Table of Contents

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

FORM 20-F

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

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

OR

☒ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from July 1, 2015 to December 31, 2015

OR

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

Commission File Number 001-37368

ADAPTIMMUNE THERAPEUTICS PLC

(Exact name of Registrant as specified in its charter)

England and Wales
(Jurisdiction of incorporation or organization)

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

ADAPTIMMUNE LLC
Two Commerce Square
Suite 1700, 2001 Market Street
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United States of America
(215) 825 9260
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

James J. Noble, Chief Executive Officer
Adaptimmune Therapeutics plc
101 Park Drive, Milton Park
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Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
American Depositary Shares, each representing 6 Ordinary Shares, par value £0.001 per share	**The Nasdaq Stock Market LLC**

Securities registered or to be registered pursuant to Section 12(g) of the Act: None

Table of Contents

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report: 424,711,900 ordinary shares, par value £0.001 per share.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

☐ Yes ☒ No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

☐ Yes ☒ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

☐ Yes ☒ No

(not required)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☒

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐ International Financial Reporting Standards as issued by the International Accounting Standards Board ☒ Other ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

☐ Item 17 ☐ Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

☐ Yes ☐ No

Table of Contents

TABLE OF CONTENTS

Explanatory Note

On October 13, 2015, Adaptimmune Therapeutics plc (together with its consolidated subsidiaries, the "Company") announced a change of fiscal year end from June 30 to December 31, 2015 to align fiscal reporting more closely with comparable companies in the industry which use calendar years and to provide more efficient reporting for U.S. investors. As a result, the Company is required to file this Transition Report on Form 20-F for the transition period of July 1, 2015 to December 31, 2015. After filing the Transition Report, the Company's next fiscal year end will be December 31, 2016. A comparison of our operating results for the 6-month periods ended December 31, 2015 and 2014 has been included within ITEM 5.A. Financial information presented in this Form 20-F for the six months ended December 31, 2014 and discussion of calendar year data has not been audited and is presented for comparative purposes only. The Company notes that this Transition Report on Form 20-F is filed pursuant to Rule 13a-10(g)(4) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which permits the Company to respond to only Items 5, 8.A.7., 13, 14 and 17 or 18 of Form 20-F.

Table of Contents

GENERAL INFORMATION

In this Transition Report on Form 20-F ("Transition Report"), "Adaptimmune," the "Group," the "Company," "we," "us" and "our" refer to Adaptimmune Therapeutics plc and its consolidated subsidiaries, except where the context otherwise requires. "Adaptimmune®" is a registered trademark of Adaptimmune.

PRESENTATION OF FINANCIAL AND OTHER DATA

The consolidated financial statement data as of December 31, 2015, June 30, 2015 and 2014 and for the six months ended December 31, 2015 and years ended June 30, 2015, 2014 and 2013 have been derived from our consolidated financial statements, as presented elsewhere in this Transition Report, which have been prepared in accordance

with International Financial Reporting Standards, or IFRS, as issued by the International Accounting Standards Board, or IASB, and as adopted by the European Union and audited in accordance with the standards of the Public Company Accounting Oversight Board (United States).

All references in this Transition Report to "$" are to U.S. dollars, all references to "£" are to pounds sterling and all references to "€" are to Euros. Solely for the convenience of the reader, unless otherwise indicated, all pounds sterling amounts as of and for the six months ended December 31, 2015 have been translated into U.S. dollars at the rate as of December 31, 2015, the last business day of our transition period ended December 31, 2015, of £1.00 to $1.4746. These translations should not be considered representations that any such amounts have been, could have been or could be converted into U.S. dollars at that or any other exchange rate as of that or any other date.

Prior to a corporate reorganization completed on April 1, 2015, described fully in the notes to the financial statements within Item 18 of this Form 20-F, we conducted our business through Adaptimmune Limited and its subsidiary, and therefore our historical financial statements for the years ended June 30, 2014 and 2013 present the consolidated results of operations of Adaptimmune Limited. Following the corporate reorganization, our financial statements present the consolidated results of Adaptimmune Therapeutics plc.

INFORMATION REGARDING FORWARD-LOOKING STATEMENTS

This Transition Report contains forward-looking statements that are based on our current expectations, assumptions, estimates and projections about us and our industry. All statements other than statements of historical fact in this Transition Report are forward-looking statements.

These forward-looking statements are subject to known and unknown risks, uncertainties, assumptions and other factors that could cause our actual results of operations, financial condition, liquidity, performance, prospects, opportunities, achievements or industry results, as well as those of the markets we serve or intend to serve, to differ materially from those expressed in, or suggested by, these forward-looking statements. These forward-looking statements are based on assumptions regarding our present and future business strategies and the environment in which we expect to operate in the future. Important factors that could cause those differences include, but are not limited to:

- our ability to advance our NY-ESO T-cell receptor, or TCR, therapeutic candidate to a point where GlaxoSmithKline, or GSK, exercises the option to license the product;
- our ability to successfully advance our MAGE-A10 therapeutic candidate through clinical development;
- the success, cost and timing of our product development activities and clinical trials;
- our ability to successfully advance our technology platform to improve the safety and effectiveness of our existing TCR therapeutic candidates and to submit Investigational New Drug Applications, or INDs, for new TCR therapeutic candidates;
- the rate and degree of market acceptance of T-cell therapy generally and of our TCR therapeutic candidates;
- government regulation and approval, including, but not limited to, the expected regulatory approval timelines for TCR therapeutic candidates;
- patents, including, any legal challenges thereto or enforcement of patents against us;
- the level of pricing and reimbursement for our TCR therapeutic candidates;
- general economic and business conditions or conditions affecting demand for our TCR therapeutic candidates in the markets in which we operate, both in the United States and internationally;

Table of Contents

- volatility in equity markets in general and in the biopharmaceutical sector in particular;
- fluctuations in the price of materials and bought-in components;
- our relationships with suppliers and other third-party providers;
- increased competition from other companies in the biotechnology and pharmaceutical industries;
- claims for personal injury or death arising from the use of our TCR therapeutic candidates;
- changes in our business strategy or development plans, and our expected level of capital expenses;
- our ability to attract and retain qualified personnel;
- regulatory, environmental, legislative and judicial developments including a regulatory requirement to place any clinical trials on hold or to suspend any trials;
- a change in our status as an emerging growth company under the JOBS Act; and
- additional factors that are not known to us at this time.

Additional factors that could cause actual results, financial condition, liquidity, performance, prospects, opportunities, achievements or industry results to differ materially include, but are not limited to, those discussed under "Risk Factors" in our Annual Report on Form 20-F filed with the SEC on October 13, 2015 (the "20-F Annual Report"). Additional risks that we may currently deem immaterial or that are not presently known to us could also cause the forward-looking events discussed in this Transition Report not to occur. The words "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "expect" and similar words are intended to identify estimates and forward-looking statements. Estimates and forward-looking statements speak only at the date they were made, and we undertake no obligation to update or to review any estimate and/or forward-looking statement because of new information, future events or other factors. Estimates and forward-looking statements involve risks and uncertainties and are not guarantees of future performance. Our future results may differ materially from those expressed in these estimates and forward-looking statements. In light of the risks and uncertainties described above, the estimates and forward-looking statements discussed in this Transition Report might not occur, and our future results and our performance may differ materially from those expressed in these forward-looking statements due to, inclusive of, but not limited to, the factors mentioned above. Because of these uncertainties, you should not make any investment decision based on these estimates and forward-looking statements.

PART I

Item 5. Operating and Financial Review and Prospects.

The following discussion of our financial condition and results of operations should be read in conjunction with "Item 3. Key information — A. Selected Financial Data," of our 20-F Annual Report and our consolidated financial statements included elsewhere in this Transition Report, which have been prepared in accordance with International Financial Reporting Standards, or IFRS, as issued by the International Accounting Standards Board, or IASB, and audited in accordance with the standards of the Public Company Accounting Oversight Board (United States).

The statements in this discussion regarding industry outlook, our expectations regarding our future performance, liquidity and capital resources and other non-historical statements are forward-looking statements. These forward-looking statements are subject to numerous risks and uncertainties, including, but not limited to, the risks and uncertainties described in "Risk Factors" and "Forward-Looking Statements" in our 20-F Annual Report. Our actual results may differ materially from those contained in or implied by any forward-looking statements.

Solely for the convenience of the reader, unless otherwise indicated, all pounds sterling amounts as of and for the period ended December 31, 2015 have been translated into U.S. dollars at the rate as of December 31, 2015, the last business day of our transition period ended December 31, 2015, of £1.00 to $1.4746. These translations should not be considered representations that any such amounts have been, could have been or could be converted into U.S. dollars at that or any other exchange rate as of that or any other date.

Prior to a corporate reorganization completed on April 1, 2015, described fully in the notes to the financial statements within Item 18 of this Form 20-F, we historically conducted our business through Adaptimmune Limited and its subsidiary, and therefore our historical financial statements for the years ended June 30, 2014 and 2013 present the consolidated results of operations of Adaptimmune Limited. Following the corporate reorganization, our financial statements present the consolidated results of Adaptimmune Therapeutics plc.

A. Operating Results

Important Financial and Operating Terms and Concepts

Revenue

To date, we have not generated any revenue from the sales of our TCR therapeutic candidates. Our revenues have been solely derived from our collaboration and license agreement with GSK (the "GSK Collaboration and License Agreement"). The terms of this arrangement contain multiple milestones associated with: (i) co-development of our NY-ESO TCR therapeutic candidate, (ii) associated manufacturing optimization work and (iii) co-development of other TCR target programs. GSK is also obligated to pay us certain milestone fees, which are generally non-refundable and are payable upon satisfactory completion of specified research and development activities.

In February 2016, the terms of the GSK Collaboration and License Agreement were expanded by an amendment agreement that became effective on February 2, 2016 (the "Amendment Agreement"). The Amendment Agreement accelerates the development of our NY-ESO TCR therapeutic candidate towards pivotal trials in synovial sarcoma, as well as the exploration of development in myxoid round-cell liposarcoma. The Amendment Agreement also provides the opportunity for up to eight combination studies using our NY-ESO TCR therapeutic candidate. The Amendment Agreement increases the potential development milestones that the Company is eligible to receive.

We recognize revenue to the extent that we obtain the right to consideration in exchange for performance and measure it at the fair value of the consideration received excluding Value-Added Tax ("VAT"). If a payment is for multiple deliverables, then an allocation of the fair value of each deliverable is assessed based on available evidence, judgment is required to attribute the fair value to the various elements.

Where a deliverable has only been partially completed at the balance sheet date, revenue is calculated by reference to the value of services performed as a proportion of the total services to be performed for each deliverable or on a straight-line basis if the pattern of performance cannot be estimated. The amount of revenue recognized is limited to non-refundable amounts already received or reasonably certain to be received. We consider payments reasonably certain to be received at the point that satisfactory criteria are agreed with GSK. Where payments are received from customers in advance of services provided, the amounts are recorded as deferred income and included within current liabilities or non-current liabilities, depending on when the services are expected to be delivered.

Research and Development Expenses

Research and development expenses consist principally of:

- salaries for research and development staff and related expenses, including benefits;
- costs for production of preclinical compounds and drug substances by contract manufacturers;
- fees and other costs paid to contract research organizations in connection with additional preclinical testing and the performance of clinical trials;
- costs of related facilities, materials and equipment;
- costs associated with obtaining and maintaining patents and other intellectual property;
- amortization and depreciation of property, plant and equipment and intangible assets used to develop our TCR therapeutic candidates; and
- share-based compensation expenses.

We expense research and development costs as incurred. We recognize costs for certain development activities based on an evaluation of the progress to completion of specific tasks using information and data provided to us by our vendors and our clinical sites.

Our research and development expenses may vary substantially from period to period based on the timing of our research and development activities, which depends upon the timing of initiation of clinical trials and the rate of enrollment of patients in clinical trials. We expect research and development expenses to increase as we advance the development of our preclinical TCR therapeutic candidates. The successful development of our TCR therapeutic candidates is highly uncertain. At this time, we cannot

reasonably estimate the nature, timing and estimated costs of the efforts that will be necessary to complete the development of, or the period, if any, in which material net cash inflows may commence from, any of our TCR therapeutic candidates.

Table of Contents

We may never succeed in achieving regulatory approval for any of our TCR therapeutic candidates. The duration, costs, and timing of clinical trials and development of our TCR therapeutic candidates will depend on a variety of factors, including:

- the scope, rate of progress, and expense of our ongoing as well as any additional clinical trials and other research and development activities;
- uncertainties in clinical trial enrollment rates;
- future clinical trial results;
- significant and changing government regulation; and
- the timing and receipt of any regulatory approvals.

A change in the outcome of any of these variables may significantly change the costs and timing associated with the development of that TCR therapeutic candidate. For example, if the FDA, or another regulatory authority, requires us to conduct clinical trials beyond those that we currently anticipate will be required for regulatory approval, or if we experience significant delays in enrollment in any of our clinical trials, we could be required to expend significant additional financial resources and time on the completion of clinical development.

General and Administrative Expenses

Our general and administrative expenses consist principally of:

- salaries for employees other than research and development staff, including benefits;
- business development expenses, including travel expenses;
- professional fees for auditors and other consulting expenses not related to research and development activities;
- professional fees for lawyers not related to the protection and maintenance of our intellectual property;
- cost of facilities, communication, and office expenses;
- information technology expenses;
- amortization and depreciation of property, plant and equipment and intangible assets not related to research and development activities; and
- share-based compensation expenses.

We expect that our general and administrative expenses will continue to increase, primarily due to the costs of operating as a public company, such as additional legal, accounting, and corporate governance expenses, including expenses related to compliance with the Sarbanes-Oxley Act, directors' and officers' insurance premiums, and investor relations. In addition, we were initially formed without our own administrative infrastructure and therefore relied on Immunocore Limited, a company with whom we have a shared history, to provide certain administrative services to us under a facilities and services agreement. Over the past 18 months we have put in place our own administrative infrastructure and therefore no longer rely on Immunocore to provide administrative services to us.

We also have a number of other agreements with Immunocore Limited, or Immunocore. See "Related Party Transactions- Agreements with Immunocore Limited" within our 20-F Annual Report.

Other Income

Other income consists of grant income primarily generated through research and development grant programs offered by the U.K. and EU governments, income arising from the UK R&D Expenditure Credit Scheme (the "UK RDEC Scheme"), which entitles us to a taxable reimbursement for eligible R&D expenditure, and income from Immunocore under a transitional services agreement.

Grant income is recognized as we incur and pay for qualifying costs and services under the applicable grant.

Table of Contents

The UK RDEC Scheme allows us to receive a cash rebate of 11% of qualifying R&D expenditure, which is not eligible for reimbursement under the UK R&D tax credits scheme, such as subsidized R&D expenditure. Any receipts under the UK RDEC Scheme are subject to UK corporation tax, which result in a net cash payment to us of 8.8% of qualifying expenditures.

Finance Income and Expense

Finance income includes interest earned on our cash and cash equivalents and short-term deposits as well as net foreign exchange gains. Finance expense consists primarily of interest charged on any bank overdrafts and net foreign exchange losses.

Taxation

We are subject to corporate taxation in the United Kingdom. Our subsidiary Adaptimmune LLC is subject to corporate taxation in the United States. Our tax recognized represents the sum of the tax currently payable or recoverable. No deferred tax assets are recognized on our losses carried forward because there is currently no indication that we shall make sufficient profits to utilize these tax losses.

As a company that carries out extensive research and development activities, we benefit from the U.K. research and development tax credit regime for small and

medium sized companies, whereby our principal research subsidiary company, Adaptimmune Limited, is able to surrender the trading losses that arise from its research and development activities for a payable tax credit of up to 33.4% of eligible research and development expenditures. Qualifying expenditures largely comprise employment costs for research staff, consumables and certain internal overhead costs incurred as part of research projects for which we do not receive income. Subcontracted research expenditures are eligible for a cash rebate of up to 21.7%. A large proportion of costs in relation to our pipeline research, clinical trials management and manufacturing development activities, all of which are being carried out by Adaptimmune Limited, are eligible for inclusion within these tax credit cash rebate claims.

We may not be able to continue to claim research and development tax credits ("R&D tax credits") in the future as we increase our personnel and expand our business because we may no longer qualify as an SME (small or medium-sized enterprise). In order to qualify as an SME for R&D tax credits, we must continue to be a company with fewer than 500 employees and also have either an annual turnover not exceeding €100 million or a balance sheet not exceeding €86 million.

We cannot claim such R&D tax credits on research and development considered as subsidized expenditures. However, R&D expenditure which is not eligible for reimbursement under the UK R&D tax credits scheme may be reimbursed under the UK RDEC scheme. Receipts under the UK RDEC Scheme are presented within Other income as they are similar in nature to grant income.

Unsurrendered tax losses can be carried forward to be offset against future taxable profits. After accounting for tax credits receivable, there are accumulated tax losses for carry forward in the United Kingdom amounting to £28.8 million at December 31, 2015. These tax losses do not expire. No deferred tax asset is recognized in respect of accumulated tax losses on the basis that suitable future trading profits are not sufficiently certain.

We may also benefit in the future from the United Kingdom's "patent box" regime, which would allow certain profits attributable to revenues from patented products to be taxed at a rate that over time will be reduced to 10%. As we have many different patents covering our products, future upfront fees, milestone fees, product revenues, and royalties may be taxed at this favorably low tax rate.

VAT is charged on all qualifying goods and services by VAT-registered businesses. An amount of 20% of the value of the goods or services is added to all sales invoices and is payable to the U.K. tax authorities. Similarly, VAT paid on purchase invoice paid by Adaptimmune Limited and Adaptimmune Therapeutics plc is reclaimable from the U.K. tax authorities.

Intangible Assets

On November 25, 2015, we entered into a Research Collaboration and License Agreement relating to gene editing and HLA-engineering technology with Universal Cells, Inc. ("Universal Cells"). The Company intends to use the licensed technology to develop affinity enhanced donor T cells that are universally applicable. We paid an upfront license fee of £1.7 million ($2.5 million) to Universal Cells for in-process R&D and will make further payments of up to $44 million if certain development and product milestones are achieved. Universal Cells would also receive a profit-share payment for the first product, and royalties on sales of other products utilizing its technology.

The upfront payment has been capitalized as an in-process research and development, orIPR&D, asset in accordance with IAS 38, *Intangible assets.* IPR&D assets are not amortized until successfully developed, but evaluated for potential impairment on an annual basis or when facts and circumstances warrant.

Table of Contents

Critical Judgments in Applying our Accounting Policies

In the application of our accounting policies, we are required to make judgments, estimates, and assumptions about the value of assets and liabilities for which there is no definitive third party reference. The estimates and associated assumptions are based on historical experience and other factors that are considered to be relevant. Actual results may differ from these estimates.

Our estimates and assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised if the revision affects only that period or in the period of the revisions and future periods if the revision affects both current and future periods.

The following are our critical judgments, except those involving estimation uncertainty, that we have made in the process of applying our accounting policies and that have the most significant effect on the amounts recognized in our consolidated financial statements included elsewhere in this Transition Report.

Revenue Recognition

Our revenue to date has been solely derived from the GSK Collaboration and License Agreement. The terms of this arrangement contain multiple milestones associated with: (i) co-development of our NY-ESO TCR therapeutic candidate, (ii) associated manufacturing optimization work and (iii) co-development of other TCR target programs. GSK is also obligated to pay us certain milestone fees, which are generally non-refundable and are payable upon satisfactory completion of specified research and development activities.

We recognize revenue to the extent that we obtain the right to consideration in exchange for performance and measure it at the fair value of the consideration received excluding VAT. If a payment is for multiple deliverables, then an allocation of the fair value of each deliverable is assessed based on available evidence, judgment is required to attribute the fair value to the various elements.

Where a deliverable has only been partially completed at the balance sheet date, revenue is calculated by reference to the value of services performed as a proportion of the total services to be performed for each deliverable or on a straight-line basis if the pattern of performance cannot be estimated. The amount of revenue recognized is limited to non-refundable amounts already received or reasonably certain to be received. We consider payments reasonably certain to be received at the point that satisfactory criteria are agreed with GSK. Where payments are received from customers in advance of services provided, the amounts are recorded as deferred income and included within current liabilities or non-current liabilities, depending on when the services are expected to be delivered.

We regularly review and monitor the performance of the GSK Collaboration and License Agreement in terms of the proportion of total services to be performed for each deliverable and the period of time over which the revenue is deferred based on facts known at the time. If circumstances arise that may change the original estimates of progress toward completion of a deliverable, then estimates are revised. These revisions may result in increases or decreases in estimated revenues and are reflected in income in the period in which the circumstances that give rise to the revision become known to management. Performance of contract deliverables may vary significantly over time from initial estimates, and, therefore, the amount of revenue recognized is subject to variations. In previous periods there has been no material difference from our estimates to the amount of revenue that can be reliably recognized. In the six months ended December 31, 2015, we refined our approach for analyzing the components of our deliverables under the GSK Collaboration and License Agreement in respect of the timing of services being performed. This change did not have a significant impact on revenue recognition.

Research and Development Expenditures, Including Clinical Trial Expenses

Research and development expenditures include direct and indirect costs of these activities, including staff costs and materials, as well as external contracts. All such expenditures are expensed as incurred unless the capitalization criteria of IAS 38 have been satisfied, in which case the costs are capitalized as intangible assets. To date, we

do not believe any expenditure meets the capitalization criteria because of the uncertainty of successfully completing pivotal clinical trials and obtaining regulatory approval.

As part of the process of preparing our financial statements, we are required to estimate our accrued expenses. This process involves reviewing open contracts and purchase orders, communicating with our personnel to identify services that have been performed on our behalf, and estimating the level of service performed and the associated cost incurred for the service when we have not yet been invoiced or otherwise notified of the actual cost. The majority of our service providers invoice us monthly in arrears for services performed. We make estimates of our accrued expenses as of each balance sheet date in our financial statements based on facts and circumstances known to us at that time. We may confirm the accuracy of our estimates with the applicable service providers and make adjustments if necessary. Examples of estimated accrued research and development expenses include fees paid to: Clinical Research Organizations, or CROs, in connection with clinical trials; operators of investigative sites in connection with clinical trials; vendors in connection with preclinical development activities; and vendors related to product manufacturing, development and distribution of clinical supplies.

Table of Contents

We base our expenses related to clinical trials on our estimates of the services received and efforts expended pursuant to contracts with multiple CROs that conduct and manage clinical trials on our behalf. The financial terms of these agreements are subject to negotiation, vary from contract to contract, and may result in uneven payment flows. There may be instances in which payments made to our vendors will exceed the level of services provided and result in a prepayment of the clinical expense. Payments under some of these contracts depend on factors such as the successful enrollment of subjects and the completion of clinical trial milestones. In accruing service fees, we estimate the time period over which services will be performed and the level of effort to be expended in each period. If the actual timing of the performance of services or the level of effort varies from our estimate, we adjust the accrual or prepaid amount accordingly.

Although we do not expect our estimates to be materially different from amounts actually incurred, if our estimates of the status and timing of services performed differ from the actual status and timing of services performed, we may report amounts that are too high or too low in any particular period. To date, there has been no material difference between our estimates and the amount actually incurred.

Deferred Tax and Current Tax Credits

Tax on the profit or loss for the period comprises current and deferred tax. Tax is recognized in the income statement, except to the extent that it relates to items recognized directly in equity, in which case it is recognized in equity.

Current tax is the expected tax payable on the taxable income or loss for the period, using tax rates enacted or substantively enacted at the balance sheet date, and any adjustment to tax payable in respect of previous years.

Tax credits are accrued for the period based on calculations that conform to the U.K. research and development tax credit regime applicable to small and medium sized companies.

We may not be able to continue to claim R&D tax credits in the future as we increase our personnel and expand our business because we may no longer qualify as an SME (small or medium-sized enterprise). In order to qualify as an SME for R&D tax credits, we must continue to be a company with fewer than 500 employees and also have either annual revenues of less than €100 million or less than €86 million of assets on our balance sheet.

We cannot claim such R&D tax credits on research and development considered as subsidized expenditures. However, R&D expenditure which is not eligible for reimbursement under the UK R&D tax credits scheme may be reimbursed under the UK RDEC scheme. Receipts under the UK RDEC Scheme are presented within Other income as they are similar in nature to grant income.

Deferred tax is provided on temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. The amount of deferred tax provided is based on the expected manner of realization or settlement of the carrying amount of assets and liabilities, using tax rates enacted or substantively enacted at the balance sheet date.

A deferred tax asset is recognized only to the extent that it is probable that future taxable profits will be available against which the asset can be utilized. No deferred tax assets are recognized on our losses carried forward because there is currently no indication that we shall make sufficient profits to utilize these tax losses.

Key Sources of Estimation Uncertainty

The key assumptions concerning the future, and other key sources of estimation uncertainty at the balance sheet date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next year are discussed below.

Share-based Compensation

There have been no grants of share options in the period. We have awarded options to certain of our employees, directors and consultants to purchase shares in our parent company in previous periods. All of these arrangements are settled in equity at a predetermined price and generally vest over a period of three to four years. All share options have a life of 10 years before expiration. We measure share-based compensation at the grant date based on the fair value of the award and we recognize it as an expense over the required service period, which is generally equal to the vesting period. We determine the fair value of our share options using the Black-Scholes option-pricing model, with a corresponding increase in reserves.

Table of Contents

Our share-based compensation expense was as follows:

	Six Months Ended December 31,	Year Ended June 30,		
	2015	2015	2014	2013
		£ (in thousands)		
General and administrative	**1,295**	1,819	130	48
Research and development	**1,146**	864	75	64
Total share-based compensation expense	**£ 2,441**	£ 2,683	£ 205	£ 112

Valuation of Share Options

The Black-Scholes option pricing model requires the input of subjective assumptions, including assumptions about share price volatility, the expected life of share-based compensation awards, the risk free rate and the underlying share valuation.

Share price volatility

Based on our analysis of similar companies, we have concluded that a volatility of 60% was appropriate for the valuation of our share options and have applied this consistently for all grants through December 31, 2015.

Expected life

We use a five-year expected life in valuing our share options beginning with the option grant date. The expected life we use in the calculation of share-based compensation is the time from the grant date to the expected exercise date. The life of the options depends on the option expiration date, volatility of the underlying shares and vesting features.

Risk free rate

IFRS 2 requires the use of the risk-free interest rate of the country in whose currency the exercise price is expressed, with a remaining term equal to the expected life of the option. We have applied the appropriate risk-free rate, using the Bank of England's estimates of gilt yield curve as of the respective share option grant dates.

Valuation of underlying shares

The Black-Scholes model requires an assumption of the underlying share price at the date that options are granted, which may be different from the option exercise price. Prior to our initial public offering, or IPO, the valuation of our ordinary shares required a number of judgments and assumptions.

In valuing options granted prior to our IPO, we have considered the relevant guidance set forth in the American Institute of Certified Public Accountants' Practice Aid: "Valuation of Privately-Held Company Equity Securities Issued as Compensation". After considering the market approach, the income approach and the asset-based approach, we utilized the market approach to determine the estimated fair value of our ordinary shares based on our view that this approach was most appropriate for a clinical stage biopharmaceutical company at that point in our business. To assess the valuation using the market approach we considered the likelihood of completing an IPO, recent transactions we entered into with investors around that time and the reports of an independent third party valuation firm.

On March 31, 2014, we issued 31,028,500 ordinary shares at a price of £0.14 per ordinary share to existing and new investors. These purchasers were aware of the possibility of a partnership with a large pharmaceutical company as well as other potential funding sources. At the time, there were no plans for an IPO and the majority of our shareholders did not subscribe to this offering. We subsequently issued share options on March 31, April 14, April 15, April 17 and April 30, 2014 with an exercise price of £0.112 per share. The underlying share price for each of these option grants for the purposes of the Black Scholes valuation was £0.14 per ordinary share, the same price of the shares purchased by investors on March 31, 2014. As part of the valuation analysis, our Board of Directors determined that there were no significant internal or external value generating events between March 31 and April 30, 2014 that would have materially altered the underlying share price.

On June 2, 2014, we announced our collaboration and license agreement with GSK and on September 23, 2014, we issued 175,841,800 Series A preferred shares at a price of £0.3557 per preferred share to new investors. These shares were convertible to ordinary shares at a rate of one-for-one upon a qualified IPO if it occurred within twelve months of issuance of the Series A preferred shares. On December 19 and December 31, 2014, we issued share options based on an underlying share price of £0.3557 per share. Following the issuance of these options, we received and considered a valuation prepared by an independent third-party valuation firm using the Market Approach for enterprise valuation, which incorporated the Probability Weighted Expected Return Method, or PWERM, and determined that £0.39 per share was the appropriate price to be used in the Black-Scholes Option Pricing Model, or OPM.

In March 2015, we issued options with an exercise price of £0.50 per share based on a contemporaneous independent valuation analysis of our ordinary shares as of March 2, 2015 of £0.50 per share. At that point in time, we had not yet received guidance from the IPO underwriting team on a proposed preliminary price range for the IPO and the related valuation. On April 2, 2015, we held preliminary discussions of our IPO price with our underwriters and therefore we reassessed our original contemporaneous March 2, 2015 valuation of £0.50 for our ordinary shares considering this new information. For purposes of this reassessment, we revised our valuation of the share price by revisiting the PWERM methodology with the hindsight of the expected company valuation in the event of a successful IPO. With no significant internal or external value-generating events occurring between December 19, 2014 and April 2, 2015, we adopted a straight line approach to the increase in value over this period in determining an underlying share price of £0.86 per ordinary share for the March options.

Table of Contents

Since May 2015, there is a publicly observable ADS and related share price. Those options issued on May 11, 2015 were based on the IPO price of $17 per ADS, which is equivalent to £1.82 per ordinary share.

The following table summarizes by grant date the number of ordinary shares subject to options granted from March 2014 through May 2015, the per share exercise price of the award, the fair value of our ordinary shares on each grant date, and the per share estimated fair values of the awards:

Date of Issuance	Type of Award	Number of Shares	Exercise Price of Award per Share	Fair Value of each Ordinary Share at the Grant Date(1)	Per Share Estimated Fair Value of Awards(2)
March 2014	Option	5,627,700	£ 0.112	£ 0.14	£ 0.08
December 2014	Option	10,710,000	£ 0.3557	£ 0.39	£ 0.21
March 2015	Option	9,183,962	£ 0.50	£ 0.86	£ 0.55
May 2015	Option	1,885,615	£ 1.82	£ 1.82	£ 0.94

(1) The fair value of each ordinary share at the grant date represents the estimated value of each ordinary share after taking into account our most recently available valuations of our ordinary shares as well as additional information available to our Board. From May 11, 2015 the fair value reflects the publicly observable price.

(2) The per share estimated fair value of awards reflects the weighted average fair value of options as estimated at the date of the applicable grant using the Black-Scholes OPM.

Results of Operations

We previously announced results for our fiscal year ended June 30, 2015, and comparative periods. We are transitioning to report our results on a calendar year basis (ended December 31, 2015), and as such we are reporting herein audited results for the six-month period from July 1, 2015 to December 31, 2015, and the comparative period for 2014, which is unaudited. In the interests of informing our investors, we also briefly discuss full calendar year results for 2015 and 2014, which are unaudited.

Comparison of Six Months Ended December 31, 2015 and 2014

The following table summarizes the results of our operations for the six months ended December 31, 2015 and 2014, together with the changes to those items.

	Six Months Ended December 31,			Change	
	2015	2015	2014 (unaudited)	Increase/ decrease	
	$	£	£	£	%
	(in thousands, except for percentages)				
Revenue	**8,109**	**5,499**	**2,442**	**3,057**	125
Research and development expenses	(24,282)	(16,467)	(5,697)	10,770	189
General and administrative expenses	(10,765)	(7,300)	(2,087)	5,213	250
Other income	1,339	908	186	722	388
Operating loss	**(25,599)**	**(17,360)**	**(5,156)**	**12,204**	**237**
Finance income	12,926	8,766	1,528	7,238	474
Loss before tax	**(12,673)**	**(8,594)**	**(3,628)**	**4,966**	**137**
Taxation credit	1,821	1,235	507	728	144
Loss for the period	**(10,852)**	**(7,359)**	**(3,121)**	**4,238**	**136**

Table of Contents

Revenue

Revenue increased from £2.4 million for the six months ended December 31, 2014 to £5.5 million for the six months ended December 31, 2015 due to an increase in the services performed in the period and the achievement of development deliverables.

Revenue for the calendar year ended December 31, 2015 increased by £7.1 million to £9.9 million compared to £2.8 million for the calendar year ended December 31, 2014 due to a full year of recognition of revenue under the GSK Collaboration and License Agreement.

Although it is difficult to project the progress through the deliverables of the collaboration and timing of income relating to future development deliverables, we expect our revenue in the year ending December 31, 2016 to be higher than in the year ended December 31, 2015 due to recognition of revenue in connection with work performed under the GSK Collaboration and License Agreement (as amended effective February 2, 2016), in relation to existing deferred revenue and future milestones.

Research and Development Expenses

Research and development expenses increased by 189% to £16.5 million for the six months ended December 31, 2015 from £5.7 million for the six months ended December 31, 2014.

Our research and development expenses are highly dependent on the phases of our research projects and therefore fluctuate from period to period.

The increase in our research and development expenses of £10.8 million in the six months ended December 31, 2015 compared to the same period in 2014 was primarily due to:

- a £7.8 million increase in salaries, materials, equipment, depreciation of tangible fixed assets, expenses for share-based compensation and other employee-related costs. The driver for these is an increase in the average number of employees engaged in research and development from 46 to 137; and
- a £3.0 million increase in subcontracted expenditures, including clinical trial expenses, CRO costs, and manufacturing expenses driven by increased recruitment in our clinical trials.

As of December 31, 2015, we employed an average of 26 employees responsible for development of our TCR therapeutic candidate targeting NY-ESO. The remainder of our scientific employees are engaged in developing our future pipeline. We have not historically tracked the internal headcount of each research and development project.

Our subcontracted costs for the six months ended December 31, 2015 were £5.6 million, of which £3.5 million related to our TCR therapeutic candidate targeting NY-ESO and the remaining £2.1 million related to other projects, including our MAGE-A10 and AFP TCR therapeutic candidates.

Research and development expenses for the calendar year ended December 31, 2015 increased by £15.2 million to £25.5 million compared to £10.3 million for the calendar year ended December 31, 2014.

During the calendar year ending December 31, 2016, we plan to increase the number of clinical trials we are running, both in new therapies (including our MAGE-A10 and Alpha Fetoprotein, or AFP, TCR therapeutic candidates) and as part of the GSK Collaboration and License Agreement (as amended effective February 2, 2016) for our NY-ESO TCR therapeutic candidate. We expect to increase the number of staff employed in our research and development departments in order to invest in our future pipeline of TCR therapeutic candidates, develop our platform and manage clinical trials. This will significantly increase the related salaries and share-based compensation expenses, as well as require higher expenditures on facilities, materials and equipment.

General and Administrative Expenses

General and administrative expenses increased by 250% to £7.3 million for the six months ended December 31, 2015 from £2.1 million in the same period in 2014.

The increase of £5.2 million was due to:

- £1.2 million of increased personnel costs, primarily due to the addition of key management and other professionals to support our growth;
- £1.2 million of increased share-based payment expenses;
- £1.0 million of increased property costs; and

- £1.8 million of increased other corporate costs, including costs in relation to our Nasdaq listing, legal entity restructuring, consultants, additional audit costs and investor relations.

General and administrative expenses for the calendar year ended December 31, 2015 increased by £9.5 million to £12.4 million compared to £2.9 million for the calendar year ended December 31, 2014.

We expect that our general and administrative expenses will continue to increase, primarily due to the costs of operating as a public company, such as additional legal, accounting, and corporate governance expenses, including expenses related to compliance with the Sarbanes-Oxley Act, directors' and officers' insurance premiums, and investor relations.

Other Income

Other income increased by 388% to £0.9 million for the six months ended December 31, 2015 from £0.2 million for the six months ended December 31, 2014 due to an increase in grant income and £0.3 million of income under the UK RDEC Scheme. Grant income has increased due to an increase in qualifying costs and services on projects subject to U.K. grants.

We expect that our other income in the calendar year ending December 31, 2016 will continue to increase due to a further increase in qualifying costs and services on projects subject to U.K. and EU grants.

Finance Income

Finance income increased to £8.8 million for the six months ended December 31, 2015 from £1.5 million for the six months ended December 31, 2014. Finance income consisted of bank interest on cash balances and short-term deposits and unrealized foreign exchange gains. Finance income has increased significantly due to unrealized foreign exchange gains of £8.4 million on cash and cash equivalents and short-term deposits held in US dollars.

Taxation Credits

The R&D tax credit increased by 144% to £1.2 million for the six months ended December 31, 2015 from £0.5 million in the six months ended December 31, 2014. The increase was driven by the increase in our research and development expenditures that are eligible for R&D tax credits.

The R&D tax credit for the year ended December 31, 2015 was £2.3 million.

The amount of tax credits we will receive is entirely dependent on the amount of eligible expenses we incur. As we expect our eligible expenses to be higher in the year ending December 31, 2016, the level of tax credits recoverable is anticipated to be higher in the year ending December 31, 2016 compared to the year ended December 31, 2015.

Comparison of Years Ended June 30, 2015 and 2014

The following table summarizes the results of our operations for the years ended June 30, 2015 and 2014, together with the changes to those items.

	Year Ended June 30,		Change	
	2015	2014	Increase/ decrease	
	£	£	£	%
	(in thousands, except for percentages)			
Revenue	**6,818**	**355**	**6,463**	NM
Research and development expenses	(14,749)	(7,356)	(7,393)	101%
General and administrative expenses	(7,201)	(1,602)	(5,599)	350%
Other income	462	165	297	180%
Operating loss	**(14,670)**	**(8,438)**	**(6,232)**	**74%**
Finance income	322	2	320	NM
Finance expense	(720)	(4)	(716)	NM
Loss before tax	**(15,068)**	**(8,440)**	**(6,628)**	**79%**
Taxation credit	1,339	982	357	36%
Loss for the year	**(13,729)**	**(7,458)**	**(6,271)**	**84%**

NM = not meaningful

Revenue

Revenue increased from £0.4 million for the year ended June 30, 2014 to £6.8 million for the year ended June 30, 2015 due to a full year of recognition of revenue under the GSK Collaboration and License Agreement, which was entered into on May 30, 2014.

Research and Development Expenses

Research and development expenses increased by 101% to £14.7 million for the year ended June 30, 2015 from £7.4 million for the year ended June 30, 2014. Our research and development expenses are highly dependent on the phases of our research projects and therefore fluctuate from year to year.

The increase in our research and development expenses in the year ended June 30, 2015 from the same period in 2014 was primarily due to an increase in two key drivers of our expenses:

- The increase in the average number of employees engaged in research and development from an average of 27 to 63. These costs include salaries, facilities, materials, equipment, depreciation of tangible fixed assets, and expenses for share-based compensation; and

- An increase in subcontracted expenditures, including clinical trial expenses, CRO costs, and manufacturing expenses driven by increased recruitment in our clinical trials.

In the year ended June 30, 2015, we employed an average of 13 employees working in our clinical and development teams, primarily responsible for development of our TCR therapeutic candidates targeting NY-ESO and MAGE-A10. The remainder of our scientific employees are engaged in developing our future pipeline. We have not historically tracked the internal costs of each research and development project.

Our subcontracted costs for the year ended June 30, 2015 were £5.6 million, of which £3.2 million related to our TCR therapeutic candidate targeting NY-ESO and the remaining £2.4 million related to other projects, including our MAGE-A10 TCR therapeutic candidate.

General and Administrative Expenses

General and administrative expenses increased by 350% to £7.2 million for the year ended June 30, 2015 from £1.6 million in the same period in 2014. The increase of £5.6 million was due to:

- £1.8 million of increased personnel costs, primarily due to the addition of key management and other professionals to support our growth;
- £1.7 million of increased share-based payment expenses;
- £0.5 million of increased property costs; and
- £1.6 million of increased other corporate costs, including costs in relation to our Nasdaq listing, legal entity restructuring, consultants, additional audit costs and investor relations.

Other Income

Other income consists of grant income primarily generated through research and development grant programs offered by the U.K. and EU governments and income from Immunocore under a transitional services agreement. Grant income is recognized as we incur and pay for qualifying costs and services under the applicable grant.

Other income increased by 180% to £0.5 million for the year ended June 30, 2015 from £0.2 million for the year ended June 302014 due to an increase in grant income. Grant income has increased due to an increase in qualifying costs and services on projects subject to U.K. grants.

Finance Income

Finance income was £0.3 million for the year ended June 30, 2015 compared to no finance income for the year ended June 30,

Table of Contents

2014. Finance income consisted of bank interest on cash balances and short-term deposits and has increased due to an increase in cash balances.

Finance Expense

Finance expense increased to £0.7 million for the year ended June 30, 2015 compared to no finance expense for the year ended June 30, 2014. Finance expense consisted of foreign exchange losses on foreign currency transactions.

Taxation Credits

The R&D tax credit increased by 36% to £1.3 million for the year ended June 30, 2015 from £1.0 million in the year ended 30, June 2014. The increase was driven by the increase in our research and development expenditures; the increase in the proportion of those expenditures that is eligible for R&D tax credits.

Comparison of Years Ended June 30, 2014 and 2013

The following table summarizes the results of our operations for the years ended June 30, 2014 and 2013, together with the changes to those items.

	Year Ended June 30,		Change	
	2014	2013	Increase/(Decrease)	
	£	£	£	%
	(in thousands, except for percentages)			
Revenue	**355**	**—**	**355**	**N/A**
Research and development expenses	(7,356)	(5,361)	(1,995)	37%
General and administrative expenses	(1,602)	(797)	(805)	101%
Other income	165	7	158	2257%
Operating loss	**(8,438)**	**(6,151)**	**(2,287)**	**37%**
Finance income	2	9	(7)	(78)%
Finance expense	(4)	(4)	—	N/A
Loss before tax	**(8,440)**	**(6,146)**	**(2,294)**	**37%**
Taxation credit	982	578	404	70%
Loss for the year	**(7,458)**	**(5,568)**	**(1,890)**	**34%**

Revenue

Revenue was £0.4 million for the year ended June 30, 2014 compared to no revenue for the year ended June 30, 2013 due to recognition of revenue under the collaboration and licensing agreement with GSK, which was entered into on May 30, 2014.

Research and Development Expenses

Research and development expenses increased by 37% to £7.4 million for the year ended June 30, 2014 from £5.4 million in the same period in 2013. Our research and development expenses are highly dependent on the phases of our research projects and therefore fluctuate from year to year.

The increase in our research and development expenses in the year ended June 30, 2014 from the same period in 2013 was primarily due to an increase in two key drivers of our expenses:

- The increase in the number of employees engaged in research and development from an average of 17 to 27. These costs include salaries, facilities, materials, equipment, depreciation of tangible fixed assets, and expenses for share-based compensation; and

- An increase in subcontracted expenditures, including clinical trial expenses, CRO costs, and manufacturing expenses driven by increased recruitment in our clinical trials.

We have not historically tracked the internal costs of each research and development project since employees may be engaged in multiple projects at a time. In the year ended June 30, 2014, we employed an average of 11 employees working in our clinical and development teams, primarily responsible for development of our TCR therapeutic candidates targeting NY-ESO and MAGE-A-10.

Table of Contents

The remainder of our scientific employees are engaged in developing our future pipeline.

Our subcontracted costs for the year ended June 30, 2014 were £3.2 million, which were substantially all related to our TCR therapeutic candidate targeting NY-ESO.

General and Administrative Expenses

General and administrative expenses increased by 101% to £1.6 million for the year ended June 30, 2014 from £0.8 million in the same period in 2013. This was primarily due to the addition of key management and other professionals, and related costs to support our growth.

Finance Income and Finance Expense

Finance income and finance expense were both less than £0.1 million for the years ended June 30, 2014 and 2013. Finance income consisted of bank interest on cash balances and short-term deposits. Finance expense consisted of bank interest on overdraft arrangements.

Taxation Credit

The R&D tax credit increased by 70% to £1.0 million for the year ended June 30, 2014 from £0.6 million in the same period in 2013. The increase was driven by the increase in our research and development expenditures; the increase in the proportion of those expenditures that is eligible for R&D tax credits; and an increase in the rate of tax credits from 11.0% to 14.5% that became effective on April 1, 2014.

B. Liquidity and Capital Resources

Sources of Funds

Since our inception, we have incurred significant net losses and negative cash flows from operations. We financed our operations primarily through an initial public offering, placements of equity securities, cash receipts under our GSK Collaboration and License Agreement, government grants and R&D tax credits. From inception through to December 31, 2015, we have raised:

- £195.0 million, net of issue costs, through the issuance of shares;
- £36.5 million upfront fees and milestones under our GSK Collaboration and License Agreement;
- £1.4 million of income in the form of government grants from the United Kingdom; and
- £3.3 million in the form of R&D tax credits and receipts from the UK RDEC Scheme.

The Company uses a non-GAAP measure, total liquidity position, which is defined as cash and cash equivalents plus short-term deposits to evaluate the funds available to the Company in the near-term. A description of total liquidity position and reconciliation to the most directly comparable IFRS measure are provided below.

As of December 31, 2015, we had cash and cash equivalents of £131.0 million, in addition to short-term deposits of £36.8 million. Our total liquidity position as of December 31, 2015 was £167.9 million. We believe that our total liquidity position as of December 31, 2015 will be sufficient to fund our operations, including currently anticipated research and development activities and planned capital spending for at least the next twelve months.

Cash Flows

The following table summarizes the results of our cash flows for the six months ended December 31, 2015 and 2014 and the years ended June 30, 2015, 2014 and 2013.

	Six months ended December 31,			Year Ended June 30,		
	2015 $	2015 £	2014 £	2015 £	2014 £	2013 £
			(in thousands)			
Net cash (used in)/from operating activities	**(15,175)**	**(10,291)**	**(9,732)**	(20,818)	21,860	(5,108)
Net cash used in investing activities	**(16,372)**	**(11,103)**	**(17,158)**	(38,334)	(851)	(105)
Net cash from financing activities	—	—	—	174,713	9,944	2,436
Cash and cash equivalents	**193,229**	**131,038**	**65,169**	145,666	30,105	(848)

Table of Contents

Operating Activities

Six months ended December 31, 2015 compared to December 31, 2014

Net cash used in operating activities increased by £0.6 million to £10.3 million for the six months ended December 31, 2015 from £9.7 million for the six months ended December 31, 2014. Net cash used in operating activities is significantly impacted by the timing of milestone payments received from GSK under the GSK Collaboration and License Agreement. In the six months ended December 31, 2015, we received £7.0 million of milestone payments from GSK compared to £4.5 million in the six months ended December 31, 2014 and in the six months ended December 31, 2014, we made a VAT payment of £5.0 million relating to a GSK milestone payment received in June 2014. After taking into account the GSK milestone payments, the remaining increase in cash used in operations of £8.1 million was primarily the result of an increase in research and development costs due to the ongoing advancement of our preclinical programs and clinical trials and an increase in general and administrative expenses.

Year ended June 30, 2015 compared to June 30, 2014

Net cash used in operating activities increased by £42.7 million to £20.8 million for the year ended June 30, 2015 from net cash from operating activities of £21.9 million for the year ended June 30, 2014. In the year ended June 30, 2015, the Company received £4.5 million of milestone payments from GSK and paid £5.0 million of VAT associated with the milestone payments received in the prior period compared to receiving £25.0 million of milestone payments and £5.0 million of associated VAT in the year ended June 30, 2014. After taking into account the GSK milestone payments, the remaining increase in cash used in operations of £12.2 million was primarily driven by an increase in research and development costs due to the ongoing advancement of our preclinical programs and clinical trials and an increase in general and administrative expenses.

Year ended June 30, 2014 compared to June 30, 2013

Net cash from operating activities increased by £27.0 million to £21.9 million for the year ended June 30, 2014 from net cash used in operating activities of £5.1 million for the year ended June 30, 2013. Net cash from/used in operating activities in the year ended June 30, 2014 was significantly impacted by the receipt of an upfront milestone payment of £25.0 million from GSK and £5.0 million of associated VAT upon entering into the GSK Collaboration and License Agreement in June 2014. After taking into account the GSK milestone payments, the remaining increase in cash used in operations of £3.0 million was primarily driven by an increase in research and development costs due to the ongoing advancement of our preclinical programs and clinical trials and an increase in general and administrative expenses.

Components of cash flows from operating activities

Net cash used in operating activities of £10.3 million for the six months ended December 31, 2015 comprised a loss before taxation of £8.6 million, noncash items of £5.5 million, net cash inflow of £2.8 million from changes in operating assets and liabilities, bank interest received of £0.2 million and tax credits of £0.8 million. The noncash items consisted primarily of unrealized foreign exchange gains of £8.4 million and bank interest income of £0.3 million, partially offset by depreciation expense on plant and equipment of £0.8 million and equity-settled share-based compensation expense of £2.4 million.

Net cash used in operating activities of £20.8 million for the year ended June 30, 2015 comprises loss before taxation of £15.1 million, noncash items of £3.2 million, a net cash outflow of £8.7 million from changes in operating assets and liabilities and tax paid of £0.2 million. The noncash items consisted primarily of depreciation expense on plant and equipment of £0.4 million and equity-settled share-based compensation expense of £2.6 million.

Net cash from operating activities of £21.9 million for the year ended June 30, 2014 comprised a loss before taxation of £8.4 million, noncash items of £0.5 million, a net cash inflow of £29.2 million from changes in operating assets and liabilities and tax credits received of £0.6 million. The noncash items consisted primarily of depreciation expense on plant and equipment of £0.1 million, equity-settled share-based compensation expense of £0.2 million, and foreign exchange translation differences of £0.1 million.

Net cash used in operating activities of £5.1 million for the year ended June, 30, 2013 comprised a loss before taxation of £6.1 million, noncash items of £0.1 million, a net cash inflow of £0.6 million from changes in operating assets and liabilities and tax credits received of £0.3 million. The noncash items consisted primarily of equity-settled share-based compensation expense.

Table of Contents

Investing Activities

Net cash used in investing activities was £11.1 million, £17.2 million, £38.3 million, £0.9 million and £0.1 million for the six months ended December 31, 2015 and 2014 and the years ended June 30, 2015, 2014 and 2013, respectively. These amounts included purchases of property and equipment of £6.3 million, £1.2 million, £3.1 million, £0.9 million and £0.1 million for the six months ended December 31, 2015 and 2014 and the years ended June 30, 2015, 2014 and 2013 and acquisition of intangibles of £1.8 million and £0.2 million for the six months ended December 31, 2015 and the year ended June 30, 2015. The purchases of property, plant and equipment for the six months ended December 31, 2015 related predominantly to the expansion of our laboratory facilities in the United Kingdom and purchases of intangible assets of £1.8 million, predominantly related to an upfront payment of £1.7 million for in-process R&D licensed from Universal Cells. The net cash used in investing activities in the six months ended December 31, 2015 also included £3.0 million of restricted cash associated with letters of credit for lease agreements. The net cash used in investing activities in the six months ended December 31, 2014 and the year ended June 30, 2015 also included the investment of £15.9 million and £35.2 million in short-term cash deposits with maturities greater than three months but less than 12 months.

Financing Activities

Net cash from financing activities was £nil million, £nil million, £174.7 million, £9.9 million and £2.4 million for the six months ended December 31, 2015 and 2014 and the years ended June 30, 2015, 2014 and 2013, respectively.

Net cash from financing activities for the year ended June 30, 2015 consisted of proceeds of £60.6 million, after the deduction of fees of £3.0 million, from issuing 1,758,418 Series A Preferred Shares and proceeds of £114.2 million, after the deduction of fees of £9.9 million, from issuing 67,500,000 ordinary shares. The Preferred Shares were automatically converted to ordinary shares on a 1:1 basis immediately prior to the admission to trading of our ADSs on NASDAQ.

Net cash from financing activities for the year ended June 30, 2014 consisted of proceeds of £9.9 million from issuing 715,866 ordinary shares.

Net cash from financing activities for the year ended June 30, 2013 consisted of proceeds of £2.4 million from issuing 167,914 ordinary shares.

Total Liquidity Position (a non-GAAP financial measure)

Total liquidity position (a non-GAAP financial measure) is defined as cash and cash equivalents plus short-term deposits. Each of these components appears in the consolidated statements of financial position. The IFRS financial measure most directly comparable to total liquidity position is the total of cash and cash equivalents and short-term deposits as reported in the notes to the consolidated financial statements.

We believe that the presentation of total liquidity position provides useful information to investors because management reviews total liquidity position as part of its management of overall liquidity, financial flexibility, capital structure and leverage.

C. Research and Development, Patents and Licenses, etc.

Full details of our research and development activities and expenditures are given in “Item 4. Information on the Company - B. Business” in our 20-F Annual Report and “Item 5.A. Operating and Financial Review and Prospects — A. Operating Results” within this Transition Report.

D. Trend Information

See “Item 5.A. Operating and Financial Review and Prospects — A. Operating Results” and “Item 5.B. Operating and Financial Review and Prospects — B. Liquidity

and Capital Resources" within this Transition Report.

E. Off-Balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements, as defined in the rules and regulations of the SEC other than operating leases as described under "Tabular Disclosure of Contractual Obligations" below.

Table of Contents

F. Tabular Disclosure of Contractual Obligations

The following table summarizes our contractual commitments and obligations as of December 31, 2015.

	Payments Due by Period				
	Total	Less than 1 year	1 - 3 years	3 - 5 years	More than 5 years
			(£ in thousands)		
Operating lease obligations(1)	31,921	1,078	4,981	6,613	19,249
Purchase obligations(2)	13,930	10,345	3,585	—	—
Total contractual cash obligations	**45,851**	**11,423**	**8,566**	**6,613**	**19,249**

(1) As of December 31, 2015, operating lease obligations consisted of minimum lease payments under non-cancellable leases for laboratory and office property in Oxfordshire, U.K. and Philadelphia, U.S.

(2) Purchase obligations include signed orders for capital equipment, which have been committed but not yet received and costs relating to the expansion of our laboratory and office space in Oxfordshire, U.K. and Philadelphia, U.S.

On November 25, 2015, the Company entered into a Research Collaboration and License Agreement relating to gene editing and HLA-engineering technology with Universal Cells. The Company paid an upfront license fee of £1.7 million ($2.5 million) to Universal Cells and will make further payments of up to $44 million if certain development and product milestones are achieved. Universal Cells would also receive a profit-share payment for the first product, and royalties on sales of other products utilizing its technology. These payments are not reflected in the table above because the timing of the payments is uncertain.

G. Safe Harbor

See the section titled "Information Regarding Forward-Looking Statements" at the beginning of this Transition Report.

Item 8. Financial Information

A.7. Legal Proceedings.

As of December 31, 2015, we were not a party to any material legal proceedings.

Table of Contents

PART II

Item 13. Defaults, Dividend Arrearages and Delinquencies

None

Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds

Not Applicable.

Table of Contents

PART III

Item 17. Financial Statements.

We have elected to provide financial statements pursuant to Item 18.

Item 18. Financial Statements.

On October 13, 2015, the Board of Directors announced a change of fiscal year end from June 30 to December 31, 2015 to align fiscal reporting more closely with comparable companies in the industry which use calendar years and to provide more efficient reporting for U.S. investors. As a result, the Company is required to file this Transition Report on Form 20-F for the transition period of July 1, 2015 to December 31, 2015. After filing the Transition Report, the Company's next fiscal year end will be December 31, 2016.

The financial statements are filed as part of this Transition Report beginning on page F-1.

Item 19. Exhibits

Exhibit Number	Description of Exhibit
1.1*	Memorandum and Articles of Association of Adaptimmune Therapeutics plc (incorporated by reference to Exhibit 3.1 to our Registration Statement on Form F-1 (file no: 333-203267)).
2.1*	Form of certificate evidencing ordinary shares (incorporated by reference to Exhibit 4.1 to our Registration Statement on Form F-1 (file no: 333-203267)).
2.2*	Form of Deposit Agreement among Adaptimmune Therapeutics plc, Citibank, N.A., as the depositary bank and Holders and Beneficial owners of ADSs issued thereunder (incorporated by reference to Exhibit 4.2 to our Registration Statement on Form F-1 (file no: 333-203267)).
2.3*	Form of American Depositary Receipt (included in Exhibit 2.2) (incorporated by reference to Exhibit 4.3 to our Registration Statement on Form F-1 (file no: 333-203267)).
2.4*	Share for Share Exchange Agreement, dated February 23, 2015 (incorporated by reference to Exhibit 4.4 to our Registration Statement on Form F-1 (file no: 333-203267)).
2.5*	Investors Rights Agreement, dated February 23, 2015 between Adaptimmune Therapeutics Limited and certain of its shareholders and Adaptimmune Limited (incorporated by reference to Exhibit 4.5 to our Registration Statement on Form F-1 (file no: 333-203267)).
2.6*	Shareholder's Agreement relating to Adaptimmune Therapeutics Limited, dated February 23, 2015 between Adaptimmune Therapeutics Limited, Adaptimmune Limited and the shareholders named therein (incorporated by reference to Exhibit 10.5 to our Registration Statement on Form F-1 (file no: 333-203267)).
2.7*	Adaptimmune Limited Series A Preferred Share Purchase Agreement, dated September 23, 2014 (incorporated by reference to Exhibit 10.6 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.1†*	Assignment and Exclusive License, dated May 20, 2013 between Immunocore Limited and Adaptimmune Limited (incorporated by reference to Exhibit 10.1 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.2†*	Collaboration and License Agreement, dated May 30, 2014 between Adaptimmune Limited and GlaxoSmithKline Intellectual Property Development Ltd (incorporated by reference to Exhibit 10.2 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.3†**	Amendment Agreement No. 1, dated May 8, 2015 between Adaptimmune Limited and GlaxoSmithKline Intellectual Property Development Ltd.

Table of Contents

4.4†**	Amendment Agreement No. 2, dated February 2, 2016 between Adaptimmune Limited and GlaxoSmithKline Intellectual Property Development Ltd.
4.5†*	License Agreement, dated December 20, 2012 between Adaptimmune Limited and Life Technologies Corporation (incorporated by reference to Exhibit 10.3 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.6†*	Sub-License Agreement, dated December 20, 2012 between Adaptimmune Limited and Life Technologies Corporation (incorporated by reference to Exhibit 10.4 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.7*	Underlease, dated March 2, 2015 between Immunocore Limited and Adaptimmune Limited relating to Ground Floor East Wing, 91 Park Drive, Milton Park (incorporated by reference to Exhibit 10.7 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.8*	Underlease, dated March 2, 2015 between Immunocore Limited and Adaptimmune Limited relating to Ground Floor West Wing, 91 Park Drive, Milton Park (incorporated by reference to Exhibit 10.8 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.9*	Agreement, dated March 2, 2015, between Adaptimmune Limited and Immunocore Limited relating to 91 Park Drive, Milton Park and Plot A Park Drive Central Milton Park and Units 57A1, 57A2, 59B and 59CDE Jubilee Avenue Milton Park (incorporated by reference to Exhibit 10.9 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.10*	Underlease, dated September 7, 2015 between Immunocore Limited and Adaptimmune Limited relating to First Floor East Wing, 91 Park Drive, Milton Park (incorporated by reference to Exhibit 4.8 to our Annual Report on Form 20-F (file no: 001-37368)).
4.11*	Underlease, dated September 7, 2015 between Immunocore Limited and Adaptimmune Limited relating to First Floor West Wing, 91 Park Drive, Milton Park (incorporated by reference to Exhibit 4.9 to our Annual Report on Form 20-F (file no: 001-37368)).
4.12*	Underlease, dated September 7, 2015 between Immunocore Limited and Adaptimmune Limited relating to Ground Floor Central Area, 91 Park Drive, Milton Park (incorporated by reference to Exhibit 4.10 to our Annual Report on Form 20-F (file no: 001-37368)).
4.13*	Underlease, dated September 7, 2015 between Immunocore Limited and Adaptimmune Limited relating to Ground Floor North, 91 Park Drive, Milton Park (incorporated by reference to Exhibit 4.11 to our Annual Report on Form 20-F (file no: 001-37368)).
4.14*	Agreement for Lease, dated September 16, 2015, between MEPC Milton Park No 1 Limited, MEPC Milton Park No 2 Limited, Adaptimmune Limited and Adaptimmune Therapeutics plc relating to Plot A Park Drive Central Milton Park (incorporated by reference to Exhibit 4.12 to our Annual Report on Form 20-F (file no: 001-37368)).
4.15*	Lease Agreement, dated June 8, 2015, between Philadelphia Plaza Phase II, LP and Adaptimmune LLC relating to Two Commerce Square, 2001 Market Street Philadelphia, Pennsylvania (incorporated by reference to Exhibit 4.13 to our Annual Report on Form 20-F (file no: 001-37368)).
4.16*	Lease Agreement, dated July 28, 2015, between L/S 351 Rouse Boulevard, LP, and Adaptimmune LLC relating to 351 Rouse Boulevard, Philadelphia, Pennsylvania (incorporated by reference to Exhibit 4.14 to our Annual Report on Form 20-F (file no: 001-37368)).
4.17*	Lease Agreement, dated June 24, 2015 between MEPC Milton Park No. 1 Limited, MEPC Milton Park No. 2 Limited and Adaptimmune Limited relating to Second Floor, 101 Park Drive, Milton Park (incorporated by reference to Exhibit 4.15 to our Annual Report on Form 20-F (file no: 001-37368)).

4.18*	Facilities and Services Agreement, dated July 31, 2014 between Immunocore Limited and Adaptimmune Limited (incorporated by reference to Exhibit 10.10 to our Registration Statement on Form F-1 (file no: 333-203267)).

Table of Contents

4.19†*	Deed for Transitional Services, dated January 28, 2015 between Immunocore Limited and Adaptimmune Limited (incorporated by reference to Exhibit 10.11 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.20†*	Assignment and Exclusive License, dated January 28, 2015 between Immunocore Limited and Adaptimmune Limited (incorporated by reference to Exhibit 10.12 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.21†*	Target Collaboration Deed, dated January 28, 2015 between Immunocore Limited and Adaptimmune Limited (incorporated by reference to Exhibit 10.13 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.22*	Service Agreement, dated March 25, 2014 between Adaptimmune Limited and James Noble (incorporated by reference to Exhibit 10.19 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.23*	Service Agreement, dated March 24, 2014 between Adaptimmune Limited and Helen Tayton-Martin (incorporated by reference to Exhibit 10.20 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.24*	Employment Agreement, dated March 1, 2011 between Adaptimmune LLC and Gwendolyn Binder-Scholl (incorporated by reference to Exhibit 10.21 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.25*	Employment Agreement, dated February 18, 2015 between Adaptimmune LLC and Rafael Amado (incorporated by reference to Exhibit 10.22 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.26*	Employment Agreement, dated February 20, 2015 between Adaptimmune LLC and Adrian Rawcliffe (incorporated by reference to Exhibit 10.23 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.27*	Service Agreement, dated April 24, 2015 between Adaptimmune Therapeutics plc and James Noble (incorporated by reference to Exhibit 10.26 to our Registration Statement on Form F-1 (file no: 333-203267)).
4.28**	Adaptimmune Limited Share Option Scheme (Incorporating Management Incentive Options), as amended January 13, 2016.
4.29**	Adaptimmune Limited 2014 Share Option Scheme (Incorporating Enterprise Management Incentive Options), as amended January 13, 2016.
4.30**	Adaptimmune Limited Company Share Option Plan, dated December 16, 2014, as amended January 13, 2016.
4.31**	Adaptimmune Therapeutics plc 2015 Share Option Scheme, dated March 16, 2015, as amended April 15, 2015, as further amended January 13, 2016.
4.32**	Adaptimmune Therapeutics plc Company Share Option Plan, dated March 16, 2015, as amended April 15, 2015, as further amended January 13, 2016.
4.33**	Adaptimmune Therapeutics plc 2016 Employee Share Option Scheme, dated January 14, 2016.
4.34†**	Research Collaboration and Licence Agreement, dated November 25, 2015, between Adaptimmune Limited and Universal Cells, Inc.
4.35†**	Non-Exclusive Sub-License Agreement, dated November 25, 2015, between Adaptimmune Limited and Universal Cells Inc.
4.36†**	HLA/AAV Sub-Licence Agreement, dated November 25, 2015 between Adaptimmune Limited and Universal Cells Inc.
8.1*	List of Subsidiaries (incorporated by reference to Exhibit 21.1 to our Registration Statement on Form F-1 (file no: 333-203267)).
12.1**	Certificate of Chief Executive Officer pursuant to 17 CFR 240.13a-14(a).

Table of Contents

12.2**	Certificate of Chief Financial Officer pursuant to 17 CFR 240.13a-14(a).
13.1**	Certificate of Chief Executive Officer pursuant to 17 CFR 240.13a-14(b) and 18 U.S.C.1350.
13.2**	Certificate of Chief Financial Officer pursuant to 17 CFR 240.13a-14(b) and 18 U.S.C.1350.
15.1**	Consent of KPMG LLP.

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

Table of Contents

Signature

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this Transition Report on its behalf.

ADAPTIMMUNE THERAPEUTICS PLC

By: /s/ James Noble
Name: James Noble
Title: *Chief Executive Officer*

Date: March 17, 2016

Table of Contents

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Table of Contents

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of Adaptimmune Therapeutics plc

We have audited the accompanying consolidated balance sheets of Adaptimmune Therapeutics plc and subsidiaries (the "Group") as of December 31, 2015, June 30, 2015 and June 30, 2014, and the related consolidated income statements and consolidated statements of comprehensive loss and changes in equity, and consolidated cash flow statements for the six months ended December 31, 2015 and each of the years in the three-year period ended June 30, 2015. These consolidated financial statements are the responsibility of the Group's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Adaptimmune Therapeutics plc and subsidiaries as of December 31, 2015, June 30, 2015 and June 30, 2014, and the results of their operations and their cash flows for the six months ended December 31, 2015 and each of the years in the three-year period ended June 30, 2015, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

/s/ KPMG LLP
Reading, United Kingdom
17 March 2016

Table of Contents

CONSOLIDATED INCOME STATEMENTS

	Note	For the six months ended December 31, 2015	For the year ended June 30, 2015	2014	2013
		(£'000)	(£'000)	(£'000)	(£'000)
Revenue	*3*	**5,499**	6,818	355	—
Research and development expenses	*4*	**(16,467)**	(14,749)	(7,356)	(5,361)
General and administrative expenses	*4*	**(7,300)**	(7,201)	(1,602)	(797)
Other income	*7*	**908**	462	165	7
Operating loss		**(17,360)**	(14,670)	(8,438)	(6,151)
Finance income	*8*	**8,766**	322	2	9
Finance expense	*9*	**—**	(720)	(4)	(4)
Loss before tax		**(8,594)**	(15,068)	(8,440)	(6,146)
Taxation credit	*10*	**1,235**	1,339	982	578
Loss for the period		**(7,359)**	(13,729)	(7,458)	(5,568)

All of the above figures relate to continuing operations.

	For the six months ended December 31,	For the year ended June 30,		
	2015	2015	2014	2013

	2015	2015	2014	2013
	£	£	£	
Basic and diluted loss per share	**(0.02)**	(0.04)	(0.05)	(0.05)
	Number	Number	Number	Number
Weighted average number of shares used to calculate basic and diluted loss per share	**424,711,900**	325,012,111	148,484,504	105,376,900

CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS

	For the six months ended December 31,	For the year ended June 30,		
	2015	2015	2014	2013
	(£'000)	(£'000)	(£'000)	(£'000)
Loss for the period	**(7,359)**	(13,729)	(7,458)	(5,568)
Other comprehensive income				
Items that are or may be reclassified subsequently to profit or loss:				
Foreign exchange translation differences	**(5)**	11	141	(26)
Income tax on foreign exchange translation differences	—	—	—	—
Other comprehensive (loss)/income for the period, net of income tax	**(5)**	11	141	(26)
Total comprehensive loss for the period	**(7,364)**	(13,718)	(7,317)	(5,594)

See accompanying notes to consolidated financial statements.

Table of Contents

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

	Share capital	Share premium	Other reserves	Exchange reserve	Retained earnings	Total equity
	(£'000)	(£'000)	(£'000)	(£'000)	(£'000)	(£'000)
Balance at July 1, 2012	**110**	**—**	**5,966**	**(5)**	**(6,151)**	**(80)**
Total comprehensive income for the year:						
Loss for the year	—	—	—	—	(5,568)	(5,568)
Other comprehensive loss for the year	—	—	—	(26)	—	(26)
Transactions with owners, recorded directly in equity:						
Proceeds from the issue of share capital	—	—	4,144	—	—	4,144
Equity-settled share based payment transactions	—	—	—	—	112	112
Balance at June 30, 2013	**110**	**—**	**10,110**	**(31)**	**(11,607)**	**(1,418)**
Balance at July 1, 2013	110	—	10,110	(31)	(11,607)	(1,418)
Total comprehensive income for the year:						
Loss for the year	—	—	—	—	(7,458)	(7,458)
Other comprehensive income for the year	—	—	—	141	—	141
Transactions with owners, recorded directly in equity:						
Proceeds from the issue of share capital	72		9,718	—	—	9,790
Equity-settled share based payment transactions	—		238	—	122	360
Balance at June 30, 2014	**182**	**—**	**20,066**	**110**	**(18,943)**	**1,415**
Balance at July 1, 2014	182	—	20,066	110	(18,943)	1,415
Total comprehensive income for the year:						
Loss for the year	—	—	—	—	(13,729)	(13,729)
Other comprehensive income for the year	—	—	—	11	—	11
Transactions with owners, recorded directly in equity:						
Proceeds from the issue of preference shares*, net of issue costs of £3,031,000	175	—	60,379	—	—	60,554
Proceeds from the issue of share capital, net of issue costs of £9,899,000	68	114,091	—	—	—	114,159
Equity-settled share based payment transactions	—	—	—	—	2,683	2,683
Balance at June 30, 2015	**425**	**114,091**	**80,445**	**121**	**(29,989)**	**165,093**
Balance at July 1, 2015	425	114,091	80,445	121	(29,989)	165,093
Total comprehensive income for the period:						
Loss for the period	—	—	—	—	(7,359)	(7,359)
Other comprehensive loss for the period	—	—	—	(5)	—	(5)
Transactions with owners, recorded directly in equity:						
Equity-settled share based payment transactions	—	—	—	—	2,441	2,441
Balance at December 31, 2015	**425**	**114,091**	**80,445**	**116**	**(34,907)**	**160,170**

*subsequently converted into ordinary shares on IPO.

See accompanying notes to consolidated financial statements.

Table of Contents

CONSOLIDATED BALANCE SHEETS

	Note	As of December 31, 2015 (£'000)	As of June 30, 2015 (£'000)	2014 (£'000)
Assets				
Non-current assets				
Property, plant & equipment	*11*	**8,921**	3,429	840
Intangibles	*12*	**1,868**	113	—
Other non-current assets	*13*	**3,195**	—	—
Restricted cash	*14*	**3,040**	—	—
Total non-current assets		**17,024**	3,542	840
Current assets				
Other current assets	*13*	**201**	65	—
Trade and other receivables	*15*	**8,933**	4,249	625
Tax receivable		**2,914**	2,524	1,027
Short-term deposits	*16*	**36,843**	35,164	—
Cash and cash equivalents	*17*	**131,038**	145,666	30,105
Total current assets		**179,929**	187,668	31,757
Total assets		**196,953**	191,210	32,597
Equity and liabilities				
Equity				
Share capital	*19*	**425**	425	182
Share premium		**114,091**	114,091	—
Other reserves		**80,445**	80,445	20,066
Foreign exchange reserve		**116**	121	110
Retained earnings		**(34,907)**	(29,989)	(18,943)
Total equity		**160,170**	165,093	1,415
Non-current liabilities				
Trade and other payables	*18*	**17,973**	9,100	—
Total non-current liabilities		**17,973**	9,100	—
Current liabilities				
Trade and other payables	*18*	**18,810**	16,992	31,138
Tax payable		**—**	25	44
Total current liabilities		**18,810**	17,017	31,182
Total equity and liabilities		**196,953**	191,210	32,597

See accompanying notes to consolidated financial statements.

Table of Contents

CONSOLIDATED CASH FLOW STATEMENTS

	Note	For the six months ended December 31, 2015 (£'000)	For the year ended June 30, 2015 (£'000)	2014 (£'000)	2013 (£'000)
Cash flows from operating activities					
Loss for the period before tax		**(8,594)**	(15,068)	(8,440)	(6,146)
Adjustments for:					
Depreciation	*11*	**771**	447	148	30
Amortization	*12*	**45**	19	—	—
Loss on disposal of property, plant and equipment		**—**	2	—	—
Equity-settled share based payment expense	*22*	**2,441**	2,683	204	112
Unrealized foreign exchange gains	*8*	**(8,445)**	—	—	—
Bank interest income	*8*	**(321)**	—	—	—
Increase in other current and other non-current assets		**(3,331)**	(65)	—	—
Increase in trade and other receivables		**(4,573)**	(3,624)	(311)	(104)
Increase/(decrease) in trade and other payables		**10,691**	(5,046)	29,539	699
Foreign exchange translation differences on consolidation		**(5)**	11	141	(26)
Cash (used in)/from operations		**(11,321)**	(20,641)	21,281	(5,434)
Net tax received/(paid)		**817**	(177)	578	327
Interest received		**213**	—	—	—
Net cash (used in)/from operating activities		**(10,291)**	(20,818)	21,860	(5,108)
Cash flows from investing activities					
Acquisition of property, plant & equipment	*11*	**(6,263)**	(3,117)	(851)	(105)
Acquisition of intangibles	*12*	**(1,800)**	(132)	—	—
Proceeds from disposal of property, plant & equipment		**—**	79	—	—
Investments in short-term deposits		**—**	(35,164)	—	—
Investment in restricted cash	*14*	**(3,040)**	—	—	—
Net cash used in investing activities		**(11,103)**	(38,334)	(851)	(105)
Cash flows from financing activities					
Proceeds from the issue of share capital		**—**	174,713	9,944	2,439
Net cash from financing activities		**—**	174,713	9,944	2,439
Net (decrease)/increase in cash and cash equivalents		**(21,394)**	115,561	30,953	(2,773)
Unrealized foreign exchange gain in cash and cash equivalents		**6,766**	—	—	—
Cash and cash equivalents at start of period		**145,666**	30,105	(848)	1,925

Cash and cash equivalents at end of period	*17*	**131,038**	145,666	30,105	(848)

See accompanying notes to consolidated financial statements.

Table of Contents

Notes to the Consolidated Financial Statements

1 Organization

Adaptimmune Therapeutics plc (the "Company") is registered in England and Wales. Its registered office is 101 Park Drive, Milton Park, Abingdon, Oxfordshire OX14 4RY UK.

The Company and its subsidiaries Adaptimmune Limited and Adaptimmune LLC (the "Group") are a clinical-stage biopharmaceutical group focused on novel cancer immunotherapy products based on its T-cell receptor platform. It has developed a comprehensive proprietary platform that enables it to identify cancer targets, find and genetically engineer T-cells receptors, or TCRs, and produce TCR therapeutic candidates for administration to patients. The Group engineers TCRs to increase their affinity to cancer specific peptides in order to destroy cancer cells in patients.

The Group is subject to a number of risks similar to other biopharmaceutical companies in the early stage, including, but not limited to, the need to obtain adequate additional funding, possible failure of preclinical programs or clinical trials, the need to obtain marketing approval for its TCR therapeutic candidates, competitors developing new technological innovations, the need to successfully commercialize and gain market acceptance of the Group's TCR therapeutic candidates, and protection of proprietary technology. If the Group does not successfully commercialize any of its TCR therapeutic candidates, it will be unable to generate product revenue or achieve profitability. As of December 31, 2015, the Group had an accumulated deficit of approximately £35 million.

2 Accounting policies

Statement of compliance

The consolidated financial statements have been prepared and approved by the directors in accordance with International Financial Reporting Standards ("IFRS") adopted by the International Accounting Standards Board ("IASB").

Basis of preparation

The consolidated financial statements have been prepared on the historical cost basis except as required by IFRS. The accounting policies set out below have, unless otherwise stated, been applied consistently to all periods presented in these financial statements. The Group has changed the reporting date from June 30 to December 31 and therefore the consolidated financial statements included herein are for a short period of six months to December 31, 2015. As such the comparable amounts presented in these consolidated financial statements for the year ended June 30, 2015, 2014 and 2013 are not entirely comparable.

Going concern

The financial position of the Group, its cash flows, liquidity position and borrowing facilities are described in the primary statements and notes of these set of financial statements. In addition, notes 19 and 20 to the financial statements include the Group's objectives, policies and processes for managing its capital and its financial risk management objectives.

After making enquiries and considering the Group's business activities, together with the factors likely to affect its future development, performance and position, the directors have a reasonable expectation that the Group has adequate resources to continue in operational existence for the foreseeable future. Accordingly, they continue to adopt the going concern basis in preparing the financial statements and accompanying notes.

Management estimates and judgments

The preparation of the financial statements in conformity with IFRS requires management to make judgments, estimates and assumptions. These judgments, estimates and assumptions affect the reported amounts of assets and liabilities as well as income and expenses in the financial statement provided.

The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis of making the judgments about carrying values of assets and liabilities that are not readily apparent from other sources. The actual outcome is not expected to differ significantly from the estimates and assumptions made.

The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised if the revision affects only that period or the period of revision and future periods if this revision affects both current and future periods.

Table of Contents

Basis of consolidation

Subsidiaries

Subsidiaries are entities controlled by the Group. Control exists when the Group has the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities. In assessing control, the Group takes into consideration potential voting rights that are currently exercisable. The acquisition date is the date on which control is transferred to the acquirer. The financial statements of subsidiaries are included in the consolidated financial statements from the date that control commences until the date that control ceases.

Foreign currency

Transactions in foreign currencies are translated to the respective functional currencies of Group entities at the foreign exchange rate in effect on at the date of the transaction. Monetary assets and liabilities denominated in foreign currencies at the balance sheet date are retranslated to the functional currency at the foreign exchange rate in effect on such date. Foreign exchange differences arising on translation are recognized in the income statement. Non-monetary assets and liabilities that are measured in terms of historical cost in a foreign currency are translated using the exchange rate at the date of the transaction. Non-monetary assets and liabilities denominated in foreign

currencies that are stated at fair value are retranslated to the functional currency at foreign exchange rates ruling at the dates the fair value was determined.

The assets and liabilities of foreign operations are translated to the Group's presentational currency, Sterling (GBP), at foreign exchange rates ruling at the balance sheet date. The revenues and expenses of foreign operations are translated at an average rate for the period where this rate approximates to the foreign exchange rates ruling at the dates of the transactions. Exchange differences arising from this translation of foreign operations are reported as an item of other comprehensive income and accumulated in the Exchange reserve.

Property, plant & equipment

Property, plant & equipment are stated at their purchase cost, together with any incidental expenses of acquisition, and they are stated in the statement of financial position at cost less accumulated depreciation.

Depreciation is calculated so as to write off the cost of the assets less their estimated residual values, on a straight line basis over the expected useful economic lives of the assets concerned. Depreciation is not charged on construction in progress until the asset is completed for its intended use and transferred to the appropriate fixed asset classification.

The periods generally applicable are as follows:

Computer equipment	3 years
Laboratory equipment	5 years
Office equipment	5 years
Leasehold improvements	the expected duration of the lease

Intangibles

Research and development

Expenditures on research activities are recognized in the income statement as incurred. Costs incurred on development projects are recognized as intangible assets when all of the below criteria exist:

- the technical feasibility of completing the intangible asset so that it will be available for use or sale;
- the intention to complete the intangible asset and use or sell it;
- the ability to use or sell the intangible asset;
- how the intangible asset will generate probable future economic benefits can be demonstrated;
- the availability of adequate technical, financial and other resources to complete the development and to use or sell the intangible asset; and
- the ability to measure reliably the expenditure attributable to the intangible asset during its development.

Otherwise, it is recognized in the income statement as incurred. Subsequent to initial recognition, a development expenditure is measured at cost less accumulated amortization and any accumulated impairment losses.

The Company currently does not have any development projects which have met the above criteria.

Table of Contents

Acquired in-process research and development

Acquired research and development intangible assets, which are still under development, such as initial upfront and milestone payments for licensed or acquired compounds or technology, are recognized as in-process research & development (IPR&D). IPR&D assets are stated at their purchase cost, together only with any incidental expenses of acquisition.

IPR&D assets are not amortized, but evaluated for potential impairment on an annual basis or when facts and circumstances warrant. Any impairmentcharge is recorded in the consolidated income statement under "research & development". Once a project included in IPR&D has been successfully developed it is transferred to the "currently marketed product" category.

Software licenses

Acquired computer software licenses are capitalized as intangibles on the basis of the costs incurred to acquire and bring to use the specific software. These costs are amortized over their estimated useful lives.

Other current and non-current assets

Clinical materials with alternative use, which are not held for sale, are capitalized as either other current assets or other non-current assets, depending on the timing of their expected consumption.

Non-derivative financial instruments:

Trade and other receivables

Trade and other receivables are recognized initially at fair value. Subsequent to initial recognition they are measured at amortized cost using the effective interest method, less any impairment losses.

Trade and other payables

Trade and other payables are recognized initially at fair value. Subsequent to initial recognition they are measured at amortized cost using the effective interest method.

Cash and cash equivalents

Cash and cash equivalents comprise cash balances and deposits with maturities of three months or less.

Preferred Shares

Series A Preferred Shares were classified as equity rather than debt because they bore no obligation to deliver cash or other financial assets and convert into equity at an agreed rate.

Impairment excluding inventories and deferred tax assets:

Financial assets (including receivables)

A financial asset not carried at fair value through profit or loss is assessed at each reporting date to determine whether there is objective evidence that it is impaired. A financial asset is impaired if objective evidence indicates that a loss event has occurred after the initial recognition of the asset, and that the loss event had a negative effect on the estimated future cash flows of that asset that can be estimated reliably.

An impairment loss in respect of a financial asset measured at amortized cost is calculated as the difference between its carrying amount and the present value of the estimated future cash flows discounted at the asset's original effective interest rate. Interest on the impaired asset continues to be recognized through the unwinding of the discount. When a subsequent event causes the amount of impairment loss to decrease, the decrease in impairment loss is reversed through profit or loss.

Non-financial assets

The carrying amounts of the Group's non-financial assets, other than inventories and deferred tax assets, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated. For intangible assets that have indefinite useful lives or that are not yet available for use, the recoverable amount is estimated each period at the same time.

Table of Contents

Revenue

Revenue is recognized to the extent that we obtain the right to consideration in exchange for performance and is measured at the fair value of the consideration received excluding Value-Added Tax (VAT). If a payment is for multiple deliverables, then an allocation of the fair value of each deliverable is assessed based on available evidence, judgment is required to attribute the fair value to the various elements.

Where a deliverable has only been partially completed at the balance sheet date, revenue is calculated by reference to the value of services performed as a proportion of the total services to be performed for each deliverable or on a straight-line basis if the pattern of performance cannot be estimated. The amount of revenue recognized is limited to non-refundable amounts already received or reasonably certain to be received. We consider payments reasonably certain to be received at the point that satisfactory criteria are agreed with GSK. Where payments are received from customers in advance of services provided, the amounts are recorded as deferred income and included within current liabilities or non-current liabilities, depending on when the services are expected to be delivered.

We regularly review and monitor the performance of the GSK Collaboration and License Agreement in terms of the proportion of total services to be performed for each deliverable and the period of time over which the revenue is deferred based on facts known at the time. If circumstances arise that may change the original estimates of progress toward completion of a deliverable, then estimates are revised. These revisions may result in increases or decreases in estimated revenues and are reflected in income in the period in which the circumstances that give rise to the revision become known to management. Performance of contract deliverables may vary significantly over time from initial estimates, and, therefore, the amount of revenue recognized is subject to variations. In previous periods there has been no material difference from our estimates to the amount of revenue that can be reliably recognized. In the six months ended December 31, 2015, the Group refined its approach for analyzing the components of its deliverables under the GSK Collaboration and License Agreement in respect of the timing of services being performed. This change did not have a significant impact on revenue recognition.

Operating leases

Costs in respect of operating leases are charged to the income statement on a straight-line basis over the lease term. There are no assets held under finance leases.

Research and development expenditure

Research and development expenditure includes direct and indirect costs of these activities, including staff costs and materials, as well as external contracts. All such expenditure is expensed as incurred unless the capitalization criteria of International Accounting Standard ("IAS") 38, 'Intangible Assets' have been satisfied, in which case the costs are capitalized as intangible assets.

Pension costs

The Group operates a defined contribution pension scheme for its executive directors and employees. The contributions to this scheme are expensed to the Consolidated income statement as they fall due.

Share-based compensation

The Group operates equity-settled, share-based compensation plans. Certain employees of the Group are awarded options over the shares in the parent company. The fair value of the employee services received in exchange for these grants of options is recognized as an expense, using the Black-Scholes OPM, with a corresponding increase in reserves. The total amount to be expensed over the vesting period is determined by reference to the fair value of the options granted and assumptions about the number of options that are expected to vest.

Government grants

Government grants are recognized as Other income over the period necessary to match them with the related costs when there is reasonable assurance that the Group will comply with any conditions attached to the grant and the grant will be received.

Taxation

Tax on the profit or loss for the period comprises current and deferred tax. Tax is recognized in the income statement except to the extent that it relates to items recognized directly in equity, in which case it is recognized in equity.

Current tax is the expected tax payable or receivable on the taxable income or loss for the period, using tax rates enacted or substantively enacted at the balance sheet date, and any adjustment to tax payable or receivable in respect of previous years.

Deferred tax is provided on temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. The amount of deferred tax provided is based on the expected manner of realization or settlement of the carrying amount of assets and liabilities, using tax rates enacted or substantively enacted at the balance sheet date.

A deferred tax asset is recognized only to the extent that it is probable that future taxable profits will be available against which the asset can be utilized.

Dividends

Dividends received from subsidiary undertakings are accounted for when received. Dividends paid are accounted for in the period when they are paid.

Earnings per share

Basic and diluted net loss per share is determined by dividing net loss by the weighted average number of ordinary shares outstanding during the period. The effect of 31.3 million (year ended June 30, 2015: 31.5 million, 2014: 10.1 million, 2013: 6.2 million) potentially dilutive share options has been excluded from the diluted loss per share calculation because it would have an antidilutive effect on the loss per share for the period.

Adopted IFRS not yet applied

The following standards and interpretations have been issued but are not yet effective and therefore have not been applied in these financial statements.

- Amendments to IAS 16 and IAS 38 'Clarification of Acceptable Methods of Depreciation and Amortization' (mandatory for year commencing on or after January 1, 2016).
- IFRS 15 Revenue from Contracts with Customers (mandatory for year commencing on or after January 1, 2018).
- IFRS 9 Financial Instruments (mandatory for year commencing on or after January 1, 2018).
- IFRS 16 Leases (mandatory for year commencing on or after January 1, 2019).

The Group does not expect the adoption of this guidance to have a material effect on the financial statements, with the exception of IFRS 15 and IFRS 16, which the Group is currently evaluating.

3 Revenue & segmental reporting

Revenue represents recognized income from collaboration agreements.

During the six months ended December 31, 2015 and the years ended June 30, 2015, June 30, 2014 and June 30, 2013, revenue was derived from one customer and the Directors believe that there is only one operating segment.

	For the six months ended December 31,	For the year ended June 30,		
	2015	2015	2014	2013
	(£'000)	(£'000)	(£'000)	(£'000)
Revenue	**5,499**	6,818	355	—

Under the GSK Collaboration and License Agreement, GSK funds the development of, and has an option to obtain an exclusive license to, our NY-ESO TCR therapeutic candidate. In addition, GSK has the right to nominate four additional target peptides, excluding those where Adaptimmune has already initiated development of a TCR therapeutic candidate. The Group received an upfront payment of £25 million in June 2014 and has achieved various development milestones totaling £14.0 million, of which £9.5 million related to milestones achieved during the six months ended December 31, 2015. The Company is entitled to further milestone payments based on the achievement of specified development and commercialization milestones by either the Group or GSK.

In addition to the development milestone payments, the Group is entitled to royalties from GSK on all GSK sales of TCR therapeutic products licensed under the agreement, varying between a mid-single-digit percentage and a low-double-digit percentage

of net sales. No royalties have been received during the six months ended December 31, 2015. Sales milestones also apply once any TCR therapeutic covered by the GSK Collaboration and License Agreement is on the market.

The GSK Collaboration and License Agreement is effective until all payment obligations expire. The agreement can also be terminated on a collaboration program-by-collaboration program basis by GSK for lack of feasibility or inability to meet certain agreed requirements. Both parties have rights to terminate the agreement for material breach upon 60 days' written notice or immediately upon insolvency of the other party. GSK has additional rights to terminate either the agreement or any specific license or collaboration program on provision of 60 days' notice to us. The Group also has rights to terminate any license where GSK ceases development or withdraws any licensed TCR therapeutic in specified circumstances.

The revenue recognized to date relates to the upfront fee and development milestones payments received, which are being recognized in revenue over the period in which we are providing services under the GSK Collaboration and License Agreement. As a result of achieving various deliverables, the Group has recognized £5.5 million of revenue during the six month period ending December 31, 2015.

Geographic information

Noncurrent assets (excluding intangibles and financial instruments) based on geographic location:

	As of December 31,	As of June 30,	
	2015	2015	2014
	(£'000)	(£'000)	(£'000)
United Kingdom	**8,178**	3,115	839

United States	**3,938**	314	1
	12,116	3,429	840

All revenues for the six months ended December 31, 2015 and the years ended June 30, 2015, 2014 and 2013 originated in the United Kingdom.

4 Expenses

	For the six months ended December 31,	For the year ended June 30,		
	2015	**2015**	**2014**	**2013**
	(£'000)	**(£'000)**	**(£'000)**	**(£'000)**
Operating loss is stated after charging:				
Operating lease charges:				
Plant & machinery	**7**	—	—	—
Other than plant & machinery	**543**	387	177	225
Foreign exchange losses/(gains)	**82**	(66)	143	33
Depreciation of owned property, plant and equipment (note 11)	**771**	447	148	30
Amortization of intangibles (note 12)	**45**	19	—	—
Employee benefits (note 5)	**9,949**	8,362	2,134	1,312
Subcontracted research and development	**5,607**	5,649	3,201	2,900
Materials consumed in research and development	**1,785**	1,839	784	241
Other expenses	**4,978**	5,313	2,371	1,416
Total expenses	**23,767**	21,950	8,958	6,157
Research and development expenses	**16,467**	14,749	7,356	5,361
General and administrative expenses	**7,300**	7,201	1,602	796
Total expenses	**23,767**	21,950	8,958	6,157

Table of Contents

Other expenses include amounts receivable by the Group's auditor and its associates in respect of:

	For the six months ended December 31,	For the year ended June 30,		
	2015	**2015**	**2014**	**2013**
	(£'000)	**(£'000)**	**(£'000)**	**(£'000)**
Audit of the Group's annual accounts	**95**	85	60	7
Audit-related fees	**10**	173	15	—
Tax fees	—	—	18	—
All other fees	**2**	9	—	—

5 Staff numbers and costs

The average number of persons employed by the Group (including directors) during the year, analyzed by category, was as follows:

	For the six months ended December 31,	For the year ended June 30,		
	2015	**2015**	**2014**	**2013**
	(Number)	**(Number)**	**(Number)**	**(Number)**
Research and development	**137**	63	27	17
Management and administration	**36**	16	4	2
	173	79	31	19

The aggregate staff costs of these persons were as follows:

	For the six months ended December 31,	For the year ended June 30,		
	2015	**2015**	**2014**	**2013**
	(£'000)	**(£'000)**	**(£'000)**	**(£'000)**
Wages and salaries	**6,780**	4,988	1,668	1,050
Social security costs	**648**	539	175	95
Share based payment—fair value of employee services (note 22)	**2,441**	2,683	204	112
Pension costs—defined contribution (note 21)	**80**	152	86	55
	9,949	8,362	2,133	1,312

6 Directors' remuneration

	For the six months ended December 31,	For the year ended June 30,		
	2015	**2015**	**2014**	**2013**
	(£'000)	**(£'000)**	**(£'000)**	**(£'000)**
Directors' emoluments	**393**	**558**	**222**	**157**

Total director's pension contributions for the six months ended December 31, 2015 were £7,500*(For the year ended June 30, 2015: £13,000, 2014: £10,500, 2013: £6,250).*

No retirement benefits are accruing to directors (For the year ended June 30, 2015: none, 2014: none, 2013: none) under the Group's pension schemes.

No directors (For the year ended June 30, 2015: None, 2014: two, 2013: one) exercised share options in the parent company during the six months to December 31, 2015.

Table of Contents

7 Other income

	For the six months ended December 31,	For the year ended June 30,		
	2015	2015	2014	2013
	(£'000)	(£'000)	(£'000)	(£'000)
Income from government grants	**590**	429	149	—
Income from related parties (see also note 24)	**10**	33	13	7
UK R&D Expenditure Credits	**308**	—	—	—
Other	—	—	3	—
	908	462	165	7

8 Finance income

Recognized in the income statement:

	For the six months ended December 31,	For the year ended June 30,		
	2015	2015	2014	2013
	(£'000)	(£'000)	(£'000)	(£'000)
Bank interest on cash and deposits	**321**	322	2	9
Net unrealized foreign exchange gains	**8,445**			
Finance income	**8,766**	322	2	9

9 Finance expense

Recognized in the income statement:

	For the six months ended December 31,	For the year ended June 30,		
	2015	2015	2014	2013
	(£'000)	(£'000)	(£'000)	(£'000)
Bank interest on overdrafts	—	—	4	4
Foreign exchange losses on financial assets	—	720	—	—
Finance expense	—	720	4	4

10 Taxation credit

Recognized in the income statement:

	For the six months ended December 31,	For the year ended June 30,		
	2015	2015	2014	2013
	(£'000)	(£'000)	(£'000)	(£'000)
Current tax income				
UK Research and Development tax credit	**1,227**	1,308	1,027	578
US corporation tax	**(33)**	(158)	(45)	—
Adjustments in respect of prior periods	**41**	189	—	—
Total tax credit in the income statement	**1,235**	1,339	982	578

Reconciliation of effective tax rate

The total tax credit is lower (*For the year ended June 30, 2015: lower, 2014: lower, 2013: lower*) than the standard rate of corporation tax in the UK.

Table of Contents

The differences are explained below:

	For the six months ended December 31,	For the year ended June 30,		
	2015	2015	2014	2013
	(£'000)	(£'000)	(£'000)	(£'000)
Loss before tax	**8,594**	15,068	8,440	6,146
Tax at the UK corporation tax rate of 20% (*For the year ended June 30, 2015: 20.75%, 2014: 22.5%, 2013: 23.75%*)	**1,719**	3,127	1,899	1,460
Non-deductible expenses	**(441)**	(437)	(82)	(167)
Deferred taxes not recognized	**(594)**	(2,192)	(1,174)	(736)

Additional allowance in respect of enhanced R&D relief	**1,005**	1,033	1,067	693
Surrender of tax losses for R&D tax credit refund	**(489)**	(475)	(907)	(670)
Tax rate changes	**(6)**	94	—	—
Adjustments in respect of prior years	**41**	189	—	—
Other timing differences	—	—	179	(2)
Total tax credit in income statement	**1,235**	1,339	982	578

After accounting for tax credits receivable, there are accumulated tax losses for carry forward in the UK amounting to £28,840,000 as of December 31, 2015 (June 30, 2015: 23,166,000, 2014: £14,131,000, 2013: £7,957,000). These tax losses do not expire. No deferred tax asset is recognized in respect of accumulated tax losses on the basis that suitable future trading profits are not sufficiently certain.

Reductions in the UK corporation tax rate from 20% to 19% from 1 April 2017 and then a further reduction to 18% from 1 April 2020 were substantively enacted in the UK legislation on 18 November 2015.

11 Property, plant and equipment

	Computer equipment (£'000)	Office equipment (£'000)	Laboratory equipment (£'000)	Leasehold improvements (£'000)	Total (£'000)
Cost					
At July 1, 2013	12	—	159	—	171
Additions to June 30, 2014	40	28	783	—	851
At June 30, 2014	52	28	942	—	1,022
Additions to June 30, 2015	365	94	1,434	1,224	3,117
Disposals to June 30, 2015	(4)	—	(120)	—	(124)
At June 30, 2015	413	122	2,256	1,224	4,015
Additions to December 31, 2015	384	52	5,176	651	6,263
At December 31, 2015	**797**	**174**	**7,432**	**1,875**	**10,278**
Depreciation					
At July 1, 2013	5	—	29	—	34
Charge for period to June 30, 2014	10	4	134	—	148
At June 30, 2014	15	4	163	—	182
Charge for period to June 30, 2015	51	11	349	36	447
Disposals to June 30, 2015	(4)	—	(39)	—	(43)
At June 30, 2015	62	15	473	36	586
Charge for period to December 31, 2015	90	18	549	114	771
At December 31, 2015	**152**	**33**	**1,022**	**150**	**1,357**
Carrying value					
At July 1, 2013	7	—	130	—	137
At June 30, 2014	37	24	779	—	840
At June 30, 2015	351	107	1,783	1,188	3,429
At December 31, 2015	**645**	**141**	**6,410**	**1,725**	**8,921**

Leasehold improvement includes £0.8 million (*June 30, 2015: £0.8 million)* of assets under construction.

Table of Contents

12 Intangibles

	In-Process R&D (£'000)	Computer software (£'000)	Total (£'000)
Cost			
At July 1, 2013	—	—	—
At June 30, 2014	—	—	—
Additions to June 30, 2015	—	132	132
At June 30, 2015	—	132	132
Additions to December 31, 2015	1,662	138	1,800
At December 31, 2015	**1,662**	**270**	**1,932**
Amortization			
At July 1, 2013	—	—	—
At June 30, 2014	—	—	—
Charge for period to June 30, 2015	—	19	19
At June 30, 2015	—	19	19
Charge for period to December 31, 2015	—	45	45
At December 31, 2015	—	64	64
Carrying value			
At July 1, 2013	—	—	—
At June 30, 2014	—	—	—
At June 30, 2015	—	113	113
At December 31, 2015	**1,662**	**206**	**1,868**

On November 25, 2015, the Group entered into a Research Collaboration and License Agreement relating to gene editing and HLA-engineering technology with Universal Cells, Inc. ("Universal Cells"). The Group paid an upfront license fee of £1.7 million ($2.5 million) to Universal Cells for in-process R&D and will make further payments of up to $44 million if certain development and product milestones are achieved. Universal Cells would also receive a profit-share payment for the first product, and royalties on sales of other products utilizing its technology.

13 Other current and non-current assets

Other current and non-current assets are clinical materials with alternative use, not held for sale, which are classified as current or non-current based on whether they are expected to be consumed within twelve months.

14 Restricted cash

As of December 31, 2015, the Group had restricted cash of £3,040,000 relating to security deposits for letters of credit relating to leased properties.

15 Trade and other receivables

	As of December 31,	As of June 30,	
	2015	2015	2014
	(£'000)	(£'000)	(£'000)
Trade receivables	**3,002**	2	16
Prepayments and accrued income	**3,916**	3,310	543
Other receivables	**2,015**	937	66
	8,933	4,249	625

Table of Contents

16 Short-term deposits

	As of December 31,	As of June 30,	
	2015	2015	2014
	(£'000)	(£'000)	(£'000)
Deposits held in pounds sterling	**7,500**	7,500	—
Deposits held in US dollars	**29,343**	27,664	—
	36,843	35,164	—

17 Cash and cash equivalents

	As of December 31,	As of June 30,	
	2015	2015	2014
	(£'000)	(£'000)	(£'000)
Cash and cash equivalents held in pounds sterling	**20,256**	28,749	27,468
Cash and cash equivalents held in US dollars	**110,782**	116,917	2,637
Cash and cash equivalents	**131,038**	145,666	30,105

The Group's policy for determining cash and cash equivalents is to include all cash balances, overdrafts and deposits with maturities of three months or less.

When the Group assesses its liquidity position it includes cash and cash equivalents as well as short-term deposits.

18 Trade and other payables

	As of December 31,	As of June 30,	
	2015	2015	2014
	(£'000)	(£'000)	(£'000)
Shown within current liabilities:			
Trade payables	**5,317**	1,259	594
Other taxation and social security	**749**	158	4,944
Deferred income*	**8,423**	13,295	24,720
Accruals	**4,321**	2,280	880
	18,810	16,992	31,138

	As of December 31,	As of June 30,	
	2015	2015	2014
	(£'000)	(£'000)	(£'000)
Shown within non-current liabilities:			
Deferred income*	**17,973**	9,100	—

*The Group had previously determined that it had a 3 year operating cycle for revenue recognition (consistent with the terms of the collaboration with GSK) and deferred income was therefore shown as a current liability within trade and other payables for the year ended June 30, 2014. As of June 30, 2014, £13,300,000 of the Group's total deferred income shown within current liabilities was expected to be realized as revenue after 12 months.

Following the Company's IPO, it has initiated several other research programs such that the GSK partnership will no longer comprise substantially all of the Group's operations. As a result, the operating cycle of the Group has become less clearly identifiable. Accordingly, as of June 30, 2015 the Group has assumed that its operating cycle is 12 months in the absence of better information, and the amount of deferred income expected to be recognized as revenue after 12 months is shown as a non-current liability.

Table of Contents

19 Capital and reserves

Share capital

	As of December 31,	As of June 30,	
	2015	2015	2014
	(£'000)	(£'000)	(£'000)
Allotted, called up and fully paid			
424,711,900 (*2014*: 181,370,100) Ordinary shares of 0.1p each	**425**	**425**	**181**

Ordinary shares

Each holder of ordinary shares is entitled to one vote, on a show of hands and one vote per share on a poll, at general meetings of the Company. On the winding up of the Company, the assets of the Company available for distribution to holders remaining after payment of all other debts and liabilities of the Company shall be paid to the shareholders in proportion to the number of shares held by each of them.

The Directors have the authority to allot new shares or to grant rights to subscribe for or to convert any security into shares in the Company up to a maximum aggregate nominal amount of £150,000. This authority runs for five years and will expire on 17 December 2020.

Preferred shares issued

On September 23, 2014, the Group completed a Series A funding round, whereby Adaptimmune Limited issued 1,758,418 Series A Preferred Shares for net consideration of £60,554,000, after the deduction of fees of £3,031,000. These Series A Preferred Shares were convertible into ordinary shares prior to an IPO at an initial rate of 1:1 and converted into ordinary shares at that rate immediately prior to the admission to trading of the ADSs on NASDAQ. These shares were treated as equity under the provisions of IAS 32, 'Financial Instruments: Presentation'.

Corporate reorganization

On April 1, 2015, the Group completed a corporate reorganization. Pursuant to the first stage of this reorganization, on February 23, 2015, all shareholders of Adaptimmune Limited exchanged each of the Series A Preferred Shares and ordinary shares held by them for newly issued Series A Preferred Shares and ordinary shares of Adaptimmune Therapeutics Limited on a one-for-100 basis, resulting in Adaptimmune Limited becoming a wholly-owned subsidiary of Adaptimmune Therapeutics Limited. On April 1, 2015, pursuant to the final step in the corporate reorganization, Adaptimmune Therapeutics Limited re-registered as a public limited company with the name Adaptimmune Therapeutics plc.

All Adaptimmune Limited share options granted to directors and employees under share option plans that were in existence immediately prior to the reorganization were exchangeable for share options in Adaptimmune Therapeutics plc on a one-for-100 basis with no change in any of the terms or conditions.

Adaptimmune Therapeutics plc's Board, management and corporate governance arrangements, and consolidated assets and liabilities immediately following the reorganization were the same as Adaptimmune Limited immediately before the reorganization.

The reorganization has been accounted for in accordance with the principles of reverse acquisition accounting. Accordingly, the historical consolidated financial statements of Adaptimmune Limited and subsidiary prior to the reorganization became those of Adaptimmune Therapeutics plc. For periods prior to the reorganization, the equity of Adaptimmune Therapeutics plc represents the historical equity of Adaptimmune Limited. The nominal value of the share capital has been adjusted to reflect the increase in the number of shares in issue.

All share and per share information presented gives effect to the reorganization by dividing the loss for the period by the weighted average number of shares outstanding of Adaptimmune Therapeutics plc as if the one-for-100 share exchange had been in effect throughout the period.

Table of Contents

Initial public offering

On May 6, 2015, immediately prior to the admission to trading of our ADSs on Nasdaq, all subsisting Series A Preferred Shares in the capital of the Company automatically converted to ordinary shares on a 1:1 basis.

On May 11, 2015, the Company closed its IPO on NASDAQ, issuing 11,250,000 American Depositary Shares representing 67,500,000 ordinary shares with nominal value of £67,500 for proceeds before expenses of £124,058,000. Funding costs of £9,899,000, including underwriter fees of £8,684,000 and other offering expenses of £1,215,000, were incurred and offset against the share premium account.

Dividends

No dividends were paid or declared in the six months ended December 31, 2015 or the years ended June 30, 2015, 2014 and 2013.

Capital management policy

The Group manages the operating cash outflow through its budgeting process, and looks to raise sufficient funds from revenue and equity to cover these outflows.

Nature and purpose of reserves

Exchange reserve

The exchange reserve comprises all foreign currency differences arising from the translation of the financial statements of foreign operations.

Other reserve

The other reserve has arisen as a result of the Company reorganization described above.

20 Financial instruments

Finance income and expense

Foreign exchange gains and losses on financial instruments, interest income and interest expense are disclosed in notes 8 and 9. There were no gains or losses on financial instruments recognized directly within equity.

Disclosure of fair values of financial assets and liabilities

	As of December 31, 2015		As of June 30, 2015		As of June 30, 2014	
	Carrying amount (£'000)	Fair value (£'000)	Carrying amount (£'000)	Fair value (£'000)	Carrying amount (£'000)	Fair value (£'000)
Financial assets:						
Loans and receivables						
Trade receivables	3,002	3,002	2	2	16	16
R&D tax credit receivable	2,859	2,859	2,524	2,524	1,027	1,027
Other receivables	2,015	2,015	937	937	66	66
Short-term deposits	36,843	36,843	35,164	35,164	—	—
Cash and cash equivalents	131,038	131,038	145,666	145,666	30,105	30,105
Total financial assets	175,757	175,757	184,293	184,293	31,214	31,214

Table of Contents

	As of December 31, 2015		As of June 30, 2015		As of June 30, 2014	
	Carrying amount (£'000)	Fair value (£'000)	Carrying amount (£'000)	Fair value (£'000)	Carrying amount (£'000)	Fair value (£'000)
Financial liabilities:						
Financial liabilities at amortized cost						
Trade payables	5,317	5,317	1,259	1,259	595	595
Other taxation and social security	749	749	158	158	4,944	4,944
Accruals	4,321	4,321	2,280	2,280	880	880
Total financial liabilities	10,387	10,387	3,697	3,697	6,419	6,419

Detailed below are the assumptions applied in determining the fair value of the financial instruments held by the Group.

Cash and cash equivalents, trade and other payables and trade and other receivables

For cash and cash equivalents, trade and other payables and trade and other receivables with a remaining life of less than one year, the nominal amount is deemed to reflect fair value.

Financial risk management

The Group is exposed in particular to the following risks:

- Liquidity risk
- Market risk (commodity prices and foreign exchange rates)

Liquidity risk

The following are the contractual maturities of financial liabilities, including estimated interest payments and excluding the effect of netting agreements:

	As of December 31, 2015		
	Carrying amount (£'000)	Contractual cash flows (£'000)	1 year or less (£'000)
Financial liabilities at amortized cost			
Trade payables	5,317	5,317	5,317
Other taxation and social security	749	749	749
Accruals	4,321	4,321	4,321
Total financial liabilities	10,387	10,387	10,387

	As of June 30, 2015		
	Carrying amount (£'000)	Contractual cash flows (£'000)	1 year or less (£'000)
Financial liabilities at amortized cost			
Trade payables	1,259	1,259	1,259
Other taxation and social security	158	158	158
Accruals	2,280	2,280	2,280
Total financial liabilities	3,697	3,697	3,697

Table of Contents

	As of June 30, 2014

	Carrying amount	Contractual cash flows	1 year or less
	(£'000)	(£'000)	(£'000)
Financial liabilities at amortized cost			
Trade payables	595	595	595
Other taxation and social security	4,944	4,944	4,944
Accruals	880	880	880
Total financial liabilities	6,419	6,419	6,419

Foreign exchange risk

The Group makes purchases in foreign currencies. The Group's treasury policy gives guidance on the management of its foreign exchange risk on the basis that the cash balance is held in appropriate currencies to meet obligations as they fall due.

Financial assets and liabilities in foreign currencies are as follows:

	As of December 31,	As of June 30,	
	2015	2015	2014
	(£'000)	(£'000)	(£'000)
Other receivables	—	—	3
Short-term deposits	**29,343**	27,664	—
Cash and cash equivalents	**110,782**	116,917	2,637
Trade payables	**(4,321)**	(347)	(385)
	135,804	144,234	2,255

A 1% increase in exchange rates would reduce the carrying value of net financial assets and liabilities in foreign currencies as of December 31, 2015 by £1,345,000 (*At June 30, 2015: £1,428,000 decrease, 2014: £22,000 decrease*).

Credit risk

Trade receivables at December 31, 2015 of £3.0 million related to one customer as a result of the Group entering into the GSK Collaboration and License Agreement in 2014. The Group has been transacting with GSK for 18 months, during which time no impairment losses have been recognized. There are no amounts which are past due at December 31, 2015.

The Group held cash and cash equivalents of £131,038,000 and short-term deposits of £36,843,000 at December 31, 2015. The cash and cash equivalents and short-term deposits are held with multiple banks and the Group monitors the credit rating of those banks.

Market risk

Market risk is the risk that changes in market prices, such as in interest rates, commodity prices and foreign exchange rates will affect the Group's income or the value of its holdings of financial instruments.

The Group has both interest bearing assets and interest bearing liabilities. Interest bearing assets include cash balances and overdrafts, which earn interest at variable rates.

Financial assets and liabilities subject to variable interest rates are as follows:

	Carrying Amount		
	At December 31,	At June 30,	
	2015	2015	2014
	(£'000)	(£'000)	(£'000)
Cash and cash equivalents	**125,502**	140,296	30,105
	125,502	140,296	30,105

An increase in Bank of England base rates by 0.5 percentage points would increase the net annual interest income applicable to the cash and cash equivalents as of December 31, 2015 by £628,000 (At June 30, 2015: £701,000 and at June 30, 2014: £151,000).

The Group is exposed to commodity price risk as a result of its operations. However, given the size of the Group's operations, the costs of managing exposure to commodity price risk exceed any potential benefits. The directors will revisit the appropriateness of this policy should the Group's operations change in size or nature. The Group has no exposure to equity securities price risk as it holds no listed or other equity investments.

Table of Contents

21 Employee benefits

The Group operates a defined contribution pension scheme for its executive directors and employees. The assets of the scheme are held separately from those of the company in an independently administered fund. The unpaid contributions outstanding as of December 31, 2015 were £50,000 (At June 30, 2015: £69,000 and at June 30, 2014: £42,000). The pension cost charge for the six months ended December 31, 2015 was £80,000 (For the year ended June 30, 2015: £152,000, June 30, 2014: £86,000 and June 30, 2013: £55,000).

22 Share based compensation

Group share options

As of December 31, 2015, certain of the Group's employees and directors were members of a share option plan operated by the ultimate parent company. All of these arrangements are settled in equity at a predetermined price and generally vest over a period of four years, with 25% of each award vesting after the first complete year. All share options have a life of ten years before expiry.

The number and weighted average exercise prices of share options (including grant in the year) are as follows:

	For the six months ended December 31, 2015		For the year ended June 30, 2015		For the year ended June 30, 2014	
	Number	Weighted average exercise price	Number	Weighted average exercise price	Number	Weighted average exercise price
Outstanding at start of period	31,473,477	£ 0.41	10,057,700	£ 0.11	6,233,000	£ 0.10
Granted	—	£ —	21,779,577	£ 0.54	5,627,700	£ 0.12
Forfeited	(270,000)	£ 0.37	(383,800)	£ 0.35	(425,000)	£ 0.11
Exercised	—	£ —	—	—	(1,378,000)	£ 0.08
Outstanding at end of period	31,203,477	£ 0.41	31,453,477	£ 0.41	10,057,700	£ 0.11
Exercisable at end of period	7,785,415	£ 0.38	5,199,615	£ 0.39	2,026,800	£ 0.10

There were no options granted in the six months ended December 31, 2015. The weighted average fair value of options granted in the years ended June 30, 2015 and 2014 was £0.42 and £0.08, respectively.

For options outstanding at the end of the period, the range of exercise prices and weighted average remaining contractual life are as follows:

As of December 31, 2015			
		Weighted average remaining life:	
Exercise price	Number of shares	Expected	Contractual
£ 0.05	300,000	0.0 yrs	3.5 yrs
£ 0.11	8,404,300	2.7 yrs	7.7 yrs
£ 0.14	1,249,600	3.3 yrs	8.3 yrs
£ 0.36	10,355,000	4.0 yrs	9.0 yrs
£ 0.50	9,008,962	4.2 yrs	9.2 yrs
£ 1.82	1,885,615	4.4 yrs	9.4 yrs

Table of Contents

As of June 30, 2015				As of June 30, 2014			
		Weighted average remaining life:				Weighted average remaining life:	
Exercise price	Number of shares	Expected	Contractual	Exercise price	Number of shares	Expected	Contractual
£ 0.05	300,000	0.0 yrs	4.0 yrs	£ 0.05	300,000	0.0 yrs	5.0 yrs
£ 0.11	8,404,300	3.2 yrs	8.2 yrs	£ 0.11	8,508,100	4.2 yrs	9.2 yrs
£ 0.14	1,249,600	3.8 yrs	8.8 yrs	£ 0.14	1,249,600	4.8 yrs	9.8 yrs
£ 0.36	10,595,000	4.5 yrs	9.5 yrs				
£ 0.50	9,018,962	4.7 yrs	9.7 yrs				
£ 1.82	1,885,615	4.9 yrs	9.9 yrs				

Options are granted at the current market price less a fixed discount on a specific grant date during each calendar year. There is therefore no weighted average exercise price as the shares granted each year are all granted at the same price, given in the table above.

The total charge for the six months ended December 31, 2015 relating to share based payment plans was £2,441,000 *(For the year ended June 30, 2015: £2,683,000, 2014: £204,000, 2013: £112,000*), all of which related to equity-settled share based payment transactions.

Options were valued using the Black-Scholes option-pricing model. No performance conditions were included in the fair value calculations. The fair value per option granted and the assumptions used in the calculation are as follows:

	May 2015	March 2015	December 2014	March/April 2014	January 2013
Share price at grant date	**£1.82**	**£0.86**	**£0.39**	£0.14	£0.14
Exercise price	**£1.82**	**£0.50**	**£0.36**	£0.11	£0.11
Number of employees	**11**	**32**	**78**	28	16
Shares granted in period	**1,885,615**	**9,183,962**	**10,710,000**	5,627,700	4,037,500
Vesting year (years)	**1-4 years**	**1-4 years**	**1-4 years**	1-4 years	1-4 years
Expected volatility	**60%**	**60%**	**60%**	60%	60%
Option life (years)	**10 years**	**10 years**	**10 years**	10 years	10 years
Expected life (years)	**5 years**	**5 years**	**5 years**	5 years	5 years
Risk free rate	**1.39%**	**1.04%**	**1.54%**	1.73%	0.89%
Expected dividend yield	**0%**	**0%**	**0%**	0%	0%
Fair value per option	**£0.94**	**£0.55**	**£0.21**	£0.08	£0.08

The expected volatility is based upon a benchmarking study of similar companies with public securities. The expected life of the option is based on management judgment. The risk free rate is based on the Bank of England's estimates of gilt yield curve as of the respective grant dates.

23 Capital commitments and contingencies

Capital expenditure commitments

	As of December 31,	As of June 30,		
	2015	2015	2014	2013
	(£'000)	(£'000)	(£'000)	(£'000)
Future capital expenditure contracted but not provided for	**13,930**	**1,633**	**9**	—

At December 31, 2015, future capital expenditure contracted but not provided for predominately relates to leasehold improvements arising on the fit out of laboratory and office space in Oxfordshire, UK and Philadelphia, USA.

Other commitments

On November 25, 2015, the Company entered into a Research Collaboration and License Agreement with Universal Cells. The Company paid an upfront license fee of £1.7 million ($2.5 million) to Universal Cells for in-process R&D and will make further payments of up to $44 million if certain development and product milestones are achieved. Universal Cells would also receive a profit-share payment for the first product, and royalties on sales of other products utilizing its technology.

Table of Contents

Commitments under non-cancellable operating leases

The total of future minimum lease payments payable under the entity's non-cancellable operating leases for each of the following periods is as follows:

	As of December 31, 2015		As of June 30, 2015		2014		2013	
	Land and Buildings	Other	Land and buildings	Other	Land and buildings	Other	Land and buildings	Other
	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
Within one year	**1,078**	—	**914**	—	57	—	113	—
Within two to five years	**11,594**	—	**2,772**	—	—	—	—	—
Over five years	**19,249**	—	**85**	—	—	—	—	—
	31,921	—	**3,771**	—	57	—	113	—

The charge in the income statement for operating leases was £550,000 for the six months ended December 31, 2015 (*For the year ended June 30, 2015: £387,000 2014: £177,000, 2013: £225,000*).

The Company leases laboratory and office property in Oxfordshire, UK and Philadelphia, USA.

24 Related parties

During the year, the Group entered into transactions, in the ordinary course of business, with other related parties.

Transactions entered into and trading balances outstanding as of December 31, 2015 are as follows:

	Invoiced to related party* (£'000)	Purchases from related party (£'000)	Amounts owed by related party (£'000)	Amounts owed to related party (£'000)
Related party				
Immunocore Limited	29	1,039	2	191
New Enterprise Associates	—	21	—	—
OrbiMed Advisors LLC	—	21	—	—

Transactions entered into and trading balances outstanding as of June 30, 2015 are as follows:

	Invoiced to related party* (£'000)	Purchases from related party (£'000)	Amounts owed by related party (£'000)	Amounts owed to related party (£'000)
Related party				
Immunocore Limited	86	1,617	2	90
New Enterprise Associates	—	11	—	2
OrbiMed Advisors LLC	—	6	—	—

Transactions entered into and trading balances outstanding as of June 30, 2014 are as follows:

	Invoiced to related party* (£'000)	Purchases from related party (£'000)	Amounts owed by related party (£'000)	Amounts owed to related party (£'000)
Related party				
Immunocore Limited	35	1,280	7	114

* includes pass-through costs

Immunocore Limited, New Enterprise Associates and OrbiMed Advisors LLC are related parties because they are the beneficial owner of more than 5% of any class of our voting securities.

Table of Contents

During the period, Immunocore Limited has invoiced the Group in respect of the transitional services agreement, property rent and joint patent costs. The Group has invoiced Immunocore Limited in respect of the transitional services agreement.

During the period, New Enterprise Associates has invoiced the Group for travel expenses of directors David Mott, Ali Behbahani and Elliot Sigal.

During the period, OrbiMed Advisors LLC has invoiced the Group for travel expenses of director Peter Thompson.

Remuneration of Key Management Personnel

The remuneration of the Directors and Executive Officers, who are the key management personnel of the Group, is set out below in aggregate for each of the categories specified in IAS 24, 'Related Party Disclosures'.

	For the six months ended December 31,	For the year ended June 30,		
	2015	2015	2014	2013
	(£'000)	(£'000)	(£'000)	(£'000)
Short-term employee benefits	**1,321**	1,311	335	157
Share-based payments	**1,759**	2,107	95	48
	3,080	3,418	430	205

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

Execution Copy

AMENDMENT AGREEMENT NO. 1

DATED: May 8, 2015 ("**Commencement Date**")

PARTIES

(1) **ADAPTIMMUNE LIMITED** a company incorporated in the United Kingdom under number 06456741 whose registered office is at 91 Milton Park, Abingdon, Oxon OX14 4RY ("**Adaptimmune**"); and

(2) **GLAXOSMITHKLINE INTELLECTUAL PROPERTY DEVELOPMENT LTD** whose registered office is at 980 Great West Road, Middlesex, TS8 9GS, United Kingdom **("GSK")**.

BACKGROUND

(A) GSK and Adaptimmune entered into a Collaboration and Licence Agreement with effective date of May 30, 2014 ("**Collaboration Agreement**").

(B) GSK and Adaptimmune now want to amend the Collaboration Agreement in accordance with Section 16.8 of the Collaboration Agreement, as set out in this Amendment Agreement.

1. DEFINITIONS

1.1 In this Amendment Agreement words and expressions shall have the same meaning as set out in the Collaboration Agreement save as explicitly provided otherwise in this section 1.1 or elsewhere in this Amendment Agreement:

Amendment Agreement	Shall mean this Agreement.
Commencement Date	Shall mean the date set out above.

1.2 In this Agreement:

1.2.1 References to sections and clauses are to sections and clauses of this Amendment Agreement unless otherwise provided;

1.2.2 Headings are used for convenience only and do not affect its interpretation;

1.2.3 (a) the word "including" shall be deemed to be followed by the phrase "without limitation" or like expression; (b) the singular shall include the plural and vice versa; and (c) masculine, feminine and neuter pronouns and expressions shall be interchangeable; 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

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subordinate legislation made under the statutory provision.

2. EFFECT OF AMENDMENTS

2.1 The amendments set out in section 3 below shall come into effect on the Commencement Date and shall amend the Collaboration Agreement as from the Commencement Date.

2.2 Save as explicitly provided in this Amendment Agreement, the Collaboration Agreement will continue in full force and effect.

3. AMENDMENTS

3.1 The JSC has amended the Initial Development Plan as reflected in the minutes of the JSC meeting on 2nd July 2014, and attached to this Amendment Agreement as Exhibit 1 for information purposes. As a result, certain Generation 1 Clinical Milestones set forth in Table #1 of Schedule 2 of the Collaboration Agreement shall be amended, ***

. The specific amendments to the Generation 1 Clinical Milestones are as follows:

3.1.1 The Milestone entitled ***

shall be deleted and replaced as follows:

."

3.1.2 The Milestone entitled ***

shall be deleted and replaced as follows: ***

."

3.1.3 The Milestone entitled ***

shall be deleted and replaced as follows: ***

."

3.1.4 The Milestone entitled "***

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

" shall be deleted and replaced as follows: "*** ."

3.2 For ease of reference, all Generation 1 Clinical Milestones set forth in Table #1 of Schedule 2 as of the Commencement Date, including those amended by this Amendment Agreement, are set forth below:

Generation 1 Clinical Milestones:	
***	***
First site initiation of protocol for Sarcoma Cohort 2 of the Phase I/IIa Sarcoma cancer study ("**Sarcoma Cohort 2**")	2.5
First site initiation of protocol for Sarcoma Cohort 3 of the Phase I/IIa Sarcoma study ("**Sarcoma Cohort 3**")	2.5
First site initiation of protocol for the Phase I/IIa NSCLC study included in the Initial Development Plan ("**NSCLC Study**")	2.5
***	2.5
***	***
***	***
***	***
***	***
Initiation of companion diagnostic development program as defined in the Initial Development Plan	2.0
***	***

4. GENERAL

4.1 Sections 16.1, 16.2, 16.3, 16.4, 16.5, 16.7 and 16.11 of the Collaboration Agreement shall apply equally to this Amendment Agreement.

4.2 This Amendment Agreement is governed by and shall be construed in accordance with English law.

4.3 This Amendment Agreement together with the Collaboration Agreement (incorporating all schedules and exhibits) constitutes the entire agreement between the parties relating to its subject matter. Each party acknowledges that it has not entered into this Amendment Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Amendment Agreement

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

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or the Collaboration Agreement (as amended). Each party waives any claim for breach of this Amendment Agreement, or any right to rescind this Amendment Agreement in respect of, any representation which is not an express provision of this Amendment Agreement together with the Collaboration Agreement (as amended). Nothing in this clause excludes any liability which either party may have to the other (or any right which either party may have to rescind this Amendment Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Amendment Agreement.

The parties agree to enter into, and be bound by, this Amendment Agreement by their duly authorised representatives as of the Commencement Date.

SIGNED for and on behalf of **ADAPTIMMUNE LIMITED**:

/s/ Helen Tayton-Martin (signature)

Chief Operating Officer (position)

H.K. Tayton-Martin (name)

SIGNED for and on behalf of **GLAXOSMITHKLINE INTELLECTUAL PROPERTY DEVELOPMENT LIMITED**:

/s/ Paul Williamson (signature)

Authorised Signatory
For and on behalf of
Edinburgh Pharmaceutical Industries Limited Corporate

Corporate Director (position)

Paul Williamson (name)

EXHIBIT 1 — JSC MINUTES

***

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

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

CONFIDENTIAL – FINAL EXECUTION VERSION

AMENDMENT AGREEMENT NO. 2

DATED:.....2 February 2016 ("**Commencement Date**")

PARTIES

(1) **ADAPTIMMUNE LIMITED** a company incorporated in the United Kingdom under number 06456741 whose registered office is at 101 Milton Park, Abingdon, Oxon OX14 4RY ("**Adaptimmune**"); and

(2) **GLAXOSMITHKLINE INTELLECTUAL PROPERTY DEVELOPMENT LTD** whose registered office is at 980 Great West Road, Middlesex, TS8 9GS, United Kingdom (**"GSK"**).

BACKGROUND

(A) GSK and Adaptimmune entered into a Collaboration and Licence Agreement with effective date of May 30, 2014 which was amended by an amendment agreed dated 8 May 2015 (together referred to below as the "**Collaboration Agreement**").

(B) The Parties now wish to further amend the Collaboration Agreement to,*inter alia*, expand the activities to be conducted under the Development Plan, including the performance of a sarcoma pivotal trial, non-synovial sarcoma study, combination studies and multiple Generation 2 Therapy approaches, and to set forth the terms on which the foregoing activities will be conducted.

(C) GSK and Adaptimmune now wish to further amend the Collaboration Agreement as set out in this Amendment Agreement in accordance with Section 16.8 of the Collaboration Agreement.

1. DEFINITIONS

1.1 In this Amendment Agreement words and expressions shall have the same meaning as set out in the Collaboration Agreement save as explicitly provided otherwise in this Amendment Agreement.

1.2 In this Agreement:

1.2.1 References to sections and clauses are to sections and clauses of this Amendment Agreement unless otherwise provided;

1.2.2 Headings are used for convenience only and do not affect its interpretation;

1.2.3 (a) the word "including" shall be deemed to be followed by the phrase "without limitation" or like expression; (b) the singular shall include the plural and vice versa; and (c) masculine, feminine and neuter pronouns and expressions shall be interchangeable; 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. EFFECT OF AMENDMENTS

2.1 The amendments set out in section 3 below shall come into effect on the Commencement Date and shall amend the Collaboration Agreement as from the Commencement Date.

2.2 Save as explicitly provided in this Amendment Agreement, the Collaboration Agreement will continue in full force and effect.

3. AMENDMENTS

3.1 Amendment to Schedule 1 (Development Plan) of the Collaboration Agreement Schedule 1 of the Collaboration Agreement shall be deleted in its entirety and replaced

with the contents of Exhibit 1 to this Amendment Agreement. Addition of any further studies, trials or programs not set out in the Development Plan (as amended in accordance with this Amendment Agreement and/or as set forth in Exhibit 1) will require mutual written agreement by the Parties in accordance with Section 16.8 of the Collaboration Agreement.

3.2 Amendment to Schedule 2 (Milestone Fees) of the Collaboration Agreement Schedule 2 of the Collaboration Agreement shall be deleted in its entirety and replaced with the contents of Exhibit 2 to this Amendment Agreement.

3.3 Generation 2 Program; Clarification of Option. As set forth in Exhibit 1 to this Amendment Agreement, Adaptimmune will conduct one Phase 1/2 study for each of two Generation 2 Therapies. The JSC shall be responsible for selecting the two Generation 2 Therapies to advance to Phase 1/2 and approve the commencement of each Phase 1/2 study. In relation to the Option, the requirement for the Phase 1/2 Data Package for the Generation 2 Therapy in Section 6.1.1(i) shall be amended to mean the Phase 1/2 Data Packages for each of the first two Generation 2 Therapies that enter Clinical Phase.

3.4 Changes to Section 1 of the Collaboration Agreement

3.4.1 The following definitions shall be added to Section 1.1 of the Collaboration Agreement and shall also apply to the interpretation of this Amendment Agreement:

Amendment Agreement	means the Amendment Agreement dated [insert].
Clinical Phase	has the meaning given in Schedule 1.
Combination Partner	means the Third Party or potential Third Party in relation to which the JSC has agreed to perform a Generation 1 Combination Trial.
Commencement Date	means 2 February 2016.

Generation 1 Combination Trial(s)	means the clinical studies described in Schedule 1 under the heading "Generation 1 Combination Trials".
Non-synovial Sarcoma Study	means the activities set forth in Schedule 1 under the heading "Non-synovial Sarcoma Phase 1/2a".
Sarcoma Pivotal Trial	means the activities set forth in Schedule 1 under the heading "Sarcoma Pivotal Trial".

3.5 Generation 1 Combination Trial additional terms. The Development Plan provides that certain combination studies may be carried out. The following additional provisions shall apply to such Generation 1 Combination Trials and shall be added as additional sections 3.11 and 3.12 to the Collaboration Agreement:

"3.11 Performance of Generation 1 Combination Trials. The Development Plan for the Initial Target Program includes the performance of up to six (6) Generation 1 Combination Trials. The JSC shall agree on which of the six (6) Generation 1 Combination Trials shall be undertaken and the timing of when to commence such Generation 1 Combination Trials. A further two (2) Generation 1 Combination Trials may be recommended by the JSC, which may include combinations with a molecule Controlled by GSK; provided that notwithstanding anything to the contrary in the Agreement, neither Party shall have final say with respect to whether any of such further two (2) Generation 1 Combination Trials will be conducted and instead will require written agreement from both Parties prior to initiation in accordance with Section 16.8 of this Agreement. The following provisions shall apply in relation to all Generation 1 Combination Trials other than any Generation 1 Combination Trial in which a molecule Controlled by GSK is being used:

3.11.1 Adaptimmune will be responsible for negotiating and executing an agreement ("**Combination Agreement**") with the relevant Combination Partner in relation to the performance of any Generation 1 Combination Trial approved by the JSC. GSK will not be a party to such Combination Agreement.

3.11.2 GSK will enter into multi-party confidentiality agreements with Adaptimmune

and the relevant Combination Partner sufficient to enable discussion of any Generation 1 Combination Trial and Combination Agreements relating to such with the relevant Combination Partner. In addition, GSK will agree in writing to be bound by the obligations of confidentiality to the Combination Partner under the applicable Combination Agreement in order to permit the disclosure to GSK of data, results or other confidential information arising as a result of the performance of the Combination Agreement.

3.11.2 GSK will agree in writing with Adaptimmune to comply with any obligations or terms (a) which would or may transfer to GSK on exercise of the Initial Target Program Option or which are required to be imposed on GSK under the Combination Agreement and provided that GSK has agreed to accept such obligations or terms in writing during the negotiation of the relevant agreement between Adaptimmune and the relevant Combination Partner.

3.11.3 Adaptimmune will provide GSK with all term sheets for all Combination Agreements for GSK's review in a timely manner to allow GSK to provide comments. The parties will discuss GSK's comments and work together to incorporate all comments provided by GSK for Adaptimmune to provide a final term sheet for GSK's approval prior to the anticipated execution of the applicable Combination Agreement. For clarity, Adaptimmune will not execute any Combination Agreement or agree to any term sheet with any Combination Partner without GSK's prior written approval of the terms in such Combination Agreement or term sheet. In addition, any material changes to the Combination Agreement will require GSK's prior written approval. GSK will provide all such approvals described in this Section 3.11.3 in a timely manner and will not unreasonably withhold its approvals. Notwithstanding the foregoing, the terms of the Combination Agreement will include the following (and where not included, such exclusion being approved by GSK as described above):

(a) provisions relating to data access rights for GSK and provisions to ensure that all data generated from the Generation 1 Combination Trial is shared directly with GSK by Adaptimmune or the relevant Combination Partner in a timely manner;

(b) the ability for up to two representatives of GSK to attend all meetings with Regulatory Authorities as either adviser or observer, as appropriate, to the extent such meetings relate to the relevant Third Party Generation 1 Combination Trial;

(c) intellectual property provisions sufficient to enable GSK to use Intellectual Property Rights arising from the performance of the Generation 1 Combination Trial following GSK's exercise of the Initial Target Program Option to the extent required for exploitation of the resulting combination therapy, which for clarity will include (i) Adaptimmune's sole ownership of Intellectual Property Rights specific to the Therapy and/or Licensed Product used in the applicable Generation 1 Combination Trial, and (ii) Adaptimmune's joint ownership (with the relevant Combination Partner) of Intellectual Property Rights specific to the combination of the Therapy and/or Licensed Product together with the applicable Combination Partner product or molecule used in the Generation 1 Combination Trial. For clarity, Adaptimmune will not be required to obtain any right to use any Intellectual Property Rights specific to the Combination Partner product or molecule used in the Generation 1 Combination Trial other than in combination with the Licensed Product. All Intellectual Property Rights owned by or licensed to Adaptimmune under all Combination Agreements as described above will be licensable or sublicensable to GSK by Adaptimmune upon exercise of the Initial Target Program Option as Collaboration Program IP under clause 6.6.1(a);

(d) provisions providing GSK with the ability to attend meetings between Adaptimmune and the applicable Combination Partner where the design of any Generation 1 Combination Trial (including the protocol for such trial) or material or strategic decisions relating to such Generation 1 Combination Trial are discussed in

order to allow GSK the opportunity to directly input into such design and/or decisions. For clarity, where Adaptimmune and GSK do not agree on the input provided to the Collaboration Partner as described above, then as between GSK and Adaptimmune, GSK shall have final say in the same manner as if the dispute arose at the JSC and in accordance with Section 4.5. For clarity, GSK will not be involved in the day-to-day operations or project management decisions relating to the performance of any Third Party Generation 1 Combination Trial prior to exercise of Initial Target Program Option.

3.11.5 Adaptimmune will provide all SUSARs it receives and which arise from any Generation 1 Combination Trial to GSK as soon as possible after receipt, in each case such disclosure and use being subject to any restrictions or obligations in the Combination Agreement to which GSK has prior agreed.

3.11.6 In performing the Combination Agreement, Adaptimmune will use Commercially Reasonable Efforts to ensure that patient consent forms include provisions permitting the release of personal data and information to GSK.

3.12 To the extent the Parties or JSC as applicable agree to perform a Generation 1 Combination Trial using a GSK molecule prior to exercise by GSK of the Initial Target Program Option, a separate agreement will be agreed between GSK and Adaptimmune in relation to the performance of such Generation 1 Combination Trial. The agreement will include provisions for data sharing and use of data and results arising from the Generation 1 Combination Trial. Adaptimmune will conduct and sponsor the relevant Generation 1 Combination Trial. ***

."

3.6 **Combination Trials, changes to Option exercise**. The following Section 6.10A shall be added to the Collaboration Agreement:

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"6.10A On exercise of the Initial Target Program Option by GSK, GSK shall take over any obligations or responsibilities imposed under a Combination Agreement and in relation to which it has agreed to take over in accordance with Section 3.11.2. To the extent reasonably required or necessary for the taking over such obligations and responsibilities, GSK will timely execute any document or further agreement (including with the Combination Partner if applicable). The technology transfer provisions of Section 6.11 shall apply equally to results and data arising out of any Generation 1 Combination Trial, to the extent permitted in the relevant Combination Agreement."

3.7 **Sarcoma Commercialisation Option**. The following additional provisions shall be added to the Collaboration Agreement as follows:

"4.10A For clarity, the JSC shall not automatically cease until completion of all required performance of the Initial Development Plan by Adaptimmune in accordance with Section 6.11.3.

6.1.1A Commencing upon first site initiation for the Sarcoma Pivotal Trial, Adaptimmune shall grant and hereby grants to GSK an exclusive option ("**Sarcoma Commercialisation Option**") for GSK to have exclusive commercialisation rights in relation to the Generation 1 Therapy for use in patients with sarcoma (including each of synovial and non-synovial types). The Sarcoma Commercialisation Option shall expire on the date that is *** prior to the anticipated date for regulatory filing with the FDA for approval of the Generation 1 Therapy in sarcoma, which date shall not be earlier than *** ("**Commercialisation Option Date**"). The JSC will agree and regularly review the Commercialisation Option Date and whether such date should be delayed based on progress of the Sarcoma Pivotal Trial. If GSK does not exercise the Sarcoma Commercialisation Option by the Commercialisation Option Date, then promptly thereafter the Parties will discuss the reasons for failure to exercise on a timely basis and in good faith agree appropriate next steps for

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commercialisation of the Generation 1 Therapy in sarcoma (including compensation for Adaptimmune should Adaptimmune take forward such commercialisation and GSK subsequently exercises the Initial Target Program Option). For the avoidance of doubt, in the event that GSK exercises the Initial Target Program Option prior to the Commercialisation Option Date, the Sarcoma Commercialization Option shall expire and be of no further force and effect.

6.1.1B The Sarcoma Commercialisation Option is granted in addition to the Initial Target Program Option but shall not constitute an Option as defined under this Agreement. Where the Sarcoma Commercialisation Option is exercised and prior to any exercise by GSK of the Initial Target Program Option, Adaptimmune shall be responsible for preparing and submitting all filings necessary to be made with any Regulatory Authority (including without limitation BLAs and MAAs, as applicable) to obtain Regulatory Approvals (such filings collectively referred to as the "Regulatory Filings") in relation to the Generation 1 Therapy. For clarity, decisions related to countries in which Adaptimmune shall make Regulatory Filings shall be made by the JSC. Prior to submission of any Regulatory Filings with a Regulatory Authority, Adaptimmune shall consult with GSK via the JSC in the preparation and review of such Regulatory Filings. Adaptimmune will provide to GSK via the JSC a copy of all drafts of Regulatory Filings no less than *** days prior to filing with a Regulatory Authority to allow GSK to provide comments; provided, that where the requirements of the applicable Regulatory Authority do not allow for a *** day review period, Adaptimmune shall use Commercially Reasonable Efforts to provide GSK with a reasonable amount of time to provide comments prior to submitting the relevant Regulatory Filing. Adaptimmune will consult with and make all changes requested by GSK with respect to Regulatory Filings. Upon request of GSK, Adaptimmune will promptly provide to GSK a copy of any Regulatory Filing submitted to any Regulatory Authority. Adaptimmune shall own all Regulatory

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Filings and Regulatory Approvals; provided, that if GSK later exercises the Initial Target Program Option, Adaptimmune will transfer or facilitate transfer of all relevant Regulatory Filings or Regulatory Approvals to GSK to the extent such transfer is permitted and possible in accordance with Applicable Laws.

6.2A GSK may exercise the Sarcoma Commercialisation Option at any time prior to the Commercialisation Option Date by provision of written notice to Adaptimmune specifying that it wishes to exercise the Sarcoma Commercialisation Option. On receipt of such written notice Adaptimmune shall grant to GSK the licence on the terms set out in Section 6.6A.

6.6A Commencing on GSK's exercise of the Sarcoma Commercialisation Option and upon Adaptimmune obtaining Regulatory Approval of the Generation 1 Therapy for sarcoma (either the synovial or non-synovial type), Adaptimmune shall grant and hereby grants to GSK the following licenses: (a) an exclusive licence under Adaptimmune's interests in and to Collaboration Program IP and Joint Background to offer for sale and sell Licensed Products arising from the Initial Target Program within the scope of the Regulatory Approval for sarcoma (either the synovial or non-synovial type as applicable); and (b) an exclusive licence under the Adaptimmune Background solely to the extent necessary for GSK to offer for sale and sell Licensed Products arising from the Initial Target Program within the scope of the Regulatory Approval for sarcoma (either the synovial or non-synovial type as applicable). The licence shall continue until expiry of the Initial Target Program Option Period, or if earlier, exercise of the Initial Target Program Option by GSK, and is separate to any other licence granted under Section 6.6; provided, that, for clarity, if GSK exercises the Sarcoma Commercialisation Option and subsequently exercises the Initial Target Program Option, then the licenses granted to GSK under Section 6.6.1 shall apply to GSK's further commercialization of the Licensed Product as described above. Where GSK exercises the Sarcoma Commercialisation

Option but subsequently does not exercise the Initial Target Program Option prior to expiry of the Initial Target Program Option Period, GSK's right to commercialise the Licensed Product will terminate effective upon the expiry of the Initial Target Program Option or such later date as the Parties mutually agree to allow and provide for smooth transition of commercialization responsibility to transfer to Adaptimmune or its designee. The restrictions in Section 6.7 shall also apply to the licence granted under this Section 6.6A. The right to sublicence granted in Section 6.8 and any requirements applicable to such sublicensing shall apply equally to the licence granted under this Section 6.6A.

6.6B During the duration of the licence under Section 6.6A and to the extent necessary for GSK to sell Product under such licence, Adaptimmune will manufacture and supply the Licensed Product to GSK. The Parties will use good faith efforts to negotiate and timely agree the terms of a manufacturing and supply agreement for the supply of the Licensed Product ("**Sarcoma Supply Agreement**") and GSK shall pay to Adaptimmune a supply price equal to *** , such price to be further defined in the Sarcoma Supply Agreement. Where GSK exercises the Initial Target Program Option, the Parties will agree an amendment to the Sarcoma Supply Agreement to ensure continuity of supply of the Licensed Product to GSK for treatment of sarcoma patients, such amendment including provision for the transfer of responsibility for such manufacture to GSK and the timeframes for such transfer, such timeframes not to exceed two years from date of exercise of Initial Target Program Option. The Parties will also negotiate and agree a safety data exchange agreement at the same time as negotiation and agreement of the Sarcoma Supply Agreement.

9.15 Royalties shall be payable by GSK to Adaptimmune on any Net Sales of Licensed Product made after exercise of the Sarcoma Commercialisation Option and prior to the expiry of the licenses granted under Section 6.6A. The provisions of Sections 9.1 – 9.14 shall apply equally to such Net Sales."

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

3.8 **Early exercise of Initial Target Program Option**. The following provision shall be added to the Collaboration Agreement:

"6.11.3 If GSK exercises the Initial Target Program Option prior to completion of the Phase 1/2 Data Package for the Generation 1 Product and/or the Phase 1/2 Data Packages for the first two Generation 2 Therapies to enter Clinical Phase, Adaptimmune will continue to perform and be responsible for completion of any remaining items in the Initial Development Plan, unless GSK elects to take over responsibility by notice in writing to Adaptimmune. Where Adaptimmune is required to continue to perform the Initial Development Plan as described above, application of the provisions of Sections 6.11.1 and Sections 6.11.2 shall be suspended in relation to any remaining performance of the Initial Development Plan by Adaptimmune. The Parties will agree the timing for start of transfer of remaining items required under Section 6.11.1 and ceasing of suspension following completion of such Initial Development Plan by Adaptimmune (excluding any tasks elected to be taken over by GSK by notice in writing). Sections 6.11.1 and Sections 6.11.2 shall continue to apply in relation to any portions of the Initial Development Plan which have been completed."

4. GENERAL

4.1 Sections 15, 16.1, 16.2, 16.3, 16.4, 16.5, 16.7 and 16.11 of the Collaboration Agreement shall apply equally to this Amendment Agreement. Section 10.4 of the Collaboration Agreement shall apply mutatis mutandis to the terms of this Agreement.

4.2 This Amendment Agreement is governed by and shall be construed in accordance with English law.

4.3 This Amendment Agreement together with the Collaboration Agreement (incorporating

all schedules and exhibits) constitutes the entire agreement between the parties relating to its subject matter. Each party acknowledges that it has not entered into this Amendment Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Amendment Agreement or the Collaboration Agreement (as amended). Each party waives any claim for breach of this Amendment Agreement, or any right to rescind this Amendment Agreement in respect of, any representation which is not an express provision of this Amendment Agreement together with the Collaboration Agreement (as amended). Nothing in this clause excludes any liability which either party may have to the other (or any right which either party may have to rescind this Amendment Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Amendment Agreement.

The parties agree to enter into, and be bound by, this Amendment Agreement by their duly authorised representatives as of the Commencement Date.

SIGNED for and on behalf of **ADAPTIMMUNE LIMITED**:

/s/ James Noble (signature)

Director (position)

James Noble (name)

SIGNED for and on behalf of **GLAXOSMITHKLINE INTELLECTUAL PROPERTY DEVELOPMENT LIMITED**:

/s/ Paul Williamson (signature)

Authorised Signatory

For and on behalf of

Edinburgh Pharmaceutical Industries Limited Corporate

Director (position)

Paul Williamson (name)

EXHIBIT 1 — AMENDED DEVELOPMENT PLAN

SCHEDULE 1
DEVELOPMENT PLAN FOR INITIAL TARGET PROGRAM

***

Initial Target Program Generation 1
***

Ongoing Studies

Study Number	Indication
***	***
***	***
***	***
***	***

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***	***
***	***

Clinical
General:

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- ***
- ***
- ***
- Long-term follow-up strategy: ***

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Sarcoma Phase 1/2a: ***

Amend current protocol: ***

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Sarcoma Pivotal Trial: ***

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Non-synovial Sarcoma Phase 1/2a: ***

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Ovarian Phase 1/2a: ***

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Non-Small Cell Lung Cancer Phase 1/2a: ***

- Operational activities:
  - ***
  - ***
  - ***
  - ***

Generation 1 Combination Trials: ***

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

Indication	Combination Target	# of patients
***	***	***
***	***	***
***	***	***
***	***	***

***

Regulatory: ***

CMC, Analytical, Companion Diagnostic
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CMC - Version 1.5 and Version 2.0
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Manufacturing Process Changes V1.5

- List of Version 1.5 changes to the current Manufacturing Process (see Exhibit A for outline criteria)
  - Plasmids
    - ***
    - ***
    - ***
  - Vector
    - ***
    - ***
    - ***
    - ***
    - ***
  - T-cells
    - ***
    - ***
    - ***
    - ***
- **Development Plan**

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  - Plasmids
    - ***
    - ***
    - ***
  - Vector
    - ***
    - ***
    - ***
    - ***
    - ***
    - ***
    - ***
    - ***
  - T-cell enrichment
    - ***
  - Change of Media
    - ***
  - Documentation and reporting of findings for preparation of technology transfer documents and regulatory document.
- **Adoption and Comparability for Clinical use**
  - **CMO implementation of T-cell manufacturing changes**
    - ***

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· **Plasmid and Vector**
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Abbreviations:

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Companion Diagnostic: ***

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Sarcoma Patient Screening Assays V1.5 - Immunohistochemistry

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· **Timeline for Development**

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Analytical Development V1.5 — *

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· **Timeline for Development**

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· **Adoption and Comparability for Clinical use**

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· **Release/Potency Assay Development**

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· **Timeline for Development**
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CMC, Analytical and Diagnostic Regulatory: ***

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Initial Target Program Generation 2
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· **Project Selection**: ***

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· **Timeline:** ***

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· **Acceptance criteria/milestones:** ***

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· **Clinical Phase 1/2a Studies:** ***

· **Operational activities:**
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Maximum Resource/Costs (£)

*** :

Generation 1 Clinical:	
***	***
***	***
CMC:	
***	
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
Generation 2:	
***	***
***	***
***	***
TOTAL	***

Further details of the above costs are provided in the attached**Exhibit A to Schedule 1**

The overall costs for the Sarcoma Pivotal Trial, the Non-Synovial Sarcoma Study and the Generation 1 Combination Trials included in Amendment Agreement No. 2 are as follows:

Sarcoma Pivotal Trial: £***

Non-synovial Sarcoma Study: £***

Generation 1 Combination Trials ***

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Exhibit A to Schedule 1 — Maximum Resource/Costs (£) Detail

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EXHIBIT 2 — AMENDED SCHEDULE 2

Milestone Fees

DEVELOPMENT MILESTONES:

Subject to the terms and conditions set forth below in this Schedule 2 and Articles 8 and 9, GSK shall pay each of the non-refundable, non-creditable Milestone Fees to Adaptimmune that are set forth below upon the first occurrence of the corresponding milestone event with respect to any Collaboration Program or particular Licensed Product, as applicable. Each Milestone Fee shall be paid only one time per Collaboration Program regardless of how many Licensed Products or Therapies achieve the corresponding milestone event and no Milestone Fee shall be payable for any milestone event which is not achieved, except as otherwise provided below.

The Milestone Fees shall be payable as follows:

TABLE #1
Milestones for Initial Target Program
Generation 1 and Generation 2

	£M
Generation 2 Pre-clinical Milestones:	
JSC selection of up to four maximum lead priority Generation 2 programs as set forth in the Initial Development Plan	2.0
CMC milestones:	
***	***
***	***

***	***	
***	***	

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Generation 1 Clinical Milestones:

***	***	
First site initiation of protocol for Sarcoma Cohort 2 of the Phase I/IIa Sarcoma cancer study ("**Sarcoma Cohort 2**")		2.5
First site initiation of protocol for Sarcoma Cohort 3 of the Phase I/IIa Sarcoma study ("**Sarcoma Cohort 3**")		2.5
First site initiation of protocol for the Phase I/IIa NSCLC study included in the Initial Development Plan ("**NSCLC Study**")		2.5
***		2.5
***	***	
***	***	
***	***	
***	***	
Initiation of companion diagnostic development program as defined in the Initial Development Plan		2.0
***	***	

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Generation 2 Clinical Milestones:		**£M**
***	***	
***	***	
***	***	
***	***	
***	***	
***	***	
***	***	

Sarcoma Pivotal Trial Milestones:		**£M**
***	***	
***	***	
***	***	
***	***	
***	***	
***	***	
***	***	

Non-synovial Sarcoma Study Milestones:		**£M**
***	***	
***	***	
***	***	
***	***	
***	***	

Generation 1 Combination Trial Milestones:		**£M**
Per Generation 1 Combination Trial of *** patients		
***	***	
***	***	

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Subsequent Clinical Development Milestones (applicable to both Generation 1 and Generation 2 products)

***	***
***	***
***	***
***	***
***	***
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***	***
***	***
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***	***

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TABLE #2

Milestones for Second Target Program	£M
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***

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TABLE #3

	Milestones for Target Programs and HLA Programs (other than the Initial Target Program and Second Target Program)	Target Program (£M)	HLA Program (£M)
1	***	***	***
2	***	***	***
3	***	***	***
4	***	***	***
5	***	***	***
6	***	***	***
7	***	***	***
8	***	***	***
9	***	***	***
10	***	***	***
11	***	***	***
12	***	***	***
13	***	***	***
14	***	***	***

1. ***

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TABLE #4
Milestones for Target Programs (other than the Initial Target Program and Second Target Program)

		(£M)
5	***	***
6	***	***
7	***	***
8	***	***
9	***	***
10	***	***
11	***	***
12	***	***
13	***	***
14	***	***

14. ***

14.1 ***

14.2 ***

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SALES MILESTONES

Subject to the terms and conditions set forth below in this Schedule 2 and Articles 8 and 9,GSK shall pay to Adaptimmune each of the one-time, non-refundable, non-creditable Sales Milestone Fees on a Licensed Product-by-Licensed Product basis indicated below:

Sales Threshold Milestones:	**£M**
***	***
***	***
***	***
***	***

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RULES of the ADAPTIMMUNE LIMITED SHARE OPTION SCHEME (INCORPORATING MANAGEMENT INCENTIVE OPTIONS)

Adopted by the Company on 30 May 2008

Amended on 13 January 2016

MANCHES

Manches LLP
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RULES OF THE ADAPTIMMUNE LIMITED SHARE OPTION SCHEME (INCORPORATING ENTERPRISE MANAGEMENT INCENTIVE OPTIONS)

DEFINITIONS

1. In these Rules

(A) The following words or expressions bear the following meanings:-

"**the Act**"	means the Income and Corporation Taxes Act 1988;
"**the 2003 Act**"	means the Income Tax (Earnings and Pensions) Act 2003;
"**Associated Company**"	has the meaning given thereto by Section 416 of the Act;
"**the Auditors**"	means the auditors for the time being of the Company or in the event of there being joint auditors such one of them as the Directors shall select;
"**the Company**"	means Adaptimmune Limited registered in England under No 6456741;
"**Connected**"	means that the relevant individual is an employee or a director of, or a Consultant to, a Group Company;
"**Consultant**"	means any person who is providing consultancy services to a Group Company including, without prejudice to the generality of the foregoing, any member of any Scientific Advisory Board that may from time to time be established by the Company;
"**control**"	has the meaning given thereto by Section 840 of the Act;
"**Date of Grant**"	means the date on which an Option is granted under Rule 3;
"**Dealing Day**"	means a day on which the London Stock Exchange is open for the transaction of business;
"**the Directors**"	means the Board of Directors for the time being of the Company or a duly authorised Committee thereof or, in relation to any matter relating to a Rollover Option, the board of directors of the Parent Company or a duly authorised committee thereof;
"Disqualifying Event"	has the meaning given thereto by sections 533 to 539 of the 2003 Act;
"**Eligible Person**"	means, in relation to the grant of an Option which is not an EMI Option, any employee or Director of a Group Company or any Consultant and in relation to the grant of an EMI Option, a person who satisfies the eligibility criteria set out in Rule 2;
"**EMI Option**"	means an Option which is a qualifying option to acquire shares for the purposes of Chapter 9 of Part 7 of the 2003 Act;
"**Existing Share Option**"	means a right to acquire Shares already in issue pursuant to this Scheme and for the time being subsisting;
"**the Grantor**"	means the person by whom an Option has been granted pursuant to the Rules of this Scheme;

"**the Group**"	means the Company and its subsidiaries;
"**Group Company**"	means a company which is a member of the Group and includes the Company, whether or not it has any subsidiaries at the relevant time;
"**HMRC**"	means HM Revenue & Customs;
"**the London Stock Exchange**"	means London Stock Exchange plc;
"**Market Value**"	(a) in respect of any shares which are admitted to the Official List of the London Stock Exchange, means the average (rounded up where necessary to the nearest whole penny) of the middle market quotations of such a share as derived from the Daily Official List of the London Stock Exchange for the three Dealing Days immediately preceding the relevant Date of Grant; and (b) in respect of any other shares, has the same meaning as in Part VIII of the Taxation of Chargeable Gains Act 1992 and where such shares comprise Shares in respect of which it is proposed that an Option be granted, their value shall be determined prior to, and for the purposes of, such grant by the Directors;
"**New Share Option**"	means a right to subscribe for Shares pursuant to this Scheme and for the time being subsisting;

"**N.I. Regulations**"	means the laws, regulations and practices currently in force relating to liability for and the collection of National Insurance contributions;
"**Option**"	means a New Share Option or an Existing Share Option;
"**Option Agreement**"	means the agreement executed in respect of the grant of an Option pursuant to Rule 3(D);
"**Option Holder**"	means a person holding an Option, including, where the context so admits, his Personal Representatives;
"**Option Holder's Employer**"	means such member of the Group as is the Option Holder's employer or, if he has ceased to be employed within the Group, was his employer or such other member of the Group, or other person as, under the PAYE Regulations or, as the case may be, the N.I. Regulations, or any other statutory or regulatory enactment (whether in the United Kingdom or otherwise), is obliged to account for any Option Tax Liability;
"**Option Price**"	means the price per Share payable on the exercise of an Option as determined by the Directors under these Rules;
"**Option Shares**"	means the Shares over which an Option subsists;
"**Option Tax Liability**"	means, in relation to an Option Holder, any liability of the Option Holder's Employer to account to HMRC or any other tax authority for any amount of, or representing, income

	tax or National Insurance contributions(including employer's secondary contributions) or any other tax, charge, levy or other sum whether under the laws of the United Kingdom or otherwise which may arise on the grant, exercise, assignment or release of the Option or the acquisition of Shares under this Scheme;
"**ordinary share capital**"	means all the issued share capital (by whatever name called) of a company other than capital the holders whereof have a right to a dividend at a fixed rate but have no other right to share in the profits of the company;
"Parent Company"	means Adaptimmune Therapeutics plc, registered in England under no. 9338148;
"**the PAYE Regulations**"	means the regulations made under section 684 of the 2003 Act or any legislation in force prior to the 2003 Act coming into force;
"**Performance Option**"	means an Option the exercise of which is normally subject to attainment of a Performance Target;
"**the Performance Period**"	means, in relation to a Performance Option, the period over which the performance of the Company and/or any other condition is to be measured as mentioned in Rule 6(A) for the purposes of determining whether and to what extent the Performance Target is met;
"**the Performance Target**"	means the condition or conditions imposed on the exercise of an Option pursuant to Rule 6 as amended and varied from time to time;

"Personal Representatives"	means, in relation to an Option Holder, the personal representatives of the Option Holder (being either the executors of his will to whom a valid grant of probate has been made or, if he dies intestate, the duly appointed administrator(s) of his estate) who have produced to the Company evidence of their appointment as such;
"**Qualifying Subsidiary**"	means a subsidiary which satisfies the conditions of paragraph 11 of Schedule 5 to the 2003 Act;
"Rollover Option"	means an option granted by the Parent Company in exchange for the release of an Option granted by the Company;
"**SSCBA**"	means the Social Security Contributions and Benefits Act 1992;
"**this Scheme**"	means this scheme as constituted in accordance with these Rules as from time to time amended in accordance with these Rules;
"**Shares**"	means fully paid irredeemable ordinary shares in the capital of the Company for the time being; and
"**subsidiary**"	means a company which is both under the control of the Company and which is a subsidiary of the Company within the meaning of Section 736 of the Companies Act 1985.

(B) Where the context so admits or requires the singular includes the plural and the masculine includes the feminine and neuter and vice versa.

(C) References to Rules are to Rules of this Scheme.

(D) A reference to any Act, statute or statutory provision shall include a reference to any statutory modification, amendment or re-enactment thereof.

(E) For the purposes of this Scheme, unless the context otherwise requires:

(1) a Performance Option shall be deemed to have become vested when the notice referred to in Rule 8(C) has been given to the Option Holder by the Directors in respect of that Performance Option, and

(2) any Option other than a Performance Option shall be deemed to have become vested on the first date on which it is exercisable pursuant to Rule 8(B).

(F) A reference to writing or written includes faxes, email and other forms of electronic communication that can be read.

2. **ELIGIBILITY FOR EMI OPTIONS**

(A) A person is eligible to be granted an EMI Option if (and only if) he is an employee of the Company or a Qualifying Subsidiary and his committed time to the relevant company amounts to at least 25 hours a week, or if less, 75% of his working time, in compliance with paragraph 26 of Schedule 5 to the 2003 Act.

(B) A person is not eligible to be granted an EMI Option at any time when he is not eligible to participate in the Scheme by virtue of paragraph 28 of Schedule 5 to the 2003 Act *(no material interest requirement).*

3. **GRANT OF OPTIONS**

(A) The Grantor may, on such dates as it shall determine, grant Options to such Eligible Persons as it may in its absolute discretion select.

(B) The Grantor may impose a condition preventing the exercise of an Option unless the Option Holder shall have entered into a Deed of Adherence (in such form as may be required by the Company) with the Company and all persons who at the

date of exercise of the Option are holders of shares in the capital of the Company whereby the Option Holder becomes a party to any Shareholders' Agreement or other document having a similar effect which is in force between the Company and all persons who at the date of exercise of the Option are holders of shares in the capital of the Company.

(C) The Grantor may also specify that the exercise of any Option shall be subject to such objective conditions (in addition to any Performance Target and any condition imposed pursuant to Rule 3(B)) as it may think fit.

(D) An Option shall be granted by the Grantor and the Option Holder executing as a Deed an agreement which shall specify the following:-

(1) if such be the case, that the Option is to be an EMI Option granted in accordance with the provisions of Schedule 5 to the 2003 Act;

(2) the Date of Grant;

(3) the Grantor;

(4) the number of Option Shares;

(5) the Option Price;

(6) any Performance Target and Performance Period imposed pursuant to Rule 6 and any other condition imposed under Rule 3(B) or Rule 3(C);

(7) that it is a term of the Option that the Option Holder agrees to indemnify the Grantor and the Option Holder's Employer in respect of any Option Tax Liability and against any liability of the Option Holder's Employer to account to HMRC or any other tax authority for any amounts of, or representing, income tax or National Insurance contributions (including employer's second Class 1 contributions to the extent permitted by law from time to time) which

may arise as a result of the operation of Part 7 of the 2003 Act in relation to any shares acquired pursuant to the exercise of the Option;

(8) the first date on which the Option may be exercised in whole or in part pursuant to Rule 8(B);

(9) the last date on which the Option may be exercised by reason of Rule 8(A);

(10) how the Option may be exercised; and

(11) details of any restrictions attaching to the Option Shares;

and shall otherwise be in such form as the Grantor may from time to time determine.

(E) The Grantor may require that, subject to Rule 3(F), the Option Holder shall agree and undertake with the Company or with any other company which is the Option Holder's Employer that:

(1) he shall join with the Option Holder's Employer in making an election , in such terms and such form as the Option Holder's Employer may require, subject to approval by HMRC as provided in paragraphs 3A and 3B of Schedule 1 to the SSCBA for the transfer to him of the whole of any liability of the Option Holder's Employer to employer's secondary Class I National Insurance contributions payable in respect of any gain realised upon the exercise, assignment or release of the Option;

(2) he shall join with the Option Holder's Employer in making an election , in such terms and such form as the Option Holder's Employer may require, subject to such approval by HMRC as may from time to time be required by law , for the transfer to him of the whole of any liability of the Option Holder's Employer to employer's secondary Class I National Insurance contributions payable in respect of any relevant employment income (as defined in the SSCBA) of the Option Holder;

(3) he shall, if so required by the Company by notice in writing at any time before the Option is exercised, join with the Option Holder's Employer in making an election , in such terms and such form as the Option Holder's Employer may require, subject to such approval by HMRC as may from time to time be required by law, prior to the acquisition of any Shares on

the exercise of the Option, under Section 431 of the 2003 Act for the full disapplication of Chapter 2 of the 2003 Act in relation to any shares acquired on the exercise of the Option.

(F) The provisions of Rule 3(E) shall not have effect on any occasion if to do so would contravene the provisions of the SSCBA or of any regulations made under that Act.

(G) The date of the agreement executed pursuant to Rule 3(D) shall be taken for all purposes of this Scheme as the Date of Grant in respect of the relevant Option.

(H) An Option shall not be granted by any person other than the Company without the prior approval of the Directors.

4. **OPTION PRICE**

(A) Subject to Rule 4(B) and any adjustment being made pursuant to Rule 14, the Option Price shall be determined by the Directors (with the prior consent of the Grantor, where appropriate).

(B) In the case of a New Share Option, the Option Price shall not be less than the nominal value of a Share.

5. **NON-TRANSFERABILITY OF OPTIONS**

(A) During his lifetime only the individual to whom an Option is granted may exercise that Option.

(B) An Option shall immediately cease to be exercisable and shall lapse if:-

(1) it is transferred or assigned (other than to the Personal Representatives of the Option Holder), mortgaged, charged or otherwise disposed of by the Option Holder; or

(2) the Option Holder is adjudged bankrupt or an interim order is made because he intends to propose a voluntary arrangement to his creditors under the Insolvency Act 1986; or

(3) the Option Holder makes or proposes a voluntary arrangement under the Insolvency Act 1986, or any other scheme or arrangement in relation to his debts, with his creditors or any section of them; or

(4) the Option Holder is otherwise deprived (except on death) of the legal or beneficial ownership of the Option by operation of law or by doing or omitting to do anything which causes him to be so deprived.

6. **PERFORMANCE TARGETS**

(A) If the Directors (with the prior consent of the Grantor, where appropriate) so determine, the exercise of an Option shall be conditional upon the performance of any one or more of the Company, any other Group Company, the Group, any division of the Company or any other Group Company or the Option Holder or some other objective condition measured over a Performance Period and against such objective criteria as may be determined by the Directors.

(B) Any such Performance Target and the Performance Period applicable shall be specified in the relevant Option Agreement.

(C) Any such Performance Target may provide that the Option shall become vested in respect of a given number or proportion of the Option Shares according to whether, and the extent to which, any given Performance Target is met or exceeded.

(D) After an Option has been granted the Directors may (with the consent of the Grantor, where appropriate) in appropriate circumstances, amend the Performance Target imposed pursuant to Rule 6(A) (and/or any other conditions(s) imposed under Rule 3(B) or Rule 3(C) (together "the Targets")) PROVIDED THAT no such amendment shall be made unless an event has occurred or events have occurred in consequence of which the Directors reasonably consider that the terms of the existing Targets should be so amended for the purpose of ensuring that either the objective criteria against which the performance of the Group and/or any Group Company and/or any division and/or the Option Holder will then be measured will be a fairer measure of such performance or that any amended Targets will afford a more effective incentive to Option Holders and will be no more difficult to satisfy than were the Targets when first set.

(E) After an Option has been granted the Directors (with the consent of the Grantor, where appropriate) may, in appropriate circumstances, waive altogether any requirement that Targets be met as a condition of exercise of an Option PROVIDED THAT no such waiver shall be made unless an event or events have occurred in consequence of which the Directors reasonably consider that the terms of the existing Targets no longer afford an effective incentive to the Option Holder.

(F) The provisions of Rules 6(D) and 6(E) shall not detract from, and shall be subject to, the provisions of Rule 10(D).

(G) If, in consequence of a Performance Target being met, an Option becomes vested in respect of some but not all of the Option Shares, it shall thereupon lapse and cease to be exercisable in respect of the balance of the Option Shares.

(H) The number of Shares in respect of which an Option shall become vested on any occasion shall be rounded to the nearest whole number.

7. **LIMITS**

(A) Unless permitted by Schedule 5 to the 2003 Act or such other legislation as may from time to time govern the granting of EMI Options, no person shall be granted EMI Options which would, at the time they are granted, result in that person exceeding the £120,000 maximum entitlement as prescribed in paragraph 5 of Schedule 5 to the 2003 Act.

(B) Unless permitted by Schedule 5 to the 2003 Act or such other legislation as may from time to time govern the granting of EMI Options, no person shall be granted EMI Options which would, at the time that they are granted, result in the Company exceeding the £3,000,000 maximum value of shares prescribed in paragraph 7 of Schedule 5 to the 2003 Act.

(C) A Grantor may only grant EMI Options whilst the requirements of Schedule 5 to the 2003 Act are met and if any of the requirements are not met, the Option shall continue to subsist but not as an EMI Option.

(D) For the avoidance of doubt, the limitations under this Rule 7 do not apply to Options which are not EMI Options.

8. **EXERCISE OF OPTIONS**

(A) An Option shall not in any event be exercised later than the day immediately preceding the tenth anniversary of the Date of Grant or such earlier date as may be specified in the relevant Option Agreement.

(B) Subject to the following provisions of this Rule and Rules 10, 12 and 13, an Option may not be exercised earlier than such time or times shall be specified in the relevant Option Agreement.

(C) Save as otherwise provided in the following provisions of this Rule and Rules 10, 12 and 13, a Performance Option may only be exercised after the Company has notified the Option Holder that such Option has become vested in respect of such number or proportion of the Option Shares as the Company shall specify in such notice. Within 10 working days of receipt of a written request from an Option Holder the Company shall confirm to the Option Holder by notice in writing whether and to what extent any Option held by him has become vested.

(D) Except as mentioned in Rules 8(E), 8(F) and 8(G) and 10 an Option may not be exercised at any time, unless the Option Holder is then Connected with a Director of a Group Company.

(E) If an Option Holder ceases to be Connected with a Group Company by reason of:-

(1) retirement on or after reaching the age of 65 or the age at which the Option Holder is anticipated to retire in accordance with the terms of his contract of employment; or

(2) injury, ill-health or disability (evidenced to the satisfaction of the Directors; or

(3) the transfer of a business or part of a business to a person who is not a member of the Group; or

(4) the fact that the company by which he is employed is no longer a member of the Group.

then, subject to Rule 10, an Option granted to him may be exercised during the six month period beginning with the date of cessation and if not then exercised shall lapse, provided that, subject to the provisions of Rule 10(D):-

(i) a Performance Option may be exercised only in respect of such proportion of the Option Shares (if any) in respect of which the Option had become vested at the date on which the Option Holder ceased to be Connected with a Group Company or such greater proportion as the Directors may determine and notify to the Option Holder in writing prior to the expiry of the six month period referred to above;

(ii) an Option the exercise of which is subject to the satisfaction of a condition imposed pursuant to Rule 3(C) may only be exercised if such condition has been satisfied or, if it has not been satisfied, to the extent that the Directors may determine and notify to the Option Holder in writing prior to the expiry of the six month period referred to above; and

(iii) an Option which is neither a Performance Option nor an Option the exercise of which is subject to the satisfaction of a condition imposed pursuant to Rule 3(C) may be exercised only in respect of such number of Shares in respect of which it had become vested at the date on which the Option Holder ceased to be Connected with a Group Company or such greater number of Shares as the Directors may determine and notify to the Option Holder in writing prior to the expiry of the six month period referred to above.

(F) Subject to Rule 8(A) if an Option Holder dies whilst he is Connected with a Group Company an Option granted to him may be exercised by his Personal Representatives within the period of twelve months beginning with the date of his death, and, if and insofar as the Option is not then exercised, it shall lapse and cease to be exercisable at the end of that period, provided that, subject to the provisions of Rule 10(D):-

(i) a Performance Option may be exercised only in respect of such proportion of the Option Shares (if any) in respect of which the Option

had become vested at the date of death of the Option Holder or such greater proportion as the Directors may determine and notify to the Option Holder's Personal Representatives in writing prior to the expiry of the twelve month period referred to above;

(ii) an Option the exercise of which is subject to the satisfaction of a condition imposed pursuant to Rule 3(C) may only be exercised if such condition had been satisfied at the date of the Option Holder's death or, if it has not been satisfied, to the extent that the Directors may determine and notify to the Option Holder's Personal Representatives in writing prior to the expiry of the twelve month period referred to above;

(iii) an Option which is neither a Performance Option nor an Option the exercise of which is subject to the satisfaction of a condition imposed pursuant to Rule 3(C) may be exercised only in respect of such number of Shares in respect of which it had become vested at the date of the Option Holder's death or such greater number of Shares as the Directors may determine and notify to the Option Holder's Personal Representatives in writing prior to the expiry of the twelve month period referred to above.

(G) If an Option Holder gives or receives notice to terminate his employment by, or consultancy with, any member of the Group or ceases to be Connected with any member of the Group for any reason other than those set out in Rule 8(E) or Rule 8(F) then an Option granted to him may only be exercised (if at all) in relation to such proportion of the Option Shares, and (subject to Rule 8(A)) within such period, as the Directors shall (with the consent of the Grantor, where appropriate) determine and notify to the Option Holder and shall otherwise lapse and cease to be exercisable on the date of cessation, or, if earlier, the date of the notice of such cessation PROVIDED THAT unless such determinations are made by the Directors within the period of three months beginning with the date on which the Option Holder so ceases (or, if earlier gives or is given notice of such cessation) then such Option may not be exercised and shall be deemed to have lapsed and ceased to be exercisable as from the date of such cessation or, if earlier, the date on which notice of such termination was given or received.

(H) A female Option Holder whose employment has been terminated in circumstances such that, pursuant to the Employment Rights Act 1996, she has a right to return to work, shall be deemed for the purposes of this Rule 8 as not

having ceased to be employed within the Group until such time as she is no longer capable, pursuant to that Act, of exercising a right to return to work and shall be deemed not to have ceased to be employed if she exercises that right.

(I) Notwithstanding Rule 8(B), if a Disqualifying Event occurs which would result in an Option ceasing to be an EMI Option, the Directors, may, at their discretion, allow the Option Holder to exercise the Option during the period ending 40 days after the occurrence of the Disqualifying Event. To the extent not so exercised, the Option shall remain exercisable (subject to the rules of the Scheme) but shall no longer be an EMI Option.

9. **MANNER OF EXERCISE OF OPTIONS**

(A) In order to exercise an Option in whole or in part, the Option Holder (or, as the case may be, his Personal Representatives) must deliver to the Company (acting as agent of the Grantor) a notice in writing (in the form prescribed by the Company and which can be in electronic form) specifying the number of Shares in respect of which the Option is being exercised. Such notice shall be accompanied by payment in full for those shares in respect of which the Option is exercised (save to the extent the Option Holder enters into other arrangements satisfactory to the Company for the payment of any such sum).

(B) In the event of an Option being exercised in part only, the balance of the Option not thereby exercised shall continue to be exercisable in accordance with these Rules.

(C) The Grantor shall not be obliged to issue, transfer or procure the transfer of any Shares or any interest in any Shares under this Scheme unless and until the Option Holder has paid to the Grantor or the Option Holder's Employer such sum as is, in the opinion of the Grantor or Option Holder's Employer (as appropriate), sufficient to indemnify the Grantor or the Option Holder's Employer in full against any Option Tax Liability or has made such other arrangement as, in the opinion of the Grantor, will ensure that the Option Holder will satisfy his liability under such indemnity.

(D) The Grantor shall have the right not to issue, transfer or procure the transfer to or to the order of an Option Holder the aggregate number of Shares to which the Option Holder would otherwise be entitled but to retain out of such aggregate

number of Shares such number of Shares as, in the opinion of the Grantor, will enable the Grantor to sell as agent for the Option Holder (at the best price which can reasonably be expected to be obtained at the time of sale) and to pay over to the Option Holder's Employer sufficient monies out of the net proceeds of sale, after deduction of all fees, commissions and expenses incurred in relation to such sale, to satisfy the Option Holder's liability under such indemnity.

(E) The provisions of Rules 9(C) and 9(D) shall not apply in relation to the issue or transfer of Shares on any occasion if, before the date of issue or transfer, the Option Holder has either:-

(1) paid to the Option Holder's Employer a sum which in the opinion of the Option Holder's Employer is, or will be, sufficient to satisfy the Option Holder's

liability under the indemnity referred to in Rule 9(C); or

(2) entered into arrangements with the Option Holder's Employer which, in the opinion of the Option Holder's Employer, will ensure that such liability is satisfied within such period as the Option Holder's Employer may determine.

(F) The Company shall be entitled to satisfy any New Share Option in whole or in part by procuring that the relevant number of Shares are transferred to the Option Holder upon the exercise of his Option.

(G) Subject to Rules 9(C) to (E), as soon as practicable and in any event not more than thirty days after receipt by the Company of a notice exercising a New Share Option accompanied by the relevant Option Agreement and the appropriate payment, the Shares in respect of which the New Share Option has been exercised and in respect of which the Company has not exercised its rights pursuant to Rule 9(F) shall be issued by the Company.

(H) Subject to Rules 9(C) to (E), as soon as practicable and in any event not more than thirty days after receipt by the Grantor of a notice exercising an Existing Share Option or (where the Company has exercised its rights pursuant to Rule 9(F)) by the Company of a notice exercising a New Share Option, in each case in accordance with Rule 9(A), the person transferring shares to the Option Holder shall lodge with the Company a transfer of the number of Shares which

are to be transferred to the Option Holder pursuant to the exercise of his Option together with a certificate covering such Shares (if applicable).

(I) The Company shall be responsible for any stamp duty payable by an Option Holder in respect of the transfer of any Shares to him pursuant to the exercise of an Option.

(J) If, under the terms of a resolution passed or an announcement made by the Company prior to the date of exercise of an Option, a dividend is to be paid or is proposed to be paid to the holders of Shares on the register of members in respect of a record date prior to such date of exercise, any Shares to be allotted upon such exercise shall not rank for such dividend and any dividend payable upon Shares which are to be transferred pursuant to such exercise shall be retained by the transferor. Subject as aforesaid, the Shares so allotted shall be identical to and shall rank pari passu in all respects with the fully paid shares of the same class in issue on the date of such exercise.

(K) All allotments and issues of Shares shall be subject to any necessary consents of HM Treasury or other authorities in the United Kingdom or elsewhere under enactments or regulations for the time being in force and it shall be the responsibility of the Option Holder to comply with any requirements to be fulfilled in order to obtain or obviate the necessity for any such consent.

(L) If Shares are at the date of exercise of an Option listed on the London Stock Exchange or are dealt in on some other public securities market the Company shall at its own expense make the appropriate application for the Shares allotted pursuant to the exercise of such Option to be admitted to the Official List of the London Stock Exchange or to be dealt in on the relevant public securities market (as the case may be).

10. **TAKEOVERS**

(A) Subject to Rules 8(A), 10(C), 10(D) and 11, if, as a result of either:-

(1) a general offer to acquire the whole of the ordinary share capital of the Company which is made on a condition such that if it is satisfied the person making the offer will have control of the Company; or

(2) a general offer to acquire all the shares in the Company of the same class as the Shares

the Company shall come under the control of another person or persons, the Option Holder shall, whether or not he subsequently or in consequence of the change in control ceases to be Connected with any member of the Group for any reason, be entitled to exercise his Option within the period of four months of the date when the person making the offer has obtained control of the Company and any condition subject to which the offer is made has been satisfied to the extent that his Option shall have vested at such date and to the extent that the Option is not exercised it shall lapse and cease to be exercisable.

(B) For the purposes of the preceding provisions of this Rule a person shall be deemed to have control of the Company if he and others acting in concert with him have together obtained control of it.

(C) An Option Holder shall be entitled to exercise in accordance with Rule 10(A) any Performance Option which has been granted to him unless the Option Agreement pursuant to which such Performance Option was granted provides that such Performance Option may only be exercised pursuant to Rule 10(A) to the extent that it shall have vested at the date on which control of the Company is obtained.

(D) Notwithstanding Rules 10(A) and 10(C), if a person makes such an offer as is referred to in Rule 10(A) or an offer to acquire the whole or substantially the whole of the Company's business, the Directors may, in their absolute discretion and by notice in writing to all Option Holders, declare all outstanding Options to be exercisable during a limited period specified by the Directors in the notice, whether or not any Performance Targets or conditions imposed under Rules 3(B) or 3(C) have been satisfied and whether or not Options shall have vested. If the Directors so declare, all outstanding Options may be exercised at any time during such period. If not exercised, the Options shall lapse immediately upon the expiry of such period.

11. **QUALIFYING EXCHANGE OF SHARES**

(A) The provisions of Rule 11(B) shall have effect, and Rule 10(A) shall not apply if another company obtains all the shares of the Company as a

result of a "qualifying exchange of shares" (as mentioned in paragraph 40 of Schedule 5 to the 2003 Act) and the Option Holder is invited to release his rights under his Option in consideration of the grant to him of rights ("the New Option") which are equivalent but relate to shares in the acquiring company and the requirements of paragraphs 42 and 43 of Schedule 5 to the 2003 Act would be met in relation to the New Option.

(B) If the Option Holder does not agree to release his rights under his Option in consideration of the grant to him of such New Option then his Option shall lapse

and cease to be exercisable at the end of the period within which the Option Holder could have accepted such invitation.

12. **DEMERGERS AND RECONSTRUCTIONS**

(A) Subject to Rule 8(A), if notice is given to shareholders of the Company of a proposed demerger of any member of the Group, Options which are not capable of immediate exercise may then be exercised (notwithstanding that any Performance Target or other condition imposed under Rule 3(B) or 3(C) is not then satisfied) over such number or proportion of the Option Shares as the Directors (with the consent of the Grantor, if it is not the Company) may then determine and notify to Option Holders and within such period as the Directors may specify in such notice to Option Holders SAVE THAT no such notice to Option Holders shall be given unless the Auditors have confirmed in writing to the Grantor that (disregarding any Performance Target subject to which any Option is then exercisable) the interests of Option Holders would or might be substantially prejudiced if before the proposed demerger has effect Option Holders could not exercise their Options and be registered as the holders of the Shares thereupon acquired and to the extent Options are not exercised they shall lapse at the end of the specified period.

(B) Subject to Rule 8(A), if the court sanctions a compromise or arrangement proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation pursuant to section 425 of the Companies Act 1985 Options which are not capable of immediate exercise may, within the period of commencing on the date on which the court sanctions the compromise or arrangement and ending with the date upon which it becomes effective, be exercised (notwithstanding that any Performance Target or other condition imposed under Rule 3(B) or Rule 3(C) is not then satisfied)

over such number or proportion of the Option Shares as the Directors (with the consent of the Grantor, if not the Company) may then determine and notify to Option Holders and to the extent that Options remain unexercised when the compromise or arrangement becomes effective, all Options shall lapse.

13. **WINDING-UP**

(A) Subject to Rule 8(A), if notice is duly given of a General Meeting at which a resolution will be proposed for a voluntary winding-up of the Company except for the purposes of reconstruction or amalgamation, any Option which shall have vested at the date of such notice shall be exercisable in whole or in part (but so that any exercise hereunder shall be conditional upon such resolution being passed) at any time thereafter until the resolution is duly passed or defeated or the Meeting concluded or adjourned sine die, whichever shall first occur. If such resolution is duly passed an Option shall, to the extent that it has not been exercised, thereupon lapse.

(B) An Option shall lapse immediately in the event of the Company being wound-up otherwise than in the event of a voluntary winding-up.

14. **VARIATION OF CAPITAL**

(A) In the event of any increase or variation of the share capital of the Company by way of capitalisation or rights issue, sub-division, consolidation or reduction, the Company shall make such adjustments as it considers fair and reasonable.

(B) An adjustment made under this Rule shall be to one or more of the following:-

(1) the number and nominal value of Shares in respect of which any Option may be exercised;

(2) the Option Price;

(3) where an Option has been exercised but no Shares have been allotted, the number of Shares which may be allotted and the subscription price payable for each Share.

(C) No adjustment shall be made such as to result in the subscription price payable for any Share under any New Share Option being reduced to less than the nominal value of that Share.

(D) As soon as reasonably practicable after making any adjustment, the Company shall give notice in writing thereof to any Option Holder affected thereby.

15. **GENERAL**

(A) The provisions contained or incorporated in the Company's Articles of Association for the time being with regard to the service of notices on members shall apply mutatis mutandis to any notice to be given under this Scheme to an Option Holder.

(B) The Company shall at all times keep available for issue sufficient authorised and unissued Shares to satisfy all rights from time to time subsisting under Options granted pursuant to this Scheme, taking account of any other obligations of the Company to allot and issue unissued Shares.

(C) The decision of the Directors in any disputes relating to an Option or matter relating to this Scheme shall be final and conclusive.

(D) The costs of introducing and administering this Scheme shall be borne by the Company.

(E) This Scheme shall be administered by the Directors, and the Directors shall have power from time to time to make or vary regulations for the administration and operation of this Scheme provided that such regulations are not inconsistent with these Rules.

(E1) Notwithstanding Rule 15(E), or anything else to the contrary in these Rules, any matter to be determined in relation to a Rollover Option granted to, or held by, the Company's Chief Executive Officer or its other executive officers must be determined or recommended to the full board of the Parent Company for determination either by:

(1) independent directors constituting a majority of the Parent Company's board's independent directors in a vote in which only independent directors participate; or

(2) a compensation committee comprised solely of independent directors.

This Rule 15(E1) shall be interpreted in accordance with the NASDAQ Listing Rules, save that "independent director" shall mean a person who is both an independent director within the meaning of the NASDAQ Listing Rules and a non-employee director within the meaning of Rule16b-3 under the Securities Exchange Act of 1934 of the United States (the "Exchange Act").

(E2) Subject always to Rule 15(E1), the Directors may delegate their powers to such person or persons as they determine, and on such terms as they determine, provided that the Directors may not delegate their powers and authority to the Chief Executive Officer or other executive officer of the Parent Company with regard to decisions concerning the timing, pricing or amount of a Rollover Option granted to or held by an officer, director and other person subject to Section 16 of the Exchange Act.

(F) This Scheme shall not form part of any contract of employment or consultancy agreement between any Eligible Person and any Group Company and shall not confer on any Eligible Person any legal or equitable rights whatsoever against any such company nor give rise to any claim or cause of action at common law under statute or in equity.

(G) The grant of an option shall not form part of the Option Holder's entitlement to remuneration or benefits pursuant to his contract of employment or count as wages or remuneration for pension purposes nor does the existence of a contract of employment between any person and any Group Company give such person any right or entitlement to have an Option granted to him in respect of any number of Shares or any expectation that an Option might be granted to him whether subject to any conditions or at all.

(H) The rights and obligations of an Option Holder under the terms of his contract of employment shall not be affected by the grant of an Option or his participation in this Scheme.

(I) The rights granted to an Option Holder upon the grant of an Option shall not afford the Option Holder any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment or consultancy with any Group Company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).

16. **VARIATIONS AND TERMINATION**

(A) The Directors may from time to time in their absolute discretion subject to paragraphs (B) and (C) of this Rule waive or amend such of the Rules of this Scheme as they deem desirable.

(B) No modification or alteration shall be made which would abrogate or alter adversely the subsisting rights of Option Holders unless it is made:

(1) with the consent in writing of such number of Option Holders as hold Options under the Scheme to acquire 75 per cent of the Shares which would be issued or transferred if all Options granted and subsisting under the Scheme were exercised; or

(2) by a resolution at a meeting of Option Holders passed by not less than 75 per cent of the Option Holders who attend and vote either in person or by proxy, and for the purposes of this Rule 17(B) the Option Holders shall be treated as a separate class of share capital and the provisions of the Articles of Association of the Company relating to class meetings shall apply mutatis mutandis.

(C) The Directors may terminate this Scheme at any time, but Options granted prior to such termination shall continue to be valid and exercisable in accordance with these Rules.

17. **HMRC REQUESTS**

The Company shall provide to HMRC (within such time limit as the HMRC directs) any information in relation to this Scheme or the grant of Options under it and an Option Holder shall:-

(1) promptly provide to the Company such information as it may reasonably request; and

(2) consent to the Company providing such information concerning him to HMRC for the purpose of complying with such request from HMRC.

18. **EMI**

(A) Except as described in this Rule, the Rules of this Scheme shall apply to EMI Options in exactly the same way as they apply to other Options.

(B) The Company shall give notice to HMRC within 92 days of the Date of Grant of an EMI Option in a form complying with paragraph 44 of Schedule 5 to the 2003 Act.

(C) No warranty, representation or undertaking of any nature is given to the holder of an EMI Option that the EMI Option is a qualifying option for the purposes of the 2003 Act or that a disqualifying event will not occur in relation to an EMI Option. Neither the Directors, the Company nor any other person shall be liable to the Option Holder for any loss of whatsoever nature resulting from the failure for any reason of an Option granted as an EMI Option to meet the conditions of Schedule 5 to the 2003 Act, whether such failure results from the inadvertent or deliberate act of the Directors, the Company or any other person or for any other reason whatsoever.

19. **GOVERNING LAW**

This Scheme and all Options granted hereunder shall be governed by and construed in accordance with English law.

**RULES of the ADAPTIMMUNE LIMITED 2014 SHARE OPTION SCHEME
(INCORPORATING ENTERPRISE MANAGEMENT
INCENTIVE OPTIONS)**

Adopted by the Company on 11 April 2014

Amended on 13 January 2016

CONTENTS

**RULES OF THE ADAPTIMMUNE LIMITED 2014 SHARE OPTION SCHEME
(INCORPORATING ENTERPRISE MANAGEMENT INCENTIVE OPTIONS)**

1. DEFINITIONS

1.1 In these Rules, unless the context otherwise requires, the following words and expressions have the meanings set opposite them:

"Auditors"	the auditors for the time being of the Company or in the event of there being joint auditors such one of them as the Board shall select;
"Board"	the board of directors from time to time of the Company (or the directors present at a duly convened meeting of such board) or a duly authorised committee of directors appointed by that board of directors to carry out any of its functions under this Scheme, or, in relation to any matter relating to a Rollover Option, the board of directors from time to time of the Parent Company (or the directors present at a duly convened meeting of such board) or a duly authorised committee of directors appointed by that board of directors to carry out any of its functions under this Scheme;
"Company"	Adaptimmune Limited, a company incorporated and registered in England with number 6456741;
"Connected"	means that the relevant individual is an employee or a director of a Group Company;
"control"	except as otherwise provided, has the meaning given in Section 719 of ITEPA 2003;
"Date of Grant"	the date on which an Option is granted as provided in Rule 3.6;
"Disqualifying Event"	has the meaning given in sections 533 to 539 of ITEPA 2003;
"Eligible Person"	in relation to the grant of an Option which is not an EMI Option, any employee or director of a Group Company and in relation to the grant of an EMI Option, any employee of a Group Company who satisfies the eligibility criteria set out in Rule 2;
"EMI Notice"	a notice of an option which must be given to HMRC for that Option to be an EMI Option and which complies with the requirements of paragraph 44 of Schedule 5 to ITEPA 2003;
"EMI Option"	an Option which is a **"qualifying option"** as defined in paragraph 1(2) of Schedule 5 to ITEPA 2003;

"Employer NICs"	any secondary class 1 (employer) national insurance contributions (or any similar liability for social security contribution in any jurisdiction) that the Option Holder's Employer is liable to pay as a result of any Taxable Event (or which such person would be liable to pay in the absence of an election of the type referred to in Rule 9.2(b)) and which may be lawfully recovered from the Option Holder.
"Existing Share Option"	a right to acquire Shares that are already in issue, at the Option Price, pursuant to and in accordance with the Rules, which has neither lapsed nor been fully exercised;
"Grantor"	the person granting an Option pursuant to the Rules of this Scheme which may be: (a) the Company; or (b) the trustees of an employee benefit trust authorised by the Board to grant Options at the relevant time, subject to Rule 3.7; or (c) any other person authorised by the Board to grant Options at the relevant time, subject to Rule 3.7;
"the Group"	the Company and its subsidiaries from time to time;
"Group Company"	a company which is a member of the Group and includes the Company, whether or not it has any subsidiaries at the relevant time;
"HMRC"	HM Revenue & Customs;
"ITEPA 2003"	the Income Tax (Earnings and Pensions) Act 2003;
"Listing"	the listing of the securities of the Company on the London Stock Exchange plc (including for the avoidance of doubt the AIM Market) or any recognised investment exchange (as defined in section 285 of the Financial Services and Market Act 2000) including NASDAQ and NASDAQ Europe and their respective share dealing markets and the Listing shall be treated as occurring on the day on which trading in the securities of the Company begins;
"New Share Option"	a right to subscribe for Shares at the Option Price pursuant to and in accordance with these Rules which has neither lapsed nor been fully exercised;
"N.I. Regulations"	the laws, regulations and practices from time to time in force relating to liability for and the collection of National Insurance contributions;

"Option"	a New Share Option or an Existing Share Option;
"Option Agreement"	a written agreement executed in respect of the grant of an Option pursuant to Rule 3.4;
"Option Holder"	a person holding an Option, including, where applicable, his Personal Representatives;
"Option Holder's Employer"	such Group Company as is the Option Holder's employer or, if he has ceased to be employed within the Group, was his employer or such other Group Company, or other person as, under the PAYE Regulations or, as the case may be, the N.I. Regulations, or any other statutory or regulatory enactment (whether in the United Kingdom or otherwise), is obliged to account for any Tax Liability;
"Option Price"	the price, as from time to time determined by the Board (with the prior consent of the Grantor, where appropriate), at which each Share subject to an Option may be acquired on the exercise of that Option which, if Shares are to be newly issued to satisfy the exercise of the Option, shall not be less than the nominal value of a Share;
"Option Shares"	the Shares over which an Option subsists;
"ordinary share capital"	all the issued share capital (by whatever name called) of the Company other than capital the holders whereof have a right to a dividend at a fixed rate but have no other right to share in the profits of the Company;
"Parent Company"	Adaptimmune Therapeutics plc, a company incorporated and registered in England with number 9338148;
"PAYE Regulations"	the regulations made under section 684 of ITEPA 2003;
"Performance Option"	an Option the exercise of which is subject to attainment of a Performance Target;
"Performance Period"	in relation to a Performance Option, the period (as determined by the Board) over which the performance of the Company and/or any other condition is to be measured for the purposes of determining whether and to what extent the Performance Target is met;
"Performance Target"	the condition or conditions imposed on the exercise of an Option pursuant to Rule 5 as amended and varied from time to time in accordance with these

Rules;

"Personal Data" any personal information which could identify an Option Holder, including but not limited to, the Option Holder's:

(a) date of birth;

(b) home address;

(c) telephone number;

(d) e-mail address;

(e) National Insurance number (or equivalent); or

(f) Options under the Scheme or any other employee share scheme operated by the Company.

"Personal Representatives" in relation to an Option Holder, the personal representatives of the Option Holder (being either the executors of his will to whom a valid grant of probate has been made or, if he dies intestate, the duly appointed administrator(s) of his estate) who have produced to the Company evidence of their appointment as such;

"Qualifying Subsidiary" a subsidiary which satisfies the conditions of paragraph 11 of Schedule 5 to ITEPA 2003;

"Relevant Restriction" a provision included in any contract, agreement, arrangement or condition (including the articles of association of the Company) to which any of sections 423(2), 423(3) or 423(4) of ITEPA 2003 would apply if references in them to employment related securities were references to Shares;

"Rollover Option" an option granted by the Parent Company in exchange for the release of an Option granted by the Company;

"Sale" an unconditional agreement being entered into for the sale to a person other than a Group Company of the whole, or substantially the whole, of the business and assets of the Company;

"Scheme" this share option scheme as constituted and governed by these Rules, as from time to time amended in accordance with these Rules;

"Shares" fully paid irredeemable shares in the ordinary share capital of the Company. For these purposes, shares:

(a) will not be fully paid-up if there is any

undertaking to pay cash to the Company at a future date for those Shares; and

(b) shall be treated as redeemable if they may become so at a future date;

"subsidiary" a company which is a subsidiary of the Company within the meaning of Section 1159 of the Companies Act 2006, except that any company that is a subsidiary under section 1159(1)(b) or section 1159(c) shall not cease to be a subsidiary for the purposes of these Rules (in particular, the definitions of Group, Group Company, Qualifying Subsidiary and Eligible Person) when shares in that subsidiary held by the Company (or by another subsidiary) are registered in the name of:

(a) another person (or its nominee) solely by way of security or in connection with the taking of security; or

(b) the Company's (or another subsidiary's) nominee;

"Sufficient Shares" the smallest number of Shares which, when sold at the best price which can reasonably be expected to be obtained at the time of sale, will produce an amount at least equal to the relevant Tax Liability (after deduction of brokerage and any other charges or taxes on the sale);

"Takeover" the Company coming under the control of a person or persons as mentioned in Rule 11;

"Taxable Event" any event or circumstance that gives rise to a liability for the Option Holder to pay income tax and National Insurance contributions or either of them (or their equivalents in any jurisdiction) in respect of:

(a) the Option, including its exercise, its assignment or surrender for consideration, or the receipt of any benefit in connection with it;

(b) any Shares (or other securities or assets):

(i) earmarked or held to satisfy the Option;

(ii) acquired on exercise of the Option;

(iii) acquired as a result of holding the Option; or

(iv) acquired in consideration of the

assignment or surrender of the Option; or

(c) any securities (or other assets) acquired or earmarked as a result of holding Shares (or other securities or assets) mentioned in (b); or

(d) any amount due under PAYE in respect of securities or assets within (a) to (c) above, including any failure by the Option Holder to make good such an amount within the time limit specified in section 222 of the ITEPA 2003.

"Tax Liability" the total of:

(a) any income tax and primary class 1 (employee) National Insurance contributions (or their equivalents in any jurisdiction) for which the Option Holder's Employer may be liable to account (or reasonably believes it is or may be liable to account) as a result of any Taxable Event; and

(b) any Employer National Insurance contributions that any employer (or former employer) of the Option Holder is or may be liable to pay (or reasonably believes it is or may be liable to pay) as a result of any Taxable Event which can be recovered lawfully from the Option Holder;

"Vested Shares" Shares which, subject to the following rules of this Scheme, may be acquired by the exercise of an Option in accordance with these Rules either immediately or at some future time in consequence of either:

(a) the time that has elapsed since the Date of Grant; or

(b) one or more Performance Targets having been met.

"Vesting Schedule" such one or more time-based conditions as may be specified by the Board in the Option Agreement as mentioned in Rules 5.1 and 5.2.

1.2 Where the context so admits or requires, the singular includes the plural and the masculine includes the feminine and neuter and vice versa.

1.3 References to Rules are to Rules of this Scheme as from time to time amended in accordance with their provisions.

1.4 A reference to a statute or statutory provision is a reference to it as in force at the relevant time, taking account of any amendment, extension or re-enactment

and includes any subordinate legislation in force and made under it.

1.5 References to "**writing**" and "**written**" includes faxes, email and other forms of electronic communication which can be read.

1.6 A reference to a "person" includes any individual, firm, body corporate, unincorporated association, partnership, joint venture, government or state or agency of state (whether or not having a separate legal personality).

1.7 Headings shall not affect the interpretation of these Rules.

2. ELIGIBILITY FOR EMI OPTIONS

2.1 A person is eligible to be granted an EMI Option if (and only if) he is an employee of the Company or a Qualifying Subsidiary and his committed time to the relevant company amounts to at least 25 hours a week, or if less, 75% of his "working time" (as that expression is defined by paragraph 27(1) of Schedule 5 to ITEPA 2003), and which includes time which the employee would have been required to so spend but for injury, ill health, disability, pregnancy, childbirth, maternity, paternity or parental leave, reasonable holiday entitlement or not being required to work during a period of notice of termination, in compliance with paragraph 26 of Schedule 5 to ITEPA 2003.

2.2 A person is not eligible to be granted an EMI Option at any time when he is not eligible to participate in the Scheme by virtue of paragraph 28 of Schedule 5 to ITEPA 2003 *(no material interest requirement).*

3. GRANT OF OPTIONS

3.1 Subject to the limitations and conditions of this Scheme, in its absolute discretion, any Grantor may, on such dates as it shall determine, grant Options (whether or not intended to be EMI Options) to such Eligible Persons as it may in its absolute discretion select.

3.2 Options:

3.2.1 may not be granted at any time when such grant would be prohibited by, or in breach of, any law or regulation with the force of law; or

3.2.2 which are intended to be EMI Options shall only be granted when the Company is a qualifying company as defined in paragraph 8 of Schedule 5 to ITEPA 2003.

3.3 The Grantor may impose a condition preventing the exercise of an Option unless the Option Holder shall have entered into a Deed of Adherence (in such form as may be required by the Company) with the Company and all persons who at the date of exercise of the Option are holders of shares in the capital of the Company whereby the Option Holder becomes a party to any Shareholders' Agreement or other document having a similar effect which is in force between the Company and all persons who at the date of exercise of the Option are holders of shares in the capital of the Company.

3.4 An Option shall be granted by the Grantor and the Option Holder executing as a deed an agreement, in such form as the Board may from time to time determine. Each Option Agreement shall:

3.4.1 if such be the case, specify that the Option is intended to be an EMI Option and is granted in accordance with the provisions of Chapter 9 of

Part 7 of and Schedule 5 to ITEPA 2003;

3.4.2 specify the Date of Grant;

3.4.3 identify the Grantor;

3.4.4 specify the number and class of Shares over which the Option is granted;

3.4.5 specify the Option Price;

3.4.6 specify any Performance Target and Performance Period imposed pursuant to Rule 5 (and any restrictions that apply to the variation or waiver of any such Performance Target) and any condition imposed under Rule 3.3;

3.4.7 specify the Vesting Schedule applicable to the Option;

3.4.8 specify the last date on which the Option may be exercised (subject to Rule 7.1) and assuming that the Option is not exercised earlier and no event occurs to cause the Option to lapse earlier;

3.4.9 specify how the Option may be exercised;

3.4.10 specify details of any Relevant Restrictions attaching to the Option Shares;

3.4.11 specify that the Option is subject to these Rules;

3.4.12 include the terms required by Rule 9.1, Rule 9.2 and Rule 9.7;

3.4.13 include the power of attorney required by Rule 10.8; and

3.4.14 include a term giving effect to Rule 3.9.

3.5 No amount shall be paid by an Eligible Employee for the grant of an Option.

3.6 The date of the agreement executed pursuant to Rule 3.4 shall be taken for all purposes of this Scheme as the Date of Grant in respect of the relevant Option.

3.7 An Option shall not be granted by any person other than the Company without the prior approval of the Board and such person will only be authorised to grant Options after it has entered into as irrevocable undertaking to the Company for the benefit of the Company and an Option Holder's Employer that such person will fulfil its obligations as Grantor under these Rules.

3.8 In the case of an EMI Option, within 30 days after the Date of Grant, the Option Holder shall correctly complete, sign and date the relevant EMI Notice and return it to the Option Holder's Employer.

3.9 If an Option Holder granted an EMI Option does not correctly complete, sign and date the relevant EMI Notice and return it to the Option Holder's Employer within 60 days after the Date of Grant the relevant Option shall automatically lapse at the end of that period.

3.10 The Option Holder's Employer shall, in respect of any Option intended to be an EMI Option:

3.10.1 send an original of the duly completed EMI Notice so as to be received by the Small Company Enterprise Centre of HMRC within the period of 92 days after the relevant Date of Grant (or such other period as may be specified by paragraph 44 of Schedule 5 to ITEPA 2003 at the relevant time); and

3.10.2 keep each Option Agreement available for inspection by HMRC at any time.

3.11 The Option Agreement shall serve as evidence of the grant of the Option and accordingly no certificates shall be issued to the Option Holder.

4. OPTION PRICE

4.1 Subject to Rule 3.4 and any adjustment being made pursuant to Rule 15, the Option Price shall be determined by the Board (with the prior consent of the Grantor, where appropriate).

4.2 In the case of a New Share Option, the Option Price shall not be less than the nominal value of a Share.

5. VESTING SCHEDULE AND PERFORMANCE TARGETS

5.1 An Option may be granted subject to either, or both, a Vesting Schedule and Performance Targets as the Board shall determine.

5.2 An Option may be granted on terms that different proportions of the Option Shares shall respectively become Vested Shares if the Option Holder holds continuous employment within the Group throughout such different periods, beginning with the Date of Grant, as the Board shall specify in the Option Agreement.

5.3 An Option may be granted on terms that the extent to which the Option Shares become Vested Shares shall depend upon the extent to which one or more Performance Targets specified in the Option Agreement is attained (so that if and insofar as any such Performance Target is not attained, the Option shall then lapse and cease to be exercisable in respect of the proportion of Option Shares which does not then become Vested Shares).

5.4 A Performance Target may be specified to apply to the whole or part only of an Option.

5.5 After an Option has been granted the Board may (with the consent of the Grantor, where appropriate) amend a Vesting Schedule so as to bring forward the time at which any Option Shares shall become Vested Shares or vary any Performance Target imposed pursuant to Rule 5.1 PROVIDED THAT no such variation shall be made unless an event has occurred or events have occurred in consequence of which the Board reasonably considers that the terms of the existing Performance Targets should be so varied for the purpose of ensuring that either the objective criteria against which the performance of the Group and/or any Group Company and/or any division and/or the Option Holder will then be measured will be, in the reasonable opinion of the Board, a fairer measure of such performance or that any varied

Performance Target will afford a more effective incentive to Option Holders and will be no more difficult to satisfy than was the Performance Target when first set.

5.6 After an Option has been granted the Board may (with the consent of the

Grantor, where appropriate), waive in whole or in part any requirement that a Performance Target be met as a condition of exercise of an Option PROVIDED THAT no such waiver shall be made unless an event or events have occurred in consequence of which the Board reasonably considers that the terms of the existing Performance Target no longer afford an effective incentive to the Option Holder.

5.7 The Board shall determine whether, and to what extent, any Performance Targets have been satisfied.

5.8 If an Option is subject to any Performance Target, the Board shall notify the Option Holder (and the Grantor, if not the Company) within a reasonable time after the Board becomes aware of the relevant information:

5.8.1 whether (and, if relevant, to what extent) the Performance Target has been satisfied and the relevant Option has therefore vested;

5.8.2 of any subsequent change in whether, or the extent to which, the Performance Target has been satisfied;

5.8.3 when that Performance Target has become incapable of being satisfied, in whole or in part; and

5.8.4 of any waiver or variation of that Performance Target under Rule 5.5 or 5.6.

5.9 The number of Shares in respect of which an Option shall become vested on any occasion shall be rounded to the nearest whole number.

5.10 If, in consequence of a Performance Target being met, an Option becomes vested in respect of some but not all of the Option Shares, it shall thereupon lapse and cease to be exercisable in respect of the balance of the Option Shares if such Performance Target is incapable of being met in respect of the balance of such Option Shares.

6. LIMITS

6.1 Unless permitted by Schedule 5 to ITEPA 2003 or such other legislation as may from time to time govern the granting of EMI Options, no person shall be granted EMI Options which would, at the time they are granted, result in that person exceeding the £250,000 maximum entitlement as prescribed in paragraph 5 of Schedule 5 to ITEPA 2003 (or such other amount as may be specified by Schedule 5 to ITEPA 2003 at the relevant time).

6.2 Unless permitted by Schedule 5 to ITEPA 2003 or such other legislation as may from time to time govern the granting of EMI Options, no person shall be granted EMI Options which would, at the time that they are granted, result in the Company exceeding the £3,000,000 maximum value of shares prescribed in paragraph 7 of Schedule 5 to ITEPA 2003 (or such other amount as may be specified by Schedule 5 to ITEPA 2003 at the relevant time).

6.3 A Grantor may only grant EMI Options whilst the requirements of Schedule 5 to ITEPA 2003 are met and if any of the requirements are not met, the Option shall continue to subsist but not as an EMI Option.

6.4 For the avoidance of doubt, the limitations under this Rule 6 do not apply to Options which are not EMI Options.

7. EXERCISE AND LAPSE OF OPTIONS

7.1 An Option shall not in any event be exercised later than 5.00 pm GMT on the day immediately preceding the tenth anniversary of the Date of Grant or such earlier date as may be specified in the relevant Option Agreement and shall lapse if not exercised by such date.

7.2 Subject to Rules 7.43, 7.54, 7.5, 11.2 and 13.2, an Option may only be exercised (if at all) after the earliest of the occurrence of:-

7.2.1 a Takeover;

7.2.2 a Sale;

7.2.3 a Listing; or

7.2.4 the expiry of the period of one hundred and fourteen months commencing on the first day of the month in which the Date of Grant occurs.

7.3 Subject to Rules 11.2 and 13.2 an Option may only ever be exercised in respect of Vested Shares or such greater proportion of the Option Shares as may be notified in writing to the Option Holder by the Board before or within 14 days after the date on which the Option becomes exercisable in accordance with Rule 7.2 or Rule 7.5.

7.4 Except as mentioned in Rules 7.6, 11 and 13 or as otherwise provided in the relevant Option Agreement an Option may not be exercised unless the Option Holder is at the time of exercise Connected with a Group Company.

7.5 Notwithstanding the provisions of Rule 7.2 the Board may in its absolute discretion, by notice in writing to the relevant Option Holder (or, where appropriate, his Personal Representatives), allow an Option to be exercised in the absence of a Takeover, a Sale or a Listing and, in such notice, shall specify the period within which that Option may be exercised and may specify alternative conditions which must be satisfied before the Option may be exercised.

7.6 If an Option Holder ceases to be Connected with any member of the Group then an Option granted to him may only be exercised (if at all) in relation to such proportion of the Option Shares, and (subject to Rule 7.1) within such period, as the Board shall (with the consent of the Grantor, where appropriate) determine and notify to the Option Holder (or, where appropriate, his Personal Representatives) and shall otherwise lapse and cease to be exercisable on the date of cessation **PROVIDED THAT** unless such determinations are made by the Board prior to the expiry of the period of three months beginning with the date on which the Option Holder ceases to be so Connected then such Option may not be exercised and shall be deemed to have lapsed and ceased to be exercisable as from the date of such cessation.

7.7 Save for the express requirements of Rules 7.5 and 7.6 there are absolutely no restrictions (or implied restrictions) under these Rules or otherwise on the Board's freedom to make whatever decision it wishes (or no decision at all) under Rules 7.5 and 7.6. In doing so, the Board may take into account (or disregard) whatever factors it wishes. An Option Holder shall have no entitlement to, and m not claim, compensation or damages (or any other remedy) from any Group Company or any

former Group Company in respect of any Board decision under

Rules 7.5 or Rule 7.6 (or any failure by the Board to consider making a decision).

7.8 An Option shall immediately lapse and cease to be exercisable:

7.8.1 if, in the case of an EMI Option, within the period of 60 days commencing on the Date of Grant, the Option Holder does not correctly complete, sign and return the relevant EMI Notice and return it to the Option Holder's Employer;

7.8.2 subject to Rules 7.6, 11 and 12, if the Option Holder ceases to be Connected with any member of the Group for any reason (including death);

7.8.3 if the Board shall have exercised its discretion pursuant to Rule 7.5 and the relevant Option shall not have been validly exercised within the period allowed for exercise as specified by the Board pursuant to Rule 7.5, at the end of that period;

7.8.4 if the Board shall have exercised its discretion pursuant to Rule 7.6 and the relevant Option shall not have been validly exercised within the period allowed for exercise and specified by the Board pursuant to Rule 7.6, at the end of that period;

7.8.5 at 5.00pm GMT on the day preceding the tenth anniversary of the Date of Grant;

7.8.6 if the Option (or any rights under it) is transferred or assigned (other than to the Personal Representatives of the Option Holder on the death of the Option Holder), mortgaged, charged or any other security interest created over it or otherwise disposed of by the Option Holder or the Option Holder attempts to do any such thing;

7.8.7 if the Option Holder is adjudged bankrupt under Part IX of the Insolvency Act 1986, or applies for an interim order under Part VIII of the Insolvency Act 1986, or proposes or makes a voluntary arrangement under Part VIII of the Insolvency Act 1986, or takes similar steps, or is similarly affected under the laws of any jurisdiction that correspond to those provisions of the Insolvency Act 1986;

7.8.8 at the end of the 40 day period referred to in Rule 11.1 or, if earlier, at the end of any period specified by the Board pursuant to Rule 11.2;

7.8.9 at the end of the 40 day period referred to in Rule 13.1 or, if earlier, at the end of any period specified by the Board pursuant to Rule 13.2;

7.8.10 if any Performance Target to which the Option is subject becomes incapable of being attained by the end of the relevant Performance Period.

8. MANNER OF EXERCISE OF OPTIONS

8.1 An Option shall be exercised in whole or in part by the Option Holder (or, as the case may be, his Personal Representatives) delivering to the Company (acting as agent of the Grantor) a written exercise notice (in such form prescribed by the Board from time to time, which can, without limitation, be in electronic form) specifying the number of Shares in respect of which the Option is being exercised. Such notice shall be accompanied by the payment of an amount equal to the

Exercise Price multiplied by the number of Shares specified in the exercise notice in respect of which the Option is exercised and by any payment required under Rule 9 and/or any documentation relating to arrangements or agreements required under Rule 9 (save to the extent the Option Holder enters into other arrangements satisfactory to the Company for the payment of any such sum in relation to the Exercise Price and/or any sum required to be paid under Rule 9).

8.2 Where an Option is exercised in part only the balance of the Option not thereby exercised shall continue to be exercisable in accordance with these Rules and the relevant Option Agreement.

8.3 Any exercise notice shall be invalid:

8.3.1 to the extent that it is inconsistent with the Option Holder's rights under these Rules and/or the Option Agreement; and

8.3.2 if any of the requirements of Rule 8.1 are not met; or

8.3.3 if any payment referred to in Rule 8.1 is made by a cheque that is not honoured on first presentation or in any other manner which fails to transfer the expected value to the Company.

8.4 A notice to exercise an Option by an Option Holder will be invalid:

8.4.1 when any Group Company has begun disciplinary proceedings against the relevant Option Holder which have not been concluded; or

8.4.2 while any Group Company is investigating the relevant Option Holder's conduct and may as a result begin disciplinary proceedings; or

8.4.3 while there is a breach of the relevant Option Holder's contract of employment which entitles any Group Company to dismiss the Option Holder (whether or not the Group Company is aware of that breach); or

8.4.4 at any time when the relevant Option Holder is no longer employed by a Group Company but the Option remains capable of exercise, if there was a material breach of the Option Holder's employment contract:

(a) of which no Group Company was aware (or not fully aware) until after:

(i) the time when the Option Holder ceased employment; and

(ii) the time when the Board decided to permit the exercise of the Option following the Option Holder's cessation of employment (if such permission has been granted); and

(b) which would have prevented the grant or exercise of the Option, had any Group Company been aware (or fully aware) of that breach at the relevant time.

8.5 The Board shall treat Option Holders fairly and reasonably when making decisions or taking steps under Rule 8.4.

8.6 The Company may permit the Option Holder to correct any defect referred to in

Rule 8.3.2 or 8.3.3 (but shall not be obliged to do so). The date of any corrected exercise notice shall be the date of the correction rather than the original notice date for all other purposes of the Scheme.

8.7 The Company shall be entitled to satisfy any New Share Option in whole or in part by procuring that the relevant number of Shares are transferred to the Option Holder upon the exercise of his Option.

8.8 Subject to the other Rules of this Scheme, as soon as practicable and in any event not more than 30 days after receipt by the Company of a valid notice exercising a New Share Option, the Shares in respect of which the New Share Option has been exercised and in respect of which the Company has not exercised its rights pursuant to Rule 8.6 shall be allotted and issued by the Company.

8.9 Subject to the other Rules of this Scheme, as soon as practicable and in any event not more than 30 days after receipt by the Grantor of a notice exercising an Existing Share Option or (where the Company is exercising its rights pursuant to Rule 8.7) by the Company of a valid notice exercising a New Share Option, the person transferring shares to the Option Holder shall lodge with the Company a transfer of the number of Shares which are to be transferred to the Option Holder pursuant to the exercise of his Option together with the share certificate(s) covering such Shares (if applicable) and the Company shall register such transfer. Shares transferred in satisfaction of the exercise of an Option shall be transferred free of any lien, charge or other security interest, and with all rights attaching to them, other than any rights determined by reference to a date before the date of transfer.

8.10 The Company shall be responsible for any stamp duty payable by an Option Holder in respect of the transfer of any Shares to him pursuant to the exercise of an Option.

8.11 Except for any rights determined by reference to a date before the date of allotment, Shares allotted and issued in satisfaction of the exercise of an Option shall rank equally in all respects with the other shares of the same class in issue at the date of allotment.

8.12 If Shares are at the date of exercise of an Option listed on any stock exchange, the Company shall at its own expense apply to the appropriate body for the Shares allotted pursuant to the exercise of such Option to be listed and/or admitted to trading on that exchange.

9. TAX LIABILITIES

9.1 Each Option Agreement shall include the Option Holder's irrevocable agreement to:

(a) pay to the Option Holder's Employer the amount of any Tax Liability; or

(b) enter into arrangements to the satisfaction of the Option Holder's Employer for payment of any Tax Liability.

9.2 Unless the Option Holder's Employer directs that it shall not, each Option Agreement shall include the Option Holder's irrevocable agreement that:

(a) the Option Holder's Employer may recover the whole or any

part of any Employer NICs from the Option Holder; and

(b) at the request of the Option Holder's Employer, the Option Holder shall elect (using a form approved by HMRC) that the whole or any part of the liability for Employer NICs shall be transferred to the Option Holder.

9.3 The Board may decide to release the Option Holder from, or not to enforce any part of the Option Holder's obligations in respect of Employer NICs under Rule 9.1 and 9.2.

9.4 If an Option Holder does not fulfil his obligations under either Rule 9.1(a) or Rule 9.1(b) in respect of any Tax Liability arising from the exercise of an Option within seven days after the date of exercise and Shares are readily saleable at that time, the Grantor shall withhold Sufficient Shares from the Shares which would otherwise be delivered to the Option Holder. From the net proceeds of sale of those withheld Shares, the Granter shall pay to the Option Holder's Employer an amount equal to the Tax Liability and shall pay any balance to the Option Holder. The Option Holder's obligations under Rule 9.1(a) and Rule 9.1(b) shall not be affected by any failure of the Company to withhold Shares under this Rule 9.4.

9.5 Option Holders shall have no rights to compensation or damages on account of any tax or national insurance contributions liability which arises or is increased (or is claimed to arise or be increased) in whole or in part because of:

(a) any decision of HMRC that an Option does not meet the requirements of Schedule 5 ITEPA 2003 and is therefore not an EMI Option, however that decision may arise;

(b) any Disqualifying Event, however that event may be caused; or

(c) the timing of any decision by the Board to permit the exercise of an Option under Rule 7.5 or Rule 7.6.

9.6 Each Option Agreement shall include the Option Holder's irrevocable agreement to enter into a joint election, under section 431(1) or section 431(2) of ITEPA 2003, in respect of the Shares to be acquired on exercise of the relevant Option, if required to do so by the Company or Option Holder's Employer, on or before any date of exercise of the Option.

9.7 Each Option Agreement shall include a power of attorney appointing the Company as the Option Holder's agent and attorney for the purposes of Rule 9.4 and Rule 9.6.

10. NON-TRANSFERABILITY OF OPTIONS

10.1 During his lifetime, only the individual to whom an Option is granted may exercise that Option. Options (and any rights arising under them) may not be transferred or

assigned or have any charge or other security interest created over them.

11. TAKEOVERS

11.1 Subject to Rules 7.1, 11.2, and 12, if any person ("**the Controller**") acquires control of the Company as a result of:

11.1.1 making an offer to acquire the whole of the issued share capital of the

Company which is made on a condition such that, if it is satisfied, the Controller will (on its own account or acting together with others) have control of the Company; or

11.1.2 making an offer to acquire all the shares in the Company which are of the same class as the Shares (on its own account or acting together with others); or

11.1.3 entering into a share sale and purchase agreement which will result in the Controller obtaining Control of the Company upon completion (on its own account or acting together with others);

the Option Holder shall, whether or not he subsequently or in consequence of the change in control ceases to be Connected with any Group Company for any reason but subject to the provisions of Rules 7.1, 7.2 and 7.3, be entitled to exercise his Option in whole or in part within the period of 40 days beginning with the date when the Controller has obtained control of the Company and (if relevant) any condition subject to which the offer is made has been satisfied and to the extent that the Option is not exercised within such period it shall lapse and cease to be exercisable.

11.2 Notwithstanding Rule 11.1, if a person makes such an offer as is referred to in Rule 11.1.1 or 11.1.2 or negotiates a share sale and purchase agreement with the shareholders of the Company which will result in a change in control, the Board may, in its absolute discretion and by notice in writing to all Option Holders, declare all outstanding Options to be exercisable in respect of all Option Shares which would become Vested Shares upon such change of control in anticipation of the change in control during a reasonable limited period specified by the Board in the notice (which period shall end immediately before the Controller obtains control of the Company, if it has not already ended). If the Board so declares, all outstanding Options may be exercised at any time during such period. If not exercised, the Options shall lapse immediately upon the expiry of such period.

12. QUALIFYING EXCHANGE OF SHARES

12.1 The provisions of Rule 12.2 shall have effect, and Rule 11.1 shall not apply if another company obtains all the shares of the Company as a result of a "qualifying exchange of shares" (falling within paragraph 40 of Schedule 5 to ITEPA 2003) and the Option Holder is invited to release his rights under his Option in consideration of the grant to him of rights (the "**Replacement Option**") which are equivalent but relate to shares in the acquiring company and the requirements of paragraphs 42 and 43 of Schedule 5 to ITEPA 2003 would be met in relation to the Replacement Option.

12.2 If the Option Holder does not agree to release his rights under his Option in consideration of the grant to him of such Replacement Option then his Option shall lapse and cease to be exercisable at the end of the period within which the Option Holder could have accepted such invitation.

13. SALE

13.1 In the event of a Sale, Options may be exercised in respect of Vested Shares whether or not the relevant Option Holder shall have ceased to be Connected with a Group Company subsequently to or in consequence of that Sale within the period of 40 days beginning with the date of the Sale and shall lapse and cease to be exercisable at the end of that period.

13.2 If the Board anticipates that a Sale may occur, the Board may invite Option Holders to exercise Options in respect of Option Shares which would become Vested Shares upon such Sale within such period preceding such Sale as the Board may specify and, if an Option is not then exercised, it shall, unless the Board otherwise determines, lapse and cease to be exercisable at the end of that period.

14. LISTING

14.1 In the event of a Listing, Options may be exercised in respect of Vested Shares within such one or more periods after the Listing as the Board shall determine and notify to Option Holders before the Listing PROVIDED THAT:

14.1.1 no such period shall be less than 7 days long; and

14.1.2 the first such period shall begin within the period of 14 days beginning with the date of Listing; and

14.1.3 if no exercise period has been specified by the Board, Options may be exercised after the Listing; and

14.1.4 if more than one exercise period has been specified by the Board, Options shall in any event be exercisable in respect of not less than one-third of the Vested Shares at any time within the first such period; and

14.1.5 the Board shall specify in writing to the Option Holders, at the same time as issuing notice of the first exercise period, the number and dates of any further exercise periods.

14.2 Subject to Rule 14.3 if, pursuant to Rule 14.1 an Option becomes exercisable in consequence of a Listing, then the Company shall have the right not to issue and allot Shares upon the exercise of such Option unless the Option Holder has first agreed with the Company (in such form as the Board shall determine) that the Option Holder shall not sell or otherwise dispose of the Shares acquired upon the exercise of such Option within such period or periods (not extending beyond the second anniversary of the date of Listing) as the Board may specify in a notice in writing to the Option Holder.

14.3 No such agreement as is mentioned in Rule 14.2 shall prevent an Option Holder from immediately disposing of such number of the Shares so acquired (by way of sale for a consideration in cash which is not less than the best consideration which may be obtained at the time of sale) as is sufficient to enable the Option Holder (after deduction of costs and expenses of sale) to recover the cost of the aggregate Option Price paid and any income tax and National Insurance contributions due in consequence of such exercise of such Option.

15. VARIATION OF SHARE CAPITAL

15.1 If there is any variation of the share capital of the Company (whether that variation is a capitalisation issue (other than a scrip dividend), rights issue, consolidation, subdivision or reduction of capital or otherwise) which affects (or may affect) the value of Options to Option Holders, the Board may adjust the number and description of Shares subject to each Option and/or the Exercise Price of each Option in a manner which the Board, in its reasonable opinion, considers to be fair and appropriate. However:

15.1.1 the amendment of any Option granted by a Grantor other than the

Company shall require the consent of that Grantor (which shall not be unreasonably withheld);

the Board should note that the amendment of an EMI Option:

(a) may be a Disqualifying Event;

(b) may be regarded by HMRC as the release of the Option and the grant of a replacement share option which lacks EMI tax advantages; and

(c) it is possible to consult the Small Company Enterprise Centre of HMRC before any amendment proposed to be made under this Rule 15 and obtain their informal confirmation that they do not consider that the amendment would fall within either (i) or (ii) above;

15.1.2 the total amount payable on the exercise of any Option in full shall not be increased; and

15.1.3 the Option Price for a Share to be newly issued on the exercise of any Option shall not be reduced below its nominal value (unless the Board resolves to capitalise, from reserves, an amount equal to the amount by which the total nominal value of the relevant Shares exceeds the total adjusted Option Price, and to apply such amount to pay-up the relevant Shares in full).

16. RELATIONSHIP WITH EMPLOYMENT CONTRACT

16.1 This Scheme shall not form part of any contract of employment or letter of appointment between any Eligible Person and any Group Company and shall not confer on any Eligible Person any legal or equitable rights whatsoever against any such company nor give rise to any claim or cause of action at common law under statute or in equity.

16.2 The grant of an option shall not form part of the Option Holder's entitlement to remuneration or benefits pursuant to his contract of employment or letter of appointment or count as wages or remuneration for pension purposes nor does the existence of a contract of employment or a letter of appointment between any person and any Group Company give such person any right or entitlement to have an Option granted to him in respect of any number of Shares or any expectation that an Option might be granted to him whether subject to any conditions or at all.

16.3 The rights and obligations of an Option Holder under the terms of his contract of employment or letter of appointment shall not be affected by the grant of an Option or his participation in this Scheme.

16.4 The rights granted to an Option Holder upon the grant of an Option shall not afford the Option Holder any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with any Group Company for any reason whatsoever (whether or not in circumstances giving rise to a claim for wrongful or unfair dismissal).

17. VARIATIONS AND TERMINATION

17.1 The Board may from time to time in its absolute discretion, subject to Rules 17.2

and 17.3, amend, delete or add to the Rules of this Scheme in any respect as they deem desirable.

17.2 No amendment, deletion or addition shall be made which would adversely affect in any way any subsisting rights of Option Holders under the Scheme unless it is made:

17.2.1 with the prior written consent of such number of Option Holders as hold Options under the Scheme to acquire 75 per cent of the Shares which would be issued or transferred if all Options granted and subsisting under the Scheme were at that time exercised; or

17.2.2 by a resolution at a meeting of Option Holders passed by not less than 75 per cent of the Option Holders who attend and vote either in person or by proxy, and for the purposes of this Rule 17.2 the Option Holders shall be treated as a separate class of share capital and the provisions of the Articles of Association of the Company relating to class meetings shall apply mutatis mutandis.

17.3 This Scheme may be terminated at any time by a resolution of the Board or of the Company in general meeting. On termination, no further Options shall be granted, but Options granted prior to such termination shall continue to be valid and exercisable in accordance with these Rules.

18. HMRC REQUESTS

18.1 The Company shall provide to HMRC (within such time limit as the HMRC directs) any information in relation to this Scheme or the grant of Options under it and an Option Holder shall:

18.1.1 promptly provide to the Company such information as it may reasonably request; and

18.1.2 consent to the Company providing such information concerning him to HMRC for the purpose of complying with such request from HMRC.

19. EMI

19.1 Except as described in this Rule, the Rules of this Scheme shall apply to EMI Options in exactly the same way as they apply to other Options.

19.2 No warranty, representation or undertaking of any nature is given to the holder of an EMI Option that the EMI Option is a qualifying option for the purposes of ITEPA

2003 or that a disqualifying event will not occur in relation to an EMI Option. Neither the Board, the Company nor any other person shall be liable to the Option Holder for any loss of whatsoever nature resulting from the failure for any reason of an Option granted as an EMI Option to meet the conditions of Schedule 5 to ITEPA 2003, whether such failure results from the inadvertent or deliberate act of the Board, the Company or any other person or for any other reason whatsoever.

20. GENERAL

20.1 Any notice or other communication under or in connection with this Scheme may be given in such manner as the Board determines to be appropriate. Items sent by post shall be sent by pre-paid first-class post and shall be deemed to have been received at 12 noon on the second business day after posting. This Rule 20.1 shall not apply to the service of any proceedings or other documents in any

legal action.

20.2 The Company shall at all times ensure that the Board is authorised to satisfy all rights from time to time subsisting under Options granted pursuant to this Scheme, taking account of any other obligations of the Company to allot and issue unissued Shares.

20.3 The Board's decision on any matter relating to this Scheme including any disputes relating to an Option shall be final and binding.

20.4 The costs of introducing and administering this Scheme shall be borne by the Company.

20.5 The Scheme shall be administered by the Board and the Board shall have power from time to time to make or vary regulations for the administration and operation of this Scheme provided that such regulations are not inconsistent with these Rules.

20.6 Notwithstanding Rule 20.5, or anything else to the contrary in these Rules, any matter to be determined in relation to a Rollover Option granted to, or held by, the Parent Company's chief executive officer or its other executive officers must be determined or recommended to the full board of the Parent Company for determination either by:

20.6.1 independent directors constituting a majority of the Parent Company's board's independent directors in a vote in which only independent directors participate; or

20.6.2 a compensation committee comprised solely of independent directors.

This Rule 20.6 shall be interpreted in accordance with the NASDAQ Listing Rules, save that "independent director" shall mean a person who is both an independent director within the meaning of the NASDAQ Listing Rules and a non-employee director within the meaning of Rule16b-3 under the Securities Exchange Act of 1934 of the United States (the "Exchange Act").

20.7 Subject always to Rule 20.6, the Board may delegate its powers to such person or persons as it determines, and on such terms as it determines, provided that the Board may not delegate its power and authority to the Chief Executive Officer or other executive officer of the Parent Company with regard to decisions concerning the timing, pricing or amount of a Rollover Option granted to or held by an officer, director or other person subject to Section 16 of the Exchange Act.

20.8 The Company and any other Grantor shall not be obliged to provide Option Holders with copies of any materials sent to the holders of Shares.

20.9 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Scheme nor to any Option granted under it and no person other than the parties [referred to in these Rules including, without prejudice to the generality of the foregoing, the relevant Option Holder's Employer and the parties to an Option Agreement shall have any rights under it nor shall it be enforceable under that Act by any person other than the parties to it.

20.10 No individual shall have any claim against any member of the Group arising out of his not being admitted to participation in the Scheme which is entirely within the discretion of the Board.

20.11 In the case of the partial exercise of an Option, the Board may call in or endorse or cancel and reissue as it thinks fit, any certificate for the balance of Shares over which the Option was granted.

20.12 Neither the Company nor any Grantor shall be obliged to notify any Option Holder if an Option is due to lapse.

21. GOVERNING LAW AND JURISDICTION

21.1 These Rules and all Options granted hereunder shall be governed by and construed in accordance with English law.

21.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including a non-contractual dispute or claim) that arises out of or in connection with these Rules, the Scheme or its subject matter and any Option or its subject matter or formation.

Exhibit 4.30

ADAPTIMMUNE LIMITED

Company Share Option Plan
Adopted by the Company on 16 December 2014
Amended on 13 January 2016

Table of Contents

Rules of the Adaptimmune Limited Company Share Option Plan

1. Interpretation

1.1 The following definitions and rules of interpretation apply in the Plan.

Adoption Date	the date of the adoption of the Plan by the Company;
Aim Rules	means London Stock Exchange PLC's rules relating to AIM as in force at the date of this Plan or, where the context requires, as amended or modified after the date of this agreement;
Associate	has the meaning given in paragraph 12 of Schedule 4;
Associated Company	has the meaning given in paragraph 35 of Schedule 4;
Board	the board of directors of the Company or a committee of directors appointed by that board to carry out any of its functions under the Plan, or, in relation to any matter relating to a Rollover Option, the board of directors of the Parent Company or a committee of directors appointed by that board to carry out any of its functions under the Plan;
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Company	Adaptimmune Limited incorporated and registered in England and Wales with number 06456741;

Connected	has the meaning given in section 718 of ITEPA 2003;
Constituent Company	any of the following: (a) the Company; and (b) any Eligible Company nominated by the Board to be a Constituent Company at the relevant time.
Control	has the meaning given in section 719 of ITEPA 2003.
Date of Grant	the date on which an Option is granted under the Plan.

Eligible Company	any Subsidiary of the Company of which the Company has Control.
Eligible Employee	any Employee who: (a) does not have a Material Interest (either on his own or together with one or more of his Associates), and has not had such an interest in the last 12 months; and (b) has no Associate or Associates that has or (taken together) have a Material Interest, or had such an interest in the last 12 months; and (c) is either: (i) not a director of any Constituent Company; or (ii) a director of a Constituent Company who is required to devote at least 25 hours per week (excluding meal breaks) to his duties.
Employee	a bona fide employee of a Constituent Company;
Employer NICs	Secondary class 1 (employer) NICs (or any similar liability for social security contributions in any jurisdiction) that are included in any Tax Liability (or that would be included in any Tax Liability if an election of the type referred to in rule 8.2.2 had not been made) and that may be lawfully recovered from the Option Holder;
Exercise Price	the price at which each Share subject to an Option may be acquired on the exercise of that Option, which (subject to rule 14): (a) if Shares are to be newly issued to satisfy the exercise of the Option, may not be less than the nominal value of a Share; (b) may not be less than the Market Value of a Share on the Date of Grant.
Existing CSOP Options	all: (a) Options; and (b) options granted under any other Schedule 4 CSOP that has been established by the Company or any of its Associated Companies, that can still be exercised;

Existing EMI Options	all qualifying options (as defined in section 527 of ITEPA 2003) that have been granted as a result of employment with the Company (or any other member of a group of companies to which the Company belongs) that can still be exercised;
Existing Option	an option or any other right to acquire or receive Shares granted under any Share Incentive Scheme (including the Plan), that remains capable of exercise, or in the case of options or rights that do not require exercise, remains capable of satisfaction;
Grantor	the person granting an Option, that may be: (a) the Company; or (b) the trustees of an employee benefit trust authorised by the Board to grant Options at the relevant time; or (c) any other person so authorised
Group	the Company and any other Constituent Companies from time to time;
HMRC	HM Revenue & Customs;
ITEPA 2003	the Income Tax (Earnings and Pensions) Act 2003;
Key Feature	any provision of the Plan that is necessary to meet the requirements of Schedule 4;
Listing	the listing of the securities of the Company on the London Stock Exchange (including the AIM Market) or any recognised investment exchange (as defined in section 285 of the financial Services and Market Act 2000) including NASDAQ and NASDAQ Europe and their respective share dealing markets and the Listing shall be treated as occurring on the day on which trading of the securities of the Company begins;

Listing Rules	the Listing Rules issued by the United Kingdom Listing Authority, as amended from time to time;
Market Value	market value determined in accordance with the applicable provisions of Part 8 of the Taxation of Chargeable Gains Act 1992, provided that if Shares are subject to a Relevant Restriction, Market Value of those Shares shall be determined as if they were not subject to a Relevant Restriction;
Material Interest	has the meaning given in paragraph 10 of Schedule 4;
Model Code	the model code on dealings in shares set out in the Listing Rules.
Option	a right to acquire Shares granted under the Plan;
Option Certificate	a certificate setting out the terms of an Option, issued under rule 2.3 which shall be substantially in the form set out in Appendix 1 to the rules or in such other form as approved by the Board from time to time.
Option Holder	an individual who holds an Option or, where applicable, his personal representatives;
Option Shares	the Shares over which an Option subsists;
Parent Company	Adaptimmune Therapeutics plc, a company incorporated and registered in England with number 9338148;
Performance Condition	any condition set under rule 3 that: (a) must be met before an Option can be exercised at all; and/or (b) provides that the extent to which an Option becomes capable of exercise shall be determined by reference to performance over a certain period measured against specified targets.
Personal Data	any personal information which could identify an Option Holder including Options held under the Plan or under any other employee share scheme operated by the Company;
Personal Representatives	in relation to an Option Holder, the personal representatives of the Option Holder (being either the executors of his will to whom a valid grant of probate has been made or, if he dies intestate, the duly appointed administrator(s) of his estate) who have produced to the Company evidence of their appointment as such;
Plan	the employee share option plan constituted and governed by these rules, as amended from time to time;
Qualifying Shares	Shares which satisfy the conditions specified in paragraphs 16 to 18 and 20 of Schedule 4;
Reorganisation	the obtaining of Control of the Company after the Date of Grant by a company owned substantially by the same persons after the obtaining of Control as owned the Company prior to the change of Control
Relevant CSOP Options	all Options granted under the Plan (and any other Schedule 4 CSOP as a result of employment with the Company (or any other member of a group of companies to which the Company belongs) that can still be exercised;
Relevant Event	has the meaning given in paragraph 25A(7C) of Schedule 4;
Relevant Offer	either: (a) a general offer to acquire the whole of the issued share capital of the Company which is either unconditional or which is made on a condition such that if it is satisfied the person making the offer will have Control of the Company; or (b) a general offer to acquire all the Shares, and for these purposes the reference to the "whole of the issued share capital" and "all the Shares" shall not be taken to include any capital or Shares held by the person making the offer or a person Connected with that person, and it does not matter whether the offer is made to different shareholders by different means;
Relevant Restriction	any provision included in any contract, agreement, arrangement or condition to which any of sections 423(2), 423(3) and 423(4) of ITEPA 2003 would apply if references in those sections to employment-related securities were references to Shares;
Rollover Option	an Option granted by the Parent Company in exchange for an Option granted by the Company (under paragraph 26 of Schedule 4, rule 11)
Rollover Period	any period during which Options may be exchanged for options over shares in another company (under paragraph 26 of Schedule 4, rule 11);
Sale	an unconditional agreement being entered into for the sale to a person other than a Constituent Company, of the whole, or substantially the whole, of the business and assets of the Company;
Schedule 4	Schedule 4 to ITEPA 2003.

Schedule 4 CSOP	a share plan that meets the requirements of Schedule 4 to ITEPA 2003;
Share Incentive Scheme	any arrangement to provide employees and/or directors with shares;
Shares	£0.0001 ordinary shares in the Company (subject to rules 11 and 14);
Subsidiary	has the meaning given in section 1159 of the Companies Act 2006
Sufficient Shares	the smallest number of Shares that, when sold, will produce an amount at least equal to the relevant Tax Liability (after deduction of brokerage and any other charges or taxes on the sale);
Takeover	the company coming under the Control of a person or persons as mentioned in rule 10.1;
Tax Liability	the total of: (a) any PAYE income tax and primary class 1 (employee) national insurance contributions (or any similar liability to withhold amounts in respect of income tax or social security contribution in any jurisdiction) that any employer (or former employer) of an Option Holder is liable to account for as a result of the exercise of an Option; and (b) if the relevant Option includes the requirement specified in rule 8.2 any Employer NICs that any employer (or former employer) of an Option Holder is liable to pay as a result of the exercise of an Option.
United Kingdom Listing Authority	the Financial Conduct Authority (or any successor body carrying out the same functions), acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000.
Vested Shares	Shares which, subject to the following rules of the Plan, may be acquired by the exercise of an Option in accordance with these rules either immediately or at some future time in consequence of either: (a) the time that has elapsed since the Date of Grant; or (b) one or more Performance Conditions having been met.; and
Vesting Schedule	such one or more time-based conditions as may be specified by the Board in the Option Certificate as mentioned in rules 3.1 and 3.2.

1.2 Rule headings shall not affect the interpretation of the Plan.

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

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

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.7 A reference to **writing** or **written** includes faxes, email and other forms of electronic communication which can be read.

1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.9 A reference to the Plan or to any other agreement or document referred to in the Plan is a reference to the Plan or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Plan) from time to time.

1.10 References to rules are to the rules of the Plan.

1.11 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Grant of Options

2.1 Subject to the rules of the Plan, any Grantor may grant Options to any Eligible Employee it chooses at its absolute discretion.

2.2 Options may not be granted:

2.2.1 at any time when that grant would be prohibited by, or in breach of any:

(a) law; or

(b) regulation with the force of law; or

(c) rule of an investment exchange on which Shares are listed or traded, part of the Model Code or any other non-statutory rule with a purpose similar to any part of the Model Code that binds the Company or with which the Board has resolved to comply; or

2.2.2 at any time when Shares are not Qualifying Shares.

2.3 An Option shall be granted by the Grantor executing an Option Certificate. Each Option Certificate shall be sent to the relevant Option Holder and shall specify

(without limitation):

2.3.1 the Date of Grant of the Option;

2.3.2 the number and class of the Shares over which the Option is granted;

2.3.3 the Exercise Price;

2.3.4 the date(s) after which the Option, or part of the Option, may be exercised, unless an earlier event occurs to cause the Option to lapse or to become exercisable, in whole or in part.

2.3.5 the date when the Option will lapse, assuming that the Option is not exercised earlier and no event occurs to cause the Option to lapse earlier.

2.3.6 any Performance Conditions , and the method by which the Performance Conditions may be varied or waived;

2.3.7 a statement that:

(a) the Option is subject to these rules, Schedule 4 and any other legislation applying to Schedule 4 CSOPs; and

(b) the provisions listed in rule 2.3.7(a) shall prevail over any conflicting statement relating to the Option's terms; and

2.3.8 whether or not the shares are subject to any Relevant Restrictions and, if so, the nature of the Relevant Restrictions.

2.4 No amount shall be paid for the grant of an Option.

3. Vesting Schedule and Performance Conditions

3.1 An Option may be granted subject to either, or both, a Vesting Schedule and Performance Conditions as the Board shall determine.

3.2 An Option may be granted on terms that different proportions of the Option Shares shall respectively become Vested Shares if the Option Holder holds continuous employment within the Group throughout such different periods, beginning with the Date of Grant, as the Board shall specify in the Option Certificate.

3.3 An Option may be granted on terms that the extent to which the Option Shares become Vested Shares shall depend upon the extent to which one or more Performance Conditions specified in the Option Certificate is attained (so that if and insofar as any such Performance Condition is not attained, the Option shall then lapse and cease to be exercisable in respect of the proportion of Option Shares which does not then become Vested Shares).

3.4 A Performance Condition may be specified to apply to the whole or part only of an Option.

3.5 After an Option has been granted the Board may (with the consent of the Grantor, where appropriate) amend a Vesting Schedule so as to bring forward the time at which any Option Shares shall become Vested Shares or vary any Performance Condition imposed pursuant to rule 3.1 PROVIDED THAT no such variation shall be made unless an event has occurred or events have occurred in consequence of which the Board reasonably considers that the terms of the existing Performance Conditions should be so varied for the purpose of ensuring that either the objective criteria against which the performance of the Group and/or any Constituent Company and/or any division and/or the Option Holder will then be measured will be, in the reasonable opinion of the Board, a fairer measure of such performance or that any varied Performance Condition will afford a more effective incentive to Option Holders and will be no more difficult to satisfy than was the Performance Condition when first set.

3.6 After an Option has been granted the Board may (with the consent of the Grantor, if appropriate), waive in whole or in part any requirement that a Performance Condition be met as a condition of exercise of an Option PROVIDED THAT no such waiver shall be made unless an event or events have occurred in consequence of which the Board reasonably considers that the terms of the existing Performance Condition no longer afford an effective incentive to the Option Holder.

3.7 The Board shall determine whether, and to what extent, any Performance Conditions have been satisfied.

3.8 If an Option is subject to any Performance Condition, the Board shall notify the Option Holder (and the Grantor, if not the Company) within a reasonable time after the Board becomes aware of the relevant information:

3.8.1 whether (and, if relevant, to what extent) the Performance Condition has been satisfied and the relevant Option has therefore vested;

3.8.2 of any subsequent change in whether, or the extent to which, the Performance Condition has been satisfied;

3.8.3 when that Performance Condition has become incapable of being satisfied in whole or in part; and

3.8.4 of any waiver or variation of that Performance Condition under rule 3.5 or rule 3.6.

3.8.5 the number of Shares in respect of which an Option shall become vested on any occasion shall be rounded to the nearest whole number.

3.8.6 If, in consequence of a Performance Condition being met, an Option becomes vested in respect of some but not all of the Option Shares, it shall thereupon lapse and cease to be exercisable in respect of the balance of the Option Shares if such Performance Condition is incapable of being met in respect of the balance of such Option Shares.

4. Individual Limits on Grants

4.1 References to Market Value in this rule 4 are to the Market Value on the date on which the relevant option was granted.

4.2 If the grant of any share option intended to be an Option (referred to in this rule 4.2 as the Excess Option) would cause the total Market Value of shares subject to:

4.2.1 the Excess Option; and

4.2.2 all Existing CSOP Options held by the relevant Eligible Employee,

to exceed £30,000 (or any other amount specified in paragraph 6 of Schedule 4 at the relevant time), the whole of that Excess Option shall take effect as a share option granted outside the Plan (but subject to the same terms and conditions as if it were an Option) and without the tax advantages available for Options.

4.3 If the grant of any share option intended to be an Option (referred to in this rule 4.3 as the Excess Option) would cause the total Market Value of shares subject to:

4.3.1 the Excess Option; and

4.3.2 all Relevant CSOP Options held by the relevant Eligible Employee; and

4.3.3 all Existing EMI Options held by the relevant Eligible Employee,

to exceed £250,000 (or any other amount specified in section 536(1)(e) of ITEPA 2003 at the relevant time), the whole of that Excess Option shall take effect as a share option granted outside the Plan (but subject to the same terms and conditions as if it were an Option) and without the tax advantages available for Options.

5. Lapse and Suspension Of Options

5.1 Options may not be transferred or assigned or have any charge or other security interest created over them. An Option shall lapse if the relevant Option Holder attempts to do any of those things. But, the transfer of an Option to an Option Holder's Personal Representatives on the death of the Option Holder will not cause an Option to lapse.

5.2 Subject to rule 6.11, an Option shall lapse on the earliest of the following:

5.2.1 any attempted action by the Option Holder falling within rule 5.1; or

5.2.2 when a Performance Condition applying to the whole Option becomes incapable of being met, as a result of which no part of the Option can be exercised; or

5.2.3 the date on which the Option shall lapse, as specified in the Option Certificate; or

5.2.4 the first anniversary of the Option Holder's death; or

5.2.5 the expiry of any time limit for the exercise of an Option specified in rule 6;

5.2.6 if rule 5.4 applies, the earliest applicable event specified in rule 5.8; or

5.2.7 if the Board shall have exercised its discretion under rule 6.4, the expiry of the period allowed for exercise of an Option and specified by the Board pursuant to that rule; or

5.2.8 if rule 10 or rule 12 applies, the time specified for the lapse of the Option under the relevant rule;

5.2.9 if a New Option is offered in exchange for an Old Option in accordance with rule 11 where the Acquiring Company obtains Control of the Company pursuant to a Reorganisation, the Old Option shall lapse 40 days from the later of the date of the Reorganisation or the date the New Option is offered; or

5.2.10 when the Option Holder becomes bankrupt under Part IX of the Insolvency Act 1986, or applies for an interim order under Part VIII of the Insolvency Act 1986, or proposes or makes a voluntary arrangement under Part VIII of the Insolvency Act 1986, or takes similar steps, or is similarly affected, under laws of any jurisdiction that correspond to those provisions of the Insolvency Act.

5.3 Part of an Option shall lapse where:

5.3.1 a Performance Condition set for that Option has been met in such a way that the Option has become, and shall remain, exercisable only in part; or

5.3.2 a Performance Condition set for part of that Option becomes incapable of being met, as a result of which that part of the Option cannot be exercised; or

5.3.3 Rule 5.4 applies and the Board has determined under rule 6.5 that the Option may be exercised, but only in part.

5.4 Subject to rules 5.6, 6.5 and 6.11, an Option (in this rule 5.4, the Suspended Option) cannot be exercised under any rule of the Plan after the Option Holder has ceased employment with any Eligible Company for any reason unless:

5.4.1 the Option Holder becomes (or remains) an employee of another Eligible Company at (or about) the same time; or

5.4.2 the Board decides to permit exercise of the Suspended Option under rule 6.5.

5.5 The Board shall notify the relevant Grantor (if the Grantor is not the Company) of any Option to which rule 5.4 applies, within a reasonable time after the Board becomes aware of that fact.

5.6 If:

5.6.1 notice to terminate employment is given by or to an Option Holder; and

5.6.2 that termination falls within rule 5.4,

the time the notice is given shall be treated under rule 5.4 (but not rule 5.8.2(a)) as the time at which the relevant employment ends. If this rule 5.6 applies, an Option

Holder will not be able to exercise his Option after the giving of notice by or to him, subject to rule 6.5.

5.7 A Suspended Option shall not become exercisable under these rules unless the Board decides to permit its exercise under rule 6.5.

5.8 Unless it lapses earlier under rule 5.2, a Suspended Option shall lapse:

5.8.1 if the Board has decided that the Suspended Option may be exercised in whole or in part under rule 6.5, at the end of the period during which it may be exercised under that Board decision; or

5.8.2 if the Board has not decided that the Suspended Option may be exercised in whole or in part under rule 6.5, on the earlier of:

(a) the date falling 90 days after the relevant cessation of employment; or

(b) any date on which the Board determines that it will not allow exercise of the Suspended Option under rule 6.5.

6. Exercise of Options

6.1 Subject to rule 6.11, an Option may not in any event be exercised after the tenth anniversary of the Date of Grant.

6.2 Subject to rule 6.3, 6.4, 6.11, 10.2 and 12.2, an Option may only be exercised (if at all) after the earliest to occur of the following:

6.2.1 A Takeover (other than a Reorganisation);

6.2.2 The court sanctioning a compromise or arrangement as mentioned in Rule 10.3

6.2.3 A Sale;

6.2.4 A Listing; or

6.2.5 The expiry of the period of one hundred and fourteen months commencing on the first day of the month in which the Date of Grant occurs

6.3 Subject to rules 10.2 and 12.2 an Option may only ever be exercised in respect of Vested Shares or such greater proportion of the Option Shares as may be notified in

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writing to the Option Holder by the Board before or within 14 days after the date on which the Option becomes exercisable in accordance with rule 6.2 or rule 6.4.

6.4 Notwithstanding the provisions of rule 6.2 the Board may in its absolute discretion, by notice in writing to the relevant Option Holder (or where appropriate, his Personal Representatives) allow an Option to be exercised in the absence of a Takeover, Sale or a Listing and, in such notice, may, acting reasonably and not so as to cause any requirement of Schedule 4 not to be met, specify alternative conditions which must be satisfied before the Option may be exercised pursuant to this rule 6.4.

6.5 If rule 5.4 applies:

6.5.1 At any time during the 90 days after the relevant cessation of employment, the Board may decide that all or any part of a Suspended Option (as defined in rule 5.4) may be exercised. Any such decision, and whether to consider making such a decision, shall be entirely at the discretion of the Board.

6.5.2 The Board may specify a period for the exercise of a Suspended Option under this rule 6.5 that begins and/or ends before the period for exercise specified in the Option Certificate.

6.5.3 Any period specified by the Board for the exercise of a Suspended Option under this rule 6.5 may not end later than:

(a) the latest date on which that Option could have been exercised under the Option Certificate if it had not become a Suspended Option; and

(b) the date falling 12 months after the relevant cessation of employment if the reason for the cessation is the death of the Option Holder.

6.5.4 An Option to which this rule 6.5 applies:

(a) may be exercised in accordance with the terms of any decision of the Board to permit its exercise under this rule 6.5, subject to rule 5.8; and

(b) shall lapse according to rule 5.3.3 (if applicable) and rule 5.8.

6.5.5 Unless otherwise specified by the Board exercise of an Option to which this rule 6.5 applies shall continue to be subject to rules 6.2 and 6.3.

6.5.6 The Board shall notify the relevant Option Holder (and the relevant Grantor, if not the Company) of any decision made under this rule 6.5,

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including any decision not to permit the exercise of a Suspended Option, within a reasonable time after making it.

6.6 No Option may be exercised when its exercise is prohibited by, or would be a breach of, any of the following that then apply:

6.6.1 the Model Code; or

6.6.2 the AIM rules; or

6.6.3 any other rule, code or set of guidelines (such as a personal dealing code adopted by the Company) with a similar purpose and effect to any part of the Model Code; or

6.6.4 any law or regulation with the force of law.

6.7 No Option may be exercised at any time when the Option Holder:

6.7.1 has a Material Interest (any interests of the Option Holder's Associates being treated as belonging to the Option Holder for this purpose); or

6.7.2 had a Material Interest in the 12 months before that time (any interests of the Option Holder's Associates being treated as having belonged to the Option Holder for this purpose).

6.8 Exercise of the Option is conditional upon the Option Holder executing, if so required by the Company, a deed of adherence (in such form as may be required by the Company) with the Company and all persons who are holders of shares in the capital of the Company at the date of exercise of the Option whereby the Option Holder becomes a party to any shareholders' agreement or other document having a similar effect which is in force between the Company and all persons who, at the date of exercise of the Option, are holders of shares in the capital of the Company.

6.9 An Option may only be exercised to the extent that any Performance Conditions have been met.

6.10 An Option may only be exercised if the Option Holder has:

6.10.1 confirmed his agreement to rule 8 in writing (this confirmation may be included in the exercise notice); and

6.10.2 made any arrangements, or entered into any agreements, required under rule 8.

6.11 If an Option Holder dies before the lapse of his Option, the Option may be exercised by his Personal Representatives at any time during the period of 12 months after the date of death, notwithstanding any contrary provision in the Plan save to the extent that contrary provision would not breach paragraph 25 of Schedule 4.

6.12 Subject to Rule 6.13, no Option may be exercised at any time when the Shares to which the Option relates are not Qualifying Shares.

6.13 If, in consequence of a Relevant Event, the Shares to which an Option are no longer Qualifying Shares, Options may be exercised under Rule 10 no later than 20 days after the day on which the Relevant Event occurs, notwithstanding that the Shares no longer meet those conditions (but not at any time when exercise would not be permitted under Rule 10, even if those conditions were met).

6.14 Options may be granted on terms requiring the Option Holder to be bound by such restrictions on sale or other disposition of the Shares acquired on exercise of the Option as the Board may require in relation to the Company's first underwritten public offering of Shares under the US Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (or any such offering of a company which acquires the Company pursuant to a Reorganisation).

7. Manner of Exercise Of Options

7.1 Where an Option is exercised in part, the remainder of the Option shall remain exercisable, subject to and in accordance with the terms of the Option and these rules.

7.2 An Option shall be exercised by the Option Holder giving a written exercise notice (which may be given by electronic means) to the Company (acting as agent for the Grantor if the Grantor is not the Company), that shall:

7.2.1 set out the number of Shares over which the Option Holder wishes to exercise the Option. If that number exceeds the number over which the Option may be validly exercised at the time:

(a) the Option shall be treated as exercised only in respect of that lesser number; and

(b) any excess amount paid to exercise the Option or meet any Tax Liability shall be refunded; and

7.2.2 be made using a form that the Board will approve;

7.2.3 appoint the Company as the Option Holder's agent for the purposes of rule 8.2.2, rule 8.4 and rule 8.6 (if and to the extent required by the Company); and

7.2.4 include the confirmation required under rule 6.10.1 (unless this has been provided separately).

7.3 Any exercise notice shall be accompanied by:

7.3.1 payment of an amount equal to the Exercise Price multiplied by the number of Shares specified in the notice; and

7.3.2 any payment required under rule 8; and/or

7.3.3 any documents relating to arrangements or agreements required under rules 6.8, 6.14 and 8.

Notwithstanding rules 7.3.1 and 7.3.2, the Option Holder may enter into other arrangements (not inconsistent with Schedule 4) satisfactory to the Company for the payment of those amounts.

7.4 Any exercise notice shall be invalid:

7.4.1 to the extent that it is inconsistent with the Option Holder's rights under these rules and the Option Certificate; or

7.4.2 if any of the requirements of rule 7.2 or rule 7.3 are not met; or

7.4.3 if any payment referred to in rule 7.3 is made by a cheque that is not honoured on first presentation or in any other manner that fails to transfer the expected value to the Grantor.

The Grantor may permit the Option Holder to correct any defect referred to in rule 7.4 (but shall not be obliged to do so). The date of any corrected exercise notice shall be the date of the correction rather than the original notice date for all other purposes of the Plan.

7.5 Shares shall be allotted and issued (or transferred, as appropriate) within 30 days after a valid Option exercise, subject to the other rules of the Plan.

7.6 Except for any rights determined by reference to a date before the date of allotment, Shares allotted and issued in satisfaction of the exercise of an Option shall rank equally in all respects with the other shares of the same class in issue at the date of allotment.

7.7 If the Shares are listed or traded on any stock exchange, the Company shall apply to the appropriate body for any newly issued Shares allotted on exercise of an Option to be admitted to trading on that exchange.

8. Tax Liabilities

8.1 Each Option shall include a requirement that the Option Holder irrevocably agrees to:

8.1.1 pay to the Company, his employer or former employer (as appropriate) the amount of any Tax Liability; or

8.1.2 enter into arrangements to the satisfaction of the Company, his employer or former employer (as appropriate) for payment of any Tax Liability.

8.2 Unless the Constituent Company that employs the relevant Eligible Employee directs that it shall not, each Option shall include a requirement that the Option Holder irrevocably agrees that:

8.2.1 the Company, his employer or former employer (as appropriate) may recover the whole or any part of any Employer NICs from the Option Holder; or

8.2.2 at the request of the Company, the Option Holder shall elect (using a form approved by HMRC) that the whole or any part of the liability for Employer NICs shall be transferred to the Option Holder.

8.3 The Board may decide to release the Option Holder from, or not to enforce, any part of the Option Holder's obligations in respect of Employer NICs under rule 8.1 and rule 8.2.

8.4 If an Option Holder does not fulfil his obligations under either rule 8.1.1 or rule 8.1.2 in respect of any Tax Liability arising from the exercise of an Option within seven days after the date of exercise and Shares are readily saleable at that time, the Grantor shall withhold Sufficient Shares from the Shares that would otherwise be delivered to the Option Holder. From the net proceeds of sale of those withheld Shares, the Grantor shall pay to the Company, employer or former employer an amount equal to the Tax Liability and shall pay any balance to the Option Holder.

8.5 Option Holders shall have no rights to compensation or damages on account of any loss in respect of Options or the Plan where such loss arises (or is claimed to arise), in whole or in part, from the Plan ceasing to be a Schedule 4 CSOP.

8.6 Each Option shall include a requirement that the Option Holder irrevocably agrees to enter into a joint election under section 431(1) or section 431(2) of ITEPA 2003, if required to do so by the Company on or before the date of exercise of the Option.

9. Relationship with Employment Contract

9.1 The rights and obligations of any Option Holder under the terms of his office or employment with the Company (or any Eligible Company or former Eligible Company) shall not be affected by being an Option Holder.

9.2 The value of any benefit realised under the Plan by Option Holders shall not be taken into account in determining any pension or similar entitlements.

9.3 Option Holders and Employees shall have no rights to compensation or damages on account of any loss in respect of Options or the Plan where such loss arises (or is claimed to arise), in whole or in part, from:

9.3.1 termination of office or employment with; or

9.3.2 notice to terminate office or employment given by or to,

the Company, any Eligible Company or any former Eligible Company. This exclusion of liability shall apply however termination of office or employment, or the giving of notice, is caused and however compensation or damages may be claimed.

9.4 Option Holders and Employees shall have no rights to compensation or damages from the Company, any Constituent Company or any former Constituent Company on account of any loss in respect of Options or the Plan where such loss arises (or is claimed to arise), in whole or in part, from:

9.4.1 any company ceasing to be a Constituent Company; or

9.4.2 the transfer of any business from a Constituent Company to any person that is not a Constituent Company.

This exclusion of liability shall apply however the change of status of the relevant Constituent Company, or the transfer of the relevant business, is caused, and however compensation or damages may be claimed.

9.5 An Employee shall not have any right to receive Options, whether or not he has previously been granted any.

10. Takeovers

10.1 Subject to rules 6.1 and 10.2, if any person ("**the Controller**") acquires Control of the Company as a result of a Relevant Offer, or entering into a share sale and purchase agreement which will result in the Controller obtaining Control of the Company upon completion (on its own account or acting together with others); the Option Holder shall, whether or not he subsequently or in consequence of the change in control ceases to be employed by any Constituent Company for any reason but subject to the provisions of rules 6.3 and 6.4, be entitled to exercise his Option in relation to Vested Shares within the period of 40 days beginning with the date when the Controller has obtained Control of the Company and (if relevant) any condition subject to which the offer is made has been satisfied and to the extent that the Option is not exercised within such period it shall lapse and cease to be exercisable. This clause 10 shall not apply where the Controller acquires Control of the Company as a result of a Reorganisation.

10.2 Notwithstanding rule 10.1, if a person makes a Relevant Offer or negotiates a share sale and purchase agreement with the shareholders of the Company which will

result in a change in Control, the Board may, in its absolute discretion and by notice in writing to all Option Holders, declare all outstanding Options to be exercisable in respect of all Option Shares which would become Vested Shares upon such change of Control in anticipation of the change in Control during a reasonable limited period specified by the Board in the notice (which period shall end immediately before the Controller obtains Control of the Company if it has not already ended). If the Board so declares, all outstanding Options may be exercised at any time during such period. If not exercised, the Options shall lapse immediately upon expiry of such period.

10.3 Subject to rule 6.1 if under s899 Companies Act the court sanctions a compromise or arrangement (other than in connection with a Reorganisation) applicable to or affecting:

10.3.1 all the ordinary share capital of the Company, or all the Shares; or

10.3.2 all the ordinary share capital of the Company, or all the Shares, which are held by a class of shareholders identified otherwise than by reference to their employment or directorships or their participation in a Schedule 4 CSOP Scheme,

the Option Holder shall, whether or not he subsequently or in consequence of the compromise or arrangement ceases to be employed by any Constituent Company for

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any reason but subject to the provisions of rules 6.3 and 6.4, be entitled to exercise his Option in whole or in part within the period of 40 days beginning with the date the court sanctions the arrangement and to the extent that the Option is not exercised within such period it shall lapse and cease to be exercisable.

10.4 In this rule 10 a person shall be deemed to have obtained Control of a company if he, and others acting with him, have obtained Control of it together.

11. Rollover of Options

11.1 If a company has obtained Control of the Company as a result of company reorganisation (within the meaning of paragraph 26 of Schedule 4) affecting the Company, each Option Holder may, by agreement with that company (Acquiring Company) within the Rollover Period, release each Option (Old Option) for a replacement option (New Option). A New Option shall:

11.1.1 be over shares that satisfy the requirements of paragraphs 16 to 20 of Schedule 4 in the Acquiring Company (or some other company falling within paragraph 27(2)(b) of Schedule 4); and

11.1.2 be a right to acquire such number of those shares as have, immediately after grant of the New Option, a total Market Value substantially the same as the total Market Value of the shares subject to the Old Option immediately before its release (and for these purposes Market Value shall be determined using a methodology agreed by HMRC); and

11.1.3 have an exercise price per share such that the total price payable on complete exercise of the New Option is substantially the same as the total price that would have been payable on complete exercise of the Old Option; and

11.1.4 be exercisable in the same manner as the Old Option as it had effect immediately before the Old Option's release.

11.2 Any Rollover Period shall have the same duration as the applicable appropriate period defined in paragraph 26(3) of Schedule 4.

11.3 Any New Option granted under rule 11 shall be treated as having been acquired at the same time as the relevant Old Option for all other purposes of the Plan.

11.4 The Plan shall be interpreted in relation to any New Options as if references to:

11.4.1 the Company (except for those in the definitions of Constituent Company and Eligible Company) were references to the Acquiring Company (or to any other company whose shares are subject to the New Options, as the context may require); and

11.4.2 the Shares were references to the shares subject to the New Options.

11.5 The Company will remain the scheme organiser of the Plan (as defined in paragraph 2(2) of Schedule 4) following the release of Options and the grant of New Options under rule 11.

11.6 The Acquiring Company shall issue (or procure the issue of) an Option Certificate for each New Option.

12. Sale

12.1 In the event of a Sale, Options may be exercised in respect of Vested Shares whether or not the relevant Option Holder shall have ceased to be employed by a Constituent Company subsequently to or in consequence of that Sale within the period of 40 days beginning with the date of the Sale and shall lapse and cease to be exercisable at the end of that period.

12.2 If the Board anticipates that a Sale may occur, it may invite Option Holders to exercise Options in respect of Option Shares which would become Vested Shares upon such Sale within such period preceding such Sale as the Board may specify and, if an Option is not then exercised, it shall, unless the Board otherwise determines, lapse and cease to be exercisable at the end of that period.

13. Listing

13.1 In the event of a Listing, Options may be exercised in respect of Vested Shares within such one or more periods after the Listing as the Board shall determine and notify to Option Holders before the Listing PROVIDED THAT:

13.1.1 no such period shall be less than 7 days long; and

13.1.2 the first such period shall begin within the period of 14 days beginning with the date of Listing; and

13.1.3 if no exercise period has been specified by the Board, Options may be exercised after the Listing; and

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13.1.4 if more than one exercise period has been specified by the Board, Options shall in any event be exercisable in respect of not less than one-third of the Vested Shares at any time within the first such period; and

13.1.5 the Board shall specify in writing to the Option Holders, at the same time as issuing notice of the first exercise period, the number and dates of any further exercise periods.

13.2 Subject to rule 13.3 if, pursuant to rule 13.1 an Option becomes exercisable in consequence of a Listing, then the Company shall have the right not to issue and allot Shares upon the exercise of such Option unless the Option Holder has first agreed with the Company (in such form as the Board shall determine) that the Option Holder shall not sell or otherwise dispose of the Shares acquired upon the exercise of such Option within such period or periods (not extending beyond the second anniversary of the date of Listing) as the Board may specify in a notice in writing to the Option Holder.

13.3 No such agreement as is mentioned in rule 13.2 shall prevent an Option Holder from immediately disposing of such number of the Shares so acquired (by way of sale for a consideration in cash which is not less than the best consideration which may be obtained at the time of sale) as is sufficient to enable the Option Holder (after deduction of costs and expenses of sale) to recover the cost of the aggregate Option Price paid and any income tax and National Insurance contributions due in consequence of such exercise of such Option.

14. Variation of Share Capital

14.1 If there is any variation of the share capital of the Company (whether that variation is a capitalisation issue (other than a scrip dividend), rights issue, consolidation, subdivision or reduction of capital or otherwise) that affects (or may affect) the value of Options to Option Holders, the Board may adjust the number and description of Shares subject to each Option and/or the Exercise Price of each Option in a manner that the Board, in its reasonable opinion, considers to be fair and appropriate. However:

14.1.1 such adjustments may only be made in accordance with the provisions of paragraph 22 of Schedule 4;

14.1.2 the amendment of any Option granted by a Grantor other than the Company shall require the consent of that Grantor (which shall not be unreasonably withheld);

14.1.3 the Exercise Price for a Share to be newly issued on the exercise of any Option shall not be reduced below its nominal value (unless the Board resolves to capitalise, from reserves, an amount equal to the amount by which the total nominal value of the relevant Shares exceeds the total adjusted Exercise Price, and to apply such amount to pay-up the relevant Shares in full).

15. Notices

15.1 Any notice or other communication given under or in connection with the Plan shall be in writing and shall be:

15.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at the appropriate address;

For the purposes of this rule 15, the appropriate address means:

(a) in the case of the Company, its registered office, provided the notice is marked for the attention of the Company Secretary;

(b) in the case of an Option Holder, his home address;

(c) if the Option Holder has died, and notice of the appointment of personal representatives has been given to the Company, any contact address they have specified in such notice; and

(d) in the case of any other Grantor, its registered office or such other address as has been notified in writing by the Grantor to the sender, provided the notice is marked for the attention of the person notified in writing to the sender,

15.1.2 sent by fax to the fax number notified in writing by the recipient to the sender; or

15.1.3 sent by email to the appropriate email address.

For the purposes of this rule 15, appropriate email address means:

(a) in the case of the Company, the Company Secretary (margaret.henry@adaptimmune.com);

(b) in the case of the Option Holder, if he is permitted to receive personal emails at work, his work email address; and

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(c) in the case of any other Grantor, any email address notified in writing by the Grantor to the sender.

15.2 Any notice or other communication given under this rule 15 shall be deemed to have been received:

15.2.1 if delivered by hand, on signature of a delivery receipt, or at the time the notice is left at the proper address;

15.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting, or at the time recorded by the delivery service;

15.2.3 if send by fax, at 9.00am on the next Business Day after transmission; and

15.2.4 if sent by email, at 9.00am on the next Business Day after sending.

15.3 This rule 15 does not apply to:

15.3.1 the service of any notice of exercise pursuant to rule 7.2; and

15.3.2 the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. Administration and Amendment

16.1 The Plan shall be administered by the Board.

16.2 Notwithstanding Rule 16.1, or anything else to the contrary in these Rules, any matter to be determined in relation to a Rollover Option granted to, or held by, the Parent Company's chief executive officer or its other executive officers must be determined or recommended to the full board of the Parent Company for determination either by:

16.2.1 independent directors constituting a majority of the Parent Company's board's independent directors in a vote in which only independent directors participate; or

16.2.2 a compensation committee comprised solely of independent directors.

This Rule 16.2 shall be interpreted in accordance with the NASDAQ Listing Rules, save that "independent director" shall mean a person who is both an independent director within the meaning of the NASDAQ Listing Rules and a non-employee director within the meaning of Rule16b-3 under the Securities Exchange Act of 1934

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of the United States (the "Exchange Act").

16.3 Subject always to Rule 16.2, the Board may delegate its powers to such person or persons as it determines, and on such terms as it determines, provided that the Board may not delegate its power and authority to the Chief Executive Officer or other executive officer of the Parent Company with regard to decisions concerning the timing, pricing or amount of a Rollover Option granted to or held by an officer, director or other person subject to Section 16 of the Exchange Act.

16.4 The Board may amend the Plan from time to time, but:

16.4.1 no amendment may be made to a Key Feature of the Plan if, as a result of the amendment, the Plan would no longer be a Schedule 4 CSOP;

16.4.2 no material amendment may apply to Options granted before the amendment was made:

(a) if the Grantor is not the Company, without the consent of the Grantor (which shall not be unreasonably withheld); and

(b) if the amendment will have a material adverse impact on the rights of the Option Holder:

(i) without the prior written consent of such number of Option Holders as hold Option under the Plan to acquire 75 per cent of the Shares which would be issued or transferred if all Options granted and subsisting under the Plan were at that time exercised; or

(ii) Without a resolution at a meeting of Option Holders passed by not less than 75 per cent of the Option Holders who attend and vote either in person or by proxy, and for the purposes of this rule 16.4.2(b)(ii) the Option Holders shall be treated as a separate class of share capital and the provisions of the articles of association of the Company relating to class meetings shall apply mutatis mutandis.

16.4.3 no amendment may be made without the prior approval of the Company in general meeting if it would:

(a) make the terms on which Options may be granted materially more generous; or

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(b) increase any of the limits specified in rule 4; or

(c) change the definition of Eligible Employee to expand the class of potential Option Holders,

unless it is a minor amendment to benefit the administration of the Plan, to take account of a change in legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for Option Holders or for the Company or any Eligible Company;

16.5 The cost of setting up and operating the Plan shall be borne by the Constituent Companies in proportions determined by the Board.

16.6 Each Grantor other than the Company shall at all times:

16.6.1 keep sufficient issued Shares available; and/or

16.6.2 hold sufficient enforceable rights to subscribe for Shares, or to acquire issued Shares,

to satisfy the exercise of all Options granted by that Grantor.

16.7 The Board shall determine any question of interpretation and settle any dispute arising under the Plan. In such matters, the Board's decision shall be final.

16.8 The Company and any other Grantor shall not be obliged to notify any Option Holder of any vesting of an Option or if an Option becomes exercisable or if an Option is due to lapse.

16.9 The Company, any other Grantor shall not be obliged to provide Option Holders with copies of any materials sent to the holders of Shares.

17. Governing Law

The Plan and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18. Jurisdiction

18.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Plan or its subject matter or formation (including non-contractual disputes or claims).

18.2 Each party irrevocably consents to any process in any legal action or proceedings under rule 18.1 above being served on it in accordance with the provisions of the Plan relating to service of notices. Nothing contained in the Plan shall affect the right to serve process in any other manner permitted by law.

19. Third Party Rights

19.1 A person who is not a party to the Option shall not have any rights under or in connection with it as a result of the Contracts (Rights of Third Parties) Act 1999 except where such rights arise under any provision of the Plan for any employer or former employer of the Option Holder which is not a party.

This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

19.2 The rights of the parties to an Option to surrender, terminate or rescind it, or agree any variation, waiver or settlement of it, are not subject to the consent of any person that is not a party to the Option as a result of the Contracts (Rights of Third Parties) Act 1999.

20. Data Protection

20.1 In accepting the grant of an Option each Option Holder consents to the collection, holding, processing and transfer of his Personal Data by the Company, any Grantor or any Constituent Company for all purposes connected with the operation of the Plan.

20.2 The purposes of the Plan referred to in rule 20.1 include, but are not limited to:

20.2.1 holding and maintaining details of the Option Holder's Options;

20.2.2 transferring the Option Holder's Personal Data to the trustee of an employee benefit trust, the Company's registrars or brokers or any administrators of the Plan; and

20.2.3 transferring the Option Holder's Personal Data to a bona fide prospective buyer of the Company or the Option Holder's employer company or business unit (or the prospective buyer's advisers), provided that the prospective buyer, and its advisers, irrevocably agree to use the Option Holder's Personal Data only in connection with the proposed transaction and in accordance with the data protection principles set out in the Data Protection Act 1998; and

20.2.4 transferring the Option Holder's Personal Data under rule 20.2.2 or rule 20.2.3 to a person who is resident in a country or territory outside the European Economic Area that may not provide the same statutory protection for the information as countries within the European Economic Area.

Appendix 1

Dated 201[*]

OPTION CERTIFICATE

THIS DEED dated [DATE]

This is a deed of Adaptimmune Limited incorporated and registered in England and Wales with company number 06456741 whose registered office is at 91 Milton Park, Abingdon, Oxon, OX14 4RY (the **Company**).

Background:

A. The Company has adopted the Adaptimmune Limited Company Share Option Plan (Plan).

B. The Plan is a Schedule 4 CSOP scheme (as defined in paragraph 1(A1) of Schedule 4 to the Income Tax (Earnings and Pensions) Act 2003).

C. The Company wishes to grant an option under the Plan to [NAME OF EMPLOYEE] of [ADDRESS OF EMPLOYEE] (Option Holder), on the terms specified in this Deed (Option Certificate).

1. Interpretation

1.1 Terms defined in the rules of the Plan (but not defined in this Option Certificate) shall have the same meaning in this Option Certificate as in the rules of the Plan, unless the context requires otherwise. The rules of interpretation in the Plan also apply to the Option Certificate.

1.2 A copy of the rules of the Plan may be obtained from the intranet of the Company.

1.3 Terms in the Option Certificate such as **you** or **your** refer to and address the Option Holder.

2. Grant Of Option

2.1 Subject to the other terms of the Option Certificate and the rules of the Plan, the Company grants You an option (**Option**) to acquire [NUMBER OF SHARES] Ordinary Shares (**Option Shares**) in the Company.

2.2 The Date of Grant of the Option is the date of execution of this Deed.

2.3 The Exercise Price of the Option is £[x] per Option Share.

3. Vesting Dates

3.1 The Shares subject to your Option will vest and become Vested Shares as follows:

3.2 The Shares subject to your Option will vest and become Vested Shares as follows:

3.2.1 in respect of [•] Shares (being 25% of the Option Shares rounded down to the nearest whole number), on the first anniversary of the Date of Grant;

3.2.2 in respect of a further [•] Shares (being 1/36 of the remainder rounded down to the nearest whole number) at the end of each of the 35 months following the first anniversary of the Date of Grant;

3.2.3 in respect of a further [•] Shares (being the remainder of the Option Shares) on the fourth anniversary of the Date of Grant;

3.2.4 provided that no further vesting shall occur after you have ceased to be an Employee.

3.3 You may lose the ability to exercise the Option and/or the Option may lapse before any date specified in clause 3.1 if certain events occur, in accordance with the rules of the Plan.

4. First Exercise Date

4.1 You may only exercise the Option on the occurrence of a Sale, Listing, Takeover (other than a Reorganisation) or other event referred to in rule 6.1 in accordance with the rules of the Plan unless the Board exercises its discretion to allow you to exercise prior to one of these events pursuant to rule 6.3 or rule 6.5.

4.2 If you exercise the Option before the date which is three years from the Date of Grant other than in certain defined events, You may not benefit from the special tax treatment for CSOP options. It is Your responsibility to take Your own tax advice in relation to any exercise of the Option.

5. Latest Exercise Date

5.1 You may not exercise the Option after 5:00pm on the day immediately preceding the tenth anniversary of the Date of Grant and it will lapse on that date if it has not lapsed or been exercised in full before then.

5.2 You may lose the ability to exercise the Option and/or the Option may lapse before the date specified in clause 5.1 if certain events occur, in accordance with the rules of the Plan.

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6. Restrictions Applying To The Option Shares

The Option Shares are subject to the Relevant Restrictions in Schedule 1**.**

7. Terms of Option

7.1 The Option is subject to:

7.1.1 Schedule 4 to the Income Tax (Earnings and Pensions) Act 2003 (Schedule 4);

7.1.2 any other legislation applying to Schedule 4 CSOP schemes; and

7.1.3 the rules of the Plan.

7.2 The provisions referred to in clause 7.1 shall take precedence over any conflicting statement about the terms of the Option.

7.3 Without limitation clause 3.3, clause 5.2, clause 8, clause 9, clause 10, clause 11 and clause 12 are included only as a summary of certain important provisions of the Plan, to draw these to your attention.

8. Restrictions on Transfer and Charging

8.1 You may not transfer the Option and it will lapse if You attempt to do so. However, the Option will not lapse if and when it passes to your personal representatives on your death.

8.2 You may not make the Option subject to a charge or any other security interest. For example, You cannot use the Option as security for a loan. The Option will lapse if You attempt to do so.

8.3 The Option will lapse if You are declared bankrupt.

9. Exercise After Cessation Of Employment

9.1 After You cease holding office or employment with the Company or any other company of which the Company has control, You may only exercise the Option if, and to the extent that, exercise is then permitted under the rules of the Plan.

9.2 In certain circumstances, after You give or receive notice to terminate employment with the Company or any other company of which the Company has Control, You may only exercise the Option if, and to the extent that, exercise is then permitted under the rules of the Plan.

10. Terms of Your Employment

10.1 The grant and existence of the Option shall not affect the terms of your employment with the Company or any other company of which the Company has (or had) Control.

10.2 You shall have no rights to compensation or damages on account of any loss concerning the Option or the Plan that arises (or is claimed to arise), in whole or in part, from:

10.2.1 the termination of any office or employment held by You; or

10.2.2 any notice to terminate office or employment given by or to You; or

10.2.3 any company ceasing to be a Constituent Company of the Plan; or

10.2.4 the transfer of any business to a person which is not a Constituent Company of the Plan; or

10.2.5 a determination by HMRC that the Plan is no longer a Schedule 4 CSOP scheme.

This clause 10.2 applies however the relevant circumstances are caused and however damages or compensation may be claimed.

10.3 The grant of the Option does not give You any right to receive further options under the Plan, or any other share incentives or bonuses.

10.4 The value of any benefit realised from the Option shall not be taken into account in determining your entitlement to any pension or similar benefit.

11. Income Tax And National Insurance Contributions

11.1 Depending on the circumstances, on exercise of the Option You may have an income tax liability under PAYE and You may be required to pay national insurance contributions (**NICs**). If so, then:

11.1.1 the Company or your employer may require You to pay amounts in respect of your PAYE and NICs liability, or enter into some other arrangement specified by the Company for the payment of these amounts;

11.1.2 You may be required to:

(a) pay; or

(b) enter into a joint election to transfer; or

(c) enter into an arrangement or agreement for the payment of

some or all of your employer's secondary class 1 NICs liability arising from exercise of the Option; and

11.1.3 in some circumstances, the Company may withhold the number of Option Shares required to meet your liabilities in respect of PAYE, and primary (employee) class 1 NICs and secondary (employer) class 1 NICs.

11.2 The Option may only be exercised if You:

11.2.1 confirm (in writing) that You agree to the requirements of the Plan relating to PAYE and NICs (**Rule 8**). This may be done at the time of exercise; and

11.2.2 make any arrangements, or enter into any agreements, that may be required under Rule 8.

12. Lock Up Agreement

The Company may require you as a condition of exercise to enter into a lock up agreement substantially similar to the requirements of subsection 2.11 of the Investors' Rights Agreement in relation to the Company dated 23 September 2014, a copy of which Investors' Rights Agreement will be supplied to you.

13. Exercise Of Option

13.1 To exercise the Option, you should fill in and sign an exercise notice and submit it to the Company.

13.2 You may also be required to enter into a deed of adherence, as referred to in rule 6.8 of the Plan, and a lock up agreement in accordance with clause 12.

13.3 An exercise notice form is attached to this Option Certificate.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

Relevant Restrictions

(A) Articles of Association

There are Relevant Restrictions contained in the Company's Articles of Association. The details of these restrictions are set out below. In addition You will be provided with a copy of the Articles of Association so that You can refer to the full provisions containing these Relevant Restrictions.

Articles 7 to 11

Under the provisions of Article 7 to 10 of the Articles of Association of the Company, there is a general prohibition on transfers of Ordinary Shares other than to a Privileged Relation or a Family Trust. The definitions for these permitted transfers are copied below. This prohibition is subject to the provisions in Article 11 which allows a transfer to take place provided that the shares are first offered to the existing shareholders.

Privileged Relation:

in relation to an individual member or deceased or former individual member, means the husband or wife or the widower or widow of such member and all the lineal descendants and ascendants in direct line of such member and the brothers and sisters of such member and their lineal descendants and a husband or wife or widower or widow of any of the above persons and for the purposes aforesaid a step-child or adopted child or illegitimate child of any person shall be deemed to be his or her lineal descendant;

Family Trust:

as regards any particular individual member or deceased or former individual member, means a trust (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than that individual and/or Privileged Relations of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a Share if such Share or the income thereof is or may become liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by such person pursuant to the terms of the relevant trust or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;

Article 12

If a holder of Ordinary Shares wishes to sell those shares in accordance with the terms of Article 11, they must first notify the Major Investors (as defined in the articles), who then have the right to elect to sell some of their shares on the relevant terms in lieu of a proportion of the shares to be sold by the original selling holder.

Article 13

Compulsory transfer (forfeiture) provisions apply where the individual is adjudicated bankrupt, if shares are not voluntarily transferred within a year of the individual's death, or if the employee ceases to be employed by the Company. Fair value will be paid for a transfer arising under this Article and there is a mechanism for determining fair value in Article 13.

Article 14

No transfer of shares to a Non-Financial Buyer (as defined in the Articles) will be registered if it would result in the transferee (together with persons connected with it) holding or beneficially owning shares which give it more than 50% of the voting rights of the Company unless the transferee offers to buy the other shares at a specified price.

Article 15

In a case where shareholders are proposing to sell shares holding at least 75% of the voting rights in the Company, Article 14 enables them to force the minority to sell their shares for consideration specified in Article 14.

(B) Shareholders' Agreement

There is a provision in rule 6.8 of the Plan pursuant to which you may be required on exercise of the Option to enter into a deed of adherence to a shareholders' agreement entered into between the shareholders of the Company, under which you would agree to be bound by that agreement as though you were a party to it. It is possible that such an agreement could contain Relevant Restrictions. Details of certain restrictions on transfer set out in the existing shareholders' agreement are set out below. In addition, on request You will be provided with a copy of the relevant sections of the existing shareholders' agreement so that You can refer to the full provisions containing these Relevant Restrictions.

Clause 7

No party to the shareholders' agreement may transfer shares:

- unless the transferee enters into a deed of adherence;
- if the transferee is a competitor of the Company (unless pursuant to an offer under Article 15 of the Articles of Association of the Company).

(C) Lock Up Agreement

The Shares may be subject to restrictions contained in a lock up agreement as referred to in clause 12 of the Option Certificate if You are required to enter into such an agreement, which would, inter alia, restrict Your ability to sell the Shares during certain periods in connection with the Company's first underwritten public offering of Shares under the US Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (or any such offering of a company which acquires the Company pursuant to a Reorganisation).

Executed as a deed by Adaptimmune Limited acting by:

_____

[SIGNATURE OF FIRST DIRECTOR]

Director

[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

[Director **OR** Secretary]

DATED 201[*]

ADAPTIMMUNE LIMITED
COMPANY SHARE OPTION PLAN - NOTICE OF EXERCISE OF OPTION

THIS DEED dated [DATE] is made by:

This notice is given by me, *(write your full name here)* (**Option Holder**).

14. Option Exercise

I wish to exercise the option (Option) granted to me on *(write date of grant here)* by Adaptimmune Limited (Company) under the rules of the Adaptimmune Limited Company Share Option Plan (Plan). I agree to the terms of the Plan and my Option Certificate in relation to the Option.

15. Number Of Shares To Be Acquired

I wish to exercise the Option to acquire:

· All

· *(if exercising only in part, write number of shares here)*

(Delete one of the bullet points above, as appropriate.)

of the shares subject to the Option (the Shares) and I request that the Shares be allotted or transferred to me under the Plan and the articles of association of the Company.

(Note that you may exercise the Option in whole or in part)

16. Agreements About My Tax Liabilities

16.1 I irrevocably agree to:

16.1.1 pay to the Company, my employer or former employer amounts equal to any PAYE income tax and primary class 1 (employee) National Insurance contributions (NICs) (or any similar liability for tax or social security contribution arising in any jurisdiction outside the United Kingdom) for which the Company, my employer or former employer is liable to account on the exercise of the Option or the sale of any Shares (or any other taxable event in relation to the Shares); or

16.1.2 enter into arrangements satisfactory to the Company to secure the payment of the amounts specified in clause 16.1.1.

16.2 I irrevocably agree:

16.2.1 to pay to the Company, my employer or former employer amounts equal to any secondary class 1 (employer) NICs (or any similar liability for social security contribution arising in any jurisdiction outside the United Kingdom) which the Company, my employer or former employer is liable to pay on the exercise of the Option or the sale of any Shares (or any other taxable event in relation to the Shares) and which may be lawfully recovered from me;

16.2.2 to enter into arrangements satisfactory to the Company to secure the payment of the amounts specified in clause 16.2.1; or

16.2.3 if requested to do so by the Company, my employer or former employer, to enter into a joint election to transfer to me liability for the whole or any part of the amounts specified in clause 16.2.1.

16.3 I understand and agree that, if I do not fulfil any obligation I then have under clause 16.1 and clause 16.2 within seven days after the date of this exercise, the Company may retain and sell enough of the Shares to satisfy my liabilities under clause 16.1 and clause 16.2, together with any costs arising from that sale. I shall be entitled to any balance of the sale proceeds.

16.4 I irrevocably agree to enter into a joint election in respect of the Shares under section 431(1) or section 431(2) of the Income Tax (Earnings and Pensions) Act 2003, if required to do so by the Company, my employer or former employer at any time up to the date falling 14 days after I acquire the Shares.

16.5 I appoint the Company (acting by any of its directors from time to time) as my agent and attorney to:

16.5.1 sell Shares and deal with the proceeds of sale as specified in clause 3.3 (if relevant, as modified by my direction in clause 17); and,

16.5.2 execute joint elections of the types specified in clause 16.2.3 and clause 16.4,

in my name and on my behalf.

The Company may appoint one or more persons to act as substitute agent(s) and attorney(s) for me and to exercise one or more of the powers conferred on the Company by this power of attorney, other than the power to appoint a substitute attorney. The Company may subsequently revoke any such appointment.

This power of attorney shall be irrevocable, except with the consent of the Company, and is given by way of security to secure the interest of the Company (for itself and as trustee under the Option on behalf of any employer or former employer of mine) as a person liable to account for or pay any relevant PAYE or NICs liability.

I declare that a person who deals in good faith with the Company or any substitute attorney as my attorney appointed under this Deed may accept a written statement signed by that person to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

17. Directions About My Tax And NICs Liabilities

(The Option was granted as an tax-advantaged CSOP option. As a result, income tax and NICs liabilities will only arise on exercise if certain limited circumstances.

If you have any doubt as to whether tax and NICs will be due on exercise, you should ask the Company Secretary to confirm the position before you exercise the Option.)

PAYE income tax and NICs (as specified in clause 16.1 and clause 16.2) (Tax Liability) may arise on this exercise. If a Tax Liability arises, I wish to pay my Tax Liability by the following method:

· I authorise my employer to deduct the Tax Liability under PAYE from my next salary payment.

· I have included payment for the Tax Liability in the enclosed cheque.

· I wish the Company to retain and sell enough Shares to meet the Tax Liability, as specified in clause 3.3 (but without being required to wait until seven days after this exercise before doing so).

· I have entered into other arrangements (which are satisfactory to the Company) to meet the Tax Liability.

Delete all but one of the bullet points above, as appropriate. If you do not select a method of settling your Tax Liability, the Company will sell a number of shares to meet your Tax Liability, as specified in clause 3.3.

18. Payment

18.1 I enclose a cheque for *(write amount here)* which includes:

· The aggregate exercise price payable under the Option for the Shares.

· The amount due in respect of my PAYE and NICs liabilities (as specified in clause 16.1 and clause 16.2) arising on exercise*(Delete this bullet point, if it does not apply.)*

18.2 I enclose completed documentation relating to other arrangements (which are satisfactory to the Company) to meet my PAYE and NICs liabilities arising on exercise (as specified in clause 16.1 and clause 16.2). *(Delete this clause, if it does not apply.)*

18.3 I enclose a completed deed of adherence in accordance with rule 6.8 of the Plan. (Delete*this clause if it does not apply.*)

18.4 I enclose a completed lock up agreement as referred to in the Option Certificate (*Delete this clause if it does not apply.*)

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a deed by [NAME OF OPTION HOLDER] in the presence of: _____

_____

[SIGNATURE OF OPTION HOLDER]

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

18.4.1

RULES of the
ADAPTIMMUNE THERAPEUTICS PLC 2015 SHARE OPTION SCHEME

Adopted by the Company on 16 March 2015

Amended on 15 April 2015 and 13 January 2016

CONTENTS

RULES OF THE ADAPTIMMUNE THERAPEUTICS PLC 2015 SHARE OPTION SCHEME (INCORPORATING ENTERPRISE MANAGEMENT INCENTIVE OPTIONS)

1. DEFINITIONS

1.1 In these Rules, unless the context otherwise requires, the following words and expressions have the meanings set opposite them:

"Auditors"	the auditors for the time being of the Company or in the event of there being joint auditors such one of them as the Board shall select;
"Board"	the board of directors from time to time of the Company (or the directors present at a duly convened meeting of such board) or a duly authorised committee of directors appointed by that board of directors to carry out any of its functions under this Scheme;
"Company"	Adaptimmune Therapeutics plc, a company incorporated and registered in England with number 9338148;
"Connected"	means that the relevant individual is an employee or a director of, or a Consultant to, a Group Company;
"Consultant"	means any person who is providing consultancy services to a Group Company including, without prejudice to the generality of the foregoing, any member of any Scientific Advisory Board that may from time to time be established by the Company;
"control"	except as otherwise provided, has the meaning given in Section 719 of ITEPA 2003;
"Date of Grant"	the date on which an Option is granted as provided in Rule 3.6;
"Deed of Grant"	has the meaning given in Rule 3.4A;
"Disqualifying Event"	has the meaning given in sections 533 to 539 of ITEPA 2003;
"Eligible Person"	in relation to the grant of an Option which is not an EMI Option, any employee or director of a Group Company or any Consultant and in relation to the grant of an EMI Option, any employee of a Group Company who satisfies the eligibility criteria set out in Rule 2;
"EMI Notice"	a notice of an option which must be given to HMRC for that Option to be an EMI Option and which complies with the requirements of paragraph 44 of Schedule 5 to ITEPA 2003;

"EMI Option"	an Option which is a **"qualifying option"** as defined in paragraph 1(2) of Schedule 5 to ITEPA 2003;
"Employer NICs"	any secondary class 1 (employer) national insurance contributions (or any similar liability for social security contribution in any jurisdiction) that the Option Holder's Employer is liable to pay as a result of any Taxable Event (or which such person would be liable to pay in the absence of an election of the type referred to in Rule 9.2(b)) and which may be lawfully recovered from the Option Holder.
"Existing Share Option"	a right to acquire Shares that are already in issue, at the Option Price, pursuant to and in accordance with the Rules, which has neither lapsed nor been fully exercised;
"Grantor"	the person granting an Option pursuant to the Rules of this Scheme which may be: (a) the Company; or (b) the trustees of an employee benefit trust authorised by the Board to grant Options at the relevant time, subject to Rule 3.7; or (c) any other person authorised by the Board to grant Options at the relevant time, subject to Rule 3.7;
"the Group"	the Company and its subsidiaries from time to time;
"Group Company"	a company which is a member of the Group and includes the Company, whether or not it has any subsidiaries at the relevant time;
"HMRC"	HM Revenue & Customs;
"ITEPA 2003"	the Income Tax (Earnings and Pensions) Act 2003;
"Listing"	the listing of the securities of the Company on the London Stock Exchange plc (including for the avoidance of doubt the AIM Market) or any recognised investment exchange (as defined in section 285 of the Financial Services and Market Act 2000) including NASDAQ and NASDAQ Europe and their respective share dealing markets and the Listing shall be treated as occurring on the day on which trading in the securities of the Company begins;
"New Share Option"	a right to subscribe for Shares at the Option Price pursuant to and in accordance with these Rules which has neither lapsed nor been fully exercised;

"N.I. Regulations"	the laws, regulations and practices from time to time in force relating to liability for and the collection of National Insurance contributions;
"Option"	a New Share Option or an Existing Share Option;
"Option Agreement"	a written agreement executed in respect of the grant of an Option pursuant to Rule 3.4;
"Option Holder"	a person holding an Option, including, where applicable, his Personal Representatives;
"Option Holder's Employer"	such Group Company as is the Option Holder's employer or, if he has ceased to be employed within the Group, was his employer or such other Group Company, or other person as, under the PAYE Regulations or, as the case may be, the N.I. Regulations, or any other statutory or regulatory enactment (whether in the United Kingdom or otherwise), is obliged to account for any Tax Liability;
"Option Price"	the price, as from time to time determined by the Board (with the prior consent of the Grantor, where appropriate), at which each Share subject to an Option may be acquired on the exercise of that Option which, if Shares are to be newly issued to satisfy the exercise of the Option, shall not be less than the nominal value of a Share;
"Option Shares"	the Shares over which an Option subsists;
"ordinary share capital"	all the issued share capital (by whatever name called) of the Company other than capital the holders whereof have a right to a dividend at a fixed rate but have no other right to share in the profits of the Company;
"PAYE Regulations"	the regulations made under section 684 of ITEPA 2003;
"Performance Option"	an Option the exercise of which is subject to attainment of a Performance Target;
"Performance Period"	in relation to a Performance Option, the period (as determined by the Board) over which the performance of the Company and/or any other condition is to be measured for the purposes of determining whether and to what extent the Performance Target is met;
"Performance Target"	the condition or conditions imposed on the exercise of an Option pursuant to Rule 5 as amended and varied from time to time in accordance with these Rules;

"Personal Data" any personal information which could identify an Option Holder, including but not limited to, the Option Holder's:

(a) date of birth;

(b) home address;

(c) telephone number;

(d) e-mail address;

(e) National Insurance number (or equivalent); or

(f) Options under the Scheme or any other employee share scheme operated by the Company.

"Personal Representatives" in relation to an Option Holder, the personal representatives of the Option Holder (being either the executors of his will to whom a valid grant of probate has been made or, if he dies intestate, the duly appointed administrator(s) of his estate) who have produced to the Company evidence of their appointment as such;

"Qualifying Subsidiary" a subsidiary which satisfies the conditions of paragraph 11 of Schedule 5 to ITEPA 2003;

"Relevant Restriction" a provision included in any contract, agreement, arrangement or condition (including the articles of association of the Company) to which any of sections 423(2), 423(3) or 423(4) of ITEPA 2003 would apply if references in them to employment related securities were references to Shares;

"Sale" an unconditional agreement being entered into for the sale to a person other than a Group Company of the whole, or substantially the whole, of the business and assets of the Company;

"Scheme" this share option scheme as constituted and governed by these Rules, as from time to time amended in accordance with these Rules;

"Shares" fully paid irredeemable shares in the ordinary share capital of the Company. For these purposes, shares:

(a) will not be fully paid-up if there is any undertaking to pay cash to the Company at a future date for those Shares; and

(b) shall be treated as redeemable if they may become so at a future date;

"subsidiary" a company which is a subsidiary of the Company within the meaning of Section 1159 of the Companies Act 2006, except that any company that is a subsidiary under section 1159(1)(b) or section 1159(c) shall not cease to be a subsidiary for the purposes of these Rules (in particular, the definitions of Group, Group Company, Qualifying Subsidiary and Eligible Person) when shares in that subsidiary held by the Company (or by another subsidiary) are registered in the name of:

(a) another person (or its nominee) solely by way of security or in connection with the taking of security; or

(b) the Company's (or another subsidiary's) nominee;

"Sufficient Shares" the smallest number of Shares which, when sold at the best price which can reasonably be expected to be obtained at the time of sale, will produce an amount at least equal to the relevant Tax Liability (after deduction of brokerage and any other charges or taxes on the sale);

"Takeover" the Company coming under the control of a person or persons as mentioned in Rule 11;

"Taxable Event" any event or circumstance that gives rise to a liability for the Option Holder to pay income tax and National Insurance contributions or either of them (or their equivalents in any jurisdiction) in respect of:

(a) the Option, including its exercise, its assignment or surrender for consideration, or the receipt of any benefit in connection with it;

(b) any Shares (or other securities or assets):

(i) earmarked or held to satisfy the Option;

(ii) acquired on exercise of the Option;

(iii) acquired as a result of holding the Option; or

(iv) acquired in consideration of the assignment or surrender of the Option; or

(c) any securities (or other assets) acquired or earmarked as a result of

holding Shares (or other securities or assets) mentioned in (b); or

(d) any amount due under PAYE in respect of securities or assets within (a) to (c) above, including any failure by the Option Holder to make good such an amount within the time limit specified in section 222 of the ITEPA 2003.

"Tax Liability" the total of:

(a) any income tax and primary class 1 (employee) National Insurance contributions (or their equivalents in any jurisdiction) for which the Option Holder's Employer may be liable to account (or reasonably believes it is or may be liable to account) as a result of any Taxable Event; and

(b) any Employer National Insurance contributions that any employer (or former employer) of the Option Holder is or may be liable to pay (or reasonably believes it is or may be liable to pay) as a result of any Taxable Event which can be recovered lawfully from the Option Holder;

"Vested Shares" Shares which, subject to the following rules of this Scheme, may at the relevant time be acquired by the exercise of an Option in accordance with these Rules in consequence of the conditions set out in any applicable Vesting Schedule or Performance Targets being met.

"Vesting Schedule" such one or more time-based conditions as may be specified by the Board in the Option Agreement or Deed of Grant as mentioned in Rules 5.1 and 5.2.

1.2 Where the context so admits or requires, the singular includes the plural and the masculine includes the feminine and neuter and vice versa.

1.3 References to Rules are to Rules of this Scheme as from time to time amended in accordance with their provisions.

1.4 A reference to a statute or statutory provision is a reference to it as in force at the relevant time, taking account of any amendment, extension or re-enactment and includes any subordinate legislation in force and made under it.

1.5 References to "**writing**" and "**written**" includes faxes, email and other forms of electronic communication which can be read.

1.6 A reference to a "person" includes any individual, firm, body corporate, unincorporated association, partnership, joint venture, government or state or agency of state (whether or not having a separate legal personality).

1.7 Headings shall not affect the interpretation of these Rules.

2. ELIGIBILITY FOR EMI OPTIONS

2.1 A person is eligible to be granted an EMI Option if (and only if) he is an employee of the Company or a Qualifying Subsidiary and his committed time to the relevant company amounts to at least 25 hours a week, or if less, 75% of his "working time" (as that expression is defined by paragraph 27(1) of Schedule 5 to ITEPA 2003), and which includes time which the employee would have been required to so spend but for injury, ill health, disability, pregnancy, childbirth, maternity, paternity or parental leave, reasonable holiday entitlement or not being required to work during a period of notice of termination, in compliance with paragraph 26 of Schedule 5 to ITEPA 2003.

2.2 A person is not eligible to be granted an EMI Option at any time when he is not eligible to participate in the Scheme by virtue of paragraph 28 of Schedule 5 to ITEPA 2003 *(no material interest requirement).*

3. GRANT OF OPTIONS

3.1 Subject to the limitations and conditions of this Scheme, in its absolute discretion, any Grantor may, on such dates as it shall determine, grant Options (whether or not intended to be EMI Options) to such Eligible Persons as it may in its absolute discretion select.

3.2 Options:

3.2.1 may not be granted at any time when such grant would be prohibited by, or in breach of, any law or regulation with the force of law; or

3.2.2 which are intended to be EMI Options shall only be granted when the Company is a qualifying company as defined in paragraph 8 of Schedule 5 to ITEPA 2003.

3.3 The Grantor may impose a condition preventing the exercise of an Option unless the Option Holder shall have entered into a Deed of Adherence (in such form as may be required by the Company) with the Company and all persons who at the date of exercise of the Option are holders of shares in the capital of the Company whereby the Option Holder becomes a party to any Shareholders' Agreement or other document having a similar effect which is in force between the Company and all persons who at the date of exercise of the Option are holders of shares in the capital of the Company.

3.4 Subject to Rule 3.4A, an Option shall be granted by the Grantor and the Option Holder executing as a deed an agreement, in such form as the Board may from time to time determine. Each Option Agreement shall:

3.4.1 if such be the case, specify that the Option is intended to be an EMI Option and is granted in accordance with the provisions of Chapter 9 of Part 7 of and Schedule 5 to ITEPA 2003;

3.4.2 specify the Date of Grant;

3.4.3 identify the Grantor;

3.4.4 specify the number and class of Shares over which the Option is granted;

3.4.5 specify the Option Price;

3.4.6 specify any Performance Target and Performance Period imposed pursuant to Rule 5 (and any restrictions that apply to the variation or waiver of any such Performance Target) and any condition imposed under Rule 3.3;

3.4.7 specify the Vesting Schedule applicable to the Option;

3.4.8 specify the last date on which the Option may be exercised (subject to Rule 7.1) and assuming that the Option is not exercised earlier and no event occurs to cause the Option to lapse earlier;

3.4.9 specify how the Option may be exercised;

3.4.10 specify details of any Relevant Restrictions attaching to the Option Shares;

3.4.11 specify that the Option is subject to these Rules;

3.4.12 include the terms required by Rule 9.1, Rule 9.2 and Rule 9.6;

3.4.13 include the power of attorney required by Rule 9.7; and

3.4.14 include a term giving effect to Rule 3.9.

3.4A Notwithstanding Rule 3.4, in relation to Options other than EMI Options, Options may be granted by the Grantor executing a deed poll (a **"Deed of Grant"**), which may cover a number of Options. A Deed of Grant shall specify the information set out in Rule 3.4.2 to 3.4.8, together with any other terms of the Option not inconsistent with these Rules, in relation to each Option granted by it. Where an Option is granted by way of a Deed of Grant:

3.4A.1 the information set out in Rule 3.4.2 to 3.4.11 (and any other terms of the Option contained in the Deed of Grant) shall be provided to the Option Holder (and may be provided in an electronic manner); and

3.4A.2 the Option may be subject to a condition that if the terms of the Option are not accepted by the Option Holder within a period of 30 days (or such other period as the Board considers appropriate) from the Date of Grant, the Option shall lapse.

3.5 No amount shall be paid by an Eligible Employee for the grant of an Option.

3.6 The date of the agreement executed pursuant to Rule 3.4, or the date of execution of the deed poll referred to in Rule 3.4A, shall be taken for all purposes of this Scheme as the Date of Grant in respect of the relevant Option.

3.7 An Option shall not be granted by any person other than the Company without the prior approval of the Board and such person will only be authorised to grant Options after it has entered into as irrevocable undertaking to the Company for the benefit of the Company and an Option Holder's Employer that such person will fulfil its obligations as Grantor under these Rules.

3.8 In the case of an EMI Option, within 30 days after the Date of Grant, the Option Holder shall correctly complete, sign and date the relevant EMI Notice and return it to the Option Holder's Employer.

3.9 If an Option Holder granted an EMI Option does not correctly complete, sign and

date the relevant EMI Notice and return it to the Option Holder's Employer within 60 days after the Date of Grant the relevant Option shall automatically lapse at the end of that period.

3.10 The Option Holder's Employer shall, in respect of any Option intended to be an EMI Option:

3.10.1 send an original of the duly completed EMI Notice so as to be received by the Small Company Enterprise Centre of HMRC within the period of 92 days after the relevant Date of Grant (or such other period as may be specified by paragraph 44 of Schedule 5 to ITEPA 2003 at the relevant time); and

3.10.2 keep each Option Agreement available for inspection by HMRC at any time.

3.11 The Option Agreement, or the information provided in accordance with Rule 3.4A.1, shall serve as evidence of the grant of the Option and accordingly no certificates shall be issued to the Option Holder.

3A. SCHEME LIMIT

3A.1 In the event of a Listing, no Option may be granted if, immediately following the grant, it would make the aggregate number of Shares subject to awards made following the Listing under the Scheme and any other incentive plans for Connected individuals adopted by a Group Company exceed the Scheme Limit at that time.

3A.2 The **"Scheme Limit"** at any time shall be 8% of the number of Shares comprised in the Initial Fully Diluted Share Capital plus any Annual Increments by which the Scheme Limit has increased prior to that time in accordance with Rule 3A.4.

3A.3 The **"Initial Fully Diluted Share Capital"** shall be the issued share capital of the Company immediately following the Listing plus the number of shares which would be issued if all options to acquire Shares granted by the Company to Connected individuals (whether or not still Connected at the time of the Listing) which were outstanding at the time of the Listing were exercised in full and satisfied by the issue of new Shares by the Company.

3A.4 On 1 July in each year, commencing with 1 July 2016, the Scheme Limit shall automatically increase by 4% of the number of shares comprised in the issued share capital of the Company at the end of the immediately preceding 30 June, or, in each case, such lower number as the Board may prior to that 1 July determine. Each such increase shall be an **"Annual Increment"**.

3A.5 For the purposes of Rule 3A.1, Shares subject to awards which have been satisfied (in whole or in part) shall be included (to the extent that the relevant award has been satisfied), and Shares subject to awards which (in whole or in part) have lapsed or otherwise become incapable of exercise (other than by reason of the satisfaction thereof) shall not be included (to the extent that the relevant award has lapsed or otherwise become incapable of exercise).

3A.6 In the event that there is more than one Listing in relation to the Company, the term "Listing" in Rules 3A.1 and 3A.3 shall be interpreted as a reference to the first such Listing.

4. OPTION PRICE

4.1 Subject to Rule 3.4 and any adjustment being made pursuant to Rule 14, the Option Price shall be determined by the Board (with the prior consent of the Grantor, where appropriate).

4.2 In the case of a New Share Option, the Option Price shall not be less than the nominal value of a Share.

5. VESTING SCHEDULE AND PERFORMANCE TARGETS

5.1 An Option may be granted subject to either, or both, a Vesting Schedule and Performance Targets as the Board shall determine.

5.2 An Option may be granted on terms that different proportions of the Option Shares shall respectively become Vested Shares if the Option Holder is continuously Connected throughout such different periods, beginning with the Date of Grant, as the Board shall specify in the Option Agreement or the Deed of Grant.

5.3 An Option may be granted on terms that the extent to which the Option Shares become Vested Shares shall depend upon the extent to which one or more Performance Targets specified in the Option Agreement or Deed of Grant is attained (so that if and insofar as any such Performance Target is not attained, the Option shall then lapse and cease to be exercisable in respect of the proportion of Option Shares which does not then become Vested Shares).

5.4 A Performance Target may be specified to apply to the whole or part only of an Option.

5.5 After an Option has been granted the Board may (with the consent of the Grantor, where appropriate) amend a Vesting Schedule so as to bring forward the time at which any Option Shares shall become Vested Shares or vary any Performance Target imposed pursuant to Rule 5.1 PROVIDED THAT no such variation shall be made unless an event has occurred or events have occurred in consequence of which the Board reasonably considers that the terms of the existing Performance Targets should be so varied for the purpose of ensuring that either the objective criteria against which the performance of the Group and/or any Group Company and/or any division and/or the Option Holder will then be measured will be, in the reasonable opinion of the Board, a fairer measure of such performance or that any varied Performance Target will afford a more effective incentive to Option Holders and will be no more difficult to satisfy than was the Performance Target when first set.

5.6 After an Option has been granted the Board may (with the consent of the Grantor, where appropriate), waive in whole or in part any requirement that a Performance Target be met as a condition of exercise of an Option PROVIDED THAT no such waiver shall be made unless an event or events have occurred in consequence of which the Board reasonably considers that the terms of the existing Performance Target no longer afford an effective incentive to the Option Holder.

5.7 The Board shall determine whether, and to what extent, any Performance Targets have been satisfied.

5.8 If an Option is subject to any Performance Target, the Board shall notify the Option Holder (and the Grantor, if not the Company) within a reasonable time

after the Board becomes aware of the relevant information:

5.8.1 whether (and, if relevant, to what extent) the Performance Target has been satisfied and the relevant Option has therefore vested;

5.8.2 of any subsequent change in whether, or the extent to which, the Performance Target has been satisfied;

5.8.3 when that Performance Target has become incapable of being satisfied, in whole or in part; and

5.8.4 of any waiver or variation of that Performance Target under Rule 5.5 or 5.6.

5.9 The number of Shares in respect of which an Option shall become vested on any occasion shall be rounded to the nearest whole number.

5.10 If, in consequence of a Performance Target being met, an Option becomes vested in respect of some but not all of the Option Shares, it shall thereupon lapse and cease to be exercisable in respect of the balance of the Option Shares if such Performance Target is incapable of being met in respect of the balance of such Option Shares.

6. LIMITS

6.1 Unless permitted by Schedule 5 to ITEPA 2003 or such other legislation as may from time to time govern the granting of EMI Options, no person shall be granted EMI Options which would, at the time they are granted, result in that person exceeding the £250,000 maximum entitlement as prescribed in paragraph 5 of Schedule 5 to ITEPA 2003 (or such other amount as may be specified by Schedule 5 to ITEPA 2003 at the relevant time).

6.2 Unless permitted by Schedule 5 to ITEPA 2003 or such other legislation as may from time to time govern the granting of EMI Options, no person shall be granted EMI Options which would, at the time that they are granted, result in the Company exceeding the £3,000,000 maximum value of shares prescribed in paragraph 7 of Schedule 5 to ITEPA 2003 (or such other amount as may be specified by Schedule 5 to ITEPA 2003 at the relevant time).

6.3 A Grantor may only grant EMI Options whilst the requirements of Schedule 5 to ITEPA 2003 are met and if any of the requirements are not met, the Option shall continue to subsist but not as an EMI Option.

6.4 For the avoidance of doubt, the limitations under this Rule 6 do not apply to Options which are not EMI Options.

7. EXERCISE AND LAPSE OF OPTIONS

7.1 An Option shall not in any event be exercised later than 5.00 pm GMT on the day immediately preceding the tenth anniversary of the Date of Grant or such earlier date as may be specified in the relevant Option Agreement or Deed of Grant and shall lapse if not exercised by such date.

7.2 Subject to Rules 11.2 and 13.2 an Option may only ever be exercised in respect of Vested Shares or such greater proportion of the Option Shares as may be notified in writing to the Option Holder by the Board.

7.3 Except as mentioned in Rules 7.4, 11 and 13 or as otherwise provided in the relevant Option Agreement or Deed of Grant an Option may not be exercised unless the Option Holder is at the time of exercise Connected with a Group Company.

7.4 If an Option Holder ceases to be Connected with any member of the Group then an Option granted to him may only be exercised (if at all) in relation to such proportion of the Option Shares, and (subject to Rule 7.1) within such period, as the Board shall (with the consent of the Grantor, where appropriate) determine and notify to the Option Holder (or, where appropriate, his Personal Representatives) and shall otherwise lapse and cease to be exercisable on the date of cessation **PROVIDED THAT** unless such determinations are made by the Board prior to the expiry of the period of three months beginning with the date on which the Option Holder ceases to be so Connected then such Option may not be exercised and shall be deemed to have lapsed and ceased to be exercisable as from the date of such cessation.

7.5 Save for the express requirements of Rule 7.4 there are absolutely no restrictions (or implied restrictions) under these Rules or otherwise on the Board's freedom to make whatever decision it wishes (or no decision at all) under Rule 7.4. In doing so, the Board may take into account (or disregard) whatever factors it wishes. An Option Holder shall have no entitlement to, and m not claim, compensation or damages (or any other remedy) from any Group Company or any former Group Company in respect of any Board decision under Rule 7.4 (or any failure by the Board to consider making a decision).

7.6 An Option shall immediately lapse and cease to be exercisable:

7.6.1 if, in the case of an EMI Option, within the period of 60 days commencing on the Date of Grant, the Option Holder does not correctly complete, sign and return the relevant EMI Notice and return it to the Option Holder's Employer;

7.6.2 subject to Rules 7.4, 11 and 12, if the Option Holder ceases to be Connected with any member of the Group for any reason (including death);

7.6.3 if the Board shall have exercised its discretion pursuant to Rule 7.4 and the relevant Option shall not have been validly exercised within the period allowed for exercise and specified by the Board pursuant to Rule 7.4, at the end of that period;

7.6.4 at 5.00pm GMT on the day preceding the tenth anniversary of the Date of Grant;

7.6.5 if the Option (or any rights under it) is transferred or assigned (other than to the Personal Representatives of the Option Holder on the death of the Option Holder), mortgaged, charged or any other security interest created over it or otherwise disposed of by the Option Holder or the Option Holder attempts to do any such thing;

7.6.6 if the Option Holder is adjudged bankrupt under Part IX of the Insolvency Act 1986, or applies for an interim order under Part VIII of the Insolvency Act 1986, or proposes or makes a voluntary arrangement under Part VIII of the Insolvency Act 1986, or takes similar steps, or is similarly affected under the laws of any jurisdiction that correspond to those provisions of the Insolvency Act 1986;

7.6.7 at the end of the 40 day period referred to in Rule 11.1 or, if earlier, at the end of any period specified by the Board pursuant to Rule 11.2;

7.6.8 at the end of the 40 day period referred to in Rule 13.1 or, if earlier, at the end of any period specified by the Board pursuant to Rule 13.2;

7.6.9 if any Performance Target to which the Option is subject becomes incapable of being attained by the end of the relevant Performance Period.

8. MANNER OF EXERCISE OF OPTIONS

8.1 An Option shall be exercised in whole or in part by the Option Holder (or, as the case may be, his Personal Representatives) delivering to the Company (acting as agent of the Grantor) a written exercise notice (in such form prescribed by the Board from time to time, which can, without limitation, be in electronic form) specifying the number of Shares in respect of which the Option is being exercised. Such notice shall be accompanied by the payment of an amount equal to the Option Price multiplied by the number of Shares specified in the exercise notice in respect of which the Option is exercised and by any payment required under Rule 9 and/or any documentation relating to arrangements or agreements required under Rule 9 (save to the extent the Option Holder enters into other arrangements satisfactory to the Company for the payment of any such sum in relation to the Exercise Price and/or any sum required to be paid under Rule 9).

8.2 Where an Option is exercised in part only the balance of the Option not thereby exercised shall continue to be exercisable in accordance with these Rules and the relevant Option Agreement or Deed of Grant.

8.3 Any exercise notice shall be invalid:

8.3.1 to the extent that it is inconsistent with the Option Holder's rights under these Rules and/or the Option Agreement or Deed of Grant; and

8.3.2 if any of the requirements of Rule 8.1 are not met; or

8.3.3 if any payment referred to in Rule 8.1 is made by a cheque that is not honoured on first presentation or in any other manner which fails to transfer the expected value to the Company.

8.4 A notice to exercise an Option by an Option Holder will be invalid:

8.4.1 when any Group Company has begun disciplinary proceedings against the relevant Option Holder which have not been concluded; or

8.4.2 while any Group Company is investigating the relevant Option Holder's conduct and may as a result begin disciplinary proceedings; or

8.4.3 while there is a breach of the relevant Option Holder's contract of employment which entitles any Group Company to dismiss the Option Holder (whether or not the Group Company is aware of that breach); or

8.4.4 at any time when the relevant Option Holder is no longer employed by a Group Company but the Option remains capable of exercise, if there was a material breach of the Option Holder's employment contract:

(a) of which no Group Company was aware (or not fully aware) until after:

(i) the time when the Option Holder ceased employment; and

(ii) the time when the Board decided to permit the exercise of the Option following the Option Holder's cessation of employment (if such permission has been granted); and

(b) which would have prevented the grant or exercise of the Option, had any Group Company been aware (or fully aware) of that breach at the relevant time.

8.5 The Board shall treat Option Holders fairly and reasonably when making decisions or taking steps under Rule 8.4.

8.6 The Company may permit the Option Holder to correct any defect referred to in Rule 8.3.2 or 8.3.3 (but shall not be obliged to do so). The date of any corrected exercise notice shall be the date of the correction rather than the original notice date for all other purposes of the Scheme.

8.7 The Company shall be entitled to satisfy any New Share Option in whole or in part by procuring that the relevant number of Shares are transferred to the Option Holder upon the exercise of his Option.

8.8 Subject to the other Rules of this Scheme, as soon as practicable and in any event not more than 30 days after receipt by the Company of a valid notice exercising a New Share Option, the Shares in respect of which the New Share Option has been exercised and in respect of which the Company has not exercised its rights pursuant to Rule 8.6 shall be allotted and issued by the Company.

8.9 Subject to the other Rules of this Scheme, as soon as practicable and in any event not more than 30 days after receipt by the Grantor of a notice exercising an Existing Share Option or (where the Company is exercising its rights pursuant to Rule 8.7) by the Company of a valid notice exercising a New Share Option, the person transferring shares to the Option Holder shall lodge with the Company a transfer of the number of Shares which are to be transferred to the Option Holder pursuant to the exercise of his Option together with the share certificate(s) covering such Shares (if applicable) and the Company shall register such transfer. Shares transferred in satisfaction of the exercise of an Option shall be transferred free of any lien, charge or other security interest, and with all rights attaching to them, other than any rights determined by reference to a date before the date of transfer.

8.10 The Company shall be responsible for any stamp duty payable by an Option Holder in respect of the transfer of any Shares to him pursuant to the exercise of an Option.

8.11 Except for any rights determined by reference to a date before the date of allotment, Shares allotted and issued in satisfaction of the exercise of an Option shall rank equally in all respects with the other shares of the same class in issue at the date of allotment.

9. TAX LIABILITIES

9.1 Each Option Agreement shall include the Option Holder's irrevocable agreement to:

(a) pay to the Option Holder's Employer the amount of any Tax Liability; or

(b) enter into arrangements to the satisfaction of the Option Holder's Employer for payment of any Tax Liability.

Where an Option is granted by Deed of Grant, the acceptance of the terms of the Option in accordance with Rule 3.4A.2 shall constitute the Option Holder's irrevocable agreement to these terms.

9.2 Unless the Option Holder's Employer directs that it shall not, each Option Agreement shall include the Option Holder's irrevocable agreement that:

(a) the Option Holder's Employer may recover the whole or any part of any Employer NICs from the Option Holder; and

(b) at the request of the Option Holder's Employer, the Option Holder shall elect (using a form approved by HMRC) that the whole or any part of the liability for Employer NICs shall be transferred to the Option Holder.

Where an Option is granted by Deed of Grant, the acceptance of the terms of the Option in accordance with Rule 3.4A.2 shall constitute the Option Holder's irrevocable agreement to these terms (unless the Option Holder's Employer directs that it shall not).

9.3 The Option Holder's Employer may decide to release the Option Holder from, or not to enforce any part of the Option Holder's obligations in respect of Employer NICs under Rule 9.1 and 9.2.

9.4 If an Option Holder does not fulfil his obligations under either Rule 9.1(a) or Rule 9.1(b) in respect of any Tax Liability arising from the exercise of an Option within seven days after the date of exercise and Shares are readily saleable at that time, the Grantor shall withhold Sufficient Shares from the Shares which would otherwise be delivered to the Option Holder. From the net proceeds of sale of those withheld Shares, the Granter shall pay to the Option Holder's Employer an amount equal to the Tax Liability and shall pay any balance to the Option Holder. The Option Holder's obligations under Rule 9.1(a) and Rule 9.1(b) shall not be affected by any failure of the Company to withhold Shares under this Rule 9.4.

9.5 Option Holders shall have no rights to compensation or damages on account of any tax or national insurance contributions liability which arises or is increased (or is claimed to arise or be increased) in whole or in part because of:

(a) any decision of HMRC that an Option does not meet the requirements of Schedule 5 ITEPA 2003 and is therefore not an EMI Option, however that decision may arise;

(b) any Disqualifying Event, however that event may be caused; or

(c) the timing of any decision by the Board to permit the exercise of an Option under Rule 7.4.

9.6 Each Option Agreement shall include the Option Holder's irrevocable agreement to enter into a joint election, under section 431(1) or section 431(2) of ITEPA 2003, in respect of the Shares to be acquired on exercise of the relevant Option, if required to do so by the Company or Option Holder's Employer, on or before any date of exercise of the Option. Where an Option is granted by Deed of Grant, the acceptance of the terms of the Option in accordance with Rule 3.4A.2 shall constitute the Option Holder's irrevocable agreement to enter into such an election if so required.

9.7 Each Option Agreement shall include a power of attorney appointing the Company as the Option Holder's agent and attorney for the purposes of Rule 9.4 and Rule 9.6. Where an Option is granted by way of Deed of Grant, the acceptance of the terms of the Option in accordance with Rule 3.4A.2 shall constitute the Option Holder's appointment of the Company as the Option Holder's agent for the purposes of Rule 9.4 and Rule 9.6.

10. NON-TRANSFERABILITY OF OPTIONS

10.1 During his lifetime, only the individual to whom an Option is granted may exercise that Option. Options (and any rights arising under them) may not be transferred or assigned or have any charge or other security interest created over them.

11. TAKEOVERS

11.1 Subject to Rules 7.1, 11.2, and 12, if any person ('**the Controller**") acquires control of the Company as a result of:

11.1.1 making an offer to acquire the whole of the issued share capital of the Company which is made on a condition such that, if it is satisfied, the Controller will (on its own account or acting together with others) have control of the Company; or

11.1.2 making an offer to acquire all the shares in the Company which are of the same class as the Shares (on its own account or acting together with others); or

11.1.3 entering into a share sale and purchase agreement which will result in the Controller obtaining Control of the Company upon completion (on its own account or acting together with others);

the Option Holder shall, whether or not he subsequently or in consequence of the change in control ceases to be Connected with any Group Company for any reason but subject to the provisions of Rules 7.1 and 7.2, be entitled to exercise his Option in whole or in part within the period of 40 days beginning with the date when the Controller has obtained control of the Company and (if relevant) any condition subject to which the offer is made has been satisfied and to the extent that the Option is not exercised within such period it shall lapse and cease to be exercisable.

11.2 Notwithstanding Rule 11.1, if a person makes such an offer as is referred to in Rule 11.1.1 or 11.1.2 or negotiates a share sale and purchase agreement with the shareholders of the Company which will result in a change in control, the Board may, in its absolute discretion and by notice in writing to all Option Holders, declare all outstanding Options to be exercisable in respect of all Option Shares which would become Vested Shares upon such change of control in anticipation of the change in control during a reasonable limited period specified

by the Board in the notice (which period shall end immediately before the Controller obtains control of the Company, if it has not already ended). If the Board so declares, all outstanding Options may be exercised at any time during such period. If not exercised, the Options shall lapse immediately upon the expiry of such period.

12. QUALIFYING EXCHANGE OF SHARES

12.1 The provisions of Rule 12.2 shall have effect, and Rule 11.1 shall not apply if another company obtains all the shares of the Company as a result of a "qualifying exchange of shares" (falling within paragraph 40 of Schedule 5 to ITEPA 2003) and the Option Holder is invited to release his rights under his Option in consideration of the grant to him of rights (the "**Replacement Option**") which are equivalent but relate to shares in the acquiring company and the requirements of paragraphs 42 and 43 of Schedule 5 to ITEPA 2003 would be met in relation to the Replacement Option.

12.2 If the Option Holder does not agree to release his rights under his Option in consideration of the grant to him of such Replacement Option then his Option shall lapse and cease to be exercisable at the end of the period within which the Option Holder could have accepted such invitation.

13. SALE

13.1 In the event of a Sale, Options may be exercised in respect of Vested Shares whether or not the relevant Option Holder shall have ceased to be Connected with a Group Company subsequently to or in consequence of that Sale within the period of 40 days beginning with the date of the Sale and shall lapse and cease to be exercisable at the end of that period.

13.2 If the Board anticipates that a Sale may occur, the Board may invite Option Holders to exercise Options in respect of Option Shares which would become Vested Shares upon such Sale within such period preceding such Sale as the Board may specify and, if an Option is not then exercised, it shall, unless the Board otherwise determines, lapse and cease to be exercisable at the end of that period.

14. LISTING

14.1 In the event of a Listing, Options may be exercised in respect of Vested Shares within such one or more periods after the Listing as the Board shall determine and notify to Option Holders before the Listing PROVIDED THAT:

14.1.1 no such period shall be less than 7 days long; and

14.1.2 the first such period shall begin within the period of 14 days beginning with the date of Listing; and

14.1.3 if no exercise period has been specified by the Board, Options may be exercised after the Listing; and

14.1.4 if more than one exercise period has been specified by the Board, Options shall in any event be exercisable in respect of not less than one-third of the Vested Shares at any time within the first such period; and

14.1.5 the Board shall specify in writing to the Option Holders, at the same time as issuing notice of the first exercise period, the number and

dates of any further exercise periods.

14.2 Subject to Rule 14.3 if, pursuant to Rule 14.1 an Option becomes exercisable in consequence of a Listing, then the Company shall have the right not to issue and allot Shares upon the exercise of such Option unless the Option Holder has first agreed with the Company (in such form as the Board shall determine) that the Option Holder shall not sell or otherwise dispose of the Shares acquired upon the exercise of such Option within such period or periods (not extending beyond the second anniversary of the date of Listing) as the Board may specify in a notice in writing to the Option Holder.

14.3 No such agreement as is mentioned in Rule 14.2 shall prevent an Option Holder from immediately disposing of such number of the Shares so acquired (by way of sale for a consideration in cash which is not less than the best consideration which may be obtained at the time of sale) as is sufficient to enable the Option Holder (after deduction of costs and expenses of sale) to recover the cost of the aggregate Option Price paid and any income tax and National Insurance contributions due in consequence of such exercise of such Option.

15. VARIATION OF SHARE CAPITAL

15.1 If there is any variation of the share capital of the Company (whether that variation is a capitalisation issue (other than a scrip dividend), rights issue, consolidation, subdivision or reduction of capital or otherwise) which affects (or may affect) the value of Options to Option Holders, the Board may adjust the number and description of Shares subject to each Option and/or the Option Price of each Option in a manner which the Board, in its reasonable opinion, considers to be fair and appropriate. However:

15.1.1 the amendment of any Option granted by a Grantor other than the Company shall require the consent of that Grantor (which shall not be unreasonably withheld);

the Board should note that the amendment of an EMI Option:

(a) may be a Disqualifying Event;

(b) may be regarded by HMRC as the release of the Option and the grant of a replacement share option which lacks EMI tax advantages; and

(c) it is possible to consult the Small Company Enterprise Centre of HMRC before any amendment proposed to be made under this Rule 15 and obtain their informal confirmation that they do not consider that the amendment would fall within either (i) or (ii) above;

15.1.2 the total amount payable on the exercise of any Option in full shall not be increased; and

15.1.3 the Option Price for a Share to be newly issued on the exercise of any Option shall not be reduced below its nominal value (unless the Board resolves to capitalise, from reserves, an amount equal to the amount by which the total nominal value of the relevant Shares exceeds the total adjusted Option Price, and to apply such amount to pay-up the relevant Shares in full).

16. RELATIONSHIP WITH EMPLOYMENT CONTRACT

16.1 This Scheme shall not form part of any contract of employment or letter of appointment between any Eligible Person and any Group Company and shall not confer on any Eligible Person any legal or equitable rights whatsoever against any such company nor give rise to any claim or cause of action at common law under statute or in equity.

16.2 The grant of an option shall not form part of the Option Holder's entitlement to remuneration or benefits pursuant to his contract of employment or letter of appointment or count as wages or remuneration for pension purposes nor does the existence of a contract of employment or a letter of appointment between any person and any Group Company give such person any right or entitlement to have an Option granted to him in respect of any number of Shares or any expectation that an Option might be granted to him whether subject to any conditions or at all.

16.3 The rights and obligations of an Option Holder under the terms of his contract of employment or letter of appointment shall not be affected by the grant of an Option or his participation in this Scheme.

16.4 The rights granted to an Option Holder upon the grant of an Option shall not afford the Option Holder any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with any Group Company for any reason whatsoever (whether or not in circumstances giving rise to a claim for wrongful or unfair dismissal).

17. VARIATIONS AND TERMINATION

17.1 The Board may from time to time in its absolute discretion, subject to Rules 17.2 and 17.3, amend, delete or add to the Rules of this Scheme in any respect as they deem desirable.

17.2 No amendment, deletion or addition shall be made which would adversely affect in any way any subsisting rights of Option Holders under the Scheme unless it is made:

17.2.1 with the prior written consent of such number of Option Holders as hold Options under the Scheme to acquire 75 per cent of the Shares which would be issued or transferred if all Options granted and subsisting under the Scheme were at that time exercised; or

17.2.2 by a resolution at a meeting of Option Holders passed by not less than 75 per cent of the Option Holders who attend and vote either in person or by proxy, and for the purposes of this Rule 17.2 the Option Holders shall be treated as a separate class of share capital and the provisions of the Articles of Association of the Company relating to class meetings shall apply mutatis mutandis.

17.3 This Scheme may be terminated at any time by a resolution of the Board or of the Company in general meeting, but if not terminated before then shall terminate on 15 March 2025. On termination, no further Options shall be granted, but Options granted prior to such termination shall continue to be valid and exercisable in accordance with these Rules.

18. HMRC REQUESTS

18.1 The Company shall provide to HMRC (within such time limit as the HMRC directs) any information in relation to this Scheme or the grant of Options under it and an Option Holder shall:

18.1.1 promptly provide to the Company such information as it may reasonably request; and

18.1.2 consent to the Company providing such information concerning him to HMRC for the purpose of complying with such request from HMRC.

19. EMI

19.1 Except as described in this Rule, the Rules of this Scheme shall apply to EMI Options in exactly the same way as they apply to other Options.

19.2 No warranty, representation or undertaking of any nature is given to the holder of an EMI Option that the EMI Option is a qualifying option for the purposes of ITEPA 2003 or that a disqualifying event will not occur in relation to an EMI Option. Neither the Board, the Company nor any other person shall be liable to the Option Holder for any loss of whatsoever nature resulting from the failure for any reason of an Option granted as an EMI Option to meet the conditions of Schedule 5 to ITEPA 2003, whether such failure results from the inadvertent or deliberate act of the Board, the Company or any other person or for any other reason whatsoever.

20. GENERAL

20.1 Any notice or other communication under or in connection with this Scheme may be given in such manner as the Board determines to be appropriate. Items sent by post shall be sent by pre-paid first-class post and shall be deemed to have been received at 12 noon on the second business day after posting. This Rule 20.1 shall not apply to the service of any proceedings or other documents in any legal action.

20.2 The Company shall at all times ensure that the Board is authorised to satisfy all rights from time to time subsisting under Options granted pursuant to this Scheme, taking account of any other obligations of the Company to allot and issue unissued Shares.

20.3 The Board's decision on any matter relating to this Scheme including any disputes relating to an Option shall be final and binding.

20.4 The costs of introducing and administering this Scheme shall be borne by the Company.

20.5 The Scheme shall be administered by the Board and the Board shall have power from time to time to make or vary regulations for the administration and operation of this Scheme provided that such regulations are not inconsistent with these Rules.

20.6 Notwithstanding Rule 20.5, or anything else to the contrary in these Rules, any matter to be determined in relation to an Option granted or to be granted to, or held by, the Company's chief executive officer or its other executive officers must be determined or recommended to the full board of the Company for determination either by:

20.6.1 independent directors constituting a majority of the board's independent directors in a vote in which only independent directors participate; or

20.6.2 a compensation committee comprised solely of independent directors.

This Rule 20.6 shall be interpreted in accordance with the NASDAQ Listing Rules, save that "independent director" shall mean a person who is both an independent director within the meaning of the NASDAQ Listing Rules and a non-employee director within the meaning of Rule16b-3 under the Securities Exchange Act of 1934 of the United States (the "Exchange Act").

20.7 Subject always to Rule 20.6, the Board may delegate its powers to such person or persons as it determines, and on such terms as it determines, provided that the Board may not delegate its power and authority to the Chief Executive Officer or other executive officer of the Company with regard to the selection for participation in this Plan of an officer, director or other person subject to Section 16 of the Exchange Act or decisions concerning the timing, pricing or amount of an Option granted to such an officer, director or other person.

20.8 The Company and any other Grantor shall not be obliged to provide Option Holders with copies of any materials sent to the holders of Shares.

20.9 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Scheme nor to any Option granted under it and no person other than the parties referred to in these Rules including, without prejudice to the generality of the foregoing, the relevant Option Holder's Employer and the parties to an Option shall have any rights under it nor shall it be enforceable under that Act by any person other than the parties to it.

20.10 No individual shall have any claim against any member of the Group arising out of his not being admitted to participation in the Scheme which is entirely within the discretion of the Board.

20.11 In the case of the partial exercise of an Option, the Board may call in or endorse or cancel and reissue as it thinks fit, any certificate for the balance of Shares over which the Option was granted.

20.12 Neither the Company nor any Grantor shall be obliged to notify any Option Holder if an Option is due to lapse.

21. GOVERNING LAW AND JURISDICTION

21.1 These Rules and all Options granted hereunder shall be governed by and construed in accordance with English law.

21.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including a non-contractual dispute or claim) that arises out of or in connection with these Rules, the Scheme or its subject matter and any Option or its subject matter or formation.

ADAPTIMMUNE THERAPEUTICS PLC

Company Share Option Plan
Adopted by the Company on 16 March 2015
Amended on 15 April 2015 and 13 January 2016

Table of Contents

Rules of the Adaptimmune Therapeutics plc Company Share Option Plan

1. Interpretation

1.1 The following definitions and rules of interpretation apply in the Plan.

Adoption Date	the date of the adoption of the Plan by the Company;
Aim Rules	means London Stock Exchange PLC's rules relating to AIM as in force at the date of this Plan or, where the context requires, as amended or modified after the date of this agreement;
Associate	has the meaning given in paragraph 12 of Schedule 4;
Associated Company	has the meaning given in paragraph 35 of Schedule 4;
Board	the board of directors of the Company or a committee of directors appointed by that board to carry out any of its functions under the Plan;

Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Company	Adaptimmune Therapeutics plc, a company incorporated and registered in England with number 9338148;
Connected	has the meaning given in section 718 of ITEPA 2003;
Constituent Company	any of the following: (a) the Company; and (b) any Eligible Company nominated by the Board to be a Constituent Company at the relevant time;
Control	has the meaning given in section 719 of ITEPA 2003;
Date of Grant	the date on which an Option is granted under the Plan;

Deed of Grant	has the meaning given in Rule 2.3.
Eligible Company	any Subsidiary of the Company of which the Company has Control;
Eligible Employee	any Employee who: (c) does not have a Material Interest (either on his own or together with one or more of his Associates), and has not had such an interest in the last 12 months; and (d) has no Associate or Associates that has or (taken together) have a Material Interest, or had such an interest in the last 12 months; and (e) is either: (i) not a director of any Constituent Company; or (ii) a director of a Constituent Company who is required to devote at least 25 hours per week (excluding meal breaks) to his duties;
Employee	a bona fide employee of a Constituent Company;
Employer NICs	Secondary class 1 (employer) NICs (or any similar liability for social security contributions in any jurisdiction) that are included in any Tax Liability (or that would be included in any Tax Liability if an election of the type referred to in rule 8.2.2 had not been made) and that may be lawfully recovered from the Option Holder;
Exercise Price	the price at which each Share subject to an Option may be acquired on the exercise of that Option, which (subject to rule 14): (a) if Shares are to be newly issued to satisfy the exercise of the Option, may not be less than the nominal value of a Share; (b) may not be less than the Market Value of a Share on the Date of Grant;
Existing CSOP Options	all: (a) Options; and (b) options granted under any other Schedule 4 CSOP that has been established by the

	Company or any of its Associated Companies, that can still be exercised;
Existing EMI Options	all qualifying options (as defined in section 527 of ITEPA 2003) that have been granted as a result of employment with the Company (or any other member of a group of companies to which the Company belongs) that can still be exercised;
Existing Option	an option or any other right to acquire or receive Shares granted under any Share Incentive Scheme (including the Plan), that remains capable of exercise, or in the case of options or rights that do not require exercise, remains capable of satisfaction;

Grantor	the person granting an Option, that may be: (a) the Company; or (b) the trustees of an employee benefit trust authorised by the Board to grant Options at the relevant time; or (c) any other person so authorised;
Group	the Company and any other Constituent Companies from time to time;
HMRC	HM Revenue & Customs;
ITEPA 2003	the Income Tax (Earnings and Pensions) Act 2003;
Key Feature	any provision of the Plan that is necessary to meet the requirements of Schedule 4;
Listing	the listing of the securities of the Company on the London Stock Exchange (including the AIM Market) or any recognised investment exchange (as defined in section 285 of the financial Services and Market Act 2000) including NASDAQ and NASDAQ Europe and their respective share dealing markets and the Listing shall be treated as occurring on the day on which trading of the securities of the Company begins;
Listing Rules	the Listing Rules issued by the United Kingdom Listing Authority, as amended from time to time;
Market Value	market value determined in accordance with the applicable provisions of Part 8 of the Taxation of Chargeable Gains Act 1992, provided that if

	Shares are subject to a Relevant Restriction, Market Value of those Shares shall be determined as if they were not subject to a Relevant Restriction;
Material Interest	has the meaning given in paragraph 10 of Schedule 4;
Model Code	the model code on dealings in shares set out in the Listing Rules;
Option	a right to acquire Shares granted under the Plan;
Option Certificate	a certificate setting out the terms of an Option, issued under rule 2.3 which shall be substantially in the form set out in Appendix 1 to the rules or in such other form as approved by the Board from time to time;
Option Holder	an individual who holds an Option or, where applicable, his personal representatives;
Option Shares	the Shares over which an Option subsists;
Performance Condition	any condition set under rule 3 that: (a) must be met before an Option can be exercised at all; and/or (b) provides that the extent to which an Option becomes capable of exercise shall be determined by reference to performance over a certain period measured against specified targets;
Personal Data	any personal information which could identify an Option Holder including Options held under the Plan or under any other employee share scheme operated by the Company;
Personal Representatives	in relation to an Option Holder, the personal representatives of the Option Holder (being either the executors of his will to whom a valid grant of probate has been made or, if he dies intestate, the duly appointed administrator(s) of his estate) who have produced to the Company evidence of their appointment as such;
Plan	the employee share option plan constituted and governed by these rules, as amended from time to time;
Qualifying Shares	Shares which satisfy the conditions specified in paragraphs 16 to 18 and 20 of Schedule 4;

Reorganisation	the obtaining of Control of the Company after the Date of Grant by a company owned substantially by the same persons after the obtaining of Control as owned the Company prior to the change of Control;
Relevant CSOP Options	all Options granted under the Plan (and any other Schedule 4 CSOP as a result of employment with the Company (or any other member of a group of companies to which the Company belongs) that can still be exercised;
Relevant Event	has the meaning given in paragraph 25A(7C) of Schedule 4;

Relevant Offer	either: (a) a general offer to acquire the whole of the issued share capital of the Company which is either unconditional or which is made on a condition such that if it is satisfied the person making the offer will have Control of the Company; or (b) a general offer to acquire all the Shares, and for these purposes the reference to the "whole of the issued share capital" and "all the Shares" shall not be taken to include any capital or Shares held by the person making the offer or a person Connected with that person, and it does not matter whether the offer is made to different shareholders by different means;
Relevant Restriction	any provision included in any contract, agreement, arrangement or condition to which any of sections 423(2), 423(3) and 423(4) of ITEPA 2003 would apply if references in those sections to employment-related securities were references to Shares;
Rollover Period	any period during which Options may be exchanged for options over shares in another company (under paragraph 26 of Schedule 4, rule 11);
Sale	an unconditional agreement being entered into for the sale to a person other than a Constituent Company, of the whole, or substantially the whole, of the business and assets of the Company;
Schedule 4	Schedule 4 to ITEPA 2003;

Schedule 4 CSOP	a share plan that meets the requirements of Schedule 4 to ITEPA 2003;
Share Incentive Scheme	any arrangement to provide employees and/or directors with shares;
Shares	£0.001 ordinary shares in the Company (subject to rules 11 and 14);
Subsidiary	has the meaning given in section 1159 of the Companies Act 2006;
Sufficient Shares	the smallest number of Shares that, when sold, will produce an amount at least equal to the relevant Tax Liability (after deduction of brokerage and any other charges or taxes on the sale);
Takeover	the company coming under the Control of a person or persons as mentioned in rule 10.1;
Tax Liability	the total of: (a) any PAYE income tax and primary class 1 (employee) national insurance contributions (or any similar liability to withhold amounts in respect of income tax or social security contribution in any jurisdiction) that any employer (or former employer) of an Option Holder is liable to account for as a result of the exercise of an Option; and (b) if the relevant Option includes the requirement specified in rule 8.2 any Employer NICs that any employer (or former employer) of an Option Holder is liable to pay as a result of the exercise of an Option;
United Kingdom Listing Authority	the Financial Conduct Authority (or any successor body carrying out the same functions), acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000;
Vested Shares	Shares which, subject to the following rules of this Scheme, may at the relevant time be acquired by the exercise of an Option in accordance with these Rules in consequence of the conditions set out in any applicable Vesting Schedule or Performance Conditions being met; and
Vesting Schedule	such one or more time-based conditions as may be specified by the Board in the Option Certificate or

Deed of Grant as mentioned in rules 3.1 and 3.2.

1.2 Rule headings shall not affect the interpretation of the Plan.

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

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

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.7 A reference to **writing** or **written** includes faxes, email and other forms of electronic communication which can be read.

1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.9 A reference to the Plan or to any other agreement or document referred to in the Plan is a reference to the Plan or such other agreement or document as varied or

novated (in each case, other than in breach of the provisions of the Plan) from time to time.

1.10 References to rules are to the rules of the Plan.

1.11 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Grant of Options

2.1 Subject to the rules of the Plan, any Grantor may grant Options to any Eligible Employee it chooses at its absolute discretion.

2.2 Options may not be granted:

2.2.1 at any time when that grant would be prohibited by, or in breach of any:

(a) law; or

(b) regulation with the force of law; or

(c) rule of an investment exchange on which Shares are listed or traded, part of the Model Code or any other non-statutory rule with a purpose similar to any part of the Model Code that binds the Company or with which the Board has resolved to comply; or

2.2.2 at any time when Shares are not Qualifying Shares.

2.3 An Option shall be granted by the Grantor either executing an Option Certificate (in relation to one Option) or executing a deed poll (a **"Deed of Grant"**) which may cover a number of Options. Where an Option is granted by way of an Option Certificate, the Option Certificate shall be sent to the relevant Option Holder and shall specify (without limitation):

2.3.1 the Date of Grant of the Option;

2.3.2 the number and class of the Shares over which the Option is granted;

2.3.3 the Exercise Price;

2.3.4 the date(s) after which the Option, or part of the Option, may be exercised, unless an earlier event occurs to cause the Option to lapse or to become exercisable, in whole or in part.

2.3.5 the date when the Option will lapse, assuming that the Option is not exercised earlier and no event occurs to cause the Option to lapse earlier.

2.3.6 any Performance Conditions, and the method by which the Performance Conditions may be varied or waived;

2.3.7 a statement that:

(a) the Option is subject to these rules, Schedule 4 and any other legislation applying to Schedule 4 CSOPs; and

(b) the provisions listed in rule 2.3.7(a) shall prevail over any conflicting statement relating to the Option's terms; and

2.3.8 whether or not the shares are subject to any Relevant Restrictions and, if so, the nature of the Relevant Restrictions.

Where Options are granted by way of a Deed of Grant, the Deed of Grant shall contain the information set out in rules 2.3.1 to 2.3.8 in relation to each Option granted by it, and each relevant Option Holder shall be notified of that information

insofar as it relates to the Option granted to that Option Holder. This notification may be given by electronic means. An Option may be granted subject to a condition that if the terms of the Option are not accepted by the Option Holder within a period of 30 days (or such other period as the Board considers appropriate) from the Date of Grant, the Option shall lapse.

2.4 No amount shall be paid for the grant of an Option.

2.5 No Options may be granted after 15 March 2025, at which date the Plan shall terminate (subject to earlier termination by the Board). Any such termination shall be without prejudice to outstanding Options at the date of termination.

3. Vesting Schedule and Performance Conditions

3.1 An Option may be granted subject to either, or both, a Vesting Schedule and Performance Conditions as the Board shall determine.

3.2 An Option may be granted on terms that different proportions of the Option Shares shall respectively become Vested Shares if the Option Holder holds continuous employment within the Group throughout such different periods, beginning with the Date of Grant, as the Board shall specify in the Option Certificate or Deed of Grant.

3.3 An Option may be granted on terms that the extent to which the Option Shares become Vested Shares shall depend upon the extent to which one or more Performance Conditions specified in the Option Certificate or Deed of Grant is attained (so that if and insofar as any such Performance Condition is not attained, the Option shall then lapse and cease to be exercisable in respect of the proportion of Option Shares which does not then become Vested Shares).

3.4 A Performance Condition may be specified to apply to the whole or part only of an Option.

3.5 After an Option has been granted the Board may (with the consent of the Grantor, where appropriate) amend a Vesting Schedule so as to bring forward the time at

which any Option Shares shall become Vested Shares or vary any Performance Condition imposed pursuant to rule 3.1 PROVIDED THAT no such variation shall be made unless an event has occurred or events have occurred in consequence of which the Board reasonably considers that the terms of the existing Performance Conditions should be so varied for the purpose of ensuring that either the objective criteria against which the performance of the Group and/or any Constituent Company

and/or any division and/or the Option Holder will then be measured will be, in the reasonable opinion of the Board, a fairer measure of such performance or that any varied Performance Condition will afford a more effective incentive to Option Holders and will be no more difficult to satisfy than was the Performance Condition when first set.

3.6 After an Option has been granted the Board may (with the consent of the Grantor, if appropriate), waive in whole or in part any requirement that a Performance Condition be met as a condition of exercise of an Option PROVIDED THAT no such waiver shall be made unless an event or events have occurred in consequence of which the Board reasonably considers that the terms of the existing Performance Condition no longer afford an effective incentive to the Option Holder.

3.7 The Board shall determine whether, and to what extent, any Performance Conditions have been satisfied.

3.8 If an Option is subject to any Performance Condition, the Board shall notify the Option Holder (and the Grantor, if not the Company) within a reasonable time after the Board becomes aware of the relevant information:

3.8.1 whether (and, if relevant, to what extent) the Performance Condition has been satisfied and the relevant Option has therefore vested;

3.8.2 of any subsequent change in whether, or the extent to which, the Performance Condition has been satisfied;

3.8.3 when that Performance Condition has become incapable of being satisfied in whole or in part; and

3.8.4 of any waiver or variation of that Performance Condition under rule 3.5 or rule 3.6.

3.8.5 the number of Shares in respect of which an Option shall become vested on any occasion shall be rounded to the nearest whole number.

3.8.6 If, in consequence of a Performance Condition being met, an Option becomes vested in respect of some but not all of the Option Shares, it shall thereupon lapse and cease to be exercisable in respect of the balance of the Option Shares if such Performance Condition is incapable of being met in respect of the balance of such Option Shares.

3A. SCHEME LIMIT

3A.1 In the event of a Listing, no Option may be granted if, immediately following the grant, it would make the aggregate number of Shares subject to awards made following the Listing under the Scheme and any other incentive plans for directors, employees and/or consultants adopted by the Company or any subsidiary of the Company exceed the Scheme Limit at that time.

3A.2 The **"Scheme Limit"** at any time shall be 8% of the number of Shares comprised in the Initial Fully Diluted Share Capital plus any Annual Increments by which the Scheme Limit has increased prior to that time in accordance with Rule 3A.4.

3A.3 The **"Initial Fully Diluted Share Capital"** shall be the issued share capital of the Company immediately following the Listing plus the number of shares which would be issued if all options to acquire Shares granted by the Company to directors or employees of or consultants to the Company or any subsidiary of the Company (whether or not still in that capacity at the time of the Listing) which were outstanding at the time of the Listing were exercised in full and satisfied by the issue of new Shares by the Company.

3A.4 On 1 July in each year, commencing with 1 July 2016, the Scheme Limit shall automatically increase by 4% of the number of shares comprised in the issued share capital of the Company at the end of the immediately preceding 30 June, or, in each case, such lower number as the Board may prior to that 1 July determine. Each such increase shall be an **"Annual Increment"**.

3A.5 For the purposes of Rule 3A.1, Shares subject to awards which have been satisfied (in whole or in part) shall be included (to the extent that the relevant award has been satisfied), and Shares subject to awards which (in whole or in part) have lapsed or otherwise become incapable of exercise (other than by reason of the satisfaction thereof) shall not be included (to the extent that the relevant award has lapsed or otherwise become incapable of exercise).

3A.6 In the event that there is more than one Listing in relation to the Company, the term "Listing" in Rules 3A.1 and 3A.3 shall be interpreted as a reference to the first such Listing.

4. <u>Individual Limits on Grants</u>

4.1 References to Market Value in this rule 4 are to the Market Value on the date on which the relevant option was granted.

4.2 If the grant of any share option intended to be an Option (referred to in this rule 4.2 as the Excess Option) would cause the total Market Value of shares subject to:

4.2.1 the Excess Option; and

4.2.2 all Existing CSOP Options held by the relevant Eligible Employee,

to exceed £30,000 (or any other amount specified in paragraph 6 of Schedule 4 at the relevant time), the whole of that Excess Option shall take effect as a share option granted outside the Plan (but subject to the same terms and conditions as if it were an Option) and without the tax advantages available for Options.

4.3 If the grant of any share option intended to be an Option (referred to in this rule 4.3 as the Excess Option) would cause the total Market Value of shares subject to:

4.3.1 the Excess Option; and

4.3.2 all Relevant CSOP Options held by the relevant Eligible Employee; and

4.3.3 all Existing EMI Options held by the relevant Eligible Employee,

to exceed £250,000 (or any other amount specified in section 536(1)(e) of ITEPA 2003 at the relevant time), the whole of that Excess Option shall take effect as a share option granted outside the Plan (but subject to the same terms and conditions as if it were an Option) and without the tax advantages available for Options.

5. Lapse and Suspension Of Options

5.1 Options may not be transferred or assigned or have any charge or other security interest created over them. An Option shall lapse if the relevant Option Holder attempts to do any of those things. But, the transfer of an Option to an Option Holder's Personal Representatives on the death of the Option Holder will not cause an Option to lapse.

5.2 Subject to rule 6.10, an Option shall lapse on the earliest of the following:

5.2.1 any attempted action by the Option Holder falling within rule 5.1; or

5.2.2 when a Performance Condition applying to the whole Option becomes incapable of being met, as a result of which no part of the Option can be exercised; or

5.2.3 the date on which the Option shall lapse, as specified in the Option Certificate or Deed of Grant; or

5.2.4 the first anniversary of the Option Holder's death; or

5.2.5 the expiry of any time limit for the exercise of an Option specified in rule 6;

5.2.6 if rule 5.4 applies, the earliest applicable event specified in rule 5.8; or

5.2.7 if rule 10 or rule 11.6 applies, the time specified for the lapse of the Option under the relevant rule; or

5.2.8 if a New Option is offered in exchange for an Old Option in accordance with rule 11 where the Acquiring Company obtains Control of the Company pursuant to a Reorganisation, the Old Option shall lapse 40 days from the later of the date of the Reorganisation or the date the New Option is offered; or

5.2.9 when the Option Holder becomes bankrupt under Part IX of the Insolvency Act 1986, or applies for an interim order under Part VIII of the Insolvency Act 1986, or proposes or makes a voluntary arrangement under Part VIII of the Insolvency Act 1986, or takes similar steps, or is similarly affected, under laws of any jurisdiction that correspond to those provisions of the Insolvency Act.

5.3 Part of an Option shall lapse where:

5.3.1 a Performance Condition set for that Option has been met in such a way that the Option has become, and shall remain, exercisable only in part; or

5.3.2 a Performance Condition set for part of that Option becomes incapable of being met, as a result of which that part of the Option cannot be exercised; or

5.3.3 Rule 5.4 applies and the Board has determined under rule 6.4 that the Option may be exercised, but only in part.

5.4 Subject to rules 5.6, 6.4 and 6.10, an Option (in these rules, the Suspended Option) cannot be exercised under any rule of the Plan after the Option Holder has ceased employment with any Eligible Company for any reason (other than those specified in rule 6.3) unless:

5.4.1 the Option Holder becomes (or remains) an employee of another Eligible Company at (or about) the same time; or

5.4.2 the Board decides to permit the exercise of the Suspended Option under rule 6.4.

5.5 The Board shall notify the relevant Grantor (if the Grantor is not the Company) of any Option to which rule 5.4 applies, within a reasonable time after the Board becomes aware of that fact.

5.6 If:

5.6.1 notice to terminate employment is given by or to an Option Holder; and

5.6.2 that termination falls within rule 5.4,

the time the notice is given shall be treated under rule 5.4 (but not rule 5.8.2(a)) as the time at which the relevant employment ends. If this rule 5.6 applies, an Option Holder will not be able to exercise his Option after the giving of notice by or to him, subject to rule 6.4.

5.7 A Suspended Option shall not become exercisable under these rules unless the Board decides to permit its exercise under rule 6.4.

5.8 Unless it lapses earlier under rule 5.2, a Suspended Option shall lapse:

5.8.1 if the Board has decided that the Suspended Option may be exercised in whole or in part under rule 6.4, at the end of the period during which it may be exercised under that Board decision; or

5.8.2 if the Board has not decided that the Suspended Option may be exercised in whole or in part under rule 6.4, on the earlier of:

(a) the date falling 90 days after the relevant cessation of employment; or

(b) any date on which the Board determines that it will not allow exercise of the Suspended Option under rule 6.4.

6. Exercise of Options

6.1 Subject to rule 6.10, an Option may not in any event be exercised after the tenth anniversary of the Date of Grant.

6.2 Subject to rules 10.2 and 12.2 an Option may only ever be exercised in respect of Vested Shares.

6.3 If the Option Holder ceases to be an employee of any Eligible Company (so that he is no longer an employee of any such company) by reason of injury, disability, redundancy, retirement, a company ceasing to be an Eligible Company or a relevant transfer within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 2006, his Option(s) may be exercised during the 90 days after the relevant cessation of employment.

6.4 If rule 5.4 applies:

6.4.1 At any time during the 90 days after the relevant cessation of employment, the Board may, acting fairly and reasonably, decide that all or any part of the Suspended Option may be exercised.

6.4.2 The Board may specify a period for the exercise of a Suspended Option under this rule 6.4 that begins and/or ends before the period for exercise specified in the Option Certificate or Deed of Grant.

6.4.3 Any period specified by the Board for the exercise of a Suspended Option under this rule 6.4 may not end later than:

(a) the latest date on which that Option could have been exercised if it had not become a Suspended Option; and

(b) the date falling 12 months after the relevant cessation of employment if the reason for the cessation is the death of the Option Holder.

6.4.4 An Option to which this rule 6.4 applies:

(a) may be exercised in accordance with the terms of any decision of the Board to permit its exercise under this rule 6.4, subject to rule 5.8; and

(b) shall lapse according to rule 5.3.3 (if applicable) and rule 5.8.

6.4.5 Unless otherwise specified by the Board exercise of an Option to which this rule 6.4 applies shall continue to be subject to rule 6.2.

6.4.6 The Board shall notify the relevant Option Holder (and the relevant Grantor, if not the Company) of any decision made under this rule 6.4, including any decision not to permit the exercise of a Suspended Option, within a reasonable time after making it.

6.5 No Option may be exercised when its exercise is prohibited by, or would be a breach of, any of the following that then apply:

6.5.1 the Model Code; or

6.5.2 the AIM rules; or

6.5.3 any other rule, code or set of guidelines (such as a personal dealing code adopted by the Company) with a similar purpose and effect to any part of the Model Code; or

6.5.4 any law or regulation with the force of law.

6.6 No Option may be exercised at any time when the Option Holder:

6.6.1 has a Material Interest (any interests of the Option Holder's Associates being treated as belonging to the Option Holder for this purpose); or

6.6.2 had a Material Interest in the 12 months before that time (any interests of the Option Holder's Associates being treated as having belonged to the Option Holder for this purpose).

6.7 Exercise of the Option is conditional upon the Option Holder executing, if so required by the Company, a deed of adherence (in such form as may be required by the Company) with the Company and all persons who are holders of shares in the capital of the Company at the date of exercise of the Option whereby the Option Holder becomes a party to any shareholders' agreement or other document having a similar effect which is in force between the Company and all persons who, at the date of exercise of the Option, are holders of shares in the capital of the Company.

6.8 An Option may only be exercised to the extent that any Performance Conditions have been met.

6.9 An Option may only be exercised if the Option Holder has:

6.9.1 confirmed his agreement to rule 8 in writing (this confirmation may be included in the exercise notice); and

6.9.2 made any arrangements, or entered into any agreements, required under rule 8.

6.10 If an Option Holder dies before the lapse of his Option, the Option may be exercised by his Personal Representatives at any time during the period of 12 months after

the date of death, notwithstanding any contrary provision in the Plan save to the extent that contrary provision would not breach paragraph 25 of Schedule 4.

6.11 Subject to Rule 6.12, no Option may be exercised at any time when the Shares to which the Option relates are not Qualifying Shares.

6.12 If, in consequence of a Relevant Event, the Shares to which an Option relates are no longer Qualifying Shares, Options may be exercised under Rule 10 no later than 20 days after the day on which the Relevant Event occurs, notwithstanding that the Shares no longer meet those conditions (but not at any time when exercise would not be permitted under Rule 10, even if those conditions were met).

6.13 Options may be granted on terms requiring the Option Holder to be bound by such restrictions on sale or other disposition of the Shares acquired on exercise of the Option as the Board may require in relation to the Company's first underwritten public offering of Shares under the US Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (or any such offering of a company which acquires the Company pursuant to a Reorganisation).

7. Manner of Exercise Of Options

7.1 Where an Option is exercised in part, the remainder of the Option shall remain exercisable, subject to and in accordance with the terms of the Option and these rules.

7.2 An Option shall be exercised by the Option Holder giving a written exercise notice (which may be given by electronic means) to the Company (acting as agent for the Grantor if the Grantor is not the Company), that shall:

7.2.1 set out the number of Shares over which the Option Holder wishes to exercise the Option. If that number exceeds the number over which the Option may be validly exercised at the time:

(a) the Option shall be treated as exercised only in respect of that lesser number; and

(b) any excess amount paid to exercise the Option or meet any Tax Liability shall be refunded; and

7.2.2 be made using a form that the Board will approve ;

7.2.3 appoint the Company as the Option Holder's agent for the purposes of rule 8.2.2, rule 8.4 and rule 8.6 (if and to the extent required by the Company); and

7.2.4 include the confirmation required under rule 6.9.1 (unless this has been provided separately).

7.3 Any exercise notice shall be accompanied by:

7.3.1 payment of an amount equal to the Exercise Price multiplied by the number of Shares specified in the notice; and

7.3.2 any payment required under rule 8; and/or

7.3.3 any documents relating to arrangements or agreements required under rules 6.7, 6.13 and 8.

Notwithstanding rules 7.3.1 and 7.3.2, the Option Holder may enter into other arrangements (not inconsistent with Schedule 4) satisfactory to the Company for the payment of those amounts.

7.4 Any exercise notice shall be invalid:

7.4.1 to the extent that it is inconsistent with the Option Holder's rights under these rules and the Option Certificate or Deed of Grant; or

7.4.2 if any of the requirements of rule 7.1 or rule 7.3 are not met; or

7.4.3 if any payment referred to in rule 7.3 is made by a cheque that is not honoured on first presentation or in any other manner that fails to transfer the expected value to the Grantor.

The Grantor may permit the Option Holder to correct any defect referred to in rule 7.4 (but shall not be obliged to do so). The date of any corrected exercise notice shall be the date of the correction rather than the original notice date for all other purposes of the Plan.

7.5 Shares shall be allotted and issued (or transferred, as appropriate) within 30 days after a valid Option exercise, subject to the other rules of the Plan.

7.6 Except for any rights determined by reference to a date before the date of allotment, Shares allotted and issued in satisfaction of the exercise of an Option shall rank equally in all respects with the other shares of the same class in issue at the date of allotment.

8. Tax Liabilities

8.1 Each Option shall include a requirement that the Option Holder irrevocably agrees to:

8.1.1 pay to the Company, his employer or former employer (as appropriate) the amount of any Tax Liability; or

8.1.2 enter into arrangements to the satisfaction of the Company, his employer or former employer (as appropriate) for payment of any Tax Liability.

8.2 Unless the Constituent Company that employs the relevant Eligible Employee directs that it shall not, each Option shall include a requirement that the Option Holder irrevocably agrees that:

8.2.1 the Company, his employer or former employer (as appropriate) may recover the whole or any part of any Employer NICs from the Option Holder; or

8.2.2 at the request of the Company, the Option Holder shall elect (using a form approved by HMRC) that the whole or any part of the liability for Employer NICs shall be transferred to the Option Holder.

8.3 The Board may decide to release the Option Holder from, or not to enforce, any part of the Option Holder's obligations in respect of Employer NICs under rule 8.1 and rule 8.2.

8.4 If an Option Holder does not fulfil his obligations under either rule 8.1.1 or rule 8.1.2 in respect of any Tax Liability arising from the exercise of an Option within seven days after the date of exercise and Shares are readily saleable at that time, the Grantor shall withhold Sufficient Shares from the Shares that would otherwise be delivered to the Option Holder. From the net proceeds of sale of those withheld Shares, the Grantor shall pay to the Company, employer or former employer an amount equal to the Tax Liability and shall pay any balance to the Option Holder.

8.5 Option Holders shall have no rights to compensation or damages on account of any loss in respect of Options or the Plan where such loss arises (or is claimed to arise), in whole or in part, from the Plan ceasing to be a Schedule 4 CSOP.

8.6 Each Option shall include a requirement that the Option Holder irrevocably agrees to enter into a joint election under section 431(1) or section 431(2) of ITEPA 2003, if required to do so by the Company on or before the date of exercise of the Option.

9. Relationship with Employment Contract

9.1 The rights and obligations of any Option Holder under the terms of his office or employment with the Company (or any Eligible Company or former Eligible Company) shall not be affected by being an Option Holder.

9.2 The value of any benefit realised under the Plan by Option Holders shall not be taken into account in determining any pension or similar entitlements.

9.3 Option Holders and Employees shall have no rights to compensation or damages on account of any loss in respect of Options or the Plan where such loss arises (or is claimed to arise), in whole or in part, from:

9.3.1 termination of office or employment with; or

9.3.2 notice to terminate office or employment given by or to,

the Company, any Eligible Company or any former Eligible Company. This exclusion of liability shall apply however termination of office or employment, or the giving of notice, is caused and however compensation or damages may be claimed.

9.4 Option Holders and Employees shall have no rights to compensation or damages from the Company, any Constituent Company or any former Constituent Company on account of any loss in respect of Options or the Plan where such loss arises (or is claimed to arise), in whole or in part, from:

9.4.1 any company ceasing to be a Constituent Company; or

9.4.2 the transfer of any business from a Constituent Company to any person that is not a Constituent Company.

This exclusion of liability shall apply however the change of status of the relevant Constituent Company, or the transfer of the relevant business, is caused, and however compensation or damages may be claimed.

9.5 An Employee shall not have any right to receive Options, whether or not he has previously been granted any.

10. Takeovers

10.1 Subject to rules 6.1 and 10.2, if any person ("**the Controller**") acquires Control of the Company as a result of a Relevant Offer, or entering into a share sale and purchase agreement which will result in the Controller obtaining Control of the Company upon completion (on its own account or acting together with others); the Option Holder shall, whether or not he subsequently or in consequence of the change in control ceases to be employed by any Constituent Company for any reason but subject to the provisions of rule 6.2, be entitled to exercise his Option in relation to Vested Shares within the period of 40 days beginning with the date when the Controller has obtained Control of the Company and (if relevant) any condition subject to which the offer is made has been satisfied and to the extent that the Option is not exercised within such period it shall lapse and cease to be exercisable. This clause 10 shall not apply where the Controller acquires Control of the Company as a result of a Reorganisation.

10.2 Notwithstanding rule 10.1, if a person makes a Relevant Offer or negotiates a share sale and purchase agreement with the shareholders of the Company which will result in a change in Control, the Board may, in its absolute discretion and by notice in writing to all Option Holders, declare all outstanding Options to be exercisable in respect of all Option Shares which would become Vested Shares upon such change of Control in anticipation of the change in Control during a reasonable limited period specified by the Board in the notice (which period shall end immediately before the Controller obtains Control of the Company if it has not already ended). If the Board so declares, all outstanding Options may be exercised at any time during such period. If not exercised, the Options shall lapse immediately upon expiry of such period.

10.3 Subject to rule 6.1 if under s899 Companies Act the court sanctions a compromise or arrangement (other than in connection with a Reorganisation) applicable to or affecting:

10.3.1 all the ordinary share capital of the Company, or all the Shares; or

10.3.2 all the ordinary share capital of the Company, or all the Shares, which are held by a class of shareholders identified otherwise than by reference to

their employment or directorships or their participation in a Schedule 4 CSOP Scheme,

the Option Holder shall, whether or not he subsequently or in consequence of the compromise or arrangement ceases to be employed by any Constituent Company for any reason but subject to the provisions of rules 6.2, be entitled to exercise his Option in whole or in part within the period of 40 days beginning with the date the court

sanctions the arrangement and to the extent that the Option is not exercised within such period it shall lapse and cease to be exercisable.

10.4 In this rule 10 a person shall be deemed to have obtained Control of a company if he, and others acting with him, have obtained Control of it together.

11. Rollover of Options

11.1 If a company has obtained Control of the Company as a result of company reorganisation (within the meaning of paragraph 26 of Schedule 4) affecting the Company, each Option Holder may, by agreement with that company (Acquiring Company) within the Rollover Period, release each Option (Old Option) for a replacement option (New Option). A New Option shall be equivalent to the Old Option within the meaning of paragraph 27 of Schedule 4 and accordingly it shall:

11.1.1 be over shares that satisfy the requirements of paragraphs 16 to 20 of Schedule 4 in the Acquiring Company (or some other company falling within paragraph 27(2)(b) of Schedule 4); and

11.1.2 be a right to acquire such number of those shares as have, immediately after grant of the New Option, a total Market Value substantially the same as the total Market Value of the shares subject to the Old Option immediately before its release (and for these purposes Market Value shall be determined using a methodology agreed by HMRC); and

11.1.3 have an exercise price per share such that the total price payable on complete exercise of the New Option is substantially the same as the total price that would have been payable on complete exercise of the Old Option; and

11.1.4 be exercisable in the same manner as the Old Option and subject to the provisions of the Plan as it had effect immediately before the Old Option's release.

11.2 Any Rollover Period shall have the same duration as the applicable appropriate period defined in paragraph 26(3) of Schedule 4.

11.3 Any New Option granted under rule 11 shall be treated as having been acquired at the same time as the relevant Old Option for all other purposes of the Plan.

11.4 The Plan shall be interpreted in relation to any New Options as if references to:

11.4.1 the Company (except for those in the definitions of Constituent Company and Eligible Company) were references to the Acquiring Company (or to any other company whose shares are subject to the New Options, as the context may require); and

11.4.2 the Shares were references to the shares subject to the New Options.

11.5 The Company will remain the scheme organiser of the Plan (as defined in paragraph 2(2) of Schedule 4) following the release of Options and the grant of New Options under rule 11.

11.6 The Acquiring Company shall issue (or procure the issue of) an Option Certificate for each New Option or execute a Deed of Grant in relation to all the New Options.

12. Sale

12.1 In the event of a Sale, Options may be exercised in respect of Vested Shares whether or not the relevant Option Holder shall have ceased to be employed by a Constituent Company subsequently to or in consequence of that Sale within the period of 40 days beginning with the date of the Sale and shall lapse and cease to be exercisable at the end of that period.

12.2 If the Board anticipates that a Sale may occur, it may invite Option Holders to exercise Options in respect of Option Shares which would become Vested Shares upon such Sale within such period preceding such Sale as the Board may specify and, if an Option is not then exercised, it shall, unless the Board otherwise determines, lapse and cease to be exercisable at the end of that period.

13. Listing

13.1 In the event of a Listing, Options may be exercised in respect of Vested Shares within such one or more periods after the Listing as the Board shall determine and notify to Option Holders before the Listing PROVIDED THAT:

13.1.1 no such period shall be less than 7 days long; and

13.1.2 the first such period shall begin within the period of 14 days beginning with the date of Listing; and

13.1.3 if no exercise period has been specified by the Board, Options may be exercised after the Listing; and

13.1.4 if more than one exercise period has been specified by the Board, Options shall in any event be exercisable in respect of not less than one-third of the Vested Shares at any time within the first such period; and

13.1.5 the Board shall specify in writing to the Option Holders, at the same time as issuing notice of the first exercise period, the number and dates of any further exercise periods.

13.2 Subject to rule 13.3 if, pursuant to rule 13.1 an Option becomes exercisable in consequence of a Listing, then the Company shall have the right not to issue and allot Shares upon the exercise of such Option unless the Option Holder has first agreed with the Company (in such form as the Board shall determine) that the Option Holder shall not sell or otherwise dispose of the Shares acquired upon the exercise of such Option within such period or periods (not extending beyond the second anniversary of the date of Listing) as the Board may specify in a notice in writing to the Option Holder.

13.3 No such agreement as is mentioned in rule 13.2 shall prevent an Option Holder from immediately disposing of such number of the Shares so acquired (by way of sale for a consideration in cash which is not less than the best consideration which may be obtained at the time of sale) as is sufficient to enable the Option Holder (after deduction of costs and expenses of sale) to recover the cost of the aggregate Option Price paid and any income tax and National Insurance contributions due in consequence of such exercise of such Option.

14. Variation of Share Capital

14.1 If there is any variation of the share capital of the Company (whether that variation is a capitalisation issue (other than a scrip dividend), rights issue, consolidation, subdivision or reduction of capital or otherwise) that affects (or may affect) the value of Options to Option Holders, the Board may adjust the number and description of Shares subject to each Option and/or the Exercise Price of each Option in a manner

that the Board, in its reasonable opinion, considers to be fair and appropriate. However:

14.1.1 such adjustments may only be made in accordance with the provisions of paragraph 22 of Schedule 4;

14.1.2 the amendment of any Option granted by a Grantor other than the Company shall require the consent of that Grantor (which shall not be unreasonably withheld);

14.1.3 the Exercise Price for a Share to be newly issued on the exercise of any Option shall not be reduced below its nominal value (unless the Board resolves to capitalise, from reserves, an amount equal to the amount by which the total nominal value of the relevant Shares exceeds the total adjusted Exercise Price, and to apply such amount to pay-up the relevant Shares in full).

15. Notices

15.1 Any notice or other communication given under or in connection with the Plan shall be in writing and shall be:

15.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at the appropriate address;

For the purposes of this rule 15, the appropriate address means:

(a) in the case of the Company, its registered office, provided the notice is marked for the attention of the Company Secretary;

(b) in the case of an Option Holder, his home address;

(c) if the Option Holder has died, and notice of the appointment of personal representatives has been given to the Company, any contact address they have specified in such notice; and

(d) in the case of any other Grantor, its registered office or such other address as has been notified in writing by the Grantor to the sender, provided the notice is marked for the attention of the person notified in writing to the sender,

15.1.2 sent by fax to the fax number notified in writing by the recipient to the sender; or

15.1.3 sent by email to the appropriate email address.

For the purposes of this rule 15, appropriate email address means:

(a) in the case of the Company, the Company Secretary (margaret.henry@adaptimmune.com);

(b) in the case of the Option Holder, if he is permitted to receive personal emails at work, his work email address; and

(c) in the case of any other Grantor, any email address notified in writing by the Grantor to the sender.

15.2 Any notice or other communication given under this rule 15 shall be deemed to have been received:

15.2.1 if delivered by hand, on signature of a delivery receipt, or at the time the notice is left at the proper address;

15.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting, or at the time recorded by the delivery service;

15.2.3 if send by fax, at 9.00am on the next Business Day after transmission; and

15.2.4 if sent by email, at 9.00am on the next Business Day after sending.

15.3 This rule 15 does not apply to:

15.3.1 the service of any notice of exercise pursuant to rule 7.1; and

15.3.2 the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. Administration and Amendment

16.1 The Plan shall be administered by the Board.

16.2 Notwithstanding Rule 16.1, or anything else to the contrary in these Rules, any matter to be determined in relation to an Option granted or to be granted to, or held by, the Company's chief executive officer or its other executive officers must be

determined or recommended to the full board of the Company for determination either by:

16.2.1 independent directors constituting a majority of the board's independent directors in a vote in which only independent directors participate; or

16.2.2 a compensation committee comprised solely of independent directors.

This Rule 16.2 shall be interpreted in accordance with the NASDAQ Listing Rules, save that "independent director" shall mean a person who is both an independent director within the meaning of the NASDAQ Listing Rules and a non-employee director within the meaning of Rule16b-3 under the Securities Exchange Act of 1934 of the United States.

16.3 Subject always to Rule 16.2, the Board may delegate its powers to such person or persons as it determines, and on such terms as it determines, provided that the Board may not delegate its power and authority to the Chief Executive Officer or other executive officer of the Company with regard to the selection for participation in this Plan of an officer, director or other person subject to Section 16 of the Exchange Act or decisions concerning the timing, pricing or amount of an award to such an officer, director or other person.

16.4 The Board may amend the Plan from time to time, but:

16.4.1 no amendment may be made to a Key Feature of the Plan if, as a result of the amendment, the Plan would no longer be a Schedule 4 CSOP;

16.4.2 no material amendment may apply to Options granted before the amendment was made:

(a) if the Grantor is not the Company, without the consent of the Grantor (which shall not be unreasonably withheld); and

(b) if the amendment will have a material adverse impact on the rights of the Option Holder:

(i) without the prior written consent of such number of Option Holders as hold Option under the Plan to acquire 75 per cent of the Shares which would be issued or transferred if all Options granted and subsisting under the Plan were at that time exercised; or

(ii) Without a resolution at a meeting of Option Holders passed by not less than 75 per cent of the Option Holders who attend and vote either in person or by proxy, and for the purposes of this rule 16.4.2(b)(ii) the Option Holders shall be treated as a separate class of share capital and the provisions of the articles of association of the Company relating to class meetings shall apply mutatis mutandis.

16.4.3 no amendment may be made without the prior approval of the Company in general meeting if it would:

(a) make the terms on which Options may be granted materially more generous; or

(b) increase any of the limits specified in rule 4; or

(c) change the definition of Eligible Employee to expand the class of potential Option Holders,

unless it is a minor amendment to benefit the administration of the Plan, to take account of a change in legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for Option Holders or for the Company or any Eligible Company;

16.5 The cost of setting up and operating the Plan shall be borne by the Constituent Companies in proportions determined by the Board.

16.6 Each Grantor other than the Company shall at all times:

16.6.1 keep sufficient issued Shares available; and/or

16.6.2 hold sufficient enforceable rights to subscribe for Shares, or to acquire issued Shares,

to satisfy the exercise of all Options granted by that Grantor.

16.7 The Board shall determine any question of interpretation and settle any dispute arising under the Plan. In such matters, the Board's decision shall be final.

16.8 The Company and any other Grantor shall not be obliged to notify any Option Holder of any vesting of an Option or if an Option becomes exercisable or if an Option is due to lapse.

16.9 The Company, any other Grantor shall not be obliged to provide Option Holders with copies of any materials sent to the holders of Shares.

17. Governing Law

The Plan and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18. Jurisdiction

18.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Plan or its subject matter or formation (including non-contractual disputes or claims).

18.2 Each party irrevocably consents to any process in any legal action or proceedings under rule 18.1 above being served on it in accordance with the provisions of the Plan relating to service of notices. Nothing contained in the Plan shall affect the right to serve process in any other manner permitted by law.

19. Third Party Rights

19.1 A person who is not a party to the Option shall not have any rights under or in connection with it as a result of the Contracts (Rights of Third Parties) Act 1999 except where such rights arise under any provision of the Plan for any employer or former employer of the Option Holder which is not a party.

This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

19.2 The rights of the parties to an Option to surrender, terminate or rescind it, or agree any variation, waiver or settlement of it, are not subject to the consent of any person that is not a party to the Option as a result of the Contracts (Rights of Third Parties) Act 1999.

20. Data Protection

20.1 In accepting the grant of an Option each Option Holder consents to the collection, holding, processing and transfer of his Personal Data by the Company, any Grantor or any Constituent Company for all purposes connected with the operation of the Plan.

20.2 The purposes of the Plan referred to in rule 20.1 include, but are not limited to:

20.2.1 holding and maintaining details of the Option Holder's Options;

20.2.2 transferring the Option Holder's Personal Data to the trustee of an employee benefit trust, the Company's registrars or brokers or any administrators of the Plan; and

20.2.3 transferring the Option Holder's Personal Data to a bona fide prospective buyer of the Company or the Option Holder's employer company or business unit (or the prospective buyer's advisers), provided that the prospective buyer, and its advisers, irrevocably agree to use the Option Holder's Personal Data only in connection with the proposed transaction and in accordance with the data protection principles set out in the Data Protection Act 1998; and

20.2.4 transferring the Option Holder's Personal Data under rule 20.2.2 or rule 20.2.3 to a person who is resident in a country or territory outside the European Economic Area that may not provide the same statutory
protection for the information as countries within the European Economic Area.

Appendix 1

Dated 201[*]

OPTION CERTIFICATE

THIS DEED dated [DATE]

This is a deed of Adaptimmune Therapeutics plc incorporated and registered in England and Wales with company number 06456741 whose registered office is at 91 Park Drive, Milton Park, Abingdon, Oxon, OX14 4RY (the **Company**).

Background:

A. The Company has adopted the Adaptimmune Therapeutics plc Company Share Option Plan (Plan).

B. The Plan is a Schedule 4 CSOP scheme (as defined in paragraph 1(A1) of Schedule 4 to the Income Tax (Earnings and Pensions) Act 2003).

C. The Company wishes to grant an option under the Plan to [NAME OF EMPLOYEE] of [ADDRESS OF EMPLOYEE] (Option Holder), on the terms specified in this Deed (Option Certificate).

1. Interpretation

1.1 Terms defined in the rules of the Plan (but not defined in this Option Certificate) shall have the same meaning in this Option Certificate as in the rules of the Plan, unless the context requires otherwise. The rules of interpretation in the Plan also apply to the Option Certificate.

1.2 A copy of the rules of the Plan may be obtained from the intranet of the Company.

1.3 Terms in the Option Certificate such as **you** or **your** refer to and address the Option Holder.

2. Grant Of Option

2.1 Subject to the other terms of the Option Certificate and the rules of the Plan, the Company grants You an option **Option**) to acquire [NUMBER OF SHARES] Ordinary Shares (**Option Shares**) in the Company.

2.2 The Date of Grant of the Option is the date of execution of this Deed.

2.3 The Exercise Price of the Option is £[x] per Option Share.

3. Vesting Dates

3.1 The Shares subject to your Option will vest and become Vested Shares as follows:

3.1.1 in respect of [•] Shares (being 25% of the Option Shares rounded down to the nearest whole number), on the first anniversary of the Date of Grant;

3.1.2 in respect of a further [•] Shares (being 1/36 of the remainder rounded down to the nearest whole number) at the end of each of the 35 months following the first anniversary of the Date of Grant;

3.1.3 in respect of a further [•] Shares (being the remainder of the Option Shares) on the fourth anniversary of the Date of Grant;

provided that no further vesting shall occur after you have ceased to be an Employee.

3.2 You may lose the ability to exercise the Option and/or the Option may lapse before any date specified in clause 3.1 if certain events occur, in accordance with the rules of the Plan.

4. Performance Condition

You may only exercise the Option following the occurrence of a Sale, Listing or Takeover (other than a Reorganisation), unless the Board, acting fairly and reasonably, allows you to exercise prior to any such event pursuant to rule 6.3, 6.4 or 6.10. For the avoidance of doubt "Listing", as defined in the rules of the Plan, shall include the listing of American Depositary Shares (ADSs) representing Shares on NASDAQ or any other recognised investment exchange (as defined in section 285 of the financial Services and Market Act 2000).

5. Exercise within three years

If you exercise the Option before the date which is three years from the Date of Grant other than in certain defined events, You may not benefit from the special tax treatment for CSOP options. It is Your responsibility to take Your own tax advice in relation to any exercise of the Option.

6. Latest Exercise Date

6.1 Subject to rule 6.10 of the Plan, You may not exercise the Option after 5:00pm on the day immediately preceding the tenth anniversary of the Date of Grant and it will lapse on that date if it has not lapsed or been exercised in full before then.

6.2 You may lose the ability to exercise the Option and/or the Option may lapse before the date specified in clause 6.1 if certain events occur, in accordance with the rules of the Plan.

7. Restrictions Applying To The Option Shares

The Option Shares are subject to the Relevant Restrictions in Schedule 1**.**

8. Terms of Option

8.1 The Option is subject to:

8.1.1 Schedule 4 to the Income Tax (Earnings and Pensions) Act 2003 (Schedule 4);

8.1.2 any other legislation applying to Schedule 4 CSOP schemes; and

8.1.3 the rules of the Plan.

8.2 The provisions referred to in clause 8.1 shall take precedence over any conflicting statement about the terms of the Option.

8.3 Without limitation clause 3.2, clause 6.2, clause 9, clause 10, clause 11, clause 12 and clause 13 are included only as a summary of certain important provisions of the Plan, to draw these to your attention.

9. Restrictions on Transfer and Charging

9.1 You may not transfer the Option and it will lapse if You attempt to do so. However, the Option will not lapse if and when it passes to your personal representatives on your death.

9.2 You may not make the Option subject to a charge or any other security interest. For example, You cannot use the Option as security for a loan. The Option will lapse if You attempt to do so.

9.3 The Option will lapse if You are declared bankrupt.

10. Exercise After Cessation Of Employment

10.1 After You cease holding office or employment with the Company or any other company of which the Company has control, You may only exercise the Option if, and to the extent that, exercise is then permitted under the rules of the Plan.

10.2 In certain circumstances, after You give or receive notice to terminate employment with the Company or any other company of which the Company has Control, You may only exercise the Option if, and to the extent that, exercise is then permitted under the rules of the Plan.

11. Terms of Your Employment

11.1 The grant and existence of the Option shall not affect the terms of your employment with the Company or any other company of which the Company has (or had) Control.

11.2 You shall have no rights to compensation or damages on account of any loss concerning the Option or the Plan that arises (or is claimed to arise), in whole or in part,

from:

11.2.1 the termination of any office or employment held by You; or

11.2.2 any notice to terminate office or employment given by or to You; or

11.2.3 any company ceasing to be a Constituent Company of the Plan; or

11.2.4 the transfer of any business to a person which is not a Constituent Company of the Plan; or

11.2.5 a determination by HMRC that the Plan is no longer a Schedule 4 CSOP scheme.

This clause 11.2 applies however the relevant circumstances are caused and however damages or compensation may be claimed.

11.3 The grant of the Option does not give You any right to receive further options under the Plan, or any other share incentives or bonuses.

11.4 The value of any benefit realised from the Option shall not be taken into account in determining your entitlement to any pension or similar benefit.

12. Income Tax And National Insurance Contributions

12.1 Depending on the circumstances, on exercise of the Option You may have an income tax liability under PAYE and You may be required to pay national insurance contributions (**NICs**). If so, then:

12.1.1 the Company or your employer may require You to pay amounts in respect of your PAYE and NICs liability, or enter into some other arrangement specified by the Company for the payment of these amounts;

12.1.2 You may be required to:

(a) pay; or

(b) enter into a joint election to transfer; or

(c) enter into an arrangement or agreement for the payment of

some or all of your employer's secondary class 1 NICs liability arising from exercise of the Option; and

12.1.3 in some circumstances, the Company may withhold the number of Option Shares required to meet your liabilities in respect of PAYE, and primary (employee) class 1 NICs and secondary (employer) class 1 NICs.

12.2 The Option may only be exercised if You:

12.2.1 confirm (in writing) that You agree to the requirements of the Plan relating to PAYE and NICs (**Rule 8**). This may be done at the time of exercise; and

12.2.2 make any arrangements, or enter into any agreements, that may be required under Rule 8.

13. Lock Up Agreement

Without prejudice to the generality of rule 13.2 of the Plan, the Company may require you as a condition of exercise to enter into a lock up agreement substantially similar to the requirements of subsection 2.11 of the Investors' Rights Agreement in relation to the Company dated 23 February 2015, a copy of which Investors' Rights Agreement will be supplied to you on request.

14. Exercise Of Option

14.1 To exercise the Option, you should fill in and sign an exercise notice and submit it to the Company.

14.2 You may also be required to enter into a deed of adherence, as referred to in rule 6.7 of the Plan.

14.3 An exercise notice form is attached to this Option Certificate.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

Relevant Restrictions

(A) Articles of Association

There are Relevant Restrictions contained in the Company's Articles of Association. The details of these restrictions are set out below. In addition You will be provided with a copy of the Articles of Association so that You can refer to the full provisions containing these Relevant Restrictions.

Articles 7 to 11

Under the provisions of Article 7 to 10 of the Articles of Association of the Company, there is a general prohibition on transfers of Ordinary Shares other than to a Privileged Relation or a Family Trust. The definitions for these permitted transfers are copied below. This prohibition is subject to the provisions in Article 11 which allows a transfer to

take place provided that the shares are first offered to the existing shareholders.

Privileged Relation:

in relation to an individual member or deceased or former individual member, means the husband or wife or the widower or widow of such member and all the lineal descendants and ascendants in direct line of such member and the brothers and sisters of such member and their lineal descendants and a husband or wife or widower or widow of any of the above persons and for the purposes aforesaid a step-child or adopted child or illegitimate child of any person shall be deemed to be his or her lineal descendant;

Family Trust:

as regards any particular individual member or deceased or former individual member, means a trust (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than that individual and/or Privileged Relations of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a Share if such Share or the income thereof is or may become liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by such person pursuant to the terms of the relevant trust or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;

Article 12

If a holder of Ordinary Shares wishes to sell those shares in accordance with the terms of Article 11, they must first notify the Major Investors (as defined in the articles), who then have the right to elect to sell some of their shares on the relevant terms in lieu of a proportion of the shares to be sold by the original selling holder.

Article 13

Compulsory transfer (forfeiture) provisions apply where the individual is adjudicated bankrupt, if shares are not voluntarily transferred within a year of the individual's death, or if the employee ceases to be employed by the Company. Fair value will be paid for a transfer arising under this Article and there is a mechanism for determining fair value in Article 13.

Article 14

No transfer of shares to a Non-Financial Buyer (as defined in the Articles) will be registered if it would result in the transferee (together with persons connected with it) holding or beneficially owning shares which give it more than 50% of the voting rights of the Company unless the transferee offers to buy the other shares at a specified price.

Article 15

In a case where shareholders are proposing to sell shares holding at least 75% of the voting rights in the Company, Article 14 enables them to force the minority to sell their shares for consideration specified in Article 14.

(B) Shareholders' Agreement

There is a provision in rule 6.7 of the Plan pursuant to which you may be required on exercise of the Option to enter into a deed of adherence to a shareholders' agreement entered into between the shareholders of the Company, under which you would agree to be bound by that agreement as though you were a party to it. It is possible that such an agreement could contain Relevant Restrictions. Details of certain restrictions on transfer set out in the existing shareholders' agreement are set out below. In addition, on request You will be provided with a copy of the relevant sections of the existing shareholders' agreement so that You can refer to the full provisions containing these Relevant Restrictions.

Clause 7

No party to the shareholders' agreement may transfer shares:

- unless the transferee enters into a deed of adherence;
- if the transferee is a competitor of the Company (unless pursuant to an offer under Article 15 of the Articles of Association of the Company).

(C) Lock Up Agreement

The Shares may be subject to restrictions contained in a lock up agreement as referred to in Rule 13.2 or clause 13 of the Option Certificate if You are required to enter into such an agreement, which would, inter alia, restrict Your ability to sell the Shares during certain periods in connection with a Listing.

Executed as a deed by
Adaptimmune Therapeutics plc
acting by:

_____

[SIGNATURE OF FIRST DIRECTOR]

Director

_____

[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

[Director **OR** Secretary]

DATED 201[*]

ADAPTIMMUNE THERAPEUTICS PLC
COMPANY SHARE OPTION PLAN - NOTICE OF EXERCISE OF OPTION

THIS DEED dated [DATE] is made by:

This notice is given by me, *(write your full name here)* (**Option Holder**).

15. Option Exercise

I wish to exercise the option (Option) granted to me on *(write date of grant here)* by Adaptimmune Therapeutics plc (Company) under the rules of the Adaptimmune Therapeutics plc Company Share Option Plan (Plan). I agree to the terms of the Plan and my Option Certificate in relation to the Option.

16. Number Of Shares To Be Acquired

I wish to exercise the Option to acquire:

· All

· *(if exercising only in part, write number of shares here)*

(Delete one of the bullet points above, as appropriate.)

of the shares subject to the Option (the Shares) and I request that the Shares be allotted or transferred to me under the Plan and the articles of association of the Company.

(Note that you may exercise the Option in whole or in part)

17. Agreements About My Tax Liabilities

17.1 I irrevocably agree to:

17.1.1 pay to the Company, my employer or former employer amounts equal to any PAYE income tax and primary class 1 (employee) National Insurance contributions (NICs) (or any similar liability for tax or social security contribution arising in any jurisdiction outside the United Kingdom) for which the Company, my employer or former employer is liable to account on the exercise of the Option or the sale of any Shares (or any other taxable event in relation to the Shares); or

17.1.2 enter into arrangements satisfactory to the Company to secure the payment of the amounts specified in clause 17.1.1.

17.2 I irrevocably agree:

17.2.1 to pay to the Company, my employer or former employer amounts equal to any secondary class 1 (employer) NICs (or any similar liability for social security contribution arising in any jurisdiction outside the United Kingdom) which the Company, my employer or former employer is liable to pay on the exercise of the Option or the sale of any Shares (or any other taxable event in relation to the Shares) and which may be lawfully recovered from me;

17.2.2 to enter into arrangements satisfactory to the Company to secure the payment of the amounts specified in clause 17.2.1; or

17.2.3 if requested to do so by the Company, my employer or former employer, to enter into a joint election to transfer to me liability for the whole or any part of the amounts specified in clause 17.2.1.

17.3 I understand and agree that, if I do not fulfil any obligation I then have under clause 17.1 and clause 17.2 within seven days after the date of this exercise, the Company may retain and sell enough of the Shares to satisfy my liabilities under clause 17.1 and clause 17.2, together with any costs arising from that sale. I shall be entitled to any balance of the sale proceeds.

17.4 I irrevocably agree to enter into a joint election in respect of the Shares under section 431(1) or section 431(2) of the Income Tax (Earnings and Pensions) Act 2003, if required to do so by the Company, my employer or former employer at any time up to the date falling 14 days after I acquire the Shares.

17.5 I appoint the Company (acting by any of its directors from time to time) as my agent and attorney to:

17.5.1 sell Shares and deal with the proceeds of sale as specified in clause 3.3 (if relevant, as modified by my direction in clause 18); and,

17.5.2 execute joint elections of the types specified in clause 17.2.3 and clause 17.4,

in my name and on my behalf.

The Company may appoint one or more persons to act as substitute agent(s) and attorney(s) for me and to exercise one or more of the powers conferred on the Company by this power of attorney, other than the power to appoint a substitute attorney. The Company may subsequently revoke any such appointment.

This power of attorney shall be irrevocable, except with the consent of the Company, and is given by way of security to secure the interest of the Company (for itself and as trustee under the Option on behalf of any employer or former employer of mine) as a person liable to account for or pay any relevant PAYE or NICs liability.

I declare that a person who deals in good faith with the Company or any substitute attorney as my attorney appointed under this Deed may accept a written statement signed by that person to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

18. Directions About My Tax And NICs Liabilities

(The Option was granted as an tax-advantaged CSOP option. As a result, income tax and NICs liabilities will only arise on exercise if certain limited circumstances.

If you have any doubt as to whether tax and NICs will be due on exercise, you should ask the Company Secretary to confirm the position before you exercise the Option.)

PAYE income tax and NICs (as specified in clause 17.1 and clause 17.2) (Tax Liability) may arise on this exercise. If a Tax Liability arises, I wish to pay my Tax Liability by the following method:

· I authorise my employer to deduct the Tax Liability under PAYE from my next salary payment.

· I have included payment for the Tax Liability in the enclosed cheque.

· I wish the Company to retain and sell enough Shares to meet the Tax Liability, as specified in clause 3.3 (but without being required to wait until seven days after this exercise before doing so).

· I have entered into other arrangements (which are satisfactory to the Company) to meet the Tax Liability.

Delete all but one of the bullet points above, as appropriate. If you do not select a method of settling your Tax Liability, the Company will sell a number of shares to meet your Tax Liability, as specified in clause 3.3.

19. Payment

19.1 I enclose a cheque for *(write amount here)* which includes:

· The aggregate exercise price payable under the Option for the Shares.

· The amount due in respect of my PAYE and NICs liabilities (as specified in clause 17.1 and clause 17.2) arising on exercise*(Delete this bullet point, if it does not apply.)*

19.2 I enclose completed documentation relating to other arrangements (which are satisfactory to the Company) to meet my PAYE and NICs liabilities arising on exercise (as specified in clause 17.1 and clause 17.2). *(Delete this clause, if it does not apply.)*

19.3 I enclose a completed deed of adherence in accordance with rule 6.8 of the Plan. (Delete*this clause if it does not apply.*)

19.4 I enclose a completed lock up agreement as referred to in the Option Certificate (*Delete this clause if it does not apply.*)

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a deed by [NAME OF OPTION HOLDER] in the presence of:

_____

[SIGNATURE OF OPTION HOLDER]

_____

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

RULES of the
ADAPTIMMUNE THERAPEUTICS PLC 2016 EMPLOYEE SHARE OPTION SCHEME

Adopted by the Company on 14 January 2016

CONTENTS

RULES OF THE ADAPTIMMUNE THERAPEUTICS PLC 2016 EMPLOYEE SHARE OPTION SCHEME

1. DEFINITIONS

1.1 In these Rules, unless the context otherwise requires, the following words and expressions have the meanings set opposite them:

"Auditors"	the auditors for the time being of the Company or in the event of there being joint auditors such one of them as the Board shall select;
"Board"	the board of directors from time to time of the Company (or the directors present at a duly convened meeting of such board) or a duly authorised committee of directors appointed by that board of directors to carry out any of its functions under this Scheme;
"Company"	Adaptimmune Therapeutics plc, a company incorporated and registered in England with number 9338148;
"Connected"	means that the relevant individual is an employee or a director of, or a Consultant to, a Group Company;
"Consultant"	means any person who is providing consultancy services to a Group Company including, without prejudice to the generality of the foregoing, any member of any Scientific Advisory Board that may from time to time be established by the Company;
"control"	except as otherwise provided, has the meaning given in Section 719 of ITEPA 2003;
"Date of Grant"	the date on which an Option is granted as provided in Rule 3.6;
"Deed of Grant"	has the meaning given in Rule 3.4A;
"Disqualifying Event"	has the meaning given in sections 533 to 539 of ITEPA 2003;
"Eligible Person"	in relation to the grant of an Option which is not an EMI Option, any bona fide employee of the Company or any subsidiary of the Company, and in relation to the grant of an EMI Option, any bona fide employee of the Company or any subsidiary of the Company who satisfies the eligibility criteria set out in Rule 2, and for the purposes of this definition "subsidiary" shall have the meaning given in Section 1159 of the Companies Act 2006;
"EMI Notice"	a notice of an option which must be given to HMRC for that Option to be an EMI Option and which

	complies with the requirements of paragraph 44 of Schedule 5 to ITEPA 2003;
"EMI Option"	an Option which is a **"qualifying option"** as defined in paragraph 1(2) of Schedule 5 to ITEPA 2003;

"Employer NICs"	any secondary class 1 (employer) national insurance contributions (or any similar liability for social security contribution in any jurisdiction) that the Option Holder's Employer is liable to pay as a result of any Taxable Event (or which such person would be liable to pay in the absence of an election of the type referred to in Rule 9.2(b)) and which may be lawfully recovered from the Option Holder.
"Existing Share Option"	a right to acquire Shares that are already in issue, at the Option Price, pursuant to and in accordance with the Rules, which has neither lapsed nor been fully exercised;
"Grantor"	the person granting an Option pursuant to the Rules of this Scheme which may be: (a) the Company; or (b) the trustees of an employee benefit trust authorised by the Board to grant Options at the relevant time, subject to Rule 3.7; or (c) any other person authorised by the Board to grant Options at the relevant time, subject to Rule 3.7;
"the Group"	the Company and its subsidiaries from time to time;
"Group Company"	a company which is a member of the Group and includes the Company, whether or not it has any subsidiaries at the relevant time;
"HMRC"	HM Revenue & Customs;
"ITEPA 2003"	the Income Tax (Earnings and Pensions) Act 2003;
"Listing"	the listing of American Depositary Shares of the Company on NASDAQ, which for the purposes of these Rules shall be treated as occurring on the day on which trading in the American Depositary Shares of the Company began, namely 6 May 2015;
"New Share Option"	a right to subscribe for Shares at the Option Price pursuant to and in accordance with these Rules which has neither lapsed nor been fully exercised;
"N.I. Regulations"	the laws, regulations and practices from time to time in force relating to liability for and the

	collection of National Insurance contributions;
"Option"	a New Share Option or an Existing Share Option;
"Option Agreement"	a written agreement executed in respect of the grant of an Option pursuant to Rule 3.4;
"Option Holder"	a person holding an Option, including, where applicable, his Personal Representatives;
"Option Holder's Employer"	such Group Company as is the Option Holder's employer or, if he has ceased to be employed within the Group, was his employer or such other Group Company, or other person as, under the PAYE Regulations or, as the case may be, the N.I. Regulations, or any other statutory or regulatory enactment (whether in the United Kingdom or otherwise), is obliged to account for any Tax Liability;
"Option Price"	the price, as from time to time determined by the Board (with the prior consent of the Grantor, where appropriate), at which each Share subject to an Option may be acquired on the exercise of that Option which, if Shares are to be newly issued to satisfy the exercise of the Option, shall not be less than the nominal value of a Share;
"Option Shares"	the Shares over which an Option subsists;
"ordinary share capital"	all the issued share capital (by whatever name called) of the Company other than capital the holders whereof have a right to a dividend at a fixed rate but have no other right to share in the profits of the Company;
"PAYE Regulations"	the regulations made under section 684 of ITEPA 2003;
"Performance Option"	an Option the exercise of which is subject to attainment of a Performance Target;
"Performance Period"	in relation to a Performance Option, the period (as determined by the Board) over which the performance of the Company and/or any other condition is to be measured for the purposes of determining whether and to what extent the Performance Target is met;
"Performance Target"	the condition or conditions imposed on the exercise of an Option pursuant to Rule 5 as amended and varied from time to time in accordance with these Rules;
"Personal Data"	any personal information which could identify an Option Holder, including but not limited to, the

Option Holder's:

(a) date of birth;

(b) home address;

(c) telephone number;

(d) e-mail address;

(e) National Insurance number (or equivalent); or

(f) Options under the Scheme or any other employee share scheme operated by the Company.

"Personal Representatives" in relation to an Option Holder, the personal representatives of the Option Holder (being either the executors of his will to whom a valid grant of probate has been made or, if he dies intestate, the duly appointed administrator(s) of his estate) who have produced to the Company evidence of their appointment as such;

"Qualifying Subsidiary" a subsidiary which satisfies the conditions of paragraph 11 of Schedule 5 to ITEPA 2003;

"Relevant Restriction" a provision included in any contract, agreement, arrangement or condition (including the articles of association of the Company) to which any of sections 423(2), 423(3) or 423(4) of ITEPA 2003 would apply if references in them to employment related securities were references to Shares;

"Sale" an unconditional agreement being entered into for the sale to a person other than a Group Company of the whole, or substantially the whole, of the business and assets of the Company;

"Scheme" this share option scheme as constituted and governed by these Rules, as from time to time amended in accordance with these Rules;

"Shares" fully paid irredeemable shares in the ordinary share capital of the Company. For these purposes, shares:

(a) will not be fully paid-up if there is any undertaking to pay cash to the Company at a future date for those Shares; and

(b) shall be treated as redeemable if they may become so at a future date;

"subsidiary" save where the contrary is indicated, a company which is a subsidiary of the Company within the meaning of Section 1159 of the Companies Act 2006, except that any company that is a subsidiary under section 1159(1)(b) or section 1159(c) shall not cease to be a subsidiary for the purposes of these Rules (in particular, the definitions of Group, Group Company and Qualifying Subsidiary) when shares in that subsidiary held by the Company (or by another subsidiary) are registered in the name of:

(a) another person (or its nominee) solely by way of security or in connection with the taking of security; or

(b) the Company's (or another subsidiary's) nominee;

"Sufficient Shares" the smallest number of Shares which, when sold at the best price which can reasonably be expected to be obtained at the time of sale, will produce an amount at least equal to the relevant Tax Liability (after deduction of brokerage and any other charges or taxes on the sale);

"Takeover" the Company coming under the control of a person or persons as mentioned in Rule 11;

"Taxable Event" any event or circumstance that gives rise to a liability for the Option Holder to pay income tax and National Insurance contributions or either of them (or their equivalents in any jurisdiction) in respect of:

(a) the Option, including its exercise, its assignment or surrender for consideration, or the receipt of any benefit in connection with it;

(b) any Shares (or other securities or assets):

(i) earmarked or held to satisfy the Option;

(ii) acquired on exercise of the Option;

(iii) acquired as a result of holding the Option; or

(iv) acquired in consideration of the assignment or surrender of the Option; or

(c) any securities (or other assets) acquired or earmarked as a result of holding Shares (or other securities or

assets) mentioned in (b); or

(d) any amount due under PAYE in respect of securities or assets within (a) to (c) above, including any failure by the Option Holder to make good such an amount within the time limit specified in section 222 of the ITEPA 2003.

"Tax Liability" the total of:

(a) any income tax and primary class 1 (employee) National Insurance contributions (or their equivalents in any jurisdiction) for which the Option Holder's Employer may be liable to account (or reasonably believes it is or may be liable to account) as a result of any Taxable Event; and

(b) any Employer National Insurance contributions that any employer (or former employer) of the Option Holder is or may be liable to pay (or reasonably believes it is or may be liable to pay) as a result of any Taxable Event which can be recovered lawfully from the Option Holder;

"Vested Shares" Shares which, subject to the following rules of this Scheme, may at the relevant time be acquired by the exercise of an Option in accordance with these Rules in consequence of the conditions set out in any applicable Vesting Schedule or Performance Targets being met.

"Vesting Schedule" such one or more time-based conditions as may be specified by the Board in the Option Agreement or Deed of Grant as mentioned in Rules 5.1 and 5.2.

1.2 Where the context so admits or requires, the singular includes the plural and the masculine includes the feminine and neuter and vice versa.

1.3 References to Rules are to Rules of this Scheme as from time to time amended in accordance with their provisions.

1.4 A reference to a statute or statutory provision is a reference to it as in force at the relevant time, taking account of any amendment, extension or re-enactment and includes any subordinate legislation in force and made under it.

1.5 References to "**writing**" and "**written**" includes faxes, email and other forms of electronic communication which can be read.

1.6 A reference to a "person" includes any individual, firm, body corporate, unincorporated association, partnership, joint venture, government or state or agency of state (whether or not having a separate legal personality).

1.7 Headings shall not affect the interpretation of these Rules.

2. ELIGIBILITY FOR EMI OPTIONS

2.1 A person is eligible to be granted an EMI Option if (and only if) he is an employee of the Company or a Qualifying Subsidiary and his committed time to the relevant company amounts to at least 25 hours a week, or if less, 75% of his "working time" (as that expression is defined by paragraph 27(1) of Schedule 5 to ITEPA 2003), and which includes time which the employee would have been required to so spend but for injury, ill health, disability, pregnancy, childbirth, maternity, paternity or parental leave, reasonable holiday entitlement or not being required to work during a period of notice of termination, in compliance with paragraph 26 of Schedule 5 to ITEPA 2003.

2.2 A person is not eligible to be granted an EMI Option at any time when he is not eligible to participate in the Scheme by virtue of paragraph 28 of Schedule 5 to ITEPA 2003 *(no material interest requirement).*

3. GRANT OF OPTIONS

3.1 Subject to the limitations and conditions of this Scheme, in its absolute discretion, any Grantor may, on such dates as it shall determine, grant Options (whether or not intended to be EMI Options) to such Eligible Persons as it may in its absolute discretion select.

3.2 Options:

3.2.1 may not be granted at any time when such grant would be prohibited by, or in breach of, any law or regulation with the force of law; or

3.2.2 which are intended to be EMI Options shall only be granted when the Company is a qualifying company as defined in paragraph 8 of Schedule 5 to ITEPA 2003.

3.3 The Grantor may impose a condition preventing the exercise of an Option unless the Option Holder shall have entered into a Deed of Adherence (in such form as may be required by the Company) with the Company and all persons who at the date of exercise of the Option are holders of shares in the capital of the Company whereby the Option Holder becomes a party to any Shareholders' Agreement or other document having a similar effect which is in force between the Company and all persons who at the date of exercise of the Option are holders of shares in the capital of the Company.

3.4 Subject to Rule 3.4A, an Option shall be granted by the Grantor and the Option Holder executing as a deed an agreement, in such form as the Board may from time to time determine. Each Option Agreement shall:

3.4.1 if such be the case, specify that the Option is intended to be an EMI Option and is granted in accordance with the provisions of Chapter 9 of Part 7 of and Schedule 5 to ITEPA 2003;

3.4.2 specify the Date of Grant;

3.4.3 identify the Grantor;

3.4.4 specify the number and class of Shares over which the Option is granted;

3.4.5 specify the Option Price;

3.4.6 specify any Performance Target and Performance Period imposed pursuant to Rule 5 (and any restrictions that apply to the variation or waiver of any such Performance Target) and any condition imposed under Rule 3.3;

3.4.7 specify the Vesting Schedule applicable to the Option;

3.4.8 specify the last date on which the Option may be exercised (subject to Rule 7.1) and assuming that the Option is not exercised earlier and no event occurs to cause the Option to lapse earlier;

3.4.9 specify how the Option may be exercised;

3.4.10 specify details of any Relevant Restrictions attaching to the Option Shares;

3.4.11 specify that the Option is subject to these Rules;

3.4.12 include the terms required by Rule 9.1, Rule 9.2 and Rule 9.6;

3.4.13 include the power of attorney required by Rule 9.7; and

3.4.14 include a term giving effect to Rule 3.9.

3.4A Notwithstanding Rule 3.4, in relation to Options other than EMI Options, Options may be granted by the Grantor executing a deed poll (a **"Deed of Grant"**), which may cover a number of Options. A Deed of Grant shall specify the information set out in Rule 3.4.2 to 3.4.8, together with any other terms of the Option not inconsistent with these Rules, in relation to each Option granted by it. Where an Option is granted by way of a Deed of Grant:

3.4A.1 the information set out in Rule 3.4.2 to 3.4.11 (and any other terms of the Option contained in the Deed of Grant) shall be provided to the Option Holder (and may be provided in an electronic manner); and

3.4A.2 the Option may be subject to a condition that if the terms of the Option are not accepted by the Option Holder within a period of 30 days (or such other period as the Board considers appropriate) from the Date of Grant, the Option shall lapse.

3.5 No amount shall be paid by an Eligible Employee for the grant of an Option.

3.6 The date of the agreement executed pursuant to Rule 3.4, or the date of execution of the deed poll referred to in Rule 3.4A, shall be taken for all purposes of this Scheme as the Date of Grant in respect of the relevant Option.

3.7 An Option shall not be granted by any person other than the Company without the prior approval of the Board and such person will only be authorised to grant Options after it has entered into as irrevocable undertaking to the Company for the benefit of the Company and an Option Holder's Employer that such person will fulfil its obligations as Grantor under these Rules.

3.8 In the case of an EMI Option, within 30 days after the Date of Grant, the Option Holder shall correctly complete, sign and date the relevant EMI Notice and return it to the Option Holder's Employer.

3.9 If an Option Holder granted an EMI Option does not correctly complete, sign and

date the relevant EMI Notice and return it to the Option Holder's Employer within 60 days after the Date of Grant the relevant Option shall automatically lapse at the end of that period.

3.10 The Option Holder's Employer shall, in respect of any Option intended to be an EMI Option:

3.10.1 send an original of the duly completed EMI Notice so as to be received by the Small Company Enterprise Centre of HMRC within the period of 92 days after the relevant Date of Grant (or such other period as may be specified by paragraph 44 of Schedule 5 to ITEPA 2003 at the relevant time); and

3.10.2 keep each Option Agreement available for inspection by HMRC at any time.

3.11 The Option Agreement, or the information provided in accordance with Rule 3.4A.1, shall serve as evidence of the grant of the Option and accordingly no certificates shall be issued to the Option Holder.

3A. SCHEME LIMIT

3A.1 No Option may be granted if, immediately following the grant, it would make the aggregate number of Shares subject to awards made following the Listing under the Scheme and any other incentive plans for Connected individuals adopted by a Group Company exceed the Scheme Limit at that time.

3A.2 The **"Scheme Limit"** at any time shall be 8% of the number of Shares comprised in the Initial Fully Diluted Share Capital plus any Annual Increments by which the Scheme Limit has increased prior to that time in accordance with Rule 3A.4.

3A.3 The **"Initial Fully Diluted Share Capital"** shall be the issued share capital of the Company immediately following the Listing plus the number of shares which would be issued if all options to acquire Shares granted by the Company to Connected individuals (whether or not still Connected at the time of the Listing) which were outstanding at the time of the Listing were exercised in full and satisfied by the issue of new Shares by the Company.

3A.4 On 1 July in each year, commencing with 1 July 2016, the Scheme Limit shall automatically increase by 4% of the number of shares comprised in the issued share capital of the Company at the end of the immediately preceding 30 June, or, in each case, such lower number as the Board may prior to that 1 July determine. Each such increase shall be an **"Annual Increment"**.

3A.5 For the purposes of Rule 3A.1, Shares subject to awards which have been satisfied (in whole or in part) shall be included (to the extent that the relevant award has been satisfied), and Shares subject to awards which (in whole or in part) have lapsed or otherwise become incapable of exercise (other than by reason of the satisfaction thereof) shall not be included (to the extent that the relevant award has lapsed or otherwise become incapable of exercise).

4. OPTION PRICE

4.1 Subject to Rule 3.4 and any adjustment being made pursuant to Rule 14, the Option Price shall be determined by the Board (with the prior consent of the Grantor, where appropriate).

4.2 In the case of a New Share Option, the Option Price shall not be less than the nominal value of a Share.

5. VESTING SCHEDULE AND PERFORMANCE TARGETS

5.1 An Option may be granted subject to either, or both, a Vesting Schedule and Performance Targets as the Board shall determine.

5.2 An Option may be granted on terms that different proportions of the Option Shares shall respectively become Vested Shares if the Option Holder is continuously Connected throughout such different periods, beginning with the Date of Grant, as the Board shall specify in the Option Agreement or the Deed of Grant.

5.3 An Option may be granted on terms that the extent to which the Option Shares become Vested Shares shall depend upon the extent to which one or more Performance Targets specified in the Option Agreement or Deed of Grant is attained (so that if and insofar as any such Performance Target is not attained, the Option shall then lapse and cease to be exercisable in respect of the proportion of Option Shares which does not then become Vested Shares).

5.4 A Performance Target may be specified to apply to the whole or part only of an Option.

5.5 After an Option has been granted the Board may (with the consent of the Grantor, where appropriate) amend a Vesting Schedule so as to bring forward the time at which any Option Shares shall become Vested Shares or vary any Performance Target imposed pursuant to Rule 5.1 PROVIDED THAT no such variation shall be made unless an event has occurred or events have occurred in consequence of which the Board reasonably considers that the terms of the existing Performance Targets should be so varied for the purpose of ensuring that either the objective criteria against which the performance of the Group and/or any Group Company and/or any division and/or the Option Holder will then be measured will be, in the reasonable opinion of the Board, a fairer measure of such performance or that any varied Performance Target will afford a more effective incentive to Option Holders and will be no more difficult to satisfy than was the Performance Target when first set.

5.6 After an Option has been granted the Board may (with the consent of the Grantor, where appropriate), waive in whole or in part any requirement that a Performance Target be met as a condition of exercise of an Option PROVIDED THAT no such waiver shall be made unless an event or events have occurred in consequence of which the Board reasonably considers that the terms of the existing Performance Target no longer afford an effective incentive to the Option Holder.

5.7 The Board shall determine whether, and to what extent, any Performance Targets have been satisfied.

5.8 If an Option is subject to any Performance Target, the Board shall notify the Option Holder (and the Grantor, if not the Company) within a reasonable time after the Board becomes aware of the relevant information:

5.8.1 whether (and, if relevant, to what extent) the Performance Target has been satisfied and the relevant Option has therefore vested;

5.8.2 of any subsequent change in whether, or the extent to which, the

Performance Target has been satisfied;

5.8.3 when that Performance Target has become incapable of being satisfied, in whole or in part; and

5.8.4 of any waiver or variation of that Performance Target under Rule 5.5 or 5.6.

5.9 The number of Shares in respect of which an Option shall become vested on any occasion shall be rounded to the nearest whole number.

5.10 If, in consequence of a Performance Target being met, an Option becomes vested in respect of some but not all of the Option Shares, it shall thereupon lapse and cease to be exercisable in respect of the balance of the Option Shares if such Performance Target is incapable of being met in respect of the balance of such Option Shares.

6. LIMITS

6.1 Unless permitted by Schedule 5 to ITEPA 2003 or such other legislation as may from time to time govern the granting of EMI Options, no person shall be granted EMI Options which would, at the time they are granted, result in that person exceeding the £250,000 maximum entitlement as prescribed in paragraph 5 of Schedule 5 to ITEPA 2003 (or such other amount as may be specified by Schedule 5 to ITEPA 2003 at the relevant time).

6.2 Unless permitted by Schedule 5 to ITEPA 2003 or such other legislation as may from time to time govern the granting of EMI Options, no person shall be granted EMI Options which would, at the time that they are granted, result in the Company exceeding the £3,000,000 maximum value of shares prescribed in paragraph 7 of Schedule 5 to ITEPA 2003 (or such other amount as may be specified by Schedule 5 to ITEPA 2003 at the relevant time).

6.3 A Grantor may only grant EMI Options whilst the requirements of Schedule 5 to ITEPA 2003 are met and if any of the requirements are not met, the Option shall continue to subsist but not as an EMI Option.

6.4 For the avoidance of doubt, the limitations under this Rule 6 do not apply to Options which are not EMI Options.

7. EXERCISE AND LAPSE OF OPTIONS

7.1 An Option shall not in any event be exercised later than 5.00 pm GMT on the day immediately preceding the tenth anniversary of the Date of Grant or such earlier date as may be specified in the relevant Option Agreement or Deed of Grant and shall lapse if not exercised by such date.

7.2 Subject to Rules 11.2 and 13.2 an Option may only ever be exercised in respect of Vested Shares or such greater proportion of the Option Shares as may be notified in writing to the Option Holder by the Board.

7.3 Except as mentioned in Rules 7.4, 11 and 13 or as otherwise provided in the relevant Option Agreement or Deed of Grant an Option may not be exercised unless the Option Holder is at the time of exercise Connected with a Group Company.

7.4 If an Option Holder ceases to be Connected with any member of the Group then

an Option granted to him may only be exercised (if at all) in relation to such proportion of the Option Shares, and (subject to Rule 7.1) within such period, as the Board shall (with the consent of the Grantor, where appropriate) determine and notify to the Option Holder (or, where appropriate, his Personal Representatives) and shall otherwise lapse and cease to be exercisable on the date of cessation **PROVIDED THAT** unless such determinations are made by the Board prior to the expiry of the period of three months beginning with the date on which the Option Holder ceases to be so Connected then such Option may not be exercised and shall be deemed to have lapsed and ceased to be exercisable as from the date of such cessation.

7.5 Save for the express requirements of Rule 7.4 there are absolutely no restrictions (or implied restrictions) under these Rules or otherwise on the Board's freedom to make whatever decision it wishes (or no decision at all) under Rule 7.4. In doing so, the Board may take into account (or disregard) whatever factors it wishes. An Option Holder shall have no entitlement to, and m not claim, compensation or damages (or any other remedy) from any Group Company or any former Group Company in respect of any Board decision under Rule 7.4 (or any failure by the Board to consider making a decision).

7.6 An Option shall immediately lapse and cease to be exercisable:

7.6.1 if, in the case of an EMI Option, within the period of 60 days commencing on the Date of Grant, the Option Holder does not correctly complete, sign and return the relevant EMI Notice and return it to the Option Holder's Employer;

7.6.2 subject to Rules 7.4, 11 and 12, if the Option Holder ceases to be Connected with any member of the Group for any reason (including death);

7.6.3 if the Board shall have exercised its discretion pursuant to Rule 7.4 and the relevant Option shall not have been validly exercised within the period allowed for exercise and specified by the Board pursuant to Rule 7.4, at the end of that period;

7.6.4 at 5.00pm GMT on the day preceding the tenth anniversary of the Date of Grant;

7.6.5 if the Option (or any rights under it) is transferred or assigned (other than to the Personal Representatives of the Option Holder on the death of the Option Holder), mortgaged, charged or any other security interest created over it or otherwise disposed of by the Option Holder or the Option Holder attempts to do any such thing;

7.6.6 if the Option Holder is adjudged bankrupt under Part IX of the Insolvency Act 1986, or applies for an interim order under Part VIII of the Insolvency Act 1986, or proposes or makes a voluntary arrangement under Part VIII of the Insolvency Act 1986, or takes similar steps, or is similarly affected under the laws of any jurisdiction that correspond to those provisions of the Insolvency Act 1986;

7.6.7 at the end of the 40 day period referred to in Rule 11.1 or, if earlier, at the end of any period specified by the Board pursuant to Rule 11.2;

7.6.8 at the end of the 40 day period referred to in Rule 13.1 or, if earlier, at the end of any period specified by the Board pursuant to Rule 13.2;

7.6.9 if any Performance Target to which the Option is subject becomes incapable of being attained by the end of the relevant Performance Period.

8. MANNER OF EXERCISE OF OPTIONS

8.1 An Option shall be exercised in whole or in part by the Option Holder (or, as the case may be, his Personal Representatives) delivering to the Company (acting as agent of the Grantor) a written exercise notice (in such form prescribed by the Board from time to time, which can, without limitation, be in electronic form) specifying the number of Shares in respect of which the Option is being exercised. Such notice shall be accompanied by the payment of an amount equal to the Option Price multiplied by the number of Shares specified in the exercise notice in respect of which the Option is exercised and by any payment required under Rule 9 and/or any documentation relating to arrangements or agreements required under Rule 9 (save to the extent the Option Holder enters into other arrangements satisfactory to the Company for the payment of any such sum in relation to the Exercise Price and/or any sum required to be paid under Rule 9).

8.2 Where an Option is exercised in part only the balance of the Option not thereby exercised shall continue to be exercisable in accordance with these Rules and the relevant Option Agreement or Deed of Grant.

8.3 Any exercise notice shall be invalid:

8.3.1 to the extent that it is inconsistent with the Option Holder's rights under these Rules and/or the Option Agreement or Deed of Grant; and

8.3.2 if any of the requirements of Rule 8.1 are not met; or

8.3.3 if any payment referred to in Rule 8.1 is made by a cheque that is not honoured on first presentation or in any other manner which fails to transfer the expected value to the Company.

8.4 A notice to exercise an Option by an Option Holder will be invalid:

8.4.1 when any Group Company has begun disciplinary proceedings against the relevant Option Holder which have not been concluded; or

8.4.2 while any Group Company is investigating the relevant Option Holder's conduct and may as a result begin disciplinary proceedings; or

8.4.3 while there is a breach of the relevant Option Holder's contract of employment which entitles any Group Company to dismiss the Option Holder (whether or not the Group Company is aware of that breach); or

8.4.4 at any time when the relevant Option Holder is no longer employed by a Group Company but the Option remains capable of exercise, if there was a material breach of the Option Holder's employment contract:

(a) of which no Group Company was aware (or not fully aware) until after:

(i) the time when the Option Holder ceased employment; and

(ii) the time when the Board decided to permit the exercise of the Option following the Option Holder's cessation of employment (if such permission has been granted); and

(b) which would have prevented the grant or exercise of the Option, had any Group Company been aware (or fully aware) of that breach at the relevant time.

8.5 The Board shall treat Option Holders fairly and reasonably when making decisions or taking steps under Rule 8.4.

8.6 The Company may permit the Option Holder to correct any defect referred to in Rule 8.3.2 or 8.3.3 (but shall not be obliged to do so). The date of any corrected exercise notice shall be the date of the correction rather than the original notice date for all other purposes of the Scheme.

8.7 The Company shall be entitled to satisfy any New Share Option in whole or in part by procuring that the relevant number of Shares are transferred to the Option Holder upon the exercise of his Option.

8.8 Subject to the other Rules of this Scheme, as soon as practicable and in any event not more than 30 days after receipt by the Company of a valid notice exercising a New Share Option, the Shares in respect of which the New Share Option has been exercised and in respect of which the Company has not exercised its rights pursuant to Rule 8.6 shall be allotted and issued by the Company.

8.9 Subject to the other Rules of this Scheme, as soon as practicable and in any event not more than 30 days after receipt by the Grantor of a notice exercising an Existing Share Option or (where the Company is exercising its rights pursuant to Rule 8.7) by the Company of a valid notice exercising a New Share Option, the person transferring shares to the Option Holder shall lodge with the Company a transfer of the number of Shares which are to be transferred to the Option Holder pursuant to the exercise of his Option together with the share certificate(s) covering such Shares (if applicable) and the Company shall register such transfer. Shares transferred in satisfaction of the exercise of an Option shall be transferred free of any lien, charge or other security interest, and with all rights attaching to them, other than any rights determined by reference to a date before the date of transfer.

8.10 The Company shall be responsible for any stamp duty payable by an Option Holder in respect of the transfer of any Shares to him pursuant to the exercise of an Option.

8.11 Except for any rights determined by reference to a date before the date of allotment, Shares allotted and issued in satisfaction of the exercise of an Option shall rank equally in all respects with the other shares of the same class in issue at the date of allotment.

9. TAX LIABILITIES

9.1 Each Option Agreement shall include the Option Holder's irrevocable agreement to:

(a) pay to the Option Holder's Employer the amount of any Tax Liability; or

(b) enter into arrangements to the satisfaction of the Option Holder's Employer for payment of any Tax Liability.

Where an Option is granted by Deed of Grant, the acceptance of the terms of the Option in accordance with Rule 3.4A.2 shall constitute the Option Holder's irrevocable agreement to these terms.

9.2 Unless the Option Holder's Employer directs that it shall not, each Option Agreement shall include the Option Holder's irrevocable agreement that:

(a) the Option Holder's Employer may recover the whole or any part of any Employer NICs from the Option Holder; and

(b) at the request of the Option Holder's Employer, the Option Holder shall elect (using a form approved by HMRC) that the whole or any part of the liability for Employer NICs shall be transferred to the Option Holder.

Where an Option is granted by Deed of Grant, the acceptance of the terms of the Option in accordance with Rule 3.4A.2 shall constitute the Option Holder's irrevocable agreement to these terms (unless the Option Holder's Employer directs that it shall not).

9.3 The Option Holder's Employer may decide to release the Option Holder from, or not to enforce any part of the Option Holder's obligations in respect of Employer NICs under Rule 9.1 and 9.2.

9.4 If an Option Holder does not fulfil his obligations under either Rule 9.1(a) or Rule 9.1(b) in respect of any Tax Liability arising from the exercise of an Option within seven days after the date of exercise and Shares are readily saleable at that time, the Grantor shall withhold Sufficient Shares from the Shares which would otherwise be delivered to the Option Holder. From the net proceeds of sale of those withheld Shares, the Granter shall pay to the Option Holder's Employer an amount equal to the Tax Liability and shall pay any balance to the Option Holder. The Option Holder's obligations under Rule 9.1(a) and Rule 9.1(b) shall not be affected by any failure of the Company to withhold Shares under this Rule 9.4.

9.5 Option Holders shall have no rights to compensation or damages on account of any tax or national insurance contributions liability which arises or is increased (or is claimed to arise or be increased) in whole or in part because of:

(a) any decision of HMRC that an Option does not meet the requirements of Schedule 5 ITEPA 2003 and is therefore not an EMI Option, however that decision may arise;

(b) any Disqualifying Event, however that event may be caused; or

(c) the timing of any decision by the Board to permit the exercise of an Option under Rule 7.4.

9.6 Each Option Agreement shall include the Option Holder's irrevocable agreement to enter into a joint election, under section 431(1) or section 431(2) of ITEPA 2003, in respect of the Shares to be acquired on exercise of the relevant Option, if required to do so by the Company or Option Holder's Employer, on or before any date of exercise of the Option. Where an Option is granted by Deed of Grant, the acceptance of the terms of the Option in accordance with Rule 3.4A.2 shall constitute the Option Holder's irrevocable agreement to enter into such an

election if so required.

9.7 Each Option Agreement shall include a power of attorney appointing the Company as the Option Holder's agent and attorney for the purposes of Rule 9.4 and Rule 9.6. Where an Option is granted by way of Deed of Grant, the acceptance of the terms of the Option in accordance with Rule 3.4A.2 shall constitute the Option Holder's appointment of the Company as the Option Holder's agent for the purposes of Rule 9.4 and Rule 9.6.

10. NON-TRANSFERABILITY OF OPTIONS

10.1 During his lifetime, only the individual to whom an Option is granted may exercise that Option. Options (and any rights arising under them) may not be transferred or assigned or have any charge or other security interest created over them.

11. TAKEOVERS

11.1 Subject to Rules 7.1, 11.2, and 12, if any person ("**the Controller**") acquires control of the Company as a result of:

11.1.1 making an offer to acquire the whole of the issued share capital of the Company which is made on a condition such that, if it is satisfied, the Controller will (on its own account or acting together with others) have control of the Company; or

11.1.2 making an offer to acquire all the shares in the Company which are of the same class as the Shares (on its own account or acting together with others); or

11.1.3 entering into a share sale and purchase agreement which will result in the Controller obtaining Control of the Company upon completion (on its own account or acting together with others);

the Option Holder shall, whether or not he subsequently or in consequence of the change in control ceases to be Connected with any Group Company for any reason but subject to the provisions of Rules 7.1 and 7.2, be entitled to exercise his Option in whole or in part within the period of 40 days beginning with the date when the Controller has obtained control of the Company and (if relevant) any condition subject to which the offer is made has been satisfied and to the extent that the Option is not exercised within such period it shall lapse and cease to be exercisable.

11.2 Notwithstanding Rule 11.1, if a person makes such an offer as is referred to in Rule 11.1.1 or 11.1.2 or negotiates a share sale and purchase agreement with the shareholders of the Company which will result in a change in control, the Board may, in its absolute discretion and by notice in writing to all Option Holders, declare all outstanding Options to be exercisable in respect of all Option Shares which would become Vested Shares upon such change of control in anticipation of the change in control during a reasonable limited period specified by the Board in the notice (which period shall end immediately before the Controller obtains control of the Company, if it has not already ended). If the Board so declares, all outstanding Options may be exercised at any time during such period. If not exercised, the Options shall lapse immediately upon the expiry of such period.

12. QUALIFYING EXCHANGE OF SHARES

12.1 The provisions of Rule 12.2 shall have effect, and Rule 11.1 shall not apply if another company obtains all the shares of the Company as a result of a "qualifying exchange of shares" (falling within paragraph 40 of Schedule 5 to ITEPA 2003) and the Option Holder is invited to release his rights under his Option in consideration of the grant to him of rights (the "**Replacement Option**") which are equivalent but relate to shares in the acquiring company and the requirements of paragraphs 42 and 43 of Schedule 5 to ITEPA 2003 would be met in relation to the Replacement Option.

12.2 If the Option Holder does not agree to release his rights under his Option in consideration of the grant to him of such Replacement Option then his Option shall lapse and cease to be exercisable at the end of the period within which the Option Holder could have accepted such invitation.

13. SALE

13.1 In the event of a Sale, Options may be exercised in respect of Vested Shares whether or not the relevant Option Holder shall have ceased to be Connected with a Group Company subsequently to or in consequence of that Sale within the period of 40 days beginning with the date of the Sale and shall lapse and cease to be exercisable at the end of that period.

13.2 If the Board anticipates that a Sale may occur, the Board may invite Option Holders to exercise Options in respect of Option Shares which would become Vested Shares upon such Sale within such period preceding such Sale as the Board may specify and, if an Option is not then exercised, it shall, unless the Board otherwise determines, lapse and cease to be exercisable at the end of that period.

14. LISTING

[Rule 14 has been deleted]

15. VARIATION OF SHARE CAPITAL

15.1 If there is any variation of the share capital of the Company (whether that variation is a capitalisation issue (other than a scrip dividend), rights issue, consolidation, subdivision or reduction of capital or otherwise) which affects (or may affect) the value of Options to Option Holders, the Board may adjust the number and description of Shares subject to each Option and/or the Option Price of each Option in a manner which the Board, in its reasonable opinion, considers to be fair and appropriate. However:

15.1.1 the amendment of any Option granted by a Grantor other than the Company shall require the consent of that Grantor (which shall not be unreasonably withheld);

the Board should note that the amendment of an EMI Option:

(a) may be a Disqualifying Event;

(b) may be regarded by HMRC as the release of the Option and the grant of a replacement share option which lacks EMI tax advantages; and

(c) it is possible to consult the Small Company Enterprise Centre of

HMRC before any amendment proposed to be made under this Rule 15 and obtain their informal confirmation that they do not consider that the amendment would fall within either (i) or (ii) above;

15.1.2 the total amount payable on the exercise of any Option in full shall not be increased; and

15.1.3 the Option Price for a Share to be newly issued on the exercise of any Option shall not be reduced below its nominal value (unless the Board resolves to capitalise, from reserves, an amount equal to the amount by which the total nominal value of the relevant Shares exceeds the total adjusted Option Price, and to apply such amount to pay-up the relevant Shares in full).

16. RELATIONSHIP WITH EMPLOYMENT CONTRACT

16.1 This Scheme shall not form part of any contract of employment or letter of appointment between any Eligible Person and any Group Company and shall not confer on any Eligible Person any legal or equitable rights whatsoever against any such company nor give rise to any claim or cause of action at common law under statute or in equity.

16.2 The grant of an option shall not form part of the Option Holder's entitlement to remuneration or benefits pursuant to his contract of employment or letter of appointment or count as wages or remuneration for pension purposes nor does the existence of a contract of employment or a letter of appointment between any person and any Group Company give such person any right or entitlement to have an Option granted to him in respect of any number of Shares or any expectation that an Option might be granted to him whether subject to any conditions or at all.

16.3 The rights and obligations of an Option Holder under the terms of his contract of employment or letter of appointment shall not be affected by the grant of an Option or his participation in this Scheme.

16.4 The rights granted to an Option Holder upon the grant of an Option shall not afford the Option Holder any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with any Group Company for any reason whatsoever (whether or not in circumstances giving rise to a claim for wrongful or unfair dismissal).

17. VARIATIONS AND TERMINATION

17.1 The Board may from time to time in its absolute discretion, subject to Rules 17.2 and 17.3, amend, delete or add to the Rules of this Scheme in any respect as they deem desirable.

17.2 No amendment, deletion or addition shall be made which would adversely affect in any way any subsisting rights of Option Holders under the Scheme unless it is made:

17.2.1 with the prior written consent of such number of Option Holders as hold Options under the Scheme to acquire 75 per cent of the Shares which would be issued or transferred if all Options granted and subsisting under the Scheme were at that time exercised; or

17.2.2 by a resolution at a meeting of Option Holders passed by not less than 75 per cent of the Option Holders who attend and vote either in person or by proxy, and for the purposes of this Rule 17.2 the Option Holders shall be treated as a separate class of share capital and the provisions of the Articles of Association of the Company relating to class meetings shall apply mutatis mutandis.

17.3 This Scheme may be terminated at any time by a resolution of the Board or of the Company in general meeting, but if not terminated before then shall terminate on 15 March 2025. On termination, no further Options shall be granted, but Options granted prior to such termination shall continue to be valid and exercisable in accordance with these Rules.

18. HMRC REQUESTS

18.1 The Company shall provide to HMRC (within such time limit as the HMRC directs) any information in relation to this Scheme or the grant of Options under it and an Option Holder shall:

18.1.1 promptly provide to the Company such information as it may reasonably request; and

18.1.2 consent to the Company providing such information concerning him to HMRC for the purpose of complying with such request from HMRC.

19. EMI

19.1 Except as described in this Rule, the Rules of this Scheme shall apply to EMI Options in exactly the same way as they apply to other Options.

19.2 No warranty, representation or undertaking of any nature is given to the holder of an EMI Option that the EMI Option is a qualifying option for the purposes of ITEPA 2003 or that a disqualifying event will not occur in relation to an EMI Option. Neither the Board, the Company nor any other person shall be liable to the Option Holder for any loss of whatsoever nature resulting from the failure for any reason of an Option granted as an EMI Option to meet the conditions of Schedule 5 to ITEPA 2003, whether such failure results from the inadvertent or deliberate act of the Board, the Company or any other person or for any other reason whatsoever.

20. GENERAL

20.1 Any notice or other communication under or in connection with this Scheme may be given in such manner as the Board determines to be appropriate. Items sent by post shall be sent by pre-paid first-class post and shall be deemed to have been received at 12 noon on the second business day after posting. This Rule 20.1 shall not apply to the service of any proceedings or other documents in any legal action.

20.2 The Company shall at all times ensure that the Board is authorised to satisfy all rights from time to time subsisting under Options granted pursuant to this Scheme, taking account of any other obligations of the Company to allot and issue unissued Shares.

20.3 The Board's decision on any matter relating to this Scheme including any disputes relating to an Option shall be final and binding.

20.4 The costs of introducing and administering this Scheme shall be borne by the

Company.

20.5 The Scheme shall be administered by the Board and the Board shall have power from time to time to make or vary regulations for the administration and operation of this Scheme provided that such regulations are not inconsistent with these Rules.

20.6 Notwithstanding Rule 20.5, or anything else to the contrary in these Rules, any matter to be determined in relation to an Option granted or to be granted to, or held by, the Company's chief executive officer or its other executive officers must be determined or recommended to the full board of the Company for determination either by:

20.6.1 independent directors constituting a majority of the board's independent directors in a vote in which only independent directors participate; or

20.6.2 a compensation committee comprised solely of independent directors.

This Rule 20.6 shall be interpreted in accordance with the NASDAQ Listing Rules, save that "independent director" shall mean a person who is both an independent director within the meaning of the NASDAQ Listing Rules and a non-employee director within the meaning of Rule16b-3 under the Securities Exchange Act of 1934 of the United States (the "Exchange Act").

20.7 Subject always to Rule 20.6, the Board may delegate its powers to such person or persons as it determines, and on such terms as it determines, provided that the Board may not delegate its power and authority to the Chief Executive Officer or other executive officer of the Company with regard to the selection for participation in this Plan of an officer, director or other person subject to Section 16 of the Exchange Act or decisions concerning the timing, pricing or amount of an Option granted to such an officer, director or other person.

20.8 The Company and any other Grantor shall not be obliged to provide Option Holders with copies of any materials sent to the holders of Shares.

20.9 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Scheme nor to any Option granted under it and no person other than the parties referred to in these Rules including, without prejudice to the generality of the foregoing, the relevant Option Holder's Employer and the parties to an Option shall have any rights under it nor shall it be enforceable under that Act by any person other than the parties to it.

20.10 No individual shall have any claim against any member of the Group arising out of his not being admitted to participation in the Scheme which is entirely within the discretion of the Board.

20.11 In the case of the partial exercise of an Option, the Board may call in or endorse or cancel and reissue as it thinks fit, any certificate for the balance of Shares over which the Option was granted.

20.12 Neither the Company nor any Grantor shall be obliged to notify any Option Holder if an Option is due to lapse.

21. GOVERNING LAW AND JURISDICTION

21.1 These Rules and all Options granted hereunder shall be governed by and

construed in accordance with English law.

21.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including a non-contractual dispute or claim) that arises out of or in connection with these Rules, the Scheme or its subject matter and any Option or its subject matter or formation.

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

PRIVATE & CONFIDENTIAL

AGREEMENT

BETWEEN:

ADAPTIMMUNE LIMITED (1)

and

UNIVERSAL CELLS, INC. (2)

RESEARCH COLLABORATION AND LICENCE AGREEMENT RELATING TO GENE EDITING AND HLA-ENGINEERING TECHNOLOGY

TABLE OF CONTENTS

This **RESEARCH COLLABORATION AND LICENCE AGREEMENT** (the **"Agreement"**) is made as of the 25th day of November 2015 (the **"Effective Date"**) by and between:

(1) **ADAPTIMMUNE LIMITED,** a company incorporated in England and Wales with its registered address at 101 Park Drive, Milton Park, Abingdon, Oxfordshire, OX14 4RY **("Adaptimmune")**;

and

(2) **UNIVERSAL CELLS, INC.,** a company incorporated in the State of Washington with its principal address at 720 Broadway, Seattle, WA 98122 ('**Universal**').

Background

(A) WHEREAS Universal has taken a licence from the University of Washington in relation to certain Intellectual Property Rights for Gene Editing Technology, HLA Engineering Technology and a cell line (defined further below) and has certain related know-how;

(B) WHEREAS Adaptimmune is a clinical-stage biopharmaceutical company focussed on immunotherapy products based on its T-cell receptor platform;

(C) WHEREAS Universal has experience and related know-how for the development of a 'universal' cell line;

(D) WHEREAS the parties wish to conduct certain collaborative development activities;

(E) WHEREAS Adaptimmune wishes to acquire exclusive rights to certain work product and intellectual property rights arising from collaborative development activities together with certain pre-existing intellectual property rights; and

(F) WHEREAS the parties have agreed to collaborate on the terms and conditions set out below.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Universal and Adaptimmune intending to be legally bound, agree as follows:

1. Definitions

Unless otherwise specifically provided herein, the following terms, when used with a capital letter at the beginning, shall have the following meanings:

1.1. "**AAV/HLA-engineering Licence**" means the Licence and Material Transfer Agreement between Universal and the University of Washington dated 27 June 2014 and attached as Schedule 5;

1.2. "**Adaptimmune Technology**" means the gene sequence provided by Adaptimmune encoding the affinity engineered TCR intended for expression in any transduced T-cell and the resulting amino-acid sequence transcribed from such gene sequence.

1.3. "**Affiliate**" means, with respect to a Person, any Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such first Person.

1.4. "**Anti-Corruption Laws**" means the US Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010 and any other Applicable Laws for the prevention of fraud, corruption, racketeering, money laundering or terrorism.

1.5. "**Applicable Law**" means the applicable laws, rules and regulations in the world, including any rules, regulations, guidelines or other requirements of the Governmental Authorities that may be in effect from time to time and in each case to the extent they apply to a party's performance of its obligations under this Agreement. Applicable Law shall include compliance with GMP.

1.6. "**Arising IP**" means any Intellectual Property Rights first conceived, first generated or reduced to practice (excluding any inventions first conceived outside of the performance of the Research Program) in the performance of the Research Program by or on behalf of either Party including performance by any contractors or sub-contractors or Affiliates of either Party.

1.7. "**Breaching Party**" has the meaning set forth in Section 15.3.

1.8. "**Business Day**" means a day other than Saturday or Sunday or a public holiday in the United States of America and England.

1.9. "**Change in Control**" means a transaction pursuant to which Third Parties (a) that did not have Control prior to the applicable transaction acquire (whether by merger, consolidation or transfer or issuance of capital stock or otherwise) the Control of such Person, or (b) acquire assets constituting all or substantially all of the assets of such Person or in the case of Universal, assets constituting all or substantially all of either the Universal Technology or rights under the Universal Patents; other than (i) the initial public offering of the common stock of a Person in a public market; or (ii) any sale or transfer of the capital stock owned or controlled by the majority stockholder or stockholders of a Person to trusts or comparable entities for the primary benefit of such stockholders or their family members or to the estate, heirs or devisees of any such stockholder in the event of his or her death; or (iii) any transaction in which a Person reincorporates in another jurisdiction or engages in other internal reorganization or changes in corporate structure but where there is no change in Control of such Person or change in ownership of any assets.

1.10. "**Commercially Reasonable Efforts**" means with respect to the research, development, manufacture or commercialisation of a Product, at least the same efforts and resources used by a biopharmaceutical company for similar products with similar commercial and scientific potential at a similar stage in their development or lifecycle

or in a similar therapeutic area taking into consideration their safety and efficacy, their cost to develop, the competitiveness of alternative products and the nature and extent of their market exclusivity (including Patent coverage and regulatory exclusivity), the likelihood of Regulatory Approval, and their expected profitability and level of pricing and reimbursement, including the amounts of marketing and promotional expenditures with respect to the Products and generic products. Commercially Reasonable Efforts shall be determined based on the world as a whole and without reference to specific markets or group of markets.

1.11. "**Competitor**" means any Person which Exploits products or therapies for immunotherapy and wherein such product or therapy incorporates a genetically engineered T-cell including where such Person is listed as a competitor or having a competitive offering in Adaptimmune's publicly available filings with the Securities Exchange Commission including its 20-F as filed at the Effective Date.

1.12. "**Complaining Party**" has the meaning set forth in Section 15.3.

1.13. "**Confidential Information**" means, subject to Section 11.3, any and all confidential data, results, know-how, plans, business information and other Information, whether oral or in writing or in any other form, disclosed before, on or after the date of this Agreement by one Party or its Affiliates to another Party or its Affiliates or sub-contractors, including the terms and existence of this Agreement.

1.14. "**Control**" means, with respect to any item of Information, Patent or Intellectual Property Right, possession of the right, whether directly or indirectly, and whether by ownership, license or otherwise, to assign, or grant a license, sublicense or other right to or under, such Information, Patent or Intellectual Property Right as provided for herein without violating the terms of any agreement or other arrangement with any Third Party and without owing any payment to a Third Party in relation to such assignment, grant, license, sublicense or other right. "Control" with respect to any Person and for the purposes of clauses 1.3 and 1.9 means (a) the power to direct the management or policies of a Person, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, resolution, regulation or otherwise; or (b) to own directly or indirectly 50% or more of the outstanding voting securities or other ownership interest of such Person. The terms "Controlled by" and "under common Control with" shall be interpreted accordingly.

1.15. "**Cover**" means, with respect to a particular Patent or patent application and with reference to a specific product, service or process, that the use, manufacture, sale, offer to sale, supply or import of such product, service or process would infringe a claim of such Patent or patent application.

1.16. "**Deliverable**" means any tangible deliverable provided to Adaptimmune by Universal during the course of the Research Program and specified as a Deliverable in such Research Program including for clarity any cell bank or cell line provided by Universal.

1.17. "**Development Milestone**" shall have the meaning provided in Section 6.2.

1.18. "**Disclosing Party**" has the meaning set forth in Section 11.1.

1.19. "**Effective Date**" has the meaning set forth in the preamble to this Agreement.

1.20. "**Elf Licence**" means the Non-exclusive License Agreement between Universal and the University of Washington dated 22 October 2014 and attached as Schedule 6.

1.21. "**EMA**" means the European Medicines Agency and its successors.

1.22. "**Exploit**" means to keep, make, have made, import, use, sell, or offer for sale, including to research, develop, register, modify, enhance, improve, manufacture, have manufactured, hold/keep (whether for disposal or otherwise), formulate, optimise, have used, export, transport, distribute, promote, market or have sold or otherwise dispose or offer to dispose of, a product or process. Exploiting shall be interpreted accordingly.

1.23. "**Exploitation**" means the act of Exploiting a product or process.

1.24. "**FDA**" means the United States Food and Drug Administration and any successor agency thereto.

1.25. "**Field**" means immunotherapy and wherein the administered product or therapy incorporates a form of T-cells including, but without limitation, genetically engineered T-cells or stem cell derived T-cells.

1.26. "**First Commercial Sale**" means the first sale for monetary value of a Product in any country after Regulatory Approval in such country. For the avoidance of doubt, sales prior to receipt of the required Regulatory Approval, on a country-by-country basis required to commence regular commercial sales, such as so-called "treatment IND sales", "named patient sales" and "compassionate use sales", shall not be construed as a First Commercial Sale.

1.27. "**First Multi-Indication Product**" means the first Product for which Adaptimmune applies for an IND in more than one Indication.

1.28. "**Gene Editing Technology**" means the recombinant adeno-associated virus (rAAV)-mediated genome editing technology for the introduction, removal and disruption of chromosomal genes (including associated processes) developed by Universal prior to the Effective Date of this Agreement or by Universal outside of the performance of this Agreement.

1.29. "**GMP**" means the principles and guidelines of good manufacturing practice in respect of medicinal products for human use and investigational medicinal products for human use.

1.30. "**Governmental Authority**" means any applicable supra-national, federal, national, regional, state, provincial or local regulatory agencies, departments, bureaus, commissions, councils or other government entities regulating or otherwise exercising authority with respect to the Exploitation of Products.

1.31. "**Government Official**" means any individual person employed by or acting on behalf of a government, government-controlled entity (including any government hospitals or academic institutions) or public international organization; any political party, party official or candidate; any individual person who holds or performs the duties of an appointment, office or position created by custom or convention; and any individual person who holds himself or herself out to be the authorized intermediary of any of the foregoing.

1.32. "**HLA Engineering Technology**" means the use of the Gene Editing Technology to disrupt or prevent expression of HLA class I and HLA class II via disruption to the B2M gene and RFXANK gene and to cause the expression of a single chain HLA-E protein via insertion of a gene into the B2M gene (including associated processes) and in each case as developed prior to the Effective Date of this Agreement by Universal or outside of the performance of this Agreement by Universal

1.33. "**IND**" means an investigational new drug application filed with the FDA for authorisation to commence human clinical trials in the U.S., and/or its equivalent in other countries or regulatory jurisdictions in the world.

1.34. "**Indication**" means a disease, treatment area or therapeutic indication in relation to which any Product has obtained Regulatory Approval.

1.35. "**Indemnified Party**" means a Party, its Affiliates or its or their respective directors, officers and employees, seeking to recover a Loss under Section 14.1, 14.2.

1.36. "**Indemnifying Party**" means Universal or Adaptimmune from whom recovery of a Loss is sought under Sections 14.1 or 14.2.

1.37. "**Indirect Taxes**" means value added taxes and sales taxes.

1.38. "**Information**" means all technical, scientific and other know-how and information, trade secrets, knowledge, technology, means, methods, processes, practices, formulae, instructions, skills, techniques, procedures, experiences, ideas, technical assistance, designs, drawings, assembly procedures, computer programs, apparatuses, specifications, data, results, laboratory notes and notebooks, and other material, including: high-throughput screening, gene expression, genomics, proteomics and other drug discovery and development technology; biological, chemical, pharmacological, toxicological, pharmaceutical, physical and analytical, pre-clinical, clinical, safety, manufacturing and quality control data and information, including study designs and protocols; assays and biological methodology; manufacturing and quality control procedures and data, including test procedures; and synthesis, purification and isolation techniques, (whether or not confidential, proprietary, patented or patentable) in written, electronic or any other form now known or hereafter developed, and any products, apparatuses, cultures, biological materials and other materials and compositions.

1.39. "**Infringement Suit**" has the meaning set forth in Section 10.3.

1.40. "**Intellectual Property Rights**" means trademarks, service marks, trade secrets, trade names, registered designs, design rights, copyrights (including rights in computer

software), domain names, database rights and any rights or property similar to any of the foregoing (excluding Patents) in any part of the world, whether registered or not, together with the right to apply for the registration of any such rights.

1.41. "**JSC**" shall have the meaning provided in Section 3.1.

1.42. "**Losses**" means any and all direct liabilities, damages, losses or expenses, including interest, penalties, and reasonable lawyers' fees and disbursements. In calculating Losses, the legal duty to mitigate on the part of the Party suffering the Loss shall be taken into account. "Loss" shall be construed accordingly.

1.43. "**Major Territory**" means the United States, Germany, China, Japan, France or the UK.

1.44. "**Manufacturing Price**" means the cost of manufacture and supply of any Product as accounted for by Adaptimmune in accordance with its internal accounting policies (consistently applied) and including the following:

a) cost of raw materials and intermediate materials including vector constructs;

b) third party manufacture (including associated manufacturing and quality services) and supply costs for manufacture, quality control, distribution, release testing, packaging and supply of vector and Product;

c) cost of any Third Party materials used in the manufacture or supply of product;

d) payments made to Third Parties under any licences or consents and specific to manufacture, sale or supply of the relevant product;

e) any taxes or charges payable (including customs charges or other charges) in relation to the shipping, import, export and supply of product or any intermediate materials or product required for manufacture of end product.

f) Cost of patient administration including associated clinical care and any pre-conditioning or pre-treatment regimen required by patients; and

g) Cost of any patient follow-up or other treatment occasioned as a result of treatment using product.

1.45. "**Materials**" means samples or other materials provided by a Party to another Party under this Agreement.

1.46. "**Material Anti-Corruption Law Violation**" means a violation of an Anti-Corruption Law relating to the subject matter of this Agreement which would if it were publically known have a material adverse effect on a Party or on the reputation of a Party because of its relationship with the other Party.

1.47. "**Mean Average Cost of Supply**" shall mean the mean average of the Manufacturing Price in the applicable twelve (12) month period.

1.48. "**Net Sales**" means the gross invoiced amount on sales of the Products by Adaptimmune and its Affiliates and their respective sublicensees to Third Parties after deduction of the following that are specific for Products:

a) normal and customary trade, quantity or prompt settlement discounts (including chargebacks and allowances) actually allowed and taken;

b) normal and customary amounts repaid or credited by reason of rejection, returns or recalls of goods, rebates or bona fide price reductions determined by Adaptimmune or its Affiliates and sublicensees in good faith;

c) normal and customary rebates and similar payments made with respect to sales paid for by any governmental or regulatory authority such as, by way of illustration and not in limitation of the Parties' rights hereunder, Federal or state Medicaid, Medicare or similar state program in the United States or equivalent governmental program in any other country;

d) any invoiced amounts which are not collected by Adaptimmune or its Affiliates or licensees and which are not recovered under an insurance policy and which are written off by Adaptimmune as part of its accounting processes;

e) excise taxes, Indirect Taxes, customs duties, customs levies and import fees imposed on the sale, importation, use or distribution of the Products; and

f) any other similar and customary deductions that are consistent with generally accepted accounting principles.

Net Sales shall be calculated using Adaptimmune's internal audited systems used to report such sales as adjusted for any of items (a) to (f) above not taken into account in such systems. All amounts shall be determined from the books and records of Adaptimmune and its Affiliates and sublicensees, maintained in accordance with IFRS (or equivalent system) and consistently applied.

Sales between Adaptimmune and its Affiliates will not be Net Sales unless the sale is to an end user (other than for the purposes of research, development and manufacture) and there is no onward sale or supply. The transfer of Products for sampling purposes without monetary consideration shall be disregarded for the purposes of calculating Net Sales. Any free of charge disposal or use of a Product for regulatory or marketing purposes such as compassionate use or indigent patient programs, will not be deemed a sale or disposition for calculating Net Sales.

1.49. "**Notice Period**" has the meaning set forth in Section 15.3.

1.50. "**Party**" means Universal or Adaptimmune and **"Parties"** means both of Universal and Adaptimmune.

1.51. "**Patents**" means (a) all national, regional and international patents and patent applications, including provisional patent applications, (b) all patent applications filed either from such patents, patent applications or provisional applications or from an

application claiming priority from either of these, including divisionals, continuations, continuations-in-part, provisionals, converted provisionals, and continued prosecution applications, (c) any and all patents that have issued or in the future issue from the foregoing patent applications ((a) and (b)), including utility models, petty patents and design patents and certificates of invention, (d) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications ((a), (b) and (c)), and (e) any similar rights, including so-called pipeline protection, or any importation, revalidation, confirmation or introduction patent or registration patent or patent of additions to any such foregoing patent applications and patents.

1.52. "**Payments**" shall mean the payments and royalties to be paid by Adaptimmune to Universal in accordance with Section 6 of this Agreement.

1.53. "**Person**" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other similar entity or organisation, including a government or political subdivision, department or agency of a government.

1.54. "**Phase**" means a phase of the Research Program as summarised in Schedule 1.

1.55. "**Product Milestone**" shall have the meaning given in Section 6.5.

1.56. "**Products**" means any pharmaceutical product, service or therapy that contains, incorporates or uses any Deliverable provided by Universal under the Research Program.

1.57. "**Receiving Party**" has the meaning set forth in Section 11.1.

1.58. "**Regulatory Approval**" means an approval for a Product from a Governmental Authority necessary for the sale of a Product.

1.59. "**Regulatory Documentation**" means all applications, registrations, licenses, authorisations and approvals, all correspondence submitted to or received from Governmental Authorities (including minutes and official contact reports relating to any communications with any Governmental Authority) and all supporting documents and all clinical studies and tests, in each case relating to any Products, and all data contained in any of the foregoing, including all investigational new drug applications, Regulatory Approvals, regulatory drug lists, advertising and promotion documents, adverse event files and complaint files.

1.60. "**Research Activities**" means all those tests, studies and other activities described in the Research Plan, as such plan may be amended in accordance with Section 2.4 .

1.61. "**Research Documentation**" means any and all documents, records, accounts, notes, reports and other data documenting Research Activities, whether in written, electronic, video or other form.

1.62. "**Research Plan**" means a detailed research plan, describing the Research Activities to be performed, timelines to be adhered to and setting out in more detail the roles and responsibilities of each Party in connection with the Research Program, as may be amended pursuant to Section 2.4. The Research Plan shall include the activities outlined in Schedule 1. The Research Plan shall contain success criteria to be achieved and Deliverables to be provided for each Phase.

1.63. "**Research Program**" means the collective set of Research Activities to be conducted by the Parties in accordance with the Research Plan.

1.64. "**Results**" means any ideas, inventions, discoveries, know-how, data, documentation, reports, materials, work product, writings, designs, computer software, processes, principles, methods, techniques and other information, recorded in any form, that are identified, invented, discovered, conceived or reduced to practice in the conduct of the Research Program.

1.65. "**Sublicenses**" shall mean the sublicenses executed between the Parties and in the agreed form set out in Schedules 2 and 3.

1.66. "**Sublicensed IP**" means the Intellectual Property Rights sub-licensed to Adaptimmune under the Sublicenses.

1.67. "**TCR**" means T-cell receptor.

1.68. "**Term**" has the meaning set forth in Section 15.1.

1.69. "**Third Party**" means any Person not including any of Universal or Adaptimmune or any of their respective Affiliates.

1.70. "**Third Party Claim**" has the meaning set forth in Section 14.1.

1.71. "**Trademark**" means any word, name, symbol, colour, designation or device or any combination thereof for use in the course of trade, including any domain name, trademark, trade dress, brand mark, trade name, brand name, logo or business symbol used by Adaptimmune and/or its Affiliates in connection with the Products.

1.72. "**Universal IP**" shall mean the Universal Know-How and Universal Patent(s).

1.73. "**Universal Know-How**" means all Information owned or Controlled by Universal at the Effective Date or during the term of this Agreement which may be necessary and/or useful for either (a) performance of the Research Program; or (b) use of any Work Product resulting from the Research Program.

1.74. "**Universal Material**" means Materials provided by Universal to Adaptimmune for use in the performance of the Research Program.

1.75. "**Universal Patent(s)**" means any Patents or other Intellectual Property Rights owned or Controlled by Universal at the Effective Date or during the term of this Agreement which may be necessary and/or useful for either (a) performance of the Research Program; or (b) use of any Results resulting from the Research Program. The Universal

Patents shall include those patents and patent applications listed in Schedule 4 ("**Universal Pre-existing Patents**").

1.76. "**Universal Technology**" means Universal's rights to Gene Editing Technology and HLA Engineering Technology existing prior to the Effective Date or first conceived or first generated or first reduced to practice outside of the performance of the Research Program together with any improvements or developments to such technology made by Universal in the course of the Research Program, in each case which is used or incorporated in the Research Program (including any process used for manufacture or development of any work product).

1.77. "**Valid Claim**" means a claim of an issued and unexpired patent or patent application within the Universal Patents or Universal Know-How (including any Arising IP solely owned by Universal but excluding other Arising IP) to the extent that such claim in any patent or patent application has not lapsed, been withdrawn or been disclaimed, denied or admitted to be invalid in any court of competent jurisdiction or patent office in a non-appealable judgment or otherwise rendered invalid or unenforceable through reissue, disclaimer or otherwise or otherwise been cancelled or abandoned or dedicated to the public.

2. Research Program

2.1. Research Plan. The Parties shall agree the Research Activities for each Phase of the Research Plan as outlined in Schedule 1. Within a period of sixty (60) days from the Effective Date, the JSC shall approve Phase 1 of the Research Plan. The parties shall collaborate in good faith to facilitate such approval. Remaining Phases of the Research Plan shall be agreed in writing between the parties and approved by the JSC within forty-five (45) days of Adaptimmune confirming in writing that either (a) the requirements for completion of the preceding Phase have been successfully met and Adaptimmune wishes to proceed to the next Phase; or (b) where the requirements for completion of any Phase have not successfully been met that it wishes to continue to the next Phase of the Research Plan. Adaptimmune shall provide written notice of its decision in relation to whether or not to start the next Phase of the Research Plan within (a) thirty (30) days following completion of the prior Phase where no characterisation or testing is required by Adaptimmune under the agreed delivery criteria; or (b) where any delivery criteria agreed for any deliverable require characterisation of such deliverable by Adaptimmune or performance of testing on any such deliverable, as soon as reasonably possible and in any event within ninety (90) days following completion of the prior Phase. If Adaptimmune notifies Universal that Adaptimmune does not wish to proceed to the next Phase, then either party may serve thirty (30) days written notice of termination and unless the parties agree otherwise such termination shall occur at the end of the relevant thirty (30) day notice period.

2.2. Research Activities. Adaptimmune and Universal shall collaboratively conduct the Research Activities in accordance with the Research Plan. Notwithstanding the foregoing, each Party shall be responsible for performance of any Research Activities allocated to it under the Research Plan.

2.3. Time for performance. Both Parties shall use commercially reasonable efforts to perform their Research Activities in accordance with any timescales set out in the

Research Plan. In addition Universal shall use commercially reasonable efforts to facilitate timely completion or performance of Research Activities where subcontracted to Third Parties and shall not prioritise the resourcing of other programs of work or research at Universal over the performance of the Research Program. Where any Research Activities are specified to be performed by Universal in the Research Plan and Universal is either unable to perform such Research Activities or alternatively is delayed in the start of performance of such Research Activities by over ninety (90) days, in addition to any other remedies available to it, Adaptimmune may ***

. If, after any such inability to perform, Universal is able to perform, then Universal shall have the right to resume carrying out such Research Activities save to the extent such Research Activities ***

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2.4. Research Plan amendments. The JSC shall review, revise as necessary and approve the initial Research Plan within forty five (45) days after the Effective Date. The Research Plan may only be amended through the JSC.

2.5. Conduct of Research Activities. Each Party shall diligently perform or cause to be performed its Research Activities in good scientific manner and in compliance in all material respects with all Applicable Laws, including good laboratory practice and good clinical practices to the extent applicable.

2.6. Laboratory Notebooks. Universal shall use all reasonable endeavours to procure that its employees and any of its Third Party subcontractors shall keep and securely retain laboratory notebooks recording all Results. Such laboratory notebooks should reflect the chronological events and be witnessed. No attempt shall be made to falsify, amend or otherwise change notebooks that would in any way distort or change such record. Universal shall make all relevant pages of laboratory notebooks available at reasonable times upon reasonable notice for review, analysis and use by or on behalf of Adaptimmune during the performance of the Research Program and for a period of 6 years after expiry or completion of the Research Program or earlier termination of this Agreement. If Adaptimmune requires access to the whole laboratory notebooks for any reason, including in relation to litigation, then Universal shall make such notebooks available and the Parties will agree reasonable steps to preserve the confidentiality of their contents and in particular in respect of any records or laboratory notebooks created prior to the Effective Date, preservation of any confidential information owned or Controlled by any Third Party.

2.7. Research Results. During the Term, Universal shall promptly provide Adaptimmune with a copy of any Results and all raw data and other information that it has obtained in the conduct of the Research Program, in sufficient written detail to permit Adaptimmune to analyze such Results and employ them in its own Research Activities, for Exploitation of any Product or associated research, development and clinical programs. Adaptimmune will also share the Results it obtains during the conduct of the Research Program as required for the performance of the Research Program and

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

otherwise by providing a project summary of its Research Activities to JSC meetings and Universal may request reasonable further clarification on the Results described in such project summary. Adaptimmune will own all Results excluding any Arising IP in such Results which shall be owned by the Parties in accordance with the provisions of Section 7 below; provided that Universal shall have the right to use and disclose the Results as subject to Section 11 below. In addition, in the event of the commencement of a bankruptcy proceeding by or against Universal under the U.S. Bankruptcy Code, and in the event this Agreement is rejected by or on behalf of Universal in such proceeding, notwithstanding the provisions of this Section and in addition to the provision of Section 15.7 below, Adaptimmune shall have the right, at its expense, to a complete duplicate of (or complete access to, as appropriate) all Results and Laboratory Notebooks in Universal's control reasonably necessary or useful for Adaptimmune to comply with its obligations under Applicable Law (including filing obligations in relation to any regulatory approvals required for any Product) to the extent not already in Adaptimmune's possession.

2.8. Electronic records. The Parties will share and provide access to Results and where practicable Deliverables through the use of a secure electronic system or facility. Adaptimmune shall be responsible for the set-up and maintenance of such system. The Parties will provide the Results and Deliverables in a format suitable for uploading into the relevant electronic system or facility. Universal will maintain any passwords or passcodes provided by Adaptimmune to facilitate access to electronic facility as Confidential Information of Adaptimmune and shall not provide such passwords or passcodes to Third Parties or to employees who do not require access to the electronic facility for the purposes of the performance of the Research Program.

2.9. Commercialisation Responsibilities. Adaptimmune shall be solely responsible for:

2.9.1 Following completion of the Research Program, the further development of Products and clinical trials in respect of them; and

2.9.2 formulating regulatory strategy and for preparing, filing, obtaining and maintaining Regulatory Documentation, and all Regulatory Approvals including, where applicable: (a) pricing or reimbursement approvals; (b) pre- and post-approval marketing authorisations (including any prerequisite manufacturing approval or authorisation related thereto); (c) labelling approvals; and (d) technical, medical and scientific licenses for Products. Adaptimmune shall be the holder of all Regulatory Approvals for Products and shall have responsibility for interactions with Governmental Authorities with respect to Products.

2.10. Debarment. Universal agrees to inform Adaptimmune in writing immediately if it or any Person who is performing services hereunder is debarred or is the subject of a conviction described in Section 306 of the United States Federal Food, Drug and Cosmetic Act, or if any action, suit, claim, investigation or legal or administrative proceeding is pending or, to Universal's or its Affiliates' knowledge, is threatened, relating to the debarment or conviction of Universal or any Person performing services hereunder on behalf of Universal.

2.11. Subcontracting. Universal will not subcontract any performance of its Research Activities or the Research Program to any Third Parties (including Third Party manufacturers, suppliers or research institutions) without the prior written consent of Adaptimmune, which consent shall not be unreasonably withheld, conditioned or delayed. Adaptimmune may require such Third Parties to agree specific terms relevant to such subcontracting prior to such subcontractor being approved by Adaptimmune. In particular, no facilities, resources or employees of *** or any other state funded organisation or Institution ("together "State Resources") will be used in the performance of any Research Activities without the explicit prior written consent of Adaptimmune, except with respect to any fee-based services provided by the *** that are identified in the Research Plan and agreed to by Adaptimmune. Universal confirms and represents that any use of fee-based services from the *** in the performance of the Research Plan do not require the assignment or licensing of any Intellectual Property Rights first conceived in the performance of the Research Plan to the *** . Where such State Resources are agreed by Adaptimmune to be used, Adaptimmune reserves the right to negotiate any required agreement for the use of such State Resources directly with the relevant Third Party. Universal and Adaptimmune will cooperate and work together to agree any subcontracting terms with Third Parties, to the extent requested by Adaptimmune.

2.12. Third Party provision of Materials or Information. Where any part of the Research Program by Universal requires Universal to provide or facilitate access to any Third Party Information or Third Party Materials (including cell lines or cell materials or manufacturing services), such Third Parties shall be specified in the Research Plan and Adaptimmune shall be entitled, at its request, to be involved in discussions and negotiations with such Third Party. Any contractual obligations with such Third Party will be pre-approved by Adaptimmune and at Adaptimmune's request, Adaptimmune may take over the negotiation of such relationship with Third Party. Where Adaptimmune does take over such negotiations, Universal approval (such approval not to be unreasonably withheld) shall be required for any term or provision which would require Universal to perform any obligation or make any payment to such Third Party or otherwise incur any liability.

3. Management of Research Program

3.1. Formation of Joint Steering Committee. The Parties shall establish a "Joint Steering Committee" or "JSC" (the **"JSC"**) to oversee the Research Program. Each Party

shall initially appoint three (3) representatives of such Party or its Affiliates to the JSC. The JSC may change its size from time to time by mutual consent of its members, provided that the JSC shall consist at all times of an equal number of representatives of each of Universal and Adaptimmune. Each Party may replace its JSC representatives at any time upon written notice to the other Party or may delegate performance to an alternative representative by written notice to the other Party where any representative cannot attend meetings or is unable to vote. The JSC may invite non-members (including consultants and advisors of a Party who are under an obligation of confidentiality consistent with this Agreement), but with a maximum of three (3) per Party, to participate in the discussions and meetings of the JSC, provided that such participants shall have no voting authority at the JSC. The JSC shall have a chairperson

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who shall be selected by Adaptimmune. The role of the chairperson shall be to convene and preside at meetings of the JSC, to prepare and circulate agendas and to ensure the preparation of minutes, but shall have no additional powers or rights beyond those held by the other JSC representatives. Attendance of representatives of a Party at meetings (including any associated travel or accommodation costs) of the JSC shall be at the cost and expense of the relevant Party.

3.2. Meetings. The JSC shall meet every three calendar months during performance of the Research Program unless the Parties mutually agree in writing to a different frequency for such meetings or as reasonably necessary. Meetings may be held in person or by telephone as agreed by the JSC. The JSC shall cease following completion of the Research Program.

3.3. Specific Responsibilities of the JSC. The JSC shall be responsible for overseeing the activities of the Parties under the Research Program. In addition to its general responsibilities, the JSC shall in particular, without limitations:

(i) approve the Research Plan;

(ii) oversee the implementation of the Research Plan;

(iii) oversee the conduct of research according to the Research Plan;

(iv) decide on discontinuation of studies in the Research Plan;

(v) decide on possible additional studies in the Research Plan;

(vi) decide on possible amendment of scope of the Research Plan;

(vii) resolve possible non-scientific issues (e.g. logistics and financial) directly relating to the Research Plan;

(viii) facilitate the flow of Information between the Parties in relation to the Research Plan; and

(ix) perform such additional functions in relation to the Research Program as the Parties may jointly agree from time to time.

The JSC shall not have any authority to amend the terms of this Agreement or to amend the level of any Development Milestone or Product Milestone or to expand the Research Plan beyond the Field.

3.4. Decision-Making of JSC. The JSC shall act by consensus. The representatives from each of (a) Universal and (b) Adaptimmune, will have, collectively, one (1) vote. If the JSC cannot reach consensus on an issue that comes before the JSC, then the Parties shall refer such matter to the CEO of Adaptimmune and the CEO of Universal (collectively, "**the Senior Officers**"). The Senior Officers shall use reasonable efforts to resolve such issue within thirty (30) days of the issue being referred to them. In the event that the Senior Officers cannot reach agreement, Adaptimmune shall have the casting vote to resolve such issue save where such issue would result in any of the following: (a) an increase in capital commitment for Universal which is not reimbursed by Adaptimmune; or (b) a material increase in resource commitment or financial commitment by Universal which is not reimbursed by Adaptimmune. Adaptimmune shall not use its decision-making authority to unreasonably increase the scope of the Research Plan. Notwithstanding the foregoing, if there is a dispute as to whether a

particular Phase of the Research Plan has been achieved (including without limitation for purposes of a Development Milestone being due), then Adaptimmune will not have the decision-making right and the Parties shall submit the dispute to an independent, neutral expert (mutually agreed in good faith) with biopharmaceutical expertise to determine whether the Phase or Development Milestone has been achieved. The Parties shall be bound by any such expert determination in the absence of manifest fraud and the non-prevailing Party shall pay the reasonable costs of such expert.

3.5. Project Committee. Day to day management of the Research Plan shall be carried out by a project committee comprised of at least one (1) project manager from each party. The Project Committee is a non-voting committee intended to facilitate collaboration between the parties and to manage performance of the Research Plan as against timescales set out in the Research Plan. The Project Committee shall meet on a regular basis at least monthly or as often as necessary to ensure management of the Research Program.

3.6. Other Sub-committees. Other sub-committees may be set up by the Parties from time to time during the Term in order to facilitate any particular Research Activities. The composition and scope of such sub-committees will be agreed by the JSC.

4. Reports and Audits relating to the Research Program

4.1. Recordkeeping. Universal shall prepare and maintain complete, current, accurate, organized and legible records of all Research Documentation in a manner reasonably acceptable to Adaptimmune as necessary for patent and regulatory purposes and in full compliance with applicable UK and US law. All laboratory notebooks recording the Research Activities shall be dedicated to the Research Activities and not include any other research. Universal shall retain all Research Documentation and store such research Documentation securely for at least *** years from completion of such Research Documentation. Universal shall make all Research Documentation available at reasonable times upon reasonable notice for review by Adaptimmune, providing that such review shall be no more often than once per year. To the extent Adaptimmune requires access to the Research Documentation after termination of this Agreement in order to comply with its obligations under Applicable Law, such access right shall continue to apply after termination of this Agreement. In other cases the right of access shall cease on termination of this Agreement. Universal shall notify Adaptimmune prior to any destruction of any Research Documentation and afford Adaptimmune the opportunity to take over storage of such Research Documentation.

4.2. Audits. To the extent required for Adaptimmune to satisfy its obligations under Applicable Law, Adaptimmune may audit Universal, no more than once in any calendar year, for compliance with Applicable laws. Adaptimmune shall provide at least 20 Business Days' notice of such requirement to audit. Universal will enable Adaptimmune or its designated Third Party inspector to carry out such audit including making all Research Documentation available, providing access to facilities used in the performance of the Research Program and providing access to relevant personnel in each case to the extent necessary for Adaptimmune to satisfy its obligations under Applicable Law. Universal will procure similar rights of access and audit from any Third Party sub-contractors it uses in the performance of the Research Program. To the extent Adaptimmune requires any audit after termination of this Agreement in order to

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comply with its obligations under Applicable Law, such audit right shall continue to apply after termination of this Agreement. In other cases the right of audit shall cease on termination of this Agreement.

4.3. Governmental Authority inspection. Universal will also permit any Governmental Authority to inspect its facilities and processes to the extent such Governmental Authority requires such inspection in relation to the performance of the Research Program or later supply and manufacture of Product by Adaptimmune. Universal will notify Adaptimmune if it receives any request for inspection by any Governmental Authority and provide Adaptimmune the opportunity to attend such inspection to the extent reasonable possible and in each case to the extent relevant to the Research Program or facilities used in the performance of the Research Program by Universal.

4.4. Non-conformance. Should any inspection (whether under Section 4.2 or 4.3) identify any non-conformance with Applicable Laws or other requirement, Universal shall promptly correct such non-conformance and shall keep Adaptimmune informed of the progress of such correction. Adaptimmune may carry out further inspections to assess the progress of such correction and to verify that any non-conformance has been corrected.

5. Grant of Rights

5.1. Licence Grants to Adaptimmune. Universal hereby grants to Adaptimmune an exclusive, sub-licenseable, worldwide right and licence in the Field, with the right to grant sublicences, under the Universal Patents (excluding the Sublicensed IP) and Universal Know-how to use, sell, supply, manufacture (including to have manufactured), import, research, develop (including to have developed) and distribute (through multiple distribution levels) the Products. For clarity, the foregoing license does not transfer any ownership of the Universal Patents, Universal Materials and Universal Know-how to Adaptimmune.

5.2. Diligence Obligations. Other than as provided under the Research Plan or explicitly otherwise provided in this Agreement, Adaptimmune shall be solely responsible for the Exploitation of the Products in its sole discretion. Adaptimmune shall use Commercially Reasonable Efforts to further develop and to seek Regulatory Approval and to commercialise at least one Product. Save as explicitly provided in this Section, Universal acknowledges and agrees that nothing in this Section 5.2 is intended, or shall be construed, to require Adaptimmune to Exploit a specific Product providing that if Adaptimmune decides to discontinue the development of one Product in favour of another Product its obligations under Section 5.2 shall cease with respect to such discontinued Product in favour of such other Product. Save as provided in Section 5.2, Adaptimmune shall have no other obligation, express or implied, to Exploit the Products. Notwithstanding the foregoing, if Adaptimmune (a) makes any decision to cease working on the development or Exploitation of any Product; or (b) has no good faith intent to further develop or Exploit any Product and ceases actively working on the development or Exploitation of any Product for a period of *** (***) consecutive ***, then upon written notice Universal shall have the right to terminate this Agreement.

5.3. Limitation on Adaptimmune diligence obligations. Universal acknowledges that Adaptimmune is in the business of developing, manufacturing and selling

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pharmaceutical products and nothing in this Agreement shall be construed as restricting such business or imposing on Adaptimmune a duty to market and/or sell and exploit the Products to the exclusion of, or in preference to, any other product or process, or in any way other than in accordance with its normal commercial practices and those of its Affiliates.

5.4. Sublicences. Adaptimmune and Universal agree to enter in to the Sublicenses, approved versions of which are attached in Schedules 2 and 3. Both Parties shall execute such Sublicenses on the Effective Date.

5.5. Licence Grant to Universal. Adaptimmune grants to Universal a non-exclusive, non-transferable licence in the Field, without the right to grant sublicenses, under its Intellectual Property Rights to the extent necessary for Universal to perform its obligations under the Research Program. The licence granted under this clause will terminate on completion of all Research Activities delegated to Universal under the Research Plan.

6. Consideration

6.1. Effective Date Payment. In partial consideration of the licenses and other rights granted by Universal to Adaptimmune herein and subject to the terms and conditions of this Agreement, Adaptimmune shall pay the sum of two and a half million US Dollars (US$2,500,000) to Universal within ten (10) Business Days of the Effective Date subject to receipt of an invoice from Universal.

6.2. Development Milestones. On achievement of the milestones set out below ("**Development Milestones**"), Adaptimmune shall pay the following payments to Universal, whether such milestones are first achieved by Universal or Adaptimmune:

(1) Approval of Phase 1 of the Research Plan by the JSC and completion of first project committee meeting:	US$3,000,000
(2) *** :	US$***
(3) *** :	US$***

(4) ***	US$***

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(5) ***	US$***
(6) ***	US$***
(7) ***	US$***

If any of the Development Milestones require a decision by the JSC or Adaptimmune, the JSC or Adaptimmune (as applicable) shall provide their decision within either (a) where any delivery criteria agreed for any deliverable require characterisation of such deliverable by Adaptimmune or performance of testing on any such deliverable, as soon as reasonably possible and in any event within ninety (90) days following applicable event first coming up for consideration; or (b) where no characterisation or testing is required, thirty (30) days after the applicable event first comes up for consideration. If the JSC or Adaptimmune (as applicable) does not decide to move to the next Phase or does not provide its approval or acceptance, then upon Universal providing thirty (30) days written notice and unless there is mutual agreement by the Parties otherwise this Agreement shall terminate. For the purposes of interpreting the Development Milestones above: "***

6.3. Modifications to Development Milestones. The Parties accept that the above milestones are based on the Research Program as outlined in Schedule 1 and reflect reimbursement of the anticipated development expenses undertaken by Universal. Where the scope of such Research Program materially changes or requires Universal to take on a materially higher resource or financial burden, the Parties shall negotiate adjustment to the above Development Milestones in good faith to reflect such increased scope, resource or financial burden.

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6.4. Adjustments to Development Milestones. Where any Research Activities are specified to be performed by Universal in the Research Plan and Universal is unable to perform such Research Activities or alternatively is delayed in the start of performance of such Research Activities and in accordance with Section 2.3 Adaptimmune takes over the performance of such Research Activities or appoints a Third Party to carry out such Research Activities, the Development Milestone will be reduced on a pro-rated basis to reflect the reduction in work activities being conducted by Universal. Where a Third Party is used by Adaptimmune to perform such Research Activities the reduction shall additionally cover the costs of such Third Party performing the Research Activities where greater than the pro-rated reduction in level of Development Milestone. Where no activities are performed by Universal under a Development Milestone as a result of an inability to perform by Universal, no Development Milestone shall become due and owing on achievement of such milestone by Adaptimmune.

6.5. Product Milestones. Adaptimmune shall pay the following product milestone payments on the first Product to achieve each of the following milestones ("**Product Milestones**"):

(1) ***	US$***
(2) ***	US$***
(3) ***	US$***

In this Section: (a) a "**Pre-Existing Adaptimmune Product**" shall mean a Product which comprises a sequence for a TCR and in relation to which Adaptimmune has previously received Regulatory Approval for a product comprising the same TCR sequence or a non-material variant of such TCR sequence; (b) a "**New Adaptimmune Product**" shall mean a Product comprising a sequence for a TCR and in relation to which Adaptimmune has not previously received Regulatory Approval or filed an IND (or foreign equivalent) for a product comprising the same TCR sequence or a non-material variant of such TCR sequence.

6.6. Notice. Adaptimmune shall give Universal written notice within twenty (20) Business Days of the first achievement of each milestone event set forth in Sections 6.2 (to the extent Universal is not already aware of achievement) and 6.5 above. After receiving such written notice, Universal shall submit an invoice to Adaptimmune

for the amount

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of such milestone payment, and Adaptimmune will pay Universal the applicable milestone payment within thirty (30) days after receipt of an invoice from Universal.

6.7. One-Time Payments. Each individual milestone payment (whether a Development Milestone or Product Milestone) is payable one time only regardless of the number of Products developed and/or commercialized and regardless of the number of times any of the applicable events occurs with respect to any Product. Where any milestone event is not achieved the relevant Product Milestone or Development Milestone shall not be due and owing.

6.8. No Additional Milestones. In addition and for the avoidance of doubt, Adaptimmune will not be obligated to make any other payments in respect of the above milestone events to Universal and/or Third Parties.

6.9. Profit Share. Following expiry of the first *** (***) *** period after First Commercial Sale of the First Multi-Indication Product by Adaptimmune its Affiliate or sublicensee, Adaptimmune will calculate the profit share due to Universal in relation to the commercialisation of such First Multi-Indication Product. The profit share for such *** (***) *** period, and each consecutive *** (***) *** period (each a "Profit Share ***") until expiration of the last Valid Claim, shall be calculated as follows:

***

***

***

The New Mean Average Cost of Supply shall be the *** over the *** of sale for the *** sold by Adaptimmune or its Affiliate or sublicensee, the first month starting on date of First Commercial Sale of such Product.

The Old Mean Average Cost of Supply shall be the *** for the product sold by Adaptimmune or its Affiliate or sublicensee *** as used in the *** as calculated using the *** immediately preceding date of First Commercial Sale of the First Multi-Indication Product. ***

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The Profit share due and payable shall be calculated in US dollars. Where any calculation of Mean Average Cost of Supply requires conversion from a currency other than US dollars, Adaptimmune shall carry out such conversion using Adaptimmune's customary and standard internal exchange rates. Where the Old Mean Average Cost of

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Supply is lower than the New Mean Average Cost of Supply, no profit share shall be payable.

If the Profit Share Amount is negative, then the First Multi-Indication Product shall be subject to the royalty under Section 6.12 and no further Profit Share shall be payable or owing from Adaptimmune.

6.10. Valid Patent limitation. The profit share payable in accordance with Section 6.9 above shall only be payable on Products which are Covered by a Valid Claim. Once the last Valid Claim to Cover the First Multi-Indication Product expires, any obligation to pay the profit share in relation to such Product shall cease. Except as set forth in the last paragraph of Section 6.9, for clarity no royalty shall be payable on the sale of a First Multi-Indication Product.

6.11. Profit Share report. Adaptimmune will deliver to Universal a report detailing the profit share due to Universal and calculated in accordance with Section 6.9 within sixty (60) calendar days of the expiry of each Profit Share *** . Adaptimmune will pay the relevant profit share to Universal following receipt of invoice from Universal and within 30 days of receipt of such invoice.

6.12. Royalties. In addition to the profit share payable under Section 6.9, on a country by country and Product by Product basis and for all Products other than the First Multi-Indication Product (unless subject to a royalty pursuant to the last paragraph of Section 6.9), Adaptimmune shall pay to Universal a royalty of *** % of Net Sales. Adaptimmune's obligation to pay royalty with respect to any Product shall commence upon the First Commercial Sale of a Product in a country and shall expire on the earlier of (i) the expiration of the last Valid Claim to Cover such Product; and (ii) the date that is *** (***) years from the First Commercial Sale of such Product in a country ("**Royalty Term**"). On expiration of the Royalty Term in relation to any Product, no further royalties shall be due or payable in relation to the sale of such Product.

6.13. Currency Conversion for Net Sales. With respect to sales of Product in US dollars, the Net Sales shall be expressed in US dollars. With respect to sales of Products in a currency other than US dollars, the Net Sales shall be reported in US dollars and converted using Adaptimmune's customary and standard internal exchange rates. The basis of any conversion shall be specified in the relevant Royalty Report.

6.14. Royalty Reports. Following First Commercial Sale of a Product other than the First Multi-Indication Product, Adaptimmune shall provide a report to Universal within sixty (60) days of each calendar quarter ("**Royalty Report**"), the first such report being due within sixty (60) days after expiry of the calendar quarter in which the First Commercial Sale of a Product (excluding the First Multi-Indication Product unless subject to a royalty pursuant to the last paragraph of Section 6.9) is made. The Royalty Report shall include (a) the total Net Sales for each Product worldwide; and (b) calculation of the royalty due to Universal under Section 6.12 above. On receipt of such Royalty Report, Universal will provide an invoice for the royalty and Adaptimmune shall pay such royalty within 30 days of receipt of invoice.

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6.15. Interest. Payments which are not made when due may bear interest as of the due date until the date the amount is effectively received on the account of Universal, at a rate of EURIBOR (12 months) plus ***% calculated on a weekly basis for every week that the payment is due but unpaid. Universal shall notify Adaptimmune prior to making any interest charge on any overdue payment, providing at least 5 Business Days prior notice.

6.16. Mode of Payment. All payments set forth in this Section 6 shall be remitted by wire transfer to the following bank account of Universal or such other account as Universal may designate in writing to Adaptimmune:

ACCOUNT HOLDER — Universal Cells, Inc

BANK ACCOUNT NUMBER: ***

BANK DETAILS: ***

SWIFT CODE: ***

ABA Routing code: ***

6.17. Currency. All payments required under this Section 6 shall be made in U.S. Dollars.

6.18. Taxes.

6.18.1 General. Universal alone shall be responsible for paying any and all taxes (other than withholding taxes required by Applicable Law to be paid by Adaptimmune) levied on account of, or measured in whole or in part by reference to, any Payments it receives. Adaptimmune shall deduct or withhold from the Payments any taxes that it is required by Applicable Law to deduct or withhold and shall reasonably assist Universal in obtaining any such deductions.

6.18.2 Indirect Taxes. All amounts payable by Adaptimmune under this Agreement are stated exclusive of any Indirect Taxes, which Universal may be obliged to charge. If any Indirect Taxes are chargeable in respect of any Payments, Adaptimmune shall pay such Indirect Taxes at the applicable rate in respect of such Payments following receipt, where applicable, of an Indirect Taxes invoice in the appropriate form issued by Universal in respect of those Payments. The Parties shall issue invoices for all amounts payable under this Agreement consistent with Indirect Tax requirements and irrespective of whether the sums may be netted for settlement purposes. If such amounts of Indirect Taxes are refunded by the applicable Governmental Authority or other fiscal authority to Universal subsequent to payment, the Party receiving such refund will transfer such amount to the paying Party within sixty (60) days of receipt. The Parties agree to reasonably cooperate to provide any information required by the Party pursuing a refund of Indirect Taxes paid.

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6.19. Operating Licences. Each Party is solely responsible for payment required under any operating licences or permits including any required to perform its Research Activities in accordance with Applicable Laws.

6.20. Records. Adaptimmune shall keep and maintain records of its sales of Products in sufficient detail to enable Universal to verify the accuracy of Payments due from Adaptimmune and pursuant to an inspection under Section 6.21. Adaptimmune shall keep such records for a period of five (5) years from the end of the calendar year in which the relevant Product sales were made.

6.21. Inspections. Universal shall be entitled to appoint an independent third party qualified accountant or a person possessing similar professional status and associated with an independent accounting firm acceptable to the Parties to verify the level of Net Sales accounted for by Adaptimmune in accordance with Section 6.12 and the basis for the calculation of profit share in accordance with Section 6.9. Adaptimmune shall make its records available as set forth in this Section. The accounting firm shall enter into appropriate obligations with Adaptimmune to treat all information it receives during its inspection in confidence. Such audit right shall apply no more than once in any calendar year and shall only relate to the previous three (3) calendar year's records (to the extent not previously audited by Universal). The independent third party shall only be entitled to report to Universal as to whether or not the Net Sales of any Product or the calculation of Profit Share are materially accurate. Where any inspection identifies any shortfall in the Payments required to Universal, Adaptimmune shall make up such shortfall within 30 days of receiving notice of such shortfall. Where any inspection identifies an overpayment in the Payments required to Universal, Adaptimmune shall be entitled to deduct the amount of such overpayment from the next Payment or Payments made to Universal. Universal shall pay the cost of any inspection unless such inspection identifies a shortfall in payments in the preceding calendar year in excess of five (5) percent in which case Adaptimmune shall pay the reasonable costs of the Third Party carrying out such inspection.

6.22. Investment. In addition to the above Payments, Universal shall provide Adaptimmune with the right to participate in the next two (2) Qualified Equity Investment Events that occur after the date hereof, on the following terms:

6.22.1 If Universal proposes to conduct a Qualified Equity Investment Event, then it will provide Adaptimmune with as much notice as reasonably possible and in any event at least twenty (20) Business Days prior written notice of the estimated initial closing of such Qualified Equity Investment Event (a "**Financing Notice**"), which Financing Notice will also describe the principal terms of the Qualified Equity Investment Event.

6.22.2 If Adaptimmune wishes to participate in such Qualified Equity Investment Event, it must notify Universal within ten Business Days after delivery of the Financing Notice, in which case:

6.22.2.1. Universal will allow Adaptimmune to participate in the initial closing of the Qualified Equity Investment Event;

6.22.2.2. Universal will permit Adaptimmune to review the initial closing, such stock purchase agreement, investors' rights agreement, co-sale agreement, voting agreement and/or other agreements as are entered into by the investors in the Qualified Equity Investment Event generally ("**Investment Documents**") and both Universal and Adaptimmune will negotiate in good faith and on a timely basis any changes required by

Adaptimmune to such Investment Documents; and

6.22.2.3. Adaptimmune will execute and deliver to Universal at the initial closing, theagreed Investment Documents.

"**Qualified Equity Investment Events**" means a transaction or series of related transactions, conducted primarily for the purpose of raising additional working capital, in which Universal sells shares of its preferred stock to new or existing investors, other than to a Universal licensee or collaborator in connection with the grant of a license or entering into a collaboration.

Adaptimmune's rights and Universal's obligations under this Section 6.22 shall terminate on the earliest to occur of (a) the initial closing of the second Qualified Equity Investment Event occurring after the date of this Agreement, (ii) a Change of Control of Universal, or (iii) an initial public offering of Universal's common stock pursuant to a registration statement under the Securities Act of 1933, as amended.

Adaptimmune's agreement to participate in any such financing or investment shall be entirely at its discretion. The exact level of any contribution or financing shall be agreed as part of any financing round.

7. Ownership of Intellectual Property

7.1. Background Intellectual Property. Nothing in this Agreement will affect the ownership of any Intellectual Property Rights and Patents Controlled by either Party prior to the Effective Date of this Agreement or arising outside of the performance of this Agreement or the Research Program.

7.2. Ownership of Arising IP. Any Intellectual Property Rights arising from the performance of the Research Program shall be owned as follows:

7.2.1 All Arising IP which relates solely to the differentiation of T-cells or to any process relating to such differentiation or which is specific to the Field shall be solely owned by Adaptimmune.

7.2.2 All Arising IP which is solely created or reduced to practice by Adaptimmune employees or employees of its Affiliates or by Third Parties on behalf of Adaptimmune or its Affiliates shall be solely owned by Adaptimmune.

7.2.3 Excluding any Arising IP which is owned by Adaptimmune in accordance with Clauses 7.2.1 and 7.2.2 above, any Arising IP which constitutes an improvement to or development of Gene Editing Technology or HLA Engineering Technology shall be solely owned by Universal.

7.2.4 Any Arising IP other than that owned in accordance with Clauses 7.2.1 — 7.2.3 shall be jointly owned by Universal and Adaptimmune in equal undivided shares.

7.3. Assignment. At the request of Adaptimmune, Universal shall and shall procure that any of its employees, agents and contractors shall do all acts and things (including making declarations, oaths and providing assistance in relation to the supply of information for any patent applications) and execute all documents that may be reasonably necessary under the laws of any country for ensuring that all rights in Arising IP owned by Adaptimmune under Clause 7.2.1 above are assigned to Adaptimmune together with the right to sue for past infringement and to recover damages. At the request of the other Party, each Party shall and shall procure that any of its employees, agents and contractors shall do all acts and things (including making declarations, oaths and providing assistance in relation to the supply of information for any patent applications) and execute all documents that may be reasonably necessary under the laws of any country for ensuring that all rights in Arising IP co-owned by it under Clause 7.2.4 are vested in it in accordance with clause 7.2.4. Universal shall ensure that it has in place with all Third Party subcontractors agreements assigning or requiring the assignment of any Arising IP to Universal sufficient to vest title to Arising IP in the relevant Party in accordance with Section 7.2 above. At the request of Universal, Adaptimmune shall and shall procure that any of its employees, agents and contractors shall do all acts and things (including making declarations, oaths and providing assistance in relation to the supply of information for any patent applications) and execute all documents that may be reasonably necessary under the laws of any country for ensuring that all rights in Arising IP owned by Universal under Clause 7.2.3 above are assigned to Universal together with the right to sue for past infringement and to recover damages. Adaptimmune shall ensure that it has in place with all Third Party subcontractors, agreements assigning or requiring the assignment of any Arising IP to Adaptimmune sufficient to vest title to Arising IP in the relevant Party in accordance with Section 7.2 above.

7.4. Jointly-owned IP. To the extent that any Arising IP is jointly owned by the Parties under Clause 7.2.4, then save as provided under Section 7.1, both Parties shall be entitled to use such jointly owned Arising IP without restriction. Neither Party shall be entitled to assign its interest in such jointly owned Arising IP without the consent of the other Party save that either Party shall be entitled to assign its interest to an Affiliate or to an assignee to this Agreement (in accordance with Section 17). Both Parties shall be entitled to sub-license their interest in such jointly owned Arising IP without the requirement of consent from the other Party and in each case subject to the licences granted under Section 7.1.

7.5. Sublicensed IP. The Sublicensed IP will be licensed to Adaptimmune in accordance with the terms of the Sublicenses. Universal agrees that it shall notify Adaptimmune prior to any amendments to the terms of the AAC/HLA-engineering Licence or the Elf Licence. Such notification shall include the detail of the amendment proposed. Universal shall not agree any amendment that would adversely affect Adaptimmune's rights unless Adaptimmune provides its prior written consent to such amendment.

8. Prosecution and Maintenance of patents

8.1. Pre-existing Intellectual Property Rights. Nothing in this Agreement will affect the prosecution and maintenance of any Intellectual Property Rights and Patents Controlled by either Party prior to the Effective Date of this Agreement or arising outside of the performance of this Agreement or the Research Program unless explicitly otherwise provided.

8.2. Prosecution of Arising IP. Adaptimmune shall be entitled in its sole discretion to control and take decisions in relation to the filing, prosecution, maintenance and obtaining, (including carrying out any interferences, reissue proceedings and re-examinations), throughout the world of any patent application Covering any Arising IP solely or jointly owned by Adaptimmune and all Patents granted therefrom at its expense. Adaptimmune shall keep Universal reasonably informed through the JSC (to the extent still in existence or otherwise by notice in writing) of any filings of patent applications Covering any such Arising IP and the progress of such patent applications. Universal shall provide all necessary powers of attorney to Adaptimmune to allow Adaptimmune to carry out such prosecution and maintenance. Universal shall be entitled in its sole discretion to control and take decisions in relation to the filing, prosecution, maintenance and obtaining, (including carrying out any interferences, reissue proceedings and re-examinations), throughout the world of any patent application Covering any Arising IP solely owned by Universal and all Patents granted therefrom at its expense.

8.3. Support. Universal shall provide reasonable support in relation to Adaptimmune's prosecution and maintenance of any patent applications or Patents Covering the

Arising IP solely or jointly owned by Adaptimmune, subject to reimbursement of out of pocket expenses that Universal necessarily incurs in providing such support. Adaptimmune shall provide Universal with updates (at the JSC or on the occurrence of any material event in relation to any Patent) in relation to the progress of any patent application or Patent claiming any such Arising IP.

8.4. Election not to Prosecute. If, Adaptimmune or Universal (each a "**Prosecuting Party**") elects not to pursue or continue the filing, prosecution (including any interferences, reissue proceedings and re-examinations) or maintenance of any Patent Covering any Arising IP solely or jointly owned by Adaptimmune or Universal respectively in any Major Territory, the relevant Prosecuting Party shall so notify the other Party promptly in writing in sufficient time (usually 45 days but may be a shorter period depending on the notice given to Prosecuting Party by the relevant patent office) in advance to enable other Party to meet any deadlines by which an action must be taken to establish or preserve any such rights in such notified Patent. Upon receipt of any such notice from Prosecuting Party and to the extent possible under any Third Party agreement existing as at the Effective Date, the non-Prosecuting Party shall have the right, but not the obligation, to pursue the filing or registration, or support the continued prosecution (but excluding any interferences, reissue proceedings and re-examinations) or maintenance, of such notified Patent, at its expense in such country. The non-Prosecuting Party will keep the Prosecuting Party reasonably informed with regard to the current status of any Patent for which non-Prosecuting Party takes over responsibility for under this Section

8.4, including providing copies of any material correspondence with relevant patent offices.

8.5. CREATE Act. Notwithstanding anything to the contrary in this Section 8 no Party shall have the right to make an election under the Cooperative Research and Technology Enhancement Act of 2004, 35 U.S.C. 103(c)(2)-(c)(3) (the "CREATE Act") when exercising its rights under this Section 8 without the prior written consent of the other Party. With respect to any such permitted election, the Parties shall use reasonable efforts to cooperate and coordinate their activities with respect to any submissions, filings or other activities in support thereof. The Parties acknowledge and agree that this Agreement is a "joint research agreement" as defined in the CREATE Act.

9. Enforcement of Patents

9.1. Rights and Procedures. In the event that a Party is notified that a Third Party may be infringing any of the Arising IP, Universal Patents or Universal Know-How, such Party shall promptly notify the other Party in writing, identifying the alleged infringer (to the extent not in breach of any Third Party obligation of confidence) and the alleged infringement complained of and furnishing the information of which it has been notified.

(a) In relation to any infringement or alleged infringement of any Universal IP and subject to Section 9.3, and where any alleged infringement occurs within the Field or relates to a Third Party which is in the process of development and/or Exploiting products or therapies within the Field, Adaptimmune may, in its sole discretion and in its own name but after notifying Universal, through counsel of its choosing, take any measures it deems appropriate to stop such infringing activities by such Third Party in any part of the Territory. Where Adaptimmune wishes to grant any Third Party a license under the Universal IP in the context of any infringement or alleged infringement of any Universal IP, Adaptimmune and Universal will use good faith efforts to agree the terms of such Third Party license, in each case to the extent permitted by any Third Party agreement. Any such license will require the prior written consent of Universal. Should Adaptimmune determine that it does not wish to enforce or to take any steps to enforce any Universal IP against a Third Party under this Clause 9.1(b) in any Major Territory, it shall notify Universal in writing ninety (90) days after first notice of the infringement. Universal shall then have the option to in its sole discretion and in its own name, through counsel of its choosing, take any measures it deems appropriate to stop such infringing activities in the relevant Major Territory by such Third Party, save that it shall have no right to grant any licenses under the Universal IP within the Field without Adaptimmune's prior written consent.

(b) Save as provided in Clauses 9.1(a) and (b) above and subject to Section 9.3 below, in relation to any other infringement or alleged infringement of the Universal IP, Universal may, in its sole discretion and in its own name, through counsel of its choosing, take any measures it deems appropriate to stop such infringing activities by such Third Party in any part of the Territory or to grant to the infringing Third Party adequate rights and licenses necessary for continuing such activities. Any licences granted to any Third Party shall not restrict or conflict with the licences and rights granted to Adaptimmune under this Agreement.

(c) Upon reasonable request by the enforcing Party and at the enforcing Party's cost and expense, the other Party shall provide all reasonable information and assistance, including allowing access to files and documents and to personnel who may have possession of relevant information and, if necessary for prosecution of any legal action, joining in the legal action.

9.2. Recovery. Any amounts recovered by an enforcing Party pursuant to Sections 9.1(a) or (b) (expressly excluding subclause (c)), whether by settlement or judgment, shall be shared as follows: the enforcing Party shall first reimburse its costs and expenses for the infringement action and retain *** percent (***%) of the remainder and provide the non-enforcing Party with the remaining *** percent (***%) of the remainder.

9.3. Enforcement of Sublicensed IP. Any enforcement of any Sublicensed IP shall be subject to the terms of the Sublicenses.

10. Potential Third Party Actions

10.1. Third Party Licenses. If, in the opinion of Adaptimmune, the Exploitation of the Products by Adaptimmune, its Affiliates or any of their licensees infringes or misappropriates any Patent or any Intellectual Property Right of a Third Party in any country, then, Adaptimmune shall have the right, but not the obligation to negotiate and obtain a license from such Third Party as necessary for Adaptimmune and its Affiliates and licensees to Exploit the Products in such country. Adaptimmune will be responsible for the performance of any license agreement it executes with such Third Party. Adaptimmune understands and accepts that it shall be responsible for negotiation of any agreements with Third Parties required for the commercial use of any Third Party cell lines or cell banks required for commercial manufacture and sale of Product (excluding any use for research and development or clinical trials).

10.2. Invalidity or Unenforceability Defences or Actions.

10.2.1 In the event that a Third Party asserts, as a defence or as a counterclaim in any infringement action, that any Universal Patent (excluding any Arising IP) or any Arising IP solely owned by Universal is invalid or unenforceable, then Universal shall have the right, but not the obligation, through counsel of its choosing to respond to such defence or defend against such counterclaim (as applicable), including the right to settle or otherwise compromise such claim.

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10.2.2 Similarly, if a Third Party asserts, in a declaratory judgment action or similar action or claim filed by such Third Party, that any Patent within the Arising IP solely or jointly owned by Adaptimmune is invalid or unenforceable, then Adaptimmune shall have the right, but not the obligation, through counsel of its choosing to defend against such action or claim.

10.3. Third Party Litigation. In the event of any actual or threatened suit against Adaptimmune or Universal alleging that the Exploitation of Products by or on behalf of Adaptimmune under this Agreement infringes the Patent or Intellectual Property Rights of any Person (an **"Infringement Suit"**), the Party first becoming aware of such Infringement Suit shall promptly give written notice to the other Party. In relation to any Products, Adaptimmune shall have the right, but not the obligation, through counsel of its choosing, to assume direction and control of the defence of claims arising therefrom (including the right to settle such claims in its sole discretion).

10.4. Cooperation. Each Party will provide to the other Party all reasonable assistance requested by such Party in connection with any action, claim or suit under Section 10.2 or 10.3, including allowing such Party access to the other Party 's files and documents and to the other Party 's personnel who may have possession of relevant information. The requesting Party shall pay the other Party's reasonable out of pocket expenses in relation thereto. In particular the other Party will promptly make available to the requesting Party, all information in its possession or control that it is aware will assist such Party in responding to any such action, claim or suit under Section 10.2 or 10.3.

11. Confidentiality and Non-Disclosure

11.1. Confidentiality. At all times during the term of this Agreement and for a period of *** years following termination or expiration hereof, each Party (the "**Receiving Party**") shall, and shall cause its officers, directors, employees, agents, Affiliates and sub-licensees to, keep confidential and not publish or otherwise disclose and not use, directly or indirectly, for any purpose, any Confidential Information of the other Party (the "**Disclosing Party**"), except to the extent such disclosure or use is otherwise expressly permitted or licensed by the terms of this Agreement.

11.2. Permitted Disclosures. Each Party may disclose Confidential Information to the extent that such disclosure is:

11.2.1 made in response to a valid order of a court of competent jurisdiction or other competent authority; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and given the Disclosing Party a reasonable opportunity to quash any such order or obtain a protective order requiring that the Confidential Information and documents that are the subject of such order be held in confidence by such court or authority or, if disclosed, be used only for the purpose for which the order was issued; and provided further that if such order is not quashed or a protective order is not obtained, the Confidential Information disclosed in response to such court or governmental order shall be limited to that information that is legally required to be disclosed in response to such court or governmental order;

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11.2.2 made by Adaptimmune or its Affiliates or its licensees to a Governmental Authority as may be necessary or useful in connection with any filing, application or request for a Regulatory Approval and or pricing or reimbursement approval, pre- and post-approval marketing authorisations (including any prerequisite manufacturing approval or authorisation related thereto), labelling approval and technical, medical and scientific licenses; provided, however, that reasonable measures shall be taken to assure confidential treatment of such information, to the extent such protection is available;

11.2.3 made by a Party to a patent authority as may be necessary or useful for purposes of obtaining or enforcing a Patent (consistent with the terms and conditions of Section 8); provided, however, that reasonable measures shall be taken to assure confidential treatment of such information, to the extent such protection is available;

11.2.4 otherwise required by Applicable Law or by stock exchange or other financial authority requirement;

11.2.5 made by Adaptimmune or its Affiliates or its licensees to Third Parties as may be necessary or useful in connection with the Exploitation of Products, including subcontracting or sublicensing transactions in connection therewith and in each case subject to such Third Parties, where reasonably possible, agreeing confidentiality obligations substantially equivalent to those set out in this Agreement ; or

11.2.6 made by Universal or its Affiliates to actual or prospective investors or acquirers to the extent necessary for the purposes of such investment or acquisition and provided that in each such case investors or acquirers are subject to written obligations of confidentiality substantially equivalent to those set out in this Agreement.

Notwithstanding the foregoing, in the event that Adaptimmune or any of its Affiliates is required by Applicable Law or the requirements of a national securities exchange or another similar regulatory body to disclose this Agreement, in whole or in part, the Parties shall reasonably agree on a redacted version of this Agreement as necessary to protect the Confidential Information of Universal prior to making such disclosure.

11.3. Exclusions. Notwithstanding the foregoing, Confidential Information shall not include any information that:

11.3.1 is or hereafter becomes part of the public domain by public use, publication, general knowledge or the like through no wrongful act, fault or negligence on the part of the Receiving Party;

11.3.2 can be demonstrated by documentation or other competent proof to have been in the Receiving Party's or its Affiliates' possession prior to disclosure by the Disclosing Party;

11.3.3 is subsequently received by the Receiving Party or its Affiliates from a Third Party who is not bound by any obligation of confidentiality with respect to said information;

11.3.4 is generally made available to Third Parties by the Disclosing Party without restriction on disclosure; or

11.3.5 is independently developed by or for the Receiving Party or its Affiliates without reference to the Disclosing Party's Confidential Information.

Specific aspects or details of Confidential Information shall not be deemed to be within the public domain or in the possession of the Receiving Party merely because the Confidential Information is embraced by more general information in the public domain or in the possession of the Receiving Party. Further, any combination of Confidential Information shall not be considered in the public domain or in the possession of the Receiving Party merely because individual elements of such Confidential Information are in the public domain or in the possession of the Receiving Party unless the combination and its principles are in the public domain or in the possession of the Receiving Party.

11.4. Results. Universal and Adaptimmune shall each keep the Results confidential as if such Results were Confidential Information of the other Party, save:

11.4.1 To the extent such disclosure is permitted for Confidential Information under Section 11.2 above;

11.4.2 to the extent such Results need to be disclosed to Third Parties (i) in the case of Universal for the further development of the Universal Technology outside of the Field provided that if the Results to be disclosed would include information regarding the Field, then where reasonably possible subject to such Third Party agreeing to obligations of confidentiality substantially equivalent to those set out in this Agreement; and (ii) in the case of Adaptimmune for the further development and Exploitation of Products within the Field and where reasonably possible subject to such Third Party agreeing to obligations of confidentiality substantially equivalent to those set out in this Agreement;

11.4.3 to the extent such Results are published under Section 11.5;

11.4.4 to the extent the Results satisfy any of the exclusions under Section 11.3.

11.5. Publications and Presentations. The Parties acknowledge that scientific publications must be strictly monitored to prevent any adverse effect from premature publication of results of the research and development activities hereunder. Accordingly Universal shall not publish, present or otherwise disclose Confidential Information of Adaptimmune without the prior written consent of Adaptimmune which can be withheld in its absolute discretion. Where either Party wishes to publish any Results ("Publishing Party"), it shall provide the other Party with prior written notice of such, where reasonably possible such notice being provided at least 30 days prior to any deadline for

submission of such publication. The non-Publishing Party shall be entitled to review and comment on the publication and to request removal of any Results which it considers would (a) place it in breach or non-conformance with any Applicable Law or any requirement of any stock exchange rules or requirements; (b) would invalidate or prevent the filing of any patent application or the prosecution of any existing patent application; or (c) would materially affect its commercial interests, ongoing development programs or development of its products or programs. The Publishing Party shall incorporate any reasonable comments made by the non-Publishing Party and shall remove any Results which non-Publishing Party requests removed pursuant to this Section. In relation to any Results which are specific to the Field or which relate to any clinical trial which Adaptimmune is controlling or sponsoring, Adaptimmune shall be entitled to decline the publication of any such Results in its sole discretion. In relation to any Results which do not relate to the Field, Universal shall be entitled to decline the publication of any Results in its sole discretion.

11.6. Use of Name. Neither Party, nor its Affiliates shall mention or otherwise use the name, insignia, symbol, trademark, trade name or logotype of another Party or its Affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of such other Party. The restrictions imposed by this Section 11.5 shall not prohibit a Party from making any disclosure identifying another Party that is required by Applicable Law or the requirements of a national securities exchange or another similar regulatory body, provided that any such disclosure shall be governed by this Section 11. Further, the restrictions imposed on each Party under this Section 11.5 are not intended, and shall not be construed, to prohibit a Party from identifying the other Party in its internal business communications, provided that any Confidential Information in such communications remains subject to this Section 11.

11.7. Public Announcements. No public announcement concerning this Agreement, its subject matter or the transactions described herein shall be made, either directly or indirectly, by Adaptimmune or Universal or their respective Affiliates, except as may be legally required by Applicable Laws, regulations, judicial order, or required by stock exchange or quotation system rule without first obtaining the approval of the other Party and agreement upon the nature, text and timing of such announcement, which approval and agreement shall not be unreasonably withheld or delayed. The Party desiring to make any such voluntary public announcement shall provide the other Party with a written copy of the proposed announcement in reasonably sufficient time prior to public release to allow such other Party to comment upon such announcement, prior to public release. In the case of press releases or other public communications legally required, or required by stock exchange or quotation system rule, to be made, the Party making such press release or public announcement shall provide to the other Party a copy of the proposed press release or public announcement in written or electronic form upon such advance notice as is practicable under the circumstances for the purpose of allowing the notified Party to review and comment upon such press release or public announcement. Under such circumstances, the releasing Party shall not be obligated to delay making any such press release or public communication beyond the time when the same is required to be made in order to facilitate review and comment by the receiving Party.

12. Trademarks

12.1. Adaptimmune shall have the sole right to select the Trademarks for the marketing and sale of the Products; provided the Trademark is not a trade mark registered by Universal. Adaptimmune shall own such Trademarks and all Intellectual Property Rights and other rights and goodwill with respect thereto. Universal shall not, and shall not permit its Affiliates to, use any trademark that is the same as or confusingly similar to, misleading or deceptive with respect to or that dilutes any registered Trademark.

13. Representations, Warranties and Covenants

13.1. Universal represents and warrants to Adaptimmune as at the Effective Date that:

13.1.1 To its knowledge the University of Washington is the sole legal and beneficial owner of the Universal Pre-existing Patents and to its knowledge has obtained written assignments of all right, title and interest from the inventors named on the Universal Pre-existing Patents; ;

13.1.2 It is the sole and beneficial owner of any Universal Materials (excluding any intellectual property rights) or alternatively that it has the unencumbered right to provide any Universal Materials for use in the Research Program and in each case save as explicitly otherwise communicated in writing to Adaptimmune;

13.1.3 It will have in place binding legal agreements with all of its employees and sub-contractors which assign and require the assignment of any Arising IP created or reduced to practice by employees or consultants of Universal or sub-contractors acting on behalf of Universal, to Universal;

13.1.4 To its knowledge, the performance of the Research Plan will not infringe any Patent or other Intellectual Property Right or proprietary right of any Person.

13.1.5 It is not aware of any other individual who has made an inventive contribution to any of the inventions disclosed and claimed in the Universal Pre-Existing Patents other than those inventors named as inventors in the filing of such Universal Pre-Existing Patents.

13.1.6 The conception, development and reduction to practice of the Universal Know-How and Universal Patents has not, to Universal's knowledge, constituted or involved the misappropriation of trade secrets or other rights or property of any Person.

13.1.7 No claim or litigation has been brought or threatened as of the Effective Date by any Person alleging, and Universal is not aware of any possible claim, whether or not asserted, that Adaptimmune's use the Universal Patents and Universal Know-How would violate, infringe or otherwise conflict or interfere with any intellectual property or proprietary right of any Person.

13.1.8 Universal has not previously entered into any agreement, whether written or oral, with respect to, or otherwise assigned, transferred, licensed, conveyed or

otherwise encumbered its right, title or interest in or to the Universal Patents or Universal Know-How in the Field.

13.1.9 As of the Effective Date, and except with respect to amendments provided to Adaptimmune, no amendments have been agreed between Universal and the University of Washington to the terms of the Elf Licence or the AAV/HLA-engineering Licence.

13.1.10 Universal is not in breach of any of the terms of the AAV/HLA-engineering Licence or the Elf Licence, it has not received notice of any breach from the University of Washington and is not aware of any circumstances which would put it in breach of any term of the AAV/HLA-engineering Licence or the Elf Licence.

13.1.11 Universal has not entered into any agreement with any Third Party (whether oral or written) which would conflict with or restrict the rights and licences granted to Adaptimmune under this Agreement, save for the AAV/HLA-engineering Licence and the Elf Licence.

13.2. Each Party represents and warrants to the other Party that:

13.2.1 it has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

13.2.2 it has full legal power to grant the rights and licenses granted to the other under this Agreement; and

13.2.3 it has taken all necessary action on its part required to authorise the execution and delivery of this Agreement.

13.3. DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN IN THIS AGREEMENT NEITHER PARTY MAKES ANY REPRESENTATIONS OR GRANTS ANY WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR ANY WARRANTY AS TO THE VALIDITY OF ANY PATENTS OR THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

14. Indemnity and Limitation

14.1. Indemnification of Adaptimmune by Universal. In addition to any other remedy available to Adaptimmune, Universal shall indemnify, defend and hold harmless Adaptimmune, its Affiliates and their respective directors, officers and employees, from and against any and all Losses incurred by them to the extent resulting from or arising out of or in connection with any claims made or suits brought by a Third Party (collectively, **"Third Party Claims"**) against Adaptimmune, its Affiliates or their

respective directors, officers or employees that arise or result from (i) any claim that any use of the Universal Technology within the Field infringes the rights of any Third Party; or (ii) any claim that the use of the Universal Technology as part of or comprised within or used for the manufacture of any Product within the Field infringes the rights of any Third Party; or (iii) breach of any of the terms of this Agreement by Universal (or any Third Party acting on behalf of Universal); or (iv) breach of any Applicable Laws by Universal (or any Third Party acting on behalf of Universal) except for (x) any Loss for which Adaptimmune has an obligation to indemnify Universal and its Affiliates pursuant to Section 14.2 , as to which Loss each Party shall indemnify the other to the extent of their respective liability for such Loss; or (y) caused by the gross negligence or wilful misconduct of Adaptimmune or its Affiliates; or (z) any use of the Universal Technology by Adaptimmune outside of the Field or within the Field in a manner or form differently from that provided for use in or used in the performance of the Research Program.

14.2. Indemnification of Universal by Adaptimmune. In addition to any other remedy available to Universal, Adaptimmune shall indemnify, defend and hold harmless Universal, its Affiliates, and its and their respective directors, officers and employees, from and against any and all Losses incurred by them to the extent resulting from or arising out of or in connection with any Third Party Claims against Universal its Affiliates or its or their respective directors, officers or employees that arise or result from (i) any claim that use of the Adaptimmune Technology or any Adaptimmune Material by Universal in the performance of the Research Program infringes the rights of any Third Party; (ii) any breach of Applicable Laws by Adaptimmune or its Affiliates or (iii) the development or commercialization of any Product by Adaptimmune, its Affiliates or sublicensees, except for any Loss (x) for which Universal has an obligation to Indemnify Adaptimmune and its Affiliates pursuant to Section 14.1, as to which Loss each Party shall indemnify the other to the extent of their respective liability for such Loss or (y) caused by the gross negligence or wilful misconduct of Universal**.**

14.3. Indemnification Procedure. Should the Indemnified Party intend to claim indemnification hereunder from the Indemnifying Party the Indemnified Party shall promptly notify the Indemnifying Party in writing of any Losses in respect of which the Indemnified Party intends to claim such indemnification and the Indemnifying Party shall be entitled, but not obligated, to assume the defence of any Third Party Claim thereof with counsel selected by it. The Indemnified Party, including its Affiliates, directors, officers and employees, shall co-operate fully, at the Indemnifying Party's expense, with the Indemnifying Party and its legal representatives in the investigation and defence of any Third Party Claim covered by this indemnification. The indemnification shall not apply to amounts paid in settlement of any Third Party Claim if such settlement is effected without the consent of the Indemnifying Party which consent will not be unreasonably withheld.

14.4. LIMITATION ON DAMAGES. EXCEPT IN CIRCUMSTANCES OF GROSS NEGLIGENCE, DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF EITHER PARTY, OR FRAUD BY A PARTY OR ITS AFFILIATES, NO PARTY OR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES,

INCLUDING INDIRECT LOST PROFITS, WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE. EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER ANY INDEMNITY PROVIDED UNDER SECTION 14 OF THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF: (A) ***

; AND (B) ***

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14.5. Additional Limitation. Universal shall not be responsible for any Losses under the indemnity in Section 14.1 to the extent that any Third Party Claims (a) arise as a result of the commercial use of any cell line for which Adaptimmune has entered into an Agreement with a Third Party provider of such cell line for such commercial use; (b) arise as a result of any use by Adaptimmune of the Universal Technology outside of the scope of any licence agreement negotiated between Adaptimmune and the relevant Third Party or between Universal and the relevant Third Party (provided in the latter case Adaptimmune has reviewed and approved the terms of such Third Party license); or (c) relates to any part of the Product or part of the manufacturing process other than the Universal Technology.

14.6. Insurance. Each Party shall have and maintain such type and amounts of liability insurance covering its liabilities under this Agreement as is normal and customary in the industry generally. The requirement to maintain insurance under this clause shall not limit the liability of a Party under this Agreement.

15. Term and Termination of Agreement

15.1. Term. The term of this Agreement shall become effective as of the Effective Date and unless terminated earlier as provided herein (including pursuant to Sections 2.1 or 5.2 or 6.2) shall continue until the last to expire of any Patent or other Intellectual Property Rights within the Universal Patents (the "**Term**").

15.2. Termination by Adaptimmune. Adaptimmune shall have the right, in its sole discretion, to terminate this Agreement by giving thirty (30) days' prior written notice to Universal (a) for safety or scientific reasons; (b) if a Third Party Patent is identified which would Cover any Product and a licence or alternative development route is not commercially feasible in Adaptimmune's sole discretion; or (c) in the event it does not wish to proceed with the next Phase of the Research Plan, based on the outcome of any previous Phase.

15.3. Termination for Material Breach. If either Party is in material breach of the Agreement (a "**Breaching Party**"), in addition to any other right and remedy the other Party (the **"Complaining Party"**) may have, the Complaining Party may terminate this Agreement in its entirety by ninety (90) days prior written notice (the **"Notice Period"**) to the Breaching Party, specifying the breach and its claim of right to terminate, provided always that the termination shall not become effective at the end of the Notice Period if the Breaching Party cures the breach complained about during the Notice Period (or, if such default cannot be cured within such ninety (90) day period, if the

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Breaching Party commences actions to cure such default within the Notice Period and thereafter diligently continues such actions).

15.4. Termination for Insolvency. Either Party may (without limiting any other remedy it may have), terminate this Agreement with immediate effect if the other Party becomes insolvent, is unable to pay its debts, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of a solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other Party's assets, or if the other Party makes any arrangement with its creditors or ceases to carry on business or does or suffers any similar or analogous act existing under the laws of any country.

15.5. Consequences of Termination

15.5.1 Termination of Rights. In the event of termination or expiry of this Agreement and save as otherwise explicitly provided all rights and licences granted to Universal and to Adaptimmune under this Agreement shall terminate and each Party shall return all data, files, records and other materials in its possession or control containing or comprising the other Party's Information or other Confidential Information to which such first Party does not retain rights hereunder (except one copy of which may be retained by the returning Party's General Counsel or external law firm solely for archival purposes).

15.5.2 Licence of Adaptimmune Know How. On expiry of the Term but not termination, Universal shall grant Adaptimmune a non-exclusive, royalty free, fully paid up, perpetual, irrevocable, worldwide, assignable right and licence in the Field, with the right to grant sublicences through multiple tiers, under the Universal Know How to Exploit and further develop the Products.

15.5.3 Return of Materials. On termination but not expiry (a) each Party will return any Materials of the other Party to that other Party promptly on termination, and (b) Adaptimmune and its Affiliates and sublicensees shall cease all use of the Deliverables (to the extent such Deliverables cannot be used without a licence under any of Universal's Intellectual Property Rights).

15.5.4 Remedies. Early termination of this Agreement by a Party shall in no way affect or limit such Party's right to claim against any of Universal, or Adaptimmune for any damages arising out of the breach of this Agreement.

15.6. Change of Control. Universal shall notify Adaptimmune of any Change in Control of Universal in advance of such Change in Control where possible or in any event within five (5) Business Days following such Change in Control. If the Change in Control occurs prior to completion of the Research Program, then when Adaptimmune receives notice of such Change in Control, if the surviving entity (excluding any Competitor) does not also provide a written notice within five (5) Business Days of such Change of Control that the surviving entity will assume the obligations of Universal and complete the Research Program, then: (a) Adaptimmune will have the option to terminate this

Agreement immediately on written notice and the provisions of Section 15.5 above shall apply to such termination; or (b) Adaptimmune may elect by provision of notice in writing to Universal, in its sole discretion to perform additional parts of the Research Plan previously reserved to Universal. Where any Development Milestone was attributed to completion of such additional parts, such Development Milestone shall cease to be payable where Adaptimmune takes over performance of the relevant Research Activities. Where any part of the Research Plan or Phase of the Research Plan was part performed, following Adaptimmune taking over performance of such part or Phase of the Research Plan the Development Milestone for such part or Phase will be pro-rated accordingly based on the Research Activities performed prior to receipt by Universal of notification from Adaptimmune. Universal will cooperate with Adaptimmune to ensure that any handover of Materials and Information required for Adaptimmune to take over performance of Research Activities occurs promptly and Universal will make relevant personnel available to ensure a smooth transition in such Research Activities. In the event of a Change in Control and Adaptimmune electing to take over the Research Plan in accordance with Section 15.6 (b) or in the event of a Change in Control in favour of a Competitor the following shall apply:

15.6.1 The licences and rights granted by Adaptimmune to Universal shall immediately terminate save to the extent required to ensure a smooth transition of the Research Activities to Adaptimmune;

15.6.2 Any reporting obligations from Adaptimmune to Universal shall cease and save as necessary under Section 6 for the purposes of payment of the Development Milestones and Product Milestones, for the reporting and payment of Profit Share and Royalty. Adaptimmune shall be under no further obligation to continue to report on the progress of the Research Program or to share any results or development of any Deliverable or Product with Universal.

15.6.3 Universal shall immediately (a) provide to Adaptimmune all Results generated to date including any Deliverables (even if not in final form) or otherwise provide access to such Results and Deliverables (in the case of cell lines, cell banks or other cell based deliverables or materials); and (b) to the extent any Research Activities are provided by a Third Party, provide access to such Third Party and facilitate an ongoing relationship between such Third Party and Adaptimmune to enable Adaptimmune to complete the Research Program in its sole discretion.

15.6.4 The licence rights and access reports granted to Adaptimmune shall continue in full force and effect for the Term. The diligence obligations under Section 5.2 shall continue to apply but for clarity, Adaptimmune shall be under no obligation to provide any reports on progress or any detailed reports on Product sales, nature of Product, manufacturing process for Product or timelines for Exploitation of any Product.

15.6.5 The JSC shall immediately cease as shall any project or other sub-committees save where such committees are required to facilitate transition of the Research Activities to Adaptimmune.

15.6.6 Other terms of the Agreement shall remain in full force and effect.

Pending notice of Change in Control under this Clause 15.6 with a Competitor and termination or transfer of Research Program to Adaptimmune in accordance with this Clause 15.6, Universal will not permit the Third Party Competitor (or any of its employees) in respect of which the relevant Change in Control has occurred to have access to any Confidential Information of Adaptimmune (other than Confidential Information permitted to be provided in accordance with Section 10 above).

15.7. **Application of US Bankruptcy Code**. The Parties agree that the license rights granted under this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code and similar laws and regulations outside of the United States, licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code or such other laws and regulations. The Parties shall retain and may fully exercise all of their respective rights and elections under Section 365(n) of the Bankruptcy Code or similar laws and regulations outside of the United States. During the duration of the Research Program, Universal agrees to provide to Adaptimmune a copy of its audited accounts (or if not audited, its annual accounts or financial statements) within 30 days of finalisation, or alternatively the CEO of Universal will telephone the CEO of Adaptimmune within 30 days of annual accounts being finalised to discuss the contents of the annual accounts and in particular financial status of Universal.

15.8. Accrued Rights; Surviving Obligations.

15.8.1 Survival. The termination of this Agreement shall not relieve any of Universal or Adaptimmune from performing any obligations accrued prior to the date this Agreement terminates. Subject to the foregoing, each of Universal or Adaptimmune obligations under Section 1 (to the extent necessary for interpretation of other surviving Sections), Sections 2.6, 2.7, 4.1, 4.2, 7, 8, 11, 12, 13, 14, 15. 17, 18, 19, 20, 21 - 29 shall survive the termination or expiration of this Agreement.

16. Anti-Corruption Laws

16.1. Both Parties shall ensure that in connection with its obligations under this Agreement, they shall conduct their activities in a manner that is consistent with the Anti-Corruption Laws. Each Party further undertakes that none of its or its Affiliates' employees, directors or officers shall, directly or indirectly, engage in any activities that violate any Anti-Corruption Law (a) in order to influence official action of any Government Official, or (b) with the intention of or as a condition to inducing any person to carry out a duty or function improperly or to reach a favourable decision on an improper basis, in each case in connection with the activities contemplated under this Agreement.

16.2. Universal shall promptly provide Adaptimmune with written notice of (a) becoming aware of a Material Anti-Corruption Law Violation by it or any of its employees, directors or officers with respect to the subject matter of this Agreement, or (b) upon receiving a formal notification that it or any of its employees, directors or officers is the target of a formal investigation by any Governmental Authority for a Material Anti-Corruption Law Violation.

16.3. Universal acknowledges that its undertakings given in this Section 16 are material to Adaptimmune in entering into this Agreement. Notwithstanding any other provision of this Agreement, if Adaptimmune becomes aware of what it determines, acting reasonably, to be a breach of these undertakings, then Adaptimmune shall be entitled to terminate this Agreement in its entirety, and any other agreement among the Parties, on notice with immediate effect. Subject to the accrued rights of the Parties pursuant to termination, Adaptimmune shall have no liability to Universal for any fees, reimbursements or other compensation or for any loss, cost, claim or damage resulting, directly or indirectly, from such termination. At the sole discretion of Adaptimmune, any breach of a Universal obligation with respect to its obligation in this Section 16 may be cured (if capable of being cured) within a reasonable period of time after learning of such material breach or Material Anti-Corruption Law Violation.

17. Assignment

17.1. Neither Party may assign its rights or except as otherwise explicitly provided, delegate its obligations under this Agreement, whether by operation of law or otherwise, in whole or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that a Party shall always have the right, without such consent: (a) to perform any or all of its obligations and exercise any or all of its rights under this Agreement through any of its Affiliates

or licensees; and (b) assign any or all of its rights and delegate any or all of its obligations hereunder to any of its Affiliates or, subject to the terms of Section 15.6 to any successor in interest (whether by merger, acquisition, asset purchase or otherwise) to all or substantially all of the business to which this Agreement relates, provided that such Party shall provide written notice to the other Party within ninety (90) days after such assignment or delegation. All validly assigned rights of any of Universal or Adaptimmune shall inure to the benefit of and be enforceable by, and all validly delegated obligations of such party shall be binding on and be enforceable against, the permitted successors and assigns of such party. Any attempted assignment or delegation in violation of this Section 17 shall be void.

18. Severability

To the fullest extent permitted by Applicable Law, the Parties waive any provision of law that would render any provision in this Agreement invalid, illegal or unenforceable in any respect. If any provision of this Agreement is held to be invalid, illegal or unenforceable, in any respect, then such provision will be given no effect by any of the Parties and shall not form part of this Agreement. To the fullest extent permitted by Applicable Law and if the rights or obligations of any Party will not be materially and adversely affected, all other provisions of this Agreement shall remain in full force and effect, and each Party

shall use their best efforts to negotiate a provision in replacement of the provision held invalid, illegal or unenforceable that is consistent with Applicable Law and achieves, as nearly as possible, the original intention of each of the Parties.

19. Governing Law, Jurisdiction, Venue

19.1. Governing Law. This Agreement and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by and construed in accordance with the laws of England excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The Parties agree to exclude the application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods.

19.2. Arbitration. Save for any dispute relating to ownership of Intellectual Property Rights or validity of any Intellectual Property Rights which shall be dealt with by the appropriate court of competent jurisdiction, any dispute or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the rules of the International Chamber of Commerce which only are deemed incorporated into this Section 19.2. The place of arbitration shall be London, if the dispute is brought by Universal, and San Francisco, California if the dispute is brought by Adaptimmune. The language to be used in the arbitration procedures shall be English. The arbitration proceedings including any outcome shall be confidential. Nothing in this Section 19.2 will preclude any of the Parties from seeking equitable interim or provisional relief from a court of competent jurisdiction including a temporary restraining order, preliminary injunction or other interim equitable relief, concerning a dispute either prior to or during any arbitration if necessary to protect the interests of such party or to preserve the status quo pending the arbitration proceeding.

19.3. Number of Arbitrators. The number of arbitrators shall be three (3) of which Adaptimmune and Universal shall appoint one (1), the arbitrators so appointed will select the third and final arbitrator. The arbitrators shall have experience of pharmaceutical licensing disputes.

20. Dispute Resolution

20.1. If a dispute arises between the Parties relating to the existence, negotiation, validity, formation, interpretation, breach, performance or application of this Agreement, the Parties shall use the following non-binding procedure in good faith prior to any Party pursuing judicial remedies provided that this shall not prevent any Party pursuing interim remedies to protect their rights.

20.2. Each Party shall notify the other Party of the dispute in accordance with this Section 20. The Parties shall use good faith efforts to resolve such dispute within thirty (30) days after delivery of such notice, which good faith efforts shall include at least one in-person meeting between representatives of each Party having decision-making

authority. For Universal the representatives shall be the [insert] or their designee. For Adaptimmune the representative shall be the Chief Executive Officer. All discussions under this Section 20 are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

20.3. If Universal or Adaptimmune are unable to resolve the dispute in accordance with this Section 20, any Party may initiate arbitration in accordance with Section 19.

21. Notices

21.1. Notice Requirements. Any notice, request, demand, waiver, consent, approval or other communication permitted or required under this Agreement shall be in writing, shall refer specifically to this Agreement and shall be deemed given only if delivered by hand or sent by facsimile transmission (with transmission confirmed) or electronic mail, or by internationally recognised overnight delivery service that maintains records of delivery, addressed to the Parties at their respective addresses specified in Section 21.2 or to such other address as the Party to whom notice is to be given may have provided to the other Party in accordance with this Section 21. Such notice shall be deemed to have been given as of the date delivered by hand or transmitted by facsimile (with transmission confirmed) or electronic mail, or on the second Business Day (at the place of delivery) after deposit with an internationally recognised overnight delivery service. Any notice delivered by facsimile or electronic mail shall be confirmed by a hard copy delivered as soon as practicable thereafter. This Section 21 is not intended to govern the day-to-day business communications necessary between any parties in performing their obligations under the terms of this Agreement.

21.2. Address for Notice.

For :	Universal
Address:	Attn: Claudia Mitchell, CEO 720 Broadway Seattle, WA 98122 Email: ***
For:	Adaptimmune
Address:	as for registered office
Facsimile:	N/A
For the attention of:	COO and General Counsel

22. Relationship of the Parties

The status of any party under this Agreement shall be that of an independent contractor. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between any of the parties or, except as otherwise expressly provided in this Agreement, as granting any Party the authority to bind or contract any obligation in the name of or on the account of another party or to make any statements, representations, warranties or commitments on behalf of another Party. All persons employed by a Party shall be employees of such Party and not of another Party

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

and all costs and obligations incurred by reason of any such employment shall be for the account and expense of such party.

23. Entire Agreement

This Agreement together with the Sublicenses constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement. This Agreement together with the Sublicenses supersedes all prior agreements, whether written or oral, with respect to the subject matter of the Agreement. Each Party confirms that it is not relying on any statements, representations, misrepresentation, warranties or covenants of any person (whether a party to this Agreement or not) except as specifically set out in this Agreement or in the Sublicenses. Nothing in this Agreement is intended to limit or exclude any liability for fraud. All Schedules referred to in this Agreement are intended to be and are hereby specifically incorporated into and made a part of this Agreement. In the event of any inconsistency between any such Schedules and this Agreement, the terms of this Agreement shall govern save that in relation to any licence to the Sublicensed IP, to the extent there is any conflict between the provisions of this Agreement and the terms of such Sublicenses, the terms of the Sublicenses shall prevail.

24. English Language

This Agreement is written and executed in the English language. Any translation into any other language shall not be an official version of this Agreement and in the event of any conflict in interpretation between the English version and such translation, the English version shall prevail.

25. Amendment

Any amendment or modification of this Agreement must be in writing and signed by authorised representatives of each Party.

26. Waiver and Non-Exclusion of Remedies

Any failure of a Party to enforce, at any time or for any period of time, any provision of this Agreement, or to exercise any right or remedy shall not constitute a waiver of that provision, right or remedy or prevent such Party from enforcing any or all provisions of this Agreement and exercising any rights or remedies. To be effective any waiver must be in writing. The rights and remedies provided herein are cumulative and do not exclude any other right or remedy provided by law or otherwise available, except as expressly set forth herein.

27. Further Assurance

Each Party agrees to do and perform all such further acts and things and will execute and deliver such other agreements, certificates, instruments and documents necessary or that any other party may reasonably request in order to carry out the intent and accomplish the

purposes of this Agreement and to evidence, perfect or otherwise confirm its rights hereunder.

28. Expenses

Except as otherwise expressly provided in this Agreement, each Party shall pay the fees and expenses of its respective lawyers and other experts and all other expenses and costs incurred by such party incidental to the negotiation, preparation, execution and delivery of this Agreement.

29. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. An executed signature page of this Agreement delivered by facsimile transmission or by electronic mail in "portable document format" (".pdf") shall be as effective as an original executed signature page.

THIS AGREEMENT IS EXECUTED by the authorised representatives of the parties as of the date first written above.

SIGNED for and on behalf of **UNIVERSAL CELLS, INC.**	SIGNED for and on behalf of **ADAPTIMMUNE LIMITED**
/s/ Claudia Mitchell Signature	/s/ James Noble Signature
Name: Claudia Mitchell CEO	Name: James Noble
Title: Authorised Signatory	Title: CEO

RESEARCH PLAN FOR UNIVERSAL CELLS AND ADAPTIMMUNE

Background:

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Phase	Workstream(s) #	Summary
1	1, 2, 3	· *** . *** . ***
2	4,5	· *** . ***
3	6	· ***
4	7, 8	· *** . ***

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1. Define and evaluate ***

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1.1. Timeline:

All aspects done concurrently with completion within *** .

1.2. Milestone(s):

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2. Generate a ***

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2.1. Timeline:

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2.2. Milestone(s):

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3. Establish ***

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3.1. Timeline:

Total time taken approximately ***

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3.2. Milestone(s):

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4.1. Timeline:

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4.2. Milestone(s):

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5. Establish ***

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5.1. Timeline:

Finalize plan for creating *** within *** .

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5.2. Milestone(s):

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6. Establish protocol for ***

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6.1. Timeline:

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6.2. Milestone(s):

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7. * Creation**

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8. Pre-clinical / Clinical

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Milestones

#	Milestone	Trigger	Amount (US$)
1	Project Initiation	Approval of Phase 1 of the Research Plan by the JSC and completion of the first project committee meeting	3,000,000
2	***	***	***
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3	***	***	***
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*** Portions of this page have been omitted pursuant to a request for Confidential Treatment and filed separately with the Commission.

#	Milestone	Trigger	Amount (US$)
4	***	***	***
5	***	***	***
		.	
		***	
6	***	***	***
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7	***	***	***
8	***	***	***

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Example timeline:

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Schedule 2 — Sublicense under AAV/HLA-engineering Licence

PRIVATE & CONFIDENTIAL

AGREEMENT

BETWEEN:

ADAPTIMMUNE LIMITED (1)

and

UNIVERSAL CELLS, INC. (2)

HLA/AAV Sub-Licence

This **HLA/AAV Sublicence AGREEMENT** (the **"Sub-Licence"**) is made as of the 25th day of November 2015 (the **"Effective Date"**) by and between:

(1) **ADAPTIMMUNE LIMITED,** a company incorporated in England and Wales with its registered address at 101 Park Drive, Milton Park, Abingdon, Oxfordshire, OX14 4RY **("Adaptimmune")**;

and

(2) **UNIVERSAL CELLS, INC.**, a company incorporated in the State of Washington with principal office at 720 Broadway, Seattle, WA 98122 ('**Universal**").

Background

(A) WHEREAS Universal has taken a licence from the University of Washington in relation to certain Intellectual Property Rights for Gene Editing Technology, HLA Engineering Technology and a cell line (defined further below) and has certain related know-how (defined below as the AAV/HLA-Engineering Licence);

(B) WHEREAS Universal and Adaptimmune have entered into a Research and Collaboration Licence Agreement on or about the Effective Date which provides for entry into a sub-licence under the AAV/HLA-Engineering Licence; and

(C) WHEREAS the parties have agreed to a sublicence under the AAV/HLA-Engineering Licence on the terms and conditions set out below.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Universal and Adaptimmune intending to be legally bound, agree as follows:

1. Definitions.

For purposes of interpreting this Agreement, the following terms have the following meanings ascribed to them:

1.1. "**Confidential Information**" means any information or materials (biological, chemical, or otherwise) disclosed by University and not generally known to the public, including any information comprised of those materials, and including without limitation the inventions covered by the Licensed Patents and in each case provided under the AAV/HLA-Engineering Licence. Confidential Information does not include any information that:

1.1.1. is or becomes part of the public domain through no fault of receiving Party;

1.1.2. is known to receiving Party prior to the disclosure by the disclosing Party, as evidenced by documentation;

1.1.3. is publicly released as authorized under this Agreement by University, its employees or agents;

1.1.4. is subsequently obtained by a Party from a Third Party who is authorized to have such information; or

1.1.5. is independently developed by a Party without reliance on any portion of the Confidential Information received from the disclosing Party and without any breach of this Agreement as evidenced by documentation.

1.2. "**Event of Force Majeure**" means an unforeseeable act that wholly prevents a Party from performing one or more of its material duties under this Agreement and that is outside of the reasonable control of the Party. An Event of Force Majeure includes acts of war or of Nature, insurrection and riot, and labor strikes. An Event of Force Majeure does not mean a Party's inability to obtain a Third Party's consent to any act or omission.

1.3. "**Group 2 Scope**" means co-exclusive for the construction, sale and use of cell lines derived from Stem Cells using Group 2 Licensed Patents specifically for: i) in vitro discovery and development of pharmaceutical agents; ii) in vitro discovery, development and validation of diagnostic targets; and iii) in vitro development of engineered cell lines for bioproduction of pharmaceutical agents; exclusive for the development and use of therapeutic products where the construction or manufacture of the therapeutic product itself utilized Group 2 Licensed Patents and in each case within the Fields of Use.

1.4. "**AAV/HLA-engineering Licence**" means the Licence and Material Transfer Agreement between Universal and the University dated 27 June 2014 and attached as Schedule 5;

1.5. "**Product Family 1**" means Licensed Products that are vectors or cell lines for research and development purposes.**"Product Family 2"** means Licensed Products in a therapeutic.

1.6. "**Fields of Use**" means immunotherapy and wherein the administered product or therapy incorporates a form of T-cells including, but without limitation, genetically engineered T-cells or stem cell derived T-cells**.**

1.7. **"Licensed Materials**" means the materials provided by Universal to Company, which were originally provided by University under the AAV/HLA-engineering licence (including those listed in Exhibit B), and includes any Licensed Materials contained within materials derived by Adaptimmune or Universal under the Research and Collaboration Agreement from such Licensed Materials.

1.8. "**Licensed Patents**" means the patents and patent applications (including all provisional, nonprovisional, and PCT patent applications, and all national stage and foreign equivalents of the foregoing, accordingly) listed in Section A1 "Licensed Patents" of attached Exhibit A "Patent License Schedule", all divisionals and continuations of these patent applications, all patents issuing from these applications, divisionals, and continuations and any reissues, reexaminations and extensions of these patents including any foreign equivalents of

such listed patent applications and patents or patent applications claiming priority from such listed patent applications. Claims in continuations-in-part applications are included in Licensed Patents only to the extent such claims are supported by a patent or patent application set forth in Section A1 "Licensed Patents" of Exhibit A "Patent License Schedule" to benefit from the priority date of such patent or patent application and to the extent such claims are not encumbered by Third Party rights.

1.9. "**Licensed Product**" means "Products" as defined under the Research and Collaboration Agreement.

1.10. "**Research and Collaboration Agreement**" means the agreement between the parties of date on or around the Effective Date and entitled "**RESEARCH COLLABORATION AND LICENCE AGREEMENT RELATING TO GENE EDITING AND HLA-ENGINEERING TECHNOLOGY"**

1.11. "**Territory**" means worldwide.

1.12. "**Third Party**" means an individual or entity other than Adaptimmune and Universal.

1.13. "**Valid Claim**" means (i) a claim in an issued and unexpired patent included in the Licensed Patents that: (a) has not been held unenforceable, unpatentable or invalid by a decision of a court or other governmental agency of competent jurisdiction, and not subject to appeal, (b) has not been admitted to be invalid or unenforceable through reissue or disclaimer or otherwise, (c) has not been lost through an interference, re-examination, or reissue proceeding; or (ii) a pending claim of a pending patent application included in the Licensed Patents.

2. Term.

The term of this Sub-licence will commence on the Effective Date and, unless terminated earlier as provided in Article 8 "Termination", will expire on the date on which no Valid Claim in a Licensed Patent is pending or subsisting in any country in the Territory.

3. Grant of License.

3.1. Adaptimmune's Rights.

3.1.1. License Grant for Group 1 Licensed Patents. Subject to the terms and conditions of this Agreement, Universal hereby grants to Adaptimmune, and Adaptimmune hereby accepts, a non-exclusive sub-license under Universal's rights in Group 1 Licensed Patents to make, have made on Adaptimmune's behalf, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products in the Territory in the Field of Use.

3.1.2. License Grant for Group 2 Licensed Patents. Subject to the terms and conditions of this Agreement, Universal hereby grants to Adaptimmune, and Adaptimmune hereby accepts, a sub-license with scope restricted co-exclusivity and scope restricted exclusivity as defined in Group 2 Scope, under Universal's rights in Group 2 Licensed Patents to make, have made on Adaptimmune's behalf, use, offer to sell or sell, offer to lease or lease, import,

or otherwise offer to dispose or dispose of Licensed Products in the Territory in the Field of Use. Universal will not grant to any Third Party any sub-license under the Group 2 Licensed Patents for the use, offering to sell, sale, disposal or making of any products within the Field of Use.

3.1.3. License Grant for Group 3 Licensed Patents. Subject to the terms and conditions of this Agreement, Universal hereby grants to Adaptimmune, and Adaptimmune hereby accepts, an exclusive sub-license under Universal's rights in Group 3 Licensed Patents to make, have made on Adaptimmune's behalf, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products in the Territory in the Field of Use. Universal will not grant to any Third Party any sub-license under the Group 3 Licensed Patents for the use, offering to sell, sale, disposal or making of any products within the Field of Use.

3.1.4. License Grant for Licensed Materials. Subject to the terms and conditions of this Agreement, Universal hereby grants to Adaptimmune,and Adaptimmune

hereby accepts, a non-exclusive sub-license under Universal's rights in Licensed Materials to use the Licensed Materials in research and development activities related to the Licensed Products, and in the creation of Licensed Products. For avoidance of doubt, Adaptimmune is not granted the right to use Licensed Materials other than in the development of Licensed Product, or in the construction or manufacture of Licensed Product.

3.1.5. Sublicenses. Adaptimmune may sublicense its rights under this Sublicense to its Affiliates without any need for prior consent from Universal and provided that such Affiliates agree to substantially the same terms as contained in this Sub-licence and Adaptimmune remains responsible for the compliance and performance of such Affiliates with the terms of this Sub-licence.

3.1.6. Provision of Agreement to University. Adaptimmune agrees that a copy of this Agreement may be provided to the University as required by the terms of the AAV/HLA-engineering licence. Universal will use reasonable efforts to ensure that the University keeps the terms of this Agreement confidential.

3.1.7. The license granted in this Agreement is limited to the inventions that are expressly claimed in the Licensed Patents. No provision of this Agreement grants Adaptimmune, by implication, estoppel or otherwise, any rights other than the rights expressly granted it in this Agreement to the Licensed Patents, Licensed Materials, or to any other University-owned technology, materials, patent applications, or patents.

3.2. The United States Government's Rights. The inventions covered in the Licensed Patents arose, in whole or in part, from federally supported research and the federal government of the United States of America has certain rights in and to the Licensed Patents as those rights are described in Chapter 18, Title 35 of the United States Code and accounting regulations, including Part 401, Chapter 37 of the Code of Federal Regulation. The Parties' rights and obligations under this Agreement to any government-funded inventions, including the grant of sub-license set forth in Subsection 3.1.1, are subject to the applicable terms of the aforementioned United States laws.

3.3. University's Reservation of Rights. To the extent required by the University under the AAV/HLA-engineering Licence, Universal retains for itself an irrevocable, nonexclusive license to make, have made, and use products, processes, and other subject matter covered by the Licensed Patents or Licensed Materials in the Field of Use for academic research, medical, instructional, or any other academic purpose. Expressly included within this University reservation of rights is the right (i) to use the Licensed Patents in sponsored research or collaborative research with any Third Party but only to the extent no such Third Party is granted any rights to the Licensed Patents or to commercialize Licensed Products, (ii) to grant material transfer agreements to materials whose composition of matter is covered by the Licensed Patents where the use of such materials is restricted to academic research, medical, instructional, or any other academic purpose, and (iii) to publish any information included in the Licensed Patents or any other information that may result from University's research. Universal will use reasonable efforts to (a) within a reasonable period of time after the Effective Date, request from the University prior notice of any sponsored research or collaborative research with any commercial Third Party and obtain University's agreement to such provision; (b) ensure that any publication (to the extent University provides notice of such publication to Universal) does not impact on the ability of the University to obtain patent protection in relation to any of the Licensed Patents.

3.4. Mandatory Sublicensing.

3.4.1. Under the AAV/HLA-engineering licence, the University has the right to request mandatory sublicensing in certain fields. Universal will use reasonable efforts to obtain from the University as soon as reasonably possible after the Effective Date a written confirmation that such mandatory sublicensing shall not apply in relation to mandatory sublicensing in the Fields of Use during the term of the Research and Collaboration Agreement provided Adaptimmune is complying with the terms of the Research and Collaboration Agreement.

3.4.2. If Universal receives notice under the AAV/HLA-engineering licence that the University has been solicited by a Third Party who wishes to license Licensed Patents for any field within the Field of Use that Adaptimmune or Universal is not diligently pursuing (hereinafter "Third Party Field"), Universal shall so notify Adaptimmune, and Adaptimmune shall be entitled to be actively involved in any notifications made to University in relation to such Third Party Field notification from University. Universal and Adaptimmune shall discuss which of the following options should be exercised in response to such University's notification:

3.4.2.1. Development Plan. Provide University with a reasonable rationale as to why offering a sublicense in Third Party Field would be competitive with market opportunity Adaptimmune or Universal is either actively pursuing, or planning on pursuing; or

3.4.2.2. Direct Grant. Universal to grant a sublicense to the said soliciting Third Party in the Third Party Field on commercially reasonable licence terms, such terms being subject to review and approval by Adaptimmune. Adaptimmune will not unreasonably withhold or delay its review and approval of such terms, but will be involved in discussions relating to the scope of any sublicense granted and the terms applicable to such grant.

3.4.3. University Direct Grant. Adaptimmune understands that if Universal has not proceeded under either Subsection 3.4.2.1 or 3.4.2.2 within ninety (90) days of notification to Universal by University under AAV/HLA-engineering licence, University may directly grant a license to such Third Party in the Third Party Field for the benefit of University exclusive of any benefit to Adaptimmune. Universal and Adaptimmune will work together to ensure that one of the options under 3.4.2.1 or 3.4.2.2 is taken within the ninety (90) day period.

4. Applications and Patents.

4.1. Patent Application Filings during the Term of this Agreement

4.1.1. University Prosecutes Patents. Adaptimmune understands that the University retains the sole and exclusive right to file or otherwise prosecute Licensed Patents. Universal shall use reasonable efforts to copy Adaptimmune on any material correspondence, material filings or other material communications relating to the prosecution of the Licensed Patents to the extent relevant to the Fields of Use and in each case (a) which relate to the filing or not filing of any patent application or patent, the lapse of any patent or patent application, in which the scope of any claims are restricted or narrowed, any third party observations or oppositions or any communication where any patent office indicates any claim is invalid or insufficient for any reason and any response to such patent office communication; and (b) to the extent possible under the AAV/HLA-engineering Licence will provide Adaptimmune with an opportunity to comment on any proposed response, including the countries in which any patent application or patent is filed.

4.1.2. University's Independent Patent Filings. Universal shall immediately notify Adaptimmune where University wishes to file, prosecute or maintain any Licensed Patents in a country that Universal does not wish the University to file in.

4.2. Maintenance of Licensed Patents. Universal shall notify Adaptimmune on a timely basis of any failure on its part to comply with any reimbursement or other payment obligation under the AAV/HLA-engineering licence or other default which may cause or result in any Licensed Patent to cease to fall within the Sub-licence or which might result in any Licensed Patent lapsing or ceasing to be filed, prosecuted or maintained. Such notice shall where possible be provided in sufficient time for Adaptimmune to correct any non-payment or reimbursement obligation of Universal. Any correction made by Adaptimmune shall be reimbursed in full by Universal.

4.3. Ownership of the Licensed Patents. No provision of this Agreement grants Adaptimmune any rights, titles, or interests (except for the grant of license in

Subsection 3.1.1 “License Grant” of this Agreement) in the Licensed Patents.

5. Commercialization.

5.1. Covenants Regarding the Manufacture of Licensed Products Adaptimmune hereby covenants and agrees that the manufacture, use, sale, or transfer of Licensed Products will comply with all applicable federal and state laws, including all federal export laws and regulations. Adaptimmune understands that there is a requirement under the AAV/HLA-engineering licence requiring that all products embodying or produced through the use of an

invention that is subject to the rights of the federal government of the United States of America shall be substantially manufactured in the United States of America. Due to the nature of the product concerned, Universal understand that this may not always be commercially feasible and hence Universal agrees to work with Adaptimmune and to approach the University on a timely basis during the performance of the Research Plan (as defined in the Research and Collaboration Agreement) to obtain waiver from the University in relation to such manufacture and as permitted in accordance with 35 United States Code Section 204.

5.2. Use of University’s Name and Trademarks or the Names of University Faculty, Staff, or Students No provision of this Agreement grants Adaptimmune or any of its Sublicensees any right or license to use the name or trademarks of University or the names or identities of any member of the faculty, staff, or student body of University. Adaptimmune shall not use, and shall not permit a Sublicensee to use, any such trademarks, names, or identities without University’s and, as the case may be, such member’s prior written approval.

5.3. Records Retention and Audit Rights.

5.3.1. Records Retained. Throughout the term of this Agreement and for 5 years thereafter, Adaptimmune, at its expense, shall keep and maintain and shall cause each Sublicensee to keep and maintain complete and accurate records of all sales, leases, and other dispositions of Licensed Products during the term of this Agreement and all other records related to this Agreement.

5.3.2. Auditing Rights. Adaptimmune shall permit, at the request of University, one or more accountants selected exclusively by the University (“Accountants”) to have access to Adaptimmune’s records and books of account pertaining to this Agreement, but not more than once per calendar year. Accountants’ access will be during ordinary working hours to audit Adaptimmune’s records for any payment period ending prior to such request, the correctness of any report or payment made by Universal under this Agreement, or to obtain information as to the payments due for any period in the case of failure of Adaptimmune to report pursuant to the terms of this Agreement. Any such inspection shall be subject to Accountants signing confidentiality agreements with Adaptimmune to ensure the confidentiality of Adaptimmune’s information. Access under this clause shall only be provided to records relating to sales of Licensed Products and not to any other products or services. The cost of any audit under this clause shall be at the cost of the University.

5.3.3. Scope of Disclosure. Accountants shall not disclose to University any information relating to the business of Adaptimmune except that which is necessary to inform University of: the accuracy or inaccuracy of Adaptimmune’s reports provided to Universal under this Agreement (and which Universal subsequently provides to University under the AAV/HLA-engineering licence); and the extent of any inaccuracy or noncompliance.

6. Infringement.

6.1. Third-Party Infringement of a Licensed Patent

6.1.1. Notice of Third Party’s Infringement. If a Party learns of substantial, credible evidence that a Third Party is infringing a Licensed Patent in the Field of Use in the Territory, that Party will promptly deliver written notice of the possible infringement to the other Party, describing in detail all relevant information to which that Party has access or control suggesting infringement of the Licensed Patent. Adaptimmune understands that under the terms of the AAV/HLA-engineering licence, Universal is not able to grant a right to Adaptimmune to enforce the Licensed Patents. Universal will work with Adaptimmune in relation to the exercise of Universal’s rights to enforce and prosecute an infringement or potential infringement action under the AAV/HLA-engineering licence and to the extent permitted by the University, will permit Adaptimmune to be present at any court hearings, material meeting or other actions taken in relation to enforcement of the Licensed Patents to the extent in each case relevant to the Fields of Use or scope of Research and Collaboration Agreement. To the extent Universal proposes to settle any action for infringement or potential infringement, Universal will discuss and obtain Adaptimmune’s approval to such settlement, such approval not to be unreasonably withheld or delayed. To the extent the University has control of any infringement suit or action under the AAV/HLA-engineering licence, Universal will to the extent permitted by University keep Adaptimmune informed of the progress of such infringement suit or action and permit Adaptimmune to be actively involved in such infringement suit or action including the terms of any sublicense proposed to be granted by the University. Any involvement of Adaptimmune shall be at Adaptimmune’s cost and expense save where University requests any assistance from Adaptimmune, in which case University shall pay for any direct associated expenses related to provision of such assistance.

7. Patent Validity.

7.1. Notice and Investigation of Third Party Challenges. If any Third Party challenges the validity or enforceability of any of the Licensed Patents, the Party having such information shall immediately notify the other Party. Universal shall keep Adaptimmune informed of the status of any defense of any claim challenging validity or enforceability, where the University assumes control and defense of the claim in accordance with the terms of the AAV/HLA-engineering licence. Where Universal assumes the defense of any such claim, Universal will cooperate with Adaptimmune and enable Adaptimmune to be actively involved in the defense of such claim and any decisions taken in relation to such claim at Adaptimmune’s cost and expense.

7.2. Enforceability of Licensed Patents. Notwithstanding challenge by any Third Party, any Licensed Patent will be enforceable under this Agreement until such Licensed Patent is determined to be invalid.

8. Termination.

8.1. By Universal.

8.1.1. Breach by Adaptimmune. If Adaptimmune breaches or fails to perform one or more of its material duties under this Agreement, Universal may deliver to Adaptimmune a written notice of default. Universal may terminate this Agreement by delivering to

Adaptimmune a written notice of termination if the default has not cured in full within 60 days of the delivery to Adaptimmune of the notice of default.

8.1.2. Events of Default. Universal may terminate this Agreement by delivering to Adaptimmune a written notice of termination at least 10 days prior to the date of termination if Adaptimmune (i) becomes insolvent; (ii) voluntarily files or has filed against it a petition under applicable bankruptcy or insolvency laws that Adaptimmune fails to have released within 30 days after filing; (iii) proposes any dissolution, composition, or financial reorganization with creditors or if a receiver, trustee, custodian, or similar agent is appointed; (iv) makes a general assignment for the benefit of creditors; or (v) if Adaptimmune challenges the validity of the Licensed Patents.

8.2. By Adaptimmune. Adaptimmune may terminate this Agreement at any time by delivering to University a written notice of termination at least 60 days prior to the effective date of termination.

8.3. Automatic termination. This Agreement shall automatically terminate on termination of the Research and Collaboration Agreement.

8.4. Effect of Termination.

8.4.1. License Terminated. After termination of this Agreement, Adaptimmune shall destroy Licensed Materials, and Adaptimmune shall not make, have made, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products.

8.5. Right to continue licence on termination of AAV/HLA-engineering licence. Universal shall notify Adaptimmune immediately if it receives any notice of termination of the AAV/HLA-engineering licence and of any actual termination of the AAV/HLA-engineering licence. At any time within 30 days following termination of the AAV/HLA-engineering licence, Adaptimmune may notify University and Universal that it wishes to enter into a direct license with University in order to retain its rights to the Licensed Patents and/or Licensed Materials granted to it under its Sublicense (such 30-day period following termination, the "Initial Notice Period"). Following receipt of such notice, Universal shall procure (to the extent necessary under the AAV/HLA-engineering licence) that University and Adaptimmune shall enter into a license agreement the terms of which shall be substantially similar to the terms of the AAV/HLA-engineering licence; and the scope of such direct license, the licensed territory or the duration of the license grant shall be comparable to the corresponding terms granted under this Agreement; provided that Adaptimmune will be granted at least the same scope of rights as it obtained from Adaptimmune under this Agreement. For the sake of clarity, the financial terms, including without limitation, the running royalty rate and milestone payments, shall be identical to the corresponding financial terms set forth in the AAV/HLA-engineering licence. Notwithstanding the foregoing, Adaptimmune understands that its right to enter into such direct license shall be conditioned upon:

8.5.1. Written Notification to University. Adaptimmune informing University in writing, pursuant to Article 21 "Notices" of the AAV/HLA-engineering licence, that it wishes to enter into such direct license with University, within the Initial Notice Period;

8.5.2. Good Standing. Adaptimmune being in good standing with Universal under this Agreement, and this Agreement not being the subject of a dispute between Universal and Adaptimmune, or between Universal and University under the AAV/HLA-engineering licence;

8.5.3. Valid Sublicense. This Agreement having been validly entered into by Adaptimmune and Sublicensee pursuant to the terms of Section 3.1.5 "Sublicenses" of the AAV/HLA-engineering licence;

8.5.4. Sublicensee Certification that Conditions Satisfied. Adaptimmune using reasonable efforts to certify or otherwise demonstrate that the conditions set forth in this Section 8.5 have been met within 30 days of expiration of the Initial Notice Period (or within such longer period of time as University agrees is reasonable under the circumstances, based on the nature and extent of any documentation reasonably requested by University); and

8.5.5. Time Limitations. Such negotiations for a direct license not exceeding 90 days from the end of the 30-day (or longer, if applicable) period described in subsection 8.5.4 "Sublicensee Certification that Conditions Satisfied" (subject to extension of said 90-day period by mutual written agreement of University and Sublicensee).

University may, at its sole discretion, waive any of the above requirements. Adaptimmune understands and Universal confirms that if all of the conditions set forth in this Section 8.5 are met, then Adaptimmune will be granted such direct license by University. If any condition set forth in this Section 8.5 is not met, then after expiration of any time period granted to Adaptimmune with respect to meeting such condition , Adaptimmune shall not make, have made, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products and University shall be free to license or not license Licensed Patents to Adaptimmune according to its sole discretion.

9. Release, Indemnification, and Insurance.

9.1. Adaptimmune's Release. For itself and its employees, Adaptimmune hereby releases University and its regents, employees, and agents forever from any suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses) relating to or arising out of (i) the manufacture, use, lease, sale, or other disposition of a Licensed Product or Licensed Material; or (ii) the assigning or sublicensing of Adaptimmune's rights under this Agreement.

9.2. Adaptimmune's Indemnification. Throughout the term of this Agreement and thereafter, Adaptimmune shall indemnify, defend, and hold University and its regents, employees, and agents harmless from all suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses), relating to or arising out of the manufacture, use, lease, sale, or other disposition of a Licensed Product or Licensed Materials, including, without limitation, personal injury, property damage, breach of

contract and warranty and products-liability claims relating to a Licensed Product or Licensed Materials and claims brought by a sublicensee of Adaptimmune.

9.3. Universal's Indemnification. Throughout the term of this Agreement and thereafter, Universal shall indemnify, defend and hold Adaptimmune and its employees and agents harmless from all suits, actions, claims, liabilities, demands, damages, losses or expenses (including reasonable attorneys' and investigative expenses), relating to or arising out of any breach by Universal (or any of its agents or employees) of the terms of the AAV/HLA-engineering licence. Such indemnification shall not cover any suits, actions, claims, liabilities, demands, damages, losses or expenses to the extent arising as a result of Adaptimmune's breach of the terms of this Agreement or failure to comply with Section 8.5 above.

9.4. Adaptimmune's Insurance.

9.4.1. General Insurance Requirement. Throughout the term of this Agreement, or during such period as the Parties shall agree in writing, Adaptimmune shall maintain in full force and effect commercial general liability (CGL) insurance, with single claim limits consistent with industry standards. Such insurance policy will include coverage for claims arising under Section 9.2 above.

9.4.2. Clinical Trial Liability Insurance. Within thirty (30) days prior to the initiation of human clinical trials with respect to Licensed Product(s), Adaptimmune shall provide to Universal copies of certificates evidencing the existence and amount of clinical trials liability insurance following request from Universal for copies of such certificates.

10. Warranties.

10.1. Authority. Each Party represents and warrants to the other Party that it has full corporate power and authority to execute, deliver, and perform this Agreement, and that no other corporate proceedings by such Party are necessary to authorize the Party's execution or delivery of this Agreement.

11.2 Universal Representation and Warranty. Universal represents and warrants that:

11.2.1 it has sufficient rights, title and interests of the Licensed Patents and Licensed Materials to grant the licenses to Adaptimmune as purported to be granted pursuant to this Agreement;

11.2.2 as at the Effective Date it is not in breach of any of the terms of the AAV/HLA-engineering Licence including any failure to perform or cause to happen or be performed any performance milestones specified in the AAV/HLA-engineering Licence.

10.2. Disclaimers**.**

10.2.1. General Disclaimers. **EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 11.1 "Authority" OF THIS AGREEMENT, UNIVERSAL AND ADAPTIMMUNE DISCLAIM AND EXCLUDE ALL WARRANTIES, EXPRESS AND IMPLIED, CONCERNING EACH LICENSED PATENT AND EACH LICENSED PRODUCT, INCLUDING, WITHOUT LIMITATION, WARRANTIES**

OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.2.2. Patent Disclaimers. Adaptimmune understands that the University expressly disclaims any warranties concerning and makes no representations:

10.2.2.1. Patent Issuance. That the Licensed Patent(s) will be approved or will issue;

10.2.2.2. Licensed Patent Validity/Scope. Concerning the validity or scope of any Licensed Patent; or

10.2.2.3. Non-Infringement. That the manufacture, use, sale, lease or other disposition of a Licensed Product or Licensed Material will not infringe a Third Party's patent or violate a Third Party's intellectual property rights.

11. Damages.

11.1. Remedy Limitation. **EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL UNIVERITY BE LIABLE FOR (A) PERSONAL INJURY OR PROPERTY DAMAGES ARISING IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED IN THIS AGREEMENT AND (B) AND IN NO EVENT SHALL EITHER PARTY OR THE UNIVERSITY BE LIABLE FOR LOST PROFITS (OTHER THAN IN THE CASE OF THE PARTIES DIRECT LOSS OF PROFITS ARISING AS A RESULT OF A BREACH OF CONFIDENTIALITY), LOST BUSINESS OPPORTUNITY, INVENTORY LOSS, WORK STOPPAGE, LOST DATA OR ANY OTHER RELIANCE OR EXPECTANCY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND.**

11.2. Damage Cap. **IN NO EVENT WILL UNIVERSITY'S TOTAL LIABILITY FOR THE BREACH OR NONPERFORMANCE OF THIS AGREEMENT EXCEED THE AMOUNT OF PAYMENTS PAID TO UNIVERSITY BY UNIVERSAL UNDER THE AAV/HLA-ENGINEERING LICENCE. THIS LIMITATION WILL APPLY TO CONTRACT, TORT, AND ANY OTHER CLAIM OF WHATEVER NATURE.**

12. Amendment and Waiver.

This Agreement may be amended from time to time only by a written instrument signed by the Parties. No term or provision of this Agreement will be waived and no breach excused unless such waiver or consent will be in writing and signed by the Party claimed to have waived or consented. No waiver of a breach will be deemed to be a waiver of a different or subsequent breach.

13. Assignment.

The rights and licenses granted by Universal in this Agreement are personal to Adaptimmune and Adaptimmune shall not assign its interest or delegate its duties under this Agreement without the written consent of Universal; any such assignment or delegation made

without written consent of Universal will not release Adaptimmune from its obligations under this Agreement. The preceding sentence notwithstanding, Adaptimmune, without the prior approval of Universal, may assign all, but no less than all, its rights and delegate all, but no less than all, its duties under this Agreement to a Third Party provided that:

(i) the assignment is made to such Third Party as a part of and in connection with (a) the sale by Adaptimmune of all but no less than all of its assets to the Third Party, (b) the sale, transfer, or exchange by the shareholders, partners, or equity owners of Adaptimmune of a majority interest in Adaptimmune to the Third Party, or (c) the merger of Adaptimmune into the Third Party (each of the events described in part (a), (b) or (c) of this paragraph, an "Acquisition"),

(ii) Adaptimmune obtains from such Third Party written agreement to honor all obligations under this Agreement accrued by Adaptimmune before Acquisition and all obligations under this Agreement to accrue by such Third Party assignee after Acquisition, including any and all financial obligations, and

(iii) no later than 10 days after the close of the transaction pursuant to which such Acquisition is made, Adaptimmune shall provide written notice to Universal of the Acquisition, as well as a substitution of parties document, in which such Third Party assignee assumes responsibility for all of Adaptimmune's outstanding and future obligations relating to this Agreement. Any assignment made in violation of this Article will be void and will, without further act, cause the immediate termination of this Agreement, effective retroactively to the date of the Acquisition.

This Agreement will inure to the benefit of Adaptimmune and Universal and their respective permitted assignees and trustees.

14. Confidentiality.

14.1. Form of transfer. Confidential Information may be conveyed in tangible or intangible form. Disclosing Party must clearly mark its Confidential Information "confidential." If disclosing Party communicates Confidential Information in non-written form, it shall reduce such communications to writing, clearly mark it "confidential", and provide a copy to receiving Party within 30 days of original communication at the address in Article 21 "Notices".

14.2. No Unauthorized Disclosure of Confidential Information. Beginning on the Effective Date and continuing throughout the term of this Agreement and thereafter for a period of 5 years, receiving Party shall not disclose or otherwise make known or available to any Third Party any disclosing Party Confidential Information, without the express prior written consent of disclosing Party. Notwithstanding the foregoing, receiving Party shall be permitted to disclose disclosing Party Confidential Information to (i) actual or potential investors, lenders, consultants, collaborators, sublicensees, or development partners, which disclosure will be made under conditions of confidentiality and limited use and (ii) its attorney or agent as reasonably required. In no event shall receiving Party incorporate or otherwise use disclosing Party's Confidential Information in connection with any patent application filed by or on behalf of receiving Party.

Receiving Party shall restrict the use of disclosing Party's Confidential Information exclusively to the terms of this Agreement. Receiving Party shall use reasonable procedures to safeguard disclosing Party's Confidential Information.

14.3. Access to University Information. University is an agency of the state of Washington and is subject to the Washington Public Records Act, RCW 42.56 et seq., ("Act"). If University receives a request for public records under the Act for documents containing Adaptimmune Confidential Information, and if University concludes that the documents are not otherwise exempt from public disclosure, University will provide Universal notice of the request before releasing such documents. Universal will provide such notice to Adaptimmune. Such notice will be provided in a timely manner to afford Adaptimmune sufficient time to review such documents and/or seek a protective order to the extent agreed as necessary with Universal in good faith and utilizing the procedures described in RCW 42.56.540

14.4. Disclosure as Required by Law. Either Party shall have the right to disclose the other Party's Confidential Information as required by law or valid court order, provided that such Party shall inform the Party who owns such Confidential Information prior to such disclosure and shall limit the scope and recipient of disclosure to the extent required by such law or court order.

15. Consent and Approvals.

Except as otherwise expressly provided, all consents or approvals required under the terms of this Agreement must be in writing and will not be unreasonably withheld or delayed.

16. Construction.

The headings preceding and labeling the sections of this Agreement are for the purpose of identification only and will not in any event be employed or used for the purpose of construction or interpretation of any portion of this Agreement. As used herein and where necessary, the singular includes the plural and vice versa, and masculine, feminine, and neuter expressions are interchangeable.

17. Enforceability.

If a court of competent jurisdiction adjudges a provision of this Agreement unenforceable, invalid, or void, such determination will not impair the enforceability of any of the remaining provisions hereof and the provisions will remain in full force and effect.

18. No Third-Party Beneficiaries.

No provision of this Agreement, express or implied, confers upon any person other than the Parties to this Agreement and the University any rights, remedies, obligations, or liabilities hereunder.

19. Language.

Unless otherwise expressly provided in this Agreement, all notices, reports, and other documents and instruments that a Party hereto elects or is required by the terms of this Agreement to deliver to the other Party hereto will be in English.

20. Notices.

All notices, requests, and other communications that a Party is required or elects to deliver will be in writing and will be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other Party at its address set forth below or to another address as a Party may designate by notice given pursuant to this article:

If to Universal: Universal Cells, Inc

Attn: Claudia Mitchell, CEO

720 Broadway

Seattle, WA 98122

Email: ***

If to Adaptimmune: Adaptimmune Limited

Attn: Helen Tayton-Martin, COO

101 Park Drive, Milton Park, Abingdon

Oxfordshire, OX14 4RY

E-mail: *** with a copy to legal@adaptimmune.com

21. Patent Marking.

Adaptimmune shall mark all material forms of Licensed Product(s) or packaging pertaining thereto made and sold by Adaptimmune in the United States with patent marking conforming to 35 U.S.C. §287(a), as amended from time to time. Such marking shall further identify the pendency of any U.S. patent application and/or any issued U.S. or foreign patent forming any part of the Licensed Patents. All Licensed Product(s) shipped to or sold in other countries will be marked in such a manner as to provide notice to potential infringers pursuant to the patent law and practice of the country of manufacture or sale.

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

22. Publicity.

The Parties will cooperate with one another to review and respond to any press release or similar communication proposed by the other Party regarding the non-confidential subject matter of this Agreement. The specific content and timing of such press releases or similar communication is subject to mutual agreement by the Parties, which will not be unreasonably withheld.

23. Relationship of Parties.

In entering into, and performing their duties under, this Agreement, the Parties are acting as independent contractors and independent employers. No provision of this Agreement shall create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. No Party shall have the authority to act for or bind the other Party in any respect.

24. Survival.

Immediately upon the termination or expiration of this Agreement all Company's rights under this Agreement will terminate; provided, however, Company's obligations that have accrued prior to the effective date of termination or expiration of this Agreement (*e.g.*, the obligation to report and make payments on sales, leases, or dispositions of Licensed Products and to reimburse University for costs) and the obligations specified in Sections 6.1 "Payments" and 6.4 "Sales Reports" will survive. The obligations and rights set forth in Sections 6.5 "Records Retention and Audit Rights" and 9.3 "Effect of Termination" and Articles 10 "Release, Indemnification, and Insurance", 11 "Warranties", 12 "Damages", 15 "Confidentiality", 29 "Applicable Law" and 30 "Forum Selection" will survive the termination or expiration of this Agreement.

25. Collection Costs and Attorneys' Fees.

If a Party fails to perform an obligation or otherwise breaches one or more of the terms of this Agreement, the other Party may recover from the non-performing breaching Party all its costs (including actual attorneys' and investigative fees) to enforce the terms of this Agreement.

26. Applicable Law.

The internal laws of the state of Washington will govern the validity, construction, and enforceability of this Agreement, without giving effect to the conflict of laws principles thereof.

27. Forum Selection.

A suit, claim, or other action to enforce the terms of this Agreement will be brought exclusively in the state and federal courts of King County, Washington.

28. Entire Agreement.

This Agreement (including all attachments, exhibits, and amendments) is the final and complete understanding between the Parties concerning licensing the Licensed Patents. This Agreement supersedes any and all prior or contemporaneous negotiations, representations, and agreements, whether written or oral, concerning the Licensed Patents. This Agreement may not

be modified in any manner, except by written agreement signed by an authorized representative of both Parties. Nothing in this Section excludes or limits any liability for fraud or fraudulent misrepresentation.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives.

Adaptimmune Limited		**Universal Cells Inc**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Exhibit A

Patent License Schedule

A1. Licensed Patents:

A1.1 **Group 1 Licensed Patents: Non-exclusive grant**

UW#	IP#	Short Title	Status	Application Number	Filing Date	Grant
41571	41571.01US2	AAV Isolates and AAV Vectors	Issued/Granted	08/873,168	6/11/1997	Non-exclusive

A1.2 **Group 2 Licensed Patents**

UW#	IP#	Short Title	Status	Application Number	Filing Date	Grant
41754	41754.01US1	Targeted Gene Modification by Parvoviral Vectors	Converted	60/044,789	4/24/1997	Group 2 Licensed Patents Scope
	41754.02WO2	Targeted Gene Modification by Parvoviral Vectors	Nationalized	PCT/US98/07964	4/20/1998	
	41754.03US1	Targeted Gene Modification by Parvoviral Vectors	Converted	60/106,191	10/28/1998	

	41754.04AU2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	72521/98	4/20/1998	
	41754.05CA2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	2,289,277	4/20/1998	
	41754.06EP2	Targeted Gene Modification by Parvoviral Vectors	Validated	98919818.9	4/20/1998	
	41754.10WO2	Targeted Gene Modification by Parvoviral Vectors	Nationalized	PCT/US99/25462	10/27/1999	
	41754.18US4	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	10/423,604	4/24/2003	
	41754.20FR2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	4/20/1998	
	41754.21DE2	Targeted Gene Modification by	Issued/Granted	98919818.9	4/20/1998	

		Parvoviral Vectors				
	41754.22CH2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	4/20/1998	
	41754.23IE2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	4/20/1998	
	41754.24GB2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	4/20/1998	
	41754.25US5	Targeted Gene Modification by Parvoviral Vectors	Pending	13/114,117	5/24/2011	

	41754.26CA3	Targeted Gene Modification by Parvoviral Vectors	Pending	2,797,661	4/20/1998	
45039	45039.01GB2	Methods for Improving the Efficiency of Gene Targeting	Pending	1301125.9	1/22/2013	Jointly owned with third party

	45039.02WO2	Methods for Improving the Efficiency of Gene Targeting	Pending	PCT/GB2014/050173	1/22/2014	Jointly owned with third party

A1.3 **Group 3 Licensed Patents**

UW#	IP#	Short Title	Status	Application Number	Filing Date	Grant
43950	43950.01US1	HLA Homozygous Cells and Methods of Use Thereof	Converted	60/905,966	3/9/2007	Exclusive all fields
	43950.02US2	HLA Homozygous Cells and Methods of Use Thereof	Issued/Granted	12/044,471	3/7/2008	
	43950.03US4	HLA Homozygous Cells	Issued/Granted	13/333,010	12/21/2011	
45038	N/A	***	Not Filed Yet	N/A	N/A	
45365	45365.01US1	B2M-deficient human cells	Converted	61/477,474	4/20/2011	Exclusive all fields

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

	45365.02WO2	B2M-deficient human cells	Nationalized	PCT/US2012/034051	4/18/2012	
	45365.03US2	B2M-deficient human cells	Pending	14/111,837	10/15/2013	
	45365.04CA2	B2M-deficient human cells	Pending	2,833,173	4/18/2012	
	45365.05EP2	B2M-deficient human cells	Pending	12720040.0	4/18/2012	
	45365.06JP2	B2M-deficient human cells	Pending	Not available	4/18/2012	
45826	45826.01US1	HLA Class II Deficient Cells	Converted	61/625,314	4/17/2012	Exclusive all fields
	45826.02WO2	HLA Class II Deficient Cells	Pending	PCT/US2013/032058	3/15/2013	
46825	N/A	***	Not Filed Yet	N/A	N/A	
46895	N/A	***	Not Filed Yet	N/A	N/A	

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

Licensed Patents includes University rights in any patent application that may be filed by University solely on the technology specified in invention disclosures listed above where the patent status is “Not Yet Filed”

Exhibit B

UW Materials to Transfer to Universal Cells

Cell lines

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AAV Vector stocks

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Plasmids

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Foamy Vectors and Plasmids

Foamy vectors

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Foamy helper plasmids

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Foamy backbones

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Foamy vector plasmids

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Foamy reprogramming plasmids

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Single chain construct plasmids

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Schedule 3 — Sublicense under Elf Licence

November 25, 2015

NON-EXCLUSIVE SUB-LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is dated and effective as of the date of last signature ("Effective Date"), and is made by and between Universal and Adaptimmune Limited, an English Adaptimmune with principal offices at 101 Park Drive, Milton Park, Abingdon, Oxfordshire, OX14 4RY ("Adaptimmune"), and Universal Cells, a Corporation under the laws of the state of Washington ("Universal") with principal offices at 720 Broadway, Seattle, WA 98122, agree as follows:

1. BACKGROUND

1.1 Universal has certain rights to Biological Material known as New naive human embryonic stem cell line - Elf1 (as defined in Section 2.1), developed in the laboratory of *** and licensed from the University under a Non-Exclusive License Agreement dated 22 October 2014 ("Elf Licence").

1.2 Adaptimmune and Universal have entered in to a Research Collaboration and Licence Agreement relating to gene editing and HLA-Engineering on or about the date of this Agreement ("Collaboration Agreement"), under which the parties agreed to enter into this Agreement.

1.3 Universal and University have previously entered into an exclusive license agreement with University for inventions and materials related to or useful for Adeno-associated virus (AAV)-mediated gene targeting and HLA engineering, UW Ref # 34243A on June 27, 2014 "AAV/HLA-engineering Licence". Adaptimmune and Universal have also entered into an exclusive sub-licence agreement under the AAV/HLA-engineering Licence on or about the Effective Date ("Exclusive Agreement").

2. DEFINITIONS

2.1 "Biological Material" means New naive human embryonic stem cell line - Elf1 (with a University Reference UW # 45910).

2.2 "Internal Research Field of Use" means internal research. Internal Research Field of Use specifically excludes any use which requires regulatory approval, including any in vitro and in vivo diagnostic or therapeutic applications.

2.3 "Product Field of Use" means in vivo therapeutics excluding any therapeutic agent for cardiac regeneration and cardiovascular disease.

2.4 "Licensed Product" means a Product as defined in the Collaboration Agreement.

2.5 "Licensed Territory" means worldwide.

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

2.6 "Modifications" means any derivatives or modifications of Biological Material that, but for the rights granted under Exclusive Agreement, would otherwise infringe a Valid Claim of Groups 2 and 3 Licensed Patents as defined in Exclusive Agreement.

2.7 "Service Partner" means a legal entity that is a Third Party with whom Adaptimmune has contracted to provide services within the Internal Research Field of Use and Product Field of Use. For clarity, a legal entity is only a Service Partner for so long as the definition remains true. If such entity terminates its contractual obligation with Adaptimmune, it thereafter is an arm-length Third Party for the purposes of this Agreement.

2.8 "Third-Party" means any individual or entity other than Universal and Adaptimmune or their respective affilliates.

2.9 "University" means the University of Washington a public institution of higher education and an agency of the State of Washington acting through its administrative offices at UW CoMotion, 4311 Eleventh Avenue NE, Suite 500, Seattle, WA 98105

3. GRANT

3.1 Universal hereby grants, and Adaptimmune accepts, a nonexclusive license in the (i) Product Field of Use and Licensed Territory to make, use, offer, and sell Licensed Product(s) for Product Family 2 and (ii) make, use, offer, and sell Licensed Products in the Internal Research Field of Use for Product Family 1. Such license does not include the right for Adaptimmune to transfer any Licensed Products to any Third Parties or affiliates for resale other than as incorporated in a therapeutic product. Such licence shall not include any right to Biological Material.

3.2 Service Partners of Adaptimmune shall have the right to transfer Modifications to Service Partners working on behalf of Adaptimmune solely for the purpose of carrying out services in direct connection with using the Modifications in the Internal Field of Use and Product Field of Use. Any such transfer of Modifications to such Service Partner shall be under a written agreement between Adaptimmune and such Service Partner which (a) shall be in writing, (b) shall be subject to, subordinate to, and consistent with, the terms and conditions of this Agreement, (c) shall not adversely affect the rights of University or Universal or limit the obligations of Adaptimmune under this Agreement, (d) shall contain terms substantially similar to those contained in this Agreement, and (e) shall expressly provide that the Service Partner has no rights to use the Modifications for any purpose other than to perform the services in direct connection with the Licensed Field of Use, and that such Service Partner shall not transfer the Modifications to any Third-Party. Adaptimmune will be responsible for the performance of all Service Partner in compliance with all obligations of Adaptimmune under this Agreement.

3.3 The term of this Agreement shall commence as of the Effective Date and shall expire on termination of the Collaboration Agreement or at such point as a decision is taken by both parties under the Collaboration Agreement that the Biological Material and any Modifications are no longer required for use under the Collaboration Agreement.

3.4 Nothing in this Agreement shall be construed as granting by implication, estoppel, or otherwise any licenses or rights under patents or patent applications of Universal.

4. NEGATION OF WARRANTIES

Except as expressly set forth in this Agreement, NEITHER UNIVERSAL OR ADAPTIMMUNE MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF BIOLOGICAL MATERIAL, MODIFICATIONS, AND/OR LICENSED PRODUCT(S) WILL NOT INFRINGE ANY PATENT, COPYRIGHT, OR TRADEMARK, OR OTHER RIGHTS OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES.

5. Release, Indemnification, and Insurance

5.1 Adaptimmune's Release. For itself and its employees, Adaptimmune hereby releases University and its regents, employees, and agents forever from any suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses) relating to or arising out of (i) the manufacture, use, lease, sale, or other disposition of a Licensed Product; (ii) the assigning or sublicensing of Adaptimmune's rights under this Agreement; or (iii) manufacture or use of Modifications and/or Licensed Products by Service Partners.

5.2 Adaptimmune's Indemnification. Throughout the term of this Agreement and thereafter, Adaptimmune shall indemnify, defend, and hold University and its regents, employees, and agents harmless from all suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses), relating to or arising out of the manufacture, use, lease, sale, or other disposition of Biological Materials, Modifications, and/or Licensed Product(s), including, without limitation, personal injury, property damage, breach of contract and warranty and products-liability claims relating to a Licensed Product and claims

brought by a SubAdaptimmune or Service Partner.

5.3 Adaptimmune's Insurance.

5.3.1 General Insurance Requirement. Throughout the term of this Agreement, or during such period as the Parties shall agree in writing, Adaptimmune shall maintain, and shall cause each Sub-Licensee to maintain, in full force and effect commercial general liability (CGL) insurance, with single claim limits consistent with industry standards. Such insurance policy will include coverage for claims that may be asserted by Universal against Adaptimmune under section 6.2 "Adaptimmune's Indemnification". Adaptimmune shall deliver to Universal a copy of the certificate of insurance for such policy following receipt of written request for such.

5.3.2 **Clinical Trial Liability Insurance. On initiation of human clinical trials with respect to Licensed Product(s), Adaptimmune shall provide to Universal certificates evidencing the existence and amount of clinical trials liability insurance, following receipt of request from Universal. Adaptimmune shall further provide Universal, at least annually, proof of continued coverage to the extent such clinical trials are continuing and following receipt of request from Universal.**

6. Warranties.

6.1 Authority. Each Party represents and warrants to the other Party that it has full corporate power and authority to execute, deliver, and perform this Agreement, and that no other corporate proceedings by such Party are necessary to authorize the Party's execution or delivery of this Agreement.

6.2 **Disclaimers.**

6.2.1 General Disclaimers. **EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 11.1 "Authority" OF THIS AGREEMENT, UNIVERSAL DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, CONCERNING EACH BIOLOGICAL MATERIAL AND MODIFICATIONS AND EACH LICENSED PRODUCT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

7. Damages.

7.1 Remedy Limitation. **EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR (A) PERSONAL INJURY OR PROPERTY DAMAGES ARISING IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED IN THIS AGREEMENT OR (B) LOST PROFITS, LOST BUSINESS OPPORTUNITY, INVENTORY LOSS, WORK STOPPAGE, LOST DATA OR ANY OTHER RELIANCE OR EXPECTANCY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND.**

7.2 Damage Cap. **IN NO EVENT WILL UNIVERSITY'S TOTAL LIABILITY FOR THE BREACH OR NONPERFORMANCE OF THIS AGREEMENT EXCEED *** . THIS LIMITATION WILL APPLY TO CONTRACT, TORT, AND ANY OTHER CLAIM OF WHATEVER NATURE.**

8. NAMES AND MARKS

Nothing contained in this Agreement shall be construed as conferring any right to use any name, trade name, trademark, service mark, symbol or other designation of the other party, or the name of any faculty member, employee, or student of the other party, without prior written consent of that party, unless such listing is required under local laws or regulations, provided that either party may state the existence of this Agreement. For any use other than the foregoing, the parties hereby expressly agree not to use the other party's name or the University's name or any contraction, abbreviation, or simulation thereof without prior written approval from an authorized representative of the relevant entity.

9. TERMINATION

9.1 Adaptimmune may terminate this Agreement by giving Universal notice in writing at least 30 days in advance of the effective termination date provided that Adaptimmune, Sublicencees, and Service Partners shall thereupon cease use and sale of Biological Material and any Licensed Product(s).

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9.2 Effect of Termination

9.2.1 Licensed Terminated - After termination of this Agreement, Adaptimmune shall not make, have made, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products.

9.2.2 Concurrent with notice of termination by either Adaptimmune or Universal, Adaptimmune and Service Partners shall destroy all Modifications, and Licensed Product(s) in their possession, and shall provide written evidence of said destruction. If Adaptimmune enters into a direct license with Universal to retain rights in the Modifications under Section 10.2.3

9.2.3 "Termination of Elf Licence. ", Adaptimmune may retain Modifications and Licensed Product(s) in its possession during the Initial Notice Period and negotiation period. At any time within 30 days following termination of the Elf Licence (notification of which to be immediately provided by Universal to Adaptimmune), Adaptimmune may notify Universal and University that it wishes to enter into a direct license with University in order to retain its rights to the Modifications granted to it under this Agreement (such 30-day period following termination, the "Initial Notice Period"). Following receipt of such notice, University and Adaptimmune (and to the extent required Universal shall facilitate such negotiations and finalization) shall enter into a license agreement the terms of which shall be substantially similar to the terms of the Elf Licence; and the scope of such direct license, the licensed territory or the duration of the license grant shall be comparable to the corresponding terms granted to Adaptimmune under this Agreement; provided that Adaptimmune will be granted at least the same scope of rights as it obtained from Universal under this Agreement. For the sake of clarity, the financial terms, including without limitation, the running royalty rate and milestone payments, shall be identical to the corresponding financial terms set forth in the Elf Licence. Universal shall keep Adaptimmune informed of all material changes to the Elf Licence, including changes to the financial terms that Adaptimmune would be required to accept under this Section. Notwithstanding the foregoing, each Adaptimmune's right to enter into such direct license shall be conditioned upon:

10.2.3.1 Written Notification to University. Adaptimmune informing Universal and University in writing, pursuant to Article 11.4 "Notices", that it wishes to enter into such direct license with University, within the Initial Notice Period;

10.2.3.2 Adaptimmune Good Standing. Adaptimmune being in good standing with Universal under this Agreement, and this Agreement not being the subject of a dispute between Adaptimmune and Universal, or between Universal and University under the Elf Licence (in which case Universal shall have notified Adaptimmune of such dispute);

10.2.3.3 Valid Sublicense. This Agreement having been validly entered into by Adaptimmune and Universal pursuant to the terms of the Elf Licence and the parties confirm and agree that this Agreeent has been validly entered into pursuant to the terms of the Elf Licence;

10.2.3.4 Certification that Conditions Satisfied. Adaptimmune using reasonable efforts to certify or otherwise demonstrate that the conditions set forth in the above subsections subsections have been met within 30 days of expiration of the Initial Notice Period (or within such longer period of time as University agrees is reasonable under the

circumstances, based on the nature and extent of any documentation reasonably requested by University); and

10.2.3.5 Time Limitations. Such negotiations for a direct license not exceeding 90 days from the end of the 30-day (or longer, if applicable) period described in subsection 9.2.3.2 "Adaptimmune Certification that Conditions Satisfied" (subject to extension of said 90-day period by mutual written agreement of University and Adaptimmune). University may, at its sole discretion, waive any of these requirements. If all of the conditions set forth in this Subsection 9.2.3 "Termination of Sublicenses" are met, then Adaptimmune will be granted such direct license by University. If any condition set forth in this Section 10.2.3 "Termination of Sublicenses" is not met, then after expiration of any time period granted to Adaptimmune with respect to meeting such condition, Adaptimmune shall not make, have made, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products and University shall be free to license or not license Licensed Patents to such Adaptimmune according to its sole discretion. Adaptimmune shall destroy all Modifications and Licensed Product(s) in their possession, and shall provide written evidence of said destruction.

9.3 Breach by Adaptimmune. Universal may terminate this Agreement if Adaptimmune is in breach of any provision hereof and Adaptimmune fails to remedy any such breach no later than 60 days after written notice thereof by Universal.

9.4 Survival. Immediately upon the termination of this Agreement all Adaptimmune's rights under this Agreement will terminate; provided, however, That the obligations and rights set forth in Sections 11.7 "Records Retention", 11.8 "Audit Rights" and 10.2 "Effect of Termination" and Articles 6 "Release, Indemnification, and Insurance", 7 "Warranties", 8 "Damages", 11.2 "Public Records Act", 11.6 "Law and Venue" will survive the termination of this Agreement.

10. MISCELLANEOUS

10.1 Adaptimmune Compliance With All Laws - Adaptimmune shall comply and ensure that any Service Partners shall comply with all applicable laws, statutes, regulations, guidelines and reporting requirements in all applicable jurisdictions in its use, storage, disposal, handling, transferring and selling of Biological Material and/or Licensed Product(s).

10.2 Assignment — Adaptimmune shall not assign this Agreement to a Third Party without the express written consent of Universal, except that Adaptimmune may assign or otherwise transfer this Agreement and the license granted hereby and the rights acquired by it hereunder so long as such assignment or transfer is accompanied by a sale or other transfer of Adaptimmune's entire business or of the entirety of that part of Adaptimmune's business to which the license granted hereby relates, including a change of control. Adaptimmune shall provide written notice to Universal of such assignment and transfer no later than 10 days after the close of the transaction pursuant to which such assignement is made. Upon such assignment or transfer, the term "Adaptimmune" as used in this Agreement will include such assignee or transferee and this Agreement will be binding upon Adaptimmune's permitted successors and assigns. Any

attempted assignment, transfer or delegation in breach of this provision will be deemed void and will entitle Universal to terminate this Agreement upon written notice to Adaptimmune.

10.3 Notices - All notices under this Agreement will be deemed to have been fully given when done in writing and deposited in the United States mail, registered or certified, and addressed as follows:

If to University:
UW Center for Commercialization
Attn: Director, Technology Licensing
4311 11th Avenue NE, Suite 500
Seattle, WA 98105-4608
Facsimile No.: 206-685-4767 (Universal shall keep Adaptimmune informed of any changes to notification address for University)

If to Universal:
Attn: Claudia Mitchell, CEO
Universal Cells, Inc
720 Broadway
Seattle, WA 98122
E-mail: ***

If to Adaptimmune:
Attn: Helen Tayton-Martin, COO

Adaptimmune Limited, 101 Park Drive, Milton Park
Abingdon, Oxford, OX14 4RY
E-mail: *** with a copy to legal@adaptimmune.com.

Either party may change its address upon written notice to the other party.

10.4 Waiver and Severability - None of the terms of this Agreement can be waived except by the written consent of the party waiving compliance. If any provision of this Agreement is held illegal, void, or unenforceable, the remaining portions will remain in full force and effect.

10.5 Law and Venue - The laws of the state of Washington will govern the validity, construction, and enforceability of this Agreement, without giving effect to the conflict

of laws principles thereof. Any claim related in any manner to this Agreement will be instituted and commenced in, and venue will be either King County, Washington or the United States District Court for the Western District of Washington.

10.6 Record Retention- Throughout the term of this Agreement and for 5 years thereafter, Adaptimmune, at its expense, shall keep and maintain complete and accurate records of all sales, leases, and other dispositions of Licensed Products during the term of this Agreement and all other records related to this Agreement.

10.7 Audit Rights - Adaptimmune shall, at the request of Universal, permit one or more accountants selected exclusively by University to have access to Adaptimmune's records and books of

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account pertaining to this Agreement during ordinary working hours to audit with respect to any payment period ending prior to such request, the correctness of any report or payment made under this Agreement.

The accountant will not disclose to University or Universal any information relating to the business of Adaptimmune except that which is necessary to inform University of: the accuracy or inaccuracy of Adaptimmune's reports and payments; compliance or noncompliance by Adaptimmune with the terms and conditions of this Agreement; and the extent of any inaccuracy or noncompliance.

University will bear the costs of any audit initiated by Universal.

10.8 Export Controls - Adaptimmune shall abide by all U.S. export laws and regulations. Accordingly, Adaptimmune is solely responsible for securing any necessary permissions or licenses to exercise its rights under this Agreement.

10.9 Entire Agreement - No Third Party Beneficiaries. This Agreement (including all attachments, exhibits, and amendments hereto) is intended by the parties as the final and binding expression of their contract and agreement and as the complete and exclusive statement of the terms thereof. This Agreement cancels, supersedes, and revokes all prior negotiations, representations and agreements among the parties, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals by their duly authorized officers or representatives.

Adaptimmune		**Universal Cells**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Schedule 4 — Universal Pre-existing Patents

Title	Status	Application Number	Country	Filing Date
Adeno-Associated Viruses (AAV) Isolates and AAV Vectors Derived Therefrom	Issued/Granted	08/873,168	US	6/11/1997
Targeted Gene Modification by Parvoviral Vectors	Converted	60/044,789	US	4/24/1997
Targeted Gene Modification by Parvoviral Vectors	Nationalized	PCT/US98/07964	WO	4/20/1998
Targeted Gene Modification by Parvoviral Vectors	Converted	60/106,191	US	10/28/1998
Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	72521/98	AU	4/20/1998
Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	2,289,277	CA	4/20/1998
Targeted Gene Modification by Parvoviral Vectors	Validated	98919818.9	EP	4/20/1998
Targeted Gene Modification by Parvoviral Vectors	Nationalized	PCT/US99/25462	WO	10/27/1999
Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	10/423,604	US	4/24/2003

Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	FR	4/20/1998
Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	DE	4/20/1998
Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	CH	4/20/1998
Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	IE	4/20/1998
Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	GB	4/20/1998
Targeted Gene Modification by Parvoviral Vectors	Pending	13/114,117	US	5/24/2011
TARGETED GENE MODIFICATION BY PARVOVIRAL VECTORS	Pending	2,797,661	CA	4/20/1998
HLA Homozygous Cells and Methods of Use Thereof	Converted	60/905,966	US	3/9/2007
HLA Homozygous Cells and Methods of Use Thereof	Issued/Granted	12/044,471	US	3/7/2008
HLA HOMOZYGOUS CELLS	Issued/Granted	13/333,010	US	12/21/2011
METHODS FOR IMPROVING THE EFFICIENCY OF GENE TARGETING	Pending	1301125.9	GB	1/22/2013

Methods for Improving the Efficiency of Gene Targeting	Pending	PCT/GB2014/050173	WO	1/22/2014
Beta-2 microglobulin-deficient human cells	Converted	61/477,474	US	4/20/2011
BETA-2 MICROGLOBULIN-DEFICIENT CELLS	Nationalized	PCT/US2012/034051	WO	4/18/2012
BETA-2 MICROGLOBULIN-DEFICIENT CELLS	Pending	14/111,837	US	10/15/2013
BETA-2 MICROGLOBULIN-DEFICIENT CELLS	Pending	2,833,173	CA	4/18/2012
BETA-2 MICROGLOBULIN-DEFICIENT CELLS	Pending	12720040.0	EP	4/18/2012
Beta-2 microglobulin-deificient human cells	Pending	Not available	JP	4/18/2012
HLA CLASS II DEFICIENT CELLS	Converted	61/625,314	US	4/17/2012
HLA CLASS II DIFICIENT CELLS, HLA CLASS I DEFICIENT CELLS CAPABLE OF EXPRESSING HLA CLASS II PROTEINS, AND USES THEREOF	Pending	PCT/US2013/032058	WO	3/15/2013
Controlling stem cell potential	Converted	62/012,539	US	6/16/2014

Schedule 5 — AAV/HLA-engineering Licence

EXCLUSIVE PATENT LICENSE AND MATERIAL TRANSFER AGREEMENT

BETWEEN

UNIVERSAL CELLS

AND

UNIVERSITY OF WASHINGTON

FOR

INVENTIONS AND MATERIALS RELATED TO OR USEFUL FOR ADENO-ASSOCIATED VIRUS (AAV)-MEDIATED GENE TARGETING AND HLA ENGINEERING

UW REF. 34243A

CONFIDENTIAL

Table of Contents

EXCLUSIVE PATENT LICENSE AND MATERIAL TRANSFER AGREEMENT

This exclusive patent license and material transfer agreement ("Agreement") is dated and effective as of the date of last signature (the "Effective Date"), and is made between the University of Washington, a public institution of higher education and an agency of the state of Washington, acting through its Center for Commercialization, Technology Licensing ("University"), and Universal Cells, a Corporation under the laws of the state of Washington ("Company"), (individually "Party" or collectively "Parties").

Background

Certain inventions and materials related to or useful for adeno-associated virus (AAV)-mediated gene targeting and HLA engineering were made in the laboratory of David Russell ("Principal Investigator") or for the materials, in the laboratory listed in Exhibit D "Materials";

As assignee of the inventions, University owns certain patents and patent applications or jointly owns with a Third Party "Joint Owner" certain patents and patent applications, as listed in Section A1 "Licensed Patents" of Exhibit A "Patent License Schedule", and University has the right to license to others certain rights to such patents and patent applications;

The "Joint Owner" of certain patents and patent applicatons, as listed in Section A1 "Licensed Patents" of Exhibit A, retains their own rights in jointly owned Licensed Patents, and University is only licensing its own interest;

University's rights in certain patents and patent applications listed in Section A1 "Licensed Patents" of Exhibit A "Patent License Schedule" have been licensed to a third party prior to this Agreement on a co-exclusive basis, as defined below;

Company desires that University grant it a license to use, develop, and commercialize the Licensed Products; and

University is willing to grant a license on the terms set forth below.

The Parties therefore agree as follows:

1. Definitions.

For purposes of interpreting this Agreement, the following terms have the following meanings ascribed to them:

1.1. "Acquisition" means (i) the sale by Company of all but no less than all of its assets to an arm's length Third Party, (ii) the sale, transfer, or exchange by the shareholders, partners, or equity owners of Company of a majority interest in Company to an arm's length Third Party, or (iii) the merger of Company into an arm's length Third Party.

1.2. "*** " means ***

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

1.3. "Co-exclusive" for the purposes of this Agreement means, other than as provided for in Section 3.2 "The United States Government's Rights", and Section 3.3 "University's Reservation of Rights", University will only grant licenses to a maximum of two separate parties.

1.4. "Group 2 Scope" means co-exclusive for the construction, sale and use of cell lines derived from Stem Cells using Group 2 Licensed Patents specifically for: i) in vitro discovery and development of pharmaceutical agents; ii) in vitro discovery, development and validation of diagnostic targets; and iii) in vitro development of engineered cell lines for bioproduction of pharmaceutical agents; exclusive for the development and use of therapeutic products where the construction or manufacture of the therapeutic product itself utilized Group 2 Licensed Patents.

1.5. "Confidential Information" means any information or materials (biological, chemical, or otherwise) of the Parties not generally known to the public, including any information comprised of those materials, and including without limitation the inventions covered by the Licensed Patents and Company's business plans or reports. Confidential Information does not include any information that:

1.5.1. is or becomes part of the public domain through no fault of receiving Party;

1.5.2. is known to receiving Party prior to the disclosure by the disclosing Party, as evidenced by documentation;

1.5.3. is publicly released as authorized under this Agreement by University, its employees or agents;

1.5.4. is subsequently obtained by a Party from a Third Party who is authorized to have such information; or

1.5.5. is independently developed by a Party without reliance on any portion of the Confidential Information received from the disclosing Party and without any breach of this Agreement as evidenced by documentation.

1.6. "Event of Force Majeure" means an unforeseeable act that wholly prevents a Party from performing one or more of its material duties under this Agreement and that is outside of the reasonable control of the Party. An Event of Force Majeure includes acts of war or of Nature, insurrection and riot, and labor strikes. An Event of Force Majeure does not mean a Party's inability to obtain a Third Party's consent to any act or omission.

1.7. "Fair Market Value" means ***

1.8. "Product Family 1" means Licensed Products that are vectors or cell lines for research and development purposes. "Product Family 2" means Licensed Products in a therapeutic.

1.9. "Fields of Use" means all Fields of Use for Group 1 Licensed Patents, Group 3 Licensed Patents; and the Group 2 Scope for Group 2 Licensed Patents.

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

1.10. "Fully-Diluted Shares " means the total number of Shares outstanding assuming the exercise or conversion of all securities convertible into Shares

1.11. **"**Licensed Materials" means the materials provided by University to Company that are listed on Exhibit D "Materials" attached hereto, and includes any Licensed Materials contained within materials derived by Company from Licensed Materials.

1.12. "Licensed Patents" means the patents and patent applications (including all provisional, nonprovisional, and PCT patent applications, and all national stage and foreign equivalents of the foregoing, accordingly) listed in Section A1 "Licensed Patents" of attached Exhibit A "Patent License Schedule", all divisionals and continuations of these patent applications, all patents issuing from these applications, divisionals, and continuations and any reissues, reexaminations and extensions of these patents. Claims in continuations-in-part applications are included in Licensed Patents only to the extent such claims are supported by a patent or patent application set forth in Section A1 "Licensed Patents" of Exhibit A "Patent License Schedule" to benefit from the priority date of such patent or patent application and to the extent such claims are not encumbered by Third Party rights.

1.13. "Licensed Product" means any product or good or service that is used, made by, made for, sold, transferred, offered for sale, imported or otherwise disposed of during the term of this Agreement and for which use, manufacture, sale, transfer is covered by one or more Valid Claims of the Licensed Patents.

1.14. ***

1.15. "Patent Expenses" means all reasonable costs (including attorneys' and application fees) incurred by University to apply for, prosecute, enforce, and maintain Licensed Patents including the costs of interferences, oppositions, re-examinations, and patent litigation. For clarity, patent litigation may result in a positive cash position from damages and therefore is subject to distribution rights of the Parties of Article 7 "Infringement".

1.16. ***

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

1.17. ***

1.18. "Shares" means the Company's common stock.

1.19. "Sublicense" means the grant by Company or a Sublicensee to a Third Party of any license, option, first right to negotiate, or other right granted under the Licensed Patents and/or Licensed Materials, in whole or in part. For the avoidance of doubt, any arm's length Third Party distributor ("Distributor") to which Company or any of its Sublicensees sells a Licensed Product for resale of Licensed Product by the Distributor, and where Distributor has no other rights other than to resell Licensed Product, and for which resale Company and Sublicensees receive no further consideration (including but not limited to royalties and/or commissions) beyond the price for the initial sale to the Distributor shall not be a considered a Sublicense.

1.20. "Sublicensee" means a Third Party holding a Sublicense under the Licensed Patents.

1.21. "Sublicensing Consideration" means ***

1.22. "Territory" means worldwide.

1.23. "Third Party" means an individual or entity other than University and Company.

1.24. "Valid Claim" means (i) a claim in an issued and unexpired patent included in the Licensed Patents that: (a) has not been held unenforceable, unpatentable or invalid by a decision of a court or other governmental agency of competent jurisdiction, and not subject to appeal, (b) has not been admitted to be invalid or unenforceable through reissue or disclaimer or otherwise, (c) has not been lost through an interference, reexamination, or reissue proceeding; or (ii) a pending claim of a pending patent application included in the Licensed Patents.

2. Term.

The term of this Agreement will commence on the Effective Date and, unless terminated earlier as provided in Article 9 "Termination", will expire on the date on which no Valid Claim in a Licensed Patent is pending or subsisting in any country in the Territory.

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3. Grant of License.

3.1. Company's Rights.

3.1.1. License Grant for Group 1 Licensed Patents. Subject to the terms and conditions of this Agreement, University hereby grants to Company, and Company hereby accepts, a non-exclusive license under University's rights in Group 1 Licensed Patents to make, have made on Company's behalf, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products in the Territory in the Field of Use.

3.1.2. License Grant for Group 2 Licensed Patents. Subject to the terms and conditions of this Agreement, University hereby grants to Company, and Company hereby accepts, a license with scope restricted co-exclusivity and scope restricted exclusivity as defined in Group 2 Scope, under University's rights in Group 2 Licensed Patents to make, have made on Company's behalf, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products in the Territory in the Field of Use.

3.1.3. License Grant for Group 3 Licensed Patents. Subject to the terms and conditions of this Agreement, University hereby grants to Company, and Company hereby accepts, an exclusive license under University's rights in Group 3 Licensed Patents to make, have made on Company's behalf, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products in the Territory in the Field of Use.

3.1.4. License Grant for Licensed Materials. Subject to the terms and conditions of this Agreement, University hereby grants to Company, and Company hereby accepts, a non-exclusive license under University's rights in Licensed Materials to use the Licensed Materials in research and development activities related to the Licensed Products, and in the creation of Licensed Products. For avoidance of doubt, Company is not granted the right to use Licensed Materials other than in the development of Licensed Product, or in the construction or manufacture of Licensed Product.

3.1.5. Sublicenses. Company has the right, exercisable from time to time during the term of this Agreement, to Sublicense its (i) exclusive and co-exclusive rights under this Agreement and (ii) non-exclusive rights under this agreement, but only for the purpose of combining the practice of the non-exclusive rights with the practice of the sublicensed exclusive or co-exclusive rights. Company may not grant Sublicensees the right to enforce Licensed Patents. Company shall remain responsible for its obligations under this Agreement, and shall ensure that the Sublicense agreement: a) contains terms and conditions requesting Sublicensee to comply with the applicable terms and conditions under this Agreement (including a release substantially similar to that provided by Company in Section 10.1 "Company's Release"; a warranty substantially similar to that provided by Company in Section 11.1 "Authority"; University disclaimers and exclusions of warranties under Sections 11.3 "Disclaimers"; and limitations of remedies and damages substantially similar to those provided by Company in Sections 12.1 "Remedy Limitation" and 12.2 "Damage Cap"); and (b) specifically incorporates provisions of this Agreement regarding obligations pertaining to indemnification, use of names and insurance. Company shall deliver to University a true, correct, and complete copy of any Sublicense agreement or other agreement under which Company grants Sublicense rights, within 30 days of its execution. Company shall not enter into such agreement if the terms of the agreement are inconsistent in any respect with the material terms of this Agreement. Any Sublicense made in violation of this Subsection will be void and will constitute an event of default under Subsection 9.1.1 "Breach by Company".

3.1.6. The license granted in this Agreement is limited to the inventions that are expressly claimed in the Licensed Patents. No provision of this Agreement grants Company, by implication, estoppel or otherwise, any rights other than the rights expressly granted it in this Agreement to the Licensed Patents, Licensed Materials, or to any other University-owned technology, materials, patent applications, or patents.

3.2. The United States Government's Rights. The inventions covered in the Licensed Patents arose, in whole or in part, from federally supported research and the federal government of the United States of America has certain rights in and to the Licensed Patents as those rights are described in Chapter 18, Title 35 of the United States Code and accompanying regulations, including Part 401, Chapter 37 of the Code of Federal Regulation. The Parties' rights and obligations under this Agreement to any government-funded inventions, including the grant of license set forth in Subsections 3.1.1 "License Grant for Group 1 Licensed Patents", 3.1.2 "License Grant for Group 2 Licensed Patents" and 3.1.3 "License Grant for Group 3 Licensed Patents" are subject to the aforementioned United States laws.

3.3. University's Reservation of Rights. University reserves all rights not expressly granted to Company under this Agreement. University retains for itself an irrevocable, nonexclusive license to make, have made, and use products, processes, and other subject matter covered by the Licensed Patents or Licensed Materials in the Field of Use for academic research, medical, instructional, or any other academic purpose. Expressly included within this University reservation of rights is the right (i) to use the Licensed Patents in sponsored research or collaborative research with any Third Party but only to the extent no such Third Party is granted any rights to the Licensed Patents or to commercialize Licensed Products, (ii) to grant material transfer agreements to materials whose composition of matter is covered by the Licensed Patents where the use of such materials is restricted to academic research, medical, instructional, or any other academic purpose, and (iii) to publish any information included in the Licensed Patents or any other information that may result from University's research.

3.4. Delivery of Licensed Materials. ***

3.5. Mandatory Sublicensing. If University is solicited by a Third Party who wishes to license Licensed Patents for any field within the Field of Use that Company is not diligently pursuing (hereinafter "Third Party Field"), University shall so notify Company, and Company shall notify University in writing of the following: (i) whether Company has been engaged in Sublicensing negotiations with such Third Party, (ii) the terms of such Sublicense offered by Company to such Third Party, and (iii) the length of time over such negotiations have occurred. Company shall exercise one of the following options within 90 days of Company's receipt of University's notification:

3.5.1. Company Development Plan. Provide University with a reasonable rationale as to why offering the a sublicense in Third Party Field would be competitive with market opportunity Company is either actively pursuing, or planning on pursuing; or

3.5.2. Company Grant. Offer to grant a Sublicense to said soliciting Third Party in the Third Party Field on commercially reasonable license terms.

3.5.3. University Direct Grant. If Company has not proceeded under either Subsection 3.5.1 "Company Development Plan" or 3.5.2 "Company Grant" within 90 days of notification to Company

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by University, University may directly grant a license to such Third Party in the Third Party Field for the benefit of University exclusive of any benefit to Company.

4. Applications and Patents.

4.1. Pre-Agreement Patent Filings and Licensed Product Sales. Company has reviewed the Licensed Patents and has no basis to challenge or dispute the inventorship, validity, or enforceability of any of the claims made in the Licensed Patents in existence as of the Effective Date. Company further represents that, as of the Effective Date, it has not and does not manufacture, have manufactured, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of (i) any product or good that infringes (including under the doctrine of equivalents) a claim in any Licensed Patent, or (ii) any product or good that is made using a process or machine that infringes (including under the doctrine of equivalents) a claim in a Licensed Patent.

4.2. Patent Application Filings during the Term of this Agreement

4.2.1. University Prosecutes Patents. University retains the sole and exclusive right to file or otherwise prosecute Licensed Patents. As set out in Section A4 "Patent Cost Reimbursement" of Exhibit A "Patent License Schedule", Company shall pay, or reimburse University for paying, all Patent Expenses incurred prior to, on, or after the Effective Date.

4.2.2. Patent Prosecution Decisions.

4.2.2.1. Exclusive Group 3 Patents: University, in consultation with Company, shall determine in which countries University will file, or cause to be filed, Licensed Patents for Group 3 License Patents. University shall request patent counsel to inform Company of the status of the prosecution of the Licensed Patents, including delivering to Company written and electronic communications from all patent offices and foreign counsel, and University shall consult with the Company on the prosecution of the Licensed Patents. Once Company begins reimbursing University for Patent Expenses pursuant to Section A4 "Patent Cost Reimbursement" of Exhibit A "Patent License Schedule", Company's suggestions and requests regarding patent prosecution will be reasonably considered and included unless detrimental to University's intellectual property rights. In no event shall Company file a patent application where all of the inventors are under University policy obligated to assign their rights in such patent application to University. In no event shall Company file a patent application where one or more, but not all, of the inventors are under University policy obligated to assign their rights in such patent application to University without providing University prior notification of such filing.

4.2.2.2. Co-Exclusive Group 2 Licensed Patents: University shall determine in which countries University will file, or cause to be filed, Licensed Patents for Group 2 Licensed Patents. University shall request patent counsel to inform Company of the status of the prosecution of the Licensed Patents, including delivering to Company written and electronic communications from all patent offices and foreign counsel, and University shall seek input from the Company on the prosecution of the Licensed Patents. Once Company begins reimbursing University for Patent Expenses pursuant to Section A4 "Patent Cost Reimbursement" of Exhibit A "Patent License Schedule", Company's suggestions and requests regarding patent prosecution will be reasonably considered and included unless detrimental to University's intellectual property rights, or in conflict with reasonable

suggestions from the other licensee of Licensed Patents. In no event shall Company file a patent application where all of the inventors are under University policy obligated to assign their rights in such patent application to University. In no event shall Company file a patent application where one or more, but not all, of the inventors are under University policy obligated to assign their rights in such patent application to University without providing University prior notification of such filing..

4.2.3. University's Independent Patent Filings. At its sole expense, University may file, prosecute or maintain Licensed Patents in any country in which Company has not requested University to file, prosecute or maintain such Licensed Patents in accordance with this Article 4 "Applications and Patents" and those applications and resultant patents will not be subject to this Agreement.

4.2.4. No Limitation on University's Right to Prosecute Patents. No provision of this Agreement limits, conditions, or otherwise affects University's right to prosecute Licensed Patents in any country, except as expressly provided herein.

4.3. Maintenance of Licensed Patents. Subject to Company's compliance with Section A4 "Patent Cost Reimbursement" of attached Exhibit A "Patent License Schedule", University shall take all commercially reasonable steps to cause each Licensed Patent to remain or be valid and subsisting.

4.4. Ownership of the Licensed Patents. No provision of this Agreement grants Company any rights, titles, or interests (except for the grant of license in Subsections 3.1.1 "License Grant for Group 1 Licensed Patents", 3.1.2 "License Grant for Group 2 Licensed Patents" and 3.1.3 "License Grant for Group 3 Licensed Patents" of this Agreement) in the Licensed Patents, notwithstanding Company's payment of all or any portion of the patent prosecution, maintenance, and related costs.

5. Commercialization.

5.1. Commercialization and Performance Milestones. Company shall use its commercially reasonable efforts, consistent with sound and reasonable business practices and judgment, to commercialize the inventions covered by the Licensed Patents and to make and sell Licensed Products as soon as practicable and to maximize sales thereof. ***

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5.2. Covenants Regarding the Manufacture of Licensed Products. Company hereby covenants and agrees that the manufacture, use, sale, or transfer of Licensed Products will comply with all applicable federal and state laws, including all federal export laws and regulations. Company hereby further covenants and agrees that, to the extent required by 35 United States Code Section 204, it shall, and it shall cause each Sublicensee, to substantially manufacture in the United States of America all products embodying or produced through the use of an invention that is subject to the rights of the federal government of the United States of America.

5.3. Commercialization Reports. Throughout the term of this Agreement and within *** of the *** , Company shall deliver to University written reports of Company's and Sublicensees' efforts and plans to commercialize the inventions covered by the Licensed Patents and to make, have made on its behalf, use, offer to sell or sell, offer to lease or lease, import, or

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otherwise offer to dispose or dispose of Licensed Products. Company shall not be obligated to prepare such commercialization reports in years Company or Sublicensee delivers to University a written sales report under Section 6.4 "Sales Reports" and will resume if sales of Licensed Products ceases. In relation to each of the performance milestones described in Section A2 "Performance Milestones" of attached Exhibit A "Patent License Schedule", each commercialization report will include sufficient information to demonstrate compliance of those performance milestones and will set out timeframes and plans for those which have not yet been met. Company shall also include a current capitalization chart to indicate the number of Shares University owns in Company, and total number of Shares and Fully Diluted Shares.

5.4. Use of University's Name and Trademarks or the Names of University Faculty, Staff, or Students. No provision of this Agreement grants Company or Sublicensee any right or license to use the name or trademarks of University or the names or identities of any member of the faculty, staff, or student body of University. Company shall not use, and shall not permit a Sublicensee to use, any such trademarks, names, or identities without University's and, as the case may be, such member's prior written approval.

6. Payments, Reimbursements, Reports, and Records.

6.1. Payments. Company shall deliver to University the payments specified in Sections A3 "Payments" and A4 "Patent Cost Reimbursement" of attached Exhibit A "Patent License Schedule". Company shall make such payments by check, wire transfer, or any other mutually agreed-upon and generally accepted method of payment. All checks to University will be made payable to "University of Washington" and will be mailed to the address specified in Article 21 "Notices" of this Agreement and will include the University agreement number 34243A. Upon request, University shall deliver to Company written wire transfer instructions.

6.2. Currency and Checks. All computations and payments made under this Agreement will be in United States dollars. The exchange rate for the currency into dollars as reported in the *Wall Street Journal* (Western Edition) as the New York foreign exchange mid-range rate on the last business day of the month in which the transaction was entered into will be used for determining the dollar value of transactions conducted in non-United States dollar currencies.

6.3. Late Payments. University may charge Company a late fee for all amounts owed to University that are overdue by 30 days or more. The late fee will be computed as *** plus ***%, compounded monthly, as set forth by *The Wall Street Journal* (Western edition) of the outstanding, unpaid balance. The payment of a late fee will not foreclose or limit University from exercising any other rights it may have as a consequence of the lateness of any payment.

6.4. Sales Reports. Within 30 days after the last day of each calendar quarter commencing the calendar quarter after Company effects its first commercial sale of a Licensed Product and during the term of this Agreement, Company shall deliver to University a written sales report (a copy of the form of which is attached as Exhibit B "Royalty Report Form") recounting the number and Net Sales (expressed in U. S. dollars) of all sales, leases, or other dispositions of Licensed Products, whether made by Company or a Sublicensee, during such calendar quarter. Included in each sales report will be the name of each Distributor, and the number and type of Licensed Product sold, leased, or otherwise provided to such Distributor. Company shall deliver such written report to University even if Company is not required hereunder to pay to University a payment for sales, leases, or other dispositions of Licensed Products during the calendar quarter.

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6.5. Records Retention and Audit Rights.

6.5.1. Records Retained. Throughout the term of this Agreement and for 5 years thereafter, Company, at its expense, shall keep and maintain and shall cause each Sublicensee to keep and maintain complete and accurate records of all sales, leases, and other dispositions of Licensed Products during the term of this Agreement and all other records related to this Agreement.

6.5.2. Auditing Rights. Company shall permit, at the request of University, one or more accountants selected exclusively by the University ("Accountants") to have access to Company's records and books of account pertaining to this Agreement, but not more than once per calendar year. Accountants' access will be during ordinary working hours to audit Company's records for any payment period ending prior to such request, the correctness of any report or payment made under this Agreement, or to obtain information as to the payments due for any period in the case of failure of Company to report or make payment pursuant to the terms of this Agreement or to verify Company's compliance with its payment obligations hereunder. Company shall cause each Sublicensee that manufactures, sells, leases, or otherwise disposes of Licensed Products on behalf of Company to grant University the right to inspect and audit Sublicensee's records.

6.5.3. Scope of Disclosure. Accountants shall not disclose to University any information relating to the business of Company except that which is necessary to inform University of: (i) the accuracy or inaccuracy of Company's reports and payments; (ii) compliance or noncompliance by Company with the terms and conditions of this Agreement; and (iii) the extent of any inaccuracy or noncompliance.

6.5.4. Accountant Copies. If Accountants believe there is an inaccuracy in any of Company's payments or noncompliance by Company with any terms and

conditions, Accountants shall have the right to make and retain copies (including photocopies) of any pertinent portions of the records and books of account.

6.5.5. Costs of Audit. If Company's royalties calculated for any calendar year quarterly period are under-reported by more than 5%, the costs of any audit and review initiated by University will be borne by Company; otherwise, University shall bear the costs of any audit initiated by University.

7. Infringement.

7.1. Third-Party Infringement of a Licensed Patent.

7.1.1. Notice of Third Party's Infringement. If a Party learns of substantial, credible evidence that a Third Party is infringing a Licensed Patent in the Field of Use in the Territory, that Party will promptly deliver written notice of the possible infringement to the other Party, describing in detail all relevant information to which that Party has access or control suggesting infringement of the Licensed Patent.

7.1.1. Company's First Right to Settle. During the term of this Agreement, Company has the first right to respond to, defend, and prosecute in its own name and at its own expense actions or suits relating to exclusively Licensed Patents. To enjoy said first right, Company must initiate bona fide action to respond to any alleged infringement within 90 days of learning of said infringement. If required by law, University agrees to be joined as a party plaintiff; provided that Company must notify University at least 10 days before filing suit and provided that Company shall reimburse

University for all reasonable legal fees and costs incident thereto. Company shall not settle any suits or actions in any manner relating to the Licensed Patents without obtaining the prior written consent of University. University will work with Company and Third Party Co-Licensee to determine the best course of action for dealing with infringement of Group 2 Licensed Patents.

7.1.1.1. Distribution of Proceeds from Settlement. Out of any proceeds from any settlement for infringement of Licensed Patents led by Company, Company is allowed to first recover its reasonable attorney's fees and other out-of-pocket expenses directly related to any action, suit, or settlement for infringement of Licensed Patents. Any remaining proceeds will be distributed as follows: Company shall retain ***% and shall distribute ***% to University. Any payment by an alleged infringer that constitutes consideration for Net Sales of infringing product, however, will be handled according to the payment provisions of Article 6 "Payments, Reimbursements, Reports, and Records" and Section A3.1 "Running Royalty Payments" of Exhibit A "Patent License Schedule". Any payment by an alleged infringer that constitutes consideration for the grant of a Sublicense will be handled according to Section A3.8 "Sublicensing Consideration" of Exhibit A "Patent License Schedule".

7.1.1.2. Limitation on Infringement Actions. Excluded from the rights granted herein is the right to bring an infringement action against any inventor or their present or future not-for-profit employers, for infringement of the Licensed Patents in carrying out not-for-profit research.

7.1.2. University Right to Institute Action. If Company has first right to pursue infringers and fails, within 90 days of learning of an alleged infringement, to secure cessation of the infringement, institute suit against the infringer, or to provide to University satisfactory evidence that Company is engaged in bona fide negotiations for the acceptance by infringer of a Sublicense in and to relevant patents in Licensed Patents for the Field of Use, then University may, upon written notice to Company, assume full right and responsibility to secure cessation of the infringement, institute suit against the infringer, or secure acceptance of a Sublicense by Company from the alleged infringer in and to relevant patents in Licensed Patents. Such license shall not be subject to Company's approval. If University, in accordance with the terms and conditions of this Agreement, chooses to institute suit against an alleged infringer, University may bring such suit in its own name (or, if required by law, in its and Company's name) and at its own expense, and Company shall, but at University's expense for Company's direct associated expenses, fully and promptly cooperate and assist University in connection with any such suit. All license fees, royalties, damages, awards, or settlement proceeds arising from a University-initiated action will be solely for the account of University.

7.1.3. No Obligation to Institute Action. Neither Company nor University is obligated under this Agreement to institute or prosecute a suit against any alleged infringer of Licensed Patents.

8. Patent Validity.

8.1. Notice and Investigation of Third Party Challenges. If any Third Party challenges the validity or enforceability of any of the Licensed Patents, the Party having such information shall immediately notify the other Party.

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8.2. Tender to University of Third Party Actions. In the event of Third Party legal action challenging the validity or enforceability of any of the Licensed Patents, University, at its sole discretion, shall have the right to assume and control the sole defense of the claim at University's expense. If University opts not to assume and control the sole defense of the claim within 30 days after becoming aware of challenge, Company shall have the right to assume the defense of the claim at its own expense. Company shall not settle any suits or actions in any manner relating to the Licensed Patents without obtaining the prior written consent of University.

8.3. Enforceability of Licensed Patents. Notwithstanding challenge by any Third Party, any Licensed Patent will be enforceable under this Agreement until such Licensed Patent is determined to be invalid.

9. Termination.

9.1. By University.

9.1.1. Breach by Company. If Company breaches or fails to perform one or more of its material duties under this Agreement, University may deliver to Company a written notice of default. University may terminate this Agreement by delivering to Company a written notice of termination if the default has not cured in full within 60 days of the delivery to Company of the notice of default.

9.1.2. Events of Default. University may terminate this Agreement by delivering to Company a written notice of termination at least 10 days prior to the date of termination if Company (i) becomes insolvent; (ii) voluntarily files or has filed against it a petition under applicable bankruptcy or insolvency laws that Company fails to have released within 30 days after filing; (iii) proposes any dissolution, composition, or financial reorganization with creditors or if a receiver, trustee, custodian, or similar agent is appointed; (iv) makes a general assignment for the benefit of creditors; or (v) if Company challenges the validity of the Licensed Patents.

9.2. By Company. Company may terminate this Agreement at any time by delivering to University a written notice of termination at least 60 days prior to the effective date of termination.

9.3. Effect of Termination.

9.3.1. License Terminated. After termination of this Agreement, Company shall destroy Licensed Materials, and Company shall not make, have made, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products.

9.3.2. Final Report to University. Within 60 days after the end of the calendar quarter following the expiration or termination of this Agreement, Company shall submit a final report to University. Any payments, including those incurred but not yet paid (such as the pro-rata minimum annual royalty, and those related to patent expense incurred as of the date of termination but not yet paid), due to University shall become immediately due and payable upon termination or expiration.

9.3.3. Termination of Sublicenses. At any time within 30 days following termination of this Agreement, a Sublicensee may notify University that it wishes to enter into a direct license with University in order to retain its rights to the Licensed Patents and/or Licensed Materials granted to it

under its Sublicense (such 30-day period following termination, the "Initial Notice Period"). Following receipt of such notice, University and Sublicensee shall enter into a license agreement the terms of which shall be substantially similar to the terms of this Agreement; and the scope of such direct license, the licensed territory or the duration of the license grant shall be comparable to the corresponding terms granted by the Company to such Sublicensee; provided that such Sublicensee will be granted at least the same scope of rights as it obtained from Company under its Sublicense. For the sake of clarity, the financial terms, including without limitation, the running royalty rate and milestone payments, shall be identical to the corresponding financial terms set forth in this Agreement. Notwithstanding the foregoing, each Sublicensee's right to enter into such direct license shall be conditioned upon:

9.3.3.1. Written Notification to University. Such Sublicensee informing University in writing, pursuant to Article 21 "Notices", that it wishes to enter into such direct license with University, within the Initial Notice Period;

9.3.3.2. Sublicensee Good Standing. Such Sublicensee being in good standing with Company under its Sublicense, and such Sublicense not being the subject of a dispute between Sublicensee and Company, or between Company and University under this Agreement;

9.3.3.3. Valid Sublicense. Such Sublicense having been validly entered into by Company and Sublicensee pursuant to the terms of Section 3.1.5 "Sublicenses";

9.3.3.4. Sublicensee Certification that Conditions Satisfied. Such Sublicensee using reasonable efforts to certify or otherwise demonstrate that the conditions set forth in subsections 9.3.3.1 "Written Notification to University", 9.3.3.2 "Sublicensee Good Standing", and 9.3.3.3 "Valid Sublicense" have been met within 30 days of expiration of the Initial Notice Period (or within such longer period of time as University agrees is reasonable under the circumstances, based on the nature and extent of any documentation reasonably requested by University); and

9.3.3.5. Time Limitations. Such negotiations for a direct license not exceeding 90 days from the end of the 30-day (or longer, if applicable) period described in subsection 9.3.3.4 "Sublicensee Certification that Conditions Satisfied" (subject to extension of said 90-day period by mutual written agreement of University and Sublicensee).

University may, at its sole discretion, waive any of these requirements. If all of the conditions set forth in this Section 9.3.3 "Termination of Sublicenses" are met, then Sublicensee will be granted such direct license by University. If any condition set forth in this Section 9.3.3 "Termination of Sublicenses" is not met, then after expiration of any time period granted to Sublicensee with respect to meeting such condition (for example and to the extent applicable, the Initial Notice Period and/or the periods described in Subsections 9.3.3.4 "Sublicensee Certification that Conditions Satisfied" and 9.3.3.5 "Time Limitations"), Sublicensee shall not make, have made, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products and University shall be free to license or not license Licensed Patents to such Sublicensee according to its sole discretion.

10. Release, Indemnification, and Insurance.

10.1. Company's Release. For itself and its employees, Company hereby releases University and its regents, employees, and agents forever from any suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses) relating to or arising out of (i) the manufacture, use, lease, sale, or other disposition of a Licensed Product or Licensed Material; or (ii) the assigning or sublicensing of Company's rights under this Agreement.

10.2. Company's Indemnification. Throughout the term of this Agreement and thereafter, Company shall indemnify, defend, and hold University and its regents, employees, and agents harmless from all suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses), relating to or arising out of the manufacture, use, lease, sale, or other disposition of a Licensed Product or Licensed Materials, including, without limitation, personal injury, property damage, breach of contract and warranty and products-liability claims relating to a Licensed Product or Licensed Materials and claims brought by a Sublicensee.

10.3. Company's Insurance.

10.3.1. General Insurance Requirement. Throughout the term of this Agreement, or during such period as the Parties shall agree in writing, Company shall maintain, and shall cause each Sublicensee to maintain, in full force and effect commercial general liability (CGL) insurance, with single claim limits consistent with industry standards. Such insurance policy will include coverage for claims that may be asserted by University against Company under section 10.2 "Company's Indemnification". Such insurance policy must name the Board of Regents of the University of Washington as an additional insured and will require the insurer to deliver written notice to University at the address set forth in Article 21 "Notices" of this Agreement, at least 45 days prior to the termination of the policy. Company shall deliver to University a copy of the certificate of insurance for such policy.

10.3.2. Clinical Trial Liability Insurance. Within 30 days prior to the initiation of human clinical trials with respect to Licensed Products, Company shall provide to University certificates evidencing the existence and amount of clinical trials liability insurance. Company shall issue irrevocable instructions to its insurance agent and to the issuing insurance company to notify University of any discontinuance or lapse of such insurance not less than 45 days prior to the time that any such discontinuance is due to become effective. Company shall provide University a copy of such instructions upon their transmittal to the insurance agent and issuing insurance company. Company shall further provide University, at least annually, proof of continued coverage.

11. Warranties.

11.1. Authority. Each Party represents and warrants to the other Party that it has full corporate power and authority to execute, deliver, and perform this Agreement,

and that no other corporate proceedings by such Party are necessary to authorize the Party's execution or delivery of this Agreement.

11.2 University Representation and Warranty. University represents and warrants that:

11.2.1 it has sufficient rights, title and interests of the Licensed Patents and Licensed Materials to grant the licenses to Company as purported to be granted pursuant to this Agreement

11.2.2 Joint Owner has agreed to allow University to license University's rights in co-owned Licensed Patents with a scope and territory as described in this Agreement.

11.2.

11.3. Disclaimers**.**

11.3.1. General Disclaimers. **EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 11.1 "Authority" OF THIS AGREEMENT, UNIVERSITY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, CONCERNING EACH LICENSED PATENT AND EACH LICENSED PRODUCT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

11.3.2. Patent Disclaimers. University expressly disclaims any warranties concerning and makes no representations:

11.3.2.1. Patent Issuance. That the Licensed Patents will be approved or will issue;

11.3.2.2. Licensed Patent Validity/Scope. Concerning the validity or scope of any Licensed Patent; or

11.3.2.3. Non-Infringement. That the manufacture, use, sale, lease or other disposition of a Licensed Product or Licensed Material will not infringe a Third Party's patent or violate a Third Party's intellectual property rights.

12. Damages.

12.1. Remedy Limitation. **EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR (I) PERSONAL INJURY OR PROPERTY DAMAGES ARISING IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED IN THIS AGREEMENT AND (II) AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, INVENTORY LOSS, WORK STOPPAGE, LOST DATA OR ANY OTHER RELIANCE OR EXPECTANCY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND.**

12.2. Damage Cap. **IN NO EVENT WILL UNIVERSITY'S TOTAL LIABILITY FOR THE BREACH OR NONPERFORMANCE OF THIS AGREEMENT EXCEED *** . THIS LIMITATION WILL APPLY TO CONTRACT, TORT, AND ANY OTHER CLAIM OF WHATEVER NATURE.**

13. Amendment and Waiver.

This Agreement may be amended from time to time only by a written instrument signed by the Parties. No term or provision of this Agreement will be waived and no breach excused unless such waiver or consent will be in writing and signed by the Party claimed to have waived or consented. No waiver of a breach will be deemed to be a waiver of a different or subsequent breach.

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

14. Assignment.

The rights and licenses granted by University in this Agreement are personal to Company and Company shall not assign its interest or delegate its duties under this Agreement without the written consent of University; any such assignment or delegation made without written consent of University will not release Company from its obligations under this Agreement. The preceding sentence notwithstanding, Company, without the prior approval of University, may assign all, but no less than all, its rights and delegate all, but no less than all, its duties under this Agreement to a Third Party provided that:

(i) the assignment is made to such Third Party as a part of and in connection with (a) the sale by Company of all but no less than all of its assets to the Third Party, (b) the sale, transfer, or exchange by the shareholders, partners, or equity owners of Company of a majority interest in Company to the Third Party, or (c) the merger of Company into the Third Party (each of the events described in part (a), (b) or (c) of this paragraph, an "Acquisition"),

(ii) Company obtains from such Third Party written agreement to honor all obligations under this Agreement accrued by Company before Acquisition and all obligations under this Agreement to accrue by such Third Party assignee after Acquisition, including any and all financial obligations, and

(iii) no later than 10 days after the close of the transaction pursuant to which such Acquisition is made, Company shall provide written notice to University of the Acquisition, as well as a substitution of parties document, in which such Third Party assignee assumes responsibility for all of Company's outstanding and future obligations relating to this Agreement. Any assignment made in violation of this Article will be void and will, without further act, cause the immediate termination of this Agreement, effective retroactively to the date of the Acquisition.

This Agreement will inure to the benefit of Company and University and their respective permitted assignees and trustees.

15. Confidentiality.

15.1. Form of transfer. Confidential Information may be conveyed in tangible or intangible form. Disclosing Party must clearly mark its Confidential Information "confidential." If disclosing Party communicates Confidential Information in non-written form, it shall reduce such communications to writing, clearly mark it "confidential",

and provide a copy to receiving Party within 30 days of original communication at the address in Article 21 "Notices".

15.2. No Unauthorized Disclosure of Confidential Information. Beginning on the Effective Date and continuing throughout the term of this Agreement and thereafter for a period of 5 years, receiving Party shall not disclose or otherwise make known or available to any Third Party any disclosing Party Confidential Information, without the express prior written consent of disclosing Party. Notwithstanding the foregoing, receiving Party shall be permitted to disclose disclosing Party Confidential Information to (i) actual or potential investors, lenders, consultants, collaborators, Sublicensees, or development partners, which disclosure will be made under conditions of confidentiality and limited use and (ii) its attorney or agent as reasonably required. In no event shall receiving Party incorporate or otherwise use disclosing Party's Confidential Information in connection with any patent application filed by or on behalf of receiving Party. Receiving Party shall restrict the use of disclosing Party's Confidential Information exclusively to the terms of this Agreement. Receiving Party shall use reasonable procedures

to safeguard disclosing Party's Confidential Information. In the case where Company is the receiving Party, Company's confidentiality obligations will also apply equally to Sublicensees.

15.3. Access to University Information. University is an agency of the state of Washington and is subject to the Washington Public Records Act, RCW 42.56 et seq., ("Act"), and no obligation assumed by University under this Agreement shall be deemed to be inconsistent with University's obligations as defined under the Act and as interpreted by University in its sole discretion. If University receives a request for public records under the Act for documents containing Company Confidential Information, and if University concludes that the documents are not otherwise exempt from public disclosure, University will provide Company notice of the request before releasing such documents. Such notice will be provided in a timely manner to afford Company sufficient time to review such documents and/or seek a protective order, at Company's expense utilizing the procedures described in RCW 42.56.540. University shall have no obligation to protect Company Confidential Information from disclosure in response to a request for public records.

15.4. Disclosure as Required by Law. Either Party shall have the right to disclose the other Party's Confidential Information as required by law or valid court order, provided that such Party shall inform the Party who owns such Confidential Information prior to such disclosure and shall limit the scope and recipient of disclosure to the extent required by such law or court order.

16. Consent and Approvals.

Except as otherwise expressly provided, all consents or approvals required under the terms of this Agreement must be in writing and will not be unreasonably withheld or delayed.

17. Construction.

The headings preceding and labeling the sections of this Agreement are for the purpose of identification only and will not in any event be employed or used for the purpose of construction or interpretation of any portion of this Agreement. As used herein and where necessary, the singular includes the plural and vice versa, and masculine, feminine, and neuter expressions are interchangeable.

18. Enforceability.

If a court of competent jurisdiction adjudges a provision of this Agreement unenforceable, invalid, or void, such determination will not impair the enforceability of any of the remaining provisions hereof and the provisions will remain in full force and effect.

19. No Third-Party Beneficiaries.

No provision of this Agreement, express or implied, confers upon any person other than the Parties to this Agreement any rights, remedies, obligations, or liabilities hereunder. No Sublicensee shall have a right to enforce or seek damages under this Agreement.

20. Language.

Unless otherwise expressly provided in this Agreement, all notices, reports, and other documents and instruments that a Party hereto elects or is required by the terms of this Agreement to deliver to the other Party hereto will be in English.

21. Notices.

All notices, requests, and other communications that a Party is required or elects to deliver will be in writing and will be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other Party at its address set forth below or to another address as a Party may designate by notice given pursuant to this article:

If to University:
UW Center for Commercialization
ATTN: Director, Technology Licensing
4311 11th Avenue NE, Suite 500
Seattle, WA 98105-4608
Facsimile No.: 206-685-4767

If to Company:
Attn: Claudia Mitchell, CEO
Universal Cells, Inc
2219 East Howe St
Seattle, WA 98112
Facsimile No.: 425-242-0469
E-mail: ***

22. Patent Marking.

Company shall mark all material forms of Licensed Product(s) or packaging pertaining thereto made and sold by Company in the United States with patent marking conforming to 35 U.S.C. §287(a), as amended from time to time. Such marking shall further identify the pendency of any United States patent application and/or any issued United States or foreign patent forming any part of the Licensed Patents. All Licensed Product(s) shipped to or sold in other countries will be marked in such a manner as to provide notice to potential infringers pursuant to the patent law and practice of the country of manufacture or sale.

23. Publicity.

University shall have the right to report in its customary publications and presentations that University and Company have entered into a license agreement for the technology covered by the Licensed Patents and University may use Company logos in such publications and presentations provided that University does not modify Company's logos and does not through such use imply any endorsement by Company of University.

The Parties will cooperate with one another to review and respond to any press release or similar communication proposed by the other Party regarding the non-confidential subject matter of this Agreement. The specific content and timing of such press releases or similar communication is subject to mutual agreement by the Parties, which will not be unreasonably withheld. Further, University and Company shall issue a joint press release regarding this Agreement, subject to both Party's review and approval of the specific content thereof, and such press release shall include specific mention of the contributions of University personnel and University in developing the technology in a prominent portion of the press release. Company shall provide University with appropriate quotes for

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such press release. University may post the press release in digital and print publications as well as on University's own website.

24. Relationship of Parties.

In entering into, and performing their duties under, this Agreement, the Parties are acting as independent contractors and independent employers. No provision of this Agreement shall create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. No Party shall have the authority to act for or bind the other Party in any respect.

25. Relationship with Principal Investigator.

Company acknowledges that Principal Investigator is employed by University and has certain pre-existing obligations to University, including obligations with respect to disclosure and ownership of intellectual property and obligations arising from sponsored research agreements between University and Third Parties. Accordingly, Company agrees that to the extent that any consulting agreement is inconsistent with any of Principal Investigator's obligations to University, including the reporting of all inventions developed while employed by University (regardless of where arising) and including contractual obligations arising under any sponsored research agreements between University and Third Parties, then Principal Investigator's obligations to University shall prevail and to such extent any inconsistent provisions of this consulting agreement shall be deemed inapplicable and unenforceable.

26. Security Interest.

In no event shall Company grant, or permit any person to assert or perfect, a security interest in Licensed Patents or in Company's rights under this Agreement.

27. Survival.

Immediately upon the termination or expiration of this Agreement all Company's rights under this Agreement will terminate; provided, however, Company's obligations that have accrued prior to the effective date of termination or expiration of this Agreement (*e.g*., the obligation to report and make payments on sales, leases, or dispositions of Licensed Products and to reimburse University for costs) and the obligations specified in Sections 6.1 "Payments" and 6.4 "Sales Reports" will survive. The obligations and rights set forth in Sections 6.5 "Records Retention and Audit Rights" and 9.3 "Effect of Termination" and Articles 10 "Release, Indemnification, and Insurance", 11 "Warranties", 12 "Damages", 15 "Confidentiality", 29 "Applicable Law" and 30 "Forum Selection" will survive the termination or expiration of this Agreement.

28. Collection Costs and Attorneys' Fees.

If a Party fails to perform an obligation or otherwise breaches one or more of the terms of this Agreement, the other Party may recover from the non-performing breaching Party all its costs (including actual attorneys' and investigative fees) to enforce the terms of this Agreement.

29. Applicable Law.

The internal laws of the state of Washington will govern the validity, construction, and enforceability of this Agreement, without giving effect to the conflict of laws principles thereof.

30. Forum Selection.

A suit, claim, or other action to enforce the terms of this Agreement will be brought exclusively in the state and federal courts of King County, Washington. Company hereby submits to the jurisdiction of that court and waives any objections it may have to that court asserting jurisdiction over Company or its assets and property.

31. Entire Agreement.

This Agreement (including all attachments, exhibits, and amendments) is the final and complete understanding between the Parties concerning licensing the Licensed Patents. This Agreement supersedes any and all prior or contemporaneous negotiations, representations, and agreements, whether written or oral, concerning the Licensed Patents. This Agreement may not be modified in any manner, except by written agreement signed by an authorized representative of both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives.

University of Washington		**Universal Cells**	
By:	/s/ Fiona White	By:	/s/ Claudia Mitchell

Name:	Fiona White, Ph.D. MBA	Name:	Claudia Mitchell
Title:	Director of Technology Licensing	Title:	CEO
Date:	06/27/14	Date:	06/27/14

Exhibit A

Patent License Schedule

A1. Licensed Patents:

A1.1 **Group 1 Licensed Patents: Non-exclusive grant**

UW#	IP#	Short Title	Status	Application Number	Filing Date	Grant
41571	41571.01US2	AAV Isolates and AAV Vectors	Issued/Granted	08/873,168	6/11/1997	Non-exclusive

A1.2 **Group 2 Licensed Patents**

UW#	IP#	Short Title	Status	Application Number	Filing Date	Grant
41754	41754.01US1	Targeted Gene Modification by Parvoviral Vectors	Converted	60/044,789	4/24/1997	Group 2 Licensed Patents Scope
	41754.02WO2	Targeted Gene Modification by Parvoviral Vectors	Nationalized	PCT/US98/07964	4/20/1998	
	41754.03US1	Targeted Gene Modification by Parvoviral Vectors	Converted	60/106,191	10/28/1998	
	41754.04AU2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	72521/98	4/20/1998	
	41754.05CA2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	2,289,277	4/20/1998	
	41754.06EP2	Targeted Gene Modification by Parvoviral Vectors	Validated	98919818.9	4/20/1998	
	41754.10WO2	Targeted Gene Modification by Parvoviral Vectors	Nationalized	PCT/US99/25462	10/27/1999	
	41754.18US4	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	10/423,604	4/24/2003	
	41754.20FR2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	4/20/1998	
	41754.21DE2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	4/20/1998	
	41754.22CH2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	4/20/1998	
	41754.23IE2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	4/20/1998	
	41754.24GB2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	4/20/1998	
	41754.25US5	Targeted Gene Modification by Parvoviral Vectors	Pending	13/114,117	5/24/2011	
	41754.26CA3	Targeted Gene Modification by Parvoviral Vectors	Pending	2,797,661	4/20/1998	
45039	45039.01GB2	Methods for Improving the Efficiency of Gene Targeting	Pending	1301125.9	1/22/2013	Jointly owned with third party
	45039.02WO2	Methods for Improving the Efficiency of Gene Targeting	Pending	PCT/GB2014/050173	1/22/2014	Jointly owned with third party

A1.3 **Group 3 Licensed Patents**

UW#	IP#	Short Title	Status	Application Number	Filing Date	Grant
43950	43950.01US1	HLA Homozygous Cells and Methods of Use Thereof	Converted	60/905,966	3/9/2007	Exclusive all fields
	43950.02US2	HLA Homozygous Cells and Methods of Use Thereof	Issued/Granted	12/044,471	3/7/2008	
	43950.03US4	HLA Homozygous Cells	Issued/Granted	13/333,010	12/21/2011	
45038	N/A	***	Not Filed Yet	N/A	N/A	
45365	45365.01US1	B2M-deficient human cells	Converted	61/477,474	4/20/2011	Exclusive all fields
	45365.02WO2	B2M-deficient human cells	Nationalized	PCT/US2012/034051	4/18/2012	
	45365.03US2	B2M-deficient human cells	Pending	14/111,837	10/15/2013	
	45365.04CA2	B2M-deficient human cells	Pending	2,833,173	4/18/2012	
	45365.05EP2	B2M-deficient human cells	Pending	12720040.0	4/18/2012	
	45365.06JP2	B2M-deficient human cells	Pending	Not available	4/18/2012	
45826	45826.01US1	HLA Class II Deficient Cells	Converted	61/625,314	4/17/2012	Exclusive all fields
	45826.02WO2	HLA Class II Deficient Cells	Pending	PCT/US2013/032058	3/15/2013	

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46825	46825.01US1	Controlling stem cell potential	Pending	62/012,539	6/16/2014	
46826	N/A	***	Not Filed Yet	N/A	N/A	
46895	N/A	***	Not Filed Yet	N/A	N/A	

Licensed Patents includes University rights in any patent application that may be filed by University solely on the technology specified in invention disclosures listed above where the patent status is "Not Yet Filed"

A2. Performance Milestones (Section 5.1 "Commercialization and Performance Milestones"): Company shall meet the following performance milestones:

A2.1 ***

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A2.2 ***

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A2.3 ***

A2.4 ***

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A2.5 Company shall, throughout the life of the Agreement, engage in good faith negotiations and efforts to enter into Sublicenses with interested Third Parties.

A3. Payments (Section 6.1 "Payments"):

A3.1 Running Royalty Payments. For the term of this Agreement, Company shall pay to University a percentage of quarterly Net Sales as a running royalty payment according to the schedule below. Such running royalty payments will be due within 30 days after the last day of each calendar quarter.

A3.1.1. Company shall pay University ***% of Net Sales for Licensed Products sold in Product Family 1 or anything not in Product Family 2;

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A3.1.2. Company shall pay University the lesser of ***% of Net Sales of Sublicensee, or ***% of the amount Sublicensee pays Company on Net Sales, for Licensed Products sold in Product Family 2.

A3.2 Minimum Annual Royalties. Company shall pay minimum annual royalties for the term of this Agreement to be creditable against running royalty payments for the preceding calendar year on a non-cumulative basis and to be due in full and payable on January 31st of each year beginning on January 31st of the year following the third anniversary of the Effective Date and continuing during the term of this Agreement according to the following schedule:

A3.2.1. $*** on *** ;

A3.2.2. $*** on *** ;

A3.2.3. $*** on *** ; and

A3.2.4. $***on *** and each *** thereafter.

A3.2.5. If this Agreement is terminated prior to the payment of a minimum annual royalty in any given year the amount due for that minimum annual royalty payment will be prorated on the basis of the number of full quarters that have elapsed prior to termination since the last payment of a minimum annual royalty.

A3.3 Equity. In consideration for the rights granted to Company hereunder, Company shall within 30 days of the Effective Date issue to University, using the Stock Subscription Agreement attached hereto as Exhibit C "Subscription Agreement", Shares equal to *** as of the Effective Date.

A3.3.1. Anti-Dilution Right. ***

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A3.4 Third Party Royalties. For Product Family 1, if Company is required to pay royalties to a Third Party based on Company's manufacture, use, or sale of Licensed Product subject to one or more patents of such Third Party then the royalty Company pays to University may be reduced by ***% of the royalty actually paid to the Third Party provided that use of any Third Party patent is required for such manufacture, use, or sale of Licensed Product, and provided that the royalty to the University shall not fall below half of what would otherwise be owed for such Licensed Product based on running royalty due for that Field. Such deduction is not applicable for Product Family 2 or any Licensed Products that are not Product Family 1.

A3.5 Sublicensing Consideration. Within *** days of the end of every *** (ie. *** per ***) during the term of this Agreement, Company shall pay to University a percentage of all Sublicensing Consideration received by Company during such calendar quarter as set out below. A reduction of the percentage of Sublicensing Consideration payable to University under this Agreement will be negotiated in good faith between the Parties where, in addition to the Sublicense of any rights granted to Company hereunder, Company also grants Sublicensee a license under a Third Party's intellectual property rights, which license is necessary for Sublicensee to manufacture, have manufactured , use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or

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dispose of Licensed Product(s) without infringing such Third Party's intellectual property rights provided, and only to the extent that the total aggregate consideration for such combined license is treated as Sublicensing Consideration.

A3.5.1. ***

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A3.5.2. ***

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A3.5.3. ***

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A3.5.4. ***

A3.5.5. ***

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A3.5.6. ***

A3.5.7. Company and University will negotiate in good faith whether to waive the requirement that the milestone be reached prior to execution to the Sublicense to reduce the percentage due to University where Company provides information satisfactory to University to demonstrate Company is a necessary and integral partner in development of such Licensed Product with Sublicensee, and contributed significantly to meeting the Sublicensing Consideration reducing milestone.

A3.6 Acquisition Fee. Within *** days of any assignment of rights granted to Company under this Agreement, Company shall pay to University ***% of any Acquisition consideration received by Company, provided this amount will be decreased according to the following schedule provided the Acquisition is executed after the milestone has been met for each level:

A3.6.1. ***% after Company has executed at least one revenue generating Sublicense or partnership agreement for the Licensed Patents.

A3.6.2. ***% after Company has raised at least $*** in dilutive funding.

A4. Patent Cost Reimbursement: Company shall pay, or reimburse University for paying, all Patent Expenses incurred prior to, on, or after the Effective Date according to the schedule below and within 30 days of its receipt of University's invoice for such Patent Expenses. University reserves the right to

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request advance payments for certain Patent Expenses, at University's discretion. The amount of Patent Expenses invoiced to University prior to the Effective Date is over US $***. For Licensed Patents licensed to more than one party, Company will pay a pro rata share of Patent Expenses based on the number of licensees for any given Licensed Patent.

A4.1 Company will begin paying ongoing Patent Expenses immediately following a Qualified Financing or the second anniversary of the Effective Date, whichever is sooner.

A4.2 Company will pay unreimbursed Patent Expenses, whether incurred prior to the Effective Date, or after the Effective Date but before either a Qualified Financing or the second anniversary of the Effective Date, in three equal installments, the first installment due immediately following a Qualified Financing or the second anniversary of the Effective date, whichever is sooner, the second installment due one year after the first installment, and the third installment due two years after the first installment.

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Exhibit B

Royalty Report Form

Date

Company Name & Address

License Number _____

Reporting Period: **Report Due Date:**

This report must be submitted regardless of whether royalties are owed.

Please do not leave any column blank. State all information requested below.

Product Description	Royalty Rate	Quantity/ Net Sales	Royalty Due

Report Completed by: _____ **Total Royalties Due:** _____

Telephone Number: _____

If you have questions please contact: _____

Please make check payable to: University of Washington

Exhibit C

SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT, dated the date indicated below on the signature page hereof, by and between the Company and the University. If and when accepted by the Company, this Subscription Agreement, when executed below, shall constitute a subscription for that number of shares of the Securities indicated on the attached Appendix A. All capitalized terms are defined on Appendix A.

INTENDING TO BE LEGALLY BOUND, and in consideration of the mutual representations, warranties, covenants and agreements contained herein, Company and University hereby agree as follows:

1. Representations and Warranties of the University. The University hereby represents and warrants to the Company as of the date of this Agreement as follows:

1.1 The University: (a) is an Accredited Investor as that term is defined in 17 CFR § 230.501(a); (b) has been furnished with all information deemed necessary by the University to evaluate the merits and risks of the Securities; (c) has had the opportunity to ask questions and receive answers concerning the Company and the Securities; and (d) has been given the opportunity to obtain any additional information necessary to verify the accuracy of any information obtained concerning the Company.

1.2 Ability to Bear Risk. The University is in a financial position to hold the Securities and is able to bear the economic risk and withstand a complete loss of the investment in the Securities.

1.3 Risk Factors. The University recognizes that the Securities as an investment involve an extremely high degree of risk. There can be no assurance that the Company will be able to meet its projected goals and the Company may need significant additional capital to be successful, which capital may not be readily available or available upon terms that are not substantially dilutive to the University. If provided, the University has reviewed the risk factors description provided by the Company.

1.4. Sophistication. The University is a sophisticated investor, is able to fend for itself in the transactions contemplated by this Agreement, and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment in the Securities.

1.5. Suitability. The investment in the Securities is suitable for the University based upon its investment objectives and financial needs, and the University has adequate net worth and means for providing for its current financial needs and contingencies and has no need for liquidity of investment with respect to the Securities.

1.6. Overall Commitment to Illiquid Investments. The University's overall commitment to investments which are illiquid or not readily marketable is not disproportionate to its net worth, and investment in the Securities will not cause such overall commitment to become excessive.

1.7. Restricted Securities. The University realizes that (i) none of the Securities have been registered under the Securities Act of 1933, as amended (the "Act"), (ii) the Securities are characterized under the Act as "restricted securities" and, therefore, cannot be sold or transferred unless they are subsequently registered under the Act or an exemption from such registration is available and (iii) there is presently no public market for the Securities and the University may not be able to liquidate his investment in the event of an emergency or pledge the Securities as collateral security for loans. In this connection, the University represents that it is familiar with Rule 144 promulgated under the Act, and understands the resale limitations imposed thereby and by the Act.

1.8. Exemption Reliance. The University has been advised that the Securities are not being registered under the Act or the applicable state securities laws but are being offered and sold pursuant to exemptions from such laws. The University understands that the Company's reliance on such exemptions is predicated in part upon the truth and accuracy of the University's representations in this Agreement. The University represents and warrants that the Securities are being purchased for its own account, for investment and without the intention of reselling, redistributing or transferring the same, that it has made no agreement with others regarding any of such Securities and that its financial condition is such that it is not likely that it will be necessary to dispose of any of such Securities in the foreseeable future.

2. Covenants. The University agrees that:

2.1. Transfer Restriction. The Securities for which the University hereby subscribes shall be assigned or transferred only in accordance with all applicable laws.

2.2. Disposition of Securities. The University shall in no event make any disposition of all or any portion of the Securities which it is purchasing unless and until:

a. There is then in effect a registration statement under the Act covering such proposed disposition and such disposition is made in accordance with said registration statement; or

b. (i) It shall have furnished the Company with an opinion of its own counsel to the effect that such disposition will not require registration of such shares under the Act, and (ii) such opinion of its counsel shall have been concurred in by counsel for the Company, such concurrence not to be unreasonably withheld or delayed, and the Company shall have advised the University of such concurrence; or

c. The transfer shall comply with the applicable requirements of Rule 144 as promulgated under the Securities Act of 1933, as amended, or is otherwise exempt from the registration requirements of such act.

2.3. No Revocation. The University may not cancel, terminate or revoke this subscription, and this subscription shall be binding upon its successors and assigns.

2.4 Execution of Related Documents. The University agrees to execute other customary, investment-related agreements as proposed by Company and executed by other investors in Company that contain solely one or more of the following provisions:

- General prohibition on transfer of the Securities

- Right of first refusal on proposed transfer
- Right of co-sale on proposed transfer
- "Tag along, drag along" rights (both must be included)
- Market "standoff" agreements up to 180 days following an initial public offering

provided, however, that such agreements do not discriminate against the University and do not contain any of the following provisions:

- Rights to repurchase Securities owned by the University
- Vesting requirements applicable to Securities owned by the University
- Indemnification obligations by the University
- Requirement to vote Securities owned by the University
- Penalties on the University, or limitations on the University's rights, as a result of the University's failure to make follow-on investments
- Any provision that would apply solely to the University (and not to all other persons who hold the same type and class of Securities as the University)
- Confidentiality restrictions or limitations that purport to prevent the University from complying with applicable open records requirements.

3. Intentionally Left Blank

4. Issuance of Stock Certificate. Company agrees to issue and deliver to the University at the Treasury Office address provided in Appendix A a duly-executed stock certificate promptly (and in any case within 30 days) following the execution of this Agreement.

5. Governing Law; Successors. The University agrees that this Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Washington, that the rights, powers and duties set forth herein shall be binding upon the University, its successors and assigns, and shall inure to the benefit of its successors and assigns.

THE INVESTOR HAS BEEN ADVISED, PRIOR TO ITS PURCHASE OF THE SECURITIES, THAT NEITHER THE OFFERING OF THE SECURITIES NOR ANY OFFERING MATERIALS HAVE BEEN REVIEWED BY ANY ADMINISTRATOR UNDER THE ACT OR ANY OTHER APPLICABLE SECURITIES ACT (THE "ACTS") AND THAT NONE OF THE SECURITIES HAVE BEEN REGISTERED UNDER ANY OF THE ACTS AND THEREFORE CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER THE ACTS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

SIGNATURE PAGE

The University has completed this Agreement as of the date indicated below and understands that this subscription is subject to acceptance by the Company.

UNIVERSITY OF WASHINGTON

By _____

Title _____

Dated _____

COMPANY:

_____

[Insert name of Company]

By _____

Title _____

Dated _____

Appendix A

Defined Terms:

The following terms shall be defined as follows for purposes of this Agreement:

The term "Agreement" means this Subscription Agreement, when executed by the University and the Company.

The term "Notice" means, with respect to the University, the information required by an applicable section delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other Party at its address set forth below or to another address as a Party may designate by notice given pursuant to this article.

The term "Securities" means *** of the [common stock, par value *** per share] [limited liability units] of the Company.

The term "Company" means Universal Cells Inc., a Washington C Corporation .

The term "University" means University of Washington, a public institution of higher education and an agency of the state of Washington, acting through its Center for Commercialization, Technology Licensing.

Address for Delivery of Stock Certificate:

Treasury Office
University of Washington
4311 — 11th Avenue NE, Suite 600
Seattle, WA 98105-4608

With a copy to:

UW Center for Commercialization
University of Washington
4311 — 11th Avenue NE, Suite 500
Seattle, WA 98105

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Exhibit D

Materials

Cell lines

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AAV Vector stocks

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AAV Plasmids

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Foamy Vectors and Plasmids

Foamy vectors

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Foamy helper plasmids

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Foamy backbones

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Foamy vector plasmids

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Foamy reprogramming plasmids

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Single chain construct plasmids

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Schedule 6 — Elf Licence

CONFIDENTIAL

NON-EXCLUSIVE LICENSE AGREEMENT

BETWEEN

UNIVERSAL CELLS

AND

UNIVERSITY OF WASHINGTON

FOR

NEW NAIVE HUMAN EMBRYONIC STEM CELL LINE - ELF1

UW **#45910**

UWC4C AGREEMENT 35628A

TABLE OF CONTENTS:

NON-EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is dated and effective as of the date of last signature ("Effective Date"), and is made by and between the University of Washington, a public institution of higher education and an agency of the state of Washington acting through its administrative offices at UW Center for Commercialization, 4311 Eleventh Avenue NE, Suite 500, Seattle, WA 98105 ("University"), and Universal Cells, a Corporation under the laws of the state of Washington ("Company"), agree as follows:

1. BACKGROUND

1.1 University has certain rights to Biological Material known as New naive human embryonic stem cell line - Elf1 (as defined in Section 2.1), developed in the laboratory of Dr. Carol Ware.

1.2 University desires to have Biological Material marketed at the earliest possible time in order that products resulting therefrom may be available for public use and benefit.

1.3 Company has previously entered into an exclusive license agreement with University for inventions and materials related to or useful for Adeno-associated virus (AAV)-mediated gene targeting and HLA engineering, UW Ref # 34243A on June 27, 2014 "Exclusive Agreement".

1.4 Company wishes to acquire a license to said Biological Material to make, use, and sell Licensed Product(s) in the Internal Research Field of Use and Product Field of Use.

2. DEFINITIONS

2.1 "Biological Material" means New naive human embryonic stem cell line - Elf1 (with a University Reference UW # 45910).

2.2 "Internal Research Field of Use" means internal research. Internal Research Field of Use specifically excludes any use which requires regulatory approval, including any in vitro and in vivo diagnostic or therapeutic applications.

2.3 "Product Field of Use" means in vivo therapeutics excluding any therapeutic agent for cardiac regeneration and cardiovascular disease.

2.4 "Licensed Product" means any product or good or service that is a Modification and is used, made by, made for, sold, transferred, offered for sale, imported or otherwise disposed of during the term of this Agreement..

2.5 "Licensed Territory" means worldwide.

2.6 "Modifications" means any derivatives or modifications of Biological Material that, but for the rights granted under Exclusive Agreement, would otherwise infringe a Valid Claim of Groups 2 and 3 Licensed Patents as defined in Exclusive Agreement as originally executed. Modifications generated at University and to be provided to Company are listed in Section A1 "UW Materials to be Delivered" in Exhibit A.

2.7 ***

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2.8 "Product Family 1" means Licensed Products in which Company receives no further consideration (including but not limited to royalties and/or commissions) beyond the price for the initial sale and limited to sales to end-users for research and development purposes. "Product Family 2" means Licensed Products that requires

regulatory approval, including any in vitro and in vivo diagnostic or therapeutic applications.

2.9 "Service Partner" means a legal entity that is a Third Party with whom Licensee has contracted to provide services within the Internal Research Field of Use and Product Field of Use. For clarity, a legal entity is only a Service Partner for so long as the definition remains true. If such entity terminates its contractual obligation with Licensee, it thereafter is an arm-length Third Party for the purposes of this Agreement.

2.10 "Sublicense" means the grant by Company to a Third Party of any license, option, first right to negotiate, or other right granted in the Licensed Products, in whole or in part. For the avoidance of doubt, any sale of a Licensed Product by Company or Sublicensee to an arm's length Third Party distributor ("Distributor") for resale of Licensed Product by the Distributor, and where Distributor has no other rights other than to resell Licensed Product, and for which resale Company and Sublicensees receive no further consideration (including but not limited to royalties and/or commissions) beyond the price for the initial sale to the Distributor shall be considered a sale, and shall not be a considered a Sublicense.

2.11 "Sublicensee" means a Third Party holding a Sublicense under the Modifications.

2.12 "Sublicensing Consideration" means all consideration, including but not limited to upfront fees, milestone payments, maintenance fees, non-cash consideration, and premiums over Fair Market Value of stock, but excluding royalties, payable by each Sublicensee for the grant of a Sublicense. *For avoidance of doubt, consideration paid to Company by Sublicensees for the performance of bona fide product development work, research work, clinical studies and regulatory approvals performed by Company, pursuant to and as supported by an express agreement including a performance plan and commensurate budget is not deemed to be Sublicensing Consideration.*

2.13 "Third-Party" means any individual or entity other than University and Company.

3. GRANT

3.1 University hereby grants, and Company accepts, a nonexclusive license to make and use Biological Material for Internal Research Field of Use only. Company shall not transfer Biological Material to any Third-Party, including Sublicencee(s) for any purpose.

3.2 University hereby grants, and Company accepts, a nonexclusive license in the (i) Product Field of Use and Licensed Territory to make, use, offer, and sell Licensed Product(s) for Product Family 2 and (ii) make, use, offer, and sell Licensed Products in the Internal Research Field of Use for Product Family 1.

3.3 Service Partners of Licensee. Licensee shall have the right to transfer Modifications to Service Partners working on behalf of Licensee solely for the purpose of carrying out services in direct connection with using the Modifications in the Internal Field of Use and Product Field of Use. Any such transfer of Modifications to such Service Partner shall be under a written agreement between Licensee and such Service Partner which (a) shall be in writing, (b) shall be subject to, subordinate to, and consistent with, the terms and conditions of this Agreement, (c) shall not adversely affect the rights of University or limit the obligations of Licensee under this Agreement, (d) shall contain terms substantially similar to those contained in this Agreement, and (e) shall expressly provide that the Service Partner has no rights to use the Modifications for any purpose other than to perform the services in direct connection with the Licensed Field of Use, and that such Service Partner shall not transfer the Modifications to any Third-Party. Licensee will be responsible for the performance of all Service Partner in compliance with all obligations of Licensee under this Agreement. For purposes of clarity, Company has no right to transfer Biological Material to Service Partners.

3.4 Sublicenses. Company has the right, exercisable from time to time during the term of this Agreement, to Sublicense its rights in the Product Field of Use granted in Paragraph 3.2 of this Agreement, including for evaluation of the suitability of Licensed Products as a therapeutic product for limited time periods ("Evaluation Period"). Said right does not include the right to transfer Licensed Products(s) to Third Parties or affiliates for resale other than as incorporated in a therapeutic product. Company shall remain responsible for its obligations under this Agreement, and shall ensure that the Sublicense agreement: i) contains terms and conditions requesting Sublicensee to comply with the applicable terms and conditions under this Agreement (including a release substantially similar to that provided by Company in Section 6.1 "Company's Release"; a warranty substantially similar to that provided by Company in Section 7.1 "Authority"; University disclaimers and exclusions of warranties under Subsections 7.2 "Disclaimers"; and limitations of remedies and damages substantially similar to those provided by Company in Sections 8.1 "Remedy Limitation" and 8.2 "Damage Cap"); and (ii) specifically incorporates provisions of this Agreement regarding obligations pertaining to indemnification, use of names and insurance. Company shall deliver to University a true, correct, and complete copy of any Sublicense agreement or other agreement under which Company grants

sublicensing rights, within 30 days of its execution. Company shall not enter into such agreement if the terms of the agreement are inconsistent in any respect with the material terms of this Agreement. Any Sublicense made in violation of this Subsection will be void and will constitute an event of default under Subsection 10.3 "Breach by Company". For avoidance of doubt, Company has no right to Sublicense Biological Material.

3.5 The term of this Agreement shall commence as of the Effective Date and shall expire twenty (20) years from the Effective Date, or when Company does not Sublicense Modifications for four (4) consecutive calendar years, whichever comes sooner, unless sooner terminated according to Article 10 hereunder. The term of the Agreement may be extended by mutual agreement in writing of University and Company.

3.6 University retains title to all Biological Material and reserves and retains the right to make and use Biological Material and to grant the foregoing rights to other commercial or non-commercial institutions.

3.7 Nothing in this Agreement shall be construed as granting by implication, estoppel, or otherwise any licenses or rights under patents or patent applications of University.

4. PAYMENTS

4.1 Payments. Company shall deliver to University the payments specified in Sections A2 "Payments" of attached Exhibit A "UW Materials and Payments". Company shall make such payments by check, wire transfer, or any other mutually agreed-upon and generally accepted method of payment.

4.2 Sales Reports. Within *** days after the last day of each calendar quarter, Company shall deliver to University a written sales report (a copy of the form of which is attached as Exhibit B "Royalty Report Form") recounting the number and Net Sales (expressed in U. S. dollars) of all sales, leases, or other dispositions of Licensed Products, whether made by Company or a Sublicensee, during such calendar quarter. Included in each sales report will be the name of each Distributor, and the number and type of Licensed Product sold, leased, or otherwise provided to such Distributor. Company shall deliver such written report to University even if Company is not required hereunder to pay to University a payment for sales, leases, or other dispositions of Licensed Products during the calendar quarter. Included in this report is Sublicensing Consideration received by Sublicensee(s), including consideration received for Evaluation Period by Sublicensee.

4.3 University may charge Company a late fee for all amounts owed to University that are overdue by 30 days or more. The late fee will be computed as the *** plus ***%, compounded monthly, as set forth by *The Wall Street Journal* (Western edition) of the outstanding, unpaid balance. The payment of a late fee will not foreclose or limit University from exercising any other rights it may have as a consequence of the lateness of any payment.Company shall make all payments to University in U.S. Dollars, shall mail them to the address specified in Subsection 11.4 Notices, and shall include University License agreement number 35628A. Upon request, University shall deliver to Company written wire transfer instructions.

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5. NEGATION OF WARRANTIES

Except as expressly set forth in this Agreement, UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF BIOLOGICAL MATERIAL, MODIFICATIONS, AND/OR LICENSED PRODUCT(S) WILL NOT INFRINGE ANY PATENT, COPYRIGHT, OR TRADEMARK, OR OTHER RIGHTS OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES.

6. RELEASE, INDEMNIFICATION, AND INSURANCE

6.1 Company's Release. For itself and its employees, Company hereby releases University and its regents, employees, and agents forever from any suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses) relating to or arising out of (i) the manufacture, use, lease, sale, or other disposition of a Licensed Product; (ii) the assigning or sublicensing of Company's rights under this Agreement; or (iii) manufacture or use of Modifications and/or Licensed Products by Service Partners.

6.2 Company's Indemnification. Throughout the term of this Agreement and thereafter, Company shall indemnify, defend, and hold University and its regents, employees, and agents harmless from all suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses), relating to or arising out of the manufacture, use, lease, sale, or other disposition of Biological Materials, Modifications, and/or Licensed Product(s), including, without limitation, personal injury, property damage, breach of contract and warranty and products-liability claims relating to a Licensed Product and claims brought by a Sublicensee or Service Partner.

6.3 Company's Insurance.

6.3.1 General Insurance Requirement. Throughout the term of this Agreement, or during such period as the Parties shall agree in writing, Company shall maintain, and shall cause each Sublicensee to maintain, in full force and effect commercial general liability (CGL) insurance, with single claim limits consistent with industry standards. Such insurance policy will include coverage for claims that may be asserted by University against Company under section 6.2 "Company's Indemnification". Such insurance policy must name the Board of Regents of the University of Washington as an additional insured and will require the insurer to deliver written notice to University at the address set forth in Article 11.4 "Notices" of this Agreement, at least 45 days prior to the termination of the policy. Company shall deliver to University a copy of the certificate of insurance for such policy.

6.3.2 **Clinical Trial Liability Insurance. Within thirty (30) days prior to the initiation of human clinical trials with respect to Licensed Product(s), Company shall provide to University certificates evidencing the existence and amount of clinical trials liability insurance. Company shall issue irrevocable instructions to its insurance agent and to the issuing insurance company to notify University of any discontinuance or lapse of such insurance not less than 45 days prior to the time that any such discontinuance is due to become effective. Company shall provide University a copy of such instructions upon their transmittal to the insurance agent and issuing insurance company. Company shall further provide University, at least annually, proof of continued coverage.**

7. WARRANTIES.

7.1 Authority. Each Party represents and warrants to the other Party that it has full corporate power and authority to execute, deliver, and perform this Agreement, and that no other corporate proceedings by such Party are necessary to authorize the Party's execution or delivery of this Agreement.

7.2 **DISCLAIMERS.**

7.2.1 General Disclaimers. **EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 7.1 "Authority" OF THIS AGREEMENT, UNIVERSITY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, CONCERNING EACH BIOLOGICAL MATERIAL AND MODIFICATIONS AND EACH LICENSED PRODUCT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. DAMAGES.

8.1 Remedy Limitation. **EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR (A) PERSONAL INJURY OR PROPERTY DAMAGES ARISING IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED IN THIS AGREEMENT OR (B) LOST PROFITS, LOST BUSINESS OPPORTUNITY, INVENTORY LOSS, WORK STOPPAGE, LOST DATA OR ANY OTHER RELIANCE OR EXPECTANCY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND.**

8.2 Damage Cap. **IN NO EVENT WILL UNIVERSITY'S TOTAL LIABILITY FOR THE BREACH OR NONPERFORMANCE OF THIS AGREEMENT EXCEED *** . THIS LIMITATION WILL APPLY TO CONTRACT, TORT, AND ANY OTHER CLAIM OF WHATEVER NATURE.**

9. NAMES AND MARKS

Nothing contained in this Agreement shall be construed as conferring any right to use any name, trade name, trademark, service mark, symbol or other designation of the other party, or the name of any faculty member, employee, or student of the other party, without prior written consent of that party, unless such listing is required under local laws or regulations, provided that either party may state the existence of this Agreement. For any use other than the foregoing, the parties hereby expressly agree not to use the other party's name or any contraction, abbreviation, or simulation thereof without prior written approval from an authorized representative of the other party.

10. TERMINATION

Company may terminate this Agreement by giving University notice in writing at least 30 days in advance of the effective termination date provided that Company, Sublicencees, and Service Partners shall thereupon cease use and sale of Biological Material, Modifications and any Licensed Product(s).

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10.1 Effect of Termination

10.1.1 Licensed Terminated - After termination of this Agreement, Company, Sublicencees, ad Service Partners shall not make, have made, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products.

10.1.2 Concurrent with notice of termination by either Company or University, Company, Sublicensees, and Service Partners shall destroy all Biological Material, Modifications, and Licensed Product(s) in their possession, and shall provide written evidence of said destruction. If Sublicensee enters into a direct license with University to retain rights in the Modifications under Section 10.2.3

10.1.3 "Termination of Sublicenses. ", Sublicensee may retain Modifications and Licensed Product(s) in their possession during the Initial Notice Period and negotiation period. At any time within 30 days following termination of this Agreement, a Sublicensee may notify University that it wishes to enter into a direct license with University in order to retain its rights to the Modifications granted to it under its Sublicense (such 30-day period following termination, the "Initial Notice Period"). Following receipt of such notice, University and Sublicensee shall enter into a license agreement the terms of which shall be substantially similar to the terms of this Agreement; and the scope of such direct license, the licensed territory or the duration of the license grant shall be comparable to the corresponding terms granted by the Company to such Sublicensee; provided that such Sublicensee will be granted at least the same scope of rights as it obtained from Company under its Sublicense. For the sake of clarity, the financial terms, including without limitation, the running royalty rate and milestone payments, shall be identical to the corresponding financial terms set forth in this Agreement. Notwithstanding the foregoing, each Sublicensee's right to enter into such direct license shall be conditioned upon:

10.2.3.1 Written Notification to University. Such Sublicensee informing University in writing, pursuant to Article 11.4 "Notices", that it wishes to enter into such direct license with University, within the Initial Notice Period;

10.2.3.2 Sublicensee Good Standing. Such Sublicensee being in good standing with Company under its Sublicense, and such Sublicense not being the subject of a dispute between Sublicensee and Company, or between Company and University under this Agreement;

10.2.3.3 Valid Sublicense. Such Sublicense having been validly entered into by Company and Sublicensee pursuant to the terms of Subsection 3.4 "Sublicenses";

10.2.3.4 Sublicensee Certification that Conditions Satisfied. Such Sublicensee using reasonable efforts to certify or otherwise demonstrate that the conditions set forth in Subsections 10.2.3.1 "Written Notification to University", 10.2.3.2 "Sublicensee Good Standing", and 10.2.3.4 "Valid Sublicense" have been met within 30 days of expiration of the Initial Notice Period (or within such longer period of time as University agrees is reasonable under the circumstances, based on the nature and extent of any documentation reasonably requested by University); and

10.2.3.5 Time Limitations. Such negotiations for a direct license not exceeding 90 days from the end of the 30-day (or longer, if applicable) period described in subsection 10.2.3.2 "Sublicensee Certification that Conditions Satisfied" (subject to extension of said 90-day period by mutual written agreement of University and Sublicensee).

University may, at its sole discretion, waive any of these requirements. If all of the conditions set forth in this Subsection 10.2.3 "Termination of Sublicenses" are met, then Sublicensee will be granted such direct license by University. If any condition set forth in this Section 10.2.3 "Termination of Sublicenses" is not met, then after expiration of any time period granted to Sublicensee with respect to meeting such condition (for example and to the extent applicable, the Initial Notice Period and/or the periods described in Subsections 10.2.3.4 "Sublicensee Certification that Conditions Satisfied" and 10.2.3.5 "Time Limitations"), Sublicensee shall not make, have made, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products and University shall be free to license or not license Licensed Patents to such Sublicensee according to its sole discretion . Sublicensee shall destroy all Modifications and Licensed Product(s) in their possession, and shall provide written evidence of said destruction.

10.2 Company shall make a written report to University no later than 90 days after the date of termination of this Agreement, stating the number, description, and Net Sales of all Licensed Products ever made, sold, or otherwise disposed of and upon which royalties are payable hereunder but which were not previously reported to University for any reason.

10.3 Breach by Company. University may terminate this Agreement if Company is in breach of any provision hereof and Company fails to remedy any such breach no later than 60 days after written notice thereof by University.

10.4 Survival. Immediately upon the termination of this Agreement all Company's rights under this Agreement will terminate; provided, however, Company's obligations that have accrued prior to the effective date of termination of this Agreement (*e.g*., the obligation to report and make payments on sales, leases, or dispositions of Licensed Products) and the obligations specified in Sections 4.1 "Payments" and 4.2 "Sales Reports" will survive. The obligations and rights set forth in Sections 11.7 "Records Retention", 11.8 "Audit Rights" and 10.2 "Effect of Termination" and Articles 6 "Release, Indemnification, and Insurance", 7 "Warranties", 8 "Damages", 11.2 "Public Records Act", 11.6 "Law and Venue" will survive the termination of this Agreement.

11. MISCELLANEOUS

11.1 Company Compliance With All Laws - Company shall comply and ensures that any Sublicencees and Service Partners shall comply with all applicable laws, statutes, regulations, guidelines and reporting requirements in all applicable jurisdictions in its use, storage, disposal, handling, transferring and selling of Biological Material and/or Licensed Product(s).

11.2 Public Records Act- As an agency of the State of Washington, University is subject to the Washington Public Records Act, RCW 42.56 et seq. ("Act"). No obligation assumed by University under this Agreement shall be deemed to be inconsistent with University's obligations as defined under the Act and as interpreted by University

in its sole discretion. In the event

University receives a request for public records under the Act for documents containing confidential information, and if University concludes that the documents are not otherwise exempt from public disclosure, University will provide Company notice of the request before releasing such documents. Such notice shall be provided in a timely manner to afford Company sufficient time to review such documents and/or seek a protective order, at Company's expense utilizing the procedures described in RCW 42.56.540. University shall have no obligation to protect the confidential information from disclosure in response to a request for public records.

11.3 Assignment — Company shall not assign this Agreement to a Third Party without the express written consent of University, except that Company may assign or otherwise transfer this Agreement and the license granted hereby and the rights acquired by it hereunder so long as such assignment or transfer is accompanied by a sale or other transfer of Company's entire business or of the entirety of that part of Company's business to which the license granted hereby relates, including a change of control. Company shall provide written notice to University of such assignment and transfer no later than ten (10) days after the close of the transaction pursuant to which such assignment is made. Upon such assignment or transfer, the term "Company" as used in this Agreement will include such assignee or transferee and this Agreement will be binding upon Company's permitted successors and assigns. Any attempted assignment, transfer or delegation in breach of this provision will be deemed void and will entitle University to terminate this Agreement upon written notice to Company.

11.4 Notices - All notices under this Agreement will be deemed to have been fully given when done in writing and deposited in the United States mail, registered or certified, and addressed as follows:

If to University:

UW Center for Commercialization
Attn: Director, Technology Licensing
4311 11th Avenue NE, Suite 500
Seattle, WA 98105-4608
Facsimile No.: 206-685-4767

If to Company:

Attn: Claudia Mitchell, CEO
Universal Cells, Inc
2219 East Howe St
Seattle, WA 98112
Facsimile No.: 425-242-0469
E-mail: ***

Either party may change its address upon written notice to the other party.

11.5 Waiver and Severability - None of the terms of this Agreement can be waived except by the written consent of the party waiving compliance. If any provision of this Agreement is held illegal, void, or unenforceable, the remaining portions will remain in full force and effect.

11.6 Law and Venue - The laws of the state of Washington will govern the validity, construction, and enforceability of this Agreement, without giving effect to the conflict of laws principles thereof. Any claim related in any manner to this Agreement will be instituted and commenced in, and

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venue will be either King County, Washington or the United States District Court for the Western District of Washington.

11.7 Record Retention- Throughout the term of this Agreement and for five (5) years thereafter, Company, at its expense, shall keep and maintain and shall cause each Sublicensee to keep and maintain complete and accurate records of all sales, leases, and other dispositions of Licensed Products during the term of this Agreement and all other records related to this Agreement.

11.8 Audit Rights - Company shall, at the request of University, permit one or more accountants selected exclusively by University to have access to Company's records and books of account pertaining to this Agreement during ordinary working hours to audit with respect to any payment period ending prior to such request, the correctness of any report or payment made under this Agreement, or to obtain information as to the payments due for any such period in the case of failure of Company to report or make payment according to the terms of this Agreement.

The accountant will not disclose to University any information relating to the business of Company except that which is necessary to inform University of: the accuracy or inaccuracy of Company's reports and payments; compliance or noncompliance by Company with the terms and conditions of this Agreement; and the extent of any inaccuracy or noncompliance.

If the accountant determines that Company's royalties calculated for any quarterly period are under reported by more than five percent (5%), the costs of any audit and review initiated by University will be borne by Company; otherwise, University will bear the costs of any audit initiated by University.

11.9 Export Controls - Company shall abide by all U.S. export laws and regulations. Accordingly, Company is solely responsible for securing any necessary permissions or licenses to exercise its rights under this Agreement.

11.10 Entire Agreement - No Third Party Beneficiaries. This Agreement (including all attachments, exhibits, and amendments hereto) is intended by the parties as the final and binding expression of their contract and agreement and as the complete and exclusive statement of the terms thereof. This Agreement cancels, supersedes, and revokes all prior negotiations, representations and agreements among the parties, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals by their duly authorized officers or representatives.

University of Washington		**Universal Cells**	
By:	/s/ Fiona White	By:	/s/ Claudia Mitchell
Name:	Fiona White, Ph.D. MBA	Name:	Claudia Mitchell
Title:	Director of Technology Licensing	Title:	CEO
Date:	10/22/14	Date:	10/22/14

CONFIDENTIAL

EXHIBIT A
"UW Materials and Payments"

A1. UW Materials to Transfer to Universal Cells

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A2. Payments (Section 4.1)

A2.1 Right to Re-negotiate. University hereby grants to Company, the option, but not the obligation to re-negotiate on commercially reasonable terms Section A2 "Payments" upon presenting University an updated business development plan and competitor royalty rates to Biological Material. Upon University's receipt of Company's written notice of intent to exercise this option, University and Company shall enter into good faith discussions to re-negotiate a commercially reasonable royalty rate.

A2.2 Running Royalty Payments. For the term of this Agreement, Company shall pay to University a *** of *** Net Sales as a running royalty payment according to the schedule below. Such running royalty payments will be due within 30 days after the last day of each calendar quarter.

A2.2.1 Company shall pay University ***% of Net Sales of Licensed Products sold in Product Family 1, or anything that is not in Product Family 2. This is in addition to any royalties due under the Exclusive Agreement.

A2.2.2 Company shall pay University ***% of Net Sales for Licensed Products sold in Product Family 2. If Company is able to reduce royalty payments due in Exclusive Agreement per Section A3.1.2 below ***%, Company may reduce the royalty due for Product Family 2 of this Agreement by the same relative percentage. For purposes of clarity, if Company reduces royalty payment by ***

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(***%) under Exclusive Agreement, Company may reduce royalty due for Product Family 2 under this Agreement by *** (***%).

A2.3 Sublicensing Milestones. Company shall pay to University the following non-cumulative and non-refundable milestone achievement payments within 30 days of achieving the corresponding milestone related to Product Family 2. The below milestones will apply to each Sublicense partner of Company. If Company directly executes a Sublicense without an Evaluation Period, then Milestone A2.3.1 shall not apply.

A2.3. 1 Evaluation Period. In the event Company receives Sublicensing Consideration for disposition of Licensed Product to Sublicensee for Evaluation only, Company shall pay University *** US Dollars ($***) ("Evaluation Fee"). The Evaluation Period shall not exceed one calendar year.

A2.3.2 Sublicensing Initiation Fee. Company shall pay University *** US Dollars ($***) upon execution of each Sublicense agreement, excluding those agreements which fall under Section A2.3.1 "Evaluation Period". For purposes of clarity, execution of a license to Sublicensee after Evaluation Period will require payment of this Milestone Section A2.3.2.

A2.3.3 Sublicensing Maintenance Fee. Company shall pay University an annual license maintenance fee of *** US Dollars ($***) for each Sublicensee agreement "Sublicensing Maintenance Fee", excluding Evaluation agreements as defined in Section A2.3.1, in effect for the preceding *** and to be payable no later than *** of each *** beginning on *** and continuing during the term of this Agreement. Sublicensing Maintenance Fee in any given *** may be prorated on the basis of the number of *** that have elapsed since the execution of each Sublicensing agreement.

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

EXHIBIT B
Royalty Report Form

Date

Company Name & Address

License Number _____

Reporting Period Report Due Date:

This report must be submitted regardless of whether royalties are owed.
Please do not leave any column blank. State all information requested below.

Product Description	Royalty Rate	Quantity/ Net Sales	Royalty Due

Report Completed by: _____ Totally Royalties Due: _____

Telephone Number: _____

If you have questions please contact: _____

Please make check payable to: University of Washington

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

November 25, 2015

NON-EXCLUSIVE SUB-LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is dated and effective as of the date of last signature ("Effective Date"), and is made by and between Universal and Adaptimmune Limited, an English Adaptimmune with principal offices at 101 Park Drive, Milton Park, Abingdon, Oxfordshire, OX14 4RY ("Adaptimmune"), and Universal Cells, a Corporation under the laws of the state of Washington ("Universal") with principal offices at 720 Broadway, Seattle, WA 98122, agree as follows:

1. BACKGROUND

1.1 Universal has certain rights to Biological Material known as New naive human embryonic stem cell line - Elf1 (as defined in Section 2.1), developed in the laboratory of *** and licensed from the University under a Non-Exclusive License Agreement dated 22 October 2014 ("Elf Licence").

1.2 Adaptimmune and Universal have entered in to a Research Collaboration and Licence Agreement relating to gene editing and HLA-Engineering on or about the date of this Agreement ("Collaboration Agreement"), under which the parties agreed to enter into this Agreement.

1.3 Universal and University have previously entered into an exclusive license agreement with University for inventions and materials related to or useful for Adeno-associated virus (AAV)-mediated gene targeting and HLA engineering, UW Ref # 34243A on June 27, 2014 "AAV/HLA-engineering Licence". Adaptimmune and Universal have also entered into an exclusive sub-licence agreement under the AAV/HLA-engineering Licence on or about the Effective Date ("Exclusive Agreement").

2. DEFINITIONS

2.1 "Biological Material" means New naive human embryonic stem cell line - Elf1 (with a University Reference UW # 45910).

2.2 "Internal Research Field of Use" means internal research. Internal Research Field of Use specifically excludes any use which requires regulatory approval, including any in vitro and in vivo diagnostic or therapeutic applications.

2.3 "Product Field of Use" means in vivo therapeutics excluding any therapeutic agent for cardiac regeneration and cardiovascular disease.

2.4 "Licensed Product" means a Product as defined in the Collaboration Agreement.

2.5 "Licensed Territory" means worldwide.

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

2.6 "Modifications" means any derivatives or modifications of Biological Material that, but for the rights granted under Exclusive Agreement, would otherwise infringe a Valid Claim of Groups 2 and 3 Licensed Patents as defined in Exclusive Agreement.

2.7 "Service Partner" means a legal entity that is a Third Party with whom Adaptimmune has contracted to provide services within the Internal Research Field of Use and Product Field of Use. For clarity, a legal entity is only a Service Partner for so long as the definition remains true. If such entity terminates its contractual obligation with Adaptimmune, it thereafter is an arm-length Third Party for the purposes of this Agreement.

2.8 "Third-Party" means any individual or entity other than Universal and Adaptimmune or their respective affilliates.

2.9 "University" means the University of Washington a public institution of higher education and an agency of the State of Washington acting through its administrative offices at UW CoMotion, 4311 Eleventh Avenue NE, Suite 500, Seattle, WA 98105

3. GRANT

3.1 Universal hereby grants, and Adaptimmune accepts, a nonexclusive license in the (i) Product Field of Use and Licensed Territory to make, use, offer, and sell Licensed Product(s) for Product Family 2 and (ii) make, use, offer, and sell Licensed Products in the Internal Research Field of Use for Product Family 1. Such license does not include the right for Adaptimmune to transfer any Licensed Products to any Third Parties or affiliates for resale other than as incorporated in a therapeutic product. Such licence shall not include any right to Biological Material.

3.2 Service Partners of Adaptimmune shall have the right to transfer Modifications to Service Partners working on behalf of Adaptimmune solely for the purpose of carrying out services in direct connection with using the Modifications in the Internal Field of Use and Product Field of Use. Any such transfer of Modifications to such Service Partner shall be under a written agreement between Adaptimmune and such Service Partner which (a) shall be in writing, (b) shall be subject to, subordinate to, and consistent with, the terms and conditions of this Agreement, (c) shall not adversely affect the rights of University or Universal or limit the obligations of Adaptimmune under this Agreement, (d) shall contain terms substantially similar to those contained in this Agreement, and (e) shall expressly provide that the Service Partner has no rights to use the Modifications for any purpose other than to perform the services in direct connection with the Licensed Field of Use, and that such Service Partner shall not transfer the Modifications to any Third-Party. Adaptimmune will be responsible for the performance of all Service Partner in compliance with all obligations of Adaptimmune under this Agreement.

3.3 The term of this Agreement shall commence as of the Effective Date and shall expire on termination of the Collaboration Agreement or at such point as a decision is taken by both parties under the Collaboration Agreement that the Biological Material and any Modifications are no longer required for use under the Collaboration Agreement.

3.4 Nothing in this Agreement shall be construed as granting by implication, estoppel, or otherwise any licenses or rights under patents or patent applications of Universal.

4. NEGATION OF WARRANTIES

Except as expressly set forth in this Agreement, NEITHER UNIVERSAL OR ADAPTIMMUNE MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF BIOLOGICAL MATERIAL, MODIFICATIONS, AND/OR LICENSED PRODUCT(S) WILL NOT INFRINGE ANY PATENT, COPYRIGHT, OR TRADEMARK, OR OTHER RIGHTS OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES.

5. Release, Indemnification, and Insurance

5.1 Adaptimmune's Release. For itself and its employees, Adaptimmune hereby releases University and its regents, employees, and agents forever from any suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses) relating to or arising out of (i) the manufacture, use, lease, sale, or other disposition of a Licensed Product; (ii) the assigning or sublicensing of Adaptimmune's rights under this Agreement; or (iii) manufacture or use of Modifications and/or Licensed Products by Service Partners.

5.2 Adaptimmune's Indemnification. Throughout the term of this Agreement and thereafter, Adaptimmune shall indemnify, defend, and hold University and its regents, employees, and agents harmless from all suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses), relating to or arising out of the manufacture, use, lease, sale, or other disposition of Biological Materials, Modifications, and/or Licensed Product(s), including, without limitation, personal injury, property damage, breach of contract and warranty and products-liability claims relating to a Licensed Product and claims brought by a SubAdaptimmune or Service Partner.

5.3 Adaptimmune's Insurance.

5.3.1 General Insurance Requirement. Throughout the term of this Agreement, or during such period as the Parties shall agree in writing, Adaptimmune shall maintain, and shall cause each Sub-Licensee to maintain, in full force and effect commercial general liability (CGL) insurance, with single claim limits consistent with industry standards. Such insurance policy will include coverage for claims that may be asserted by Universal against Adaptimmune under section 6.2 "Adaptimmune's Indemnification". Adaptimmune shall deliver to Universal a copy of the certificate of insurance for such policy following receipt of written request for such.

5.3.2 **Clinical Trial Liability Insurance. On initiation of human clinical trials with respect to Licensed Product(s), Adaptimmune shall provide to Universal certificates evidencing the existence and amount of clinical trials liability insurance, following receipt of request from Universal. Adaptimmune shall further provide Universal, at least annually, proof of continued coverage to the extent such clinical trials are continuing and following receipt of request from Universal.**

6. Warranties.

6.1 Authority. Each Party represents and warrants to the other Party that it has full corporate power and authority to execute, deliver, and perform this Agreement, and that no other corporate proceedings by such Party are necessary to authorize the Party's execution or delivery of this Agreement.

6.2 **Disclaimers.**

6.2.1 General Disclaimers. **EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 11.1 "Authority" OF THIS AGREEMENT, UNIVERSAL DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, CONCERNING EACH BIOLOGICAL MATERIAL AND MODIFICATIONS AND EACH LICENSED PRODUCT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

7. Damages.

7.1 Remedy Limitation. **EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR (A) PERSONAL INJURY OR PROPERTY DAMAGES ARISING IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED IN THIS AGREEMENT OR (B) LOST PROFITS, LOST BUSINESS OPPORTUNITY, INVENTORY LOSS, WORK STOPPAGE, LOST DATA OR ANY OTHER RELIANCE OR EXPECTANCY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND.**

7.2 Damage Cap. **IN NO EVENT WILL UNIVERSITY'S TOTAL LIABILITY FOR THE BREACH OR NONPERFORMANCE OF THIS AGREEMENT EXCEED *** . THIS LIMITATION WILL APPLY TO CONTRACT, TORT, AND ANY OTHER CLAIM OF WHATEVER NATURE.**

8. NAMES AND MARKS

Nothing contained in this Agreement shall be construed as conferring any right to use any name, trade name, trademark, service mark, symbol or other designation of the other party, or the name of any faculty member, employee, or student of the other party, without prior written consent of that party, unless such listing is required under local laws or regulations, provided that either party may state the existence of this Agreement. For any use other than the foregoing, the parties hereby expressly agree not to use the other party's name or the University's name or any contraction, abbreviation, or simulation thereof without prior written approval from an authorized representative of the relevant entity.

9. TERMINATION

9.1 Adaptimmune may terminate this Agreement by giving Universal notice in writing at least 30 days in advance of the effective termination date provided that Adaptimmune, Sublicencees, and Service Partners shall thereupon cease use and sale of Biological Material and any Licensed Product(s).

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9.2 Effect of Termination

9.2.1 Licensed Terminated - After termination of this Agreement, Adaptimmune shall not make, have made, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products.

9.2.2 Concurrent with notice of termination by either Adaptimmune or Universal, Adaptimmune and Service Partners shall destroy all Modifications, and Licensed Product(s) in their possession, and shall provide written evidence of said destruction. If Adaptimmune enters into a direct license with Universal to retain rights in the Modifications under Section 10.2.3

9.2.3 "Termination of Elf Licence. ", Adaptimmune may retain Modifications and Licensed Product(s) in its possession during the Initial Notice Period and negotiation period. At any time within 30 days following termination of the Elf Licence (notification of which to be immediately provided by Universal to Adaptimmune), Adaptimmune may notify Universal and University that it wishes to enter into a direct license with University in order to retain its rights to the Modifications granted to it under this Agreement (such 30-day period following termination, the "Initial Notice Period"). Following receipt of such notice, University and Adaptimmune (and to the extent required Universal shall facilitate such negotiations and finalization) shall enter into a license agreement the terms of which shall be substantially similar to the terms of the Elf Licence; and the scope of such direct license, the licensed territory or the duration of the license grant shall be comparable to the corresponding terms granted to Adaptimmune under this Agreement; provided that Adaptimmune will be granted at least the same scope of rights as it obtained from Universal under this Agreement. For the sake of clarity, the financial terms, including without limitation, the running royalty rate and milestone payments, shall be identical to the corresponding financial terms set forth in the Elf Licence. Universal shall keep Adaptimmune informed of all material changes to the Elf Licence, including changes to the financial terms that Adaptimmune would be required to accept under this Section. Notwithstanding the foregoing, each Adaptimmune's right to enter into such direct license shall be conditioned upon:

10.2.3.1 Written Notification to University. Adaptimmune informing Universal and University in writing, pursuant to Article 11.4 "Notices", that it wishes to enter into such direct license with University, within the Initial Notice Period;

10.2.3.2 Adaptimmune Good Standing. Adaptimmune being in good standing with Universal under this Agreement, and this Agreement not being the subject of a dispute between Adaptimmune and Universal, or between Universal and University under the Elf Licence (in which case Universal shall have notified Adaptimmune of such dispute);

10.2.3.3 Valid Sublicense. This Agreement having been validly entered into by Adaptimmune and Universal pursuant to the terms of the Elf Licence and the parties confirm and agree that this Agreeent has been validly entered into pursuant to the terms of the Elf Licence;

10.2.3.4 Certification that Conditions Satisfied. Adaptimmune using reasonable efforts to certify or otherwise demonstrate that the conditions set forth in the above subsections subsections have been met within 30 days of expiration of the Initial Notice Period (or within such longer period of time as University agrees is reasonable under the circumstances, based on the nature and extent of any documentation reasonably requested by University); and

10.2.3.5 Time Limitations. Such negotiations for a direct license not exceeding 90 days from the end of the 30-day (or longer, if applicable) period described in subsection 9.2.3.2 "Adaptimmune Certification that Conditions Satisfied" (subject to extension of said 90-day period by mutual written agreement of University and Adaptimmune). University may, at its sole discretion, waive any of these requirements. If all of the conditions set forth in this Subsection 9.2.3 "Termination of Sublicenses" are met, then Adaptimmune will be granted such direct license by University. If any condition set forth in this Section 10.2.3 "Termination of Sublicenses" is not met, then after expiration of any time period granted to Adaptimmune with respect to meeting such condition, Adaptimmune shall not make, have made, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products and University shall be free to license or not license Licensed Patents to such Adaptimmune according to its sole discretion. Adaptimmune shall destroy all Modifications and Licensed Product(s) in their possession, and shall provide written evidence of said destruction.

9.3 Breach by Adaptimmune. Universal may terminate this Agreement if Adaptimmune is in breach of any provision hereof and Adaptimmune fails to remedy any such breach no later than 60 days after written notice thereof by Universal.

9.4 Survival. Immediately upon the termination of this Agreement all Adaptimmune's rights under this Agreement will terminate; provided, however, That the obligations and rights set forth in Sections 11.7 "Records Retention", 11.8 "Audit Rights" and 10.2 "Effect of Termination" and Articles 6 "Release, Indemnification, and Insurance", 7 "Warranties", 8 "Damages", 11.2 "Public Records Act", 11.6 "Law and Venue" will survive the termination of this Agreement.

10. MISCELLANEOUS

10.1 Adaptimmune Compliance With All Laws - Adaptimmune shall comply and ensure that any Service Partners shall comply with all applicable laws, statutes, regulations, guidelines and reporting requirements in all applicable jurisdictions in its use, storage, disposal, handling, transferring and selling of Biological Material and/or Licensed Product(s).

10.2 Assignment — Adaptimmune shall not assign this Agreement to a Third Party without the express written consent of Universal, except that Adaptimmune may assign or otherwise transfer this Agreement and the license granted hereby and the rights acquired by it hereunder so long as such assignment or transfer is accompanied by a sale or other transfer of Adaptimmune's entire business or of the entirety of that part of Adaptimmune's business to which the license granted hereby relates, including a change of control. Adaptimmune shall provide written notice to Universal of such assignment and transfer no later than 10 days after the close of the transaction pursuant to which such assignement is made. Upon such assignment or transfer, the term "Adaptimmune" as used in this Agreement will include such assignee or transferee and this Agreement will be binding upon Adaptimmune's permitted successors and assigns. Any attempted assignment, transfer or delegation in breach of this provision will be deemed void and will entitle Universal to terminate this Agreement upon written notice to Adaptimmune.

10.3 Notices - All notices under this Agreement will be deemed to have been fully given when done in writing and deposited in the United States mail, registered or certified, and addressed as follows:

If to University:
UW Center for Commercialization
Attn: Director, Technology Licensing
4311 11th Avenue NE, Suite 500
Seattle, WA 98105-4608
Facsimile No.: 206-685-4767 (Universal shall keep Adaptimmune informed of any changes to notification address for University)

If to Universal:
Attn: Claudia Mitchell, CEO
Universal Cells, Inc

720 Broadway
Seattle, WA 98122
E-mail: ***

If to Adaptimmune: Attn: Helen Tayton-Martin, COO

Adaptimmune Limited, 101 Park Drive, Milton Park
Abingdon, Oxford, OX14 4RY
E-mail: *** with a copy to legal@adaptimmune.com.

Either party may change its address upon written notice to the other party.

10.4 Waiver and Severability - None of the terms of this Agreement can be waived except by the written consent of the party waiving compliance. If any provision of this Agreement is held illegal, void, or unenforceable, the remaining portions will remain in full force and effect.

10.5 Law and Venue - The laws of the state of Washington will govern the validity, construction, and enforceability of this Agreement, without giving effect to the conflict of laws principles thereof. Any claim related in any manner to this Agreement will be instituted and commenced in, and venue will be either King County, Washington or the United States District Court for the Western District of Washington.

10.6 Record Retention- Throughout the term of this Agreement and for 5 years thereafter, Adaptimmune, at its expense, shall keep and maintain complete and accurate records of all sales, leases, and other dispositions of Licensed Products during the term of this Agreement and all other records related to this Agreement.

10.7 Audit Rights - Adaptimmune shall, at the request of Universal, permit one or more accountants selected exclusively by University to have access to Adaptimmune's records and books of

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account pertaining to this Agreement during ordinary working hours to audit with respect to any payment period ending prior to such request, the correctness of any report or payment made under this Agreement.

The accountant will not disclose to University or Universal any information relating to the business of Adaptimmune except that which is necessary to inform University of: the accuracy or inaccuracy of Adaptimmune's reports and payments; compliance or noncompliance by Adaptimmune with the terms and conditions of this Agreement; and the extent of any inaccuracy or noncompliance.

University will bear the costs of any audit initiated by Universal.

10.8 Export Controls - Adaptimmune shall abide by all U.S. export laws and regulations. Accordingly, Adaptimmune is solely responsible for securing any necessary permissions or licenses to exercise its rights under this Agreement.

10.9 Entire Agreement - No Third Party Beneficiaries. This Agreement (including all attachments, exhibits, and amendments hereto) is intended by the parties as the final and binding expression of their contract and agreement and as the complete and exclusive statement of the terms thereof. This Agreement cancels, supersedes, and revokes all prior negotiations, representations and agreements among the parties, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals by their duly authorized officers or representatives.

Adaptimmune		**Universal Cells**	
By:	/s/ James Noble	By:	/s/ Claudia Mitchell
Name:	James Noble	Name:	Claudia Mitchell
Title:	CEO	Title:	CEO
Date:	25th November 2015	Date:	11/25/15

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

PRIVATE & CONFIDENTIAL

AGREEMENT

BETWEEN:

ADAPTIMMUNE LIMITED (1)

and

UNIVERSAL CELLS, INC. (2)

HLA/AAV Sub-Licence

This **HLA/AAV Sublicence AGREEMENT** (the **"Sub-Licence"**) is made as of the 25th day of November 2015 (the **"Effective Date"**) by and between:

(1) **ADAPTIMMUNE LIMITED,** a company incorporated in England and Wales with its registered address at 101 Park Drive, Milton Park, Abingdon, Oxfordshire, OX14 4RY **("Adaptimmune")**;

and

(2) **UNIVERSAL CELLS, INC.**, a company incorporated in the State of Washington with principal office at 720 Broadway, Seattle, WA 98122 ("**Universal**").

Background

(A) WHEREAS Universal has taken a licence from the University of Washington in relation to certain Intellectual Property Rights for Gene Editing Technology, HLA Engineering Technology and a cell line (defined further below) and has certain related know-how (defined below as the AAV/HLA-Engineering Licence);

(B) WHEREAS Universal and Adaptimmune have entered into a Research and Collaboration Licence Agreement on or about the Effective Date which provides for entry into a sub-licence under the AAV/HLA-Engineering Licence; and

(C) WHEREAS the parties have agreed to a sublicence under the AAV/HLA-Engineering Licence on the terms and conditions set out below.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Universal and Adaptimmune intending to be legally bound, agree as follows:

1. Definitions.

For purposes of interpreting this Agreement, the following terms have the following meanings ascribed to them:

1.1. "**Confidential Information**" means any information or materials (biological, chemical, or otherwise) disclosed by University and not generally known to the public, including any information comprised of those materials, and including without limitation the inventions covered by the Licensed Patents and in each case provided under the AAV/HLA-Engineering Licence. Confidential Information does not include any information that:

1.1.1. is or becomes part of the public domain through no fault of receiving Party;

1.1.2. is known to receiving Party prior to the disclosure by the disclosing Party, as evidenced by documentation;

1.1.3. is publicly released as authorized under this Agreement by University, its employees or agents;

1.1.4. is subsequently obtained by a Party from a Third Party who is authorized to have such information; or

1.1.5. is independently developed by a Party without reliance on any portion of the Confidential Information received from the disclosing Party and without any breach of this Agreement as evidenced by documentation.

1.2. "**Event of Force Majeure**" means an unforeseeable act that wholly prevents a Party from performing one or more of its material duties under this Agreement and that is outside of the reasonable control of the Party. An Event of Force Majeure includes acts of war or of Nature, insurrection and riot, and labor strikes. An Event of Force Majeure does not mean a Party's inability to obtain a Third Party's consent to any act or omission.

1.3. "**Group 2 Scope**" means co-exclusive for the construction, sale and use of cell lines derived from Stem Cells using Group 2 Licensed Patents specifically for: i) in vitro discovery and development of pharmaceutical agents; ii) in vitro discovery, development and validation of diagnostic targets; and iii) in vitro development of engineered cell lines for bioproduction of pharmaceutical agents; exclusive for the development and use of therapeutic products where the construction or manufacture of the therapeutic product itself utilized Group 2 Licensed Patents and in each case within the Fields of Use.

1.4. "**AAV/HLA-engineering Licence**" means the Licence and Material Transfer Agreement between Universal and the University dated 27 June 2014 and attached as Schedule 5;

1.5. "**Product Family 1**" means Licensed Products that are vectors or cell lines for research and development purposes.**"Product Family 2"** means Licensed Products in a therapeutic.

1.6. "**Fields of Use**" means immunotherapy and wherein the administered product or therapy incorporates a form of T-cells including, but without limitation, genetically engineered T-cells or stem cell derived T-cells**.**

1.7. **"Licensed Materials**" means the materials provided by Universal to Company, which were originally provided by University under the AAV/HLA-engineering licence (including those listed in Exhibit B), and includes any Licensed Materials contained within materials derived by Adaptimmune or Universal under the Research and Collaboration Agreement from such Licensed Materials.

1.8. "**Licensed Patents**" means the patents and patent applications (including all provisional, nonprovisional, and PCT patent applications, and all national stage and foreign equivalents of the foregoing, accordingly) listed in Section A1 "Licensed Patents" of attached Exhibit A "Patent License Schedule", all divisionals and continuations of these patent applications, all patents issuing from these applications, divisionals, and continuations and any reissues, reexaminations and extensions of these patents including any foreign equivalents of

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such listed patent applications and patents or patent applications claiming priority from such listed patent applications. Claims in continuations-in-part applications are included in Licensed Patents only to the extent such claims are supported by a patent or patent application set forth in Section A1 "Licensed Patents" of Exhibit A "Patent License Schedule" to benefit from the priority date of such patent or patent application and to the extent such claims are not encumbered by Third Party rights.

1.9. "**Licensed Product**" means "Products" as defined under the Research and Collaboration Agreement.

1.10. "**Research and Collaboration Agreement**" means the agreement between the parties of date on or around the Effective Date and entitled "**RESEARCH COLLABORATION AND LICENCE AGREEMENT RELATING TO GENE EDITING AND HLA-ENGINEERING TECHNOLOGY"**

1.11. "**Territory**" means worldwide.

1.12. "**Third Party**" means an individual or entity other than Adaptimmune and Universal.

1.13. "**Valid Claim**" means (i) a claim in an issued and unexpired patent included in the Licensed Patents that: (a) has not been held unenforceable, unpatentable or invalid by a decision of a court or other governmental agency of competent jurisdiction, and not subject to appeal, (b) has not been admitted to be invalid or unenforceable through reissue or disclaimer or otherwise, (c) has not been lost through an interference, re-examination, or reissue proceeding; or (ii) a pending claim of a pending patent application included in the Licensed Patents.

2. Term.

The term of this Sub-licence will commence on the Effective Date and, unless terminated earlier as provided in Article 8 "Termination", will expire on the date on which no Valid Claim in a Licensed Patent is pending or subsisting in any country in the Territory.

3. Grant of License.

3.1. Adaptimmune's Rights.

3.1.1. License Grant for Group 1 Licensed Patents. Subject to the terms and conditions of this Agreement, Universal hereby grants to Adaptimmune, and Adaptimmune hereby accepts, a non-exclusive sub-license under Universal's rights in Group 1 Licensed Patents to make, have made on Adaptimmune's behalf, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products in the Territory in the Field of Use.

3.1.2. License Grant for Group 2 Licensed Patents. Subject to the terms and conditions of this Agreement, Universal hereby grants to Adaptimmune, and Adaptimmune hereby accepts, a sub-license with scope restricted co-exclusivity and scope restricted exclusivity as defined in Group 2 Scope, under Universal's rights in Group 2 Licensed Patents to make, have made on Adaptimmune's behalf, use, offer to sell or sell, offer to lease or lease, import,

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or otherwise offer to dispose or dispose of Licensed Products in the Territory in the Field of Use. Universal will not grant to any Third Party any sub-license under the Group 2 Licensed Patents for the use, offering to sell, sale, disposal or making of any products within the Field of Use.

3.1.3. License Grant for Group 3 Licensed Patents. Subject to the terms and conditions of this Agreement, Universal hereby grants to Adaptimmune, and Adaptimmune hereby accepts, an exclusive sub-license under Universal's rights in Group 3 Licensed Patents to make, have made on Adaptimmune's behalf, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products in the Territory in the Field of Use. Universal will not grant to any Third Party any sub-license under the Group 3 Licensed Patents for the use, offering to sell, sale, disposal or making of any products within the Field of Use.

3.1.4. License Grant for Licensed Materials. Subject to the terms and conditions of this Agreement, Universal hereby grants to Adaptimmune,and Adaptimmune hereby accepts, a non-exclusive sub-license under Universal's rights in Licensed Materials to use the Licensed Materials in research and development activities related to the Licensed Products, and in the creation of Licensed Products. For avoidance of doubt, Adaptimmune is not granted the right to use Licensed Materials other than in the development of Licensed Product, or in the construction or manufacture of Licensed Product.

3.1.5. Sublicenses. Adaptimmune may sublicense its rights under this Sublicense to its Affiliates without any need for prior consent from Universal and provided that such Affiliates agree to substantially the same terms as contained in this Sub-licence and Adaptimmune remains responsible for the compliance and performance of such Affiliates with the terms of this Sub-licence.

3.1.6. Provision of Agreement to University. Adaptimmune agrees that a copy of this Agreement may be provided to the University as required by the terms of the AAV/HLA-engineering licence. Universal will use reasonable efforts to ensure that the University keeps the terms of this Agreement confidential.

3.1.7. The license granted in this Agreement is limited to the inventions that are expressly claimed in the Licensed Patents. No provision of this Agreement grants Adaptimmune, by implication, estoppel or otherwise, any rights other than the rights expressly granted it in this Agreement to the Licensed Patents, Licensed Materials, or to any other University-owned technology, materials, patent applications, or patents.

3.2. The United States Government's Rights. The inventions covered in the Licensed Patents arose, in whole or in part, from federally supported research and the federal government of the United States of America has certain rights in and to the Licensed Patents as those rights are described in Chapter 18, Title 35 of the United States Code and accounting regulations, including Part 401, Chapter 37 of the Code of Federal Regulation. The Parties' rights and obligations under this Agreement to any

government-funded inventions, including the grant of sub-license set forth in Subsection 3.1.1, are subject to the applicable terms of the aforementioned United States laws.

3.3. University's Reservation of Rights. To the extent required by the University under the AAV/HLA-engineering Licence, Universal retains for itself an irrevocable, nonexclusive license to make, have made, and use products, processes, and other subject matter covered by the Licensed Patents or Licensed Materials in the Field of Use for academic research, medical, instructional, or any other academic purpose. Expressly included within this University reservation of rights is the right (i) to use the Licensed Patents in sponsored research or collaborative research with any Third Party but only to the extent no such Third Party is granted any rights to the Licensed Patents or to commercialize Licensed Products, (ii) to grant material transfer agreements to materials whose composition of matter is covered by the Licensed Patents where the use of such materials is restricted to academic research, medical, instructional, or any other academic purpose, and (iii) to publish any information included in the Licensed Patents or any other information that may result from University's research. Universal will use reasonable efforts to (a) within a reasonable period of time after the Effective Date, request from the University prior notice of any sponsored research or collaborative research with any commercial Third Party and obtain University's agreement to such provision; (b) ensure that any publication (to the extent University provides notice of such publication to Universal) does not impact on the ability of the University to obtain patent protection in relation to any of the Licensed Patents.

3.4. Mandatory Sublicensing.

3.4.1. Under the AAV/HLA-engineering licence, the University has the right to request mandatory sublicensing in certain fields. Universal will use reasonable efforts to obtain from the University as soon as reasonably possible after the Effective Date a written confirmation that such mandatory sublicensing shall not apply in relation to mandatory sublicensing in the Fields of Use during the term of the Research and Collaboration Agreement provided Adaptimmune is complying with the terms of the Research and Collaboration Agreement.

3.4.2. If Universal receives notice under the AAV/HLA-engineering licence that the University has been solicited by a Third Party who wishes to license Licensed Patents for any field within the Field of Use that Adaptimmune or Universal is not diligently pursuing (hereinafter "Third Party Field"), Universal shall so notify Adaptimmune, and Adaptimmune shall be entitled to be actively involved in any notifications made to University in relation to such Third Party Field notification from University. Universal and Adaptimmune shall discuss which of the following options should be exercised in response to such University's notification:

3.4.2.1. Development Plan. Provide University with a reasonable rationale as to why offering a sublicense in Third Party Field would be competitive with market opportunity Adaptimmune or Universal is either actively pursuing, or planning on pursuing; or

3.4.2.2. Direct Grant. Universal to grant a sublicense to the said soliciting Third Party in the Third Party Field on commercially reasonable licence terms, such terms being subject to review and approval by Adaptimmune. Adaptimmune will not unreasonably withhold or delay its review and approval of such terms, but will be involved in discussions relating to the scope of any sublicense granted and the terms applicable to such grant.

3.4.3. University Direct Grant. Adaptimmune understands that if Universal has not proceeded under either Subsection 3.4.2.1 or 3.4.2.2 within ninety (90) days of notification to Universal by University under AAV/HLA-engineering licence, University may directly grant a license to such Third Party in the Third Party Field for the benefit of University exclusive of any benefit to Adaptimmune. Universal and Adaptimmune will work together to ensure that one of the options under 3.4.2.1 or 3.4.2.2 is taken within the ninety (90) day period.

4. Applications and Patents.

4.1. Patent Application Filings during the Term of this Agreement

4.1.1. University Prosecutes Patents. Adaptimmune understands that the University retains the sole and exclusive right to file or otherwise prosecute Licensed Patents. Universal shall use reasonable efforts to copy Adaptimmune on any material correspondence, material filings or other material communications relating to the prosecution of the Licensed Patents to the extent relevant to the Fields of Use and in each case (a) which relate to the filing or not filing of any patent application or patent, the lapse of any patent or patent application, in which the scope of any claims are restricted or narrowed, any third party observations or oppositions or any communication where any patent office indicates any claim is invalid or insufficient for any reason and any response to such patent office communication; and (b) to the extent possible under the AAV/HLA-engineering Licence will provide Adaptimmune with an opportunity to comment on any proposed response, including the countries in which any patent application or patent is filed.

4.1.2. University's Independent Patent Filings. Universal shall immediately notify Adaptimmune where University wishes to file, prosecute or maintain any Licensed Patents in a country that Universal does not wish the University to file in.

4.2. Maintenance of Licensed Patents. Universal shall notify Adaptimmune on a timely basis of any failure on its part to comply with any reimbursement or other payment obligation under the AAV/HLA-engineering licence or other default which may cause or result in any Licensed Patent to cease to fall within the Sub-licence or which might result in any Licensed Patent lapsing or ceasing to be filed, prosecuted or maintained. Such notice shall where possible be provided in sufficient time for Adaptimmune to correct any non-payment or reimbursement obligation of Universal. Any correction made by Adaptimmune shall be reimbursed in full by Universal.

4.3. Ownership of the Licensed Patents. No provision of this Agreement grants Adaptimmune any rights, titles, or interests (except for the grant of license in Subsection 3.1.1 "License Grant" of this Agreement) in the Licensed Patents.

5. Commercialization.

5.1. Covenants Regarding the Manufacture of Licensed Products. Adaptimmune hereby covenants and agrees that the manufacture, use, sale, or transfer of Licensed Products will comply with all applicable federal and state laws, including all federal export laws and regulations. Adaptimmune understands that there is a requirement under the AAV/HLA-engineering licence requiring that all products embodying or produced through the use of an

invention that is subject to the rights of the federal government of the United States of America shall be substantially manufactured in the United States of America. Due to the nature of the product concerned, Universal understand that this may not always be commercially feasible and hence Universal agrees to work with Adaptimmune and to approach the University on a timely basis during the performance of the Research Plan (as defined in the Research and Collaboration Agreement) to obtain waiver from the University in relation to such manufacture and as permitted in accordance with 35 United States Code Section 204.

5.2. Use of University's Name and Trademarks or the Names of University Faculty, Staff, or Students. No provision of this Agreement grants Adaptimmune or any of its Sublicensees any right or license to use the name or trademarks of University or the names or identities of any member of the faculty, staff, or student body of University. Adaptimmune shall not use, and shall not permit a Sublicensee to use, any such trademarks, names, or identities without University's and, as the case may be,

such member's prior written approval.

5.3. Records Retention and Audit Rights.

5.3.1. Records Retained. Throughout the term of this Agreement and for 5 years thereafter, Adaptimmune, at its expense, shall keep and maintain and shall cause each Sublicensee to keep and maintain complete and accurate records of all sales, leases, and other dispositions of Licensed Products during the term of this Agreement and all other records related to this Agreement.

5.3.2. Auditing Rights. Adaptimmune shall permit, at the request of University, one or more accountants selected exclusively by the University ("Accountants") to have access to Adaptimmune's records and books of account pertaining to this Agreement, but not more than once per calendar year. Accountants' access will be during ordinary working hours to audit Adaptimmune's records for any payment period ending prior to such request, the correctness of any report or payment made by Universal under this Agreement, or to obtain information as to the payments due for any period in the case of failure of Adaptimmune to report pursuant to the terms of this Agreement. Any such inspection shall be subject to Accountants signing confidentiality agreements with Adaptimmune to ensure the confidentiality of Adaptimmune's information. Access under this clause shall only be provided to records relating to sales of Licensed Products and not to any other products or services. The cost of any audit under this clause shall be at the cost of the University.

5.3.3. Scope of Disclosure. Accountants shall not disclose to University any information relating to the business of Adaptimmune except that which is necessary to inform University of: the accuracy or inaccuracy of Adaptimmune's reports provided to Universal under this Agreement (and which Universal subsequently provides to University under the AAV/HLA-engineering licence); and the extent of any inaccuracy or noncompliance.

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6. Infringement.

6.1. Third-Party Infringement of a Licensed Patent

6.1.1. Notice of Third Party's Infringement. If a Party learns of substantial, credible evidence that a Third Party is infringing a Licensed Patent in the Field of Use in the Territory, that Party will promptly deliver written notice of the possible infringement to the other Party, describing in detail all relevant information to which that Party has access or control suggesting infringement of the Licensed Patent. Adaptimmune understands that under the terms of the AAV/HLA-engineering licence, Universal is not able to grant a right to Adaptimmune to enforce the Licensed Patents. Universal will work with Adaptimmune in relation to the exercise of Universal's rights to enforce and prosecute an infringement or potential infringement action under the AAV/HLA-engineering licence and to the extent permitted by the University, will permit Adaptimmune to be present at any court hearings, material meeting or other actions taken in relation to enforcement of the Licensed Patents to the extent in each case relevant to the Fields of Use or scope of Research and Collaboration Agreement. To the extent Universal proposes to settle any action for infringement or potential infringement, Universal will discuss and obtain Adaptimmune's approval to such settlement, such approval not to be unreasonably withheld or delayed. To the extent the University has control of any infringement suit or action under the AAV/HLA-engineering licence, Universal will to the extent permitted by University keep Adaptimmune informed of the progress of such infringement suit or action and permit Adaptimmune to be actively involved in such infringement suit or action including the terms of any sublicense proposed to be granted by the University. Any involvement of Adaptimmune shall be at Adaptimmune's cost and expense save where University requests any assistance from Adaptimmune, in which case University shall pay for any direct associated expenses related to provision of such assistance.

7. Patent Validity.

7.1. Notice and Investigation of Third Party Challenges. If any Third Party challenges the validity or enforceability of any of the Licensed Patents, the Party having such information shall immediately notify the other Party. Universal shall keep Adaptimmune informed of the status of any defense of any claim challenging validity or enforceability, where the University assumes control and defense of the claim in accordance with the terms of the AAV/HLA-engineering licence. Where Universal assumes the defense of any such claim, Universal will cooperate with Adaptimmune and enable Adaptimmune to be actively involved in the defense of such claim and any decisions taken in relation to such claim at Adaptimmune's cost and expense.

7.2. Enforceability of Licensed Patents. Notwithstanding challenge by any Third Party, any Licensed Patent will be enforceable under this Agreement until such Licensed Patent is determined to be invalid.

8. Termination.

8.1. By Universal.

8.1.1. Breach by Adaptimmune. If Adaptimmune breaches or fails to perform one or more of its material duties under this Agreement, Universal may deliver to Adaptimmune a written notice of default. Universal may terminate this Agreement by delivering to

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Adaptimmune a written notice of termination if the default has not cured in full within 60 days of the delivery to Adaptimmune of the notice of default.

8.1.2. Events of Default. Universal may terminate this Agreement by delivering to Adaptimmune a written notice of termination at least 10 days prior to the date of termination if Adaptimmune (i) becomes insolvent; (ii) voluntarily files or has filed against it a petition under applicable bankruptcy or insolvency laws that Adaptimmune fails to have released within 30 days after filing; (iii) proposes any dissolution, composition, or financial reorganization with creditors or if a receiver, trustee, custodian, or similar agent is appointed; (iv) makes a general assignment for the benefit of creditors; or (v) if Adaptimmune challenges the validity of the Licensed Patents.

8.2. By Adaptimmune. Adaptimmune may terminate this Agreement at any time by delivering to University a written notice of termination at least 60 days prior to the effective date of termination.

8.3. Automatic termination. This Agreement shall automatically terminate on termination of the Research and Collaboration Agreement.

8.4. Effect of Termination.

8.4.1. License Terminated. After termination of this Agreement, Adaptimmune shall destroy Licensed Materials, and Adaptimmune shall not make, have made, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products.

8.5. Right to continue licence on termination of AAV/HLA-engineering licence. Universal shall notify Adaptimmune immediately if it receives any notice of termination of the AAV/HLA-engineering licence and of any actual termination of the AAV/HLA-engineering licence. At any time within 30 days following termination of the AAV/HLA-engineering licence, Adaptimmune may notify University and Universal that it wishes to enter into a direct license with University in order to retain its rights to the Licensed Patents and/or Licensed Materials granted to it under its Sublicense (such 30-day period following termination, the "Initial Notice Period"). Following receipt of such notice, Universal shall procure (to the extent necessary under the AAV/HLA-engineering licence) that University and Adaptimmune shall enter into a license agreement the terms of which shall be substantially similar to the terms of the AAV/HLA-engineering licence; and the scope of such direct license, the licensed territory or the

duration of the license grant shall be comparable to the corresponding terms granted under this Agreement; provided that Adaptimmune will be granted at least the same scope of rights as it obtained from Adaptimmune under this Agreement. For the sake of clarity, the financial terms, including without limitation, the running royalty rate and milestone payments, shall be identical to the corresponding financial terms set forth in the AAV/HLA-engineering licence. Notwithstanding the foregoing, Adaptimmune understands that its right to enter into such direct license shall be conditioned upon:

8.5.1. Written Notification to University. Adaptimmune informing University in writing, pursuant to Article 21 "Notices" of the AAV/HLA-engineering licence, that it wishes to enter into such direct license with University, within the Initial Notice Period;

8.5.2. Good Standing. Adaptimmune being in good standing with Universal under this Agreement, and this Agreement not being the subject of a dispute between Universal and Adaptimmune, or between Universal and University under the AAV/HLA-engineering licence;

8.5.3. Valid Sublicense. This Agreement having been validly entered into by Adaptimmune and Sublicensee pursuant to the terms of Section 3.1.5 "Sublicenses" of the AAV/HLA-engineering licence;

8.5.4. Sublicensee Certification that Conditions Satisfied Adaptimmune using reasonable efforts to certify or otherwise demonstrate that the conditions set forth in this Section 8.5 have been met within 30 days of expiration of the Initial Notice Period (or within such longer period of time as University agrees is reasonable under the circumstances, based on the nature and extent of any documentation reasonably requested by University); and

8.5.5. Time Limitations. Such negotiations for a direct license not exceeding 90 days from the end of the 30-day (or longer, if applicable) period described in subsection 8.5.4 "Sublicensee Certification that Conditions Satisfied" (subject to extension of said 90-day period by mutual written agreement of University and Sublicensee).

University may, at its sole discretion, waive any of the above requirements. Adaptimmune understands and Universal confirms that if all of the conditions set forth in this Section 8.5 are met, then Adaptimmune will be granted such direct license by University. If any condition set forth in this Section 8.5 is not met, then after expiration of any time period granted to Adaptimmune with respect to meeting such condition , Adaptimmune shall not make, have made, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products and University shall be free to license or not license Licensed Patents to Adaptimmune according to its sole discretion.

9. Release, Indemnification, and Insurance.

9.1. Adaptimmune's Release. For itself and its employees, Adaptimmune hereby releases University and its regents, employees, and agents forever from any suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses) relating to or arising out of (i) the manufacture, use, lease, sale, or other disposition of a Licensed Product or Licensed Material; or (ii) the assigning or sublicensing of Adaptimmune's rights under this Agreement.

9.2. Adaptimmune's Indemnification. Throughout the term of this Agreement and thereafter, Adaptimmune shall indemnify, defend, and hold University and its regents, employees, and agents harmless from all suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses), relating to or arising out of the manufacture, use, lease, sale, or other disposition of a Licensed Product or Licensed Materials, including, without limitation, personal injury, property damage, breach of

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contract and warranty and products-liability claims relating to a Licensed Product or Licensed Materials and claims brought by a sublicensee of Adaptimmune.

9.3. Universal's Indemnification. Throughout the term of this Agreement and thereafter, Universal shall indemnify, defend and hold Adaptimmune and its employees and agents harmless from all suits, actions, claims, liabilities, demands, damages, losses or expenses (including reasonable attorneys' and investigative expenses), relating to or arising out of any breach by Universal (or any of its agents or employees) of the terms of the AAV/HLA-engineering licence. Such indemnification shall not cover any suits, actions, claims, liabilities, demands, damages, losses or expenses to the extent arising as a result of Adaptimmune's breach of the terms of this Agreement or failure to comply with Section 8.5 above.

9.4. Adaptimmune's Insurance.

9.4.1. General Insurance Requirement. Throughout the term of this Agreement, or during such period as the Parties shall agree in writing, Adaptimmune shall maintain in full force and effect commercial general liability (CGL) insurance, with single claim limits consistent with industry standards. Such insurance policy will include coverage for claims arising under Section 9.2 above.

9.4.2. Clinical Trial Liability Insurance. Within thirty (30) days prior to the initiation of human clinical trials with respect to Licensed Product(s), Adaptimmune shall provide to Universal copies of certificates evidencing the existence and amount of clinical trials liability insurance following request from Universal for copies of such certificates.

10. Warranties.

10.1. Authority. Each Party represents and warrants to the other Party that it has full corporate power and authority to execute, deliver, and perform this Agreement, and that no other corporate proceedings by such Party are necessary to authorize the Party's execution or delivery of this Agreement.

11.2 Universal Representation and Warranty. Universal represents and warrants that:

11.2.1 it has sufficient rights, title and interests of the Licensed Patents and Licensed Materials to grant the licenses to Adaptimmune as purported to be granted pursuant to this Agreement;

11.2.2 as at the Effective Date it is not in breach of any of the terms of the AAV/HLA-engineering Licence including any failure to perform or cause to happen or be performed any performance milestones specified in the AAV/HLA-engineering Licence.

10.2. Disclaimers**.**

10.2.1. General Disclaimers. **EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 11.1 "Authority" OF THIS AGREEMENT, UNIVERSAL AND ADAPTIMMUNE DISCLAIM AND EXCLUDE ALL WARRANTIES, EXPRESS AND IMPLIED, CONCERNING EACH LICENSED PATENT AND EACH LICENSED PRODUCT, INCLUDING, WITHOUT LIMITATION, WARRANTIES**

OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.2.2. Patent Disclaimers. Adaptimmune understands that the University expressly disclaims any warranties concerning and makes no representations:

10.2.2.1. Patent Issuance. That the Licensed Patent(s) will be approved or will issue;

10.2.2.2. Licensed Patent Validity/Scope. Concerning the validity or scope of any Licensed Patent; or

10.2.2.3. Non-Infringement. That the manufacture, use, sale, lease or other disposition of a Licensed Product or Licensed Material will not infringe a Third Party's patent or violate a Third Party's intellectual property rights.

11. Damages.

11.1. Remedy Limitation. **EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL UNIVERITY BE LIABLE FOR (A) PERSONAL INJURY OR PROPERTY DAMAGES ARISING IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED IN THIS AGREEMENT AND (B) AND IN NO EVENT SHALL EITHER PARTY OR THE UNIVERSITY BE LIABLE FOR LOST PROFITS (OTHER THAN IN THE CASE OF THE PARTIES DIRECT LOSS OF PROFITS ARISING AS A RESULT OF A BREACH OF CONFIDENTIALITY), LOST BUSINESS OPPORTUNITY, INVENTORY LOSS, WORK STOPPAGE, LOST DATA OR ANY OTHER RELIANCE OR EXPECTANCY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND.**

11.2. Damage Cap. **IN NO EVENT WILL UNIVERSITY'S TOTAL LIABILITY FOR THE BREACH OR NONPERFORMANCE OF THIS AGREEMENT EXCEED THE AMOUNT OF PAYMENTS PAID TO UNIVERSITY BY UNIVERSAL UNDER THE AAV/HLA-ENGINEERING LICENCE. THIS LIMITATION WILL APPLY TO CONTRACT, TORT, AND ANY OTHER CLAIM OF WHATEVER NATURE.**

12. Amendment and Waiver.

This Agreement may be amended from time to time only by a written instrument signed by the Parties. No term or provision of this Agreement will be waived and no breach excused unless such waiver or consent will be in writing and signed by the Party claimed to have waived or consented. No waiver of a breach will be deemed to be a waiver of a different or subsequent breach.

13. Assignment.

The rights and licenses granted by Universal in this Agreement are personal to Adaptimmune and Adaptimmune shall not assign its interest or delegate its duties under this Agreement without the written consent of Universal; any such assignment or delegation made

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without written consent of Universal will not release Adaptimmune from its obligations under this Agreement. The preceding sentence notwithstanding, Adaptimmune, without the prior approval of Universal, may assign all, but no less than all, its rights and delegate all, but no less than all, its duties under this Agreement to a Third Party provided that:

(i) the assignment is made to such Third Party as a part of and in connection with (a) the sale by Adaptimmune of all but no less than all of its assets to the Third Party, (b) the sale, transfer, or exchange by the shareholders, partners, or equity owners of Adaptimmune of a majority interest in Adaptimmune to the Third Party, or (c) the merger of Adaptimmune into the Third Party (each of the events described in part (a), (b) or (c) of this paragraph, an "Acquisition"),

(ii) Adaptimmune obtains from such Third Party written agreement to honor all obligations under this Agreement accrued by Adaptimmune before Acquisition and all obligations under this Agreement to accrue by such Third Party assignee after Acquisition, including any and all financial obligations, and

(iii) no later than 10 days after the close of the transaction pursuant to which such Acquisition is made, Adaptimmune shall provide written notice to Universal of the Acquisition, as well as a substitution of parties document, in which such Third Party assignee assumes responsibility for all of Adaptimmune's outstanding and future obligations relating to this Agreement. Any assignment made in violation of this Article will be void and will, without further act, cause the immediate termination of this Agreement, effective retroactively to the date of the Acquisition.

This Agreement will inure to the benefit of Adaptimmune and Universal and their respective permitted assignees and trustees.

14. Confidentiality.

14.1. Form of transfer. Confidential Information may be conveyed in tangible or intangible form. Disclosing Party must clearly mark its Confidential Information "confidential." If disclosing Party communicates Confidential Information in non-written form, it shall reduce such communications to writing, clearly mark it "confidential", and provide a copy to receiving Party within 30 days of original communication at the address in Article 21 "Notices".

14.2. No Unauthorized Disclosure of Confidential Information. Beginning on the Effective Date and continuing throughout the term of this Agreement and thereafter for a period of 5 years, receiving Party shall not disclose or otherwise make known or available to any Third Party any disclosing Party Confidential Information, without the express prior written consent of disclosing Party. Notwithstanding the foregoing, receiving Party shall be permitted to disclose disclosing Party Confidential Information to (i) actual or potential investors, lenders, consultants, collaborators, sublicensees, or development partners, which disclosure will be made under conditions of confidentiality and limited use and (ii) its attorney or agent as reasonably required. In no event shall receiving Party incorporate or otherwise use disclosing Party's Confidential Information in connection with any patent application filed by or on behalf of receiving Party.

Receiving Party shall restrict the use of disclosing Party's Confidential Information exclusively to the terms of this Agreement. Receiving Party shall use reasonable procedures to safeguard disclosing Party's Confidential Information.

14.3. Access to University Information. University is an agency of the state of Washington and is subject to the Washington Public Records Act, RCW 42.56 et seq., ("Act"). If University receives a request for public records under the Act for documents containing Adaptimmune Confidential Information, and if University concludes that the documents are not otherwise exempt from public disclosure, University will provide Universal notice of the request before releasing such documents. Universal will provide such notice to Adaptimmune. Such notice will be provided in a timely manner to afford Adaptimmune sufficient time to review such documents and/or seek a protective order to the extent agreed as necessary with Universal in good faith and utilizing the procedures described in RCW 42.56.540

14.4. Disclosure as Required by Law. Either Party shall have the right to disclose the other Party's Confidential Information as required by law or valid court order, provided that such Party shall inform the Party who owns such Confidential Information prior to such disclosure and shall limit the scope and recipient of disclosure to the extent required by such law or court order.

15. Consent and Approvals.

Except as otherwise expressly provided, all consents or approvals required under the terms of this Agreement must be in writing and will not be unreasonably withheld or delayed.

16. Construction.

The headings preceding and labeling the sections of this Agreement are for the purpose of identification only and will not in any event be employed or used for the purpose of construction or interpretation of any portion of this Agreement. As used herein and where necessary, the singular includes the plural and vice versa, and masculine, feminine, and neuter expressions are interchangeable.

17. Enforceability.

If a court of competent jurisdiction adjudges a provision of this Agreement unenforceable, invalid, or void, such determination will not impair the enforceability of any of the remaining provisions hereof and the provisions will remain in full force and effect.

18. No Third-Party Beneficiaries.

No provision of this Agreement, express or implied, confers upon any person other than the Parties to this Agreement and the University any rights, remedies, obligations, or liabilities hereunder.

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19. Language.

Unless otherwise expressly provided in this Agreement, all notices, reports, and other documents and instruments that a Party hereto elects or is required by the terms of this Agreement to deliver to the other Party hereto will be in English.

20. Notices.

All notices, requests, and other communications that a Party is required or elects to deliver will be in writing and will be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other Party at its address set forth below or to another address as a Party may designate by notice given pursuant to this article:

If to Universal: Universal Cells, Inc

Attn: Claudia Mitchell, CEO

720 Broadway

Seattle, WA 98122

Email: ***

If to Adaptimmune: Adaptimmune Limited

Attn: Helen Tayton-Martin, COO

101 Park Drive, Milton Park, Abingdon

Oxfordshire, OX14 4RY

E-mail: *** with a copy to legal@adaptimmune.com

21. Patent Marking.

Adaptimmune shall mark all material forms of Licensed Product(s) or packaging pertaining thereto made and sold by Adaptimmune in the United States with patent marking conforming to 35 U.S.C. §287(a), as amended from time to time. Such marking shall further identify the pendency of any U.S. patent application and/or any issued U.S. or foreign patent forming any part of the Licensed Patents. All Licensed Product(s) shipped to or sold in other countries will be marked in such a manner as to provide notice to potential infringers pursuant to the patent law and practice of the country of manufacture or sale.

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

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22. Publicity.

The Parties will cooperate with one another to review and respond to any press release or similar communication proposed by the other Party regarding the non-confidential subject matter of this Agreement. The specific content and timing of such press releases or similar communication is subject to mutual agreement by the Parties, which will not be unreasonably withheld.

23. Relationship of Parties.

In entering into, and performing their duties under, this Agreement, the Parties are acting as independent contractors and independent employers. No provision of this Agreement shall create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. No Party shall have the authority to act for or bind the other Party in any respect.

24. Survival.

Immediately upon the termination or expiration of this Agreement all Company's rights under this Agreement will terminate; provided, however, Company's obligations that have accrued prior to the effective date of termination or expiration of this Agreement (*e.g.*, the obligation to report and make payments on sales, leases, or dispositions of Licensed Products and to reimburse University for costs) and the obligations specified in Sections 6.1 "Payments" and 6.4 "Sales Reports" will survive. The obligations and rights set forth in Sections 6.5 "Records Retention and Audit Rights" and 9.3 "Effect of Termination" and Articles 10 "Release, Indemnification, and Insurance", 11 "Warranties", 12 "Damages", 15 "Confidentiality", 29 "Applicable Law" and 30 "Forum Selection" will survive the termination or expiration of this Agreement.

25. Collection Costs and Attorneys' Fees.

If a Party fails to perform an obligation or otherwise breaches one or more of the terms of this Agreement, the other Party may recover from the non-performing breaching Party all its costs (including actual attorneys' and investigative fees) to enforce the terms of this Agreement.

26. Applicable Law.

The internal laws of the state of Washington will govern the validity, construction, and enforceability of this Agreement, without giving effect to the conflict of laws principles thereof.

27. Forum Selection.

A suit, claim, or other action to enforce the terms of this Agreement will be brought exclusively in the state and federal courts of King County, Washington.

28. Entire Agreement.

This Agreement (including all attachments, exhibits, and amendments) is the final and complete understanding between the Parties concerning licensing the Licensed Patents. This Agreement supersedes any and all prior or contemporaneous negotiations, representations, and agreements, whether written or oral, concerning the Licensed Patents. This Agreement may not

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be modified in any manner, except by written agreement signed by an authorized representative of both Parties. Nothing in this Section excludes or limits any liability for fraud or fraudulent misrepresentation.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives.

Adaptimmune Limited		**Universal Cells Inc**	
By:	/s/ James Noble	By:	/s/ Claudia Mitchell
Name:	James Noble	Name:	Claudia Mitchell
Title:	CEO	Title:	CEO
Date:	25-11-15	Date:	11/25/15

Exhibit A

Patent License Schedule

A1. Licensed Patents:

A1.1 **Group 1 Licensed Patents: Non-exclusive grant**

UW#	IP#	Short Title	Status	Application Number	Filing Date	Grant
41571	41571.01US2	AAV Isolates and AAV Vectors	Issued/Granted	08/873,168	6/11/1997	Non-exclusive

A1.2 **Group 2 Licensed Patents**

UW#	IP#	Short Title	Status	Application Number	Filing Date	Grant
41754	41754.01US1	Targeted Gene Modification by Parvoviral Vectors	Converted	60/044,789	4/24/1997	Group 2 Licensed Patents Scope
	41754.02WO2	Targeted Gene Modification by Parvoviral Vectors	Nationalized	PCT/US98/07964	4/20/1998	
	41754.03US1	Targeted Gene Modification by Parvoviral Vectors	Converted	60/106,191	10/28/1998	

	41754.04AU2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	72521/98	4/20/1998	
	41754.05CA2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	2,289,277	4/20/1998	
	41754.06EP2	Targeted Gene Modification by Parvoviral Vectors	Validated	98919818.9	4/20/1998	
	41754.10WO2	Targeted Gene Modification by Parvoviral Vectors	Nationalized	PCT/US99/25462	10/27/1999	
	41754.18US4	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	10/423,604	4/24/2003	
	41754.20FR2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	4/20/1998	
	41754.21DE2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	4/20/1998	
	41754.22CH2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	4/20/1998	
	41754.23IE2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	4/20/1998	
	41754.24GB2	Targeted Gene Modification by Parvoviral Vectors	Issued/Granted	98919818.9	4/20/1998	
	41754.25US5	Targeted Gene Modification by Parvoviral Vectors	Pending	13/114,117	5/24/2011	
	41754.26CA3	Targeted Gene Modification by Parvoviral Vectors	Pending	2,797,661	4/20/1998	
45039	45039.01GB2	Methods for Improving the Efficiency of Gene Targeting	Pending	1301125.9	1/22/2013	Jointly owned with third party
	45039.02WO2	Methods for Improving the Efficiency of Gene Targeting	Pending	PCT/GB2014/050173	1/22/2014	Jointly owned with third party

A1.3 **Group 3 Licensed Patents**

UW#	IP#	Short Title	Status	Application Number	Filing Date	Grant
43950	43950.01US1	HLA Homozygous Cells and Methods of Use Thereof	Converted	60/905,966	3/9/2007	Exclusive all fields
	43950.02US2	HLA Homozygous Cells and Methods of Use Thereof	Issued/Granted	12/044,471	3/7/2008	
	43950.03US4	HLA Homozygous Cells	Issued/Granted	13/333,010	12/21/2011	
45038	N/A	***	Not Filed Yet	N/A	N/A	
45365	45365.01US1	B2M-deficient human cells	Converted	61/477,474	4/20/2011	Exclusive all fields

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

	45365.02WO2	B2M-deficient human cells	Nationalized	PCT/US2012/034051	4/18/2012	
	45365.03US2	B2M-deficient human cells	Pending	14/111,837	10/15/2013	
	45365.04CA2	B2M-deficient human cells	Pending	2,833,173	4/18/2012	
	45365.05EP2	B2M-deficient human cells	Pending	12720040.0	4/18/2012	
	45365.06JP2	B2M-deficient human cells	Pending	Not available	4/18/2012	
45826	45826.01US1	HLA Class II Deficient Cells	Converted	61/625,314	4/17/2012	Exclusive all fields
	45826.02WO2	HLA Class II Deficient Cells	Pending	PCT/US2013/032058	3/15/2013	
46825	N/A	***	Not Filed Yet	N/A	N/A	
46895	N/A	***	Not Filed Yet	N/A	N/A	

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

Licensed Patents includes University rights in any patent application that may be filed by University solely on the technology specified in invention disclosures listed above where the patent status is “Not Yet Filed”

Exhibit B

Licensed Materials

UW Materials to Transfer to Universal Cells

Cell lines

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AAV Vector stocks

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Plasmids

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Foamy Vectors and Plasmids

Foamy vectors

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Foamy helper plasmids

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Foamy backbones

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Foamy vector plasmids

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Foamy reprogramming plasmids

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Single chain construct plasmids

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Exhibit 12.1

Section 302 Certificate

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

I, James Noble, certify that:

1. I have reviewed this Transition Report on Form 20-F of Adaptimmune Therapeutics plc;

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

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

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

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

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

   c. disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by this report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

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

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

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

Date: March 17, 2016

/s/ James Noble
James Noble
Chief Executive Officer

Exhibit 12.2

Section 302 Certificate

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

I, Adrian Rawcliffe, certify that:

1. I have reviewed this Transition Report on Form 20-F of Adaptimmune Therapeutics plc;

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

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

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

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

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

   c. disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by this report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

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

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

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

Date: March 17, 2016

/s/ Adrian Rawcliffe
Adrian Rawcliffe
Chief Financial Officer

Exhibit 13.1

Section 906 Certificate

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

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

1. The Transition Report on Form 20-F for the six months ended December 31, 2015 (the "Form 20-F") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Form 20-F fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 17, 2016

/s/ James Noble
James Noble
Chief Executive Officer

Exhibit 13.2

Section 906 Certificate

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

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

1. The Transition Report on Form 20-F for the six months ended December 31, 2015 (the "Form 20-F") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Form 20-F fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 17, 2016

/s/ Adrian Rawcliffe
Adrian Rawcliffe
Chief Financial Officer

Exhibit 15.1

Consent of Independent Registered Public Accounting Firm
The Board of Directors
Adaptimmune Therapeutics plc:

We consent to the incorporation by reference in the registration statement (No. 333-203929) on Form S-8 of Adaptimmune Therapeutics plc of our report dated March 17, 2016 with respect to the consolidated balance sheets of Adaptimmune Therapeutics plc as of December 31, 2015, June 30, 2015 and 2014, and the related consolidated statements of income, comprehensive loss, changes in equity and cash flows for the six months ended December 31, 2015 and each of the years in the three-year period ended June 30, 2015 which report appears in the December 31, 2015 Transition Report on Form 20-F of Adaptimmune Therapeutics plc.

/s/ KPMG LLP
Reading, United Kingdom
17 March 2016