

## CONFIDENTIALITY AND JOINT DEFENSE AGREEMENT

This Confidentiality and Joint Defense Agreement (the "**Agreement**") is entered into by and among the undersigned as of April 30, 2018:

**WHEREAS**, TAKEDA PHARMACEUTICAL COMPANY LIMITED whose registered office is at 1-1 Doshomachi 4-chrome, Chuo-ku, Osaka 540-8645, Japan (together with its subsidiaries and affiliates, "**Takeda**") and SHIRE PLC whose registered office is at 22 Grenville Street, Jersey, JE4 8PX (together with its subsidiaries and affiliates, "**Shire**") (collectively, the "**Clients**" individually, the "**Client**") are in preliminary discussions regarding a potential recommended transaction involving the acquisition of the whole of the issued and to be issued share capital of Shire by Takeda (the "**Transaction**");

**WHEREAS**, the Clients have entered into a Non-Disclosure Agreement dated 22 April 2018 (the "**NDA**") and a Clean Team Confidentiality Agreement dated April 30, 2018 (the "**Clean Team Agreement**") generally governing the disclosure of confidential information between them in connection with the Transaction;

**WHEREAS**, the Clients and their undersigned counsel believe that the Transaction will require them to apply for clearances or approvals to the antitrust authority of the European Union and/or to antitrust and/or regulatory authorities in any other relevant jurisdictions (the "**Matter**");

**WHEREAS**, the Clients and their undersigned counsel believe and anticipate, on the basis of currently available information, that the nature of the Matter and the relationship among the Clients will present various common legal and factual issues and a mutuality of interest in pursuing the Transaction and any joint defense in connection with the Matter and any related litigation;

**WHEREAS**, the Clients wish to continue to pursue their separate but common interests, and to avoid any suggestion of waiver of the confidentiality or immunity of communications and documents protected by the attorney-client privilege, the attorney work product doctrine or any other privilege, right or immunity vis-à-vis potentially adverse parties;

**WHEREAS**, it is the intention and understanding of the Clients and undersigned counsel that past and future communications relating to the Matter among and between the Clients and their undersigned counsel and experts retained by one or more of the Clients or their undersigned counsel to assist with the Matter, joint interviews of prospective witnesses or any interviews obtained by undersigned counsel on behalf of a Client (in each case relating to the Matter) hereto with the knowledge and consent of the other Clients to the Agreement, are and shall remain confidential and are and shall continue to be protected from disclosure to any third party by any and all applicable privileges, rights and immunities, except as set forth herein;

**WHEREAS**, in order to pursue a joint defense effectively, the Clients and their undersigned counsel have also each concluded that, from time to time, their common interests will be best served by sharing confidential documents, factual material, mental impressions, advice, memoranda, interview reports, litigation or regulatory strategies, regulatory filings and other information, whether proceeding from or shared by the Clients or any of their respective subsidiaries, whether in written or oral form, including the confidences of each Client (collectively, the "**Defense Materials**");

**WHEREAS** Defense Materials that contain commercially sensitive information relating to a Client which that Client considers should be provided on an "Outside Counsel/Retained Experts Only" basis ("**Restricted Information**") may be disclosed to certain external lawyers, economists or

other advisers or experts advising the other Client in order to consider the need for and, where necessary, obtain the consent of an antitrust authority or other regulatory body;

**WHEREAS** Defense Materials and Restricted Information is Confidential Information and does not include, information which does not constitute "Confidential Information" as defined under the NDA;

**WHEREAS**, pursuant to Rule 21.3 of the City Code on Takeovers and Mergers (the "**Code**") and Practice Statement 30 ("**PS30**") issued by the Panel on Takeovers and Mergers (the "**Takeover Panel**"), in the event of a competing offer for Shire, Restricted Information relating to Shire which has been provided on an "Outside Counsel/Retained Experts Only" basis need not be provided directly to a competing offeror, but instead provided on the same restricted "Outside Counsel/Retained Experts Only" basis, provided certain measures have been implemented in order to ensure that such Restricted Information will not be obtained by the first offeror or its other advisers;

**WHEREAS**, the terms of the NDA and the Clean Team Agreement shall apply to the Restricted Information subject to the amendments and modifications set out in this Agreement; and

**WHEREAS**, it is the purpose of this Agreement to ensure that any exchange and/or disclosure of the Defense Materials contemplated herein does not diminish in any way the confidentiality of the Defense Materials and does not constitute a waiver of any privilege, right or immunity otherwise available and further to ensure that any Restricted Information relating to Shire provided on an "Outside Counsel/Retained Experts Only" basis need not be provided directly to any competing offeror, but instead provided on the same restricted "Outside Counsel/Retained Experts Only" basis.

IT IS THEREFORE AGREED as follows:

- 1** Except as expressly stated in writing to the contrary (including, in particular, the additional restrictions described below in relation to the treatment of Restricted Information), any and all Defense Materials obtained by any of the undersigned counsel from each other and/or each other's Client are being provided solely for internal use in relation to the Matter by the Clients, their undersigned counsel and other external advisers and external experts employed in relation to the Matter and shall remain confidential and shall be protected from disclosure to any other third party by the joint-defense privilege, the Client's attorney-client and solicitor-client privilege, the attorney work product doctrine, joint and/or common interest privilege, legal professional privilege, legal advice privilege, litigation privilege and any and all other applicable privileges and immunities. All Defense Materials shall be used solely in connection with the Matter and shall not be used for any other business or commercial purpose whatsoever. Failure to mark Defense Materials as confidential shall not waive the confidential status of such privileged information or work product.
- 2** The undersigned counsel hereby agree that, if and to the extent that Restricted Information is disclosed to them, it will be kept confidential and, unless otherwise previously authorised in writing by the Client providing the Defense Materials (in which case the information ceases to be Restricted Information), disclosed only to:
  - (a) antitrust or regulatory partners, associates, employees or other staff (including support staff) of the undersigned counsel who are working directly on the joint defense effort or any ensuing litigation, in either case with respect to the Matter (together with the undersigned counsel, "**Outside Counsel**"); and

- (b) local antitrust or regulatory counsel, economic consultants and other external advisers and external experts (including, in each case, their support staff) working at the direction of the Outside Counsel or Clients on the Matter who shall undertake in writing to abide by this Agreement (“**Retained Experts**” and, together with Outside Counsel, the “**External Antitrust/Regulatory Clean Team**”).

Provided, however, that members of the External Antitrust/Regulatory Clean Team may share the conclusions that they reach based on the Restricted Information or reports summarizing the results of any analysis of the Restricted Information for the purposes of providing the Clients with advice on any antitrust/regulatory risks associated with the Transaction, provided that such conclusions or reports will not disclose the Restricted Information or any other information that enables the recipient to deduce the Restricted Information. Any such conclusion or report must be reviewed by the recipient's outside antitrust counsel before it is distributed to persons outside of the External Antitrust/Regulatory Clean Team to ensure that such information sufficiently removes any Restricted Information and is sufficiently summarized so that the recipient is not able to deduce any Restricted Information. Without limiting the obligations under this Agreement, each Client agrees that the other shall be entitled to rely on its own outside antitrust counsel's instructions in meeting its obligations under this paragraph. The External Antitrust/Regulatory Clean Teams retain the right to describe the general nature of any information without disclosing the commercial terms or competitively sensitive details of the Restricted Information.

The above provisions shall not restrict any disclosure of Restricted Information where it is disclosed by, or on behalf of, the undersigned counsel as required to be disclosed by law or the rules of any applicable regulatory, governmental or supervisory organisation, the Code or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure).

- 3** All Defense Materials that a Client or undersigned counsel intends to be provided as Restricted Information shall be clearly identified, and marked to the extent reasonably practicable, as “Outside Counsel/Retained Experts Only” at the time such Restricted Information is transmitted. A Client or undersigned counsel shall mark electronic documents as “Outside Counsel/Retained Experts Only” by stating in the cover email that the attached Defense Materials are being provided on a “Outside Counsel/Retained Experts Only” basis.
- 4** It is expressly understood that nothing contained in this Agreement shall limit the right of the Clients to disclose any of their own documents or information, or any documents or information obtained independently and not pursuant to this Agreement, to anyone as they see fit.
- 5** For the avoidance of doubt, the Clients may, at any time, communicate in writing to each other that certain Restricted Information need no longer be held only by the External Antitrust/Regulatory Clean Team. At this point, the relevant information is no longer Restricted Information and can be shared with individuals outside the External Antitrust/Regulatory Clean Team (including, but not limited to, members of a Client's internal legal team) on such terms as may be agreed between the Clients and provided that such individuals have been approved in advance by the Client from which the information originates and further provided that the terms of the NDA , the Clean Team Agreement and any other agreement in place between the Clients regarding the disclosure of confidential information between them in connection with the Transaction are observed.
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- 6** The Clients, by each signing this Agreement, expressly consent and agree that Restricted Information of the other Client exchanged pursuant to this Agreement shall not be communicated to them, notwithstanding, among other provisions, the applicable rules of legal professional conduct or any similar provisions under other national, pan-national, state or local laws. The Clients shall not request that Restricted Information of the other Client be communicated to them.
- 7** The Clients and their undersigned counsel shall, and shall procure that any other member of the External Antitrust/Regulatory Clean Team shall, take all necessary steps to protect the confidentiality and/or applicable privilege of Defense Materials received from the other Client or undersigned counsel, including, in the case of the undersigned counsel, advising all persons permitted access to the Defense Materials of the contents of this Agreement and that the Defense Materials are privileged and subject to the terms of this Agreement.
- 8** No Client or undersigned counsel shall assert any claim of title or ownership over any Defense Materials received from the other Client or undersigned counsel, or any portion thereof. If any Defense Materials consist of computer software disclosed in object code form, no Client or undersigned counsel shall reverse engineer, reverse compile, or disassemble such object code, take any other steps to derive a source code equivalent thereof, or allow any other person to do so.
- 9** If any person or entity requests or demands, by subpoena or otherwise, any Defense Materials from any Client or undersigned counsel, that Client or undersigned counsel will immediately notify all counsel who are parties to this Agreement whose Client or who themselves may have rights in said materials and will take all steps necessary to permit the assertion of all applicable rights, privileges and immunities with respect to such Defense Materials, including permitting the other affected parties a reasonable opportunity to intervene and be heard, and otherwise cooperate fully with the other affected parties in any judicial proceedings relating to the disclosure of Defense Materials. However, the relevant Client will not be required to notify counsel whose Clients do not have rights in, or where they themselves do not have rights in, the Defense Materials.
- 10** Nothing contained herein shall be deemed to create an attorney-client relationship between any undersigned counsel and anyone other than the Client of that counsel and the fact that undersigned counsel has entered this Agreement shall not in any way preclude that counsel from representing any interest that may be construed to be adverse to any other party to this Agreement or be used as a basis for seeking to disqualify any undersigned counsel from representing any other party in this or any other proceeding, whether under a grant of immunity or otherwise, because of such counsel's participation in this Agreement; it is herein represented that each undersigned counsel to this Agreement has specifically advised his or her respective Client of this clause.
- 11** Nothing contained in this Agreement shall limit the rights of any Client or undersigned counsel

  - (a) to independently develop, procure, use and/or market products or services similar to any disclosed in Defense Materials; or
  - (b) to use ideas, concepts, or techniques which were previously used, developed, or known by it, provided that such activity does not violate the express terms of this Agreement or any other legal right of the other Client or undersigned counsel.

- 12** Nothing in this Agreement shall oblige any Client or undersigned counsel to share or communicate any information or Defense Materials or independently obtained or created materials with any other Client or undersigned counsel hereto.
- 13** Except as expressly set forth herein, no other past or future action of the Clients, course of conduct of any of the Clients, or failure to act by any of the Clients, including, without limitation, the execution or acceptance of this Agreement and the delivery and acceptance by the Clients of the Defense Materials has given rise to, will give rise to, has served as a basis for, or will serve as a basis for, any obligation or liability on the part of any of the Clients.
- 14** Any Client or undersigned counsel disclosing Defense Materials pursuant to this Agreement represents that it has the right to make such disclosure under this Agreement, but otherwise makes no representations or warranties, express or implied, as to the quality, accuracy, and completeness of any Defense Materials disclosed hereunder, and such Client or undersigned counsel, its affiliates and representatives shall have no liability whatsoever with respect to the use of or reliance upon the disclosed Defense Materials.
- 15** In the event that either Client chooses to withdraw from this Agreement, the appropriate counsel or Client shall promptly give notice of that fact to all other parties to this Agreement, and this Agreement shall terminate, except that:
- (a) paragraph 5.2 of the NDA shall apply *mutatis mutandis* in relation to the return, destruction, erasure and/or retention of Defense Materials; and
  - (b) each Client and its undersigned counsel shall continue to be bound by the obligations of confidentiality provided herein with respect to Defense Materials previously furnished pursuant to this Agreement for a period of 3 years.
- 16** Each undersigned counsel (and, if and to the extent applicable taking into account the limitations in clause 2 above, Client) shall, and shall procure that the other members of the External Antitrust/Regulatory Clean Team shall:
- (a) maintain a record of Defense Materials received, any copies made thereof and materials derived therefrom and the names of such persons to whom such information has been disclosed;
  - (b) keep Defense Materials and any copies thereof secure and in such a way as to prevent unauthorised access by any third party; and
  - (c) if and to the extent that Defense Materials are provided in electronic format, if and to the extent possible, not store such information on any computer, word processor or other device, unless access to the file is protected by password and/or restricted to those individuals who are actively engaged on the project and bound by this Agreement.
- 17** Notwithstanding the generality of Clause 16, in light of considerations relating to Rule 21.3 of the Code and PS30:
- (a) Prior to receiving any Restricted Information relating to Shire, Takeda and Takeda's undersigned counsel shall (and Takeda and Takeda's undersigned counsel shall procure that any other member of Takeda's External Antitrust/Regulatory Clean Team shall) provide to the Takeover Panel a written confirmation substantially in the forms set out in Appendix 1, Parts A, B, C and D, or in such other form as the

Takeover Panel requires. Takeda and its undersigned counsel agree and acknowledge that the relevant confirmations being given by them and to be given by any other member of Takeda's External Antitrust/Regulatory Clean Team are being given by them for the benefit of Shire and may be relied upon and enforced by Shire as if expressly set out in Shire's favour in this Agreement.

- (b) Takeda's undersigned counsel shall promptly inform Shire's undersigned counsel and the Takeover Panel in the event that there has been a breach of any of the confirmations provided to the Takeover Panel pursuant to sub-clause 17(a) above.
- (c) Takeda's undersigned counsel confirms that Jonas Koponen has been appointed as the individual who will review all advice to be provided by any member of the External Antitrust/Regulatory Clean Team to Takeda to ensure that it does not disclose any Restricted Information relating to Shire or any other information which enables Takeda to deduce the Restricted Information relating to Shire.
- (d) Takeda's undersigned counsel shall procure that a list of individuals who are part of Takeda's External Antitrust/Regulatory Clean Team shall be maintained by each member of Takeda's External Antitrust/Regulatory Clean Team and there shall be a nominated individual at each member of Takeda's External Antitrust/Regulatory Clean Team primarily responsible for ensuring compliance with this Agreement (the "**Responsible Person**").
- (e) Each Client and their undersigned counsel shall, and shall procure that each other member of their respective External Antitrust/Regulatory Clean Team shall, ensure that:
  - (i) if and to the extent any merger notifications, filings and submissions themselves include Restricted Information and (whether in draft or submitted) are shared with the other Client, such Restricted Information will be redacted before these documents are shared;
  - (ii) if and to the extent the Clients or any of their advisers who are not members of the External Antitrust/Regulatory Clean Team are to participate in meetings or calls with any relevant antitrust or regulatory authorities or are to receive correspondence from any such authorities, appropriate arrangements will be put in place to ensure that no Restricted Information is provided to the other Client or such other advisers;
  - (iii) they provide Restricted Information separately from any other data and information being provided in connection with the Transaction (e.g. non-confidential business information needed for the antitrust or regulatory analysis, any other information exchanged by the parties for the purposes of due diligence or other analysis required in connection with the Transaction);
  - (iv) when receiving Restricted Information, it will be properly ring-fenced (including from the corporate and transactional legal deal teams);
  - (v) if and to the extent Restricted Information is provided by email, or documents or materials containing or derived from the information are circulated by email, all such emails or documents will be filed to a separate ring-fenced filing system to which there is restricted access;

- (vi) if and to the extent Restricted Information is provided via a dedicated online data room (the “DR”), only the members of the External Antitrust/Regulatory Clean Team will have access to the DR; and
  - (vii) if any member of the External Antitrust/Regulatory Clean Team advises that it cannot put in place the ring-fenced safeguards set out at sub-classes 17(e)(iv)-(vi) (e.g. due to IT limitations), then no Restricted Information will be provided to these members until such alternative structure has also been agreed with the Takeover Panel.
- 18** Within 30 days after termination of the Transaction, or termination of discussions or negotiations on the Transaction, each Client and undersigned counsel shall, and shall procure that each member of their respective External Antitrust/Regulatory Clean Team shall, in accordance with paragraph 5 of the NDA (which shall apply *mutatis mutandis*) return, destroy or erase all Defense Materials furnished by the other Client or member of the other External Antitrust/Regulatory Clean Team pursuant to this Agreement.
- 19** This Agreement, its terms, and the activities conducted pursuant to this Agreement, constitute confidential Defense Materials. Each Client and undersigned counsel agrees not to disclose this Agreement or its terms to anyone except insofar as permitted under the terms of this Agreement; provided that a copy of this Agreement may be provided to the Takeover Panel upon request and uploaded to the Clients' offer specific websites as required under the Takeover Code.
- 20** This Agreement shall be binding upon each Client's respective successors, legal representatives and permitted assigns. This Agreement is solely for the benefit of the Clients hereto.
- 21** This Agreement shall be governed exclusively by the laws of England and Wales and the Clients and undersigned counsel submit to the exclusive jurisdiction of the English courts.
- 22** This Agreement constitutes the entire and complete agreement between the Clients and undersigned counsel and supersedes any earlier joint defense agreements between or among any of the undersigned regarding the Transaction, whether written or oral, pursuant to which Defense Materials have been exchanged. Notwithstanding the foregoing, the NDA and Clean Team Agreement are excluded from this provision and remain in force.
- 23** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibitions or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 24** Each Client and undersigned counsel shall, and each Client shall procure that any External Antitrust/Regulatory Clean Team member (with the exception of Retained Experts) retained by it shall, promptly notify the other Client upon becoming aware of any breach of this Agreement.
- 25** The Client and undersigned counsel acknowledge and agree that a breach of this Agreement by any Client, or member of the External Antitrust/Regulatory Clean Team may cause continuing and irreparable injury to the business of a Client as a direct result of such violation, for which remedies at law may be inadequate, and that any Client shall therefore be entitled, in the event of any actual or threatened violation of this Agreement or such

confirmations by another Client or anyone retained by such Client, and in addition to any other remedies available to it, to seek a temporary restraining order and to seek injunctive relief against the other Client to prevent any violations of this Agreement, and to seek any other appropriate equitable relief and no proof of special damages will be necessary to enforce the terms of this Agreement.

- 26** No failure or delay by any Client or undersigned counsel to this Agreement to exercise any right, power, or privilege under this Agreement shall operate as a waiver of it, nor will any single or partial exercise of it preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.
- 27** This Agreement may be executed in one or more counterparts, and by the parties on separate counterparts, but will not be effective until each Party has executed at least one counterpart. Each counterpart will constitute an original of this letter, but all the counterparts will together constitute but one and the same instrument.
- 28** This Agreement may not be amended or modified except by a written agreement signed by each Client and undersigned counsel hereto, provided that any Client may unilaterally designate additional counsel representing such Client with respect to the Transaction or the Matter, who shall, upon executing a copy of this Agreement and delivering such executed copy to the other Client or its undersigned counsel, become parties to the Agreement in all respects as if they were original undersigned counsel.
- 29** Takeda hereby irrevocably appoints Hackwood Secretaries Limited of One Silk Street, London EC2Y 8HQ as its agent for service of process in England and Wales.

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

TAKEDA

By: /s/ Yasushi Kojima

Date: 30 April 2018

LINKLATERS LLP

Counsel to Takeda

By: /s/ Jonas Koponen

Date: 30 April 2018

SHIRE

By: /s/ W R Mordan

Date: 30 April 2018

Bill Mordan  
General Counsel and Company Secretary

SLAUGHTER AND MAY

Counsel to Shire

By: /s/ Claire Jeffs

Date: 1 May 2018

## APPENDIX 1

### PART A

#### Form of Confirmation of Takeda

Takeda Pharmaceutical Company Limited

1-1 Doshomachi 4-chrome

Chuo-ku, Osaka 540-8645

Japan

#### Private and Confidential

George Fry

The Takeover Panel

10 Paternoster Square

London

EC4M 7DY

#### By Email

April 30, 2018

Dear George Fry,

#### TAKEDA PHARMACEUTICAL COMPANY LIMITED (“Takeda”) / SHIRE PLC (“Shire”)

We refer to the discussions you have had with Linklaters LLP regarding regulatory clearances with reference to a possible transaction involving Takeda and Shire (the **Transaction**).

Pursuant to paragraph 4.1(c) of Practice Statement No.30, issued by the Takeover Panel and dated 8 October 2015, we confirm that:

- 1** we waive any rights to request the Restricted Information from any member of the External Antitrust/Regulatory Clean Team and waive any legal or professional obligations of disclosure which any member of the External Antitrust/Regulatory Clean Team may owe to us in respect of the Restricted Information;
- 2** no director or employee of Takeda will receive or have access to any Restricted Information until the offer becomes unconditional in all respects, and
- 3** we will promptly inform the Takeover Panel if any Restricted Information comes into our possession.

Yours sincerely,

/s/ Yasushi Kojima

Yasushi Kojima

Title: Deputy General Manager, Japan Legal

Legally privileged and confidential  
External counsels' work product

## PART B

### Form of Confirmation of Lead External Antitrust/Regulatory Legal Counsel

**Linklaters** Linklaters LLP

One Silk Street  
London EC2Y 8HQ

#### Private and Confidential

George Fry  
The Takeover Panel  
10 Paternoster Square  
London  
EC4M 7DY

#### By Email

April 30, 2018

Dear George Fry,

#### **TAKEDA PHARMACEUTICAL COMPANY LIMITED (“Takeda”) / SHIRE PLC (“Shire”)**

We are retained as external legal counsel by Takeda to advise on antitrust and/or regulatory clearances relating to a possible transaction involving Takeda and Shire (the **Transaction**).

Pursuant to paragraph 4.1(a) of Practice Statement No.30 issued by the Takeover Panel and dated 8 October 2015 (**PS 30**), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed Jonas Koponen as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by Linklaters LLP and who will review all advice to be provided by any member of the Clean Team to Takeda to ensure that it does not disclose any Restricted Information or any other information which enables Takeda to deduce the Restricted Information.

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- 1** we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to the offeror or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;
- 2** effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and

- 3** we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

If and to the extent that it is determined to be necessary or appropriate to instruct law firms in other jurisdictions over and above those already set out in the accompanying Submission, for which corresponding confirmations have been provided, we will provide the Takeover Panel with the names of any such additional firms to be instructed and will seek the Takeover Panel's permission to provide Restricted Information to them on the basis of PS30.

Yours sincerely,

/s/ Jonas Koponen

Jonas Koponen

## ANNEX

### LIST OF KEY INDIVIDUALS

#### PROPOSED TO BE INCLUDED IN THE EXTERNAL ANTITRUST/REGULATORY CLEAN TEAM

<b>Name</b>	<b>Position</b>	<b>Role in the Transaction</b>
Fay Zhou	Partner	Outside counsel
Jeff Schmidt	Partner	Outside counsel
Jonas Koponen	Partner	Outside counsel
Tom McGrath	Partner	Outside counsel
Antonia Sherman	Counsel	Outside counsel
Anna Mitchell	Managing Associate	Outside counsel
Daniel Dukki Moon	Senior Associate	Outside counsel
Maikel Van Wissen	Managing Associate	Outside counsel
Xi Liao	Managing Associate	Outside counsel
Eva Beyer Blumental	Associate	Outside counsel
Lucas Vanassche	Associate	Outside counsel
Mar Garcia	Associate	Outside counsel
Philipp Studt	Associate	Outside counsel
Yumiko Kato	Foreign Legal Advisor	Outside counsel
Catherine Morey	Paralegal	Outside counsel

## PART C

Form of Confirmation of Overseas External Antitrust/Regulatory Legal Counsel

*[Letterhead of Takeda Overseas Legal Adviser]*

Private and Confidential

George Fry

The Takeover Panel

10 Paternoster Square

London

EC4M 7DY

By Email

*[Date]*

Dear George Fry,

### **TAKEDA PHARMACEUTICAL COMPANY LIMITED (“Takeda”) / SHIRE PLC (“Shire”)**

We are retained as external legal counsel by Takeda to advise on antitrust and/or regulatory clearances relating to a possible transaction involving Takeda and Shire (the **Transaction**).

Pursuant to paragraph 4.1(a) of Practice Statement No.30 issued by the Takeover Panel and dated 8 October 2015 (**PS 30**), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed Jonas Koponen as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by [Takeda Overseas Legal Adviser].

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- 1** we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to the offeror or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;
- 2** effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and
- 3** we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

Yours sincerely,

*[Responsible Person must be signatory to this confirmation]*

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**ANNEX**

**LIST OF KEY INDIVIDUALS**

**PROPOSED TO BE INCLUDED IN THE EXTERNAL ANTITRUST/REGULATORY CLEAN  
TEAM**

<b>Name</b>	<b>Position</b>	<b>Role in the Transaction</b>
[•]	[•]	Outside counsel

## PART D

### **Form of Confirmation of Retained Expert Firm**

*[Letterhead of independent economic experts]*

Private and Confidential

George Fry

The Takeover Panel

10 Paternoster Square

London

EC4M 7DY

#### **By Email**

[Date]

Dear George Fry,

#### **TAKEDA PHARMACEUTICAL COMPANY LIMITED (“Takeda”) / SHIRE PLC (“Shire”)**

We are retained by Takeda to assist in the economic analysis and preparation of filings and submissions for antitrust and/or regulatory clearances in relation to a possible transaction involving Takeda and Shire (the Transaction).

Pursuant to paragraph 4.1(a) of Practice Statement No.30 issued by the Takeover Panel and dated 8 October 2015 (PS 30), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed Jonas Koponen as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by [economic firm].

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- 1** we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to the offeror or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;
- 2** effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and
- 3** we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

Yours sincerely,

*[Responsible Person must be signatory to this confirmation]*

**ANNEX**

**LIST OF KEY INDIVIDUALS**

**PROPOSED TO BE INCLUDED IN THE EXTERNAL ANTITRUST/REGULATORY CLEAN  
TEAM**

<b>Name</b>	<b>Position</b>	<b>Role in the Transaction</b>
[•]	[•]	Consultant
[•]	[•]	Consultant
[•]	[•]	Consultant
[•]	[•]	Consultant