strategic Finance, Softbank Group	United Kingdom
Ilan Oren	1 Dexcel Street, Or Akiva, 3060000, Israel	Vice President, Business Development, Dexcel Pharma Technologies Ltd.	Israel
Vivek Ramaswamy	c/o Roivant Sciences Ltd., Suite 1, 3rd Floor, 11-12 St. James's Square, London SW1Y 4LB, United Kingdom	President and Chief Executive Officer, Roivant Sciences, Inc.	United States

Control Persons of Roivant

The following persons, which include shareholders of Roivant and their control persons, may be deemed to control Roivant within the meaning of Instruction C to Schedule 13D, due to the power of the shareholders under Roivant's internal governance documents to direct or cause the direction of the management and policies of Roivant:

- (i) SVF Investments (UK) Limited, a limited company organized under the laws of England and Wales (“**SVF Investments**”), SVF Holdings (UK) LLP, a limited liability partnership organized under the laws of England and Wales (“**SVF Holdings**”), SoftBank Vision Fund L.P., a limited partnership organized under the laws of Jersey (“**SoftBank Vision Fund**”), and SVF GP (Jersey) Limited, a limited company organized under the laws of Jersey (“**SVF GP**”, and collectively with SVF Investments, SVF Holdings and SoftBank Vision Fund, “**SoftBank**”);
- (ii) QVT Family Office Fund LP (f/k/a QVT Fund V LP), a Cayman Islands limited partnership (“**QVT Family**”), QVT Financial LP, a Delaware limited partnership (“**QVT Financial**”), QVT Financial GP LLC, a Delaware limited liability company (“**QVT Financial GP**”), and QVT Associates GP LLC, a Delaware limited liability company (“**QVT Associates**”, and collectively with QVT Family, QVT Financial and QVT Financial GP, “**QVT**”);
- (iii) Dexxon Holdings Ltd., incorporated under the laws of Israel (“**Dexxon Holdings**”), Dexcel Pharma Technologies Ltd., incorporated under the laws of Israel (“**Dexcel Pharma**”), and Dan Oren, a citizen of Israel (collectively with Dexxon Holdings and Dexcel Pharma, “**Dexxon**”); and
- (iv) Viking Global Investors LP, a Delaware limited partnership (“**VGI**”), VGP Global Performance LLC, a Delaware limited liability company (“**VGP**”), Viking Global Equities LP, a Delaware limited partnership (“**VGE**”), Viking Global Equities II LP, a Delaware limited

partnership (“VGEII”), VGE III Portfolio Ltd., a Cayman Islands exempted company (“VGEIII”), Viking Long Fund GP LLC, a Delaware limited liability company (“VLFGP”), Viking Long Fund Master Ltd., a Cayman Islands exempted company (“VLFM”), Viking Global Opportunities GP LLC, a Delaware limited liability company (“Opportunities GP”), Viking Global Opportunities Portfolio GP LLC, a Delaware limited liability company (“Opportunities Portfolio GP”), and Viking Global Opportunities Illiquid Investments Sub-Master LP, a Cayman Islands exempted limited partnership (“Opportunities Fund”, and together with VGI, VGP, VGE, VGEII, VGEIII, VLFGP, VLFM, Opportunities GP and Opportunities Portfolio GP, “Viking”).

See Appendix A to this Schedule 13D for certain information regarding each of SoftBank, QVT, Dexxon and Viking and their directors and executive officers, as applicable. As set forth on Appendix A, the “Covered Persons” include the Roivant Covered Persons, the SoftBank Covered Persons, the QVT Covered Persons, the Dexxon Covered Persons and the Viking Covered Persons (each as defined in Appendix A).

- (b) The principal business address of each of Roivant, as the Reporting Person, and the Covered Persons is set forth in Item 2(a) above, including Appendix A.

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- (c) The principal business and principal business address of Roivant, as the Reporting Person, is set forth in Item 2(a) above. Additionally, the present principal occupation of each of the Covered Persons and the name, principal business and address of the organizations in which such occupation is conducted is set forth in Item 2(a) above, including Appendix A.
- (d) During the last five years, Roivant has not been convicted, and to Roivant’s knowledge, none of the Covered Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, Roivant has not been a party, and to Roivant’s knowledge, none of the Covered Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction such that, as a result of such proceeding, such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) The place of organization of each of Roivant, as the Reporting Person, and the citizenship or place of organization, as applicable, of each of the Covered Persons is set forth in Item 2(a) above, including Appendix A.

Item 3. Source and Amount of Funds or Other Consideration

Prior to the Issuer’s initial public offering on June 11, 2015, Roivant was the Issuer’s sole shareholder, directly owning 75,000,000 Common Shares. On June 5, 2018, Roivant entered into a share purchase agreement (the “Share Purchase Agreement”), pursuant to which the Issuer agreed to issue and sell to Roivant 14,285,714 Common Shares at a purchase price of \$1.75 per share in a private placement (the “Private Placement”), equal to the per share closing price of the Common Shares on the Nasdaq Global Select Market on June 5, 2018. Roivant provided the financing in connection with the Issuer’s entry into a license agreement with Oxford BioMedica (UK) Ltd. for the development and commercialization of OXB-102 (now AXO-Lenti-PD) and related gene therapy products for all diseases and conditions.

The Private Placement is expected to close in July 2018, subject to the satisfaction or waiver of customary closing conditions. As a condition to the closing of the Share Purchase Agreement, the Issuer is required to obtain written consents of its shareholders sufficient to approve the issuance of the Common Shares to Roivant under Rule 5635(a) of The Nasdaq Stock Market LLC. Because Roivant, as majority shareholder, has provided such consent, Roivant is deemed to beneficially own the 14,285,714 Common Shares to be issued and sold in the Private Placement as of the date of the Share Purchase Agreement, when there were no material contingencies to beneficial ownership outside of its control. The consent will not formally take effect until 20 calendar days after the Issuer has given or sent to shareholders its definitive information statement on Schedule 14C.

This description does not purport to be complete and is qualified in its entirety by reference to the Share Purchase Agreement, a copy of which is filed as Exhibit 7.01 to this Schedule 13D and which is incorporated herein by reference.

Item 4. Purpose of Transaction

To the extent required by Item 4, the information contained in Items 3 above and 6 below is incorporated herein by reference.

Roivant purchased the 14,285,714 Common Shares to enable Roivant to increase its investment in the Issuer. As the Issuer’s majority shareholder, Roivant may provide additional financing to the Issuer from time to time in the form of an investment in equity or debt securities of the Issuer or, loans, including in connection with business development transactions or financing commitments in relation thereto.

As the majority shareholder of the Issuer, Roivant may have significant or controlling influence over various matters with respect to its investment in the Issuer under the Issuer’s Amended and Restated Bye-laws (the “Bye-laws”), including, among other things: (i) modifying the rights of the holders of the Common Shares; (ii) calling a special

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general meeting of holders of Common Shares or taking action by written consent pursuant to the required vote; (iii) removing or (re-)electing directors; (iv) approving or vetoing a merger or amalgamation following any required action by the Issuer’s board of directors; (v) amending the Issuer’s memorandum of association or taking actions to annul such amendments; and (vi) amending the Bye-laws following any required action by the Issuer’s board of directors. Additionally, Vivek Ramaswamy and Ilan Oren are currently members of the Issuer’s board of directors and are involved in the Issuer, and certain other Covered Persons may in the future be involved as directors or executive officers of the Issuer, in reviewing and evaluating possible transactions involving the Issuer and identifying candidates to serve on the Issuer’s board of directors. Through its majority shareholder status and through affiliations with Covered Persons with managerial positions at the Issuer, Roivant may be involved in transactions of the sort described in clauses (a) through (j) of Item 4 of Schedule 13D.

Additionally, Roivant and the Issuer are party to several commercial agreements, including an information sharing and cooperation agreement. The information sharing and cooperation agreement was amended and restated to contain substantially similar terms in connection with the Private Placement, and will take effect upon closing of the Private Placement. Additionally, certain of Roivant's subsidiaries are parties to services agreements with certain of the Issuer's subsidiaries. Currently, Roivant has no plans in respect of these commercial agreements that would involve transactions of the sort described in clauses (a) through (j) of Item 4 of Schedule 13D, and such agreements do not otherwise relate to securities of the Issuer within the meaning of Item 6 of Schedule 13D. Roivant may from time to time, however, be involved in transactions of the sort described in clauses (a) through (j) of Item 4 of Schedule 13D in connection with these commercial arrangements. Other than as required by Items 4 or 6 of Schedule 13D, Roivant does not anticipate making any public disclosures in connection with its participation in routine transactions and activities of the Issuer, including under these commercial arrangements, separate and apart from relevant public disclosures by the Issuer.

Roivant intends to review its investment in the Issuer on a continuing basis and may, from time to time, take such actions regarding that investment as it deems appropriate. These actions may include: (i) acquiring additional Common Shares and/or other equity, debt, notes, other securities or derivative or other instruments of the Issuer that are based upon or relate to the value of Common Shares (collectively, "**Securities**") in the open market or otherwise, including in connection with business development transactions or financing commitments in relation thereto; (ii) disposing of any or all of their Securities in the open market or otherwise; (iii) engaging in any hedging or similar transactions with respect to the Securities; or (iv) proposing or considering one or more of the actions described in clauses (a) through (j) of Item 4 of Schedule 13D. In determining whether to carry out any of the above-mentioned actions, Roivant may consider factors such as the Issuer's financial position and strategic direction, actions taken by the Issuer's Board, price levels of the Common Shares, conditions in the securities market and general economic and industry conditions.

Other than as described in this Item 4, Roivant does not have current plans or proposals that relate to or that would result in any of the transactions or other matters specified in clauses (a) through (j) of Item 4 of Schedule 13D. Roivant may, at any time, review or reconsider its position with respect to the Issuer and reserves the right to develop such plans or proposals.

Item 5. Interest in Securities of the Issuer

(a) Reporting Person (Roivant)

Roivant directly beneficially owns 89,285,714, or 73.1%, of the Common Shares, and has sole voting and dispositive power over such Common Shares. Roivant disclaims beneficial ownership in all Common Shares reported herein, except to the extent of Roivant's respective pecuniary therein.

Covered Persons

Roivant Independent Directors and Shareholders

As disclosed on reports on Schedule 13D previously filed by them, certain of the Covered Persons may be deemed beneficial owners of the Common Shares directly owned by Roivant pursuant to arrangements in Roivant's internal governance documents. These Covered Persons are not reporting persons on this Schedule 13D.

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Following the appointment to Roivant's board of directors of one or more directors meeting certain independence criteria (each, an "**Independent Director**" and, collectively, the "**Independent Directors**"), dispositions of the Common Shares require the approval of a majority of Roivant's Board, including (i) at least two Independent Directors or, (ii) if there is only one independent director, that sole Independent Director. Andrew Lo and Patrick Machado are currently Independent Directors of Roivant. Additionally, SoftBank, QVT, Dexas and Viking, voting unanimously, have the right to override certain decisions of the Roivant board of directors, including with respect to dispositions of Common Shares. Based on these arrangements, the Covered Persons set forth below may be deemed to share "dispositive power" and, therefore, beneficial ownership over the Common Shares directly owned by Roivant. Such persons do not have voting power over the Common Shares directly owned by Roivant.

- (i) Andrew Lo;
- (ii) Patrick Machado;
- (iii) SVF Investments, SVF Holdings, SoftBank Vision Fund and SVF GP;
- (iv) QVT Family, QVT Financial, QVT Financial GP and QVT Associates;
- (v) Dexas Holdings, Dexas Pharma and Dan Oren; and
- (vi) VGI, VGP, VGE, VGE II, VGE III, VLFGP, VLFGM, Opportunities GP, Opportunities Portfolio GP, Opportunities Fund, O. Andreas Halvorsen, David C. Ott and Rose S. Shabet.

Vivek Ramaswamy

As of the date hereof, Vivek Ramaswamy beneficially owns 357,000 Common Shares, all of which are subject to an immediately exercisable option. For more information regarding Vivek Ramaswamy's option, see Item 6.

All share percentage calculations in this Schedule 13D are based on 122,073,788 Common Shares outstanding, equal to (i) 107,788,074 Common Shares outstanding as of June 7, 2018, as reported in the Issuer's annual report on Form 10-K for the year ended March 31, 2018 filed with the SEC on June 11, 2018, and (ii) 14,285,714 Common Shares to be issued to Roivant after the written shareholder consent takes effect as described in Item 3, subject to no material contingencies outside of Roivant's control.

- (b) See rows 7-10 of the cover page to this Schedule 13D for information regarding Roivant's power to vote or direct the vote and its power to dispose or direct the disposition of the Common Shares. Such information for the Covered Persons, who are not reporting persons on this Schedule 13D, is set forth in Item 5(a).
- (c) Except as disclosed in this Schedule 13D, Roivant has not effected and, to Roivant's knowledge, none of the Covered Persons has effected any transactions in the Common Shares during the past 60 days.

(d) Except as disclosed in this Schedule 13D, no person other than Roivant has the right to receive, or the power to direct the receipt of dividends from, the proceeds from the sale of the shares to which this Schedule 13D relates.

(e) Not applicable.

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

To the extent required by Item 6, the information contained in Items 3, 4 and 5 above is incorporated herein by reference.

Vivek Ramaswamy and Ilan Oren are members of the Issuer's board of directors. Vivek Ramaswamy previously received equity compensation as an executive officer of the Issuer, before he stepped down from that role. As current non-employee directors of the Issuer, both Vivek Ramaswamy and Ilan Oren have declined to receive any cash or equity compensation for their service as directors under the non-employee director program.

Vivek Ramaswamy's stock option was granted to him on April 29, 2016, has a \$13.00 exercise price and a ten-year term, and vests over a period of four years, with one quarter of the Common Shares underlying the option vesting on April 29, 2017 and the remainder vesting in 12 equal quarterly installments thereafter. The option allows for early

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exercise, subject to the Issuer's repurchase option with respect to any unvested Common Shares. This description does not purport to be complete and is qualified in its entirety by reference to the Forms of Option Notice Grant and Option Agreement under the Issuer's 2015 Equity Incentive Plan, as amended, copies of which are filed as Exhibit 7.02 to this Schedule 13D and which are incorporated herein by reference.

Item 7. Materials to be Filed as Exhibits

Exhibit No.	Description
7.01	Share Purchase Agreement by and between Roivant Sciences Ltd. and Axovant Sciences Ltd., dated as of June 5, 2018.
7.02	Forms of Option Notice Grant and Option Agreement under Axovant Sciences Ltd.'s 2015 Equity Incentive Plan, as amended (incorporated by reference to Exhibit 10.2 to Amendment No. 1 to Axovant Sciences Ltd.'s Registration Statement on Form S-1 (File No. 333-204073), filed with the SEC on May 22, 2015).

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SIGNATURES

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

Dated: June 15, 2018

Roivant Sciences Ltd.

By: /s/ Marianne Romeo Dinsmore

Name: Marianne Romeo Dinsmore

Title: Authorized Signatory

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APPENDIX A

As used in this Schedule 13D, the term "Covered Persons" refers to each of the Roivant Covered Persons, the SoftBank Covered Persons, the QVT Covered Persons, the Dexxon Covered Persons and the Viking Covered Persons.

SoftBank Covered Persons

SVF Investments is a wholly owned subsidiary of SVF Holdings. SoftBank Vision Fund is the managing member of SVF Holdings. SVF GP is the general partner of Softbank Vision Fund. As such, each of SVF Investments, SVF Holdings, SoftBank Vision Fund and SVF GP may be deemed to share beneficial ownership of the Common Shares directly owned by Roivant.

The principal executive offices of SVF Investments, SVF Holdings and SoftBank Vision Fund is 69 Grosvenor Street, London, United Kingdom W1K 3JP. The principal executive office of SVF GP is Aztec Group House, 11-15 Seaton Place, St. Helier, Jersey JE4 0QH.

The principal business of SVF GP is the management and control of the business of the SoftBank Vision Fund. The principal business of the SoftBank Vision Fund is to engage in making investments in securities of public and private companies. The principal business of SVF Investments and SVF Holdings is to directly hold securities of public and private companies, as determined by SVF GP, via SoftBank Vision Fund.

Each of Jonathan Bullock, Rajeev Misra, Simon King and Robert David Milner is a managing director of SVF GP. Their principal business addresses, present principal occupations and countries of citizenship are set forth below. SVF Investments, SVF Holdings, SoftBank Vision Fund, SVF GP and such managing directors of SVF GP are referred to herein as the "SoftBank Covered Persons."

Name

Principal Business Address

Present Principal

Citizenship

		Occupation	
Jonathan Bullock	69 Grosvenor Street, London, United Kingdom W1K 3JP	Director, SVF GP	United Kingdom
Rajeev Misra	69 Grosvenor Street, London, United Kingdom W1K 3JP	Director, SVF GP	United Kingdom
Simon King	Aztec Group House 11-15 Seaton Place, St. Helier, Jersey JE4 0QH	Director, SVF GP	United Kingdom
Robert David Milner	Aztec Group House 11-15 Seaton Place, St. Helier, Jersey JE4 0QH	Director and Attorney, SVF GP	United Kingdom

QVT Covered Persons

QVT Financial acts as the investment manager of QVT Family. QVT Financial GP is the general partner of QVT Financial. QVT Associates is a general partner of QVT Family. As such, each of QVT Family, QVT Financial, QVT Financial GP and QVT Associates may be deemed to share beneficial ownership of the Common Shares directly owned by Roivant.

The registered office of QVT Family is 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands. The principal executive offices of QVT Financial, QVT Financial GP and QVT Associates are located at 1177 Avenue of the Americas, 9th Floor, New York, New York 10036.

The principal business of QVT Family, QVT Financial, QVT Financial GP and QVT Associates is investment management.

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Daniel Gold, Nicholas Brumm, Arthur Chu and Tracy Fu are the managing members of QVT Financial GP and QVT Associates. Their principal business addresses (which are also the addresses of their principal employers), present principal occupations and countries of citizenship are set forth below. QVT Family, QVT Financial, QVT Financial GP and QVT Associates and such managing members of QVT Financial GP and QVT Associates GP are referred to herein as the “**QVT Covered Persons.**”

Name	Principal Business Address	Present Principal Occupation	Citizenship
Daniel Gold	QVT Financial LP 1177 Avenue of the Americas, 9 th Floor New York, New York 10036	Investment Management	United States
Nicholas Brumm	QVT Financial LP 1177 Avenue of the Americas, 9 th Floor New York, New York 10036	Investment Management	United States
Arthur Chu	QVT Financial LP 1177 Avenue of the Americas, 9 th Floor New York, New York 10036	Investment Management	United States
Tracy Fu	QVT Financial LP 1177 Avenue of the Americas, 9 th Floor New York, New York 10036	Investment Management	United States

Dexxon Covered Persons

Dan Oren is the sole shareholder of Dexxon Holdings and the President and Chief Executive Officer of Dexcel Pharma. As such, each of Dexxon Holdings, Dexxon Pharma and Dan Oren may be deemed to share beneficial ownership of the Common Shares directly owned by Roivant.

The principal business address of Dexxon Holdings, Dexcel Pharma and Dan Oren is 1 Dexcel Street, Or Akiva, 3060000, Israel.

Dexxon Holdings is principally engaged in the business of investing in pharmaceutical companies. Dexcel Pharma is a manufacturer and distributor of pharmaceutical products. The principal occupation of Dan Oren is acting as sole director of Dexxon Holdings and President and Chief Executive Officer of Dexcel Pharma.

Dexxon Holdings has no executive officers and its sole director is Dan Oren. The directors of Dexcel Pharma are Uri Oren, Ilan Oren and Yitzchak Harush, along with Dan Oren, who is also Dexcel Pharma’s President and Chief Executive Officer. The present principal occupation, principal business address and country of citizenship of each of Dan Oren and Ilan Oren is set forth in Item 2(a) of this Schedule 13D. The present principal occupation of each of Uri Oren and Yitzchak Harush is serving as a director of Dexcel Pharma. The present principal business address of each of Uri Oren and Yitzchak Harush is 1 Dexcel Street, Or Akiva, 30600000, Israel. Each of Uri Oren and Yitzchak Harush is a citizen of Israel. Dexxon Holdings, Dexcel Pharma, Dan Oren, Uri Oren, Ilan Oren and Yitzchak Harush are referred to herein as the “**Dexxon Covered Persons.**”

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Viking Covered Persons

VGP is the general partner of VGE and VGE II and the investment manager of VGEIII. VLFGP is the investment manager of VLFM. Opportunities Portfolio GP is the general partner of Opportunities Fund. Opportunities GP is the sole member of Opportunities Portfolio GP.

Viking Global Equities III Ltd. (a Cayman Islands exempted company) invests substantially all of its assets through VGEIII. Viking Long Fund LP (a Delaware limited partnership) and Viking Long Fund III Ltd. (a Cayman Islands exempted company), through its investment in Viking Long Fund Intermediate LP (a Cayman Islands limited partnership), invest substantially all of their assets through VLFM.

VGI, which is an affiliate of VGP, VLFGP and Opportunities Fund GP, provides managerial services to VGE, VGE II, VGE III and VLFM and Opportunities Fund. Viking Global Partners LLC is the general partner of VGI.

Each of O. Andreas Halvorsen, a citizen of Norway, David C. Ott, a citizen of the United States, Rose S. Shabet, a citizen of the United States, is a member of the Executive Committee of Viking Global, VGP, VLFGP and Opportunities GP.

As a result, each of VGI, VGP, VGE, VGE II, VGE III, VLFGP, VLFM, Opportunities GP, Opportunities Portfolio GP, Opportunities Fund, O. Andreas Halvorsen, David C. Ott and Rose S. Shabet may be deemed to share beneficial ownership of the Common Shares directly owned by Roivant.

VGI, VGP, VGE, VGE II, VGE III, VLFGP, VLFM, Opportunities GP, Opportunities Portfolio GP, Opportunities Fund, O. Andreas Halvorsen, David C. Ott and Rose S. Shabet are referred to herein as the “**Viking Covered Persons.**”

The principal business address of each of the Viking Covered Persons is 55 Railroad Avenue, Greenwich, Connecticut 06830, which is also the principal business address of the employers of O. Andreas Halvorsen, David C. Ott and Rose S. Shabet.

The principal business of VGI is to provide managerial services to related entities engaged in making or recommending investments in securities of public and private companies. The principal business of each of VGP, VLFGP, Opportunities GP and Opportunities Portfolio GP is to serve as the general partner or investment manager of related entities engaged in making or recommending investments in securities of public and private companies. The principal business of each of VGE, VGE II, VGE III, Opportunities Fund and VLFM is to engage in making investments in securities of public and private companies. The present principal occupation of O. Andreas Halvorsen is Chief Executive Officer of VGI. The present principal occupation of David C. Ott is Advisory Director of VGI. The present principal occupation of Rose S. Shabet is Chief Operating Officer of VGI.

SHARE PURCHASE AGREEMENT

by and between

ROIVANT SCIENCES LTD.

and

AXOVANT SCIENCES LTD.

Dated as of June 5, 2018

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT ("Agreement"), dated as of June 5, 2018, is made by and between ROIVANT SCIENCES LTD. (the "Investor"), a Bermuda exempted company, with its principal place of business at Suite 1, 3rd Floor, 11-12 St. James's Square, London SW1Y 4LB, United Kingdom, and AXOVANT SCIENCES LTD. (the "Company"), a Bermuda exempted company, with its principal place of business at Suite 1, 3rd Floor, 11-12 St. James's Square, London SW1Y 4LB, United Kingdom. The Investor and the Company are collectively referred to as "the Parties."

WHEREAS, the Investor wishes to purchase from the Company, and the Company wishes to issue and sell to the Investor, 14,285,714 common shares, par value \$0.00001 per share ("Common Shares"), for an aggregate amount of \$24,999,999.50, at the Price Per Share (as defined below), under the terms and conditions of this Agreement; and

WHEREAS, each of the Parties wishes to set forth in this Agreement certain terms and conditions regarding, among other things, the Investor's ownership of the Common Shares being purchased hereby.

NOW, THEREFORE, in consideration of the following mutual promises and obligations, and for good and valuable consideration the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS

When used in this Agreement, the following terms shall have the respective meanings specified therefor below:

"Business Day" shall mean any day other than a Saturday or Sunday or a day on which banks located in New York, New York or Bermuda are authorized or required by law to close.

"Governmental Entity" shall mean any federal, state, municipal, local, provincial, regional Governmental Entity in the United States or other political subdivision thereof or in any foreign country and any Person exercising executive, legislative, judicial regulatory or administrative functions of or pertaining to government.

"Information Sharing Agreement" shall mean that certain Amended and Restated Information Sharing and Cooperation Agreement in substantially the form attached as Exhibit A hereto.

"Legal Restraint" shall mean any temporary restraining order, preliminary or permanent injunction or other judgment or order issued by or under the authority of any Governmental Entity.

"Material Adverse Effect" shall mean any events, occurrences or circumstances which give rise to or would reasonably be expected to give rise to, individually or in the aggregate, a material adverse effect on (i) the

business, properties, financial condition, results of operations or prospects of the Company, or (ii) the ability of the Company to comply with its obligations under this Agreement and the related transaction documents.

"Person" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a limited liability partnership, a trust, an incorporated organization and a Governmental Entity.

"SEC" shall mean the U.S. Securities Exchange and Commission or any successor agency thereto.

"Securities Act" shall mean the U.S. Securities Act of 1933, as amended.

PURCHASE AND SALE OF COMMON SHARES

Section 2.1 Issuance of Common Shares. Subject to the terms and conditions hereof, on the date hereof, the Company agrees to issue and sell to the Investor, and the Investor agrees to purchase, 14,285,714 Common Shares (the "Purchased Shares") for an aggregate purchase price of \$24,999,999.50 (the "Purchase Price") representing a per share price of \$1.75 (the "Price Per Share").

Section 2.2 Closing. The purchase and sale of the Purchased Shares (the "Closing") shall occur on the second (2nd) full Business Day following the satisfaction or waiver of each closing condition set forth under Article V hereto (the "Closing Date") at the offices of Cooley LLP, 3175 Hanover Street, Palo Alto, CA 94304, or such other place as shall be determined by agreement between the Company and the Investor.

Section 2.3 Delivery. (a) At or prior to the Closing, the Company shall deliver or cause to be delivered the following to the Investor:

- (i) an electronic copy of a share certificate, registered in the Investor's name, representing the Purchased Shares, or a copy of an account statement issued by the Company's transfer agent, evidencing a book entry notification for the Purchased Shares in the name of the Investor;
- (ii) a certificate dated the Closing Date and executed by an authorized officer of the Company that each of the conditions set forth in Sections 5.1(a), 5.2(a), 5.2(b) and 5.2(c) are satisfied in all respects; and
- (iii) a counterpart to the Information Sharing Agreement, duly executed by the Company.

(b) At the Closing, the Investor shall deliver the following to the Company:

- (i) payment of the Purchase Price by wire transfer of immediately available funds to an account specified by the Company at least one (1) Business Day prior to the Closing; and
- (ii) a counterpart to the Information Sharing Agreement, duly executed by the Investor.

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ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Investor as follows:

Section 3.1 Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of Bermuda. The Company has all requisite corporate power and corporate authority to own and operate its properties and assets, to carry on its business as now conducted, to enter into this Agreement and any related transaction documents, to issue and sell the Purchased Shares and to carry out the other transactions contemplated under this Agreement and any related transaction documents. The Company's Certificate of Incorporation, Memorandum of Association and Second Amended and Restated Bye-laws as filed with the SEC (together, the "Organizational Documents") are true, correct and complete copies of said documents as in effect on the date hereof.

Section 3.2 Authorization. All corporate action on the part of the Company, its directors and shareholders necessary for the authorization, execution and delivery of this Agreement and the related transaction documents, the performance of all obligations of the Company thereunder, including the authorization, issuance and delivery of the Purchased Shares, has been taken. This Agreement and the related transaction documents have been duly executed and delivered by the Company and constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application relating to or affecting enforcement of creditors' rights).

Section 3.3 No Conflicts. The execution, delivery and performance of this Agreement and the related transaction documents and compliance with the provisions thereof by the Company, does not and shall not: (a) violate any provision of law, statute, ordinance, rule or regulation or any ruling, writ, injunction, order, judgment or decree of any Governmental Entity, (b) conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute (whether or not with due notice or lapse of time, or both) a default (or give rise to any right of termination, cancellation or acceleration) or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of the Company pursuant to any agreement, document, instrument, contract, understanding, arrangement, note, indenture, mortgage, lease or permit to which the Company is a party, or under which the Company or any of its assets is bound or affected, or (c) violate or conflict with any of the provisions of the Organizational Documents; except, in the case of subsections (a) and (b) as would not have a Material Adverse Effect.

Section 3.4 Valid Issuance of Purchased Shares. When issued, sold and delivered in accordance with the terms hereof for the consideration expressed herein, the Purchased Shares shall be validly issued and outstanding, fully paid and nonassessable, free from any encumbrances or restrictions on transfer, including preemptive rights, rights of first refusal or other similar rights, other than restrictions on transfer under this Agreement and the related transaction documents and under federal and state securities laws.

Section 3.5 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Entity is required in connection with the consummation of the transactions contemplated by this Agreement and the related transaction documents, except for registration or qualification, or taking such action to secure exemption from such registration or qualification, of the Purchased Shares under applicable state or federal securities laws, which actions shall be taken, by and at the expense of the Company, on a timely basis as may be required.

Section 3.6 Offering. Subject to the accuracy of the Investor's representations set forth in Sections 4.3 and 4.4, the offer, sale and issuance of the Purchased Shares to be issued in conformity

with the terms of this Agreement constitute transactions which are exempt from the registration requirements of the Securities Act and from all applicable state registration or qualification requirements, other than those with which the Company has complied.

Section 3.7 Brokers' or Finders' Fees. No broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor hereby represents and warrants as follows:

Section 4.1 Organization; Good Standing. The Investor is a corporation duly organized, validly existing and in good standing under the laws of Bermuda. The Investor has all requisite corporate power and corporate authority to enter into this Agreement and the related transaction documents, to purchase the Purchased Shares and to carry out the other transactions contemplated under this Agreement and the related transaction documents.

Section 4.2 Authorization. All corporate action on the part of the Investor, and its directors and shareholders necessary for the authorization, execution and delivery of this Agreement and the related transaction documents, the performance of all obligations of the Investor thereunder, including the subscription and purchase of the Purchased Shares, has been taken. This Agreement has been duly executed and delivered by the Investor and constitutes a valid and legally binding obligation of the Investor, enforceable against the Investor in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application relating to or affecting enforcement of creditors' rights).

Section 4.3 Purchase Entirely for Own Account. The Purchased Shares shall be acquired for investment for the Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the Investor has no present intention of selling, granting any participation, or otherwise distributing the Purchased Shares. The Investor does not have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participation to such Person any of the Purchased Shares.

Section 4.4 Investment Experience and Accredited Investor Status. The Investor is knowledgeable, sophisticated and experienced in making, and is qualified to make, decisions with respect to investments in shares representing an investment decision like that involved in the purchase of the Purchased Shares. The Investor is an "accredited investor" (as defined in Rule 501 of Regulation D under the Securities Act).

Section 4.5 Restricted Stock. The Investor understands that the Purchased Shares, when issued, shall be restricted securities under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act only in certain limited circumstances. It is understood that the certificates representing the Purchased Shares shall bear the following legend:

"These securities have not been registered under the Securities Act of 1933. They may not be sold, offered for sale, pledged or hypothecated in the absence of a registration statement in effect with respect to the

securities under the Securities Act or an opinion of that such registration is not required or unless sold pursuant to Rule 144 of the Securities Act or a registration statement thereunder."

Section 4.6 No General Solicitation. The Investor understands and acknowledges that neither the Company nor any other person offered to sell the Purchased Shares to it by means of any form of "general solicitation" (as such term is used in Regulation D under the Securities Act) or advertising, including but not limited to: (A) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or (B) any seminar or meeting whose attendees were invited by any general solicitation or general advertising.

ARTICLE V

CONDITIONS TO CLOSING

Section 5.1 Conditions to the Obligations of the Company and the Investor. The respective obligations of the Company and the Investor hereunder to consummate the Closing are subject to fulfillment, prior to or at the Closing, of the following conditions (compliance with which or the occurrence of which may be waived in whole or in part by either the Company or the Investor in writing with respect to fulfillment of conditions to its own obligations to the extent permitted by applicable law):

(a) No Legal Restraint shall be in effect preventing the consummation of the transactions contemplated by this Agreement and any related transaction documents.

(b) The Company shall have prepared and sent an "information statement" (the "Information Statement") as defined in Rule 14c-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), containing the information specified in Schedule 14C under the Exchange Act in all material respects, to its shareholders in a manner consistent with the requirements set forth under Rule 14c-2(d) under the Exchange Act.

(c) A period of twenty (20) calendar days shall have elapsed following the date on which the Information Statement is sent to the Company's shareholders in accordance with clause (b) of this Section 5.1.

(d) The Purchased Shares shall have been duly listed on the Nasdaq Global Select Market, subject to notice of issuance.

Section 5.2 Conditions to the Obligations of the Investor. The obligations of the Investor hereunder to consummate the Closing are subject to fulfillment, prior to or at the Closing, of the following conditions (compliance with which or the occurrence of which may be waived in whole or in part by the Investor in writing):

(a) The Company shall have performed and complied in all material respects with all the terms, provisions and conditions of this Agreement to be complied with and performed by the Company at or before the Closing.

(b) Since the date of this Agreement, there shall have been no event or occurrence that would have a Material Adverse Effect.

(c) Each of the representations and warranties of the Company shall be true and correct in all material respects as of the Closing as if made as of the Closing, other than those representations and warranties qualified by materiality or Material Adverse Effect which shall be true and correct in all respects.

(d) The Company shall have delivered or caused to be delivered to the Investor the items set forth in Section 2.3(a).

Section 5.3 Conditions to the Obligations of the Company. The obligations of the Company hereunder to consummate the Closing are subject to fulfillment, prior to or at such Closing, of the

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following conditions (compliance with which or the occurrence of which may be waived in whole or in part by the Company in writing):

(a) Each of the representations and warranties of the Investor shall be true and correct in all material respects on and as of the Closing as if made as of the Closing, other than representations and warranties made as of a specified date, which shall be true and correct as of the date so specified.

(b) The Investor shall have performed and complied in all material respects with all the terms, provisions and conditions of this Agreement to be complied with and performed by the Investor at or before such Closing.

(c) The Investor shall have delivered or caused to be delivered to the Company the items set forth in Section 2.3(b).

Section 5.4 Frustration of Closing Conditions. Neither the Company nor the Investor may rely on the failure of any condition set forth in this Article V to be satisfied if such failure was caused by (i) such party's failure to act in good faith or to use its reasonable best efforts to cause the Closing to occur, or (ii) such party's own representations and warranties not being true and correct.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Further Assurances. The parties agree to take such reasonable steps and execute such other and further documents as may be necessary or appropriate to cause the terms and conditions contained herein to be carried into effect.

Section 6.2 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. This Agreement and the rights and duties of the Company set forth herein may not be assigned, in whole or in part, by the Company.

Section 6.3 Entire Agreement. This Agreement (including exhibits hereto) contains the complete understanding of the parties with respect to the subject matter hereof and thereof and supersedes all prior understandings and writings relating to the subject matter hereof and thereof. The exhibits to this Agreement are incorporated into and form an integral part hereof.

Section 6.4 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. Each of the parties irrevocably submits to the exclusive jurisdiction of any state or federal court sitting in the County of New York, in the State of New York, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. To the fullest extent they may effectively do so under applicable law, the parties hereto irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim that they are not subject to the jurisdiction of any such court, any objection that they may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO

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ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 6.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

Section 6.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

Section 6.7 Notices. All notices, instructions and other communications hereunder or in connection herewith shall be in writing, shall be sent to the address of the relevant party set forth below and shall be (a) delivered personally, (b) sent by registered or certified mail, return receipt requested, postage prepaid, (c) sent via a reputable nationwide overnight courier service, or (d) sent by email or facsimile transmission, with a confirmation copy to be sent by registered or certified mail, return receipt requested, postage prepaid. Any such notice, instruction or communication shall be deemed to have been delivered upon receipt if delivered by hand, three (3) Business Days after it is sent by registered or certified mail, return receipt requested, postage prepaid, one (1) Business Day after it is sent via a reputable nationwide overnight courier service, or when transmitted and receipt is confirmed, if transmitted by facsimile or email (if such transmission is on a Business Day; or otherwise, on the

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next Business Day following such transmission). Either party may change its address by giving notice to the other party in the manner provided above.

To the Company: Axovant Sciences Ltd.
Suite 1, 3rd Floor
11-12 St. James's Square
London SW1Y 4LB, United Kingdom

Attention: Gregory Weinhoff, Principal Financial Officer
Email: gregory.weinhoff@axovant.com

With a copy (which shall not constitute notice to the Company): Cooley LLP
3175 Hanover Street
Palo Alto, CA 94304

Attention: Frank Rahmani
(650) 843-5753
Email: rahmaniff@cooley.com

John T. McKenna
(650) 843-5059
Email: jmckenna@cooley.com

To the Investor: Roivant Sciences Ltd.
Suite 1, 3rd Floor
11-12 St. James's Square
London SW1Y 4LB, United Kingdom

Attention: Allen Waxman, General Counsel
Email: allen.waxman@roivant.com

With a copy to (which shall not constitute notice to the Investor): White & Case LLP
1221 Avenue of the Americas
New York, New York 10020
Attention: Chang-Do Gong
(212) 819-7808
Email: cgong@whitecase.com

Section 6.8 Expenses. Each party shall pay its own fees and expenses with respect to this Agreement. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement or the Articles, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

Section 6.9 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Investor.

Section 6.10 Severability. If, under applicable laws, any provision hereof is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Agreement ("Severed Clause"), then, it is mutually agreed that this Agreement shall endure except for the Severed Clause. The parties shall consult and use their reasonable best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such Severed Clause in light of the intent of this Agreement.

[Remainder of page intentionally blank.]

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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

ROIVANT SCIENCES LTD.

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

AXOVANT SCIENCES LTD.

By: /s/ Gregory Weinhoff
Name: Gregory Weinhoff
Title: Principal Financial Officer

[Roivant – Share Purchase Agreement]
