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

FORM 10-Q/A
(Amendment No. 1)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2016

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File Number 001-37368

ADAPTIMMUNE THERAPEUTICS PLC
(Exact name of Registrant as specified in its charter)

England and Wales	**Not Applicable**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

101 Park Drive, Milton Park
Abingdon, Oxfordshire OX14 4RY
United Kingdom
(44) 1235 430000
(Address of principal executive offices)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer☐	Accelerated filer☒
Non-accelerated filer☐	Smaller reporting company☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes ☒ No

As of April 5, 2017 the number of outstanding ordinary shares par value £0.001 per share of the Registrant is 560,976,430.

Explanatory Note

This Amendment No. 1 ("Amendment") on Form 10-Q/A amends the quarterly report on Form 10-Q of Adaptimmune Therapeutics PLC (the "Company") for the period ended September 30, 2016, as filed with the Securities and Exchange Commission ("the Commission") on November 10, 2016 (the "Form 10-Q").

This Amendment is an exhibit-only filing solely for the purpose of filing revised Exhibit 10.11 and revised Exhibit 10.13 in connection with the the confidential treatment process. No revisions are being made to the Company's financials statements and this Amendment does not reflect events occurring after the filing of the Form 10-Q, or modify or update those disclosures that may be affected by subsequent events, and no other changes are being made to any other disclosure contained in the Form 10-Q.

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PART II — OTHER INFORMATION

Exhibits

Item 6. Exhibits.

The following exhibits are either provided with this Quarterly Report on Form 10-Q or are incorporated herein by reference:

Exhibit Number	Description of Exhibit
3.1*	Articles of Association of Adaptimmune Therapeutics plc (incorporated by reference to Exhibit 3.1 to our Form 8-K filed with the SEC on June 16, 2016).
10.1*	Letter of Appointment, dated August 9, 2016 and effective August 11, 2016, between the Company and David M. Mott (incorporated by reference to Exhibit 10.1 to our Form 8-K filed with the SEC on August 12, 2016).
10.2*	Letter of Appointment, dated August 9, 2016 and effective August 11, 2016, between the Company and Lawrence M. Alleva (incorporated by reference to Exhibit 10.2 to our Form 8-K filed with the SEC on August 12, 2016).
10.3*	Letter of Appointment, dated August 9, 2016 and effective August 11, 2016, between the Company and Ali Behbahani (incorporated by reference to Exhibit 10.3 to our Form 8-K filed with the SEC on August 12, 2016).
10.4*	Letter of Appointment, dated August 9, 2016 and effective August 11, 2016, between the Company and Ian M. Laing (incorporated by reference to Exhibit 10.4 to our Form 8-K filed with the SEC on August 12, 2016).
10.5*	Letter of Appointment, dated August 9, 2016 and effective August 11 2016, between the Company and Elliott Sigal (incorporated by reference to Exhibit 10.5 to our Form 8-K filed with the SEC on August 12, 2016).
10.6*	Letter of Appointment, dated August 9, 2016 and effective August 11, 2016, between the Company and Peter Thompson (incorporated by reference to Exhibit 10.6 to our Form 8-K filed with the SEC on August 12, 2016).
10.7*	Letter of Appointment, dated October 26, 2016 and effective November 1, 2016, between the Company and Giles Kerr.
10.8*	Letter of Appointment, dated November 7, 2016 and effective November 14, 2016, between the Company and Tal Zaks.
10.9*	First Amendment to Employment Agreement, dated September 6, 2016 and effective April 6, 2015, between Adaptimmune LLC and Adrian Rawcliffe.
10.10*†	Services Agreement, dated September 13, 2016, by and between Adaptimmune Limited and PCT, LLC.
10.11**†	Strategic Alliance Agreement, dated September 23, 2016, by and between Adaptimmune LLC and The University Of Texas M.D. Anderson Cancer Center.
10.12*	Lease, dated October 24, 2016, by and between MEPC Milton Park No. 1 Limited and MEPC Milton Park No. 2 Limited, Adaptimmune Limited and Adaptimmune Therapeutics plc relating to 60 Jubilee Avenue Milton Park.
10.13**†	Clinical Trial Collaboration and Supply Agreement, dated October 27, 2016, by and between Merck Sharp & Dohme B.V. and Adaptimmune Limited.
10.14*	Letter, dated September 12, 2016, and effective November 8, 2016, between the Company and Immunocore Limited recording mutual agreement to terminate target collaboration agreement with termination effective on March 1, 2017.
31.1**	Certificate of Chief Executive Officer pursuant to 17 CFR 240.13a-14(a).
31.2**	Certificate of Chief Financial Officer pursuant to 17 CFR 240.13a-14(a).
32.1**	Certificate of Chief Executive Officer pursuant to 17 CFR 240.13a-14(b) and 18 U.S.C.1350.
32.2**	Certificate of Chief Financial Officer pursuant to 17 CFR 240.13a-14(b) and 18 U.S.C.1350.
101.INS*	XBRL Instance Document.
101.SCH*	XBRL Taxonomy Extension Schema Document.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.

* Previously filed.
** Filed herewith.
† Confidential treatment requested by the Company as to portions of the exhibit. Confidential materials omitted and filed separately with the Securities and Exchange Commission.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

ADAPTIMMUNE THERAPEUTICS PLC

April 6, 2017

/s/ James Noble
James Noble
Chief Executive Officer

April 6, 2017

/s/ Adrian Rawcliffe
Adrian Rawcliffe
Chief Financial Officer

STRATEGIC ALLIANCE AGREEMENT

This Strategic Collaboration Agreement ("Agreement"), effective as of the 23rd day of September, 2016 ("Effective Date"), is entered into by and between The University of Texas M. D. Anderson Cancer Center, with a place of business located at 1515 Holcombe Blvd., Houston, TX 77030, USA ("MD Anderson"), a member institution of The University of Texas System ("System") and Adaptimmune LLC, with a place of business located at 2001 Market Street, Philadelphia, PA 1903, USA ("Adaptimmune"); and Adaptimmune Limited, with a place of business at 101 Milton Park, Abingdon, Oxfordshire, OX14 4RY ("Adaptimmune Limited") (MD Anderson and Adaptimmune each a "Party" and collectively the "Parties").

WITNESSETH

Whereas Adaptimmune and Adaptimmune Limited are biotechnology companies involved in the field of research, development and marketing of pharmaceutical products and therapies, including the sponsorship of clinical trials.

Whereas MD Anderson is a comprehensive cancer research, treatment, and prevention center, with scientists and technicians in substantive fields relating to cancer research.

Whereas the Parties hereby wish to establish a strategic alliance, as further described herein, (" Alliance") whereby Adaptimmune will provide funding and in-kind support for: (a) one or more preclinical studies ("Pre-clinical Studies"); and (b) one or more clinical and related correlative studies ("Clinical Studies") to be conducted by MD Anderson pursuant to this Agreement (each such Clinical Study or Pre-clinical Study, a " Study," and all such Clinical Studies and Pre-clinical Studies, the "Studies.").

Now therefore, in consideration of the premises and the mutual covenants and conditions hereinafter recited, the Parties do hereby agree as follows:

1. Subject and Scope of Agreement

1.1 The initial scope of the Alliance will consist of the Studies described in Exhibit I, the details of which are to be mutually agreed upon by the JSC from time to time in accordance with Sections 1.5 – 1.8 below). The Studies and/or the scope of the Alliance may be replaced and/or changed as agreed upon by the JSC. Adaptimmune shall have responsibility for IND filing and monitoring unless otherwise agreed by JSC. The Alliance Funding (defined in Section 1.3 below) will cover enrollment of a minimum of *** Clinical Study subjects into Clinical Studies (with Clinical Studies in this context excluding any screening Study or long term follow-up Study) ("Minimum Patient Numbers"). MD Anderson represents and undertakes that (a) *** and (b) that the ***

(together (a) and (b) being the ***):

1.2 Adaptimmune shall be the sponsor of any Clinical Study. MDACC shall be responsible for the conduct of each Study in accordance with the relevant protocol and/or workscope. The Agreement shall govern the performance of Studies by MD Anderson and one or more Principal Investigator(s) on basis of

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Study specific documents ("Study Orders") as agreed upon by the Parties. This Agreement shall apply to all Studies set out in the Study Orders performed by MD Anderson and the MD Anderson principal investigator(s) responsible for the performance of such Studies ("Principal Investigator(s)") upon execution of Study Orders during the term of this Agreement. Each Study Order shall be substantially in the form attached as Exhibit III to this Agreement and shall detail the specifics of the Study to be performed under such Study Order including, without limitation, (i) the detailed Protocol or workscope, (ii) the Principal Investigator and (iii) identify any project-specific resources or support provided by Adaptimmune. In the event of any conflict of terms of this Agreement and the terms of a Study Order, the terms of this Agreement shall govern, unless the Study Order specifically and expressly supersedes this Agreement with respect to a specific term, and then only with respect to the particular Study Order and specific term. If there is any discrepancy or conflict between the terms contained in a Protocol or workscope and this Agreement and/or the relevant Study Order, the terms of the Protocol or workscope shall govern and control with respect to clinical/scientific matters and the terms of the Agreement and/or the relevant Study Order in that order shall govern and control with respect to all other matters, e.g., legal and financial matters.

1.3 Adaptimmune agrees to commit funding in an amount of at least nineteen million six hundred and forty four thousand Dollars US ($19,644,000) for the performance of the Studies as set out in Exhibit I during the term ("Alliance Funding"). The JSC may allocate and/or re-allocate funds to Studies as necessary and agreed by JSC. The basic per patient estimate for Clinical Studies is as follows: for screening Clinical Studies: $***, for long term follow-up Clinical Studies: $*** and for other Clinical Studies: $***. If the Parties extend the term by mutual agreement as set forth herein, the Parties shall negotiate in good faith the amount of future Study funding commitments by Adaptimmune applicable to such extended term. In the event a Study is terminated early, then in relation to any funds allocated to such Study, the Parties shall promptly discuss and agree upon a replacement of that Study with a new study of similar scope that is of mutual scientific interest to the Parties and that is approved by the JSC, and that will be funded by the Alliance Funding. If there is any Alliance Funding at the expiration or termination of this Agreement, it will be allocated to studies, research or tests agreed by the JSC, and such Alliance Funding will be payable in accordance with agreed milestones relevant to such agreed studies, research or tests.

The Parties understand that the compensation being paid to MD Anderson under this Agreement constitutes the fair market value of the services to be provided hereunder. Neither MD Anderson nor Principal Investigator shall seek or accept reimbursement from any third-party payor for any Study items or procedures supplied by or paid for by Adaptimmune under this Agreement. MD Anderson acknowledges that Adaptimmune may be obligated to disclose all payments made hereunder, including the provision of non-monetary items of value, as may be required under Applicable Law, including the Physician Payments Sunshine Act, passed as Section 6002 of the 2010 Patient Protection and Affordable Care Act and, to the extent required by Applicable Laws, agrees to keep and maintain relevant records of such and, upon Adaptimmune's reasonable request, provide such records to Adaptimmune to the extent such information is not already in Adaptimmune's possession, but only to the extent required for Adaptimmune to comply with its legally required reporting obligations. MD Anderson consents to such disclosure, to the extent such disclosure is required for Adaptimmune to comply with Applicable Laws. MD Anderson shall ensure that the Principal Investigator provides in a timely manner all such reasonable information to Adaptimmune necessary for Adaptimmune to comply with any disclosure requirements to the extent required by and in accordance with 21 C.F.R. Part 54, including but not limited to, any information required to be disclosed in connection with any financial relationship between Adaptimmune and the Principal Investigators and sub-investigators involved in the Study, as well as any immediate family members thereof. MD Anderson will ensure that Principal Investigator promptly updates any provided information if any relevant changes occur during the performance of any Study and for one year following completion of any Study.

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No amounts paid under this Agreement are intended to be for, nor shall they be construed as, an offer or payment made in exchange for any explicit or implicit agreement to purchase, prescribe, recommend, or provide a favorable formulary status, for any Adaptimmune product or service. Any such compensation will be consistent with fair market value in arms-length transactions and will not be determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the Parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs. MD Anderson and Adaptimmune each confirm that in entering into this Agreement they have not accepted any bribes or illegal inducements to enter into this Agreement or to perform any Study and will not accept any bribe or illegal inducement or offer any bribe or illegal inducement in the performance of or for the performance of any Study whether during or after the termination or expiry of this Agreement.

1.4 The nineteen million six hundred and forty four thousand Dollars US ($19,644,000) for the Studies shall be due and payable to MD Anderson according to the schedule outlined in Table 2 in Exhibit II. The JSC retains the right to prioritize and replace Studies as necessary subject to Section 1.6.

1.5 The Parties will establish a Joint Steering Committee ("JSC") of equal representation, comprised of three (3) representatives (employees, directors or consultants who are subject to appropriate confidentiality obligations) from each Party, with the representatives of each Party collectively having one vote on all matters to be decided upon by the JSC. Each Party can appoint and replace its representatives in the JSC at its own discretion through timely written notice to the other Party.

1.6 The JSC will have meetings (either in person, by teleconference or via electronic means) at least quarterly. At least one meeting per year will be conducted in person or by videoconference (including the kick-off meeting). The JSC will decide on matters by unanimous vote with each of MD Anderson and Adaptimmune exercising one vote each provided, however, that no action may lawfully be taken at any meeting unless at least two representatives of each Party (including for this purpose any proxy representative appointed as provided below) are present at the meeting. If a member of the JSC is unable to attend a meeting, he or she may appoint, in writing, a proxy to participate and vote in his or her stead. Decisions may also be made by electronic mail, provided such electronic mail is provided by at least two representatives from Adaptimmune and MD Anderson and such electronic mail is acknowledged to be received by the recipient. Although decision will be made by mutual agreement of the JSC, in the event of any disagreement, ***

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1.7 The main task of the JSC will be to oversee the Alliance. In order to achieve the objectives of the Alliance, the JSC will oversee each Study under the Alliance. The JSC will provide technical, scientific, clinical, and regulatory guidance to the Studies and will be responsible for monitoring progress of these Studies. Additional representatives can be invited by the JSC on a case by case basis should discussion of certain topics require so, provided that such guests will be subject to an obligation of confidentiality and non-use at least as strict as Section 5 below. In the event a Study is terminated early or does not initiate, the Parties shall promptly replace that Study with a new study similar in scope that is of mutual scientific interest to the Parties. Once agreed by the JSC, such replacement study will be funded by the Alliance Funding and payable in accordance with agreed milestones for such replacement study.

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1.8 In addition, the JSC will be responsible for coordinating resolution of problems arising in the Studies or in the Alliance as a whole. In the event of any matter to which the JSC cannot reach resolution, or in the event of any dispute arising as to any matter subject to JSC responsibility and save where Adaptimmune has the deciding vote in accordance with Section 1.6 above, such matter or dispute will be escalated to executive management of MD Anderson and Adaptimmune for good faith resolution. Both Parties shall use all reasonable efforts to resolve any matter or dispute on a timely basis.

1.9 MD Anderson represents and certifies that neither MD Anderson nor Principal Investigator will, directly or indirectly, offer or pay, or authorize an offer or payment of, any money or anything of value to any Public Official (defined below) or public entity, with the knowledge or intent that the payment, promise or gift, in whole or in part, will be made in order to improperly influence an official act or decision that will assist Adaptimmune in securing an improper advantage or in obtaining or retaining business or in directing business to any person or entity in relation to the Study. In addition to other rights or remedies under this Agreement or at law, Adaptimmune may terminate the affected Study Order if MD Anderson breaches any of the representations or certifications contained in this Section or if Adaptimmune learns that improper payments are being or have been made to any Public Official by MD Anderson or Investigator. For the purposes of this Agreement, "Public Official" means any officer or employee of a government, a public international organization or any department or agency thereof, or any person acting in an official capacity, including, for a public agency or enterprise; and any political party or party official, or any candidate for public office. Adaptimmune acknowledges and agrees that MD Anderson is an agency of the State of Texas, and its investigator, employees, and officers do constitute a Public Official, as used in this paragraph, for purposes of this Section. Notwithstanding anything in this Section 1.9, nothing in this Section shall constitute a limitation on MD Anderson's ability to operate within its legal capacity as an agency of the State of Texas, nor shall anything in this Agreement require MD Anderson to violate any law or to refrain from complying with any law applicable to MD Anderson.

2. Responsibilities and Compliance

2.1 Each Clinical Study shall be subject to review and approval of the Study protocol ("Protocol") as required by MD Anderson's Institutional Review Board ("Institutional Review Board" or "IRB") and/or any relevant authorities prior to commencement of the Study as may be required in order to comply with Applicable Laws.

2.2 The scope of the Study to be performed shall be set forth in the Protocol(s) or workscope referenced in the Study Order, which shall be incorporated by reference into such Study Order. These Protocol(s)/workscope shall be considered final after being agreed to by MD Anderson and Adaptimmune and, for Clinical Studies, including approval by MD Anderson's IRB. The Principal Investigator for a Clinical Study shall submit the Protocol and reports of the ongoing conduct of the Clinical Study to the IRB as required by the IRB, obtain written approval from the IRB, and inform the IRB of Study closure.

2.3 MD Anderson shall and will ensure that each Principal Investigator shall conduct a Study in accordance with (a) the terms and conditions of this Agreement and the relevant Study Order, (b) the provisions of the Protocol or workscope, as applicable, (c) applicable Good Clinical Practice requirements as incorporated by FDA regulations ("GCP"), (d) the ethical principles of the Declaration of Helsinki, as applicable, and (e) any and all applicable orders and mandates of relevant authorities (including the FDA) and IRB, and applicable MD Anderson policies. MD Anderson shall ensure that all persons participating in any Study are either employees of MD Anderson or are under legally binding obligations to MD Anderson requiring performance in accordance with the terms of this Agreement and that all persons

conducting any Study are properly trained with respect to their tasks performed for the Study. The Study shall be conducted at MD Anderson. Only Adaptimmune shall be entitled to amend or modify the Protocol, which amendments and modification must be approved by the IRB prior to implementation. Neither MD Anderson or Principal Investigator shall be entitled to amend any Protocol for any Study except as necessary to eliminate any immediate hazard to the safety, rights or welfare of the Study patient or unless required by the IRB. Any deviation from the Protocol must be agreed by Adaptimmune in advance unless necessary to eliminate an apparent immediate hazard to the safety, rights or welfare of any Study patient or unless required by the IRB. MD Anderson will promptly report any known deviation to Adaptimmune.

2.4 MD Anderson and Adaptimmune shall comply with all federal, state, and local laws and regulations as well as ethical codes applicable to the conduct of each such Study ("Applicable Laws") to the extent, in each case, applicable to the relevant performance of a Party's obligations under this Agreement and any Study Order.

2.5 Prior to the enrollment of any patient into any Clinical Study, MD Anderson and/or Principal Investigator shall forward to Adaptimmune evidence of approval of each Clinical Study by MD Anderson's IRB, and with respect to Studies for which MD Anderson serves as "sponsor" within the meaning of such term under Applicable Laws and regulations, evidence of approval of the Study by relevant regulatory authorities (or exemption from such regulatory authority/ies review and approval). MD Anderson shall, as required by Applicable Law, obtain from the IRB written evidence of continuing review and approval of the Study and shall provide evidence of such approval to Adaptimmune.

2.6 If, in the course of any Clinical Study at MD Anderson, a Study subject is injured by such Study subject's participation in the Study, MD Anderson and/or Principal Investigator shall inform Adaptimmune of any such injury by fax or email in case of serious and unexpected adverse reactions and/or serious and unexpected adverse events arising from the use of Study Drug as soon as reasonably possible and in any event in accordance with the timescales set out in the Protocol, and/or, if applicable, pregnancies, within the timelines stipulated in the Protocol, or if such is not stipulated in the Protocol, within *** (***) business days following MD Anderson or Principal Investigator becoming aware of such event.

2.7 MD Anderson represents that: (a) it has not been debarred by the FDA pursuant to its authority under Sections 306(a) and (b) of the U.S. Food,

Drug, and Cosmetic Act (21 U.S.C.. § 335(a) and (b)) and is not the subject of any investigation or proceeding which may result in debarment by the FDA, and to the extent applicable, it shall not use any Principal Investigator or Study team member in the performance of a Study that has been so debarred or subject to any such investigation or proceeding, and; (b) it is not included in the List of Excluded Individuals/Entities (maintained by the U.S. Department of Health and Human Services Office of Inspector General) or the List of Parties Excluded from Federal Procurement and Non-procurement maintained by the U.S. General Services Administration, and is not the subject of any investigation or proceeding which may result in inclusion in any such list, and to the extent applicable, it shall not use any Principal Investigator or Study team member in the performance of a Study that is so included or the subject of any such investigation or proceeding. MD Anderson agrees to promptly notify Adaptimmune in writing if it becomes aware of any such debarment, exclusion, investigation or proceeding of MD Anderson or, to the extent applicable, any Principal Investigator.

2.8 MD Anderson and Adaptimmune shall comply with all applicable federal, state and local laws pertaining to confidentiality, consent and disclosure of all information or records obtained and reviewed in the course of the Study, and shall permit access to such information or records only as authorized by a relevant Study subject, the IRB, and as authorized by law. Each Party agrees to comply with all provisions of the Health Insurance Portability and Accountability Act ("HIPAA") regulations (45 C.F.R.

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Parts 160 and 164) as to the protection and security of Protected Health Information (" PHI") to the extent applicable to a Party. Prior to participation of each subject in a Clinical Study, MD Anderson will ensure that (a) it has obtained a signed written informed consent document from the subject ("Consent") and (b) it has obtained a signed, written, HIPAA authorization that adequately discloses the circumstances under which the subject's personal data might be disclosed, as applicable, and documents the subject's express written authorization for use and disclosure of the subject's PHI for Study purposes, as applicable, pursuant to the HIPAA regulations (" Authorization"). MD Anderson will agree to the contents of any Consent or Authorization provided to any Study patient or prospective Study patient with Adaptimmune prior to use in any Clinical Study. Adaptimmune, Adaptimmune Limited and its Joint Research Partners will only obtain, access, use and disclose the individually identifiable health information of each Study Subject in accordance with and to the extent permitted by the IRB, Consent and the Authorization document and in accordance with this Agreement and Applicable Laws. "Joint Research Partners," for the purposes of this Agreement, means Adaptimmune Limited's strategic collaboration partner, GlaxoSmithKline (including all companies within the GlaxoSmithKline group of companies) but only to the extent and for the duration that GlaxoSmithKline remains a collaboration partner of Adaptimmune or otherwise takes over control of any Study Drug which is the subject of any Study. Adaptimmune shall have in place with its Joint Research Partners a written agreement with terms at least as stringent as those set out in this Agreement in relation to the obtaining, access, use and disclosure of individually identifiable health information under this Section 2.8 or the receipt, access, use and disclosure of MD Anderson Confidential Information under Section 5.

2.9 MD Anderson and Adaptimmune will promptly notify each other upon identifying any aspect of a Protocol, including information discovered during site monitoring visits, or Study results that may adversely affect the safety, well-being, or medical care of the Study subjects, or that may affect the willingness of Study subjects to continue participation in a Study, influence the conduct of the Study, or that may alter the IRB's approval to continue the Study. MD Anderson will promptly notify the IRB of any such events. If the IRB at any time suspends, qualifies or withdraws approval of the Study, MD Anderson shall promptly notify Adaptimmune, provide a reasonable written explanation of the circumstances leading to such suspension, qualification or withdrawal, and cease the treatment of all Study patients as medically appropriate and if required by the IRB. When Study subject safety or medical care could be directly affected by Study results, then notwithstanding any other provision of this Agreement, MD Anderson will send Study subjects a written communication about such results. ***

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2.10 MD Anderson shall not subcontract any of its or the Principal Investigator's responsibilities under this Agreement without the prior written consent of Adaptimmune. Any consent provided under this Section 2.10 shall not enable the relevant sub-contractor to further subcontract its responsibilities to any other third party. MD Anderson shall ensure that any subcontracting is governed by a binding agreement which imposes on the subcontractor obligations and responsibilities substantially equivalent to those set out in this Agreement, to the extent such apply to the subcontracted activity (including obligations of confidentiality and ownership of Inventions). Regardless of any delegation of duties to any subcontractor, MD Anderson remains obligated to fulfill all MD Anderson obligations to Adaptimmune and Adaptimmune Limited hereunder.

3. Personnel, Materials and Equipment

*** Portions of this page have been omitted pursuant to a request for Confidential Treatment and filed separately with the Commission.

3.1 Except as otherwise set forth in this Agreement, MD Anderson shall provide all necessary personnel, facilities, and resources to accomplish their responsibilities under this Agreement and the relevant Study Order.

3.2 Adaptimmune agrees to promptly provide MD Anderson with the required quantities of the drug or therapy under a Study Order that will be

utilized in accordance with the provisions of the Protocol or workscope applicable to the Study ("Study Drug"), Alliance Funding applicable to the Study, and/or support services to the extent required for the conduct of a Study as specified in the Protocol or workscope. Any Study Drug provided by Adaptimmune will be used solely for the applicable Study and solely in accordance with the Protocol or workscope for the relevant Study. MD Anderson will not use such Study Drug outside of the scope of the Study. MD Anderson will not transfer or provide unsupervised access to the Study Drug to any third party for any purpose, without the prior written consent of Adaptimmune. MD Anderson acknowledges that the Study Drug is experimental in nature, and shall exercise prudence and reasonable care in its handling, storage, transportation, disposition and containment of the Study Drug and, if applicable, any other Proprietary Materials provided by Adaptimmune.

3.3. Use of Proprietary Materials. From time to time during the Term, either Party (the " Transferring Party") may supply the other Party (the "Receiving Party") with proprietary materials of the Transferring Party (other than Study Drug) (" Proprietary Materials") for use in the Study as may be further listed in the Study Order. In connection therewith, each Receiving Party hereby agrees that: (a) the Receiving Party will not use the Proprietary Materials for any purpose other than exercising its rights or performing its obligations hereunder; (b) it will use such Proprietary Materials only in compliance with all Applicable Laws; (c) it will not transfer any such Proprietary Materials to any third party without the prior written consent of the Transferring Party; (d) it will not acquire any rights of ownership, or title in or to such Proprietary Materials as a result of such supply by the Transferring Party; and (e) upon the expiration or termination of this Agreement or a Study Order, if requested by the Transferring Party, it will destroy or return any such Proprietary Materials

3.4 Nothing in this Agreement shall be construed to limit the freedom of MD Anderson or of any Principal Investigator or Study team member or Adaptimmune to engage in similar clinical trials or research performed independently under other grants, contracts, or agreements with parties other than Adaptimmune.

3.5 MD Anderson will obtain, prepare, store and ship all Study patient samples required to be collected and shipped under Protocol for any Clinical Study in accordance with and to the extent permitted by Applicable Laws, the Consent, Authorization, the IRB and any applicable Study reference manuals and any reasonable written instructions provided by Adaptimmune. Both Parties shall retain all such samples in accordance with and to the extent permitted by the Consent, Authorization, the IRB and Protocol and only disseminate such samples to third parties to the extent permitted by the Consent and HIPAA Authorization the IRB, Applicable Laws, and the Protocol. Adamptimmune, and service providers for the Study may only use the samples only to the extent permitted by the Consent and HIPAA Authorization documents, the IRB, as necessary to conduct the Study and as permitted by Applicable Laws.

4. Payments

4.1 Payments of Alliance Funding applicable to a Study will be made according to the terms specified in Sections 1.3 and 1.4 above.

5. Confidential Information

5.1 In conjunction with each Study, the Parties may wish to disclose confidential information to each other. For purposes of this Agreement, "Confidential Information" means confidential, non-public information, know-how and data (technical or non-technical) that is disclosed in writing, orally, graphically, in machine readable form, or in any other manner by or on behalf of a disclosing Party to a receiving Party or its Affiliates for purposes of this Agreement or any Study Order ("Purpose"). Data or Inventions arising in the performance of the Study and which are owned by Adaptimmune will also constitute Confidential Information of Adaptimmune, even where first disclosed by MD Anderson and in each case subject to the publication rights of MD Anderson in Section 12 and subject to Section 7 below. Confidential Information may be disclosed in any form (e.g. oral, written, graphic, electronic or sample) by or on behalf of disclosing Party or its Affiliates, or may be otherwise accessible to receiving Party or its Affiliates. Exchanges of Confidential Information directly between the Affiliates and Joint Research Partners are also covered by this Agreement. "Affiliates" means any individual, company, partnership or other entity which directly or indirectly, at present or in the future, controls, is controlled by or is under common control of a Party, and "control" will mean direct or indirect beneficial ownership of at least fifty per cent (50%) of the voting share capital in such company or other business entity, or to hold the effective power to appoint or dismiss members of the management.

5.2 Without disclosing Party's prior written consent, receiving Party will: (a) not use any part of or the whole of the Confidential Information for any purpose other than the Purpose; (b) restrict the dissemination of Confidential Information to individuals within its own organization and disclose the Confidential Information only to those of its officers, employees and Affiliates and Joint Research Partners who have a legitimate need to have access to the Confidential Information, who will be bound by confidentiality and non-use commitments no less restrictive than those of this Agreement, and who will have been made aware of the confidential nature of the Confidential Information; (c) protect the Confidential Information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as receiving Party uses to protect its own confidential information of a like nature; (d) preserve the confidentiality of the Confidential Information, not disclose it to any third party, and take all necessary and reasonable precautions to prevent such information from being accessible to any third party; and (f) promptly notify the disclosing Party upon becoming aware of evidence or suspicion of any unauthorized use or disclosure of the Confidential Information. The foregoing obligations will exist for a period of *** (***) years from the date of completion of the last Study in relation to which the Confidential Information is disclosed or used.

5.3 The obligations of confidentiality and non-use listed in this Section 5 will not apply to information: (a) which is in the public domain or public knowledge at the time of disclosure, or which subsequently enters the public domain through no fault of receiving Party; (b) which was rightfully in the possession of receiving Party at the time of disclosure by disclosing Party; (c) which is independently developed by receiving Party without use of disclosing Party's Confidential Information; (d) which the receiving Party receives legally from any third party and which is not subject to an obligation of confidentiality; (e) is communicated to the receiving party's IRB or other scientific committee ; (f) is required to be disclosed in order to obtain informed consent from patients or subjects who may wish to enroll in the Study, provided, however, that the information will be disclosed only to the extent necessary and will not be provided in answer to unsolicited inquiries by telephone or to individuals who are not eligible to be Study

subjects; or (g) is disclosed to a Study subject for the safety or well-being of the Study subject. The receiving Party may also disclose Confidential Information of any other Party where it is required to disclose such pursuant to Applicable Law; provided, however, that receiving Party will make reasonable efforts, if legally permissible, to (i) notify disclosing Party prior to the disclosure of any part of or the whole of the Confidential Information and (ii) allow disclosing Party the opportunity to

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contest and avoid such disclosure, and provided, further, that receiving Party will disclose only that portion of such Confidential Information that it is legally required to disclose.

5.4 For the purposes of this Section 5, any combination of features disclosed to the receiving Party will not be deemed to be within the foregoing exceptions merely because individual features are. Moreover, specific disclosures made to the receiving Party will not be deemed to be within the foregoing exceptions merely because they are embraced by general disclosures.

5.5 All Confidential Information disclosed to receiving Party pursuant to this Agreement will be and remain the disclosing Party's property. Nothing contained herein will be construed as granting to receiving Party any proprietary right on or in relation to any part of or the whole of the Confidential Information, or any right to use any of the Confidential Information except for the Purpose. Receiving Party will return to disclosing Party all documents and other materials which constitute Confidential Information, as well as all copies thereof, promptly upon request or upon termination of this Agreement (whichever is earlier); provided, however, that receiving Party may keep one copy of the Confidential Information received under this Agreement in its secure files in accordance with the terms of this Agreement for the sole purpose of maintaining a record of the Confidential Information received hereunder and for compliance with this Agreement and/or Applicable Laws.

5.6 Adaptimmune will not require MD Anderson to disclose any Protected Health Information. Notwithstanding the foregoing, if Adaptimmune comes into knowledge or possession of any "Protected Health Information" (as such term is defined under HIPAA) by or through MD Anderson or any information that could be used to identify any Study subject or other MD Anderson patients or research subjects, Adaptimmune will maintain any such Protected Health Information or other information confidential in accordance with laws and regulations as applicable to MD Anderson, including without limitation HIPAA, will use any such Protected Health Information solely to the extent permitted by Applicable Laws, the IRB and the Consent/Authorization of the patient/research subject, and will not use or disclose any such Protected Health Information or other information in any manner that would constitute a violation of any Applicable Laws or regulation if such use or disclosure was made by MD Anderson. It is intended that MD Anderson will not disclose any Protected Health Information to Adaptimmune under this Agreement.

5.7 Improper use or disclosure of the Confidential Information by receiving Party is likely to cause substantial harm to disclosing Party. Therefore, in the event of a breach, threatened breach, or intended breach of this Agreement by receiving Party, in addition to any other rights and remedies available to it at law or in equity, disclosing Party will be entitled to seek preliminary and final injunctions enjoining and restraining such breach, threatened breach, or intended breach.

6. Clinical Data / Monitoring

6.1 MD Anderson shall maintain complete, accurate and current records with respect to the conduct of any Study as set forth in any Protocol or Study Order, to the extent required by Applicable Laws and regulations ("Study Records"). All Study Records shall be retained by MD Anderson in accordance with and for the time period as is required by Applicable Law. Prior to any disposal of such Study Records, MD Anderson shall give Adaptimmune thirty (30) days' prior written notice thereof to allow Adaptimmune the opportunity to request in writing, within such time frame, that MD Anderson continue to store such Study Records at Adaptimmune's expense. In relation to Clinical Studies, MD Anderson will keep Adaptimmune reasonably informed of the progress of the Study and respond to any reasonable queries of Adaptimmune in relation to such Study promptly. In relation to Pre-Clinical Studies, oral reports or interim written status reports of the progress of the Studies will be provided by the Principal Investigator to Adaptimmune on a regular basis and at least once every *** (***) months during the

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course of a Study. Significant developments arising out of Studies will be communicated promptly to Adaptimmune. In the context of any Clinical Study, MD Anderson shall timely prepare and submit to Adaptimmune (a) case report forms, as soon as reasonably possible but in any event within *** (***) business days following completion of any Study patient visit; and (b) responses to data resolution queries as soon as reasonably possible and in any event within *** (***) business days following receipt of such query.

6.2 As applicable to and appropriate for a Clinical Study, Adaptimmune may monitor the conduct of a Clinical Study in accordance with Good Clinical Practice requirements of FDA Regulations, and may visit MD Anderson for the purpose of such monitoring. Such monitoring visits shall also enable Adaptimmune to (a) inspect and review any or all Study Records and Study source documents for comparison with case report forms; and (b) audit financial records relating solely to the performance of the Study under this Agreement. During any visit, MD Anderson and Principal Investigator shall reasonably cooperate with Adaptimmune and will use reasonably efforts to promptly provide any reasonably Study Records or Study information requested by Adaptimmune in accordance with this Section. Any such visits shall be scheduled in coordination with MD Anderson and/or

Principal Investigator during normal administrative business hours, and shall be subject Adaptimmune's and Adaptimmune Limited's compliance with MD Anderson's reasonable measures for confidentiality, safety and security, and shall also be subject to compliance with generally applicable premises rules at MD Anderson.

6.3 MD Anderson and Principal Investigator shall, during a Study, permit inspections by responsible legal and regulatory authorities with respect to such Clinical Study. To the extent permitted by law and to the extent practicable, MD Anderson shall notify Adaptimmune of such inspection and provide Adaptimmune with an opportunity to be present at such inspection (to the extent reasonably possible). MD Anderson shall, to the extent permitted by Applicable Law, inform Adaptimmune of any findings resulting from any such inspection and MD Anderson shall promptly correct any non-conformances or requests for correction identified as a result of such inspection. MD Anderson shall promptly notify Adaptimmune of, and to the extent permitted by law, provide Adaptimmune with copies of, any inquiries, correspondence or communications with any legal or regulatory authority with authority over any Study, to the extent in each case applicable to any Study or the performance of such Study by MD Anderson. Where MD Anderson intends to respond to any such communication, MD Anderson shall provide, to the extent permitted by law, Adaptimmune with a copy of such response and an opportunity to comment on such response (to the extent reasonably practicable) in advance of the due date for the response. MD Anderson will review any comments provided by Adaptimmune in good faith.

6.4 Notwithstanding any provision of this Section 6, to the extent that MD Anderson is the holder of an Investigational New Drug Application ("IND") or other applicable regulatory application or approval for a Study, the provisions of Section 6.2 and 6.3 shall not apply, and MD Anderson shall have the sole responsibility for monitoring, auditing, and reporting for such Study, provided that MD Anderson agrees to reasonably negotiate access to Study documentation and records relevant to the applicable Study Drug and documentation and facilities applicable to the Study upon the request of Adaptimmune and provided that Adaptimmune shall be subject to compliance with MD Anderson's reasonable measures for confidentiality, safety and security, and shall also be subject to compliance with generally applicable premises rules at MD Anderson.

7. Data & Inventions.

7.1 Each Party will retain all right, title and interest in and to its own Background IP and no license to use such Background IP is granted to the other party except for MD Anderson's use of Study Drug in a Study as set forth in Section 3.2 above and in the Protocol and each Party's use of the other Party's

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Proprietary Material as set forth in Section 3.3 above. "Background IP" means all intellectual property (including rights in Confidential Information) of a Party that: (a) was generated by such Party before the Effective Date; (b) is generated by such Party outside the scope or after expiration of this Agreement or any Study under this Agreement; and in each such case; (c) is owned by such Party, either partially or wholly, or is licensed to, or otherwise controlled by such Party, and which is not an Invention under this Agreement.

7.2 Patient records, research notebooks, all original source documents, Protected Health Information (as such term is defined by HIPAA), MD Anderson's business records, regulatory and compliance documents, original medical records or any information required to be maintained by MD Anderson in accordance with Applicable Laws, that is generated in the conduct of the Studies (collectively, "MD Anderson Records") will be owned by MD Anderson. All results, data and work product (excluding MD Anderson Records) generated in the conduct of the Studies ("Data") shall be owned by Adaptimmune Limited. MD Anderson shall maintain all such Data as confidential, subject to the publication rights granted in Section 12 below. Data will be promptly disclosed by MD Anderson to Adaptimmune in the form of a Study report or as otherwise reasonably requested by Adaptimmune. Notwithstanding any other provision of this Agreement, MD Anderson shall have the right to use results and Data of the Study for its internal research, academic, and patient care purposes and for publication in accordance with Section 12 below, save that no right or license is granted to MD Anderson under any of Adaptimmune's Background IP. Adaptimmune shall promptly disclose any Data it generates to MD Anderson.

7.3 MD Anderson will provide to Adaptimmune a detailed written disclosure of each patentable invention and/or discovery (and all intellectual property rights therein) conceived and reduced to practice in the conduct of a Study and arising from the performance of a Study ("Invention") promptly after a written invention disclosure report for such Invention is received by MD Anderson's Office of Technology Commercialization.

7.4 Inventions shall be owned by the Parties in accordance with the following:
(a) ***

"Adaptimmune Inventions" shall be the sole property of Adaptimmune Limited.

(b) With respect to any Inventions that are not Adaptimmune Inventions ("Other Inventions"), where made solely by MD Anderson or its employees and agents, such Inventions will be solely owned by MD Anderson; where made jointly by MD Anderson and Adaptimmune and/or Adaptimmune Limited and their employees and agents will be jointly owned by MD Anderson and Adaptimmune Limited. Inventions that are made solely by Adaptimmune, Adaptimmune Limited or its employees and agents will be solely owned by Adaptimmune Limited. Inventorship will be determined in accordance with United States patent law.

7.5 MD Anderson hereby grants Adaptimmune and Adaptimmune Limited a non-exclusive, worldwide, irrevocable royalty-free license to any Invention in which MD Anderson has an ownership interest, for any purpose. Such license shall include an unrestricted right to sublicense through multiple tiers. MD Anderson also hereby grants to Adaptimmune Limited an exclusive option to negotiate an

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exclusive (subject to MD Anderson's perpetual, irrevocable, no-cost right to use such Invention for non-commercial internal research, academic and patient care purposes), royalty-bearing license to any Invention in which MD Anderson has an ownership interest, provided that Adaptimmune Limited pays all reasonably incurred patent expenses for such Invention in the event Adaptimmune Limited exercises its option. Adaptimmune Limited must exercise its option to negotiate a license to any Invention by notifying MD Anderson in writing within six months' of MD Anderson disclosing such Invention to Adaptimmune (the "Option Period"). If Adaptimmune Limited fails to timely exercise its option within the Option Period with respect to any Invention, Adaptimmune Limited's right to negotiate a license agreement with respect to such Invention will automatically terminate, and MD Anderson will be free to negotiate and enter into a license with any other party. If Adaptimmune Limited timely exercises its option, the terms of the license shall be negotiated in good faith within six months of the date such option is exercised, or within such time the parties may mutually agree in writing (the "Negotiation Period"). If, however, Adaptimmune Limited timely exercises its option, but MD Anderson and Adaptimmune Limited are unable to agree upon the terms of the license during the Negotiation Period, Adaptimmune Limited's right to exclusively license such Invention will terminate, and MD Anderson will be free to enter into a license with any other party (subject to the grant of the non-exclusive license above).

7.6. Adaptimmune Limited hereby grants MD Anderson a perpetual, irrevocable, no-cost, non-exclusive, royalty-free license to any Adaptimmune Invention or Other Invention in which Adaptimmune Limited has an ownership interest for MD Anderson's internal non-commercial research, academic and patient care purposes. For clarity the grant of any license under any Invention or assignment of any Invention by either Party does not include any license under any of such Party's Background IP, even where such Background IP dominates or encompasses any Invention.

7.7 As between the Parties, the sole owner of any Invention will have the sole right to prepare, file, prosecute, maintain, enforce and defend all U.S. and foreign patents, registrations and other forms of intellectual property in such Invention but nothing herein will obligate the owner to take any such actions. As between the Parties, Adaptimmune will have the first right to prepare, file, prosecute, maintain, enforce and defend all U.S. and foreign patents, registrations and other forms of intellectual property in any jointly-owned Invention using patent counsel of its choice that is subject to the written approval of MD Anderson not to be unreasonably withheld and at the sole cost and expense of Adaptimmune, with accounting to MD Anderson. Adaptimmune will keep MD Anderson reasonably informed of all such material preparations, filings, material prosecution, material maintenance, material enforcement and defense and will consider MD Anderson's recommendations in good faith (provided such recommendations are provided on a timely basis) If Adaptimmune elects not to file in the United States or not to maintain an application or patent arising from any jointly-owned Invention, Adaptimmune will promptly notify MD Anderson within reasonable time for MD Anderson to file, prosecute or maintain such application or patent, and MD Anderson will have the right to file, prosecute or maintain such application or patent, at MD Anderson's expense. MD Anderson will keep Adaptimmune reasonably informed of all such material preparations, material filings, material prosecution, material maintenance, material enforcement and defense it makes in relation to any jointly-owned Invention. The Parties will reasonably cooperate with each other with respect to matters concerning jointly-owned Inventions to the extent reasonably necessary for filing, prosecuting, maintaining, defending or enforcing any such patents, registrations and other forms of intellectual property protection. MD Anderson will keep Adaptimmune reasonably informed of any material filings, material prosecution, enforcement and defense patents, new patent applications, material registrations or other forms of intellectual property covering Other Inventions.

7.8 ***

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8. Term and Termination

8.1 The term of this Agreement shall be five (5) years following the Effective Date or until the Studies are completed, whichever is later, unless extended or unless terminated earlier in accordance with the provisions hereof. In the event of expiration or early termination of this Agreement, the terms and conditions of this Agreement shall remain binding with respect to any ongoing Studies (including any new studies to which any remaining Alliance Funding is allocated under Section 1.3) until completion of the Studies or termination of the respective Study Order/s.

8.2 A Party will have the right to terminate this Agreement if the other Party commits a material breach of the Agreement and fails to cure such

breach within thirty (30) days of receiving notice from the non-breaching Party of such breach. Any expiration or termination of this Agreement will not affect any then existing Study Orders, and any then outstanding Study Orders will continue after the expiration or earlier termination of this Agreement in accordance with their respective provisions. Upon any expiration or termination of this Agreement, provisions of this Agreement that are incorporated by reference into any then outstanding Study Orders will survive termination of this Agreement and will continue to apply to such Study Orders until termination or expiration of each such Study Orders in effect at the time this Agreement expires or is terminated.

8.3 A Party may terminate a Study Order: (a) if the other Party commits a material breach of this Agreement or the Study Order and fails to cure such breach within thirty (30) days of receiving notice from the non-breaching Party of such breach; or (b) in the case of any Clinical Studies, due to health and safety concerns related to the Study Drug or procedures in the Study (including regulatory holds due to the health and safety of the Study Subjects); or (c) in the case of MD Anderson and in relation to any Clinical Studies, where IRB requests termination of any Study; or (d) in the case of Adaptimmune, *** set out in Section 1.2 above. The Parties agree that any termination of a Study Order shall allow for: (i) the wind down of the Study to ensure the safety of Study subjects; and (ii) Adaptimmune's final reconciliation of Data related to the Study in addition to Adaptimmune's final monitoring visit. All reasonable fees associated with the wind-down activities and final monitoring visit shall be paid by Adaptimmune, to the extent not covered by Alliance Funding. Termination of one or more Study Orders will not automatically result in the termination of this Agreement or termination of any other Study Orders. Upon termination of a Study Order, MD Anderson will immediately return (at Adaptimmune's cost) any Study Drugs provided by Adaptimmune for such Study as directed by Adaptimmune.

8.4 In case any regulatory or legal authorization necessary for the conduct of the Study is (i) finally rejected or (ii) withdrawn, the relevant Study Order shall terminate automatically at the date of receipt of such final rejection. Termination or cancellation of this Agreement or a Study Order will not affect the rights and obligations of the Parties that have accrued prior to termination, and any provisions of this Agreement or a particular Study Order that by their nature extend beyond expiration or termination will survive the expiration or termination of this Agreement and/or that particular Study Order. In particular, the provisions of Sections 2-13 as applicable will survive any expiration or termination of this Agreement.

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8.5 In the event the Parties cannot reach agreement on a new Principal Investigator pursuant to Section 14.1 or such new Principal Investigator does not agree to the terms of this Agreement and the relevant Study Order, either Party may terminate such Study Order upon notice to the other Party.

8.6 In addition, in order to accommodate the review and approval of this Agreement by the Office of General Counsel of UT System (the "OGC"), for a period of *** (***) days following the Effective Date (the "Limited Unilateral Termination Period"), MD Anderson will have the right to terminate this Agreement without cause upon ten (10) days' notice to Adaptimmune; provided, however, that (i) a termination by MD Anderson will be effective if notice of termination is sent by MD Anderson any time within the Limited Unilateral Termination Period even if the ten day notice period extends beyond the Limited Unilateral Termination Period and (ii) the Limited Unilateral Termination Period will expire on the earlier to occur of (x) the end of the sixty days, or (y) written notice to Adaptimmune from MD Anderson that the Agreement has been approved by the OGC. Should MD Anderson terminate this Agreement in accordance with this Section 8.6 then the Parties will use reasonable efforts to ensure that any Clinical Study in relation to which any patient has been screened or enrolled shall continue under a separate clinical trial agreement to be entered into between the Parties as soon as possible after receipt of notice of termination by Adaptimmune. The terms of such clinical trial agreement shall be in substantially similar form to terms agreed for other clinical trial agreements between the Parties and a separate budget shall be agreed pursuant to such clinical trial agreement.

8.7 For each Study, Adaptimmune shall make all payments due for Study performance reasonably incurred or obligated in good faith hereunder which have accrued up to the date of termination of a Study Order or this Agreement, or, in case of a termination of this Agreement or the relevant Study Order pursuant to Section 8.4, up to the date of receipt of such final rejection.

9. Indemnification

9.1 Adaptimmune and Adaptimmune Limited agree to defend, indemnify, and hold harmless MD Anderson, System, each Principal Investigator and its/their Regents, trustees, directors, officers, staff, employees, students, faculty members, and its/their affiliates and contracted clients and other parties as may be listed on a Study Order ("Indemnified Party/ies"): (a) from and against any and all liability, claims, lawsuits, losses, demands, damages, costs, and expenses as a result of third party claims or judgments ("Indemnified Losses") resulting from (i) personal injury (including death) to any person or damage to property to the extent arising from the design or manufacture of the Study Drug, and (ii) the use of the Data or results of the Study by or on behalf of Adaptimmune, Adaptimmune Limited or any Joint Research Partner and (iii) Adaptimmune's or Adaptimmune Limited's negligence in connection with a Study or this Agreement; (b) from and against any Indemnified Losses arising from an injury to a Study subject caused by the Study Drug or any procedure required by the Protocol. The completion or termination of a Study shall not affect Adaptimmune's obligation to indemnify with respect to any claim or suit based upon the aforementioned Indemnified Losses. Notwithstanding the foregoing, Adaptimmune and Adaptimmune Limited will not be responsible for any Indemnified Losses to the extent that they arise from the negligence, intentional misconduct, or malpractice of the Indemnified Parties or of any breach of the terms of this Agreement by any Indemnified Party, it being understood that the proper administration of the Study Drug in accordance with the Protocol (including permitted deviations) shall not constitute negligence, intentional misconduct, or malpractice for the purposes of this Agreement. For clarity, a request for indemnity by any Indemnified Party under this Section 9.1 may only be made against one of Adaptimmune or Adaptimmune Limited.

9.2 To the extent authorized by the constitution and laws of the State of Texas, MD Anderson, agrees indemnify, and hold harmless Adaptimmune and Adaptimmune Limited: (a) from and against any and all

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Indemnified Losses resulting from any negligent or intentional act or omission of MD Anderson in conducting a Study hereunder; (b) failure of MD Anderson or Principal Investigator to comply with Applicable Laws or to adhere to Protocol; or (c) any use by MD Anderson of the results and Data of the Study outside of the performance of any Study. The completion or termination of a Study shall not affect MD Anderson's obligation to indemnify with respect to any claim or suit based upon the aforementioned Indemnified Losses. Notwithstanding the foregoing, MD Anderson will not be responsible for any Indemnified Losses to the extent that they arise from the negligence, intentional misconduct, or malpractice of Adaptimmune or Adaptimmune Limited or from a breach of Agreement by Adaptimmune or Adaptimmune Limited.

9.3 Subject to the statutory duties of the Texas State Attorney General, any indemnified Party shall: (a) notify the indemnifying Party in writing as soon as is reasonably possible after receipt of notice of any and all claims, lawsuits, and demands, or any action, suit, or proceeding giving rise to the right of indemnification; (b) permit the indemnifying Party to retain counsel to represent the named indemnified Party; and (c) permit the indemnifying Party to retain control of any such claims, lawsuits, and demands, including the right to make any settlement, except that the indemnifying Party shall not make any settlement or take any other action which would be deemed to confess wrongdoing by any of the indemnified Parties without the prior written consent of the applicable indemnified Party.

10. Subject Injury Medical Costs

10.1 Adaptimmune shall assume responsibility for reasonable medical expenses incurred by a Study subject for reasonable and necessary treatment if the Study subject experiences an illness, adverse event or injury that is a result of the Study Drug or any procedure required by the Protocol that the subject would not have undergone were it not for such Study subject's participation in the Study. Adaptimmune shall not be responsible for expenses to the extent that they are due to pre-existing medical conditions, underlying disease, or the negligence or intentional misconduct or due to breach of this Agreement by MD Anderson or Principal Investigator. Adaptimmune shall have no obligation to make any payments for any Study patient that is not eligible for inclusion in any Protocol. Any payments for such medical expenses shall be subject to Adaptimmune receiving relevant documentation supporting the claim for such medical expenses.

11. Insurance

11.1 During the term of any Study Order under this Agreement, Adaptimmune Limited shall maintain in full force and effect insurance for its and Adaptimmune's liabilities arising from the Study with limits of not less than $*** per loss and $*** annual aggregate. Adaptimmune shall provide MD Anderson with evidence of such insurance upon request.

11.2 MD Anderson is self-insured pursuant to The University of Texas Professional Medical Liability Benefit Plan under the authority of Chapter 59, Texas Education Code. MD Anderson has and will maintain in force during the term of this Agreement adequate insurance or financial resources to cover its obligations pursuant to this Agreement.

12. Publications

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12.1 Adaptimmune recognizes the value of disseminating research results and accepts that MD Anderson will have the right to publish or otherwise publicly disclose the results and Data of any Study, subject in each case to this Article 12.

12.2 Clinical Studies: In relation to any Clinical Study, Adaptimmune shall have the *** right to publish or publicly disclose any Data or results arising from such Clinical Study including where such publication arises from the submission of data and/or results to the regulatory authorities. Such right to publish shall not include any MD Anderson Records or any public health information protected by HIPAA or where any publication would be in breach of the Consent and/or Authorization. MD Anderson and/or Principal Investigator shall have the right to independently publish or publicly disclose, either in writing or orally, the Data and results of the Clinical Study/ies after the earlier of the (i) first publication (including any multi-site publication) of such Data and/or results; (ii) twelve (12) months after completion of any multi-site study encompassing any Study or if none, six (6) months after completion of Study. MD Anderson shall, at least thirty (30) days ahead of any proposed date for submission, furnish Adaptimmune with a written copy of the proposed publication or public disclosure. Within such thirty (30) day period, Adaptimmune shall review such proposed publication for any Confidential Information of Adaptimmune provided hereunder or patentable Data. Adaptimmune may also comment on such proposed publication and MD Anderson shall consider such comments in good faith during the aforementioned thirty (30) day period. MD Anderson and/or Principal Investigator shall remove Confidential Information of Adaptimmune provided hereunder that has been so identified (other than Data or Study results), provided that Adaptimmune agrees to act in good faith when requiring the deletion of Adaptimmune Confidential Information. In addition Adaptimmune may request delay of publication for a period not to exceed *** (***) days from the date of receipt of request by MD Anderson, to permit Adaptimmune or Adaptimmune Limited or any Joint Research Partner to file patent applications or to otherwise seek to protect any intellectual property rights contained in such publication or disclosure. Upon such request, MD Anderson shall delay such publication until

the relevant protection is filed up to a maximum of *** (***) days from date of receipt of request for delay by MD Anderson.

12.3 Pre-Clinical Studies: MD Anderson and/or Principal Investigator shall have the *** right to publish or publicly disclose, either in writing or orally, the Data and results of the Pre-Clinical Study/ies and shall have the sole determination of the authorship and contents, provided that MD Anderson or Principal Investigator, as applicable, shall provide Adaptimmune with a copy of any such proposed publication at least thirty (30) days prior to submission for publication. Within such thirty (30) day period, Adaptimmune shall review such proposed publication for any Confidential Information of Adaptimmune provided hereunder or patentable Data. Adaptimmune may also comment on such proposed publication and MD Anderson shall consider such comments in good faith during the aforementioned thirty (30) day period. MD Anderson and/or Principal Investigator shall remove Confidential Information of Adaptimmune provided hereunder that has been so identified (other than Data or Study results), provided that Adaptimmune agrees to act in good faith when requiring the deletion of Adaptimmune Confidential Information. In addition Adaptimmune may request delay of publication for a period not to exceed *** (***) days from the date of receipt of request by MD Anderson, which delay may be for any reason including but not limited to permit Adaptimmune or Adaptimmune Limited or any Joint Research Partner to file patent applications or to otherwise seek to protect any intellectual property rights contained in such publication or disclosure. Upon such request, MD Anderson shall delay such publication up to a maximum of *** (***) days from date of receipt of request for delay by MD Anderson or, if earlier, where the reason is for the filing of a patent application or other intellectual property right..

12.4 MD Anderson and/or Principal Investigator shall give Adaptimmune acknowledgment for its sponsorship of a Study in all applicable Study publications. Authorship and acknowledgements for

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scientific publications shall be consistent with the principles embodied in the International Committee of Medical Journal Editors (" ICMJE") Uniform Requirements for Manuscripts.

12.5 The "sponsor" of a Study, within the regulatory meaning of such term, shall register the Study if required by, and in accordance with, Section 801 of the Food and Drug Administration Amendments Act of 2007 on www.clinicaltrials.gov and on any other database required by laws or regulations in accordance with applicable standards regarding scope, form and content and in accordance with ICMJE guidelines such that the Study will be eligible for publication in those publications.

12.6 Nothing in this Agreement shall prevent Adaptimmune or any of its Affiliates from complying with any obligations it has to make disclosure under Applicable Laws or under the rules of any security exchange or listing authority applicable to it.

13. Use of Name/Public Statements/ Press Release/ Disclosure

13.1 Except as expressly set forth in this Agreement, each Party agrees that it will not at any time during the term of this Agreement or following termination of this Agreement use any name of the other Party or any other names, insignia, mark(s), symbol(s), or logotypes associated with the other Party or any variant or variants thereof in any advertising, or promotional materials without the prior written consent of the other Party.

13.2 Except as expressly set forth in this Agreement, to the extent required by law or regulation, or to the extent necessary for MD Anderson or Adaptimmune for the recruitment of subjects to any Study hereunder, the Parties agree to make no public presentations about any Study conducted under this Agreement, and to issue no news releases about any Study, without the prior written consent of the other Party (provided that this statement shall not apply to any information already in the public domain). Any advertisements directed at recruitment of study subjects for a Study must comply with all Applicable Laws, rules and regulations (including the need for IRB review), the confidentiality obligations herein, and shall not include the trademarked insignia, symbol(s), or logotypes, or any variant or variants thereof, of the other Party. Except as required by law or for regulatory purposes, neither Party will use the name (including trademark or other identifier) of the other Party or such other Party's employee or staff member (except in an acknowledgment of sponsorship) in publications, advertising, press releases (except as permitted below in Section 13.3) or for any other commercial purpose without the written approval of the other Party. Adaptimmune will not state or imply in any publication, advertisement, or other medium that any product or service bearing any of Adaptimmune's names or trademarks and/or manufactured, sold or distributed by Adaptimmune has been tested, approved, or endorsed by MD Anderson. Notwithstanding any other provision of this Agreement, each Party and its researchers and employees will have the right, to acknowledge the other Party and its involvement with a Study in scientific or academic publications describing the Study or reporting the results of the Study.

13.3. The Parties agree to have a joint press release after the Effective Date, to be issued at a time mutually agreed by the Parties but in any event within 30 days of Effective Date. The text of such press release is set out at Exhibit IV to this Agreement. Any press release by either Party relating to this Agreement, the Alliance, or any Study shall require the prior review and written approval of the other Party, which approval shall not be unreasonably withheld, delayed or conditioned unless such press release is required to be issued by a Party to the extent required by it to comply with its legally required obligation to any securities exchange on which it is listed.

13.4 Either Party may use the name of the other Party in any document filed with any governmental authority or regulatory agency applicable to a Study, and to comply with any applicable legal or regulatory requirements. Further, each Party is permitted to disclose the other Party's name, the title of

the Study, the name of the Principal Investigator, and an overall Study budget amount projected to be paid/actual total amount paid for conducting the Study, provided that this information is presented together as part of mandatory disclosure in accordance with and to the extent required Applicable Law.

14. Principal Investigator

14.1 If a designated Principal Investigator is terminated from a Study, or in the event of the death or other non-availability of the Principal Investigator, MD Anderson shall use reasonable efforts to designate a duly qualified person to act as new Principal Investigator, subject to the reasonable agreement of Adaptimmune. If the Parties are unable to agree on a new Principal Investigator or if the new Principal Investigator is unwilling to agree to the terms and conditions of this Agreement and the relevant Study Order, either Party shall be entitled to terminate the respective Study Order in accordance with Section 8.5.

15. General Provisions

15.1 Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE RESULTS OF ANY STUDY OR THE STUDY DRUG, OR OF THE MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH DATA, RESULTS OR STUDY DRUG. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY AS A RESULT OF PERFORMANCE OF ANY STUDY UNDER THIS AGREEMENT. ADAPTIMMUNE REPRESENTS AND WARRANTS THAT EACH STUDY DRUG HEREUNDER SHALL HAVE BEEN MANUFACTURED IN ACCORDANCE WITH CURRENT GOOD MANUFACTURING PRACTICES IN THE UNITED STATES AND THAT AS AT THE EFFECTIVE DATE OF THIS AGREEMENT IT HAS NOT RECEIVED ANY CLAIM THAT USE OF ANY STUDY DRUG IN THE PERFORMANCE OF A STUDY WOULD INFRINGE THE RIGHTS OF ANY THIRD PARTY. ADAPTIMMUNE REPRESENTS THAT AS AT THE EFFECTIVE DATE TO ITS KNOWLEDGE THERE ARE NO KNOWN DEFECTS IN ANY STUDY DRUG; ADAPTIMMUNE UNDERSTANDS AND ACKNOWLEDGES THAT THE DEVELOPMENT AND DISSEMINATION OF SCIENTIFIC KNOWLEDGE IS A FUNDAMENTAL COMPONENT OF MD ANDERSON'S MISSION, AND THAT MD ANDERSON MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WITH RESPECT TO ANY SPECIFIC RESULTS OF THE STUDIES.

15.2 Assignment. This Agreement and/or any Study Order may not be assigned by either Party except as agreed upon in writing by the other Party. Any assignment or attempt to assign, or any delegation or attempt to delegate, not in accordance with this Section shall be void and without effect. For any permitted assignment, the rights and obligations of the Parties hereunder will inure to the benefit of and be binding upon their permitted successors and assigns.

15.3 Independent Contractors. MD Anderson and Adaptimmune shall be independent parties and nothing contained in this Agreement shall be construed or implied to create an agency or partnership. No Party shall have the authority to agree to or incur expenses on behalf of another except as may be expressly authorized by this Agreement or a Study Order.

15.4 Notices. Any notice or communication required or permitted to be given or made under this Agreement by one of the Parties hereto to the other shall be in writing and shall be deemed to have been sufficiently given or made for all purposes on the date of mailing by certified mail, postage prepaid, overnight courier service, and/or fax to be followed by mailed original addressed to such other Party at its respective address as referenced in the Study Order.

15.5 Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

15.6 Entirety. This Agreement (including its Exhibits and Appendices) represents the entire agreement of the Parties with respect to the subject matter hereof and it expressly supersedes all previous written and oral communications between the Parties. No amendment, alteration, or modification of this Agreement or any Study Orders attached hereto shall be valid unless executed in writing by authorized signatories of all Parties.

15.7 Waiver. The failure of any Party hereto to insist upon strict performance of any provision of this Agreement or to exercise any right hereunder will not constitute a waiver of that provision or right.

15.8 Force Majeure. In the event that performance of the obligations of a Party hereunder are prevented by events beyond their reasonable control, including, but not limited to, acts of God, regulations or acts of any governmental authority, war, civil commotion, strikes, or other labor disturbances, epidemics, fire, earthquakes, storms or other catastrophes of a similar nature ("Force Majeure"), the affected Party will promptly notify the other Party of such event using the procedure defined herein, and the Parties shall be relieved of their respective obligations hereunder to the extent that the performance of such obligations is actually prevented thereby. During the existence of any such condition, the affected Party shall, nevertheless, use its best efforts to remove the cause thereof and resume performance of its obligations hereunder. The period of performance shall be extended for the Party who is unable to perform due to Force Majeure reasons by a period of time equal to the length of the period during which the Force Majeure reason exists or for a longer period if required to meet the requirements of the Study Protocol.

15.9 Counterparts. It is understood that this Agreement may be executed in one or more counterpart copies, each of equal dignity, which when joined, shall together constitute one Agreement. In the event of execution by exchange of facsimile or electronic signed copies, the Parties agree that, upon being signed by both Parties, this Agreement shall become effective and binding and that facsimile or .pdf signed copies will constitute evidence of this Agreement.

15.10 Export Control. Notwithstanding any other provision of this Agreement, it is understood that the Parties are subject to, and shall comply with, applicable United States laws, regulations, and governmental requirements and restrictions controlling the export of technology, technical data, computer software, laboratory prototypes, and other commodities, information and items (individually and collectively, "Technology and Items"), including without limitation, the Arms Export Control Act, the Export Administration Act of 1979, relevant executive orders, and United States Treasury Department embargo and sanctions regulations, all as amended from time to time ("Restrictions") and that the Parties' obligations hereunder are contingent on compliance with applicable Restrictions.

15.11 Choice of Law. Any disputes or claims arising under this Agreement shall be governed by the laws of the State of Texas. MD Anderson is an agency of the State of Texas and under the constitution and the laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the constitution and laws of the State of Texas. Notwithstanding any provision hereof, nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver or restriction of any of the rights, remedies, claims, and privileges of the State of Texas. Moreover, notwithstanding the generality or specificity of any provision hereof, the provisions of this Agreement as they pertain to MD Anderson are enforceable only to the extent authorized by the constitution and laws of the State of Texas; accordingly, to the extent any provision hereof conflicts with the constitution or laws

of the State of Texas or exceeds the right, power or authority of MD Anderson to agree to such provision, then that provision will not be enforceable against MD Anderson or the State of Texas.

[Signatures of Following Page]

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

The University of Texas M. D. Anderson Cancer Center

Date: 9/23/16

/s/ Chris McKee

Name Chris McKee, M.H.A
Title: VP. Business Operations

Adaptimmune LLC

Date: 23rd September 2016

/s/ Helen Tayton-Martin

Name Helen Tayton-Martin
Title: Authorized Signatory

Adaptimmune Limited

Date: 23rd September 2016

/s/ James Noble

Name James Noble
Title: CEO

Exhibit I

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Exhibit II

Table 1

Clinical Study (excluding screening and long term follow-up studies)	**Study Start Date**	***	***		
			***	***	***
***	***	***	***	***	***
***	***	***	***	***	
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Table 2-Payment Schedule

Clinical Studies (total funding US$13,374,000):

Milestone	Payment amount (US$)	Date on which Payment can be invoiced.
Effective Date	***	On expiry of Limited Unilateral Termination Period
Enrollment of *** Patients in a Clinical Study (excluding screening and long term follow-up studies)	***	On notification to Adaptimmune that ***th patient is eligible and has been enrolled.
Enrollment of *** Patients in a Clinical Study (excluding screening and long term follow-up studies)	***	On notification to Adaptimmune that ***th patient is eligible and has been enrolled.
Enrollment of *** Patients in a Clinical Study (excluding screening and long term follow-up studies)	***	On notification to Adaptimmune that ***th patient is eligible and has been enrolled.
Enrollment of *** Patients in a Clinical Study (excluding screening and long term follow-up studies)	***	On notification to Adaptimmune that ***th patient is eligible and has been enrolled.
Enrollment of *** Patients in a Clinical Study (excluding screening and long term follow-up studies)	***	On notification to Adaptimmune that ***th patient is eligible and has been enrolled.
Total Alliance Funding payable:	*13,374,000*	

Pre-clinical Studies (total funding $6,270,000, including indirect costs of US$***):

*** Portions of this page have been omitted pursuant to a request for Confidential Treatment and filed separately with the Commission.

Milestone	Payment amount (US$)	Date on which Payment can be invoiced.
Effective Date	*** .	On expiry of Limited Unilateral Termination Period
Completion of each analysis of *** patient samples for *** (Pre-clinical Study 1)	***	Completion of analysis of samples for *** patients, up to a maximum payment of US$*** and provision of results of such analysis to Adaptimmune. (Max. *** patients)
Completion of each analysis of *** patient samples arising from *** (Pre-clinical Study 2)	***	Completion of analysis of samples for 50 patients, up to a maximum payment of US$*** and provision of results of such analysis to Adaptimmune. (Max. *** patients)
Completion of each analysis of *** patient samples arising from the *** and additional *** Study (Pre-clinical Study 3)	***	Completion of analysis of samples for *** patients, up to a maximum payment of US$*** and provision of results of such analysis to Adaptimmune. (max. *** patients)
TOTAL Alliance Funding payable:	*6,270,000*	

For clarity: milestones and payments of Alliance Funding shall only be payable once the milestones set out above have been met by MD Anderson. There shall be no obligation on Adaptimmune to make such payments where any such milestones have not been met; and no payments of Alliance Funding will be due until expiry of Limited Unilateral Termination Period.

All payments will be paid by Adaptimmune within 45 days of receipt of an invoice from MD Anderson. Such invoice shall be addressed to Adaptimmune and sent by electronic mail to accounts@adaptimmune.com with copies to lini.pandite@adaptimmune.com and susan cousounis@adaptimmune.com for Clinical Study payments and with copies to Samik.basu@adaptimmune.com in relation to Pre-clinical Study payments.

Payments will be made by Adaptimmune to The University of Texas M. D. Anderson Cancer Center:
The University of Texas
M. D. Anderson Cancer Center
P.O. Box 4390
Houston, Texas 77210-4390

Or if payment is made by wire transfer, wired to the following:

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Exhibit III

STRATEGIC COLLABORATION AGREEMENT - STUDY ORDER

This Study Order ("Study Order"), effective as of the ___ day of _____("Effective Date" of Study Order), is entered into by and between The

University of Texas M. D. Anderson Cancer Center, with a place of business located at 1515 Holcombe Blvd., Houston, TX 77030, USA (" MD Anderson"), a member institution of The University of Texas System (" System"); Adaptimmune Limited with a place of business at 101 Milton Park, Abingdon, Oxfordshire, OX14 4RY; and Adaptimmune LLC, with a place of business located at 2001 Market Street, Philadelphia, PA 1903, USA ("Adaptimmune") (MD Anderson and Adaptimmune each a "Party" and collectively the "Parties"). This Study Order is a part of, and is subject to, the terms and conditions of the Strategic Collaboration Agreement entered into between MD Anderson and Adaptimmune dated August ___ 2015 ("Agreement").

1. The Parties enter into this Study Order in connection with:

the [*Pre-Clinical or Clinical]]* Study entitled _____, to be conducted pursuant

for Clinical: to Protocol No. [**Insert Protocol number**] as attached hereto and incorporated herein.

for Preclinical: to the workscope attached as Appendix A

2. _____ is the Principal Investigator (as defined in the Agreement) for the Study which will be conducted at MD Anderson.

3. Study Drug for the above referenced Study is _____.

4. The parties may further exchange the following Proprietary Materials (other than Study Drug) with each other in connection with the Study:
_____ being provided by [Insert name of providing party]
_____ being provided by [Insert name of providing party]

5. Term: This Study Order will continue until the Study is completed, which is expected to be _____ (__) months after the Effective Date, or until terminated early as provided in the Agreement.

7. **Notices.**

Any notice or other formal communication related to this Agreement must be in writing and will be deemed given only if: (a) delivered in person; or (b) sent by internationally recognized overnight delivery service or air courier guaranteeing next day delivery. Until a change of address is communicated, as provided below, all notices and other communications must be sent to the Parties at the following addresses or facsimile numbers:

If to MD Anderson:

The University of Texas

M. D. Anderson Cancer Center
Attn: Vice President, Strategic Industry Ventures
1515 Holcombe Boulevard, Box 1643
Houston, TX 77030

With a copy to:

The University of Texas
M. D. Anderson Cancer Center
Legal Services—Unit 1674
PO Box 301407
Houston, Texas 77230-1407
Attn: Chief Legal Officer

And to:

[insert investigator information]

If to Adaptimmune:

[To Be Added]

With a copy to:

[To Be Added]

12.2 All notices will be effective and will be deemed delivered: (a) if by personal delivery, delivery service or courier, on the date of delivery; and

(b) if by electronic facsimile communication, on the date of transmission of the communication. Either Party may change its notice address by sending notice of the change to the other Party in the manner set forth above.

8. Specific superseding terms: N/A.

In witness whereof, the Parties hereto have caused this Study Order to be executed by their duly authorized representatives to be effective as of the Effective Date.

The University of Texas M. D. Anderson Cancer Center

Date: _____

_____
Name
Function:

Adaptimmune LLC

Date: _____

_____
Name
Function:

Adaptimmune Limited

Date: _____

_____
Name
Title:

READ AND UNDERSTOOD:

I confirm that I have received a copy of the Agreement under which this Study Order is issued, and that I have read and understand the Agreement and this Study Order.

Principal Investigator

Date: _____

_____
Name

EXHIBIT IV

DRAFT RELEASE

MD Anderson Cancer Center and Adaptimmune Form Strategic Alliance to Advance Development of Immunotherapies Targeting Multiple Cancers

PHILADELPHIA, and HOUSTON, U.S.A. and OXFORD, UK, September XX, 2016 — Adaptimmune Therapeutics plc (Nasdaq: ADAP), a leader in T-cell therapy to treat cancer, and The University of Texas MD Anderson Cancer Center announced today that they have

entered into a multi-year strategic alliance designed to expedite the development of novel adoptive T-cell therapies for multiple types of cancer.

The alliance pairs MD Anderson's preclinical and clinical teams with Adaptimmune's scientists and proprietary SPEAR® (Specific Peptide Enhanced Affinity Receptor) T-cell technology platform, which enables Adaptimmune to identify targets expressed on solid and hematologic cancers and to develop affinity enhanced T-cell receptors (TCRs) with optimal potency and specificity against them.

The teams will collaborate in a number of areas including preclinical and clinical development of Adaptimmune's SPEAR T-cell therapies targeting MAGE-A10 and future clinical stage first and second generation SPEAR T-cell therapies such as MAGE-A4 across a number of cancers, including bladder, lung, ovarian, head and neck, melanoma, esophageal and gastric cancers. The alliance will also drive research and development of other new SPEAR TCR therapies to targets in other tumor types such as breast cancers and facilitate clinical study participation by MD Anderson in other Adaptimmune trials. Access to MD Anderson's tumor repository will guide further target selection and clinical trial design, while its cancer immunology cores and expertise in performing translational medicine studies may help optimize the efficacy and safety of SPEAR T-cell therapies.

"At MD Anderson, we are focused on providing the best possible care for cancer patients, including implementing important new technologies and treatment modalities," said Elizabeth Mittendorf, M.D., Ph.D., associate professor of Breast Surgical Oncology.

David Hong, M.D., associate professor of Investigational Cancer Therapeutics at MD Anderson added, "It is our hope this alliance will allow us to address numerous solid tumors and augment the patient's immune system, directing it against tumors based on their specific molecular makeup."

"We believe that this strategic alliance will provide a strong partnership for the development of multiple new first and subsequent generation SPEAR T-cell therapies against many intractable solid tumors in our near-term clinical programs," commented Rafael Amado, Adaptimmune's chief medical officer. "It will also generate invaluable data from patient samples that will help us understand these therapies and design the next generation of studies. We are very proud to form this alliance with the outstanding team of cancer immunologists at MD Anderson, and are confident that together we can move these novel immunotherapeutic candidates forward for patients who are fighting a variety of cancers."

About MD Anderson

The University of Texas MD Anderson Cancer Center in Houston ranks as one of the world's most respected centers focused on cancer patient care, research, education and prevention. The institution's sole mission is to end cancer for patients and their families around the world. MD Anderson is one of only 45 comprehensive cancer centers designated by the National Cancer Institute (NCI). MD Anderson is ranked No.1 for cancer care in U.S. News & World Report's "Best Hospitals" survey. It has ranked as one of the nation's top two hospitals since the survey began in 1990, and has ranked first for nine of the

past 10 years. MD Anderson receives a cancer center support grant from the NCI of the National Institutes of Health (P30 CA016672).

About Adaptimmune

Adaptimmune is a clinical stage biopharmaceutical company focused on novel cancer immunotherapy products based on its SPEAR® (Specific Peptide Enhanced Affinity Receptor) T-cell platform. Established in 2008, the company aims to utilize the body's own machinery - the T-cell - to target and destroy cancer cells by using engineered, increased affinity TCRs as a means of strengthening natural patient T-cell responses. Adaptimmune's lead program is a SPEAR T-cell therapy targeting the NY-ESO cancer antigen. Its NY-ESO SPEAR T-cell therapy has demonstrated signs of efficacy and tolerability in Phase 1/2 trials in solid tumors and in hematologic cancer types, including synovial sarcoma and multiple myeloma. Adaptimmune has a strategic collaboration and licensing agreement with GlaxoSmithKline for the development and commercialization of the NY-ESO TCR program. In addition, Adaptimmune has a number of proprietary programs. These include SPEAR T-cell therapies targeting the MAGE-A10 and AFP cancer antigens, which both have open INDs, and a further SPEAR T-cell therapy targeting the MAGE-A4 cancer antigen that is in pre-clinical phase with IND acceptance targeted for 2017. The company has identified over 30 intracellular target peptides preferentially expressed in cancer cells and is currently progressing 12 through unpartnered research programs. Adaptimmune has over 250 employees and is located in Oxfordshire, U.K. and Philadelphia, USA. For more information: http://www.adaptimmune.com

Forward-Looking Statements

This release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 (PSLRA). These forward-looking statements involve certain risks and uncertainties. Such risks and uncertainties could cause our actual results to differ materially from those indicated by such forward-looking statements, and include, without limitation: the success, cost and timing of our product development activities and clinical trials and our ability to successfully advance our TCR therapeutic candidates through the regulatory and commercialization processes. For a further description of the risks and uncertainties that could cause our actual results to differ materially from those expressed in these forward-looking statements, as well as risks relating to our business in general, we refer you to our Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission (SEC) on August 8, 2016, and our other SEC filings. The forward-looking statements contained in this press release speak only as of the date the statements were made and we do not undertake any obligation to update such forward-looking statements to reflect subsequent events or circumstances.

Adaptimmune Contacts

Will Roberts
Vice President, Investor Relations
T: (215) 825-9306
E: will.roberts@adaptimmune.com

Margaret Henry
Head of PR
T: +44 (0)1235 430036
Mobile: +44 (0)7710 304249

E: margaret.henry@adaptimmune.com

MD Anderson Contact:

Ron Gilmore
Rlgilmore1@mdanderson.org
Phone: 713-745-1898

Exhibit 10.13

EXECUTION COPY

***Certain portions of this exhibit have been omitted based on a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended. The omitted portions have been filed separately with the Securities and Exchange Commission.

CLINICAL TRIAL COLLABORATION AND SUPPLY AGREEMENT

by and between

Merck Sharp & Dohme B.V.,

and

Adaptimmune Limited

Dated: October 27th, 2016

TABLE OF CONTENTS

CLINICAL TRIAL COLLABORATION AND SUPPLY AGREEMENT

This CLINICAL TRIAL COLLABORATION AND SUPPLY AGREEMENT (this " **Agreement**"), made as of October 27, 2016 (the "**Effective Date**"), is by and between Merck Sharp & Dohme B.V., having a place of business at Waarderweg 39, 2031 BN Haarlem, Netherlands ("**Merck**"), and Adaptimmune Limited, having a place of business at 101 Park Drive, Milton Park, Abingdon Oxfordshire, OX14 4RY, UK ("**Adaptimmune**"). Merck and Adaptimmune are each referred to herein individually as "**Party**" and collectively as "**Parties**".

RECITALS

A. Merck holds intellectual property rights with respect to the Compound (as defined below).

B. Adaptimmune is developing the Adaptimmune Compound (as defined below) for the treatment of certain tumor types.

C. Merck is developing the Merck Compound for the treatment of certain tumor types.

D. Adaptimmune or its Affiliate desires to sponsor a clinical trial in which the Adaptimmune Compound and the Merck Compound would be dosed concurrently or in combination.

E. Merck and Adaptimmune, consistent with the terms of this Agreement, desire to collaborate as more fully described herein, including by providing the Merck Compound and the Adaptimmune Compound for the Study (as defined below).

NOW, THEREFORE, in consideration of the premises and of the following mutual promises, covenants and conditions, the Parties, intending to be legally bound, mutually agree as follows:

1. Definitions.

For all purposes of this Agreement, the capitalized terms defined in this Article 1 and throughout this Agreement shall have the meanings herein specified.

1.1. "**Adaptimmune**" has the meaning set forth in the preamble.

1.2. "**Adaptimmune Background Patents**" has the meaning set forth in Section 10.4.1.

1.3. "**Adaptimmune Class Compound**" means any T-cell transfected or transduced with the genetic sequences for any affinity enhanced T-cell receptor.

1.4. **"Adaptimmune Compound**" means an engineered T-cell containing the gene sequence for NY-ESO-1 ^{c259}T, an affinity enhanced TCR capable of recognizing the HLA-A*02-SLLMWITQC antigen complex ***

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*** Portions of this page have been omitted pursuant to a request for Confidential Treatment and filed separately with the Commission.

1.5. "**Adaptimmune Inventions**" has the meaning set forth in Section 10.2.

1.6. "**Affiliate**" means, with respect to either Party or GSK, a firm, corporation or other entity which directly or indirectly owns or controls said Party or GSK, or is owned or controlled by said Party or GSK, or is under common ownership or control with said Party or GSK. The word "**control**" as used in this definition means (i) the direct or indirect ownership of fifty percent (50%) or more of the outstanding voting securities of a legal entity, or (ii) possession, directly or indirectly, of the power to direct the management or policies of a legal entity, whether through the ownership of voting securities, contract rights, voting rights, corporate governance or otherwise.

1.7. "**Agreement**" means this agreement, as amended by the Parties from time to time, and as set forth in the preamble.

1.8. "**Alliance Manager**" has the meaning set forth in Section 3.10.

1.9. "**Applicable Law**" means all federal, state, local, national and regional statutes, laws, rules, regulations and directives applicable to a particular activity hereunder, including performance of clinical trials, medical treatment and the processing and protection of personal and medical data, that may be in effect from time to time, including those promulgated by the United States Food and Drug Administration ("**FDA**"), national regulatory authorities, the European Medicines Agency ("**EMA**") and any successor agency to the FDA or EMA or any agency or authority performing some or all of the functions of the FDA or EMA in any jurisdiction outside the United States or the European Union (each a "**Regulatory Authority**" and collectively, "**Regulatory Authorities**"), and including cGMP and GCP (each as defined below); all data protection requirements such as those specified in the EU Data Protection Directive and the regulations issued under the United States Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"); export control and economic sanctions regulations which prohibit the shipment of United States-origin products and technology to certain restricted countries, entities and individuals; anti-bribery and anti-corruption laws including those pertaining to interactions with government agents, officials and representatives; laws and regulations governing payments to, and the reporting of payments made to, healthcare providers; and any United States or other country's or jurisdiction's successor or replacement statutes, laws, rules, regulations and directives relating to the foregoing.

1.10. "**Business Day**" means any day other than a Saturday, Sunday, or a day on which commercial banks located in the country where the applicable obligations are to be performed are authorized or required by law to be closed.

1.11. "**cGMP**" means the current Good Manufacturing Practices officially published and interpreted by EMA, FDA and other applicable Regulatory Authorities that may be in effect from time to time and are applicable to the Manufacture of the Compounds.

1.12. "**Clinical Data**" means all data (including raw data) and results generated by or on behalf of either Party or at either Party's direction, or by or on behalf of the Parties together or at their direction, in the course of each such Party's performance of the Study; *provided however*, that Clinical Data does not include Sample Testing Results.

1.13. "**Clinical Quality Agreement**" has the meaning set forth in Section 8.2.

1.14. "**CMC**" means "**Chemistry Manufacturing and Controls**" as such term of art is used in the pharmaceutical industry.

1.15. "**Combination**" means the use or method of using the Adaptimmune Compound and the Merck Compound in concomitant or sequential administration.

1.16. "**Compounds**" means the Adaptimmune Compound and the Merck Compound. A "**Compound**" means either the Adaptimmune Compound or the Merck Compound, as applicable.

1.17. "**Confidential Information**" means any information, Know-How or other proprietary information or materials furnished to one Party ("**Receiving Party**") by the other Party ("**Disclosing Party**") pursuant to this Agreement, except to the extent that such information or materials: (a) was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the Disclosing Party, as demonstrated by competent evidence; (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party; (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the Receiving Party in breach of this Agreement; (d) was disclosed to the Receiving Party by a Third Party who had no obligation to the Disclosing Party not to disclose such information to others; or (e) was subsequently developed by the Receiving Party without use of the Disclosing Party Confidential Information, as demonstrated by competent evidence.

1.18. "**Continuing Party**" has the meaning set forth in Section 10.1.3.

1.19. "**Control**" or "**Controlled**" means, the rightful possession by a Party, whether directly or indirectly and whether by ownership, license (other than pursuant to this Agreement) or otherwise, of the right (excluding where any required Third Party consent cannot be obtained) to grant to the other Party a license, sublicense or other right to use without breaching the terms of any agreement with

any Third Party.

1.20. "**CTA**" means an application to a Regulatory Authority for purposes of requesting the ability to start or continue a clinical trial.

1.21. "**Data Sharing and Sample Testing Schedule**" means the schedule attached hereto as Schedule I.

1.22. "**Defending Party**" has the meaning set forth in Section 14.2.3.

1.23. "**Delivery**" with respect to the Merck Compound has the meaning set forth in Section 8.4.1, and with respect to the Adaptimmune Compound, the meaning set forth in Section 8.4.2.

1.24. "**Direct Manufacturing Costs**" has the meaning set forth in Section 6.11.

1.25. "**Disclosing Party**" has the meaning set forth in the definition of Confidential Information.

1.26. "**Disposition Package**" has the meaning set forth in Section 8.8.1.

1.27. "**Dispute**" has the meaning set forth in Section 21.1.

1.28. "**Effective Date**" has the meaning set forth in the preamble.

1.29. "**EMA**" has the meaning set forth in the definition of Applicable Law.

1.30. "**Exclusion List**" has the meaning set forth in the definition of Violation.

1.31. "**FDA**" has the meaning set forth in the definition of Applicable Law.

1.32. "**Filing Party**" has the meaning set forth in Section 10.1.3.

1.33. "**Force Majeure**" has the meaning set forth Section 16.

1.34. "**GAAP**" has the meaning set forth in Section 6.11.

1.35. "**GCP**" means the Good Clinical Practices officially published by EMA, FDA and the International Conference on Harmonisation of Technical Requirements for Registration of Pharmaceuticals for Human Use (ICH) that may be in effect from time to time and are applicable to the testing of the Compounds.

1.36. "**Government Official**" means: (a) any officer or employee of a government or any department, agency or instrument of a government; (b) any Person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government; (c) any officer or employee of a company or business owned in whole or part by a government; (d) any officer or employee of a public international organization such as the World Bank or United Nations; (e) any officer or employee of a political party or any Person acting in an official capacity on behalf of a political party; and/or (f) any candidate for political office; who, when such Government Official is acting in an official capacity, or in an official decision-making role, has responsibility for performing regulatory inspections, government authorizations or licenses, or otherwise has the capacity to make decisions with the potential to affect the business of either of the Parties.

1.37. "**GSK**" means GlaxoSmithKline Intellectual Property Development Ltd or its Affiliates.

1.38. "**HIPAA**" has the meaning set forth in the definition of Applicable Law.

1.39. "**IND**" means any Investigational New Drug Application filed or to be filed with the FDA as described in Title 21 of the U.S. Code of Federal Regulations, Part 312, and the equivalent application in the jurisdictions outside the United States, including an "Investigational Medicinal Product Dossier" or CTA filed or to be filed with Regulatory Authorities in the European Union.

1.40. "**Indirect Manufacturing Costs**" has the meaning set forth in Section 6.11.

1.41. "**Inventions**" means all inventions and discoveries, whether or not patentable, that are made, conceived, or first actually reduced to practice by or on behalf of a Party, or by or on behalf of the Parties together, (i) in the design or performance of the Study or in the

design or performance of any Subsequent Study performed pursuant to Section 3.15 or (ii) through use of unpublished Clinical Data.

1.42. "**Joint Development Committee**" or "**JDC**" has the meaning set forth in Section 3.10.

1.43. "**Joint Patent Application**" has the meaning set forth in Section 10.1.3.

1.44. "**Joint Patent**" means a patent that issues from a Joint Patent Application.

1.45. "**Jointly Owned Invention**" has the meaning set forth in Section 10.1.1.

1.46. "**Know-How**" means any proprietary invention, innovation, improvement, development, discovery, computer program, device, trade secret, method, know-how, process, technique or the like, including manufacturing, use, process, structural, operational and other data and information, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained and whether or not patentable or copyrightable, that is not generally known or otherwise in the public domain.

1.47. "**Liability**" has the meaning set forth in Section 14.2.1.

1.48. "**Manufacture**," "**Manufactured**," or "**Manufacturing**" means all activities related to the manufacture of a Compound, including planning, purchasing, manufacture, processing, compounding, storage, filling, packaging, waste disposal, labeling, leafleting, testing, quality assurance, sample retention, stability testing, release, dispatch and supply, as applicable.

1.49. "**Manufacturer's Release**" or "**Release**" has the meaning ascribed to such term in the Clinical Quality Agreement.

1.50. "**Manufacturing Site**" means the facilities where a Compound is Manufactured by or on behalf of a Party, as such Manufacturing Site may change from time to time in accordance with Section 8.7.

1.51. "**Merck**" has the meaning set forth in the preamble.

1.52. "**Merck Background Patents**" has the meaning set forth in Section 10.4.2.

1.53. "**Merck Compound**" means pembrolizumab, a humanized anti-human PD-1 monoclonal antibody, ***

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1.54. "**Merck Inventions**" has the meaning set forth in Section 10.3.

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1.55. "**Merck Restricted Personnel**" means ***

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1.56. "**NDA**" means a New Drug Application, Biologics License Application, Marketing Authorization Application, filing pursuant to Section 510(k) of the United States Federal Food, Drug and Cosmetic Act, or similar application or submission for a marketing authorization of a product filed with a Regulatory Authority to obtain marketing approval for a biological, pharmaceutical or diagnostic product in that country or in that group of countries.

1.57. "**Non-Conformance**" means, with respect to a given unit of Compound, (i) an event that deviates from an approved cGMP requirement with respect to the applicable Compound, such as a procedure, Specification, or operating parameter, or that requires an investigation to assess impact to the quality of the applicable Compound or (ii) that such Compound failed to meet the applicable representations and warranties set forth in Section 2.3. Classification of the Non-Conformance is detailed in the Clinical Quality Agreement.

1.58. "**Non-Filing Party**" has the meaning set forth in Section 10.1.3.

1.59. "**Other Party**" has the meaning set forth in Section 14.2.3.

1.60. "**Option Purchase Agreement**" means the Collaboration and Licence Agreement between Adaptimmune and GSK dated May 30, 2014, as amended.

1.61. "**Opting-out Party**" has the meaning set forth in Section 10.1.3.

1.62. "**Party**" has the meaning set forth in the preamble.

1.63. "**PD-1 Antagonist**" means any small or large molecule that *** .

1.64. "**Person**" means any individual, sole proprietorship, partnership, corporation, business trust, joint stock company, trust, unincorporated organization, association, limited liability company, institution, public benefit corporation, joint venture, entity or governmental entity.

1.65. "**Pharmacovigilance Agreement**" has the meaning set forth in Section 5.1.

1.66. "**Project Manager**" has the meaning set forth in Section 3.10.

1.67. "**Protocol**" means the written documentation that describes the Study and sets forth specific activities to be performed as part of the conduct of the Study, a summary of which is attached hereto as Appendix A.

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1.68. "**Receiving Party**" has the meaning set forth in the definition of Confidential Information.

1.69. "**Regulatory Approvals**" means, with respect to a Compound, any and all permissions (other than the Manufacturing approvals) required to be obtained from Regulatory Authorities and any other competent authority for the development, registration, importation and distribution of such Compound in the United States, Europe or other applicable jurisdictions for use in the Study.

1.70. "**Regulatory Authorities**" has the meaning set forth in the definition of Applicable Law.

1.71. "**Regulatory Documentation**" means, with respect to the Compounds, all submissions to Regulatory Authorities in connection with the development of such Compounds, including all INDs and amendments thereto, NDAs and amendments thereto, drug master files, correspondence with Regulatory Authorities, periodic safety update reports, adverse event files, complaint files, inspection reports and manufacturing records, in each case together with all supporting documents (including documents that include Clinical Data).

1.72. "**Related Agreements**" means the Pharmacovigilance Agreement, the Clinical Quality Agreement and the agreement referenced in Section 4.3 (Financial Disclosure).

1.73. "**Right of Reference**" means the "right of reference" defined in 21 CFR 314.3(b), including with regard to a Party, allowing the applicable Regulatory Authority in a country to have access to relevant information (by cross-reference, incorporation by reference or otherwise) contained in Regulatory Documentation (and any data contained therein) filed with such Regulatory Authority with respect to a Party's Compound, only to the extent necessary for the conduct of the Study in such country or as otherwise expressly permitted or required under this Agreement to enable a Party to exercise its rights or perform its obligations hereunder.

1.74. "**SAEs**" has the meaning set forth in Section 5.2.

1.75. "**Samples**" means biological specimens collected from subjects participating in the Study, including urine, blood and tissue samples.

1.76. "**Sample Testing**" means the analyses to be performed by each Party using the applicable Samples, as described in the Data Sharing and Sample Testing Schedule.

1.77. "**Sample Testing Results**" means those data and results arising from the Sample Testing performed by a Party.

1.78. "**Specifications**" means, with respect to a given Compound, the set of requirements for such Compound as set forth in the Clinical Quality Agreement.

1.79. "**Study**" means the pilot clinical trial described in the Protocol to evaluate the safety, pharmacokinetics, pharmacodynamics, and preliminary efficacy of the concomitant and/or sequenced administration of the combination of the Merck Compound and the Adaptimmune Compound in patients with multiple myeloma.

1.80. "**Study Completion**" has the meaning set forth in Section 3.11.

1.81. "**Subcontractors**" has the meaning set forth in Section 2.4.

1.82. "**Term**" has the meaning set forth in Section 6.1.

1.83. "**Territory**" means anywhere in the world.

1.84. "**Third Party**" means any Person or entity other than Adaptimmune, Merck or their respective Affiliates.

1.85. "**Toxicity & Safety Data**" means Clinical Data which comprises all clinical adverse event information and/or patient-related safety data, as more fully described in the Pharmacovigilance Agreement.

1.86. "**VAT**" has the meaning set forth in Section 8.16.

1.87. "**Violation**" means that a Party or any of its officers or directors or any other personnel (or other permitted agents of a Party performing activities hereunder) has been: (1) convicted of any of the felonies identified among the exclusion authorities listed on the U.S. Department of Health and Human Services, Office of Inspector General (OIG) website, including 42 U.S.C. 1320a-7(a) (http://oig.hhs.gov/exclusions/authorities.asp); (2) identified in the OIG List of Excluded Individuals/Entities (LEIE) database (http://exclusions.oig.hhs.gov/) or listed as having an active exclusion in the System for Award Management (http://www.sam.gov); or (3) listed by any US Federal agency as being suspended, debarred, excluded or otherwise ineligible to participate in Federal procurement or non-procurement programs, including under 21 U.S.C. 335a (http://www.fda.gov/ora/compliance_ref/debar/) (each of (1), (2) and (3) collectively the "**Exclusions Lists**").

2. Scope of the Agreement.

2.1. *Generally*. Each Party shall: (a) contribute to the Study such resources as are necessary to fulfill its obligations set forth in this Agreement; and (b) act in good faith in performing its obligations under this Agreement and each Related Agreement to which it is a Party.

2.2. *Manufacturing Delay.* Each Party shall notify the other Party as promptly as possible in the event of any Manufacturing delay that is likely to adversely affect supply of its Compound as contemplated by this Agreement. In providing such notification each Party shall provide information on the nature of such delay and the likely impact on supply of Compound for use in accordance with the Protocol (including estimates as to when such adverse affect will cease to impact supply), provided that there shall be no obligation on the relevant Party under this Section 2.2 to provide any of its or any Third Party's proprietary Manufacturing information or technology information.

2.3. *Compound Commitments*.

(a) Adaptimmune agrees to Manufacture and supply the Adaptimmune Compound for purposes of the Study in accordance with Article 8, and Adaptimmune hereby represents and warrants to Merck that, at the time of Delivery of the Adaptimmune Compound, such Adaptimmune Compound shall have been Manufactured and supplied in compliance with: (i) the Specifications for the Adaptimmune Compound; (ii) the Clinical Quality Agreement; and (iii) all Applicable Law, including cGMP and health, safety and environmental protections.

(b) Merck agrees to Manufacture and supply the Merck Compound for purposes of the Study in accordance with Article 8, and Merck hereby represents and warrants to Adaptimmune that, at the time of Delivery of the Merck Compound, such Merck Compound shall have been Manufactured and supplied in compliance with: (i) the Specifications for the Merck Compound; (ii) the Clinical Quality Agreement; and (iii) all Applicable Law, including cGMP and health, safety and environmental protections.

(c) Without limiting the foregoing, each Party is responsible for obtaining all regulatory approvals (including facility licenses) that are required to Manufacture its Compound in accordance with Applicable Law (*provided* that, for clarity, Adaptimmune shall be responsible for obtaining Regulatory Approvals for the conduct of the Study as set forth in Section 3.4).

2.4. *Delegation of Obligations*. Each Party shall have the right to delegate any portion of its obligations hereunder as follows: (a) to such Party's Affiliates; (b) to contract research organizations or other Third Parties that (i) are conducting clinical trials of such Party's Compound as of the Effective Date and are set forth in the Protocol as performing such Study activities (ii) are conducting Sample Testing for such Party, (iii) are engaging in the analysis or testing of Clinical Data for such Party *or* (iv) are set forth on Schedule 2.4; (c) *** and (d) upon the written consent of the other Party such consent not to be unreasonably withheld or delayed. Any and all Third Parties to whom a Party delegates any of its obligations hereunder are referred to as "**Subcontractors**". Notwithstanding any delegation of its obligations hereunder, each Party shall remain solely and fully liable for the performance of its Affiliates and Subcontractors to which such Party delegates the performance of its obligations under this Agreement. Each Party shall ensure that each of its Affiliates and Subcontractors performs such Party's obligations pursuant to the terms of this Agreement, including the Appendices and Schedules attached hereto. Each Party shall obtain and maintain copies of documents relating to the obligations performed by such Affiliates and use reasonable efforts to obtain and have maintained documents relating to the obligations

performed by such Subcontractors that are required to be provided to the other Party under this Agreement.

2.5. *Compounds*. Except as expressly set forth in Section 3.15, this Agreement does not create any obligation on the part of Merck to provide the Merck Compound for any activities other than the Study, nor does it create any obligation on the part of Adaptimmune to provide the Adaptimmune Compound for any activities other than the Study.

3. Conduct of the Study.

3.1. *Sponsor*. Adaptimmune shall act as the sponsor of the Study under its existing IND for the Adaptimmune Compound with a Right of Reference to the IND of the Merck Compound as further described

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in Section 3.4; *provided*, *however*, that in no event shall Adaptimmune file an additional IND for the Study unless required by Regulatory Authorities to do so. If a Regulatory Authority requests an additional IND for the Study the Parties shall meet and mutually agree on an approach to address such requirement.

3.2. *Performance*. Adaptimmune and its Affiliates shall perform the Study in accordance with this Agreement, the Protocol and all Applicable Law, including GCP and shall ensure that its Subcontractors do the same.

3.3. *Debarred Personnel; Exclusion Lists*. Notwithstanding anything to the contrary contained herein, Adaptimmune shall not employ or subcontract with any Person that is excluded, debarred, suspended, proposed for suspension or debarment, in Violation or otherwise ineligible for government programs for the performance of the Study or any other activities under this Agreement or the Related Agreements. Both Parties hereby certify that it has not employed or otherwise used in any capacity and will not employ or otherwise use in any capacity, the services of any Person suspended or debarred under United States law, including 21 USC 335a, or any foreign equivalent thereof, in performing any portion of the Study or other activities under this Agreement or the Related Agreements and that each Party has, as of the Effective Date, screened itself, and its officers and directors, against the Exclusions Lists and that it has informed Merck whether it or any of its officers or directors is in Violation. Each Party shall notify the other Party in writing immediately if any such suspension debarment or Violation occurs or comes to its attention, and shall, with respect to any Person so suspended, debarred or in Violation, promptly remove such Person from performing activities, function or capacity related to the Study or otherwise related to activities under this Agreement or the Related Agreements.

3.4. *Regulatory Matters*. Adaptimmune shall: (a) obtain, prior to initiating the Study, all Regulatory Approvals from all Regulatory Authorities, ethics committees and/or institutional review boards with jurisdiction over the Study prior to initiating the Study; and (b) follow all directions from any such Regulatory Authorities, ethics committees and/or institutional review boards. To the extent solely related to Merck Compound, Merck shall reasonably assist and cooperate with Adaptimmune to the extent necessary to enable Adaptimmune to comply with Sections 3.4(a) and (b). Merck shall have the right (but not the obligation) to participate in any discussions with a Regulatory Authority regarding matters related to the Merck Compound. Each Party shall provide to the other, as necessary, a cross-reference letter or similar communication to the applicable Regulatory Authority to effectuate the Right of Reference. *** . Merck shall authorize FDA and other applicable Regulatory Authorities to cross-reference the appropriate Merck Compound INDs and CTAs to provide data access to Adaptimmune sufficient to support conduct of the Study. If Merck's CTA is not available in a given country, Merck will file its CMC data with the Regulatory Authority for such country, referencing Adaptimmune's CTA as appropriate (***).

3.5. *Documentation*. Adaptimmune shall maintain reports and all related documentation for the Study in good scientific manner and in compliance with Applicable Law. Adaptimmune shall provide to Merck all Study information and documentation reasonably requested by Merck to enable Merck to (a) comply with any of its legal, regulatory and/or contractual obligations, or any request by any Regulatory Authority, related to

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the Merck Compound and (b) determine whether the Study has been performed in accordance with this Agreement.

3.6. *Copies*. Adaptimmune shall provide to Merck copies of all Clinical Data, in electronic form or other mutually agreeable alternate form and on the timelines specified in the Data Sharing and Sample Testing Schedule (if applicable) or upon mutually agreeable timelines; *provided*, *however*, that a complete copy of the Clinical Data shall be provided to Merck no later than thirty (30) days following Study Completion. Such complete copy may be provided by Adaptimmune providing access to Merck to its electronic database holding all

such Clinical Data. Adaptimmune shall ensure that all patient authorizations and consents required under HIPAA, the EU Data Protection Directive or any other similar Applicable Law in connection with the Study permit such sharing of Clinical Data with Merck. Should additional data protection agreements be required to enable transfer of Clinical Data to any Party to be in compliance with Applicable Laws, the Parties will work together in good faith to put in place such additional data protection agreements, in each case sufficient to ensure compliance with Applicable Laws.

3.7. *Samples*.

(a) Adaptimmune shall provide Samples to Merck as specified in the Protocol or as agreed to by the Joint Development Committee. Each Party shall use the Samples only for the Sample Testing and each Party shall conduct the Sample Testing solely in accordance with the Data Sharing and Sample Testing Schedule and the Protocol and any patient informed consent forms. Merck shall own all Sample Testing Results arising from Sample Testing performed by or on behalf of Merck. Merck shall provide to Adaptimmune the Sample Testing Results for the Sample Testing conducted by or on behalf of Merck, in electronic form or other mutually agreeable alternate form, to the extent specified on the Data Sharing and Sample Testing Schedule and on the timelines specified in the Data Sharing and Sample Testing Schedule or as otherwise mutually agreed.

(b) Adaptimmune shall own all Sample Testing Results arising from Sample Testing performed by or on behalf of Adaptimmune. Adaptimmune shall provide to Merck the Sample Testing Results for the Sample Testing conducted by or on behalf of Adaptimmune, in electronic form or other mutually agreeable alternate form, to the extent specified on the Data Sharing and Sample Testing Schedule and on the timelines specified in the Data Sharing and Sample Testing Schedule or as otherwise mutually agreed.

(c) Except to the extent otherwise agreed in a writing signed by authorized representatives of each Party, each Party may use and disclose the Sample Testing Results owned by the other Party only for the purposes of ***

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3.8. *Ownership and Use of Clinical Data*.

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3.8.1. ***

. Adaptimmune shall maintain the Clinical Data in its internal database; *provided*, *however*, that at all times during the Term, Adaptimmune shall grant Merck access to all Clinical Data and any portions of Adaptimmune's database that include Clinical Data.

3.8.2. Notwithstanding the foregoing, and subject to the remaining provisions of this Section 3.8 and Section 9.4 or as otherwise permitted under this Agreement (including as set forth in Section 3.12 with respect to disclosure to GSK), before publication of the Clinical Data in accordance Article 12: ***

provided, *however*, that the foregoing shall not limit or restrict either Party's ability to (A) use or disclose the Clinical Data as may be necessary to comply with Applicable Law or with such Party's internal policies and procedures with respect to pharmacovigilance and adverse event reporting or (B) share with Third Parties or Affiliates Toxicity and Safety Data where because of severity, frequency or lack of reversibility either Party needs to use such Toxicity and Safety Data with respect to its own Compound or the Combination to ensure patient safety or (C) to Subcontractors solely as necessary to perform its subcontracted obligations contemplated by this Agreement or the Study.

3.9. *Regulatory Submission*. It is understood and acknowledged by the Parties that positive Clinical Data could be used to obtain label changes for the Compounds, and each Party may propose a Subsequent Study (as defined below) in connection therewith in accordance with Section 3.15.

3.10. *Joint Development Committee*. The Parties shall form a joint development committee (the "**Joint Development Committee**" or "**JDC**") made up of an equal number of representatives of Merck and Adaptimmune, which shall have responsibility for coordinating all regulatory and other activities under, and pursuant to, this Agreement. The number of representatives of Merck and Adaptimmune on the JDC will be mutually agreed from time to time during the Term. Each Party shall designate a project manager (the "**Project Manager**") who shall be responsible for implementing and coordinating activities and facilitating the exchange of information between the Parties with respect to the Study. Each Party may invite additional members to the JDC where necessary for the coordination of activities pursuant to this Agreement. In particular Adaptimmune will be entitled, ***

. The JDC shall meet as soon as practicable after the Effective Date and then no less than twice yearly, and more often as reasonably considered necessary at the request of either Party, to provide an update on the progress of the Study. The JDC may meet in person or by means of teleconference, Internet conference, videoconference or other similar communications equipment. Prior to any such meeting, the Adaptimmune Project Manager shall provide an update in writing to the Merck Project

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Manager, which update shall contain information about the overall progress of the Study, recruitment status, interim analysis (if results available), final analysis and other information relevant to the conduct of the Study (the "**Study Update**"). In addition to a Project Manager, each Party shall designate an alliance manager who may be the same individual as the Project Manager (the "**Alliance Manager**"), who shall endeavor to ensure clear and responsive communication between the Parties and the effective exchange of information and shall serve as the primary point of contact for any issues arising under this Agreement. The Alliance Managers shall have the right to attend all JDC meetings and may bring to the attention of the JDC any matters or issues either of them reasonably believes should be discussed and shall have such other responsibilities as the Parties may mutually agree in writing. In the event that an issue arises and the Alliance Managers cannot or do not, after good faith efforts, facilitate agreement on such issue, or if there is a decision to be made by the JDC on which the members of the JDC cannot unanimously agree, the issue shall be elevated to the Vice President of Clinical Oncology for Merck and the Chief Operating Officer for Adaptimmune. In the event such escalation does not result in resolution or consensus: (a) Merck shall have final decision-making authority with respect to issues related to Merck Compound; and (b) Adaptimmune shall have final decision-making authority with respect to issues related to Adaptimmune Compound.

3.11. *Final Study Report*. Adaptimmune shall provide Merck with an electronic draft of the final study report promptly following Study Completion, and Merck shall have *** days after receipt of such draft to provide comments thereon. Adaptimmune shall consider in good faith any comments provided by Merck on the draft final study report and shall not include any statements relating to the Merck Compound that have not been approved by Merck. Adaptimmune shall deliver to Merck a final version of the final study report promptly following finalization thereof (the "**Final Study Report**"). "**Study Completion**" shall occur upon database lock of the Study results.

3.12. *Participation by GSK.*

3.12.1. Adaptimmune represents and warrants that (i) pursuant to the Option Purchase Agreement, GSK has an option (the "**Option**") for a specified period of time ("**Option Exercise Time**") to obtain an exclusive worldwide license under certain Adaptimmune intellectual property rights to make, have made, import, use, offer for sale, and sell the Adaptimmune Compound, and (ii) pursuant to the terms of the Option Purchase Agreement, Adaptimmune is required to provide certain information regarding its operations and the Adaptimmune Compound to GSK on an on-going basis during the Option Period. The obligation of Adaptimmune described in (ii) above requires Adaptimmune to, during the Option Period: (I) provide a copy of the Clinical Data to GSK, (II) allow GSK to attend (but not vote at) JDC meetings where material decisions relating to the Study (including its design) are discussed and if GSK is not in attendance at a JDC meeting, report back on decisions made by the JDC, (III) consult with GSK on upcoming decisions, if any, to be made by the JDC, (IV) provide GSK with a copy of each Study Update, drafts of the final study report and the Final Study Report, **(**V**)** allow GSK to attend (up to a maximum of *** individuals), as an adviser to Adaptimmune, discussions between Adaptimmune and Regulatory Authorities regarding the Study; and (VI) provide information about any Jointly Owned Inventions and draft Joint Patent Applications to GSK in a timely manner that allows GSK to discuss with Adaptimmune the filing of a Joint Patent Application and provide comments

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on any draft. The Parties acknowledge that the information provided to GSK pursuant to or in contemplation of the activities contemplated, in either case, by the preceding sentence may constitute Confidential Information of Merck or be subject to certain limitations on use ***

. **"Option Period**" as used in this Agreement shall mean the period of time expiring on the earlier of ***

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3.12.2. During the Option Period Merck consents to Adaptimmune providing a copy of ***

(individually and/or collectively the "**Study Information**") and to allowing GSK to attend meetings of the JDC or meetings with Regulatory Authorities, in each case as contemplated by the preceding paragraph, provided, that, Adaptimmune shall cause the following to occur, as applicable, prior to making any disclosure of Study Information to GSK or allowing GSK to attend such meetings: (i) All disclosures of the Study Information shall be provided to Merck contemporaneously (or earlier) with

any such provision to GSK, (ii) GSK shall be bound to an obligation of confidentiality and non-use as set out in the side letter attached hereto as Schedule 3.12, (iii) GSK shall attend any meeting with Regulatory Authorities concerning the Study solely as an adviser to Adaptimmune (with up to *** representatives of GSK entitled to attend) and only as may be permitted by the applicable Regulatory Authority, and (iv) GSK shall attend any meetings of the JDC as an adviser to Adaptimmune and shall not have any voting rights on decisions at the JDC. ***

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3.13. *Relationship*. Except as expressly set forth in this Agreement, nothing in this Agreement shall: (a) prohibit either Party from performing clinical studies other than the Study relating to its own Compound, either individually or in combination with any other compound or product, in any therapeutic area; or (b) create an exclusive relationship between the Parties with respect to any Compound. Each Party acknowledges and agrees that nothing in this Agreement shall be construed as a representation or inference that the other Party will not develop for itself, or enter into business relationships with other Third Parties regarding, any products, programs, studies (including combination studies), technologies or processes that are similar to or that may compete with the Combination or any other product, program, technology or process, including Adaptimmune Class Compound or PD-1 Antagonists, *provided* that the Clinical Data, Confidential Information, Jointly

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Owned Inventions and Sample Testing Results are not used or disclosed in connection therewith in violation of this Agreement other than as contemplated by Section 9.4.

3.14. *Licensing*. Nothing in this Agreement shall prohibit or restrict a Party from licensing, assigning or otherwise transferring to an Affiliate or Third Party its Compound and the related Clinical Data, Confidential Information, Jointly Owned Inventions or Sample Testing Results; *provided*, *however*, that in the case of any such license, assignment or transfer, the licensee, assignee or transferee shall agree in writing to be bound by the terms of this Agreement with respect to such Clinical Data, Confidential Information, Jointly Owned Inventions or Sample Testing Results. For purposes of clarity, any assignment or transfer of this Agreement must comply with Section 18 of this Agreement.

3.15. *Subsequent Study*.

(a) During the Term and for a period of *** after Study Completion, either Party shall have the option to propose amending this Agreement and the Related Agreements or negotiating a new agreement (the "**Subsequent Study Agreement**"), as appropriate, for the purpose of conducting follow-on studies for the Combination (each a "**Subsequent Study**") by sending written notification of such proposal to the other Party.

(b) If the receiving Party desires to engage in discussions around the proposed Subsequent Study, such Party shall notify the other Party, in writing, no later than *** days after receipt of the written proposal, ***

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4. Protocol and Certain Other Documents.

4.1. *Protocol*. A summary of the initial Protocol has been agreed to by the Parties as of the Effective Date and is attached hereto as Appendix A. Adaptimmune shall (a) provide a draft of the Protocol (and any subsequent revisions thereof) to Merck for Merck's review and comment, (b) consider in good faith any changes to the draft of the Protocol requested by Merck, and (c) incorporate any changes requested by Merck with respect to Merck Compound. The Protocol shall be submitted to the Parties for final approval. To the extent there is a disagreement between the Parties regarding the contents of the Protocol, Adaptimmune shall have final decision-making authority; *provided*, *however*, that any material changes to any draft of the Protocol (other than material changes relating solely to the Adaptimmune Compound) from the draft of the Protocol previously provided to Merck, any material changes to the approved final Protocol (other than material changes relating solely to the Adaptimmune Compound), and any changes to any draft of the Protocol or approved final Protocol (whether or not material) relating to the Merck Compound (including with respect to the quantities and/or presentations of Merck Compound to be provided for the Study and/or the timing for Delivery thereof), shall require Merck's prior written consent. Any such proposed changes will be sent in writing to Merck's Project Manager and Merck's Alliance Manager. Merck will provide such consent, or a written explanation for

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why such consent is being withheld, within fifteen (15) Business Days after Merck receives a copy of Adaptimmune's requested changes.

4.1.1. Notwithstanding anything to the contrary contained herein, Merck, in its sole discretion, shall have the sole right to determine the dose and dosing regimen for the Merck Compound and shall have the final decision on all matters relating to the Merck Compound (including quantities of Merck Compound to be supplied pursuant to Article 8) and any information regarding the Merck Compound included in the Protocol.

4.1.2. Notwithstanding anything to the contrary contained herein, Adaptimmune, in its sole discretion, shall have the sole right to determine the dose and dosing regimen for the Adaptimmune Compound and shall have the final decision on all matters relating to the Adaptimmune Compound (including quantities of Adaptimmune Compound to be supplied pursuant to Article 8) and any information regarding the Adaptimmune Compound included in the Protocol.

4.2. *Informed Consent*. Adaptimmune shall prepare the patient informed consent form for the Study (which shall include provisions regarding the use of Samples in Sample Testing) in consultation with Merck (it being understood and agreed that the portion of the informed consent form relating to the Sample Testing of the Merck Compound shall be provided to Adaptimmune by Merck). Any proposed changes to such form that relate to the Merck Compound, including Sample Testing of the Merck Compound, shall be subject to Merck's prior written consent. Any such proposed changes will be sent in writing to Merck's Project Manager and Merck's Alliance Manager. Merck will provide such consent, or a written explanation for why such consent is being withheld, within *** Business Days after Merck receives a copy of Adaptimmune's requested changes.

4.3. *Financial Disclosure*. Adaptimmune shall (a) track and collect financial disclosure information from all "clinical investigators" involved in the Study and (b) prepare and submit the certification and/or disclosure of the same in accordance with all Applicable Law, including, but not limited to, Part 54 of Title 21 of the United States Code of Federal Regulations (Financial Disclosure by Clinical Investigators) and related FDA Guidance Documents. Adaptimmune shall track and collect from all "clinical investigators" involved in the Study one (1) "combined" certification and/or disclosure form for both Merck and Adaptimmune. For purposes of this Section 4.3, the term "clinical investigators" shall have the meaning set forth in Part 54.2(d) of Title 21 of the United States Code of Federal Regulations.

5. Adverse Event Reporting.

5.1. *Pharmacovigilance Agreement*. Adaptimmune will be solely responsible for compliance with all Applicable Laws pertaining to safety reporting for the Study and related activities. The Parties will execute a pharmacovigilance agreement ("**Pharmacovigilance Agreement**") prior to the initiation of clinical activities under the Study, but in any event within *** days after the Effective Date, to ensure the exchange of relevant safety data within appropriate timeframes and in an appropriate format to enable the Parties to fulfill local and international regulatory reporting obligations and to facilitate appropriate safety reviews. In the event of any inconsistency between the terms of this Agreement and the Pharmacovigilance Agreement, the terms of this

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Agreement shall control. The Pharmacovigilance Agreement will include safety data exchange procedures governing the coordination of collection, investigation, reporting, and exchange of information concerning any adverse experiences, pregnancy reports, and any other safety information arising from or related to the use of the Merck Compound and Adaptimmune Compound in the Study, consistent with Applicable Law. Such guidelines and procedures shall be in accordance with, and enable the Parties and their Affiliates to fulfill, local and international regulatory reporting obligations to Government Authorities. In addition, to the extent that Merck is required by Applicable Law to report payments made by Adaptimmune and its Subcontractors to physicians or teaching hospitals, it shall provide on a timely basis, in consultation with Merck, all information necessary to comply with Applicable Law.

5.2. *Transmission of SAEs*. Adaptimmune will transmit to Merck by fax or secure email notification as set forth in the Pharmacovigilance Agreement all serious adverse events ("**SAEs**") as follows:

5.2.1. For drug-related fatal and life-threatening SAEs, Adaptimmune will send a completely processed case (on a CIOMS-1 form in English) within *** calendar days after receipt by Adaptimmune of such SAEs.

5.2.2. For all other SAEs, including non-drug-related fatal and life-threatening SAEs, Adaptimmune will send a completely processed case (on a CIOMS-1 form in English) within *** calendar days after receipt by Adaptimmune of such SAEs.

6. Term and Termination.

6.1. *Term*. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the

earlier of (i) delivery of the Final Study Report and (ii) Study Completion plus three (3) months, or until terminated by either Party pursuant to this Article 6 (the "**Term**").

6.2. *Merck Termination Right for Safety*. In the event that Merck in good faith believes that the Merck Compound is being used in the Study in an unsafe manner and notifies Adaptimmune in writing of the grounds for such belief, and Adaptimmune fails to promptly incorporate changes into the Protocol requested by Merck to address such issue or to otherwise address such issue reasonably and in good faith, Merck may terminate this Agreement and the supply of the Merck Compound immediately upon written notice to Adaptimmune.

6.3. *Material Breach*. Either Party may terminate this Agreement if the other Party commits a material breach of this Agreement, and such material breach continues for *** days after receipt of written notice thereof from the non-breaching Party; *provided* that if such material breach cannot reasonably be cured within *** days, the breaching Party shall be given a reasonable period of time to cure such breach; *provided further*, that if such material breach is incapable of cure, then the notifying Party may terminate this Agreement effective after the expiration of such *** day period.

6.4. *Mutual Termination Right for Patient Safety*. If either Party determines in good faith, based on a review of the Clinical Data, Sample Testing Results or other Study-related Know-How or other information, that the Study may unreasonably affect patient safety, such Party shall promptly notify the other Party of such determination. The Party receiving such notice may propose modifications to the Study to address the safety

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issue identified by the other Party and, if the notifying Party agrees, shall act to implement immediately such modifications; *provided*, *however*, that if the notifying Party, in its sole discretion, believes that there is imminent danger to patients, such Party need not wait for the other Party to propose modifications and may instead terminate this Agreement immediately upon written notice to such other Party. Furthermore, if the notifying Party, in its sole discretion, believes that any modifications proposed by the other Party will not resolve the patient safety issue, such Party may terminate this Agreement effective upon written notice to such other Party.

6.5. *Mutual Termination Right Due to Regulatory Action; Other Reasons*. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event that any Regulatory Authority takes any action, or raises any objection, that prevents the terminating Party from supplying its Compound for purposes of the Study. Additionally, either Party shall have the right to terminate this Agreement immediately upon written notice to the other Party in the event that it determines in its sole discretion to withdraw any applicable Regulatory Approval for its Compound or to discontinue development of its Compound, for medical, scientific or legal reasons.

6.6. *Return of Merck Compound*. In the event that this Agreement is terminated, or in the event Adaptimmune remains in possession (including through any Affiliate or Subcontractor) of Merck Compound at the time this Agreement expires, Adaptimmune shall, at Merck's sole discretion, promptly either return or destroy all unused Merck Compound pursuant to Merck's instructions. If Merck requests that Adaptimmune destroy the unused Merck Compound, Adaptimmune shall provide written certification of such destruction.

6.7. *Anti-Corruption*. Either Party shall have the right to terminate this Agreement immediately upon written notice to the other Party, if such other Party fails to perform any of its obligations under Section 13.4 or breaches any representation or warranty contained in Section 13.4. Except as set forth in Section 6.11, the non-terminating Party shall have no claim against the terminating Party for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Section 6.7.

6.8. *Survival*. The provisions of Sections 3.4 through 3.9 (inclusive), 3.14, 5, 6.6 through 6.11 (inclusive), 8.5.2, 8.11, 8.14 through 8.16 (inclusive), 13.4.6, 14.2, and 14.3, and Articles 1, 5, 9 through 12 (inclusive), 17, and 20 through 25 (inclusive) shall survive the expiration or termination of this Agreement. In the event of termination of this Agreement, the Study shall be stopped in accordance with the provisions of the Protocol and with due consideration to the safety of patients. Where required by a Regulatory Authority or as otherwise agreed to by the Parties, the Parties will reasonably cooperate to supply reasonable quantities of its respective Compound at its sole cost for such post-Study access.

6.9. *No Prejudice*. Termination of this Agreement shall be without prejudice to any claim or right of action of either Party against the other Party for any prior breach of this Agreement.

6.10. *Confidential Information*. Upon termination of this Agreement, each Party and its Affiliates shall promptly return to the Disclosing Party or destroy any Confidential Information

of the Disclosing Party (other than Clinical Data, Sample Testing Results and Inventions) furnished to the Receiving Party by the Disclosing Party; *provided*, *however* that the Receiving Party may retain one copy of such Confidential Information in its confidential files, solely for

purposes of exercising the Receiving Party's rights hereunder, satisfying its obligations hereunder or complying with any legal proceeding or requirement with respect thereto, and *provided further* that the Receiving Party shall not be required to erase electronic files created in the ordinary course of business during automatic system back-up procedures pursuant to its electronic record retention and destruction practices that apply to its own general electronic files and information so long as such electronic files are (i) maintained only on centralized storage servers (and not on personal computers or devices), (ii) not accessible by any of its personnel (other than its information technology specialists), and (iii) are not otherwise accessed subsequently except with the written consent of the Disclosing Party or as required by law or legal process. Such retained copies of Confidential Information shall remain subject to the confidentiality and non-use obligations herein.

6.11. *Manufacturing Costs*. In the event of termination by Merck pursuant to Section 6.3 or 6.7 above, Merck shall be entitled to ***

(as defined herein) incurred by Merck for its Compound Delivered for the Study. ***

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6.12. In the event of termination by Adaptimmune pursuant to Section 6.3 or 6.7 above, Adaptimmune shall be entitled to ***

(as defined above) incurred by Adaptimmune for its Compound Delivered for the Study. ***

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7. Costs of Study.

The Parties agree that: (a) Merck shall provide the Merck Compound for use in the Study, as described in Article 8 below at *** ; (b) each Party will be responsible for its own internal costs and expenses to support the Study and the costs of any Sample Testing conducted by such Party in connection with the Study; and (c) Adaptimmune shall bear all other costs associated with the conduct of the Study, including that Adaptimmune shall provide the Adaptimmune Compound for use in the Study, as described in Article 8 below. For the avoidance of doubt, Adaptimmune will not be required to reimburse Merck for any costs or expenses

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incurred by Merck or its Affiliates in connection with the Study (except as provided in Section 6.11) and Merck will not be required to reimburse Adaptimmune for any costs or expenses incurred by Adaptimmune or its Affiliates in connection with the Study.

8. Supply and Use of the Compounds.

8.1. *Supply of the Compounds*. Subject to the terms and conditions of this Agreement, each of Adaptimmune and Merck will use commercially reasonable efforts to supply, or cause to be supplied, the quantities of in the case of Adaptimmune, precursor vector for its Compound and in the case of Merck, Merck Compound as are set forth in Appendix B, on the timelines set forth in Appendix B, in each case for use in the Study, in accordance with the Protocol and the patient treatment requirement thereunder. In the event the Parties determine that the quantities of either Compound or precursor vector for such Compound set forth on Appendix B are not sufficient to complete the Study, the Parties shall agree in good faith on additional quantities of Compound or precursor vector to be provided to complete the Study and the revised Appendix B on which such additional quantities will be provided. If the Protocol is changed in accordance with Section 4 in such a manner that may affect the quantities of Compound or precursor vector to be provided or the timing for providing such quantities, the Parties shall amend Appendix B to reflect any changes required to be consistent with the Protocol. Each Party shall also provide to the other Party a contact person for the supply of its Compound under this Agreement. Notwithstanding the foregoing, or anything to the contrary herein, in the event that either Party is not supplying its Compound in accordance with the terms of this Agreement, or is allocating under Section 8.9, then the other Party shall have no obligation to supply its Compound, or may allocate proportionally.

8.2. *Clinical Quality Agreement*. Within *** days from the Effective Date of this Agreement, the Parties shall, either themselves or through an Affiliate, enter into a quality agreement that shall address and govern issues related to the quality of clinical drug supply to be supplied by the Parties for use in the Study ("**Clinical Quality Agreement**"). Merck shall have no obligation to supply Merck Compound under this Agreement until the Clinical Quality Agreement has been executed by the Parties. In the event of any inconsistency between the terms of this Agreement and the Clinical Quality Agreement, the terms of this Agreement shall control, save in relation to matters solely relating to quality where Clinical Quality Agreement shall override and supersede. The Clinical Quality Agreement shall,

among other things: (i) detail classification of any Compound found to have a Non-Conformance; (ii) include criteria for Manufacturer's Release and related certificates and documentation; (iii) include criteria and timeframes for acceptance of Merck Compound; (iv) include procedures for the resolution of disputes regarding any Compounds found to have a Non-Conformance; and (v) include provisions governing the recall of Compounds.

8.3. *Minimum Shelf Life Requirements*. Merck shall use commercially reasonable efforts to supply its Compound hereunder with an adequate remaining shelf life at the time of Delivery to meet the Study requirements. Adaptimmune shall supply its Compound in accordance with the Protocol and as required to meet patient demand at Study sites.

8.4. *Provision of Compounds*.

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8.4.1. Merck will deliver the Merck Compound *** (INCOTERMS 2010) to Adaptimmune's, or its designee's, location as specified by Adaptimmune ("**Delivery**" with respect to such Merck Compound). Title and risk of loss for the Merck Compound shall transfer from Merck to Adaptimmune at Delivery. All costs associated with the subsequent transportation, warehousing, and distribution of Merck Compound shall be borne by ***. Adaptimmune will, or will cause its designee to: (i) take delivery of the Merck Compound supplied hereunder; (ii) perform the acceptance (including testing) procedures allocated to it under the Clinical Quality Agreement; (iii) subsequently label and pack the Merck Compound (in accordance with Section 8.5), and promptly ship the Merck Compound to the Study sites for use in the Study, in compliance with cGMP, GCP and other Applicable Law and the Clinical Quality Agreement; and (iv) provide, from time to time at the reasonable request of Merck, the following information: ***

documentation related to the Merck Compound, such other transport or storage documentation related to the Merck Compound as may be reasonably requested by Merck, and usage and inventory reconciliation documentation related to the Merck Compound and as reasonably requested by Merck.

8.4.2. Adaptimmune is solely responsible, at its own cost, for supplying (including all Manufacturing, acceptance and release testing) sufficient quantities of the Adaptimmune Compound for the Study, and the subsequent handling, storage, transportation, warehousing and distribution of the Adaptimmune Compound supplied hereunder. Adaptimmune shall ensure that all such activities are conducted in compliance with cGMP, GCP and other Applicable Law and the Clinical Quality Agreement. For purposes of this Agreement, the "**Delivery**" of a given quantity of the Adaptimmune Compound shall be deemed to occur when such quantity is packaged for shipment to a Study site.

8.5. *Labeling and Packaging; Use, Handling and Storage*.

8.5.1. The Parties' obligations with respect to the labeling and packaging of the Compounds are as set forth in the Clinical Quality Agreement. Notwithstanding the foregoing or anything to the contrary contained herein, Merck shall provide the Merck Compound to Adaptimmune in the form of *** , and Adaptimmune shall be responsible at its expense for labeling, packaging and leafleting such Merck Compound in accordance with the terms and conditions of the Clinical Quality Agreement and otherwise in accordance with all Applicable Law, including cGMP, GCP, and health, safety and environmental protections.

8.5.2. Adaptimmune shall: (i) use the Merck Compound solely for purposes of performing the Study; (ii) not use the Merck Compound in any manner that is inconsistent with this Agreement or for any commercial purpose; and (iii) label, use, store, transport, handle and dispose of the Merck Compound in compliance with Applicable Law and the Clinical Quality Agreement, as well as all instructions of Merck. Adaptimmune shall not reverse engineer, reverse compile, disassemble or otherwise attempt to derive the composition or underlying information, structure or ideas of the Merck Compound, and in particular shall not analyze the Merck Compound by physical, chemical or biochemical means except as necessary to perform its obligations under the Clinical Quality Agreement.

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8.6. *Product Specifications*. A certificate of analysis shall accompany each shipment of the Merck Compound to Adaptimmune. Upon request, Adaptimmune shall provide Merck with a certificate of analysis covering each shipment of Adaptimmune Compound used in the Study.

8.7. *Changes to Manufacturing*. Each Party may make changes from time to time to its Compound or the Manufacturing Site, *provided* that such changes shall be in accordance with the Clinical Quality Agreement.

8.8. *Product Testing; Noncompliance.*

8.8.1. *After Manufacturer's Release*. After Manufacturer's Release of the Merck Compound and concurrently with Delivery of the Compound to Adaptimmune, Merck shall provide Adaptimmune with such certificates and documentation as are described in the Clinical Quality Agreement ("**Disposition Package**"). Adaptimmune shall, within the time defined in the Clinical Quality Agreement, perform with respect to the Merck Compound, the acceptance (including testing) procedures allocated to it under the Clinical Quality Agreement. Adaptimmune shall be solely responsible for taking all steps necessary to determine that Merck Compound or Adaptimmune Compound, as applicable, is suitable for release before making such Merck Compound or Adaptimmune Compound, as applicable, available for human use, and Merck shall provide cooperation or assistance as reasonably requested by Adaptimmune in connection with such determination with respect to the Merck Compound. Adaptimmune shall be responsible for storage and maintenance of the Merck Compound until it is tested and/or released, which storage and maintenance shall be in compliance with (a) the Specifications for the Merck Compound, the Clinical Quality Agreement and Applicable Law and (b) any specific storage and maintenance requirements as may be provided by Merck from time to time. Adaptimmune shall be responsible for any failure of the Merck Compound to meet the Specifications to the extent caused by shipping, storage or handling conditions after Delivery to Adaptimmune hereunder.

8.8.2. *Non-Conformance.*

(a) In the event that either Party becomes aware that any Compound may have a Non-Conformance, despite testing and quality assurance activities (including any activities conducted by the Parties under Section 8.8.1), such Party shall immediately notify the other Party in accordance with the procedures of the Clinical Quality Agreement. The Parties shall investigate any Non-Conformance in accordance with Section 8.9 (Investigations) and any discrepancy between them shall be resolved in accordance with Section 8.8.3.

(b) In the event that any proposed or actual shipment of the Merck Compound (or portion thereof) shall be agreed to have a Non-Conformance at the time of Delivery to Adaptimmune, then unless otherwise agreed to by the Parties, Merck shall replace such Merck Compound as is found to have a Non-Conformance (with respect to Merck Compound that has not yet been administered in the course of performing the Study). Unless otherwise agreed to by the Parties in writing, the sole and exclusive remedies of Adaptimmune with respect to any Merck Compound that is found to have

a Non-Conformance at the time of Delivery shall be (i) *** , (ii) *** , and (iii) *** ; *provided* that, for clarity, Adaptimmune shall not be deemed to be waiving any rights under Section 8.15. In the event Merck Compound is lost or damaged by Adaptimmune after Delivery, Merck shall provide additional Merck Compound (if available for the Study) to Adaptimmune; *provided* that Adaptimmune shall ***

. Except as set forth in the foregoing sentence, Merck shall have no obligation to provide replacement Merck Compound for any Merck Compound supplied hereunder other than such Merck Compound as has been agreed or determined to have a Non-Conformance at the time of Delivery to Adaptimmune.

(c) Adaptimmune shall be responsible for, and Merck shall have no obligation or liability with respect to, any Adaptimmune Compound supplied hereunder that is found to have a Non-Conformance. Adaptimmune shall replace any Adaptimmune Compound as is found to have a Non-Conformance (with respect to Adaptimmune Compound that has not yet been administered or used in relation to any patient treatment in the course of performing the Study). Unless otherwise agreed to by the Parties in writing, the sole and exclusive remedies of Merck with respect to any Adaptimmune Compound that is found to have a Non-Conformance at the time of Delivery shall be (i) *** , (ii) *** (to the extent applicable), and (iii) *** (to the extent applicable, ***); *provided* that, for clarity, Merck shall not be deemed to be waiving any rights under Section 8.15.

8.8.3. *Resolution of Discrepancies.* Disagreements regarding any determination of Non-Conformance by Adaptimmune shall be resolved in accordance with the provisions of the Clinical Quality Agreement.

8.9. *Investigations*. The process for investigations of any Non-Conformance shall be handled in accordance with the Clinical Quality Agreement.

8.10. *Shortage; Allocation*. In the event that a Party's Compound or precursor vector for Compound is in short supply such that a Party reasonably believes in good faith that it will not be able to fulfill its supply obligations hereunder with respect to its Compound or precursor vector (in the case of Adaptimmune), such Party will provide prompt written notice to the other Party thereof (including the shipments of Compound or vector hereunder expected to be impacted and the quantity of its Compound or vector that such Party reasonably determines it will be able to supply) and the Parties will promptly discuss such situation (including how the quantity of Compound or vector that such Party is able to supply hereunder will be allocated within the Study). In such event, the Party experiencing such shortage shall use its commercially reasonable efforts to (i) remedy the situation giving rise to such shortage and to take action to minimize the impact of the shortage on the Study,

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and (ii) ***

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8.11. *Records; Audit Rights*. Adaptimmune shall keep complete and accurate records pertaining to its use and disposition of Merck Compound (including its storage, shipping (cold chain) and chain of custody activities) and, upon request of Merck, shall provide access to and use reasonable efforts to procure from any Subcontractor access to such records by Merck for the purpose of conducting investigations for the determination of Merck Compound safety and/or efficacy and Adaptimmune's compliance with this Agreement with respect to the Merck Compound.

8.12. *Quality*. Quality matters related to the Manufacture of the Compounds shall be governed by the terms of the Clinical Quality Agreement in addition to the relevant quality provisions of this Agreement.

8.13. *Quality Control*. Each Party shall implement and perform operating procedures and controls for sampling, stability and other testing of its Compound, and for validation, documentation and release of its Compound and such other quality assurance and quality control procedures as are required by the Specifications, cGMPs and the Clinical Quality Agreement.

8.14. *Audits and Inspections*. The Parties' audit and inspection rights related to this Agreement shall be governed by the terms of the Clinical Quality Agreement.

8.15. *Recalls*. Recalls of the Compounds shall be governed by the terms of the Clinical Quality Agreement.

8.16. *VAT*.

(a) It is understood and agreed between the Parties that any payments made and any other consideration given under this Agreement are each exclusive of any value added or similar tax ("**VAT**"), which shall be added thereon as applicable and at the relevant rate. Subject to Section 8.16(b), where VAT is properly charged by the supplying Party and added to a payment made or other consideration provided (as applicable) under this Agreement, the Party making the payment or providing the other consideration (as applicable) will pay the amount of VAT properly chargeable only on receipt of a valid tax invoice from the supplying Party issued in accordance with the laws and regulations of the country in which the VAT is chargeable. Each Party agrees that it shall provide to the other Party any information and copies of any documents within its Control to the extent reasonably requested by the other Party for the purposes of (i) determining the amount of VAT chargeable on any supply made under this Agreement, (ii) establishing the place of supply for VAT purposes, or (iii) complying with its VAT reporting or accounting obligations.

(b) Where one Party or its Affiliate (the "**First Party**") is treated as making supply of goods or services in a particular jurisdiction (for VAT purposes) for no consideration, and the other Party or its Affiliate (the " **Second Party**") is treated as receiving such supply in the same jurisdiction, thus resulting in an amount of VAT being properly chargeable on such supply, the Second Party shall only be obliged to pay to the First Party the amount of VAT properly chargeable on such supply (and no other amount). The Second Party shall pay such VAT to the First Party on receipt of a valid VAT invoice from the First Party (issued in accordance with

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the laws and regulations of the jurisdiction in which the VAT is properly chargeable). Each Party agrees to (i) use its reasonable efforts to determine and agree the value of the supply that has been made and, as a result, the corresponding amount of VAT that is properly chargeable and (ii) provide to the other Party any information or copies of documents in its Control as are reasonably necessary to evidence that such supply will take, or has taken, place in the same jurisdiction (for VAT purposes).

9. Confidentiality.

9.1. *Confidential Information*. Subject to Section 13.4.8, Adaptimmune and Merck agree to hold in confidence any Confidential Information provided by the other Party, and neither Party shall use Confidential Information of the other Party except to fulfill such Party's obligations under this Agreement or exercising its rights. Without limiting the foregoing, the Receiving Party may not, without the prior written permission of the Disclosing Party, disclose any Confidential Information of the Disclosing Party to any Third Party except to the extent disclosure (i) is required by Applicable Law; (ii) is pursuant to the terms of this Agreement; or (iii) is necessary for the conduct of the Study, and in each case ((i) through (iii)) *provided* that the Receiving Party shall provide reasonable advance notice to the Disclosing Party before making such disclosure. For the avoidance of doubt, Adaptimmune may, without Merck's consent, disclose Confidential Information

to clinical trial sites and clinical trial investigators performing the Study, the data safety monitoring and advisory board relating to the Study, and Regulatory Authorities working with Adaptimmune on the Study, and Subcontractors in each case to the extent necessary for the performance of the Study and *provided* that such Persons (other than governmental entities) are bound by an obligation of confidentiality at least as stringent as the obligations contained herein.

9.2. *Inventions*. Notwithstanding the foregoing: (i) Inventions that constitute Confidential Information and are jointly owned by the Parties, shall constitute the Confidential Information of both Parties and each Party shall have the right to use and disclose such Confidential Information consistent with Articles 10, 11 and 12; and (ii) Inventions that constitute Confidential Information and are solely owned by one Party shall constitute the Confidential Information of that Party and each Party shall have the right to use and disclose such Confidential Information consistent with Articles 10, 11 and 12.

9.3. *Personal Identifiable Data*. All Confidential Information containing personal identifiable data shall be handled in accordance with all data protection and privacy laws, rules and regulations applicable to such data.

9.4. *Firewall*.

9.4.1. Adaptimmune hereby confirms that as of the Effective Date it (including any Affiliate) ***

. In the event Adaptimmune (or an Affiliate of Adaptimmune) does after the Effective Date ***

, Adaptimmune shall *** , to: (i) ***

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; and (ii) otherwise ensure compliance with Adaptimmune's obligations under Sections 3.7 and 3.8; and (iii) ***

. In addition, at Merck's request, Adaptimmune shall ***

; provided, however, that the foregoing shall not limit or restrict Adaptimmune's ability to (A) use or disclose the Clinical Data as may be necessary to comply with Applicable Law or (B) share with Third Parties or Affiliates Toxicity and Safety Data where because of severity, frequency or lack of reversibility Adaptimmune needs to use such Toxicity and Safety Data with respect to the Adaptimmune Compound to ensure patient safety.

9.4.2. Merck hereby confirms that as of the Effective Date it (including any Affiliate) ***

. In the event Merck (or an Affiliate of Merck) does after the Effective Date ***

Merck shall *** , to: (i) ***

; and (ii) otherwise ensure compliance with Merck's obligations under Sections 3.7 and 3.8; and (iii) ***

. In addition, at Adaptimmune's request, Merck shall *** with a *** ; provided, however, that the foregoing shall not limit or restrict Merck's ability to (A) use or disclose the Clinical Data as may be necessary to comply with Applicable Law or (B) share with Third Parties or Affiliates Toxicity and Safety Data where because of severity, frequency or lack of reversibility Merck needs to use such Toxicity and Safety Data with respect to the Adaptimmune Compound to ensure patient safety.

10. Intellectual Property.

10.1. *Joint Ownership and Prosecution*.

10.1.1. All rights to all Inventions relating to, or covering, ***

(each a "**Jointly Owned Invention**") shall be owned jointly by Adaptimmune and Merck. Merck hereby assigns to Adaptimmune an undivided one-half interest in, to and under the Jointly Owned Inventions that are invented or created solely by Merck or by Persons having an obligation to assign such rights to Merck. Adaptimmune hereby assigns to Merck an undivided one-half interest in, to and under any Jointly Owned Inventions that are invented or created solely by Adaptimmune or by Persons having an obligation to assign such rights to Adaptimmune. For those countries where a specific license is required for a

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joint owner of a Jointly Owned Invention to practice such Jointly Owned Invention in such countries: (i) Merck hereby grants to Adaptimmune a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up license, transferable and sublicensable, under Merck's right, title and interest in and to all Jointly Owned Inventions to use such Jointly Owned Inventions in accordance with the terms of this Agreement; and (ii) Adaptimmune hereby grants to Merck a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up license, transferable and sublicensable, under Adaptimmune's right, title and interest in and to all Jointly Owned Inventions to use such Jointly Owned Inventions in accordance with the terms of this Agreement. For clarity, the terms of this Agreement do not provide Adaptimmune or Merck with any rights, title or interest or any license to the other Party's intellectual property except as necessary to conduct the Study and as expressly provided under this Agreement, including as set forth in Section 10.4.

10.1.2. Each Party shall have the right to ***

.

10.1.3. Promptly following the Effective Date, but in any even as soon as practicable after the discovery of a Jointly Owned Invention, patent representatives of each of the Parties shall meet (in person or by telephone) to discuss the patenting strategy for any Jointly Owned Inventions that may arise. In particular, the Parties shall discuss which Party will file and prosecute a patent application (including any provisional, substitution, divisional, continuation, continuation in part, reissue, renewal, reexamination, extension, supplementary protection certificate and the like) in respect of any Jointly Owned Invention (each, a "**Joint Patent Application**") and whether the Parties wish to appoint counsel that is mutually acceptable to the Parties. In any event, the Parties shall consult and reasonably cooperate with one another in the preparation, filing, prosecution (including prosecution strategy) and maintenance of such patent application and shall *** the expenses associated with the Joint Patent Applications and any corresponding Joint Patents. In the event that one Party (the "**Filing Party**") wishes to file a patent application for a Jointly Owned Invention and the other Party (the "**Non-Filing Party**") does not want to file a patent application for such Jointly Owned Invention or does not want to file in a particular country, the Non-Filing Party shall execute in a timely manner and at the Filing Party's reasonable expense an assignment of such Jointly Owned Invention to the Filing Party (in such country or all countries, as applicable) and any additional documents as may be reasonably necessary to allow the Filing Party to file and prosecute such patent application. If a Party (the "**Opting-out Party**") wishes to discontinue the prosecution and maintenance (or sharing in the costs with respect thereto) of a Joint Patent Application or Joint Patent (in one or more countries), the other Party, at its sole option (the "**Continuing Party**"), may continue such prosecution and maintenance. In such event, the Opting-out Party shall execute in a timely manner and at the Continuing Party's reasonable expense an assignment of such Joint Patent Application or Joint Patent to the Continuing Party (in such country or all countries, as applicable) and any additional documents as may be necessary to allow the Continuing Party to prosecute and maintain such Joint Patent Application or Joint Patent. Any Jointly Owned Invention, Joint Patent Application or Joint Patent so assigned shall thereafter be owned solely by the Continuing Party or Filing Party (as applicable), shall

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*** , and the Non-Filing Party or Opting-out Party (as applicable) shall have *** in the applicable country or countries.

10.1.4. Except as expressly provided in Section 10.1.3 and in furtherance and not in limitation of Section 9.1, each Party agrees to make no patent application disclosing the other Party's Confidential Information, and to give no assistance to any Third Party for such application, without the other Party's prior written authorization.

10.1.5. *** shall have the first right to initiate legal action to enforce all Joint Patents against infringement and to protect all Jointly Owned Inventions from misappropriation by any Third Party, where such infringement or misappropriation *** or to defend any declaratory judgment action relating thereto, at its sole expense. In the event that *** fails to initiate or defend such action within *** days after being first notified of such infringement, *** may request in writing the right to do so at its sole expense and Adaptimmune shall have a period of *** days from receipt of request to determine whether *** may or may not initiate or defend such action. *** shall have the first right to initiate legal action to enforce all Joint Patents against infringement and to protect all Jointly Owned Inventions from misappropriation by any Third Party, where such infringement or misappropriation *** or to defend any declaratory judgment action relating thereto, at its sole expense. In the event that *** fails to initiate or defend such action within *** days after being first notified of such infringement, *** may request in writing the right to do so at its sole expense and *** shall have a period of *** days from receipt of request to determine whether Adaptimmune may or may not initiate or defend such action. The Parties shall cooperate in good faith to coordinate legal action to enforce all Joint Patents against infringement, and to protect all Jointly Owned Inventions from misappropriation, by any Third Party where such infringement or

misappropriation results from the development or sale of a product *** or to defend any declaratory judgment action relating thereto, and to the extent both Parties agree to bring such action shall share the costs and expenses of such litigation equally. Where one Party does not wish to bring such action or defend such action and the other Party does want to bring such action or defend such action, such other Party may continue with such action or defence at its sole cost and the non-progressing Party will reasonably cooperate to enable such other Party to bring such action or defence. The other Party shall bear its own costs in providing reasonable cooperation.

10.1.6. If one Party brings any prosecution or enforcement action or proceeding against a Third Party with respect to any Joint Patent, and the second Party does not wish to participate in said prosecution or enforcement action, the second Party nevertheless agrees to be joined as a party plaintiff where necessary and to give the first Party reasonable assistance and authority to file and prosecute the suit. The costs and expenses of the Party bringing suit under this Section 10.1.6 shall be borne by the first Party unless an alternative expense sharing is agreed in writing between the Parties.

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10.1.7. Any damages or other monetary awards recovered under Section 10.1.5 or Section 10.1.6 shall be shared as follows: (i) the amount of such recovery actually received by the Party controlling such action shall be first applied to the out-of-pocket costs of each Party in connection with such action; and then (ii) any remaining proceeds shall be ***

. A settlement or consent judgment or other voluntary final disposition of a suit under Section 10.1.6 may not be entered into without the consent of the Party not bringing the suit, such consent not to be unreasonably withheld or delayed.

10.2. *Inventions Owned by Adaptimmune*. Notwithstanding anything to the contrary contained in Section 10.1, the Parties agree that all rights to Inventions relating ***

are the exclusive property of Adaptimmune ("**Adaptimmune Inventions**"). Adaptimmune shall be entitled to file and prosecute in its own name relevant patent applications and to own resultant patent rights for any Adaptimmune Invention. For the avoidance of doubt, any Invention ***

, even where the ***

, is an Adaptimmune Invention. Merck hereby assigns its right, title and interest to any and all Adaptimmune Inventions to Adaptimmune.

10.3. *Inventions Owned by Merck*. Notwithstanding anything to the contrary contained in Section 10.1, the Parties agree that all rights to Inventions relating ***

are the exclusive property of Merck ("**Merck Inventions**"). Merck shall be entitled to file and prosecute in its own name relevant patent applications and to own resultant patent rights for any Merck Invention. For the avoidance of doubt, any Invention ***

, even where the ***

, is a Merck Invention. Adaptimmune hereby assigns its right, title and interest to any and all Merck Inventions to Merck.

10.4. *Preexisting Rights to Combination Inventions*.

10.4.1. *Adaptimmune Confirmation to Merck.* Adaptimmune hereby confirms that ***

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10.4.2. *Merck Confirmation to Adaptimmune.* Merck hereby confirms that ***

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10.4.3. *No Other Rights*. For clarity, the terms of this Section 10.4 do not provide Merck or Adaptimmune with any rights, title or interest or any license to the other Party's intellectual property rights ***

except as necessary to conduct the Study.

10.4.4. *Termination*. Any and all licenses granted under this Section 10.4 shall terminate upon the latest of (i) the termination of this Agreement and (ii) the completion of the Study or any Subsequent Study conducted pursuant to Section 3.15.

11. Reprints; Rights of Cross-Reference.

Consistent with applicable copyright and other laws, each Party may use, refer to, and disseminate reprints of scientific, medical and other published articles and materials from journals, conferences and/or symposia relating to the Study that disclose the name of a Party, *provided*, *however*, that such use does not constitute an endorsement of any commercial product or service by the other Party.

12. Publications; Press Releases.

12.1. *Clinical Trial Registry*. Adaptimmune shall register the Study with the Clinical Trials Registry located at www.clinicaltrials.gov and is committed to timely publication of the results following Study Completion, after taking appropriate action to secure intellectual property rights (if any) arising from the Study. The publication of the results of the Study will be in accordance with the Protocol.

12.2. *Publication*. Each Party shall use reasonable efforts to publish or present scientific papers dealing with the Study in accordance with accepted scientific practice. The Parties agree that prior to submission of the results of the Study for publication or presentation or any other dissemination of such results including oral dissemination, the publishing Party shall invite the other to comment on the content of the material to be published, presented, or otherwise disseminated according to the following procedure:

12.2.1. At least *** days prior to submission for publication of any paper, letter or any other publication, or *** days prior to submission for presentation of any abstract, poster, talk or any other presentation and in each case to the extent reasonably possible, the publishing Party shall provide to the other Party the full details of the proposed publication, presentation, or dissemination in an electronic version (cd-rom or email attachment). Upon written request from the other Party, the publishing Party agrees not to submit data for publication/presentation/dissemination for an additional *** days in order to allow for actions to be taken to preserve rights for patent protection.

12.2.2. The publishing Party shall give reasonable consideration to any request by the other Party made within the periods mentioned in Section 12.2.1 to modify the publication and the Parties shall work in good faith and in a timely manner to resolve any issue regarding the content for publication.

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12.2.3. The publishing Party shall remove all Confidential Information of the other Party before finalizing the publication.

12.3. *Press Releases*. Within *** Business Days of the Effective Date, Adaptimmune shall be entitled to issue a press release in the form set forth in Schedule 12.3. Except as provided in this Section 12.3, unless otherwise required by Applicable Law (including regulations under any stock exchange on which either Party or its Affiliates is listed), neither Party shall make any public announcement concerning this Agreement or the Study or otherwise communicate with any news media without the prior written consent of the other Party. To the extent a Party desires to make such public announcement, such Party shall provide the other Party with a draft thereof at least *** Business Days prior to the date on which such Party would like to make the public announcement, unless such prior notice is not possible in order to comply with Applicable Laws (including regulations under any stock exchange on which either Party or its Affiliates is listed); provided, that, in such case the Party shall provide the other Party with as much advance notice as reasonably practicable.

13. Representations and Warranties; Disclaimers.

13.1. *Due Authorization*. Each of Adaptimmune and Merck represents and warrants to the other that: (i) it has the corporate power and authority and the legal right to enter into this Agreement and perform its obligations hereunder; (ii) it has taken all necessary corporate action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder; and (iii) this Agreement has been duly executed and delivered on behalf of such Party and constitutes a legal, valid and binding obligation of such Party that is enforceable against it in accordance with its terms.

13.2. *Compounds*.

13.2.1. *Adaptimmune Compound*. Adaptimmune hereby represents and warrants to Merck that, other than the Option: (i) Adaptimmune has the full right, power and authority to grant all of the licenses granted to Merck under this Agreement; and

(ii) Adaptimmune Controls the Adaptimmune Compound.

13.2.2. *Merck Compound*. Merck hereby represents and warrants to Adaptimmune that: (i) Merck has the full right, power and authority to grant all of the licenses granted to Adaptimmune under this Agreement; and (ii) Merck Controls the Merck Compound.

13.3. *Results*. Adaptimmune does not undertake that the Study shall lead to any particular result, nor is the success of the Study guaranteed. Neither Party shall be liable for any use that the other Party may make of the Clinical Data nor for advice or information given in connection therewith.

13.4. *Anti-Corruption*.

13.4.1. In performing their respective obligations hereunder, the Parties acknowledge that the corporate policies of Adaptimmune and Merck and their respective Affiliates require that each Party's business be conducted within the letter and spirit of the law. By signing this Agreement, each Party agrees to conduct the business contemplated herein in a manner that is consistent with all Applicable Law, including the Stark

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Act, Anti-Kickback Statute, Sunshine Act, and the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, good business ethics, and its ethics and other corporate policies and agrees to abide by the spirit of the other Party's guidelines, which may be provided by such other Party from time to time.

13.4.2. Specifically, each Party represents and warrants that it has not, and covenants that it, its Affiliates, and its and its Affiliates' directors, employees, officers, and anyone acting on its behalf, will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorize, ratify or offer to make, or take any action in furtherance of, any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting it in obtaining or retaining business for it or the other Party, or in any way with the purpose or effect of public or commercial bribery.

13.4.3. Neither Party shall contact, or otherwise knowingly meet with, any Government Official for the purpose of discussing activities arising out of or in connection with this Agreement, without the prior written approval of the other Party, except where such meeting is consistent with the purpose and terms of this Agreement and in compliance with Applicable Law.

13.4.4. Each Party represents and warrants that it (i) is not excluded, debarred, suspended, proposed for suspension or debarment, in Violation or otherwise ineligible for government programs; and (ii) to the best of its knowledge has not employed or subcontracted with any Person for the performance of the Study who is excluded, debarred, suspended, or is in Violation or otherwise ineligible for government programs.

13.4.5. Each Party represents and warrants that, except as disclosed to the other in writing prior to the Effective Date, such Party: (1) shall maintain arm's length relations with all Third Parties with which it deals for or on behalf of the other in performance of this Agreement — please expand on what this is intended to cover; and (2) has provided complete and accurate information and documentation to the other Party, the other Party's Affiliates and its and their personnel in the course of any due diligence conducted by the other Party for this Agreement, including disclosure of any officers, employees, owners or Persons directly or indirectly retained by such Party in relation to the performance of this Agreement who are Government Officials or relatives of Government Officials. Each Party shall make all further disclosures to the other Party as are necessary to ensure the information provided remains complete and accurate throughout the Term. Subject to the foregoing, each Party agrees that it shall not hire or retain any Government Official to assist in its performance of this Agreement, with the sole exception of conduct of or participation in clinical trials under this Agreement, *provided* that such hiring or retention shall be subject to the completion by the hiring or retaining Party of a satisfactory anti-corruption and bribery (e.g., FCPA) due diligence review of such Government Official. Each Party further covenants that any future information and documentation submitted to the other Party as part of further due diligence or a certification shall be complete and accurate.

13.4.6. Each Party through an independent Third Party reasonably acceptable to the other Party shall have the right during the Term, and *** , to conduct an investigation and audit of the other Party's activities, books and records, to the extent they relate to that other Party's

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performance under this Agreement, to verify compliance with the terms of this Section 13.4. Such other Party shall cooperate fully with such investigation or audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of the Party requesting such audit.

13.4.7. Each Party shall use commercially reasonable efforts to ensure that all transactions under the Agreement are properly and accurately recorded in all material respects on its books and records and that each document upon which entries in such books and records are based is complete and accurate in all material respects. Each Party further represents, warrants and covenants that all books, records, invoices and other documents relating to payments and expenses under this Agreement are and shall be complete and accurate and reflect in reasonable detail the character and amount of transactions and expenditures. Each Party shall maintain a system of internal accounting controls reasonably designed to ensure that no off-the-books or similar funds or accounts will be maintained or used in connection with this Agreement.

13.4.8. Each Party agrees that in the event that the other Party believes in good faith that there has been a possible violation of any provision of Section 13.4, such other Party may make full disclosure of such belief and related information needed to support such belief at any time and for any reason to any competent government bodies and agencies, and to anyone else such Party determines in good faith has a legitimate need to know.

13.4.9. Each Party shall comply with its own ethical business practices policy and any corporate integrity agreement (if applicable) to which it is subject, and shall conduct its Study-related activities in accordance with Applicable Law. Each Party shall ensure that all of its employees involved in performing its obligations under this Agreement are made specifically aware of the compliance requirements under this Section 13.4. In addition, each Party shall ensure that all such employees participate in and complete mandatory compliance training to be conducted by each Party, including specific training on anti-bribery and corruption, prior to his/her performance of any obligations or activities under this Agreement. Each Party shall certify its continuing compliance with the requirements under this Section 13.4 on a periodic basis during the Term in such form as may be reasonably specified by the other Party.

13.4.10. Each Party shall have the right to terminate this Agreement immediately upon violation of this Section 13.4 in accordance with Section 6.7.

13.5. *DISCLAIMER*. EXCEPT AS EXPRESSLY PROVIDED HEREIN, MERCK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE MERCK COMPOUND, AND ADAPTIMMUNE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE ADAPTIMMUNE COMPOUND.

14. Insurance; Indemnification; Limitation of Liability.

14.1. *Insurance*. Each Party warrants that it maintains a policy or program of insurance or self-insurance at levels sufficient to support the indemnification obligations assumed herein. Upon request, a Party shall provide evidence of such insurance.

14.2. *Indemnification*.

14.2.1. *Indemnification by Adaptimmune*. Adaptimmune agrees to defend, indemnify and hold harmless Merck, its Affiliates, and its and their employees, directors, subcontractors and agents from and against any loss, damage, reasonable costs and expenses (including reasonable attorneys' fees and expenses) ***

(a "**Liability**"), except to the extent that such Liability was directly caused by (i) negligence or willful misconduct on the part of Merck (or any of its Affiliates, or its and their employees, directors, subcontractors or agents); (ii) a breach on the part of Merck of any of its representations and warranties or any other covenants or obligations of Merck under this Agreement, the Clinical Quality Agreement or Pharmacovigilance Agreement; or (iii) a breach of Applicable Law by Merck.

14.2.2. *Indemnification by Merck*. Merck agrees to defend, indemnify and hold harmless Adaptimmune, its Affiliates, and its and their employees, directors, Subcontractors and agents from and against any Liability to the extent such Liability was directly caused by (i) negligence or willful misconduct on the part of Merck (or any of its Affiliates, or its and their employees, directors, subcontractors or agents); (ii) a breach on the part of Merck of any of its representations and warranties or any other covenants or obligations of Merck under this Agreement, the Clinical Quality Agreement or Pharmacovigilance Agreement; or (iii) a breach of Applicable Law by Merck.

14.2.3. *Procedure.* The obligations of Merck and Adaptimmune under this Section 14.2 are conditioned upon the delivery of written notice to Merck or Adaptimmune, as the case might be, of any potential Liability within a reasonable time after a Party becomes aware of such potential Liability. The indemnifying Party will have the right to assume the defense of any suit or claim related to the Liability (using counsel reasonably satisfactory to the indemnified Party) if it has assumed responsibility for the suit or claim in writing; *provided* that the indemnified Party may assume the responsibility for such defense to the extent the indemnifying Party does not do so in a timely manner). The indemnified Party may participate in (but not control) the defense thereof at its sole cost and expense. The Party controlling such defense (the "**Defending Party**") shall keep the other Party (the "**Other Party**") advised of the status of such action, suit,

proceeding or claim and the defense thereof and shall consider recommendations made by the Other Party with respect thereto. The Defending Party shall not agree to any settlement of such action, suit, proceeding or claim without the prior written consent of the Other Party, which shall not be unreasonably withheld. The Defending Party, but solely to the extent the Defending Party is also the indemnifying Party, shall not agree to any settlement of such action, suit, proceeding or claim or consent to any judgment in respect thereof that does not include a complete and unconditional release of the Other Party from all liability with respect thereto or that imposes any liability or obligation on the Other Party without the prior written consent of the Other Party.

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14.2.4. *Study Subjects*. Adaptimmune shall not offer compensation on behalf of Merck to any Study subject or bind Merck to any indemnification obligations in favor of any Study subject. Merck shall not offer compensation on behalf of Adaptimmune to any Study subject or bind Adaptimmune to any indemnification obligations in favor of any Study subject.

14.3. *LIMITATION OF LIABILITY*. IN NO EVENT SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES OR SUBCONTRACTORS) BE LIABLE TO THE OTHER PARTY FOR, NOR SHALL ANY INDEMNIFIED PARTY HAVE THE RIGHT TO RECOVER, ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR DAMAGES FOR LOST OPPORTUNITIES), WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF (X) THE MANUFACTURE OR USE OF ANY COMPOUND SUPPLIED HEREUNDER OR (Y) ANY BREACH OF OR FAILURE TO PERFORM ANY OF THE PROVISIONS OF THIS AGREEMENT OR ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN OR MADE PURSUANT TO THIS AGREEMENT, EXCEPT THAT SUCH LIMITATION SHALL NOT APPLY TO DAMAGES PAID OR PAYABLE TO A THIRD PARTY BY AN INDEMNIFIED PARTY FOR WHICH THE INDEMNIFIED PARTY IS ENTITLED TO INDEMNIFICATION HEREUNDER OR WITH RESPECT TO DAMAGES ARISING OUT OF OR RELATED TO A PARTY'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT WITH RESPECT TO USE, DISCLOSURE, LICENSE, ASSIGNMENT OR OTHER TRANSFER OF CLINICAL DATA, CONFIDENTIAL INFORMATION, JOINTLY-OWNED INVENTIONS AND SAMPLE TESTING RESULTS.

15. Use of Name.

Except as otherwise provided herein, neither Party shall have any right, express or implied, to use in any manner the name or other designation of the other Party or any other trade name, trademark or logo of the other Party for any purpose in connection with the performance of this Agreement without the other Party's prior written consent.

16. Force Majeure.

If, in the performance of this Agreement, one of the Parties is prevented, hindered or delayed by reason of any cause beyond such Party's reasonable control (e.g., war, riots, fire, strike, acts of terror, governmental laws), such Party shall be excused from performance to the extent that it is necessarily prevented, hindered or delayed ("**Force Majeure**"). The non-performing Party shall notify the other Party of such Force Majeure within *** days after such occurrence by giving written notice to the other Party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect. The suspension of performance will be of no greater scope and no longer duration than is necessary and the non-performing Party shall use commercially reasonable efforts to remedy its inability to perform.

17. Entire Agreement; Amendment; Waiver.

This Agreement, together with the Appendices and Schedules hereto and the Related Agreements, constitutes the sole, full and complete agreement by and between the Parties with respect to the subject matter

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of this Agreement, and all prior agreements, understandings, promises and representations, whether written or oral, with respect thereto are superseded by this Agreement. In the event of a conflict between a Related Agreement and this Agreement, the terms of this Agreement shall control, save in relation to quality terms of the Clinical Quality Agreement where the quality terms will override and supersede. No amendments, changes, additions, deletions or modifications to or of this Agreement shall be valid unless reduced to writing and signed by the Parties hereto. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. The waiver by either Party of any right hereunder or of the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other Party whether of a similar nature or otherwise.

18. Assignment and Affiliates.

Neither Party shall assign or transfer this Agreement without the prior written consent of the other Party; *provided*, *however*, that (A) either Party may assign all or any part of this Agreement to one or more of its Affiliates without the other Party's consent, and any and all rights and obligations of either Party may be exercised or performed by its Affiliates, *provided* that such Affiliates agree to be bound by this Agreement; and (B) where ***

without prior written consent of Merck. ***

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19. Invalid Provision.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision. In lieu of the illegal, invalid or unenforceable provision, the Parties shall negotiate in good faith to agree upon a reasonable provision that is legal, valid and enforceable to carry out as nearly as practicable the original intention of the entire Agreement.

20. No Additional Obligations.

Adaptimmune and Merck have no obligation to renew this Agreement or apply this Agreement to any clinical trial other than the Study except as provided in Section 3.15. Neither Party is under any obligation to enter into another type of agreement at this time or in the future.

21. Governing Law; Dispute Resolution.

21.1. The Parties shall attempt in good faith to settle all disputes arising out of or in connection with this Agreement in an amicable manner. Any claim, dispute or controversy arising out of or relating to this Agreement, including the breach, termination or validity hereof or thereof (each, a "**Dispute**"), shall be governed by and construed in accordance with the substantive laws of the State of New York, without giving effect to its choice of law principles.

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21.2. Nothing contained in this Agreement shall deny either Party the right to seek injunctive or other equitable relief from a court of competent jurisdiction in the context of a bona fide emergency or prospective irreparable harm, and such an action may be filed or maintained notwithstanding any ongoing discussions between the Parties.

22. Notices.

All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and promptly confirmed by personal delivery or overnight courier), or sent by internationally-recognized overnight courier addressed as follows:

If to Adaptimmune, to:

Adaptimmune Limited
101 Park Drive
Milton Park
Abingdon
Oxfordshire
OX14 4RY
Attention: Chief Medical Officer and General Counsel

If to Merck, to:

Merck Sharp & Dohme B.V.
Waarderweg 39
2031 BN Haarlem
Netherlands
Attention: ***
Facsimile: ***

With copies (which shall not constitute notice) to:

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Attention: ***

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Attention: ***

23. Relationship of the Parties.

The relationship between the Parties is and shall be that of independent contractors, and does not and shall not constitute a partnership, joint venture, agency or fiduciary relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or take any actions, that are binding on the other Party, except with the prior written consent of the other Party to do so. All Persons employed by a Party will be the employees of such Party and not of the other Party and all costs and obligations incurred by reason of any such employment shall be for the account and expense of such Party.

24. Counterparts and Due Execution.

This Agreement and any amendment may be executed in any number of counterparts (including by way of facsimile or electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, notwithstanding any electronic transmission, storage and printing of copies of this Agreement from computers or printers. When executed by the Parties, this Agreement shall constitute an original instrument, notwithstanding any electronic transmission, storage and printing of copies of this Agreement from computers or printers. For clarity, facsimile signatures and signatures transmitted via PDF shall be treated as original signatures.

25. Construction.

Except where the context otherwise requires, wherever used, the singular will include the plural, the plural the singular, the use of any gender will be applicable to all genders, and the word "**or**" is used in the inclusive sense (and/or). Whenever this Agreement refers to a number of days, unless otherwise specified, such number refers to calendar days. The captions of this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The term "**including**" as used herein shall be deemed to be followed by the phrase "**without limitation**" or like expression. The term "**will**" as used herein means shall. The terms "**hereof**", "**hereto**", "**herein**" and "**hereunder**" and words of similar import when used in this Agreement refer to this Agreement as a whole and no to any particular provision of this Agreement. References to "**Article**," "**Section**", "**Appendix**" or "**Schedule**" are references to the numbered sections of this Agreement and the appendices attached to this Agreement, unless expressly stated otherwise. Except where the context otherwise requires, references to this "**Agreement**" shall include the appendices attached to this Agreement. The language of this Agreement shall be deemed to be the language mutually chosen by the Parties and no rule of strict construction will be applied against either Party hereto.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, the respective representatives of the Parties have executed this Agreement as of the Effective Date.

Adaptimmune Limited

By: /s/ Helen Tayton-Martin

Helen Tayton-Martin

Name

COO

Title

Merck Sharp & Dohme B.V.

By: /s/ K.J.F. Nathland

K.J.F. Nathland

Name

Managing Director

Title

Appendix A

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Appendix B

SUPPLY OF COMPOUND

Schedule of Deliveries for NY-ESO TCR vector product

Delivery Date	Quantity of Vials of vector product
***	***
Total	***

Schedule of Deliveries for KEYTRUDA®

Delivery Date	Quantity of Vials (Liquid - *** vial)
***	***
Total	***

*** Portions of this page have been omitted pursuant to a request for Confidential Treatment and filed separately with the Commission.

Schedule I

DATA SHARING AND SAMPLE TESTING SCHEDULE

Study Procedures	Shared between the Two Parties	Not Shared	Timing to provide item (data/sample, etc.)	Party to Analyze Data/Sample
***	***		***	***
***	***		***	***
***	***		***	***
***	***		***	***
***	***		***	***
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*** Portions of this page have been omitted pursuant to a request for Confidential Treatment and filed separately with the Commission.

Schedule 3.12

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*** Portions of this page have been omitted pursuant to a request for Confidential Treatment and filed separately with the Commission.

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Schedule 12.3

Agreed Form Press Release

Adaptimmune Announces Collaboration with MSD to Evaluate KEYTRUDA® (pembrolizumab) in Combination with NY-ESO SPEAR® T-Cell Therapy in Multiple Myeloma

PHILADELPHIA, Pa. and OXFORD, UK., October XX, 2016 – Adaptimmune Therapeutics plc (Nasdaq: ADAP), a leader in T-cell therapy to treat cancer, today announced that it has entered into a clinical trial collaboration agreement with Merck & Co., Inc., Kenilworth, NJ, USA (known as MSD outside the US and Canada), for the assessment of Adaptimmune's NY-ESO SPEAR® (Specific Peptide Enhanced Affinity Receptor) T-cell therapy in combination with MSD's anti-programmed death-1 (PD-1) inhibitor, KEYTRUDA® (pembrolizumab), in patients with multiple myeloma. The study will evaluate the safety, pharmacokinetics, pharmacodynamics, and preliminary efficacy of the combination, and is planned for initiation in 1H 2017.

Adaptimmune's SPEAR T-cell candidates are novel cancer immunotherapies that have been engineered to target and destroy cancer cells. Its NY-ESO SPEAR T-cell therapy has previously been evaluated in multiple myeloma in a single agent Phase I/II trial in which 20 out of 22 patients (91 percent) experienced a response at day 100 post autologous stem cell transplant. KEYTRUDA is a humanized monoclonal antibody that works by increasing the ability of the body's immune system to help detect and fight tumor cells. KEYTRUDA blocks the interaction between PD-1 and its ligands, PD-L1 and PD-L2, thereby activating T lymphocytes which may affect both tumor cells and healthy cells. Blocking this interaction is reported to enable T-cell activation and potentiates antitumor activity.

"In initial single-agent studies of our NY-ESO SPEAR T-cell therapy in patients with advanced myeloma in the context of stem cell transplantation, we have seen encouraging evidence of antitumor effect, safe administration and prolonged persistence of transduced cells," said Rafael Amado, Adaptimmune's chief medical officer. "KEYTRUDA has shown preliminary evidence of activity in multiple myeloma, and there is preclinical evidence to support the view that the combination of NY-ESO SPEAR T-cell therapy and anti-PD1 therapy may lead to meaningful anti-tumor activity. We look forward to evaluating our therapy alone and in combination with KEYTRUDA in a randomized trial of patients with multiple myeloma who are refractory or have relapsed with standard therapy."

The agreement is between Adaptimmune and Merck & Co., Inc., Kenilworth, NJ, USA, through a subsidiary. Under the agreement, the trial will be sponsored by Adaptimmune. The agreement also includes provision for potential expansion to include Phase III registration studies in the same indication. Additional details were not disclosed.

About Multiple Myeloma
Multiple myeloma is a cancer formed by malignant plasma cells. Normal plasma cells are found in the bone marrow and are an important part of the immune system, which is made up of several types of cells that work together to fight infections and other diseases. Multiple myeloma is characterized by several features, including low blood counts, bone and calcium problems, infections, kidney problems, monoclonal gammopathy, and

others; and by the proliferation of these plasma cells within bone marrow. The American Cancer Society estimates that approximately 30,300 new cases will be diagnosed in the United States in 2016. Average five-year survival rates are estimated to be approximately 45 percent with survival rates depending on factors such as age, stage of diagnosis and suitability for auto-SCT, which is used as part of the treatment for eligible patients with multiple myeloma. Despite recent therapeutic advances, multiple myeloma remains an incurable but treatable cancer. Patients are typically treated with repeat rounds of combination therapy with the time intervals to relapse becoming shorter with each successive line of therapy. The majority of patients eventually have a relapse which cannot be further treated.

About Adaptimmune's TCR Technology
Adaptimmune's proprietary SPEAR (Specific Peptide Enhanced Affinity Receptor) T-cell receptor (TCR) technology enables the company to genetically optimize TCRs, equipping them to recognize cancer antigens that are presented in small quantities on the surface of a cancer cell, whether of intracellular or extracellular origin, thus initiating cell death. The company's differentiated, proprietary technology allows it to reliably generate parental TCRs to naturally presented targets, affinity optimize its TCRs to bind cancer proteins from solid and hematologic cancers that are generally unavailable to naturally occurring TCRs, and to significantly reduce the risk of side effects resulting from off-target binding of healthy tissues.

About Adaptimmune
Adaptimmune is a clinical stage biopharmaceutical company focused on novel cancer immunotherapy products based on its SPEAR® (Specific Peptide Enhanced Affinity Receptor) T-cell platform. Established in 2008, the company aims to utilize the body's own machinery - the T-cell - to target and destroy cancer cells by using engineered, increased affinity TCRs as a means of strengthening natural patient T-cell responses. Adaptimmune's lead program is a SPEAR T-cell therapy targeting the NY-ESO cancer antigen. Its NY-ESO SPEAR T-cell therapy has demonstrated signs of efficacy and tolerability in Phase 1/2 trials in solid tumors and in hematologic cancer types, including synovial sarcoma and multiple myeloma. Adaptimmune has a strategic collaboration and licensing agreement with GlaxoSmithKline for the development and commercialization of the NY-ESO TCR program. In addition, Adaptimmune has a number of proprietary programs. These include SPEAR T-cell therapies targeting the MAGE-A10 and AFP cancer antigens, which both have open INDs, and a further SPEAR T-cell therapy targeting the MAGE-A4 cancer antigen that is in pre-clinical phase with IND acceptance targeted for 2017. The company has identified over 30 intracellular target peptides preferentially expressed in cancer cells and is currently progressing 12 through unpartnered research programs. Adaptimmune has over 250 employees and is located in Oxfordshire, U.K. and Philadelphia, USA. For more information: http://www.adaptimmune.com

Forward-Looking Statements
This release contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 (PSLRA). These forward-looking statements involve certain risks and uncertainties. Such risks and uncertainties could cause our actual results to differ materially from those indicated by such forward-looking statements, and include, without limitation: the success, cost and timing of our product development activities and clinical trials and our ability to successfully advance our TCR therapeutic candidates through

the regulatory and commercialization processes. For a further description of the risks and uncertainties that could cause our actual results to differ materially from those expressed in these forward-looking statements, as well as risks relating to our business in general, we refer you to our Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission (SEC) on August 8, 2016, and our other SEC filings. The forward-looking statements contained in this press release speak only as of the date the statements were made and we do not undertake any obligation to update such forward-looking statements to reflect subsequent events or circumstances.
KEYTRUDA® is a registered trademark of Merck Sharp & Dohme Corp., a subsidiary of Merck & Co., Inc., Kenilworth, NJ, USA.

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Exhibit 31.1

Form of Certification Required by Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934 as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, James Noble, certify that:

1. I have reviewed this quarterly report on Form 10-Q/A of Adaptimmune Therapeutics plc;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    c. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected or is reasonably likely to materially affect the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 6, 2017

/s/ James Noble
James Noble
Chief Executive Officer

Exhibit 31.2

Form of Certification Required by Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934 as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Adrian Rawcliffe, certify that:

1. I have reviewed this quarterly report on Form 10-Q/A of Adaptimmune Therapeutics plc;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected or is reasonably likely to materially affect the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 6, 2016

/s/ Adrian Rawcliffe
Adrian Rawcliffe
Chief Financial Officer

Exhibit 32.1

Section 906 Certificate

Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), I, James Noble, Chief Executive Officer of Adaptimmune Therapeutics plc, a public limited company incorporated under English law (the "Company"), hereby certify, to my knowledge, that:

1. The Company's Quarterly Report on Form 10-Q/A for the quarterly period ended September 30, 2016, to which this Certification is attached as Exhibit 32.1 (the "Quarterly Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 6, 2017

/s/ James Noble
James Noble
Chief Executive Officer

Exhibit 32.2

Section 906 Certificate

Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), I, Adrian Rawcliffe, Chief Financial Officer of Adaptimmune Therapeutics plc, a public limited company incorporated under English law (the "Company"), hereby certify, to my knowledge, that:

1. The Company's Quarterly Report on Form 10-Q/A for the quarterly period ended September 30, 2016, to which this Certification is attached as Exhibit 32.2 (the "Quarterly Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 6, 2017

/s/ Adrian Rawcliffe
Adrian Rawcliffe
Chief Financial Officer