As filed with the United States Securities and Exchange Commission on May 1, 2015

Registration No. 333-203267

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

Amendment No. 2
to
FORM F-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

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

Not Applicable
(Translation of Registrant's name into English)

England and Wales	**2836**	**Not Applicable**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

91 Park Drive, Milton Park
Abingdon, Oxfordshire OX14 4RY
United Kingdom
(44) 1235 430000
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

ADAPTIMMUNE LLC
University City Science Center
3711 Market Street—8th Floor
Philadelphia, PA 19104
United States of America
(267) 499 2066
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

Copies to:

David S. Bakst	**James J. Noble**	**Steven D. Singer**
Mayer Brown LLP	**Chief Executive Officer**	**Lisa Firenze**
1221 Avenue of the Americas	**Adaptimmune Therapeutics plc**	**Wilmer Cutler Pickering Hale and Dorr LLP**
New York, NY 10020	**91 Park Drive, Milton Park**	**7 World Trade Center**
Telephone: (212) 506 2500	**Abingdon, Oxfordshire, OX14 4RY**	**250 Greenwich Street**
Facsimile: (212) 262 1910	**United Kingdom**	**New York, NY 10007**
	Telephone: (44) 1235 430000	**Telephone: (212) 230 8800**
	Facsimile: (44) 1235 430001	**Facsimile: (212) 230 8888**

Approximate date of commencement of proposed sale to the public:
As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered(1)	Amount to be registered(2)	Proposed maximum offering price per share	Proposed maximum aggregate offering price(3)	Amount of registration fee(4)
Ordinary shares, par value £0.001 per share	64,687,500	$2.83	$183,281,250	$21,297.28

(1) American depositary shares, or ADSs, issuable upon deposit of the ordinary shares registered hereby will be registered under a separate registration statement on Form F-6. Each ADS represents 6 ordinary shares.

(2) Includes 1,406,250 additional shares, represented by ADSs, that the underwriters have the option to purchase.

(3) Estimated solely for the purpose of determining the amount of the registration fee in accordance with Rule 457(a) under the Securities Act of 1933, as amended.

(4) Previously paid.

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Commission, acting pursuant to such Section 8(a), may determine.

Explanatory Note

Adaptimmune Therapeutics plc is filing this Amendment No. 2 (this "Amendment") to its Registration Statement on Form F-1 (Registration No. 333-203267) (the "Registration Statement") as an exhibit-only filing to file Exhibits 10.1, 10.4 and 10.10 and to amend and restate the list of exhibits set forth in Item 8 of Part II of the Registration Statement. No changes have been made to Part I or Part II of the Registration Statement other than this explanatory note as well as revised versions of the cover page and Item 8 of Part II of the Registration Statement. This Amendment does not contain a copy of the preliminary prospectus included in the Registration Statement, nor is it intended to amend or delete any part of the preliminary prospectus.

Part II
INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 6. Indemnification of directors and officers

The Registrant's articles of association provide that, subject to the Companies Act 2006, each of the Registrant's directors and other officers (excluding auditors) are entitled to be indemnified by the Registrant against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation to those duties. The Companies Act 2006 renders void an indemnity for a director against any liability attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the company of which he is a director. every person who is or was at any time a director or other officer (excluding an auditor) of the Registrant may be indemnified out of the assets of the Registrant against all costs, charges, expenses, losses or liabilities incurred by him in performing his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office.

Reference is made to Sections 6 and 7 of the form of Underwriting Agreement filed as Exhibit 1.1 to the registration statement, which sets forth the registrant's and the underwriters' respective agreement to indemnify each other and to provide contribution in circumstances where indemnification is unavailable.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

Item 7. Recent sales of unregistered securities The following sets forth information regarding all unregistered securities sold by the Registrant since January 1, 2012 (the share and options numbers in paragraphs 1 through 7 below are prior to and do not reflect the February 23, 2015 one-for-100 share exchange and the March 20, 1015 option exchange described elsewhere in this registration statement):

(1) In 2012, Adaptimmune Limited issued an aggregate of 363,933 of its ordinary shares. Adaptimmune Limited received gross proceeds of £5,014,877.20.

(2) In 2013, Adaptimmune Limited issued an aggregate of 374,301 of its ordinary shares. Adaptimmune Limited received gross proceeds of £5,240,214.

(3) In 2014, Adaptimmune Limited issued an aggregate of 341,565 of its ordinary shares. Adaptimmune Limited received gross proceeds of £4,704,607.

(4) On September 23, 2014, Adaptimmune Limited issued an aggregate of 1,758,418 of its Series A preferred shares. Adaptimmune Limited received gross proceeds of £62.5 million.

(5) In 2014, Adaptimmune Limited granted options to purchase a total of 162,777 ordinary shares to employees, executive officers and directors at a weighted-average price of £27.45 per share. During the same period, it issued 13,780 ordinary shares upon the exercise of options to purchase such shares at a weighted-average price of £8.39 per share. These 13,780 ordinary shares are included within the 341,565 ordinary shares referred to in paragraph (3) above.

(6) In 2013, Adaptimmune Limited granted options to purchase a total of 38,125 ordinary shares to employees, executive officers and directors at a weighted-average exercise price of £12.10 per share.

(7) In 2012, Adaptimmune Limited granted options to purchase a total of 7,750 ordinary shares to its employees, executive officers and directors at a weighted-average exercise price of £11.20 per share. During the same period, it issued 8,870 ordinary shares upon the exercise of options to purchase such shares at a weighted-average price of £4.96 per share. These 8,870 ordinary shares are included within the 363,933 ordinary shares referred to paragraph (1) above.

(8) In March 2015, Adaptimmune Therapeutics Limited (ATL) granted options to purchase a total of 9,183,962 ordinary shares to employees, consultants, executive officers and directors at a weighted-average exercise price of £0.50 per share. On March 20, 2015, ATL also granted options to purchase a total of 20,642,700 ordinary shares to employees, consultants, executive officers and directors in exchange for their options in Adaptimmune Limited which were then outstanding. The aggregate exercise price for these replacement options was the same as that for the Adaptimmune Limited options which were exchanged.

The offers, sales and issuances of the securities described in paragraph (1) above were deemed to be exempt from registration under the Securities Act in reliance on Section 4(a)(2) of the Securities Act and Rule 506 promulgated under Regulation D thereunder as transactions by an issuer not involving a public offering or under Regulations S of the Securities Act. The recipients of securities in each of these transactions acquired the securities for investment only and not with a view to or for sale in connection with any distribution thereof and, in the case of the issuance of securities on September 23, 2014, appropriate legends were affixed to the securities issued in these transactions. Each of the recipients of securities in these transactions either was an accredited investor within the meaning of Rule 501 of Regulation D under the Securities Act and had adequate access, through employment, business or other relationships, to information about the Registrant or a non-U.S. person outside the United States as defined in Regulation S under the Securities Act. No underwriters were involved in these transactions. All of the ordinary shares of Adaptimmune Limited described above were exchanged for ordinary shares of the Registrant on February 23, 2015 in transactions exempt from registration under Section 4(a)(2) or Regulation S of the Securities Act. All of the options of Adaptimmune Limited described above, which were then outstanding, were exchanged for options in the Registrant on March 20, 2015 in transactions exempt from registration under Section 4(a)(2) or Regulation S of the Securities Act.

Item 8. Exhibits

(a) The following documents are filed as part of this Registration Statement:

Exhibit Number	Description of Exhibit
1.1*	Form of Underwriting Agreement.
3.1*	Memorandum and Articles of Association of Adaptimmune Therapeutics plc.
4.1*	Form of certificate evidencing ordinary shares.
4.2(1)	Form of Deposit Agreement among Adaptimmune Therapeutics plc, Citibank, N.A., as the depositary bank and Holders and Beneficial owners of ADSs issued thereunder.
4.3(1)	Form of American Depositary Receipt (included in Exhibit 4.2).
4.4*	Share for Share Exchange Agreement, dated February 23, 2015.
4.5*	Investors Rights Agreement, dated February 23, 2015 between Adaptimmune Therapeutics Limited and certain of its shareholders and Adaptimmune Limited.

Exhibit Number	Description of Exhibit
5.1*	Opinion of Mayer Brown International LLP as to the validity of the ordinary shares.
10.1†	Assignment and Exclusive License, dated May 20, 2013 between Immunocore Limited and Adaptimmune Limited.
10.2†*	Collaboration and License Agreement, dated May 30, 2014 between Adaptimmune Limited and GlaxoSmithKline Intellectual Property Development Ltd.
10.3†*	License Agreement, dated December 20, 2012 between Adaptimmune Limited and Life Technologies Corporation.
10.4†	Sub-License Agreement, dated December 20, 2012 between Adaptimmune Limited and Life Technologies Corporation.
10.5*	Shareholder's Agreement relating to Adaptimmune Therapeutics Limited, dated February 23, 2015 between Adaptimmune Therapeutics Limited, Adaptimmune Limited and the shareholders named therein.
10.6*	Adaptimmune Limited Series A Preferred Share Purchase Agreement, dated September 23, 2014.
10.7*	Underlease, dated March 2, 2015 between Immunocore Limited and Adaptimmune Limited relating to Ground Floor East Wing, 91 Park Drive, Milton Park.
10.8*	Underlease, dated March 2, 2015 between Immunocore Limited and Adaptimmune Limited relating to Ground Floor West Wing, 91 Park Drive, Milton Park.
10.9*	Agreement dated March 2, 2015, between Adaptimmune Limited and Immunocore Limited relating to 91 Park Drive, Milton Park and Plot Park Drive Central Milton Park and Units 57A1, 57A2, 59B and 59CDE Jubilee Avenue Milton Park.
10.10	Facilities and Services Agreement, dated July 31, 2014 between Immunocore Limited and Adaptimmune Limited.
10.11†*	Deed for Transitional Services, dated January 28, 2015 between Immunocore Limited and Adaptimmune Limited.
10.12†*	Assignment and Exclusive License, dated January 28, 2015 between Immunocore Limited and Adaptimmune Limited.
10.13†*	Target Collaboration Deed, dated January 28, 2015 between Immunocore Limited and Adaptimmune Limited.
10.14*	Adaptimmune Limited Share Option Scheme (Incorporating Management Incentive Options).
10.15*	Adaptimmune Limited 2014 Share Option Scheme (Incorporating Enterprise Management Incentive Options).
10.16*	Adaptimmune Limited Company Share Option Plan, dated December 16, 2014.
10.17*	Adaptimmune Therapeutics Limited 2015 Share Option Scheme, dated March 16, 2015.
10.18*	Adaptimmune Therapeutics Limited Company Share Option Plan, dated March 16, 2015.
10.19*	Service Agreement, dated March 25, 2014 between Adaptimmune Limited and James Noble.
10.20*	Service Agreement, dated March 24, 2014 between Adaptimmune Limited and Helen Tayton-Martin.

Exhibit Number	Description of Exhibit
10.21*	Employment Agreement, dated March 1, 2011 between Adaptimmune LLC and Gwendolyn Binder-Scholl.
10.22*	Employment Agreement, dated February 18, 2015 between Adaptimmune LLC and Rafael Amado.
10.23*	Employment Agreement, dated February 20, 2015 between Adaptimmune LLC and Adrian Rawcliffe.
10.24*	Adaptimmune Therapeutics plc 2015 Share Option Scheme, dated March 16, 2015, as amended April 15, 2015.
10.25*	Adaptimmune Therapeutics plc Company Share Option Plan, dated March 16, 2015, as amended April 14, 2015.
10.26*	Service Agreement, dated April 24, 2015 between Adaptimmune Therapeutics plc and James Noble.
21.1*	List of Subsidiaries.
23.1*	Consent of KPMG LLP for Adaptimmune Limited.
23.2*	Consent of KPMG LLP for Adaptimmune Therapeutics Limited.
23.3*	Consent of Mayer Brown International LLP (included in Exhibit 5.1).
24.1*	Powers of Attorney (included in the signature page to this Registration Statement).

* Previously filed.

† Confidential treatment to be requested as to portions of the exhibit. Confidential materials omitted and filed separately with the Securities and Exchange Commission.

(1) Incorporated by reference to the Registration Statement on Form F-6 (File No. 333-203642), filed with the Securities and Exchange Commission with respect to ADSs representing ordinary shares.

(b) Financial Statement Schedules

All Schedules have been omitted because the information required to be presented in them is not applicable or is shown in the consolidated financial statements or related notes.

Item 9. Undertakings

(a) The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

(b) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer, or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the

question of whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(c) The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Oxfordshire, England, on May 1, 2015.

ADAPTIMMUNE THERAPEUTICS PLC

By: /s/ JAMES J. NOBLE

Name: James J. Noble
Title: *Chief Executive Officer*

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons on May 1, 2015 in the capacities indicated.

Signature	Position
/s/ JAMES J. NOBLE James J. Noble	Chief Executive Officer and Director (Principal Executive Officer)
* Jonathan Knowles, Ph.D.	Chairman of the Board of Directors and Director
* Adrian Rawcliffe	Chief Financial Officer (Principal Financial and Accounting Officer)
* Lawrence M. Alleva	Director
* Ali Behbahani, M.D.	Director
* Ian Laing	Director
* David M. Mott	Director

Signature	Position
*	
Elliott Sigal, M.D., Ph.D	Director
*	
Peter Thompson, M.D.	Director

*By: /s/ JAMES J. NOBLE

James J. Noble
Attorney-in-Fact

SIGNATURE OF AUTHORIZED UNITED STATES REPRESENTATIVE OF THE REGISTRANT

Pursuant to the Securities Act, the undersigned, the duly authorized representative in the United States of Adaptimmune Therapeutics plc, has signed this registration statement or amendment thereto on May 1, 2015.

ADAPTIMMUNE LLC

By: /s/ JAMES J. NOBLE

Name: James J. Noble
Title: Chief Executive Officer

EXHIBIT INDEX

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(b) Financial Statement Schedules

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QuickLinks

(1) IMMUNOCORE LIMITED

and

(2) ADAPTIMMUNE LIMITED

ASSIGNMENT AND EXCLUSIVE LICENCE

MANCHES

Manches LLP
9400 Garsington Road
Oxford Business Park
Oxford
OX4 2HN

Tel: 01865 722106
Fax: 01865 201012
www.manches.com

THIS AGREEMENT is made **BETWEEN:**

(1) **IMMUNOCORE LIMITED** (company number 6456207) whose registered office address is AT 57c Milton Park, Abingdon, Oxfordshire, OX14 4RX (the "**Immunocore**"); and

(2) **ADAPTIMMUNE LIMITED** (company number 6456741) whose registered office address is 9400 Garsington Road, Oxford Business Park, Oxford, OX4 2HN (the "**Adaptimmune**").

BACKGROUND

A. Immunocore is a company engaged in identifying modifying, developing and commercialising products containing soluble T-Cell Receptors for use in certain applications.

B. Adaptimmune is a company engaged in identifying, modifying, developing and commercialising products containing cells that are transfected within genes encoding T-Cell Receptors for use in certain applications.

C. The Parties previously entered into an Amended and Restated Licence Agreement (" **2011 Agreement**"), which amended and restated the terms of an original licence agreement dated 1 July 2008 between Medigene Limited and Adaptimmune ("**2008 Agreement**"). This 2008 Agreement was novated to Immunocore on 1 October 2008.

D. The Parties now wish to rationalise the ownership of Intellectual Property Rights under the Prior Agreements and the licensing of such Intellectual Property Rights between the Parties.

OPERATIVE PROVISIONS

1. **Definitions and Interpretation**

1.1. In this Agreement the following words and phrases have the meaning set out below:

"Adaptimmune Licensed Product" means (i) any product that contains cells that are transfected with genes encoding TCRs including any product containing cells that may also be transfected with one or more additional other molecules as well (whether transfected at the same time or by the same means as the TCRs or not); and (ii) any process, service or method including such a product and where:

(a) such product is covered by any claim of the Licensed Patents or which is generated or derived using any of the Know-How or Results; or

(b) such service, process or method is covered by a claim of any of the Licensed Patents or which requires the use of any Know-How or Results;

For the avoidance of doubt Adaptimmune Licensed Product shall not include any product, service,

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process or method comprising or containing Soluble TCRs.

"Affiliate" means, in relation to any entity, any company or legal entity in any country which Controls, is Controlled by or shares common Control with that entity. The Parties shall not be Affiliates for the purposes of this Agreement;

"Authorised Parties" means Affiliates, contractors, employees, licensees (and prospective licensees), sub-licensees (and prospective sub-licensees) and potential acquirers;

"Confidential Information" means (a) in relation to each PParty, all technical, financial and commercial information disclosed by that Party to the other Party in the course of or in anticipation of this Agreement, together with the terms of this Agreement; (b) all Know-How; (c) all Results.

"Control" means:

(a) ownership of more than 50% of the voting share capital of the relevant entity; or

(b) the ability to direct the casting of more than 50% of the votes, exercisable at a general meeting of the relevant entity on all, or substantially all, matters;

"Core Patent" means a patent or patent application designated as "Core" in Schedule 1;

"Divisional" means any divisional patent application or continuation-in-part application claiming any of the same priority as a Full Application, Later Application, Granted Patent or Core Patent.

"Effective Date" means the date of last signature to this Agreement;

"Full Application" shall have the meaning given in Schedule 3;

"Granted Patent" means a patent or patent application designated as "Granted" in Schedule 1;

"Immunocore Licensed Product" means (i) any product that contains Soluble TCRs; and (ii) any process, service or method including such a product and where:

(a) such product is covered by any claim of the Licensed Patents or which is generated or derived using any of the Know-How or Results; or

(b) such service, process or method is covered by a claim of any of the Licensed Patents or which requires the use of any Know-How or Results;

For the avoidance of doubt Immunocore Licensed

Product shall not include any product, service process or method containing or comprising cells that are transfected with genes encoding TCRs.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how as summarised in schedule 2) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Know-How" means all confidential information (excluding the Licensed Patents) created by either Party and relating to t-cell receptors, modifications to t-cell receptors, processes for the production of products comprising t-cell receptors, products comprising t-cell receptors, whether patentable or not as at the Effective Date. Know-How shall include all know-how summarised in Schedule 2;

Later Application shall have the meaning given in Schedule 3;

"Licensed Patents"	means: (a) the patents or patent applications listed in Schedule 1; (b) any patents granted from the patent applications listed in Schedule 1; (c) any patents or patent applications filed in accordance with Clause 4.3 and any patents granting from such patent applications; (d) any corresponding patents and patent applications which are based on or derive priority from or common priority with the patent applications in (a) or (b) or (c); and (d) any continuation, continuation-in-part, division, reissue, renewal or extension of any of the patents and patent applications in (a) – (d).
"Licensed Product"	means an Adaptimmune Licensed Product and/or an Immunocore Licensed Product.

"Market"	means, in relation to a Licensed Product, offering to sell, lease, license or otherwise commercially exploit the Licensed Product or the sale, lease, licence, export or import, distribution, marketing or other commercial exploitation of the Licensed Product;
Materials	means the materials provided by one Party to the other Party for the performance of the Project including all constructs, libraries, derivatives, portions, improvements or components of them or obtained from them or as a result of their use but excluding Results;
"NCI Patent"	means (i) patent application PCT/US2007/79487; and (ii) any corresponding patents and patent applications which are based on or derive priority from or common priority with PCT/US2007/79487; and (iii) any continuation, continuation-in-part, division, reissue, renewal or extension of any of the patents and patent applications in (i) and (ii).
"Prior Agreements"	means the 2011 Agreement and the 2008 Agreement.
"Project"	means any project agreed between the Parties in relation to the development, modification, creation, adaptation, mutation or other work in relation to any TCR and as set out in a Project Schedule signed by both Parties.
"Project Schedule"	Shall have the meaning set out in Clause 6.1.
"Required Countries"	means European Union, United States of America and Canada.
"Results"	means all Intellectual Property Rights (excluding Licensed Patents and any Divisional filed in accordance with Clauses 4.4 and 4.5) generated or created by either Party in the performance of any Project.
"Soluble TCRs"	TCRs in any form (whether alone or combined with other compounds or molecules) and which when administered or supplied are not comprised within or attached to (including via transfection) any cell.
"SUSAR"	means a suspected, unexpected, serious adverse reaction, in relation to which notification to a competent authority is required..
"TCR"	means T-cell receptor
"Territory"	means worldwide.

1.2. In this Agreement:

1.2.1. references to Clauses are to the Clauses of this Agreement;

1.2.2. references to the Parties are to the Parties to this Agreement;

1.2.3. headings are used for convenience only and do not affect its interpretation; and

1.2.4. references to a statutory provision include references to the statutory provision as modified or re-enacted or both from time to time and to any subordinate legislation made under the statutory provision.

2. **Assignment**

2.1. Nothing in this Agreement will assign or transfer any Intellectual Property Rights between the Parties unless explicitly otherwise provided.

2.2. Adaptimmune hereby assigns and agrees to assign all its right, title and interest in the Know-How, Results and Licensed Patents to Immunocore.

2.3. In consideration of the assignment under Clause 2.2 above, Immunocore hereby assigns and agrees to assign a one half undivided interest in all its

right, title and interest in the Know-How, Results and Licensed Patents to Adaptimmune. Following such assignment the Parties shall own such Know-How, Results and Licensed Patents jointly in equal undivided shares.

2.4. Each Party agrees to execute or procure the execution of any further document or confirmatory assignment which may be reasonably required to effect ownership in accordance with Clauses 2.2 and 2.3 above.

2.5. Save for the Results, any improvements or new Intellectual Property Rights created after the Effective Date shall, unless otherwise agreed in writing at any time by both Parties, be owned by the Party or Parties creating such rights.

2.6. Either Party may on provision of reasonable notice, have access to and make copies of any documentation, files, programs or other materials which embody or set out any of the Know-How or Results to support any regulatory filing, provided such Party reimburses any reasonable costs incurred.

2.7. Where either Party identifies a SUSAR as part of any clinical trial on any TCR which is the subject of the Licensed Patents or a Project , it shall provide details of the SUSAR to the other Party including where necessary any documentation or underlying materials relevant to the SUSAR in sufficient detail for the other Party to determine any regulatory notification requirements and safety implications in relation to its own products.

3. **Grant of Licence**

3.1. Immunocore grants to Adaptimmune and Adaptimmune accepts an exclusive, royalty free, irrevocable licence under Immunocore's rights in the Licensed Patents, the Know-How and the Results to develop, make, have made, use and have used and Market Adaptimmune Licensed Products in the Territory.

3.2. Adaptimmune grants to Immunocore and Immunocore accepts an exclusive, royalty free, irrevocable licence under Adaptimmune's rights in the Licensed

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Patents, the Know-How and the Results to develop, make, have made, use and have used and Market Immunocore Licensed Products in the Territory.

3.3. The licences set out in Clauses 3.1 and 3.2 shall include the right to use the Licensed Patents, Results and Know-How for the purposes of clinical research and development including the performance of clinical trials in relation to Licensed Products.

3.4. All implied licences and rights are excluded to the full extent permitted by law.

3.5. Adaptimmune and Immunocore may sub-license the rights granted to them in Clauses 3.1, 3.2 and 3.3, subject to Clause 3.6 provided that each will ensure that any sub-licensee agrees to treat the Confidential Information in accordance with confidentiality terms at least as strict as those set out in this Agreement. There is no requirement to seek consent from the other Party in relation to the grant of any sub-licence, consent is deemed given. Each Party is responsible for the performance of any sub-licence by its sub-licensees.

3.6. For the avoidance of doubt and save as explicitly provided in this Agreement, both Parties are free to further develop their rights in the Licensed Patents, Know-How and Results independently of the other Party. Where any further development or research by Adaptimmune (including any development resulting in a new TCR) uses any part of the Licensed Patents, Know-How and Results, Adaptimmune understands and agrees that it has no right to commercialise or exploit or otherwise supply any Immunocore Licensed Product and it is given no licence by Immunocore under Immunocore's rights in the Licensed Patents, Know-How and Results in relation to any Immunocore Licensed Product. Where any further development or research by Immunocore (including any development resulting in a new TCR) uses any part of the Licensed Patents, Know-How and Results, Immunocore understands and agrees that it has no right to commercialise or exploit or otherwise supply any Adaptimmune Licensed Product and it is given no licence by Adaptimmune under Adaptimmune's rights in the Licensed Patents, Know-How and Results in relation to any Adaptimmune Licensed Product.

3.7. The licences set out in Clauses 3.1-3.3 are subject to the following:

3.7.1. the rights of the National Cancer Institute as a joint owner of the NCI Patents to use the NCI Patents and to grant non-exclusive licences under the NCI Patents;

3.7.2. the exclusive rights of Sanofi Pasteur Limited to certain soluble TCR reagents under a collaborative research and exclusive licence agreement dated 1 December 2006 (as amended and novated).

4. **Obligations and Prosecution of Intellectual Property Rights**

4.1. Any Licensed Patents including those which have been filed prior to the Effective Date shall be prosecuted, maintained and enforced in accordance with Schedule 3 to this Agreement. Where Licensed Patents have been filed prior to the Effective Date, such Licensed Patents shall be designated as either Provisional Applications, Full Applications, Later Applications, Granted Patents, Lapsed Patents or Core Patents in accordance with Schedule 1; and Schedule 3 shall apply to such Licensed Patents in accordance with their designation.

4.2. Should either Party wish to file any patent or patent application (other than any Divisional filed in accordance with Clauses 4.4 and 4.5 below) which is based on

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the Know-How or Results or covering or including any of the same subject matter as in a previously filed Licensed Patent, it shall notify the other Party ("Notification"). Such patent or patent application shall be filed, prosecuted, maintained and enforced in accordance with Schedule 3.

4.3. Should either Party ("Filing Party") wish to file any Divisional which is specific to in the case of Adaptimmune, the Adaptimmune Licensed Products, and in the case of Immunocore, the Immunocore Licensed Products it may notify the other Party ("Recipient Party") in writing. Such notification shall include sufficient detail to enable the Recipient Party to determine whether the Divisional does or does not relate solely to the Filing Party's Licensed Products. Where it agrees that the Divisional does relate solely to the Filing Party's Licensed Products, it shall notify the Filing Party in writing within a period of thirty (30) days from receipt of notice from the Filing Party. Following receipt of such notification, Filing Party shall be entitled to file the Divisional and to control the filing, prosecution and maintenance of such Divisional in its sole discretion. Unless otherwise agreed in writing by both

Parties, the Divisional shall be filed in the joint names of Immunocore and Adaptimmune.

4.4. Where the Recipient Party under Clause 4.3 either (a) does not respond to the notification from the Filing Party within a period of thirty (30) days from receipt of notice; or (b) notifies Filing Party that Divisional does not solely relate to Filing Party's Licensed Products or that it has not received sufficient information to enable a determination of whether the Divisional does relate solely to Filing Party's Licensed Products then on expiry of a period of 30 days from receipt of notice by Recipient Party either Party may refer any outstanding issues to an independent expert ("Expert" for the purposes of this Clause) by the service of written notice on the other Party ("Dispute Notice" for the purposes of this Clause). During the referral to an Expert, Filing Party shall not be entitled to file the Divisional until the Expert has provided his decision. The Parties shall use reasonable endeavours to agree the Expert within 14 days of date of Dispute Notice, failing which the Expert shall be appointed by the President of the Law Society of England and Wales as soon as reasonably possible. Following appointment of Expert, both Parties shall simultaneously serve written arguments in relation to the dispute on both the Expert and the other Party within fourteen (14) days of appointment of Expert. Within a further period of 14 days from date of service of written arguments, each Party may serve a further written reply on both the Expert and other Party. The Expert will make his decision based on the exchanged written statements and shall issue his decision in writing to both Parties within a period of fourteen (14) days of service of last reply from a Party. The decision of the Expert shall be final and binding on the Parties, save for any manifest errors contained on the face of his decision. Unless otherwise provided by the Expert, the Expert's charges shall be borne equally by the Parties. Where Expert finds in favour of the Filing Party then following issue of decision, Filing Party shall be entitled to file the Divisional and to control the filing, prosecution and maintenance of such Divisional in its sole discretion. Where Expert finds in favour of the Recipient Party, then Filing Party shall not file the Divisional.

4.5. For the avoidance of doubt where a Divisional is agreed to relate solely to the Filing Party's Licensed Products under Clause 4.3 or is found by an Expert to relate solely to the Filing Party's Licensed Products under Clause 4.4, the Recipient Party shall have no licence under such Divisional or right to sub-licence such Divisional to the extent such Divisional continues to relate solely to the Filing Party's Licensed Products.

5. **Financial Provisions**

5.1. Payments under this Agreement shall be made in pounds sterling by bank telegraphic transfer to the credit of a bank account nominated by Immunocore or Adaptimmune as relevant. All payments shall be due within forty-five (45) days of receipt of invoice. Where any amount in an invoice is disputed, paying Party shall pay any un-disputed amount whilst the dispute as to remaining amounts is resolved.

5.2. All payments under this Agreement shall be made without deduction of income tax or other taxes, charges or duties that may be imposed, except and so far as Adaptimmune or Immunocore is required to make those deductions to comply with applicable laws.

5.3. If full payment of any amount due is not made by the due date, the invoicing Party may charge interest on the outstanding amount on a daily basis at a rate equivalent to two percent (2%) above the base rate for the time being of HSBC Bank Plc from the date when payment was due until the date of actual payment.

6. **Projects**

6.1. The Parties may agree to collaborate on Projects at any time after the Effective Date. The Parties shall agree the scope of each Project in writing and in the form of a Project Schedule, a template for which is set out in Schedule 4A. The Parties shall also specify the details of the TCR or TCRs being developed in such Project Schedule. The Project Schedule shall become effective and shall become part of this Agreement as of the date of signature of both Parties to the relevant Project Schedule. Schedule 4B lists projects agreed between the Parties as at the Effective Date and such projects shall be deemed Projects under this Agreement as from the Effective Date.

6.2. Each Party shall use reasonable skill and care to perform the Project and will use reasonable endeavours to perform its tasks under any Project within the timescales agreed between the Parties, as specified in the Project Schedule.

6.3. Each Party will use reasonable endeavours to ensure that all employees contributing to any Project keep detailed notebooks and comply with any laboratory record keeping protocol agreed between the Parties. Any work relating to the performance of the Project shall be recorded in a Project specific notebook.

6.4. Each Party will in the Project Schedule assign a project manager to each Project to manage the day to day performance of the Project. Each Party shall have the right to change its project manager upon written notice to the other Party in accordance with 11.9.

6.5. Both Parties shall have access in accordance with the terms of this agreement to any results, data, raw materials, materials or output generated or created from the performance of any Project.

6.6. Any Materials shall remain the property of the providing Party unless otherwise agreed in writing between the Parties. The other Party shall have access to any such Materials on reasonable notice and to the extent necessary for full use of the Results, Know-How or Licensed Patents. The Party owning the Materials shall use reasonable endeavours to:

6.6.1. keep the Materials secure;

6.6.2. use the Materials in accordance with good laboratory practice and with reasonable skill and care; and

6.6.3. ensure compliance with all applicable laws and regulations governing the transportation, keeping and use of the Materials.

6.7. The obligations under Clause 6.5 shall apply for a period of ten (10) years following completion of relevant Project or termination of this Agreement (where termination occurs prior to completion of any relevant Project). Completion of such Project shall mean the shorter of (a) when all deliverables agreed to be required under such Project have been delivered in accordance with the Project; or (b) the end date specified in the Project Schedule as amended from time to time by the Parties.

6.8. Both Parties will ensure that all individuals working on or performing the Project are under contracts of employment which (to the extent legally possible) assign to such Party all right, title and interest in any Results. Each Party shall procure the execution and delivery of such further documentation (including confirmatory assignments) as may be required during the filing, prosecution and maintenance of any patents or patent

applications in accordance with Schedule 3.

6.9. To the extent not licensed under Clauses 3.1, 3.2 and 3.3 above and subject to any third Party restrictions or terms, each Party grants to the other Party a royalty-free, non-exclusive licence to use its rights in any Intellectual Property Rights for (a) the purposes of performing the Project; and (b) to the extent strictly necessary for use of the Results to develop, make, have made, use and have used and Market in the case of Adaptimmune, the Adaptimmune Licensed Products and in the case of Immunocore, the Immunocore Licensed Products.

6.10. Prior to the start of any Project, if either Party is aware of any third Party restrictions or terms which would impact on its ability to grant the licence under Clauses 3.1, 3.2, 3.3 and 6.8 or otherwise impact on the performance of the Project it shall notify those in writing to the other Party. Where any third Party restrictions or terms are notified, the Party receiving such notification shall be deemed to have agreed to such restrictions or terms, or to perform the Project subject to such third Party terms or restrictions unless it notifies the other Party in writing stating it cannot accept such terms or restrictions and no longer wishes to perform the Project.

6.11. During any Project neither Party will conduct any other project, development or research using the same TCR as specified for use in the Project with any third Party without the prior written agreement of the other Party.

6.12. A Party may serve thirty (30) days written notice on the other Party ("Defaulting Party") terminating any particular Project where the Defaulting Party is in material breach of its obligations under Clause 6.2 above. Where the Defaulting Party has not corrected the breach within the thirty (30) day notice period and subject to Clause 6.13 below, the Project shall terminate. Where the Defaulting Party is Immunocore, termination of the Project shall result in the Results which relate solely to that Project being removed from the licence under Clause 3.2 and Immunocore shall cease to be licensed under such Results from the date of termination. Any further use of such Results by Immunocore shall require the prior written consent of Adaptimmune. Where the Defaulting Party is Adaptimmune, termination of the Project shall result in the Results which relate solely to that Project being removed from the licence under Clause 3.1 and Adaptimmune shall cease to be licensed under such Results from the date of termination. Any further use of such Results by Adaptimmune shall require the

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prior written consent of Immunocore. Save as explicitly provided in this Clause 6.12, termination of a Project under this Clause 6.12 shall not affect any other licences or rights of either Party under this Agreement.

6.13. Where there is any dispute between the Parties as to whether there is any material breach of Clause 6.2 and such dispute cannot be amicably resolved between the Parties, either Party may refer the dispute to an independent expert ("Expert") by the service of written notice on the other Party ("Dispute Notice"). During such referral, application of any notice of termination served under Clause 6.12 shall be suspended until the Expert has provided his decision. The Parties shall use reasonable endeavours to agree the Expert within fourteen (14) days of date of Dispute Notice, failing which the Expert shall be appointed by the President of the Law Society of England and Wales as soon as reasonably possible. Following appointment of Expert, both Parties shall simultaneously serve written arguments in relation to the dispute on both the Expert and the other Party within fourteen (14) days of appointment of Expert. Within a further period of fourteen (14) days from date of service of written arguments, each Party may serve a further written reply on both the Expert and other Party. The Expert will make his decision based on the exchanged written statements and shall issue his decision in writing to both Parties within a period of fourteen (14) days of service of last reply from a Party. The decision of the Expert shall be final and binding on the Parties, save for any manifest errors contained on the face of his decision. Unless otherwise provided by the Expert, the Expert's charges shall be borne equally by the Parties. Where Expert finds there has been any material breach of Clause 6.2, any notice of termination shall continue for any remaining unexpired period in accordance with Clause 6.12 above. Where an Expert finds there has not been any material breach, any notice of termination shall cease and have no effect.

6.14. Either Party may terminate its involvement in a Project without cause and with immediate effect. Where the terminating Party is Immunocore, termination of the Project shall result in the Results which relate solely to that Project being removed from the licence under Clause 3.2 and Immunocore shall cease to be licensed under such Results from the date of termination. Any further use of such Results by Immunocore shall require the prior written consent of Adaptimmune. Where the terminating Party is Adaptimmune, termination of the Project shall result in the Results which relate solely to that Project being removed from the licence under Clause 3.1 and Adaptimmune shall cease to be licensed under such Results from the date of termination. Any further use of such Results by Adaptimmune shall require the prior written consent of Immunocore. Save as explicitly provided in this Clause 6.142, termination of a Project under this Clause 6.14 shall not affect any other licences or rights of either Party under this Agreement.

7. **Confidentiality**

7.1. Subject to the remaining provisions of this Clause 7, each Party will keep confidential the Confidential Information and will not disclose or supply that Confidential Information to any third Party or use it for any purpose except in accordance with the terms of this Agreement.

7.2. Both Parties may disclose Confidential Information to Authorised Parties to the extent reasonably necessary for the development, manufacture, Marketing or use of Licensed Products or to facilitate acquisition or merger of either Party, provided that both Parties will ensure that such Authorised Parties accept a

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continuing obligation of confidentiality in terms at least as strict as those set out in this Agreement before making any such disclosure. Each Party shall be responsible to the other Party under this Agreement in relation to any breach of confidentiality by any Authorised Party as if such breach had occurred under this Agreement.

7.3. The duty of non-disclosure in Clause 7.1 will not apply to any Confidential Information which:

7.3.1. is or becomes publicly known without the fault of any Party; or

7.3.2. is obtained from a third Party in circumstances where the Party receiving from such third Party has no reason to believe that there has been a breach of an obligation of confidentiality; or

7.3.3. is approved for release in writing by an authorised representative of the other Party.

7.4. The restrictions of confidentiality in Clause 7.1 will not apply to the extent that any Confidential Information is required to be disclosed by law, pursuant to an order or rule of any court of competent jurisdiction, in order to fulfil a court order or rule, or pursuant to the requirements of any recognized stock exchange or any regulatory body, provided that the relevant Party gives the other Party prior written notice of such disclosure and that it discloses the Confidential Information only to the extent required to comply with such law or fulfil such order, rule or requirement and that it takes all reasonable steps to ensure, as far as it is possible to do so, the continued confidentiality of all Confidential Information disclosed.

8. **Duration and Termination**

8.1. This Agreement will come into force on the Effective Date and will continue in force until the later of (a) the expiry of the last to expire of any patent within the Licensed Patents; or (b) the Know-How or Results ceasing to be confidential.

8.2. Both Parties agree and accept that where there is any breach of this Agreement, there shall be no right to terminate this Agreement and damages or other available relief shall be the only relief applicable.

8.3. Where any Party ("Defaulting Party") becomes insolvent, admits insolvency, has a receiver appointed, voluntarily or involuntarily over substantially all of its assets, or is dissolved or liquidated (whether voluntarily or involuntarily), the other Party ("Non-Defaulting Party") shall be entitled by notice in writing to the Defaulting Party to (a) take over and prosecute, file and maintain any or all of the Licensed Patents in its sole discretion; (b) request assignment of the Defaulting Party's interest and title in the Licensed Patents, Know-How and Results to the Non-Defaulting Party on such terms as reflect reasonable arms' length commercial terms including reasonable consideration for such assignment. The Defaulting Party and Non-Defaulting Party shall use best endeavours to negotiate the terms of such assignment as quickly as reasonably possible following date of notice by Non-Defaulting Party of its request for assignment. The Defaulting Party shall provide all reasonable assistance in relation to the on-going prosecution, filing and maintenance of the Licensed Patents by the Non-Defaulting Party including in relation to the transition of the filing, prosecution and maintenance of the Licensed Patents to the Non-Defaulting Party.

9. **Prior Agreements**

9.1. As of the Effective Date both Parties hereby agree that the Prior Agreements will be terminated.

9.2. Each Party releases and discharges the other Party from all its duties and obligations under the Prior Agreements as of the Effective Date.

9.3. No Party shall be liable to the other Party under any terms of the Prior Agreements existing prior to the Effective Date including as relevant any and all indemnities, warranties, undertakings, covenants and representations.

9.4. Each Party hereby waives all and any claims it might have against the other Party and their respective employees, officers, Affiliates and agents existing at the Effective Date so far as such claims arise under the Prior Agreements.

10. **Warranties and Liability**

10.1. Each Party warrants to the other that it has the full right and power to enter into this Agreement. Save as explicitly notified to the other Party at the Effective Date, each Party warrants that as at the Effective Date it has not knowingly misappropriated any third Party confidential information or knowingly infringed any third Party Intellectual Property Right.

10.2. Each Party warrants that save as explicitly otherwise provided in this Agreement (a) it has the rights to grant the licences in Clause 3 of this Agreement; and (b) it has not granted to any third Party any option, licence or right of first refusal in relation to the Licensed Patents, Results or Know-How; and (c) it has not assigned, transferred or granted any option to assign or transfer any of its rights in the Licensed Patents, Results or Know-How.

10.3. Both Parties acknowledge that in entering into this Agreement they do not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the full extent permitted by law.

10.4. Without limiting the scope of Clauses 10.1 to 10.4, neither Party gives any warranty, representation or undertaking:

10.4.1. as to the efficacy, usefulness or quality of the Licensed Patents, Results or Know-How;

10.4.2. that any of the Licensed Patents are or will be valid or subsisting or (in the case of applications) will proceed to grant; or

10.4.3. that the exploitation of any the Licensed Patents, Results or Know-How or the manufacture, Marketing, or use of Licensed Products or products or the exercise of any other rights granted under this Agreement will not infringe any Intellectual Property Rights or other rights of any third Party.

10.5. Both Parties accept that there is no restriction imposed on the other Party in relation to the independent development of any Adaptimmune Licensed Products in the case of Adaptimmune, or Immunocore Licensed Products, in the case of Immunocore using TCRs which do not form part of any Project or which are not comprised within the Licensed Patents, Know-How or Results ("**New TCRs**"). In particular, subject to Clause 3, (a) each Party is free to enter into agreements with third Parties in relation to development of products comprising New TCRs;

(b) each Party is free to enter into any licence in relation to New TCRs; and (c) each Party is free to independently isolate New TCRs for Adaptimmune Licensed Products in the case of Adaptimmune, or Immunocore Licensed Products, in the case of Immunocore respectively.

10.6. The liability of either Party under this Agreement (whether arising for breach or arising in any other way out of the subject matter of this Agreement, including whether under contract or tort) will not include any indirect, incidental or consequential damages or loss (including as relevant any indirect loss of profits).

10.7. Nothing in this Agreement will operate to limit or exclude the liability of either Party for death or personal injury arising from its negligence or for liability for fraud.

11. **General**

11.1. Each Party must take out and maintain (for the term of this Agreement) adequate product liability and other insurance in respect of its activities under this Agreement. Each Party must at the other Party's request from time to time provide the other Party with reasonable evidence to demonstrate that it has fulfilled its obligations under this Clause. Each Party understands that such evidence may be provided to any sub-licensees or potential sub-licensees of the Party making the request for evidence.

11.2. *Registration of Licence.* Either Party may register its interest in the Licensed Patents with any relevant authorities in the Territory as soon as legally possible. Neither Party shall, register a copy of this or any part of this Agreement with the relevant authority in any Territory without the prior written consent of the other Party.

11.3. *Use of Names.* Neither Party may use the name of the other Party in any advertising, promotional or sales literature, without the other Party's prior written consent, such consent not to be unreasonably withheld.

11.4. *Force Majeure.* If performance by either Party of any of its obligations under this Agreement is prevented by circumstances beyond its reasonable control, that Party will be excused from performance of that obligation for the duration of the relevant event, provided that if either Party is unable to fulfil its obligations under this Agreement for a continuous period of six months or more due to any such circumstances, the other Party may terminate this Agreement with immediate effect by serving written notice on the affected Party.

11.5. *Amendments.* This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

11.6. *Assignment.* Save as explicitly provided in this Clause neither Party may assign, mortgage, charge or otherwise transfer its rights or obligations under this Agreement in whole or part to any third Party without the prior written consent of the other Party which may be given or withheld at the absolute discretion of the other Party. Either Party may assign some or all of its rights and obligations under this Agreement (including as relevant its interest in a Licensed Patent) to (a) a successor in title to substantially all the assets or business of the relevant Party; or (b) an Affiliate. Any such assignment shall be subject to the terms of this Agreement.

11.7. *No Waiver.* No failure or delay on the part of either Party to exercise any right or remedy under this Agreement will be construed or operate as a waiver thereof,

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nor will any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

11.8. *No Agency.* Neither Party may act or describe itself as the agent of the other, nor may it make or represent that it has authority to make any commitments on the other's behalf. Nothing in this Agreement creates, implies or evidences any partnership or joint venture between Immunocore and Adaptimmune or the relationship between them of principal and agent.

11.9. *Notices.* Any notice to be given under this Agreement must be given in writing and must be delivered personally or sent by first class mail or reputable courier to the address of the relevant Party, set out at the head of this Agreement, or such other address as that Party may from time to time notify to the other Party in accordance with this Clause, marked for the attention of the Managing Director (or equivalent) in each case. Notices sent as above will be deemed to have been received at the time of delivery (if delivered personally or by courier on any day which is a working day in the country in which the notice is delivered and otherwise on the next working day) and three working days after the date of posting (if sent by first class mail).

11.10. *Further Assurance.* Each Party agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

11.11. *Announcements.* Except to the extent required by applicable laws or regulations, neither Party may make any press or other public announcement concerning any aspect of this Agreement, or make any use of the name of the other Party in connection with or in consequence of this Agreement, without the prior written consent of the other Party.

11.12. *Entire Agreement.* This Agreement (including its schedules) sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter. Except in the case of fraud, the Parties acknowledge they are not relying on any representation, agreement, term or condition which is not set out in this Agreement.

11.13. *Severability.* If any Clause or part of any Clause in this Agreement is declared invalid or unenforceable by the judgement or decree by consent or otherwise of any court or authority of competent jurisdiction from whose decision no appeal is or can be taken, all other Clauses or parts of Clauses contained in this Agreement will remain in full force and effect and will not be affected thereby for the term of this Agreement, but the Parties will negotiate appropriate amendments to this Agreement with a view to restoring the balance of commercial interests as it stood prior to such invalidity or unenforceability being declared.

11.14. *Rights of Third Parties*. No person who is not a Party to this Agreement has any right to prevent the variation or cancellation of any provision of this Agreement or its termination, and no person who is not a Party to this Agreement may enforce any benefit conferred upon.

11.15. *Law and Jurisdiction.* This Agreement is made and will be construed in accordance with the laws of England and Wales, and the Parties submit to the exclusive jurisdiction of the English courts, except that a Party may seek an interim or emergency injunction in any court of competent jurisdiction.

EXECUTED AS A DEED by the authorised representatives of the Parties on the date set out above.

EXECUTED as a deed for and on behalf of
IMMUNOCORE LIMITED

Name: James Noble

Position: CEO, Chairman

Signature: /s/ James Noble

In the presence of:

Name of witness: Tracey Johnson

Signature of witness:
/s/ Tracey Johnson

Address and occupation of witness:

Executive Assistant

EXECUTED as a deed for and on behalf of
ADAPTIMMUNE LIMITED

Name: James Noble

Position: CEO, Chairman

Signature: /s/ James Noble

In the presence of:

Name of witness: Tracey Johnson

Signature of witness:
/s/ Tracey Johnson

Address and occupation of witness:

Executive Assistant

SCHEDULE 1 – LICENSED PATENTS

Status column is included for information only and is as at Effective Date.

Case Ref.	Official No.	Title	Case Status	Designation for purposes of Schedule 3
Case 14 monoclonal TCRs (P32566 / 44172.00.2008)				
Case14-WO	WO 2003/020763	Soluble T cell receptor	International phase complete	Core
Case14-AU	2002321581	Soluble T cell receptor	Granted/Registered	Core
Case14-CA	2457652	Soluble T cell receptor	Granted/Registered	Core
Case14-CN	02819279.6	Soluble T cell receptor	Granted/Registered	Core
Case14-EA	006601	Soluble T cell receptor	Granted/Registered	Core
Case14-EP	1421115	Soluble T cell receptor	EP Granted (AT, BE, CH, CZ, DE, DK, EE, ES, FI, FR, GB, GR, IE, IT, NL, PT, SE, TR)	Core
Case14-HK	1066018	Soluble T cell receptor	Granted/Registered	Core
Case14-M	160359	Soluble T cell receptor	Granted/Registered	Core
Case14-IN	212621	Soluble T cell receptor	Granted/Registered	Core
Case14-JP	4317940	Soluble T cell receptor	Granted/Registered	Core
Case14-KR	10-0945977	Soluble T cell receptor	Granted/Registered	Core
Case14-MX	246738	Soluble T cell receptor	Granted/Registered	Core
Case14-NO	331877	Soluble T cell receptor	Granted/Registered	Core
Case14-NZ	531208	Soluble T cell receptor	Granted/Registered	Core
Case14-PL	208712	Soluble T cell receptor	Granted/Registered	Core
Case14-SG	102850	Soluble T cell receptor	Granted/Registered	Core
Case14-US	7329731	Soluble T cell receptor	Granted/Registered	Core
Case14-US1	7763718	Soluble T cell receptor	Granted/Registered	Core
Case14-ZA	2004/1197	Soluble T cell receptor	Granted/Registered	Core
Case 18 scTCR (P53462 / 44172.00.2012)				
Case18-WO	WO2004/033685	Single chain recombinant T cell receptors	International phase complete	Core

Case18-AU	2003271904	Single chain recombinant T cell receptors	Granted/Registered	Core
Case18-CA	2501870	Single chain recombinant T cell receptors	Granted/Registered	Core
Case18-CN	200380101143.1	Single chain recombinant T cell receptors	Granted/Registered	Core
Case18-EP	03753742.0	Single chain recombinant T cell receptors	Under Examination	Core
Case18-JP	4436319	Single chain recombinant T cell receptors	Granted/Registered	Core

Case18-IL	167652	Single chain recombinant T cell receptors	Granted/Registered	Core
Case18-IN	227369	Single chain recombinant T cell receptors	Granted/Registered	Core
Case18-NO	2005/2198	Single chain recombinant T cell receptors	Under Examination	Core
Case18-NZ	539225	Single chain recombinant T cell receptors	Granted/Registered	Core
Case18-RU	2355703	Single chain recombinant T cell receptors	Granted/Registered	Core
Case18-US	7569664	Single chain recombinant T cell receptors	Granted/Registered	Core
Case18-ZA	2005/02927	Single chain recombinant T cell receptors	Granted/Registered	Core
Case 19 phage display (P53469 / 44172.00.2009)				
Case19-WO	WO2004/044004	T cell receptor display	International phase complete	Core
Case19-AU	2003276403	T cell receptor display	Granted/Registered	Core
Case19-AU1	2010202953	T cell receptor display	Granted/Registered	Core
Case19-CA	2505558	T cell receptor	Under Examination	Core

		display		
Case19-CA1	TBC	T cell receptor display	Under Examination	Core
Case19-CN	ZL200380102928.0	T cell receptor display	Granted/Registered	Core
Case19-CN1	CN101935636A	T cell receptor display	Abandoned	Core
Case19-EP	1558643	T cell receptor display	EP Granted (AT, BE, CH, CZ, DE, DK, ES, FI, FR, GB, GR, IE, IT, NL, PT, SE, TR)	Core
Case19-EP1	09001469.7	T cell receptor display	Under Examination	Core
Case19-IL	167745	T cell receptor display	Granted/Registered	Core
Case19-IN	232673	T cell receptor display	Granted/Registered	Core
Case19-JP	4975324	T cell receptor display	Granted/Registered	Core
Case19-NO	20052743	T cell receptor display	Granted/Registered	Core
Case19-NZ	539226	T cell receptor display	Granted/Registered	Core
Case19-NZ1	570811	T cell receptor display	Granted/Registered	Core
Case19-RU	2346004	T cell receptor display	Granted/Registered	Core
Case19-US1	US 2010-0113300 A1	T cell receptor display	Under Examination	Core
Case19-ZA	2005/03336	T cell receptor display	Granted/Registered	Core
Case 30 CD1 binding mTCRs (P53507 / 44172.00.2013)				
Case30-WO	WO2004/074322	Modified T cell Receptor	International phase complete	Full Application
Case30-AU	2003254443	Modified T cell Receptor	Granted/Registered	Full Application
Case30-CA	2516702	Modified T cell Receptor	Granted/Registered	Full Application
Case30-CN	ZL 03826014.X	Modified T cell Receptor	Granted/Registered	Full Application
Case30-EP	1594896	Modified T cell Receptor	Granted/Registered (DE, FR, GB)	Full Application
Case30-JP	4478034	Modified T cell Receptor	Granted/Registered	Full Application
Case30-NZ	541596	Modified T cell Receptor	Granted/Registered	Full Application
Case30-US	7666604	Modified T cell Receptor	Granted/Registered	Full Application
Case30-ZA	2005/06516	Modified T cell Receptor	Granted/Registered	Full Application
Case 53 CDR2 (P53600 / 44172.00.2010)				
Case53-WO	WO2005/114215	Method of improving T cell receptors	International phase complete	Core
Case53-AU	2005246073	Method of improving T	Granted/Registered	Core

		cell receptors		
Case53-CA	2567349	Method of improving T cell receptors	Granted/Registered	Core
Case53-CN	200580015878.1	Method of improving T cell receptors	Granted/Registered	Core
Case53-EP	1756278	Method of improving T cell receptors	EP Granted (CH, DE, FR, GB, IE)	Core
Case53-HK	1105995	Method of improving T cell receptors	Granted/Registered	Core
Case53-JP	4972549	Method of improving T cell receptors	Granted/Registered	Core
Case53-NZ	550815	Method of improving T cell receptors	Granted/Registered	Core
Case53-US	7608410	Method of improving T cell receptors	Granted/Registered	Core

Case53-ZA	2006/09462	Method of improving T cell receptors	Granted/Registered	Core
Case 58 mTCR adoptive therapy (P53612 / 44172.00.2003)				
Case58-WO	WO2006/000830	Cells expressing a modified T cell receptor	International phase complete	Full Application
Case58-EP	1791865	Cells expressing a modified T cell receptor	EP Granted (AT, BE, CH, DE, DK, ES, FR, GB, IE, IT, LU, NL, SE)	Full Application
Case58-JP	2007-518692	Cells expressing a modified T cell receptor	Under Examination	Full Application
Case58-US	8361794	Cells expressing a modified T cell receptor	Granted/Registered	Full Application
Case58-US1	13/716817	Cells expressing a modified T cell receptor	Under Examination	Full Application
Case 74 HIV gag (P53593 / 44172.00.2007)				
Case74-WO	WO2006/103429	High affinity HIV T cell receptors	International phase complete	Full Application
Case74-AU	2006228308	High affinity HIV T cell receptors	Granted/Registered	Full Application
Case74-AU1	2012211503	High affinity HIV T cell receptors	Under Examination	Full Application

Case74-AU2	TBC	High affinity HIV T cell receptors	Under Examination	Full Application
Case74-CA	2602463	High affinity HIV T cell receptors	Under Examination	Full Application
Case74-CN	200680011470.1	High affinity HIV T cell receptors	Under Examination	Full Application
Case74-CN1	201210563915.4	High affinity HIV T cell receptors	Under Examination	Full Application
Case74-EP	06726555.3	High affinity HIV T cell receptors	Under Appeal	Full Application
Case74-EP1	10008612.3	High affinity HIV T cell receptors	Under Examination	Full Application
Case74-EP2	10014971.5	High affinity HIV T cell receptors	Under Examination	Full Application
Case74-JP	2008-503585	High affinity HIV T cell receptors	Under Examination	Full Application
Case74-JP1	2012-49174	High affinity HIV T cell receptors	Under Examination	Full Application
Case74-NZ	561338	High affinity HIV T cell receptors	Granted/Registered	Full Application
Case74-NZ1	584523	High affinity HIV T cell receptors	Granted/Registered	Full Application
Case74-US	8378074	High affinity HIV T cell receptors	Granted/Registered	Full Application
Case74-US1	11/733545	High affinity HIV T cell receptors	Under Examination	Full Application
Case74-ZA	2007/08037	High affinity HIV T cell receptors	Granted/Registered	Full Application
Case 77 Melan A (P53578 / 44172.00.2006)				
Case77-WO	WO2006/129085	High affinity Melan-A T cell receptors	International phase complete	Full Application
Case77-AU	2006253941	High affinity Melan-A T cell receptors	Granted/Registered	Full Application
Case77-CA	2610786	High affinity Melan-A T cell receptors	Under Examination	Full Application
Case77-CN	ZL200680019562.4	High affinity Melan-A T cell receptors	Granted/Registered	Full Application
Case77-EP	06744042.0	High affinity	Under Examination	Full

		Melan-A T cell receptors		Application
Case77-JP	2008-514187	High affinity Melan-A T cell receptors	Abandoned	Full Application
Case77-US	8217144	High affinity Melan-A T cell receptors	Granted/Registered	Full Application
Case 82 VYG Telomerase (P53589 / 44172.00.2014)				
Case82-WO	WO2006/125962	T cells receptors which specifically bind to VYGFVRACL-HLA-24	International phase complete	Full Application

Case82-CN	200680018255.4	T cells receptors which specifically bind to VYGFVRACL-HLA-24	Granted/Registered	Full Application
Case82-EP	1885754	T cells receptors which specifically bind to VYGFVRACL-HLA-24	Granted/Registered (DE, ES, FR, GB, IT)	Full Application
Case82-JP	5149789	T cells receptors which specifically bind to VYGFVRACL-HLA-24	Granted/Registered	Full Application
Case82-US	8017730	T cells receptors which specifically bind to VYGFVRACL-HLA-24	Granted/Registered	Full Application
Case 91 kinetic window (P53583 / 44172.00.2004)				
Case91-WO	WO2008/038002	T Cell Therapies	International phase complete	Full Application
Case91-EP	07823938.1	T Cell Therapies	Under Examination	Full Application
Case91-US	12/443078	T Cell Therapies	Under Examination	Full Application
Case 120 alanine scanning (P56242)				
Case120-GB	1223172.6	Method of identifying cross reactive peptides	Application filed	Core
Case 121 Improved TCR Isolation Method (P56602 / 44172.00.2018)				
Case121-	1304687.5	Method of Identifying TCRs	Application Filed	Core

GB				
Case121-US	61/788,491	TCR Libraries	Provisional application filed	Core

SCHEDULE 2

know-how

know-how shall include the following:

1. confidential information relating to the selection of target peptide-MHCs;
2. T-cell lines and clones;
3. Genes encoding T-cell receptors and vectors encoding such genes;
4. confidential information relating to T-cell receptor design, engineering and production by any method;
5. confidential information relating to production of soluble T-cell receptors;
6. confidential information relating to production of soluble T-cell receptors linked to other reagents;
7. confidential information relating to the determination of the affinity and kinetic characteristics of T-cell receptors/pMHC interactions;
8. confidential information relating to the transfection of cells with genes encoding T-cell receptors including transfected cell lines;
9. confidential information relating to phage display-based generation and selection of high affinity T-cell receptors;
10. confidential information relating to the design, conduct and interpretation of T cell assays with soluble T-cell receptors or adoptively transferred T-cell receptors in cells;

SCHEDULE 3

PATENT PROCESS

Where any Notification is received under Clause 4.2 of this Agreement, any resulting patent or patent application will be filed, prosecuted and maintained in accordance with the following process. Performance of and decisions taken in relation to any notified invention, Provisional Application, Full Application or Later Application may be recorded and approved in accordance with the template set out in Schedule 5.

In relation to Licensed Patents filed as at the Effective Date, Schedule 3 shall apply to such patents and patent applications in accordance with the designation set out in Schedule 1.

1. Any Notification shall specify a summary of the invention in relation to which the patent application is proposed to be filed.

2. The Parties may agree not to file a patent application in relation to any Notification. If no patent application is filed then the relevant invention shall be maintained as confidential in accordance with Clause 7 of this Agreement.

3. Where the Parties do not agree to maintain the notified invention as confidential, then Immunocore shall be responsible for the filing of the patent application ("**Provisional Application**"). The Provisional Application shall be filed in the joint names of both Parties.

4. The Parties will use all reasonable endeavours to agree the contents of the Provisional Application within 3 months of original notification under paragraph 1 above (or where any Provisional Application is being filed or re-filed in accordance with paragraph 5 below, within a period of twelve (12) months from filing date of original Provisional Application). Any disagreement as to scope and content of Provisional Application shall be resolved in favour of Adaptimmune. The Provisional Application shall be filed as a minimum with the UK Intellectual Property Office.

5. Within a period of twelve (12) months from filing date of Provisional Application the Parties shall agree whether to (a) file a full patent application or applications corresponding to the Provisional Application; or (b) add additional matter to any Provisional Application; or (c) withdraw any Provisional Application and maintain the contents and invention as confidential; or (d) withdraw any Provisional Application and re-file the same application or a variation of such application. Where the Provisional Application or a variation of such application is re-filed the provisions of this Schedule 3 shall apply as if such re-filed application was the first Provisional Application. The content of any additional matter added to any Provisional Application shall be agreed by both Parties. Any disagreement as to whether or not the Provisional Application is withdrawn, a full patent application filed or the Provisional Application re-filed or the content of any Provisional Application shall be resolved in favour of Adaptimmune.

6. Where the Parties agree to file a full patent application or applications corresponding to any Provisional Application, Immunocore shall file a full patent application or applications corresponding to the Provisional Application ("**Full Application**"). Both Parties will use reasonable endeavours to agree on the contents of the Full Application. Any disagreement as to scope and content of Full Application will be resolved in favour of Adaptimmune if the Full

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Application contains Adaptimmune-only mutations. If the content of the Full Application contains both Immunocore and Adaptimmune mutations, any disagreement as to scope and content of the Full Application shall be resolved in favour of Immunocore save that Immunocore shall be obliged to include all mutations or combinations of mutations in the Full Application as are requested to be included by Adaptimmune. For the avoidance of doubt, the Full Application may be identical in content to the Provisional Application.

7. The Full Application shall be filed as an application in accordance with the Patent Co-operation Treaty. The Full Application shall be filed in the joint names of both Parties. The Parties shall agree which filing strategy is appropriate in each case. In the event of any failure to agree, an application in accordance with the Patent Co-operation Treaty at the UK Intellectual Property Office shall be filed as far as possible specifying all Patent Co-operation Treaty countries.

8. Immunocore shall be responsible for the filing, prosecution and maintenance of the Full Application in accordance with the following:

   a. use best endeavours to file, obtain and maintain valid patents pursuant to the Full Application so as to secure the broadest monopoly reasonably available in the countries chosen by Immunocore after consultation with Adaptimmune. Such countries shall include as a minimum the Required Countries unless otherwise agreed with Adaptimmune in writing;
   b. ensure that Adaptimmune is kept fully informed, and consult with Adaptimmune in relation to all matters relating to the filing, prosecution and maintenance of the Full Application; and
   c. supply Adaptimmune with copies of all correspondence to and from Patent Offices in respect of the Full Application, including copies of all documents generated in or with such correspondence.

9. Where any later filed patent application relates to the same TCR or subject matter as any previously filed Provisional Application or Full Application ("**Later Application**"), the following will apply:

   a. The Parties shall use reasonable endeavours to agree on the contents of the Later Application within thirty (30) days of notification of Later Application under paragraph 1. Any disagreement as to scope and content of Later Application shall be resolved in favour of Immunocore save that Immunocore shall be obliged to include all mutations or combinations of mutations in the Later Application as are requested to be included by Adaptimmune;
   b. Prior to publication of the subject matter of the earlier of the Provisional Application or Full Application, the Parties shall discuss and agree whether the Provisional Application, Full Application and any Later Application should be withdrawn and re-filed to incorporate subject matter and/or claims from all of the Provisional Application, Full Application and Later Application. The Parties agree that where any Full Application or Later Application which has been filed relates to any Adaptimmune Product in relation to which clinical trials have been started or in relation to which a clinical trial is pending, the Full Application or Later Application shall not be withdrawn and re-filed.
   c. Where the Parties do not agree in relation to the withdrawal and re-filing of the Provisional Application, Full Application and any Later Application or the contents of any re-filed Later Application, Immunocore shall have the right to file the Later Application but shall be obliged to include all mutations or combinations of mutations requested to be included by

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Adaptimmune. Adaptimmune shall provide all its requested mutations and combinations of mutations within fourteen (14) days of written request from Immunocore. Pending receipt of such request, Immunocore will not file the Later Application or do anything which may jeopardise the filing, prosecution or maintenance of the Later Application.

   d. Where the Parties agree that the Later Application should be withdrawn, Immunocore will withdraw the Later Application prior to its publication and the contents shall be maintained as confidential in accordance with Clause 7 of this Agreement. The Provisional Application and/or Full Application shall continue to be filed, maintained and prosecuted in accordance with paragraph 7 above.

10. Where the Parties agree to withdraw any Full Application and/or Provisional Application and/or Later Application and re-file or file the Later Application, the Parties shall use reasonable endeavours to agree the subject matter of such Later Application within a period of thirty (30) business days from agreement to withdraw and re-file. Any dispute shall be resolved in favour of Immunocore save that Immunocore shall be obliged to

include all mutations or combinations of mutations in the Later Application as are requested to be included by Adaptimmune within such thirty (30) day period. Once the contents of the Later Application are agreed or deemed agreed, Immunocore shall be responsible for the filing, prosecution and maintenance of the Later Application. The Later Application shall be filed in the joint names of the Parties and Immunocore shall file, prosecute and maintain such application in accordance with the following:

a. use best endeavours to file, obtain and maintain valid patents pursuant to the Later Application so as to secure the broadest monopoly reasonably available in the countries chosen by Immunocore after consultation with Adaptimmune. Such countries shall include as a minimum the Required Countries unless otherwise agreed with Adaptimmune in writing;
b. ensure that Adaptimmune is kept fully informed, and consult with Adaptimmune in relation to all matters relating to the filing, prosecution and maintenance of the Later Application; and
c. supply Adaptimmune with copies of all correspondence to and from Patent Offices in respect of the Later Application, including copies of all documents generated in or with such correspondence.

Immunocore shall not be entitled to remove any mutations or combinations of mutations from the claims of any Later Application or re-filed Later Application (or any patent, patent application, divisional or continuation of such Later Application or re-filed Later Application) without the prior written consent of Adaptimmune unless any relevant patent office has provided a final non-appealable opinion that such mutation or combination of mutations is not patentable or capable of patent protection.

11. Immunocore shall maintain Granted Patents in accordance with the following:

a. Use best endeavours to maintain valid patents pursuant to the Granted Patents to the extent valid patents have not already been granted as at the Effective Date;
b. Pay all renewal and grant fees associated with such Granted Patents in the country in which such Granted Patent has been granted as at the Effective Date or in relation to which the Granted Patent is granted subsequent to the Effective Date;

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c. Ensure that Adaptimmune is kept fully informed of any substantive communications in relation to such Granted Patents including communications and payment of renewal and grant fees.

The provisions of paragraphs 1-10 of this Schedule 3 shall not apply to any Granted Patents.

12. There shall be no obligation on either Party to maintain, prosecute, seek to re-instate, reissue or otherwise re-file any Lapsed Patent (as designated in accordance with Schedule 1) and the obligations set out under Schedule 3 shall not apply to any Lapsed Patents.

13. Immunocore shall file, prosecute and maintain Core Patents in accordance with the following:

a. Use best endeavours to file, obtain and maintain valid patents pursuant to the Core Patents so as to secure the broadest monopoly reasonably available in countries chosen by Immunocore, but at a minimum including the Required Countries unless otherwise agreed in writing with Adaptimmune;
b. To the extent such Core Patents are granted in any countries as at the Effective Date, to pay all renewal and grant fees associated with such granted Core Patents in the country in which such Core Patent has been granted as at the Effective Date;
c. Ensure that Adaptimmune is kept fully informed and to the extent reasonably possible consult with Adaptimmune in relation to any substantive communications to or from any Patent Office in relation to such Core Patents.

Adaptimmune understands and accepts that subject to the obligations imposed under this paragraph 13, Immunocore has the final decision in relation to the content of the Core Patents and the content of any communications relating to such Core Patents with any Patent Office.

The provisions of paragraphs 1-10 of this Schedule 3 shall not apply to any Core Patents.

14. Adaptimmune will reimburse Immunocore, within 30 days of the date of an invoice from Immunocore, for fifty per cent (50%) of the reasonable costs (including patent agent costs), fees and charges incurred by Immunocore in the course of filing, prosecuting and maintaining the patents and patent applications in accordance with this Schedule 3 (including as relevant Granted Patents and Core Patents). Such invoice will set out an itemised list of the costs incurred by Immunocore to a level of detail reasonably satisfactory to Adaptimmune. Adaptimmune may also request copies of invoices received from third Parties including patent agent costs.

15. If, at any time during the term of this Agreement, either Party ("Notifying Party") no longer wishes to prosecute, file or maintain any of the Licensed Patents, it shall provide at least thirty (30) days' notice to the other Party ("Recipient Party"). The Recipient Party shall be entitled in its sole discretion to take over and prosecute, file and maintain any notified patent or patent application. The Recipient Party shall make such decision within thirty (30) days of receiving notice from the Notifying Party. The Notifying Party shall assign its rights in such notified patent or patent application to the Recipient Party and the Notifying Party agrees to use all reasonable endeavours to

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consent to and procure the signing of all documentation required to transfer full title in the notified patent or patent application to the Recipient Party. Following assignment, the Recipient Party shall be solely responsible for controlling and paying all the costs of prosecution, filing and maintenance of the assigned patent or patent application. Following assignment the Notifying Party shall have no further interest in the invention and patent or patent application shall be removed from the definition of Licensed Patents.

16. Where Recipient Party states in writing that it does not want to take over and prosecute, file and maintain any patent or patent application notified under paragraph 15 above, Notifying Party shall be entitled to allow such patent or patent application to lapse either through non-response to any office action or through non-payment of any fees due and payable in relation to such patent or patent application or by withdrawal of such patent or patent application. Where such patent or patent application has not been published as of the date the Recipient Party states it does not want to take over the prosecution, filing and maintenance, the Notifying Party shall use reasonable efforts to procure lapse or withdrawal of the Licensed Patent prior to its publication.

17. Prior to any decision being made by Recipient Party under paragraph 15 above, Immunocore or as relevant Adaptimmune (where Adaptimmune has taken over filing, prosecution and maintenance under paragraph 20 below) shall continue to prosecute, file and maintain the relevant patent or patent application in accordance with paragraphs 8, 10, 11 and 13 above (as relevant) and shall not do anything to jeopardise the filing, prosecution and maintenance of such patent or patent application.

18. Each Party will inform the other Party promptly if it becomes aware of any opposition, revocation, re-examination, interference or other action attacking or challenging the validity of any of the Licensed Patents. Where such challenge relates solely to claims covering Adaptimmune Licensed Products, Adaptimmune shall be entitled (but not obliged) to defend any such challenge. Where such challenge relates solely to claims covering Immunocore Licensed Products, Immunocore shall be entitled (but not obliged) to defend any such challenge. Where any challenge does not relate solely to either the Immunocore Licensed Products or the Adaptimmune Licensed Products or there is any dispute as to such, then (a) Adaptimmune shall be entitled (but not obliged) to defend any such challenge in relation to Provisional or Full Applications and Immunocore agrees to assist Adaptimmune in any such defence; and (b) Immunocore shall be entitled (but not obliged) to defend any such challenge in relation to any re-filed Later Application, Later Application, Granted Patent or Core Patent and Adaptimmune agrees to assist Immunocore in such defence. Where reasonably possible each Party will act in the best interests of the other Party in defending any such challenge.

19. Each Party will inform the other Party promptly if it becomes aware of any infringement or potential infringement of any of the Licensed Patents in the Field, and the Parties will consult with each other to decide the best way to respond to such infringement. If the Parties fail to agree on a joint programme of action (and as relevant the sharing of costs in relation to such joint programme) within 14 days of notification of infringement or potential infringement then the following shall apply:
    a. (i) Adaptimmune shall be entitled (but not obliged) to take action against the third Party at its sole expense for any infringement or potential infringement where such infringement or potential infringement relates to any product that contains cells that are transfected with genes encoding TCRs including any product containing cells that may also be transfected

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with one or more additional other molecules as well (whether transfected at the same time or by the same means as the TCRs or not); and (ii) any process, service or method relating solely to any product that contains cells that are transfected with genes encoding TCRs, in each case excluding any infringement or potential infringement of any Core Patent;

b. Immunocore shall be entitled (but not obliged) to take action against the third Party at its sole expense for any infringement or potential infringement where such infringement or potential infringement relates to (i) any product that contains Soluble TCRs and any process, service or method relating to such a product; and (ii) any Core Patent.

c. The other Party agrees to be joined in any suit to the extent necessary to enforce such rights subject to being reimbursed and secured in a reasonable manner as to any costs, damages, expenses, or other liability and shall have the right to be separately represented by its own counsel at its own expense.

20. Should Immunocore fail to file, maintain or prosecute any patent or patent application in accordance with this Schedule 3, Adaptimmune may provide Immunocore with thirty (30) days' notice of such failure. Where such failure is not corrected within the thirty (30) day notice period, Adaptimmune may serve a further written notice to take over the filing, prosecution and maintenance of such Licensed Patents. Immunocore shall provide all reasonable assistance required by Adaptimmune in relation to the transition of the filing, prosecution and maintenance of such patents and/or patent applications to Adaptimmune.

21. Where Adaptimmune takes over the filing, prosecution and maintenance of any of the patents or patent applications under paragraph 20 above, paragraph 14 shall cease to apply. Adaptimmune will file, prosecute and maintain any patents or patent applications in accordance with the obligations previously imposed on Immunocore. Immunocore will reimburse Adaptimmune, within thirty (30) days of the date of an invoice from Adaptimmune, for fifty per cent (50%) of the reasonable costs (including patent agent costs), fees and charges incurred by Adaptimmune in the course of filing, prosecuting and maintaining patent and patent applications under this Schedule 3. Such invoice will set out an itemised list of the costs incurred by the Adaptimmune to a level of detail satisfactory to the Immunocore. Immunocore may also request copies of invoices received from third Parties including patent agent costs.

22. This Schedule 3 shall apply to the filing of patents and patent applications in relation to Results, Know-How or the Licensed Patents both during the term of this Agreement and following any termination or expiry of this Agreement.

Schedule 4A

Project Schedule Template

The following information should be agreed between the Parties in relation to any Project covered by this Agreement:

Project start date	**[Insert start date, if known]**
Project ID	**[Insert unique Project ID]**
Project TCR Source	**[Insert details of TCR receptor or receptors source]**
Target	**[Insert detail of relevant target or targets]**
Project Scope	**[insert details of scope of project]**
MHC Allele	**[Insert details of MHC allele]**
Sequence of wt epitope	**[Insert wt sequence details]**
TRAV	
TRBV	
In-licensed	**[Insert indication as to whether any IP or materials have been in-licensed]**

Project Details	**[Insert scope of project e.g. research and determination of possible mutations in relation to listed TCR's]**
Project Deliverables	**[Insert project deliverables]**
Project manager assigned by Immunocore	**[Insert name of project manager]**
Project manager assigned by Adaptimmune	**[Insert name of project manager]**
Assignment of tasks and project timelines	**[Insert list of tasks to be completed by each Party along with timelines]**
Project Completion	**[Insert when project will be completed and likely end date].**
Agreed to be a Project under Exclusive Licence by Immunocore	**Signature:** **Name:** **Date:**
Agreed to be a Project under Exclusive Licence by Adaptimune	**Signature:** **Name:** **Date:**

Schedule 4B

Projects agreed as at Effective Date

Unique ID	TCR Source	Target	MHC allele	Sequence of wt epitope	In-licensed?
c001	***	***	***	***	***
c002	***	***	***	***	***
c003	***	***	***	***	***
c004	***	***	***	***	***
c005	***	***	***	***	***
c006	***	***	***	***	***
c007	***	***	***	***	***
c008	***	***	***	***	***
c009	***	***	***	***	***
c010	***	***	***	***	***
c011	***	***	***	***	***
c012	***	***	***	***	***
c013	***	***	***	***	***
c014a	***	***	***	***	***
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c027	***	***	***	***	***
c018	***	***	***	***	***
c019	***	***	***	***	***
c020	***	***	***	***	***
c017	***	***	***	***	***
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c090	***	***	***	***	***

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

SCHEDULE 5

PATENT PROCESS TEMPLATE

This template may be completed for each new patent family/ notification to record steps taken in accordance with this Agreement and, in particular, Schedule 3 of this Agreement. Should there be any conflict between any template and Schedule 3, the provisions of Schedule 3 shall supersede and override any template unless Schedule 3 is explicitly stated to be amended and such amendment is agreed to in writing by both Parties.

Immunocore agrees to use reasonable endeavours to complete this template and provide a copy to Adaptimmune following any changes or updates to this template.

Step in patent process procedure.	**Action/ decision**	**Authorisation by Parties**
Assigned family number: **Granted patent details when available:**		
Notification of invention	**Notification made by:**	
	Notification date:	
	Notification relates to same TCR or subject matter as previously filed application: see template for *[insert application details/ family number*] for further information.	
	Decision to maintain invention as confidential:	**Agreed by Immunocore:** **Signature:** **Date:** **Agreed by Adaptimmune** **Signature:** **Date:**
	Decision to file patent application:	**Agreed by Immunocore:** **Signature:** **Date:** **Agreed by Adaptimmune** **Signature:** **Date:**

	N.B. Where no agreement is reached between the Parties: patent application will be filed.	
Provisional Application filed	**Provisional Application details:** **Date filed:**	**Content agreed by Immunocore:** **Signature:** **Date:** **Content agreed by Adaptimmune** **Signature:** **Date:**

	N.B. Any dispute as to content to be resolved in favour of Adaptimmune.	
Provisional Application withdrawn	**Provisional Application details:** **Date withdrawn:**	**Agreed by Immunocore:** **Signature:** **Date:** **Agreed by Adaptimmune** **Signature:** **Date:**
	N.B. Any dispute to be resolved in favour of Adaptimmune.	
Provisional Application withdrawn and re-filed	**Provisional Application details:** **Date withdrawn:** **Date new provisional filed:** **New Provisional Application details:**	**Agreed by Immunocore:** **Signature:** **Date:** **Agreed by Adaptimmune** **Signature:** **Date:**
	N.B. Any dispute to be resolved in favour of Adaptimmune.	
Full Application filed	**Full Application details:** **Date filed:**	**Content agreed by Immunocore:** **Signature:**

		Date: **Content agreed by Adaptimmune** **Signature:** **Date:**
	N.B. Any dispute as to content to be resolved in favour of Adaptimmune.	
Later Application notified	**Notification made by:**	
	Notification date:	
	Provisional Application to be withdrawn: **Date withdrawn:**	**Agreed by Immunocore:** **Signature:** **Date:** **Agreed by Adaptimmune** **Signature:** **Date:**

	Full Application to be withdrawn: **Date withdrawn:**	**Agreed by Immunocore:** **Signature:** **Date:** **Agreed by Adaptimmune** **Signature:** **Date:**
	Later Application to be re-filed:	**Agreed by Immunocore:** **Signature:** **Date:** **Agreed by Adaptimmune** **Signature:** **Date:**
	Later Application re-filed: **Application details:**	**Content agreed by Immunocore:** **Signature:**

	Date filed:	**Date:** **Content agreed by Adaptimmune** **Signature:** **Date:**
	N.B. Where no agreement on withdrawal of Provisional Application or Full Application, Immunocore can file Later Application but must include all Adaptimmune requested mutations: **Date Later Application filed:** **Application details:**	
Responses to Official Actions/ Search Reports/ Examination reports	**Details of office action/ notification etc:**	**Response agreed by Immunocore:** **Signature:** **Date:** **Response agreed by Adaptimmune** **Signature:** **Date:**
Changes to claim scope	**Details of changes made/ response to office action/ opposition:**	**Changes agreed by Immunocore:** **Signature:** **Date:** **Changes agreed by Adaptimmune** **Signature:** **Date:**
Notification that either Party wishes to cease being involved in prosecuting/ filing or maintaining any Licensed Patent	**Notification made by:** **Notification date:** **Licensed Patent(s) affected:**	**Agreement by other Party to take over prosecution, filing and maintenance of Licensed Patent:** **Signature:** **Date:**

	Date title to patent transferred to Party taking over prosecution, filing and maintenance of Licensed Patent:	
	If Party is not taking over prosecution, filing and maintenance of Licensed Patent, date of lapse or withdrawal:	

*****Text Omitted and Filed Separately with the Securities and Exchange Commission. Confidential Treatment Requested under 17 C.F.R. Sections 200.80(b)(4) and 230.406**

SUB-LICENSE AGREEMENT

Between

ADAPTIMMUNE LIMITED
(as licensee)

And

LIFE TECHNOLOGIES CORPORATION
(as licensor)

SUB-LICENSE AGREEMENT

This Sub-License Agreement (hereinafter called "SUB-LICENSE"), effective as of the EFFECTIVE DATE, is by and between Adaptimmune Limited, incorporated in the United Kingdom, whose registered office is at at 9400 Garsington Road, Oxford Business Park, Oxford, OX4 2HN, UK with a place of business at 57c Milton Park, Abingdon, Oxon, OX14 4RX, United Kingdom, ("ADAPTIMMUNE"), and Life Technologies Corporation, a Delaware corporation ("LTC") whose headquarters are located at 5791 Van Allen Way, Carlsbad, CA, 92008. Each of ADAPTIMMUNE and LTC is a "PARTY" hereunder, and may be collectively referred to as the "PARTIES".

WITNESSETH:

WHEREAS, NAVY, UM, DFCI and LTC have entered into the PARENT LICENSE (as defined below), a redacted copy of which is appended hereto at Exhibit A; and

WHEREAS, the PARENT LICENSORS (defined below) have retained those certain rights specified herein and in the PARENT LICENSE; and

WHEREAS, ADAPTIMMUNE wishes to acquire an exclusive sub-license under the LICENSED PATENTS (as defined below) for the manufacture, use, import, offer for sale and sale of LICENSED T CELL PRODUCTS (as defined below) in the LICENSED TERRITORY (as defined below) in the FIELD (as defined below) in accordance with the provisions of this SUB-LICENSE; and

WHEREAS, ADAPTIMMUNE has agreed that any products embodying the LICENSED PATENTS, LICENSED T CELL PRODUCTS, and/or LICENSED T CELL METHODS (as defined below) or produced through the use of the LICENSED PATENTS, LICENSED T CELL PRODUCTS, and/or LICENSED T CELL METHODS for use or sale in the UNITED STATES (as defined below) will be manufactured substantially in the UNITED STATES.

NOW, THEREFORE, in accordance with and to the extent provided by the aforementioned authorities and in consideration of the foregoing premises and of the covenants and obligations hereinafter set forth to be well and truly performed, and other good and valuable consideration, the PARTIES hereto agree to the foregoing and as follows.

Article 1. DEFINITIONS

The following definitions shall apply to the defined words where such words are used in this SUB-LICENSE.

1.1 "AFFILIATE" means, with respect to (a) LTC, any business entity controlling, controlled by or under common control with LTC, and (b) ADAPTIMMUNE, any business entity controlled by ADAPTIMMUNE, where control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. Notwithstanding the foregoing, any person or entity that would otherwise qualify as an AFFILIATE hereunder by the

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foregoing definition shall not be deemed to be, and shall not be treated as, an AFFILIATE if (i) the primary business of such person or entity is investing in securities, debt or other investment vehicles; or (ii) such person or entity is a portfolio company of a person or entity that satisfies any of the criteria under clause (i). As of the EFFECTIVE DATE, ADAPTIMMUNE has one (1) AFFILIATE, named Adaptimmune LLC, and which is incorporated in the UNITED STATES. For the purpose of this SUB-LICENSE, Immunocore Limited is not an AFFILIATE.

1.2 "APPROVAL OBTAINED" means, with respect to a product or process, that the sale of such product or process or its use in the FIELD in any country has been licensed, cleared or approved by all applicable regulatory or other governmental authority in such country, including the Food and Drug Administration ("FDA") with respect to products or processes sold in the UNITED STATES.

1.3 "AUTOIMMUNE DISEASE" means a condition or disease in which there is an immune system dysregulation whereas an inappropriate immune response against normal tissues presents in the body such that the immune system recognizes such normal tisuues cells as non-self.

1.4 "CANCER" means a malignant neoplasm involving unregulated cell growth which is able to invade other tissues. Specific neoplastic indications are listed in Section 2, Subsections 140 — 209 and Subsections 230 — 239 of the International Classification of Diseases, Ninth Revision, Clinical Modification. (ICD-9-CM; http://icd9cm.chrisendres.com/index.php?action=child&recordid=1059)

1.5 "CHANGE IN CONTROL" means, with respect to a PARTY (a) a sale, lease, or other disposition of all or substantially all of its assets, rights or businesses or sale of substantially all of its intellectual property, each in any transaction or series of transactions, or the acquisition of such PARTY by, or merger, consolidation, reorganization, or business combination (an "EVENT") of a PARTY into or with, another entity in which the stockholders of such PARTY immediately prior to such EVENT do not own, after such EVENT, a majority of the outstanding voting shares of the surviving, purchasing, or newly resulting business entity (a "MERGER TRANSACTION"); or (b) any transaction or series of related transactions to which a PARTY is a party in which in excess of fifty percent (50%) of such PARTY's voting power is transferred; provided, however, any consolidation, business combination, or merger effected exclusively to change the domicile of a PARTY or the issuance of shares by the PARTY in a

transaction whose primary purpose is to raise capital for such PARTY and does not involve any MERGER TRANSACTION, shall not be deemed a CHANGE IN CONTROL.

1.6 "CMO" means a THIRD PARTY manufacturer with whom ADAPTIMMUNE has entered into a written agreement for such THIRD PARTY manufacturer to manufacture certain products solely on behalf of ADAPTIMMUNE.

1.7 "CMO RESTRICTIONS" has the meaning set forth in Section 3.2.

1.8 "COMMERCIAL TCR DEVELOPER" has the meaning set forth in Section 3.10(b).

1.9 "COMMERCIAL DEVELOPMENT PLAN" means that Commercial Development

Plan for the development and marketing of LICENSED T CELL PRODUCTS attached at Exhibit E hereto.

1.10 "DFCI LICENSED PATENTS" means DFCI's rights in the patents and patent applications listed on Exhibit D.

1.11 "DISCLOSER" has the meaning set forth in Section 1.17.

1.12 "EFFECTIVE DATE" of this SUB-LICENSE means December 19, 2012.

1.13 "ENGINEERED T CELL RECEPTOR" means an alpha-beta T cell receptor such that the T —cell engineering platform provides T cells which do not just have their endogenous TCR genes but have been transduced with genes for the expression of an alpha-beta T cell receptor, this being defined as a protein that contains a TCR Alpha Variable Domain and a TCR Beta Variable domain, either of which can be of wild type sequence or mutated in up to 10% of amino acid positions

1.14 " FIELD" means for the ex-vivo activation and expansion of human T-cells containing ENGINEERED T-CELL RECEPTORS for use as a therapy for the TREATMENT of CANCER, INFECTIOUS DISEASE and/or AUTOIMMUNE DISEASE where such therapy comprises: (a) removing a sample containing T-cells from a human patient; (b) isolating T-cells from such sample using LIFE BEAD PRODUCT or similar magnetic beads; (c) transfecting such isolated T-cells with a gene or genes encoding ENGINEERED T-CELL RECEPTORS of known antigen specificity; (d) activating and expanding the population of such engineered T-cells using LIFE BEAD PRODUCT or similar magnet beads; and (e) introducing the expanded, engineered T-cells back into the same patient for TREATMENT of such CANCER, INFECTIOUS DISEASE and/or AUTOIMMUNE DISEASE.

It is understood and agreed that the FIELD ***would not include*** (i) activation or expansion of T-cells modified through gene transfer to specifically modify the T-cells to produce secreted or cell-surface membrane-bound proteins not normally expressed in significant levels by such T-cells, unless the proteins enable the selection, or modify or preserve the function of the T-cells, or (ii) developing, making, using, selling or offering for sale of pharmaceutical products containing CTLA4-Ig or any mutant thereof. For the avoidance of doubt, this FIELD restriction does NOT apply to activation or expansion of T-cells modified through gene transfer with ENGINEERED T CELL RECEPTORS.

1.15 "HHMI" means the Howard Hughes Medical Institute.

1.16 "INFECTIOUS DISEASE" means transmissible diseases or communicable diseases resulting from the infection, presence and growth of pathogenic organisms within an individual host organism.

1.17 "INFORMATION" means, with respect to a PARTY hereto, information marked as "proprietary", "business proprietary", "business confidential information" or other equivalent designation that such PARTY (the "DISCLOSER") provides to the other PARTY (the "RECIPIENT"), and reasonably considers to be of a confidential, proprietary or trade secret

nature, including financial statements and projections, technical reports, royalty reports, customer and supplier information, research, designs, plans, compilations, methods, techniques, processes, procedures, clinical data, patent applications, information pertaining to regulatory filings, and know-how, whether in tangible or intangible form; provided that, for any such information that is to be disclosed to the PARENT LICENSORS pursuant hereto or under the PARENT LICENSE, such information must be marked as "proprietary," "business proprietary," "business confidential information" or other equivalent designation to be protected by such PARENT LICENSORS as "INFORMATION" hereunder or under the PARENT LICENSE. The terms and conditions of this SUB-LICENSE shall be INFORMATION of the PARTIES; as between the PARTIES, the COMMERCIAL DEVELOPMENT PLAN at Exhibit E hereto, any reports or notices provided by ADAPTIMMUNE hereunder shall be INFORMATION of ADAPTIMMUNE, whether or not marked as set forth above. Notwithstanding the foregoing, INFORMATION of a PARTY shall not include information that the RECIPIENT can establish by records:

(a) is within the public domain prior to the time of receipt by the RECIPIENT or thereafter becomes within the public domain other than as a result of disclosure by the RECIPIENT or any of its representatives in violation of this SUB-LICENSE;

(b) was, on or before the date of disclosure, in the possession of the RECIPIENT;

(c) is acquired by the RECIPIENT from a THIRD PARTY having the right to disclose without burden of confidentiality; or

(d) is hereafter independently developed by the RECIPIENT.

1.18 "LICENSED PATENTS" means the NAVY LICENSED PATENTS, the UM LICENSED PATENTS, and the DFCI LICENSED PATENTS, and any patent issuing from any patent application therein, together with any reissues, reexamination certificates, extensions, supplementary protection certificates, or other governmental acts which effectively extend the period of exclusivity by the patent holder, substitutions, confirmations, registrations, revalidations, additions, continuations, divisions, continuations in part and patents of addition (to the extent of claims entitled to the priority of any of the foregoing) of or to any of the foregoing and any foreign counterparts filed or issued in the LICENSED TERRITORY.

1.19 "LICENSED T CELL METHOD" means any method, the practice of which would, but for the grant of the licenses herein, infringe one or more valid claims of a patent that is within the LICENSED PATENTS,whether or not the method or practice includes the use of LIFE BEAD PRODUCTS.

1.20 "LICENSED T CELL PRODUCT" means any T cell product comprised of or containing ENGINEERED T CELL RECEPTORS (a) the manufacture, use, offer for sale, import or sale of which would, but for the grant of the licenses herein, infringe or be covered by one or more valid claims of a patent that is within the LICENSED PATENTS, (b) used with a LICENSED T CELL METHOD, or (c) produced, processed or otherwise manufactured using or with a LICENSED T CELL

METHOD.

1.21 "LICENSED TERRITORY" means any country in the world in which a LICENSED PATENT exists.

1.22 "LIFE BEAD PRODUCT" means certain commercially-available LTC Dynabeads® magnetic bead products made under good manufacturing practices (GMP) and currently offered for sale, sold or otherwise distributed by LTC, its AFFILIATES and/or their respective distributors under the trade name Dynabeads®CD3/CD28 CTS and SKU *** or any future or improved commercially-available versions of the foregoing.

1.23 "MINIMUM ANNUAL ROYALTY" shall have the meaning ascribed in Section 4.2.

1.24 "NAVY LICENSED PATENTS" means NAVY's rights in the patents and patent applications listed in Exhibit B.

1.25 "NET SELLING PRICE" means: the amounts billed or invoiced by ADAPTIMMUNE and its AFFILIATES on sales of LICENSED T CELL PRODUCTS, less deductions for (a) import, export, excise, sales, value added and use taxes, custom duties, freight and insurance invoiced to and/or paid by the purchaser of such LICENSED T CELL PRODUCTS; (b) rebates and trade discounts customarily and actually allowed (other than advertising allowances, and fees or commissions to employees of ADAPTIMMUNE and its AFFILIATES); and (c) credits for returns, allowances or trades, actually granted.

Transfer of LICENSED T CELL PRODUCTS by ADAPTIMMUNE to its AFFILIATE for subsequent resale shall not constitute sale to THIRD PARTIES; provided, however those revenues from sale of LICENSED T CELL PRODUCTS to AFFILIATES for internal non-commercial use shall be included in the determination of NET SELLING PRICE.

There shall be no imputed revenues from (d) promotional free samples, free goods, or other marketing programs whereby LICENSED T CELL PRODUCTS are provided free of charge to promote sales; or (e) use of LICENSED T CELL PRODUCTS for compassionate use or physician-sponsored investigational new drug applications. Furthermore, until such time as a LICENSED T CELL PRODUCT has been licensed or APPROVAL OBTAINED by all applicable regulatory authorities in a given country, transfer of such LICENSED T CELL PRODUCT in or to that country for testing, pre-clinical, clinical or developmental purposes shall be included in the calculation of "NET SELLING PRICE" hereunder only to the extent that consideration received for such LICENSED T CELL PRODUCT exceeds the cost of such LICENSED T CELL PRODUCT.

1.26 "OTHER AGREEMENTS" means that certain license agreement by and between ADAPTIMMUNE and LTC effective as of December 19, 2012 under which LTC licenses certain of its intellectual property relating to simultaneous stimulation and concentration of T-cells and activation and expansion of T-cells and certain rights to certain biological materials ("LTC LICENSE").

1.27 "PARENT LICENSE" means that certain exclusive license agreement among LTC

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as licensee and United States Department of the Navy at the Naval Medical Research Center ("NAVY"), the Regents of the University of Michigan ("UM") and Dana Farber Cancer Institute, Inc. ("DFCI") as owners of the Licensed Patents effective as of September 30, 2008, as amended.

1.28 "PARENT LICENSORS" means, collectively, the NAVY, UM and DFCI.

1.29 "PARENT LICENSORS SHARE" means that portion of the following payments which are agreed by LTC and the PARENT LICENSORS under the PARENT LICENSE.

1.30 "PIVOTAL TRIAL" means any pivotal or registration study or equivalent thereof for the purpose of obtaining regulatory approval or clearance in any jurisdiction as determined or confirmed by the applicable regulatory authority to market, sell and use a LICENSED T CELL PRODUCT within the FIELD.

1.31 "RECIPIENT" has the meaning set forth in Section 1.17.

1.32 "TERM" means the period commencing on the EFFECTIVE DATE and ending on the expiration of the last to expire patent in the LICENSED PATENTS.

1.33 "THIRD PARTY" means any person or entity that is not (i) a PARTY to this SUB-LICENSE, or (ii) an AFFILIATE of a PARTY to this SUB-LICENSE.

1.34 "TREATMENT" means a pharmacological method of ameliorating or curing CANCER, AUTOIMMUNE DISEASE and/or INFECTIOUS DISEASE.

1.35 "UM LICENSED PATENTS" means UM's rights in the patents and patent applications listed on Exhibit C.

1.36 "UNITED STATES" means the United States of America, its territories and possessions, the District of Columbia, and the Commonwealth of Puerto Rico.

1.37 Interpretation. In this SUB-LICENSE, unless the context indicates a contrary intention:

(a) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;

(b) a reference to a PARTY includes that PARTY's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

(c) a reference to a document (including this SUB-LICENSE) is to that document as varied, novated, ratified or replaced from time to time;

(d) a reference to a statute or statutory provision includes a statutory modification or re-enactment of it or a statutory provision substituted for it, and each ordinance, by-law, regulation, rule and statutory instrument (however described) issued under it;

(e) a reference to a PARTY, clause, schedule, exhibit, attachment or annexure is a

reference to a PARTY, clause, schedule, exhibit, attachment or annexure to or of this SUB-LICENSE, and a reference to this SUB-LICENSE includes all schedules, exhibits, attachments and annexures to it;

(f) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(g) whenever this SUB-LICENSE refers to a number of days, such number shall refer to calendar days unless business days are specified; and business days means any day except Saturday and Sunday on which commercial banking institutions in New York, New York are open for business;

(h) "includes" in any form is not a word of limitation but shall be deemed to be followed by the phrase "but not limited to", "without limitation" or words of similar import;

(i) "or" is disjunctive but not necessarily exclusive; and

(j) a reference to "$" or "dollar" is to United States of America currency.

Article 2. GRANT

2.1 As of the EFFECTIVE DATE, and subject to the terms and conditions of this SUB-LICENSE, LTC hereby grants to ADAPTIMMUNE and, subject to Section 2.2, its AFFILIATE specified Section 1.1 herein, and ADAPTIMMUNE hereby accepts:

(a) an exclusive (subject to Sections 2.6 and 6.5), non-sublicensable (except as set forth in Sections 2.2, 2.6 and 3.2), non-transferable (except as set forth in Section 2.5) sublicense under the LICENSED PATENTS to: (i) practice and have practiced LICENSED T CELL METHODS solely to make and have made LICENSED T CELL PRODUCTS solely in the FIELD in the LICENSED TERRITORY, in each case by/solely for ADAPTIMMUNE and/or by a CMO subject to the CMO RESTRICTIONS, and (ii) use and have used, offer for sale and have offered for sale, sell and have sold, import and have imported LICENSED T CELL PRODUCTS solely in the FIELD in the LICENSED TERRITORY.

(b) For clarification purposes, the license grants set forth in this Section 2.1 specifically exclude any rights for ADAPTIMMUNE or any of its AFFILIATES or CMOs to make, have made, offer for sale, have offer for sale, sell or have sold any LIFE BEAD PRODUCT or any other LTC product(s).

2.2 ADAPTIMMUNE shall have the right to extend the grant in Section 2.1 to ADAPTIMMUNE'S AFFILIATE listed in Section 1.1, subject to the following: (a) no such AFFILIATE may be directly or indirectly controlled by a foreign (to the United States) government; (b) each such AFFILIATE has agreed in writing to comply with the terms and conditions of this SUB-LICENSE and ADAPTIMMUNE provides notice and a copy of the foregoing to LTC, and (c) any breach of this SUB-LICENSE by any AFFILIATE of ADAPTIMMUNE shall be deemed a breach of this SUB-LICENSE by ADAPTIMMUNE (and such AFFILIATE).

2.3 ADAPTIMMUNE will notify its purchasers, and require its AFFILIATES to do likewise, via a label license and product literature accompanying the LICENSED T CELL

PRODUCT that use of LICENSED T CELL PRODUCT is prohibited for (i) the activation or expansion of T-cells modified through gene transfer to specifically modify the T-cells to produce secreted or cell-surface membrane-bound proteins not normally expressed in significant levels by such T-cells, unless the proteins enable the selection, or modify or preserve the function of the T-cells, or (ii) the developing, making, using, selling or offering for sale of pharmaceutical products containing CTLA4-Ig or any mutant thereof. For the avoidance of doubt, the label license to purchasers may state that activation or expansion of T-cells modified through gene transfer by purchasers using ADAPTIMMUNE ENGINEERED T CELL RECEPTORS is authorized in LICENSED T CELL PRODUCTS in the FIELD, and this Section 2.3 is not to limit the definition of LICENSED T CELL PRODUCTS.

2.4 ADAPTIMMUNE understands, acknowledges and agrees that no license under any patent or patent application other than LICENSED PATENTS, including with respect to any other patents or intellectual property which any of LTC or the PARENT LICENSORS may own or control, or under any know-how, is or shall be deemed to have been granted under this SUB-LICENSE, either expressly or by implication.

2.5 (a) This SUB-LICENSE is non-assignable by ADAPTIMMUNE without prior written approval of LTC except in connection with assignment of this SUB-LICENSE and the OTHER AGREEMENTS to a THIRD PARTY acquirer pursuant to a CHANGE IN CONTROL; provided that such assignment shall obligate ADAPTIMMUNE to pay a non-refundable, non-creditable assignment fee to LTC of $***, which such assignment fee shall be due and payable within thirty (30) days of such assignment; ADAPTIMMUNE shall provide LTC with written notice of any such permitted assignment at the time of such assignment. All other assignments of this SUB-LICENSE by ADAPTIMMUNE shall be contingent on the prior written approval of LTC, which such approval shall not be unreasonably withheld. Notwithstanding the foregoing, LTC shall provide a response to ADAPTIMMUNE's request for such written approval within thirty (30) days of LTC's receipt of the request. In the event of any assignment of this SUB-LICENSE, the party to which ADAPTIMMUNE assigns this SUB-LICENSE and the OTHER AGREEMENTS shall agree in writing to assume all responsibilities and obligations of ADAPTIMMUNE under this SUB-LICENSE and the OTHER AGREEMENTS, and no further assignment or transfer of this SUB-LICENSE or the OTHER AGREEMENTS is permitted without the prior written permission of LTC, which such approval shall not be unreasonably withheld.

2.6 ADAPTIMMUNE shall have the right to designate, by written notice to LTC which includes applicable contact information, any THIRD PARTY(IES) to whom it has granted a license or similar rights under its intellectual property in the FIELD for a specific LICENSED T CELL PRODUCT. Upon such a designation, LTC shall make available to such designee, without being considered to be in breach of this SUB-LICENSE, license rights to the LICENSED PATENTS in the FIELD on the same terms and conditions (including without limitation MINIMUM ANNUAL ROYALTIES, MILESTONE PAYMENTS, royalties and other financial consideration) described in this SUB-LICENSE in agreement(s) to be entered into between LTC and each such designee. For clarity, in the event ADAPTIMMUNE's designee enters into a license with LTC pursuant to this Section 2.6, (i) MILESTONE PAYMENTS will be due from the party(ies) (ADAPTIMMUNE and/or its designee, as applicable) that achieve(s)

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each such MILESTONE EVENT and there shall be one royalty owed on the NET SELLING PRICE of LICENSED T CELL PRODUCTS by such party(ies) (ADAPTIMMUNE and/or its designee) who sold the LICENSED T CELL PRODUCTS as specified in Section 4.3(g), and (ii) if so requested by ADAPTIMMUNE, LTC shall provide a license to its designee(s) that includes rights beyond the specific LICENSED T CELL PRODUCT(S), to the extent that ADAPTIMMUNE holds such rights under this SUB-LICENSE. The terms offered to any designee licensee shall be no less favorable to such designee(s) than those provided to ADAPTIMMUNE herein. Unless

the THIRD PARTY designated by ADAPTIMMUNE pursuant to this Section 2.6 is in breach of an agreement with LTC or in a dispute resolution, arbitration, mediation or litigation with LTC at the time such THIRD PARTY is so designated, and subject to approval by the PARENT LICENSORS, LTC may not refuse to offer or grant license rights to the LICENSED PATENTS in the FIELD to any THIRD PARTY that is designated or a designee pursuant to this Section 2.6 by ADAPTIMMUNE on exactly the same terms and conditions as set forth in this SUB-LICENSE.

Article 3. ADAPTIMMUNE'S PERFORMANCE

3.1 ADAPTIMMUNE agrees that during the TERM of this SUB-LICENSE, any LICENSED T CELL PRODUCTS for use or sale by ADAPTIMMUNE or its AFFILIATES in the UNITED STATES will be manufactured substantially in the UNITED STATES. Upon request of ADAPTIMMUNE, LTC agrees to use commercially reasonable efforts to obtain the reasonable cooperation of the PARENT LICENSORS under the PARENT LICENSE to obtain a waiver of this requirement from the UNITED STATES government, and, in the event such waiver is obtained, LTC will be deemed to have waived the obligations of this Section 3.1.

3.2 ADAPTIMMUNE will require, and will require each ADAPTIMMUNE AFFILIATE with whom it extends rights under this SUB-LICENSE pursuant to Section 2.2 to require, each CMO who it or such ADAPTIMMUNE AFFILIATE wishes to engage to practice LICENSED T CELL METHODS and/or use LIFE BEAD PRODUCTS to make LICENSED T CELL PRODUCTS solely for the FIELD on behalf of ADAPTIMMUNE to have entered into a written and executed agreement with ADAPTIMMUNE or such ADAPTIMMUNE AFFILIATE that (i) allows such CMO to use LICENSED T CELL METHODS and LIFE BEAD PRODUCTS to make LICENSED T CELL PRODUCTS solely for the FIELD for ADAPTIMMUNE and/or its AFFILIATES (if authorized pursuant to Section 2.2) for ADAPTIMMUNE- and/or such ADAPTIMMUNE AFFILIATE-sponsored clinical trials supporting regulatory approval of such LICENSED T CELL PRODUCTS and/or thereafter for commercial sale by or for ADAPTIMMUNE or any authorized ADAPTIMMUNE AFFILIATE (collectively, the "PURPOSE"), (ii) allows such CMO to make LICENSED T CELL PRODUCTS solely for the PURPOSE, (iii) prohibits such CMO from transferring LIFE BEAD PRODUCTS and/or LICENSED T CELL PRODUCTS to, or using LIFE BEAD PRODUCTS and/or LICENSED T CELL PRODUCTS on behalf of, any THIRD PARTY, (iv) prohibits such CMO from using LIFE BEAD PRODUCTS, LICENSED T CELL PRODUCTS, LICENSED T CELL METHODS, and/or LICENSED PATENTS for the benefit of such CMO other than such use on behalf of ADAPTIMMUNE or an authorized ADAPTIMMUNE AFFILIATE for the PURPOSE, and (v) requires such CMO to return to ADAPTIMMUNE and certify such return in writing, or destroy and certify such destruction in writing, at ADAPTIMMUNE's discretion, all LIFE

BEAD PRODUCTS and LICENSED T CELL PRODUCTS in its possession upon completion or termination of its activities on behalf of ADAPTIMMUNE or such authorized ADAPTIMMUNE AFFILIATE, with a copy of such certification provided to LTC (upon request) (collectively, "CMO RESTRICTIONS"). LTC agrees that within the herein license grant of Sections 2.1 and 2.2, ADAPTIMMUNE and authorized ADAPTIMMUNE AFFILIATES are permitted to enter into CMO agreements as set forth in this Section 3.2. Any CMO using, other than as permitted under this SUB-LICENSE, LIFE BEAD PRODUCTS, LICENSED T CELL PRODUCTS, LICENSED T CELL METHODS, and/or LICENSED PATENTS, which were provided to such CMO by or for ADAPTIMMUNE or an authorized ADAPTIMMUNE AFFILIATE pursuant to this SUB-LICENSE shall be a "CMO IN VIOLATION OF ITS AGREEMENT." ADAPTIMMUNE will immediately notify LTC in writing once it becomes aware (itself or through LTC or a THIRD PARTY) that any CMO is a CMO IN VIOLATION OF ITS AGREEMENT and will promptly notify such CMO in writing that such CMO is a CMO IN VIOLATION OF ITS AGREEMENT. ADAPTIMMUNE agrees that its or any AFFILIATE's continued employment of a CMO that is a CMO IN VIOLATION OF ITS AGREEMENT is conditioned on the CMO curing its status of being a CMO IN VIOLATION OF ITS AGREEMENT within thirty (30) days of transmission of written notice of that status by ADAPTIMMUNE, and that if ADAPTIMMUNE or an ADAPTIMMUNE AFFILIATE continues employment of that CMO if the status is not cured within this specified timeframe, that shall constitute a material breach by ADAPTIMMUNE of this SUB-LICENSE, for which LTC may terminate this SUB-LICENSE pursuant to Section 8.3(e) immediately. If ADAPTIMMUNE terminates a CMO agreement because the CMO is a CMO IN VIOLATION OF ITS AGREEMENT, such CMO shall immediately cease all activity under the CMO agreement and such CMO be prohibitted from continuing and completing any activity which has been actually initiated or planned under the CMO agreement at the time of termination; but, if ADAPTIMMUNE has a need for the CMO to continue and complete that which as been actually initiated under the CMO agreement at the time of termination and deliver the same following said termination, ADAPTIMMUNE shall make such a request in writing to LTC, and LTC shall consider consenting to such a request in its sole reasonable discretion. Notwithstanding the foregoing, ADAPTIMMUNE is responsible for its own performance, and the performance of each of its its AFFILIATES and its and/or their CMOs under or pursuant to this SUB-LICENSE. For the sake of clarity, Adaptimmune LLC is the sole ADAPTIMMUNE AFFILIATE for the purposes of this paragraph 3.2.

3.3 ADAPTIMMUNE will use reasonable commercial efforts to carry out the COMMERCIAL DEVELOPMENT PLAN and, in its scientific and business judgment, to develop and commercialize LICENSED T CELL PRODUCTS. ADAPTIMMUNE shall report such efforts to LTC in accordance with Section 7.1.

3.4 ADAPTIMMUNE agrees to report to LTC within twenty (20) days of ADAPTIMMUNE's discontinuance of making the benefits of the LICENSED PATENTS and/or LICENSED T CELL METHODS reasonably accessible to the UNITED STATES public.

3.5 During the TERM of this SUB-LICENSE, in each calendar year prior to the first commercial sale of a LICENSED T CELL PRODUCT by ADAPTIMMUNE or any of its AFFILIATES, ADAPTIMMUNE agrees to expend no less that *** ($***) on research

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and development directly relating to the commercialization of LICENSED T CELL PRODUCTS during the TERM.

3.6 If ADAPTIMMUNE fails to demonstrate reasonable commercial efforts as required by Sections 3.3 and 3.5 above, LTC or PARENT LICENSORS may provide a written notice to ADAPTIMMUNE specifying the basis for such notice. Upon receipt of such notice, ADAPTIMMUNE shall develop and provide to LTC (and PARENT LICENSORS, if requested) a written plan to cure such failure within ninety (90) days of receipt of such notice. LTC, PARENT LICENSORS (if requested) and ADAPTIMMUNE will mutually agree upon a timetable for performance of such cure plan. If ADAPTIMMUNE fails to diligently implement such written cure plan, LTC and/or PARENT LICENSORS shall be entitled to provide written notice to terminate this SUB-LICENSE if such failure is not cured within a ninety (90) day period following receipt of such notice. Notwithstanding the foregoing, LTC and/or PARENT LICENSORS, as applicable, shall not unreasonably withhold their consent to any revision in the time periods under the COMMERCIAL DEVELOPMENT PLAN whenever requested in writing by ADAPTIMMUNE and supported by evidence of technical difficulties or delays in regulatory processes that are outside of ADAPTIMMUNE's reasonable control.

3.7 Upon the first commercial sale of a LICENSED T CELL PRODUCT, ADAPTIMMUNE will be deemed to have satisfied all diligence obligations under Sections 3.3 and 3.5. ADAPTIMMUNE will, thereafter, continue to make the benefits of the LICENSED T CELL PRODUCTS reasonably accessible to the public for the remainder of the TERM of this SUB-LICENSE.

3.8 In the event ADAPTIMMUNE purchases LIFE BEAD PRODUCTS, ADAPTIMMUNE will purchase all such LIFE BEAD PRODUCTS, including conjugates of antibodies directed against CD3 and CD28, only from LTC or a designated LTC AFFILIATE. Pricing and specifications for the LIFE BEAD PRODUCTS will be commercially reasonable, and mutually agreed upon by the PARTIES; and the PARTIES agree to negotiate such pricing and specifications in good faith.

3.9 LIFE BEAD PRODUCTS. To the extent that ADAPTIMMUNE or its AFFILIATES purchase LIFE BEAD PRODUCTS under a research use only label, (i) ADAPTIMMUNE shall, and shall cause its AFFILIATES to, comply with the use and transfer restrictions under such applicable label license; and (ii) such LIFE BEAD PRODUCTS shall not be used to make or have made LICENSED T CELL PRODUCTS under this SUB-LICENSE.

To the extent that ADAPTIMMUNE or its AFFILIATES wish to purchase LIFE BEAD PRODUCTS for use in connection with clinical trials or for commercialization of LICENSED T CELL PRODUCTS, each of LTC and ADAPTIMMUNE hereby agree to negotiate in good faith to enter into a commercially reasonable supply agreement for the supply of the LIFE BEAD PRODUCTS. Such supply agreement will include commercially reasonable pricing, forecasting, warranties and other commercially reasonable customary terms.

3.10 In accordance with the exclusive nature of this SUB-LICENSE under Section 2.1, from the EFFECTIVE DATE and during the TERM of this SUB-LICENSE.

(a) LTC shall modify the limited use label license associated with LIFE BEAD PRODUCTS to clearly state that there is no explicit or implied license to the purchaser under the LICENSED PATENTS with respect to any commercial, sponsored or for-profit THIRD PARTY activities involving ENGINEERED T CELL RECEPTOR products in the FIELD, and that only strictly academic, not-for-profit, non-commercially-sponsored THIRD PARTY research involving ENGINEERED T CELL RECEPTOR products in the FIELD is permitted.

(b) Any THIRD PARTY engaging in commercial, or for-profit or commercially-sponsored activities involving ENGINEERED T CELL RECEPTOR products in the FIELD is a "COMMERCIAL TCR DEVELOPER". LTC shall not knowingly provide to any COMMERCIAL TCR DEVELOPER LIFE BEAD PRODUCTS for activities involving ENGINEERED T CELL RECEPTOR PRODUCTS in the FIELD within the LICENSED PATENTS, and LTC shall not knowingly provide to any COMMERCIAL TCR DEVELOPER any drug master file cross-reference authorization letter concerning the use of LIFE BEAD PRODUCTS involving ENGINEERED T CELL RECEPTOR products in the FIELD, within the LICENSED PATENTS, in either case without ADAPTIMMUNE'S prior written permission.

3.11 Restrictions

(a) From the EFFECTIVE DATE and during the TERM of this SUB-LICENSE, LTC agrees that LTC shall not knowingly and directly or explicitly or impliedly license or offer to license the LICENSED T CELL METHOD or the LICENSED PATENTS to any COMMERCIAL TCR DEVELOPER for any making, having made, using, having used, selling, having sold, offering to sell, having offered to sell, imported, having imported, exported or having exported any LICENSED T CELL PRODUCTS in the FIELD.

(b) Without the express written permission of ADAPTIMMUNE, LTC shall not knowingly and directly assist any COMMERCIAL TCR DEVELOPER with its interactions with any regulatory agency whose approval is required for the marketing of a LICENSED T CELL PRODUCT in the FIELD, including without limitation, the United States Food & Drug Administration (FDA), the European Medicines Agency (EMEA) or The Medicines and Healthcare products Regulatory Agency (MHRA) of the UK, with respect to any such COMMERCIAL TCR DEVELOPER's activities before such regulatory agency to obtain approval to market a LICENSED T CELL PRODUCT in the FIELD, with it understood that such activities can include without limitation application or pre-application or clinical trial activities, such as, without limitation, Investigational New Drug (IND) applications, New Drug Applications (NDA) Abbreviated New Drug Applications (ANDA), Biologic License Applications (BLA), Pre-IND programs, applications or requests to conduct clinical trials, and the like.

(c) Any breach of any provision of any of Sections 3.10(a), 3.10(b), 3.11(a) or 3.11(b) by LTC shall be considered a material breach by LTC of this SUB-LICENSE, for which ADAPTIMMUNE shall provide LTC written notice which specifies such breach in detail, and provide LTC thirty (30) days to cure such breach. In the event LTC so fails to cure such breach, then, ***

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Article 4. ROYALTIES AND OTHER CONSIDERATION; REPORTS

4.1 License Issue Fee

In partial consideration for the rights granted to ADAPTIMMUNE hereunder, ADAPTIMMUNE shall pay to LTC a non-refundable, non-creditable license issue fee in the amount of six hundred sixty five thousand dollars ($665,000.00) ("LICENSE ISSUE FEE"). Such LICENSE ISSUE FEE is due and payable by ADAPTIMMUNE to LTC within fifteen (15) days of the EFFECTIVE DATE of this SUB-LICENSE.

4.2. Minimum Annual Royalty

During the TERM of this SUB-LICENSE, ADAPTIMMUNE shall pay to LTC a non-refundable minimum annual royalty ("MINIMUM ANNUAL ROYALTY") of: (a) *** dollars ($***) for each full or partial calendar year during which there is no APPROVAL OBTAINED for any LICENSED T CELL PRODUCT, and (b) for the first full calendar year following the date that there is APPROVAL OBTAINED and thereafter, a non-refundable MINIMUM ANNUAL ROYALTY that is equal to fifty percent (50%) of ADAPTIMMUNE's earned running royalties for the sale by ADAPTIMMUNE and its AFFILIATES of such LICENSED T CELL PRODUCTS in the previous calendar year. The MINIMUM ANNUAL ROYALTY will be fully-creditable against running royalties due and payable by ADAPTIMMUNE and its AFFILIATES on account of running royalties under Section 4.3 for the applicable calendar year for which such MINIMUM ANNUAL ROYALTY relates, but shall not be creditable against any MILESTONE PAYMENTS (defined at Section 4.4) made at any time. Any difference between the MINIMUM ANNUAL ROYALTY due for a particular calendar year, and the running royalties due and payable for such calendar year, will be paid along with the royalty payment and royalty report due for the fourth (4^{th}) quarter of each calendar year (e.g. within forty-five (45) days of each December 31) in accordance with Section 4.6. For clarification purposes, MINIMUM ANNUAL ROYALTIES are not refundable in whole or in part.

4.3 Running Royalties

(a) ADAPTIMMUNE shall pay royalties to LTC of *** percent ***% of the NET SELLING PRICE for each LICENSED T CELL PRODUCT sold by ADAPTIMMUNE and its AFFILIATES in the LICENSED TERRITORY during the TERM in accordance with Section 4.6.

(b) If ADAPTIMMUNE is a party to a patent or other technology license agreement with any THIRD PARTY, which license is employed in the manufacture, use and/or sale of a LICENSED T CELL PRODUCT, ADAPTIMMUNE may reduce the royalty rate applicable hereunder by *** for each ***

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(c) In the event that ADAPTIMMUNE sells a product that would be considered a

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LICENSED T CELL PRODUCT under this SUB-LICENSE and also a LICENSED LTC T CELL PRODUCT under the LTC LICENSE, ADAPTIMMUNE shall pay running royalties on the NET SELLING PRICE of such product as required under each of this SUB-LICENSE and the LTC LICENSE, as applicable, and, for clarification, Section 4.3(b) shall not apply to such situation except to the extent that a THIRD PARTY license license is employed in the manufacture, use and/or sale of such product. For example, if ADAPTIMMUNE sells a product that is a LICENSED T CELL PRODUCT under this SUB-LICENSE and a LICENSED LTC T CELL PRODUCT under the LTC LICENSE, then ADAPTIMMUNE shall pay to LTC running royalties of *** (*** under this SUB-LICENSE + *** under the LTC LICENSE) on the NET SELLING PRICE of such product.

(d) ADAPTIMMUNE's obligation to pay royalties on sales of LICENSED T CELL PRODUCTS shall terminate on a country-by-country basis upon the expiration of the last to expire of any LICENSED PATENT in each country. In the event that in any country all the claims within the LICENSED PATENT that cover a particular LICENSED T CELL PRODUCT are held invalid or unenforceable in an unappealed or unappealable order, then ADAPTIMMUNE's obligation to pay royalties with respect to such LICENSED T CELL PRODUCT shall terminate in such country.

(e) Royalties will not be paid to LTC, nor shall they be charged or collected, on LICENSED T CELL PRODUCTS sold directly to instrumentalities of the UNITED STATES Government. Such sales of LICENSED T CELL PRODUCTS with established list or catalog prices shall have their prices reduced by an amount equal to that part of the established price attributable to the royalty that would otherwise be due hereunder.

(f) For the avoidance of doubt, irrespective of the number of LICENSED PATENTS or LICENSED T CELL METHODS employed by any LICENSED T CELL PRODUCT, only one royalty shall be due and payable under this Section 4.3.

4.4 Milestone Payments

(a) For each LICENSED T CELL PRODUCT, ADAPTIMMUNE will make payments ("MILESTONE PAYMENTS") to LTC in the manner prescribed in this Section and Section 4.6 and in accordance with the following schedule with respect to the following events (each a "MILESTONE EVENT") sponsored by any of ADAPTIMMUNE and its AFFILIATES:

	Event	Amount Payable	
***	***	$	***
***	***	$	***
***	***	$	***

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***	***	$	***
***	***	$	***
***	***	$	***

(b) With respect to any LICENSED T CELL PRODUCT for which any MILESTONE PAYMENT has been made, ADAPTIMMUNE shall have no obligation to make the same MILESTONE PAYMENT when and if it makes any filing (including amendments to the applicable Biological License Application) or obtains any approvals related to the use of the same LICENSED T CELL PRODUCT (or one having the same active ingredient) for indications additional to the indication for which the first MILESTONE PAYMENT(S) for such LICENSED T CELL PRODUCT was (were) made.

4.5 Payments

LTC agrees to pay to the PARENT LICENSORS the PARENT LICENSOR SHARE received from ADAPTIMMUNE hereunder in accordance with the PARENT LICENSE; provided, however, that it shall not be a breach of this SUB-LICENSE if LTC's failure to pay is caused by a failure of ADAPTIMMUNE to pay LTC or to provide appropriate reports (in an agreed upon format) to LTC sufficient to identify the payments as being under this SUB-LICENSE.

4.6 Method of Payment; Reports and Documentation

(a) ADAPTIMMUNE shall send to LTC running royalties due hereunder within thirty (30) days following the end of the applicable calendar quarter. Subject to Section 8.8, the final running royalty payments due hereunder shall be due thirty (30) days after expiration or termination of this SUB-LICENSE. All royalty payments shall be accompanied by a sales report in accordance with Section 7.2, and sent to LTC in accordance with Section 7.3 and other payments (including MILESTONE PAYMENTS) shall be accompanied by appropriate documentation to explain the basis of the payment and how it was calculated, and sent to LTC in accordance with Section 7.3. ADAPTIMMUNE shall pay LTC any MILESTONE PAYMENTS within thirty (30) days of the MILESTONE EVENT, or within thirty (30) days of the EFFECTIVE DATE of this SUB-LICENSE if such MILESTONE EVENT has been completed

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by ADAPTIMMUNE prior to the EFFECTIVE DATE of this SUB-LICENSE. If any payment is sent by wire, the term "accompanied" in the preceding sentence shall be satisfied by a contemporaneous delivery of such documentation in accordance with Section 7.3.

(b) All amounts payable hereunder by ADAPTIMMUNE shall be payable in UNITED STATES dollars, and may be paid by wire transfer, check, bank draft or

other mutually acceptable manner by the due date. If payment is made by wire, ADAPTIMMUNE shall be responsible for all bank transfer charges and the transfer will include a specific reference to this SUB-LICENSE and the applicable provision in the "comments" field.

Wire Instructions:
Bank Name: ***
Bank Address: ***
***
***
S.W.I.F.T. ***
Telex: ***
For Credit: ***
Account Number: ***

Payment by check or bank draft shall be made to:
***
***
***

(c) Conversion of foreign currency shall be in accordance with United States generally accepted accounting principles and the standard practice of ADAPTIMMUNE using exchange rates from a source that is generally accepted in industry, such as the Wall Street Journal, or a major United States bank. Such payments shall be without deduction of exchange, collection, or other charges, and specifically, without deduction of government-imposed fees or taxes, except as permitted in the definition of NET SELLING PRICE and except for withholding taxes, to the extent applicable (d) For clarity, ADAPTIMMUNE shall not be required to make any direct payments under this SUB-LICENSE to any PARENT LICENSOR.

4.7 Late Payments

Payments made by ADAPTIMMUNE after the due date shall include interest at the rate of *** percent (***%)***. Further, if the MINIMUM ANNUAL ROYALTY is not timely paid, this SUB-LICENSE may terminate, in accordance with Article 8, if the payment together with the accrued interest and a surcharge of ***percent (***%) of the MINIMUM ANNUAL ROYALTY are not paid before the expiration of the cure period set forth in Article 8.

The payment of such interest shall not foreclose LTC from exercising any other rights it may have as a consequence of the lateness of any payment.

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4.8 Retention of Records

ADAPTIMMUNE agrees to make and keep, and shall require its AFFILIATES to make and keep, commercially reasonable full, accurate and complete books and records (together with supporting documentation) as are necessary to establish its compliance with this Article 4 and to identify licensed AFFILIATES referred to in Section 2.2. Such records shall be retained for at least *** (***) years following the end of the calendar year to which they relate.

4.9 Audits

ADAPTIMMUNE agrees that upon commercially reasonable notice and during ADAPTIMMUNE's normal business hours, LTC may, if LTC so desires at a future time or times, but not more often than once every twelve (12) months, have a duly authorized agent or representative on LTC's behalf examine all books and records and supporting documentation described in the preceding section, either at ADAPTIMMUNE's business premises or at a place mutually agreed upon by ADAPTIMMUNE and LTC for the sole purpose of verifying reports and payments hereunder. In conducting examinations pursuant to this paragraph, LTC's representative shall have access to all records that LTC reasonably believes to be relevant to the calculation of royalties or other payments due under Article 4. If a payment deficiency is determined, ADAPTIMMUNE shall pay the deficiency outstanding within thirty (30) days of receiving written notice thereof. Payments made by ADAPTIMMUNE after the due date shall include interest at the rate of *** percent (***%)*** plus a processing fee of *** percent (***%) of any underpayment. Such examination by LTC 's representative shall be at LTC's expense, except that, if such examination shows an underreporting or underpayment in excess of ***percent (***%) for any twelve (12) month period, then ADAPTIMMUNE shall pay the cost of such examination. Any overpayment shall be credited against future royalty payments. LTC and its representative shall be required to treat all information received during any such inspection as INFORMATION in accordance with Article 13.

Article 5. PATENT MARKING AND NONENDORSEMENT

5.1 ADAPTIMMUNE hereby agrees to mark each LICENSED T CELL PRODUCT under this SUB-LICENSE (or when the character of the product precludes marking, the package containing any such LICENSED T CELL PRODUCT) in accordance with applicable law so as to preserve all available patent rights. ADAPTIMMUNE agrees not to create the appearance that any of LTC or its AFFILIATES or any of the PARENT LICENSORS endorse ADAPTIMMUNE's business or products. LTC agrees not to create the appearance that ADAPTIMMUNE or any of its AFFILIATES endorse LTC's business or products unless otherwise agreed to in writing by the PARTIES.

Article 6. DISCLAIMERS, REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGMENTS

6.1 Neither the grant of this SUB-LICENSE nor anything contained in or related to the grant of this SUB-LICENSE is intended nor shall be construed to confer upon either PARTY or any other person immunity from or defenses under the antitrust laws, a charge of patent misuse,

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or any other provision of law (of any jurisdiction) by reason of the source of the grant or otherwise.

6.2 Neither this SUB-LICENSE nor anything contained herein is intended nor shall be construed to grant to ADAPTIMMUNE any kind or nature of rights in any inventions or patents other than the LICENSED PATENTS and LICENSED T CELL METHODS.

6.3 ADAPTIMMUNE acknowledges that only with respect to this SUB-LICENSE or any of its activities undertaken pursuant to rights granted hereunder (including without limitation, to sell, have sold, or offer sale of LICENSED T CELL PRODUCTS), it is subject to and shall comply with all applicable UNITED STATES laws, regulations, and Executive orders, pertaining to exporting from the UNITED STATES. Subject to ADAPTIMMUNE's status as being incorporated in the United Kingdom as identified at the outset of this SUB-LICENSE, ADAPTIMMUNE shall not export, or assist others in the export, of any LICENSED T CELL PRODUCT or information related to the practice of the LICENSED PATENTS and LICENSED T CELL METHODS without first (i) having, solely at its own expense, identified and obtained all required export licenses and authorizations, and (ii) having provided copies of all such export licenses and authorizations to LTC for onward transmission to the PARENT LICENSORS, and (iii) in addition to compliance with Section 13, having obtained LTC's prior written consent if such information is LTC INFORMATION. To any extent that, in view of ADAPTIMMUNE's status as being incorporated in the United Kingdom as identified at the outset of this SUB-LICENSE, entering into or performing under this SUB-LICENSE is an export under the applicable UNITED STATES laws or regulations, of any product or information, ADAPTIMMUNE shall cause its AFFILIATE, at such AFFILIATE's expense, to identify and obtain all required export license and authorizations.

6.4 Each PARTY represents and warrants to the other PARTY that (i) such PARTY is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized; (ii) such PARTY has the legal power and authority to execute, deliver and perform this SUB-LICENSE; (iii) the execution, delivery and performance by such PARTY of this SUB-LICENSE has been duly authorized by all necessary action; (iv) this SUB-LICENSE constitutes the legal, valid and binding obligation of such PARTY, enforceable against such PARTY in accordance with its terms; (v) the execution, delivery and performance of this SUB-LICENSE does not contravene any material provision of, or constitute a material default under, any agreement binding on such PARTY; and (vi) the execution, delivery and performance of this SUB-LICENSE does not contravene any material provision of, or constitute a material default under, any valid order of any court, or any regulatory agency or other body having authority to which such PARTY is subject.

6.5 (a) LTC represents and warrants to ADAPTIMMUNE that as of the EFFECTIVE DATE, the PARENT LICENSE is in full force and effect.

(b) Pursuant to Sections 3.10 and 3.11, LTC represents and warrants that, beginning on the EFFECTIVE DATE and during the TERM of this SUB-LICENSE, it shall not knowingly and directly or explicitly or impliedly enter into any agreement with any THIRD PARTY that grants a license to such THIRD PARTY to use the LICENSED PATENTS to make, have made,

use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported, export or have exported any LICENSED T CELL PRODUCTS in the FIELD. Notwithstanding the foregoing, ADAPTIMMUNE acknowledges that LTC has entered into agreements with THIRD PARTIES prior to the EFFECTIVE DATE of this SUB-LICENSE where rights were granted to THIRD PARTIES in connection with the sale of LIFE BEAD PRODUCTS for such THIRD PARTY(IES) to use the LICENSED PATENTS to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import or have imported products (including without limitation, LICENSED T CELL PRODUCTS) in the FIELD.

6.6 EXCEPT AS EXPRESSLY SET FORTH HEREIN, INCLUDING IN THIS ARTICLE 6, NONE OF LTC , ITS AFFILIATES OR ANY OF THE PARENT LICENSORS MAKE ANY REPRESENTATIONS, EXTEND ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ASSUME ANY RESPONSIBILITIES WHATSOEVER WITH RESPECT TO DESIGN, DEVELOPMENT, MANUFACTURE, USE, SALE OR OTHER DISPOSITION BY ADAPTIMMUNE OR ITS AFFILIATES OF LICENSED T CELL PRODUCTS OR LICENSED T CELL METHODS. ADAPTIMMUNE AND ITS AFFILIATES ASSUME THE ENTIRE RISK AS TO DESIGN, DEVELOPMENT, MANUFACTURE, USE, SALE, OR PERFORMANCE OF LICENSED T CELL PRODUCTS OR LICENSED T CELL METHODS.

6.7 NONE OF LTC OR ANY OF ITS AFFILIATES OR ANY OF THE PARENT LICENSORS MAKES ANY REPRESENTATIONS, EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED THAT THE MANUFACTURE, USE, IMPORT, OFFER FOR SALE OR SALE OR OTHER DISTRIBUTION (AS AUTHORIZED) OF LICENSED T CELL PRODUCTS OR LICENSED T CELL METHODS SHALL NOT INFRINGE ANY PATENT OR OTHER RIGHTS OF A THIRD PARTY. NOTHING IN THIS SUB-LICENSE IS OR SHALL BE CONSTRUED AS A WARRANTY OR REPRESENTATION BY EITHER PARTY OR THEIR RESPECTIVE AFFILIATES OR THE PARENT LICENSORS AS TO THE VALIDITY, ENFORCEABILITY, PATENTABILITY OR SCOPE OF ANY CLAIM OR PATENT OR PATENT APPLICATION WITHIN THE LICENSED PATENTS, A GRANT BY EITHER PARTY OR ITS RESPECTIVE AFFILIATES, WHETHER BY IMPLICATION, ESTOPPEL, OR OTHERWISE, OF ANY LICENSES OR RIGHTS OTHER THAN THAT EXPRESSLY GRANTED UNDER SECTION 2.1, OR, SUBJECT TO ARTICLE 11, AN OBLIGATION TO BRING OR PROSECUTE ACTIONS OR SUITS AGAINST ANY THIRD PARTY FOR INFRINGEMENT OF ANY OF THE LICENSED PATENTS.

6.8 IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES OR THE PARENT LICENSORS BE LIABLE HEREUNDER TO THE OTHER PARTY, ITS AFFILIATES OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES (INCLUDING LOSS OF PROFITS OR LOSS OF USE DAMAGES) ARISING OUT OF THIS SUB-LICENSE OR FROM THE MANUFACTURE, USE, IMPORT, OFFER FOR SALE OR SALE OF LICENSED T CELL PRODUCTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

6.9 IN NO EVENT SHALL LTC OR ANY OF ITS AFFILIATES BE LIABLE HEREUNDER TO ADAPTIMMUNE OR ITS AFFILIATES OR ANY OTHER PERSON OR ENTITY IF THE PARENT LICENSE IS TERMINATED PURSUANT TO THE TERMS OF SUCH PARENT LICENSE UNLESS SUCH TERMINATION IS FOR CAUSE BY THE APPLICABLE PARENT LICENSOR DUE TO THE BREACH OR DEFAULT OF THE PARENT LICENSE BY LTC OR ANY OF ITS AFFILIATES.

Article 7. REPORTS

7.1 Progress Reports

ADAPTIMMUNE shall submit to LTC semi-annual progress reports, which may be provided by LTC to the PARENT LICENSORS, on ADAPTIMMUNE's efforts to carry out the COMMERCIAL DEVELOPMENT PLAN and develop and commercialize LICENSED T CELL PRODUCTS. The first report is duesix months from the EFFECTIVE DATE, and subsequent reports shall be made every six (6) months thereafter until such time as a LICENSED T CELL PRODUCT has been sold to a THIRD PARTY. Progress reports shall describe in detail ADAPTIMMUNE's efforts toward carrying out the COMMERCIAL DEVELOPMENT PLAN and commercializing the LICENSED T CELL PRODUCT(S), the progress made and expenditure incurred by ADAPTIMMUNE and its AFFILIATES on research and development directed to the commercialization of LICENSED T CELL PRODUCTS since the date of the preceding report, and any other information that LTC and ADAPTIMMUNE agree is pertinent to the commercialization effort. Subject to proper marking, as required hereunder, such report will constitute INFORMATION of ADAPTIMMUNE.

7.2 Sales Reports

ADAPTIMMUNE shall submit four (4) copies of quarterly sales reports to LTC from the date of APPROVAL OBTAINED of any LICENSED T CELL PRODUCTS, including any MILESTONE EVENTS achieved during such time periods on such reports, of which three (3) are for onward transmission to each of the PARENT LICENSORS, detailing the sales activity by ADAPTIMMUNE and/or its AFFILIATES of LICENSED T CELL PRODUCTS during the preceding quarter to include: quantities sold; identity of the LICENSED PATENTS covering that LICENSED T CELL PRODUCT, NET SELLING PRICE, the exchange rates used to convert foreign

currency to UNITED STATES dollars, and the total amount of running royalties or other amounts paid for the year. The quarterly sales report shall be submitted, regardless of the volume of sales, on or before each May 15, August 14, November 14, and February 14 for the most-recent calendar quarter with any royalty payments due in accordance with Article 4. A final sales report is due thirty (30) days after the expiration or termination of this SUB-LICENSE.

Prior to the date of APPROVAL OBTAINED of any LICENSED T CELL PRODUCTS ADAPTIMMUNE shall submit four (4) copies of an annual MINIMUM ANNUAL ROYALTY report and MILESTONE EVENT report to LTC twelve (12) months from the EFFECTIVE DATE until the date of first APPROVAL OBTAINED of any LICENSED T CELL PRODUCTS. Thereafter, ADAPTIMMUNE shall submit quarterly sales reports according to this

Section 7.2.

7.3 Method of Reporting

All reports under this Article 7 shall be submitted to:

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Article 8 TERM AND TERMINATION

8.1 Term

Unless earlier terminated in accordance with the provisions of this Article 8, this SUB-LICENSE shall become effective on the EFFECTIVE DATE and shall thereafter continue until expiration of the TERM.

8.2 Termination by Mutual Agreement

Any termination of this SUB-LICENSE by mutual agreement shall be evidenced in writing and signed by the PARTIES.

8.3 Termination of this SUB-LICENSE by LTC (or PARENT LICENSORS)

Subject to the terms of this Article 8, this SUB-LICENSE may be terminated in its entirety by LTC, or with respect to certain LICENSED PATENTS as may be determined by PARENT LICENSORS, by provision of a termination notice indicating that:

(a) Except in the case of a breach of Section 3.3 or 3.5 (which will be governed by Section 3.6), LTC or the PARENT LICENSORS have determined that ADAPTIMMUNE cannot demonstrate to the reasonable satisfaction of LTC or such PARENT LICENSORS, as applicable, that it is exercising commercially reasonable due diligence to reasonably commercialize the LICENSED T CELL PRODUCT in accordance with the terms of this SUB-LICENSE;

(b) The PARENT LICENSORS have determined that such action is necessary to meet new or existing requirements for public use as specified in UNITED STATES Federal regulations and such requirements are not reasonably being satisfied by ADAPTIMMUNE within *** notice of new or existing requirements for public use as specified in UNITED STATES Federal regulations provided by PARENT LICENSORS to ADAPTIMMUNE;

(c) ADAPTIMMUNE willfully made a false statement of a material fact in any report required by this SUB-LICENSE;

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(d) ADAPTIMMUNE has been found by a court of competent jurisdiction in final or unappealable decision to have violated Federal antitrust laws or any other provision of law in connection with its performance under this SUB-LICENSE;

(e) LTC has determined that ADAPTIMMUNE has committed a material breach of a covenant contained in this SUB-LICENSE, including without limitation, Section 3.2;

(f) ADAPTIMMUNE has defaulted in the payment of any amount due to LTC; or

(g) To the extent allowable by governing law, ADAPTIMMUNE has asserted the invalidity or unenforceability of any claim included in the LICENSED PATENTS, including by way of litigation or administrative proceedings, either directly or through any AFFILIATE or THIRD PARTY;

in each case, which violation ADAPTIMMUNE fails to cure as set forth in Section 8.5.

8.4 Other Grounds for Termination

To the extent allowable by governing law, either PARTY may terminate this SUB-LICENSE if the other PARTY is subject to an INSOLVENCY EVENT, where "INSOLVENCY EVENT" means the occurrence of any of the following: (a) a PARTY makes an assignment for the benefit of creditors; (b) a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a PARTY; (c) such a petition is filed with respect to a PARTY by any THIRD PARTY, or an application for a receiver is made by anyone with respect to a PARTY, and such petition or application is successfully litigated to an unappealable or not appealed decision by a court of final decisionor with respect to the PARTY whereby the petition or application is not resolved favorably to the PARTY within two (2) years from the date such petition is filed, or (d) a PARTY ceases doing business.

8.5 Procedures for Termination by LTC

(a) Before LTC (or the PARENT LICENSORS, as applicable) may terminate this SUB-LICENSE for any reason other than by mutual agreement or pursuant to

Section 3.2, LTC shall furnish ADAPTIMMUNE a written notice of intention to terminate stating the reason(s) therefor. ADAPTIMMUNE shall be allowed sixty (60) calendar days, or thirty (30) calendar days with respect to any payment defaults, after the date of the notice to remedy any deficiency stated in the notice as the reason for termination or to show cause why this SUB-LICENSE should not be terminated.

(b) If ADAPTIMMUNE has not remedied all deficiencies stated in the notice within the applicable notice period, then this SUB-LICENSE shall terminate upon the expiration of the notice period stated in Section 8.5(a).

(c) ADAPTIMMUNE has a right to appeal, in accordance with procedures described in

Section 14.1(b) any decision or determination by LTC or the PARENT LICENSORS, as applicable, concerning the interpretation, modification, and/or termination (in whole or in part) of this SUB-LICENSE.

8.6 Termination by ADAPTIMMUNE

ADAPTIMMUNE may terminate this SUB-LICENSE by providing at least thirty (30) calendar days' written notice of termination to LTC . ADAPTIMMUNE's written notice shall specify the effective date of termination.

8.7 MINIMUM ANNUAL ROYALTY Termination

This SUB-LICENSE shall automatically terminate at midnight on the expiration of the thirty (30) day cure period commencing on the date of receipt of written notice if the MINIMUM ANNUAL ROYALTY for any calendar year, together with any interest and surcharge that may be due as prescribed in Article 4, has not been paid.

8.8 Effect of Termination

In the event of any termination of this SUB-LICENSE, ADAPTIMMUNE and its AFFILIATES shall have the right for six (6) months following the date of termination to sell or otherwise dispose of the stock of any LICENSED T CELL PRODUCTS subject to this SUB-LICENSE then on hand, subject to the right of LTC to receive payment and reports thereon as provided herein.

All rights and obligations of the PARTIES set forth herein that expressly or by their nature survive the expiration or termination of this SUB-LICENSE, including at least the provisions of Sections 8.8 and 8.9 and Articles 12, 13 and 14 shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this SUB-LICENSE until they are satisfied or by their nature expire and shall bind the PARTIES and their legal representatives, successors, and permitted assigns.

8.9 Termination of PARENT LICENSE

Subject to ADAPTIMMUNE being in material compliance with the terms of this SUB-LICENSE and applicable terms of the PARENT LICENSE, this SUB-LICENSE shall survive termination of the licenses granted to LTC by PARENT LICENSORS or termination of the PARENT LICENSE and shall be assigned to PARENT LICENSORS as of the date of such termination.

Article 9. NOTICES

9.1 All notices required under this SUB-LICENSE shall be considered timely made, if properly addressed, (a) at the time personally delivered; or (b) on the day of transmission by facsimile or email, confirmed by notice by any of the other methods described herein; or (c) upon receipt if sent via commercial overnight delivery service.

9.2 (a) Except as otherwise provided in Sections 4.6 and 7.3, all communications and notices required to be made to LTC shall be addressed as follows:

***
Attn: ***
***
***
Attention: ***
Telephone: ***
Facsimile: ***

With a copy to: ***

***
***
Attention: ***
Telephone: ***
Facsimile: ***

(b) All communications and notices required to be made to ADAPTIMMUNE shall be addressed as follows:

***
***
***
***
***
Telephone: ***
Facsimile: ***
Email: ***

(c) EACH of ADAPTIMMUNE and LTC agrees to report promptly to the other any changes in mailing address or name during the TERM of this SUB-LICENSE.

Article 10. RESERVATION OF RIGHTS

10.1 Notwithstanding that the license granted to ADAPTIMMUNE is not sublicenseable by ADAPTIMMUNE pursuant to the terms of this SUB-LICENSE, PARENT LICENSORS reserve the right to require ADAPTIMMUNE to promptly grant sub-licenses to responsible applicants on reasonable terms when necessary to fulfill health and safety needs of the public to the extent such needs are not being reasonably satisfied by LTC and ADAPTIMMUNE. If required by PARENT LICENSORS, LTC agrees to grant, and to cause ADAPTIMMUNE to grant, such sub-licenses and to defer to the reasonable determination of PARENT LICENSORS that the health and safety needs of the public are not being reasonably satisfied

10.2 To the extent provided by 35 U.S.C. § 200 *et. seq*., this SUB-LICENSE is subject to

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the irrevocable, royalty-free right of the Government of the United States to practice and have practiced the LICENSED PATENTS AND LICENSED T CELL METHODS throughout the world by or on behalf of the United States and by or on behalf of any foreign government or intergovernmental or international organization pursuant to any existing or future treaty or agreement with the Government of the UNITED STATES.

10.3 (a) Without limiting any other rights it may have, under the PARENT LICENSE, UM specifically reserves the right to practice the UM LICENSED PATENTS for research, and/or internal educational purposes, and the right to grant the same limited rights to other academic non-profit research institutions.

(b) Without limiting any other rights it may have, under the PARENT LICENSE, DFCI specifically reserves the right to practice the DFCI LICENSED PATENTS for research, and/or internal educational purposes. ADAPTIMMUNE agrees not to assert the DFCI LICENSED PATENTS against any academic non-profit research institution on account of the practice of the DFCI LICENSED PATENTS by such institution for research and/or internal educational purposes. This foregoing agreement to not assert does not extend to any commercial use.

(c) The rights reserved in Sub-sections (a) and (b) above expressly exclude any commercial use of the UM LICENSED PATENTS or the DFCI LICENSED PATENTS.

10.4 ADAPTIMMUNE acknowledges that it has been informed that the UM LICENSED PATENTS were developed, at least in part, by employees of HHMI and that HHMI has a paid-up, non-exclusive, irrevocable license to use the UM LICENSED PATENTS for HHMI's research purposes, but with no right to assign or sub-license (the "HHMI LICENSE").

Article 11. PATENT INFRINGEMENT

11.1 (a) During the TERM, ADAPTIMMUNE shall notify LTC in writing as soon as reasonably practical of any known or suspected infringement or unauthorized use or misappropriation by ***, any of its ***, and/or any *** of any LICENSED PATENTS in the FIELD that is discovered, and promptly shall provide LTC with all non-privileged, non-confidential information supporting said infringement, suspected infringement or unauthorized use or misappropriation.

(b) In the case such known or suspected infringement or unauthorized use or misappropriation is by a THIRD PARTY and is not based on activities authorized or occurring prior to the EFFECTIVE DATE of this SUB-LICENSE as described in Section 6.5, then ADAPTIMMUNE and LTC shall confer with each other in good faith regarding such alleged infringing activities and preserving and/or defending the exclusive rights granted hereunder to ADAPTIMMUNE.

(c) In the event that LTC determines, in its sole reasonable discretion, that it wishes to obtain additional information from ADAPTIMMUNE to investigate such matter, then prior to the disclosure of any privileged or confidential information to LTC regarding such matter, ADAPTIMMUNE will enter into an agreement with LTC that is acceptable to LTC in order to protect any such privilege and the parties interests related thereto. Upon entering into such agreement, LTC shall have the right to request opinion of counsel from ADAPTIMMUNE detailing such alleged infringement and any specific information about such known or suspected infringement or unauthorized use or misappropriation, and LTC shall pay for *** the cost of obtaining each such opinion of counsel. LTC may use such information to determine, at its sole reasonable discretion, what, if any, action or communications to pursue against such THIRD PARTY.

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(d) LTC shall have the right hereunder to share such information provided by ADAPTIMMUNE with the PARENT LICENSORS.

(e) If required by law for LTC or the PARENT LICENSORS to bring or maintain any infringement action in the FIELD against any *** or any ***, ADAPTIMMUNE shall join any infringement action brought or intended to be brought by LTC or the PARENT LICENSORS upon LTC's or the PARENT LICENSORS' reasonable request, with ADAPTIMMUNE represented therein by its own counsel of its own sole selection, at reasonable cost to LTC and/or the PARENT LICENSORS (as applicable). ADAPTIMMUNE shall reasonably cooperate, in any enforcement action, in accordance with terms and conditions specified by LTC and/or the PARENT LICENSORS (as applicable), with it agreed that in such cooperation, ADAPTIMMUNE represented therein by its own counsel of its own sole selection, at reasonable cost to LTC and/or the PARENT LICENSORS (as applicable).

(f) Specifically with respect only to known or suspected infringement activities by a *** in the FIELD that ADAPTIMMUNE can reasonably demonstrate has or will cause non de minimis monetary harm or damage to ADAPTIMMUNE in the FIELD, and ADAPTIMMUNE provides written notice to LTC which specifically details such harm or damage ("HARM NOTICE"), then in the event that: (a) ninety (90) days has passed from the date of receipt by LTC of ADAPTIMMUNE's HARM NOTICE, or (b) thirty (30) days has passed from the date of LTC's receipt of opinion of counsel as specified in Section 11.1(c), whichever is later, LTC or the PARENT LICENSORS has not caused such infringement to cease and desist or LTC or the PARENT LICENSORS has not taken or continued pursuing any action against the THIRD PARTY with respect to same (including without limitation, LTC or the PARENT LICENSORS issuing cease and desist notices with pursuing the matter to obtaining cease and desist or a non-appealable judicial resolution), then all monies or payments or other consideration then due and owing by ADAPTIMMUNE to LTC hereunder shall be *** of what otherwise would be due and payable hereunder ("Modified Financial Obligations") by LTC and ADAPTIMMUNE shall only be liable to pay to LTC the Modified Financial Obligations, without any breach or termination of this SUB-LICENSE or penalty hereunder. ADAPTIMMUNE shall continue to only be liable to LTC as to the Modified Financial Obligations until such time as LTC or the PARENT LICENSORS has caused such infringement to cease or desist or become non-infringement (by obtaining cease and desist, or the THIRD PARTY, subject to agreement by ADAPTIMMUNE enters into a sub-sublicense or becomes a designee hereunder pursuant to Section 2.6, or a non-appealable judicial resolution is obtained), at which time and thereafter until another HARM NOTICE and event(s) as above-described triggers again the Modified Financial Obligations, ADAPTIMMUNE shall again be liable to LTC under the original financial obligations specified herein. ADAPTIMMUNE's failure to so perform the original financial obligations specified herein shall be considered to be a breach by ADAPTIMMUNE of this SUB-LICENSE.

(g) In the event that LTC or the PARENT LICENSORS enters into any license agreement with any THIRD PARTY with respect to any of the LICENSED PATENTS in the FIELD, including in settlement of any known or suspected infringement or any action or proceeding for infringement—regardless of whether commenced by LTC, the PARENT LICENSORS or ADAPTIMMUNE—on any terms more favorable than those herein, those more favorable terms shall be immediately applicable to ADAPTIMMUNE and this SUB-LICENSE shall be amended to incorporate those more favorable terms.

11.2 In the event that a THIRD PARTY at any time provides written notice of a claim to, or brings an action, suit, or proceeding against, ADAPTIMMUNE or any of its AFFILIATES, claiming infringement of its patent rights or unauthorized use or misappropriation of its know-how, based on an assertion or claim arising out of the development, use, manufacture, distribution, importation or sale of LICENSED T CELL PRODUCTS or LICENSED T CELL METHODS, ADAPTIMMUNE shall promptly notify LTC of the claim or the commencement of such action, suit or proceeding, enclosing a copy of the claim and/or all papers served.

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Article 12 INDEMNIFICATION

12.1 LTC

(a) ADAPTIMMUNE, at its own expense, shall indemnify, defend and hold harmless LTC and its respective AFFILIATES, and the respective officers, directors, shareholders, employees and agents of each of the foregoing (each an "LTC INDEMNIFIED PARTY") from and against any and all liability, damage, loss, or expense (including reasonable attorneys' fees and expenses) (collectively "LIABILITIES") incurred by or imposed upon any and/or all LTC INDEMNIFIED PARTIES in connection with any THIRD PARTY claims, suits, actions, demands or judgments (each a "CLAIM") arising out or in connection with (i) the design, manufacture, use, promotion, sale or other disposition of any LICENSED T CELL PRODUCT or the practice of a LICENSED T CELL METHOD by ADAPTIMMUNE and/or its AFFILIATES, (ii) any actual or alleged injury, damage, death or other consequence occurring to any THIRD PARTY as a result, directly or indirectly, of the practice of a LICENSED T CELL METHOD by ADAPTIMMUNE or its AFFILIATES or customers or transferees of any of the foregoing, or the possession, consumption or use of the LICENSED T CELL PRODUCTS sold by ADAPTIMMUNE or its AFFILIATES, regardless of the form in which any such claim is made, (iii) any other activities to be carried our by ADAPTIMMUNE or its AFFILIATES pursuant to this SUB-LICENSE, and (iv) the failure of any representation or warranty made by ADAPTIMMUNE in this SUB-LICENSE to be true and accurate; except in each case to the extent that such CLAIM arises out of or results from (a) the breach of a representation or warranty of LTC herein, or (b) LTC's gross negligence or willful misconduct.

(b) An LTC INDEMNIFIED PARTY entitled to indemnification hereunder shall provide ADAPTIMMUNE with prompt written notice of any CLAIM for which indemnification is sought under this SUB-LICENSE. ADAPTIMMUNE shall, at its own expense, provide attorneys reasonably acceptable to the LTC INDEMNIFIED PARTY to defend against any such claim. The LTC INDEMNIFIED PARTY shall cooperate fully with ADAPTIMMUNE in such defense and shall permit ADAPTIMMUNE to conduct and control such defense and the disposition of such CLAIM (including all decisions relative to litigation, appeal, and settlement); provided that ADAPTIMMUNE shall not settle any such CLAIM with an admission of liability of LTC without LTC's prior written approval, which shall not be unreasonably withheld, conditioned or delayed.

(c) At such time as any LICENSED TCELL PRODUCT, LICENSED T CELL METHOD, process or service relating to, or developed pursuant to, this SUB-LICENSE is being commercially distributed or sold (other than for the purpose of obtaining regulatory approvals) by ADAPTIMMUNE or by an AFFILIATE or agent of ADAPTIMMUNE, ADAPTIMMUNE shall, at its sole cost and expense, procure and maintain policies of product liability insurance in amounts not less than $*** per incident and $*** annual aggregate and naming LTC as an

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additional insured. Upon the written request of LTC , ADAPTIMMUNE shall furnish LTC with a certificate of insurance evidencing the insurance required hereunder. If ADAPTIMMUNE elects to self-insure all or part of the limits described above (including deductibles or retentions which are in excess of $***annual aggregate), such self-insurance program must be acceptable to LTC. The minimum amounts of insurance coverage required under these provisions shall not be construed to create a limit of ADAPTIMMUNE's liability with respect to its indemnification obligation under Section 12.1(a) of this SUB-LICENSE.

12.2 ADAPTIMMUNE

(a) LTC, at its own expense, shall indemnify, defend and hold harmless ADAPTIMMUNE, and its AFFILIATES and their respective officers, directors, shareholders, employees and agents (each a "ADAPTIMMUNE INDEMNIFIED PARTY"), from and against any LIABILITIES incurred or imposed upon any and all ADAPTIMMUNE INDEMNIFIED PARTIES in connection with any THIRD PARTY CLAIMS arising out or in connection with *** in this SUB-LICENSE *** ; except in each case to the extent that such CLAIM arises out of or results from (a) the *** herein, or (b) ***

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(b) An ADAPTIMMUNE INDEMNIFIED PARTY entitled to indemnification hereunder shall provide LTC with prompt written notice of any CLAIM for which indemnification is sought under this SUB-LICENSE. LTC shall, at its own expense, provide attorneys reasonably acceptable to the ADAPTIMMUNE INDEMNIFIED PARTY to defend against any such claim. The ADAPTIMMUNE INDEMNIFIED PARTY shall cooperate fully with LTC in such defense and shall permit LTC to conduct and control such defense and the disposition of such claim, suit, or action (including all decisions relative to litigation, appeal, and settlement); provided that ***

written approval, which shall not be unreasonably withheld, conditioned or delayed.

12.3 DFCI

(a) ADAPTIMMUNE shall indemnify, defend and hold harmless DFCI and its trustees, officers, medical and professional staff, employees and agents and their respective successors, heirs and assigns (the "DFCI INDEMNITEES"), against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the DFCI INDEMNITEES, or any one of them, in connection with any THIRD PARTY claims, suits, actions, demands or judgments (i) arising out of the design, production, manufacture, sale, use in commerce, lease or promotion by ADAPTIMMUNE or by an AFFILIATE or agent of ADAPTIMMUNE, of any product, process or service relating to, or developed pursuant to this SUB-LICENSE or (ii) arising out of any other activities to be carried out by ADAPTIMMUNE or its AFFILIATES pursuant to this SUB-LICENSE.

(b) ADAPTIMMUNE's indemnification under Section 12.3(a) shall not apply to any liability, damage, loss or expense to the extent that it is attributable to (i) the

negligent activities of the DFCI INDEMNITEES, (ii) the intentional wrongdoing or intentional misconduct of the DFCI INDEMNITEES, (iii) any DFCI INDEMNITEE's use of any LICENSED T CELL

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PRODUCT or LICENSED T CELL METHOD, or (iv) any DFCI INDEMNITEE's exercise of any rights by DCFI reserved hereunder or under the PARENT LICENSE.

(c) At such time as any product, process or service relating to, or developed pursuant to, this SUB-LICENSE is being commercially distributed or sold (other than for the purpose of obtaining regulatory approvals) by ADAPTIMMUNE or by an AFFILIATE or agent of ADAPTIMMUNE, ADAPTIMMUNE shall, at its sole cost and expense, procure and maintain policies of product liability insurance in amounts not less than *** per incident and *** annual aggregate and naming DFCI as an additional insured. If ADAPTIMMUNE elects to self-insure all or part of the limits described above (including deductibles or retentions which are in excess of *** annual aggregate), such self-insurance program must be acceptable to DFCI and DFCI's associated Risk Management Foundation. The minimum amounts of insurance coverage required under these provisions shall not be construed to create a limit of ADAPTIMMUNE's liability with respect to its indemnification obligation under Section 12.3(a) of this SUB-LICENSE.

(d) ADAPTIMMUNE shall provide LTC with written evidence of such insurance upon request for onward transmission to DFCI. ADAPTIMMUNE shall provide LTC with written notice at least *** prior to the cancellation, non-renewal or material change in such insurance, which notice LTC shall provide to DFCI; if ADAPTIMMUNE does not obtain replacement insurance providing comparable coverage within such *** period, or a self-insurance program described in Section 12.3(c), DFCI shall have the right to require LTC to terminate this SUB-LICENSE pursuant to Article 8.

(e) ADAPTIMMUNE shall maintain such product liability insurance beyond the expiration or termination of this SUB-LICENSE during (i) the period that any product, process, or service, relating to, or developed pursuant to, this SUB-LICENSE is being commercially distributed or sold (other than for the purpose of obtaining regulatory approvals) by ADAPTIMMUNE or by a ADAPTIMMUNE, AFFILIATE or agent of ADAPTIMMUNE and (ii) a reasonable period after the period referred to in clause (i) above which in no event shall be less than fifteen (15) years.

(f) In the event any such action is commenced or claim made or threatened against DFCI or other DFCI INDEMNITEES as to which ADAPTIMMUNE may be obligated to indemnify it (them) or hold it (them) harmless, DFCI or the other DFCI INDEMNITEES shall promptly notify LTC, who will notify ADAPTIMMUNE of such event. ADAPTIMMUNE shall assume the defense of, and may settle, with counsel of its own choice and at its sole expense, that part of any such claim or action commenced or made against DFCI (or other DFCI INDEMNITEES) which relates to ADAPTIMMUNE's indemnification, and ADAPTIMMUNE may take such other steps as may be necessary to protect itself. Any DFCI INDEMNITEE may participate in the defense of any such claim or action with counsel of its own choice, but the fees and expenses of such counsel shall be borne solely by such DFCI INDEMNITEE. ADAPTIMMUNE shall not be liable to DFCI or other DFCI INDEMNITEES on account of any settlement of any such claim or litigation effected without ADAPTIMMUNE's prior written consent. The right and obligation of ADAPTIMMUNE to assume the defense of any action shall be limited to that part of the action commenced against DFCI and/or DFCI INDEMNITEES that relates to ADAPTIMMUNE's obligation of indemnification and holding harmless. Any other part of any

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such action shall be defended by the DFCI INDEMNITEE at its own cost and expense.

(g) This Section 12.3 shall survive expiration or termination of this SUB-LICENSE.

12.4 UM

(a) ADAPTIMMUNE shall defend, indemnify and hold harmless UM, including its Regents, fellows, officers, employees, students, and agents (the "UM INDEMNITEES"), for and against any and all THIRD PARTY claims, demands, damages, losses, and expenses of any nature (including reasonable attorneys'' fees and other litigation expenses) (collectively "UM CLAIMS"), resulting from death, personal injury, illness, property damage, or products liability arising from or in connection with, any of the following: (i) any manufacture, use, sale or other disposition by ADAPTIMMUNE and its AFFILIATES or transferees of LICENSED T CELL PRODUCTS or LICENSED T CELL METHODS; and (ii) the use by any person of LICENSED T CELL PRODUCTS made, used, sold or otherwise distributed by ADAPTIMMUNE or its AFFILIATES.

(b) UM is entitled to participate at its option and expense through counsel of its own selection, and may join in any legal actions related to any such UM CLAIMS.

(c) The indemnification referred to in Section 12.4(a) shall not apply to any such UM CLAIMS resulting from (i) any UM INDEMNITEE's use of any LICENSED T CELL PRODUCT or LICENSED T CELL METHODS or (ii) the exercise of any rights by UM reserved hereunder or under the PARENT LICENSE.

(d) ADAPTIMMUNE shall not be obligated to indemnify UM under Section 12.4(a) after any unappealed or unappealable order of a court of competent jurisdiction holds that the UM CLAIM was legally caused solely by the gross negligence or willful misconduct by UM. The applicability of Section 12.4(a) shall not be affected for any time period prior to any such order referred to in the prior sentence.

(e) In connection with any UM CLAIMS for which UM seeks indemnification from ADAPTIMMUNE in accordance with this Section 12.4, UM: (i) shall give LTC prompt written notice of the UM CLAIM, which LTC will forward to ADAPTIMMUNE; provided, however, that failure to provide such notice shall not relieve ADAPTIMMUNE from its liability or obligation hereunder, except to the extent of any material prejudice as a direct result of such failure; (ii) shall cooperate with ADAPTIMMUNE, at ADAPTIMMUNE's expense, in connection with the defense and settlement of the UM CLAIM; and (iii) shall permit ADAPTIMMUNE to control the defense and settlement of the UM CLAIM; provided, however, that ADAPTIMMUNE shall not settle any such UM CLAIM with an admission of liability of UM without UM's written approval, which shall not be unreasonably withheld, conditioned or delayed.

(f) Prior to any distribution or commercial use of any LICENSED T CELL PRODUCT or commercial use of any LICENSED T CELL METHODS by ADAPTIMMUNE or its AFFILIATES, ADAPTIMMUNE shall purchase and maintain in effect commercial general

liability insurance, including product liability insurance and errors and omissions insurance which shall protect ADAPTIMMUNE, HHMI and UM with respect to the events

covered by Section 12.4(a) and 12.5. Such insurance policy must provide reasonable coverage for all claims with respect to any LICENSED T CELL METHODS used and any LICENSED T CELL PRODUCTS manufactured, used, sold, licensed or otherwise distributed by ADAPTIMMUNE and its AFFILIATES and must specify UM, including its Regents, fellows, officers and employees, and HHMI Indemnitees as additional insureds. ADAPTIMMUNE shall furnish certificate(s) of such insurance to LTC, for onward delivery to UM, upon request.

12.5 HHMI

HHMI and its trustees, officers, employees, and agents (collectively, "HHMI Indemnitees"), will be indemnified, defended by counsel acceptable to HHMI, and held harmless by ADAPTIMMUNE from and against any THIRD PARTY claim, liability, cost, expense, damage, deficiency, loss, or obligation, of any kind or nature (including, without limitation, reasonable attorneys' fees and other costs and expenses of defense) (collectively, "HHMI CLAIMS"), based upon, arising out of, or otherwise relating to the exercise by ADAPTIMMUNE or any of its AFFILIATES of the license hereunder of the UM PATENTS, including without limitation any cause of action relating to product liability. The previous sentence will not apply to any HHMI CLAIM that (i) results from the exercise of any rights reserved under Section 10.4 of this SUB-LICENSE or Section 13.4 of the PARENT LICENSE, or (ii) is determined with finality by a court of competent jurisdiction to result solely from the gross negligence or willful misconduct of an HHMI Indemnitee.

12.6 NAVY

(a) ADAPTIMMUNE shall defend, indemnify and hold harmless NAVY, its employees and contractors (collectively the "NAVY INDEMNITEES"), for and against any and all THIRD PARTY claims, demands, damages, losses, and expenses of any nature (including reasonable attorneys' fees and other litigation expenses) (collectively "NAVY CLAIMS"), resulting from death, personal injury, illness, property damage or products liability arising from or in connection with, any of the following: (1) any manufacture, use, sale or other disposition by ADAPTIMMUNE and its AFFILIATES or transferees of LICENSED T CELL PRODUCTS or LICENSED T CELL METHODS; and (2) the use by any person of LICENSED T CELL PRODUCTS made, used, sold or otherwise distributed by ADAPTIMMUNE or its AFFILIATES.

(b) NAVY is entitled to participate at its option and expense through counsel of its own selection, and may join in any legal actions related to any such NAVY CLAIMS.

(c) The indemnification referred to in Section 12.6(a) shall not apply to any such NAVY CLAIMS resulting from (i) any NAVY INDEMNITEE's use of any LICENSED T CELL PRODUCT or LICENSED T CELL METHOD or (ii) the exercise of any rights reserved hereunder by NAVY or under the PARENT LICENSE.

(d) ADAPTIMMUNE shall not be obligated to indemnify NAVY under Section 12.6(a) for NAVY CLAIMS determined to be legally caused solely by the gross negligence or willful

misconduct by NAVY in the unappealable final judgment of a court of competent jurisdiction. Section 12.6(a) shall remain applicable at all times prior to any such unappealable final judgment.

(e) In connection with any NAVY CLAIMS for which NAVY seeks indemnification from ADAPTIMMUNE in accordance with this Section 12.6, NAVY: (i) shall give LTC prompt written notice of the NAVY CLAIM, which LTC will provide to ADAPTIMMUNE; provided, however, that failure to provide such notice shall not relieve ADAPTIMMUNE from its liability or obligation hereunder, except to the extent of any material prejudice as a direct result of such failure; (ii) shall cooperate with ADAPTIMMUNE, at ADAPTIMMUNE's expense, in connection with the defense and settlement of the NAVY CLAIM; and (iii) shall permit ADAPTIMMUNE to control the defense and settlement of the NAVY CLAIM; provided, however, that ADAPTIMMUNE shall not settle any such NAVY CLAIM with an admission of liability of NAVY INDEMNITEES without NAVY's written approval, which shall not be unreasonably withheld, conditioned or delayed.

(f) Prior to any distribution or commercial use of any LICENSED T CELL PRODUCT or commercial use of any LICENSED T CELL METHODS by ADAPTIMMUNE or its AFFILIATES, ADAPTIMMUNE shall purchase and maintain in effect commercial general liability insurance, including product liability insurance and errors and omissions insurance which shall protect ADAPTIMMUNE, and NAVY with respect to the events covered by Section 12.6(a). Such insurance policy must provide reasonable coverage for all claims with respect to any LICENSED T CELL METHOD used and any LICENSED T CELL PRODUCTS manufactured, used, sold, licensed or otherwise distributed by ADAPTIMMUNE and its AFFILIATES and must specify NAVY INDEMNITEES as additional insureds. ADAPTIMMUNE shall furnish certificate(s) of such insurance to NAVY, upon request by LTC or NAVY.

12.7 NAVY, UM and DFCI acknowledged and agreed in the PARENT LICENSE, and LTC agrees hereby, that the obligations to obtain insurance under Sections 12.1(c), 12.3(c), 12.4(f) and 12.6(f) may be satisfied using the same insurance policies; provided such policies meet the requirements of such sections.

Article 13 CONFIDENTIALITY

13.1 From the EFFECTIVE DATE until *** after the termination or expiration of the SUB-LICENSE, each RECIPIENT shall:

(a) limit dissemination of the DISCLOSER's INFORMATION to those of the RECIPIENT's AFFILIATES and their respective directors, officers, employees, agents, shareholders, and subcontractors who have a reasonable need to know such INFORMATION to exercise its rights or perform its obligations or otherwise;

(b) maintain INFORMATION of the DISCLOSER in confidence and not disclose such INFORMATION to any THIRD PARTY (other than as set forth in Section 13.2 and as above); and

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

(c) use such INFORMATION only to the extent necessary for RECIPIENT to exercise its rights and perform its obligations under this SUB-LICENSE and to permit LTC to perform its obligations under the PARENT LICENSE.

13.2 (a) Notwithstanding the provisions of Section 13.1, (i) if a RECIPIENT is compelled to disclose any DISCLOSER's INFORMATION by law or order of a court of competent jurisdiction, or (ii) if it is reasonably necessary in the reasonable opinion of a RECIPIENT's legal counsel to disclose INFORMATION to comply with applicable laws (including compliance with any applicable securities regulation, stock exchange or NASDAQ disclosure requirements and for tax reporting purposes), then any such disclosure to the extent so compelled or required shall not be a breach hereunder; provided that reasonable advance notice is given to the DISCLOSER to permit the DISCLOSER a reasonable opportunity to obtain all applicable governmental or judicial protection available for like material, and the RECIPIENT will reasonably cooperate with the DISCLOSER, at the expense of the DISCLOSER, with respect thereto.

(b) Notwithstanding the provisions of Section 13.1, ADAPTIMMUNE may use and disclose INFORMATION of LTC and the PARENT LICENSORS in order to make filings and submissions to, or correspond or communicate with, the UNITED STATES Food and Drug Agency or any clinical registry or agency, including without limitation the European Medicines Agency (EMEA) or The Medicines and Healthcare products Regulatory Agency (MHRA) of the UK, including for purposes of obtaining authorizations to conduct clinical trials of, and to commercialize, LICENSED T CELL PRODUCTS pursuant to this SUB-LICENSE.

ADAPTIMMUNE shall use INFORMATION of LTC and the PARENT LICENSORS and make the foregoing disclosures only to the extent necessary in the reasonable opinion of such PARTY's legal counsel, and shall use reasonable commercial efforts to obtain confidential treatment for such disclosures.

(c) Notwithstanding the provisions of Section 13.1, ADAPTIMMUNE may use and disclose INFORMATION of LTC and the PARENT LICENSORS to investors and potential investors.

ADAPTIMMUNE shall make the foregoing disclosures only pursuant to written, executed confidentiality agreements in which the use and confidentiality obligations are no less burdensome than those hereunder, and expressly limiting onward disclosure to the counterparty's financial and legal advisors, and then only under an equivalent or more burdensome obligation of non-disclosure and limited use.

(d) Notwithstanding the provisions of Section 13.1, LTC may disclose this SUB-LICENSE and all royalty reports hereunder or thereunder to the PARENT LICENSORS, subject to the following. ADAPTIMMUNE acknowledges that PARENT LICENSORS have a right to disclose:

(i) this SUB-LICENSE (and royalty reports provided by ADAPTIMMUNE hereunder) to

the inventors of the LICENSED PATENTS, provided that in no event shall such disclosure include the COMMERCIAL DEVELOPMENT PLAN or any progress reports or other reports containing INFORMATION of ADAPTIMMUNE;

(ii) Sections 1.8, 1.11, 1.14, 1.20, 1.22, 1.31, 2.1, 10.2 through 10.4 and Exhibits B, C and D of this SUB-LICENSE to any THIRD PARTY who has been granted a license outside the FIELD under the PARENT LICENSORS' interest in any of the LICENSED PATENTS; and

(iii) this SUB-LICENSE (and royalty reports provided by ADAPTIMMUNE hereunder) to HHMI, provided that in no event shall such disclosure include any progress reports or other reports containing INFORMATION of ADAPTIMMUNE. ADAPTIMMUNE acknowledges that UM is required to provide this SUB-LICENSE to HHMI prior to execution.

Each PARENT LICENSOR has agreed in the PARENT LICENSE that it shall make the foregoing disclosures only pursuant to written, executed confidentiality agreements in which the use and confidentiality obligation are no less burdensome than those under the PARENT LICENSE, and expressly limiting onward disclosure to the counterparty's financial and legal advisors, and then only under an equivalent or more burdensome obligation of non-disclosure and limited use.

(e) Notwithstanding the provisions of Section 13.1, ADAPTIMMUNE acknowledges that PARENT LICENSORS each have a right to disclose, without burden of confidentiality or limited use, the substance of Sections 1.8, 1.11, 1.14, 1.20, 1.22, 1.31, 2.1, 10.2 and 10.3 and Exhibits B, C and D of this SUB-LICENSE to any employee of such PARENT LICENSOR or THIRD PARTY who has a reasonable need to know the extent of the rights reserved in Sections 10.2 through 10.4.

ADAPTIMMUNE agrees to give reasonable consideration to any reasonable request of any PARENT LICENSOR to permit disclosure of INFORMATION to a THIRD PARTY requesting the same for the purpose of demonstrating compliance with any agreement relating to the LICENSED PATENTS. Any such disclosure shall be subject to reasonable controls, including the restrictions in the immediately preceding paragraph.

13.3 This Article 13 will survive termination or expiration of this SUB-LICENSE.

Article 14. GENERAL PROVISIONS

14.1 Governing Law; Dispute Resolution

(a) The PARTIES intend that nothing in this SUB-LICENSE derogates any provision of the PARENT LICENSE. With respect to any issue pertaining to the interpretation of the PARENT LICENSE, or a breach thereof hereunder, this SUB-LICENSE shall be governed by and construed in accordance with the applicable provisions in the PARENT LICENSE, including without limitation, Section 17.1(a) regarding United States Federal Law, Regulations, Directives, and Instructions.

(b) This SUB-LICENSE shall be governed by and construed in accordance with the laws of *** in each case without reference to any rules of conflict of laws, except that matters pertaining to intellectual property rights and patents shall be governed by the laws of the jurisdiction in which such intellectual property rights or patents exist. Any dispute between ADAPTIMMUNE and LTC pertaining to the interpretation of this SUB-LICENSE, or the breach thereof, shall be settled by binding arbitration in the city of Washington, D.C., administered by the American Arbitration Association ("AAA") in accordance with its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The administrative charges, arbitrators' fees, and related expenses of any arbitration shall be paid equally by the PARTIES but each PARTY shall be responsible for any costs or expenses incurred in presenting such PARTY's case to the arbitrators, such as attorney's fees or expert witness fees. There shall be three arbitrators. Each PARTY shall appoint one arbitrator. The third arbitrator shall act as the presiding arbitrator and shall be appointed by agreement of the PARTY-appointed arbitrators. If no agreement on such appointment can be reached, the parties may ask AAA to make the appointment. The arbitration proceedings shall be conducted in English. The arbitration tribunal shall applyAAA rules in effect at the time of the arbitration. In the event of a conflict between the provisions of this Section 14.1(b) and such AAA rules, the provisions of this Section 14.1(b) shall prevail. The award of the arbitration tribunal shall be final and binding upon the disputing PARTIES and the winning PARTY may, at the cost and expense of the losing PARTY, apply to any court of competent jurisdiction for enforcement of such award. The administrative charges, arbitrators' fees, and related expenses of any arbitration shall be paid equally by the PARTIES, but each PARTY shall be responsible for any costs or expenses incurred in presenting such PARTY's case to the arbitrators, such as attorney's fees or expert witness fees.

(c) ADAPTIMMUNE has a right to appeal, in accordance with procedures prescribed by the Chief of Naval Research, any dispute between ADAPTIMMUNE and NAVY or LTC and NAVY concerning the interpretation, modification, and/or termination of this SUB-LICENSE.

(d) Notwithstanding the PARTIES' agreement to arbitrate, the PARTIES hereby agree that a PARTY may apply to any court of law or equity of competent jurisdiction for specific performance or injunctive relief to enforce or prevent any violation of the provisions of Article 13 of the SUB-LICENSE.

(e) Notwithstanding the foregoing, no dispute affecting the rights or property of HHMI shall be subject to the arbitration procedures set forth above.

14.2 Complete Agreement

Upon effectiveness hereof, this SUB-LICENSE constitutes the complete understanding and agreement between the PARTIES and supersedes any prior understanding or written or oral agreement relative to the subject matter of this SUB-LICENSE. This SUB-LICENSE, including this Section 14.2, may not be amended except by an instrument in writing signed by the PARTIES.

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

14.3 Severability

The PARTIES intend that no provision of this SUB-LICENSE is contrary to any applicable law or regulation. The illegality or invalidity of any provision of this SUB-LICENSE shall not impair, affect, or invalidate any other provision of this SUB-LICENSE.

14.4 Interpretation of Headings

Headings of the Articles or Sections of this SUB-LICENSE are for convenience of reference only and do not form a part of this SUB-LICENSE and shall in no way affect the interpretation thereof.

14.5 Independent Parties/Entities

The relationship of the PARTIES is that of independent parties and not as agents of each other, partners, or participants in a joint venture. Each of the PARTIES shall maintain sole and exclusive control over their respective personnel and operations.

14.6 Third Party Beneficiary

HHMI is not a party to this SUB-LICENSE and has no liability to ADAPTIMMUNE, or any user of anything covered by this SUB-LICENSE, but HHMI is an intended third-party beneficiary of this SUB-LICENSE and certain of its provisions are for the benefit of HHMI and are enforceable by HHMI in its own name.

14.7 Use of Names

ADAPTIMMUNE agrees to refrain from using the name of UM, DFCI, NAVY, HHMI or LTC or any of their respective AFFILIATES, or any trade name, trademark or logo of LTC or any of its AFFILIATES in publicity or advertising without the prior written approval of UM, DFCI, NAVY, HHMI or LTC, whichever the case may be. LTC agrees to refrain from using the name of ADAPTIMMUNE or its AFFILIATE, or any trade name, trademark or logo of ADAPTIMMUNE or its AFFILIATE in publicity or advertising without the prior written approval of ADAPTIMMUNE. Notwithstanding this provision, without prior written approval of UM, DFCI, NAVY, HHMI or LTC, ADAPTIMMUNE may state publicly that LICENSED T CELL PRODUCTS and LICENSED T CELL METHODS were developed by ADAPTIMMUNE based upon inventions developed at UM, DFCI and NAVY and/or that the LICENSED PATENTS were licensed from LTC.

14.8 Bankruptcy Code 365(n).

The PARTIES acknowledge and agree that this SUB-LICENSE is for the purposes of Section 365(n) of the United States Bankruptcy Code (the "BANKRUPTCY CODE") a license of rights to "intellectual property" as defined under Section 101(56) of the BANKRUPTCY CODE. The PARTIES agree that ADAPTIMMUNE, as a ADAPTIMMUNE of such rights under this SUB-LICENSE, subject to ADAPTIMMUNE and its AFFILIATES' full compliance

with all of its obligations under this SUB-LICENSE (including its obligations to pay royalties and abide by all license restrictions), shall retain and may fully exercise all of its rights (including any right to enforce any exclusivity provision of this SUB-LICENSE (including any embodiment of such "intellectual property")), remedies and elections under the BANKRUPTCY CODE.

14.9 Counterparts and Facsimile

This SUB-LICENSE may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This SUB-LICENSE may be executed by facsimile signature.

14.10 Waiver

The PARTIES hereto mutually covenant and agree that no waiver by either PARTY of any breach or default of the terms of this SUB-LICENSE shall be deemed a waiver of any subsequent breach or default thereof.

14.11 Computation of Time

Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall on a Saturday, Sunday, or any public or legal holiday, whether local or national, the PARTY having such privilege or duty shall have until 5:00 p.m. in such PARTY's time zone on the next succeeding business day to exercise such privilege, or to discharge such duty.

14.12 Further Acts and Instruments

Upon request by either PARTY, the other PARTY agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be reasonably necessary or appropriate in order to carry out the purposes and intent of this SUB-LICENSE.

SIGNATURES

IN WITNESS WHEREOF, the PARTIES hereto have caused this SUB-LICENSE to be executed by their authorized representatives. This SUB-LICENSE is effective as of the EFFECTIVE DATE.

For LTC

Life Technologies Corporation

By: /s/ Paul Grossman
(signature)

Typed Name: Paul Grossman

Title: SVP, Strategy & Corp. Dev.

Date: 12/20/12

For ADAPTIMMUNE

Adaptimmune Limited

By: /s/ James Noble
(signature)

Typed Name: James J Noble

Title: CEO

Date 19 December 2012

EXHIBIT A
PARENT LICENSE

Exclusive Patent License Agreement Among Invitrogen Corporation, the U.S. Department of Navy, the Regents of the University of Michigan, and Dana Farber Cancer Institute
Navy License No. NMR-2358; UM License No. 0377; DFCI License No: 3120

Execution Copy
BUSINESS CONFIDENTIAL INFORMATION

EXCLUSIVE LICENSE

Among

INVITROGEN CORPORATION
(as licensee)

And

UNITED STATES DEPARTMENT OF THE NAVY
THE REGENTS OF THE UNIVERSITY OF MICHIGAN
AND
DANA FARBER CANCER INSTITUTE, INC.
(as licensors)

TABLE OF CONTENTS

PREAMBLE

This Exclusive License (hereinafter called "LICENSE") is made and entered into by and among the United States Department of the Navy at the Naval Medical Research Center (hereinafter called "NAVY"), the Regents of the University of Michigan (hereinafter called "UM"), Dana Farber Cancer Institute, Inc. (hereinafter call "DFCI") and Invitrogen Corporation, a Delaware corporation (hereinafter called "LICENSEE") whose headquarters are located at 5791 Van Allen Way, Carlsbad, CA 92008. Each of NAVY, UM, DFCI and LICENSEE is a "PARTY" hereunder, and may be collectively referred to as the "PARTIES". Each of the NAVY, UM and DFCI is a LICENSOR hereunder, and may be collectively referred to as the LICENSORS.

WITNESSETH:

(1) WHEREAS, Title 35 of the United States Code, section 207, authorizes Federal agencies to license their patents; and

(2) WHEREAS, Title 37 of the Code of Federal Regulations, Chapter IV, Part 404 entitled "Licensing of Government Owned Inventions" sets forth the terms and conditions under which licenses may be granted; and

(3) WHEREAS, the above-cited authorities provide that licensing of Federal Government inventions will best serve the interests of the Government and the public when utilization of such inventions is promoted and such inventions are brought to PRACTICAL APPLICATION (as defined below); and

(4) WHEREAS, each of NAVY, UM and DFCI has assignment of title to the inventions disclosed and claimed in the NAVY LICENSED PATENTS, the UM LICENSED PATENTS and the DFCI LICENSED PATENTS (each capitalized term as defined below), respectively; UM has assignment of title from the HHMI (as defined below) of any rights of any employees of HHMI; and

(5) WHEREAS, NAVY was a party to a Cooperative Research and Development Agreement (CRADA) No. NMR-128 with EFFECTIVE DATE 20 December 1991; and the inventions claimed in the patents and patent applications listed in Exhibit B were first conceived or actually reduced to practice under said CRADA; and

(6) WHEREAS, prior to the execution hereof, the LICENSORS (NAVY under the name "United States of America as represented by the Secretary of the Navy") have granted exclusive rights in the LICENSED PATENTS (as defined below) to Genetics Institute, LLC ("GI"), Genetics Institute, Inc. and Repligen Corporation (each of Genetics Institute, Inc. and Repligen Corporation being a predecessor in interest to Genetics Institute, LLC) under the WYETH LICENSE AGREEMENTS (as defined below); and

(7) WHEREAS, LICENSORS and GI desired to transfer the rights and obligations of GI under the WYETH LICENSE AGREEMENTS to INVITROGEN and therefore immediately

prior to the EFFECTIVE DATE (as defined below), LICENSEE, LICENSORS and GI entered into the ASSIGNMENT AND ASSUMPTION AGREEMENT (as defined below); and

(8) WHEREAS, immediately following the execution of the ASSIGNMENT AND ASSUMPTION AGREEMENT, the PARTIES desire to amend and restate the WYETH LICENSE AGREEMENTS in their entirety by entering this LICENSE which is effective as of the EFFECTIVE DATE; and

(9) WHEREAS, LICENSEE has agreed that any products embodying this invention or produced through the use of this invention for use or sale in the UNITED STATES will be manufactured substantially in the UNITED STATES; and

(10) WHEREAS, THE NAVY

(a) has determined that the interest of the Federal Government and the public will best be served by the proposed license, in view of LICENSEE'S intentions, plans, and ability to bring the invention described and claimed in the LICENSED PATENTS to PRACTICAL APPLICATION or otherwise promote the invention's utilization by the public;

(b) has determined that the desired PRACTICAL APPLICATION is not likely expeditiously to be achieved under any non-exclusive license which may be granted, on the invention;

(c) has determined that exclusive licensing is a reasonable and necessary incentive to call forth the investment of risk capital and expenditures to bring the invention to PRACTICAL APPLICATION or otherwise promote the invention's utilization by the public;

(d) has determined that the proposed terms and scope of exclusivity are not greater than reasonably necessary to provide the incentive for bringing the invention to PRACTICAL APPLICATION or otherwise promote the invention's utilization by the public; and

(e) has not determined that the grant of this LICENSE will tend substantially to lessen competition or result in undue concentration in any section of the country in any line of commerce to which the technology to be licensed relates or to create or maintain other situations inconsistent with the antitrust laws; and

(11) WHEREAS, LICENSORS have considered the capabilities of LICENSEE to bring the invention to PRACTICAL APPLICATION and have found that LICENSEE is a responsible party for negotiating this LICENSE on terms and conditions most favorable to the public interest and that to grant this exclusive LICENSE would be in the public interest;

NOW, THEREFORE, in accordance with and to the extent provided by the aforementioned authorities and in consideration of the foregoing premises and of the covenants and obligations hereinafter set forth to be well and truly performed, and other good and valuable consideration, the parties hereto agree to the foregoing and as follows.

Article 1. DEFINITIONS

The following definitions shall apply to the defined words where such words are used in this LICENSE.

1.1 "AFFILIATE" means any corporation or other entity which controls, is controlled by, or is under common control with any PARTY or any SUB-LICENSEE. A corporation or other entity shall be regarded as in control of another corporation or entity if it directly or indirectly owns or controls more than fifty percent (50%) of the voting stock or other ownership interest of the other corporation or entity, or if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the corporation or other entity or the power to elect or appoint fifty percent (50%) or more of the members of the governing body of the corporation or other entity. AFFILIATES of LICENSEE as of the EFFECTIVE DATE are listed on Exhibit F, and each such AFFILIATE is controlled by LICENSEE.

1.2 "APPROVED" means, with respect to a product or process, that the sale of such product or process or its use for CLINICAL APPLICATIONS in any country has been licensed, cleared or approved by all applicable regulatory or other governmental authority in such country, including the Food and Drug Administration ("FDA") with respect to products or processes sold in the UNITED STATES.

1.3 "ASSIGNMENT AND ASSUMPTION AGREEMENT" means that certain agreement whereby LICENSEE became the assignee of GI's interests in each of the WYETH LICENSE AGREEMENTS.

1.4 "CLINICAL APPLICATIONS" means all human and veterinary diagnostic, therapeutic and prophylactic applications (including vaccines and ex vivo expansion of cells that are then used in vivo) in the FIELD.

1.5 "CLINICAL PRODUCTS" means T CELL PRODUCTS and KITS intended for use in CLINICAL APPLICATIONS.

1.6 [redacted]

1.7 "COMMERCIAL DEVELOPMENT PLAN" means the plan for development and marketing for CLINICAL PRODUCTS set forth in Exhibit E.

1.8 "DFCI LICENSED PATENTS" means DFCI's rights in the patents and patent applications listed on Exhibit A.

1.9 "EFFECTIVE DATE" of this LICENSE means 11:57PM PDT, September 30, 2008.

1.10 "FIELD" means any and all uses and applications, other than developing, making, using, selling, and offering for sale of pharmaceutical products containing CTLA4-Ig or a mutant

thereof.

1.11 "GRANTOR" means [redacted]

1.12 "HHMI" means the Howard Hughes Medical Institute.

1.13 "INFORMATION" means, with respect to a PARTY hereto, information marked as "proprietary", "business proprietary", "business confidential information" or other equivalent designation that such PARTY (the "DISCLOSER") provides to the other PARTY (the "RECIPIENT"), and reasonably considers to be of a confidential, proprietary or trade secret nature, including financial statements and projections, technical reports, royalty reports, SUB-LICENSEE information, customer and supplier information, research, designs, plans, compilations, methods, techniques, processes, procedures, clinical data and know-how, whether in tangible or intangible form. The terms and conditions of this LICENSE shall be INFORMATION of the PARTIES; as between the PARTIES, the COMMERCIAL DEVELOPMENT PLAN at Exhibit E hereto, each SUB-LICENSE AGREEMENT (including its Schedules and Exhibits), any related agreements, and any reports or notices provided hereunder or thereunder, shall be INFORMATION of LICENSEE, whether or not marked as set forth above. Notwithstanding the foregoing, INFORMATION of a PARTY shall not include information that the RECIPIENT can establish by records:

(a) is within the public domain prior to the time of receipt by the RECIPIENT or thereafter becomes within the public domain other than as a result of disclosure by the RECIPIENT or any of its representatives in violation of this LICENSE;

(b) was, on or before the date of disclosure, in the possession of the RECIPIENT;

(c) is acquired by the RECIPIENT from a THIRD PARTY having the right to disclose without burden of confidentiality; or

(d) is hereafter independently developed by the RECIPIENT.

1.14 "IP HOLDING COMPANY" means a wholly owned AFFILIATE of a GRANTOR which is established as an intellectual property holding company. LICENSEE'S IP HOLDING COMPANY is Invitrogen IP Holdings, Inc., whose headquarters are located at 5791 Van Allen Way, Carlsbad, CA 92008.

1.15 "JOINTLY-OWNED LICENSED PATENT" means any LICENSED PATENT that is jointly-owned by more than one LICENSOR.

1.16 "KIT" means a [redacted]

1.17 "LICENSED INVENTION" means an invention claimed in the LICENSED PATENTS.

1.18 "LICENSED METHOD" means any method the practice of which would, but for the grant of the license herein, infringe one or more valid claims of the LICENSED PATENTS.

1.19 "LICENSED PATENTS" means the NAVY LICENSED PATENTS, the UM LICENSED PATENTS and the DFCI LICENSED PATENTS, and any patent issuing from any patent application therein, together with any reissues, extensions or other governmental acts which effectively extend the period of exclusivity by the patent

holder, substitutions, confirmations, registrations, revalidations, additions, continuations, divisions, and continuations in part (to the extent of claims entitled to the priority of any of the foregoing) of or to any of the foregoing and any foreign counterparts filed or issued in the LICENSED TERRITORY.

1.20 "LICENSED TERRITORY" means any country in the world in which a LICENSED PATENT exists.

1.21 "MINIMUM ANNUAL ROYALTIES" shall have the meaning ascribed in Section 6.2.

1.22 "NAVY LICENSED PATENTS" means the NAVY's rights in the patents and patent applications listed in Exhibit B.

1.23 "NET SELLING PRICE" means:

(a) Except as specified in sub-paragraph (b) below, the gross receipts of LICENSEE, SUB-LICENSEES and their respective AFFILIATES from the sale of ROYALTY-BEARING PRODUCTS, less deductions for (i) import, export, excise, sales, value added and use taxes, custom duties, freight and insurance invoiced to and/or paid by the purchaser of such ROYALTY-BEARING PRODUCTS; (ii) rebates and trade discounts customarily and actually allowed (other than advertising allowances, and fees or commissions to employees of LICENSEE, SUB-LICENSEES and their respective AFFILIATES); and (iii) credits for returns, allowances or trades, actually granted.

[redacted]

Transfer of ROYALTY-BEARING PRODUCTS by LICENSEE or a SUB-LICENSEE to its respective AFFILIATES for subsequent resale shall not constitute sale to THIRD PARTIES. Those revenues from sale of ROYALTY-BEARING PRODUCTS to AFFILIATES and SUB-LICENSEES for internal non-commercial use shall be included in the determination of NET SELLING PRICE.

There shall be no imputed revenues from (i) promotional free samples, free goods, or other marketing programs whereby ROYALTY-BEARING PRODUCTS are provided free of charge to promote sales; or (ii) use of CLINICAL PRODUCTS for compassionate use or physician-sponsored investigational new drug applications. Furthermore, until such time as a CLINICAL PRODUCT has been licensed or approved by all applicable regulatory authorities in a given country, transfer of such CLINICAL PRODUCT in or to that country for testing, preclinical, clinical or developmental purposes shall be included in the calculation of "NET SELLING PRICE" hereunder only to the extent that consideration received for such CLINICAL PRODUCT exceeds the cost of such CLINICAL PRODUCT.

1.24 "OTHER PRODUCTS" means [redacted]

1.25 "PIVOTAL TRIAL" means any pivotal or registration study or equivalent thereof for the purpose of obtaining regulatory approval or clearance in any jurisdiction.

1.26 "PRACTICAL APPLICATION" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system, and, in each case under such conditions as to establish that the LICENSED INVENTION is being utilized and that its benefits are to the extent permitted by law and Government regulations available to the public on reasonable terms.

1.27 "ROYALTY-BEARING PRODUCT" means any product (i) the manufacture, use, offer for sale, import or sale of which would, but for the grant of the license herein, infringe or is covered by one or more valid claims of the LICENSED PATENTS, (ii) used in accordance with a LICENSED METHOD, or (iii) is produced, processed or otherwise manufactured in accordance with a LICENSED METHOD.

1.28 "SOLELY-OWNED LICENSED PATENT" means any LICENSED PATENT that is owned by only one LICENSOR.

1.29 "STANDARD FORMULA" shall have the meaning ascribed in Section 6.3(e)(i).

1.30 "SUB-LICENSE AGREEMENT" shall have the meaning ascribed in Section 12(a).

1.31 "SUB-LICENSEE" means (i) each THIRD PARTY to whom LICENSEE has granted a sub-license to make and have made, to use and have used, to offer for sale and have offered for sale, to sell and have sold, to import and have imported the ROYALTY-BEARING PORDUCTS; [redacted]

[redacted]

1.32 "SUB-LICENSING REVENUE" means [redacted]

1.33 "T CELL PRODUCT" means a ROYALTY-BEARING PRODUCT comprised of or containing T-cells.

1.34 "TERM" means the period commencing on the EFFECTIVE DATE and ending on the expiration of the last to expire patent in the LICENSED PATENTS.

1.35 "THIRD PARTY" means any person or entity that is not (i) a PARTY to this LICENSE or HHMI, or (ii) an AFFILIATE of a PARTY to this LICENSE or HHMI, and with respect to any SUB-LICENSE, any person or entity that is not (a) a party to the SUB-LICENSE or (b) an AFFILIATE of a party to the SUB-LICENSE.

1.36 "UM LICENSED PATENTS" means UM's rights in the patents and patent applications listed on Exhibit C.

1.37 "UNITED STATES" means the United States of America, its territories and possessions, the District of Columbia, and the Commonwealth of Puerto Rico.

1.38 "WYETH LICENSE AGREEMENTS" means the following agreements:

(a) "Navy Agreement" means the Exclusive License dated December 10, 1996 between GI and the NAVY;

(b) "Michigan Agreement" means the License Agreement dated May 28, 1992, between Repligen Corporation ("Repligen") and UM, as amended, with respect to which GI is the successor in interest to Repligen; and

(c) "DFCI Agreement" means the Amended and Restated Licensing Agreement dated February 1, 2008 between GI and DFCI.

1.39 "XCYTE LICENSE" means that certain License Agreement dated July 8, 1998, as amended, by and between Xcyte Therapies, Inc. ("XCYTE") and Genetics Institute, LLC (formerly Genetics Institute, Inc.), with respect to which LICENSEE is XCYTE's successor in interest.

Article 2. DFCI REPRESENTATIVE

For purposes of this LICENSE, DFCI hereby consents to the appointment of UM as the representative of DFCI under this LICENSE ("DFCI's REPRESENTATIVE"). DFCI's REPRESENTATIVE shall be entitled to consent to and execute on behalf of DFCI (i) all SUB-LICENSE AGREEMENTS (as defined in Article 12 below) and related agreements, including all amendments to such agreements and take all actions required or permitted to be taken under such agreements, and (ii) amendments to this LICENSE (other than with respect to Section 15.1). UM hereby accepts such appointment as DFCI's REPRESENTATIVE. Where the consent or other action of the LICENSORS is required under this LICENSE, such consent will be provided or other action will be taken by NAVY and UM, the latter acting on behalf of itself and DFCI.

Article 3. LICENSE GRANTS

3.1 NAVY hereby grants to LICENSEE and its AFFILIATES an exclusive right and license, with the right to sub-license (as provided in Article 12 below), under the NAVY LICENSED PATENTS to make and have made, to use and have used, to offer for sale and have offered for sale, to sell and have sold, to import and have imported ROYALTY-BEARING PRODUCTS and to practice and have practiced the LICENSED METHODS covered by the NAVY LICENSED PATENTS throughout the LICENSED TERRITORY in the FIELD during the TERM.

3.2 UM hereby grants to LICENSEE and its AFFILIATES an exclusive right and license, with the right to sub-license (as provided in Article 12 below), under the UM LICENSED PATENTS to make and have made, to use and have used, to offer for sale and have offered for sale, to sell and have sold, to import and have imported ROYALTY-BEARING PRODUCTS and to practice and have practiced the LICENSED METHODS covered by the UM LICENSED PATENTS throughout the LICENSED TERRITORY in the FIELD during the TERM.

3.3 DFCI hereby grants to LICENSEE and its AFFILIATES an exclusive right and license, with the right to sub-license (as provided in Article 12 below), under the DFCI LICENSED PATENTS to make and have made, to use and have used, to offer for sale and have offered for sale, to sell and have sold, to import and have imported ROYALTY-BEARING PRODUCTS and to practice and have practiced the LICENSED METHODS covered by the DFCI LICENSED PATENTS throughout the LICENSED TERRITORY in the FIELD during the TERM.

3.4 The licenses set forth in Sections 3.1 through 3.3 include the right to convey to the purchaser by label license (for example, the label license for research products shown in Exhibit D) accompanying the sale of a ROYALTY-BEARING PRODUCT the right to practice

the LICENSED METHODS in the FIELD. A label license shall not be deemed to be a SUB-LICENSE AGREEMENT.

3.5 LICENSORS' grant to one or more AFFILIATES in Sections 3.1 through 3.3 shall not be deemed a sub-license by LICENSEE, and such AFFILIATES shall not be subject to separate payment obligations to LICENSORS as SUB-LICENSEES under Article 6; provided that such grant by LICENSORS is subject to the following: (a) no such AFFILIATE may be directly or indirectly controlled by a foreign company, corporation, association, business or government, and (b) each such AFFILIATE has agreed in writing to comply with the terms and conditions hereof.

3.6 The LICENSE is nonassignable by LICENSEE without written approval of LICENSORS except to (i) an AFFILIATE of LICENSEE; or (ii) to a THIRD PARTY who acquires the entire business or substantially all of the assets of LICENSEE to which the LICENSE pertains, provided that such successor in interest is not directly or indirectly controlled by a foreign company, corporation, association, business or government. In any event, any assignee must provide a statement in writing to LICENSORS that it agrees to accept all the terms and conditions of this LICENSE in the place of LICENSEE.

3.7 LICENSEE acknowledges that European patent application EP 04015607.7, published as EP 1488805, has been unconditionally withdrawn, and NAVY and UM each agree that no attempt will be made by or for such LICENSOR to refile such application, nor will such LICENSOR enable anyone else to do so.

Article 4. JOINT OWNERSHIP

With respect to each LICENSOR'S rights in any JOINTLY-OWNED LICENSED PATENTS, each LICENSOR hereby waives or consents to each other joint owner granting LICENSEE and its SUB-LICENSEES the right to exploit the JOINTLY-OWNED LICENSED PATENTS in the LICENSED TERRITORY in accordance with the provisions of this LICENSE.

Article 5. LICENSEE'S PERFORMANCE

5.1 LICENSEE agrees that during the period of this LICENSE any products embodying a LICENSED INVENTION or produced through the use of a LICENSED INVENTION for use or sale by LICENSEE or its SUB-LICENSEES in the UNITED STATES will be manufactured substantially in the UNITED STATES.

Upon request of LICENSEE or any SUB-LICENSEE, LICENSORS agree to reasonably cooperate with LICENSEE or such SUB-LICENSEE to obtain a waiver of this requirement from the UNITED STATES government, and, in the event such waiver is obtained, LICENSORS will be deemed to have waived the obligations of this Section 5.1.

5.2 (a) LICENSEE agrees to use reasonable commercial efforts to carry out, either directly or through one or more SUB-LICENSEES, the COMMERCIAL DEVELOPMENT PLAN to bring the LICENSED TNVENTION to PRACTICAL APPLICATION. For CLINICAL APPLICATIONS, LICENSEE will use reasonable commercial efforts, in its scientific and business judgment, to develop and commercialize

CLINICAL PRODUCTS itself or through SUB-LICENSEES. LICENSEE will be deemed to be using reasonable commercial efforts if, in each calendar year during the TERM, commencing January 1, 2009, until the first commercial sale of a CLINICAL PRODUCT, LICENSEE and/or its SUB-LICENSEES expend no less than $*** on research and development directly relating to CLINICAL PRODUCT development.

(b) Subject to the terms of Section 5.6 below, if LICENSEE has failed to demonstrate reasonable commercial efforts, either directly or through SUB-LICENSEE(s), as required by Section 5.2(a) above, LICENSORS may provide a written notice to LICENSEE specifying the basis for such notice. Upon receipt of such notice, LICENSEE shall develop and provide to LICENSORS a written plan to cure such failure within ninety (90) days of receipt of such notice. LICENSORS and LICENSEE will mutually agree upon a timetable for performance of such cure plan. If LICENSEE or the applicable SUB-LICENSEE fails to diligently implement such written cure plan, LICENSORS shall be entitled to provide written notice to terminate this LICENSE with respect to CLINICAL APPLICATIONS if such failure is not cured within a ninety (90) day period following receipt of such notice. Notwithstanding the foregoing, LICENSORS shall not unreasonably withhold their consent to any revision in the time periods under the COMMERCIAL DEVELOPMENT PLAN whenever requested in writing by LICENSEE and supported by evidence of technical difficulties or delays in regulatory processes that are outside of LICENSEE'S and any applicable SUB-LICENSEE'S reasonable control. LICENSEE may act by or through a SUB-LICENSEE with respect to the obligations of this Section 5.2.

(c) Upon the first commercial sale of a CLINICAL PRODUCT, LICENSEE will be deemed to have satisfied all diligence obligations under this Section 5.2. LICENSEE will, thereafter, continue to make the benefits of the LICENSED INVENTION reasonably accessible to the public for the remainder of the period of this LICENSE.

5.3 [redacted]

5.4 LICENSORS acknowledge and agree that all due diligence obligations due to LICENSORS under the WYETH LICENSE AGREEMENTS and the XCYTE LICENSE were satisfied.

5.5 LICENSEE agrees to report to LICENSORS within thirty (30) days of LICENSEE'S discontinuance of making the benefits of the LICENSED INVENTION reasonably accessible to the United States public.

5.6 If LICENSEE is relying on a SUB-LICENSEE to perform certain diligence obligations under Section 5.2, and such SUB-LICENSEE defaults in such obligations, then, if LICENSEE terminates such SUB-LICENSEE, LICENSEE will be relieved of the diligence obligations for a period of twelve (12) months after termination of the SUB-LICENSE AGREEMENT with respect to which such default occurs. If at the end of such period, LICENSEE has not itself or through another SUB-LICENSEE complied with the diligence

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obligations under Section 5.2, LICENSORS shall have the right to terminate the LICENSE in accordance with the terms of Section 10.5.

Article 6. ROYALTIES AND OTHER CONSIDERATION

6.1 License Issue Fee

LICENSEE shall pay to the LICENSORS a non-refundable license [redacted]

6.2. Minimum Annual Royalty

LICENSEE shall pay to LICENSORS minimum annual royalties ("MINIMUM ANNUAL ROYALTIES") as follows:

(a) a non-refundable MINIMUM ANNUAL ROYALTY of [redacted] for the sale of OTHER PRODUCTS by LICENSEE and its AFFILIATES for each calendar year, ending December 31, 2013, and thereafter a non-refundable MINIMUM ANNUAL ROYALTY equal to fifty percent (50%) of the earned royalties for the sale of OTHER PRODUCTS by LICENSEE and its AFFILIATES for the prior calendar year, and

(b) a non-refundable MINIMUM ANNUAL ROYALTY of [redacted] for each SUB-LICENSEE (together with its AFFILIATES) that is granted an exclusive sub-license to sell CLINICAL PRODUCTS until such time as the marketing and sale of such SUB-LICENSEE's (or such AFFILIATE'S) CLINICAL PRODUCTS has been APPROVED, and thereafter a non-refundable MINIMUM ANNUAL ROYALTY equal to fifty percent (50%) of the earned royalties for the sale of such CLINICAL PRODUCTS by such SUB-LICENSEE (and its AFFILIATES) for the prior calendar year, and

(c) a non-refundable MINIMUM ANNUAL ROYALTY of [redacted] for each SUB-LICENSEE (together with its AFFILIATES) that is granted a non-exclusive sub-license to sell CLINICAL PRODUCTS until such time as the marketing and sale of such SUB-LICENSEE's (or such AFFILIATE'S) CLINICAL PRODUCTS has been APPROVED, and thereafter a non-refundable MINIMUM ANNUAL ROYALTY equal to fifty percent (50%) of the earned royalties for the sale of such CLINICAL PRODUCTS by such SUB-LICENSEE (and its AFFILIATES) for the prior calendar year.

[redacted] The MINIMUM ANNUAL ROYALTY for each calendar year shall be paid on or before March1 of the current year to which the payment relates; provided that the first MINIMUM ANNUAL ROYALTIES for CLINICAL PRODUCTS or from SUB-LICENSEES shall not be due until March 1, 2010. MINIMUM ANNUAL ROYALTIES are not refundable in whole or in part.

[redacted]

The MINIMUM ANNUAL ROYALTY for the sale of CLINICAL PRODUCTS under Sub-section (b) and (c) above will be fully creditable against obligations to make payments to LICENSORS on account of (i) royalties under Sub-sections 6.3(b) and (c), [redacted]

6.3 Running Royalties

(a) LICENSEE shall pay royalties to LICENSORS of [redacted] of the NET SELLING PRICE for each OTHER PRODUCT sold after September 30, 2008 by LICENSEE, its licensed AFFILIATES, or its SUB-LICENSEES or their licensed AFFILIATES in the LICENSED TERRITORY during the TERM.

(b) LICENSEE shall pay royalties to LICENSORS of [redacted] of the NET SELLING PRICE for each T CELL PRODUCT sold by LICENSEE, its licensed AFFILIATES, or its SUB-LICENSEES or their licensed AFFILIATES in the LICENSED TERRITORY during the TERM.

(c) LICENSEE shall pay royalties to LICENSORS of [redacted] of the NET SELLING PRICE for each KIT sold by LICENSEE, its licensed AFFILIATES, or its SUB-LICENSEES or their licensed AFFILIATES in the LICENSED TERRITORY during the TERM. For the avoidance of doubt, if LICENSEE or a SUB-LICENSEE or any of their respective AFFILIATES uses a KIT to make T CELL PRODUCTS, LICENSEE and SUB-LICENSEES shall pay royalties on the NET SELLING PRICE of T CELL PRODUCTS obtained and sold by LICENSEE and its SUB-LICENSEES and their respective AFFILIATES in accordance with Section 6.3(b).

(d) For the avoidance of doubt, irrespective of the number of LICENSED PATENTS or LICENSED METHODS employed by any ROYALTY-BEARING PRODUCT, only one royalty shall be due and payable under this Section 6.3.

(e) ***

(i) ***

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[redacted]

(ii) ***

(f) If LICENSEE or a SUB-LICENSEE is a party to a patent or other technology license agreement with any THIRD PARTY, which license is employed in the manufacture, use and/or sale of a ROYALTY-BEARING PRODUCT, LICENSEE and its SUB-LICENSEES may reduce the royalty rate applicable hereunder by ***% for each *** [redacted]

(g) LICENSEE'S obligation to pay royalties on sales of ROYALTY-BEARING PRODUCTS shall terminate on a country-by-country basis upon the expiration of the last to expire of any LICENSED PATENT in each country. In the event that in any country all the claims within the LICENSED PATENT that cover a particular ROYALTY-BEARING PRODUCT are held invalid or unenforceable in an unappealed or unappealable order, then LICENSEE'S obligation to pay royalties with respect to such ROYALTY-BEARING PRODUCT shall terminate in such country.

(h) Royalties will not be paid to the LICENSORS, nor shall they be charged or collected, on ROYALTY-BEARING PRODUCTS sold directly to instrumentalities of the U.S. Government. Such sales of ROYALTY-BEARING PRODUCTS with established list or catalog prices shall have their prices reduced by an amount equal to that part of the established price attributable to the royalty.

6.4 SUB-LICENSING REVENUES

LICENSEE shall pay to LICENSORS a share of SUB-LICENSING REVENUES as follows:

(i) [redacted]

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[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

6.5 Milestone Payments

Except as set forth below, for each CLINICAL PRODUCT, LICENSEE will make payments ("MILESTONE PAYMENTS") in the manner prescribed in Section 6.6 and in accordance with the following schedule with respect to the following events (each a "MILESTONE EVENT") sponsored by any of LICENSEE and its AFFILIATES or any SUB-LICENSEE and its respective AFFILIATES:

(a) ***
(b) ***
(c) ***
(d) ***
(e) ***

[redacted]

[redacted]

[redacted]

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[redacted]

With respect to any CLINICAL PRODUCT for which any MILESTONE PAYMENT has been made, LICENSEE and any SUB-LICENSEE shall have no obligation to make the same MILESTONE PAYMENT when and if such party makes any filing (including amendments to the applicable Biological License Application) or obtains any approvals related to the use of the same CLINICAL PRODUCT for indications additional to the indication for which the first MILESTONE PAYMENT(S) for such CLINICAL PRODUCT was (were) made.

***

[redacted]

6.6 Method of Payment

LICENSEE shall send to each LICENSOR its share of running royalties, SUB-LICENSING REVENUE and MILESTONE PAYMENTS that accrue between January 1 and December 31 of each year by March 1 of the following year. The final payment shall be due sixty (60) days after expiration or termination of this LICENSE. All royalty payments shall be accompanied by a sales report, and other payments (including but not limited to SUB-LICENSING REVENUE and MILESTONE PAYMENTS) by appropriate documentation to explain the basis of the payment, in accordance with Section 9.2.

All payments due LICENSORS under this LICENSE shall be made payable in United States dollars as follows:

With respect to NAVY, payments shall be by check or bank draft drawn on a United States bank payable to Department of the Navy and mailed as follows:

Office of Naval Research
Patent Counsel of the Navy
ONR BDCC, Rm 524

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875 North Randolph Street
Arlington, Virginia 22203-1995

With respect to UM:

Payments shall be made to "The Regents of the University of Michigan." Payments drawn directly on a U.S. bank may be made by either check to the address in Article 9 or by wire transfer. Any payment drawn on a foreign bank or foreign branch of a U.S. bank shall be made only by wire transfer. Wire transfers shall be made in accordance with the following or any other instructions as may be specified by UM: ***

With respect to DFCI:

Dana-Farber Cancer Institute, Inc.

and mailed to:

***

or if by wire transfer or ACH:

Wire Transfers: ***

ACH Transfers: ***

Conversion of foreign currency shall be in accordance with U.S. generally accepted accounting principles and the standard practice of LICENSEE or the SUB-LICENSEE (as applicable) using exchange rates from a source that is generally accepted in industry, such as the Wall Street Journal, or a major United States bank. Such payments shall be without deduction of exchange, collection, or other charges, and specifically, without deduction of government-imposed fees or taxes, except as permitted in the definition of NET SELLING PRICE and except for withholding taxes, to the extent applicable.

6.7 Late Payments

Payments made by LICENSEE after the due date shall include interest at the rate of *** percent (***%) per month. Further, if the MINIMUM ANNUAL ROYALTY is not timely paid, this LICENSE shall terminate, in accordance with Article 10, if the payment together with the accrued interest and a surcharge of *** percent (***%) of the MINIMUM ANNUAL ROYALTY are not paid before the expiration of the cure period set forth in such Article 10.

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6.8 Retention of Records

LICENSEE agrees to make and keep, and shall require its AFFILIATES and SUB-LICENSEES and their respective AFFILIATES to make and keep, full, accurate and complete books and records (together with supporting documentation) as are necessary to establish its compliance with this Article 6 and to identify licensed AFFILIATES referred to in Section 3.5. Such records shall be retained for at least *** (***)years following the end of the calendar year to which they relate.

6.9 Audits

LICENSEE agrees that LICENSORS may, if LICENSORS so desires at a future time or times, but not more often than once every 12 months, have a duly authorized agent or representative on LICENSORS's behalf examine all books and records and supporting documentation described in the preceding section, either at LICENSEE'S business premises or at a place mutually agreed upon by LICENSEE and LICENSORS for the sole purpose of verifying reports and payments hereunder. In conducting examinations pursuant to this paragraph, LICENSORS's representative shall have access to all records that LICENSORS reasonably believes to be relevant to the calculation of royalties under Article 6. If a royalty payment deficiency is determined, LICENSEE shall pay the royalty deficiency outstanding within thirty (30) days of receiving written notice thereof. Payments made by LICENSEE after the due date shall include interest at the rate of *** percent (***%) per month plus a processing fee of *** percent (***%) of any underpayment. Such examination by LICENSORS's representative shall be at LICENSORS's expense, except that, if such examination shows an underreporting or underpayment in excess of *** percent (***%) for any twelve (12) month period, then LICENSEE shall pay the cost of such examination. Any overpayment shall be credited against future royalty payments. LICENSORS and its representative shall be required to treat all information received during any such inspection as INFORMATION in accordance with Article 16.

Article 7. PATENT MARKING AND NONENDORSEMENT

LICENSEE hereby agrees to mark each ROYALTY-BEARING PRODUCT under this LICENSE (or when the character of the product precludes marking, the package containing any such ROYALTY-BEARING PRODUCT) in accordance with applicable law so as to preserve all available patent rights. For OTHER PRODUCTS, LICENSEE agrees to use the label license, substantially in the form attached hereto as Exhibit D (as may be amended from time to time by LICENSEE in its sole discretion). LICENSEE agrees not to create the appearance that any of the LICENSORS endorse LICENSEE'S business or products.

Article 8. DISCLAIMERS, REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGMENTS

8.1 Neither the grant of this LICENSE nor anything contained in or related to the grant of this LICENSE is intended nor shall be construed to confer upon LICENSEE or any other person immunity from or defenses under the antitrust laws, a charge of patent misuse, or any other provision of law (of any jurisdiction) by reason of the source of the grant or otherwise.

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8.2 Neither this LICENSE nor anything contained herein is intended nor shall be construed to grant to LICENSEE any kind or nature of rights in any inventions or patents other than the LICENSED INVENTION and the LICENSED PATENTS.

8.3 LICENSEE acknowledges that it is subject to and shall comply with all applicable United States laws, regulations, and Executive orders, pertaining to exporting from the United States. LICENSEE shall not export, or assist others in the export, of any ROYALTY-BEARING PRODUCT or information related to the practice of the LICENSED INVENTION without first (i) having, solely at its own expense, identified and obtained all required export licenses and authorizations, and (ii) having provided copies of all such export licenses and authorizations to LICENSORS.

8.4 Each PARTY represents and warrants to the other PARTIES that (i) such PARTY is a duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized; (ii) such PARTY has the legal power and authority to execute, deliver and perform this LICENSE; (iii) the execution, delivery and performance by such PARTY of this LICENSE has been duly authorized by all necessary action; (iv) this LICENSE constitutes the legal, valid and binding obligation of such PARTY, enforceable against such PARTY in accordance with its terms; (v) the execution, delivery and performance of this LICENSE does not contravene any material provision of, or constitute a material default under, any agreement binding on such PARTY; and (vi) the execution, delivery and performance of this LICENSE does not contravene any material provision of, or constitute a material default under, any valid order of any court, or any regulatory agency or other body having authority to which such PARTY is subject.

8.5 LICENSORS make no representations or warranties that LICENSED PATENTS are or will be held valid or enforceable, or that the manufacture, importation, use, offer for sale, sale or other distribution of any ROYALTY-BEARING PRODUCTS or LICENSED METHODS will not infringe upon any patent or other rights.

8.6 EXCEPT AS SET FORTH HEREIN, LICENSORS MAKE NO REPRESENTATIONS, EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUME NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO DESIGN, DEVELOPMENT, MANUFACTURE, USE, SALE OR OTHER DISPOSITION BY LICENSEE OR SUB-LICENSEES OF ROYALTY-BEARING PRODUCTS OR LICENSED METHODS. LICENSEE AND SUB-LICENSEES ASSUME THE ENTIRE RISK AS TO PERFORMANCE OF ROYALTY-BEARING PRODUCTS OR LICENSED METHODS.

8.7 Each of DFCI, NAVY, and UM represents and warrants to LICENSEE that (a) it is the owner or joint owner of the DFCI LICENSED PATENTS, the NAVY LICENSED respectively, and [redacted]

8.8 IN NO EVENT SHALL ANY PARTY HEREUNDER OR ANY SUB-LICENSEE OR ANY OF THE RESPECTIVE AFFILIATES OF ANY OF THE FOREGOING BE LIABLE TO ANY OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM ANY BREACH OR DEFAULT OF THIS LICENSE.

8.9 [redacted]

Article 9. REPORTS

9.1 Progress Reports

LICENSEE shall submit annual progress reports on its efforts to achieve PRACTICAL APPLICATION of the LICENSED INVENTION in CLINICAL APPLICATIONS. The first report is due March 1, 2009, and subsequent reports shall be made every twelve (12) months thereafter until such time as the LICENSED INVENTION has been brought to the point of PRACTICAL APPLICATION in CLINICAL APPLICATIONS. Progress reports shall describe in detail LICENSEE's or, if applicable, its SUB-LICENSEES' efforts toward carrying out the COMMERCIAL DEVELOPMENT PLAN. Progress reports shall also include a discussion of the actual number of staff and expenditures directed toward the commercialization effort since the preceding report. Progress reports shall also contain: a description of efforts to commercialize the LICENSED INVENTION by any SUB-LICENSEES; information within LICENSEE's knowledge pertaining to any commercial use being made of the LICENSED INVENTION; and, any other information that LICENSORS and LICENSEE agree is pertinent to the commercialization effort.

9.2 Sales Reports

LICENSEE shall submit an annual sales report to each of the LICENSORS detailing the sales activity of ROYALTY-BEARING PRODUCTS during the preceding twelve (12)-month period to include: quantities sold; identity of the LICENSED PATENTS covering that ROYALTY-BEARING PRODUCT, NET SELLING PRICE, the exchange rates used to convert foreign currency to United States dollars, and the total amount of running royalties paid for the year. The annual sales report shall be submitted, regardless of the volume of sales, on or before March 1 of each calendar year, with any royalty payments due in accordance with Article 6. A final sales report is due sixty (60) days after the expiration or termination of this LICENSE.

9.3 Method of Reporting

All reports under this Article 9 shall be submitted to:

With respect to NAVY:
***

With respect to UM:
***

With respect to DFCI:
***

Article 10. TERM, MODIFICATION AND TERMINATION

10.1 Term

Unless earlier terminated in accordance with the provisions of this Article 10, this LICENSE shall not become effective until the EFFECTIVE DATE and shall thereafter continue until expiration of the TERM. To confirm commencement of the EFFECTIVE DATE, LICENSEE shall promptly deliver a copy of the ASSIGNMENT AND ASSUMPTION AGREEMENT to LICENSORS after execution thereof.

10.2 Termination by Mutual Agreement

Any termination of this LICENSE by mutual agreement shall be evidenced in writing and signed by all of the PARTIES.

10.3 Termination of LICENSE by LICENSORS

Subject to the terms of this Article 10, this LICENSE may be terminated in its entirety by all of the LICENSORS if all LICENSORS sign a termination notice indicating that:

(a) Except in the case of a breach of Section 5.2 (which will be governed by such section), all of the LICENSORS have determined that LICENSEE or if applicable, a SUB-LICENSEE cannot demonstrate to the reasonable satisfaction of LICENSORS that it or a SUB-LICENSEE is exercising due diligence to achieve PRACTICAL APPLICATION of the LICENSED INVENTION in accordance with the terms of this LICENSE;

(b) All of the LICENSORS have determined that such action is necessary to meet requirements for public use as specified in Federal regulations issued after the date of this

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LICENSE and such requirements are not reasonably being satisfied by LICENSEE;

(c) LICENSEE willfully made a false statement of a material fact in any report required by this LICENSE;

(d) LICENSEE has been found by a court of competent jurisdiction in final or unappealable decision to have violated Federal antitrust laws or any other provision of law in connection with its performance under this LICENSE;

(e) Except in the case of a breach of Section 5.2 (which will be governed by such section), all of the LICENSORS have determined that LICENSEE has committed a material breach of a covenant contained in this LICENSE;

(f) All of the LICENSORS have determined that LICENSEE has defaulted in the payment of any amount due to LICENSORS; or

(g) LICENSEE has asserted the invalidity or unenforceability of any claim included in the LICENSED PATENTS, including by way of litigation or administrative proceedings, either directly or through any other party;

in each case, which violation LICENSEE fails to cure as set forth in Section 10.6.

10.4 Termination of LICENSED PATENTS by LICENSORS

(a) Subject to the terms of this Article 10, this LICENSE may be terminated with respect to a SOLELY-OWNED LICENSED PATENT, in which event such patent will be removed from the list of LICENSED PATENTS in the applicable exhibit to this LICENSE, by a single LICENSOR solely with respect to the SOLELY-OWNED LICENSED PATENTS owned by such LICENSOR if:

(i) Except in the case of a breach of Section 5.2 (which will be governed by such section), LICENSEE commits a material breach of a covenant contained in this LICENSE with respect to such SOLELY-OWNED LICENSED PATENTS; or

(ii) LICENSEE defaults in the payment of any amount due to such LICENSOR with respect to such SOLELY-OWNED LICENSED PATENTS;

in each case, which violation LICENSEE fails to cure as set forth in Section 10.6.

(b) Subject to the terms of this Article 10, this LICENSE may be terminated with respect to a JOINTLY-OWNED LICENSED PATENT, in which event such patent will be removed from the list of LICENSED PATENTS in the applicable exhibits to this LICENSE, by LICENSORS solely with respect to the JOINTLY-OWNED LICENSED PATENTS owned by such applicable LICENSORS if all such LICENSORS sign a termination notice indicating that:

(i) Except in the case of a breach of Section 5.2 (which will be governed by such section), LICENSEE commits a material breach of a covenant contained in this LICENSE

with respect to such JOINTLY-OWNED LICENSED PATENTS; or

(ii) LICENSEE defaults in the payment of any amount due to such LICENSORS with respect to such JOINTLY-OWNED LICENSED PATENTS;

in each case, which violation LICENSEE fails to cure as set forth in Section 10.6.

10.5 Termination for Failure of Due Diligence

Subject to the terms of Section 5.6, in the event that LICENSORS are entitled to terminate this LICENSE pursuant to Section 5.2(b) for LICENSEE's failure to satisfy the due diligence obligations in Section 5.2(a), LICENSORS' right to terminate shall be limited to termination with respect to CLINICAL APPLICATIONS only;

10.6 Procedures for Termination by LICENSORS

(a) Before LICENSORS may terminate this LICENSE, in whole or in part, for any reason other than by mutual agreement or as contemplated in Section 5.2(b), LICENSORS shall furnish LICENSEE and each SUB-LICENSEE of record a written notice of intention to terminate stating the reason(s) therefor. LICENSEE and any SUB-LICENSEE shall be allowed ninety (90) calendar days, or sixty (60) calendar days with respect to any payment defaults, after the date of the notice to remedy any deficiency stated in the notice as the reason for termination or to show cause why this LICENSE should not be terminated.

(b) If the deficiency is on the part of LICENSEE, and LICENSEE has not remedied all deficiencies stated in the notice within the applicable notice period, then this LICENSE shall terminate upon the expiration of the notice period stated in Section 10.6(a).

(c) If the deficiency is on the part of a SUB-LICENSEE, and such SUB-LICENSEE has not remedied all deficiencies stated in the notice within the notice period, then termination of the applicable SUB-LICENSE promptly upon the expiration of the applicable period stated in the Section 10.6(a) shall constitute a cure of such default with respect to LICENSEE, subject to Section 5.6.

(d) LICENSEE has a right to appeal, in accordance with procedures described in Section 17.1, any decision or determination by the LICENSORS concerning the interpretation, modification, and/or termination (in whole or in part) of this LICENSE.

10.7 Termination by LICENSEE

LICENSEE may terminate this LICENSE by providing at least thirty (30) calendar days' written notice of termination to LICENSORS. LICENSEE's written notice shall specify the effective date of termination.

10.8 MINIMUM ANNUAL ROYALTY Termination

This LICENSE shall automatically terminate at midnight on the expiration of the sixty (60) day cure period commencing on the date of receipt of written notice if the MINIMUM ANNUAL ROYALTY for any calendar year, together with any interest and surcharge that may be due as prescribed in Article 6, has not been paid.

10.9 Effect of Termination

In the event of any termination of this LICENSE, LICENSEE, its SUB-LICENSEES and their respective AFFILIATES shall have the right for six (6) months following the date of termination to sell or otherwise dispose of the stock of any ROYALTY-BEARING PRODUCTS subject to this LICENSE then on hand, subject to the right of LICENSORS to receive payment thereon as provided herein.

All rights and obligations of the PARTIES set forth herein that expressly or by their nature survive the expiration or termination of this LICENSE, including at least the provisions of this Section 10.9, Section 12(e) and Articles 15, 16 and 17, shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this LICENSE until they are satisfied or by their nature expire and shall bind the PARTIES and their legal representatives, successors, and permitted assigns.

Article 11. NOTICES

(a) All notices required under this LICENSE shall be considered timely made, if properly addressed, (i) at the time personally delivered; or (ii) on the day of transmission by facsimile, confirmed by notice by any of the other methods described herein; or (iii) upon receipt if sent via commercial overnight delivery service.

(b) Except as otherwise provided in Sections 6.6 and 9.3, all communications and notices required to be made to LICENSORS shall be addressed as follows:

With respect to NAVY:

***

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With respect to UM:

***
Attn: ***
Telephone: ***
Facsimile: ***

With respect to DFCI:

***

(c) All communications and notices required to be made to LICENSEE shall be addressed as follows:

***
Attention: ***
Telephone: ***
Facsimile: ***

with a copy to: General Counsel, at the same address

(d) LICENSEE agrees to report promptly to LICENSORS any changes in mailing address or name during the term of this LICENSE.

Article 12. SUB-LICENSING

LICENSEE may grant sub-licenses of the LICENSED PATENTS in the FIELD upon such terms and conditions that LICENSEE may negotiate with its SUB-LICENSEES subject to the following requirements and restrictions:

(a) LICENSEE shall have the right to grant sub-licenses to SUB-LICENSEES only pursuant to written, executed agreements, [redacted] Each SUB-LICENSE AGREEMENT shall make express reference to this LICENSE and the rights retained by LICENSORS. [redacted]
Any SUB-LICENSE AGREEMENT shall expressly include the provisions of Sections 13.4, 15, 17.6, and 17.7 for the benefit of LICENSORS and HHMI.

(b) Such sub-licenses may be granted (at the discretion of the applicable GRANTOR)

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through its IP HOLDING COMPANY; provided that the GRANTOR is responsible for the compliance of the IP HOLDING COMPANY and any SUB-LICENSEE with the terms of all upstream license agreements.

(c) Before any sub-license is issued by LICENSEE or any SUB-LICENSEE, the written approval of the LICENSORS shall first be obtained for each SUB-LICENSE AGREEMENT, which approval will not be unreasonably withheld, conditioned or delayed. Approval will be deemed to have been given if fifteen (15) business days after the delivery of the proposed SUB-LICENSE AGREEMENT to the LICENSORS, LICENSEE has not received any notice withholding approval, and providing an explanation therefor. A copy of the final executed SUB-LICENSE AGREEMENT will also be provided by LICENSEE to LICENSORS.

(d) LICENSEE shall ensure that nothing in any SUB-LICENSE AGREEMENT derogates any provision of this LICENSE and that no provision of any SUB-LICENSE AGREEMENT is contrary to any applicable law or regulation.

(e) To the extent provided in the applicable SUB-LICENSE AGREEMENT, and subject to the applicable SUB-LICENSEE being in material compliance with the terms of its SUB-LICENSE AGREEMENT and applicable terms of this LICENSE, any sub-licenses granted by LICENSEE pursuant to a SUB-LICENSE AGREEMENT shall survive termination of the licenses granted to LICENSEE in Sections 3.1 through 3.3 or termination of this LICENSE and shall be assigned to LICENSORS as of the date of such termination. [redacted]

(f) The granting of any sub-license by LICENSEE shall in no way relieve LICENSEE from any of the requirements or restrictions of this LICENSE.

(g) LICENSEE shall be permitted to grant to SUB-LICENSEES the right to extend the sub-licenses to one or more AFFILIATES of such SUB-LICENSEE subject to the terms and conditions hereof (without such extension being deemed an additional sub-license and without such AFFILIATES being deemed a separate SUB-LICENSEE for purposes of the payment obligations under Article 6 hereof or the corresponding provisions of any SUB-LICENSE AGREEMENT), provided that (i) the AFFILIATE is not directly or indirectly controlled by a foreign company, corporation, association, business or government, and (ii) the AFFILIATE has agreed in writing to comply with the terms and conditions hereof, and LICENSEE provides notice and copies of the foregoing to LICENSORS with its reports due under Section 6.6.

Article 13. RESERVATION OF RIGHTS

13.1 LICENSORS reserve the right to require LICENSEE or any exclusive SUB-LICENSEES to promptly grant sub-licenses to responsible applicants on reasonable terms when necessary to fulfill health and safety needs of the public to the extent such needs are not being reasonably satisfied by LICENSEE and its SUB-LICENSEES. LICENSEE agrees to grant, and to cause such exclusive SUB-LICENSEES to grant, such sub-licenses and to defer to the reasonable determination of LICENSORS that the health and safety needs of the public are not

being reasonably satisfied.

13.2 To the extent provided by 35 U.S.C. § 200 *et. seq.,* this LICENSE is subject to the irrevocable, royalty-free right of the Government of the United States to practice and have practiced the LICENSED INVENTION throughout the world by or on behalf of the United States and by or on behalf of any foreign government or intergovernmental or international organization pursuant to any existing or future treaty or agreement with the Government of the United States.

13.3 (a) Without limiting any other rights it may have, UM specifically reserves the right to practice the UM LICENSED PATENTS for research, and/or internal

educational purposes, and the right to grant the same limited rights to other academic non-profit research institutions.

(b) Without limiting any other rights it may have, DFCI specifically reserves the right to practice the DFCI LICENSED PATENTS for research, and/or internal educational purposes. LICENSEE agrees not to assert the DFCI LICENSED PATENTS against any academic non-profit research institution on account of the practice of the DFCI LICENSED PATENTS by such institution for research and/or internal educational purposes. This foregoing agreement to not assert does not extend to any commercial use.

(c) The rights reserved in Sub-sections (a) and (b) above expressly exclude any commercial use of the UM LICENSED PATENTS or the DFCI LICENSED PATENTS.

13.4 LICENSEE acknowledges that it has been informed that the UM LICENSED PATENTS were developed, at least in part, by employees of HHMI and that HHMI has a paid-up, non-exclusive, irrevocable license to use the UM LICENSED PATENTS for HHMI's research purposes, but with no right to assign or sub-license (the "HHMI License").

13.5 LICENSEE acknowledges and agrees that there are no implied licenses granted under this LICENSE, including with respect to any other patents or intellectual property which any of the LICENSORS may own or control.

Article 14. PROSECUTION AND LITIGATION

14.1 All THIRD PARTY costs related to filing, prosecuting and maintaining the LICENSED PATENTS shall be paid by LICENSEE. LICENSEE shall be responsible for and manage the filing, prosecution and maintenance of LICENSED PATENTS. Notwithstanding the preceding, LICENSEE shall have no right to file, prosecute or maintain any claim in the LICENSED PATENT which is outside the FIELD [redacted]. If any LICENSED PATENT having claims the practice of which would be both inside and outside the FIELD, (a) that PARTY shall notify the others and (b) LICENSORS and LICENSEE shall reasonably and closely cooperate in the prosecution thereof, with the proviso that LICENSEE shall control final decisions with respect to claims in the FIELD. In such event, LICENSEE would have no obligation to pay for any THIRD PARTY costs (including attorneys fees and

expenses) associated with prosecuting or maintaining any claims the practice of which would be outside the FIELD. LICENSEE shall keep LICENSORS reasonably updated on the prosecution of the LICENSED PATENTS, including by providing copies of all documents sent to or received from any government patent office. [redacted] LICENSORS and LICENSEE shall cooperate to efficiently facilitate the exchange of such information.

14.2 LICENSEE [redacted] shall be entitled to decline to continue to file, prosecute or maintain any patent within the LICENSED PATENTS. In such event, LICENSEE shall provide sixty (60) days written notice to LICENSORS to allow appropriate LICENSOR(S) to sustain the filing, prosecution or maintenance on its/their own account. Any such unfunded patent shall be thereafter excluded from the LICENSED PATENTS.

14.3 LICENSEE shall have the first right, but not the obligation, to enforce the LICENSED PATENTS to prosecute infringers in the FIELD. [redacted] Each LICENSOR has a second right [redacted] but not the obligation, to enforce the LICENSED PATENTS in which it has an ownership interest. If required by law to bring or maintain any such infringement action, each PARTY shall join any infringement action brought or intended to be brought by any other PARTY (the "enforcing PARTY") in the FIELD upon the enforcing PARTY's request. The enforcing PARTY shall be responsible for all costs and expenses, including those of other PARTIES, incurred in any enforcement action, to be paid on an ongoing basis, such costs and expenses to include reasonable attorneys' fees, even if that PARTY is not a named party in the lawsuit, but only to the extent that such expenses are incurred in providing cooperation requested by the enforcing PARTY. The enforcing PARTY shall provide reasonable litigation counsel to each non-enforcing PARTY, which counsel may, at the option of the enforcing PARTY, be the same counsel retained by the enforcing PARTY so long as such counsel agrees to treat the non-enforcing PARTY as a client and reasonable conflict of interest protections are afforded. The PARTIES to the lawsuit shall cooperate to reasonably control the overall expenses of such lawsuit, keeping in mind that the enforcing PARTY shall control the enforcement action, and that LICENSEE shall have no obligation to provide separate litigation counsel for any non-enforcing PARTY unless (i) an actual conflict of interest can be reasonably demonstrated by the non-enforcing PARTY, or (ii) the selected litigation counsel is reasonably unacceptable to the non-enforcing PARTY. [redacted]

Each PARTY agrees that it shall reasonably cooperate, at the enforcing PARTY's expense, in

any enforcement action. LICENSEE shall require provisions in its SUB-LICENSE AGREEMENT so as to effect these provisions.

Article 15 INDEMNIFICATION

15.1 DFCI

(a) LICENSEE shall indemnify, defend and hold harmless DFCI and its trustees, officers, medical and professional staff, employees and agents and their respective successors, heirs and assigns (the "DFCI INDEMNITEES"), against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of

litigation) incurred by or imposed upon the DFCI INDEMNITEES, or any one of them, in connection with any THIRD PARTY claims, suits, actions, demands or judgments (i) arising out of the design, production, manufacture, sale, use in commerce, lease or promotion by LICENSEE or by a SUB-LICENSEE, AFFILIATE or agent of LICENSEE, of any product, process or service relating to, or developed pursuant to this LICENSE or (ii) arising out of any other activities to be carried out by LICENSEE, its SUB-LICENSEES or their respective AFFILIATES pursuant to this LICENSE.

(b) LICENSEE's indemnification under Section 15.1(a) shall not apply to any liability, damage, loss or expense to the extent that it is attributable to (i) the negligent activities of the DFCI INDEMNITEES, (ii) the intentional wrongdoing or intentional misconduct of the DFCI INDEMNITEES, (iii) any DFCI INDEMNITEE's use of any ROYALTY-BEARING PRODUCT or LICENSED METHOD, or (iv) any DFCI INDEMNITEE's exercise of any rights reserved hereunder.

(c) At such time as any product, process or service relating to, or developed pursuant to, this LICENSE is being commercially distributed or sold (other than for the purpose of obtaining regulatory approvals) by LICENSEE or by a SUB-LICENSEE, AFFILIATE or agent of LICENSEE, LICENSEE shall, at its sole cost and expense, procure and maintain policies of product liability insurance in amounts not less than $*** per incident and $*** annual aggregate and naming DFCI as an additional insured. If LICENSEE elects to self-insure all or part of the limits described above (including deductibles or retentions which are in excess of $*** annual aggregate), such self-insurance program must be acceptable to DFCI and DFCI's associated Risk Management Foundation. The minimum amounts of insurance coverage required under these provisions shall not be construed to create a limit of LICENSEE's liability with respect to its indemnification obligation under Section 15.1(a) of this LICENSE.

(d) LICENSEE shall provide DFCI with written evidence of such insurance upon request of DFCI. LICENSEE shall provide DFCI with written notice at least *** days prior to the cancellation, non-renewal or material change in such insurance; if LICENSEE does not obtain replacement insurance providing comparable coverage within such *** day period, or a self-insurance program described in Section 15.1(c), DFCI shall have the right to terminate this LICENSE pursuant to Article 10.

(e) LICENSEE shall maintain such product liability insurance beyond the expiration or termination of this LICENSE during (i) the period that any product, process, or service, relating to, or developed pursuant to, this LICENSE is being commercially distributed or sold

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(other than for the purpose of obtaining regulatory approvals) by LICENSEE or by a licensee, affiliate or agent of LICENSEE and (ii) a reasonable period after the period referred to in clause (i) above which in no event shall be less than fifteen (15) years.

(f) In the event any such action is commenced or claim made or threatened against DFCI or other DFCI INDEMNITEES as to which LICENSEE may be obligated to indemnify it (them) or hold it (them) harmless, DFCI or the other DFCI INDEMNITEES shall promptly notify LICENSEE of such event. LICENSEE shall assume the defense of, and may settle, with counsel of its own choice and at its sole expense, that part of any such claim or action commenced or made against DFCI (or other DFCI INDEMNITEES) which relates to LICENSEE's indemnification, and LICENSEE may take such other steps as may be necessary to protect itself. Any DFCI INDEMNITEE may participate in the defense of any such claim or action with counsel of its own choice, but the fees and expenses of such counsel shall be borne solely by such DFCI INDEMNITEE. LICENSEE shall not be liable to DFCI or other DFCI INDEMNITEES on account of any settlement of any such claim or litigation effected without LICENSEE's prior written consent. The right and obligation of LICENSEE to assume the defense of any action shall be limited to that part of the action commenced against DFCI and/or DFCI INDEMNITEES that relates to LICENSEE's obligation of indemnification and holding harmless. Any other part of any such action shall be defended by the DFCI INDEMNITEE at its own cost and expense.

(g) This Section 15.1 shall survive expiration or termination of this LICENSE.

15.2 UM

(a) LICENSEE shall defend, indemnify and hold harmless and shall require SUB-LICENSEES to defend, indemnify and hold harmless UM, including its Regents, fellows, officers, employees, students, and agents (the "UM INDEMNITEES"), for and against any and all THIRD PARTY claims, demands, damages, losses, and expenses of any nature (including reasonable attorneys' fees and other litigation expenses) (collectively "UM CLAIMS"), resulting from death, personal injury, illness, property damage, or products liability arising from or in connection with, any of the following: (1) any manufacture, use, sale or other disposition by LICENSEE, SUB-LICENSEES, their respective AFFILIATES or transferees of ROYALTY-BEARING PRODUCTS or LICENSED METHOD; and (2) the use by any person of ROYALTY-BEARING PRODUCTS made, used, sold or otherwise distributed by LICENSEE or SUB-LICENSEES or their respective AFFILIATES.

(b) UM is entitled to participate at its option and expense through counsel of its own selection, and may join in any legal actions related to any such UM CLAIMS.

(c) The indemnification referred to in Section 15.2(a) shall not apply to any such UM CLAIMS resulting from (i) any UM INDEMNITEE's use of any ROYALTY-BEARING PRODUCT or LICENSED METHOD or (ii) the exercise of any rights reserved hereunder.

(d) LICENSEE shall not be obligated to indemnify UM under Section 15.2(a) after any unappealed or unappealable order of a court of competent jurisdiction holds that the UM CLAIM was legally caused solely by the gross negligence or willful misconduct by UM. The

applicability of Section 15.2(a) shall not be affected for any time period prior to any such order referred to in the prior sentence.

(e) In connection with any UM CLAIMS for which UM seeks indemnification from LICENSEE in accordance with this Section 15.2, UM: (i) shall give LICENSEE prompt written notice of the UM CLAIM; provided, however, that failure to provide such notice shall not relieve LICENSEE from its liability or obligation hereunder, except to the extent of any material prejudice as a direct result of such failure; (ii) shall cooperate with LICENSEE, at LICENSEE's expense, in connection with the defense and settlement of the UM CLAIM; and (iii) shall permit LICENSEE to control the defense and settlement of the UM CLAIM; provided, however, that LICENSEE shall not settle any such UM CLAIM with an admission of liability of UM without UM's written approval, which shall not be unreasonably withheld, conditioned or delayed.

(f) Prior to any distribution or commercial use of any ROYALTY-BEARING PRODUCT or commercial use of any LICENSED METHODS by LICENSEE or its AFFILIATES, LICENSEE shall purchase and maintain in effect commercial general liability insurance, including product liability insurance and errors and omissions insurance which shall protect LICENSEE, HHMI and UM with respect to the events covered by Section 15.2(a) and 15.3. Prior to any distribution or commercial use of any ROYALTY-BEARING PRODUCT or commercial use of any LICENSED METHOD by a SUB-LICENSEE or its AFFILIATES, LICENSEE shall require that the SUB-LICENSEE purchase and maintain in effect commercial general liability insurance, including product liability insurance and errors and omissions insurance which shall protect LICENSEE, SUB-LICENSEE, HHMI and UM with respect to the events covered by Sections 15.2(a) and 15.3. Each such insurance policy must provide reasonable coverage for all claims with respect to any LICENSED METHOD used and any ROYALTY-BEARING PRODUCTS manufactured, used, sold, licensed or otherwise

distributed by LICENSEE and its AFFILIATES — or, in the case of a SUB-LICENSEE's policy, by said SUB-LICENSEE and its AFFILIATES — and must specify UM, including its Regents, fellows, officers and employees, and HHMI Indemnitees as additional insureds. LICENSEE shall furnish certificate(s) of such insurance to UM, upon request.

15.3 HHMI

HHMI and its trustees, officers, employees, and agents (collectively, "HHMI Indemnitees"), will be indemnified, defended by counsel acceptable to HHMI, and held harmless by LICENSEE and SUB-LICENSEES from and against any THIRD PARTY claim, liability, cost, expense, damage, deficiency, loss, or obligation, of any kind or nature (including, without limitation, reasonable attorneys' fees and other costs and expenses of defense) (collectively, "Claims"), based upon, arising out of, or otherwise relating to the exercise by LICENSEE or any SUB-LICENSEE of the license hereunder of the UM PATENTS, including without limitation any cause of action relating to product liability. The previous sentence will not apply to any Claim that (i) results from the exercise of any rights reserved under Section 13.4 above, or (ii) is determined with finality by a court of competent jurisdiction to result solely from the gross negligence or willful misconduct of an HHMI Indemnitee.

15.4 NAVY

(a) LICENSEE shall defend, indemnify and hold harmless and shall require SUB-LICENSEES to defend, indemnify and hold harmless NAVY, its employees and contractors (collectively the "NAVY INDEMNITEES"), for and against any and all THIRD PARTY claims, demands, damages, losses, and expenses of any nature (including reasonable attorneys' fees and other litigation expenses) (collectively "NAVY CLAIMS"), resulting from death, personal injury, illness, property damage or products liability arising from or in connection with, any of the following: (1) any manufacture, use, sale or other disposition by LICENSEE, SUB-LICENSEES, their respective AFFILIATES or transferees of ROYALTY-BEARING PRODUCTS or LICENSED METHOD; and (2) the use by any person of ROYALTY-BEARING PRODUCTS made, used, sold or otherwise distributed by LICENSEE or SUB-LICENSEES or their respective AFFILIATES.

(b) NAVY is entitled to participate at its option and expense through counsel of its own selection, and may join in any legal actions related to any such NAVY CLAIMS.

(c) The indemnification referred to in Section 15.4 (a) shall not apply to any such NAVY CLAIMS resulting from (i) any NAVY INDEMNITEE'S use of any ROYALTY-BEARING PRODUCT or LICENSED METHOD or (ii) the exercise of any rights reserved hereunder.

(d) LICENSEE shall not be obligated to indemnify NAVY under Section 15.4(a) for NAVY CLAIMS determined to be legally caused solely by the gross negligence or willful misconduct by NAVY in the unappealable final judgment of a court of competent jurisdiction. Section 15.4(a) shall remain applicable at all times prior to any such unappealable final judgment.

(e) In connection with any NAVY CLAIMS for which NAVY seeks indemnification from LICENSEE in accordance with this Section 15.4, NAVY: (i) shall give LICENSEE prompt written notice of the NAVY CLAIM; provided, however, that failure to provide such notice shall not relieve LICENSEE from its liability or obligation hereunder, except to the extent of any material prejudice as a direct result of such failure; (ii) shall cooperate with LICENSEE, at LICENSEE'S expense, in connection with the defense and settlement of the NAVY CLAIM; and (iii) shall permit LICENSEE to control the defense and settlement of the NAVY CLAIM; provided, however, that LICENSEE shall not settle any such NAVY CLAIM with an admission of liability of NAVY INDEMNITEES without NAVY's written approval, which shall not be unreasonably withheld, conditioned or delayed.

(f) Prior to any distribution or commercial use of any ROYALTY-BEARING PRODUCT or commercial use of any LICENSED METHODS by LICENSEE or its AFFILIATES, LICENSEE shall purchase and maintain in effect commercial general liability insurance, including product liability insurance and errors and omissions insurance which shall protect LICENSEE, and NAVY with respect to the events covered by Section 15.4(a). Prior to any distribution or commercial use of any ROYALTY-BEARING PRODUCT or commercial use of any LICENSED METHOD by a SUB-LICENSEE or its AFFILIATES, LICENSEE shall require that the SUB-LICENSEE purchase and maintain in effect commercial general liability

insurance, including product liability insurance and errors and omissions insurance which shall protect LICENSEE, SUB-LICENSEE, and NAVY with respect to the events covered by Sections 15.4(a). Each such insurance policy must provide reasonable coverage for all claims with respect to any LICENSED METHOD used and any ROYALTY-BEARING PRODUCTS manufactured, used, sold, licensed or otherwise distributed by LICENSEE and its AFFILIATES — or, in the case of a SUB-LICENSEE's policy, by said SUB-LICENSEE and its AFFILIATES — and must specify NAVY INDEMNITEES as additional insureds. LICENSEE shall furnish certificate(s) of such insurance to NAVY, upon request.

15.5 NAVY, UM and DFCI acknowledge and agree that the obligations to obtain insurance under Sections 15.1(c), 15.2(f) and 15.4(f) may be satisfied using the same insurance policies; provided such policies meet the requirements of such sections.

Article 16 CONFIDENTIALITY

16.1 From the EFFECTIVE DATE until *** (***) years after the termination or expiration of the LICENSE, each RECIPIENT shall:

(i) limit dissemination of the DISCLOSER's INFORMATION to those of the RECIPIENT's and its respective AFFILIATES' directors, officers, employees, agents, shareholders, and subcontractors who have a reasonable need to know such INFORMATION, provided that any disclosure by a LICENSOR of any progress report provided hereunder or any COMMERCIAL DEVELOPMENT PLAN to any of LICENSOR'S and its AFFILIATES' directors, officers, employees, agents, shareholders, and/or subcontractors will be only to the extent that such disclosure was necessary to enable such LICENSOR to exercise its rights or perform its obligations under this LICENSE;

(ii) maintain INFORMATION of the DISCLOSER in confidence and not disclose such INFORMATION to any THIRD PARTY (other than as set forth in Section 16.2 and as above); and

(iii) use such INFORMATION only to the extent necessary for it to exercise its rights and perform its obligations under this LICENSE and other written and executed agreements pertaining to the LICENSED PATENTS between such LICENSOR and the inventors of the LICENSED PATENTS.

16.2 (a) Notwithstanding the provisions of Section 16.1, (i) if a RECIPIENT is compelled to disclose any DISCLOSER's INFORMATION by law or order of a court of competent jurisdiction, or (ii) if it is reasonably necessary in the reasonable opinion of a RECIPIENT's legal counsel to disclose INFORMATION to comply with applicable laws (including compliance with any applicable securities regulation, stock exchange or NASDAQ disclosure requirements and for tax reporting purposes), then any such disclosure to the extent so compelled or required shall not be a breach hereunder; provided that reasonable advance notice is given to the DISCLOSER to permit the DISCLOSER a reasonable opportunity to obtain all applicable governmental or judicial protection available for like material, and the RECIPIENT will reasonably cooperate with the DISCLOSER, at the expense of the DISCLOSER with respect thereto.

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(b) Notwithstanding the provisions of Section 16.1, LICENSEE [redacted] may use and disclose INFORMATION of LICENSORS in order:

[redacted]

(iv) to make filings and submissions to, or correspond or communicate with, the U.S. Food and Drug Agency or any clinical registry, including for purposes of obtaining authorizations to conduct clinical trials of, and to commercialize, ROYALTY-BEARING PRODUCTS pursuant to this LICENSE.

LICENSEE shall use INFORMATION of LICENSORS and make the foregoing disclosures only to the extent necessary in the reasonable opinion of such party's legal counsel, and shall use reasonable commercial efforts to obtain confidential treatment for such disclosures, and LICENSEE shall require the same of SUB-LICENSEES.

(c) Notwithstanding the provisions of Section 16.1, LICENSEE and SUB-LICENSEES may use and disclose INFORMATION of LICENSORS to:

(i) investors and potential investors; and

(ii) [redacted]

LICENSEE and SUB-LICENSEES shall make the foregoing disclosures only pursuant to written, executed confidentiality agreements in which the use and confidentiality obligations are no less burdensome than those hereunder, and expressly limiting onward disclosure to the counterparty's financial and legal advisors, and then only under an equivalent or more burdensome obligation of non-disclosure and limited use.

(d) Notwithstanding the provisions of Section 16.1, each LICENSOR may disclose:

(i) this LICENSE (and royalty reports provided by LICENSEE hereunder) to the inventors of the LICENSED PATENTS, provided that in no event shall such disclosure include the COMMERCIAL DEVELOPMENT PLAN attached hereto or any progress reports or other reports containing INFORMATION of LICENSEE or any SUB-LICENSEE;

(ii) Sections 1.8, 1.10, 1.19, 1.22, 1.36, 3.1, 3.2, 3.3, 13.2-13.4, and Exhibits A, B and C of this LICENSE to any THIRD PARTY who has been granted a license outside the FIELD under such LICENSOR'S interest in any of the LICENSED PATENTS; and

(iii) this LICENSE (and royalty reports provided by LICENSEE hereunder) to

HHMI, provided that in no event shall such disclosure include any progress reports or other reports containing INFORMATION of LICENSEE or any SUB-LICENSEE. LICENSEE acknowledges that UM is required to provide this LICENSE to HHMI prior to execution and UM represents that it has done so.

Any LICENSOR shall make the foregoing disclosures only pursuant to written, executed confidentiality agreements in which the use and confidentiality obligation are no less burdensome than those hereunder, and expressly limiting onward disclosure to the counterparty's financial and legal advisors, and then only under an equivalent or more burdensome obligation of non-disclosure and limited use.

(e) Notwithstanding the provisions of Section 16.1, each LICENSOR may disclose, without burden of confidentiality or limited use, the substance of Sections 1.8, 1.19, 1.22, 1.36, 13.2-13.4, and Exhibits A, B and C of this LICENSE to any employee of such LICENSOR or THIRD PARTY who has a reasonable need to know the extent of the rights reserved in Sections 13.2-13.4.

LICENSEE agrees to give reasonable consideration to any reasonable request of any LICENSOR to permit disclosure of INFORMATION to a THIRD PARTY requesting the same for the purpose of demonstrating compliance with any agreement relating to the LICENSED PATENTS. Any such disclosure shall be subject to reasonable controls, including the restrictions in the immediately preceding paragraph.

16.3 This Article 16 will survive termination or expiration of this LICENSE.

Article 17. GENERAL PROVISIONS

17.1 Governing Law; Dispute Resolution

(a) This LICENSE shall be governed by and construed in accordance with applicable United States Federal Law, Regulations, Directives, and Instructions.

(b) Any dispute between LICENSEE and UM and/or DFCI pertaining to the interpretation of this LICENSE, or the breach thereof, shall be settled by binding arbitration in the city of Washington, D.C., administered by the American Arbitration Association in accordance with its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The administrative charges, arbitrators' fees, and related expenses of any arbitration shall be paid equally by LICENSEE, UM and DFCI (or the applicable parties to the dispute), but each shall be responsible for any costs or expenses incurred in presenting such PARTY's case to the arbitrators, such as attorney's fees or expert witness fees.

(c) LICENSEE has a right to appeal, in accordance with procedures prescribed by the Chief of Naval Research, any dispute between LICENSEE and NAVY concerning the interpretation, modification, and/or termination (in whole or in part) of this LICENSE.

(d) Notwithstanding the PARTIES' agreement to arbitrate, the PARTIES hereby

agree that a PARTY may apply to any court of law or equity of competent jurisdiction for specific performance or injunctive relief to enforce or prevent any violation of the provisions of Article 16 of the LICENSE.

(e) Notwithstanding the foregoing, no dispute affecting the rights or property of HHMI shall be subject to the arbitration procedures set forth above.

17.2 Complete Agreement

Upon effectiveness hereof, this LICENSE constitutes the complete understanding and agreement between the PARTIES and supersedes any prior understanding or written or oral agreement relative to the subject matter of this LICENSE, including, without limitation, the WYETH LICENSE AGREEMENTS.

17.3 Severability

The illegality or invalidity of any provision of this LICENSE shall not impair, affect, or invalidate any other provision of this LICENSE.

17.4 Interpretation of Headings

Headings of the Articles or Sections of this LICENSE are for convenience of reference only and do not form a part of this LICENSE and shall in no way affect the interpretation thereof.

17.5 Independent Parties/Entities

The relationship of the PARTIES is that of independent parties and not as agents of each other, partners, or participants in a joint venture. Each of the PARTIES shall maintain sole and exclusive control over their respective personnel and operations.

17.6 Third Party Beneficiary

HHMI is not a party to this LICENSE and has no liability to any licensee, SUB-LICENSEE, or user of anything covered by this LICENSE, but HHMI is an intended third-party beneficiary of this LICENSE and certain of its provisions are for the benefit of HHMI and are enforceable by HHMI in its own name.

17.7 Use of Names

LICENSEE agrees to refrain from using and to require SUB-LICENSEES to refrain from using the name of UM, DFCI, NAVY and HHMI in publicity or advertising without the prior written approval of UM, DFCI, NAVY or HHMI, whichever the case may be. Reports in scientific literature and presentations of joint research and development work are not publicity. Notwithstanding this provision, without prior written approval of UM or DFCI or NAVY, LICENSEE and SUB-LICENSEES may state publicly that ROYALTY-BEARING PRODUCTS and LICENSED METHODS were developed by LICENSEE based upon

invention(s) developed at UM, DFCI and NAVY and/or that the LICENSED PATENTS were licensed from UM, DFCI or NAVY.

Signature Page Follows

Article 18. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this LICENSE to be executed by their authorized representatives.

For Invitrogen Corporation

I, the undersigned, am authorized to bind Invitrogen Corporation to this LICENSE and do so by affixing my signature hereto.

By: _____
(signature)

Typed Name: Stuart P. Hepburn

Title: Vice President

For the Department of the Navy

I, the undersigned, in accordance with 35 USC 209, am authorized to bind the United States Department of the Navy to this LICENSE and do so by affixing my signature hereto.

By: _____
(signature)

Typed Name: J. CHRISTOPHER DANIEL CAPT, MC, USN
Title: Commanding Officer
Naval Medical Research Center

For the Regents of the University of Michigan

I, the undersigned, am authorized to bind the Regents of the University of Michigan to this LICENSE and do so by affixing my signature hereto.

By: _____
(signature)

Typed Name: _____

Title: _____

For Dana Farber Cancer Institute, Inc.

I, the undersigned, am authorized to bind Dana Farber Cancer Institute, Inc. to this LICENSE and do so by affixing my signature hereto.

By: _____
(signature)

Typed Name: _____

Title: _____

EXHIBIT A

DFCI LICENSED PATENTS

Application No / Patent No	Country	Title and Inventors	Filing Date	Grant date
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***Portions of this page have been omitted pursuant to a request for Confidential Treatment and filed separately with the Commission.

EXHIBIT B

NAVY LICENSED PATENTS

Application No / Patent No	Country	Title and Inventors	Filing Date	Grant date
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EXHIBIT C

UM LICENSED PATENTS

Application No / Patent No	Country	Title and Inventors	Filing Date	Grant date
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Application No / Patent No	Country	Title and Inventors	Filing Date	Grant date
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Application No / Patent No	Country	Title and Inventors	Filing Date	Grant date
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EXHIBIT D

LABEL LICENSE

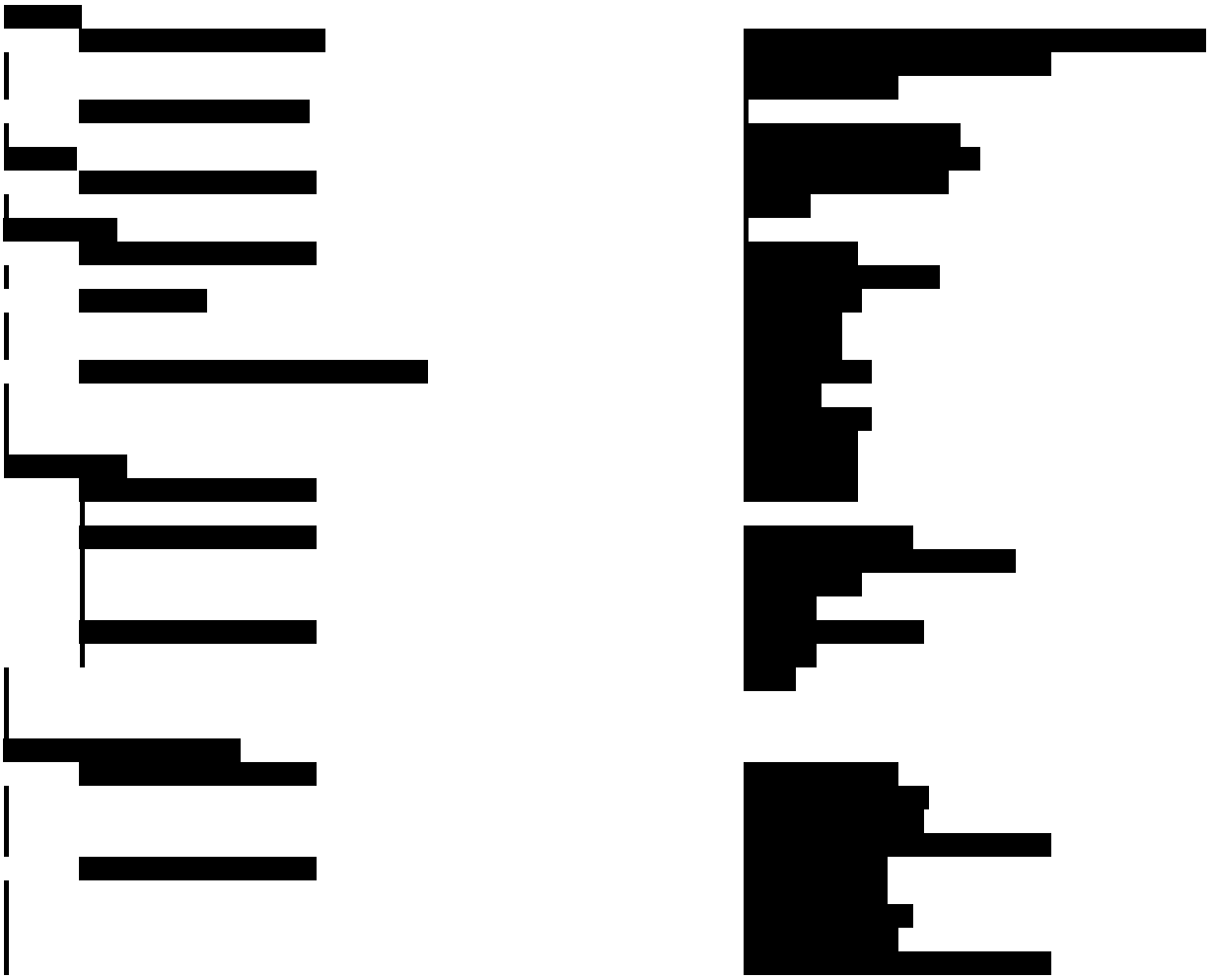
The purchase of this product conveys to the buyer the non-transferable right to practice the method claims in United States Patents numbered 6,352,694; 6,534,055; 6,692,964; 6,887,466; 6,905,681; 7,067,318; 7,144,575; 7,172,869; and 7,175,843, and foreign equivalents thereof, in use of the purchased amount of the product and components of the product in research conducted by the buyer (whether the buyer is an academic or for-profit entity) other than research directed to developing, making, using, selling, and offering to sell pharmaceutical products containing CTLA4-Ig or a mutant thereof. The buyer cannot sell or otherwise transfer (a) this product, (b) its components, or (c) materials made using this product or its components to a third party or otherwise use this product or its components or materials made using this product or its components for Commercial Purposes. The buyer may not use this product for any Commercial Purpose. The buyer may transfer information or materials made through the use of this product to a scientific collaborator, provided that such transfer is not for any Commercial Purpose, and that such collaborator agrees in writing (a) not to transfer such materials to any third party, and (b) to use such transferred materials and/or information solely for research and not for Commercial Purposes. Commercial Purposes means any activity by a party for consideration and may include, but is not limited to: (1) use of the product or its components in manufacturing; (2) use of the product or its components to provide a service, information, or data; (3) use of the product or its components for therapeutic, diagnostic or prophylactic purposes or in connection with any Phase III clinical trials, pivotal trials or post registration clinical trials; or (4) resale of the product or its components, whether or not such product or its components are resold for use in research. For products that are subject to multiple limited use label licenses, the most restrictive terms apply. If the purchaser is not willing to accept the limitations of this limited use statement, Invitrogen is willing to accept return of the product with a full refund. For information on purchasing a license to this product for purposes other than research, contact Licensing Department, Invitrogen Corporation, 1600 Faraday Avenue, Carlsbad, California 92008. Phone (760) 603-7200. Fax (760) 602-6500. Email: outlicensing@invitrogen.com

EXHIBIT E

COMMERCIAL DEVELOPMENT PLAN

· EXHIBIT F

· **IIPH AFFILIATES as of September 30, 2008**



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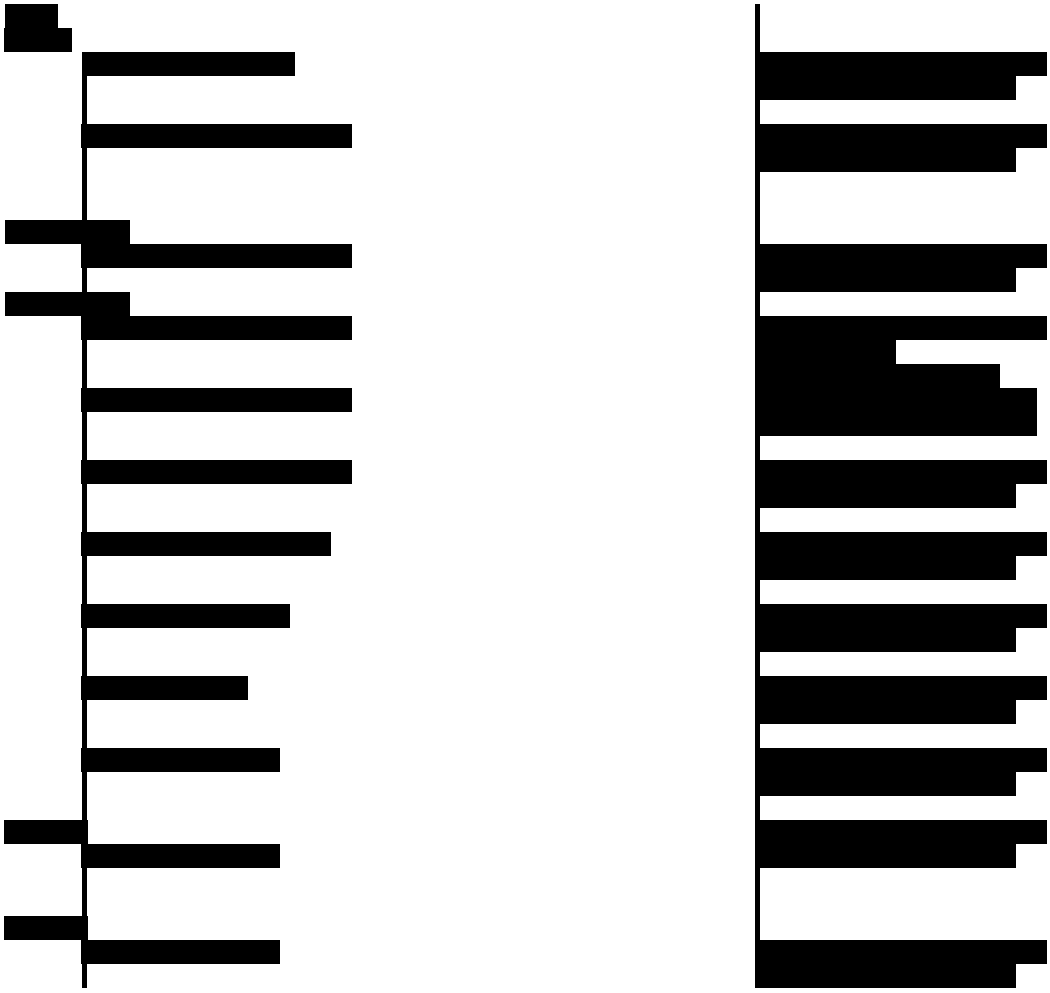

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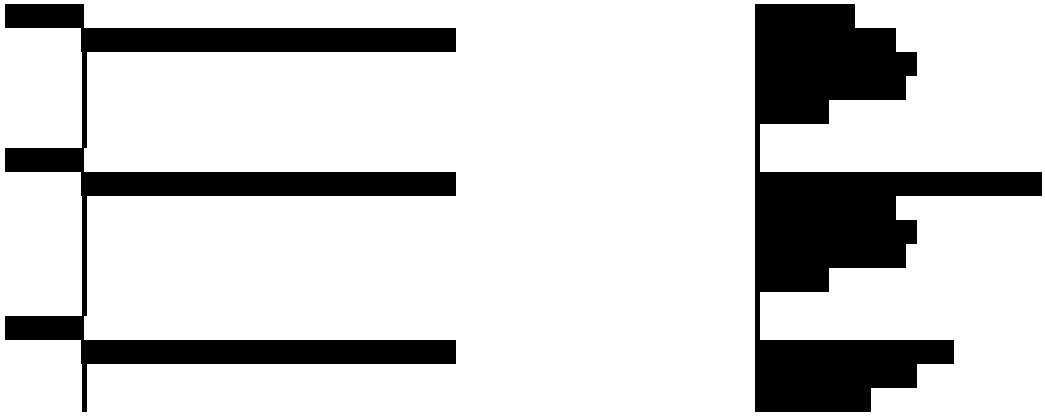

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EXHIBIT B
NAVY LICENSED PATENTS

US Licensed Patents

Serial Number	Title	Inventors	Applicant / Assignee*	Status
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Foreign Licensed Patents*

Serial Number	Title	Inventors	Applicant / Assignee	Status
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EXHIBIT C

UM LICENSED PATENTS

US Licensed Patents

Serial Number	Title	Inventors	Applicant / Assignee*	Status
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Foreign Licensed Patents*

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EXHIBIT D

DFCI LICENSED PATENTS

US Licensed Patents

Serial Number	Title	Inventors	Applicant / Assignee*	Status
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***Portions of this page have been omitted pursuant to a request for Confidential Treatment and filed separately with the Commission.

EXHIBIT E

COMMERCIAL DEVELOPMENT PLAN

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

DATED 31st July 2014

(1) IMMUNOCORE LIMITED

(2) ADAPTIMMUNE LIMITED

FACILITIES AND SERVICE AGREEMENT

PENNINGTONS MANCHES

Penningtons Manches LLP
9400 Garsington Road
Oxford Business Park
Oxford
OX4 2HN

Tel: +44 (0)1865 722106
Fax: +44 (0)1865 201012
www.manches.com

FINAL
Ref: KSS/3312125
Date: 31st July 2014

CONTENTS

THIS AGREEMENT is dated 31st July 2014

and is made **BETWEEN:**

(1) **IMMUNOCORE LIMITED** a company incorporated and registered in England and Wales under company number 6456207 whose registered office is at 91 Milton Park, Abingdon, Oxfordshire, OX14 4RY ("**Immunocore**"); and

(2) **ADAPTIMMUNE LIMITED** a company incorporated and registered in England and Wales under company number 6456741 whose registered office is at 91 Milton Park, Abingdon, Oxfordshire, OX14 4RY ("**Adaptimmune**").

BACKGROUND:

(A) Immunocore is engaged in developing and commercialising products containing soluble T-Cell receptors;

(B) Adaptimmune is engaged in developing and commercialising products that are transfected with genes encoding T-Cell receptors;

(C) The parties wish to share certain facilities and services and have agreed to enter into this Agreement in order to set out the terms on which those facilities and services will be shared;

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions shall bear the meanings ascribed to them below:

"Adaptimmune Board"	the board of directors of Adaptimmune as from time to time constituted;
"Affiliate"	means any person or company or other entity that, directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with a party. For the purposes of this Clause "control" means: (i) the direct or indirect ownership of more than fifty percent (50%) of the voting stock or other voting interests or interest in the profits of the entity; or (ii) the power to control the board of directors or equivalent governing body or management of the entity. For the purposes of this definition Adaptimmune and Immunocore shall not be considered to be Affiliates of each other;
"Assignment and Exclusive Licence"	an Assignment and Exclusive Licence made between the parties dated 20th May 2013 as amended from time to time;
"Business Day"	a day other than a Saturday, Sunday or public holiday when clearing banks in London are open for the transaction of non-automated banking business;

"Confidential Information"	(a) all commercial, technical, financial and other information of whatever nature and in whatever form (whether written, oral, visual, recorded, graphical, electronic or otherwise) relating to the business, technology or other affairs of the relevant party; and (b) any systems, ideas, concepts, know-how, techniques, drawings, specifications, blueprints, tracings, diagrams, models, functions, designs and capabilities (including computer software, data and hardware used in conjunction with such software, business procedures, manufacturing processes or other information embodied in drawings or specifications) and any other intellectual property of the relevant party;
"Consultancy Period"	the period during which the Consultancy Services are provided by Immunocore to Adaptimmune pursuant to clause 2;
"Consultancy Services"	scientific advisory services designed to assist the Adaptimmune Board to determine Adaptimmune's scientific strategy and to assist Adaptimmune's technical staff to solve scientific problems and for the avoidance of doubt the services to be provided by the CSO shall not include any managerial services or any T-cell Cloning or Target Identification;
"CSO"	Immunocore's Chief Scientific Officer from time to time during the term of this Agreement;
"Effective Date"	1st November 2013;
"Employment Costs"	in respect of an employee the aggregate of his gross salary, the cost of any benefits to which he is contractually entitled and employer's National Insurance Contributions payable in respect thereof;
"Engagement"	the engagement of Immunocore by Adaptimmune to provide the Consultancy Services on the terms of this Agreement;
"Facility Personnel "	Personnel employed by (a) Immunocore and which perform any services for Adaptimmune under this Agreement; and (b) Adaptimmune and which perform any services for Immunocore under this Agreement but in each case excluding any individuals engaged in Target Identification, any Project or Consultancy Services. As at the Effective Date such Facility Personnel are those identified in Schedule 1 which shall be amended from time to time to reflect changes in the individuals performing services for each party under this

Agreement. For clarity, Facility Personnel shall not include the CSO;

"Force Majeure Event"	any cause affecting the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including: (a) acts of God, including fire, flood, earthquake, windstorm or other natural disaster; (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; (c) acts of terrorism; (d) adverse weather conditions; or (e) fire, explosion or accidental damage;
"FTE Rate"	means a rate per individual regardless of seniority and as specified in Schedule 1;
"General Management Charge"	shall have the meaning given in clause 11.6;
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in designs, rights in computer software, database rights, rights in confidential information and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"IT Services"	the facilities and services provided by Immunocore to Adaptimmune pursuant to clause 9.2;
"Joint Target Identification"	any Target Identification work performed by either Adaptimmune or Immunocore other than any Partner Target Identification or Other Target Identification;
"Materials"	the materials provided by one party to the other party for the performance of a Project including all constructs, libraries, derivatives, portions, improvements or components of them or obtained from them or as a result of their use but excluding Results;

"Non-Partner Materials"	Any Materials other than Partner Materials;
"Other Personnel Charges"	shall have the meaning given in clause 11.6;
"Other Target Identification"	means any Target Identification carried out by either Adaptimmune or Immunocore on behalf of a Third Party other than Partner Target Identification;
"Partner Materials"	Materials which are either (a) provided by a Third Party for validation or use by one or other of Immunocore or Adaptimmune; or (b) in relation to which Immunocore or Adaptimmune has agreed to provide validation services or other services for any Third Party (excluding any Targets in the Target Database);
"Partner Target Identification"	any Target Identification work performed by either Adaptimmune or Immunocore on behalf of a Third Party and in each case following acceptance of a Target Nomination from a Third Party by the relevant party and including where such work is performed on Partner Materials. Partner Target Identification excludes any T-cell Cloning;
"Project"	any project agreed between the parties in relation to T-cell cloning and as set out in a Project Schedule signed by both parties or otherwise agreed in writing between the parties;
"Project Schedule"	A schedule setting out the scope of any Project and performance obligations of each party and signed by both parties;
"Requesting Party"	has the meaning set out in clause 7.2;
"Results"	all results, data, materials and information generated or created by either party in the performance of any Project;
"Target"	means any protein or other biological molecule from which an HLA-presented antigen is derived (including all HLA alleles);
"Target Database"	A database comprising all Targets identified, isolated or characterised during Joint Target Identification and maintained in accordance with clause 5;
"Target Identification"	Work performed for the initial identification and qualification of a Target meaning any or all of identification of an HLA-presented peptide by mass spectrometry, quantification of mRNA expression of the parent protein antigen in 72 normal human tissue types and assessment of parent protein antigen frequency in relevant disease or tumour

types together with associated identification and qualification activities. Target Identification excludes any T-cell cloning;

"Target Nomination"	a written notification from a Third Party in accordance with an agreement between a party to this Agreement and any Third Party, where such written notification results in or will (following acceptance of notification by the relevant party) result in the granting of an exclusive licence to such Third Party or an option for such an exclusive licence to a Third Party. Such notification will apply in relation to the Target specified in the written notification from the Third Party.
"T-cell Cloning"	any work performed by either Adaptimmune or Immunocore which is for the identification, isolation or characterisation of any wild-type T-cell receptor or T-cell clone comprising such wild-type T-cell receptor directed or intended to be directed to any Target;
"Third Party"	any person, company or other entity other than Adaptimmune, Immunocore or any Affiliate of Adaptimmune or Immunocore;
"TIC"	means the Target Identification Committee set up pursuant to clause 6.5;
"Works"	all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the CSO in connection with the provision of the Consultancy Services;

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.6 The schedules to this agreement form part of (and are incorporated into) this agreement.

2. CONSULTANCY SERVICES

2.1 Immunocore shall, (subject to the termination provisions of clause 2.2 and to clauses 3.2 and 3.5), make available to Adaptimmune its CSO to provide the Consultancy Services on the terms set out in clauses 2 and 3 of this Agreement.

2.2 The Engagement shall be deemed to have commenced on the Effective Date and shall continue unless and until terminated:

2.2.1 as provided by the terms of this Agreement; or

2.2.2 by Adaptimmune giving to Immunocore not less than one month's prior written notice; and

2.2.3 by Immunocore giving to Adaptimmune by not less than six months' notice

2.3 For clarity, nothing in this Agreement shall amend any service agreement between the CSO and Immunocore or the CSO and Adaptimmune, the terms of which service agreements shall remain in full force and effect.

3. DUTIES AND OBLIGATIONS

3.1 During the Engagement Immunocore shall, and (where appropriate) shall procure that its CSO shall:

3.1.1 provide the Consultancy Services with all due care, skill and ability;

3.1.2 unless the CSO is prevented by ill health or accident or is taking holiday to which he is contractually entitled under his/her service agreement with Immunocore, devote at least 37 hours in each calendar month to the carrying out of the Consultancy Services together with such additional time, if any, as may be necessary for their proper performance provided that the CSO shall not be required to spend more than 25 per cent of the time which he is required to commit to Immunocore's business under his service agreement with Immunocore on the provision of the Consultancy Services to Adaptimmune; and

3.1.3 promptly give to the Adaptimmune Board all such information and reports as it may reasonably require in connection with matters relating to the provision of the Consultancy Services or Adaptimmune's business.

3.2 If the CSO is unable to provide the Consultancy Services due to illness, injury or holiday, Immunocore shall advise Adaptimmune of that fact as soon as reasonably practicable.

3.3 Unless it or he has been specifically authorised to do so by Adaptimmune in writing:

3.3.1 neither Immunocore nor its CSO shall have any authority to incur any expenditure in the name of or for the account of Adaptimmune; and

3.3.2 Immunocore shall not, and shall procure that its CSO shall not, hold itself or himself out as having authority to bind Adaptimmune.

3.4 Immunocore shall, and shall procure that its CSO, comply with all reasonable standards of safety and comply with Adaptimmune's health and safety procedures

from time to time in force at the premises where the Consultancy Services are provided and report to Adaptimmune any unsafe working conditions or practices.

3.5 Adaptimmune shall not require the Immunocore CSO to do anything that would constitute a breach of his service agreement with Immunocore.

4. CONFIDENTIALITY

4.1 Immunocore shall use its reasonable endeavours to procure that the Immunocore CSO shall not:

4.1.1 (except in the proper course of the provision of the Consultancy Services, as required by law or as authorised by Adaptimmune) during the Consultancy Period or after its termination (howsoever arising) use or communicate to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the use or communication of) any Confidential Information of Adaptimmune that he creates, develops, receives or obtains during the Consultancy Period including the Works. This restriction does not apply to any information that is or comes in the public domain other than through the CSO's unauthorised disclosure; or

4.1.2 make (other than for the benefit of Adaptimmune) any record (whether on paper, computer memory, disc or otherwise) containing Confidential Information of Adaptimmune or use such records (or allow them to be used) other than for the benefit of Adaptimmune. Any part of such records (and any copies of such parts) containing Adaptimmune Confidential Information shall be the property of Adaptimmune and shall be handed over to Adaptimmune's Chief Operating Officer by the CSO on the termination of the Engagement or at the request of Adaptimmune at any time during the Consultancy Period.

4.2 Nothing in this Agreement shall prevent the CSO from disclosing information which he is entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act and Adaptimmune is notified of such disclosure requirement and the disclosure made as soon as practically possible.

4.3 Immunocore shall:

4.3.1 keep any Confidential Information of Adaptimmune secret;

4.3.2 not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of Adaptimmune;

4.3.3 ensure that no person gets access to such Confidential Information from it, its officers, employees or agents unless authorised to do so by Adaptimmune; and

4.3.4 inform Adaptimmune immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

For clarity, Confidential Information of Adaptimmune shall include any results, data, analysis, targets and work product arising from any Partner Target Validation requested by Adaptimmune, any Results owned by Adaptimmune and

any Intellectual Property Rights arising or reduced to practice in the performance of any Project or Partner Target Identification and in each case solely owned by Adaptimmune.

4.4 Adaptimmune shall:

4.4.1 keep any Confidential Information of Immunocore secret;

4.4.2 not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of Immunocore;

4.4.3 ensure that no person gets access to such Confidential Information from it, its officers, employees or agents unless authorised to do so by Immunocore; and

4.4.4 inform Immunocore immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

For clarity, Confidential Information of Immunocore shall include any results, data, analysis, targets and work product arising from any Partner Target Validation requested by Immunocore, any Results owned by Immunocore and any Intellectual Property Rights arising or reduced to practice in the performance of any Project or Partner Target Identification and in each case solely owned by Immunocore.

4.5 The duty of non-disclosure set out in clauses 4.3 and 4.4 shall not apply to any Confidential Information which (a) is or becomes publicly known without the faulty of any party; or (b) is obtained from a third party in circumstances where the party receiving from such third party has no reason to believe that there has been a breach of an obligation of confidentiality; or (c) is approved for release in writing by an authorised representative of the other party.

4.6 Adaptimmune and Immunocore may disclose the Confidential Information of the other party where required to do so in order to comply with any court order or regulatory requirement or other statutory obligation. Any disclosure shall be subject, where possible, to prior notification to the other party and co-operation with the other party to obtain any protective order, obligation of confidence or other protective measure as might be reasonably obtained by the party owning the Confidential Information required to be disclosed and in relation to such Confidential Information. Any disclosure under this clause 4.6 shall only be made to the extent required by the relevant regulatory requirement, statutory obligation or court order.

5. TARGET DATABASE

5.1 The parties shall jointly set up and maintain a Target Database. The Target Database will hold the peptide sequence details identified as potential epitopes from the relevant Targets together with any other relevant and confidential details of any Target resulting from Joint Target Identification. The Target Database shall be maintained by the head of the Joint Target Identification group ("**Database Controller**") who shall keep the contents of the Target Database up to date and shall maintain, modify and update the contents of the Target Database on behalf of both of Adaptimmune and Immunocore. Immunocore shall use all reasonable endeavours to procure that the Database Controller maintains any sequence information of any Target within the Target Database confidential

on behalf of both parties despite such individual being an employee of Immunocore. The name of the head of the Joint Target Identification group as at the Effective Date is Dr Emma Hickman and Immunocore shall notify Adaptimmune of any change in identity of individual as soon as reasonably possible after becoming aware of any need for a change in individual, for example as a result of termination of employment. Immunocore shall ensure that there is always at least one Immunocore

employee appointed as the Database Controller during the term of this Agreement.

5.2 Upon receipt of written notification from Adaptimmune or Immunocore that it wishes to initiate a T-cell Cloning directed to a specified Target, or that it has accepted a Target Nomination from a third party, the Database Controller shall provide the requesting party all contents of the Target Database specific to the Target or as relevant to any peptide sequence identified within such Target (including where such peptide sequence is present within more than one Target). Despite such release of sequence information Adaptimmune or Immunocore as relevant will use all reasonable endeavours to procure and maintain the ongoing confidentiality of the relevant sequence information.

5.3 Both parties may from time to time wish to discuss with Third Parties the practicability of developing products directed to a Target and this may include a requirement to confirm whether peptides from a Target proposed by a Third Party are already present within the sequences of Targets identified in the Target Database. In order to prevent contamination with Third Party supplied Target information each of Immunocore and Adaptimmune may request in writing that a copy of the Target Database or access to the Target Database be provided to an independent Third Party external to both Immunocore and Adaptimmune ("Independent Expert") and who would search the Target Database to ascertain whether any Third Party peptides or Target sequences are already comprised within the Target Database. The Independent Expert shall not be authorised to disclose the sequence of any peptides from a Target within the Target Database to any Third Party but shall be authorised to identify whether any peptides from the Third Party Target are present or absent within the Target Database, and in the case of presence the number of peptides identified as already present within the Target Database, the number of cell lines and experiments the peptide has been detected in within the Target Database and the experimental confidence score of the detected peptide in each experiment. As at the Effective Date the independent external Third Party appointed by the parties to perform such searching of the Target Database is Kilburn and Strode.

5.4 At some point it is intended by the parties that there will be no further requirement for Joint Target Identification. At such time which will be mutually agreed between the parties or alternatively within 30 days of receipt of a written request from Adaptimmune for provision of a copy of the Target Database in accordance with this clause, one copy of the entire contents of the Target Database will be provided by Immunocore to Adaptimmune and thereafter the provisions of clauses 6.1 — 6.3 shall cease to apply and each party will maintain its own copy of the Target Database independently of the other party. Both parties shall, however, continue to maintain the sequences of any Targets within the Target Database as at the time of copying of Target Database to Adaptimmune as confidential in accordance with the terms of this Agreement and at all times subject to the terms of any third party agreements entered into by Adaptimmune or Immunocore as relevant.

5.5 For clarity, no Results generated from any Project and arising from Partner Target Identification or any sequence information resulting from analysis of Partner Materials shall be included in the Target Database and Immunocore (including

through the Database Controller) and Adaptimmune shall cooperate to ensure that all Results and sequence information resulting from such Partner Target Identification are stored separately and with reasonable safeguards to ensure confidentiality in such Results or sequence information.

6. TARGET IDENTIFICATION

6.1 Each of the parties needs to carry out Target Identification for the purposes of its business. As at the Effective Date only Immunocore employs staff who are capable of carrying out Target Identification but it is anticipated that Adaptimmune may, in due course, employ its own staff to carry out some or all of such work.

6.2 The parties will cooperate in performing all Joint Target Identification and Partner Target Identification as may be reasonable or necessary for each party including providing reasonable access to employees performing Joint Target Identification and to facilities within which Target Identification is performed. Any access to facilities will be subject to the party being granted such access complying with all reasonable health and safety policies or requirements that may be applicable to such access.

6.3 Each party agrees to comply with the following in performing any Joint Target Identification or Partner Target Identification:

6.3.1 each party shall use reasonable skill and care to perform Joint Target Identification and Partner Target Identification and will use reasonable endeavours to perform its designated tasks for Joint Target Identification and Partner Target Identification within the timescales set by the TIC or as otherwise requested by any party;

6.3.2 each party will use reasonable endeavours to ensure that all employees contributing to any Joint Target Identification and Partner Target Identification keep detailed notebooks and comply with any laboratory record keeping protocol agreed between the parties; and

6.3.3 each party will ensure that all individuals working on or performing the Joint Target Identification and Partner Target Identification are under contracts of employment or service agreements which (to the extent legally possible) assign to the employing party all right, title and interest in any results, data, work product or Intellectual Property Rights resulting from performance of Joint Target Identification and Partner Target Identification.

6.4 Each of the parties may also choose in its sole discretion to carry out any Partner Target Identification using its own employees, consultants or other Third Parties. There shall be no obligation on the party performing such Partner Target Identification to provide copies of or access to any results generated as a result of the performance of such Partner Target Identification.

6.5 The parties shall set up a management committee to oversee any Joint Target Identification and Partner Target Identification work, the Target Identification Committee ("**TIC**"). The TIC shall be responsible for:

6.5.1 Determining the order in which Joint Target Identification and Partner Target Identification will be performed and the resources allocated to any Joint Target Identification and Partner Target Identification (such

priorities to reflect any commitments between either party and any Third Party partner);

6.5.2 The relative priorities of any Joint Target Identification and Partner Target Identification performed and resolution of any competing demands on the resources of the individuals performing Joint Target Identification and Partner Target Identification;

6.5.3 The timescales for performance of Joint Target Identification and Partner Target Identification; and

6.5.4 maintaining a record of the individuals assigned to Joint Target Identification and Partner Target Identification on behalf of each party.

In making any decision on priority of Joint Target Identification and Partner Target Identification, the parties shall use reasonable endeavours to ensure that the demands of Partner Target Identification do not override and prevent the carrying out of Joint Target Identification subject in each case to any Third Party

commitments agreed by either party. In particular, Immunocore will ensure that it has sufficient employees carrying out Target Identification such that taken over any calendar month an average of at least [2] Immunocore employees are working on Joint Target Identification during such calendar month. Such obligation shall expire on the date two years after the Effective Date.

6.6 The TIC shall comprise three (3) members from each of Immunocore and Adaptimmune. Other employees or consultants of a party may attend meetings of the TIC as observers and each party shall be entitled to permit such other individuals to attend TIC meetings, where they consider such attendance is reasonably necessary or desirable. Where attendees are consultants, any attendance by such consultants will be subject to such consultants agreeing to comply with confidentiality terms equivalent to those set out in this Agreement. Each party shall have one vote on the TIC regardless of the number of members attending or other observers attending any TIC meeting. The TIC shall meet on a regular basis, at least once every three months and an agenda will be circulated for each meeting at least 5 Business Days ahead of each meeting. Minutes will be taken at each meeting and circulated by e-mail within 5 Business Days of any meeting. The other party will have a further 5 Business Days to object to or comment on the minutes. Any objections or comments shall be addressed at the next TIC meeting. Organisation of the TIC meetings, circulation of agenda and the taking of minutes shall alternate between the parties, with the first TIC meeting after the Effective Date being organised by Immunocore. Meetings may be in person or by conference call.

6.7 In the event of dispute within the TIC which can not be resolved by the TIC within 30 days of any TIC meeting, either party may refer the matter to the COO, CBO or CEO of each party for resolution. Where the relevant representatives of the party are still unable to resolve the matter within a further 7 Business Days, either party may request resolution by arbitration in accordance with the arbitration rules of the International Chamber of Commerce. Arbitration shall be binding on both parties in the absence of fraud or manifest error on the part of the arbitrator. The number of arbitrators shall be one and the arbitration shall be held in Oxford, England.

6.8 Where either Party wishes to use the resources of the other Party to carry out any Other Target Identification, the scope of such Other Target Identification will be mutually agreed between the parties save that either party shall not

unreasonably withhold or refuse to provide its resources to assist with Other Target Identification.

6.9 All results, data, analysis, Targets and work product arising from the performance of Joint Target Identification (excluding Intellectual Property Rights) shall be owned jointly by the parties and each party shall provide ongoing access to such results, data, analysis, Target and work product arising from the performance of Joint Target Identification. Any request for access shall be made in writing or by e-mail (provided in the case of e-mail, receipt is acknowledged) and shall specify the results, data, analysis, Target or work product required with sufficient clarity to enable the receiving party to identify the scope of access being requested. Access shall be provided as soon as reasonably possible and in any event within 10 Business Days of receipt of request for access. Any access shall be provided within Business Hours and the party providing access shall cooperate fully with the request for access. The access rights will be supervised and the party requesting such access shall comply with all reasonable health and safety requirements of the other party. Such obligation to provide ongoing access shall survive any termination or expiry of this Agreement.

6.10 The parties shall each keep any Target sequence information arising from the performance of Joint Target Identification confidential as if such results, data, analysis, Targets and work product were Confidential Information of the other party and such Target sequence information will be added to the Target Database and maintained in accordance with clause 5.

6.11 All results, data, analysis, targets and work product arising from the performance of Partner Target Identification (excluding Intellectual Property Rights) shall be owned by the party required to carry out the Partner Target Identification on behalf of the relevant Third Party ("**Relevant Party**"). The non-Relevant Party shall maintain such results, data, analysis, targets and work product as confidential and such shall not be incorporated within the Target Database. The non-Relevant Party shall provide access to such results, data, analysis, targets and work product as reasonably required and requested by the Relevant Party including copies and originals of such results, data, analysis, targets and work product. Access, originals and copies shall be provided as soon as reasonably possible and in any event within 10 Business Days of receipt of request for such access, originals or copies. Any access shall be provided within Business Hours and the party providing access shall cooperate fully with the request for access. The access rights will be supervised and the party requesting such access shall comply with all reasonable health and safety requirements of the other party. Such obligation to provide ongoing access shall survive any termination or expiry of this Agreement.

7. T-CELL CLONING

7.1 Each of the parties needs to carry out T-cell Cloning for the purposes of its business. As at the Effective Date only Immunocore employs staff who are capable of carrying out the required T-cell Cloning but it is anticipated that Adaptimmune may, in due course, employ its own staff to carry out some or all of such work. T-cell Cloning will either be carried out for the benefit of Adaptimmune in the case of a Project requested by Adaptimmune pursuant to clause 7.2 or for the benefit of Immunocore in the case of a Project requested by Immunocore pursuant to clause 7.2. The Results will be owned by the party requesting performance of the Project in accordance with clause 8.2. The Results will constitute Confidential Information of the party requesting performance. The other party agrees to comply with the obligations of confidentiality set out in clause 4 in relation to such Confidential Information.

7.2 Where either party ("**Requesting Party**") wishes the other party to carry out any Project it shall notify the other party ("**Receiving Party**") in writing ("**Project Notification**"). The notification shall include details of the Project, required timescales and the details of the HLA-peptide(s) relevant to the Project. The Receiving Party shall acknowledge receipt of the Project Notification in writing within 10 Business Days of receipt and shall state in such acknowledgement if there are any third party restrictions in existence as at the date of Project Notification which would prevent it from performing the Project or restrict the scope of work which can be carried out in relation to such Project, save that confidential details of such third party restriction need not be provided if provision would result in a breach of any third party agreements. Following receipt of acknowledgement by the Notifying Party and to the extent that there are no third party restrictions applicable, the parties shall negotiate and agree the details of a project schedule for the Project set out in the Project Notification as soon as reasonably possible. Once agreed and signed in writing by both parties, such schedule shall become a Project Schedule under this Agreement. The Project set out in such Project Schedule shall start on the date set out in the Project Schedule or the date of last signature by a party to the Project Schedule if no start date is specified.

7.3 The parties recognise that each of them will need to have access to the staff that can carry out T-cell Cloning and that there may be competing demands upon the resource represented by such staff. For example such staff may also be performing T-cell Cloning for a Third Party. The parties shall keep each other informed about their likely demands upon such resource and shall use their respective reasonable endeavours to ensure that, as far as is reasonably practicable, each party has such access to that resource as it needs in order to carry on its business in a timely and efficient manner.

7.4 The following obligations shall apply to any Project:

7.4.1 each party shall use reasonable skill and care to perform the Project and will use reasonable endeavours to perform its tasks under any Project within the timescales agreed between the parties, as specified in the relevant Project Schedule.

7.4.2 each party will use reasonable endeavours to ensure that all employees contributing to any Project keep detailed notebooks and comply with any laboratory record keeping protocol agreed between the parties.

7.4.3 each party will assign a project manager to each Project to manage the day to day performance of the Project. Each party shall have the right to change its Project manager upon written notice to the other party.

7.4.4 any Non-Partner Materials or Partner Materials shall remain the property of the providing party (or the relevant Third Party) unless otherwise agreed in writing between the parties. The party receiving the Non-Partner Materials or Partner Materials shall use reasonable endeavours to:

(a) keep the Non-Partner Materials and Partner Materials secure;

(b) use the Non-Partner Materials and Partner Materials only for the performance of the Project and with reasonable skill and care; and

(c) ensure compliance with all applicable laws and regulations governing the transportation, keeping and use of the Non-Partner Materials and Partner Materials.

7.4.5 Each party will ensure that all individuals working on or performing the Project are under contracts of employment or service agreements which (to the extent legally possible) assign to the employing party all right, title and interest in any Results.

7.4.6 Any T-cell Cloning under any Project will be recorded in a project notebook which is specific to the party requesting such a Project. Such project notebooks will be kept separate from other notebooks of a party and shall be identifiable as containing Project specific information.

7.4.7 Each party shall procure that those of its employees who carry out T-cell Cloning shall record the time spent by them on such work on a time sheet which allocates such time to a specific Project.

7.4.8 The Requesting Party may terminate the relevant Project by notice in writing to the other party without cause and with immediate effect.

7.5 On identification, isolation or characterisation of any t-cell clone or t-cell receptor as a result of T-cell Cloning, either party ("**Notifying Party**") shall be entitled to serve a written notice on the other party ("**Notified Party**") where the identification of any t-cell clone or t-cell receptor causes or results in any Third Party conflict or Third Party restriction arising for the Notifying Party. Any such notice must be served as soon as possible after the conflict or restriction becomes apparent to the Notifying Party and in any event before expiry of a period of one month after completion of any Project. To the extent legally possible (including in accordance with the terms of any Third Party agreement), the Notified Party shall take account of the notified conflict or restriction and where necessary cease any work on or in relation to the relevant t-cell clone or t-cell receptor, including as relevant not disclosing or transferring such t-cell clone or t-cell receptor on to any Third Party.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 ***Consultancy Services***: Any Intellectual Property Rights created or reduced solely to practice by the CSO in the performance of the Consultancy Services for Adaptimmune shall be owned by Adaptimmune. Immunocore hereby assigns and agrees to assign such Intellectual Property Rights to Adaptimmune. Such Intellectual Property Rights shall be deemed confidential information of Adaptimmune and shall be maintained as confidential by Immunocore in accordance with clause 4.3.

8.2 ***T-cell cloning Projects***: Any Intellectual Property Rights in Results or arising or reduced to practice in the performance of a Project shall be owned by the Requesting Party. Where Immunocore is the Requesting Party, Adaptimmune hereby assigns and agrees to assign such Intellectual Property Rights to Immunocore. Where Adaptimmune is the Requesting Party, Immunocore hereby assigns and agrees to assign such Intellectual Property Rights to Adaptimmune. Such Intellectual Property Rights shall be deemed the confidential information of the party owning such Intellectual Property Rights and shall be maintained as confidential by the other party in accordance with clause 4.

8.3 ***Partner Target Identification***: Any Intellectual Property Rights arising or reduced to practice in the performance of Partner Target Identification shall be owned by the party receiving the relevant Target Nomination and requesting such Partner Target Identification. Where Immunocore is the relevant requesting party, Adaptimmune hereby assigns and agrees to assign such Intellectual Property Rights to Immunocore. Where Adaptimmune is the relevant requesting party, Immunocore hereby assigns and agrees to assign such Intellectual Property Rights to Adaptimmune. Such Intellectual Property Rights shall be deemed the confidential information of the party owning such Intellectual Property Rights and shall be maintained as confidential by the other party in accordance with clause 4.

8.4 ***Joint Target Identification***: Any Intellectual Property Rights arising from or reduced to practice during the performance of Joint Target Identification, shall be owned jointly in equal undivided shares by Adaptimmune and Immunocore ("**Joint Results**"). Each party agrees to take all steps as may be necessary to vest ownership of Joint Results in the parties in accordance with this clause 8.4. The parties shall each keep the Joint Results confidential as if such Joint Results were Confidential Information of the other party save that each party shall be entitled to disclose Joint Results other than the Target peptide sequences in the Target Database to Third Parties and Affiliates as may be reasonably necessary for the business of each party and subject to such Third Parties agreeing to equivalent obligations of confidentiality as set out under this Agreement.

8.5 Immunocore and Adaptimmune each agree to licence the Joint Results to the other party as if such Joint Results were "Results" under clause 3 of the Assignment and Licence Agreement. Such licence shall take effect on creation or reduction to practice of the Intellectual Property Rights in such Joint Results and shall last for the same duration as the licence granted under clause 3 of the Assignment and Licence Agreement. Should either party wish to file a patent application in relation to any Joint Results the provisions of clause 4 of the Assignment and Licence Agreement will apply and the Joint Results shall be treated as "Results" under clause 4 of the Assignment and Licence Agreement.

8.6 Each party agrees at its cost and expense to execute or to procure the execution of any further document or confirmatory assignment which may be reasonably required to affect ownership in accordance with clauses 8.1 — 8.4.

8.7 Neither party shall intentionally infringe or misappropriate any Third Party intellectual property rights in performing any Project or in the case of Immunocore in providing the Consultancy Services. Should either party become aware of any third party infringement being threatened or alleged in relation to any Results, Joint Results, results of Joint Target Identification or the Works, such party shall notify the other party as soon as reasonably possible and the parties shall reasonably cooperate in relation to the defence of any third party infringement.

8.8 Each party hereby irrevocably appoints the other party to be its attorney in its name and on its behalf to execute documents, use a party's name and do all things which are necessary or desirable for the other party to obtain for itself or its nominee the full benefit of clauses 8.1 — 8.4.

8.9 Each party shall procure that all employment agreements with individuals performing Joint Target Identification, Consultancy Services or T-cell Cloning permit ownership of Intellectual Property Rights created, generated or reduced to practice during the performance of Joint Target Identification, Consultancy Services or T-

cell Cloning by such individuals in accordance with this clause 8.

9. IT SUPPORT AND FACILITIES

9.1 Adaptimmune currently uses part of Immunocore's IT infrastructure and also receives IT support from Immunocore's IT support staff. Adaptimmune intends to have its own standalone IT infrastructure in place within a year of the Effective Date but wishes to continue to use Immunocore's IT infrastructure until that date and to receive IT support from Immunocore's IT support staff both before and after that date. Once Adaptimmune has in place its own standalone IT infrastructure it shall notify Immunocore and Immunocore's obligations under this clause 9 shall cease to apply.

9.2 Immunocore hereby agrees until the provision of the IT Services is terminated by Adaptimmune pursuant to clause 15.3.1:-

9.2.1 to allow Adaptimmune the same level of use and access to Immunocore's IT infrastructure and systems as it currently enjoys; and

9.2.2 to provide the services of its IT support staff to support Adaptimmune's use of the Immunocore IT infrastructure.

9.3 Immunocore shall procure that the same standard of service is provided to Adaptimmune pursuant to clause 9.2 as that which Immunocore enjoys in respect of its own business.

9.4 Adaptimmune shall own all data relating to its business ("**Data**") which is held by Immunocore's IT system.

9.5 Immunocore agrees:-

9.5.1 only to deal with the Data to the extent absolutely necessary for it to provide Adaptimmune with the IT Services and comply with any other relevant obligations under and in accordance with this clause ("**Permitted Use**");

9.5.2 not to use the Data, nor allow it to be used, other than for the Permitted Use.

9.6 Immunocore acknowledges that for the purposes of the Data Protection Act 1998 ("**DPA**"), Adaptimmune is the Data Controller in relation to any Personal Data stored on Immunocore's IT infrastructure. Immunocore agrees that:

9.6.1 It shall only Process Adaptimmune's Personal Data in accordance with Adaptimmune's instructions and on Adaptimmune's behalf and shall not Process such Personal Data for any other purpose;

9.6.2 In Processing Adaptimmune's Personal Data it will at all times comply with the principles set out under the DPA and Process such Personal Data in accordance with the requirements of the DPA;

9.6.3 It will comply with any instructions from Adaptimmune to process, delete, transfer or amend Personal Data promptly;

9.6.4 It will pass on any complaints, notices or communications which relate directly to Adaptimmune's Personal Data an co-operate with Adaptimmune in order to address such complaint, notice of communication; and

9.6.5 It will not transfer any Adaptimmune Personal Data outside the European Economic Area without the prior written consent of Adaptimmune;

In this clause 9.6, the terms "Personal Data", "Processing", "Process" and "Data Controller" shall have the same meanings as set out in the DPA.

9.7 During the term of the IT Services (and any extension subsequently agreed to), Adaptimmune may access the Data on Immunocore's IT system (but not any other data or systems) and on each occasion when access is required Adaptimmune will comply with Immunocore's reasonable security requirements.

9.8 Immunocore agrees that to the extent reasonably possible any changes or modification to its IT system shall not:

9.8.1 cause a degradation of the IT Services (including in terms of functionality and compatibility);

9.8.2 result in any material failure to comply with the relevant service levels;

9.8.3 adversely affect Adaptimmune's use and access to such IT system in a material fashion; or

9.8.4 require Adaptimmune to incur any significant additional costs or charges.

9.9 If a System breakdown or service interruption adversely affects or may adversely affect the ability of Immunocore to provide the IT Services, Immunocore shall, as soon as practicable, notify Adaptimmune and take all steps reasonably necessary to restore its IT system as soon as reasonably possible so that the IT Services will be provided in accordance with the service level currently enjoyed by Adaptimmune.

9.10 Immunocore shall give Adaptimmune all reasonable assistance in migrating the Data and information to Adaptimmune's IT system, as notified by Adaptimmune to Immunocore, (including data access, conversion and copies) in an agreed format compatible/acceptable for upload into Adaptimmune's IT system. Immunocore will use all commercially reasonable endeavours to ensure that the data and media on which it is contained is free from viruses and other performance impediments.

9.11 Immunocore warrants that:

9.11.1 it has all necessary consents, licences and authorities to provide the IT Services and perform its obligations in accordance with this clause; and

9.11.2 it will perform its obligations under this clause 9 in a timely manner and with reasonable skill and care.

9.12 Adaptimmune shall comply with Immunocore's policies (as amended from time to time) relating to use of all IT systems provided they are reasonable and do not unduly hamper or delay access to Immunocore's IT system or affect the provision of the IT Services to Adaptimmune.

10. OTHER HUMAN RESOURCES

10.1 Immunocore and Adaptimmune shall provide the services of Facility Personnel to each other as they may reasonably require (excluding performance of Consultancy Services by such individuals). Each party shall procure that its employed Facility Personnel provide the relevant services using all due care, skill and ability and that such Facility Personnel shall comply with all reasonable standards of safety and other party's health and safety procedures as may be reasonably applicable to the performance of the services by the relevant Facility Personnel and the Confidentiality provisions of this Agreement.

10.2 If one company shall require the services of any additional employee of either party which is not designated as Facility Personnel then addition of such employee to Schedule 1 shall be agreed between the parties. Neither party shall be unreasonably able to withhold consent of such a change to Schedule 1. On amendment of Schedule 1, such employee shall be designated as Facility Personnel under this Agreement.

11. PAYMENT TERMS, EXPENSES AND VAT

T-cell cloning and Partner Target Validation

11.1 The party for whom any Partner Target Identification is being performed or any Project is being performed shall pay one hundred percent of the cost for the individuals performing the relevant Partner Target Identification or Project. Such cost shall be based on the time incurred in performance of the Partner Target Identification or T-cell cloning by such individuals and as recorded by such individuals against the relevant project code assigned to such work and shall be calculated at the FTE Rate. Such cost shall be calculated on a monthly basis in arrears. A party receiving an invoice in relation to any Partner Target Identification or Project costs shall be entitled to request access to the relevant timesheets to verify the cost set out in the invoice and there shall be no obligation to pay such invoice until the relevant timesheets have been provided to the paying party.

11.2 The party for whom any Partner Target Identification is being performed or any Project is being performed shall also reimburse the other party for any third party expenses necessarily incurred by the other party in the performance of the Partner Target Identification or Project on production of reasonable documentary evidence of such expenses being incurred.

Joint Target Identification

11.3 The number of individuals assigned by each party to Joint Target Identification will change from time to time and the TIC shall keep a record of those individuals assigned to Joint Target Identification by each party and the date such individuals are assigned or cease to be assigned to Joint Target Identification. The TIC shall also report on a monthly basis and update the financial controllers (or equivalent individuals) for each party of the level of individuals assigned to Joint Target Identification to enable the financial controllers to adjust Schedule 1 in accordance with clause 11.4.

11.4 Each party shall pay 50 percent of the employment cost of such the individuals performing Joint Target Identification and assigned to Target Identification pursuant to clause 11.3. The employment cost for each individual assigned to Joint Target Identification as at the Effective Date shall be the amounts set out in Schedule 1 and shall be calculated at the appropriate FTE Rate. Schedule 1 shall be adjusted on a monthly basis in line with the record kept by the TIC under

clause 11.3 and by mutual agreement between the financial controllers (or equivalent individuals) of each party.

Premises Related Costs

11.5 During the term of this Agreement, the parties may from time to time occupy or utilise premises owned or leased by the other party. Such occupation will, subject to any explicit agreement to the contrary, be by way of licence. Any costs relating to either party's occupation and utilisation of premises leased or owned by the other party shall be apportioned between the parties in accordance with the respective occupation and utilisation by the relevant party. Costs will include rent, rates, utilities, any fit-out costs and any charge for associated property and facilities management services together with a profit element not to exceed 10% of the rent receivable (such charge to be agreed in advance by the Boards of Immunocore and Adaptimmune in writing) and will be adjusted to reflect any changes in ownership or leasing of premises or of any occupation of premises by either party. Schedule 1 reflects the apportionment of costs as at the Effective Date and the basis for such calculation (referred to as Facilities Costs in Schedule 1).

General Management and Other Personnel Charges

11.6 The cost of provision of Facility Personnel, the Consultancy Services and any other expenses associated with the provision of services by one party to another party under this Agreement and save as provided in clauses 11.1 — 11.5 above, shall be payable through a General Management Charge and Other Personnel Charges. The General Management Charge and the Other Personnel Charges shall reflect the utilisation of employees on an Employment Cost basis and calculations shall be made in accordance with Schedule 1.

11.7 The principles set out in Schedule 1 shall continue to apply to calculation of cross-charging under this Agreement unless otherwise mutually agreed between the parties under this Agreement.

General payment provisions

11.8 Schedule 1 sets out the relevant cost position between the parties both before and as at the Effective Date of this Agreement. Schedule 1 shall be updated by the financial controllers (or equivalent individual) of both parties on a monthly basis. Any changes to the principles used in calculating the costs set out in Schedule 1 shall be mutually agreed between the parties and in each case shall reflect a fair proportion of the Employment Cost or other expenses incurred by the relevant party in providing services to the other party under this Agreement.

11.9 All sums expressed to be payable under this Agreement are exclusive of VAT.

11.10 Each party shall deliver to the other at the end of each month a VAT invoice in respect of the services provided by it to that other party during that month and as provided for in Schedule 1 (as amended from time to time) or otherwise required under this Agreement.

11.11 Each party receiving an invoice pursuant to clause 11.10 shall settle such invoice within 30 Business Days of receipt.

12. PREVIOUS AGREEMENT

12.1 The parties agree that subject to clause 12.2, the Staff, Services and Facilities Agreement dated 1st July 2008 and made between Medigene Limited and Adaptimmune and novated to Immunocore from Medigene pursuant to a Novation Agreement dated 1st October 2008 ("the Previous Agreement") be terminated with effect from the Effective Date and shall be of no further force or effect from the Effective Date.

12.2 Notwithstanding the provisions of clause 12.1, Adaptimmune shall remain liable to pay to Immunocore any sums which became due or owing to Immunocore under the Previous Agreement prior to the Effective Date.

13. LIABILITY

13.1 This clause 13 sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents, and sub-contractors) to each other in respect of any:

13.1.1 breach of this Agreement;

13.1.2 use made by a party of any facilities or services provided by the other; and

13.1.3 representation, statement or tortious act or omission (including negligence) arising under, or in connection with, this agreement.

13.2 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

13.3 Nothing in this Agreement shall limit or exclude the liability of either party for:-

13.3.1 death or personal injury resulting from negligence or fraud;

13.3.2 fraudulent misrepresentation; or

13.3.3 breach of any obligation in this Agreement relating to intellectual property rights or confidentiality.

13.4 Subject to the provisions of clause 13.3 and clause 13.5 the total liability of one party to the other arising under or in connection with this Agreement whether in contract, tort for negligence or breach of statutory duty, misrepresentation or otherwise, shall not exceed £5 million.

13.5 Subject to clause 13.3, neither party shall be liable to the other (whether in contract, tort, negligence or otherwise) for any indirect or consequential loss or damage, costs of expenses whatsoever, and howsoever arising out of or in connection with this agreement.

14. INSURANCE

14.1 Each party shall:

14.1.1 obtain and maintain policies of insurance with a reputable insurance company in respect of its liabilities and obligations under this Agreement; and

14.1.2 upon request, provide the other with a copy of the insurance certificates and policies within 10 Business days of receipt of such request.

14.2 If a party fails to obtain and maintain insurance in accordance with clause 14.1, the other party may, in its sole discretion either:

14.2.1 obtain the appropriate insurance itself; or

14.2.2 terminate this Agreement in accordance with clause 15.

15. TERMINATION

15.1 This Agreement may be terminated by either party with immediate effect on giving written notice to the other party if:

15.1.1 the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default not less than 15 Business Days after being notified in writing to make such payment; or

15.1.2 the other party commits a material breach of a material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 90 Business Days after receipt of notice in writing requiring it to do so; or

15.1.3 the other party commits a series of persistent minor breaches which, when taken together, amount to a material breach; or

15.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

15.1.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

15.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of the other party); or

15.1.7 any liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator or similar officer is appointed over or in respect of the other party or any part of its business or assets; or

15.1.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 90 Business Days;

15.1.9 the other party ceases, or threatens to cease, to carry on all or substantially the whole of its business; or

15.1.10 the other party fails to obtain or maintain the insurance referred to in clause 14.

15.2 Termination under clause 15.1 shall be without prejudice to any rights, remedies or obligations which have accrued as at termination, and subject to the provisions of clause 15.3, on termination, neither party shall have any obligation to the other under this Agreement.

15.3 Adaptimmune shall be entitled to terminate:-

15.3.1 the provision by Immunocore of the IT Services; or

15.3.2 the provision by Immunocore of the services of any of its employees pursuant to clause 10,

at any time by not less than three months' notice in writing to Immunocore.

15.4 Immunocore shall be entitled to terminate the provision of the Radiological Protection Officer by not less than one month's notice in writing to Adaptimmune.

15.5 Adaptimmune shall be entitled to terminate this Agreement at any time by not less than six months' notice in writing to Immunocore.

15.6 Immunocore shall be entitled to terminate this Agreement by not less than six months' notice in writing to Adaptimmune expiring on or at any time after the day preceding the second anniversary of the Effective Date.

15.7 For clarity, termination under this clause 15 by either party can be with respect to provision of Consultancy Services, Target Identification, T cell Cloning and IT Services and Facilities separately or as the entire Agreement.

15.8 On termination of this agreement (however arising), the following clauses shall continue in full force and effect [to be inserted once clauses finalised].

16. FORCE MAJEURE

16.1 A party, provided that it has complied with clause 16.2, shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement arising from a Force Majeure Event.

16.2 Any party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

16.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

16.2.2 it has used reasonable endeavours to mitigate the effect of the Force Majeure Event to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as reasonably possible.

16.3 It the Force Majeure Event prevails for a continuous period in excess of three months, either party may terminate this Agreement on 14 Business Days' written notice. Termination under this clause 16.3 shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring before such termination.

17. CONFIDENTIALITY AND ANNOUNCEMENTS

Each party shall keep, and shall procure that its employees, agents and sub-contractors shall, keep secret and Confidential Information and any other information (whether or not technical) of a confidential nature which has been communicated to them by the other party either before the execution of, or as result of, this Agreement, or of which its employees, agents or sub-contractors become aware when on the premises of the other party and shall not, and shall procure that its employees, agents and sub-contractors shall not, disclose the same (or any part of it) to any other person.

18. ASSIGNMENT

This Agreement is personal to the parties and neither party shall, without the prior written consent of the other party assign, transfer, mortgage, charge or deal in any other manner with this agreement or any of its rights and obligations under or arising out of this Agreement, or purport to do any of the same. Neither party shall sub-contract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.

19. SEVERANCE

19.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

19.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

20. VARIATION AND WAIVER

20.1 A variation of this Agreement shall be in writing and signed by or on behalf of each party.

20.2 Any waiver of any right under this Agreement is only effective if it is in writing and signed by the waiving or consenting party and it applies only in the circumstances for which it is given and shall not prevent the party who has given the waiver or consent from subsequently relying on the provision it has waived.

20.3 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

20.4 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

21. NOTICES

21.1 A notice or other communication given to a party under or in connection with this Agreement:

21.1.1 shall be in writing and in English;

21.1.2 shall be signed by or on behalf of the party giving it;

21.1.3 shall be sent to the party for the attention of the person at the address, or fax number specified in this clause (or to such other person or to such other address or fax number as that party may notify to the others, in accordance with the provisions of this clause 21); and

21.1.4 may be:

(a) delivered personally; or

(b) sent by commercial courier; or

(c) sent by pre-paid first-class post or recorded delivery; or

(d) sent by fax.

21.2 The addresses for delivery of a notice or other communication are as follows:

21.2.1 Immunocore:

(a) address: 91 Milton Park, Abingdon, Oxfordshire, OX14 4RY

(b) for the attention of: the Chief Business Officer;

(c) fax number: 01235 438601.

21.2.2 Adaptimmune:

(a) address: 91 Milton Park, Abingdon, Oxfordshire, OX14 4RY

(b) for the attention of: the Chief Operating Officer

(c) fax number: 01235 430001.

21.3 A notice is deemed to be received:

21.3.1 if delivered personally, at the time of delivery; or

21.3.2 if sent by commercial courier, on the date and at the time of signature of the courier's delivery receipt; or

21.3.3 if sent by pre-paid first-class post or recorded delivery, 9.00 am on the Business Day after posting; or

21.3.4 if sent by fax, at the time of transmission.

21.4 For the purposes of this clause 21:

21.4.1 all times are to be read as local time in the place of deemed receipt; and

21.4.2 if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.30 pm on a Business Day), the notice or other communication is deemed to have been received at the opening of business on the next Business Day in the place of receipt.

21.5 To prove delivery, it is sufficient to prove that:

21.5.1 if sent by pre-paid first-class post, the envelope containing the notice or other communication was properly addressed and posted; or

21.5.2 if sent by fax, the notice was transmitted by fax to the fax number of the party.

21.6 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

21.7 A notice required to be given under or in connection with this Agreement shall not be validly given if sent by e-mail.

22. WHOLE AGREEMENT

22.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

22.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement, provided always that nothing in this clause shall limit or exclude any liability for fraud.

23. THIRD PARTY RIGHTS

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this Agreement and which together have the same effect as if each party had signed the same document

25. GOVERNING LAW AND JURISDICTION

25.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

25.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter (including non-contractual disputes or claims).

THIS AGREEMENT has been entered into by the parties on the date stated at the beginning of it.

SIGNED by Bent Jakobsen)
duly authorised for and on) /s/ Bent Jakobsen
behalf of **IMMUNOCORE LIMITED**)

SIGNED by James Noble)
duly authorised for and on) /s/ James Noble
behalf of **ADAPTIMMUNE LIMITED**)

SCHEDULE 1 – FEES PAYABLE BY PARTIES UNDER THIS AGREEMENT

SCHEDULE 1a – Fees payable as from 1 JULY 2014 (EXCLUDING PARTNER TARGET VALIDATION AND PROJECTS)
Fees payable by Adaptimmune to Immunocore

Service	From	To	Monthly amount as at 30 June 2014, or most recent charge	Basis of calculation
Other Personnel Charges				
(a) IT Support	01-Jul-14	-	4,234.99	One third of department Employment Cost
(b) Financial Administration	01-Jul-14	-	1,396.68	100% of Accounts Clerk's Employment Cost
(c)Operations Manager, Facilities Manager & Office Manager	01-Jul-14	-	3,880.69	Employment Cost split by budgeted headcount (FTE ratio of ADT 64.6: IMM 142.9 for the year 2014-15)
Scientific Resource				
- Joint Target Validation	01-Jul-14	-	18,539.62	50% of cost-centre over-headed FTE rate of £99,000 per annum, calculated at the end of each month based on actual resources allocated in timesheets
- Other Services	01-Jul-14	-	1,438.19	100% of cost-centre over-headed FTE rate of £99,000 per annum, calculated at the end of each month based on actual resources allocated in timesheets
Depreciation pass-through	01-Jul-14	-	3,717.39	The depreciation cost of specific assets used in part or in full by Adaptimmune.
Facilities Costs	01-Jul-14	-	19,234.56	Pro-rata costs of facilities including rent, rates and utilities
General Management Charge, (covering all other services in this agreement)	01-Jul-14	-	7,500	£90K per annum

Fees payable by Immunocore to Adaptimmune

Service	From	To	Monthly amount as at 30 June 2014, or most recent charge	Basis of calculation
Other Personnel Charges				
(a) Radiology Protection Officer	01-Jul-14	-	416.67	£5,000 per year
(b) Company Secretary & Head of PR	01-Jul-14	-	4,221.76	50% of Employment Cost

FEES PAYABLE FOR PERIOD 1 NOVEMBER 2013 — 31 JUNE 2014 (EXCLUDING PARTNER TARGET VALIDATION AND PROJECTS)

Fees payable by Adaptimmune to Immunocore

Service	From	To	Monthly amount as at 30 June 2014, or most recent charge	Basis of calculation
Other Personnel Charges				
(a) IT Support	01-Nov-13	-	4,234.99	One third of department Employment Cost
(b) Financial Oversight	01-Nov-13	30/04/2014	5,968.22	40% of Financial Controller and Company Accountant's Employment Cost
(c) Financial Administration	01-Jan-14	-	1,396.68	100% of Accounts Clerk's Employment Cost
(d) Medical Monitoring	01-Nov-13	31/03/2014	6,885.73	50% of Medical Director's Employment Cost
(e) Executive Assistants	01-Nov-13	31/03/2014	2,793.32	25% of total Employment Cost
(f) Operations Manager, Facilities Manager & Office Manager	01-Nov-13	30/06/2014	2,248.29	Employment Cost split by budgeted headcount (FTE ratio of ADT 22.6: IMM 102.7 for the year 2013-14)
Scientific Resource				
- Joint Target Validation	01-Nov-13	-	18,539.62	50% of cost-centre over-headed FTE rate of £99,000 per annum, calculated at the end of each month based on actual resources allocated in timesheets
- Other Services	01-Nov-13	-	1,438.19	100% of cost-centre over-headed FTE rate of £99,000 per annum, calculated at the end of each month based on actual resources allocated in timesheets
Depreciation pass-through	01-Nov-13	-	3,717.37	The depreciation cost of specific assets used in part or in full by Adaptimmune.
Facilities Costs	01-Nov-13	-	19,234.56	Pro-rata costs of facilities including rent, rates and utilities
General Management , (covering all other services in this agreement)	01-Nov-13	31/03/2014	10,000.00	£120K per annum
General Management (covering all other services in this agreement)	01-Apr-14	-	7,500.00	£90K per annum

Fees payable by Immunocore to Adaptimmune

Service	From	To	Monthly amount as at 30 June 2014, or most recent charge	Basis of calculation
Other Personnel Charges				
(a) Radiology Protection Officer	01-Nov-13	-	416.67	£5,000 per year
(b) Company Secretary & Head of PR	30-Apr-14	-	4,221.76	50% of Employment Cost