

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**Current Report  
Pursuant to Section 13 or 15(d) of  
the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **March 15, 2017**

**ADAPT IMMUNE THERAPEUTICS PLC**

(Exact name of registrant as specified in its charter)

**England and Wales**  
(State or other jurisdiction of incorporation)

**1-37368**  
(Commission File Number)

**Not Applicable**  
(IRS Employer Identification No.)

**101 Park Drive, Milton Park  
Abingdon, Oxfordshire OX14 4RY  
United Kingdom**  
(Address of principal executive offices, including zip code)

**(44) 1235 430000**  
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On March 15, 2017, Adaptimmune Therapeutics plc (the "Company") announced that it has broadened its executive team with the appointment of co-founder, Helen Tayton-Martin, Ph.D., M.B.A., to the newly-created role of Chief Business Officer ("CBO"), and Mr. William (Bill) Bertrand, Jr., J.D., as Chief Operating Officer ("COO"). Both appointments are effective March 15, 2017.

Dr. Tayton-Martin has transitioned from her prior role as COO to the new CBO position that will see her focus entirely on optimizing the strategic and commercial opportunities for the Company's assets. Her new role encompasses all aspects of pipeline and technology assessment, strategic portfolio analysis, partnerships and commercial planning. She will retain responsibility for alliances including the strategic partnership with GlaxoSmithKline.

Mr. Bertrand will assume responsibility for a range of operational functions, including compliance, risk management, human resources and legal/IP and will be based at Adaptimmune's U.S. headquarters in Philadelphia. Mr. Bertrand will work closely with Dr. Tayton-Martin and the rest of the Company's executive team in helping Adaptimmune prepare for the next stage in its development.

In connection with Mr. Bertrand's appointment, the Company entered into an employment agreement with Mr. Bertrand that governs the terms of his employment with the Company. Among other things, the employment agreement provides for (i) an annual base salary; (ii) at the sole discretion of the Board (or an authorized committee thereof), an annual target cash performance bonus of 45% of his annual base salary, and (iii) participation in the Company's equity plans. On March 15, 2017, Mr. Bertrand was granted an option to purchase 3,407,904 ordinary shares in the Company, which will vest over a four-year period, with 25% vesting on the first anniversary of the date of grant and the remainder vesting monthly thereafter in equal increments for 36 months.

If Mr. Bertrand's employment is terminated by the Company without cause, or if he resigns for good reason, then Mr. Bertrand will be entitled under his agreement and the Company's executive severance policy to receive a severance payment equal to his annual base salary for nine months and to payment of premiums for continuation of healthcare benefits for a period of nine months following such termination. In addition, at the sole discretion of the Board (or an authorized committee thereof), Mr. Bertrand may be paid a lump sum cash amount equal to his target annual performance bonus for the year of termination, prorated based on the number of calendar days he was employed during the year. Furthermore, if Mr. Bertrand is terminated without cause or resigns for good reason within 12 months following a change in control, he will be entitled to receive a severance payment equal to his annual base salary for 12 months, payment of premiums for continuation of healthcare benefits for a period of 12 months, a lump sum cash amount equal to the full target performance bonus for the year of termination, and accelerated vesting of any unvested and outstanding equity awards. In order to receive severance benefits under the employment agreement and policy, Mr. Bertrand is required to execute a release of claims in favor of the Company and comply with certain other post-employment covenants set forth in the employment agreement.

In connection with Dr. Tayton-Martin's appointment as Chief Business Officer, the Company entered into a service agreement with Dr. Tayton-Martin that governs the terms of her employment with the Company. Among other things, the service agreement provides for (i) an annual base salary; (ii) at the sole discretion of the Board (or an authorized committee thereof), an annual target cash performance bonus of 45% of her annual base salary, and (iii) participation in the Company's equity plans.

If Dr. Tayton-Martin's employment is terminated by the Company without cause, or if she resigns for good reason, then Dr. Tayton-Martin will be entitled under her agreement and the Company's executive severance policy to receive a severance payment equal to her annual base salary for nine months and to payment of premiums for continuation of healthcare benefits for a period of nine months following such termination. In addition, at the sole discretion of the Board (or an authorized committee

thereof), Dr. Tayton-Martin may be paid a lump sum cash amount equal to her target annual performance bonus for the year of termination, prorated based on the number of calendar days she was employed during the year. Furthermore, if Dr. Tayton-Martin is terminated without cause or resigns for good reason within 12 months following a change in control, she will be entitled to receive a severance payment equal to her annual base salary for 12 months, payment of premiums for continuation of healthcare benefits for a period of 12 months, a lump sum cash amount equal to the full target performance bonus for the year of termination, and accelerated vesting of any unvested and outstanding equity awards. In order to receive severance benefits under the employment agreement and policy, Dr. Tayton-Martin is required to execute a release of claims in favor of the Company and comply with certain other post-employment covenants set forth in the service agreement.

Following these changes, our executive team consists of James Noble, Chief Executive Officer, Helen Tayton-Martin, Ph.D., Chief Business Officer, Rafael Amado, M.D., Chief Medical Officer, Adrian Rawcliffe, Chief Financial Officer, Gwendolyn Binder-Scholl, Ph.D., Chief Technology Officer and William (Bill) Bertrand, Chief Operating Officer.

A copy of the Company's press release, Mr. Bertrand's employment agreement and Dr. Tayton-Martin's service agreement are attached as Exhibits 99.1, 99.2 and 99.3 hereto and are incorporated by reference herein.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits. The following exhibits are furnished as part of this Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
99.1	Press release dated March 15, 2017.
99.2	Employment Agreement, dated March 15, 2017 and effective from March 15, 2017, between Adaptimmune LLC and William Bertrand.
99.3	Service Agreement, dated March 15, 2017 and effective from March 15, 2017, between Adaptimmune Limited and Helen Tayton-Martin.

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**SIGNATURES**

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

ADAPT IMMUNE THERAPEUTICS PLC

Date: March 15, 2017

By: /s/ Margaret Henry  
Name: Margaret Henry  
Title: Corporate Secretary

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**Exhibit Index**

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### Adaptimmune Broadens Executive Team

PHILADELPHIA, Pa. and OXFORD, UK., March 15, 2017 — Adaptimmune Therapeutics plc (Nasdaq: ADAP), a leader in T-cell therapy to treat cancer, today announced that it has broadened its executive team with the appointment of co-founder, Helen Tayton-Martin, Ph.D., M.B.A., to the newly-created role of Chief Business Officer, and Mr. William (Bill) Bertrand, Jr., J.D., as Chief Operating Officer. Both appointments are effective immediately.

Adaptimmune has an unrivalled portfolio of SPEAR T-cells, with four INDs open, including three for its wholly-owned SPEAR T-cells. Adaptimmune is also progressing pre-clinical work on a number of other targets, other HLA programs, second-generation products, allogeneic cells and autoimmune disease, and has a partnership with Bellicum to evaluate its switch technology.

Dr. Tayton-Martin has transitioned from her prior role as COO to the new CBO position that will see her focus entirely on optimizing the strategic and commercial opportunity for the Company's assets. Her new role encompasses all aspects of pipeline and technology assessment, strategic portfolio analysis, partnerships and commercial planning. She will retain responsibility for alliances including the strategic partnership with GSK.

Mr. Bertrand, a highly experienced senior leader within the U.S. biotech industry, will assume responsibility for a range of operational functions, including compliance, risk management, human resources and legal/IP, based at Adaptimmune's U.S. headquarters in Philadelphia. Mr. Bertrand will work closely with Dr. Tayton-Martin and the rest of the executive team in helping to prepare Adaptimmune for its next stage of development.

"We are delighted to welcome Bill Bertrand on board. Having been a senior executive at numerous life sciences companies, he brings extensive operational and management experience that is invaluable to support our next development stage, and, importantly, this appointment will also enable Helen Tayton-Martin to focus exclusively on maximizing the commercial opportunity for our substantial pipeline," said James Noble, Adaptimmune's Chief Executive Officer.

"This is a very exciting time for Adaptimmune as we progress four INDs enabling nine studies across 11 indications. I am pleased to be able to focus entirely on strategically optimizing our portfolio and partnerships," commented Dr. Tayton-Martin.

"I am enthusiastic about joining Adaptimmune," said Mr. Bertrand. "I believe the Company has great potential and it has already achieved numerous key milestones, with a very exciting future in prospect. I look forward to working with James and the rest of the team as we continue to build Adaptimmune for its next stage of growth and prepare for and deliver our pipeline to patients."

Dr. Tayton-Martin has 25 years of experience working within the pharma, biotech and consulting environment in disciplines across preclinical and clinical development, outsourcing, strategic planning, due diligence and business development. She formerly served as Chief Operating Officer and is a co-founder of Adaptimmune, joining from Avidex Limited (subsequently Medigene) where she was responsible for commercial development of the soluble TCR program in cancer and HIV therapy. Dr. Tayton-Martin holds a Ph.D. in molecular immunology from the University of Bristol, U.K. and an M.B.A. from London Business School.

Mr. Bertrand's prior experience includes a 12 year tenure at MedImmune, where he served as its first General Counsel and Chief Compliance Officer, along with holding a variety of operational and corporate strategy roles. He has also formerly served as Executive Vice President, General Counsel for Infinity Pharmaceuticals, Inc., and as Senior Vice President, Acting Chief Operating Officer and General Counsel for Salix Pharmaceuticals, where he remained as General Manager to help finalize the integration of the company's \$14 billion acquisition by Valeant Pharmaceuticals in April 2015. He is currently a member of the board of directors of Ardelyx, Inc. (Nasdaq: ARDX). Mr. Bertrand received a J.D. from the University of Wisconsin and a B.S. in biology from Wayne State University.

#### About Adaptimmune

Adaptimmune is a clinical-stage biopharmaceutical company focused on the development of novel cancer immunotherapy products. The Company's unique SPEAR® (Specific Peptide Enhanced Affinity Receptor) T-cell platform enables the engineering of T-cells to target and destroy cancer, including solid tumors. Adaptimmune has a number of proprietary clinical programs, and is also developing its NY-ESO SPEAR T-cell program under a strategic collaboration and licensing agreement with GlaxoSmithKline. The Company is located in Philadelphia, USA and Oxfordshire, U.K. For more information, please visit <http://www.adaptimmune.com>

#### Forward-Looking Statements

This release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 (PSLRA). These forward-looking statements involve certain risks and uncertainties. Such risks and uncertainties could cause our actual results to differ materially from those indicated by such forward-looking statements, and include, without limitation: the success, cost and timing of our product development activities and clinical trials and our ability to successfully advance our TCR therapeutic candidates through the regulatory and commercialization processes. For a further description of the risks and uncertainties that could cause our actual results to differ materially from those expressed in these forward-looking statements, as well as risks relating to our business in general, we refer you to our Annual Report on Form 10-K filed with the Securities and Exchange Commission (SEC) on March 13, 2017, and our other SEC filings. The forward-looking statements contained in this press release speak only as of the date the statements were made and we do not undertake any obligation to update such forward-looking statements to reflect subsequent events or circumstances.

#### Adaptimmune Contacts

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**EMPLOYMENT AGREEMENT**

This EMPLOYMENT AGREEMENT (this "Agreement") is made as of March 15, 2017, by and between Adaptimmune, LLC (the "Company"), a limited liability corporation and wholly-owned subsidiary of Adaptimmune Limited, and William Bertrand, an individual residing at 21729 Brink Meadow Lane, Germantown MD 20876 ("Executive").

WHEREAS the Company and Executive desire to enter into this Agreement to establish and govern the terms and conditions of Executive's employment by the Company;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Employment. The Company agrees to employ Executive and the Executive agrees to provide services to the Company from March 15, 2017 ("Commencement of Employment") until the termination of Executive's employment hereunder pursuant to Section 5. The period from Commencement of Employment through the date of Executive's termination of employment shall be referred to as the "Employment Period."

2. Position and Duties.

(a) During the Employment Period, Executive shall serve as the Chief Operating Officer (COO) of the Group and in such capacity shall have the normal duties, responsibilities, functions and authority of a COO, subject to the power and authority of the Company's Chief Executive Officer and the board of directors or the remuneration committee of such board of directors, as applicable (the "Board") of Adaptimmune Therapeutics plc to expand or limit such duties, responsibilities, functions and authority, and the power and authority of the Board to overrule actions of officers of the Company. During the Employment Period, Executive shall render such services to the Company which are consistent with Executive's position and as the Chief Executive Officer and the Board may from time to time direct.

In this Agreement, "Group" means Adaptimmune Therapeutics plc and its subsidiaries from time to time and "Group Company" means a company which is a member of the Group and includes the Company.

(b) During the Employment Period, Executive shall report to the Chief Executive Officer and shall devote his best efforts and his full business time and attention to the business and affairs of the Company. Executive shall perform his duties, responsibilities and functions to the best of his abilities in a diligent, trustworthy, professional and efficient manner, shall comply with the policies and procedures of the Company and of Adaptimmune Therapeutics plc and shall comply with all applicable federal, state and/or local laws. In performing his duties and exercising his authority under this Agreement, Executive shall develop, support and implement the business and strategic plans approved from time to time by the Board. So long as Executive is employed by the Company, Executive shall not, without the prior written consent of the Board, accept other employment or perform other services for compensation, which the Board reasonably considers may be, or become harmful to the interests of the Company or any Group Company or which might reasonably be considered to interfere with Executive's duties under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall preclude Executive from engaging in educational, charitable, political, professional and civic activities, provided that such engagement does not interfere with Executive's duties and responsibilities hereunder.

(c) During the Employment Period, Executive's primary work location shall be Philadelphia, Pennsylvania; provided, however, that Executive shall travel to other locations and countries as and when required by the Company including, but not limited to, travel to the Company's affiliate offices in the United Kingdom.

3. At-Will Relationship. Executive's employment with the Company is at-will and not for any specified period and may be terminated by either Executive or the Company at any time for any or no

reason, subject to Section 5 of this Agreement. Nothing in this Agreement is intended to or should be construed to contradict, modify or alter this at-will employment relationship.

4. Compensation and Benefits.

(a) Base Salary. During the Employment Period, Executive's base salary initially, with effect from March 15, 2017, shall be \$400,000 per annum, which may be modified by the Company in its sole discretion (the "Base Salary"), and which shall be payable by the Company in regular installments in accordance with the Company's payroll practices in effect from time to time, less applicable deductions and withholding as required by law. For the avoidance of doubt, in any partial calendar year in the Employment Period, the Base Salary shall be prorated to reflect the period of time for which Executive is actually employed by the Company pursuant to this Agreement. During the Employment Period, the Base Salary shall be reviewed annually by the Company in accordance with the guidelines and procedures of the Company and any Group Company applicable to similarly situated executives.

(b) Bonus. Subject to the terms of the Executive Severance Policy of Adaptimmune Therapeutics plc, in force from time to time (the "Executive Severance Policy"), in addition to the Base Salary, Executive will be eligible to receive a bonus, determined by the Board, following the end of each calendar year that ends during the Employment Period ("Annual Bonus"), subject to: (i) objective criteria set forth by the Board or an authorized delegate thereof on an annual basis; and (ii) the overall performance of the Company and the Group. The initial target Annual Bonus with effect from March 15, 2017 shall be forty-five percent (45%) of Executive's Base Salary. The Annual Bonus shall be pro-rated for any year of employment and paid in a single lump sum no later than March 15, of the year following the calendar year in which the Annual Bonus, if any, was earned. For clarity the Executive will be eligible to receive an Annual Bonus for each calendar year where the objective criteria referred to in Section 4(b)(i) above are met unless as a result of the overall performance of the Company and any Group Company in any particular calendar year, the Board or an authorized delegate thereof determines that: (i) no annual bonuses (or equivalent payments) will be paid to any senior executives of the Company and/or of any Group Company with respect to such calendar year, in which case the Annual Bonus will not be paid to Executive; or (ii) reduced annual bonuses (or equivalent payments) will be paid to any senior executives of the Company and/or of any Group Company with respect to each calendar year, in which case the Annual Bonus payable to Executive shall also be reduced.

Executive must be employed by the Company on December 31<sup>st</sup> of the calendar year on which the bonus is based in order to be eligible to receive the Annual Bonus. Any Annual Bonus payments shall be paid to Executive less applicable deductions and withholding as required by law. Nothing in this Agreement will preclude the Company from changing or altering the objective criteria referred to under Section 4(b)(i), in whole or in part, in the Company's sole discretion.

(c) Stock Options. During the Employment Period, Executive shall be eligible to participate in the equity plans sponsored and/or maintained by the Company and its affiliates from time to time, in accordance with the terms of any such plans, at the sole and absolute discretion of the Company and the Board.

(d) Employee Benefits. During the Employment Period, Executive shall be entitled to participate in all of the Company's then-existing employee benefit programs for which senior executive employees of the Company are generally eligible. Nothing in this Agreement will preclude the Company from changing, altering or terminating any of the plans or programs for which employees of the Company are eligible, in whole or in part, in the Company's sole discretion.

(e) Vacation. During the Employment Period, Executive shall receive paid vacation per calendar year (prorated to reflect the period of time for which

Executive is actually employed by the Company pursuant to this Agreement), to be accrued and taken in accordance with the Company's then-existing vacation policies. Any accrued but unused vacation remaining at the end of the Employment Period shall be paid to Executive in accordance with the Company's payroll practices in effect at such time.

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(f) Business Equipment. During the Employment Period, the Company shall provide Executive with equipment for business use in accordance with the Company's then-existing device policy ("Business Equipment"). The Company also agrees to pay reasonable related monthly service charges for the Business Equipment. Executive understands that the Business Equipment provided by the Company is for business use and will remain the property of the Company. Upon termination of employment or on demand by the Company at any time, Executive agrees to immediately return the Business Equipment without copying, deleting or otherwise modifying any data, documents or information stored on the Business Equipment.

5. Notice of Termination

(a) Notice of Termination. Subject to the terms of this Agreement, the Employment Period and Executive's employment with the Company may be terminated by the Company immediately at any time and for any or no reason, and by Executive for any reason including but not limited to Good Reason, on provision of 60 days written notice. Any termination of employment by the Company or by Executive under this Section 5 shall be communicated by a written notice to the other party hereto indicating the specific termination provision in this Agreement relied upon (a "Notice of Termination").

(b) The Executive Severance Policy as in force from time to time shall apply to the Executive in relation to the Employment. Such policy may be amended or terminated in accordance with the terms of the policy, save that where any proposed amendment or termination substantially reduces the rights of Executive following the termination of Executive's employment: (i) the Company will consult with Executive on such proposed amendment or termination; and (ii) any such substantial reduction in the rights or benefits of Executive must be agreed with Executive. Where, following consultation, Executive does not agree to any such proposed amendment or termination, then the Executive Severance Policy shall continue in full force and effect without such proposed amendment or termination.

6. Confidential Information

(a) Executive shall not, except as may be required to perform Executive's duties hereunder or as required by applicable law, during the Employment Period and after employment ends (regardless of the reason), without limitation in time or until such information shall have become public other than by Executive's unauthorized disclosure, disclose to others or use, whether directly or indirectly, any non-public confidential or proprietary information with respect to the Company and/or its subsidiaries and affiliates, including, without limitation, their business relationships, negotiations and past, present and prospective activities, methods of doing business, know-how, trade secrets, data, formulae, product designs and styles, product development plans, customer lists, investors, and all papers, resumes and records (including computer records) of the documents containing such information ("Confidential Information"). Executive stipulates and agrees that as between Executive and the Company the foregoing matters are important and that material and confidential proprietary information and trade secrets affect the successful conduct of the businesses of the Company and its subsidiaries and affiliates (and any successor or assignee of the Company or its subsidiaries and affiliates). Nothing about the foregoing shall preclude Executive from testifying truthfully in any forum or from providing truthful information to any government agency or commission.

(b) Executive agrees not to remove from the Company's premises any property of the Company including, but not limited to, documents, records, or materials containing any Confidential Information, except as necessary to perform Executive's work for the Company.

(c) Executive agrees to deliver or return to the Company, at the Company's request at any time or upon termination of Executive's employment (regardless of the reason): (i) all documents, computer tapes and disks, records, lists, data, drawings, prints, notes and written information (and all copies thereof) furnished by or on behalf of or for the benefit of the Company or its subsidiaries or affiliates or prepared by Executive during the term of Executive's employment by the Company, regardless of whether Confidential Information is contained therein; and (ii) all physical property of the Company or its subsidiaries or affiliates which Executive received in connection with Executive's employment with the

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Company including, without limitation, credit cards, passes, door and file keys, and computer hardware and software existing in tangible form.

(d) Executive represents and warrants to the Company that Executive took nothing with him which belonged to any former employer when Executive left his prior position and that Executive has nothing that contains any information which belongs to any former employer. If at any time Executive discovers this is incorrect, Executive shall promptly return any such materials to Executive's former employer. The Company does not want any such materials, and Executive shall not be permitted to use or refer to any such materials in the performance of Executive's duties hereunder.

7. Work Product and Intellectual Property, Inventions and Patents

(a) For purposes of this Agreement, "Work Product" shall include (i) all works, materials, ideas, innovations, inventions, discoveries, techniques, methods, processes, formulae, compositions, developments, improvements, technology, know-how, algorithms, data and data files, computer process systems, computer code, software, databases, hardware configuration information, research and development projects, experiments, trials, assays, lab books, test results, specifications, formats, designs, drawings, blueprints, sketches, artwork, graphics, documents, records, writings, reports, machinery, prototypes, models, sequences, and components; (ii) all tangible and intangible embodiments of the foregoing, of any kind or format whatsoever, including in printed and electronic media; and (iii) all Intellectual Property Rights (as defined below) associated with or related to the foregoing.

"Company Work Product" shall include all Work Product that Executive partially or completely creates, makes, develops, discovers, derives, conceives, reduces to practice, authors, or fixes in a tangible medium of expression, whether solely or jointly with others and whether on or off the Company's premises, in connection with the Company's business (w) while employed by the Company, or (x) with the use of the time, materials, or facilities of the Company or its affiliates, or (y) relating to any product, service, or activity of the Company or its affiliates of which Executive has knowledge, or (z) suggested by or resulting from any work performed by Executive for the Company or its affiliates.

(b) For purposes of this Agreement, "Intellectual Property Rights" means any and all worldwide rights, title, or interest existing now or in the future under patent law, trademark law, copyright law, industrial rights design law, moral rights law, trade secret law, and any and all similar proprietary rights, however denominated, and any and all continuations, continuations-in-part, divisions, renewals, reissue, reexaminations, extensions and/or restorations thereof, now or hereafter in force and effect, including without limitation all patents, patent applications, industrial rights, mask works rights, trademarks, trademark applications, trade names, slogans, logos, service marks and other marks, copyrightable material, copyrights, copyright applications, moral rights, trade secrets, and trade dress.

(c) Executive acknowledges and agrees that all Company Work Product is and shall belong to the Company. Executive shall and hereby does irrevocably assign and transfer to the Company all of Executive's right, title, and interest in and to all Company Work Product, which assignment shall be effective as of the moment of creation of such Company Work Product without requiring any additional actions of the parties.

(d) All copyrightable material included in Company Work Product that qualifies as a “work made for hire” under the U.S. Copyright Act is deemed a “work made for hire” created for and owned exclusively by the Company, and the Company shall be deemed the owner of the copyright and all other Intellectual Property Rights associated therewith.

(e) To the extent any of the rights, title, and interest in and to Company Work Product cannot be assigned by Executive to the Company, Executive hereby grants to the Company a perpetual, exclusive, royalty-free, transferable, assignable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable rights, title, and interest. To the extent any of the rights, title, and interest in and to Company Work Product can neither be assigned nor licensed by Executive to the Company, Executive hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable rights, title, and interest against the Company or its affiliates, or

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its and their directors, officers, agents, employees, contractors, successors, or assigns. For the avoidance of doubt, this Section 7(e) shall not apply to any Work Product that (i) does not relate, at the time of creation, making, development, discovery, derivation, conception, reduction to practice, authoring, or fixation in a tangible medium of expression of such Work Product, to the Company’s business or actual or demonstrably anticipated research, development or business; and (ii) was developed entirely in Executive’s own time; and (iii) was developed without use of any of the Company’s equipment, supplies, facilities, or trade secret information; and (iv) did not result from any work Executive performed for the Company.

(f) Executive agrees, represents, and warrants that to the extent any Prior Work Product exists relating in any way to the Company’s existing business, or demonstrably anticipated research and development or future business, which was created, made, developed, discovered, derived, conceived, reduced to practice, authored, or fixed in a tangible medium of expression by Executive prior to Executive’s employment with the Company (collectively, the “Prior Work Product”) the Executive shall notify the Company of such Prior Work Product and obtain the Company’s prior written consent prior to using in any way the Prior Work Product during the course of the Executive’s employment with the Company. Executive agrees, represents, and warrants that Executive has no rights in or to any Work Product related to Executive’s employment with the Company, or to the Company and its affiliates generally, other than the Prior Work Product. Executive hereby grants to the Company a perpetual, royalty-free, irrevocable, worldwide, fully paid-up license (with rights to transfer, assign, and sublicense through multiple tiers of sublicensees) to practice all Intellectual Property Rights relating to any Prior Work Product that Executive uses, incorporates, or permits to be incorporated, in any Company Work Product. Notwithstanding the foregoing, Executive will not use, incorporate, or permit to be incorporated, any Prior Work Product in any Company Work Product without the Company’s prior written consent.

(g) Executive agrees, during and after Executive’s employment, to perform and to assist the Company, its affiliates, and its and their successors, assigns, delegates, nominees, and legal representatives with all acts that the Company deems necessary or desirable to permit and assist the Company in applying for, obtaining, perfecting, protecting, and enforcing the full benefits, enjoyment, rights, and title throughout the world of the Company in and to all Company Work Product, which acts and assistance may include, without limitation, the signing and execution of documents (at no cost to the Company) and assistance or cooperation in the filing, prosecution, registration, and memorialization of assignment of any applicable Intellectual Property Rights; acts pertaining to the enforcement of any applicable Intellectual Property Rights; and acts pertaining to other legal proceedings related to Company Work Product. If the Company is unable for any reason to secure Executive’s signature to any document that the Company deems necessary or desirable to permit and assist the Company in applying for, obtaining, perfecting, protecting, and enforcing the full benefits, enjoyment, rights and title throughout the world of the Company in and to all Company Work Product, Executive hereby irrevocably designates and appoints the Company, its officers, and directors as Executive’s attorney in fact to sign and execute such documents in Executive’s name, all with the same legal force and effect as if executed by Executive. This designation of power of attorney is a power coupled with an interest and is irrevocable. Executive will not retain any proprietary interest in any Company Work Product and shall not register, file, seek to obtain, or obtain any Intellectual Property Rights covering any Company Work Product in Executive’s own name.

(h) Executive agrees to disclose and describe to the Company promptly and in writing to the Company all Company Work Product to which the Company is entitled as provided above. Executive shall deliver all Company Work Product in Executive’s possession whenever the Company so requests, and, in any event, prior to or upon Executive’s termination of employment. After the Company confirms receipt of Company Work Product, Executive shall delete or destroy all Company Work Product in Executive’s possession whenever the Company so requests and at the Company’s reasonable direction, without retaining any copies thereof, and, in any event, prior to or upon Executive’s termination of employment.

(i) Consistent with Executive’s obligations under Section 6, Executive shall hold in the strictest confidence, and will not disclose, furnish or make accessible to any person or entity (directly or indirectly) Company Work Product, except as required in accordance with Executive’s duties as an employee of the Company.

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(j) Executive agrees to disclose promptly in writing to the Company all Work Product created, made, developed, discovered, derived, conceived, reduced to practice, authored, or fixed in a tangible medium of expression by Executive for three (3) months after the termination of Executive’s employment with the Company, whether or not Executive believes such Work Product is subject to this Agreement, to permit a determination by the Company as to whether or not the Work Product is or should be the property of the Company. Executive recognizes that Work Product or Confidential Information relating to Executive’s activities while working for the Company and created, made, developed, discovered, derived, conceived, reduced to practice, authored, or fixed in a tangible medium of expression by Executive, alone or with others, within three (3) months after termination of Executive’s employment with the Company, may have been so created, made, developed, discovered, derived, conceived, reduced to practice, authored, or fixed in a tangible medium of expression by Executive in significant part while employed by the Company. Accordingly, Executive agrees that such Work Product and Confidential Information shall be presumed to have been created, made, developed, discovered, derived, conceived, reduced to practice, authored, or fixed in a tangible medium of expression during Executive’s employment with the Company and are to be promptly disclosed and assigned to the Company unless and until Executive establishes the contrary by written evidence satisfying a clear and convincing evidence standard of proof.

(k) For the avoidance of doubt, Executive shall not be entitled to any additional or special compensation or reimbursement in fulfilling Executive’s obligations under this Section 7, except that the Company, in its sole discretion, may reimburse Executive for any reasonable expenses which Executive may incur on behalf of the Company.

#### 8. Immunity under Defend Trade Secrets Act of 2016.

The Defend Trade Secrets Act of 2016 (the “Act”) provides that: (1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (A) is made — (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Act further provides that: an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

#### 9. Non-Competition; Non-Solicitation.

(a) Non-Competition. During the Employment Period and for a period of twelve (12) months thereafter (the “Restricted Period”), Executive shall not, without the prior written consent of the Board, directly or indirectly, whether as owner, consultant, employee, partner, venturer, agent, through stock ownership, investment of

capital, lending of money or property, rendering of services, or otherwise, engage or participate in a Competitive Business operating within the Restricted Area.

As used in this Agreement, the term "Competitive Business" means any firm or business organization that competes with the Company or any affiliated company in the business of developing, designing, testing, marketing, selling, distributing or manufacturing products or services involving the use of T cell receptors in T cell therapy to treat or diagnose human disease. Notwithstanding the foregoing, Executive may own up to one percent (1%) of the outstanding stock of a publicly held corporation which constitutes or is affiliated with a Competitive Business.

As used in this Agreement, the term "Restricted Area" means the United States, the United Kingdom and any other country in which the Company or any affiliated company; (i) at any time in the twelve (12) months preceding the termination of the Employment Period, has marketed, sold and/or distributed products or services involving the use of T cell receptors in T cell therapy to treat or diagnose human disease; or (ii) plans to, during the Restricted Period, market, sell and/or distribute products or services involving the use of T cell receptors in T cell therapy to treat or diagnose human disease.

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(b) Non-Solicitation of Employees. During the Employment Period and the Restricted Period, Executive shall not, directly or indirectly (through another person, entity or otherwise): (i) solicit, induce or attempt to induce any Restricted Person of the Company or any affiliated company to leave the employ of the Company or any affiliated company, or in any way interfere with the relationship between the Company or any affiliated company and any employee thereof; or (ii) hire any Restricted Person who was employed by the Company or any affiliated company at any time during the six (6) months prior to such person's hiring by Executive.

In this Agreement, "Restricted Person" means anyone employed or engaged by the Company or any affiliated company at the level of line management or above or equivalent or scientific staff and who was so employed or engaged in the six months prior to the termination of employment. The non-solicitation provisions explicitly cover all forms of oral, written or electronic communication, including, but not limited to, communications by email, regular mail, telephone, fax, instant message and social media platforms whether or not in existence at the date of this Agreement.

(c) Non-Solicitation of Others. During the Employment Period and the Restricted Period, Executive shall not, directly or indirectly (through another person, entity or otherwise): (i) contact, solicit or accept the business of any customer, vendor or client of the Company or affiliated company for any reason except for non-competing purposes unrelated to the use of T cell receptors in T cell therapy to treat or diagnose human disease; or (ii) induce or seek to influence any customer, vendor or client of the Company or affiliated company to discontinue, modify or reduce its business relationship with the Company or affiliated company for any reason.

(d) If, at the time of enforcement of Section 6, 7 or 9 of this Agreement, a court shall hold that the duration, scope or geographical area restrictions stated herein are unreasonable under circumstances then existing, the parties hereto agree that the maximum duration, scope or geographical area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by law.

(e) Executive acknowledges that Executive's compliance with Sections 6, 7 and 9 of this Agreement is necessary to protect the goodwill, customer relations, trade secrets, confidential information and other proprietary and legitimate business interests of the Company. Executive acknowledges that any breach of any of these covenants will result in irreparable and continuing damage to the Company's business for which there will be no adequate remedy at law and Executive agrees that, in the event of any such breach of the aforesaid covenants, the Company and its successors and assigns shall be entitled to injunctive relief and to such other and further relief as may be available at law or in equity. Accordingly, Executive expressly agrees that upon any breach, or threatened breach, of the terms of this Agreement, the Company shall be entitled as a matter of right, in any court of competent jurisdiction in equity or otherwise to enforce the specific performance of the Executive's obligations under this Agreement, to obtain temporary and permanent injunctive relief without the necessity of proving actual damage to the Company or the inadequacy of a legal remedy, and without posting bond. In the event a court orders the Company to post a bond in order to obtain such injunctive relief for a claim under this Agreement, Executive agrees that the Company will be required to post only a nominal bond. The rights conferred upon the Company in this Section shall not be exclusive of any other rights or remedies that the Company may have at law, in equity or otherwise.

(f) In the event that Executive violates any of the covenants in this Agreement and the Company commences legal action for injunctive or other relief, then the Company shall have the benefit of the full period of the covenants such that the covenants shall have the duration of twelve (12) months computed from the date Executive ceased violation of the covenants, either by order of the court or otherwise. Executive acknowledges that any claim or cause of action of Executive against the Company shall not constitute a defense to the enforcement by the Company of the covenants of Executive in this Agreement. In the event the Company obtains any such injunction, order, decree or other relief, in law or in equity, Executive shall be responsible for reimbursing the Company for all costs associated with obtaining the relief, including reasonable attorneys' fees and expenses and costs of suit.

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(g) Executive acknowledges and agrees that the restrictive covenants contained herein (i) are necessary for the reasonable and proper protection of the goodwill of the Company and its trade secrets, proprietary data and confidential information, (ii) are reasonable with respect to length of time, scope and geographic area and (iii) will not prohibit Executive from engaging in other businesses or employment for the purpose of earning a livelihood following the termination of Executive's relationship with the Company.

10. Executive's Representations and Covenants. Executive hereby represents and warrants to the Company that: (i) the execution, delivery and performance of this Agreement by Executive do not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Executive is a party or by which Executive is bound; (ii) Executive is not a party to or bound by any employment agreement, non-compete agreement or confidentiality agreement with any other person or entity; (iii) upon the execution and delivery of this Agreement by the Company, this Agreement shall be the valid and binding obligation of Executive, enforceable in accordance with its terms; and (iv) Executive is authorized to work in the United States without restriction. Executive hereby acknowledges and represents that he has been made aware of his right to consult with independent legal counsel regarding his rights and obligations under this Agreement and that he fully understands the terms and conditions contained herein. Executive further covenants that he shall not make any statements, other than pursuant to the performance of his job duties and responsibilities, to the press or other media in connection with the Company and/or any affiliated company at any time either during or after the Employment Period without the prior consent of the Chief Executive Officer.

11. Debarment

(a) Executive hereby certifies to the Company that, as provided in Section 306(a) and Section 306(b) of the U.S. Federal Food, Drug and Cosmetic Act (21 U.S.C. SS 335a(a) and 335a(b)) and/or under any equivalent law within or outside the United States, Executive has not in the past been and/or is not currently (or threatened to be or subject to any pending action, suit, claim investigation or administrative proceeding which could result in Executive being) (i) debarred or (ii) excluded from participation in any federally funded healthcare program or (iii) otherwise subject to any governmental sanction in any jurisdiction (including disqualification from participation in clinical research) that would affect or has affected Executive's ability to perform Executive's obligations under this Agreement, or Executive's employment with the Company or prevent Executive from working for the Company in any capacity in any jurisdiction.

(b) Executive hereby confirms that Executive is not on any of the following exclusion lists: (a) Food and Drug Administration Debarment List; (b) General Services Administration Excluded Parties List System; or (c) Office of Inspector General List of Excluded Individuals/Entities. Executive warrants and represents



to the Company that Executive will notify the Company immediately if any of the foregoing occurs or is threatened and that the obligation to provide such notice will remain in effect following the termination of Executive's employment with the Company for any reason, voluntary or involuntary. Any violation of this section by Executive may result in the withdrawal of the offer of engagement or the termination of Executive's employment with the Company. Immediately upon the request of the Company at any time, Executive will certify to the Company in writing Executive's compliance with the provisions of this section. Executive hereby confirms that Executive understands that the Company will verify the information the Executive certifies under this Agreement. Falsified or incorrect information provided by the Executive may result in the withdrawal of the offer of engagement or the termination of Executive's employment with the Company.

12. Survival. Sections 5 through 23, inclusive, shall survive and continue in full force in accordance with their terms notwithstanding the termination of the Employment Period.

13. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, sent by reputable overnight courier service or mailed by first class mail, return receipt requested, to the recipient at the address below indicated:

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Notices to Executive:

**William Bertrand**

at such address as most currently appears in the records of the Company

Notices to the Company:

Adaptimmune, LLC

351 Rouse Boulevard

Philadelphia

PA 19112

Attention: Chief Executive Officer

or such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party. Any notice under this Agreement shall be deemed to have been given when so delivered, sent or mailed.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any action in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

15. Complete Agreement. This Agreement, those documents expressly referred to herein and other documents of even date herewith embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

16. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

17. Counterparts. This Agreement may be executed in separate counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (pdf)), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

18. Successors and Assigns. This Agreement, including, but not limited to, the terms and conditions in Sections 6, 7 and 9, shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties hereto, but in no event may Executive assign or delegate to any other party Executive's rights, duties or obligations under this Agreement. Executive further hereby consents and agrees that the Company may assign this Agreement (including, but not limited to, Sections 6, 7 and 9) and any of the rights or obligations hereunder to any third party in connection with the sale, merger, consolidation, reorganization, liquidation or transfer, in whole or in part, of the Company's control and/or ownership of its assets or business. In such event, Executive agrees to continue to be bound by the terms of this Agreement.

19. Choice of Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

20. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and Executive, and no course of conduct or course of dealing or failure or delay by any party hereto in enforcing or exercising any of the provisions of

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this Agreement (including, without limitation, the Company's right to terminate the Employment Period with or without Cause) shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement.

21. Insurance. The Company may, at its discretion, apply for and procure in its own name and for its own benefit life and/or disability insurance on Executive in any amount or amounts considered advisable. Executive agrees to cooperate in any medical or other examination, supply any information and execute and deliver any applications or other instruments in writing as may be reasonably necessary to obtain and constitute such insurance.

22. Agreement to Arbitrate.

(a) Notwithstanding any express provision to the contrary, Executive and the Company agree that any claim, controversy or dispute between Executive and the Company (including without limitation the Company's affiliates, officers, executives, representatives, or agents) arising out of or relating to this Agreement, the employment of Executive, the cessation of employment of Executive, or any matter relating to the foregoing shall be submitted to and settled by arbitration before a single arbitrator in a forum of the American Arbitration Association ("AAA") located in Philadelphia, Pennsylvania, and conducted in accordance with the National Rules for the Resolution of Employment Disputes. In such arbitration: (i) the arbitrator shall agree to treat as confidential evidence and other information presented by the parties to the same extent as Confidential Information under this Agreement must be held confidential by the Executive; (ii) the arbitrator shall have no authority to amend or modify any of the terms of this Agreement; and (iii) the arbitrator shall have ten (10) business days from the closing statements or submission of post-hearing briefs by the parties to render his/her decision.

(b) All AAA-imposed costs of said arbitration, including the arbitrator's fees, if any, shall be borne by the Company. All legal fees incurred by the parties

in connection with such arbitration shall be borne by the party who incurs them, unless applicable statutory authority provides for the award of attorneys' fees to the prevailing party and the arbitrator's decision and award provides for the award of such fees.

(c) Any arbitration award shall be final and binding upon the parties, and any court having jurisdiction may enter a judgment on the award. The foregoing requirement to arbitrate claims, controversies, and disputes applies to all claims or demands by the Executive, including without limitation, any rights or claims the Executive may have under the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1991, the Equal Pay Act, the Family and Medical Leave Act or any other federal, state or local laws or regulations pertaining to the Executive's employment or the termination of the Executive's employment.

(d) All claims must be arbitrated, with the limited exception of claims for violations of Sections 6, 7 and 9 of this Agreement. In the event of an alleged breach of Sections 6, 7 or 9 of this Agreement by Executive, the Company has the option to elect between arbitration and a judicial forum.

**23. Corporate Opportunity.** During the Employment Period, Executive shall submit to the Company all business, commercial and investment opportunities or offers presented to Executive or of which Executive becomes aware (including in Executive's capacity as agent, employee, director or officer of the Company), irrespective of Executive's evaluation of the reasonableness or desirability of the Company's investigation thereof, which relate to the business of the Company or any of its affiliates or subsidiaries (the "Business") at any time during the Employment Period ("Corporate Opportunities"). Executive acknowledges that all such Corporate Opportunities are for the benefit of the Company and that Executive would be in breach of Executive's duties to the Company if Executive accepted or pursued, directly or indirectly, any such Corporate Opportunity on Executive's own behalf.

As used in this Agreement, the term "Business" means the business of developing, designing, testing, marketing, selling, distributing or manufacturing products or services involving the use of T cell therapy to treat or diagnose human disease and/or any further business that may be developed by the Company or any of its affiliates of which Executive is aware.

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**24. Executive's Cooperation.** During the Employment Period and thereafter, Executive shall reasonably cooperate with the Company and its affiliates or subsidiaries in any internal investigation or administrative, regulatory or judicial proceeding as reasonably requested by the Company (including, without limitation, Executive's being reasonably available to the Company upon reasonable notice for interviews and factual investigations, appearing at the Company's reasonable request to give testimony without requiring service of a subpoena or other legal process, volunteering to the Company all pertinent information and turning over to the Company all relevant documents which are or may come into Executive's possession, all at times and on schedules that are reasonably consistent with Executive's other permitted activities and commitments) at reasonable times. In the event the Company requires Executive's cooperation in accordance with this Section 24, the Company shall reimburse Executive solely for reasonable travel expenses (including lodging and meals, upon submission of receipts). Nothing about the foregoing shall preclude Executive from testifying truthfully in any forum or from providing truthful information to any government agency or commission.

**25. 409A Compliance.**

(a) The intent of the parties is that payments and benefits under this Agreement comply with Section 409A and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. In no event shall the Company or its subsidiaries or affiliates be liable for any additional tax, interest or penalty that may be imposed on Executive under Section 409A or damages for failing to comply with Section 409A.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service."

(c) To the extent that reimbursements or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Section 409A: (i) all such expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive; (ii) any such right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit; and (iii) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(d) For purposes of Section 409A, the Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

(e) Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes "nonqualified deferred compensation" for purposes of Section 409A be subject to offset by any other amount unless otherwise permitted by Section 409A.

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

ADAPTIMMUNE, LLC

By: /s/ G Binder-Scholl

Name: Gwendolyn Binder-Scholl

Position: Vice-President of Operations

/s/ William Bertrand

**William Bertrand**

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DATED 15 March 2017

(1) ADAPTIMMUNE LIMITED

and

(2) HELEN TAYTON-MARTIN

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SERVICE AGREEMENT

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**PENNINGTONS  
MANCHES**

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

Tel: +44 (0)1865 722106

Fax: +44 (0)1865 201012

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**THIS AGREEMENT** is made the 15th day of March 2017

**BETWEEN**

- 1 **ADAPT IMMUNE LIMITED**, a company incorporated and registered in England and Wales under company number 6456741 whose registered office is at 101 Park Drive, Milton Park, Abingdon, Oxfordshire OX14 4RY (**“the Company”**);
- 2 **HELEN TAYTON-MARTIN**, of Brock House, Sheepdrove, Lambourn, Berkshire RG17 7XA (**“the Executive”**)

The Board has approved the terms of this Agreement under which the Executive is to be employed.

**1. INTERPRETATION**

1.1 In this Agreement the following words and expressions have the following meanings unless inconsistent with the context:

the <b>“AT plc Board”</b>	means the board of directors from time to time of Adaptimmune Therapeutics plc and includes any committee of the board of directors duly appointed by it;
the <b>“Board”</b>	means the board of directors from time to time of the Company and includes any committee of the board of directors duly appointed by it;
the <b>“Companies Acts”</b>	means the Companies Act 1985, the Companies Act 1989 and the Companies Act 2006;
the <b>“Company Share Option Scheme”</b>	means the share option scheme or schemes operated by the Company or any Group Company from time to time;
<b>“Competitor or Potential Competitor”</b>	any organisation involved in the discovery, development and application of TCR or T Cell technologies or competing with any other aspect of the Company’s business where such competition is based on technologies being developed or applied by the Company from time to time and in which the Executive has been substantially involved in the 12 months prior to any approach or attempt to solicit;
the <b>“Employment”</b>	means the Executive’s employment under this Agreement;
the <b>“ERA”</b>	means the Employment Rights Act 1996;
<b>“Group Company”</b>	means any firm, company, corporation or other organisation which is a holding company from time to time of the Company or any subsidiary from

time to time of the Company or any such holding company (for which purpose the expressions ‘holding company’ and ‘subsidiary’ shall have the meanings given to them by Section 1159 Companies Act 2006) and “Group Companies” and “Group” will be construed accordingly;

<b>“Intellectual Property Rights”</b>	means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>“Pre-Contractual Statement”</b>	means any undertaking, promise, assurance, statement, representation or warranty (whether in writing or not) of any person relating to the Employment which is not expressly set out in this Agreement; and
the <b>“Regulations”</b>	means the Working Time Regulations 1998.

- 1.2 References to clauses, sub clauses and schedules are, unless otherwise stated, references to clauses and sub clauses of and schedules to this Agreement.
- 1.3 The headings to the clauses are for convenience only and shall not affect the construction or interpretation of this Agreement.
- 1.4 References to persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.5 Reference to any gender includes a reference to all other genders.
- 1.6 Words and expressions defined in or for the purpose of the Companies Acts shall have the same meaning unless the context otherwise requires.

**2. APPOINTMENT**

The Company shall employ the Executive and the Executive agrees to serve the Company as Chief Operating Officer of the Company on and subject to the terms and

### 3. DURATION AND WARRANTIES

- 3.1 The Employment commenced on 1 January 2017 (the “**Commencement Date**”). Subject to clause 19, the Employment shall continue until terminated by either party giving to the other not less than 9 months’ notice in writing. The Executive’s previous employment with Avidex Limited, Medigene Limited and the Company counts as part of her period of continuous employment and therefore the Employment shall be deemed to have begun on 1 May 2006.
- 3.2 The Company shall be entitled at its sole and absolute discretion lawfully to terminate the Executive’s employment at any time and with immediate effect by written notification to the Executive and to pay within one month following the date of such termination a payment in lieu of notice (“**PILON**”) to the Executive. For the avoidance of doubt, the termination of the Executive’s employment shall be effective on such written notification and shall not be deferred until the PILON is paid. The total PILON will be equal to the basic salary due under clause 6.1 which the Executive would have been entitled to receive under this Agreement during the notice period referred to at clause 3.1 (or, if notice has already been given, during the remainder of such notice period) subject to statutory deductions.
- 3.3 Notwithstanding clause 3.2, the Executive shall not be entitled to any PILON if the Company would otherwise have been entitled to terminate the Executive’s employment without notice in accordance with clause 19.1. In that case the Company shall also be entitled to recover from the Executive any PILON already made.
- 3.4 The Executive represents and warrants that, in entering into and performing her duties under this Agreement:
- 3.4.1 she is not subject to any restriction that might hinder or prevent her from performing any of her duties in full;
- 3.4.2 she will not be in breach of any other contract of employment or any other obligation to any third party; and
- 3.4.3 this Employment is and shall remain her sole and exclusive employment.
- 3.5 The Executive further warrants that she has no unspent criminal convictions and has never been disqualified from being a company director.

### 4. SCOPE OF THE EMPLOYMENT

- 4.1 Save as specifically agreed with the Chief Executive Officer and the AT plc Board in respect of her obligations under clause 14.1, the Executive shall:
- 4.1.1 devote the whole of her time, attention, ability and skills to her duties;
- 4.1.2 faithfully and diligently perform such duties and exercise such powers consistent with her position as may from time to time be assigned to or vested in her by the Board;
- 4.1.3 obey all reasonable and lawful directions of the Board;
- 4.1.4 comply with all the Company’s articles of association, rules, regulations, policies and procedures and with the policies and procedures of Adaptimmune Therapeutics plc from time to time in force;
- 4.1.5 comply with the rules of any securities or investment exchange or regulatory or governmental body to which any Group Company is subject from time to time (including the US Securities and Exchange Commission and the City Code on Takeovers and Mergers);
- 4.1.6 promptly give the Company Secretary of Adaptimmune Therapeutics plc such information as Adaptimmune Therapeutics plc may require to enable it to comply with its legal obligations, or the requirements of Nasdaq or any other applicable stock exchange;
- 4.1.7 comply, and will procure, so far as she is able, that her spouse or civil partner and dependent children (if any), or any trust in which she, her spouse or civil partner or dependent children may be concerned or interested in as trustee or beneficiary, will comply with any code of conduct relating to securities transactions by directors and specified employees applicable in the Company or to any Group Company;
- 4.1.8 comply with the general duties of directors set out in sections 171-177 of the Companies Act 2006, as well as any other applicable common law or statutory duties owed by directors to their company;
- 4.1.9 exercise her duties in compliance with the requirements of the Bribery Act 2010 and use all reasonable endeavours to assist the Company and any Group Company in preventing bribery from being conducted on its behalf in contravention of that Act;
- 4.1.10 at all times act in the best interests of the Company and use her best endeavours to promote and protect the interests of the Company, any of its Group Companies and their employees;
- 4.1.11 keep the Board and/or the AT plc Board, as applicable, at all times promptly and fully informed (in writing if so requested) of her conduct of the business of the Company and any Group Company and provide such explanations in connection with such conduct as the Board and/or the AT plc Board may from time to time require; and
- 4.1.12 act as a model for all other employees of the Group.
- 4.2 Subject to clause 4.3 the Company reserves the right to assign the Executive duties of a different nature on a permanent or temporary basis either in addition to or instead of those referred to in clause 4.1 above, it being understood that she will not be assigned duties which she cannot reasonably perform or which are inconsistent with her position and status.

- 4.3 During any period of notice of termination (whether given by the Company or the Executive), the Company shall be at liberty to assign the Executive such other duties

consistent with her status, role and experience as the Company shall determine in its absolute discretion.

4.4 The Executive shall not, without the prior consent of the Chief Executive Officer:-

4.4.1 on behalf of the Company, incur any capital expenditure in excess of such sum as may be authorised from time to time; and

4.4.2 on behalf of the Company, enter into any commitment, contract or arrangement otherwise than in the normal course of business or outside the scope of her normal duties, or of an unusual, onerous or long term nature.

For the avoidance of doubt, nothing in this clause prevents the Executive acting within any limits of authority or budgets agreed by the Board from time to time.

4.5 The Executive shall if and so long as the Company requires without further remuneration:

4.5.1 carry out her duties as instructed by the Company on behalf of any Group Company; and

4.5.2 act as a director, officer or consultant of the Company and/or any Group Company.

4.6 The Executive confirms that she has disclosed to the Company all circumstances in respect of which there is, or there might be, a conflict or possible conflict of interest between the Company or any Group Company and the Executive and she agrees to disclose fully to the Company any such circumstances that might arise during the Employment. For the avoidance of doubt, this includes but is not limited to, disclosing to the Company any activity by a third party or the Executive herself which might reasonably be expected to harm the Company or its business.

4.7 The Executive shall disclose to the Chief Executive Officer any direct or indirect approach or solicitation by any Competitor or Potential Competitor intended to encourage her to terminate her employment.

## 5. HOURS AND PLACE OF WORK

5.1 The Executive shall be required to work such hours as are necessary for the proper performance of her duties.

5.2 The Executive agrees that in her capacity as Chief Operating Officer she may choose or determine the duration of her working time and that the working time limits set out in Part II of the Regulations do not apply to the Employment.

5.3 The Executive's principal place of work will be in the Company's offices at Milton Park, Abingdon, or any such place within 20 miles of Oxford as the Company shall from time to time direct. The Executive will be given reasonable notice of any change in her place of work.

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5.4 The Executive may be required to travel throughout the United Kingdom and overseas in the performance of her duties.

## 6. REMUNERATION

6.1 The Company shall pay to the Executive a basic salary at the rate of £285,481 per annum, payable by equal monthly instalments in arrears, by credit transfer to a bank account nominated by the Executive.

6.2 The Executive's salary will be reviewed annually by the Remuneration Committee of the AT plc Board in its absolute discretion in December of each year commencing from December 2017. Any increase in salary will take effect from 1 January each year commencing from 1 January 2018.

6.3 Subject always to the rules of the Company Share Option Scheme from time to time in force (the "Share Scheme") and to the Executive's eligibility to participate in the Share Scheme, the Executive may at the absolute discretion of the Company be entitled to share options under the Share Scheme. Where the Employment is terminated for whatever reason and whether or not in breach of contract she shall not be entitled, and by applying for an option the Executive shall be deemed irrevocably to have waived any entitlement, by way of compensation for loss of office or otherwise to any sum or other benefits to compensate her for the loss of any rights under the Share Scheme.

## 7. PENSION AND OTHER BENEFITS

7.1 The Company will comply with the employer pension duties in respect of the Executive in accordance with Part 1 of the Pensions Act 2008. The Executive will be entitled to participate as a member of the Company's Group Personal Pension Scheme (the "Company Pension Scheme"), subject always to the rules of the scheme from time to time.

7.2 The Company reserves the right to vary the benefits payable under the Company Pension Scheme or, terminate, or substitute another pension scheme for the existing Company Pension Scheme at any time.

7.3 The Company Pension Scheme is not a contracted-out scheme for the purpose of the Pensions Schemes Act 1993.

7.4 The Executive shall be eligible to participate in the private health care scheme and permanent health insurance schemes which the Company may maintain for the benefit of its senior executives (the "Schemes") subject to the rules of the Schemes and the terms of any related policy of insurance from time to time in force. This is for information only and should not be regarded as any guarantee of benefits which may be paid under the Schemes.

7.5 The Company reserves the right, at its absolute discretion, to change the Schemes providers, to amend the terms of the Schemes (including but not limited to the level of benefits), to terminate the Schemes without replacement, to substitute another scheme for either of the Schemes and to remove the Executive from membership of either or both Schemes.

7.6 The Company shall be under no obligation to make any payment under either Scheme to the Executive unless and until it has received the relevant payment from the Scheme's provider. If any Scheme provider

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refuses for any reason (whether based on its own interpretation of the terms of the insurance policy or otherwise) to provide any benefits to the Executive, the Company shall not be liable to provide replacement benefits itself or any compensation in lieu and shall be under no obligation to pursue a claim for unpaid benefits on behalf of the Executive against the Schemes' provider.

- 7.7 The Company reserves the right to terminate the Executive's employment, where it has good cause to do so (including but not limited to where the Executive is redundant or has committed misconduct), notwithstanding that the Executive is receiving benefits under either Scheme and that such termination may result in those benefits being discontinued. The Executive agrees that she shall have no claim against the Company for damages in respect of the loss of benefits under either Scheme in such circumstances.
- 7.8 In the event that the Executive is absent by reason of ill-health she will continue to co-operate with and act in good faith towards the Company including but not limited to staying in regular contact with the Company and providing it with such information about her health, prognosis and progress as the Company may require.
- 7.9 In accordance with the current rules of each Scheme, participation in either Scheme is subject to the condition that the Executive has notified the Company on or before the commencement of the Employment of any pre-existing medical conditions that she may have.
- 7.10 If the Executive is receiving benefits under either Scheme:
- 7.10.1 she shall resign as a director of the Company if so requested by the Company; and
- 7.10.2 the Company shall be entitled to appoint a replacement to perform all or any of the Executive's duties on either a temporary or permanent basis.

## 8. BONUS

- 8.1 The Company may in its absolute discretion pay the Executive a bonus of such amount, at such intervals and subject to such conditions as the Company may in its absolute discretion determine from time to time.
- 8.2 Any bonus payment to the Executive shall be purely discretionary and shall not form part of the Executive's contractual remuneration under this Agreement. If the Company makes a bonus payment to the Executive in respect of a particular financial year of the Company, it shall not be obliged to make subsequent bonus payments in respect of subsequent financial years of the Company.
- 8.3 Notwithstanding clause 8.2, the AT plc Board, or an authorised delegate thereof, may specify objective criteria for a calendar year, which, if met, will result in a specified bonus being paid to the Executive. Such a bonus, together with similar bonuses in relation to other senior executives of Group Companies, is referred to as an "**Annual Targeted Bonus**" in this Agreement. If the relevant criteria are met the Company will have no discretion not to pay the Annual Targeted Bonus in full (subject always to deduction of taxes) save in the following circumstances:

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- 8.3.1 as a result of the overall performance of the Company and the Group for the relevant calendar year, the AT plc Board, or authorised delegate, determines that no Annual Targeted Bonuses will be paid to any senior executive of the Company and/or any Group Company, in which case the Annual Targeted Bonus shall not be paid to the Executive; or
- 8.3.2 as a result of the overall performance of the Company and the Group for the relevant calendar year, the AT plc Board, or authorised delegate, determines that the Annual Targeted Bonuses for all senior executives of the Company and/or any Group Company will be reduced, in which case the Annual Targeted Bonus payable to the Executive shall also be reduced.
- 8.4 Where a Targeted Annual Bonus is payable, it shall be paid in a single lump sum no later than 15 March of the year following the calendar year in relation to which it was earned.
- 8.5 Notwithstanding clause 8.2 and 8.3, but subject to the terms of the Adaptimmune Therapeutics plc executive severance policy in force from time to time (the "**Executive Severance Policy**"), the Executive shall in any event have no right to a bonus or a time-apportioned bonus (including a Targeted Annual Bonus) if:
- 8.5.1 she has not been employed throughout the whole of the relevant financial year of the Company; or
- 8.5.2 her employment terminates for any reason or she is under notice of termination (whether given by the Executive or the Company) at or prior to the date when a bonus might otherwise have been payable.

## 9. SEVERANCE POLICY

The Executive Severance Policy in force from time to time shall apply to the Executive in relation to the Employment. Such policy may be amended or terminated in accordance with the terms of the policy, save that where any proposed amendment or termination substantially reduces the rights of the Executive following her termination of employment: (i) the Company will consult with the Executive on such proposed amendment or termination; and (ii) any such substantial reduction in the rights or benefits of the Executive must be agreed with the Executive. Where, following consultation, the Executive does not agree to any such proposed amendment or termination, then the Executive Severance Policy shall continue in full force and effect without such proposed amendment or termination.

## 10. EXPENSES

The Company shall reimburse the Executive in respect of all expenses reasonably incurred by her in the proper performance of her duties, subject to the Executive providing such receipts or other evidence that the Company may require.

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## 11. HOLIDAY

- 11.1 The Executive shall be entitled to receive her normal remuneration for all bank and public holidays normally observed in England and a further 30 working days holiday in each holiday year, being the period from 1 January to 31 December.
- 11.2 In the holiday year in which the Employment terminates, the Executive's entitlement to holiday shall accrue on a pro-rata basis for each complete month of service during that year.
- 11.3 If, on the termination of the Employment, the Executive has exceeded her accrued holiday entitlement, the excess may be deducted from any sums due to her. If the Executive has any unused holiday entitlement, the Company may either require the Executive to take such unused holiday during any notice period or accept payment in lieu. Any payment in lieu shall only be made in respect of holiday accrued in accordance with clause 11.2 above during the Executive's final holiday year and the Executive shall be deemed to have taken her statutory holiday first, during that year.

11.4 The Executive may carry forward to the following calendar year up to 5 days' unused holiday entitlement but she must take any holiday which is carried over before the end of March in that year.

## 12. INCAPACITY

12.1 Subject to the Executive's compliance with the Company's rules from time to time in force regarding sickness notification and doctor's certificates, and subject to the Company's right to terminate the Employment for any reason including without limitation incapacity, if the Executive is at any time absent on medical grounds the Company shall pay to the Executive in each calendar year her normal basic salary for a maximum of 13 weeks, followed by a further period of 13 weeks at half her normal basic salary ("**Company Sick Pay**").

12.2 The Company reserves the right to require the Executive to undergo a medical examination by a doctor or consultant nominated by it, at any time including at any stage of absence at the Company's expense, and the Executive agrees that she will undergo any requisite tests and examinations and will fully co-operate with the relevant medical practitioner and shall authorise him or her to disclose to and discuss with the Company the results of any examination and any matters which arise from it.

12.3 Payment of Company Sick Pay to the Executive pursuant to clause 12.1 shall be inclusive of any Statutory Sick Pay and any Social Security Sickness Benefit or other benefits to which the Executive may be entitled, whether or not claimed.

12.4 If the Executive's absence shall be caused by the actionable negligence of a third party in respect of which damages are recoverable, then all sums paid by the Company shall constitute loans to the Executive, who shall:

12.4.1 immediately notify the Company of all the relevant circumstances and of any claim, compromise, settlement or judgement made or awarded;

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12.4.2 if the Board so requires, refund to the Company such sum as the Board may determine, not exceeding the lesser of:

- (a) the amount of damages recovered by her under such compromise, settlement or judgement; and
- (b) the sums advanced to her in respect of the period of incapacity.

12.5 Any actual or prospective entitlement to Company Sick Pay or private medical insurance or long term disability benefits shall not limit or prevent the Company from exercising its right to terminate the Employment in accordance with clauses 3.2 or 19 or otherwise and the Company shall not be liable for any loss arising from such termination.

12.6 If the Executive is prevented by incapacity from properly performing her duties under this Agreement for a consecutive period of 30 working days the Board may appoint another person or persons to perform those duties until such time as the Executive is able to resume fully the performance of her duties.

## 13. DEDUCTIONS

For the purposes of the ERA, the Executive hereby authorises the Company to deduct from her remuneration any sums due from her to the Company including, without limitation, any overpayments of salary, overpayments of holiday pay whether in respect of holiday taken in excess of that accrued during the holiday year or otherwise, any fines incurred by the Executive and paid by the Company, the cost of repairing any damage or loss to the Company's property caused by her and all losses suffered by the Company as a result of any negligence or breach of duty by the Executive.

## 14. RESTRICTIONS ON OTHER ACTIVITIES BY THE EXECUTIVE

14.1 During the Employment the Executive shall not, without the prior consent of the AT plc Board, directly or indirectly be employed, engaged, concerned or interested in any other business or undertaking or be involved in any activity which the Board reasonably considers may be, or become, harmful to the interests of the Company or any Group Company or which might reasonably be considered to interfere with the performance of the Executive's duties under this Agreement provided that this clause 14.1 shall not prohibit the holding (directly or through nominees) of investments listed on any recognised stock exchange as long as not more than 1 per cent of the issued shares or other securities of any class of any one company shall be so held.

14.2 Subject to any regulations issued by the Company, the Executive shall not be entitled to receive or obtain directly or indirectly any discount, rebate or commission in respect of any sale or purchase of goods effected or other business transacted (whether or not by her by or on behalf of the Company) and if she (or any firm or company in which she is interested) shall obtain any such discount, rebate or commission, she shall account to the Company for the amount received by her (or a due proportion of the amount received by such company or firm having regard to the extent of her interest in it).

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## 15. CONFIDENTIALITY

15.1 The Executive shall neither during the Employment (except in the proper performance of her duties) nor at any time (without limit) after the termination of the Employment:

- 15.1.1 divulge or communicate to any person, company, business entity or other organisation;
- 15.1.2 use for her own purposes or for any purposes other than those of the Company or any Group Company; or
- 15.1.3 through any failure to exercise due care and diligence, permit or cause any unauthorised disclosure of;

any Confidential Information, provided that these restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through an unauthorised disclosure by the Executive or any other person.

15.2 For the purposes of this Agreement "**Confidential Information**" shall mean, in relation to the Company or any Group Company:

- 15.2.1 trade secrets;
- 15.2.2 information relating to research activities, inventions, discoveries, secret processes, designs, know how, technical specifications and processes, formulae, intellectual property rights, computer software, product lines and any other technical information relating to the creation, production or supply of any



- past, present or future product or service,
- 15.2.3 any inventions or improvements which the Executive may make or discover during the Employment;
- 15.2.4 any information relating to the business or prospective business,
- 15.2.5 details of suppliers, their services and their terms of business,
- 15.2.6 details of customers and their requirements, the prices charged to them and their terms of business,
- 15.2.7 pitching material, marketing plans and sales forecasts of any past, present or future products or services,
- 15.2.8 information relating to the business, corporate plans, management systems, accounts, finances and other financial information, results and forecasts (save to the extent that these are included in published audited accounts),
- 15.2.9 proposals relating to the acquisition or disposal of a company or business or any part thereof;
- 15.2.10 proposals for expansion or contraction of activities, or any other proposals relating to the future;

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- 15.2.11 details of employees and officers and of the remuneration and other benefits paid to them,
- 15.2.12 information given in confidence by clients, customers suppliers or any other person;
- 15.2.13 any other information which the Executive is notified is confidential; and
- 15.2.14 any other information which the Company (or relevant Group Company) could reasonably be expected to regard as confidential, whether or not such information is reduced to a tangible form or marked in writing as "confidential", including but not limited to, information which is commercially sensitive, which comes into the Executive's possession by virtue of the Employment and which is not in the public domain and all information which has been or may be derived or obtained from any such information.
- 15.3 The Executive acknowledges that all notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, databases, codes, designs and drawings and any other documents and material whatsoever (whether made or created by the Executive or otherwise) relating to the business of the Company and any Group Company (and any copies of the same) or which is created or stored on the Company's or Executive's equipment and/or systems:
- 15.3.1 shall be and remain the property of the Company or the relevant Group Company; and
- 15.3.2 shall be handed over by the Executive to the Company or the relevant Group Company on demand and in any event on the termination of the Employment and the Executive shall certify that all such property has been so handed over and that no copies or extracts (whether physical or electronic) have been retained (whether directly or indirectly).
- 15.4 Clause 15.1 shall only bind the Executive to the extent allowed by law and nothing in this clause shall prevent the Executive from making a statutory disclosure.

## 16. DATA PROTECTION

The Executive consents to the Company holding and processing, both electronically and manually, the data it collects in relation to the Executive in the course of the Employment including, without limitation the Executive's employment application, references, bank details, appraisals, holiday and sickness records, salary reviews and remuneration details and other records which may include sensitive personal data relating to her health for the purposes of the Company's administration and management of its employees and its business and for compliance with applicable procedures, laws and regulations and to the transfer, storage and processing by the Company of such data in the Company's offices outside the European Economic Area.

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## 17. INVENTIONS AND INTELLECTUAL PROPERTY RIGHTS

- 17.1 For the purposes of this clause 17 the following definitions apply:
- 17.1.1 **"Employment Inventions"** means any Invention which is made wholly or partially by the Executive at any time during the course of her duties to the Company (whether or not during working hours or using Company premises or resources, and whether or not recorded in material form).
- 17.1.2 **"Employment IPRs"** means Intellectual Property Rights created by the Executive in the course of her employment with the Company (whether or not during working hours or using Company premises or resources).
- 17.1.3 **"Invention"** means any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.
- 17.2 The Executive acknowledges that all Employment IPRs, Employment Inventions and all materials embodying them shall belong to the Company to the fullest extent permitted by law and hereby assigns, (and to the extent not capable of immediate or prospective assignment, agrees to assign) all such Employment IPRs and Employment Inventions to the Company.
- 17.3 The Executive acknowledges that, because of the nature of her duties and the particular responsibilities arising from the nature of her duties, she has, and shall have at all times while she is employed by the Company, a special obligation to further the interests of the Company.
- 17.4 To the extent that title in any Employment IPRs or Employment Inventions do not belong the Company by virtue of clause 17.2, the Executive agrees, immediately upon creation of such rights and inventions, to offer to the Company in writing a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the parties cannot agree on such terms within 30 days of the Company receiving the offer, the Company shall refer the dispute to a mutually acceptable independent expert (or, if agreement is not reached within five Business Days of either party giving notice to the other that it wishes to refer a matter to an independent expert, such independent expert as may be nominated by an appropriate authority, which the parties shall seek in good faith to agree) (the **"Expert"**). In relation to

matters referred to the Expert:

- 17.4.1 the parties are entitled to make submissions to the Expert and will provide (or procure that others provide) the Expert with all such assistance and documents as the Expert may reasonably require for the purpose of reaching a decision. Each party shall with reasonable promptness supply each other with all information and give each other access to all documentation and personnel as the other party reasonably requires to make a submission under this clause;
- 17.4.2 the parties agree that the Expert may in its reasonable discretion determine such other procedures to assist with the conduct of the determination as it considers appropriate;

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- 17.4.3 the Expert shall act as an expert and not as an arbitrator. The Expert's decision shall be final and binding on the parties in the absence of fraud or manifest error; and
- 17.4.4 the Expert's fees and any costs properly incurred by her in arriving at her determination (including any fees and costs of any advisers appointed by the Independent Expert) shall be borne by the parties in equal shares or in such proportions as the Independent Expert shall direct.

The Executive agrees that the provisions of this clause 17 shall apply to all Employment IPRs and Employment Inventions offered to the Company under this clause 17.4 until such time as the Company has agreed in writing that the Executive may offer them for sale to a third party.

17.5 The Executive agrees:

- 17.5.1 to give the Company full written details of all Employment Inventions and Employment IPRs which relate to or are capable of being used in the business of the Company or any Group Company promptly on their creation;
- 17.5.2 at the Company's request and in any event on the termination of her employment to give to the Company all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs;
- 17.5.3 not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by the Company; and
- 17.5.4 to keep confidential each Employment Invention and Employment IPR unless the Company has consented in writing to its disclosure by the Executive.

17.6 The Executive waives all her present and future moral rights which arise under sections 77 and 80 of the Copyright Designs and Patents Act 1988, and all similar rights in other jurisdictions relating to any copyright work which forms part of the Employment IPRs, and agrees not to support, maintain nor permit any claim for infringement of moral rights in such copyright works.

17.7 The Executive acknowledges that, except as provided by law, no further remuneration or compensation other than that provided for in this agreement is or may become due to the Executive in respect of her compliance with this clause 17. This is without prejudice to the Executive's rights under the Patents Act 1977.

17.8 The Executive undertakes to execute all documents and do all acts both during and after her employment by the Company as may, in the opinion of the Board, be necessary or desirable to vest the Employment IPRs in the Company, to register them in the name of the Company and to protect and maintain the Employment IPRs and the Employment Inventions. Such documents may, at the Company's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Employment IPRs. The Company agrees to reimburse the Executive's reasonable expenses of complying with this clause 17.8.

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17.9 The Executive agrees to give all assistance reasonably requested by the Company to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.

17.10 The Executive hereby irrevocably appoints the Chief Financial Officer of the Company (from time to time), or, failing him or her, any Director or the Company Secretary to be her attorney to execute and do any such instrument or thing and generally to use her name for the purpose of giving the Company or its nominee the benefit of this clause 17. The Executive acknowledges in favour of a third party that a certificate in writing signed by any Director or the Company Secretary that any instrument or act falls within the authority conferred by this clause 17 shall be conclusive evidence that such is the case.

## 18. STATEMENTS

- 18.1 The Executive shall not make, publish (in any format) or otherwise communicate any derogatory statements, whether in writing or otherwise, at any time either during her Employment or at any time after its termination in relation to the Company, any Group Company or any of its or their officers or other personnel.
- 18.2 The Executive shall not make any statements to the press or other media in connection with the Company and/or any Group Company at any time either during or after the Employment without the prior consent of the Chief Executive Officer.

## 19. TERMINATION OF EMPLOYMENT

19.1 The Company may terminate the Employment immediately by notice in writing if the Executive shall have:

- 19.1.1 committed any serious breach or repeated or continued breach of her obligations under this Agreement; or
- 19.1.2 committed any breach of the securities rules as set out at clause 4.1.5; or
- 19.1.3 been guilty of conduct tending to bring her or the Company or any Group Company into disrepute; or
- 19.1.4 become bankrupt or had an interim order made against her under the Insolvency Act 1986 or compounded with her creditors generally; or
- 19.1.5 failed to perform her duties to a satisfactory standard; or
- 19.1.6 been disqualified from being a director by reason of any order made under the Companies Directors Disqualification Act 1986 or any other enactment; or

19.1.8 during the Employment, committed any material breach of clauses 15, 15 and 17.

Any delay by the Company in exercising such right of termination shall not constitute a waiver thereof.

19.2 The Company reserves the right to suspend the Executive on full pay for so long as it may think fit in order to conduct any disciplinary investigation into any alleged acts or omissions by the Executive.

## 20. GARDEN LEAVE

20.1 During any period of notice of termination (whether given by the Company or the Executive), the Company shall be under no obligation to assign any duties to the Executive and shall be entitled to exclude her from its premises, and require the Executive not to contact any customers, suppliers or employees provided that this shall not affect the Executive's entitlement to receive her normal salary and contractual benefits. During any such period of exclusion the Executive will continue to be bound by all the provisions of this Agreement and shall at all times conduct herself with good faith towards the Company.

## 21. DIRECTORSHIP

21.1 If (a) the Company shall remove the Executive from the office of Director of the Company or (b) under the Articles of Association for the time being of the Company the Executive shall be obliged to retire by rotation or otherwise and the Company in general meeting shall fail to re-elect the Executive as a Director of the Company (either such case being referred to in this clause 21.1 as an "Event"), then the Executive's employment under this Agreement shall automatically terminate with effect from the date of the Event.

21.2 On the termination of the Employment (however arising) or on either the Company or the Executive having served notice of such termination, the Executive shall:

21.2.1 at the request of the Company resign as a Director of the Company and from all offices held by her in any Group Company and shall transfer without payment to the Company or as the Company may direct any nominee shares provided by it, provided however that such resignation shall be without prejudice to any claims which the Executive may have against the Company or any Group Company arising out of the termination of the Employment; and

21.2.2 immediately deliver to the Company all materials within the scope of clause 15.3 and all credit cards, motor cars, car keys and other property of or relating to the business of the Company or of any Group Company which may be in her possession or under her power or control, and if the Executive should fail to do so the Company is hereby irrevocably authorised to appoint another person to sign any documents and/or do any other things necessary on her behalf in order to give effect to the Executive's undertaking in this clause 21.2.

21.3 The appointment of the Executive as a director of the Company or any Group Company is not a term of this Agreement and the Company reserves the right to remove the Executive from any such directorship at any time and for any reason. Where the Company exercises this right, this shall not amount to a breach of this Agreement and shall not give rise to a claim for damages or compensation.

## 22. POST TERMINATION OBLIGATIONS OF THE EXECUTIVE

22.1 For the purposes of this clause 22 the following definitions apply:

22.1.1 **"Restricted Business"** means any business (as defined by the technologies from time to time developed and applied by the Company or any Group Company, such technologies at the date of the Agreement being TCR or T Cell technologies) carried out by the Company or any Group Company or which the Company or and Group Company intends to carry out at the Termination Date, in each case with which the Executive was involved to a material extent during the twelve months immediately preceding the Termination Date;

22.1.2 **"Restricted Customer"** means any person, firm, company or other organisation who, at any time during the twelve months immediately preceding the Termination Date was a customer of or in the habit of dealing with the Company or any Group Company and with whom the Executive had personal dealings in the course of her employment or for whom the Executive was responsible on behalf of the Company or any Group Company during that period;

22.1.3 **"Restricted Employee"** means any person who, at the Termination Date, was employed as an employee of the Company or Group Company who could materially damage the interests of the Company or any Group Company if he or she became employed in any competing business and with whom the Executive worked closely or was responsible for in the twelve months immediately preceding the Termination Date;

22.1.4 **"Restriction Date"** means the earlier of the Termination Date and the start of any period of Garden Leave in accordance with Clause 20;

22.1.5 **"Termination Date"** means the date of termination of the Employment (howsoever caused).

22.2 The Executive acknowledges that by reason of the Employment she will have access to trade secrets, confidential information, business connections and the workforce of the Company and the Group Companies and that in order to protect their legitimate business interests it is reasonable for her to enter into these post termination restrictive covenants and, the Executive agrees that the restrictions contained in this clause 22 (each of which constitutes an entirely separate, severable and independent restriction) are reasonable.

22.3 Reference in this clause 22.3 to "the Company" shall apply as though there were included reference to any relevant Group Company. The Executive covenants with the Company for itself and as trustee and agent for each

- 22.3.1 for twelve months after the Restriction Date solicit or endeavour to entice away from the Company the business or custom of a Restricted Customer with a view to providing goods or services in competition with any Restricted Business;
- 22.3.2 for twelve months after the Restriction Date provide goods or services to, or otherwise have any business dealings with, any Restricted Customer in the course of any business concern which is in competition with any Restricted Business;
- 22.3.3 for twelve months after the Restriction Date in the course of any business concern which is in competition with any Restricted Business offer to employ or engage or otherwise endeavour to entice away from the Company any Restricted Employee;
- 22.3.4 for twelve months after the Restriction Date be engaged or concerned in any capacity in any business concern which is competition with the Restricted Business.
- 22.4 For the avoidance of doubt, nothing in this clause 22 shall prevent the Executive from:
- 22.4.1 holding as an investment by way of shares or other securities not more than 1% of the total issued share capital of any company listed on a recognised stock exchange; or
- 22.4.2 being engaged or concerned in any business concern where the Executive's work or duties relate solely to geographical areas where the business concern is not in competition with the Restricted Business; or
- 22.4.3 being engaged or concerned in any business concern where the Executive's work or duties relate solely to services or activities of a kind with which the Executive was not concerned to a material extent in twelve months before the Termination Date.
- 22.5 The obligations undertaken by the Executive pursuant to this clause 22 extend to her acting not only on her own account but also on behalf of any other firm, company or other person and shall apply whether she acts directly or indirectly.
- 22.6 The Executive hereby undertakes with the Company that she will not at any time after the termination of the Employment in the course of carrying on any trade or business, claim, represent or otherwise indicate any present association with the Company or any Group Company or for the purpose of carrying on or retaining any business or custom, claim, represent or otherwise indicate any past association with the Company or any Group Company to its detriment.
- 22.7 While the restrictions in this clause 22 are considered by the parties to be reasonable in all the circumstances, it is agreed that if any such restrictions, by themselves, or taken together, shall be found to go beyond what is reasonable in all the circumstances for the protection of the

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legitimate interests of the Company or any Group Company but would be considered reasonable if part or parts of the wording of such restrictions were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and effective.

- 22.8 If the Executive accepts alternative employment or engagement with any third party during the period of any of the restrictions in this clause 22 she will provide the third party with full details of these restrictions.

### **23. AMALGAMATION AND RECONSTRUCTION**

- 23.1 If the Company is wound up for the purposes of reconstruction or amalgamation the Executive shall not as a result or by reason of any termination of the Employment or the redefinition of her duties within the Company or any Group Company arising or resulting from any reorganisation of the Group have any claim against the Company for damages for termination of the Employment or otherwise so long as she shall be offered employment with any concern or undertaking resulting from such reconstruction, reorganisation or amalgamation on terms and conditions no less favourable to the Executive than the terms contained in this Agreement.
- 23.2 If the Executive shall at any time have been offered but shall have unreasonably refused or failed to agree to the transfer of this Agreement by way of novation to a company which has acquired or agreed to acquire the whole or substantially the whole of the undertaking and assets or not less than 50 per cent of the equity share capital of the Company the Company may terminate the Employment by such notice as is required by s.86 of the ERA within one month of such offer being refused by the Executive.

### **24. DISCIPLINARY AND GRIEVANCE PROCEDURES**

- 24.1 The Company's Grievance and Disciplinary Procedures will apply to the Executive. Such procedures are non-contractual and the Company reserves the right to leave out any stage of the procedures and failure to follow a procedure (or part of it) shall not constitute a breach of this Agreement.

### **25. NOTICES**

- 25.1 Any notice or other document to be given under this Agreement shall be in writing and may be given personally to the Executive or to the Company Secretary (as the case may be) or may be sent by first class post or by facsimile transmission to, in the case of the Company, its registered office for the time being and in the case of the Executive either to her address shown on the face of this Agreement or to her last known place of residence.
- 25.2 Any such notice shall (unless the contrary is proved) be deemed served when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours. In proving such service it shall be sufficient to prove, where appropriate, that the notice was addressed properly and posted or that the facsimile transmission was dispatched.

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### **26. ENTIRE AGREEMENT AND FORMER SERVICE AGREEMENT(S)**

This Agreement constitutes the entire agreement between the parties and shall be in substitution for any previous letters of appointment, agreements or arrangements, (whether written, oral or implied), relating to the employment of the Executive, which shall be deemed to have been terminated by mutual consent. The Executive acknowledges that as at the date of this Agreement she has no outstanding claim of any kind against the Company and/or any Group Company and in entering into this Agreement she has not relied on any Pre-Contractual Statement.

### **27. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with English law and the parties irrevocably agree to the exclusive jurisdiction of the English Courts.

**28. THIRD PARTY RIGHTS**

The Executive and the Company do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Right of Third Parties) Act 1999 by any third party.

**29. GENERAL**

- 29.1 There are no collective agreements affecting the terms and conditions of the Executive's employment.
- 29.2 This Agreement constitutes the written statement of the terms of Employment of the Executive provided in compliance with part 1 of the ERA.
- 29.3 The Executive agrees to consider diligently and promptly any reasonable changes proposed by the Company to this Agreement and, in particular, will not withhold consent to any changes required as a result of amendments to legislation or current established working practices.
- 29.4 The expiration or termination of this Agreement, however arising, shall not operate to affect such of the provisions of this Agreement as are expressed to operate or have effect after that time and shall be without prejudice to any accrued rights or remedies of the parties.
- 29.5 The various provisions and sub-provisions of this Agreement are severable and if any provision or any identifiable part of any provision is held to be unenforceable by any court of competent jurisdiction then such unenforceability shall not affect the enforceability of the remaining provisions or identifiable parts of them.

Signed as a deed by  
**HELEN TAYTON-MARTIN**

/s/ Helen Tayton-Martin  
(signature)  
Helen Tayton-Martin  
(print name)

in the presence of a Witness

/s/ H.R. Boardman  
Signature of Witness  
Hilary R. Boardman  
Name of Witness  
The Old Post Office  
High Street  
Childrey  
OX12 9UE  
Address of Witness

Signed as a deed by  
**ADAPT IMMUNE LIMITED**  
acting by a director and the  
company secretary:

/s/ James Noble  
James Noble  
Director

/s/ Margaret Henry  
Margaret Henry  
Company Secretary