

Equiniti Financial Services Limited Dealing Facility Terms and Conditions

Risk warning: The price and value of investments and any income from them can go down as well as up.

Past performance is no guide to future performance.

It is entirely your decision whether or not to conduct a transaction using this service.

To understand more about how Equiniti uses and safeguards your data, please refer to the Privacy Notice at <https://privacy.equiniti.com> or contact Equiniti on 0333 207 5962.

Definitions

'Company' means Takeda Pharmaceutical Company Limited

'Dealing Facility' means the dealing facility referred to in the Scheme, such dealing facility to be offered pursuant to these Dealing Facility Terms and Conditions

'Dealing Facility Sales Process Cut-Off Date' means each of: (i) the date which is the seventh business day after the Effective Date; (ii) the date which is every two weeks after the date set out in (i); and (iii) the date falling three months after the Effective Date (as defined in the Scheme Document)

'EEA' means the European Economic Area as at the date of these Dealing Facility Terms and Conditions

'Election Return Time' means 6.00 p.m. (London time) on the date falling two calendar days before the date on which the Scheme Record Time (as defined below) falls, being the latest time for lodging a Form of Election

'Equiniti' means Equiniti Financial Services Limited

'FCA' means Financial Conduct Authority

'FCA Rules' means the rules made by the FCA as amended from time to time

'Full Unit' means 100 Shares in the Company

'Nomura' means Nomura Bank (Luxembourg) S.A. and/or Nomura Securities, Co., Limited

'Part Unit' represents amounts of 1-99 Shares inclusive in the Company

'Scheme Record Time' means 6.00 p.m. (London time) on the calendar day following the date of the Court Sanction Hearing (as defined in the Scheme Document)

'Shares' means shares of common stock of no par value in the Company received under the Scheme

'Shire' means 'Shire plc'

'We, our, us' means Equiniti

'You, yours' means the person(s) named on the accompanying WHITE Certificated Form of Election.

Unless the context otherwise requires, the definitions used in the Scheme Document also apply to these Dealing Facility Terms and Conditions.

These Dealing Facility Terms and Conditions should be read in conjunction with the accompanying scheme document dated 12 November 2018 (the 'Scheme Document') containing the full terms and conditions of the scheme of arrangement proposed to be made between Shire and the Scheme Shareholders (as defined in the Scheme Document) to implement the acquisition of Shire by the Company (the 'Scheme').

The Facility

1. This facility is provided on an execution-only basis. In other words, we will carry out your instructions but we do not give any kind of investment or tax advice, nor advise you on the merits of any particular transaction. In particular, we will not assess the suitability of transactions conducted for you or services provided to you under these Dealing Facility Terms and Conditions and you do not benefit from the FCA Rules on

assessing suitability. If you are in any doubt about using the facility, you should consult a professional adviser.

2. The facility is provided by Equiniti, which is authorised and regulated by the FCA of 12 Endeavour Square, London E20 1JN (under reference 468631). The main business of Equiniti is investment and general insurance services. Our registered office is in the United Kingdom at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA. Registered in England and Wales, number 6208699.

3. You can only use the Dealing Facility for selling Shares if you: (i) hold 200 or fewer ordinary shares in Shire in certificated form as at the Scheme Record Time, and have a registered address in the EEA, Channel Islands, Isle of Man, Switzerland or Gibraltar as at the Scheme Record Time, and (ii) have made a valid Dealing Facility Election by completing the Dealing Facility Election section of the WHITE Certificated Form of Election and returning the WHITE Certificated Form of Election to Equiniti in accordance with the instructions printed thereon. Instructions to deal Shares from any other country will not be actioned.

4. Please read carefully through these Dealing Facility Terms and Conditions. They describe the basis on which we will provide the facility, and they will come into effect as soon as you have made a valid Dealing Facility Election by completing and returning the WHITE Certificated Form of Election to Equiniti in accordance with the instructions printed thereon and Equiniti has accepted you as a customer.

5. By returning your WHITE Certificated Form of Election you appoint Equiniti as agent to arrange to sell your entire holding of Shares.

The Dealing Facility can only be used to sell your entire holding of Shares. It is not possible to elect to use the facility in respect of only part of your holding of shares or in respect of any shares of common stock of no par value in the Company not received under the Scheme.

6. You must have the right to sell these Shares at the time we place the trade. When you complete the Dealing Facility Election section of the WHITE Certificated Form of Election and return the WHITE Certificated Form of Election to Equiniti in accordance with the instructions printed thereon you will be guaranteeing that you have the right to sell the Shares free from any liens, charges and other third party rights. You also authorise Equiniti to execute a transfer to give effect to the sale of those Shares.

7. You must be 18 or over to use the Dealing Facility. We reserve the right to refuse to accept a Dealing Facility Election. If the Dealing Facility Election section of your WHITE Certificated Form of Election is incomplete or includes a mistake, we may try to contact you for clarification or we may return your WHITE Certificated Form of Election without carrying it out if we deem it to be invalid. We will not be liable for any loss you suffer as a result of this clause. Dealing Facility Elections in respect of shares which are held in joint names must be signed by or on behalf of all such joint holders.

8. If you subsequently wish to withdraw or amend your election under the Dealing Facility, please contact Equiniti in writing by no later than 1.00 p.m. (London Time) on the

Business Day immediately prior to the date of the Election Return Time in accordance with the instructions set out in the Scheme Document. After this deadline, you will not be able to cancel your election under the Dealing Facility.

Elections under the Dealing Facility cannot be made over the phone. Shares will only be sold following the Scheme Effective Time. The Share price may change significantly between the time you decide to deal and the time we actually trade your Shares.

9. The decision to sell Shares is your responsibility.

10. We reserve the right to extend the facility subject to the terms of the Scheme.

Share dealings

11.1 Equiniti will arrange for all valid Dealing Facility Elections received by the Election Return Time to be aggregated and for an instruction to be transmitted to Nomura to place trades for the aggregate whole number of Shares to be sold pursuant to such Dealing Facility Elections on the Tokyo Stock Exchange as soon as practicable following the Effective Date.

11.2 Any order shall not exceed 15% of the average daily trading volume during the four weeks preceding the week in which the sales day falls.

11.3 Nomura may sell Full Units in a combined order and/or in several orders and/or as a limit order and/or on separate days. If this means trades are placed on different days, completion of the trades may be delayed accordingly. If trades of Full Units are carried out at different prices, Nomura will combine these prices to produce an average price.

11.4 Nomura will arrange the sale of Part Units at the closing market price on the relevant trade date. If sales of Part Units are carried out on different days at different prices, Nomura will combine these prices to produce an average price.

11.5 The final price for all Full Units and Part Units will be combined to produce one average price so that all persons who have validly elected to sell their Shares under the Dealing Facility will benefit from the same price. This may work to your advantage or disadvantage compared with the price you would have obtained if the sale of your Shares had been dealt with on its own.

11.6 Nomura will apply a sales commission fee of 0.3% of the total trade value. Nomura will also arrange conversion of the net sale proceeds (after deduction of such 0.3% sales commission fee) into Sterling (GB£) at the prevailing market rate and will apply an exchange rate conversion fee of 0.25%. You will therefore receive the proceeds of the sale of your Shares in Sterling (GB£), net of these fees pro rata to the number of Shares you received pursuant to the Scheme.

11.7 Where a transaction results in you being entitled to a fraction of a penny, we will round down where the consideration is less than 0.5p and round up when 0.5p or higher. When we aggregate your order with those of other customers and apply any rounding, there may be instances when a small residual balance remains. Where this occurs, you consent to us releasing any such amount to a registered charity of our choice, for or on your behalf. Accordingly, you agree that we will not remit that amount to you, nor hold it as client money for you, and you shall not have a proprietary claim over such amount. If the relevant execution venue is closed, we will hold over your transaction until the day it next opens for business.

11.8 If a Scheme Shareholder completes and submits a valid Dealing Facility Election after the Election Return Time but prior to the date falling three months after the Effective Date, the relevant Shares will be sold through the Dealing Facility as soon as possible after the next Dealing Facility Sales

Process Cut-Off Date falling after the valid submission of the Dealing Facility Election.

Trade Settlement Policy

12. Following execution, we will, by close of business on the following Business Day, issue you with a confirmation which sets out key details of the transaction such as where and when the trade was placed, the price obtained and the intended settlement date. The settlement date is the date we have agreed with Nomura to complete the transaction.

Whilst we will notify you of the intended settlement date on our trade confirmation, it is possible that actual settlement may not occur due to circumstances outside of our control, e.g. if the Shares you have requested us to sell are not accepted by and paid for by Nomura.

On settlement, our customer records will be updated to confirm your entitlement to the cash. Nomura will arrange for the conversion of the net sale proceeds and round down to the nearest whole penny from Japanese Yen (JPY) to Sterling (GB£) at the prevailing interbank market spot rate. This will be the exchange rate available at the time for immediate settlement. Once Equiniti is in receipt of cleared funds from Nomura a cheque for the net proceeds will then be sent to you in Sterling (GB£).

Where the transaction(s) results in you being entitled to a fraction of a penny, the treatment by Equiniti may result in us making a gain, in which case you consent to us releasing any such amount to a registered charity of our choice, for or on your behalf. Accordingly, you agree that we will not remit that amount to you, nor hold it as client money for you, and you shall not have a proprietary claim over such amount. We will make cheques payable to the registered holder(s). We cannot accept an instruction to make them payable to anyone else unless the registered holder is deceased. In these cases only, we will accept signed instructions from the registered representatives to make the cheque payable to solicitors or executor(s)/administrator(s). You should keep all transaction advices for tax purposes.

Communications

13. The language of any agreements and transactions between you and us under these Dealing Facility Terms and Conditions will be English. We will always communicate with you in English.

Please address all letters, instructions, notices and other documents for us to: Equiniti, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom

14. If you have a complaint of any kind, please let us know. We will do our utmost to sort it out. You can put your complaint in writing to us at: Complaint Resolution, Equiniti, PO Box 4608, Worthing, West Sussex BN99 6NZ United Kingdom or email us at concerns@equiniti.com or call us on 0371 384 2030. Lines are open 8.30am to 5.30pm Monday to Friday UK time.

If we cannot resolve the issue between us, you may – if you are eligible – ask the independent Financial Ombudsman Service to review your complaint. Our leaflet 'What will happen if you complain' has more details about our complaints procedure. You're welcome to ask us for a copy at any time.

We are a member of the Financial Services Compensation Scheme, set up under the Financial Services and Markets Act 2000. If we cannot meet our obligations, you may be entitled to compensation from the Financial Services Compensation Scheme. This will depend on the type of agreement you have with us and the circumstances of the claim. Most types of claims for FCA regulated business are covered for 100% of the first £50,000 per person. This limit applies to all assets

held by Equiniti. The maximum compensation is £50,000 per person. For more details about the Financial Services Compensation Scheme

- call the helpline on 0800 678 1100 or 0207 741 4100
- go to its website at www.fscs.org.uk
- write to FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom

Other terms and conditions

15. Making an election under the Dealing Facility may alter your personal tax position. Also, the levels and bases of taxation can change. To be sure you understand all the possible tax implications, you should consult a qualified tax adviser. Your tax treatment will depend on your own personal circumstances.

16. This agreement is only for the benefit of you and us. It will not give any benefits to, nor be enforceable by, any third party.

17. In order to comply with UK money laundering regulations, we may need to confirm your identity. To help us do this, we may

- make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses, and/or
- ask you to supply us with proof of identity.

This could lead to a delay in the execution of a sale or in paying you the proceeds of a sale, or not being able to execute the sale at all.

In any of these circumstances, we will not be responsible for any resulting loss.

18. We will not be responsible for

- any indirect, special or consequential loss (including direct or indirect loss of profit), however caused, nor
- any loss connected to the timing of a transaction unless it results from the fraud, wilful default, negligence or a breach of the Conduct of Business Sourcebook or the Client Assets Sourcebook in the FCA Rules, on our part, or on the part of our employees or agents.

This in no way excludes or limits any obligations we owe you as our customer under the FCA Rules or the Financial Services and Markets Act 2000.

The amount of our liability for any claim you make (other than for fraud or a breach of the Conduct of Business Sourcebook or the Client Assets Sourcebook in the FCA Rules) will be no more than the difference between what you actually paid or received, and what you should have paid or received if we had carried out your election under the Dealing Facility in accordance with these Dealing Facility Terms and Conditions.

19. We will not be responsible for any delays, losses, costs, damages or expenses you suffer in the event of a 'force majeure' – meaning any failure, interruption or delay in the performance of our obligations as a result of

- industrial action,
- the malfunction or failure of any telecoms or computer service,
- the failure of third parties to carry out their obligations,
- the activities of government or international authorities, including changes in law or regulations,
- or any other event or circumstance not within our reasonable control provided, where relevant, that we have complied with the FCA Rules on business continuity. If this type of situation arises, however, we will remedy the situation as soon as reasonably possible.

20. We will be entitled to keep any gains made in the process of correcting mistaken Share deals, which would include buying or selling Shares at the prevailing market price without an instruction from you.

21. We will send any documents, at your risk, by post to your registered address. Neither we nor the Company will be responsible for any document before it reaches us or after we have sent it to you.

Our policy on conflicts of interest

22. It is possible we will carry out transactions or other business with you, or for you, that could involve a conflict in our duty towards you.

For instance, we or an associate might have a material interest in the transaction, or a business relationship with another party to it.

To deal with such situations, we follow a strict policy:

- we take all reasonable steps to identify and manage any potential or actual conflicts of interest that might arise,
- if we are unable, in a particular set of circumstances, to rule out the risk that you could be disadvantaged, we will wherever possible explain the potential conflict of interest to you beforehand.

You're welcome to call and ask us for a printed copy of our policy concerning possible conflicts of interest. At the time of the issue of this document no material conflicts of interest were identified which could not be managed in accordance with the process explained above.

Nothing in these Dealing Facility Terms and Conditions will prevent us carrying out services for others.

23. All cash balances will be held by us as client money under the FCA Rules and as follows:

- We will deposit the cash with a bank, or other financial institution, that is either regulated within the UK to hold client money or is regulated in another EEA country to hold deposits and permissions extend to offering these services within the UK.
- The bank will hold the cash on our behalf in an account separate to any account used to hold money belonging to us in our own right.
- We will not, however, be responsible for any acts or omissions of the bank.
- If the bank becomes insolvent, we will have a claim on behalf of our clients against the bank. If, however, the bank cannot repay all of its creditors, any shortfall may have to be shared pro rata between them.
- You will not be paid interest on cash balances. We will also keep any interest earned or any equivalent fee that the bank in question pays us.
- If, for any reason, a payment we send to you under these Dealing Facility Terms and Conditions does not reach you, we will continue to hold the cash as client money for six years. If, during those six years, there has been no movement on your balance, we may write to you at your last known address at any time after the end of the six years to say that if we do not hear from you within the next 28 days, we will no longer treat the cash as client money and pay to a charity of our choice. Even if we do stop holding the cash as client money, we will still make good any valid claim you may have to the cash.
- If we are holding cash (whether as client money or not) we may withdraw the cash and apply it towards paying any fees, charges, and other sums due to us.

- If in the course of settling a transaction, the movement of funds as part of the transaction which may be through a commercial settlement system on a “delivery versus payment” basis and for a period of time (normally less than one business day, but not exceeding three business days) will not be treated as client money.
- The FCA has given us permission to deposit some of our client monies with banks under unbreakable term deposit arrangements of up to 95 days which represents a change to the current maximum deposit term of 30 days set under the FCA Rules. In the unlikely event of any issues experienced by us or any of our banks which requires a return of any client money to you, you should be aware there may be a delay in the funds being distributed to you as a result of these extended deposit terms being applied. This change does not in any way affect your ability to withdraw funds from your account or undertake any transactions under normal conditions.

24. You will be classified for the purposes of the FCA Rules as a retail client. If, however, you would otherwise be an eligible counterparty or a professional client, you may not necessarily have the rights of a retail client under the Financial Services Compensation Scheme. For more information on complaints/compensation, please see paragraph 14 of these Dealing Facility Terms and Conditions.

25. These Dealing Facility Terms and Conditions are governed by English law. You agree that any disputes relating to this agreement may only be dealt with by the courts of England and Wales.

26. In accepting these Dealing Facility Terms and Conditions you agree that we may transfer our obligations under these Dealing Facility Terms and Conditions to any other company, if that other company writes to you and undertakes to carry out all our duties and obligations under these Dealing Facility Terms and Conditions. If it does so, you agree that we will be released from all those duties and obligations that such company has undertaken to carry out. We shall satisfy ourselves that any such company is competent to carry out those functions and duties transferred and is regulated to do so by the FCA, if such regulation is required. As part of transferring our rights and obligations to a third party, we may transfer all of the cash, investments and information we hold under these Dealing Facility Terms and Conditions to the third party or its nominee. Where funds are held by us as client money, the third party will continue to hold this as client money.

Alternative Formats

To request these Dealing Facility Terms and Conditions in an alternative format, for example Braille, large print or audio tape, please contact us on:

UK Helpline: 0371 384 2030

International Helpline: +44 121 415 7047

A text phone service is also available on:

UK: 0371 384 2255

International: +44 121 415 7028

Lines are open from 8.30am to 5.30pm (UK time) Monday to Friday excluding public holidays in England and Wales.