
**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): **August 2, 2021**

IMMUNOVANT, INC.

(Exact name of Registrant as specified in its Charter)

Delaware
(State or other jurisdiction of incorporation or organization)

001-38906
(Commission File Number)

83-2771572
(IRS Employer Identification No.)

320 West 37th Street
New York, NY
(Address of principal executive offices)

10018
(Zip Code)

Registrant's telephone number, including area code: (917) 580-3099

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:

- 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 Stock, \$0.0001 par value per share	IMVT	The Nasdaq Stock Market LLC

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

Emerging growth company

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

Item 1.01 Entry Into a Material Definitive Agreement.

On August 2, 2021, Immunovant, Inc., a Delaware corporation (“**Immunovant**”), and Roivant Sciences Ltd., a Bermuda exempted limited company (“**Roivant**”), entered into a share purchase agreement (the “**Purchase Agreement**”) pursuant to which Immunovant agreed to issue and sell, and Roivant agreed to purchase, 17,021,276 shares of Immunovant common stock, par value \$0.0001 per share (the “**Shares**”), at a per share price of \$11.75 (the “**Equity Investment**”). The per share purchase price represents approximately a 15% premium to Immunovant’s 20 trading day volume weighted average price. As of July 30, 2021, Roivant held approximately 57.5% of Immunovant’s outstanding shares of common stock, and immediately following the consummation of the Equity Investment will hold approximately 63.8% of Immunovant’s outstanding shares of common stock. The Equity Investment is expected to be consummated within one business day of the date hereof.

The aggregate gross proceeds to Immunovant from the Equity Investment will be \$200.0 million. Immunovant intends to use the proceeds to advance the development of IMVT-1401 in multiple indications.

Each of Immunovant and Roivant made certain customary representations and warranties and agreed to certain covenants in the Purchase Agreement. The representations, warranties and covenants contained in the Purchase Agreement were made only for purposes of such agreement and were solely for the benefit of the parties to such agreement.

Pursuant to the Purchase Agreement, Immunovant and Roivant have acknowledged and agreed that, as between them, the Shares shall be deemed to be “Registrable Securities” for all purposes of the Amended and Restated Registration Rights Agreement, dated as of September 29, 2019, by and among Immunovant and the investors party thereto (the “**Registration Rights Agreement**”), including Roivant’s rights thereunder with respect to Registrable Securities. A description of the Registration Rights Agreement is included in Immunovant’s [Current Report on Form 8-K filed with the Securities and Exchange Commission on December 20, 2019](#), and is incorporated herein by reference.

The foregoing description of the Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Purchase Agreement, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information contained in Item 1.01 is incorporated herein by reference. As described in Item 1.01, under the terms of the Purchase Agreement, Immunovant has agreed to issue and sell the Shares, and Roivant has agreed to purchase the Shares. The issuance and sale of the Shares is exempt from registration pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the “**Securities Act**”). In the Purchase Agreement, Roivant represented to Immunovant that it is an “accredited investor” as defined under the Securities Act and that the Shares are being acquired for investment purposes and not with a view to, or for sale in connection with, any distribution thereof, and appropriate legends will be affixed to any certificates or book entry notations evidencing the Shares.

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

(c)

Effective August 2, 2021, Dr. Frank M. Torti, age 42, Immunovant’s current Chairperson, was appointed Executive Chairperson. Dr. Torti will not receive any additional compensation in connection with such appointment at this time. As is consistent with standard practice, the compensation committee of the board of directors intends to review compensation for Dr. Torti and the other members of the board of directors in the future as part of its regular duties. Dr. Torti’s biography and director compensation is included in Immunovant’s [Annual Report on Form 10-K for the fiscal year ended March 31, 2021](#), filed with the Securities and Exchange Commission on June 1, 2021, in the sections titled “Part III. Item 10. Directors, Executive Officers and Corporate Governance – Board of Directors” and “– Director Compensation” and are incorporated herein by reference.

Item 8.01 Other Events.

On August 2, 2021, Immunovant issued a press release related to the Equity Investment, which is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Share Purchase Agreement, dated as of August 2, 2021, by and between Immunovant, Inc. and Roivant Sciences Ltd.
99.1	Press Release dated August 2, 2021
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this “**Agreement**”), dated as of August 2, 2021, by and between ROIVANT SCIENCES LTD. (the “**Investor**”), a Bermuda exempted limited company, and IMMUNOVANT, INC. (the “**Company**”), a Delaware corporation. 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, 17,021,276 shares of the Company’s common stock, par value \$0.0001 per share (the “**Common Shares**”), for an aggregate purchase price of \$200,000,000, at a per share price equal to 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 1
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.

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended.

“**Governmental Entity**” shall mean any U.S., non-U.S. or supranational or transnational governmental, regulatory, self-regulatory or quasi-governmental authority, entity, agency, commission, body, department or instrumentality or any court, tribunal or arbitrator or other legislative, executive or judicial governmental entity or political subdivision thereof.

“**Material Adverse Effect**” shall mean any events, occurrences or circumstances which have had or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (i) the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or (ii) the ability of the Company to consummate the transactions contemplated by this Agreement.

“**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.

“**Subsidiary**” means, with respect to any Person, any other Person of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions is directly or indirectly owned or controlled by such Person or by one or more of its Subsidiaries; *provided, however*, that the Company and its Subsidiaries will be deemed to not be Subsidiaries of the Investor for any purpose hereunder, unless otherwise expressly stated.

ARTICLE 2
PURCHASE AND SALE OF COMMON SHARES

Section 2.01. *Issuance of Common Shares.* Subject to the terms and conditions hereof, on the Closing (as defined below), the Company agrees to issue and sell to the Investor, and the Investor agrees to purchase, 17,021,276 Common Shares (the “**Purchased Shares**”) for an aggregate purchase price of \$200,000,000 (the “**Purchase Price**”) representing a per share price of \$11.75 (the “**Price Per Share**”).

Section 2.02. *Closing.* The purchase and sale of the Purchased Shares (the “**Closing**”) shall occur no later than such date that is one (1) Business Day following the date hereof remotely by the exchange of documents and signatures (or their electronic counterparts) or at such place, time or date as shall be determined by agreement between the Company and the Investor.

Section 2.03. *Delivery.* At the Closing, the Company shall deliver to the Investor 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, against payment in full by the Investor of the Purchase Price.

(b) At the Closing, the Investor shall deliver to the Company payment of the Purchase Price by wire transfer of immediately available funds to a bank account designated in writing by the Company to the Investor prior to the Closing.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

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

Section 3.01. *Organization, Good Standing and Qualification.* The Company (a) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and (b) 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, to issue and sell the Purchased Shares and to carry out the other transactions contemplated under this Agreement, except, in the case of subsection (b), as would not reasonably be expected to (i) be material to the Company and its Subsidiaries, taken as a whole, or (ii) prohibit, prevent, materially delay or have a material adverse effect on the sale of the Purchased Shares or the other transactions contemplated under this Agreement. The Company’s Certificate of Incorporation and Bylaws, as filed with the SEC (together, the “**Organizational Documents**”), are true, correct and complete copies of said documents as amended and in effect on the date hereof and the Company is not in material breach thereof.

Section 3.02. *Authorization.* All corporate actions and approvals on the part of the Company and its directors and shareholders necessary for the authorization, execution and delivery of this Agreement, the performance of all obligations of the Company hereunder,

including the authorization, issuance and delivery of the Purchased Shares, has been taken. This Agreement has been duly executed and delivered by the Company and constitutes valid and legally binding obligations of the Company, enforceable against the Company in accordance with its 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 (the "**Enforceability Exceptions**")).

Section 3.03. *No Conflicts*. The execution, delivery and performance of this Agreement and compliance with the provisions hereof by the Company does not and shall not: violate any provision of law, statute, ordinance, rule or regulation or any ruling, writ, injunction, order, judgment or decree of any Governmental Entity, 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 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 3.04. *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, issued in compliance with and free of preemptive rights, rights of first refusal or other similar rights and, assuming the accuracy of Investor's representations and warranties set forth in Sections 4.03 and 4.04, 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 under federal and state securities laws.

Section 3.05. *Governmental Consents*. Assuming the accuracy of the representations of the Investor set forth herein, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Entity (collectively, the "**Consents**") is required in connection with the consummation of the transactions contemplated by this Agreement, except for (a) 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, (b) the submission of a listing of additional shares notification to The Nasdaq Stock Market LLC ("**Nasdaq**"), (c) any filings required to be made under the Exchange Act, (d) Consents that have been obtained prior to the date of this Agreement and (e) any Consent the failure of which to be obtained or made, individually or in the aggregate, would not reasonably be expected to (i) be material to the Company and its Subsidiaries, taken as a whole or (ii) prohibit, prevent, materially delay or have a material adverse effect on the sale of the Purchased Shares or the other transactions contemplated under this Agreement.

Section 3.06. *Offering*. Subject to the accuracy of the Investor's representations set forth in Sections 4.03 and 4.04, 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 (a) from the registration requirements of the Securities Act and (b) from all applicable state registration or qualification requirements (in the case of this clause (b), other than those with which the Company has complied).

Section 3.07. *Brokers', Finders' and Other Fees*. No broker, finder, investment banker, advisor or other Person is entitled to, or has been or will be paid, any brokerage, finders' or other premium, fee or commission (whether fixed, contingent, discretionary or otherwise) in connection with the transactions contemplated by this Agreement whose fees the Investor, the Company, any of the Company's Subsidiaries or any of their respective affiliates would be required to pay.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor hereby represents and warrants as follows:

Section 4.01. *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, to purchase the Purchased Shares and to carry out the other transactions contemplated under this Agreement, except where the failure to have such power or authority would not reasonably be expected to prohibit, prevent, materially delay or have a material adverse effect on the purchase of the Purchased Shares or the other transactions contemplated under this Agreement.

Section 4.02. *Authorization*. All corporate actions and approvals on the part of the Investor and its directors and shareholders necessary for the authorization, execution and delivery of this Agreement, the performance of all obligations of the Investor hereunder, including the subscription for 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 the Enforceability Exceptions).

Section 4.03. *No Conflicts*. The execution, delivery and performance of this Agreement and compliance with the provisions hereof by the Investor does not and shall not: violate any provision of law, statute, ordinance, rule or regulation or any ruling, writ, injunction, order, judgment or decree of any Governmental Entity, 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 Investor pursuant to any agreement, document, instrument, contract, understanding, arrangement, note, indenture, mortgage, lease or permit to which the Investor is a party, or under which the Investor or any of its assets is bound or affected, or violate or conflict with any of the provisions of the organizational documents of the Investor; except, in the case of subsections (a) and (b), as would not reasonably be expected to prohibit, prevent, materially delay or have a material adverse effect on the purchase of the Purchased Shares or the other transactions contemplated under this Agreement.

Section 4.04. *Governmental Consents*. Assuming the accuracy of the representations of the Company set forth herein, no Consent is required in connection with the consummation of the transactions contemplated by this Agreement, except for any Consent the failure of which to be obtained or made, individually or in the aggregate, would not reasonably be expected to prohibit, prevent, materially delay or have a material adverse effect on the purchase of the Purchased Shares or the other transactions contemplated under this Agreement.

Section 4.05. *Sufficient Funds*. The Investor has cash in immediately available U.S. dollar funds in excess of the Purchase Price plus all other amounts payable by the Investor hereunder, to the extent applicable.

Section 4.06. *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 in violation of any federal or state securities or "blue sky" law, and the Investor has no present intention of selling, granting any participation, or otherwise distributing the Purchased Shares in violation of the Securities Act.

Section 4.07. *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). The Investor has not taken any of the actions set forth in, and is not subject to, the disqualification provisions of Rule 506(d)(1) of the Securities Act. The Investor did not learn of the investment in the Shares as a result of any general solicitation or general advertising. The Investor acknowledges that: (a) it has conducted its own investigation of the Company and the terms of the Purchased Shares; (b) it has had access to the Company's public filings with the SEC and to such financial and other information as it deems necessary to make its decision to purchase the Purchased Shares; and (c) has been offered the opportunity to conduct such review and analysis of the business, assets, condition, operations and prospects of the Company and its Subsidiaries and to ask questions of the Company, each as it deemed necessary in connection with the decision to purchase the Purchased Shares. The Investor further acknowledges that it has had such opportunity to consult with its own counsel, financial and tax advisors and other professional advisers as it believes is sufficient for purposes of the purchase of the Purchased Shares.

Section 4.08. *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 the Purchased Shares may be resold without registration under the Securities Act only in certain limited circumstances. It is understood that the certificates representing the Purchased Shares or the book entry notations evidencing the Purchased Shares shall bear the following legend:

"These securities have not been registered under the Securities Act of 1933 (the "Securities Act"). 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 4.09. *No Additional Representations*.

(a) The Investor acknowledges that the Company does not make any representation or warranty as to any matter whatsoever except as expressly set forth in Article 3, and specifically (but without limiting the generality of the foregoing), that, except as expressly set forth in Article 3, the Company makes no representation or warranty with respect to (i) any matters relating to the Company or its Subsidiaries or their respective business, financial condition, results of

operations, prospects or otherwise, (ii) any projections, estimates or budgets delivered or made available to the Investor (or any of its affiliates, officers, directors, employees or other representatives), including with respect to future revenues, results of operations (or any component thereof), cash flows or financial condition (or any component thereof) of the Company and its Subsidiaries, or (iii) the future business and operations of the Company and its Subsidiaries, and the Investor has not relied on or been induced by such information or any other representations or warranties (whether express or implied or made orally or in writing) not expressly set forth in Article 3.

(b) The Investor acknowledges and agrees that, except for the representations and warranties expressly set forth in Article 3, (i) no person has been authorized by the Company or any of its Subsidiaries to make any representation or warranty relating to the Company or its business or otherwise in connection with the transactions contemplated by this Agreement, and if made, such representation or warranty shall not be relied upon by the Investor as having been authorized by the Company or any of its Subsidiaries, and (ii) any estimates, projections, predictions, data, financial information, memoranda, presentations or any other materials or information provided or addressed to the Investor or any of its affiliates or representatives are not and shall not be deemed to be or include representations or warranties of the Company unless any such materials or information are the subject of any express representation or warranty set forth in Article 3.

ARTICLE 5 COVENANTS

Section 5.01. *Publicity and SEC Filings.*

(a) The initial press release regarding the issuance and sale of the Purchased Shares and the other transactions contemplated under this Agreement shall be a joint press release in the form heretofore agreed to by the Parties. Following the release of such initial press release, the Company and the Investor shall consult with each other prior to (i) issuing any press releases or otherwise making public announcements, disclosures or communications or (ii) making any filings, furnishings or submissions of documents with or to any third party or any Governmental Entity (including any national securities exchange or interdealer quotation service), in each case, with respect to the issuance and sale of the Purchased Shares and the other transactions contemplated under this Agreement and, in each case, except as may be required by applicable law or regulation or by obligations pursuant to any listing agreement with or rules of any national securities exchange or interdealer quotation service, by the request of any Governmental Entity, in which case the Party making the disclosure shall give the other Party reasonable opportunity to review and comment upon such disclosure or communication to the extent reasonably practicable and legally permitted; *provided* that no prior consultation with the other Party or opportunity for the other Party to review and comment shall be required for a Party's disclosures or communications in response to a routine inquiry of a Governmental Entity. Notwithstanding the foregoing, the Company and the Investor each may, without such consultation or consent, make such disclosures and communications (a) in response to inquiries from the press or analysts, or via presentations, publicly available conference calls and other forums to employees, customers, suppliers and investors to the extent such communications are consistent in substance with

previous public communications that have been reviewed and previously approved by both the Company and the Investor or (b) in connection with any dispute between the Parties regarding this Agreement, the issuance and sale of the Purchased Shares or any of the other transactions contemplated under this Agreement.

(b) The Investor shall provide the Company and its representatives with a copy of the amendment to its Schedule 13D prior to its filing with the SEC on the date of public announcement of this Agreement, and shall consider any comments of the Company and its representatives.

Section 5.02. *Registration Rights.* The Parties acknowledge and agree that, as between the Parties, the Purchased Shares shall be deemed to be “Registrable Securities” for all purposes of the Amended and Restated Registration Rights Agreement, dated as of September 29, 2019, including the Investor’s rights thereunder with respect to Registrable Securities.

ARTICLE 6
MISCELLANEOUS

Section 6.01. *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 6.02. *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 each Party set forth herein may not be assigned, in whole or in part, by such Party without the prior written consent of the other Party.

Section 6.03. *Entire Agreement.* This Agreement (including the exhibits hereto) contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings and writings relating to the subject matter hereof.

Section 6.04. *Governing Law; Submission to Jurisdiction.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, solely if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), 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.

Section 6.05. *WAIVER OF JURY TRIAL.* 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 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 6.06. *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 6.07. *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 6.08. *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 delivered personally, sent by registered or certified mail, return receipt requested, postage prepaid, sent via a reputable nationwide overnight courier service, or sent by email 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 email (if such transmission is on a Business Day; or otherwise, on the 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: Immunovant, Inc.
320 West 37th Street
New York, NY 10018
Attention: Pete Salzmann
Email: pete.salzmann@immunovant.com

With a copy to (which Cooley LLP
shall not constitute 3175 Hanover Street
notice to the Company): Palo Alto, CA 94304
Attention: John McKenna
Email: jmckenna@cooley.com

And with another copy to Wachtell, Lipton, Rosen & Katz
(which shall not constitute 51 West 52nd Street
notice to the Company): New York, NY 10019
Attention: Mark Gordon
Alison Z. Preiss
Email: MGordon@wlrk.com
AZPreiss@wlrk.com

To the Investor: Roivant Sciences Ltd.

Suite 1, 3rd Floor
11-12 St. James's Square
London SW1Y 4LB
United Kingdom
Attention: General Counsel
Email: legalnotices@roivant.com

With a copy to (which Davis Polk & Wardwell LLP
shall not constitute 450 Lexington Avenue
notice to the Investor): New York, New York 10017

Attention: Brian Wolfe

Lee Hochbaum

Derek Dostal

Email: brian.wolfe@davispolk.com
lee.hochbaum@davispolk.com
derek.dostal@davispolk.com

Section 6.09. *Expenses*. Each party shall pay its own fees and expenses with respect to this Agreement. The Investor shall be responsible for, and shall pay, any stock transfer taxes imposed on the sale and purchase of the Purchased Shares.

Section 6.10. *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 6.11. *Specific Performance*. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each Party agrees that in the event of any breach or threatened breach by any other Party of any covenant or obligation contained in this Agreement, the non-breaching Party shall be entitled (in addition to any other remedy that may be available to it, whether in law or equity) to obtain (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation, and (ii) an injunction restraining such breach or threatened breach. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other Party has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

Section 6.12. *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.

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Immunovant Receives \$200 Million Strategic Investment from Roivant Sciences

- Proceeds will fund continued development of IMVT-1401 in multiple indications

NEW YORK, August 02, 2021 (GLOBE NEWSWIRE) –Immunovant, Inc. (Nasdaq: IMVT), a clinical-stage biopharmaceutical company focused on enabling normal lives for people with autoimmune diseases, today announced that it has received a \$200 million strategic investment from Roivant Sciences. Immunovant intends to use the proceeds from this investment to advance the development of IMVT-1401 in multiple indications.

Roivant has purchased 17,021,276 shares of Immunovant’s common stock at a price of \$11.75 per share, which purchase has been approved by a special committee of Immunovant directors not affiliated with Roivant. This represents approximately a 15% premium to Immunovant’s 20 trading day volume weighted average price. After giving effect to the investment, Immunovant has a pro forma cash balance of approximately \$600 million and Roivant has increased its ownership stake in Immunovant from 57.5% to 63.8%, based on Immunovant’s cash balance and share count as of March 31, 2021.

“We are excited to announce this significant investment by Roivant, which will expedite our development of IMVT-1401 for a wide range of autoimmune disorders,” said Dr. Pete Salzmänn, Chief Executive Officer of Immunovant. “Over the next 12 months, we plan to initiate a pivotal trial for myasthenia gravis, resume our trials in WAIHA and TED and initiate at least two additional clinical studies, including another pivotal trial in 2022.”

“Roivant and Immunovant explored a range of possible transactions over the past few months, including a potential acquisition by Roivant of the minority interest in Immunovant, and ultimately agreed on this significant investment in order to support a robust development plan for IMVT-1401 and increase our stake in the company,” said Matt Gline, Chief Executive Officer of Roivant Sciences. “We are incredibly excited about the prospects for IMVT-1401, and we are eager to support Immunovant through this investment. We look forward to continuing to work closely with Dr. Salzmänn and the Immunovant management team to help develop IMVT-1401 to maximize benefit for patients with high levels of unmet medical need.”

About Immunovant

Immunovant is a clinical-stage biopharmaceutical company focused on enabling normal lives for patients with autoimmune diseases. Immunovant is developing IMVT-1401, a novel, fully human anti-FcRn monoclonal antibody, as a subcutaneous injection for the treatment of autoimmune diseases mediated by pathogenic IgG antibodies. For more information, visit www.immunovant.com.

About Roivant Sciences

Roivant's mission is to improve the delivery of healthcare to patients by treating every inefficiency as an opportunity. Roivant develops transformative medicines faster by building technologies and developing talent in creative ways, leveraging the Roivant platform to launch ‘Vants’ – nimble and focused biopharmaceutical and health technology companies. For more information, visit www.roivant.com.

Forward-Looking Statements

Certain statements in this communication are forward-looking statements and are made pursuant to the safe harbor provisions of the Securities Litigation Reform Act of 1995. These forward-looking statements reflect, among other things, Immunovant's ability to expedite its development of IMVT-1401 for a wide range of autoimmune disorders; Immunovant's plan to over the next 12 months to initiate a pivotal trial for myasthenia gravis, resume its trials in WAIHA and TED and initiate at least two additional clinical studies, including another pivotal trial in 2022; the parties' ability to develop IMVT-1401 to maximize benefit for patients with high levels of unmet medical need; as well as Immunovant's current expectations, plans, strategies, including plans to use the proceeds of the investment. There are a number of risks, uncertainties, and conditions that may cause our actual results to differ materially from those expressed or implied by these forward-looking statements. These risks and uncertainties include a number of factors related to our business, including the uncertainties relating to the impact of the novel coronavirus (COVID-19) pandemic on Immunovant's business, results of operations, cash flows, stock price and employees; the possibility that any of the anticipated benefits of the strategic investment from Roivant will not be realized; the outcome of any legal proceedings that may be instituted against Immunovant or its directors; the anticipated use of proceeds of the strategic investment; economic and financial market conditions generally; various risks to the price and volatility of our common stock; the amount of the costs, fees, expenses and charges related to the strategic investment, the risk that initial results or other preliminary analyses or results of early clinical trials may not be predictive final trial results or of the results of later clinical trials; the timing and availability of data from clinical trials; the timing of discussions with regulatory agencies, as well as regulatory submissions and potential approvals; the continued development of Immunovant's product candidates, including the timing of the commencement of additional clinical trials and resumption of current trials; Immunovant's scientific approach, clinical trial design, indication selection and general development progress; any product candidates that Immunovant develops may not progress through clinical development or receive required regulatory approvals within expected timelines or at all; Immunovant's product candidates may not be beneficial to patients, or even if approved by regulatory authorities, successfully commercialized; the risk that Immunovant's business is heavily dependent on the successful development, regulatory approval and commercialization of its sole product candidate, IMVT-1401; disruptions in the relationship with third party vendors; losses of key management personnel and the inability to attract and retain highly qualified management and personnel in the future; new or changing tax laws or regulations; high costs of regulatory compliance; and the competitive impact of legislation and regulatory changes in the biopharmaceutical industry. A detailed discussion of these and other risks and uncertainties that could cause actual results and events to differ materially from such forward-looking statements are discussed in more detail in our filings with the Securities and Exchange Commission (the "SEC"), including our reports on Form 10-K and Form 10-Q. Many of these circumstances are beyond our ability to control or predict. Moreover, forward-looking statements necessarily involve assumptions on our part. These forward-looking statements generally are identified by the words "believe," "expect," "anticipate," "estimate," "project," "intend," "plan," "should," "may," "will," "would," "will be," "will continue" or similar expressions. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements of Immunovant and its subsidiaries to be different from those expressed or implied in the forward-looking statements. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements that appear throughout this communication. Furthermore, forward-looking statements speak only as of the date they are made. Except as required under the federal securities laws or the rules and regulations of the SEC, Immunovant disclaims any intention or obligation to update or revise publicly any forward-looking statements. You should not place undue reliance on forward-looking statements.

Source: Immunovant

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